

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

AGENDA - AMENDED
May 14, 2025 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: GUSTAFSON ☒ LEEHY ☒ MEYER ☒

MIELKE ☒ WASSENBERG ☒

STAFF PRESENT: LINEHAN ☒ Johnson ☒

C. APPROVAL OF AGENDA Leehy 5-0

D. PRESENTATION

1. Presentation of the 2024 Annual Comprehensive Financial Report (ACFR) by City Auditors BerganKDV

E. APPROVAL OF MINUTES:

1. March 26, 2025 City Council Regular Meeting Minutes
2. April 2, 2025 City Council Workshop Meeting
3. April 9, 2025 City Council Regular Meeting Minutes

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. Payables:
 - a. General Disbursements through 5/7/25: \$339,930.34
 - b. Payroll through 4/22/25: \$26,438.93
 - c. Payroll through 5/6/25: \$24,233.10
 - d. Wire Payments through 4/22/25: \$17,109.84
 - e. Wire Payments through 5/6/25: \$16,036.64
2. Approval of City Licenses
3. Approving Copy of Comprehensive Cooperative Agreement for Maintenance of Traffic Control Signal Systems with Ramsey County
4. Approval of Summer Hours
5. Approval of Resolution 25-37 Adopting the City of Falcon Heights Climate Action Plan
6. Approval of Resolution 25-38 Early Retirement Incentive Program
7. Approval of Resolution 25-39 2025 Pavement Management Program Change Order #1
8. Approval of Municipal Delegation of Building Official
9. Approval of Goal Setting Final Document
10. Approval of Resolution 25-40 Appointing Georgiana May to the Environment Commission
11. Approval of Resolution 25-41 Appointing Jerry Buckridge to the Parks and Rec Commission

20 Add'l a

contract to
splash p.l. per
attorney

1. Add'l Resolution to

H5
3. Add'l H7

Acceptance of quote

4. H8 add per Bldg
a.m.t

Wassenberg 5-0

no first
for

Meyer 5-0

12. Approval of Resolution 25-42 Accepting Resignation of Rebecca Leighton from the Community Engagement Commission
13. Approval of Resolution 25-43 Approving Out-of-State Travel Request of Elected Official
14. Approval of Resolution 25-44 Appointing Joseph Morseth to the Parks and Rec Commission
15. Close Debt Service Fund 316 - 2017 G.O. Improvement Bond
16. Approval of Metropolitan Livable Communities Act Grant Agreement Amendment for Amber Union

H: POLICY ITEMS:

1. Approval of Resolution 25-45 Authorizing a Contract with ParkMobile for Pay-by-Mobile Parking During the State Fair - *Wassenaar 5-0*
2. Approval of Ordinance 25-02 Amending the Fee Schedule to Reflect Paid Parking - *Leahy 5-0*
3. Approval of Resolution 25-46 Designating Streets as Paid Parking Zones and Sets Dates and Times for Enforcement of the Program - *Meyer 5-0*
4. Approval of Resolution 25-47 Authorizing Modifications to the Administrative Policies: Parking Policy and Guidelines During the Minnesota State Fair - *Melke 5-0*
5. Approval of **Resolution 25-48** Approving Budget Amendment to Create Fund 211 - *Wassenaar 5-0*
Parking Management
6. Approval of Resolution ~~25-48~~ **25-49** Accepting a Proposal from Flagship Recreation for the Community Park Splash Pad and Authorize Expenditure Not to Exceed \$170,000. *Melke 5-0*
7. **Acceptance of Quote from MN Real Estate Appraisal Services, LLC for an Appraisal Report of Parcels at 1407 Larpenteur Avenue for \$3,500** *Melke*

I. INFORMATION/ANNOUNCEMENTS:

J. COMMUNITY FORUM:

K. ADJOURNMENT:

Leahy 5-0

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Presentation D1
Attachment	Audit Materials; Presentation
Submitted By	Roland Olson, Finance Director Alyssa Landberg, Assistant Finance Director

Item	Year-End 2024 Annual Audit Report
Description	Andrew Grice of BerganKDV will present the Annual Comprehensive Financial Report for the year-ended December 31, 2024. The financial report is a complex document that includes evaluation and analysis of the financial stability of the City as it relates to the General Fund, Special Revenue Funds, Debt Service Funds, Capital Funds, and Proprietary Funds. Mr. Grice will provide a high-level overview of the financial stability of the City for year-end 2024. The 2024 Communications Letter can be viewed here. The 2024 Legal Compliance Report can be viewed here. The 2024 Annual Comprehensive Financial Reports can be viewed here.
Budget Impact	N/A
Action(s) Requested	Motion to accept and approve the Year-End 2024 Annual Audit Report.

City of Falcon Heights

Audit Presentation



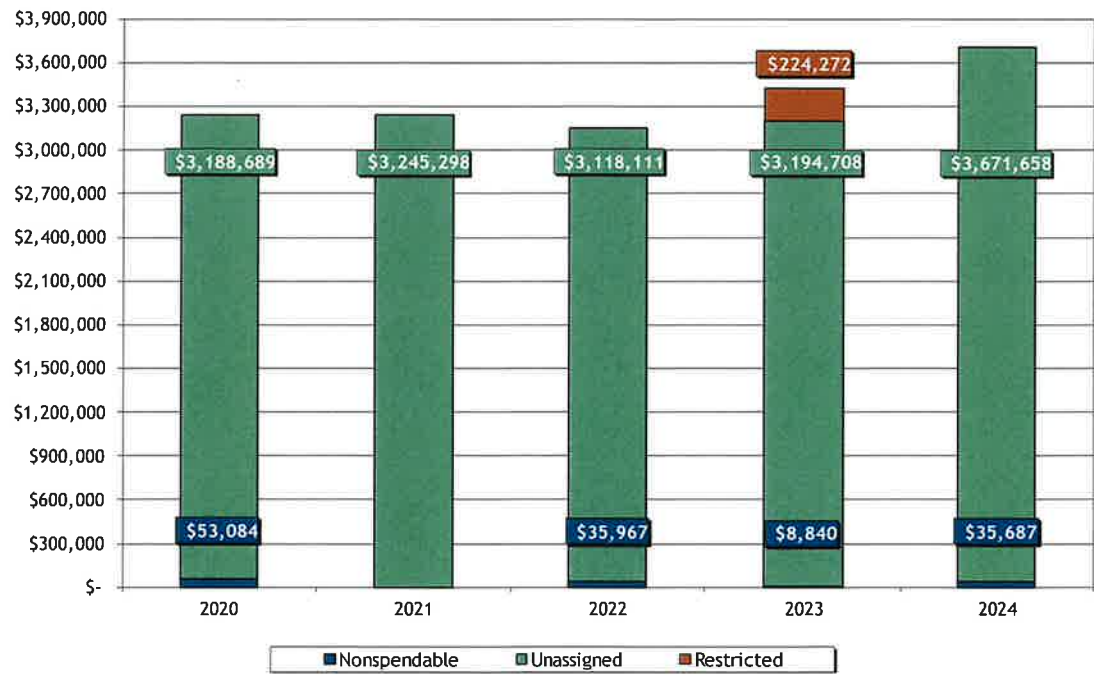
The Audit

Independent Auditor's Report

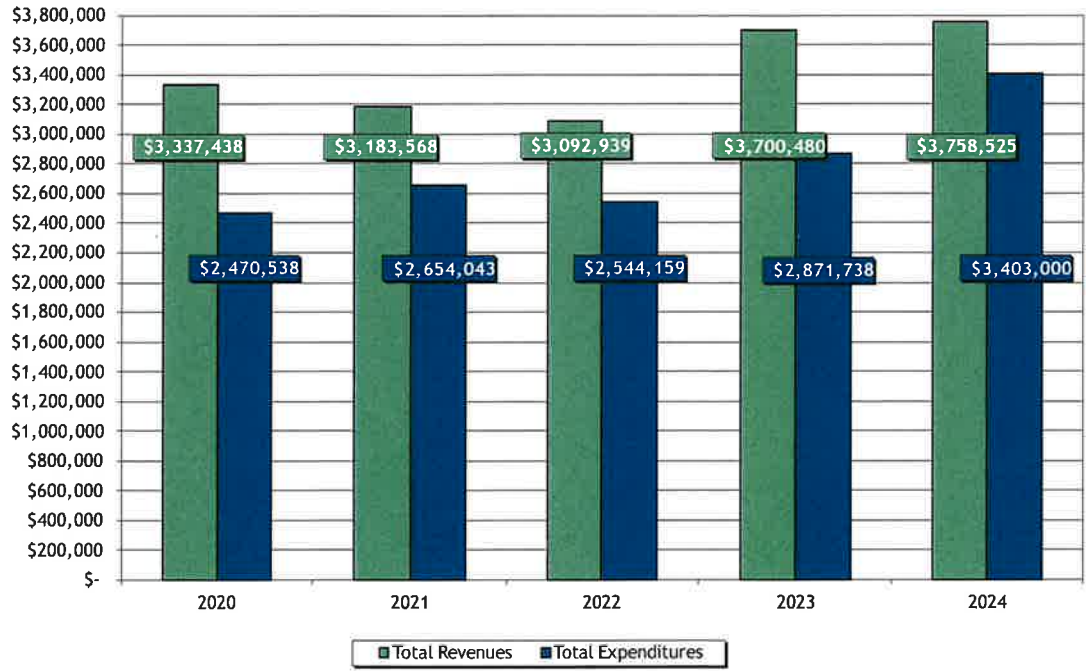
- ◆ Management is responsible for the financial statements
- ◆ Auditor is responsible to express an opinion on the financial statements
- ◆ Unmodified Opinion - best opinion an auditor is able to offer
- ◆ Provides assurance that the financial statements are fairly presented in all material respects
- ◆ Legal Compliance Audit - No findings
- ◆ Internal Control - Lack of Segregation of Accounting Duties

Financial Communications

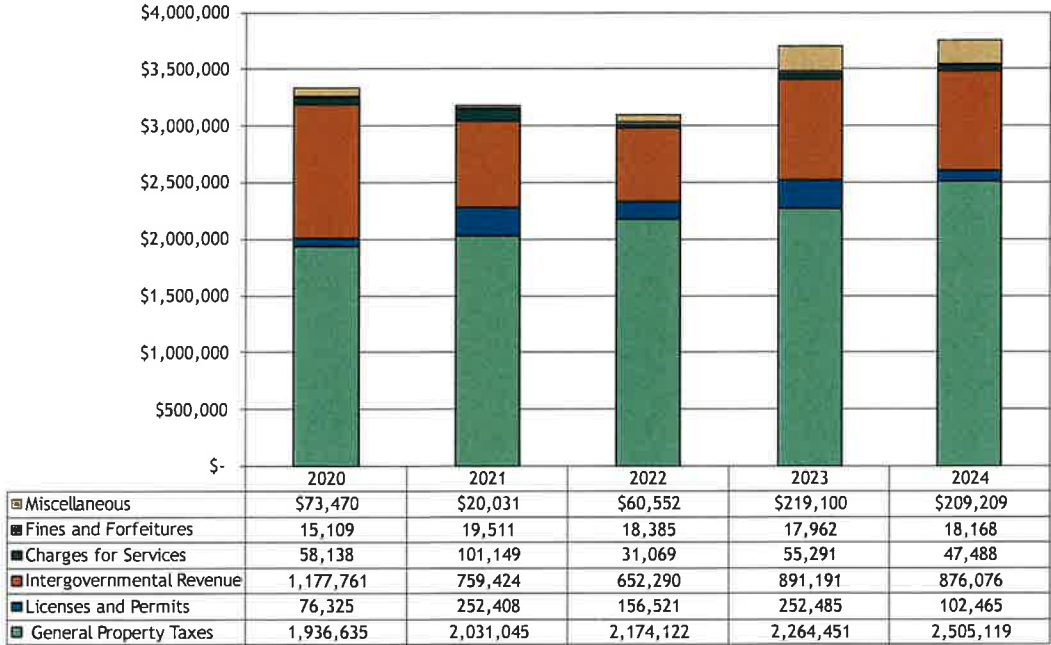
General Fund Balance



General Fund

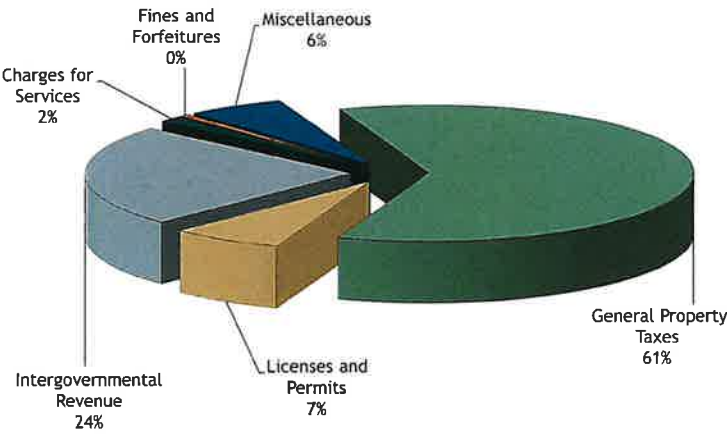


General Fund Revenues

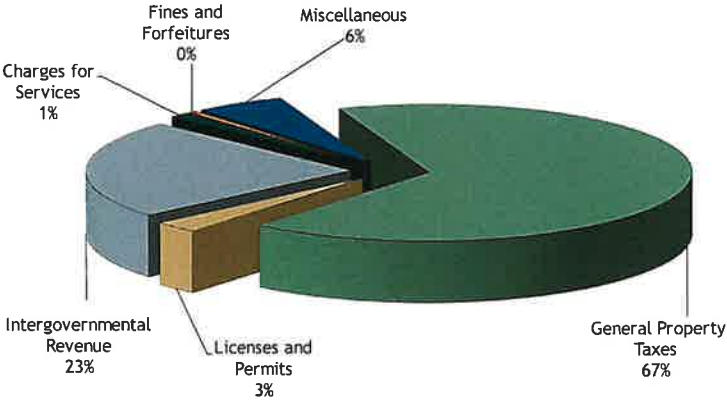


General Fund - Revenues

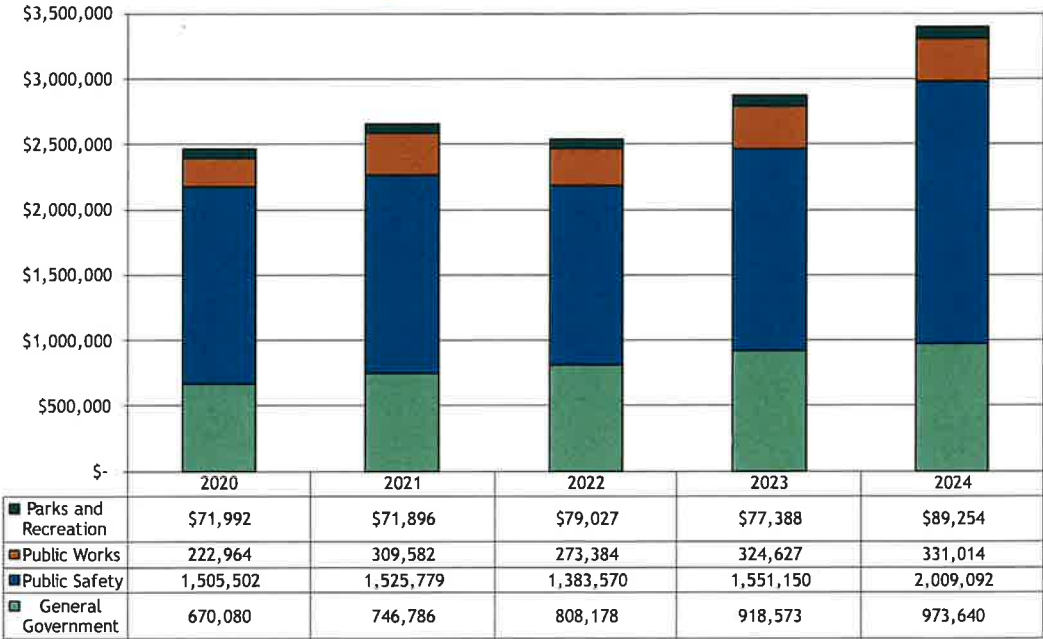
General Fund Revenues 2023



General Fund Revenues 2024

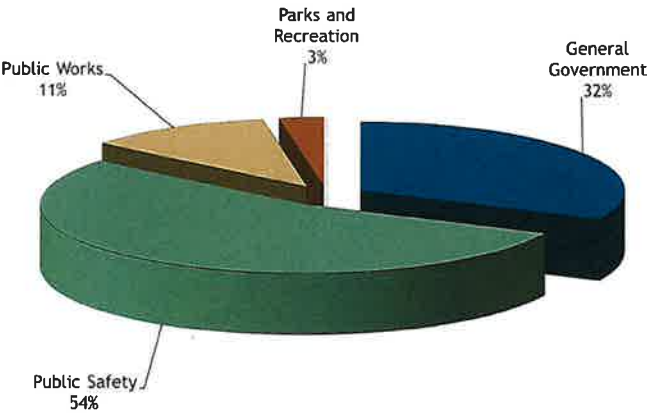


General Fund – Expenditures

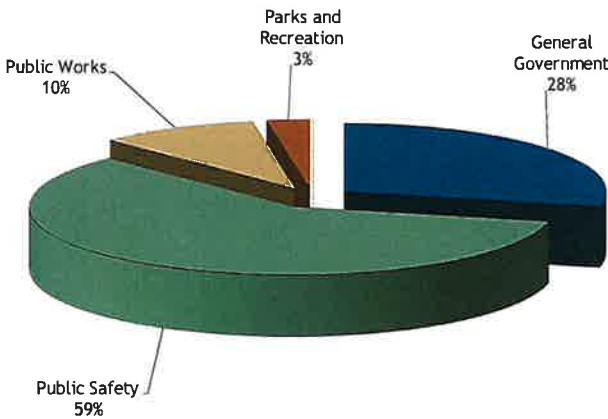


General Fund - Expenditures

General Fund Expenditures 2023



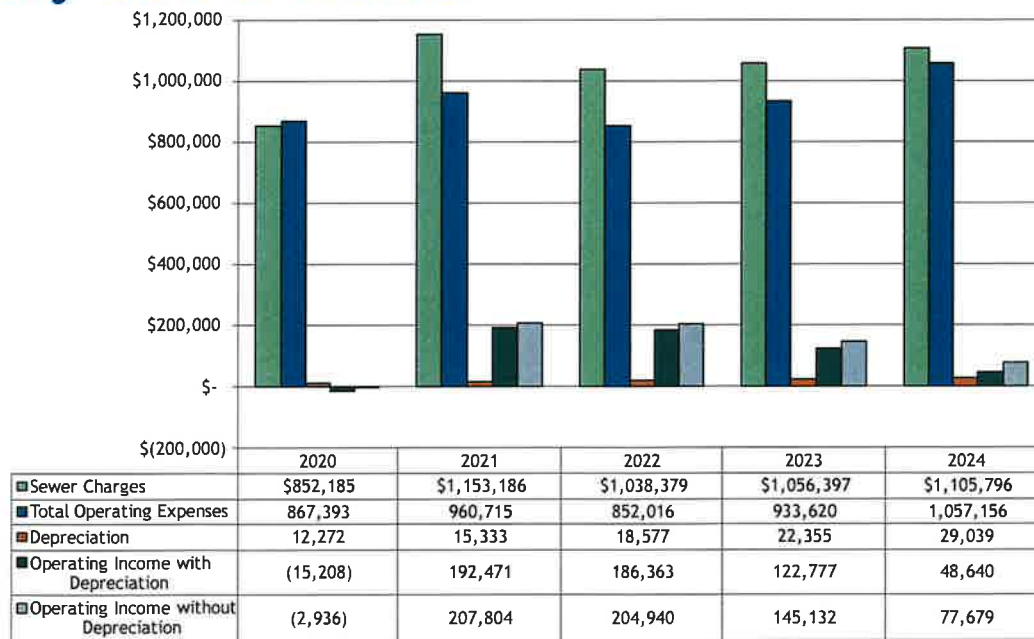
General Fund Expenditures 2024



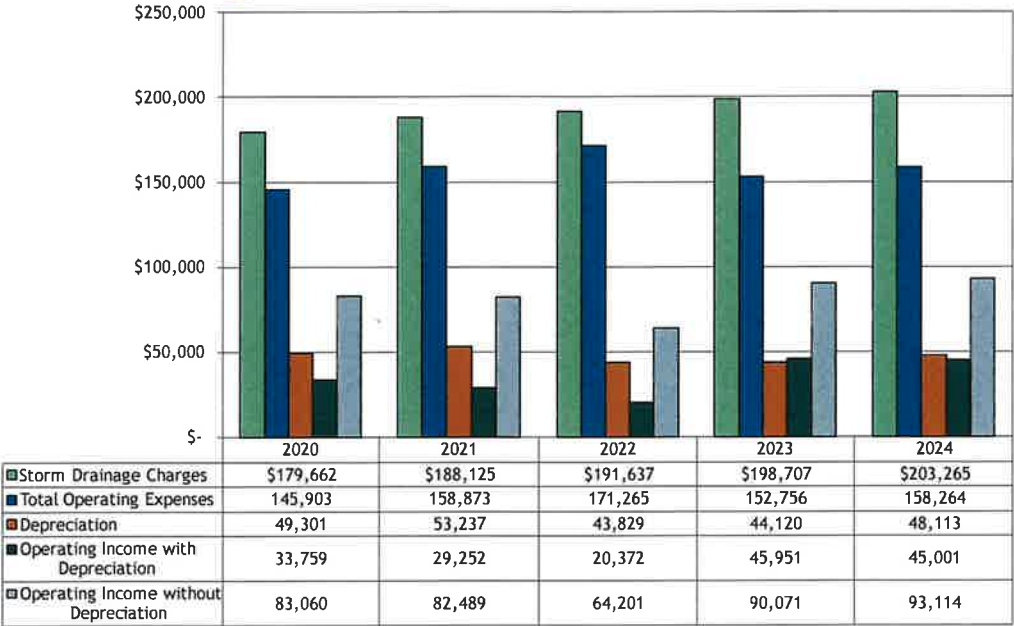
General Fund Budget to Actual

	Original and Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Taxes	\$ 2,510,386	\$ 2,505,119	\$ (5,267)
Tax increments	-	28,709	28,709
Licenses and permits	95,250	102,465	7,215
Intergovernmental	829,971	876,076	46,105
Charges for services	46,572	47,488	916
Fines and forfeitures	15,000	18,168	3,168
Miscellaneous	16,000	180,500	164,500
Total revenues	3,513,179	3,758,525	245,346
Expenditures			
General government	1,025,385	973,640	(51,745)
Public safety	2,043,033	2,009,092	(33,941)
Public works	354,026	331,014	(23,012)
Parks and recreation	102,735	89,254	(13,481)
Total expenditures	3,525,179	3,403,000	(122,179)
Excess of receipts over (under) disbursements	(12,000)	355,525	367,525
Other Financing Uses			
Transfers out	(76,000)	(76,000)	-
Net change in fund balance	\$ (88,000)	\$ 279,525	\$ 367,525

Sanitary Sewer Fund



Storm Drainage Fund



Auditor



Andy Grice

AUDIT SHAREHOLDER

952-563-6862

ANDY.GRICE@CREATIVEPLANNING.COM

Thank You



This commentary is provided for general information purposes only, should not be construed as investment, tax or legal advice, and does not constitute an attorney/client relationship. Past performance of any market results is no assurance of future performance. The information contained herein has been obtained from sources deemed reliable but is not guaranteed.

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

MINUTES
March 26, 2025 at 7:00 P.M.

- A. CALL TO ORDER: 7:03 PM
- B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_ MEYER_X_
MIELKE_X_ WASSENBERG_X_

STAFF PRESENT: LINEHAN_X_ JOHNSON_X_

- C. APPROVAL OF AGENDA

Councilmember Leehy motions to approve the agenda;
Approved 5-0

- D. PRESENTATION. NineNorth Update – Executive Director Jeff Ongstad

Ongstad provides general information related to NineNorth. Falcon Heights is part of a nine-city Joint Powers Agreement. They have a 9-member commission that handles cable-related topics and is partially funded by franchise fees paid by cable companies. They also operate the North Suburban Access Corporation, which produces local programming, such as city meetings, and “spotlight stories”, all can be watched through cable or online. Ongstad provides an overview of future updates.

The council thanks Ongstad for the presentation and the work they do for Falcon Heights.

- E. APPROVAL OF MINUTES:
1. February 26, 2025 City Council Meeting Minutes

Councilmembers Meyer and Wassenberg motion to approve the meeting minutes;
Approved 5-0

- F. PUBLIC HEARINGS:
1. E-Meter Consideration – Presentation from the State Fair Task Force

Mayor Gustafson provides an overview of the hearing process.

Linehan introduces the members of the State Fair Task Force, and their chair McGarthwaite, who will present the e-meter parking program. He explains that tonight’s presentation will provide an overview of the concept and that updates to the City Code are needed to allow for e-meter parking and continued exploration. This is one step of potentially many, but at this point, the city wanted to invite the public for

comments before moving further. The other action requested is to start contract negotiations with ParkMobile.

McGarthwaite goes over previously implemented updates suggested by the task force aimed at alleviating the pain the State Fair can bring. Last year, they started discussions about finding a source of revenue, as State Fair support is limited. She explains the task force has discussed the idea of bringing in ParkMobile to provide temporary e-meter parking. The concept was researched and the task force provided initial recommendations to the council and worked out details before presenting the plan to the public.

May explains that while the plan is still being finalized, the public is encouraged to participate in shaping its details. The rationale behind the e-meter parking program is to generate new revenue without relying on the state or the fair. This new revenue would offset the expenses the city incurs from fair traffic and benefit all residents. Additionally, the city hopes to improve parking compliance through the use of parking ambassadors who will assist and guide drivers, as well as provide employment opportunities for residents.

The plan will be implemented only in the Northome and Northeast neighborhoods, not citywide. Streets in these areas will be divided into zones, with clear signage explaining how to pay for parking. The current version of the plan states that households in the affected neighborhoods will be eligible for one free resident parking pass, registered to a specific vehicle, and valid for all 12 days of the fair. Visitors will be charged \$25 per day for a parking spot.

ParkMobile, a company already providing e-meter parking in many major cities, will supply signage and assist with staff training. Parking Ambassadors will be onsite to welcome and assist visitors, while the St. Anthony Police Department (SAPD) will be responsible for issuing parking violation tickets.

The program is backed by a three-year contract with ParkMobile, and it includes flexibility for adjustments to better meet the city's needs. While resident passes will be issued, there will be no reserved spots. Existing State Fair parking permits in other parts of the city will remain unchanged.

May outlines the roles and responsibilities of both SAPD and Falcon Heights staff and explains the process fairgoers will follow. She also provides a Frequently Asked Questions (FAQ) section to proactively address common concerns.

Gustafson opens the Public Hearing.

Sue Majerus – 1381 Iowa

Opposed to the change. Puts limitations on residents and their visitors. Also, concerned about apartment dwellers who spill out onto the streets. Where is the revenue going that we receive now from parking violations? Concerned with fraud with parking apps and stealing credit card information. Understands the City of Roseville gets compensated for the park-n-rides they provide. Wonders if there is a study that outlines the impact of the fair and whether the council is impacted by this decision.

Bob Haight – 1477 California Ave.

The street fills up quickly during the fair. Concerned with Falcon Heights serving as a parking lot, without receiving compensation. Strongly supports this concept. Appreciates the effort to compensate homeowners, so they can park one car for free. Willing to pay for his visitor's parking.

Mark Hove – 1824 Tatum St.

Appreciates the effort to research. Wants to keep the State Fair affordable for everyone. Visitors pay their share of the cost. Would like to see a breakdown of the expenses the city incurs to better understand the city's costs.

Rachel Fang – 1412 Iowa Ave.

Opposed to the idea because it adds costs for people. One pass per household is not enough, for example, for a 3-car family. Also, there is no guarantee of a parking space. Wonders what the State Fair does for Falcon Heights; the whole surrounding area is a parking lot for the fair.

Gail Mollner – 1841 Asbury St.

Never had free parking in front of her house while living by the State Capitol. Also feels like Falcon Heights is a parking lot for the fair. Has used ParkMobile and had a similar idea. One free pass is not sufficient. There are many other low-cost options for people to get to the fair.

Colleen Wambach - 1770 Pascal St.

Has lots of visitors and family during the fair, so one pass is not helpful. Also wonders what the cost is exactly is for the city. Appreciates Falcon Heights trying to control the fair parking. \$25 seems steep.

Dave Wasson – 1426 Idaho Ave. W.

Long-time resident. Appreciates the effort to improve fair parking. In favor and would like to see the cost incurred by the city if they implement the program. Ensure the pass is easy to get for residents. Wonders if the fair can help promote the program.

Ginny Allen – 1490 Idaho Ave. W.

Concerns on implementation. One pass is insufficient. Feels like a \$300 tax for people with more than one car on the street. How will the program impact service trucks that may need to come out? Also, what are the expenses of the program, and what would the net profit be?

Anne Lundberg – 1740 Pascal St.

Opposed to the idea and sees it as a penalty for the neighborhood. Unfair for neighbors to pay the fee, and the benefit goes to the whole city. Also has visitors and family over to go to the fair who would have to pay extra. Looking for clarification on how the free resident passes would impact the net revenue.

Ron Eggert – 1868 Simpson St.

Long-time resident. Former council member and mayor. Explains that policing and fire costs during the fair are around \$60k. It is unfair for residents to pay that through taxes. Tried various means, such as working with the fair to raise funds to offset the costs, but the fair was resistant. It is a good idea that will benefit all.

Kathrine Allen - 1764 Pascal St.

Neutral on the issue. The point is to help ease the burden on residents. The proposal adds to the residents' burden as it is associated with one car. Doesn't care if people sell the passes. Wants to find a way to make the passes more flexible. Curious about where the revenue goes. It would inconvenience residents more than currently.

Karen Hanson - 1391 Iowa Ave. W.

Curious if other companies were invited, why this company was selected, and whether the costs were compared. It is not Falcon Heights' job to make the fair affordable. If you divide the total revenue up by all residents, it only comes down to \$40 per resident, based on 5,000 residents and a revenue of \$200,000. Has not seen other porta-potties other than at the park. Wonders where the other costs are. This causes extra stress and has people worrying about ticketing rather than the safety of residents. Not in favor.

Erin Cassidy - 1844 Tatum St.

Opposed to the plan. Seems greedy. Wants to be more welcoming. Everyone chose to live in FH, knowing the State Fair is here. While the fair is an inconvenience, it is only for 12 days. Work together and get people parking in their driveways, or care for visitors more proactively. Why would someone pay \$25 to park and walk a mile? What about technical problems, for people who do not use their cell phones?

Brandon Nessen - 1740 Simpson St.

Opposed to the concept. Concerned about signs on the street. Believes it is only used in commercial areas in the Twin Cities. Wonders how it will impact the property values of impacted areas. Seems the revenue is not enough for such a large move. Appreciates other comments about being caring and thinking about the affordability of the fair.

Bruce Warkentien - 1897 Sheldon St.

Against the proposal, it does not feel welcoming. Worries about an angry society and the safety of parking ambassadors.

Bob Tomlinson - 1464 Iowa St.

The volume of traffic has increased significantly around the fair in the last 10 years, as fair attendance has increased. It will not impact or change the traffic volume in the neighborhoods. Wishes something could be done about that.

Bruce Seal - 1502 California Ave. W.

Explains experiences with the fair. Wonders if some of the money can be used to hire people to clean up the streets following the fair. If this project can help make the neighborhood streets safer, it would be well worth it, especially for children. Traffic is not cautious of children, getting more tenuous for him over the years.

Mike McGregor - 1884 Sheldon St.

Lost half of the streets due to signs for one-sided street parking. Now would lose all parking, except for one car. Concerned about the revenue going to the entire city. Are signs temporary or permanent? Current signs are ugly. Who gets the fine revenue, and where would all the revenue go? What technology is used to determine which car is out of compliance?

Joan Paulson - 1511 Idaho Ave. W.

Fair experience creates a close-knit neighborhood. Indifferent about the concept. One pass is inadequate, specifically, if it is tied to one vehicle. Streets are also full very early. Consider not tying the resident pass to one vehicle. Can the resident pass allow parking at fair permit parking?

Paul Eberhard - 1497 Iowa Ave. W.

Opposed to the idea. Enjoys the fair and welcomes the crowds. This will be unwelcoming. Fair also charges \$25, and local vendors charge \$50. Suggests not charging the same as the fair and to have a conversation with the fair about reimbursement for costs incurred. Also, wonders what problem is trying to be resolved. Revenue would not be sufficient and should only go to the impacted areas. This raises other questions such as can this help pay for assessment costs? What

about people who only park for half a day? How will people know there is an open spot? Also concerned about one resident pass.

Steve Goers - 1488 Idaho Ave. W.

Opposed to the idea. Stickers over QR codes can be an issue. People know the fair is here when they move to Falcon Heights. One resident pass is not enough; being tied to one car is also insufficient. Loves to provide parking for family and friends. It's only 12 days of the year. An overaggressive attempt at getting money apart from solving problems that residents face.

Sam Wells - 1802 Asbury St.

Looked at projections of annual revenue and broke that down per day. \$200,000 would assume every spot is full, every day of the fair. It's not full for all 12 days of the fair. Revenue projection is not going to take care of all the problems. What happens if the idea underperforms? Has a large assessment bill from a previous project, will that be looked at with the revenue?

Craig Allen - 1490 Idaho Ave. W.

Neutral on the idea. Does not want to create more opportunities for vehicle-related police incidents.

Ron Eischen - 1861 Moore St.

Neutral on the idea. Concerned that fairgoers will go look for free parking in other parts of the city. Wonders if the paid parking will be expanded.

Emilie Allmaras - 1340 Idaho Ave.

Considers herself an ambassador for the streets and helps people park. Appreciates the signs. A lot of tickets are issued during the fair. Adding a complicated app seems like a hassle. There is no driveway at their house. Has issues with one resident pass. How would another free pass be obtained?

Chris Wrightson - 1471 California Ave. W.

Issues with safety. Cannot use the streets during the fair. Wants to be able to utilize the streets and not worry about cars speeding through the neighborhood. Unsure if revenue would help alleviate this. Could sanitation crews clean up after the fair? Beneficial to get the fair's attention to help out the city. Suggests reducing the price to \$20 and a rollout period, using only one or two streets. One pass is insufficient.

Joe Conroy - 1358 California Ave. W.

Safety issues come from people looking for a parking spot. Put up signage to alert people that parking is at capacity. Risk for people without a sidewalk on their streets. Roads around the fair are inaccessible for bicyclists. Neutral on the ordinance.

Myra Grignon - 1938 Autumn St.

One resident pass is an issue. Worried about people who have caretakers. Parking tickets will make people irate. Feels the police have better things to do. Can there be traffic controllers?

Rick Seifert - 1485 California Ave. W.

Traffic has become worse. Hopes the program can help make the neighborhoods safer. Trash has gotten worse. Use revenue towards those uses.

Amy Anderson - 1892 Simpson St.

Also wonders what the issue is that is trying to be resolved. Is it only to bring in more revenue? Feels the parking prices are excessive. Other issues are brought up, but that will not be resolved with this program.

Chris Knight - 1905 Larpenteur Ave. W.

No issue with parking on Tatum, but it has been filling up as attendance is growing at the fair. Fair is its own entity. State reps are trying to come up with revenue streams as well. Fair is not inclined to share with the surrounding cities. While the revenue might not seem much, it's something.

Tom Baldwin - Albert St.

Former mayor. Every bargaining technique has been used to secure fair reimbursement for the impact it has on surrounding cities. Also worries about keeping the cost of the fair down. There are low-cost options to get to the fair. \$200,000 would be beneficial to the city, in comparison to the annual budget. Ensure performance standards are in the contract with ParkMobile. Wonders what the city has to lose by exploring the option.

Heather Romain - 1740 Simpson St.

Opposed to the concept. Reconsider the residents' views who live on the street, and who are impacted. Worried about the number of signs.

Randi Tomlinson - 1464 Iowa Ave.

Enjoys the fair. Living by the fairgrounds means you are the fair. Has an Issue with one resident pass, which would be a hindrance. Worries also about safety and traffic mitigation. Last year's signs were helpful. More towing is appreciated. Worries about traffic and kids' safety. Close up some streets to help traffic flow.

Leehy motions to close the hearing by consent.

Gustafson thanks the task force for their work. He reiterates many councilmembers in the past have been trying to reach the fair for reimbursement to no success.

Leehy thanks residents for their comments. She lived on Idaho, and currently resides on Fairview Ave, but is familiar with living close to the fairgrounds.

Meyer lives on Pascal in the northern end of the Northeast neighborhood. He appreciates the ideas brought up. Making passes transferable is compelling. He has been supportive of making the resident passes as easy to acquire by residents as possible. The council should discuss lowering the price further away from the fair.

Mielke wonders if Linehan can clarify easy questions.

Linehan explains that revenue from parking tickets is shared across the entire city, with approximately \$12,000 in fines going into the general fund each year. While government vehicles are exempt, the status of other service vehicles is still under discussion. The costs associated with implementing the e-meter parking program are relatively low. The city has added portable restrooms. The extra cost for sanitation crews is \$5,000, there is also about \$40,000 in general staff expenses. St. Anthony estimates their policing costs at \$30,000. The fair declined requests to fund this. Overall, the city expects the program to generate around \$200,000 in revenue, with a projected net profit of \$100,000 after expenses. The goal is to relieve some of the burden on the police by having dedicated

staff manage much of the parking logistics. During the fair, police will primarily focus on public safety, while Parking Ambassadors will serve as extra sets of eyes for parking compliance and provide support. Revenue projections are based on expected parking turnover. All visitor parking spots will cost a flat rate of \$25 per day, regardless of how long the space is used.

Robert from ParkMobile urges not to use the QR code and provides other ways to pay. The program uses highly secure technology. It's the largest payment platform in the US, creating familiarity and compliance. Charging for parking is an equitable thing to do, as the money can be reinvested back into the community. All the signs are temporary. Robert provides an example of Wayzata, how they started charging for boats in their harbor, and allowed residents to not pay for a boat slip. Linking the permit to a license plate reduces the administrative burden on staff. Different permissions can be assigned on the technology side, allowing for a highly flexible system that can be customized to fit various needs.

Linehan explains that the requested action is the approval of an ordinance to amend the city code, allowing for the implementation of e-meter parking. This change would also permit updates to the city's fee ordinance. While the Administrative Manual outlines the rules and procedures for Falcon Heights, including current State Fair parking guidelines, it is separate from the city code itself. The second request is to allow the City to enter into contract negotiations with ParkMobile. As for the choice of ParkMobile, Linehan notes that while there are other major competitors, ParkMobile offers a strong network effect due to its widespread use and name recognition. It also provides 24/7 customer support and has extensive experience in the parking industry – recently acquiring its largest competitor. The city has prior experience distributing permits to residents, and any adopted plan can be amended in the future as needed. Tonight's discussion is focused on considering the aforementioned approvals.

Councilmember Mielke agrees that resident passes are a top priority. She notes that the SFTF primarily represents the neighborhoods surrounding the fairgrounds. While the issues raised have been carefully considered, the city has continually faced challenges in securing adequate resources to address them. Mielke expresses support for moving forward with the overall concept.

Councilmember Wassenberg expresses appreciation for the public's feedback. He emphasizes that making parking passes easily accessible for residents is a higher priority than generating revenue. He prefers not to link passes directly to license plates, so residents won't need to manage additional tasks. While transferable passes may create a bit more responsibility for residents, he believes the trade-off is worthwhile. He clarifies that the program isn't intended to enhance neighborhood safety, but rather to reduce the number of people circling for free parking. With fewer free spaces, there's less incentive to drive around looking for one. He believes the St. Anthony Police Department (SAPD) is well-equipped to handle challenging situations. Parking Ambassadors will help by checking vehicles for compliance and notifying police if a car is out of line with regulations. Wassenberg also notes that the city has audited current parking usage to ensure that resident access won't be compromised. The goal is not to take away spaces from residents. He assures that revenue projections are based on a count of available spots and how often they can turn over. He closes by thanking everyone for their input.

Gustafson expresses support for the program, noting that this allows the city to have Ambassadors assist visitors, offer a warm welcome, and help manage parking. Their presence also helps fund additional trash cans and sanitation crews to keep the community clean during the fair. With Parking Ambassadors handling compliance, SAPD will be able to focus on traffic control and ensuring neighborhood safety. While acknowledging that many details still need to be worked out, Mayor Gustafson expresses a willingness to move forward with testing the program. He closes by thanking residents for their input, thoughts, and ideas.

Councilmember Mielke motions to approve Ordinance 25-01, An Ordinance Amending Chapter 46 Of The Falcon Heights City Code To Add Language To Section 46-29 Regarding The Establishment Of Parking Zones Using Electronic Payment Systems;
Approved 5-0

Councilmember Mielke motions to approve Resolution 25-25, Resolution Authorizing The Acceptance Of A Proposal From ParkMobile LLC And Authorizing The City Administrator To Finalize An Agreement;
Approved 5-0

G. CONSENT AGENDA:

1. General Disbursements through 3/18/25: \$480,866.02
Payroll through 3/9/25: \$24,646.85
Wire Payments through 3/9/25: \$15,729.80
2. Approval of Resolution 25-26 Authorizing the Removal of Amy Christiansen from the Environment Commission
3. Reappointment of John Pellegrini to the Environment Commission for a Second Term

Councilmember Leehy motions to approve the consent agenda;
Approved 5-0

H: POLICY ITEMS:

1. Approval of Resolution 25-27 Supporting Legislation Expanding the Ramsey County Housing And Redevelopment Authority To Include Economic Development Agency Powers

Linehan explains Ramsey County is lobbying for a bill to create an Economic Development Agency (EDA) and grant the Housing and Redevelopment Authority (HRA) the powers of the EDA. Funds could be used for critical corridor programs and other development needs. Other counties can use funds to support and retain businesses. Currently, Ramsey County does not have this authority, and cities are very limited in their EDA abilities. It will help the county, to send a letter of support from Falcon Heights. Other Ramsey County cities are in support of this.

Councilmember Meyer motions to approve Resolution 25-27, Resolution Supporting Legislation Expanding The Ramsey County Housing And Redevelopment Authority ("HRA") To Include Economic Development Agency ("EDA") Powers;
Approved 5-0

2. Approval of Resolution 25-28 Authorizing Letter of Support for the Equal Access to Broadband Act

Linehan explains this Equal Access to Broadband Act would improve cities' control over public rights-of-way, allowing local governments to negotiate franchise agreements for broadband providers' use of public rights-of-way, helping to ensure cities receive reasonable compensation and to help ensure equal access and equitable broadband deployment by requiring providers to meet buildout requirements in underserved areas. Currently, a permit is the only way to regulate the right-of-way use. This act would provide franchising abilities. People are moving away from cable to broadband. NineNorth is losing its funding source as cable is going away, and this adds a tax that can benefit NineNorth. The League of Minnesota Cities and Metro Cities are in favor of this act.

Councilmember Mielke motions to approve Resolution 25-28, Resolution Authorizing
Letter Of Support For The Equal Access To Broadband Act ;
Approved 5-0

3. Approval of Resolution 25-29 Accepting Proposal from iWorQ to Include Payment Processing from Payroc as the City's Payment Processor

Linehan explains that this is used for payment processing. Currently, the city uses AllPaid as a third-party provider for payment processing, which voids having to protect credit card data. They charge a fee, which used to be 2.95% and was recently increased to \$3.99. Staff researched other providers such as U.S. Bank. Most payment processing comes from permits. The City uses iWorQ for permit management, and they have a payment provider, Payroc. With Payroc integrated into the system, handling permit payments will provide ease for staff. Payroc can also process other types of payments outside of iWorQ. Customers will pay a processing fee of either \$2 per transaction or 3.5% of the total – whichever is greater. This means purchases under \$57 will incur a \$2 fee, while those over \$57 will be charged 3.5%. This setup simplifies the process for staff and helps reduce overall processing costs.

Councilmember Wassenberg motions to approve Resolution 25-29, Resolution
Accepting Proposal from iWorQ to Include Payment Processing from Payroc as the
City's Payment Processor;
Approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Wassenberg Thanks John Pellegrini for serving on the Environment Commission.

Leehy notes the Community Engagement Commission met on March 17, they are working on setting up meetings with apartment managers and discussed future meetings and events.

Mielke attended the NineNorth meeting, and the State Fair Task Force also met last week.

Gustafson explains that there is a Community Climate Action Plan meeting on Monday, March 31 at City Hall. He thanks the SAPD.

Linehan shares the Coffee with a Cop is at Falcon Town Square at 8:00 AM, Falcon Heights went through its audit last week, and American Environmental is out scoping and cleaning

sewer lines. Public Works is continuing tree trimming and started maintenance at Community Park.

J. COMMUNITY FORUM:

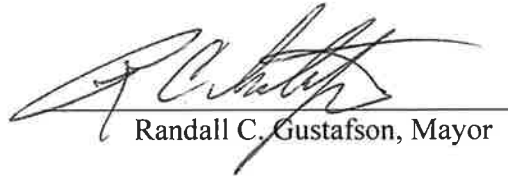
Katherine Allen – 1765 Pascal St.

Wonders if all motions are supposed to be included on the agenda? Linehan explains the actions requested are put on the agenda. She wonders if it's legal to impose sales tax on event tickets. Gustafson notes this would have to be approved through elections. Linehan adds the State Fair is separate from the laws in Falcon Heights, and this would only apply to local businesses.

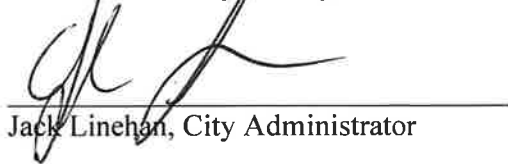
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.

K. ADJOURNMENT: 10:02 PM

Councilmember Leehy motions to adjourn;
5-0


Randall C. Gustafson, Mayor

Dated this 14th day of May, 2025


Jack Linehan, City Administrator

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

MINUTES

Wednesday, April 2, 2025
6:30 P.M.

A. CALL TO ORDER: 6:33 PM

B. ROLL CALL: GUSTAFSON__X__ LEEHY__X__
 MEYER__X__ MIELKE__X__ WASSENBERG__X__

STAFF PRESENT: LINEHAN__X__ JOHNSON__X__

C. POLICY ITEMS:

1. Continuation of Discussion on E-Meter Parking: Incorporating Public Comment and Next Steps

Linehan summarized that following the public hearing, the council adopted the ordinance permitting the use of parking e-meters and authorized the city administrator to begin contract negotiations with ParkMobile. A key discussion point with the city attorneys is the contract length. The finalized contract will be brought back to the council for approval.

City Staff are seeking guidance on the following next steps:

1. Amend the Administrative Manual (State Fair Guidelines)

Clarify:

- o How many resident parking passes each household is eligible for and who qualifies.
 - o How passes will be distributed and in what format (e.g., e-passes, hang tags, or other).
 - o Whether passes will be tied to license plates or issued in a different form.
2. Adopt an Annual Resolution - Define where e-meter parking will be implemented and when it will be active.
 3. Amend the Fee Schedule - Establish the visitor parking rate.
 4. Adjust the Annual Budget - Reflect projected revenues and expenses from the program.

Councilmembers and the State Fair Task Force provided the following comments

- Gustafson emphasized prioritizing the program's goals: improving public safety, managing increased traffic and parking during the State Fair, and addressing related city expenses (e.g., trash cans, porta-potties). He supported covering the cost of an ambassador program through e-meter parking revenue and allowing residents street access through passes. He was comfortable with lower revenue if more resident passes were provided.

- Wassenberg noted the State Fair Task Force (SFTF) was formed to improve the resident experience. The issue has a financial component, but the SFTF has a good track record in balancing needs.
- Leehy highlighted the importance of clear communication and ensuring the program benefits the whole city without overly burdening residents or staff. Public safety, reducing traffic, encouraging carpooling, and promoting park-and-ride use were key priorities. She supported additional perks like temporary intersection artwork to slow traffic and an ambassador program. Leehy suggested offering one resident pass per household with the option to request more, potentially at a discounted rate, and accommodating home health care or service vehicles with one-day passes.
- Mielke emphasized ease of communication, implementation, and enforcement, noting environmental benefits like reduced emissions.
- Meyer reflected on resident feedback, noting the fair is both a point of pride and a challenge. He opposed subsidizing fair costs through property taxes and summarized public input:
 - Benefits: revenue generation, tax relief, reduced congestion, funded amenities.
 - Concerns: perceived as unwelcoming or a “cash grab,” limiting resident access, high pricing (especially in Northeast Quadrant areas), and uncertain financial projections.
- Wassenberg cautioned that issuing too many passes could reduce visitor parking availability and outlined parking data and revenue models.
- Linehan and Meyer discussed the mechanics of hang tags versus license plate-based systems, noting that hang tags offer visual enforcement benefits, while ParkMobile’s system has limitations in searching license plates across zones.
- Gustafson underscored the need for secure, traceable passes to prevent counterfeiting and proposed accounting for existing permit parking.
- Mielke suggested a system demonstration to clarify backend processes. She also expressed a desire to ensure the SFTF gets an opportunity to discuss the ideas brought up tonight.
- Meyer supported the automatic issuance of one pass per household, with additional passes available upon request through City Hall or online, including potential processing fees. Apartments would receive one pass per unit.
- May emphasized the importance of collaboration and refining the parking model with the SFTF.
- McGrathwaite asked for clear direction from the council on what the SFTF should address next.
- Survey Proposal: Wassenberg suggested a short resident survey (e.g., via SurveyMonkey) to estimate how often residents park on the street during the fair. Mielke expressed some hesitation.
- Security Features: The council agreed that investing in secure hang tags was worthwhile, with violations subject to fines.
- Data and Communication: Linehan mentioned staff could provide parking data from the past two years. Meyer and Gustafson emphasized working with the SFTF and city staff on clear communication, possibly under a “State Fair Guide 2.0,” and bringing in communications support to address misinformation.
- Next Steps: Linehan and Gustafson proposed finalizing most details at the May workshop. Mielke suggested exploring an opt-out option, and Wassenberg emphasized gathering better data on actual parking demand.

2. 2025 Goal Setting – Review of Draft Plan

Linehan explained that following the goal-setting meeting, DDA prepared a preliminary draft based on the discussion. The draft serves as a set of detailed notes or minutes from the meeting and outlines key priority areas. It is intended to help the council identify which issues and goals to focus on, determine who should be responsible for each, and assign ownership to carry them forward. Linehan invited the council to provide feedback on the draft.

Mielke asked about the timeline for carrying out these goals. Linehan adds that target dates will need to be worked in more, taking workloads into consideration.

Meyer points out that CIP should be spelled out, to ensure it's readable by the public. Or he suggests creating a glossary.

Linehan noted that the draft aligns with the themes identified during the consultants' pre-session phone calls with council members and incorporates the notes taken during the session.

Wassenberg suggested involving someone from NYFS (Northeast Youth & Family Services) to provide support for multi-family and senior housing communities.

Linehan: Recommended reviewing the draft by category, ensuring the themes reflect the council's shared goals. Emphasized the importance of setting SMART goals (Specific, Measurable, Achievable, Relevant, Time-bound) to track progress and ensure these goals are sustainable for future councils.

The council requested rephrasing the language related to the city's relationship with area schools.

Linehan explained that the consultants will further develop the draft, bring it to the upcoming workshop for council discussion, and then incorporate any changes before presenting it to the public at the following meeting. Mielke asked whether new goals or items – such as improving walkability and bike-ability along Snelling Avenue or enhancing connections with neighboring communities – could be added later. Linehan confirmed that goals can be added over time. The draft is meant to help prioritize council discussions, assign responsibilities, and guide the creation of a work plan. Mielke suggested integrating the goals with the city's Climate Action Plan.

3. City Commissioners Code Update & Administrative Manual

Linehan shared that the city is reviewing the commissioner appointment process, noting that the current code lacks clear language. With the introduction of stipends for serving on a commission, the goal is to encourage more interest and competition, making it important to have a more formal process in place. The updates draw on council direction, best practices, prior code, and input from staff liaisons. The Administrative Manual, which outlines the city's operational practices and is formally adopted by the council, also contains long-standing rules related to commissions that need review.

Meyer believes that if commissions become competitive, having a youth commissioner serve on the commission should be mandatory. Linehan explained that leaving the youth commissioner designation optional provides flexibility, especially if there are

concerns about filling the position. Wassenberg agreed to keep it optional but emphasized the importance of strongly encouraging youth participation. Gustafson suggests making the youth commissioner the 8th full-voting member. Linehan confirmed that the youth commissioner could serve as a full voting member if designated as such. Gustafson suggested that if no youth commissioner is available, an adult commissioner could serve a one-year term instead, giving youth applicants preference similar to veterans' preference. The council discussed outreach strategies, such as contacting youth groups to recruit members who may need volunteer hours and encouraging them to serve on commissions.

Mielke raised the issue that no clear language currently exists around the structure or logistics of task forces and ad hoc commissions, such as the State Fair Task Force, police groups, or inclusion task forces. Gustafson noted that these groups typically focus on a specific issue or topic. Meyer asked whether members of these groups would also be eligible for compensation. Linehan clarified that task forces have generally operated outside the commission-related compensation and guidelines. Mielke recommended maintaining flexibility in the rules so the council can address emerging issues as needed. Wassenberg suggested that when the council creates an ad hoc commission or task force, it should also define its operations and guiding principles at the outset. Linehan agreed and added that language could be incorporated while keeping flexibility. Updates have already been made to reflect that commission terms are tied to the date of appointment. Additional changes include clearer language around filling vacancies, a 30-day notice period, the formation of an interview committee, and provisions for youth commissioners within the general policy. Updates also cover a ranking system for applicants, as well as refinements to the resignation and removal process. New sections have been added on stipends, compensation, orientation and onboarding, and attendance and participation expectations. The final backend work is underway before the updates are brought to the council for approval. Linehan also clarified that payroll frequency will be specified and that attending events will not be a formal attendance requirement.

4. Website Redesign RFP

Mielke suggests hiring a final editor to ensure the website has similar language and looks across the board. Linehan answers this was not budgeted for initially but could be taken into account. The council thinks the RFP is comprehensive.

5. Future Agenda Items

Gustafson suggests adding a section for new business. Linehan replies eventually staff wants to modernize the agenda and RCA formats.

Council discusses attending the NYFS Leadership Luncheon. Invite Lauderdale.

D. ADJOURNMENT: 9:29 PM

DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to

make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org prior to the meeting, as there are no opportunities for public comment during a workshop 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 14th day of May, 2025


Jack Linehan, City Administrator

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

MINUTES
April 9, 2025 at 7:00 P.M.

- A. CALL TO ORDER: 7:01 PM
- B. ROLL CALL: GUSTAFSON_X__ LEEHY_X_ MEYER_X__
MIELKE_X__ WASSENBERG_X__

STAFF PRESENT: LINEHAN_X_ LYNCH_X_ HENRICKSEN_X_

- C. APPROVAL OF AGENDA

Mayor Gustafson points out the amendments are noted in red.

Councilmember Meyer motions to approve the agenda;
Approved 5-0

- D. PRESENTATION

1. Presentation from paleBLUEDot on Climate Action Plan Draft
Ted Redmond provides an introduction and the background of paleBLUEDot. The company has worked on 70+ projects in 22 states. The Climate Action Plan is funded by an MPCA grant. Redmond presents an overview of the collaborative planning process. A lot of research was conducted to learn the most about the community. This along with a community survey serves as a baseline assessment document, to help the planning team and have a place to start the conversation. Redmond discusses key themes that emerged from the community, these include support from municipal action and leadership, renewable energy, impacts on vulnerable populations, and protecting resources. Next Redmond points out temperature changes, and what the climate projections for Falcon Heights are, and how a Climate Plan can help mitigate and adapt. This transitions into greenhouse gas (GHG) emissions, where those are emitted from most, and how large they are in Falcon Heights. The plan to address this is comprised of 6 sectors: transportation, buildings and energy, waste, water, local food and agriculture, and green space. There are a total of 23 strategies connected to the 6 sectors, and these focus on GHG emission reductions and climate adaptation. The goal is a 47% reduction in community-wide GHG emissions by 2035 and a long-term goal of a 100% reduction by 2050. The strategies are supported by detailed actions. Redmond describes what the goal of each sector is, and what strategies will help achieve these strategic goals. The impacts of the plan also spill over into other sectors. There will be economic savings as well, which creates another incentive. Lastly, Redmond provides the next steps for the plan. The draft plan is made available online for the community to provide input. Following this, staff will assist with refinement and present a final draft.

Next Council asks questions. Meyer wonders where the transmission data comes from and if this includes the delivery of packages. Redmond answers yes, the data comes

from the MN Department of Transportation, which collects the data annually. Surrounding cities are also working on Climate Action Plans. Wassenberg has a question about electrical consumption and reduction. Meyer wonders about the survey and if there are any biases. Redmond answers that it gets linked back to a similar study conducted in each county annually by Gale University. Leehy worries about creating too stringent requirements on commercial buildings, rental properties, and homeowners. She also wonders about the decrease in pollinators, and that this is not addressed in the plan.

Meyer points out that he prefers the terms clean or low carbon over renewable energy.

Redmond answers that community-wide, there are no requirements, but encouragements.

Mielke thanks residents and community leaders who assisted with the creation of the plan. Meyer appreciates the science behind the plan. Gustafson thanks the city staff and everyone else who participated in the creation.

2. Presentation from Tubman

Jennifer Dickinson, Director of Legal Services of Tubman, presents an update on the organization's recent activity. She starts by providing an overview of the services the organization can assist with. These include legal services, shelter/housing services, youth and adult programs, and clinical services. Certain programs are more challenging to staff than others, as the processes often are lengthy. She continues to explain how Tubman supports victims/survivors of relationship violence in Falcon Heights. Law enforcement has access to a 24/7 intervention line. They can then offer any of the 24/7 services to the victim/survivors. They also have a designated legal advocate for Falcon Heights criminal cases. Dickinson explains what kinds of cases Tubman took on in Falcon Heights in 2024, and a specific situation that took place in Falcon Heights. Lastly, Dickinson addresses the ongoing challenges Tubman and victims/survivors face, discusses a new service available, and an upcoming program coming soon – Harriet's Haven for Pets. She finishes with sobering domestic violence statistics.

Gustafson points out that Tubman receives funding from government entities as well as private donations. Dickinson answers yes, and the organization works with various campaigns for funding.

Linehan notes that Falcon Heights has been supporting Tubman Services and wonders if more Ramsey County cities are supporting it. Dickinson answers yes, and they continue to have conversations with municipalities.

Leehy wonders if there is a remembrance day surrounding domestic violence awareness. Dickinson points out Violence Free Minnesota, and October is domestic violence awareness month. She also has questions around the number of beds available and access to the youth services.

The council thanks Tubman for their services.

E. APPROVAL OF MINUTES:

1. March 4, 2025 City Council Goal Setting Session Minutes

Councilmember Mielke motions to approve meeting minutes;
Approved 5-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 4/2/25: \$327,195.00
Payroll through 3/23/25: \$25,004.18
Wire Payments through 3/23/25: \$16,164.98
2. Approval of City Licenses
3. Approval of Resolution 25-30 Request for Proposal (RFP) for City Website Redesign
4. Approval of Resolution 25-31 Accepting Alice Hausman's Resignation from the State Fair Task Force
5. Approval of Resolution 25-32 Authorizing Acceptance of a Proposal with **DDA Human Resources, Inc.** for Completion of a Compensation & Classification Study Not to Exceed **\$11,000.**
6. Authorization to Close Fund 429 – 2023 Street Project Fund and Transfer Remaining Funds to Remaining Debt Service Funds
7. Authorization to Enter into a Memorandum of Understanding with Goff Public for Communication Support and Media Relations Services
8. Approval of Proposal for Construction Materials Testing for the 2025 Pavement Management Project
9. **Approval of a Resolution 25-33 Supporting a Capitol Region Watershed District Stewardship Grant for Falcon Woods Outlet Control Structure**

Councilmember Wassenberg motions to approve the consent agenda;
Approved 5-0

Gustafson thanks Alice Hausman for serving on the State Fair Task Force.

Linehan points out that the general disbursement consists largely of the first payment to the St. Anthony Police Department and a payment for the park shelter. The city received great responses from the Comp and Classification Study RFP. DDA was selected as the most cost-effective and has the best experience with small cities. Mielke points out the license approval of Bouquets in Bloom, a local florist shop.

H. POLICY ITEMS:

1. Approval of Resolution 25-34 Awarding the Contract for the 2025 Pavement Management Project to Bituminous Roadways, Inc. for \$1,236,579.00

Henricksen provides an overview of the bids received and they all came in lower than engineering estimates. Linehan points out that the city worked with Northwest Asphalt on a previous road project. Henricksen provides a background on Bituminous Roadways, the lowest bidder, and some similar projects they completed recently. He then provides updated estimates based on the bid received. Final assessment numbers will be known at the end of the project. For Falcon Woods, this decreased from \$3,850 to \$2,500 per parcel. In Northome, this decreased the range from \$1,525 - \$2,750 to \$985 - \$1,900 per parcel. Henricksen continues by providing an overview of the project timeline. The contractor wants to start the project as soon as possible, looking at April/May, which means the completion date will be sooner as well. The preconstruction meeting will clarify a lot regarding the schedule.

Leehy wonders about the protection of the soil and grass following the project, similar to the project in Roseville. Henricksen explains that the containment of erosion will be a requirement in the project and will be coordinated with the contractor and the watershed, as there are some disruptions in the stormwater.

Wassenberg wonders about the assurance of the completion date. Henricksen notes that timely completion is contractually required; failure to meet the deadline will trigger liquidated damages and this allows the city to charge a daily fee, for each day past the set completion date.

Linehan points out that staff will ensure everyone is aware of the city's sensitivity around turf restoration. Henricksen adds there will be more communication with property owners to assist with continuing the restoration of the turf and provide the tools they need. Leehy wonders about water restrictions. Henricksen answers that is an excellent point, and he will discuss this with St. Paul Regional Water Service.

Councilmember Mielke motions to approve Resolution 25-34 Awarding the Contract for the 2025 Pavement Management Project to Bituminous Roadways, Inc. for \$1,236,579.00;
Approved 5-0

2. Approval of Resolution 25-35 Accepting a Proposal from All Energy Solar for City Hall Solar Panels to be Contingent Upon Receipt of the Solar on Public Buildings Grant Program

Linehan points out this is the next phase in getting solar panels for city hall. The next step in getting the grant is to show a contract and cost with a vendor.

Lynch notes following the selection of a vendor, the grant program will assist with the remainder of the application. She explains an overview of the RFP process. The current panels are not functioning to their full capacity and will be recycled, which was part of the RFP requirement as well as experience with other cities and this grant program. She provides an overview of the proposals received. All Energy Solar was selected because of their level of experience and understanding of the project that was needed, the best plan for maintaining and preserving the panels, as well as the second lowest out-of-pocket costs.

The total cost is \$117,848.00, including \$19,175.56 for removal and recycling of the existing panels. If the City receives the grant and federal tax credit, the City's net cost will be \$29,042.54. This will result in an estimated electric savings of \$121,859.00 over 25 years.

Leehy wonders if they provide residential services as well. Lynch answers she believes so but is unsure as this was not a requirement of the RFP.

Wassenberg points out the estimated level of savings is conservative, based on his own experience.

Meyer wonders about any concerns about federal tax credit payments being taken back, as well as tariffs. Lynch answers All Energy Solar did not mention anything about tariffs, it would potentially need to be considered.

Wassenberg also wonders about the status of the roof. Linehan answers that the roof was redone in the last 10 years and is in good shape. Lynch notes the racks will not make holes in the roof.

Councilmember Leehy motions to approve Resolution 25-35 Accepting a Proposal from All Energy Solar for City Hall Solar Panels to be Contingent Upon Receipt of the Solar on Public Buildings Grant Program;
Approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Wassenberg explains the Parks Commission and Community Engagement Commission met to discuss city events.

Leehy notes that May 17 Spring Together will be held at Curtiss Field and July 17 is the date for the Ice Cream Social, more details will follow. Both events will have ice cream. Fall Fest will also be held again this year.

Meyer thanks everyone for their feedback on the parking meter proposal.

Mielke encourages everyone to attend the Sustainability Fair on April 26 at Falcon Heights City Hall, in collaboration with the City of Lauderdale. Also, the tree sale, in partnership with Tree Trust, is still open. Residents can purchase a tree for \$50, and Public Works will deliver the trees. The State Fair Task Force continues to work hard on the parking meter proposal, they will meet next on April 16.

Gustafson summarizes the upcoming participation efforts.

Linehan notes Public Works are also completed with tree trimming, and they will be starting street sweeping, starting on the west side and working east. American Environmental completed televising and cleaning all the sewer lines in the city. Lastly, he notes that St. Paul Regional Water Services is also going around completing hydrant flushing and may occasionally shut the water off.

J. COMMUNITY FORUM:

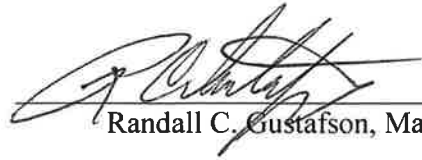
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.

1740 Simpson St. – Heather

After watching the public meetings, she remains unconvinced that this is more than a money grab and has not heard how this helps with safety. Heather provides her experience from when she lived in Santa Monica, CA. She would like to see a real-world example with data, in how this helps with safety. Following the public hearing, she felt a decision was already made prior to the discussion. Heather gives a summary of comments made during the workshop on March 5, and feels resident comments, specifically opposing comments were not heard. She wonders about the signs, if they will be permanent or temporary. Heather is hopeful that the council will have more public hearings, take all resident comments in account, and make it known when an actual decision will be made

K. ADJOURNMENT: 9:29 PM

Councilmember Leehy motions to adjourn;
Approved 5-0



Randall C. Gustafson, Mayor

Dated this 14th day of May, 2025



Jack Linehan, City Administrator

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5/07/2025 2:54 PM
 PACKET: 03378 MAY 7 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
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 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

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5/07/2025 2:54 PM
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A/P Regular Open Item Register

PAGE: 2

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=== VENDOR TOTALS ===			104.40			
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01-07228		CITY OF ST ANTHONY				
I-4576		APRIL 2025 POLICE SVCS	100,150.25			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		APRIL 2025 POLICE SVCS		101 4122-81000-000	POLICE SERVICES	100,150.25
=== VENDOR TOTALS ===			100,150.25			
=====						
01-00899		DDA HUMAN RESOURCES INC				
I-978		CONSULTING 2025 GOAL SETTING	5,900.00			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		CONSULTING 2025 GOAL SETTING		101 4112-80330-000	CONSULTANT	5,900.00
=== VENDOR TOTALS ===			5,900.00			
=====						
01-05171		FRA DOR INC				
I-2503041		BLACK DIRT	195.00			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		BLACK DIRT		101 4132-87010-000	BOULEVARD MAINTENANCE	195.00
=== VENDOR TOTALS ===			195.00			
=====						
01-1115		GOPHER STATE ONE CALL				
I-5040394		LOCATES APRIL	110.70			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		LOCATES APRIL		601 4601-88030-000	LOCATES	110.70
=== VENDOR TOTALS ===			110.70			
=====						
01-05938		HUSKY CONSTRUCTION, INC				
I-2025-063		2025 PMP TREE REMOVALS	19,070.00			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		2025 PMP TREE REMOVALS		424 4424-92400-000	FALCON WOODS PROJECT	19,070.00
=== VENDOR TOTALS ===			19,070.00			

5/07/2025 2:54 PM
 PACKET: 03378 MAY 7 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 3

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05886	KELLY & LEMMONS P.A.					
I-65355		APRIL PROSECUTIONS	2,500.00			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: Y		
		APRIL PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-5009260		COPIER CHARGES APRIL	264.07			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		COPIER CHARGES APRIL		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	264.07
=== VENDOR TOTALS ===			264.07			
=====						
01-05665	METROPOLITAN COUNCIL					
I-1187265		JUNE WASTE WATER SVC	61,055.44			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		JUNE WASTE WATER SVC		601 4601-85060-000	METRO SEWER CHARGES	61,055.44
=== VENDOR TOTALS ===			61,055.44			
=====						
01-06002	NINENORTH					
I-2025-058		WEBSTREAMING CABLECAST APRIL	971.25			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		WEBSTREAMING CABLECAST APRIL		101 4116-85050-000	CABLE TV	971.25
=== VENDOR TOTALS ===			971.25			
=====						
01-05953	O'REILLY AUTO PARTS					
I-3243-4754452		COPPER PLUG	18.48			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		COPPER PLUG		101 4132-70120-000	SUPPLIES	18.48
=== VENDOR TOTALS ===			18.48			
=====						
01-06009	PALE BLUE DOT LLC					
I-1449		CLIMATE ACTION PLAN	6,807.14			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		CLIMATE ACTION PLAN		101 4137-80460-000	CLIMATE ACTION PLAN	6,807.14
=== VENDOR TOTALS ===			6,807.14			

5/07/2025 2:54 PM
 PACKET: 03378 MAY 7 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

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-----ID-----		GROSS		P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0935		ST PAUL REGIONAL WATER SERVICE				
I-202505079182		COMMUNITY PARK SANITARY	130.56			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		COMMUNITY PARK SANITARY		601 4601-85075-000	CITY BUILDINGS SANITARY	2.79
		CITY HALL WATER		101 4131-85040-000	WATER	104.76
		CITY HALL WATER		601 4601-85075-000	CITY BUILDINGS SANITARY	23.01
		=== VENDOR TOTALS ===	130.56			
=====						
01-07069		VIKING AUTOMATIC SPRINKLER COM				
I-1025-F417643		SPRINKLER ANNUAL INSPECTION	445.00			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		SPRINKLER ANNUAL INSPECTION		101 4131-87010-000	CITY HALL MAINTENANCE	445.00
		=== VENDOR TOTALS ===	445.00			
=====						
01-05870		XCEL ENERGY				
I-202505079183		ELECT	46.00			
5/07/2025	APBNK	DUE: 5/07/2025 DISC: 5/07/2025		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	33.42
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	12.58
		=== VENDOR TOTALS ===	46.00			
		=== PACKET TOTALS ===	334,433.65			

4/29/2025 10:01 AM
 PACKET: 03374 APRIL 29 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05884	HANNAH LYNCH					
I-202504299179		SUSTAINABILITY EXP/MILEAGE	221.87			
4/29/2025	APBNK	DUE: 4/29/2025 DISC: 4/29/2025		1099: N		
		SUSTAINABILITY EXP/MILEAGE		101 4116-89010-000	SPECIAL EVENTS	38.53
		CONF /MILEAGE REIMB		101 4117-86100-000	CONFERENCES/EDUCATION/AS	183.34
		=== VENDOR TOTALS ===	221.87			
=====						
01-05582	MENARDS					
I-202504299178		SUPPLIES/ POLICE OFFICE/CARPE	169.88			
4/29/2025	APBNK	DUE: 4/29/2025 DISC: 4/29/2025		1099: N		
		POLICE OFFICE REMODEL		402 4402-91100-000	POLICE OFFICE RENOVATION	19.45
		SHOP SUPPLIES		101 4131-70110-000	SUPPLIES	87.45
		CARPET CLEANER		101 4131-70110-000	SUPPLIES	62.98
		=== VENDOR TOTALS ===	169.88			
=====						
01-06053	O'REILLY AUTO PARTS					
I-3243-474248		OIL	49.98			
4/29/2025	APBNK	DUE: 4/29/2025 DISC: 4/29/2025		1099: N		
		OIL		101 4132-70120-000	SUPPLIES	49.98
		=== VENDOR TOTALS ===	49.98			
=====						
01-06030	ROLAND OLSON					
I-202504299177		MILEAGE REIMB APRIL	63.98			
4/29/2025	APBNK	DUE: 4/29/2025 DISC: 4/29/2025		1099: N		
		MILEAGE REIMB APRIL		101 4113-86010-000	MILEAGE	63.98
		=== VENDOR TOTALS ===	63.98			
=====						
01-06465	SAFE-FAST INC					
I-INV 3069334		2 MESH VESTS	27.80			
4/29/2025	APBNK	DUE: 4/29/2025 DISC: 4/29/2025		1099: N		
		2 MESH VESTS		101 4132-70120-000	SUPPLIES	27.80
		=== VENDOR TOTALS ===	27.80			
		=== PACKET TOTALS ===	533.51			

4/25/2025 1:18 PM
 PACKET: 03372 APR 25 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

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PAGE: 1

ID	ST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====							
01-00900	BEISSWENGER'S						
I-977087	4/25/2025	APBNK	FILTERS	27.68	1099: N		
			DUE: 4/25/2025 DISC: 4/25/2025		101 4132-70120-000	SUPPLIES	27.68
			FILTERS				
=== VENDOR TOTALS ===				27.68			
=====							
01-03103	CANON FINANCIAL SERVICES						
I-39814871	4/25/2025	APBNK	COPIER CHRGS APRIL	163.59	1099: N		
			DUE: 4/25/2025 DISC: 4/25/2025		101 4131-87010-000	CITY HALL MAINTENANCE	163.59
			COPIER CHRGS APRIL				
=== VENDOR TOTALS ===				163.59			
=====							
01-03111	CENTER FOR ENERGY AND ENVIRONM						
I-26376	4/25/2025	APBNK	HOME ENERGY 12 SQUAD PLAN VIS	600.00	1099: N		
			DUE: 4/25/2025 DISC: 4/25/2025		101 4117-89070-000	ENERGY AUDIT INCENTIVE	600.00
			HOME ENERGY 12 SQUAD PLAN VISI				
=== VENDOR TOTALS ===				600.00			
=====							
01-03110	CENTURY LINK						
I-202504259176	4/25/2025	APBNK	LANDLINE SVC APRIL	71.42	1099: N		
			DUE: 4/25/2025 DISC: 4/25/2025		101 4141-85011-000	TELEPHONE - LANDLINE	71.42
			LANDLINE SVC APRIL				
=== VENDOR TOTALS ===				71.42			
=====							
01-03171	FRA DOR INC						
I-2504019	4/25/2025	APBNK	BLACK DIRT	44.00	1099: N		
			DUE: 4/25/2025 DISC: 4/25/2025		101 4132-87010-000	BOULEVARD MAINTENANCE	44.00
			BLACK DIRT				
=== VENDOR TOTALS ===				44.00			
=====							
01-05134	HEJNY RENTAL, INC.						
I-386979	4/25/2025	APBNK	TILLER RENTAL/COMM GARDENS	49.05	1099: N		
			DUE: 4/25/2025 DISC: 4/25/2025		203 4203-70100-000	SUPPLIES	49.05
			TILLER RENTAL/COMM GARDENS				
=== VENDOR TOTALS ===				49.05			

4/25/2025 1:18 PM

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PACKET: 03372 APR 25 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05153	HOME DEPOT CRC/GECF					
I-202504259174		POLICE OFFICE SUPPLIES/FILTER	181.53			
4/25/2025	APBNK	DUE: 4/25/2025 DISC: 4/25/2025		1099: N		
		POLICE OFFICE SUPPLIES		402 4402-91100-000	POLICE OFFICE RENOVATION	31.65
		BLVD MAINTENANCE		101 4132-87010-000	BOULEVARD MAINTENANCE	79.94
		VACUUM FILTERS		101 4131-70110-000	SUPPLIES	69.94
		=== VENDOR TOTALS ===	181.53			
01-05008	HUMANA INSURANCE CO					
I-673999270		VISION MAY	78.21			
4/25/2025	APBNK	DUE: 4/25/2025 DISC: 4/25/2025		1099: N		
		VISION MAY		101 4112-89000-000	MISCELLANEOUS	78.21
		=== VENDOR TOTALS ===	78.21			
01-05884	HANNAH LYNCH					
I-202504259175		MILEAGE PARKING REIMB	31.06			
4/25/2025	APBNK	DUE: 4/25/2025 DISC: 4/25/2025		1099: N		
		MILEAGE PARKING REIMB		101 4117-86010-000	MILEAGE	31.06
		=== VENDOR TOTALS ===	31.06			
01-05731	MN DEPARTMENT OF LABOR INDUSTR					
I-MARCH1230152025		1ST QTR SURCHARGES	235.13			
4/25/2025	APBNK	DUE: 4/25/2025 DISC: 4/25/2025		1099: N		
		1ST QTR SURCHARGES		101 20801-000	DUE TO OTHER GOVERNMENTS	235.13
		=== VENDOR TOTALS ===	235.13			
01-05053	O'REILLY AUTO PARTS					
I-3243-474227		OIL FILTER	16.99			
4/25/2025	APBNK	DUE: 4/25/2025 DISC: 4/25/2025		1099: N		
		OIL FILTER		101 4132-70120-000	SUPPLIES	16.99
		=== VENDOR TOTALS ===	16.99			
01-0624	OCCUPATIONAL HEALTH CENTERS OF					
I-104169D527		DRUG TESTING 4/15/25	90.00			
4/25/2025	APBNK	DUE: 4/25/2025 DISC: 4/25/2025		1099: N		
		DRUG TESTING 4/15/25		101 4132-89000-000	MISCELLANEOUS	90.00
		=== VENDOR TOTALS ===	90.00			

4/25/2025 1:18 PM
 PACKET: 03372 APR 25 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

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ID	ST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-024			ON SITE SANITATION				
I-1873195	4/25/2025	APBNK	PORTABLE TOILET COMM PK DUE: 4/25/2025 DISC: 4/25/2025 PORTABLE TOILET COMM PK	260.00	1099: N 601 4601-85080-000	PORTABLE TOILET PARKS	260.00
I-1873196	4/25/2025	APBNK	PORTABLE TOILET CURTISS PIK DUE: 4/25/2025 DISC: 4/25/2025 PORTABLE TOILET CURTISS PIK	260.00	1099: N 601 4601-85080-000	PORTABLE TOILET PARKS	260.00
=== VENDOR TOTALS ===				520.00			
01-06303			REPUBLIC SERVICES				
I-0923-005962698	4/25/2025	APBNK	STREET SWEEPINGS DUE: 4/25/2025 DISC: 4/25/2025 STREET SWEEPINGS	1,858.32	1099: N 602 4602-84000-000	STREET SWEEPINGS	1,858.32
=== VENDOR TOTALS ===				1,858.32			
01-08966			VOSS LIGHTING				
I-81537100	4/25/2025	APBNK	WIRING SVC WORK MONUMENT SIGN DUE: 4/25/2025 DISC: 4/25/2025 WIRING SVC WORK MONUMENT SIGNS	996.20	1099: N 419 4419-92008-000	CITY MONUMENT SIGNS	996.20
=== VENDOR TOTALS ===				996.20			
=== PACKET TOTALS ===				4,963.18			

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

PAY PERIOD ENDING

4/20/2025

DIRECT DEPOSIT EFFECTIVE DATE

4/21/2025

EMP #	NAME	AMOUNT
0022	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	2,842.02
01-1027	KELLY A NELSON	2,323.11
01-1029	ELKE JOHNSON	2,584.22
01-1136	ROLAND O OLSON	3,143.63
01-1162	ALYSSA LANDBERG	2,480.14
01-1028	HANNAH B LYNCH	2,836.21
01-1168	DEAN T POPE	1,649.60
01-1033	DAVE TRETSVEN	1,970.93
01-1143	COLIN B CALLAHAN	2,895.02

TOTAL PRINTED: 14

24,066.15

4-21-2025 2:53 PM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 4/21/2025

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
	NEIS, ADRIAN J	R	4/21/2025	622.13	094116
	SIMONS, DAVID S	R	4/21/2025	1,750.65	094117

4-21-2025 2:53 PM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 4/21/2025

*** REGISTER TOTALS ***

REGULAR CHECKS:	2	2,372.78
DIRECT DEPOSIT REGULAR CHECKS:	14	24,066.15
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	16	26,438.93

*** NO ERRORS FOUND ***

* END OF REPORT **

*** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 5/04/2025
DIRECT DEPOSIT EFFECTIVE DATE 5/05/2025

P #	NAME	AMOUNT
-006	JACK LINEHAN	2,842.02
-1027	KELLY A NELSON	2,323.11
-1029	ELKE JOHNSON	1,771.60
-1136	ROLAND O OLSON	3,143.63
-1162	ALYSSA LANDBERG	2,480.14
-1028	HANNAH B LYNCH	3,406.40
-1168	DEAN T POPE	1,649.60
-1033	DAVE TRETSVEN	1,970.93
-1143	COLIN B CALLAHAN	2,895.02

TOTAL PRINTED: 9 22,482.45

5-05-2025 8:14 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 5/05/2025

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1	SIMONS, DAVID S	R	5/05/2025	1,750.65	094165

5-05-2025 8:14 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 5/05/2025

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	1,750.65
DIRECT DEPOSIT REGULAR CHECKS:	9	22,482.45
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	10	24,233.10

*** NO ERRORS FOUND ***

* END OF REPORT **

April 22 payroll

Fed With	9,675.52
St With	1,872.07
Pera	5,362.25
ICMA	200.00
	17,109.84

WIRE PAYMENTS

May 6 payroll

Fed With	9,082.25
St With	1,729.81
Pera	5,024.58
ICMA	200.00
	16,036.64

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G2
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 <u>Municipal Business License</u> for 2025. Staff have received the necessary documents for licensure. 1. Encore Massage Therapy LLC The following individuals/entities have applied for a <u>Massage Therapy</u> for 2025. Staff have received the necessary documents for licensure. 1. Encore Massage Therapy LLC; Desiree Kempcke The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2025. Staff have received the necessary documents for licensure. 1. All Season's Tree Service & Snowplowing, Inc. The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2025. Staff have received the necessary documents for licensure. 1. Carousel Flats/Midtown 2500, LLC; 1561 Idaho, 1634 and 1642 Snelling Ave. N.
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G3
Attachment	Resolution 25-03; Agreements
Submitted By	Erik Henricksen, City Engineer

Item	Approve and sign a revised copy of a Comprehensive Cooperative Agreement for Maintenance of Traffic Control Signal Systems with Ramsey County.
Description	The City of Falcon Heights and Ramsey County Public Works work together on a variety of projects which impact the construction, maintenance, and operation of traffic signal systems, luminaires, and pedestrian crossing signals. To date, the maintenance and operation responsibilities for each system, or portion of a system, were also included in project-specific construction cooperation agreements. The responsibilities were often not consistent across projects, much less across the 15 municipalities within Ramsey County. To reduce the need for negotiation on individual projects, and to seek clarity and uniformity of traffic signal maintenance and operation responsibilities, Ramsey County has drafted an agreement for Maintenance of Traffic Control Signal Systems. The agreement (attached) provides a record of maintenance and operation responsibilities for existing signals, a mechanism to allow work to be completed and billed to the appropriate agency, and a framework for how new or revised systems will be added to the agreement's exhibit. The City Attorney reviewed the original agreement and the City Council previously approved it along with resolution 25-03 during the January 8, 2025 City Council Meeting. The City sent the signed agreement to Ramsey County, who has since made two slight changes to the agreement: 1) Change of agreement name: from Master agreement to Comprehensive Cooperative agreement 2) Two sentences (f and g) under 9. PAYMENT AND RAMSEY COUNTY REIMBURSEMENT RATES were modified. Council is asked to review the two changes, and, if approved, to sign the updated agreement.

Budget Impact	The agreement does not change the current maintenance of the luminaires and/or cost of power responsibilities in place today.
Attachment	Previously Passed Resolution 25-03; Previously Signed Agreement (track changes); Revised Agreement
Action(s) Requested	Approve the revised Comprehensive Cooperative Agreement for Maintenance of Traffic Control Signal Systems with Ramsey County.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 8, 2025

No. 25-03

**RESOLUTION APPROVING THE MASTER AGREEMENT FOR MAINTENANCE OF
TRAFFIC CONTROL SIGNAL SYSTEMS WITH RAMSEY COUNTY**

WHEREAS, the County owns and operates traffic control signal systems within the City “Signal Systems.” These Signal Systems may be located at intersections where all legs are controlled by the County or at intersections in which one or more legs are controlled by the City or another city; and

WHEREAS, it is the intent of the parties to identify herein the allocation of maintenance and power provision responsibilities for the Signal Systems, in accordance with County policies identified in Ramsey County Board Resolution 78-1394 (policy for lighting Ramsey County roadways) and Ramsey County Board Resolution 81-1001 (policy for allocation of costs for traffic control signal systems), and as agreed by the parties; and

WHEREAS, it is the intent of the parties to document and periodically update this Master Agreement with a list of all known Signal Systems (those traffic control signal systems located on a county road or highway within the City) and the allocation of maintenance and power provision responsibilities; and

WHEREAS, it is the intent of the parties to further document and periodically update this Master Agreement with a list of all known stand-alone pedestrian crossing signals (those pedestrian crossings located on county roads and highways, but not on a Signal System, within the City) (“Ped Signals”) and the allocation of maintenance and power provision responsibilities; and

WHEREAS, it is the intent of the parties to further document and periodically update this Master Agreement with a list of all known traffic control signal systems controlled by Minnesota Department of Transportation (“MnDOT Signals”) within the City and the allocation of maintenance and power provision responsibilities; and

WHEREAS, it is the intent of the parties that at intersections with a least one City leg, the City shall be responsible for provision of electrical power and related costs for the Signal System (“Provision of Power”) and shall be responsible for the maintenance of street and ambient lighting incorporated into the Signal System (“Luminaires”); and

WHEREAS, where a Signal System is located at an intersection on the border of two or more cities, where the costs or responsibilities of the City may be shared with another city, it is the intent of the Parties to allow the City and other city (or cities) to allocate costs and responsibilities outside

of this Master Agreement and nothing herein is intended to adjust those separate arrangements between the cities, nor do those agreements impact the allocations identified herein.

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

1. The Council approves the Master Agreement drafted by Ramsey County and entered into with the City of Falcon Heights and that the Mayor and City Administrator are authorized to execute the agreement.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor
January 8, 2025

GUSTAFSON
LEEHY
MEYER
WASSENBERG

_____ In Favor

_____ Against

Attested by: _____

Jack Linehan
City Administrator
January 8, 2025

COMPREHENSIVE COOPERATIVE~~MASTER~~ AGREEMENT
FOR MAINTENANCE OF TRAFFIC CONTROL SIGNAL SYSTEMS
AGREEMENT NO. PW2023-05M

THIS AGREEMENT is between Ramsey County, ("County"), and the City of Falcon Heights ("City"), for the maintenance and operation of certain traffic control signal systems the within the City of Falcon Heights:

WHEREAS, the County owns and operates traffic control signal systems within the City "Signal Systems". These Signal Systems may be located at intersections where all legs are controlled by the County or at intersections in which one or more legs are controlled by the City or another city; and

WHEREAS, it is the intent of the parties to identify herein the allocation of maintenance and power provision responsibilities for the Signal Systems, in accordance with County policies identified in Ramsey County Board Resolution 78-1394 (policy for lighting Ramsey County roadways) and Ramsey County Board Resolution 81-1001 (policy for allocation of costs for traffic control signal systems), and as agreed by the parties; and

WHEREAS, it is the intent of the parties to document and periodically update this Comprehensive Cooperative~~Master~~ Agreement with a list of all known Signal Systems (those traffic control signal systems located on a County road or highway within the City) and the allocation of maintenance and power provision responsibilities. Exhibit A-1 to this Comprehensive Cooperative~~Master~~ Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Comprehensive Cooperative~~Master~~ Agreement with a list of all known stand-alone pedestrian crossing signals (those pedestrian crossings located on County roads and highways, but not on a Signal System, within the City) ("Ped Signals") and the allocation of maintenance and power provision responsibilities. Exhibit A-2 to the Comprehensive Cooperative~~Master~~ Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Comprehensive Cooperative~~Master~~ Agreement with a list of all known traffic control signal systems controlled by Minnesota Department of Transportation ("MnDOT Signals") within the City and the allocation of maintenance and power provision responsibilities. Exhibit B to the Comprehensive Cooperative~~Master~~ Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties that at intersections with a least one City leg, the City shall be responsible for provision of electrical power and related costs for the Signal System ("Provision of Power") and shall be responsible for the maintenance of street and ambient lighting incorporated into the Signal System ("Luminaires"); and

WHEREAS, where a Signal System is located at intersection on the border of two or more cities, where the costs or responsibilities of the City may be shared with another city, it is the intent of the Parties to allow the City and other city (or cities) to allocate costs and responsibilities outside of this Comprehensive Cooperative~~Master~~ Agreement and nothing herein is intended to adjust those separate arrangements between the cities, nor do those agreements impact the allocations identified herein.

NOW, THEREFORE, IT IS AGREED:

1. **ALLOCATION OF MAINTENANCE RESPONSIBILITIES:** The County is responsible for all maintenance responsibilities for any Signal System listed on Exhibits A-1 and A-2, except as provided below.
 - a. The City shall be responsible for the Provision of Power for those Signal Systems listed on Exhibits A-1 and A-2, where the City is the indicated responsible party for "Maintenance Responsibility - Power".

- b. The City shall be responsible for maintenance of Luminaires for those Signal Systems listed on Exhibits A-1 and A-2, where the City is the indicated responsible party for "Maintenance Responsibility - Luminaire"
 - c. The City shall be responsible for the maintenance of Traffic Control elements of the Signal Systems where the City is the indicated responsible party for Maintenance Responsibility – Traffic Control")
2. **SHARED CITY STREETS:** City allocated responsibilities may be shared between multiple cities when a leg of the intersection falls on a border road or is otherwise shared by two or more cities. The details of any shared maintenance or cost agreement between cities shall be documented outside of this ~~Comprehensive Cooperative~~ Master Agreement, and shall have no impact on the obligations of the parties hereto. Furthermore, if a responsibility listed on Exhibit A-1 or Exhibit A-2 as a City responsibility is shared by the City and another city through another verbal or written agreement, that outside agreement shall not limit the obligation of the City to the County and the County can expect the City to fulfill its obligations under this ~~Comprehensive Cooperative~~ Master Agreement and to seek reimbursement according to these outside agreements, as they may exist.
3. **EFFECT ON PREVIOUS AGREEMENTS:** Exhibits A-1 and A-2 represent the existing agreed to allocation of responsibilities for each identified Signal System listed thereon, and supersede any previous agreements between County and City with respect thereto.
4. **MAINTENANCE RESPONSIBILITIES:** Maintenance Responsibilities are defined as follows:
- a. **Maintenance Responsibility – Power:** All aspects of providing all necessary power to the Signal System for the proper operation of its elements installed, including without limitation, display or indicator lamps, emergency vehicle preemption ("EVP") systems, luminaires (street lights and other ambient lighting), lights for illuminating signages, electronic displays, and traffic monitoring cameras. Responsible party must provide for the connection of the Signal Systems to a public source of electrical power, maintain the power elements of the Signal System, repair or replace power elements in the event of damage or deterioration. Maintenance of the battery backup system, including replacement of the batteries, will be the responsibility of the County.
 - b. **Maintenance Responsibility – Luminaires:** All aspects of any ambient lighting (street light) installed on the Signal System, including replacing bulbs or other expended illumination elements and repair or replacement of any pole, hood, lens, or other element solely for operation of the luminaire due to damage, deterioration, or replacement of the Signal System.
 - c. **Maintenance Responsibility – Traffic Control:** All remaining elements of the Signal Systems (except as provided below), including replacing lamps or bulbs in any traffic control indicator or display (both vehicle and pedestrian) and the repair or replacement of any upright poles, mast arms, display or indicator heads/units, traffic control signs attached to the Signal System, cabinets, controllers, controller equipment, traffic sensors, accessible pedestrian signal systems ("APS") due to damage or deterioration. Replacement of Signal Systems due to end of useful life will be determined based on the cost share policy in place at the time.
 - a. EVP systems will be managed as provided in Section 8.
 - b. Painting of Signal Systems, including regular updates to maintain a professional appearance, shall be the responsibility of the City requesting the painting.
 - d. **MNDOT Signal Systems:** Where identified on Exhibit B, the notation is for convenience only, and the allocation of responsibilities shall be governed by the agreement with MNDOT.

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5. **NON-TRAFFIC CONTROL SIGNS:** No signs may be attached to a Signal System without approval of the County Traffic Engineer. Any sign installed at the request of the City will be installed, maintained, and repaired by the County, but the costs of such work will be reimbursed by the City.
6. **TIMING OF SIGNALS:** All timing and related adjustments of the traffic control signal shall be determined by the County through its Traffic Engineer, and no changes shall be made to these adjustments without the approval of the County.
7. **PERMIT REQUIRED:** The City will obtain a permit to work on a Signal System in order to coordinate work in the right-of-way, ensure sufficient traffic control is provided, and manage access and workmanship on Signal Systems. The City will be responsible for any costs associated with traffic control or County forces needed to effectuate City works on the Signal Systems.
8. **EVP SYSTEMS:** The EVP system shall be operated, maintained, revised, or removed in accordance with the following conditions and requirements:
 - a. All installation, modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by the County's forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others, all at the cost and expense of the City.
 - b. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 3 ~~in Section 169.011~~.
 - c. All timing of said EVP system shall be determined by the County, through its Traffic Engineer.

9. PAYMENT AND RAMSEY COUNTY REIMBURSEMENT RATES:

- a. The County shall submit an invoice to the City annually, listing all labor, expenses for third-party contractors, equipment, materials or supplies used.
 - b. The City shall promptly pay Ramsey County for the full amount due.
 - c. Labor costs and equipment costs will be at the adopted rates for work performed by County employees.
 - d. The adopted labor rates may include actual hourly rates of the employee (or a per hour equivalent for salaried employees), costs representing the hourly share of benefits, perks and other employment expenses, a provision for costs associated with the provision of a work location, transportation, supplies and training for the employee, and a provision for administration.
 - e. The adopted equipment rates may be based on market rental rates or, if specialized equipment, on a pro rata share of the anticipated useful life of the equipment, plus costs to cover all consumables (fuel, parts), plus reasonable costs associated with maintenance of the equipment.
 - f. Materials and supplies shall be actual costs, ~~not reduced -incurred by any discounts or set-offs~~ the County may be granted.
 - g. Contractor costs shall be as actually paid by the County for the work covered by this agreement, ~~not reduced by any discounts or set-offs the County may be granted by the contractor~~.
10. **WORKERS AND WORKERS COMP:** Any and all persons engaged in work performed under this Agreement who are employed by the County shall be considered employees of the County regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged shall be the responsibility of the County. Any and all persons engaged in work performed under the Agreement who

are employed by the City shall be considered employees of the City regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of the State on behalf of those employees so engaged shall be the responsibility of the City.

11. **INDEMNIFICATION AND THIRD-PARTY CLAIMS:** The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or action, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to the Agreement. Any and all claims made by any third party as a consequence of any negligent act or omission on the part of an employee or contractor of a party as they are engaged on any of the work contemplated herein, shall be the obligation and responsibility of the party employing or retaining the worker, unless another agreement allocates responsibility differently. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common immunities, limits, or exceptions on liability.
12. **TERMINATION AND REPLACEMENT AGREEMENT:** This ~~Comprehensive Cooperative~~ **Master** Agreement may not be terminated, except by mutual agreement of the parties. However, should either party be in default of its obligations under this ~~Comprehensive Cooperative~~ **Master** Agreement three times within a twelve-month period or should a default continue for more than 30 days, the City's City Administrator and the County Traffic Engineer of Public Works shall meet and discuss proposed practices to ensure that additional defaults do not occur in the future. Said meeting shall occur within 30 days of the non-defaulting party making a written request to the defaulting party. Should the parties not be able to come to an agreement regarding how to resolve the defaults, the non-defaulting party may give notice to the defaulting party that they request a County-led maintenance plan be invoked. After notice is received, the County-led maintenance plan will take effect on the first of the month six months after the notice. Under a County-led maintenance plan, the County will perform all responsibilities contemplated herein for all Signal Systems identified on Exhibits A-1 and A-2 (as the same may be amended from time to time and the parties will split the costs based on the number of legs entering the intersection. EVP and painting will continue to be 100% the cost responsibility of the City, but the work will be done by the County. The City will reimburse the County for the City's share of those costs. The City's share shall be equal to the ratio of the number of legs entering the intersection which are controlled by the City to the total number of legs entering the intersection. The costs will be calculated as provided in Section 9 (plus the costs of electricity), plus an additional 15% for administration. At any time, if an emergency exists and the City is unable to perform its obligations, the County may perform the work necessary and seek reimbursement for its actual costs. At any time, if an emergency exists and the County is unable to perform its obligations, the City may perform the work necessary and seek reimbursement for its actual costs.
13. **ADDING OR REMOVING SIGNAL SYSTEMS:** The signals included in this ~~Comprehensive Cooperative~~ **Master** Agreement may be added or removed by updating Exhibits A-1 and/or A-2, as applicable. A signal may be added to Exhibit A-1 or A-2:
 - a. **COOPERATIVE AGREEMENT:** If a new signal is installed (or an existing one is replaced) and the allocation of maintenance responsibilities is identified in a properly approved cooperative agreement adopted in anticipation of the development or installation of the signal, the signal may be added to Exhibit A-1 or A-2 (as applicable) and the maintenance responsibilities allocated as provided in the cooperative agreement. The governing cooperative agreement number must be noted for reference.
 - b. **MAINTENANCE AGREEMENT:** If the parties approve a different allocation of maintenance responsibilities through a property adopted separate formal agreement, the change may be

reflected on Exhibits A-1 and/or A2 (as applicable) and the maintenance responsibilities allocated as provided therein. The separate agreement number must be noted for reference.

- c. **TRACKING PURPOSES ONLY (PED SIGNALS):** If a Ped Signal is located on a County road or highway, it may be added to Exhibit A-2 as long as the City is assuming all responsibility and costs for the operation and maintenance.
- d. **REMOVAL OF SYSTEM:** If a Signal System or Ped Signal is physically removed, the signal may be removed from Exhibit A-1 or A-2 (as applicable).

The inclusion or removal of a signal system from Exhibit A-1 or A-2 under this section must be ratified by the County's Traffic Engineer and the City's City Administrator, and the new Exhibit A-1 or A-2 shall be noted with the effective date of the change. It is intended that formal approval by the parties' governing bodies is delegated to the two representatives for this limited purpose.

- 14. **STANDARDIZATION:** The allocation of maintenance responsibilities as provided on Exhibits A-1 and A-2 for any individual signal included thereon may be changed to bring it in line with the standard allocation of responsibility listed below. The change of the allocation of maintenance responsibilities to the standard allocation must be ratified by the County's Traffic Engineer and the City's City Administrator, and the new Exhibit A-1 and/or A-2 shall be noted with the effective date of the change. It is intended that formal approval by the parties' governing bodies is delegated to the two representatives for this limited purpose.

STANDARD ALLOCATION OF MAINTENANCE RESPONSIBILITIES			
TYPE OF SIGNAL	TRAFFIC CONTROL	LUMINAIRE	POWER
Traffic Control Signal Systems (Signal Systems)	County	City	City
Pedestrian Crossing Signal Systems (Ped Signals)	City	City	City
MnDOT Controlled Traffic Control Signal Systems (MnDOT Signals)	County replaces lamps and MnDOT assumes other elements	City	City

- 15. **AMENDMENTS:** Any other change to the allocation of maintenance responsibilities or inclusion or removal from the lists on Exhibits A-1 and/or A-2 must be done by amendment to this [Comprehensive Cooperative Master Agreement](#) and no delegation is being contemplated by these terms.
- 16. **NOTICES:** All notices shall be in writing and shall be sent by electronic mail, United States mail or common carrier delivery service to the address provided below.

For City:
City Administrator
City of Falcon Heights
2077 Larpenteur Ave
Falcon Heights, MN 55113
Email:

For County:
Traffic Engineer of Public Works
Ramsey County Department of Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Email:

(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF FALCON HEIGHTS, MINNESOTA

In presence of

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: _____

RAMSEY COUNTY

Recommended for approval:

Brad Estochen, P.E.
County Engineer
Ramsey County
Public Works Department

By: _____
Chairperson
Board of Ramsey County Commissioners

Approved as to Form:

Assistant Ramsey County Attorney

Date: _____

Attest:

By: _____
Chief Clerk – Ramsey County Board

Date: _____

Exhibits A-1, A-2, and B**Traffic Signals on County Roads and Highways Within the City of Falcon Heights**

This below Exhibits A-1, A-2, and B document the current identified Signal Systems, Ped Signals and MnDOT Signals within the City of Falcon Heights. Pursuant to Section 13 of the ~~Comprehensive Cooperative~~ Master Agreement, this Exhibit A-1 and/or Exhibit A-2 may be periodically replaced with updated versions. This version set forth below is current as of January 2, 2025, and have been adopted by the parties as demonstrated by the verification of the County's Traffic Engineer and the City's City Administrator.

RAMSEY COUNTY**CITY OF FALCON HEIGHTS**

(print name) _____
Traffic Engineer
Dated: _____

(print name) _____
City Administrator
Dated: _____

Exhibit A-1. Traffic control signal systems (Signal Systems)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 30 (Larpenteur Avenue)	519	Cleveland Avenue (CSAH 46)	County	County	County
	520	Arona Street	County	City	City
	521	Hamline Avenue (CSAH 50)	County	City*	City*
	586	Fairview Avenue (CSAH 48)	County	City	City
	615	Gortner Avenue	County	City	City
CSAH 46 (Cleveland Ave)	582	Roselawn Avenue	County	City*	City*

*Sharing the responsibility with another city.

Exhibit A-2. Signals for pedestrian crossing (PED SIGNALS)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 50 (Hamline Ave)	-	Garden Avenue	City	N/A	City

Exhibit B – MnDOT operated signals

MnDOT Road	TRF No.	Cross Street	Maintenance Responsibility			Electric Power
			Routine	Lamping	Luminaire	Cost
TH 51 (Snelling Ave)	315	Larpenteur Avenue (CSAH 30)	State	County	County	County
TH 51 (Snelling Ave)	-	Hoyt Avenue	State	St. Paul	St. Paul	City
TH 51 (Snelling Ave)	860	Roselawn Avenue	State	Roseville	Roseville	City

**COMPREHENSIVE COOPERATIVE AGREEMENT
FOR MAINTENANCE OF TRAFFIC CONTROL SIGNAL SYSTEMS
AGREEMENT NO. PW2023-05M**

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WHEREAS, the County owns and operates traffic control signal systems within the City "Signal Systems". These Signal Systems may be located at intersections where all legs are controlled by the County or at intersections in which one or more legs are controlled by the City or another city; and

WHEREAS, it is the intent of the parties to identify herein the allocation of maintenance and power provision responsibilities for the Signal Systems, in accordance with County policies identified in Ramsey County Board Resolution 78-1394 (policy for lighting Ramsey County roadways) and Ramsey County Board Resolution 81-1001 (policy for allocation of costs for traffic control signal systems), and as agreed by the parties; and

WHEREAS, it is the intent of the parties to document and periodically update this Comprehensive Cooperative Agreement with a list of all known Signal Systems (those traffic control signal systems located on a County road or highway within the City) and the allocation of maintenance and power provision responsibilities. Exhibit A-1 to this Comprehensive Cooperative Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Comprehensive Cooperative Agreement with a list of all known stand-alone pedestrian crossing signals (those pedestrian crossings located on County roads and highways, but not on a Signal System, within the City) ("Ped Signals") and the allocation of maintenance and power provision responsibilities. Exhibit A-2 to the Comprehensive Cooperative Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties to further document and periodically update this Comprehensive Cooperative Agreement with a list of all known traffic control signal systems controlled by Minnesota Department of Transportation ("MnDOT Signals") within the City and the allocation of maintenance and power provision responsibilities. Exhibit B to the Comprehensive Cooperative Agreement will serve as that documentation; and

WHEREAS, it is the intent of the parties that at intersections with a least one City leg, the City shall be responsible for provision of electrical power and related costs for the Signal System ("Provision of Power") and shall be responsible for the maintenance of street and ambient lighting incorporated into the Signal System ("Luminaires"); and

WHEREAS, where a Signal System is located at intersection on the border of two or more cities, where the costs or responsibilities of the City may be shared with another city, it is the intent of the Parties to allow the City and other city (or cities) to allocate costs and responsibilities outside of this Comprehensive Cooperative Agreement and nothing herein is intended to adjust those separate arrangements between the cities, nor do those agreements impact the allocations identified herein.

NOW, THEREFORE, IT IS AGREED:

1. **ALLOCATION OF MAINTENANCE RESPONSIBILITIES:** The County is responsible for all maintenance responsibilities for any Signal System listed on Exhibits A-1 and A-2, except as provided below.
 - a. The City shall be responsible for the Provision of Power for those Signal Systems listed on Exhibits A-1 and A-2, where the City is the indicated responsible party for "Maintenance Responsibility - Power".

- b. The City shall be responsible for maintenance of Luminaires for those Signal Systems listed on Exhibits A-1 and A-2, where the City is the indicated responsible party for “Maintenance Responsibility - Luminaire”
 - c. The City shall be responsible for the maintenance of Traffic Control elements of the Signal Systems where the City is the indicated responsible party for Maintenance Responsibility – Traffic Control”)
- 2. **SHARED CITY STREETS:** City allocated responsibilities may be shared between multiple cities when a leg of the intersection falls on a border road or is otherwise shared by two or more cities. The details of any shared maintenance or cost agreement between cities shall be documented outside of this Comprehensive Cooperative Agreement, and shall have no impact on the obligations of the parties hereto. Furthermore, if a responsibility listed on Exhibit A-1 or Exhibit A-2 as a City responsibility is shared by the City and another city through another verbal or written agreement, that outside agreement shall not limit the obligation of the City to the County and the County can expect the City to fulfill its obligations under this Comprehensive Cooperative Agreement and to seek reimbursement according to these outside agreements, as they may exist.
- 3. **EFFECT ON PREVIOUS AGREEMENTS:** Exhibits A-1 and A-2 represent the existing agreed to allocation of responsibilities for each identified Signal System listed thereon, and supersede any previous agreements between County and City with respect thereto.
- 4. **MAINTENANCE RESPONSIBILITIES:** Maintenance Responsibilities are defined as follows:
 - a. **Maintenance Responsibility – Power:** All aspects of providing all necessary power to the Signal System for the proper operation of its elements installed, including without limitation, display or indicator lamps, emergency vehicle preemption (“EVP”) systems, luminaires (street lights and other ambient lighting), lights for illuminating signages, electronic displays, and traffic monitoring cameras. Responsible party must provide for the connection of the Signal Systems to a public source of electrical power, maintain the power elements of the Signal System, repair or replace power elements in the event of damage or deterioration. Maintenance of the battery backup system, including replacement of the batteries, will be the responsibility of the County.
 - b. **Maintenance Responsibility – Luminaires:** All aspects of any ambient lighting (street light) installed on the Signal System, including replacing bulbs or other expended illumination elements and repair or replacement of any pole, hood, lens, or other element solely for operation of the luminaire due to damage, deterioration, or replacement of the Signal System.
 - c. **Maintenance Responsibility – Traffic Control:** All remaining elements of the Signal Systems (except as provided below), including replacing lamps or bulbs in any traffic control indicator or display (both vehicle and pedestrian) and the repair or replacement of any upright poles, mast arms, display or indicator heads/units, traffic control signs attached to the Signal System, cabinets, controllers, controller equipment, traffic sensors, accessible pedestrian signal systems (“APS”) due to damage or deterioration. Replacement of Signal Systems due to end of useful life will be determined based on the cost share policy in place at the time.
 - a. EVP systems will be managed as provided in Section 8.
 - b. Painting of Signal Systems, including regular updates to maintain a professional appearance, shall be the responsibility of the City requesting the painting.
 - d. **MNDOT Signal Systems:** Where identified on Exhibit B, the notation is for convenience only, and the allocation of responsibilities shall be governed by the agreement with MNDOT.

5. **NON-TRAFFIC CONTROL SIGNS:** No signs may be attached to a Signal System without approval of the County Traffic Engineer. Any sign installed at the request of the City will be installed, maintained, and repaired by the County, but the costs of such work will be reimbursed by the City.
6. **TIMING OF SIGNALS:** All timing and related adjustments of the traffic control signal shall be determined by the County through its Traffic Engineer, and no changes shall be made to these adjustments without the approval of the County.
7. **PERMIT REQUIRED:** The City will obtain a permit to work on a Signal System in order to coordinate work in the right-of-way, ensure sufficient traffic control is provided, and manage access and workmanship on Signal Systems. The City will be responsible for any costs associated with traffic control or County forces needed to effectuate City works on the Signal Systems.
8. **EVP SYSTEMS:** The EVP system shall be operated, maintained, revised, or removed in accordance with the following conditions and requirements:
 - a. All installation, modifications, revisions and maintenance of the EVP System considered necessary or desirable for any reason, shall be done by the County's forces, or, upon concurrence in writing by the County's Traffic Engineer, may be done by others, all at the cost and expense of the City.
 - b. Emitter units may be installed and used only on vehicles responding to an emergency as defined in Minnesota Statutes Chapter 169.01, Subdivision 3.
 - c. All timing of said EVP system shall be determined by the County, through its Traffic Engineer.
9. **PAYMENT AND RAMSEY COUNTY REIMBURSEMENT RATES:**
 - a. The County shall submit an invoice to the City annually, listing all labor, expenses for third-party contractors, equipment, materials or supplies used.
 - b. The City shall promptly pay Ramsey County for the full amount due.
 - c. Labor costs and equipment costs will be at the adopted rates for work performed by County employees.
 - d. The adopted labor rates may include actual hourly rates of the employee (or a per hour equivalent for salaried employees), costs representing the hourly share of benefits, perks and other employment expenses, a provision for costs associated with the provision of a work location, transportation, supplies and training for the employee, and a provision for administration.
 - e. The adopted equipment rates may be based on market rental rates or, if specialized equipment, on a pro rata share of the anticipated useful life of the equipment, plus costs to cover all consumables (fuel, parts), plus reasonable costs associated with maintenance of the equipment.
 - f. Materials and supplies shall be actual costs, not reduced by any discounts or set-offs the County may be granted.
 - g. Contractor costs shall be as actually paid by the County for the work covered by this agreement, not reduced by any discounts or set-offs the County may be granted by the contractor.
10. **WORKERS AND WORKERS COMP:** Any and all persons engaged in work performed under this Agreement who are employed by the County shall be considered employees of the County regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of this State on behalf of those employees so engaged shall be the responsibility of the County. Any and all persons engaged in work performed under the Agreement who

are employed by the City shall be considered employees of the City regardless of whether the work performed is on City or County property, and any and all claims that may arise under the Worker's Compensation Act of the State on behalf of those employees so engaged shall be the responsibility of the City.

11. **INDEMNIFICATION AND THIRD-PARTY CLAIMS:** The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or action, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to the Agreement. Any and all claims made by any third party as a consequence of any negligent act or omission on the part of an employee or contractor of a party as they are engaged on any of the work contemplated herein, shall be the obligation and responsibility of the party employing or retaining the worker, unless another agreement allocates responsibility differently. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common immunities, limits, or exceptions on liability.
12. **TERMINATION AND REPLACEMENT AGREEMENT:** This Comprehensive Cooperative Agreement may not be terminated, except by mutual agreement of the parties. However, should either party be in default of its obligations under this Comprehensive Cooperative Agreement three times within a twelve-month period or should a default continue for more than 30 days, the City's City Administrator and the County Traffic Engineer of Public Works shall meet and discuss proposed practices to ensure that additional defaults do not occur in the future. Said meeting shall occur within 30 days of the non-defaulting party making a written request to the defaulting party. Should the parties not be able to come to an agreement regarding how to resolve the defaults, the non-defaulting party may give notice to the defaulting party that they request a County-led maintenance plan be invoked. After notice is received, the County-led maintenance plan will take effect on the first of the month six months after the notice. Under a County-led maintenance plan, the County will perform all responsibilities contemplated herein for all Signal Systems identified on Exhibits A-1 and A-2 (as the same may be amended from time to time and the parties will split the costs based on the number of legs entering the intersection. EVP and painting will continue to be 100% the cost responsibility of the City, but the work will be done by the County. The City will reimburse the County for the City's share of those costs. The City's share shall be equal to the ratio of the number of legs entering the intersection which are controlled by the City to the total number of legs entering the intersection. The costs will be calculated as provided in Section 9 (plus the costs of electricity), plus an additional 15% for administration. At any time, if an emergency exists and the City is unable to perform its obligations, the County may perform the work necessary and seek reimbursement for its actual costs. At any time, if an emergency exists and the County is unable to perform its obligations, the City may perform the work necessary and seek reimbursement for its actual costs.
13. **ADDING OR REMOVING SIGNAL SYSTEMS:** The signals included in this Comprehensive Cooperative Agreement may be added or removed by updating Exhibits A-1 and/or A-2, as applicable. A signal may be added to Exhibit A-1 or A-2:
 - a. **COOPERATIVE AGREEMENT:** If a new signal is installed (or an existing one is replaced) and the allocation of maintenance responsibilities is identified in a properly approved cooperative agreement adopted in anticipation of the development or installation of the signal, the signal may be added to Exhibit A-1 or A-2 (as applicable) and the maintenance responsibilities allocated as provided in the cooperative agreement. The governing cooperative agreement number must be noted for reference.
 - b. **MAINTENANCE AGREEMENT:** If the parties approve a different allocation of maintenance responsibilities through a properly adopted separate formal agreement, the change may be

reflected on Exhibits A-1 and/or A2 (as applicable) and the maintenance responsibilities allocated as provided therein. The separate agreement number must be noted for reference.

- c. **TRACKING PURPOSES ONLY (PED SIGNALS):** If a Ped Signal is located on a County road or highway, it may be added to Exhibit A-2 as long as the City is assuming all responsibility and costs for the operation and maintenance.
- d. **REMOVAL OF SYSTEM:** If a Signal System or Ped Signal is physically removed, the signal may be removed from Exhibit A-1 or A-2 (as applicable).

The inclusion or removal of a signal system from Exhibit A-1 or A-2 under this section must be ratified by the County's Traffic Engineer and the City's City Administrator, and the new Exhibit A-1 or A-2 shall be noted with the effective date of the change. It is intended that formal approval by the parties' governing bodies is delegated to the two representatives for this limited purpose.

14. **STANDARDIZATION:** The allocation of maintenance responsibilities as provided on Exhibits A-1 and A-2 for any individual signal included thereon may be changed to bring it in line with the standard allocation of responsibility listed below. The change of the allocation of maintenance responsibilities to the standard allocation must be ratified by the County's Traffic Engineer and the City's City Administrator, and the new Exhibit A-1 and/or A-2 shall be noted with the effective date of the change. It is intended that formal approval by the parties' governing bodies is delegated to the two representatives for this limited purpose.

STANDARD ALLOCATION OF MAINTENANCE RESPONSIBILITIES			
TYPE OF SIGNAL	TRAFFIC CONTROL	LUMINAIRE	POWER
Traffic Control Signal Systems (Signal Systems)	County	City	City
Pedestrian Crossing Signal Systems (Ped Signals)	City	City	City
MnDOT Controlled Traffic Control Signal Systems (MnDOT Signals)	County replaces lamps and MnDOT assumes other elements	City	City

15. **AMENDMENTS:** Any other change to the allocation of maintenance responsibilities or inclusion or removal from the lists on Exhibits A-1 and/or A-2 must be done by amendment to this Comprehensive Cooperative Agreement and no delegation is being contemplated by these terms.
16. **NOTICES:** All notices shall be in writing and shall be sent by electronic mail, United States mail or common carrier delivery service to the address provided below.

For City:
City Administrator
City of Falcon Heights
2077 Larpenteur Ave
Falcon Heights, MN 55113
Email:

For County:
Traffic Engineer of Public Works
Ramsey County Department of Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Email:

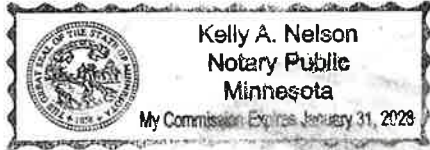
(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

CITY OF FALCON HEIGHTS, MINNESOTA

In presence of

Kelly Nelson
Kelly A. Nelson
Deputy Clerk / Admin. Services Director



Expires 1/31/28

By:

Its:

Mayor

By:

Its:

City Administrator

Date:

5-14-25

RAMSEY COUNTY

Recommended for approval:

Brad Estochen, P.E.
County Engineer
Ramsey County
Public Works Department

By:

Chairperson
Board of Ramsey County Commissioners

Approved as to Form:

Attest:

Assistant Ramsey County Attorney

By:

Chief Clerk – Ramsey County Board

Date:

Date:

Exhibits A-1, A-2, and B

Traffic Signals on County Roads and Highways Within the City of Falcon Heights

This below Exhibits A-1, A-2, and B document the current identified Signal Systems, Ped Signals and MnDOT Signals within the City of Falcon Heights. Pursuant to Section 13 of the Comprehensive Cooperative Agreement, this Exhibit A-1 and/or Exhibit A-2 may be periodically replaced with updated versions. This version set forth below is current as of January 2, 2025, and have been adopted by the parties as demonstrated by the verification of the County's Traffic Engineer and the City's City Administrator.

RAMSEY COUNTY


 (print name) Luis C. Flores PE, PTOE
 Traffic Engineer
 Dated: 4/28/2025

CITY OF FALCON HEIGHTS

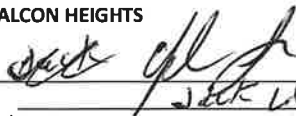

 (print name) Jack Wilson
 City Administrator
 Dated: 5/14/25

Exhibit A-1. Traffic control signal systems (Signal Systems)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 30 (Larpenteur Avenue)	519	Cleveland Avenue (CSAH 46)	County	County	County
	520	Arona Street	County	City	City
	521	Hamline Avenue (CSAH 50)	County	City*	City*
	586	Fairview Avenue (CSAH 48)	County	City	City
	615	Gortner Avenue	County	City	City
CSAH 46 (Cleveland Ave)	582	Roselawn Avenue	County	City*	City*

*Sharing the responsibility with another city.

Exhibit A-2. Signals for pedestrian crossing (PED SIGNALS)

CSAH	TRF No.	Cross Street	Maintenance Responsibility		
			Traffic Control	Luminaire	Power
CSAH 50 (Hamline Ave)	-	Garden Avenue	City	N/A	City

Exhibit B – MnDOT operated signals

MnDOT Road	TRF No.	Cross Street	Maintenance Responsibility			Electric Power Cost
			Routine	Lamping	Luminaire	
TH 51 (Snelling Ave)	315	Larpenteur Avenue (CSAH 30)	State	County	County	County
TH 51 (Snelling Ave)		Hoyt Avenue	State	St. Paul	St. Paul	City
TH 51 (Snelling Ave)	860	Roselawn Avenue	State	Roseville	Roseville	City

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	Consent G4
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	City Hall Summer Hours
Description	Historically, the City of Falcon Heights has employed a modified schedule during the summer months. This practice was halted in 2020 and 2021 due to the limited public access to City Hall during the height of the pandemic, but brought back in 2022. Staff has again expressed support for the practice this year. During the summer months, especially on Fridays, the amount of walk-in and phone call requests for service drops off dramatically. Most afternoons in non-summer months, the City sees approximately 3-4 visitors and a few calls Monday-Thursday. There are very few Friday afternoon visits. Many cities use this as an opportunity to employ alternative hours of operation, commonly known as "Summer Hours". Currently, normal hours of operation are Monday – Friday, 8:00 a.m. – 4:30 p.m. Historically, Summer Hours have occurred between Memorial Day and Labor Day. Because staffing is more critical in the days leading up to and during the Minnesota State Fair, Staff are proposing that the City of Falcon Heights use a modified schedule for 2025, instead making Summer Hours effective to begin weeks earlier and to end two weeks earlier. At the City Council Workshop Meeting on May 7th, Council was presented with two start dates, dependent on their preference: • Beginning Monday, May 12, by giving authority to the City Administrator verbal authority to modify City Hall hours administratively until it can formally be approved on May 14th. • Or, if the Council so chooses, they could wait to begin Summer Hours on Monday, May 19, so that formal consent may be given during the May 14 City Council meeting. Council was in favor of granting administrative authority to begin Summer Hours on Monday, May 12th and will now formally approve Summer Hours.

	Summer Hours will be in effect through Friday, August 15 and will be the following: Monday – Thursday 7:30 am – 5:00 pm Friday 8:00 am - noon This allows City Hall to still be open a similar number of hours per week (42 vs 42.5 during non-summer hours) and for employees to still work the same number of total hours (40, with one ½ hour break each day, except on Fridays, when staff would prefer to start thirty minutes later and to also not to take a break). On Mondays through Thursdays, it would allow City Hall customers the ability to come in both a ½ hour earlier and later in the day to conduct business. And, this will allow City Hall to be staffed at its regular business hours leading up to and during the State Fair. Supervisors will work with their employees to modify their schedules as best works for their divisions to be flexible with employees’ needs while maintaining necessary coverage. We will publicize our approved Summer Hours through our normal methods (email, website, flyers, newsletters, and social media). We would also insert a notice on all permit applications so that contractors and/or residents do not come to City Hall on Friday afternoons hoping to pick up permits for their weekend projects. Notice will also be given to those who rent facilities that building keys will need to be picked up before noon on Friday.
Budget Impact	N/A
Attachment(s)	None
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt the summer hours schedule as explained above.

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	Consent G5
Attachment(s)	Resolution 25-37
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Adoption of the Falcon Heights Climate Action Plan
Description	The City of Falcon Heights has developed a Climate Action Plan to reduce greenhouse gas emissions, address the climate crisis, and build resilience. The city has already seen the effects of climate change in variable weather conditions, air quality health risks from wildfires, and extreme heat. To address it, the city has goals to reduce greenhouse gas emissions and switch to renewable energy sources. As a GreenStep city and part of the Partners in Energy program through Xcel Energy, we are already taking action to address climate change. A Climate Action Plan is one of the most important next steps for achieving these goals. The plan is being funded by a Minnesota Pollution Control Agency grant via the Local Climate Action Grant Program and is being supported by paleBLUEDot LLC, the City's consultant. The Climate Action Plan stems from the Climate Crisis resolution adopted by the City Council in January 2023, which included a commitment to consider a Climate Action Plan with input from the Falcon Heights community and local partners. The Climate Action Plan team met four times, including one meeting with important advisory stakeholders, to identify goals and actions which serve as the basis for the drafted Climate Action Plan. There was also a chance for residents to review goals and proposed actions at the Sustainability Fair on April 26. After these sessions and two reviews by City Council, the final version of the Plan is now ready for adoption. The full Climate Action Plan can be viewed here.
Budget Impact	Budgeted for in current year; also covered by MPCA grant funding.
Attachment(s)	Resolution 25-37- Adopting the Falcon Heights Climate Action Plan
Action(s) Requested	Staff recommends approval of attached resolution adopting the Falcon Heights Climate Action Plan.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

May 14, 2025

No. 25-37

RESOLUTION ADOPTING THE FALCON HEIGHTS CLIMATE ACTION PLAN

WHEREAS, in January 2023, the City of Falcon Heights declared a climate crisis with Resolution 23-04; and

WHEREAS, in 2024, the City of Falcon Heights applied for and was awarded a Local Climate Action grant from the Minnesota Pollution Control Agency to fund a climate action plan; and

WHEREAS, the Falcon Heights Climate Action Plan, led by paleBLUEdot as a consultant, reflects the research, study, and input from community members, businesses, institutions, City commissions, stakeholders, City Staff, and City Council; and

WHEREAS, the Climate Action Plan is intended as a planning tool to guide the City toward a low-carbon, resilient future by setting ambitious goals aligned with the State of Minnesota's climate targets.

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

1. That the Falcon Heights Climate Action Plan is adopted and is effective as of the date of this resolution.

Adopted by the Falcon Heights City Council this 14th day of May, 2025.

Moved by:

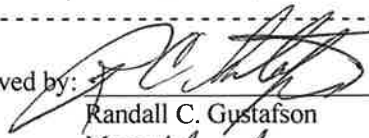
Meyer

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MEYER
WASSENBERG
MIELKE

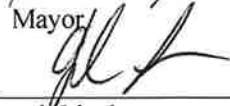
5 In Favor

0 Against

Approved by:


Randall C. Gustafson
Mayor

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	Consent G6
Attachment(s)	Early Retirement Incentive Program Policy, Resolution 25-38
Submitted By	Jack Linehan, City Administrator

Item	Voluntary Early Retirement Incentive Program
Description	The City is in a unique position in 2025 with a strong fund balance of approximately 107% of annual expenditures, and projections that our police costs under our contract with St. Anthony Village will come in under estimates (\$1.3 million in estimated expenses vs \$1.6 million budgeted) due to the ramp-up costs of staffing. Looking forward, however, there are serious concerns over the state of economic conditions. The City receives approximately 20-25% of general fund revenues in the form of intergovernmental revenues, with most of that coming from the State of Minnesota's Local Government Aid (LGA). For consideration this legislative session are cuts to LGA, which would negatively impact the City's financial position. Additionally, uncertainty over national and international economic conditions could further impact the City's long-term financial position. To avoid future budgetary savings measures such as layoffs and to prioritize costs to occur in 2025 rather than future years, administration can offer a voluntary early retirement incentive program (VERIP). The League of Minnesota Cities recommends a VERIP as a proactive measure that can provide a win-win for the employees who elect to participate as well as the City's long-term financial costs. Under the proposed VERIP, employees who retire during a set window will receive a far greater financial incentive for retirement than they would without the program. The City can offer a variety of proposed perks, which could include paying health insurance premiums for a period and/or increasing the compensation of unused sick time beyond the City's current policy (50% of unused sick time paid upon separation/retirement). Under the proposed plan, the City would cover the amount of single health insurance (currently approximately \$1,024.82 monthly) for 36 months, and would increase the payout of unused sick time to 100%. Staff requests the City Council approve offering VERIP under the proposed program.
Budget	The costs of this program would be absorbed in the 2025 budget. If employees elect to

Impact	participate, staff will run the analysis of the short-term costs vs. long-term savings under the program if positions were not backfilled or were filled with part-time or contractual employees.
Attachment(s)	• Early Retirement Incentive Program
Action(s) Requested	The City Council is requested to approve Resolution 25-38 offering a voluntary early retirement incentive program for all eligible employees.

Early Retirement Incentive for All Employees

City of Falcon Heights, Minnesota

Early Retirement Incentive Offering Paid Health Insurance Coverage for Three Years and an Increase in Sick Leave Payout to 100% of Eligible Time

An employee who has been with the City for at least ten years and has met age and service requirements necessary to be eligible for full PERA retirement benefits may retire and receive the city's contribution toward single health coverage for the lowest cost provider offered by the city to its active employees for three years (36 months), plus an increase in the payout of eligible sick leave from the standard 50% to 100%.

Employees can choose to continue family health coverage by paying for the difference between the cost of family coverage and the city's contribution toward single coverage.

Retired employees may have the City reimburse them for health coverage that they obtain on their own. The reimbursement rate will be the same amount that the city would have paid toward its own group insurance plan. The reimbursement will be made on a quarterly basis and can be designated to the retirees health savings account upon request. Retirees who choose this option will not be able to return to any of the City's health plans.

Eligibility for health insurance coverage or reimbursement will cease if the retired employee is covered under another employer's group health plan or the City terminates group insurance coverage for all its employees.

This early retirement incentive program is only available to employees who retire between May 15, 2025 and August 15, 2025.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-38

**A RESOLUTION AUTHORIZING AN EARLY RETIREMENT INCENTIVE
PROGRAM FOR ELIGIBLE EMPLOYEES**

WHEREAS, the City of Falcon Heights recognizes the value of supporting long-tenured employees in their transition to retirement and seeks to offer incentives that provide flexibility while managing long-term personnel costs; and

WHEREAS, the proposed Early Retirement Incentive Program is available to all employees who have completed at least ten (10) years of service and are eligible for full PERA retirement benefits; and

WHEREAS, the program includes a one-time increase in the sick leave payout from 50% to 100% of accrued and eligible sick leave, and provides for the City to pay the cost of single health insurance coverage, or equivalent reimbursement, for a period of up to three (3) years or thirty-six (36) months; and

WHEREAS, employees may elect to continue family health coverage at their own expense by paying the cost difference between family and single coverage; and

WHEREAS, retirees may choose to obtain individual health insurance coverage outside of the City's plan and receive reimbursement equivalent to the City's single coverage contribution, paid quarterly, with the option to direct this reimbursement to a Health Savings Account; and

WHEREAS, eligibility for coverage or reimbursement shall cease if the retired employee becomes covered under another employer's health plan or if the City terminates group insurance coverage for its employees; and

WHEREAS, this program shall be made available only to employees who retire between May 15, 2025, and August 15, 2025.

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

1. That the Early Retirement Incentive Program, as described above and detailed in the supporting documentation, is hereby approved and adopted.
2. That the City Administrator is authorized to implement and administer the program according to the stated provisions.

Moved by: Meyer

Approved by: 
Randall Gustafson
Mayor

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LEEHY
MEYER
WASSENBERG
MIELKE

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In Favor
Against

Attested by: 
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	G7
Attachment	Project #25-01 - Change Orders #1
Submitted By	Erik Henricksen, City Engineer

Item	Request Approval of Change Orders #1 for the 2025 Pavement Management Project 25-01.
Description	On April 7, 2025 City Council approved Resolution 25-33, authorizing the City Administrator to execute the Capitol Region Watershed District Stewardship Grant Agreement and accept a \$10,000 grant for the Falcon Woods Outlot Control Structure project. The City of Falcon Heights is proceeding with this work through Change Order #1 in the amount of \$27,130.00 to cover the full cost of the outlet control structure installation. The CRWD grant will provide partial funding for this work (\$10,000), with the remaining \$17,130.00 to be funded through the City's Stormwater Utility Fund.
Budget Impact	This portion of the 25-01 project has the following financial implications for the City and property owners along the streets under this maintenance project: • Will not be included in assessments levied in accordance with the City's assessment policy. • Expenditure of the improvement above the \$10,000 grant from CRWD will be paid through the storm utility fund.
Attachment(s)	Change Order #1 ; Resolution 25-39
Action(s) Requested	Motion to approve Resolution 25-39 Authorizing Change Order #1 for the 2025 Pavement Management Project 25-01.



Your Preferred Pavement Partner Since 1946

1520 Commerce Drive | Mendota Heights | MN | 55120
 651-686-7001 (P) | 651-687-9857 (F)
www.bitroads.com | info@bitroads.com

To:	CITY OF FALCON HEIGHTS	Contact:	
Address:	2077 W. LARPENTEUR AVENUE FALCON HEIGHTS, MN 55113-5594	Phone:	651-792-7600
		Fax:	651-792-7610
Project Name:	FALCON HEIGHTS 2025 PMP	Bid Number:	
Project Location:	VARIOUS, FALCON HEIGHTS, MN	Bid Date:	3/20/2025

CHANGE ORDER #1 OCS FALCON WOODS

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	REMOVE FLARED END SECTION	1.00	EACH	\$250.00	\$250.00
2	48" OCS	1.00	EACH	\$23,890.00	\$23,890.00
3	24" RC APRON	1.00	EACH	\$1,950.00	\$1,950.00
4	EXCAVATION- COMMON	8.00	CY	\$25.00	\$200.00
5	RANDOM RIP RAP CL III- GRANITE	8.00	CY	\$105.00	\$840.00

Total Bid Price: \$27,130.00

Notes:

- All work to be completed in 2025.
- Proposed Work Does Not Include: Landscape Restoration, Irrigation Repair/Restoration, Private Utility Locates/Repairs, Sub-soil Corrections, Erosion Control, Towing Charges, Permits and Fees, Multiple Mobilizations, Surveying or any Unforeseen Conditions, Guarantee on drainage or ponding of water on lots with less than 1% slope. No epoxy or thermoplastic striping.

If wear course is to be placed after October 31, Bituminous Roadways cold weather paving advisory will need to be signed.

- Noted Addn: None
- For more information: www.bitroads.com

Payment Terms:

This proposal is subject to credit approval and is valid for 10 calendar days, after which time price quotes may be withdrawn without notice. This quote is based on standard AGC subcontract language and shall become a rider to any contract.

Payment due upon receipt of invoice. A finance charge of 1 1/2% per month (18% per year) will be charged on any balance over 30 days past invoice date, unless otherwise agreed upon in writing. We gladly accept Visa, Mastercard, Discover & American Express.

<https://bitroads.com/About-Us/75th-Anniversary>

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: <u>City of Falcon Heights</u> Signature: <u>[Signature]</u> Date of Acceptance: <u>5/14/25</u>	CONFIRMED: BITUMINOUS ROADWAYS, INC. - MENDOTA HEIGHTS Authorized Signature: _____ Estimator: Paul Hildestad 952-250-2898 Paul.Hildestad@bitroads.com
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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-39

**RESOLUTION APPROVING CHANGE ORDER #1 FOR THE 2025 PAVEMENT
MANAGEMENT PROJECT 25-01**

WHEREAS, on April 7, 2025, the City Council of the City of Falcon Heights approved Resolution 25-33, authorizing the City Administrator to execute the Capitol Region Watershed District (CRWD) Stewardship Grant Agreement and accept a \$10,000 grant for the Falcon Woods Outlet Control Structure project; and

WHEREAS, the Falcon Woods Outlet Control Structure project is proceeding through Change Order #1 associated with the 2025 Pavement Management Project 25-01, which includes the installation of the outlet control structure at a total cost of \$27,130.00; and

WHEREAS, the CRWD grant will provide partial funding for the project in the amount of \$10,000, with the remaining \$17,130.00 to be funded through the City's Stormwater Utility Fund.

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

1. The City Council hereby approves Change Order #1 for the 2025 Pavement Management Project 25-01 in the amount of \$27,130.00 for the installation of the Falcon Woods Outlet Control Structure.

Moved by: Meyer

Approved by: 
Randy Gustafson
Mayor
May 14, 2025

GUSTAFSON
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MEYER
WASSENBERG
MIELKE

5 In Favor
0 Against

Attested by: 
Jack Linehan
City Administrator
May 14, 2025

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	G8
Attachment(s)	Municipal Delegation Agreement Application
Submitted By	Jack Linehan, City Administrator

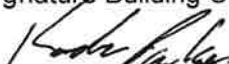
Item	Municipal Delegation of Building Official
Description	The City of Falcon Heights contracts with the City of Little Canada for their building official. Steve Westerhaus, the current building official is retiring, and Little Canada hired Kade Paulson to be the new building official. As a result, the council is requested to authorize and delegate the authority to Kade to being our building official.
Budget Impact	N/A
Attachment(s)	Municipal Delegation Agreement Application
Action(s) Requested	The City Council is requested to authorize to sign and delegate the authority to Kade to being our building official

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Attention: Scott Wheeler
443 Lafayette Road North, St. Paul, MN 55155
Phone: 651-284-5876 Fax: 651-284-5749
Web: www.dli.mn.gov



Municipal Delegation Agreement Application
INSPECTIONS ALL – PART 1 of 3
Building Code Administration on Public Buildings and State Licensed Facilities

Please complete and return this application (with **REQUIRED** information in Parts 2 and 3). You will be contacted when your application is received.

Municipality Name Falcon Heights		Type: ☒ City ☐ Township ☐ County	
Building Official Name Kade Paulson		Work Phone 651-766-5323 Cell Phone 651-703-4454 Email kade.paulson@littlecanadamn.org	
Mailing Address 2077 Larpenteur Ave W		City Falcon Heights	State MN
Signature Building Official 		Certification No. BO806769	Zip Code 55113
Signature Municipal Manager/Administrator		Date 05/06/2025	

CONDITIONS OF AGREEMENT:

- A. Municipality will attend to all required inspections, including:
- conduct cursory plan review to familiarize inspector with the project (main plan review done by CCLD);
 - interpret, apply, and enforce all applicable code provisions
 - issue permits and maintain records. **However, permits are not to be issued until written approval is received from CCLD;**
 - oversee Special Inspections;
 - adhere to all applicable written division Plan Review Policies. See <http://www.dli.mn.gov/workers/licenses-permits-and-plan-reviews/building-plan-review-interpretations-policies-and>;
 - interpret, apply, and enforce all applicable code provisions
 - perform all required inspections for compliance with state approved plans and the State Building Code including fire protection systems;
 - review change orders and addendums for code compliance;
 - will issue certificate of occupancy where applicable and/or final inspection of project.
- B. To conduct fire protection system inspections, the individual needs to have a minimum of 5 years of experience, or a written notice from the State of Minnesota Fire Marshal's Office transferring sprinkler plan review and inspection authority.
- C. You may charge up to 25% of your normal plan review fee to perform cursory plan review. You may charge your normal fee for permits.

Parts 2 and 3 must also be completed and submitted with this application to Scott Wheeler at:
scott.wheeler@state.mn.us

Minnesota Department of Labor and Industry
Construction Codes and Licensing
Code Services, Attention: Scott Wheeler
443 Lafayette Road N., St. Paul, MN
55155-4341 Phone: (651) 284-5876 Fax:
(651) 284-5749 <http://www.dli.mn.gov/>
PRINT in INK or TYPE your responses.



Notice of Designation or Vacancy of Certified Building Official

To the Commissioner of Labor and Industry:

According to M.S. §326B.133, Subd. 1,

Each municipality shall designate a building official to administer the code. A municipality may designate no more than one building official responsible for code administration defined by *each* form of certification established in Minnesota Rules, 1301.0200

and further, according to M.S. §326B.133, Subd. 7,

In the event that a designated building official position is vacant within a municipality, that municipality shall designate a certified building official to fill the vacancy *as soon as possible*. The commissioner must be notified of any vacancy or designation in writing within 15 days.

The administrative authority for the municipality of **Falcon Heights**

Hereby notifies the Commissioner, pursuant to M.S. §326B.133, that it has made one of the following designations (**A or B selected**):

A. ☒	The municipality has designated:	Kade J Paulson	as a:	☐ Certified Building Official Limited
		NAME (INCLUDE MIDDLE INITIAL)		☒ Certified Building Official
Effective Date:	05/05/2025	Certification Number: (Include Letters of Cert. #)	BO806769	
According to M.S. §326B.133, Subd. 3a(c) the "Certified Building Official Limited" may perform code administration only for one- and two-family dwellings, their accessory structures, and "exempt classes of buildings" as provided in Minnesota Rules, 1800.5900. The municipality shall also designate a "Certified Building Official" with a separate Notice of Designation form , for the code administration for all other structures when a Certified Building Official Limited is designated as the municipality's building official.				

MUNICIPALITY CONTACT INFORMATION

MUNICIPALITY STREET ADDRESS (do not provide a PO Box)			
2077 Larpenteur Ave W			
CITY		STATE	ZIP
Falcon Heights		MN	55113
PHONE	FAX	E-MAIL	
(651) 792-7600	(651) 792-7610	mail@falconheights.org	

MUNICIPALITY BUILDING OFFICIAL CONTACT INFORMATION

BUILDING OFFICIAL STREET ADDRESS (do not provide a PO Box)			
12 Crestview Bay			
CITY		STATE	ZIP
Faribault		MN	55021
WORK PHONE NUMBER	MOBILE PHONE NUMBER	E-MAIL	
(651) 766-5323	(701) 426-2667	kade.paulson@littlecanadamn.org	

OR B.

☐ Municipality has a vacancy in the building official position.	Effective Date:
--	-----------------

The statutory definitions of **Designate** and **Administrative Authority** are established in M.S. §326B.103, Subd. 6. Please have the appointed administrative authority of the municipality sign this form. (Usually known as the Administrator or Manager)

NAME OF ADMINISTRATIVE AUTHORITY (Type or Print)	SIGNATURE OF ADMINISTRATIVE AUTHORITY	
	TITLE	DATE

Minnesota Department of Labor and Industry
Construction Codes and Licensing
Code Services, Attention: Scott Wheeler
443 Lafayette Road N., St. Paul, MN
55155-4341 Phone: (651) 284-5876 Fax:
(651) 284-5749 <http://www.dli.mn.gov/>
PRINT in INK or TYPE your responses.



Notice of Designation or Vacancy of Certified Building Official

To the Commissioner of Labor and Industry:

According to M.S. §326B.133, Subd. 1,

Each municipality shall designate a building official to administer the code. A municipality may designate no more than one building official responsible for code administration defined by *each* form of certification established in Minnesota Rules, 1301.0200

and further, according to M.S. §326B.133, Subd. 7,

In the event that a designated building official position is vacant within a municipality, that municipality shall designate a certified building official to fill the vacancy *as soon as possible*. The commissioner must be notified of any vacancy or designation in writing within 15 days.

The administrative authority for the municipality of **Falcon Heights**

Hereby notifies the Commissioner, pursuant to M.S. §326B.133, that it has made one of the following designations (**A or B selected**):

A. ☐	The municipality has designated:	NAME (INCLUDE MIDDLE INITIAL)	as a:	☐ Certified Building Official Limited
				☐ Certified Building Official
Effective Date:		Certification Number: (Include Letters of Cert. #)		
According to M.S. §326B.133, Subd. 3a(c) the "Certified Building Official Limited" may perform code administration only for one- and two-family dwellings, their accessory structures, and "exempt classes of buildings" as provided in Minnesota Rules, 1800.5900. The municipality shall also designate a "Certified Building Official" with a separate Notice of Designation form, for the code administration for all other structures when a Certified Building Official Limited is designated as the municipality's building official.				

MUNICIPALITY CONTACT INFORMATION

MUNICIPALITY STREET ADDRESS (do not provide a PO Box) 2077 Larpenteur Ave W			
CITY Falcon Heights		STATE MN	ZIP 55113
PHONE (651) 792-7600	FAX (651) 792-7610	E-MAIL mail@falconheights.org	

MUNICIPALITY BUILDING OFFICIAL CONTACT INFORMATION

BUILDING OFFICIAL STREET ADDRESS (do not provide a PO Box)			
CITY		STATE	ZIP
WORK PHONE NUMBER -	MOBILE PHONE NUMBER -	E-MAIL	

OR **B.**

☒ Municipality has a vacancy in the building official position. Effective Date: 05/05/2025

The statutory definitions of **Designate** and **Administrative Authority** are established in M.S. §326B.103, Subd. 6. Please have the appointed administrative authority of the municipality sign this form. (Usually known as the Administrator or Manager)

NAME OF ADMINISTRATIVE AUTHORITY (Type or Print)	SIGNATURE OF ADMINISTRATIVE AUTHORITY	
	TITLE	DATE

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	G9
Attachment(s)	Final Report
Submitted By	Jack Linehan, City Administrator

Item	2025 City Council Goal Setting Process - Final Report
Description	In March 2025, the City Council and Administrator participated in a goal-setting process facilitated by DDA HR, Inc. This process included individual interviews with each Councilmember and a collaborative workshop on March 4. The Council then reviewed a preliminary draft at a Council Workshop on April 2 and provided additional feedback, which then helped inform this final version of the report. The Council reviewed the final draft at a Council Workshop on May 7 and had slight revisions, which were made and have resulted in the final report (attached).
Budget Impact	N/A
Attachment(s)	2025 City Council Goal Setting Process - Final Report
Action(s) Requested	The City Council is requested to adopt the final report.



FALCON HEIGHTS
THE CITY THAT SOARS

City of Falcon Heights, Minnesota



2025 Goal Setting Process Report

April 28, 2025



Process

The City of Falcon Heights undertook a goal setting process in March of 2025. The process included the consultant having individual meetings with the Mayor, City Council, and City Administrator as well as a facilitated group session on Tuesday, March 4th. The session included:

- A fun interactive kick off activity.
- Presentations by the Mayor, Council, and City Administrator regarding their priorities and recent accomplishments.
- Discussion on and reaction to the priorities, goals, and strategies that came forward from the individual meetings with Consultant Bart Fischer, and presentations.
- Presentation of this summary report on the discussion and actionable steps to move the priorities, goals, and strategies forward.

Falcon Heights Officials

- Mayor Randy Gustafson
- Councilmember Melanie Leehy
- Councilmember Eric Meyer
- Councilmember Paula Mielke
- Councilmember Jim Wassenberg
- City Administrator Jack Linehan

Consultants

- Bart Fischer, DDA HR, Inc.
- Liza Donabauer, DDA HR, Inc.



Pictured left to right: Mayor Randy Gustafson, City Administrator Jack Linehan, Councilmember Paula Mielke, Councilmember Melanie Leehy, Councilmember Eric Meyer, Councilmember Jim Wassenberg

This report summarizes the discussions from the individual meetings and facilitated session. It is intended to be a working document that is fluid as it elicits continued discussion on the priorities, goals, strategies, projects, and action steps for Falcon Heights.

Priorities/Goals/Strategies/Action Steps

The following represents the priorities, goals, strategies, and action steps that came out of the group discussion during the goal setting session. This list is meant to be fluid and adaptable. It is recommended that the Falcon Heights Team regularly discuss target timelines and lead people/persons for each priority, goal, strategy, and action step. The following are listed in no particular order of importance.

Explore Opportunities to Provide Value Added Services for Residents

(Lead: City Administrator. Target Date: End of Quarter 3, 2025)

Purpose: To provide excellent service in the core service areas and in how those services are delivered.

Some service areas to consider are:

- Communications
- Plowing early and often
- Quality street sweeping
- A more accessible staff
- Outsource Falcon Heights' Public Works service



Continue to collaborate with St. Anthony Village (SAV) to ensure a smooth and transparent transition to policing services provided by the SAV Police Department (SAPD)

(Lead: Council and staff from both communities and the SAPD. Target Date: Ongoing)

Purpose: To provide excellent policing service and ensure the FH community are engaged in the successful transition of this vital public safety service.

- Engage the Community via Communication Channels
 - Use Facebook and other official City platforms to share information and invite open feedback from residents about policing services and the transition process.
- Receive Regular Updates from SAPD Leadership
 - Request the SAPD Chief or designated representative to attend City Council meetings regularly and present an annual report that includes measurable data and progress on the transition.
- Host Community Engagement Events
 - Organize "Coffee with a Cop" and similar informal gatherings to build relationships between residents and officers. Share outcomes and community feedback with the City Council.
- Hold Public Listening Sessions
 - Schedule listening sessions where community members can ask questions, share concerns, and provide input about policing services and public safety priorities.
- Ensure SAPD Presence at Community Functions
 - Invite an SAPD officer or representative (not limited to the Chief) to participate in community events, including the State Fair Task Force and various commission meetings.
- Support the Role of the Community Engagement Officer
 - Collaborate with SAPD to identify and promote opportunities for the Community Engagement Officer to interact with residents, once the position is in place.



Support the Enhancement and Development of City/Community Facilities

(Lead: City Administrator, City Engineer, Public Works Director. Target Date: End of 2025)

Purpose: To ensure continued momentum takes place on existing and planned projects.

- Complete Key Park Improvement Projects
 - Finalize the planned upgrades at Community Park.
 - Continue updates and improvements at Curtiss Field, Grove Park, and the Falcon Heights Elementary outdoor facilities, which are utilized as public park space.
- Develop a Comprehensive Parks and Facilities Master Plan
 - Hire a consultant to lead the creation of a citywide Master Plan that identifies priority projects, balances community wants vs. needs, and aligns funding sources with specific initiatives.
 - Incorporate community input to determine desired services and amenities.
 - Establish a framework to measure community need and demand.
- Expand Access and Amenities Across the City
 - Explore the addition of pocket park amenities in neighborhoods with limited access to current park space.
 - Improve and enhance walkability and pedestrian safety where feasible, especially in high-traffic or under-served areas.
- Improve Pedestrian Safety through Targeted Infrastructure
- Partner with Ramsey County to evaluate and implement traffic-calming measures, including reduced speed limits, pedestrian crossings, or bump-outs at the following intersections:
 - Hamline & Hoyt
 - Hoyt & Cleveland
 - Larpenteur & Fry
 - Larpenteur & Albert
 - Crawford & Arona
 - Falcon Crossing
- Evaluate and Plan for Future Facility Use
 - Conduct a space study of underused or non-essential City spaces to explore opportunities for reconfiguration or redevelopment.
 - Inventory all City-owned land and facilities to inform future investments and long-term planning.
 - Explore potential uses for the large lawn space in front of City Hall to serve evolving community needs.



Explore Additional and Creative Funding Options and Opportunities for Projects and Initiatives

Purpose: To encourage City staff and Council to proactively identify funding mechanisms that reduce reliance on the tax levy and special assessments, thereby lessening the financial burden on community members.

- Explore funding opportunities related to City incurred costs due to the State Fair.
(Lead: City Administrator, State Fair Task Force (SFTF), Council Liaison to the SFTF. Target Date: Start of 2025 State Fair)
- Explore funding sources and opportunities for street improvement and maintenance projects in an effort to decrease the amount of street assessments or amount of property taxes spent on infrastructure.
(Lead: City Administrator, Finance Director, Assistant Finance Director, Public Works Director, City Engineer. Target Date: End of 2025)
- Prioritize the recommendations coming from the Environment Commission's Energy Action Plan and Climate Action Plan and seek funding sources to complete these actions.
(Lead: Community Development Coordinator, GreenCorp Member and EC Council Liaison. Target Date: End of 2025)

Develop a Multi-Year Capital Improvement Plan (CIP)

(Lead: City Administrator, City Engineer, Finance Director, Public Works Director.
Target Date: End of 2025 Quarter 3)

- Develop and enhance the multi-year Capital Improvement Plan.
- Develop a multi-year road and long-term pavement management program.





Continue to Explore Development and Re-Development Opportunities

(Lead: City Planner, City Administrator. Target Date: Ongoing)

Purpose: Determine how the City can assist with development and re-development.

- Economic development opportunities
 - Former dry-cleaning business on Larpenteur - "Get Pressed"
 - Currently zoned B-1. Explore and identify new zoning
 - Explore potential to purchase the property
 - Clean up the property utilizing MPCA grants
 - Evaluate future re-development for the site
 - U of M Les Bolstad Golf Course
 - Review existing plan as well as plan from U of M students/class
 - Re-engage with U of M liaison and assign a City liaison
 - Re-develop other areas and sites along the Larpenteur and Snelling corridors as opportunities present themselves.
- Business engagement and retention
 - Work with the local business community to encourage them to acknowledge they are in Falcon Heights and not St. Paul, Roseville, or other surrounding community.
- Update ordinance language to reflect both the needs of the City and business community



Falcon Heights Leadership to Continue to Improve on External Communications to Engage Residents and Community Partners

(Lead: Communications Coordinator, City Administrator, Other Staff. Target Date: Ongoing)

Purpose: To strengthen trust, transparency, and collaboration by enhancing the clarity, consistency, and accessibility of information shared with residents and community partners.

- Conduct a community survey on all City services. Benchmarking services such as policing, plowing, use of public spaces, preferred communications, other? Enhancements to the City's website.
(Lead: Administrative & Communications Coordinator, City Administrator. RFP underway. Target Date for new website: Quarter 1, 2026)
- Send push notifications and texts to city residents and business members. (e.g. public hearings, city events, street improvement project updates/notifications, street sweeping, plowing.
- Include an Economic Development column in the newsletter along with other City communications. Also advertise open commercial spaces through these channels.
- Communicate the Falcon Heights Story – why do residents choose to live here. This messaging can help to instill community pride and market the Community.
- Utilize a coordinated communications effort to continually tap into, engage, and involve the talent and energy within the community.
 - Embrace and acknowledge differences as part of the community culture. Weave this acknowledgement into the fabric of the community and as part of what the City of Falcon Heights as an organization does and is.
- Publish the multi-year CIP and Master Space Study information on the City's website and via other communication tools.
- Explore electronic signage at City Hall.





Support the Rental Community Within Falcon Heights

(Lead: City Administrator, City Planner, Administrative Services Director, Fire Marshal.

Target Date: End of Quarter 3, 2025)

Purpose: To ensure safe, and well-maintained rental housing by establishing ordinances that support tenants, promote responsible property management, and reflect the needs of both renters and landlords in the community.

- Strengthen City Rental Ordinances.
- Create/Enhance Rental Inspection & Licensing Program.

Continue and Enhance Strong Partnerships With Key Stakeholders

(Lead: All Staff and Council. Target Date: Ongoing)

- **Minnesota State Fair**
 - Collaborate with the State Fair to explore opportunities for keeping fairgrounds gates open more regularly to improve neighborhood walkability and connectivity.
- **University of Minnesota**
 - Officially thank the University for its support and contributions to Community Park.
 - Collaborate with the University to coordinate and market a list of U of M attractions located in Falcon Heights, such as the Bell Museum, The Raptor Center, and the Dairy Store.
 - Engage through interaction on the Climate Action Plan.
 - Re-establish regular communication with the University's designated liaison and appoint a corresponding City liaison to ensure consistent and proactive collaboration.
 - Identify and engage residents who work at the University to serve as informal ambassadors and strengthen community ties.
 - Create meaningful engagement opportunities for U of M students, such as volunteer initiatives, community events, or internship programs.
 - Maintain regular communication and strategic alignment with the University's Intergovernmental Relations team to advance mutual goals.
- **City of Lauderdale**
 - Continue to partner on cost-effective shared services—such as street sweeping, snow plowing, and other operational efficiencies—to maximize resources and benefit both communities.
- **City of St. Anthony Village**
 - Continue to partner with SAV on the smooth transition of its policing services.
 - Actively work to strengthen and enhance the overall relationship with St. Anthony Village through regular communication, shared goals, and mutual support.
- **City of Roseville**
 - Continue expanding the relationship for engineering services.
 - Explore new partnership opportunities, such as parks & recreation, to enhance community services.
- **City of St. Paul**
 - Continue to develop and promote the partnership for fire and emergency medical services.
 - Explore approval of a new, longer-term contract for fire and emergency medical services.
- **Schools - Falcon Heights Elementary and Brimhall Elementary**
 - Rebuild and maintain strong connections with area schools, especially as changes in leadership and points of contact may have affected past interactions.
 - Attend District meetings.
 - Continue the partnership on communication and marketing of both City and School events.
- **County**
 - Continue working with the County on projects and funding for those projects.

Enhance Internal Operations and Staff Professional Development

(Lead: City Administrator and City Council. Target Date: End of 2025)

Purpose: To improve the efficiency, effectiveness, and responsiveness of City operations by investing in staff professional development, fostering a culture of continuous learning, and streamlining internal processes to better serve the community.

- Ensure that staff understands they are valued
 - Conduct a Comp & Class study and have a policy discussion around where Council is willing to target salaries: top, mid, low range of comparables. Also have job descriptions updated as part of this process.
 - Enhance onboarding and retention activities.
 - Increase and improve internal communications.
 - Upgrade timeclock and payroll systems and streamline other technology for better efficiency.
 - Update how records management and retention are accomplished.
 - Simplify the open enrollment process and develop a one-sheet Benefits Summary.
 - Review and improve HR and finance policies and processes to ensure efficiency and clarity.
- Council & Commissions enhancements
 - Continue providing resources for Council members and Commissioners to attend relevant training sessions.
 - Consider implementing a Bring Your Own Device (BYOD) option to facilitate paperless packets.
 - Clarify and formalize position descriptions for Council members and Commissioners, outlining their roles and responsibilities.
 - Formalize and expand the onboarding process for new Council members to ensure smooth integration.
 - Offer per diems for Council members and Commissioners to support their involvement in City-related activities.
 - Bring Commission Chairs together regularly to provide updates, discuss Council goals, and determine ownership of projects and community events.
 - Celebrate and formally recognize the work and contributions of Commissioners and their respective commissions.
- Focus on cyber security/protection.
- Foster a team environment across the organization including between Council and staff.
 - Hold formal and informal meetings and gatherings of staff and Council on a regular basis. Create space for both Council and staff to share updates, thoughts, and feedback, encouraging open dialogue and active listening.

Explore Organized Trash Collection

(Lead: City Administrator and City Council. Target Date: End of 2027)

Purpose: A long-term proposition to reduce emissions from haulers and reduce wear and tear on the streets.

- Check-List of items to be done:
 - Review State Statutes.
 - Talk to other communities that have successfully implemented organized trash collection.
 - Talk to existing haulers.
 - Inventory haulers and the percentage of the community they service.
 - Begin conversations with the public around how recycling pick-up, which is a single hauler, has gone.
 - Work this through staff.
 - Schedule a future workshop to determine first/next steps.



Continue to Explore Options to Enhance Community Within Falcon Heights

(Lead: All Staff and Council. Target Date: Ongoing)

Purpose: To reduce polarization locally by cultivating a caring community through the strengthening of community connections.

- Identify who takes ownership of the various community events/activities:
 - Annual Ice Cream Social
 - Spring Together
 - Multi-Cultural Food Festival
 - Fall Festival
 - Explore co-hosting with various community partners Falcon Heights Nights at locations throughout the City
- Provide opportunities for teens and pre-teens to feel as though they are a valuable member of the Community (i.e. youth camps)
- Coordinate the Parks & Community Engagement Commissions to work together
 - How to connect the 11 Falcon Heights neighborhoods.
 - Promote Falcon Heights' multi-culturalism and diversity.
 - Seek to find common themes that draw people together such as knitting groups and musicians.
 - Look to complete and enhance walking paths to connect.
- Park & Rec programming for youth
 - There are quality competing programs through community ed, senior programming, and surrounding cities.
 - Have the policy conversation around if Falcon Heights facilitates existing partner and surrounding programs or create in-house programming with limited staff.



Priorities/Goals/Strategies/Action Steps

The following chart represents the priorities, goals, strategies, and action steps that came out of the group discussion during the session. This list is in no order of importance and is meant to be fluid and adaptable. It is recommended that the Falcon Heights Team regularly discuss target timelines and lead people/persons for each priority, goal, strategy, and action step

PRIORITIES / GOALS / STRATEGIES / ACTION STEPS	TARGET DATE	LEAD
Explore opportunities to provide value added services for residents	End of Quarter 3, 2025	City Administrator
Continue to partner with St. Anthony Village (SAV) and the SAV Police Department (SAPD) on the smooth transition of policing services to SAPD	Ongoing	Council and staff from both communities, SAPD
Continue to enhance, maintain, and develop city/community facilities and develop a multi-year Capital Improvement Plan	End of 2025	City Administrator, City Engineer, Public Works Director
Explore additional and creative funding options and opportunities for projects and initiatives	End of 2025	City staff
•Explore funding opportunities related to City incurred costs due to State Fair	Start of 2025 State Fair	City Administrator, State Fair Task Force (SFTF), Council Liaison to the SFTF
•Explore funding sources and opportunities for street improvement and maintenance projects in an effort to decrease the amount of street assessments or amount of property taxes spent on infrastructure	End of 2025	City Administrator, Finance Director, Assistant Finance Director, Public Works Director, City Engineer
•Prioritize the recommendations coming from the Environment Commission's Energy Action Plan and Climate Action Plan and seek funding sources to complete these actions	End of 2025	Community Development Coordinator, GreenCorp Member, EC Council Liaison
•Develop and enhance the multi-year Capital Improvement Plan	End of Quarter 3, 2025	City Administrator, City Engineer, Finance Director, Public Works Director
Development and re-development (the general discussion related to this topic was around how the City can help or assist with development and re-development)	Ongoing	City Planner, City Administrator
Continue to improve on external communications to engage residents and partners	Ongoing	Communications Coordinator, City Administrator, other staff
Support the rental community within Falcon Heights through new ordinances	End of Quarter 3, 2025	City Administrator, City Planner, Administrative Services Director, Fire Marshal
Continue and enhance strong partnerships with key stakeholders	Ongoing	All staff, City Council
Enhance internal operations and staff professional development	End of 2025	City Administrator, City Council
Explore organized trash collection	End of 2027	City Administrator, City Council
Continue to explore options to enhance community within Falcon Heights	Ongoing	All staff, City Council





Summary/Conclusion

The following are the key takeaways of the discussion from the session participants:

- All worked together well.
- We have more in common than we have different.
- A better understanding of operations.
- Encouraged by everyone's commitment to the City. We are forward thinking in how to improve operations within the Community
- All are onboard with how we can provide the best services to our residents while keeping funding and expenses reasonable.
- Excited! We have low hanging fruit we can tackle right away, which will make a big difference.
- It was good to spend a chunk of time discussing these initiatives.
- We are aligned on values and approach.
- It was good to spend informal time together.

The 2025 Falcon Heights Goal Setting Process allowed the City Council and City Administrator to discuss priorities, goals, strategies, and action steps for Falcon Heights. The process allowed for listening and better understanding of individual goals in an effort to collaborate and move forward with a list of group strategies, priorities, goals, and action steps.

It is recommended that opportunities are created throughout the year for updates and continued discussion by the Falcon Heights Team on the priorities, goals, strategies, and action steps as laid out in this document. This will be vital in keeping the lines of communication open for collaboration, understanding, the building of trusting relationships, and the continued momentum in maintaining and creating a successful future for the community.

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G10
Attachment	Application and Resolution 25-40
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Appointment of Georgiana May to the Environment Commission
Description	City Staff and the Environment Commission Chair have interviewed and recommend Georgiana May for the Environment Commission. Georgiana is a long-term resident and former professor at the University, working in the Department of Ecology, Evolution, and Behavior. She is well-versed in City commissions and work, having served on the Climate Action Plan Team, State Fair Task Force, and Community Engagement Commission. Georgiana's extensive knowledge of climate change and previous work within the community will be a valuable asset to the Environment Commission.
Budget Impact	N/A
Attachment(s)	• Commission Application • Resolution 25-40 Appointing Georgiana May to the Environment Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Georgiana May to the Environment Commission.

City Commission Application**Submission #:** 3852945**IP Address:** 73.5.168.50**Submission Date:** 03/12/2025 9:43**Survey Time:** 30 minutes, 27 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

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

Date and Time

03/12/2025 09:13 AM

Full Name

Georgiana May

Full Address

1477 California Ave. W

Falcon Heights, MN 55108

United States

Phone

[REDACTED]

Additional Phone**Email**

[REDACTED]

How Long At Above Address?

30 years

In Which Capacity Would You Like to Serve?

Environment Commission

What is the Reason You Would Like to Serve?

I want to help maintain FH programs in recycling, composting, managing stormwater runoff and programs for boulevard and park trees. It seems likely that the EC could support some of the Climate Action Plan goals, once these are articulated. I can communicate scientific understanding of issues, such as climate change impacts, that may affect FH residents.

List Prior (Previous) Public Service

Professor in the Department of Ecology, Evolution and Behavior, UM (now emeritus) Community Engagement Commission Participant in Community Conversations following Philando Castile's death Block captain and organizing CA avenue block party Team member in the Climate Action Plan State Fair Task Force Friends of the Peace Garden Board member

Other Relevant Background (Other Comments)

My professional work included projects to understand prairie plants' resilience to effects of climate change. This work, my background in teaching, analyzing and presenting quantitative data, as well as successful grant-writing, may be helpful as FH works to buffer our city parks and private properties' investments in native plants, community gardens, and infrastructure against the impacts of climate change.

Thank you,

Falcon Heights, MN

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-40

**RESOLUTION APPOINTING GEORGIANA MAY TO THE ENVIRONMENT
COMMISSION**

WHEREAS, the Environment Commission serves in an advisory capacity to the City Council on all policy matters relating to energy use, air quality, recreation and aesthetic appreciation, green infrastructure, water, solid waste, and environmental education; and

WHEREAS, City Staff and the Commission Chair have interviewed Georgiana May and recommend appointment to the Falcon Heights Environment Commission.

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

1. That the appointment of Georgiana May to the Falcon Heights Environment Commission is approved and adopted by the City Council of the City of Falcon Heights.

ADOPTED by the Falcon Heights City Council this 14th day of May, 2025.

Moved by:

Meyer

Approved by:


Randall C. Gustafson
Mayor

GUSTAFSON

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In Favor

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Against

MEYER

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Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G11
Attachment	Application and Resolution 25-41
Submitted By	Kelly Nelson, Administrative Services Director / Deputy Clerk

Item	Appointment of Jerry Buckridge to the Parks and Recreation Commission
Description	City staff and the current chairperson of the Parks and Recreation Commission interviewed Jerry Buckridge for the Parks and Recreation Commission. Jerry Buckridge is a Falcon Heights resident and brings previous experience as a former zoo operations manager in designing facilities, fundraising and event-planning.
Budget Impact	N/A
Attachment(s)	• Commission Application • Resolution 25-41 Appointment of Jerry Buckridge to the Parks and Recreation Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Jerry Buckridge to the Parks and Recreation Commission.

To: FH Mail <mail@falconheights.org>

Subject: *NEW SUBMISSION* City Commission Application

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

City Commission Application

Submission #: 3849080

IP Address: 73.65.69.10

Submission Date: 03/10/2025 5:41

Survey Time: 20 minutes, 40 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

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

Date and Time

03/10/2025 05:21 PM

Full Name

Jerry Buckridge

Full Address

1666 Coffman St

#131

Falcon Heights, MN 55108

United States

Phone

REDACTED

Additional Phone

Email

[REDACTED](#)

How Long At Above Address?

8 years

In Which Capacity Would You Like to Serve?

Parks and recreation Commision

What is the Reason You Would Like to Serve?

I find that in my retirement I still feel the need to contribute to society. I have always had an interest in developing large public spaces. In my work life I helped design and developed 2 different zoos. I would like to offer my experience.

List Prior (Previous) Public Service

As an operations manager for the Gladys Porter Zoo in Brownsville Texas I was asked to serve on the board of directors for Sea Turtle Inc. During my tenure on that board I was instrumental in helping both with the design of their new facility and the associated fund raising. I also assisted the City Council of Brownsville Texas with the acquisition of electric vehicles that were surplus from the Olympics in Atlanta many years ago.

Other Relevant Background (Other Comments)

I have spent the last 8 years serving on the board of directors for the condominium that we live in. I have arranged for much of the maintenance and capitol improvements.

Thank you,

Falcon Heights, MN

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

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

May 14, 2025

No. 25-41

**RESOLUTION APPOINTING JERRY BUCKRIDGE TO THE PARKS AND RECREATION
COMMISSION**

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

WHEREAS, City Staff and the Commission Chair have interviewed Jerry Buckridge and recommend appointment to the Falcon Heights Parks and Recreation Commission

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

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

ADOPTED by the Falcon Heights City Council this 14th day of May, 2025.

Moved by:

Meyer

Approved by:


Randall C. Gustafson
Mayor

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Against

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G12
Attachment	Resignation; Resolution 25-42
Submitted By	Elke Johnson, Administrative and Communications Coordinator

Item	Resignation of Rebecca Leighton from the Community Engagement Commission
Description	Rebecca Leighton was appointed to the Community Engagement Commission in March of 2024 and has been a great addition. Her family recently welcomed their first baby, and she wants to prioritize time with family during this stage. Staff wants to thank Rebecca for her time and efforts and wishes her well with the new baby, and future endeavors.
Budget Impact	N/A
Attachment(s)	• Resignation • Resolution 25-42 Resignation of Rebecca Leighton from Community Engagement Commission
Action(s) Requested	Staff recommends approval of attached resolution, accepting the resignation of Rebecca Leighton from the Community Engagement Commission.

From: [Rebecca Leighton](#)
To: [Elke Johnson](#)
Subject: Re: CEC Meeting April 21, 2025
Date: Monday, April 21, 2025 4:11:39 PM

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

Hi Elke,

Thanks for sending the agenda and I'm sorry for missing the last meeting with the parks commission.

I was really hoping I could manage my role on the commission after having Olive but unfortunately I will need to step down. Things feel a bit too hectic right now and more so once I go back to work. Evenings fill up fast and I should prioritize time with my family during this stage.

I was planning to join tonight and am trying to time things with the baby's schedule. Would it be okay if I stopped by the beginning of the meeting with Olive to say hi to everyone? (If all things work out and we can make it out the door on time). If not I totally understand!

Rebecca Leighton, MPH, RD, LD

On Fri, Apr 18, 2025 at 3:50 PM Elke Johnson <elke.johnson@falconheights.org> wrote:

Hello!

Please see attached the agenda packet for our upcoming meeting on Monday, April 21 at 6:30 PM. Please let me know if you have any changes, or if you cannot make it. Have a great weekend!

Thanks!

Elke Johnson

Administrative & Communications Coordinator

[City of Falcon Heights](#)

[2077 West Larpenteur Avenue](#)

[Falcon Heights, MN 55113](#)

Office 651-792-7621

"The City that Soars"

"Families, Fields and Fair"

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14 2025

No. 25-42

**RESOLUTION ACCEPTING THE RESIGNATION OF REBECCA LEIGHTON FROM
THE FALCON HEIGHTS COMMUNITY ENGAGEMENT COMMISSION**

WHEREAS, the City appointed Rebecca Leighton as a member of the City of Falcon Heights Community Engagement Commission in March, 2024; and

WHEREAS, Rebecca Leighton communicated her intent to resign her duties from the Community Engagement Commission effective immediately;

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

1. That the resignation is accepted by the City Council of the City of Falcon Heights.

Moved by:

Meyer

Approved by:


Randall C. Gustafson

Mayor

GUSTAFSON

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In Favor

MEYER

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Against

LEEHY

WASSENBERG

MIELKE

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	Consent G13
Attachment	Elected Official Out-of-State Travel Policy; City's Travel Policy; Travel Request; Resolution
Submitted By	Jack Linehan, City Administrator

Item	Approval of Out-of-State Travel Request of Elected Official
Description	<u>Background:</u> In 2005, the Minnesota State Legislature passed a requirement that cities adopt a policy that regulates out-of-state travel by elected officials. The Falcon Heights City Council adopted the attached policy on November 9, 2005. One provision of the statute is that the policy be reviewed annually by the City Council, which was most recently done on January 8, 2025. The Elected Official Out-of-State Travel Policy sets forth conditions under which out-of-state travel will be reimbursed by the City. <u>General Guidelines:</u> Must be approved in advance by the City Council, passed by resolution detailing exactly what is being approved and include an estimated cost of the travel. And, it must also NOT be affiliated with political parties. The City may pay in advance for airfare, lodging and registration if specifically approved by the council. Otherwise, payments will be made as reimbursements to the elected official. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations, and guidelines in the City's Travel Policy. As the only recent precedent, in 2018, City Council approved out-of-state travel for two councilmembers and the City Administrator to the Kettering Foundation. At that time, there were funds in the budget to cover education/conferences and the Kettering Foundation paid for the hotel, flight and transportation. One member of the council expressed interest in attending an upcoming out-of-state conference. Council took this as an opportunity to discuss policies and procedures related to out-of-state conference travel at the Council Workshop Meeting on May 7, where they showed support for the councilmember attending. The Council must now approve the request through resolution per the Elected Official Out-of-State Travel Policy, with the following requests for reimbursement to consider:

	Councilmember Mielke is requesting reimbursement totaling \$1,014 for the following fees associated with attending the Strong Towns National Gathering in Providence, R.I., from June 9 through June 11, 2025: • Conference Registration fees of \$425 • Hotel stay from June 9-10, 2025 in the amount of \$400 • Travel Reimbursement of \$189 (determined by using the mileage reimbursement rate that would have been paid had Councilmember Mielke attended the League of Minnesota Cities conference in Duluth, Minnesota.
Budget Impact	Estimated \$1,000. Funds for council training and professional development are budgeted.
Attachment(s)	• Elected Official Out-of-State Travel policy • City's Travel Policy • Travel Request • Resolution 25-43
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the attached resolution and authorize the out-of-state travel request for Councilmember Mielke.

City of Falcon Heights

ELECTED OFFICIAL OUT-OF-STATE TRAVEL POLICY

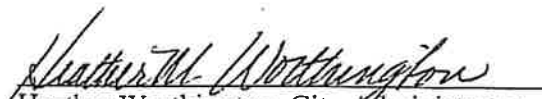
Purpose: The City of Falcon Heights recognizes that its elected official may at times receive value from traveling out of the state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

General Guidelines:

1. The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel, and the use of a resolution detailing what exactly is being approved.
2. No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
3. The city may make payments in advance for airfare, lodging and registration if specifically approved by the council. Otherwise all payments will be made as reimbursements to the elected official.
4. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations and guidelines outlined in the city's Travel Policy.

Adopted November 9, 2005


Susan L. Gehrz, Mayor


Heather Worthington, City Administrator

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

TRAVEL

POLICY

APPROVAL AND ADVANCES

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

ALLOWABLE EXPENSES

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

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

EMPLOYEE EXPENSE REPORTS

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

USE OF VEHICLES

POLICY

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

Councilmember Mielke would like to attend the Strong Towns National Gathering in Providence, R.I., June 9 to 11. She requests applying the costs for attending League of MN State Annual Conference in Duluth (\$1,000) to attend this event instead. She will personally cover the cost difference.

Strong Towns Conference topics of interest:

- Strong Towns 101
- Building Strong Towns as an Elected Official
- Taking Problem Intersections from Quick Build to Permanent Transformation
- Building Support for Housing in Inner Ring Suburbs
- How a Block Party Can Change the World

Estimated costs for attending League Conference:

Registration: \$425

Hotel: \$400

Mileage: \$189

Registration to the Strong Towns National Gathering is \$350, flights are \$250-\$500, and hotels in downtown Providence, RI vary from \$150-\$200 per night.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-43

**A RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL FOR
COUNCILMEMBER MIELKE**

WHEREAS, the Minnesota State Legislature passed a requirement in 2005 that cities adopt a policy that regulates out-of-state travel by elected officials, which the City Council passed on November 9, 2025;

WHEREAS, a provision of the statute is that the policy must be reviewed annually by the City Council and was most recently done on January 8, 2025;

WHEREAS, general guidelines of The Elected Official Out-of-State Travel Policy states that travel must be approved in advance by the City Council, passed by resolution detailing exactly what is being approved, and include an estimated cost of travel.

WHEREAS, Councilmember Mielke is requesting reimbursement totaling \$1,014 for the following fees associated with attending the Strong Towns National Gathering in Providence, R.I., from June 9 through June 11, 2025:

- Conference Registration fees of \$425
- Hotel stay from June 9-10, 2025 in the amount of \$400
- Travel Reimbursement of \$189 (determined by using the mileage reimbursement rate that would have been paid had Councilmember Mielke attended the League of Minnesota Cities conference in Duluth, Minnesota.

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

1. That the out-of-state travel of Councilmember Mielke is approved and adopted by the City Council of the City of Falcon Heights.
-

Moved by: Meyer

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MEYER
WASSENBERG
MIELKE

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In Favor
Against

Approved by:


Randall Gustafson
Mayor

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G14
Attachment	Application and Resolution 25-44
Submitted By	Kelly Nelson, Administrative Services Director / Deputy Clerk

Item	Appointment of Joseph Morseth to the Parks and Recreation Commission
Description	City staff and the current chairperson of the Parks and Recreation Commission interviewed Joseph Morseth for the Parks and Recreation Commission. Joseph Morseth is a Falcon Heights resident and brings previous experience as a former youth soccer coach in Gunnison, CO and he has a BA in Recreation & Outdoor Education.
Budget Impact	N/A
Attachment(s)	• Commission Application • Resolution 25-44 Appointment of Joseph Morseth to the Parks and Recreation Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Joseph Morseth to the Parks and Recreation Commission.

From: [Falcon Heights, MN](#)
To: [FH Mail](#)
Subject: *NEW SUBMISSION* City Commission Application
Date: Wednesday, January 15, 2025 9:37:28 AM

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

City Commission Application

Submission #: 3730267
IP Address: 69.178.223.54
Submission Date: 01/15/2025 9:37
Survey Time: 8 minutes, 47 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

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

Date and Time

01/15/2025 12:00 AM

Full Name

Joseph Morseth

Full Address

1758 Albert St. N
Falcon Heights, MN 55113
U

Phone

REDACTED

Additional Phone

Email

REDACTED

How Long At Above Address?

1.5 years

In Which Capacity Would You Like to Serve?

Planning and / or Parks and Rec.

What is the Reason You Would Like to Serve?

Serve the community in which I reside, add value via education and work experience, stay informed.

List Prior (Previous) Public Service

Nothing outside of coaching youth soccer for the City of Gunnison, CO from 2004-2006.

Other Relevant Background (Other Comments)

BA in Recreation & Outdoor Education

Thank you,

Falcon Heights, MN

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

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-44

**RESOLUTION APPOINTING JOSEPH MORSETH TO THE PARKS AND RECREATION
COMMISSION**

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

WHEREAS, City Staff and the Commission Chair have interviewed Joseph Morseth and recommend appointment to the Falcon Heights Parks and Recreation Commission

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

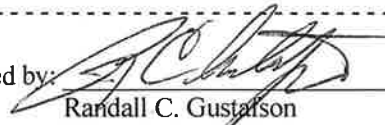
1. That the appointment of Joseph Morseth to the Falcon Heights Parks and Recreation Commission is approved and adopted by the City Council of the City of Falcon Heights.

ADOPTED by the Falcon Heights City Council this 14th day of May, 2025.

Moved by:

Meyer

Approved by:


Randall C. Gustafson
Mayor

GUSTAFSON

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In Favor

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MEYER

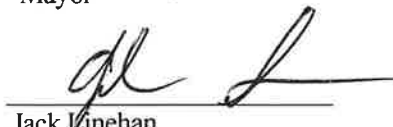
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Against

WASSENBERG

MIELKE

Attested by:


Jack Linehan
City Administrator

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ITEM FOR DISCUSSION

Meeting Date	May 14, 2025
Agenda Item	Consent G15
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Close Debt Service Fund 316 – 2017 G.O. Improvement Bond												
Description	The debt service fund 316 2017 G.O. Improvement Bonds can be closed. It has received all tax revenue and assessments. All debt principal and interest has been paid. There is an excess fund balance that can be transferred out to another fund. Projecting future tax revenues and assessment payments for the 2021 G.O Improvement Bond Fund 313 it is estimated that there will be a small deficit in the fund when the final principal and interest payments are made on February 1, 2027. There currently is an outstanding principal of \$270,000 and interest of \$8,100 after the February 1, 2025 payments. Payments in 2026 and 2027 are still to be made. There is a balance of approximately \$67,000 still in the 2017 G.O. Improvement fund 316 debt service fund. This balance can be transferred to another debt service fund. Staff recommends transferring this excess fund balance to the 2021 G.O. Improvement fund 313 debt service fund. Staff also recommends the effective date to be April 30, 2025 so the fund can be closed out as of April 30, 2025. This effectively improves our financial statements when our financial records are reviewed by future bond purchasers. Staff recommends transferring the funds and amending the associated budgets for these funds. <table><tr><td><u>Fund 316:</u></td><td>dr.</td><td>cr.</td></tr><tr><td>316-4316-97000</td><td>70,000</td><td></td></tr><tr><td><u>Fund 313:</u></td><td></td><td></td></tr><tr><td>313-000-39200</td><td></td><td>70,000</td></tr></table>	<u>Fund 316:</u>	dr.	cr.	316-4316-97000	70,000		<u>Fund 313:</u>			313-000-39200		70,000
<u>Fund 316:</u>	dr.	cr.											
316-4316-97000	70,000												
<u>Fund 313:</u>													
313-000-39200		70,000											

Budget Impact	Close out the 2017 G.O. Improvement Bond Series Debt Service Fund 316 and transfer remaining funds to the 2021 G.O. Improvements Bond Fund 313.
Attachment(s)	N/A
Action(s) Requested	Staff recommends closing the 2017 G.O. Improvement Debt Service Fund 316 and transferring the balance to the 2021 G.O. Improvement Debt Service Fund 313 as of April 30, 2025.

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Consent G16
Attachment	See below.
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Approval of Metropolitan Livable Communities Act Grant Agreement Amendment for Amber Union
Description	In 2020 a grant was awarded to Amber Union via Falcon Heights from the Metropolitan Council. This Tax Base Revitalization Account grant, in the amount of \$962,200.00, was issued in the form of a loan to Buhl for the cleanup of polluted land on the Amber Union site. The repayment of the loan for the Buhl grant is as follows: <i>The entire principal balance of this Note is due and payable on the earlier of: (a) February 1, 2063, (b) upon the sale of fee title to any portion of the Property identified in the Loan Agreement without the Holder's prior consent, or (c) upon the Borrower's default under the Loan Agreement or Mortgage, subject to all applicable notice and cure periods. The Borrower may prepay the Loan, in whole or in part, on any date, subject to the terms provided in the Note.</i> In August 2024, the Community Development Committee updated its guidance regarding grants deployed as loans. As a result, the Metropolitan Council is requesting amendments to previous grant agreements to align with the updated guidance. The key updates include: • Use of Loan Repayments: Grantees who receive future repayments from loans made with LCA grants are authorized to either reinvest these funds to extend the affordability commitment of the original project or use them to advance their affordable and life-cycle housing goals in alignment with regional housing policy. • Reporting Requirement: Grantees must provide an annual informational report to the Council detailing the receipt and redeployment of repaid loan principal and interest. This report should outline how the funds will be used to support regional affordable and life-cycle housing goals and must be submitted annually as part of the Housing Policy and Production Survey conducted by the Council. • Non-Reinvestment of Funds: If repaid grant funds are not reinvested for one of the approved purposes, they must be returned to the Metropolitan Council for redeployment through new LCA grant

	awards, in accordance with the original grant agreement. If a grantee determines that funds will not be reinvested, they should notify the Grants Administration Team promptly. If the City receives funds under the loan in the near future under the revised Metropolitan Council policies, the City could use the funds by reinvesting to extend the affordability commitment of the Buhl project or use for other affordability goals. If not used for the foregoing, the funds need to be paid back to the Metropolitan Council. Should the City receive any payments from Buhl under the loan, Staff would discuss with the Metropolitan Council the use proposed by the City for affordability purposes to confirm that such use will meet the new policy or any changes to their policies. As the policy has changed, the Metropolitan Council is requesting a signature for the amended grant agreement as attached.
Budget Impact	N/ A
Attachment(s)	• Community Development Committee Report – Clarify Policy for Metropolitan Livable Communities Fund Grants Deployed as Loans • Falcon Heights LCA Amendment - Metropolitan Livable Communities Act Agreement Permitting Redeployment of Repayment Proceeds for Grant Funds as Loan Proceeds
Action(s) Requested	Staff recommends approval of attached amendment to the Metropolitan Livable Communities Act Agreement Permitting Redeployment of Repayment Proceeds for Grant Funds as Loan Proceeds

Committee Report

Community Development Committee



Committee Meeting Date: August 5, 2024

For the Metropolitan Council: August 14, 2024

Business Item: 2024-210

Clarify policy for Metropolitan Livable Communities Fund grants deployed as loans.

Proposed Action

That the Council authorize Livable Communities Act (LCA) grantees with closed grants that were deployed as loans to use any future loan repayments to continue to support the original project, or to support other projects that will help the grantee (or the participating municipality within which the project is located) meet its affordable and life-cycle housing goals.

Further, the Council directs staff to bring back the topic of structuring awards as grants or loans as a topic for further exploration by the Community Development Committee.

Summary of Community Development Committee Discussion/Questions

Committee members asked clarifying questions about the proposed action, and requested information about the volume and quantity of LCA grant awards that have been deployed as loans. Staff will send this information as a follow-up. Committee members discussed whether there would be value in offering awards as loans rather than grants. Staff confirmed that there will be an opportunity to explore and analyze this option for future awards as part of the LCA Program Update process that is currently underway.

CM Johnson proposed an amendment to the action, to adopt the proposed action for existing grants while also memorializing a commitment to discuss the structure of awards as grants or loans in the future.

The motion on the amendment passed unanimously.

Then, the motion on the proposed action as amended also passed unanimously.

Business Item

Community Development Committee



Committee Meeting Date: August 5, 2024

For the Metropolitan Council: August 14, 2024

Business Item: 2024-210

Clarify policy for Metropolitan Livable Communities Fund grants deployed as loans

District(s), Member(s): All

Policy/Legal Reference: MN Statutes sections 473.25 – 473.254

Staff Prepared/Presented: Sarah Berke, Senior Manager, Housing and Livable Communities
(651-602-1198)

Division/Department: Community Development

Proposed Action

That the Council authorize Livable Communities Act (LCA) grantees with closed grants that were deployed as loans to use any future loan repayments to continue to support the original project, or to support other projects that will help the grantee (or the participating municipality within which the project is located) meet its affordable and life-cycle housing goals.

Background

LCA grant funds for development projects may be deployed as loans to eligible projects by the cities or development authorities who are LCA grantees. Grantees choose to deploy grant funds as loans to increase the eligible basis for a tax credit program, such as the Low-Income Housing Tax Credit. These loans are typically deferred, with a balloon payment and long terms that match the other financing in the project, ranging from 15-40 years, or beyond. Loans are made by the LCA grantee to the development team; the Council is not a direct party to the loans.

The Council's standard LCA grant agreement language requires grantees to request the Council's approval for reinvesting any loan proceeds into the project to support the original grant goals, such as to extend the term of affordability restriction. Council staff approve these requests administratively. If not reused for the original purpose, the grantee is required by the terms of many existing LCA grant agreements to repay any loan principal or interest proceeds to the Council. Most recently, in 2010 (Business Item 2010-12), the Council updated its policies to guide the current practice.

However, grant agreements used between 1999 and 2009 for certain LCA programs allowed grantees a third option: to use any repaid loan funds to implement similar eligible projects that will help the grantee meet its affordable and life-cycle housing goals and implement the purposes of the Livable Communities Act.

Staff have received requests from cities to redeploy funds from repaid loans for a variety of projects and programs that are consistent with the goals of the LCA to address affordable and life-cycle housing goals. Because of the varying practices over the years and across programs, there is clear authority in grant agreements to approve these requests for some, but not all, past LCA grants.

Rationale

In the situations that are relevant for this updated policy, the purpose for the grant and the originally-funded project are complete, and the original grant agreement has been closed, typically at least 10 years prior. The Council is not a party to any loan agreements that our grantees enter into with the project owners. Staff therefore proposes that the Council simplify the process for grantees to manage repaid loan proceeds.

To implement this authority, all past LCA grantees with grants deployed as loans would be required to sign a simple agreement, including the following provisions:

- After the close of the grant period, grantees who receive future repayments from loans made with LCA grants will be authorized to either reinvest these funds to extend the affordability commitment of the original project, or to use the funds to advance their affordable and life-cycle housing goals, consistent with regional housing policy.
- Grantees will be asked to provide an informational report to the Council, at the time that they receive and redeploy any repaid loan principal and interest, sharing their plans for using the funds to advance regional affordable and life-cycle housing goals. This may be submitted in the form of a response to the Housing Policy and Production Survey that the Council conducts annually.
- Grantees will acknowledge that if they do not invest repaid grant funds for one of these purposes, the funds should be repaid to the Met Council to be redeployed for new LCA grant awards, per the original grant agreement terms.
- The new agreement will supersede any conflicting provisions of their prior grant agreement(s), including any annual reporting requirements that extend beyond the termination of the original grant agreement.

This action seeks authority to make this change for all current and future LCA grantees whose awards have already been successfully completed, and closed, consistent with the terms of the original project grant.



**METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS**

GRANTEE: CITY OF FALCON HEIGHTS

THIS AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR GRANT FUNDS AS LOAN PROCEEDS (“Redeployment Proceeds Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County, or Development Authority identified above as “Grantee.”

WHEREAS, the Grantee has previously received grant program funds for the Livable Communities Demonstration Account, Tax Base Revitalization Account, and/or the Local Housing Incentives Account grant programs (“Grant Funds”) and has used the Grant Funds made available under the agreements identified on Exhibit A to help fund the projects identified in the agreements (the “Prior Grant Agreements”), which are subject to any terms, conditions, and clarifications stated in the Prior Grant Agreements’ Council business items; and

WHEREAS, the Council, pursuant to Business Item 2024-210 had recently clarified its policy that all Metropolitan Livable Communities Fund grants, including the Prior Grant Agreements, deployed as loans to permit recipients such as Grantee to use the loan proceeds to either:

- (1) repay any loan principal or interest proceeds to the Council;
- (2) reinvest loan proceeds to extend the affordability commitment in the Project; or
- (3) use the loan proceeds to advance its affordable and life-cycle housing goals

regardless of whether the Prior Grant Agreements expressly permitted such repayment, reinvestment, or use.

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

1. Notwithstanding any language in the Prior Grant Agreements to the contrary or absence of any language with respect to the same, the Parties expressly agree and acknowledge that as an alternative to repaying any loan principal or interest proceeds (“Repaid Grant Funds”) to the Council, the Grantee may either reinvest the loan proceeds to extend the affordability of the Project or use loan proceeds to advance its other affordable and life-cycle housing goals (“Redeployment of Repaid Grant Funds”).
2. The Parties expressly agree that, if the Grantee pursues Redeployment of Repaid Grant Funds, the Grantee shall report the Redeployment of Repaid Grant Funds to the Council in its next annual Housing Policy and Production Survey.
3. Upon the Council’s review of any Redeployment of Repaid Grant Funds identified in the Grantee’s Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of

**METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS**

Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

4. The Parties agree that the provisions of Paragraphs 1 through 3 shall be deemed to be included as if fully stated and set forth in the Prior Grant Agreements and have the full force and effect as if set forth therein.
5. This Agreement may be executed in multiple counterparts, all of which when taken together shall comprise one (1) document. Delivery of an executed counterpart of a signature page of this Agreement by DocuSign (or similar electronic signature application), facsimile transmission or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

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

This space intentionally left blank. Signature page follows.

**METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS**

CITY OF FALCON HEIGHTS

By: [Signature]

Title: Mayor

Date: 5/14/2025

By: [Signature]

Title: City Administrator

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

**METROPOLITAN LIVABLE COMMUNITIES ACT
AGREEMENT PERMITTING REDEPLOYMENT OF REPAYMENT PROCEEDS FOR
GRANT FUNDS AS LOAN PROCEEDS**

**Exhibit A
Prior Grant Agreements**

Grant Number	Project Name	Program Area	Funding Year
SG-14966	Amber Union	TBRA Cleanup	2020

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REQUEST FOR ACTION

Meeting Date	May 14, 2025
Agenda Item	Policy H1
Attachment	Contract; Resolution
Submitted By	Jack Linehan, City Administrator

Item	Approval of ParkMobile Contract
Description	<u>Background</u> At the April 2, 2025 City Council workshop, the Council directed staff and a subgroup of the State Fair Task Force (SFTF) to develop implementation recommendations for a pay-by-mobile parking system. Based on the subgroup's findings, the SFTF met on April 16 and unanimously approved several recommendations, including pricing, permit distribution, and neighborhood designation for resident-only parking. The City Council reviewed these proposals at the May 7th workshop, and directed approval consideration at the May 14th regular meeting. To support these recommendations, staff negotiated the enclosed service agreement with ParkMobile, LLC to serve as the vendor for mobile parking payment services. This contract enables Falcon Heights to launch an app-based payment system in designated areas during the Minnesota State Fair, which could be expanded to other major events in future years. <u>Key Contract Terms</u> • One-Year Initial Term: At the City's request, the contract was reduced from a standard three-year initial term to a one-year term, providing the City flexibility to evaluate the program before long-term commitment. In the event the City wants to move on after year one, the contract could be cancelled prior to 60 days from the end of the first year. • Fees: There are no upfront costs or fixed costs. ParkMobile will collect 15% of revenues from each transaction as a fee. ParkMobile will also be the merchant of record and collect \$0.20 + 3% per transaction. For \$25, this comes out to \$4.70 per transaction. The City will receive the net proceeds monthly. • Indemnification and Data Security: Section 9.1 of the agreement was added during negotiations to explicitly protect the City from liability in the event of a data breach or unauthorized disclosure involving ParkMobile user data. This provision includes mutual indemnification for data security violations.

	<u>Next Steps</u> Once approved, staff will work with ParkMobile to begin setup of the program, order signage, and begin training on software.
Budget Impact	None. All implementation, hosting, and support fees are waived. The City will receive parking revenue net of ParkMobile's processing fees.
Attachment(s)	• Contract with ParkMobile • Resolution 25-45
Action(s) Requested	Staff recommends City Council authorizes approval of the ParkMobile contract to support the 2025 pay-by-mobile parking program.

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of Falcon Heights, a Minnesota municipality, with offices at 2077 Larpenteur Ave W, Falcon Heights, MN 55113 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	City of Falcon Heights	Legal Name:	Parkmobile, LLC
Contact:		Sales Rep:	Rob Stephens
Email:		Email:	Rob.Stephens@parkmobile.io
Phone:		Phone:	531-229-6942
Address:		Address:	
	City of Falcon Heights 2077 Larpenteur Ave W Falcon Heights, MN 55113		Parkmobile, LLC 1100 Spring St. NW Ste 200 Atlanta, GA 30309
		For legal notices:	
			with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io .

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand, Reservations
Initial Term	1 years beginning on the Effective Date
Renewal	This Agreement will automatically renew for additional successive two (2) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service. ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.

Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All client locations
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Minnesota
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED
Promotional Codes	\$250.00 / month

USER FEES		
On-Demand User Fee	\$0.40	per transaction
On-Demand Event User Fee	15%	per transaction
Reservation User Fee	15%	of parking fee
"No-Charge" Reservation Service Fee	\$1.00	per no-charge reservation

The parties have executed this Agreement as of the Effective Date.

CITY OF FALCON HEIGHTS

By: _____

Name: _____

Title: _____

Date: _____

Jack Linchen
Jack Linchen
City Administrator
5/14/25

PARKMOBILE, LLC

By: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS**

1. SERVICES

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Exclusivity.** Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.

- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the

Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to

support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("**Representatives**") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

5.3 Records Access. ParkMobile shall provide Client access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for six (6) years after final payment and other pending matters related to this Agreement are closed. The six (6) year retention period shall be extended for additional periods if required for Client compliance with state or federal auditing or data practices requirements.

5.4 Data Practices. ParkMobile must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Client pursuant to this Agreement, and (2) all data created, collected, received, stored, used, maintained, or disseminated by ParkMobile pursuant to this Agreement. ParkMobile is subject to all provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event ParkMobile receives a formal request to release data pursuant to the Minnesota Government Data Practices Act, ParkMobile will immediately notify Client. Client will give ParkMobile instructions concerning the release of data to the requesting party before the data is released. ParkMobile

agrees to defend, indemnify, and hold Client, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from ParkMobile's officers', agents', owners', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation and termination of this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by

implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile \$0.20 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Reserved.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 Fee Increases. Beginning on the first anniversary of the Effective Date and continuing annually thereafter on a compounding basis, fees shall increase by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12-month period, whichever is greater. Based on this criteria, fees shall then round up to the nearest two (2) decimal places. This change will take effect without prior notice to Client.

7.7 Limited Payment Agent. Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is

required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") (i) to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement or (ii) from and against any and all Losses incurred resulting from any Third-Party Claim arising out of the unlawful or unauthorized disclosure, access, use or breach of ParkMobile User Data in violation of this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 Reserved.

9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's

use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. INSURANCE

11.1. ParkMobile, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

General Liability. ParkMobile agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. Client shall be endorsed as additional insured.

Automobile Liability. If ParkMobile operates a motor vehicle in performing the Services under this Agreement, ParkMobile shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

11.2. **Workers' Compensation.** ParkMobile agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. ParkMobile shall also carry employers liability coverage with minimum limits as follows:

11.3. \$500,000 – Bodily Injury by Accident

11.4.

11.5. ParkMobile shall, prior to commencing the Services, deliver to the Client a Certificate of Insurance as evidence that the above coverages are in full force and effect.

11.6. The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

11.7. All insurance shall be provided on an occurrence basis and not on a claims-made basis, except other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the Client.

11.8. All insurance limits of any policy in excess of the minimum limits shall be available to the Client.

11.9. All policies, shall be endorsed with a waiver of subrogation in favor of the Client, including its elected and appointed officials, employees, and agents for losses arising from activities under this Agreement.

11.10. ParkMobile's policies shall be the primary insurance to any other valid and collectible insurance available to the Client with respect to any claim arising out of ParkMobile's performance under this Agreement.

11.11. ParkMobile'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 Client, or ten (10) days' written notice for nonpayment of premium.

11.12. ParkMobile 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 Client.

11.13. Failure to maintain required insurance coverage may result in suspension of work or termination of this Agreement. Please review these requirements with your insurance agent or broker for assurance that the mandatory types and limits of insurance coverages are in place.

11.14. Client's failure to approve or disapprove ParkMobile's policies or certificates shall not relieve ParkMobile, of full responsibility to maintain the required insurance.

11.15. All insurance policies must be open to inspection by the Client, and copies of policies must be submitted to the Client's authorized representative upon written request.

11.16. If the coverage period shown on ParkMobile's current certificate(s) of insurance ends during the duration of this Agreement, ParkMobile must, prior to the end of the coverage period, obtain a new certificate of insurance showing that coverage is in effect.

11.17. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of ParkMobile, under this Agreement.

11.18. ParkMobile's insurance shall not limit its indemnification obligation to the Client under this Agreement.

12. GENERAL TERMS

12.1 Assignment. Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without the other party's prior written consent. No assignment, delegation, or transfer by one party will relieve the other party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or

unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Minnesota, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes,

storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the

circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

SCHEDULE 2: SERVICES ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

RESERVATION PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for reservation parking using the ParkMobile Application ("Reservation Parking").

For each Parking Location that the parties agree to on-board for Reservation Parking Services, ParkMobile shall make the Parking Location's parking inventory available for sale through the ParkMobile Application and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the parking inventory shall be specified by Client and may be altered by Client at any time for unreserved parking inventory.

Responsibilities of Client.

In order for ParkMobile to provide Reservation Parking Services, Client shall maintain an agreed upon number of parking spaces or transportation services at the Parking Location which shall be maintained at all times unless ParkMobile is notified otherwise in writing by Client.

If access to the Parking Location is denied for any reason other than a ParkMobile User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable parking fee and authorizes ParkMobile to refund the entire Parking Fee to the ParkMobile User. If access to the Parking Location is denied because of a ParkMobile User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the ParkMobile User.

Client shall promote and market the Services through mutually agreed upon methods which shall include:

- a persistent, prominent "call to action" link/button on the parking and/or transportation pages of the Parking Location website(s) that directs users to the Client-branded website created by ParkMobile (e.g. a "Reserve Parking Now" button);
- Embedded content on the parking and/or transportation pages of the Parking Location website(s) describing why and how to reserve parking through ParkMobile (e.g. FAQs, videos, etc.), such content to be provided by ParkMobile; and
- mentions in emails promoting the Parking Location, including "know before you go" emails, all of which shall include a "call to action" to reserve event parking and link to the Client-branded website created by ParkMobile.

Client agrees to use commercially reasonable efforts to obtain for ParkMobile a license to use photo and video assets of the Parking Location (where Client is not the Parking Location owner) and any tenants of a Parking Location in connection with ParkMobile's marketing of the Services as available at such Parking Location.

**SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM**

This form authorizes ParkMobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form once it has been verified by ParkMobile, LLC via telephone call, otherwise a check will be issued to the address on file. It is the responsibility of the client to notify ParkMobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
VERIFICATION CALL BACK CONTACT PERSON:
VERIFICATION TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This authorizes ParkMobile, LLC to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to the account indicated above and to other accounts specified by Client in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-45

**A RESOLUTION AUTHORIZING A CONTRACT WITH PARKMOBILE, LLC FOR
PAY-BY-MOBILE PARKING SERVICES**

WHEREAS, the City Council of the City of Falcon Heights seeks to implement a pay-by-mobile parking system to improve parking management during high-demand events such as the Minnesota State Fair; and

WHEREAS, the City Council directed a subgroup of the State Fair Task Force (SFTF) to develop implementation recommendations for such a program, and those recommendations were unanimously approved by the SFTF at its April 16, 2025 meeting; and

WHEREAS, to support implementation of the program, City staff negotiated a contract with ParkMobile, LLC to serve as the vendor for electronic parking payment services; and

WHEREAS, the negotiated contract includes key provisions such as a one-year initial term, the City retaining the right to terminate the contract with 60 days' notice, and the inclusion of Section 9.1 to protect the City from liability in the event of a data breach or unauthorized disclosure of ParkMobile user data; and

WHEREAS, the City Council reviewed the proposed contract at its May 7, 2025 workshop meeting and directed that approval be considered at the May 14, 2025 regular meeting;

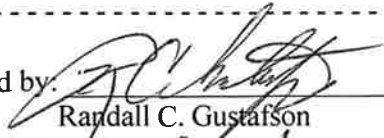
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FALCON HEIGHTS, MINNESOTA:

- The City Council hereby authorizes the City Administrator to enter into a service agreement with ParkMobile, LLC, in substantially the form presented, for the purpose of implementing a pay-by-mobile parking system within the City of Falcon Heights.

Moved by:

Wassenberg

Approved by:


Randall C. Gustafson
Mayor

GUSTAFSON
LEEHY
MEYER

5

In Favor

0

Against

Attested by:


Jack Linehan
City Administrator

MIELKE
WASSENBERG

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2025
Agenda Item	Policy H2
Attachment	Proposed Schedule, Ordinance
Submitted By	Jack Linehan, City Administrator

Item	2025 City Fee Schedule Ordinance
Description	The City Council reviews the fee schedule annually for any adjustments. In 2022, the City moved from a fee schedule resolution to a fee schedule ordinance at the advice of the City Attorney. Included in the proposed fee schedule is the additional of paid parking zones, to be set at \$25.00. Additionally, it was clarified that the cost for lost passes is \$5.00 to cover the costs of a replacement hang tag. Some fee increases require a public hearing under state statute. Our parking program fees do not.
Budget Impact	N/A
Attachment(s)	• Ordinance 25-02 Amending Fee Schedule • Proposed 2025 City Fee Schedule

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 25-02

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR THE CITY OF
FALCON HEIGHTS RELATIVE TO THE 2025 CITY FEE SCHEDULE**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1. The City of Falcon Heights Fee Schedule attached hereto as Exhibit A and incorporated herein by reference is hereby adopted. The 2025 schedule includes the addition of paid parking zones at \$25.00 and clarifies the cost for lost parking passes as \$5.00, among other adjustments.

SECTION 2. This ordinance shall be effective upon passage.

ADOPTED this 14th day of May 2025, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY:


Randall C. Gustafson, Mayor

ATTEST:


Jack Linehan, City Administrator

CITY OF FALCON HEIGHTS
Proposed 2025 Fee Schedule

A. LICENSES

1. Business Licenses

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

2. Liquor Licenses

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

3. Other Licenses

<u>Item</u>	<u>Fee</u>
Amusement machines (per machine)	\$ 30.00
Tobacco	\$ 250.00
Contractor licenses	\$ 35.00
Peddlers and solicitors	
(For profit)	\$ 25.00 per individual
(Charitable)	Free, but license still required
Pedicab	\$50.00 per pedicab
	\$25.00 per driver
Refuse Haulers	\$ 100.00
Low-Density Rental License	\$ 50.00/per unit
High-Density Multifamily Rental License	
5-19 units per building	\$ 150.00
20-49 units per building	\$ 200.00
50-99 units per building	\$ 250.00
100+ units per building	\$ 300.00
Re-inspection	
(due to initial recheck failure or a no-show)	\$ 100.00 per occurrence
Cannabis and Hemp Business Registration	
(Initial)	\$ 500.00
(Renewal)	\$ 1000.00

B. PERMITS

1. Building permit fees:

Total Valuation	Fee
\$1.00 - \$500.00	\$29.50
\$501.00 - \$2,000.00	\$28.00 for first \$500, \$3.70/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$83.50 for first \$2000, \$16.55/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$464.15 for first \$25,000, \$12.00/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$764.15 for first \$50,000, \$8.45/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,186.65 for first \$100,000, \$6.45/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,886.65 for first \$500,000, \$5.50/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$6,636.65 for first \$1,000,000, \$4.50/each additional \$1,000

326B.153 BUILDING PERMIT FEES.

Subd. 2. **Plan review.**

Fees for the review of building plans, specifications, and related documents submitted as required by section 326B.106 must be paid based on 65 percent of the building permit fee required in subdivision 1.

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour¹ (minimum charge – two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour¹
3. Inspections for which no fee is specifically indicated \$47.00 per hour¹ (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs²

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

²Actual costs include administrative and overhead costs.

**Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$ 150.00
3. Demolition or removal of structure: \$ 1.25/1,000 cubic ft.; minimum \$ 50.00
4. Residential Solar Installation
Flat fee: \$200
State Surcharge: \$1.00
5. Mechanical permit fees
 - a. Residential Work
Base Fee \$50.00

State Surcharge \$1.00

Furnace/Boiler (warm air or hot water heating system)
\$70.00 New
\$40.00 Replacement
\$30.00 Unit heaters

Air conditioning and refrigeration
\$50.00 New
\$30.00 Replacement

Other Items

\$35.00 Gas line/piping

\$40.00 Duct work

\$45.00 Wood burning furnace per unit

\$40.00 Swimming pool heater per unit

\$35.00 Air exchanger with duct work per unit

\$35.00 Gas or oil space heater per unit

\$35.00 Gas direct vent heater per unit

\$35.00 Gas fireplace log or heater per unit

\$35.00 Gas hot water heater for domestic hot water (only if replacing gas

line)

b. Commercial Work

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

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

6. Plumbing Permit Fees

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

7. Right of Way Permit Fees

<u>Item</u>	<u>Fee</u>
Registration fee	\$ 25.00
Hole	\$400.00
Trench	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$400.00 + \$ 40.00 per 100 lineal feet or portion thereof
Obstruction	\$50.00 + \$ 0.20 per lineal foot

Small Cell Wireless

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

8. Sewer Connection or Repair \$ 50.00
9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00
10. Street Opening Fee \$ 25.00 (plus cost of permit)
11. Zoning Permit

<u>Item</u>	<u>Fee</u>
Fence	\$50.00
Temporary Sign	\$50.00
Permanent Sign (each)	\$ 50.00
Residential driveway	\$ 40.00
Commercial driveway	Subject to Building Permit Fees
12. Mobile Storage Structure/Dumpster Permit

<u>Location</u>	<u>Fee</u>
On private property	
14 days	\$ 10.00
30 days	\$ 20.00
On public street	
72 hours	\$ 10.00

(Permits may be renewed once in a 90 calendar-day period)
13. Chicken Permit (first time and subsequent applications) \$ 50.00
14. Beekeeping Permit (first time and subsequent applications) \$50.00

C. PLANNING FEES*

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

Escrow

\$10,000.00

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

Proposed Fee Schedule

D. FACILITY RENTAL FEES

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

Park Facility Rental Amenities & Fees

		Rental Fees	
Facility	Amenities available	Half Day 9am-3pm / 4pm-10pm	Full Day 9am-10pm
Community Park Upper Picnic Area (2050 Roselawn Ave; corner of Roselawn and Cleveland)	4 Picnic tables Trash receptacles Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Community Park East Picnic Area (near playground)	3 Picnic tables Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Community Park Lower Picnic Area (Southwest corner of park)	2 Picnic tables 1 BBQ grill Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Curtiss Field Picnic Area (near playground) 1551 W. Iowa Ave.	2 picnic tables 1 BBQ Grill Portable ADA bathroom Parking lot (10 spots); there's also on-street parking	\$20 + tax*	\$35 + tax*
The Grove 1600 Coffman Street	2 picnic tables 1 BBQ grill Trash receptacles NO RESTROOM Limited on-street parking	\$20 + tax*	\$35 + tax*
Play Kit Rental	Includes variety of balls, Frisbees, and other play equipment	\$15 + tax*	
Set up/Tear Down	\$25		

Disclaimers:

- A damage deposit (\$200-400, or as determined by the City Administrator) is required for park facility rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.

- *Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 8:-noon
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- If you plan on bringing any outside equipment (i.e. inflatable devices, dunk tanks etc.) into the park, you must disclose this to a city employee during the reservation process. The City may require documentation such as a hold harmless agreement or certificate of insurance naming the City has an additional insured.

City Hall Facility Rental Fees

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

Disclaimers:

- A \$200 refundable damage deposit is required for City Hall rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- *Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City

Hall.

- Regular business hours: Monday –Friday 8:00am-4:30pm
- Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon.
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- City Hall cannot be rented for private social gatherings.

Field/Court/Rink Rental Fees

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

	Single Day Use		Multi-day Use (weekly fee)
Individual/Group type	3 hour block	Additional hours	
Resident	\$20 + tax	\$10/hour + tax	-
Non-resident	\$30 + tax	\$10/hour + tax	-
Youth organizations (must be open to youth aged 2-18 in Falcon Heights)	\$20 + tax	\$10/hour + tax	2 days/week: \$35 3 days/week: \$50 4 days/week: \$65 5 days/week: \$80 6+ days/week: \$100
Adult organizations	\$30 + tax	\$10/hour + tax	2 days/week: \$40 3 days/week: \$55 4 days/week: \$70 5 days/week: \$85 6+ days/week: \$105
Play Kit Rental (Includes variety of balls, Frisbees, and other play equipment)	\$15 + tax		
Setup / Tear Down	\$25.00		

Disclaimers:

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

CURTISS FIELD

1551 Iowa Avenue Falcon Heights, MN 55113

COMMUNITY PARK

2050 Roselawn Ave Falcon Heights, MN 55113

THE GROVE

1600 Coffman Street, Falcon Heights, MN 55113

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

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

F. MISCELLANEOUS FEES

<u>Item</u>	<u>Fee</u>
Agendas (City Council or Commissions) ¹	\$ 15.00/year
City Council Minutes ¹	\$ 35.00/year
Commission Minutes ¹	\$ 20.00/year
New Resident Handbook	\$1.00 printing fee
Single copies	\$ 0.25 + tax/page for first 100 pages
Assessment search	\$ 20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$ 25.00
Returned Check Fee	\$ 25.00
Credit/Debit card convenience fee	2.95% per transaction; Minimum fee of \$3.99 per transaction

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

G. FALSE ALARM FEES

1. Fire False Alarms (at an address or property within one calendar year)

- \$ 0 for first false alarm
- \$ 175 for second false alarm
- \$ 300 for third false alarm
- \$ 400 for fourth false alarm
- \$ 500 for fifth and subsequent false alarm

2. Security False Alarms (at an address or property within one calendar year)

- \$ 0 for first false alarm
- \$ 60 for second false alarm
- \$ 100 for third false alarm
- \$ 200 for fourth false alarm
- \$ 300 for fifth false alarm
- \$ 400 for sixth false alarm
- \$ 500 for seventh and subsequent false alarm

3. Penalties and Assessment

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

H. VEHICLE EMERGENCY RESPONSE

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

I. PARKING FEES

<u>Item</u>	<u>Fee</u>
Application fee to designate "residential area" permit parking	\$ 200.00
Annual residential area parking permits	
First two vehicles	\$ 15.00/vehicle

Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit/ parking pass replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/one-day event	\$ 25.00
Parking zones paid parking	\$ 25.00
Parking fine	
September 16 th – August 14 th	\$50.00/violation
August 15 th – September 15 th	\$100.00/violation

J. SANITARY SEWER

The sanitary sewer fee for residential units is \$38.50 per quarter plus \$0.0252739 per cubic foot of water usage during the months of November – January. For apartment units, the rate will be \$38.50/unit/quarter plus \$0.0252739 per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is \$0.0252739 per cubic foot of water usage during each month.

K. STORM DRAINAGE

The fee for storm drainage is \$28.25 per quarter for residential units and \$268.64 per acre for commercial and apartment units.

L. HYDRANT WATER

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

M. RECYCLING

The recycling charge is \$15.75 per quarter for residential units.

N. STREET LIGHTING

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

O. FEES FOR UNSPECIFIED REQUESTS

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

P. SNOW AND ICE REMOVAL

Cost of abatement¹.

¹This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

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REQUEST FOR ACTION

Meeting Date	May 14, 2025
Agenda Item	H3
Attachment	Resolution 25-46
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 25-46 Designating Streets as Paid Parking Zones and Sets Dates and Times for Enforcement of the Program
Description	This resolution is the next step in the implementation of the paid parking (pay-by-mobile / e-meter) plan. This action follows the recent adoption of Ordinance 25-01, which amended Chapter 46 of the City Code to allow for electronic parking systems on designated city streets. Pursuant to Section 46-29 of the City Code, the resolution establishes designated parking zones on the non-water sides of certain streets within the Northeast Quadrant and Northome Neighborhood. These include segments of Asbury, Arona, Simpson, Pascal, Holton, Albert, Sheldon, Ruggles, and Crawford Streets, as well as California, Idaho, and Iowa Avenues. A full list is included in the resolution. The zones will be in effect from Thursday, August 21, 2025 through Monday, September 1 2025, with daily enforcement from 8:00 a.m. to 8:00 p.m. Appropriate signage will be installed to notify motorists of the requirements and guide them through the use of the ParkMobile system. This program is designed to improve parking availability, enhance safety, and better manage vehicle access during peak demand periods. Enforcement will align with City Code provisions, and violations may result in penalties as specified. Staff will monitor the program during the initial enforcement period and provide recommendations for the State Fair Task Force and City Council to consider following the State Fair.
Budget Impact	N/A
Attachment(s)	Resolution 25-46
Action(s) Requested	Staff would recommend the City Council adopt Resolution 25-46 authorizing the designation of streets, dates and enforcement times of paid parking zones.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-46

**A RESOLUTION DESIGNATING CERTAIN STREETS TO BE ESTABLISHED AS
PARKING ZONES PURSUANT TO ORDINANCE 25-01**

WHEREAS, the City Council of the City of Falcon Heights adopted Ordinance 25-01, amending Chapter 46 of the City Code to allow the establishment of parking zones using electronic payment systems (e-meters/pay-by-mobile parking); and

WHEREAS, Section 46-29 of the Falcon Heights City Code authorizes the City Council to designate by resolution which streets, lots, or areas are established as parking zones, and for which dates and times such zones are in effect; and

WHEREAS, the City Council desires to enhance parking management in designated areas to improve safety, access, and efficiency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FALCON HEIGHTS, MINNESOTA:

1. The following streets are hereby designated as parking zones pursuant to Section 46-29 of the Falcon Heights City Code. The non-water sides of each listed segment shall be included:

Northeast Quadrant Neighborhood (Between Snelling Avenue and Hamline Avenue, from Roselawn Avenue to Larpenteur Avenue):

- Asbury Street (Crawford Avenue to Roselawn)
- Arona Street (Crawford to Roselawn)
- Simpson Street (Crawford to Roselawn)
- Pascal Street (Larpenteur to Roselawn)
- Holton Street (Larpenteur to Roselawn)
- Albert Street (Larpenteur to Garden Avenue)
- Albert Street (Ruggles Avenue to Roselawn)
- Sheldon Street (Ruggles to Roselawn)
- Ruggles Avenue (E Snelling Service Drive to Pascal)
- Ruggles Street (Holton to Hamline)
- Crawford Avenue (E Snelling Service to Pascal)

Northome Neighborhood (Between Snelling Avenue and Hamline Avenue, from Larpenteur Avenue to Hoyt Avenue):

- California Avenue (non-water sides only)
 - Idaho Avenue (non-water sides only)
 - Iowa Avenue (non-water sides only)
2. Appropriate signage shall be installed in these areas to inform motorists of the payment requirements and instructions for using the electronic parking system.

3. The designated parking zones shall become effective from Thursday, August 21st until Monday, September 1st.
4. The enforcement hours of the parking zones shall be 8:00 a.m. until 8:00 p.m. each effective day.
5. Enforcement of these parking zones shall be in accordance with the procedures outlined in Chapter 46 of the Falcon Heights City Code, including penalties for noncompliance.

Moved by:

Meyer

Approved by:


Randall C. Gustafson
Mayor

GUSTAFSON

5

In Favor

LEEHY

MEYER

0

Against

MIELKE

WASSENBERG

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR ACTION

Meeting Date	May 14, 2025
Agenda Item	Policy H4
Attachment	See below
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 25-47 Authorizing Modifications to the Administrative Policies: Parking Policy and Guidelines During the Minnesota State Fair
Description	The City's Administrative Manual serves as the home to our policies that are adopted by City Council but do not fit in the format of a resolution, ordinance or city code. Many of these policies have been revised in recent years, like our personnel policy, while others remain largely unchanged since the 1990s. The attached Parking Policy and Guidelines During the Minnesota State Fair need to be modified to reflect current practices, and to put into policy how we will administratively manage our State Fair parking and specifically our pay-by-mobile programs. In the Parking Policy, staff has added additional sections on pay-by-mobile parking. Additionally, outdated sections and other areas were cleaned up. This policy was last updated March 2024 with the addition of overnight parking permits for Hollywood Court. The Guidelines During the Minnesota State Fair serves as the guiding document surrounding the State Fair. Staff revised language to clarify our current practices for permit parking during the State Fair, and added pay-by-mobile parking language.
Budget Impact	N/A
Attachment(s)	• Administrative Manual: Parking Policy • Administrative Manual: Guidelines During the Minnesota State Fair
Action(s) Requested	Staff recommends the City Council approve Resolution 25-47 Authorizing Modifications to the Administrative Policies: Parking Policy and Guidelines During the Minnesota State Fair

E. GUIDELINES DURING THE MINNESOTA STATE FAIR

1. Purpose. To provide guidelines to explain in a practical, understandable way how the city codes and parking procedures are handled during the Minnesota State Fair. The guidelines are intended to simply re-state some sections of the city code that frequently come up during the State Fair. The guidelines are not intended to cover all codes and policies as they apply during the State Fair.

2. Applicability of codes. All city codes and ordinances are applicable during the Minnesota State Fair (attachment 1 identifies applicable codes).

3. Residential districts. No commercial activity is permitted in residential districts other than that permitted in the zoning code. Residential districts include both single family and multi-family dwellings. To clarify this, this includes:

- a. No parking on front lawns.
- b. No identifiable sales of parking or of State Fair parking permits.
(License plates in driveways will not be checked for a local registration.
However, the advertising of parking spaces for sale will be prohibited.)
- c. No outside sales except garage sales as permitted in the zoning code and kids' "kool-aid" stands.

4. Commercial districts.

- a. Businesses are permitted to sell parking spaces during the State Fair on paved surfaces designed for off-street parking. There shall be no parking on boulevards or rights of way.
- b. Advertising for parking sales must be on ground signs or hand-held signs. It cannot be posted on trees, poles nor in residential neighborhoods.
- c. No outside sales of merchandise that is not part of the adjacent business.
- d. No inflated balloons that are mounted above the ground or go above the roof of a structure or are located in the right-of-way.

5. State Fair posted "no parking" and "permit parking only" areas:

- a) The city shall post streets that may be heavily impacted from State Fair parking with no parking or permit parking only signs to eliminate hazards to public safety by protecting access by public safety vehicles. These streets and postings are included in attachment 2.
- b) The State Fair parking postings are enforced from the first day of the State Fair, not from the first day that they are posted.

6. State Fair parking permits and parking bags.

- a. Residents of properties along the street sections posted for State Fair permit parking are eligible for State Fair residential permit parking during the State Fair.
- b. On designated State Fair parking permit streets, two (2) State Fair parking permits will be issued to each single-family property and one (1) permit will be issued per unit to the owner multi-family dwellings, sent by mail. Residents in each type of property may receive up to two (2) additional passes if they are eligible after filling out a hardship waiver form at City Hall.
- c. Regular temporary parking permits may be available for residents upon a special request for unique occasions such as family reunions, weddings, or pre-scheduled events. Temporary parking permits will not be available for residents who wish to park on the street for a non-unique occasion or who wish to have friends or family park on the street for a non-unique event. Emergency situations shall be accommodated.
- d. "Parking bags" will not be available for covering parking signs during the State Fair unless authorized by the City Administrator.

Blocking of streets. The city will not issue wooden barricades to block streets for block parties or other events during the State Fair.

7. Pay-by-Mobile (e-meter) parking areas

- a. The City Council by resolution may designate certain streets as pay-by-mobile (e-meter) parking during the State Fair.
- b. Residents abutting a pay-by-mobile designated street will be mailed one (1) pass per household, with an additional pass available upon request. Residents may receive up to two (2) additional passes if they are determined eligible after filling out a hardship waiver form at City Hall.
- c. Handicap authorized vehicles, government vehicles, and delivery vehicles parking with warning lights on for under 10 minutes are exempt from the requirements of pay-by-mobile parking.

Attachment 1

**CITY CODES AND POLICIES RELATED TO THE
GUIDELINES FOR THE STATE FAIR**

1. Residential

Single and multi-family: Chapter 9, Section 4.01 through 8.01

Home occupations: Chapter 9, Section 14.01, Subd. 24

2. Commercial

All districts: Chapter 9, Section 9.01 through 11.01

3. Signs

All districts: Chapter 9, Section 13.01

4. Parking

All districts, Chapter 46

City parking policy III.D: Administrative Manual

Attachment 2

"No Parking"

- 1) All of Northome, water side of street
- 2) All of Hollywood Court, water and alley
- 3) St. Mary's Street, Fry Street, Maple Knoll Drive, and Garden Avenue west of Snelling on both sides
- 4) Water side of all streets north of Larpenteur, between Snelling and Hamline running to Roselawn
- 5) Snelling Drive north and southbound both sides of Snelling Avenue
- 6) Tatum Street, water side
- 7) Lindig Street on water side, including cul-de-sac
- 8) Larpenteur Avenue from Snelling to Cleveland, both sides
- 9) Fairview Avenue 1,300 feet north of Larpenteur on both sides.

"State Fair Permit Parking Only"

- 1) East side of Arona from California to Crawford, except where presently posted "No Parking"
- 2) East Snelling Drive from Hoyt to 1550 Larpenteur
- 3) West side of Fry Street in front of the Fry apartments
- 4) Approximately two car lengths in front of the group home at 1746 Snelling Avenue
- 5) South side of Hollywood Court
- 6) West side of Arona Street, from Hoyt to Larpenteur
- 7) East side of Pascal Street, from Hoyt to Larpenteur
- 8) West side of Albert Street, from Hoyt to Larpenteur

Last modified June 2007

Attachment 3

STATE FAIR PARKING MAP

Parking Policy

Adopted February 19, 1991
Last Modified March 13, 2024

I. PARKING POLICIES

A. GENERAL

The city's parking philosophy is to provide a safe, orderly, and, when possible, convenient parking environment for residents, trade and visitors within the city, while keeping the streets primarily for safe and efficient traffic flow.

B. SPECIFIC

1. Maintain the streets primarily for safe and efficient traffic flow.
2. Maintain the residential character of the city's neighborhoods and the 'small-scale' or 'village character of the overall city by attempting to alleviate parking conflicts between residential neighborhoods and non-residential uses when they appear; and by utilizing complementary new parking facilities when they are necessary.
3. Encourage property owners to accommodate parking demands generated by the property particularly redevelopment and new development, by enforcing the parking requirements in the zoning code and working with property owners, residents and/or proprietors when parking problems develop.
4. Cover the cost of parking administration and enforcement by charging fees to the individuals for these services, whenever possible.
5. Adopt temporary parking restrictions when necessary to accommodate the Minnesota State Fair and other special circumstances.
6. Consider a variety of on-street and off-street parking solutions to parking problems including posting restrictions, permit parking, shared parking, parking lots, parking ramps, and re-routing traffic. The simplest solution shall be selected.
7. Select the most efficient and least disruptive solution to a parking problem.

II. PROCEDURES FOR HANDLING PARKING PROBLEMS

A. ORIGINATION

Parking problems arise when parking demands conflict with fixed amounts of

available on and off street parking to produce an unsafe and/or inconvenient parking situation.

B. IDENTIFICATION

Parking problems come to the attention of the city when:

1. A city official reports a safety problem and/or inconvenience problem.
2. A resident(s), proprietor(s) and/or a property owner(s) reports a safety and/or an inconvenience problem.

C. EVALUATION

1. Problem: A possible immediate threat to public safety:
 - a. The appropriate city staff shall immediately research the reported parking situation. The city staff must visit the site and assess the parking conditions at various times of the day as well as collect other useful information including state and county rules governing the street(s) in question. The city planner shall prepare a written report on the nature and severity of the reported parking problem and alternative solutions for the city administrator as soon as possible but no more than five working days after the reported problem.
 - b. If the parking situation is determined to be a threat to public safety, the city administrator must take the necessary action to alleviate the dangerous situation. A report of the steps taken shall be made to the planning commission and the city council at their earliest meeting dates. Any revisions in the action taken may be made at this time.
2. Problem: A possible, but not immediate, threat to public safety and/or inconvenience to residents, businesses, and/or institutions:
 - a. If notice of the parking problem arose from a city official, city staff shall research the reported parking problem. Staff shall visit the site, assess the parking conditions at various times of the day and collect other useful information including state and county rules governing the streets in question. The staff shall also determine whether the problem area is limited to the area specified in the complaint or broader in scope.
 - b. If notice of the parking problem arose from a resident(s), proprietor(s) and/or property owner(s) complaint, the city staff shall request a formal written request be submitted to the city defining the nature of the problem, the affected area and, whenever possible, the names of other affected

property owners in agreement with the problem. The city staff shall research the reported parking problem. Staff shall visit the site, assess the parking conditions at various times of the day and collect other useful information including state and county rules governing the streets in question. If appropriate, residents and/or property owners in the affected area shall be contacted for their opinion about the existence and/or extent of the parking problem. The staff shall also determine whether the problem area is limited to the area specified in the complaint or is broader in scope.

c. If staff research suggests that the city needs to take action to alleviate the parking situation, the city planner shall make a report with the proposed alternatives to the planning commission for its review and recommendation. The planning commission recommendation and staff report will go to the city council for final action.

d. If staff research suggests that the city does not need to take action to alleviate the parking situation, the city planner shall report the state of the request at the next planning commission and city council meetings. The initiator of the parking request will be notified of the report.

III. PARKING RESTRICTIONS

A. POSTED PARKING RESTRICTIONS

1. Posting parking restrictions on streets may be used to control on-street parking problems in specific areas for various lengths of time. When such a solution is proposed, the affect on nearby streets must be taken into account.
2. Restrictions shall contain as few conditions as possible so they are easily understood and enforced.
3. Restrictions adopted to alleviate a specific parking problem shall be as consistent as possible in a neighborhood and throughout the city. For example, "two hour parking 8:00 A.M. to 4:00 P.M. Monday through Friday" should be used throughout the city rather than "one hour parking 8:00 A.M. to 4:00 p.m. Monday through Friday".

4. On-street posted signs shall include:

a) "No Parking Anytime"

"No Parking Anytime" is to be used when parking at anytime of day or night is a safety threat to the public or a chronic inconvenience to residents and/or property owners.

b) Parking for a specified period of time

Signs restricting parking for a specified period of time shall be used to control traffic turnover for commercial areas and prevent the inconvenience to residents of long-term parking in residential neighborhoods near businesses and institutions. These shall include "15 Minute Parking", "Two Hour Parking from 8:00 A.M. to 4:00 P.M. Monday through Friday", and "Two Hour Parking from 10:00 P.M. to 7:00 A.M".

c) "No Parking" for a specified distance

Signs restricting parking for a specified distance are useful to eliminate safety hazards near alleys, driveways and stop signs. Examples include: "No parking between signs", "No parking here to corner".

B. RESIDENTIAL PARKING PERMITS

1. Purpose/Policy

- a. Residential permit parking shall be pursued as a solution to a parking problem only when all other solutions have been determined inadequate.
- b. Residential districts congested because of heavy residential and non-residential traffic and parking are eligible to request residential permit parking. It is the purpose of this policy to reduce the flow of commuter traffic from year-round non-residential traffic from parking in an adjoining residential neighborhood; to reduce air pollution and other environmental effects of automobile commuting; to enhance the quality of life in the residential areas by reducing noise, traffic hazards and litter; to protect the residents from unreasonable burdens in gaining access to their residences; to preserve the character of the residential district; to promote efficiency in maintaining the streets in a clean and safe condition; to preserve the safety of children and other pedestrians; and to promote traffic safety; and to promote the peace, good order, comfort, convenience and welfare of the inhabitants of the city.
- c. No residential parking permits shall guarantee any permit holder of a designated parking space, but shall provide general parking subject to availability in designated areas during the posted, specified times.

2. Procedures for Designating Residential Permit Parking Areas

a. Submitting a request

1) Petition

The designation of a residential permit parking area shall be initiated by a petition filed with the city staff stating that residents of a

particular residential area are encountering serious problems because of excessive parking by persons who are associated with nearby nonresidential uses. A filing fee shall accompany every petition. The fee is identified in the fee schedule portion of the city code.

2) Signatures

The petition must be signed by 75% of the owners of all residential structures in the area. One resident per structure may sign. No signature shall be valid where multiple residents in a household express disagreement on whether the area should have residential permit parking. Any signer may withdraw his/her name by filing a written request. If for any reason the number of signers falls below 75% prior to the public hearing, the petition shall be deemed defective and shall not be considered. The person and/or group responsible for submitting the petition will be notified of this finding prior to the public hearing.

3) Minimum Size

The request for residential permit parking must be a minimum of 600 linear feet or one block front.

b. Request Review Process

1) Staff Review

After receiving the petition, the city staff shall assess the nature of the problems, if any, caused by nonresidential parking in a residential area. The city planner shall submit a report to the Planning Commission. The report must include the following information:

- a. The need assessment for residential permit parking
- b. The specific area petitioned for residential permit parking
- c. The guidelines for who and how one may obtain a residential parking permit
- d. The potential implications of such a parking arrangement in the area
- e. If the permit parking area is recommended, the report must also include:
 - (1) A recommended review period to evaluate the residential permit parking district
 - (2) The specific area recommended for residential permit parking

3. Policy Review

The city planner shall submit the report with its recommendation to the planning commission. A public hearing shall be held on the request. The planning commission shall submit a recommendation to the city council. The city council shall make the final decision. If the city council designates

a residential permit parking district, the resolution shall state the need for the district, the location, hours (if applicable), streets to be posted permit parking and the procedure for issuing permits to eligible residents.

4. Permit Eligibility and Fees

a. Resident Permits

Residents living on streets designated in the residential permit parking district may apply for a non-transferable residential parking permit for each car owned or leased, currently licensed and in operating condition at the address. A non-refundable annual residential permit fee will be charged. The fee shall be identified in the fee schedule section of the city code. A false application shall be grounds for denial of the residential permit.

b. Lost Permits

A duplicate permit may be obtained for a fee, if the application submits a notarized, written statement to the city that the original permit was lost. The fee shall be identified in the fee schedule section of the city code.

c. Placement of Permit

Annual residential parking permit passes shall be placed on the passenger side of the dashboard. Hangtags may also be used, and should be placed on the rearview mirror in a manner that does not obstruct visibility.

5. Review of an established district.

If antecedent conditions change and there is a lack of permit demand, the district may be reviewed and repealed.

C. EXCEPTIONS

1. Emergency Vehicles

Emergency vehicles are exempt from posted parking restrictions when responding to an emergency.

2. Snow Emergencies

After a two inch snowfall, no on street parking is allowed until the street is plowed to its full width.

3. State Fair Parking

a. Temporary "No Parking" signs shall be posted on streets so designated by the city council during the Minnesota State Fair.

b. Temporary parking permits shall be issued to residents and/or property owners of designated apartment buildings along streets designated "No Parking" by the city council during the Minnesota State Fair.

c. Pay-by-Mobile Parking signs shall be placed on streets designated by

Council resolution in paid parking zones. Permits will be issued to properties on designated streets per the State Fair Policies Guidelines.

4. Temporary Parking Permits

a. Temporary permits shall be issued for the following reasons:

- (1) For construction and service vehicles necessary for performing work on a property
- (2) For special event parking or visitor parking in a restricted parking district
- (3) For visitor parking in a residential permit parking district

b. A temporary parking permit(s) shall be issued for a minimum of one day and a maximum of two weeks. The applicant shall identify the purpose for the permit(s) and the length of time required for the temporary parking permit(s).

c. A temporary parking permit shall be placed in the left lower rear corner of the left side window closest to the rear of the vehicle or in some other conspicuous spot inside the left rear of the vehicle where it is visible to law enforcement personnel.

d. A temporary parking arrangement using a bag over a sign to cover up the parking restrictions shall be issued for one to three days. The applicant shall identify the purpose for the bag(s) and the length of time required for this temporary parking arrangement. The bag(s) shall be returned by the person using it.

D. FEES

Parking permit fees are as established in the fee schedule section of the city code.

E. ENFORCEMENT

Violation of the city's parking restrictions are deemed a misdemeanor.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-47

**A RESOLUTION AUTHORIZING MODIFICATIONS TO THE
ADMINISTRATIVE POLICIES: PARKING POLICY AND GUIDELINES
DURING THE MINNESOTA STATE FAIR**

WHEREAS, the City of Falcon Heights maintains an Administrative Manual that houses Council-adopted policies not codified in ordinance or resolution form; and

WHEREAS, the Parking Policy and the Guidelines During the Minnesota State Fair are both administrative policies intended to clarify and implement procedures and practices surrounding on-street parking, permit parking, and parking regulations in the City; and

WHEREAS, these policies were last updated in March 2024 and June 2007, respectively, and staff have prepared proposed modifications to reflect current practices including updated procedures for pay-by-mobile parking, permit eligibility, and enforcement measures during the State Fair; and

WHEREAS, the City Council recognizes the need to clarify expectations for residents and businesses during the Minnesota State Fair and to ensure policies are responsive to evolving parking and mobility management strategies;

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

1. The City Council hereby approves the updated Parking Policy and Guidelines During the Minnesota State Fair, as attached to this resolution and incorporated herein by reference.
 2. These updates include, but are not limited to, the addition of pay-by-mobile (e-meter) parking language, clarification of permit eligibility during the State Fair, revision of enforcement procedures, and removal of outdated provisions.
 3. City staff are directed to update the Administrative Manual to reflect these revised policies and to implement them during the 2025 Minnesota State Fair and future applicable events.
-

Moved by: Mielke

Approved by:


Randall Gustafson
Mayor

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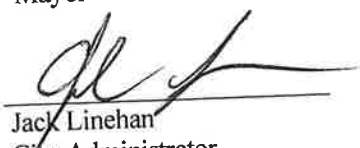
5

In Favor

0

Against

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	May 14, 2024
Agenda Item	Policy H5
Attachment	Resolution
Submitted By	Alyssa Landberg, Assistant Finance Director

Item	Establish Special Revenue Fund 211 - Parking Management																																																		
Description	Staff recommends establishing special revenue (Fund 211) to account for the revenues and expenditures of the parking management activities. This will be a budget amendment to add this fund and start it with funds. Once this fund is established and revenue is known following the 2025 State Fair, excess funds can be transferred to either Infrastructure 419 or to the general fund with a separate council action. Staff recommends establishing the following revenue budget line items for this fund for 2025: <u>2025 Budget Amount</u> <table><tr><td>211-33610</td><td>Grants</td><td>\$0</td></tr><tr><td>211-34310</td><td>Parking Meter Fees - Gross</td><td>200,000</td></tr><tr><td>211-36211</td><td>Interest on Investments</td><td>0</td></tr><tr><td>211-36213</td><td>Change in Fair Value of Investments</td><td>0</td></tr><tr><td>211- 36400</td><td>Miscellaneous</td><td>0</td></tr><tr><td>211-39200</td><td>Transfer</td><td>40,000</td></tr></table> Staff recommends establishing the following budget expense line items for this fund for 2025: <u>2025 Budget Amount</u> <u>Compensation</u> <table><tr><td>211-4211-60100</td><td>Regular Salaries</td><td>\$2,500</td></tr><tr><td>211-4211-60520</td><td>Part-Time Employees</td><td>2,500</td></tr><tr><td>211-4211-60530</td><td>Seasonal Employees</td><td>15,120</td></tr><tr><td>211-4211-64011</td><td>PERA Contributions</td><td>200</td></tr><tr><td>211-4211-64012</td><td>FICA Contributions</td><td>1,500</td></tr><tr><td>211-4211-64031</td><td>Hospitalization</td><td>150</td></tr><tr><td>211-4211-64032</td><td>Dental</td><td>25</td></tr><tr><td>211-4211-64033</td><td>Long-Term Disability</td><td>15</td></tr><tr><td>211-4211-64034</td><td>Life Insurance</td><td>15</td></tr></table> <u>Materials & Supplies</u> <table><tr><td>211-4211-70100</td><td>Supplies</td><td>\$10,000</td></tr></table>			211-33610	Grants	\$0	211-34310	Parking Meter Fees - Gross	200,000	211-36211	Interest on Investments	0	211-36213	Change in Fair Value of Investments	0	211- 36400	Miscellaneous	0	211-39200	Transfer	40,000	211-4211-60100	Regular Salaries	\$2,500	211-4211-60520	Part-Time Employees	2,500	211-4211-60530	Seasonal Employees	15,120	211-4211-64011	PERA Contributions	200	211-4211-64012	FICA Contributions	1,500	211-4211-64031	Hospitalization	150	211-4211-64032	Dental	25	211-4211-64033	Long-Term Disability	15	211-4211-64034	Life Insurance	15	211-4211-70100	Supplies	\$10,000
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	211-4211-70300 Ambassador Supplies 10,000 211-4211-70440 Print, Publishing & Advertising 2,000 211-4211-73000 Additional Signage 2,000 <u>Other Services & Charges</u> 211-4211-80310 Audit \$850 211-4211-86010 Mileage/Vehicle Use 1,500 211-4211-86100 Sales Tax 0 211-4211-87500 ParkMobile Fees 37,600 211-4211-89000 Miscellaneous 0 This special revenue fund will be used for parking management. Staff recommends establishing budget line items and completing a transfer of funds from Fund 419 - Infrastructure to Fund 211. The entry would be: 211-39200 Transfer Dr Cr 419-4419-97000 Transfer 40,000 40,000
Budget Impact	Establish fund 211, establish budget line item amounts as listed above for 2025 and transfer the \$40,000 from 419 - Infrastructure.
Attachment(s)	Resolution 25-48
Action(s) Requested	Staff recommends establishing Fund 211 Parking Management, establish budget line items, and transfer the funds from fund 419 to fund 211.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-48

**A RESOLUTION CREATING SPECIAL REVENUE FUND 211 – PARKING
MANAGEMENT**

WHEREAS, the City of Falcon Heights recognizes the need to account separately for revenues and expenditures related to parking management activities within the city; and

WHEREAS, the creation of a special revenue fund will allow for the clear and transparent management of revenues generated by parking activities, including pay-by-mobile parking systems, as well as expenditures related to administration, enforcement, and parking management programs; and

WHEREAS, the City Council finds it to be in the best interest of the City to establish a Special Revenue Fund known as Fund 211 – Parking Management to facilitate this purpose; and

WHEREAS, the 2025 budget for Special Revenue Fund 211 will include revenues from parking meter fees, transfers from other funds, and any interest earnings, and expenditures including compensation, supplies, services, and fees necessary for the operation and enforcement of the parking management program; and

WHEREAS, a transfer of \$40,000 from Fund 419 – Infrastructure will be made to Fund 211 – Parking Management to provide initial funding for 2025 operations;

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

- The City Council hereby establishes Special Revenue Fund 211 – Parking Management.
- The Council approves the 2025 budget for Fund 211, including:
 - Revenues from parking meter fees, transfers, and investment activities.
 - Expenditures for staffing, equipment, signage, supplies, advertising, administrative costs, and third-party vendor fees related to parking management.
- Staff are directed to complete the necessary transfer of \$40,000 from Fund 419 – Infrastructure to Fund 211 – Parking Management.
- The Finance Department is authorized to make any necessary accounting entries to establish and maintain Fund 211 in accordance with generally accepted accounting principles and applicable state law.

Fund	Specific Revenue Source	Committed For	Restricted For
Park Program (201)	Recreation Fees Transfer from General Fund	Recreation Costs	
Community Garden (203)	Garden Plot Fees	Garden Costs	
Water (204)	Water Surcharge Fees	Hydrant Costs Park Costs	
Recycling (206)	Recycling Grant Recycling Fees	Recycling and Environmental Activities	
Community Economic Development (208)	Lease of City Easement Fees	Activities Promoting Economic Development	
Street Lighting (209)	Lighting Fees	Lighting Costs	
Parking Management (211)	Parking Meter Fees Transfer from Infrastructure	Parking Management Costs	

Moved by: Wassenberg

Approved by: 
Randall Gustafson
Mayor

GUSTAFSON
LEEHY
MEYER
WASSENBERG
MIELKE

5 In Favor
0 Against

Attested by: 
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	March 12, 2025
Agenda Item	H6
Attachment(s)	See below
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 25-49 Authorizing a Purchase Using a State Contract with Flagship Recreation Not to Exceed \$170,000 for the Community Park Splash Pad
Description	WSB reached out to several vendors that specialize in splash pads as part of the Community Park renovation. Flagship Recreation, which owns the Aquatix product line, supplies one of the most water and cost effective splash pads on the market. The product uses 57 gallons per minute, and is set on timer that can be modified to intervals to balance water conservation and convenience (ex. 1 minute per push vs 5 minutes). The proposed splash pad will be approximately 1,200 sf and located near where the existing building currently is. It will be push button operated, with additional costs to move the activator from the center of the splash pad to the side, allowing for easy operation and to allow the splash pad to be multi-use during the offseason. The activator can be removed, and the splash pad could be used as a gathering space or patio during the offseason. All features of the splash pad are in-ground, which creates a safe, fun way for families to cool off during the summer. The Package F was discussed at both Council and at the Parks and Recreation Commission as the best fit for our needs. Rubber surfacing was considered for the splash pad, but due to cost (\$40K+) and an average life span of approximately 5 years or less, we have opted to move towards a brushed concrete. Most of the dozens of splash pads in the Twin Cities are brushed concrete, and other cities do not report issues with slips or falls. Of the few cities that utilize rubber surfacing, some have replaced them with concrete as they were disappointed in how quickly the surfaces deteriorated in Minnesota's climate. The costs for the proposal are broken down as: Materials: \$64,622.49 Installation: \$95,015.91 Total: \$159,638.40

	Staff is seeking authorization up-to \$170,000 to account for changes, which could also include upgraded the brushed concrete to a color that would match the theme of the park. Executing the proposal now will allow Flagship Recreation time to purchase the products and get us on their 2025 installation schedule.
Budget Impact	Funds are budgeted in the 2025 capital budget for the project. In the latest project budget from 4-23-25, the estimate was approximately \$180,000 for the splash pad. Staff maintenance and water usage will be a consideration. Using estimates from other cities, water usage will likely be \$5,000 to \$15,000 in annual water costs, depending on usage and weather.
Attachment(s)	• Proposal from Flagship Recreation; contract; COI • Resolution 25-49
Action(s) Requested	Staff recommends that City Council allow staff to accept the proposal from Flagship Recreation and to authorize a total cost of up-to \$170,000 using state contract pricing for the purchase and installation of the splash pad.



PROUDLY PRESENTED BY

Emily Maloney
Flagship Recreation
emily@flagshipplay.com
(763) 550-7860

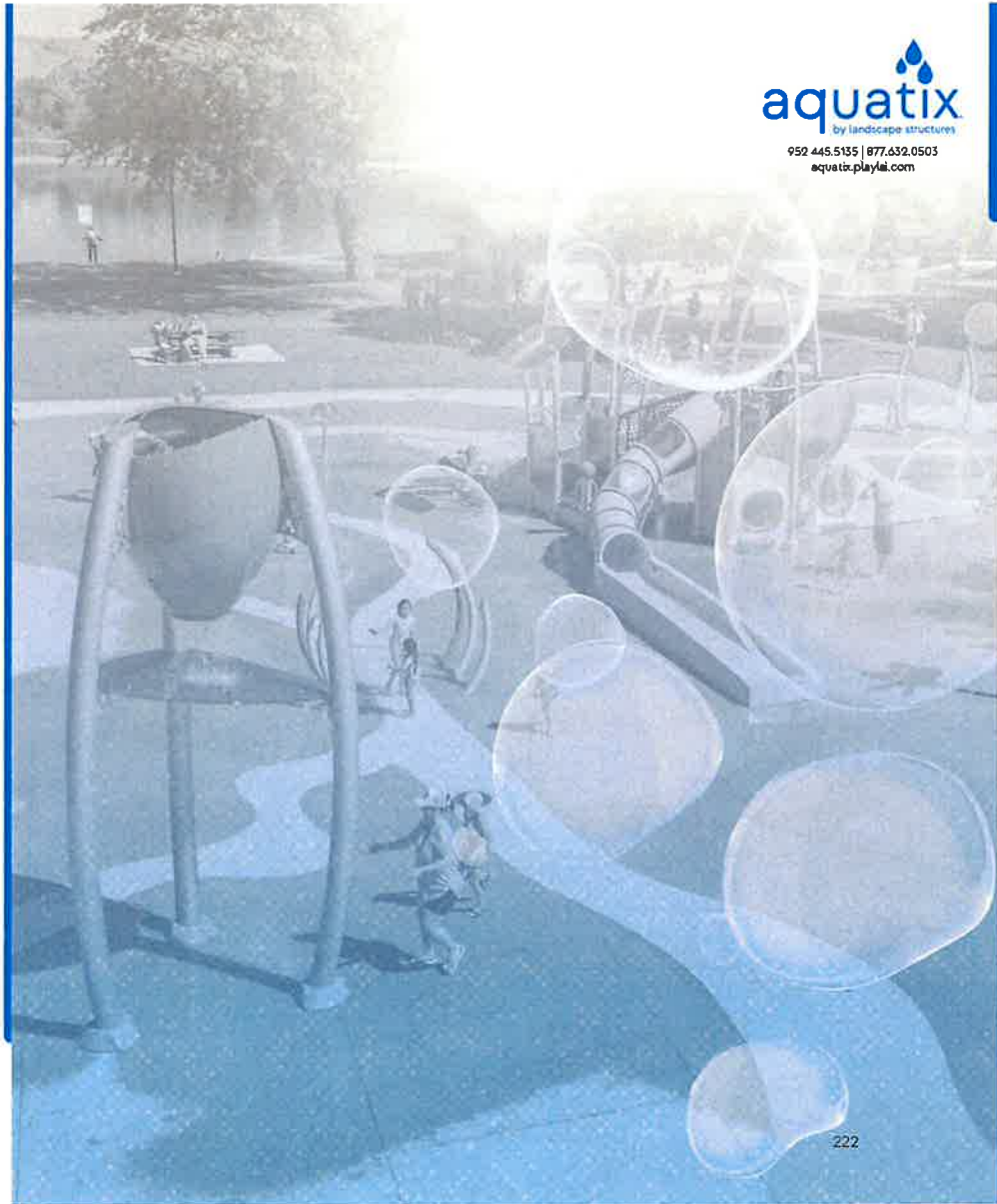
Falcon Heights Park Splash Pad

Design# 1192519-01-02 04/23/25



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aquatix
by landscape structures
952.445.5135 | 877.632.0503
aquatix.playals.com





*HydroLogix disclaimer-
Initial fill of larger structures may take multiple activations.

Falcon Heights Park Splash Pad

Design# 1192519-01-02 04/23/25

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aquatix
by HydroLogix Inc.



Falcon Heights Park Splash Pad

Design# 1192519-01-02 04/23/25

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Falcon Heights Park Splash Pad

Design# 1192519-01-02 04/23/25

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INCLUSIVE PLAY HIGHLIGHTS

Water, being naturally inclusive, combined with splash play bring together people of all ages and abilities in a world of fun, learning and sensory exploration. Aquatix innovative water features allow for hands-on education tailored to every development stage. The designers at Aquatix work to deliver an educational, exploratory design that encourages physical and social development, with the ability to grow confidence while engaging in the play elements around them. This inclusive approach not only enhances community connection but also ensures there's something for everyone, making it a vibrant hub for social interaction, relaxation and unforgettable memories.



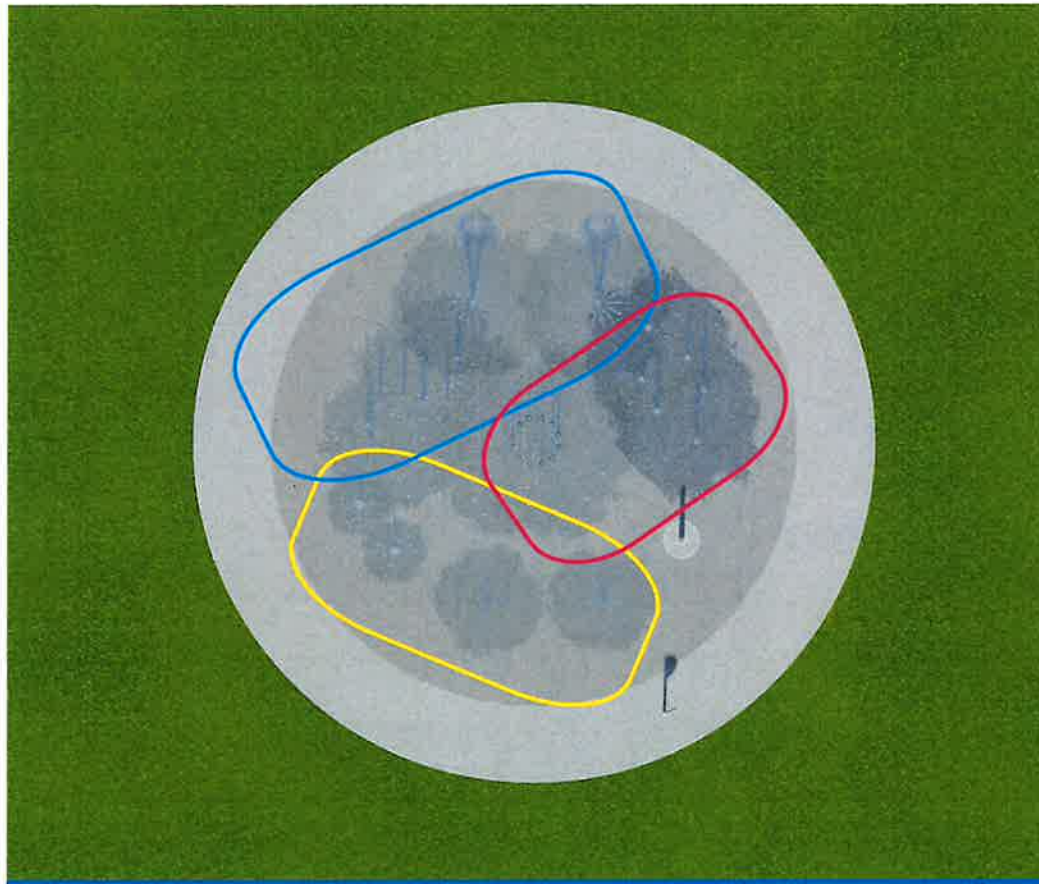
Falcon Heights Park Splash Pad

Design# 1192519-01-02 04/23/25

©2025 A.R. — Splash pad drawings — Project Team — Aquatix Inc. — 2025



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AGE APPROPRIATE ZONES

GENTLE ACTIVITY ZONE INFANT/TODDLER

Learning to enjoy texture and water

- Lower, delicate ground sprays
- Lower structures with gentle water formations
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction

UNIVERSAL ZONE ALL AGES

Variety of structures for the whole family

- Unique water formations pour, dump, spray wiggle, launch and spin
- Combines ground spray and structures for all ages
- Centrally placed in splash pad and often a transition zone from Gentle activity to Dynamic

DYNAMIC ZONE 7+ YEARS

Continual excitement and interaction

- High Volume, highly interactive spray features and Climb N Play structures
- Combination of sprays and structures
- Placement of features close to perimeter and dry zones ensure easy adult supervision and interaction



Falcon Heights Park Splash Pad

Design# 1192519-01-02 04/23/25

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PROUDLY PRESENTED BY

Emily Maloney
Flagship Recreation
emily@flagshipplay.com
(763) 550-7860

Falcon Heights Park Splash Pad
Design# 1192519-01-02 04/23/25



763.970.5000 | 888.438.0574
aquatixplay.com

DESIGN DETAILS

*Surface finishes and/or site furnishings shown are conceptual and provided by others.

PROPOSED COLORS

PAINT COLORS



PROJECT DETAILS

PROJECT DIMENSIONS

44'-0" X 44'-0"

TOTAL SYSTEM FLOW RATE

57 Gallons

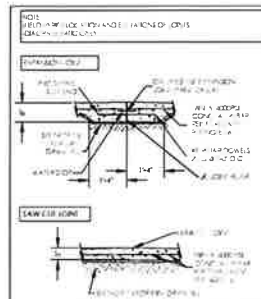
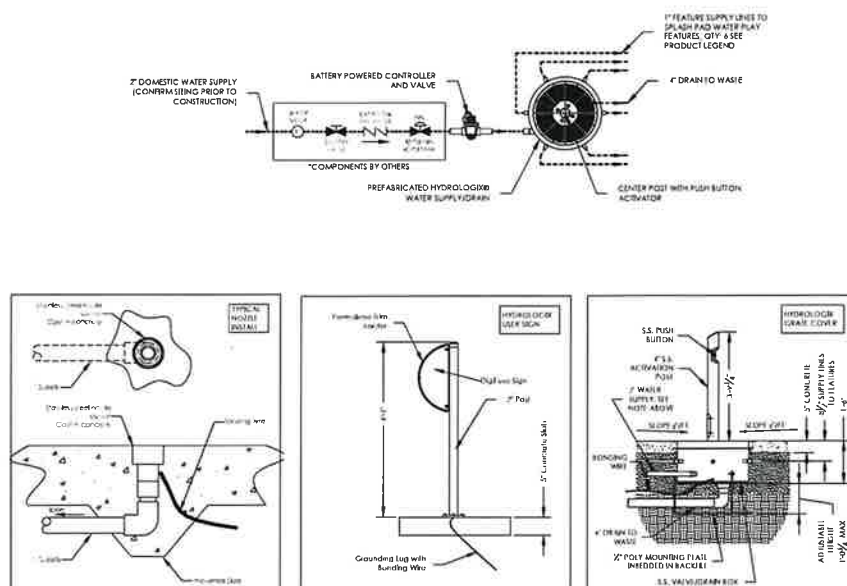
COLOR APPROVAL

CUSTOMER SIGNATURE

DATE

*Colors shown are for representation purposes only.
Consult with your Representative for actual color swatches for final color selection.

- NOT FOR
CONSTRUCTION





REMOVE AND DISCARD 1/4"-20 FPHMS
SCREWS AFTER CONCRETE FINISHING.
REPLACE WITH PROVIDED SECURITY
FASTENERS. APPLY ANTI-SEIZE TO
THREADS PRIOR TO INSTALLATION.



State Contract Pricing



PROJECT INFORMATION

Project name	Falcon Heights Splash Pad
Address	2050 Roselawn Ave W
City, State ZIP	Roseville, MN 55113
Contract Year	2022

EQUIPMENT INFORMATION & PRICING

<u>Qty</u>	<u>Item No.</u>	<u>Description</u>	<u>Price</u>	<u>Ext Price</u>
WATER PLAY FEATURES:				
1		Center Pillar Ring - SS - PVC AQ101122	\$8,353.80	\$8,353.80
1		Curvy Jet Manifold - SS - PVC AQ101151	\$6,293.40	\$6,293.40
2		Junior Water jewel - SS AQ101165	\$785.40	\$1,570.80
2		Sea Crawler- SS AQ101160	\$785.40	\$1,570.80
2		Stream Jet Triangle- SS - PVC AQ101149	\$3,289.50	\$6,579.00
2		2 Triple Mist Nozzle AQ101156	\$999.60	\$1,999.20
Total Water Play Features Cost at State Contract Pricing				\$26,367.00

MECHANICAL COMPONENTS OF DOMESTIC WATER SYSTEM:

1	HydroLogix
The activator is a non-electrical water delivery system. System to consist of activation bollard, distribution manifold and collection drain housed in a stainless steel body. All internal components and mechanisms to be either stainless steel or brass. Ideal water pressure for this system is 30psi-40psi which will deliver 60gpm water flow. The unit will have (6) 1" discharges that have gate valves for balancing flows to water events. Activation duration to be adjustable up to 90 seconds long. Requires a 4" drain to storm or retention. Winterization cover provided. A HydroLogix User Sign is provided.	

1 **On/Off Timer**
To consist of a 2" battery operated solenoid valve with programable hours of operation. Can be housed above or below ground.

1 **Valve Box**
To consist of a plastic burial valve box.

Total Mechanical Components Cost at State Contract Pricing

\$31,081.44

SERVICES:

1	Design & Construction drawings	\$2,458.20	\$2,458.20
1	Sealed Engineer Stamp	\$2,560.20	\$2,560.20
1	System Startup and Training Aquatix by Landscape Structures to provide (1) factory direct technician for (2) day of system startup, balancing, and owner training. Aquatix requires 2-4 weeks advance notice depending on seasonal demand.	\$1,530.00	\$1,530.00

Total Services Cost at State Contract Pricing

\$6,548.40

Total Equipment and Services at State Contract Pricing

\$63,996.84

Total Equipment Cost at State Contract Pricing

\$160,909.08



We are pleased to submit this proposal to supply the following products/services:

Quotes from Landscape Structures, Inc. are subject to current Landscape Structures, Inc. policies as well as Terms & Conditions, Inclusions & Exclusions outlined below unless noted otherwise on this quote. Changes are subject to price adjustment. Sales tax, if applicable, will be applied unless a tax-exempt certificate is provided at the time of order entry. Customer deposits, if required, must be received before orders will be entered & installation scheduled. Purchases in excess of \$1,000.00 must be supported by a formal Purchase Order made out to Landscape Structures, Inc.

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Terms & Conditions

Contract: Seller's Copy of signed quote represents the contract between Seller and Buyer. This form supersedes all previous communications and negotiations and constitutes the entire agreement between the parties. Any changes to this contract are not binding unless jointly agreed in writing via Change Order.

Project Scope (This Section For Quotes Including Installation)

Inclusions:

- One Mobilization
- Accepting & Unloading of Order Prior to Installation
- Unpacking of Play Equipment
- Assembly of Play Equipment
- Placing, Digging or Surface Mounting Equipment (as specified)
- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

Exclusions (Unless Specifically Quoted):

- Storage or Security of Equipment
- Private Utility Locates (irrigation, low voltage, lighting, etc.)
- Additional Labor Due to Site Access. Require 8' Wide Clearance from Staging Area to Play Space.
- Additional Labor and/or Related Costs Due to Subsurface Conditions (Rock, Hardpan, Heavy Clay, Ground Water, etc.)
- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
- Offsite Removal of Spoils From Footing Holes or Other Excavation. Can be stockpiled for owner removal or left in play space
- Disposal of Packing Material. Can be Stockpiled for Owner Removal or Deposited in Owners Onsite Dumpster
- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
- Border for Play Space
- Bonding of Any Type
- Permits of Any Kind

Force Majeure: In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, tornado or like acts of God, wars, civil commotion, explosion, acts of public enemy, embargo, acts of the government, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of Flagship Recreation, Flagship Recreation, upon giving prompt notice to the Customer, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the Customer shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that Flagship Recreation so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

Material Cost Escalation: If, during the performance of this contract, the cost of materials significantly increases, through no fault of Flagship Recreation, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Acceptance of Quotation:

Accepted By (Print)	Jack Linehan	PO#:	
Signature:		Email:	jack.linehan@falconheights.org
Title:		Phone:	
Date:		Purchase Amount:	\$64,622.49



Date 5/9/2025
 Expires 5/23/2025
 Quote: City of Falcon Heights
 Contact: Jack Linehan
 Phone: (651) 792-7611
 Email: jack.linehan@falconheights.org



Ship To:		Please Make PO's & Contracts Out To:	
Falcon Heights Splash Pad 2050 Roselawn Ave W Roseville, MN 55113		Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042	
Bill To:		Please Remit Payment To:	
City of Falcon Heights 2050 Roselawn Ave W Falcon Heights, MN 55113		Flagship Recreation 11123 Upper 33rd St. N Lake Elmo, MN 55042	

QTY	ITEM #	Description	UNIT PRICE	EXT. PRICE
		Falcon Heights Splash Pad Modified Pkg F (1192519-01-02)		
1	MOB	Mobilization	\$750.00	\$750.00
1	DUMPSTER	Dumpster - Disposal / Equipment Packing (30 Yard)	\$750.00	\$750.00
1	PERMIT	Domestic Spalsh Pad Permit Application (Local Permitting) *MDH public pool plan review not required for domestic system	Per Quote	\$1,250.00
0	SITE WORK	Excavation and Site Prep *Owner to provide prepped area for dry pad + wet pad with a minimum of 6" compacted aggregate base at a 12" hold down from finish grade. *Owner to provide 2" water stub with meter, shut off valve, backflow preventor, and pressure reduction valve. Owner to also supply a 4" drain to waste stub.		By Owner
1	INSTALL	Splash Pad Install - Standard Wages *Site prep-earth work beginning at the provided 12" hold down on up *Mechanicals - materials & install *Grey, Broom-Finish Concrete - wet pad & dry apron *Water spray feature install/assembly *Electrical Bonding	Per Quote	\$92,265.91
0	SECURITY	Site Security and Fencing		By Owner
0	RESTORE	Site Restoration		By Owner
1	BONDING	Payment & Performance Bond		Not Included
Subtotal				\$95,015.91
Freight				
Sales Tax				Tax Exempt Cert
Total				\$95,015.91

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State Contract #218091

***Terms: Net 30 days; 1.5% finance charge on balances over 30 days**

Terms & Conditions

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- Assembly of Play Equipment
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- Concrete for Play Equipment Footings
- Standard Insurance Offer (Detail Provided Upon Request)
- Standard Warranty Offer (Detail Provided Upon Request)
- Standard Wage Rates

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- Private Utility Locates (irrigation, low voltage, lighting, etc.)
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- Additional Labor and/or Related Costs Due to Working in Unstable Soils (Sand, Pea Rock, Mud, Poor Site Drainage, etc.)
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- Removal of Existing Play Equipment, Border or Safety Surfacing Material
- Site Work of Any Kind. Exclusions include, site grading (owner to provide max slope of 1%), site restoration, drainage, etc.
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- Bonding of Any Type
- Permits of Any Kind

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Material Cost Escalation: If, during the performance of this contract, the cost of materials significantly increases, through no fault of Flagship Recreation, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Acceptance of Quotation:

Accepted By (Print)	Jack Linehan	PO#:	
Signature:		Email:	jack.linehan@falconheights.org
Title:		Phone:	
Date:		Purchase Amount:	\$95,015.91



NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 14th day of May, 2025, by and between the CITY OF FALCON HEIGHTS, a Minnesota municipal corporation ("City"), and SAWTOOTH HOLDINGS, INC. a Minnesota corporation, dba FLAGSHIP RECREATION ("Contractor").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties:

- This Agreement.
- Exhibit A: Proposal from Flagship Recreation dated May 9, 2025 (Splash Pad Modified Package F Proposal)
- Exhibit B: Installation Quote from Flagship Recreation dated May 9, 2025

In the event of a conflict among the Contract Documents, the order listed above shall control.

2. CONTRACTOR OBLIGATIONS. Contractor shall furnish all goods, services, labor, materials, tools, equipment, and supplies necessary for the purchase, installation, and startup of a Splash Pad at Community Park in accordance with the Contract Documents. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

3. CONTRACTOR'S REPRESENTATIONS.

- Contractor has examined and carefully studied the Contract Documents.
- Contractor is familiar with and satisfied with all applicable laws and regulations.
- Contractor finds the Contract Documents sufficient to understand all terms and conditions.

4. COMPENSATION. The City shall pay Contractor for the goods and services described in the Contract Documents, not to exceed **\$170,000.00**, inclusive of reimbursable expenses. Payment shall be made periodically upon completion of services and within thirty-five (35) days of receipt of invoice.

5. COMPLETION DATE. Contractor shall complete the work on or before **May 30, 2026**, subject to weather and site conditions.

6. WARRANTY. Contractor warrants that all materials and workmanship are new and free from defects, and conform to the Contract Documents. Contractor shall correct any defects discovered within one year from completion at no additional cost to the City.

7. RIGHTS AND REMEDIES. All rights and remedies available under the Contract Documents are cumulative with rights and remedies under law.

8. INSPECTION AT DELIVERY. The City may inspect goods at delivery and either accept, request corrections, or withhold payment until corrected.

9. CHANGES TO WORK. The City may authorize changes by written amendment. Contractor shall not perform additional work without a signed amendment.

10. UNAUTHORIZED WORK. No payment shall be made for unauthorized work.

11. DOCUMENTS. All documents prepared under this Contract shall be the property of the City.

12. COMPLIANCE WITH LAWS. Contractor shall comply with all applicable federal, state, and local laws.

13. STANDARD OF CARE. Contractor shall perform all services with the care, skill, and diligence normally provided by a professional contractor in similar circumstances.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

15. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

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

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

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' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

16. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and not an employee of the City.

17. SUBCONTRACTORS. Contractor shall not subcontract services without prior written approval by the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

18. ASSIGNMENT. Neither party shall assign this Agreement without written consent of the other.

19. WAIVER. No waiver of any provision shall be valid unless in writing signed by both parties.

20. ENTIRE AGREEMENT. This is the entire agreement between the parties and supersedes all prior agreements.

21. CONTROLLING LAW. This Agreement shall be governed by Minnesota law.

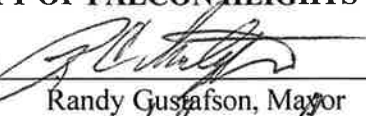
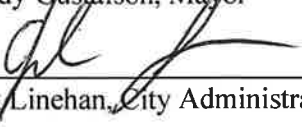
22. COPYRIGHT. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

23. RECORDS/AUDIT. Contractor shall maintain records for six years, subject to audit as required by Minnesota law. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contractor, and either the Legislative Auditor or the State Auditor as appropriate.

24. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, in handling data related to this Contract.

25. TERMINATION. The City may terminate this Agreement upon two (2) days' written notice. Contractor will be paid for goods and services provided up to termination if not in default.

Dated: May 14, 2025

CITY OF FALCON HEIGHTS
By: 
Randy Gustafson, Mayor
And: 
Jack Linehan, City Administrator

Dated: _____, 2025

**SAWTOOTH HOLDINGS, INC. DBA
FLAGSHIP RECREATION**
By: _____
Print Name: _____
Its: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Zignego Agency, Inc. 8975 33rd St N Lake Elmo, MN 55042	CONTACT NAME: Dorothy Bormet PHONE (A/C, No, Ext): 651-777-8788 E-MAIL ADDRESS: dorothea@zignegoinsurance.com FAX (A/C, No): 651-777-7730
INSURED Sawtooth Holdings Inc DBA Flagship Recreation; Simich IV, LLC 1340 Paris Trl N West Lakeland, MN 55082-1895	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 21415

COVERAGES **CERTIFICATE NUMBER: 00006839-311996** **REVISION NUMBER: 35**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BBB0958	07/14/2024	07/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6E57596	07/14/2024	07/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			6J57596	07/14/2024	07/14/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6H57596	07/14/2024	07/14/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(DPB)

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 14, 2025

No. 25-49

**A RESOLUTION AUTHORIZING A PURCHASE USING A STATE
CONTRACT WITH FLAGSHIP RECREATION NOT TO EXCEED \$170,000 FOR
THE COMMUNITY PARK SPLASH PAD**

WHEREAS, the City of Falcon Heights is undertaking a comprehensive renovation of Community Park to improve amenities for residents and visitors; and

WHEREAS, splash pad features were identified by the City Council and Parks and Recreation Commission as a priority addition to the park; and

WHEREAS, Flagship Recreation, a vendor offering Aquatix splash pad systems, was identified as a qualified provider through State Contract and proposed a package consistent with the City's goals; and

WHEREAS, the proposed splash pad will be approximately 1,200 square feet, include in-ground features for safety and multi-seasonal use, and utilize a push-button activator designed for water efficiency and operational flexibility; and

WHEREAS, the cost of materials and installation proposed by Flagship Recreation totals \$159,638.40, and staff recommends authorizing a contract not to exceed \$170,000 to allow for potential project modifications such as upgraded surfacing; and

WHEREAS, funds for this purchase are included in the 2025 Capital Improvement Plan and project budget.

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

1. The City Council hereby authorizes the purchase and installation of a splash pad for Community Park from Flagship Recreation using State Contract pricing, not to exceed \$170,000.
2. The City Administrator is hereby authorized to execute the agreement and all related documents necessary to complete the purchase and installation in accordance with the terms of the proposal.

Moved by:

Mielke

Approved by:


Randall Gustafson
Mayor

GUSTAFSON

5

In Favor

LEEHY

0

Against

MEYER

WASSENBERG

MIELKE

Attested by:


Jack Linehan
City Administrator



REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	May 14, 2025
Agenda Item	Policy H7
Attachment(s)	N/A
Submitted By	Jack Linehan, City Administrator

Item	Acceptance of Quote from MN Real Estate Appraisal Services LLC for an Appraisal Report of Parcels at 1407 Larpenteur Avenue for \$3,500
Description	The City of Falcon Heights worked with the owner of 1407 Larpenteur and the adjacent parcel to get an MPCA contamination assessment. The City Council expressed interest during the goal setting exercise to explore potentially acquiring the site to help guide the redevelopment of the site. As the first step in this process, the City would need a third party appraisal to determine fair value. The City reached out to multiple firms to get a quote for commercial appraisal. MN Real Estate Appraisal Services LLC was the only firm that had responded. Their proposal was \$3,500 to complete the assessment, with a two-week delivery of the final report.
Budget Impact	There are available funds in the budget for consulting services.
Attachment(s)	N/A
Action(s) Requested	The City Council is requested to authorize the City Administrator to accept the proposal from MN Real Estate Appraisal Services LLC for an amount of \$3,500.