

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

AGENDA
July 23, 2025 at 7:00 P.M.

- A. CALL TO ORDER: 7:02 p.m.
- B. ROLL CALL: GUSTAFSON___ LEEHY___ MEYER___
MIELKE___ WASSENBERG___
STAFF PRESENT: LINEHAN___ JOHNSON___
- C. APPROVAL OF AGENDA Leehy 4-0
- D. PRESENTATION
1. Award Contract for City Website Redesign - Resolution 25-72 Leehy 4-0
- E. APPROVAL OF MINUTES:
1. July 9, 2025 City Council Regular Meeting Minutes Mielke 4-0
- F. PUBLIC HEARINGS: 4-0
- G. CONSENT AGENDA: Wassenaar 4-0
1. General Disbursements through 7/17/25: \$251,630.01
Payroll through 7/13/25: \$23,885.55
Wire Payments through 7/13/25: \$15,900.11
2. Approval of Resolution 25-73 Accepting a Proposal from Abdo Financial Solutions for Finance Department Assessment
3. Approval of Resolution 25-74 Adopting Ramsey County Hazard Mitigation Plan
4. Approval of Resolution 25-75 Supporting MWF Properties' Application for 2025 Metropolitan Council Livable Communities Demonstration Account Funds and Transit-Oriented Development Funds
5. Approval of Resolution 25-76 Awarding Crack Sealing Project to Fahrner Asphalt Sealers, LLC
6. Lawful Gambling Regulatory Tax Reimbursement to Roseville Area Youth Hockey
- H. POLICY ITEMS:
1. Setting the Date of Wednesday, August 6th at 6:30 PM for a Joint Workshop with the Planning Commission to Discuss Les Bolstad Golf Course Sale Stakeholder Discussion
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:

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

K. ADJOURNMENT;

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	July 23, 2025
Agenda Item	D1 - Award Contract for City Website Redesign
Attachment(s)	See Below
Submitted By	Elke Johnson, Administrative and Communications Coordinator

Item	Award Contract for Website Redesign to CivicPlus
Description	On April 9, 2025, the City of Falcon Heights released a Request for Proposals for a redesign of the City's website. The last major redesign of the City's website took place in 2021. Since then, much has changed in the architecture of CMS, as well as the level of expectations of services provided by local government websites. The RFP closed on May 9, 2025, at 4:30 PM. A total of 43 proposals were received from various vendors. Because of the volume of proposals received, evaluation was completed in various rounds. 27 Proposals were eliminated in the first round as they came in over the budget of \$25,000, or they did not have experience creating websites for government entities. Proposals that moved to the next round were reviewed based on: • Compliance with Web Content Accessibility Guidelines (WCAG) 2.1 AA (or WCAG 2.2 AA, if applicable). • Government experience, specifically with municipalities • Cost • Training & Post Launch Support Based on scoring, staff created a top 5 and held demo meetings with each vendor. Ultimately, CivicPlus was selected as a finalist because their proposal was competitively priced, allowing room in the budget for potential add-ons. For compliance with WCAG Guidelines they have guardrails and compliance testers in place on the back end, as well as the inclusion of AudioEye. This tool offers automatic site remediation to ensure ADA Compliance and an accessibility toolkit to assist users visiting our site. Additionally, the site will be delivered fully in compliance with the guidelines set out by the Department of Justice. They provide unlimited support for staff, numerous webinars and training, as well as a designation client success manager.

	CivicPlus is very well known in the government website world. They have over 25 years of experience, and their solutions are chosen by over 10,000 organizations, including surrounding cities such as Roseville, Little Canada, and St. Anthony Village. CivicPlus solutions are used daily by over 340 million people in the US and Canada. The total cost for the project is \$12,035.00. Annual maintenance costs are: \$11,050.00. There is also a 5% technology fee uplift beginning in year 2 of the contract. The goal of the website redesign is to create an engaging, user-friendly site with a flexible CMS that enables city staff to provide timely, accurate, and accessible information. Staff is confident CivicPlus can provide that for the Falcon Heights Community.
Budget Impact	Budgeted \$25,000 to upgrade and maintain the website
Attachment(s)	• Executive Summary • Contract • Resolution 25-72
Action(s) Requested	Staff recommends that the City Council approve Resolution 25-72, Resolution Awarding the Contract to CivicPlus for the City Website Redesign Project

City of Falcon Heights, MN



Website Presentation

HELPING LOCAL GOVERNMENT INFORM, ENGAGE & PROTECT THEIR CITIZENS



Our viewpoint

As the recognized leader in GovTech,
we have a **pulse** on what it takes for
Local Governmental Impact in this next era



10k+
customers

100k+
public servants

340M+
residents

50
states

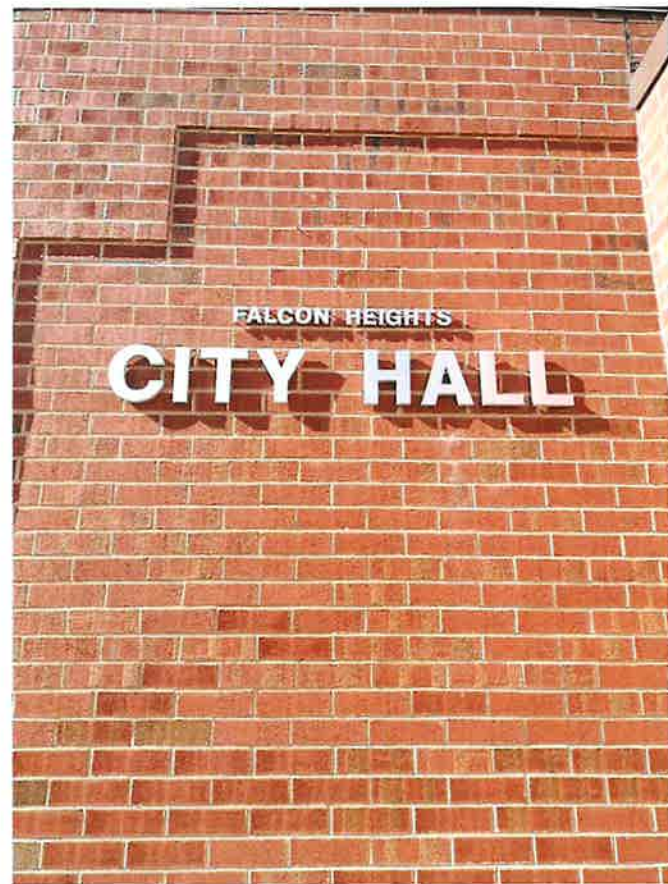
6
provinces

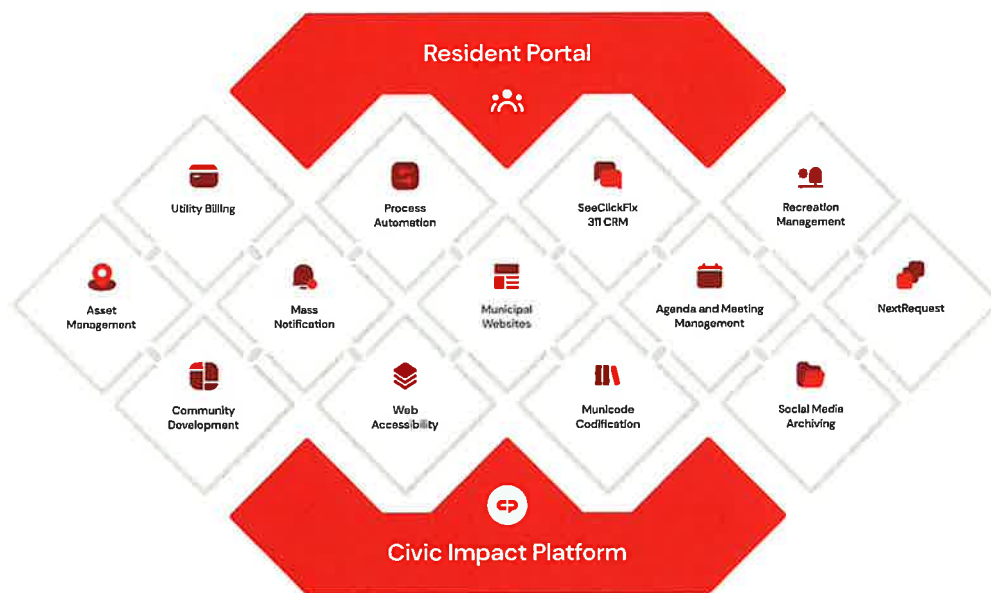
25
years



How We'll Help

- ADA Compliant WCAG 2.1 A & AA
- Promote Transparency for Residents & Visitors
- A Research Based Design w/ Strong Internet Presence
- Strategic Partnership
- Sharing Nationwide Community Insight
- Beautiful UX/UI Navigation Experience for all users
- Encourage Municipal Economic Development
- Website Flexibility. Growing as the City Grows
- Multiple Calendars and Events
- Easily Handled by Small Staff
- Email, Text, and Alerts on the Website
- Embed Social Media Platforms
- Multiple Software Options for other Departments
- Accessible on Any Device
- FREE Ongoing Support & Website Training





single sign on | security | scalability | governance | payments | search | mobile | AI chatbots | APIs



Trusted Partner Services for Civic Impact

Implementation

Proven methodology
across thousands of clients

Goals-based planning
with a phased delivery approach

Dedicated CSM to ensure
continuity and success

Training to drive
adoption and efficiency

Optimization

Designated account manager to
optimize interna/external engagement

Gap analysis, expansion planning,
grow and scale services

Tool consolidation,
cross-product synergy

Alignment and business reviews to
track progress and outcomes

Advisory

Award-winning technical support
team, 24/7 access

Professional and legal services
for ongoing guidance

Expertise from the experts: former
civic leaders with decades of
experience

CLIENT
SATISFACTION

96%

CLIENT
RETENTION

98%

STEVIE
AWARDS

17



Purpose Built Website Design - Goals

1. Stunning Design

- A site that reflects the uniqueness and beauty of your community
- A site that fosters pride

2. Resident Self-Service Capabilities

- Industry-Leading Search Functionality
- Email & Text subscriptions
- 2-Click Navigation Methodology

3. Easy to Use for Staff

- No Web Experience Needed - Easy for staff with varying levels of IT experience to make content-rich updates
- Time-Saving - integrations with core solutions
- Future Proof - As you grow and your priorities evolve, our solutions will scale with you to optimize efficiency, transparency, and resident engagement capabilities



Purpose Built Website Design - Features

Included Features

- Responsive Mobile Friendly Design
- ★ Graphic Links
- ★ Advanced Page Editor
- ★ Staff Directory
 - Best-in-Class Predictive Search Engine
 - Social Media Integration
 - Photo Album Slideshows
 - Google Maps Integration
- ★ Document Center
 - Image auto-scaling and resizing
 - Site Metrics (Google Analytics)
 - Scheduled Publish On/Off Dates
 - Unlimited User Logins
 - Unlimited Content Creation
 - Live Page Word-like WYSIWYG Editor
- ★ NotifyMe (Email & Text Subscriptions)
- Private Pages
- YOU OWN RIGHTS TO ALL YOUR DATA

- ★ Unlimited Online Fillable Forms
- ★ Emergency Alerts
- ★ Newsflash
- ★ Agendas Center/Minutes/Videos
- ★ Event Calendar
 - Page Versioning / Audit Trail
 - Latest News / Press Releases
 - Anti-Spam Controls
 - Email Harvesting Protection
 - Broken Link Finder
 - Dynamic Sitemap
 - Support for Windows, Mac, Linux
 - Video Integration (YouTube, Vimeo, etc.)
 - Organization/Staff Directory
- ★ Frequently Asked Questions (FAQs)
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer-Friendly Pages

Add-On Features

- Facilities Reservations
- Online Activities Registrations
- Archive Center
- Bid Postings
- Blog Module
- Jobs Module
- Opinion Polls
- Real Estate Locator
- 311 Citizen Requests (SeeClickFix)
- CivicSend – Newsletter Creation Module
- Specialty Sub-Site Graphic Designs
- Integrable CivicPlus Chatbot

★ = Modules



Purpose Built Website Design - Differentiators

- **1) All Websites Launch ADA Compliant (WCAG 2.1 AA)**
 - ADA Compliant Style-Guide (Fonts, Font Sizes, Font Colors and HTML Structure)
 - Trusted for Compliance and Security
 - + More Web Governance and Compliance Services Available: [AudioEye](#) or [Acquia Optimize](#)
- **2) Full Suite of Products Designed to Empower Staff and Delight Residents**
 - Best-of-Breed, easy-to-use, integrated solutions built to enable a one-stop, frictionless, and personalized resident experience
- **3) All Websites are Optimized for Mobile Devices**
 - 7/10 Visitors to your City Website will come from a cellphone, tablet, or hand-held device.
- **4) We Do All The Heavy Lifting**
 - We migrate your current content into optimized pages, human-centered site navigation, and multi-directional pathways
- **5) MORE THAN "JUST A WEBSITE"**
 - Greater Transparency, Online Self-Service, Build Resident Trust, Time Saver, Seamless Integrations of Solutions
- **6) Customer Service and Award-Winning Support**
 - You will be well-trained before going live via. FREE support resources available
 - 24/7 Technical Support and Knowledge Management Team
 - Support Access by Phone, Email, Online Helpdesk, Online Help Chat
 - Customer Success Manager Remains in Regular Touch with You Throughout the Life of Your Website



Approach & Project Timeline

10 – 12 Weeks

Premium Design Configuration



1

Initiate

PROJECT KICKOFF MEETING

Review deliverables, outline process, assign action items



2

Analyze

DESIGN & ARCHITECTURE

Discuss design preferences and vision



3

Site Implementation

IMPLEMENT DESIGN

Design is created, reviewed and approved in JPG format



4

Content Development

DEPARTMENT SPECIFIC MODULES AND CONTENT

Migrate webpages, documents, and files



5

Educate

USER TRAINING

CivicCMS will provide system training to empower users with the skills needed to maintain the website.

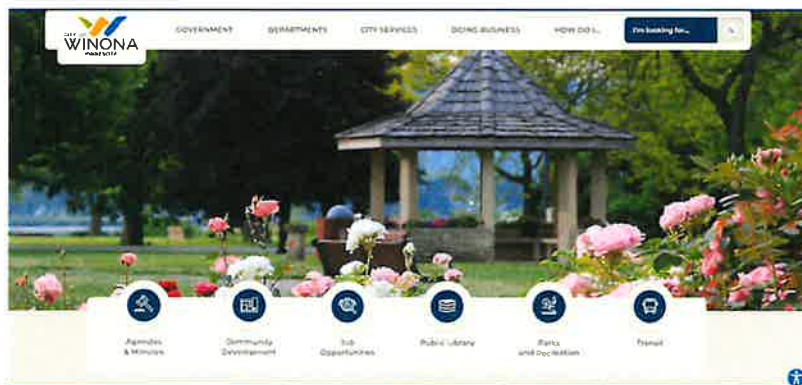


6

Launch

WEBSITE LAUNCH

The new website is scheduled to be made available to the public with live domain name.

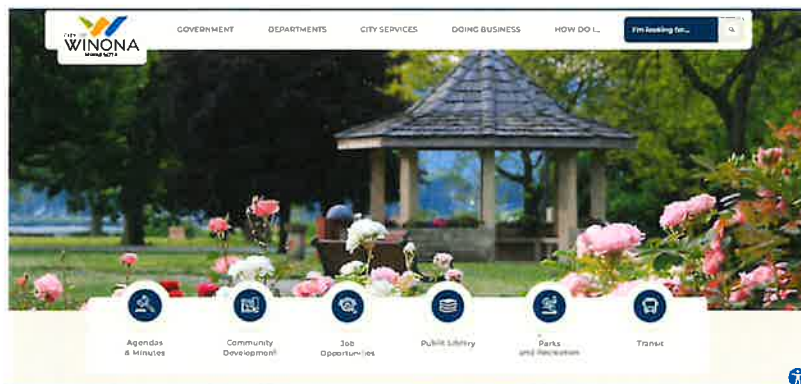


Premium Design (Custom)

- Custom Design (1 Advanced Design)
- 11+ Modules
- Hosting & Security
- 2+ Years of Agenda Migration
- 150 Pages of Content Migration
- Live Individual Website Training
- Cloudflare Security Tier 1
- AudioEye Accessibility

Initial Term: \$9,661

Annual Recurring: \$8,676



Premium Design

CivicSend

~~+\$750 OT~~ / \$2,374 Annually



Initial Term: \$12,035

Annual Recurring: \$11,050

Thank You



Richard L Jones
Solutions Consultant



785-323-4713



302 South 4th Street, Suite 500
Manhattan, Kansas 66502



www.civicplus.com



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-98715-1
4/21/2025 11:15 PM
6/20/2025

Client:
City of Falcon Heights, MN

Bill To:
FALCON HEIGHTS CITY, MINNESOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Jones	785.323.4713	rjones@civicplus.com		Net 30

PREMIUM DESIGN CONFIGURATION W/
48 MO REDESIGN

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Starter Premium Annual Fee	Municipal Websites Central: Starter Premium Annual Fee	USD 4,394.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -439.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 800.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -80.00
1.00	Municipal Websites Central: Starter Guardian Security (Cloudflare WAF/CDN)	Starter Cloudflare Tier 1 WAF/CDN security protection	USD 300.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD 0.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.falconheights.org/	USD 189.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -18.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup: https://www.falconheights.org/	USD 142.20
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.falconheights.org/	USD 89.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -8.00
1.00	Municipal Websites Central : Starter Premium Implementation	Central Starter Premium Implementation includes virtual system training - up to 2 blocks for up to 3 users, migration of up to 150 pages of content, and migration of the current year plus two previous years of simple meeting agendas and minutes.	USD 1,387.80
1.00	Municipal Websites Central: Starter 48 Month Premium Redesign Annual Fee	48 Month Premium Redesign Annual Fee - Central Starter	USD 404.00

AUDIOEYE

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: https://www.falconheights.org/	USD 2,500.00

CIVICSEND

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	CivicSend Annual - Municipal Websites Central	CivicSend Annual	USD 2,374.00
1.00	CivicSend Implementation - Municipal Websites Central	CivicSend Implementation	USD 0.00

List Price - Initial Term Total	USD 13,500.00
Total Investment - Initial Term	USD 12,035.00
Annual Recurring Services (Subject to Uplift)	USD 11,050.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-98715-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Printed Name:

Jack Linehan

Title:

City Administrator

Date:

7/23/25

CivicPlus

By (please sign):

Printed Name:

Title:

Date:

Organization Legal Name:

Jack Linehan

Billing Contact:

City Administrator

Title:

651-792-7600

Billing Phone Number:

mcu@falconheights.org

Billing Email:

2077 Carpenter Ave. W.

Billing Address:

Falcon Heights, MN 55113

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 23, 2025

No. 25-72

**RESOLUTION AWARDING THE CONTRACT TO CIVICPLUS FOR THE CITY WEBSITE
REDESIGN PROJECT**

WHEREAS, on April 9, 2025, the City issued a Request for Proposals (RFP) for a website redesign with a budget not to exceed \$25,000; and

WHEREAS, the City received 43 proposals by the submission deadline of May 9, 2025 at 4:30 PM; and

WHEREAS, 27 proposals were eliminated in the first round due to being over budget or lacking demonstrated experience with municipal website design; and

WHEREAS, the remaining proposals were evaluated based on compliance with WCAG 2.1 or 2.2 AA accessibility standards, experience with local governments, cost, and training and post-launch support; and

WHEREAS, following review and scoring, staff conducted live demonstrations with the top five vendors and ultimately selected CivicPlus as the most responsive and qualified proposer; and

WHEREAS, CivicPlus's proposal included a competitively priced base project cost of \$12,035.00 and robust accessibility features such as built-in WCAG compliance, AudioEye integration, and Department of Justice guideline adherence; and

WHEREAS, CivicPlus has over 25 years of experience and serves more than 10,000 government organizations across the U.S. and Canada, including neighboring cities such as Roseville, Little Canada, and St. Anthony Village; and

WHEREAS, CivicPlus provides unlimited support, comprehensive training resources, and a dedicated client success manager, ensuring long-term service and value; and

WHEREAS, the City will enter into a contract with CivicPlus for the website redesign and ongoing annual maintenance at \$11,050.00, with a 5% technology fee increase beginning in year two.

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

1. That the proposal from CivicPlus is accepted as the most qualified and cost-effective response to the City's website redesign RFP.
2. CivicPlus is selected as the City's vendor for website redesign and hosting services.

3. The Mayor and City Administrator are authorized to enter into a contract with CivicPlus upon terms approved by the City Administrator for an amount not to exceed \$12,035.00 for the redesign and \$11,050.00 annually for ongoing maintenance, with a 5% annual technology fee increase beginning in year two.

ADOPTED by the Falcon Heights City Council this 23rd day of July, 2025.

Moved by:

Leehy

Approved by:



Randall C. Gustafson
Mayor

GUSTAFSON

LEEHY

MEYER

WASSENBERG

MIELKE

4 In Favor

0 Against

Attested by:


Jack Linahan
City Administrator

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

MINUTES
July 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__

STAFF PRESENT: LINEHAN_X_

- C. APPROVAL OF AGENDA

Councilmember Leehy motions to approve the agenda;
Approved 3-0

- D. PRESENTATION

1. Proclamation Recognizing St. Anthony Police Sergeant Jim South

Gustafson invites St. Anthony Police Chief Jeff Spiess.

Spiess provides a summary of the incident that took place on the evening of May 5th, highlighting Sergeant South's empathy for a person in crisis and expertise in crisis negotiations, resulting in a peaceful resolution. He exemplified what the department stands for, and they will continue to participate in crisis training. He appreciates the support from all the officers who showed up at the meeting tonight.

Gustafson reads the Proclamation Recognizing St. Anthony Police Sergeant Jim South.

Councilmember Mielke motions to approve Resolution 25-67 Recognizing St.
Anthony Police Sergeant Jim South;
Approved 4-0

Sergeant South is appreciative of the honor and thanks the council, the department, and others who were involved that evening.

Council expresses its gratitude for Sergeant South's work, the department's expertise and training opportunities, and for having them back serving Falcon Heights.

2. Bond Series 2025A Sale

Linehan explains that as part of the Bond sale, the city went through a revised credit rating through S&P Global. They reaffirmed the City's AAA rating, which is rare for a community of this size. Bond interest rates change daily, and because of this volatility,

the sale was finalized the day of the meeting. The lowest bidder was Baird, out of Milwaukee, offering an average interest rate of 3.484%. This amount was significantly less than the original estimates of 4%. Additionally, \$170,000 was reduced off the bond amount due to the premium bid discount, which is where bidders offer cash considerations as well. The City utilizes this amount to reduce the bond down to \$1,885,000.

Todd Hagen, Bond Consultant, explains that because the city has not gone out for a bond sale in a while, it was important to get a new rating. He also provides an overview of what the process of a bond rating looks like. He highlights the sale day report. Regarding the bond, there were a total of 5 bidders. The best bid is from Baird, out of Milwaukee. This will close on July 24th.

Council thanks Todd Hagen, Ehlers, and the finance staff for their assistance with the bond sale.

Councilmember Leehy motions to approve Resolution 25-68 Accepting Proposal on the Sale of \$1,885,000 General Obligation Tax Abatement and Improvement Bonds, Series 2025a, Providing for Their Issuance and Pledging for the Security Thereof Special Assessments and Abatements and Levying a Tax for the Payment Thereof;
Approved 4-0

E. APPROVAL OF MINUTES:

1. June 25, 2025 City Council Regular Meeting Minutes

Councilmember Meyer motions to approve the meeting minutes;
Approved 4-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 7/2/25: \$11,672.41
Payroll through 7/1/25: \$24,214.60
Wire Payments through 7/3/25: \$17,525.17
2. Approval of City Licenses
3. Approval of Resolution 25-69 Accepting the Resignation of Sophie Nagel from the Environment Commission
4. Approval of Resolution 25-70 Reappointing Beth Mercer-Taylor to the Environment Commission
5. Approval of Pay Estimate #2 to Bituminous Roadways, Inc. for the 2025 Pavement Management Project

Councilmember Meyer approved the consent agenda;
Approved 4-0

Gustafson thanks Sophie Nagel and Beth Mercer-Taylor for their work on the Environment Commission.

H. POLICY ITEMS:

1. Approval of Resolution 25-71 Confirmation of Intent to Not Pursue Purchase of 2275
Larpenteur - Les Bolstad Golf Course Property

Linehan explains that on Friday, June 6th, the City of Falcon Heights was notified of the University of Minnesota's intent to pursue the sale of the Les Bolstad Golf Course property. As part of the University of Minnesota's policy for disposing of surplus property, the U of M offers the property to the city, county, and state in which the property lies for consideration of purchase at fair market value before going to the market. The price will be determined by two appraisals for fair market value, which have not yet been completed.

The city does not have the financial ability to purchase the entire property. It is important to note that the City's subdivision ordinance requires 10% of land in a development to be dedicated to parkland and open space, or roughly 14 acres. The City Council's declaration of no intent to pursue the purchase of the golf course property does not remove the City's ability to consider purchasing portions of the property in the future.

Meyer wonders about the parkland dedication. Linehan notes that this is in the city code. When public land gets subdivided or sold to a private party, it will go through the subdivision ordinance. It is a requirement for the developer to dedicate land to parkland. 10% is the minimum.

Leehy wonders if the University reached out to everyone at once or started with the city and then moved up to the county and state. Linehan answers, they reached out to everyone at the same time.

The Council agrees it is not feasible for Falcon Heights to purchase the Les Bolstad golf course, but they will have active participation in the process. Linehan adds that as interested parties are starting to reach out to the city, it's in the very early stages for the city as well. The corridor study helped with preplanning. As of now the intent of the U of M is to sell the entire property to one buyer through an RFP process.

Councilmember Mielke motions to approve Resolutions 25-71 Confirming Intent
Not to Pursue the Purchase Of 2275 Larpenteur Avenue - Les Bolstad Golf Course
Property;
Approved 4-0

I. INFORMATION/ANNOUNCEMENTS:

Leehy thanks all the residents who participated in the Restoration and Unity Days.

Meyer is looking forward to Ice Cream Social at Falcon Heights City Hall, on July 17 from 5 - 7 PM. He encourages Night to Unite registration that is happening in August.

Mielke highlights the city's first lawn and garden tour on Saturday, July 19, where residents can learn from their neighbors about everything in the gardens.

Gustafson also appreciated the Unity Day event and looks forward to the garden tour and the Night to Unite.

Linehan explains that Bituminous Roadway put down the final layer of pavement in Falcon Woods, and the final layer will be added in the Northome neighborhood in the following week. Staff is also getting ready for State Fair mailings for resident passes, and they also started the recruitment process for parking ambassadors.

J. COMMUNITY FORUM:

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

K. CLOSED SESSION

- a. Closed Session to review confidential or protected nonpublic appraisal data and to discuss offer for the purchase of real property located at 1407 Larpenteur Avenue, in Falcon Heights, pursuant to Minn. Stat. 13D.05 Subd. 3(c)(1) and (2).

L. ADJOURNMENT: 7:57

Dated this 23th day of July, 2025



Jack Linehan, City Administrator



Randall C. Gustafson, Mayor

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7/17/2025 2:37 PM
 PACKET: 03418 July 17 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. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
0869		BENEFIT EXTRAS, INC					
I-1326376		Flex Admin Fee 3rd Qtr		120.00			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Flex Admin Fee 3rd Qtr			101 4112-89000-000	MISCELLANEOUS	120.00
=== VENDOR TOTALS ===				120.00			
01-03123		CINTAS CORPORATION					
I-4232603767		Floor Mats Svc 6/4		104.40			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Floor Mats Svc 6/4			101 4131-87010-000	CITY HALL MAINTENANCE	104.40
I-4234082876		Floor Mats Svc 6/18		104.40			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Floor Mats Svc 6/18			101 4131-87010-000	CITY HALL MAINTENANCE	104.40
=== VENDOR TOTALS ===				208.80			
01-06024		ON SITE SANITATION					
I-1918300		Portable Toilet Curtiss July		260.00			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Portable Toilet Curtiss July			601 4601-85080-000	PORTABLE TOILET PARKS	260.00
I-1918301		Portable Toilet Comm Park Jul		260.00			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Portable Toilet Comm Park July			601 4601-85080-000	PORTABLE TOILET PARKS	260.00
=== VENDOR TOTALS ===				520.00			
06112		PIONEER PRESS					
I-0625572540		Legals June		125.40			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Legals June			101 4111-70410-000	LEGAL NOTICES	125.40
=== VENDOR TOTALS ===				125.40			
01-05870		XCEL ENERGY					
I-934503221		Electricity		31.44			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Electricity			101 4121-85020-000	ELECTRIC	31.44
I-935416407		Electricity		24.38			
7/17/2025	APBNK	DUE: 7/17/2025 DISC: 7/17/2025			1099: N		
		Electricity			101 4141-85020-000	ELECTRIC/GAS	24.38
=== VENDOR TOTALS ===				55.82			
=== PACKET TOTALS ===				1,030.02			

7/10/2025 3:36 PM
 PACKET: 03415 July 10 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. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
0001	CAMPBELL KNOTSON					
I-332		June General Legal Matters	699.20			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: Y		
		June General Legal Matters		101 4114-80200-000	LEGAL FEES	699.20
=== VENDOR TOTALS ===			699.20			
=====						
01-03110	CENTURY LINK					
I-202507109236		Lift Station Auto Dialer June	76.77			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Lift Station Auto Dialer June		601 4601-85011-000	TELEPHONE - LANDLINE	76.77
=== VENDOR TOTALS ===			76.77			
=====						
01-06290	CITY OF ROSEVILLE					
I-242403		Engineering	23,136.79			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Engineering April		101 4133-80100-000	ENGINEERING SERVICES	523.60
		Engineering April		424 4424-80100-000	ENGINEERING	5,627.83
		Engineering May		424 4424-80100-000	ENGINEERING	16,985.36
=== VENDOR TOTALS ===			23,136.79			
=====						
01-04066	RANDALL GUSTAFSON					
I-202507109237		Conference Mileage	211.40			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Conference Mileage		101 4111-86100-000	CONFERENCES/EDUCATION/TR	211.40
=== VENDOR TOTALS ===			211.40			
=====						
01-0950	STEPHANIE HUBBARD					
I-202507109238		Recreation Scholarship	25.00			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Recreation Scholarship		201 4201-88600-000	RECREATION SCHOLARSHIPS	25.00
=== VENDOR TOTALS ===			25.00			
=====						
01-05235	JAN-PRO CLEANING SYSTEMS					
I-136660		Janitorial Services July	550.00			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Janitorial Services July		101 4131-87010-000	CITY HALL MAINTENANCE	550.00
=== VENDOR TOTALS ===			550.00			

7/10/2025 3:36 PM
 PACKET: 03415 July 10 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
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A/P Regular Open Item Register

PAGE: 2

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
0058	JOSH JORDAN						
I-202507109239		Tae Kwon Do 6/3 - 7/17	742.40				
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025			1099: Y		
		Tae Kwon Do 6/3 - 7/17			201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	742.40
		=== VENDOR TOTALS ===	742.40				
01-05440	LOFFLER COMPANIES, INC						
I-5062079		Copier Charge June	246.50				
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025			1099: N		
		Copier Charge June			101 4112-87000-000	REPAIR OFFICE EQUIPMENT	246.50
		=== VENDOR TOTALS ===	246.50				
01-05908	METRO-INET						
I-2841		July IT	4,441.00				
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025			1099: N		
		July IT			101 4116-85070-000	TECHNICAL SUPPORT	4,441.00
		=== VENDOR TOTALS ===	4,441.00				
01-05273	MN PUBLIC EMPLOYEES INSURANCE						
I-1534806		August Health & Dental Ins	12,883.72				
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025			1099: N		
		August Health & Dental Ins			101 4112-89000-000	MISCELLANEOUS	12,883.72
		=== VENDOR TOTALS ===	12,883.72				
01-06002	NINENORTH						
I-2025-096		Webstreaming/Cablecast June	1,088.25				
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025			1099: N		
		Webstreaming/Cablecast June			101 4116-85050-000	CABLE TV	1,088.25
		=== VENDOR TOTALS ===	1,088.25				
01-06030	ROLAND OLSON						
I-202507109240		May & June Mileage Reimburse	76.44				
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025			1099: N		
		May & June Mileage Reimburse			101 4113-86010-000	MILEAGE	76.44
		=== VENDOR TOTALS ===	76.44				

7/10/2025 3:36 PM
 PACKET: 03415 July 10 Payables
 VENDOR SET: 01 City of Falcon Heights
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A/P Regular Open Item Register

PAGE: 3

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
5184	RAMSEY COUNTY -	POLICE AND 911				
I-EMCOM-012618		911 Dispatch Services June	3,265.83			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		911 Dispatch Services June		101 4122-81200-000	911 DISPATCH FEES	3,265.83
I-EMCOM-012635		CAD Services June	490.75			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		CAD Services June		101 4122-81200-000	911 DISPATCH FEES	490.75
=== VENDOR TOTALS ===			3,756.58			
01-05870	XCEL ENERGY					
I-934042565		Electricity	13.85			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	13.85
I-934069536		Electricity	12.19			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	12.19
I-934142021		Electricity	26.28			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	26.28
I-934178472		Electricity	52.99			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	52.99
I-934224607		Electricity	12.02			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	12.02
I-934245111		Gas	65.99			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Gas		101 4131-85030-000	NATURAL GAS	65.99
I-934248034		Electricity	15.03			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	15.03
I-934248198		Electricity	251.27			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		101 4131-85020-000	ELECTRIC	251.27
I-934322855		Electricity	56.14			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	56.14

7/10/2025 3:36 PM

A/P Regular Open Item Register

PAGE: 4

PACKET: 03415 July 10 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
*****ID*****						
*****DESCRIPTION*****						
*****ACCOUNT NAME*****						
*****DISTRIBUTION*****						
*****CONTINUED *****						
07/10/2025	XCEL ENERGY	(** CONTINUED **)				
I-934359580		Electricity	67.23			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	67.23
I-934400023		Electricity	66.42			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	66.42
I-934443636		Electricity	30.71			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		101 4141-85020-000	ELECTRIC/GAS	30.71
I-934459459		Electricity	2,366.37			
7/10/2025	APBNK	DUE: 7/10/2025 DISC: 7/10/2025		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	2,366.37
=== VENDOR TOTALS ===			3,036.49			
=== PACKET TOTALS ===			50,970.54			

7/09/2025 1:43 PM
 PACKET: 03413 July 9 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. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
0875	BHE COMMUNITY SOLAR, LLC					
I-12208748		Solar Garden Electric May	1,272.54			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Solar Garden Electric May		101 4137-85025-000	SOLAR ELECTRIC	1,272.54
=== VENDOR TOTALS ===			1,272.54			
01-07228	CITY OF ST ANTHONY					
I-4596		June 2025 Police Services	115,721.58			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		June 2025 Police Services		101 4122-81000-000	POLICE SERVICES	115,721.58
=== VENDOR TOTALS ===			115,721.58			
01-05930	GOFF PUBLIC					
I-51386		Public Relations Consult June	112.50			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Public Relations Consult June		101 4112-80330-000	CONSULTANT	112.50
=== VENDOR TOTALS ===			112.50			
01-05948	HOFFMAN WEBER CONSTRUCTION					
I-202507099234		Refund Double Payment #202514	542.08			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Refund Double Payment #2025145		101 32210-000	BUILDING PERMITS	542.08
=== VENDOR TOTALS ===			542.08			
01-05886	KELLY & LEMMONS P.A.					
I-65722		June Prosecutions	2,500.00			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: Y		
		June Prosecutions		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			
01-05947	MCFOA					
I-02707		MCFOA Membership - Kelly	50.00			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		MCFOA Membership - Kelly		101 4112-86110-000	MEMBERSHIPS	50.00
=== VENDOR TOTALS ===			50.00			

7/09/2025 1:43 PM
 PACKET: 03413 July 9 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 2

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
665		METROPOLITAN COUNCIL				
I-1190637		August Waste Water Services	61,055.44			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		August Waste Water Services		601 4601-85060-000	METRO SEWER CHARGES	61,055.44
=== VENDOR TOTALS ===			61,055.44			
01-05357		MINNESOTA POLLUTION CONTROL AG				
I-9900074623		Waste Water Training	195.00			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Waste Water Training		601 4601-86100-000	TRAINING AND OSHA TNG	195.00
=== VENDOR TOTALS ===			195.00			
01-06053		O'REILLY AUTO PARTS				
I-3243-480110		Street Sweeper Fluids	59.97			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Street Sweeper Fluids		101 4132-70120-000	SUPPLIES	59.97
=== VENDOR TOTALS ===			59.97			
01-06185		RAMSEY COUNTY				
I-PRRRV-003590		3rd Qtr Election Contract	5,994.00			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		3rd Qtr Election Contract		101 4115-80300-000	ELECTION CONTRACT	5,994.00
=== VENDOR TOTALS ===			5,994.00			
01-06483		SENTRY SYSTEMS, INC.				
I-803201		Commercial Monitoring 7/1-9/3	94.50			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Commercial Monitoring 7/1-9/30		101 4131-87100-000	PANIC BUTTON SECURITY	94.50
=== VENDOR TOTALS ===			94.50			
01-05374		TENNIS SANITATION LLC				
I-4356734		Recycling June	10,442.25			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Recycling June		206 4206-82030-000	RECYCLING CONTRACTS	10,442.25
I-4356735		SWMT&CEC June	73.16			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		SWMT&CEC June		101 4131-87010-000	CITY HALL MAINTENANCE	73.16
=== VENDOR TOTALS ===			10,515.41			

7/09/2025 1:43 PM

A/P Regular Open Item Register

PAGE: 3

PACKET: 03413 July 9 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
7/432		TOFT'S OUTDOOR SUPPLY				
I-7480		Brush Disposal 7/1	265.00			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Brush Disposal 7/1		101 4134-84010-000	TREE TRIMMING	265.00
		=== VENDOR TOTALS ===	265.00			
01-05851		TRICON AMERICAN HOMES				
I-202507099235		Refund Rental License -Reissu	51.43			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Refund Rental License -Reissue		101 32150-000	RENTAL HOUSING LICENSE	51.43
		=== VENDOR TOTALS ===	51.43			
01-07069		VIKING AUTOMATIC SPRINKLER COM				
I-1025-F427787		Hydrostatic Inspection	1,200.00			
7/09/2025	APBNK	DUE: 7/09/2025 DISC: 7/09/2025		1099: N		
		Hydrostatic Inspection		101 4131-87010-000	CITY HALL MAINTENANCE	1,200.00
		=== VENDOR TOTALS ===	1,200.00			
		=== PACKET TOTALS ===	199,629.45			

**** DIRECT DEPOSIT LIST ****

PAY PERIOD ENDING 7/13/2025
DIRECT DEPOSIT EFFECTIVE DATE 7/15/2025

EMP #	NAME	AMOUNT
006	JACK LINEHAN	2,842.02
1-1027	KELLY A NELSON	2,411.98
1-1029	ELKE JOHNSON	1,771.60
1-1136	ROLAND O OLSON	3,109.55
1-1162	ALYSSA LANDBERG	2,579.50
1-1028	HANNAH B LYNCH	2,836.21
1-1168	DEAN T POPE	1,718.09
1-1033	DAVE TRETSVEN	1,970.93
1-1143	COLIN B CALLAHAN	2,895.02

TOTAL PRINTED: 9 22,134.90

7-15-2025 6:07 AM
PAYROLL NO: 01 City of Falcon Heights

PAYROLL CHECK REGISTER

PAGE: 1
PAYROLL DATE: 7/15/2025

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1167	SIMONS, DAVID S	R	7/15/2025	1,750.65	094353

7-15-2025 6:07 AM
PAYROLL NO: 01 City of Falcon Heights

PAYROLL CHECK REGISTER

PAGE: 2
PAYROLL DATE: 7/15/2025

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	1,750.65
DIRECT DEPOSIT REGULAR CHECKS:	9	22,134.90
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	10	23,885.55

*** NO ERRORS FOUND ***

* END OF REPORT **

WIRE PAYMENTS

	July 15 payroll
Fed With	8,985.21
St With	1,699.16
Pera	4,965.74
ICMA	250.00
	15,900.11

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	July 23, 2025
Agenda Item	G2
Attachment(s)	Proposal; Resolution 25-73
Submitted By	Jack Linehan, City Administrator

Item	Resolution 25-73 Authorizing Acceptance of a Proposal with Abdo Financial Solutions for a Finance Department Assessment Not to Exceed \$5,900
Description	The City of Falcon Heights is preparing for the upcoming retirement of Roland Olson, who has served as Finance Director for nearly three decades. His departure represents a significant transition and an opportunity to assess and modernize the City's financial operations. Assistant Finance Director Alyssa Landberg is ready to assist in the transition, but there still will be additional needs for finance operations to go from two full-time staff down to one. To assist in this transition and evaluate our needs, staff recommends engaging Abdo Financial Solutions (Abdo) to perform a process evaluation of the Finance Department. This assessment will identify potential improvements to internal controls, technology use, staff development, and operational efficiency. The evaluation will also help clarify long-term staffing and service needs moving forward. Abdo has significant experience working with cities in a wide variety of situations, from abrupt departures of finance directors to long-term staffing support for finance operations. Additionally, as the city does not have any ongoing financial business with Abdo, it will be good to bring them in as a neutral firm to evaluate our operations and make recommendations for how to staff or assign duties.
Budget Impact	Funds are budgeted in the 2025 Administration - Consulting Line
Attachment(s)	• Process Evaluation Proposal • Resolution 25-73
Action(s) Requested	Authorize the City Administrator to enter into an agreement with Abdo Financial Solutions to perform a one-day onsite evaluation of the City's Finance Department at a cost of \$5,900.



SERVICE PROPOSAL FOR

City of Falcon Heights

2077 West Larpenteur Avenue, Falcon Heights, Minnesota 55113

July 14, 2025

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

Abdo
Financial
Solutions

Proposed by

Jean McGann, CPA

Partner | Abdo

jean.mcgann@abdofs.com

P 952.715.3059

Jack Linehan, City Administrator
City of Falcon Heights
2077 West Larpentour Avenue
Falcon Heights, Minnesota 55113
July 14, 2025



Dear Jack,

Thank you for the opportunity to submit this proposal to the City of Falcon Heights, Minnesota (the City), for a one-day assessment of finance and accounting functions. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions (Abdo FS), will provide the City with excellent financial services.

We are confident our solution will offer the City advanced insights, provide public finance guidance, and serve as an experienced partner to assist the City. Our proposal is based on the needs of the City as discussed with you at our initial kick-off discussion and the experiences we have had working with other cities. This proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract is yet to be determined as it is dependent on when transitions in the Finance Department occur.

An Abdo FS representative will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page. Services will also be performed remotely as necessary.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and developing a long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions

Jean McGann, CPA

Partner | Abdo

The current state

WHAT WE HEARD

We understand the challenges you face as an organization with ever-changing regulations, financial standards and staffing changes. Through our conversations, we understand these challenges to include:

- **Challenge 1** – With the transition of long-tenured staff comes the loss of historical knowledge as well as the opportunity to assess current practices and procedures. The City has expressed interest in expanding use of technology, eliminating spreadsheets, and increasing efficiencies.
- **Challenge 2** – In addition to the transition of long-tenured staff, the City has a finance team that is eager to take on additional responsibilities and would appreciate the coaching, guidance, and training to ensure they are adhering to financial standards, increasing efficiencies, and staying in compliance with statutory regulations.

CONSIDERATIONS AS YOU MOVE FORWARD

Given these challenges you're facing, we know that it can become overwhelming to grasp all the factors at play. Our team wants to ensure you have a pulse on all of these factors as you begin your search for solutions. Have you considered the following:

- Consideration 1: The City has expressed they may need outside assistance for some of the higher level/ strategic areas and potentially for other areas as well. To assist the City in determining what specific areas have a gap, Abdo is proposing to do an assessment of the Finance Department. This assessment will gather information about processes and procedures, internal controls, and how technology is being used.
- Consideration 2: The outcomes of the one-day assessment will be shared with Management and we will then collaborate to determine the best path forward for the City. By doing the assessment, there will be a clear direction and specific areas to focus on.

The path forward

WHAT'S YOUR VISION?

Let's build it together. With knowledge and care, Abdo lights your path forward—illuminating opportunity and fueling your confidence to navigate the future. What do you envision for your future? We believe it could look something like this:

- A Finance department that embraces technology and utilizes all the functionality of the existing software.
- Spreadsheets that contain information that can be processed in the software have been eliminated.
- The Finance team has adequate time to spend doing financial analysis rather than having to do data entry.

EXPERTISE FOR YOUR CHALLENGES

In the government space, your organization faces unique challenges that require a specific understanding of government regulations and operations. Our team not only has experience working with governmental entities, but many came directly from city administration and finance offices, giving them a unique understanding of the challenges you face.



Meet Ashley

Ashley Feldewerd
Senior Manager

Ashley has over 10 years of experience working with local governments in administration and finance and 3 years of experience working at a financial institution in administration and finance. Her speciality is budgeting, payroll, bank reconciliation, accounts receivable, accounts payable and automation, sales tax, and process assessments.



Meet Tessa

Tessa Beuning
Senior Manager

Tessa has over 18 years of experience working in local government finance and accounting. Experience in analyzing processes and proving recommendations to increase the efficiency, accuracy, and transparency



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work.

We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

[LEARN MORE ON OUR WEBSITE](#)

Your Team

At Abdo, we believe that trust is a vital component in the success of our partnership. That trust requires an understanding of your needs and confidence in the expertise of your engagement team. That's why we've curated a team with relevant experience and first-hand knowledge of the challenges you face. Many of our advisors have worked in government finance offices for decades, cultivating the same experiences you currently face. This depth of understanding can lead to a comprehensive view of your challenges, potential cost reductions, and a quicker road to results.

KEY CONTACTS

Key team members are briefly profiled below, with additional staff providing support as needed throughout the engagement.



JEAN MCGANN, CPA

Partner

jean.mcgann@abdofs.com

P 952.715.3059

With over 30 years of experience in government finance and auditing, Jean understands the complexities of government finance. During this engagement, she'll oversee the team's progress, provide strategic direction for the project, and lend her expertise to ensure your vision of the future is bright on the path ahead.



ASHLEY FELDEWERD

Senior Manager

ashley.feldewerd@abdofs.com

P 952.715.3060

Ashley has assisted in managing finance teams, training and developing processes within utility billing, long term financial planning and process evaluations, as well as automating our internal quarterly reporting process. She also assists clients with internal training for staff that are new to the government



TESSA BEUNING, CPA

Senior Manager

tessa.beuning@abdofs.com

P 952.715.3027

With over 18 years of experience, Tessa brings a wealth of knowledge to the Firm. She has experience working with cities, counties, school districts, nonprofits and municipal utilities. Prior to joining Abdo Financial Solutions, Tessa worked in government audit and was the Finance Director for the City of Melrose.



Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing. Out of our 250-strong, talented staff, over 60 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Training
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Process Evaluations

The Abdo FS team expertly manages financial process evaluations — empowering you to improve the methods and vehicles used to communicate fiscal data. We'll perform a comprehensive evaluation of your processes to understand the way in which stakeholders deliver and receive financial information. Ultimately our recommended changes to your methods in relaying, receiving, and reporting information can promote transparency and reporting efficiencies, and keep stakeholders in alignment with your financial status.

OUR PEOPLE

In Financial Solutions, we're proud to have over 50 years of experience in government operations and government auditing.

This experience affords us a rich understanding of government-supporting software. Our staff members are experts in the top five software platforms that are currently being used in government organizations to effectively support your technology needs. Our team will make experience-based recommendations around your current systems and processes as well as how they may interface with other software to create efficiencies.

Our staff's experience in government, operations, auditing, and financial management gives us a distinctive perspective to stand apart from other available options. We can bring you value in an environment where you're being asked to do more with less and look forward to supporting you.

Notable Memberships: Government Finance Officers of United States and Canada, Minnesota Society of CPAs, American Institute of Certified Public Accountants AICPA, and Minnesota Government Finance Officers Association.

OUR PROCESS

Time and time again, we've successfully supported organizations following a this three-phase process. Each step will be tailored to best support your organization and give you the right recommendations.



1

PROJECT SCOPE

Our process evaluation work will focus on the following ten functional areas/workstreams:

- Accounts receivable
- Audit preparation process
- Budget
- Cash receipting
- Accounts payable
- Bank reconciliations
- Capital assets
- Financial reporting and approvals
- Payroll
- Utility billing

2

EVALUATION PROCESS

Time and time again, we've successfully supported organizations following the below five-step approach. Each step will be tailored to best support your organization and provide you the greatest value and highest impact.

- **Project Planning:** Initial meeting with your team to review organizational information and key departments/segments as well as discuss project expectations, scope, process, key project resources, timeline and deliverables.
- **In-person Interviews:** We will conduct interviews as well as observation of key areas of the City's financial management office functions, processes, procedures and documentation for each of the areas included within scope. In addition to being process focused, these interviews will also provide inquiry around software systems being utilized.
- **Analysis & Documentation:** We will utilize information gathered in the onsite interviews to analyze each process area. This step often includes development of additional questions being presented to the organization to ensure all information is accurate and complete.
- **Deliverable & Presentation:** Our documentation will provide recommendations to enhance process efficiency and effectiveness, and utilization of technology. We will provide the analysis and recommendations to you in advance, then will be available for questions and to present the recommendations upon your request.

3

OUTCOMES & CONCLUSION

In Phase 3, we will collaborate with City Management to determine the best path forward for the City.

Value

At Abdo FS, we are dedicated to assisting our clients in achieving their financial goals through comprehensive and personalized financial services. Our team of experienced professionals provide expert guidance in public finance.

One-day onsite assessment of finance and accounting functions	\$5,900
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Total	\$5,900
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Payment Schedule:

<i>Contract Execution</i>	<i>\$2,950</i>
---------------------------	----------------

<i>Project Completion</i>	<i>\$2,950</i>
---------------------------	----------------

This quote is valid for thirty (30) days.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged \$150 for a set-up fee. Additional paper copies will be charged at the rate of \$50 per report.

What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their financial accounting and consulting services. Additional references are available upon request.



CITY OF CRYSTAL

Kim Therres
Assistant City Manager
P 763.531.1132

SERVICES PROVIDED

Long-term Plan
Outsourced Finance Director
Process Evaluation (ProEval)
Utility Rate Study
Budgeting
Audit Preparation
Utility Billing
Payroll Processing

CITY OF NEW HOPE

Valerie Leone
City Clerk / Treasurer
P 763.531.5117

SERVICES PROVIDED

Outsourced Finance Director
Audit Preparation
Long-term Plan
Budgeting

POLK COUNTY

Chuck Whiting
County Administrator
P 218.281.5408

SERVICES PROVIDED

Process Evaluation (ProEval)
Outsourced Finance Director
Account Payable Automation
Audit Preparation
Budgeting

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

LONG TERM PLANNING

How will you fund your city's Capital Improvement Plan? Part of establishing a capital improvement program is determining how to pay for it. Will you issue debt? Raise property taxes? Reorganize your capital budget? A long-term plan can help you answer these questions and more. Depending on your needs, our approach to long term planning may include:

- Preparing projections to gauge future revenue streams
- Conducting a debt management study
- Reviewing reserve and fund balance policies
- Implementing plans to achieve pay-as-you-go financing

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- Steve McDonald, CPA | Managing Partner



Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on July 14, 2025 by and between the City of Falcon Heights, Minnesota (hereinafter referred to as the ("Client")), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until December 31, 2025 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 9 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 10 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 11 Municipal Advisor: Abdo FS acknowledges the Client may/has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Section 12 Equal Employment Opportunity: Abdo, LLP and its subsidiary companies are committed to providing equal employment opportunities to all employees and applicants for employment without regard to any legally-recognized basis "protected class" including but not limited to: veteran status, uniform service member status, race, color, religion, sex, national origin, age, physical or mental disability, sexual orientation or marital preference, genetic information or any other protected class under federal, state, or local law.



Appendix B

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

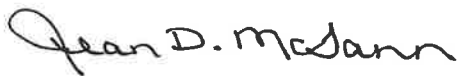
City of Falcon Heights

2077 West Larpenteur Avenue,
Falcon Heights, Minnesota 55113


Jack Linehan

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250
Edina, Minnesota 55436



Jean McGann, CPA

Partner | Abdo

July 14, 2025

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 23, 2025

No. 25-73

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM ABDO
FINANCIAL SOLUTIONS FOR A FINANCE DEPARTMENT ASSESSMENT**

WHEREAS, Abdo Financial Solutions (Abdo) is a professional consulting firm with extensive experience supporting financial operations in local government entities; and

WHEREAS, the City of Falcon Heights is preparing for the upcoming retirement of its long-time Finance Director and desires to evaluate its financial operations to ensure continuity, improve internal controls, modernize practices, and assess long-term staffing and service needs; and

WHEREAS, Abdo has submitted a proposal dated July 14, 2025, to perform a one-day onsite process evaluation of the City's Finance Department, including review of accounts payable, payroll, utility billing, and other financial functions; and

WHEREAS, the evaluation will provide recommendations to enhance efficiency, technology utilization, and operational effectiveness, and support the City's transition planning; and

WHEREAS, funds for this purpose are available in the 2025 Administration – Consulting budget line;

NOW, THEREFORE, BE IT RESOLVED, that the City of Falcon Heights hereby authorizes the City Administrator to enter into an agreement with Abdo Financial Solutions for a Finance Department assessment at a cost not to exceed \$5,900, as outlined in the proposal presented.

Moved by:

Wassenberg

Approved by:



Randall Gustafson

Mayor

GUSTAFSON

4

In Favor

LEEHY

0

Against

MEYER

WASSENBERG

MIELKE

Attested by:



Jack Linehan

City Administrator

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ITEM FOR DISCUSSION

Meeting Date	July 23, 2025
Agenda Item	Consent G3
Attachment	See below
Submitted By	Jack Linehan, City Administrator

Item	Approving and Adopting Ramsey County Hazard Mitigation Plan
Description	A hazard mitigation plan is a federally required document under the Disaster Mitigation Act of 2000 (DMA 2000). This law mandates that all states, counties, and communities maintain an approved mitigation plan to be eligible for certain federal disaster assistance. This plan ensures Falcon Heights' eligibility for federal disaster mitigation funding while proactively addressing risks to enhance our community's resilience. The 2025 Ramsey County, MN Hazard Mitigation Plan (HMP) is updated approximately every five years in accordance with DMA 2000 to use the most recent demographic data, identify priority hazards and mitigation strategies, and evaluate critical infrastructure risks and hazards affecting Ramsey County, including Falcon Heights. It serves as a framework upon which hazard mitigation projects and strategies can be coordinated across the entire county, and the process ensures that all jurisdictions consider new and emerging hazards, the impacts of growth, development, and social vulnerability on hazards in our area, and considers the impact of real-world events. The revised HMP assesses and ranks major natural, technological, and human-caused hazards based on factors such as frequency of occurrence, economic impact, and potential for deaths and injuries. Mitigation recommendations are based on input from state and local agencies, public feedback, and national best practices. While the primary focus remains on evaluating Ramsey Page 2 of 2 County's exposure to natural hazards and identifying appropriate mitigation actions, this HMP update also expands the scope to include technological and human-caused hazards and is crafted in compliance with federal mitigation planning requirements. The HMP is a truly multi-jurisdictional plan that applies to all of Ramsey County. In addition to Falcon Heights, this plan includes participation and input from Ramsey County and the municipalities of Arden Hills, Gem Lake, Lauderdale, Little Canada, Maplewood, Mounds View, New Brighton, North Oaks, North Saint Paul, Roseville, Saint Anthony, Saint Paul, Shoreview, Vadnais Heights, White Bear Lake, and White Bear Township. Each of these

	municipalities will separately adopt the HMP as their own - meaning that the entire county will now use a single assessment and planning methodology to better coordinate across jurisdictions. Once approved by the Ramsey County and each municipality, the plan will be submitted by the Minnesota Department of Homeland Security and Emergency Management to the Federal Emergency Management Agency for final approval. Once approved as final adoption, Ramsey County Emergency Management and Homeland Security will forward a copy of the letter to the City's Emergency Management Director. Due to the size of the document, the full plan is attached to this agenda packet on the City's website and can be viewed here.
Budget Impact	N/ A
Attachment(s)	• Executive Summary • 2025 Ramsey County, MN Hazard Mitigation Plan v2 • Resolution 25-74 Approving and Adopting the Ramsey County Hazard Mitigation Plan
Action(s) Requested	Staff recommends approval of the attached resolution, approving and adopting the Ramsey County Hazard Mitigation Plan

Executive Summary: 2025 Ramsey County, MN Hazard Mitigation Plan

Introduction

The 2025 Ramsey County, MN Hazard Mitigation Plan (HMP) is a multi-jurisdictional initiative aimed at reducing the long-term risks associated with natural, technological, and human-caused hazards. This plan provides a strategic framework to enhance community resilience, minimize economic losses, and protect human life and property. Developed in collaboration with local jurisdictions and stakeholders, the HMP aligns with federal and state mitigation planning requirements.

Goals and Objectives

The plan establishes four primary goals:

1. Mitigate impacts to life, property, the economy, and the environment from natural, technological, and human-caused hazards.
2. Strengthen local capacity and resources to create resilience against these hazards.
3. Enhance the resilience of critical infrastructure and community systems to withstand disruptions.
4. Increase public awareness and engagement through education and outreach.

Planning Process

The plan was developed with extensive community participation, including:

- Collaboration between Ramsey County, all 16 municipalities and one township.
- Formation of a Local Planning Team (LPT) comprised of emergency management officials, city administrators, fire chiefs, and law enforcement personnel.
- Public engagement via surveys and stakeholder outreach to ensure inclusivity, particularly for vulnerable and traditionally underserved populations.
- Regular virtual planning meetings and assessments of past mitigation actions.

Community Profile

Ramsey County is Minnesota's second-most populous county, with a population exceeding 550,000 residents. It has a diverse economy, dense urban development, and a variety of natural features, including lakes, rivers, and parks. The county faces climate change risks, with increasing temperatures, heavier precipitation, and more frequent extreme weather events.

Risk Assessment

A comprehensive risk assessment was conducted to identify and rank hazards based on threat level, vulnerability, and potential consequences. The key hazards identified include:

- **High-Risk Hazards:**
 - Tornadoes and windstorms
 - Summer weather hazards (e.g., extreme heat, severe storms)
 - Winter weather hazards (e.g., blizzards, ice storms)
- **Medium-Risk Hazards:**
 - Flooding
 - Drought
 - Hazardous materials incidents

- Infrastructure failure
- Human-caused hazards (e.g., cyberattacks, terrorism)
- **Low-Risk Hazards:**
 - Geologic hazards (e.g., landslides, sinkholes)
 - Dam/levee failure

The risk assessment also incorporated social vulnerability factors, highlighting the increased risks faced by low-income populations, non-English speakers, elderly individuals, and people with disabilities.

Mitigation Strategy

The 2025 mitigation strategy builds on actions from the 2019 plan, with updates to reflect emerging risks. Key actions include:

- Strengthening infrastructure resilience through flood mitigation projects, power grid improvements, and stormwater management upgrades.
- Expanding emergency preparedness programs for vulnerable populations.
- Enhancing public alert systems and risk communication strategies.
- Integrating hazard mitigation into urban planning and land-use policies.
- Securing funding for resilience projects through federal, state, and local sources.

Each jurisdiction has committed to at least one new or ongoing mitigation action to address their specific risks.

Plan Implementation & Maintenance

The plan outlines an implementation framework with:

- Annual monitoring and evaluation of progress.
- Integration with local planning mechanisms, including zoning laws and emergency response plans.
- Continued public involvement through updates, community forums, and educational campaigns.

Conclusion

The 2025 Ramsey County Hazard Mitigation Plan is a proactive roadmap designed to safeguard communities against future disasters. By fostering collaboration, securing resources, and enhancing resilience at all levels, Ramsey County is committed to building a safer and more prepared future for its residents.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 23, 2025

No. 25-74

RESOLUTION APPROVING THE RAMSEY COUNTY HAZARD MITIGATION PLAN

WHEREAS, the City of Falcon Heights has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000; and

WHEREAS, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

WHEREAS, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

WHEREAS, the Ramsey County, MN Hazard Mitigation Plan includes a risk assessment including past hazards, hazards that threaten Ramsey County, an estimate of structures at risk, a general description of land uses and development trends; and

WHEREAS, the Ramsey County, MN Hazard Mitigation Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

WHEREAS, the Ramsey County, MN Hazard Mitigation Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Ramsey County will maintain public participation and coordination; and

WHEREAS, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

WHEREAS, the Ramsey County, MN Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

WHEREAS, this is a multi-jurisdictional plan and cities that participated in the planning process may choose to also adopt the County Plan.

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

1. The City of Falcon Heights supports the hazard-mitigation planning effort and wishes to adopt the Ramsey County, MN Hazard Mitigation Plan.

ADOPTED this 23rd day of July, 2025, by the City Council of Falcon Heights, Minnesota.

Moved by: Wassenberg

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON	<u>4</u>	In Favor
LEEHY		
MEYER	<u>0</u>	Against
MIELKE		
WASSENBERG		

Attested by: 
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2025
Agenda Item	Consent G4
Attachment	See below.
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Support of MWF Properties' Application for 2025 Metropolitan Council Livable Communities Demonstration Account Funds and Transit-Oriented Development Funds
Description	MWF Properties was recently awarded \$1,070,000 from the Ramsey County HRA as part of the County's annual housing solicitation for their proposed "Larpenteur Avenue Senior" project, the site of the previously approved Amber Flats PUD. Despite the award, they are still facing a significant financing gap and would like to apply for MetCouncil LCDA/TOD funds to assist with the project. There is no match requirement from the City, but the application does require a resolution of support and the City will have to submit the application on behalf of MWF Properties. If funds are awarded, the City will act as a pass-through for the funds to MWF Properties. In 2025, the MetCouncil is requiring applications for Transit-Oriented Development grant funds and Livable Communities Demonstration Account funds to be under one application. Below is an outline of each program. 1. The Livable Communities Demonstration Account (LCDA) provides funding for projects that increase access to housing, jobs, services and transit in an effort to support more equitable, livable communities in the region. LCDA Program Goals: • Maximize connections between housing, jobs, and regional amenities like parks, trails, and cultural centers • Create more housing choices through introducing new housing types or preserving affordable housing, minimizing the project's impact on climate change through sustainable site design and building practices • Support economic opportunity by creating living wage jobs and training opportunities • Realize more equitable development outcomes

	2. The Transit-Oriented Development Account (TOD) provides funding for moderate- to higher-density projects located within easy walking distance of a major transit stop which typically include a mix of uses. TOD projects are expected to diversify uses and provide a higher concentration of amenities in compact transit station areas, contributing to high-quality pedestrian-oriented streets and public spaces encouraging the use of transit service. Through a focus on TOD, the Council aims to integrate transportation, jobs, and housing, leverage private investment, advance equity, and increase transit ridership. TOD Program Goals: • Support dense, diverse developments that emphasize pedestrian activity, multimodal transportation, and increased transit ridership • Create more housing choices through introducing new housing types or preserving affordable housing; • Contribute to an economically prosperous and equitable region by creating living wage jobs and economic opportunity • Mitigating climate change through sustainable site design and building practices • Maximize connections between housing, jobs, services, transit and regional amenities like parks, trails, and cultural centers • Advance racial equity by increasing access and opportunity for under-represented communities and historically marginalized populations
Budget Impact	None.
Attachment(s)	• MetCouncil Livable Communities Demonstration Account (LCDA) Development Program Essentials • MetCouncil Transit Oriented Development (TOD) Program Essentials • Resolution 25-75 – Supporting MWF Properties’ Application for 2025 Metropolitan Council Livable Communities Demonstration Account Funds and Transit-Oriented Development Funds
Action(s) Requested	Staff recommends adoption of the following motion: Motion to approve Resolution 25-75 Supporting MWF Properties’ Application for 2025 Metropolitan Council Livable Communities Demonstration Account Funds and Transit-Oriented Development Funds

LIVABLE COMMUNITIES GRANT PROGRAMS

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT (LCDA) DEVELOPMENT

The Livable Communities Demonstration Account (LCDA) provides funding for projects that increase access to housing, jobs, services and transit in an effort to support more equitable, livable communities in the region.

Funding

Available Funding: \$10 million

Award Limit: No more than 40% of funds to Minneapolis and Saint Paul, if applications from other cities/counties exceed 60%

Application Limit: Three per city

Grant Term: Three years (up to two year extension possible)

Key Dates

Application Due: August 11, 2025 at 3PM

Funding Decision: Fall 2025

Eligibility Requirements

- All affordable housing must be affordable for a minimum of 15 years.
- Rental housing must be affordable to households living on 60% of the [Area Median Income \(AMI\)](#) or less.
- Homeownership opportunities must be affordable to households living on 80% of [AMI](#) or less.

Eligible and Ineligible Costs

- Design and engineering fees for eligible activities can be up to 10% of the total award amount.
- Site acquisition is only eligible for affordable housing units or for jobs projects that improve access for low-income residents.
- Support for activities that are eligible only for affordable housing units will be prorated to percentage of affordable units in project
- Holding costs can be up to 5% of the requested site acquisition support or \$100,000, whichever is less

Environmental Sustainability

Eligible Costs

- Infiltration swales or tanks
- Landscaping that is an integrated part of the stormwater management system
- Pervious pavement
- Green roofs
- Geothermal heat pumps
- Fuel cells and wind turbines
- Project specific or district-wide stormwater management, heating/cooling management, and waste management systems
- EV charging infrastructure or installation costs
- Photovoltaic cells

Ineligible Costs

Program Coordinator

Hannah Gary
Hannah.Gary@metc.state.mn.us





Project Site

Eligible Costs

- Public space that is open to the general public. Elements can include, but are not limited to:
 - lighting
 - landscaping
 - seating and furnishings
 - sidewalks and paths
 - wayfinding elements
 - public restrooms (does not include Sewer Availability Charges (SAC))
- Public art design process to create an intentionally designed piece of public art which contributes to the identity or sense of place of the development project and/or surrounding neighborhood. The design process should include an artist or arts organization.
- Public art features, including but not limited to murals, mosaics, and sculptures, which contribute to the identity or sense of place of the development project and/or surrounding neighborhood. To be considered public art, it must be led and fabricated by a professional artist and/or art organization.
- Playgrounds or outdoor recreational areas intended to serve residents of affordable housing developments
- Public community gardens or community gardens at affordable housing developments
- Demolition and removal of existing structures.
- Grading and soil correction to prepare a site for construction
- Outdoor resident amenity spaces for affordable housing projects
- General landscaping elements for affordable housing or economic opportunity projects
- Construction costs for affordable housing or economic opportunity projects

Ineligible Costs

- City or neighborhood parks
- Parks, playgrounds, or areas that are primarily for the use of the development project's tenants or residents of market rate residential buildings
- Demolition, abatement, cleanup, removal, hauling or disposal of contaminated materials or debris (this is eligible in the Tax Base Revitalization (TBRA) program)
- Cleanup, removal, hauling or disposal of contaminated soil or debris (this is eligible in the TBRA program)

Improved Connections

Eligible Costs

- New streets or street extensions only for local public streets
- Public sidewalks, trails, or bike infrastructure that enhance the pedestrian environment and connect the project to nearby uses and amenities
- Site-integrated transit shelters (work with MetroTransit early if including a transit shelter)
- Bike facilities that are open to the public or are in affordable housing buildings or economic opportunity projects
- Extensions or modifications of local public utilities that directly serve the development project
- Publicly available portion of shared-use parking
- Enhanced broadband connections for affordable housing projects
- Universal design elements to improve accessible connections to and within the project site
- Landscaping to improve the experience for people walking, biking, or rolling to/through the site

Ineligible Costs

- County road improvements
- Private sidewalks, amenities or amenity spaces specifically serving market rate residential development projects
- Surface parking and parking without a shared public component
- Expansion or extension of local public utilities not directly related to the development project
- Transit infrastructure or capital investments e.g., transit stations, station platforms, and park-and-ride facilities.
- Regional parks or trails and trails that would otherwise be included within a city's capital improvement budget
- Trail, sidewalk, or road connections that do not directly connect to or support the project site.

Design & Community Engagement

Eligible Costs

- Design workshops and community engagement activities that center those least represented and most impacted by historic racial inequities (including but not limited to compensation for consultants leading work, participants, advisory committee members, childcare, food for engagement events*)
- Design and engineering fees for grant eligible activities (up to 10% of the total award)
** Food costs should be within Council limits and prioritize Disadvantaged Business Enterprises (DBE) or DBE qualifying vendors when possible*

Ineligible Costs

- Architectural and engineering fees related to the general site or building or not related directly to grant-funded elements specifically listed as "eligible"
- Traditional public meetings or other engagement activities required by law

Acquisition for Affordable Housing and Economic Opportunity

Eligible Costs

- Site acquisition for affordable housing projects or projects focused on bringing economic opportunity to areas where residents live on low incomes. Acquisition costs are only eligible for sites acquired 12 months before the application is due or after the date of award
- Holding costs up to 5% of the awarded acquisition amount or \$100,000, whichever is less.
- Eligible holding costs include property maintenance, insurance, and interest.

Ineligible Costs

- Acquisition costs for sites purchased more than 12 months before the application due date
- Acquisition for market rate housing or jobs not in areas where residents live on low incomes
- Sites purchased from a project partner who will gain financially from the purchase
- Site assembly for lands to be used for transit infrastructure.

Preservation and/or Rehab for Affordable Housing or Economic Opportunity

Eligible Costs

- Exterior improvements to bring the building to code or improve energy efficiency of the building. Examples include window replacement, roof replacement, exterior finishing replacement (brick siding, etc.), or mechanical system replacement (Savings from energy efficiency should be passed on to the residents or tenants/occupants of commercial buildings)
- Improvements to interior of affordable units or commercial building to bring building to code, increase energy efficiency, and improve the quality of life of current or future residents. Examples include low flow plumbing fixtures or energy savings appliances.
- Improvements to indoor communal spaces. Examples include improvements to community gathering rooms, fitness centers, and areas in which supportive services are offered.
- Improvements to building grounds and outdoor community gathering spaces. Examples include landscaping, playgrounds, greenspace, and community gardens.

Affordable and market rate units should be identical and evenly distributed throughout the building(s)

Ineligible Costs

- Legal fees associated with preservation
- Upgrades to market rate units
- Relocation costs

LCDA Scoring Table

While we recognize there are different types of inequities based on identity and circumstance, Livable Communities Act (LCA) is focused on addressing racial inequity in the region given race is the largest predictor of inequitable outcomes in jobs, housing, and other LCA goals. Projects addressing racial equity will be prioritized in scoring. Projects addressing other inequities will earn points towards how they address those inequities but will not receive full points unless they also consider the intersection of racial inequity.

What: Proposed Project Outcomes

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Housing	Build or preserve affordable housing, priority for projects that serve residents who have barriers finding safe, affordable housing, have the deepest affordability, and/or include supportive services or other needed services	8	- Will the project meet the needs of a specific population who has challenges finding safe, affordable housing? - Will the project expand housing choices in the census tract, relative to housing choices in the city overall? - Will the project include housing units affordable to households living on 30% of the Area Median Income (AMI) or less? - Will supportive services be provided for residents?	- Create a type of housing that is for populations with the least housing choices. Examples include units with more bedrooms for families, universally designed units, studio or micro-units, units that include social services, or units that serve a specific population (e.g., units for people leaving incarceration, units for people escaping domestic violence, units for people with developmental disabilities) - Create a type of housing that is less represented in the project area than the city, using either project profile data or a locally identified housing need. Considerations could include housing tenure (rental vs. ownership), affordability, or population served (people living with disabilities, senior etc.) - Add or preserve deeply affordable units (affordable to households living on 30% of AMI or below) - Add or preserve affordable housing - Include supportive services for residents as part of the development project or through a partnership with an external provider
	Build new affordable housing that helps the City meet their share of the region's need for affordable housing at affordability levels needed most; OR Preserve and rehabilitate affordable housing, prioritizing cities at highest risk of losing Naturally Occurring Affordable Housing (NOAH) and/or with more housing cost burdened households		- If new construction, how well do the affordability limits correspond to the City's allocation of affordable housing need? - If preservation, how well do the affordability limits correspond to the City's residents that are experiencing housing cost burden (paying more than 30% of a household's gross income toward housing)? - Is the project creating or preserving affordable housing in an area known to have lost or are expected to lose existing affordable housing within the next year?	If new construction, help meet the city's need for future affordable housing at needed levels of affordability based on housing need listed on the Project Data Profile OR - If preservation, help preserve affordable housing at affordability levels that are needed most. Preservation is needed most in areas with more cost-burdened residents. Cost-burdened population is listed in the Project Data Profile - Create or preserve affordable housing in an area where affordable housing is at risk. More points when housing lost/anticipated to be lost is in the project area versus city-wide

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Housing	Further equity outcomes in housing access*	3*	- Who is primarily being served through the housing portion of the project? - How is the project helping to reduce disparities in housing? - How is the development designed to meet specific and future needs of the future residents? - How is the project supporting community building or maintaining existing community relationships? - How has the design, programming, and services planning been responsive to the needs of future residents?	- Set at least 20% of the units' rent at the small area market fair value and accept Housing Choice Vouchers - Go beyond the Fair Housing Marking plan as defined by the US Department of Housing and Urban Development (HUD) - Be in a city with policies that protect tenants (e.g., right of first refusal, no crime free drug free lease addendum requirements, notice of sale policies) - Have a property manager, if known, with equitable screening practices and eviction/non-renewal records - Affordable and market rate units are indistinguishable in mixed-income buildings - Include income averaging or preserve affordable housing units in an area where displacement is likely so residents can stay in their chosen communities - Provide programming so residents can build relationships with one another - Include community gathering space for residents - Provide services or partner with service providers, for example healthcare or social work services
	Create or preserve permanent jobs OR create workforce development/training opportunities; (priority for projects with full-time, living wage jobs)		- Will the future development project create or preserve living wage jobs (jobs that earn \$59,500/year or more)? - Will the project create training or workforce development opportunities that will prepare participants for full-time, long-term employment that will pay a living wage and offer benefits?	- Living wage jobs paying \$59,500 annually created/preserved relative to other applications, especially if existing project area jobs pay lower wages than average jobs in the city or in the region - Create training opportunities that will support participants getting full-time, long-term jobs in the future
Economic Opportunity	Create economic opportunity in healthcare, technology or environmental sustainability fields; advance strategic city job growth priorities; and/or create or preserve industrial jobs with access to regional transit systems	8	- Will the project create new jobs or training programs in healthcare, technology or environmental sectors? - Will the project create jobs or training programs that meet a specific city economic development or workforce development policy? - Is the project creating or preserving industrial jobs near transit, highways, rail freight facilities, airports, or ports?	- Identify new jobs or job training programs in technology, environmental, or healthcare sectors - Identify new jobs or job training programs in an industry sector prioritized by the city

* Indicates an equity scoring criteria

LCDA Development Scoring Table continued

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Economic Opportunity	Further equity outcomes in access to economic opportunity*	3*	- Will the jobs and/or training opportunities be accessible and available to underrepresented or underemployed people? - Is the business model going to support wealth building for residents from communities who have experienced historic wealth extraction?	- Create living wage jobs and/or training opportunities in areas with more unemployment compared to the city or the region - Jobs are targeted toward specific populations (e.g., under/unemployed, people leaving incarceration, people with development disabilities) - Project creates wealth building opportunities for communities who have experienced historic wealth extraction - Jobs/employers that support upward mobility (e.g. trainings, mentorship programs, promotional tracks, career pathways) - Commercial space that provides support for incubation and/or entrepreneurship - Workforce development programs to support more employment options in the future - Business is owned by residents who typically experience the most economic hardship such as new immigrants or residents who identify as Black, Indigenous, or People of Color

* Indicates an equity scoring criteria

Compact, Connected Development	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	Increase density or intensity of land use in the project area; OR Preserve an existing building that newly activates or preserves activity in the area.	8	- Is the project maximizing the potential density and activity of the site? - Is the preservation or rehab maintaining existing density and/or activity on the site?	- More units per acre or higher job intensity than currently exists in the project area/on the project site - Project densities and Floor Area Ratios (FARs) that maximize the local regulatory requirements - Project is bringing a new use to an existing building or site that has been vacant or underutilized - Rehab or preservation project is intentional about maintaining existing high levels of intensity and activity
	Make it easier and more comfortable for people to access their daily needs and desired amenities; OR Preserve existing connections to transportation options if project is preservation or rehab		- Will the project enhance or improve transit/transportation connections between complementary uses (e.g., connecting housing and grocery stores)? - If the project is a preservation/rehab project, how are uses being maintained to continue to meet residents' needs? - Is the project team being intentional in creating connections between the project and nearby greenspaces?	- Bring new uses to the project area that encourage activity at and around the project - Add uses that are easily accessible parts of a daily or weekly routine (e.g., grocery store and housing near a daycare) - Understand what needs are important for residents and preserve connections to continue to meet those needs - Preserve or introduce affordable housing within 1/4 mile of a park, trail or other greenspace - Site design connecting to greenspace with wayfinding encouraging use of the greenspace, trails, and/or transit networks - Connect to walking, biking, or transit networks around the project site - Include plantings, lighting, or other furnishings to create a more pleasant experience moving to and through the project site - Greenspace or recreation area(s) that can be used by all residents or visitors, considering age, ability, and recreation/gathering preference



Compact, Connected Development Continued	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	Further equity outcomes in access to services and amenities*	3*	• How is the project better connecting residents in divested areas with needed and/or desired services and amenities? • How is the project including the needs of people who will spend time in and around the project? • How is the project increasing access to parks or greenspaces for residents who have historically faced barriers to access?	• Access to services and amenities through transit or other forms of transportation, including walking, biking, or rolling • The project introduces services and/or amenities that are most wanted by residents experiencing disparities • Improved transit, walking or rolling amenities or infrastructure, especially if there are more households than average nearby who rely on transit for commuting compared to the city or the region • Consider the sensory experience of a range of people, particularly neurodivergent residents or visitors (e.g. including specific sensory areas for people with Autism Spectrum Disorder) • Include culturally relevant public art, landscaping, and wayfinding • The project provides physical improvements and/or programming for more residents of color to feel safe, welcomed, catered to, and comfortable using nearby local and regional parks (e.g. trail connections, wayfinding, culturally relevant events etc.)

* Indicates an equity scoring criteria

Environment and Livability	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	Minimize greenhouse gas emissions	8	Does the project understand and mitigate its impact on greenhouse gas emissions?	- Reduce the need to rely on a car (e.g., provide car sharing, reduced parking, enhanced bike/ pedestrian infrastructure) - Maximize energy efficiency (e.g., implement SB2030, LEED, 2020 MN Overlay & Guide to the 2015 Green Communities Criteria, Xcel Energy Multifamily Energy Efficiency Program, or other widely recognized energy efficiency program principles). - Integrate renewable energy, reduce material waste during construction and in building operations, relative to its location in the region and its potential impact on greenhouse gas emissions.
	Conserve natural resources, include or address resilience needs and/or advance climate adaptation and mitigation strategies.		- Does the project conserve and protect natural resources such as water, vegetation, and wildlife? - Does the project minimize/disconnect impervious surfaces? - Are greenspace areas naturalized to the native environment? - Will greenspace maintenance minimize/ eliminate the use of fertilizers/chemicals? - Does the project preserve or include portions of an existing building? - Is the project using sustainable building materials?	- Project conserves natural resources where possible - Greenspace areas include native plantings or other elements that bring it closer to its natural state. - Project considers and mitigates impacts on air, water, soil, vegetation and wildlife. - Use pervious parking and other paving materials - Project or site includes the adaptive reuse of an existing building structure or reuses building materials - Site is designed to minimize impact on natural resources - The project includes district-wide approaches to environmental sustainability (e.g., stormwater management, heating and cooling)

LCDA Development Scoring Table continued

Environment and Livability	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	Further equity outcomes in environmental impact and resilience*	3*	- Is the project team prioritizing sites that have the most to gain, from an equity standpoint, for redevelopment? - Does the project team understand environmental issues in the project area and how the project will impact those issues? - Has the project and its team developed building or site solutions with residents, workers, or organizations in the area related to climate change and/or past environmental harms?	- The project is focused on mitigating negative environmental impacts in areas where residents have been disproportionately affected by past environmental harms - The project team has worked with nearby businesses or organizations to learn more about environmental issues like runoff - Reduce green house gases and conserve natural resources in areas where that has not been prioritized or in areas that have experienced past environmental harms - The project addresses resilience issues relevant to its site and context (i.e. manages flooding in an area at risk of flood, includes a Resilience Hub for the community, residents have an emergency management plan)
Subtotal Outcomes		44		

* Indicates an equity scoring criteria

How: Proposed Project Process

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Process	The project reflects the culture and needs of the community it is intending to serve*	8*	- Who will benefit from the project, now and in the future? - How will public engagement plans include those historically left out of community engagement (e.g., communities of color, first generation immigrants, non-English speaking residents, persons with disabilities) and give those participants power in the process? - How is the plan responding to community demographics in the area? - How is the project team understanding development history of the project area and previous engagement work that has been done? - Does the project team have a direct connection to the project area, or the community being served by the project?	- A description of how engagement will include agency and power for those most impacted by inequities. - Plans to pay underrepresented communities for their time and expertise - The project team has researched and considered outcomes of previous engagement activities in the project area and is using that to inform current and/or future engagement - Engagement strategies are developed after taking historical development context into consideration and understanding the relationship between residents and new development/re-development as well as government institutions - The project team included culturally relevant and responsive planning and design to best meet the needs of future residents (e.g., what community space is included, what art is included, etc.) - A direct connection between demographic makeup of the project area and the lived experience of project team-members (in a meaningful and appropriate way) or their experience responding to the needs of that or similar communities. - A direct connection between the population intended to be served (e.g., persons with disabilities, persons experiencing homelessness) and the personal or work experience of project team members - Culturally specific community gathering spaces with the goal of strengthening cultural ties and honoring cultural history - Support economic stability and/or stronger social connections (e.g., providing food or other basic needs, mutual aid support, community-oriented programming) - Provide easier access to culturally appropriate healthy food, improve opportunities for active transportation, design to support mental health (e.g., intentional inclusion of greenspace, culturally responsive design, available services)

* Indicates an equity scoring criteria

LCDA Development Scoring Table continued

Process Continued	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	The City is taking steps toward addressing inequities at the local level, especially efforts to implement equitable development practices*	3*	- Has the city taken steps to define and understand local disparities? - Has the city adopted policies that are intended to mitigate disparities and/ or create more equitable development outcomes? - Is the city taking tangible actions to integrate equitable development practices?	- The city identified or is in the process of identifying existing city-level disparities (e.g., housing, employment, wages). - The city is identifying measurable outcomes around disparities in order to track progress and be accountable - The city has adopted policies, like a disadvantaged business enterprise (DBE) policy, racial equity action plan, inclusionary zoning, environmental sustainability building standards, or workforce programs that prioritize equitable development outcomes. - The city participates in Government Alliance on Racial Equity (GARE), has an equity, human rights or similar commission or advisory committee that informs local decisions, or other municipal efforts to address inequities
Subtotal Process		11		
Total Possible Points		55		
Applications must score at least 33 of the total available 55 points and 12 of the available 23 equity points (marked with an *) to be eligible for funding				

* Indicates an equity scoring criteria

LIVABLE COMMUNITIES GRANT PROGRAMS

TOD

TRANSIT ORIENTED DEVELOPMENT (TOD)

The Transit-Oriented Development program (TOD) provides funding for moderate- to high-density projects located within easy walking distance of a major transit stop, which typically include a mix of uses.

Funding

Available Funding: \$5.7 million

Award Limit: \$2 million per city

Application Limit: Three per applicant

Grant Term: Three years (up to two year extension possible)

Eligible Areas: 1/2 mile from existing and planned transit corridor stations, and 1/4 mile from high-frequency bus routes. Use the online [“Make-a-Map” tool to see if your project is eligible](#)

Key Dates

Application Due: August 11, 2025 at 3PM

Funding Decision: Fall 2025

Eligibility Requirements

- All affordable housing must be affordable for a minimum of 15 years.
- Rental housing must be affordable to households living on 60% of the [Area Median Income \(AMI\)](#) or less.
- Homeownership opportunities must be affordable to households living on 80% of [AMI](#) or less.

Eligible and Ineligible Costs

- Design and engineering fees for eligible activities can be up to 10% of the total award amount.
- Site acquisition is only eligible for affordable housing units or for jobs projects that improve access for low-income residents.
- Support for activities in mixed-income projects will be prorated to percentage of affordable units in project
- Holding costs can be up to 5% of the requested site acquisition cost or \$100,000, whichever is less

Eligible Costs

Ineligible Costs

Environmental Sustainability

- Infiltration swales or tanks
- Landscaping that is an integrated part of the stormwater management system
- Pervious pavement
- Green roofs
- Geothermal heat pumps
- Fuel cells; and Wind turbines
- Project specific or district-wide stormwater management, heating/cooling management, and waste management systems
- EV charging infrastructure or installation costs
- Photovoltaic cells

Program Coordinator

Hannah Gary
Hannah.Gary@metc.state.mn.us





Eligible and Ineligible Costs Table continued

Eligible Costs

Project Site

- Public space that encourages social interactions through design or programming. Elements to create welcoming spaces can include, but are not limited to:
 - lighting
 - landscaping
 - seating and furnishings
 - sidewalks and paths
 - wayfinding elements
 - public restrooms (does not include Sewer Availability Charges (SAC))
- Public art design process to create an intentionally designed piece of public art that contributes to the identity or sense of place of the development project and/or surrounding neighborhood. The design process should include an artist or arts organization
- Public art features, including but not limited to murals, mosaics, and sculptures, which contribute to the identity or sense of place of the development project and/or surrounding neighborhood. To be considered public art, it must be led and fabricated by a professional artist and/or art organization
- Playgrounds or outdoor recreational areas intended to serve residents of affordable housing developments
- Public community gardens or community gardens at affordable housing developments
- Demolition and removal of existing structures
- Grading and soil correction to prepare a site for construction
- Outdoor resident amenity spaces for affordable housing projects
- General landscaping elements for affordable housing projects or economic opportunity projects
- General construction costs for affordable housing and economic opportunity projects

Ineligible Costs

- General landscaping elements
- City or neighborhood parks
- Parks, playgrounds, or areas that are primarily for the use of the development project's tenants or residents of market rate residential buildings
- Demolition, abatement, cleanup, removal, hauling or disposal of contaminated materials or debris (this is an eligible cost in the Tax Based Revitalization Account (TBRA) program)
- Cleanup, removal, hauling or disposal of contaminated soil or debris (this is an eligible cost in the TBRA program)



Eligible Costs

Improved Connections

- New streets or street extensions only for local public streets
- Public sidewalks, trails, or bike infrastructure that enhance the pedestrian environment and connect the project to nearby uses and amenities
- Site-integrated transit shelters (work with Metro Transit early if including a transit shelter)
- Outdoor public bike facilities or outdoor bike facilities for residents of affordable housing developments
- Extensions or modifications of local public utilities that directly serve the development project
- Publicly available portion of shared-use parking
- Enhanced broadband connections for affordable housing projects
- Universal design elements to improve accessible connections to and within the project site
- Landscaping to improve the pedestrian experience

Ineligible Costs

- County road improvements
- Private sidewalks, amenities or amenity spaces specifically serving market rate residential development projects
- Trail, sidewalk, or road connections that do not directly connect to or support the project site
- Surface parking and parking without a shared public component
- Expansion or extension of local public utilities not directly related to the development project
- Transit infrastructure or capital investments e.g., transit stations, station platforms, and park-and-ride facilities
- Regional parks or trails and trails that would otherwise be included within a city's capital improvement budget

Eligible Costs

Design & Community Engagement

- Design workshops and community engagement activities that center those least represented and most impact by historic racial inequities (including but not limited to compensation for consultants leading work, participants, advisory committee members, childcare, food for engagement events")
- Design and engineering fees for grant requested activities (up to 10% of the total award)

** Food amounts should be within Council limits and prioritize Disadvantaged Business Enterprises (DBE) or DBE qualifying vendors when possible*

Ineligible Costs

- Architectural and engineering fees related to the general site or building or not related directly to grant-funded elements specifically listed as "eligible"
- Traditional public meetings or other engagement activities required by law



Eligible Costs

Acquisition for Affordable Housing and Jobs

- Site acquisition for affordable housing projects or projects focused on bringing economic opportunity to areas where residents live on low incomes. Acquisition costs are eligible for sites purchased up to 12 months before the application is due or after the award is made
- Holding costs can be up to 5% of the awarded acquisition amount or \$100,000, whichever is less
- Eligible holding costs include property maintenance, insurance, and interest

Ineligible Costs

- Sites purchased more than 12 months before the application due date
- Acquisition for market rate housing or jobs not in areas where residents live on low incomes
- Sites purchased from a project partner who will gain financially from the purchase
- Site assembly for lands to be used for transit infrastructure

Eligible Costs

Preservation and/or Rehab for Affordable Housing or Economic Opportunity

- Exterior improvements to bring the building to code or improve energy efficiency of the building. Examples include window replacement, roof replacement, exterior finishing replacement (brick siding, etc.), or mechanical system replacement. Savings from energy efficiency should be passed on to the residents
- Improvements to interior of affordable units to bring building to code, increase energy efficiency, and improve the quality of life of current or future residents. Examples include low flow plumbing fixtures or energy savings appliances
- Improvements to indoor communal spaces. Examples include improvements to community gathering rooms, fitness centers, and areas in which supportive services are offered
- Improvements to building grounds and outdoor community gathering spaces. Examples include landscaping, playgrounds, greenspace, and community gardens

Affordable and market rate units should be identical and evenly distributed throughout the building(s)

Ineligible Costs

- Legal fees associated with preservation
- Upgrades to market rate units
- Relocation costs



TOD Scoring Table

While we recognize there are different types of inequities based on identity and circumstance, the Livable Communities Act (LCA) is focused on addressing racial inequity in the region given race is the largest predictor of inequitable outcomes in jobs, housing, and other LCA goals. Projects addressing racial equity will be prioritized in scoring. Projects addressing other inequities will earn points towards how they address those inequities but will not receive full points unless they also consider the intersection of racial inequity.

What: Proposed Project Outcomes

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Housing	Build or preserve affordable housing; priority given for projects that serve residents who have barriers finding safe, affordable housing, have the deepest affordability, and include supportive services or other needed services	8	- Will the project meet the needs of a specific population who has challenges finding safe, affordable housing? - Will the project expand housing choices in the census tract relative to housing choices in the city overall? - Will the project include housing units affordable to households living on 30% of the Area Median Income (AMI) or less? - Will supportive services be provided for residents?	- Create a type of housing that is for populations with the least housing choices, including units with more bedrooms for families, universally designed units, studio or micro-units, units that include social services, or units that serve a specific population (e.g., units for people leaving incarceration, units for people escaping domestic violence, units for people with developmental disabilities, veterans) - Create a type of housing that is less represented in the project area than the city, using either project profile data or a locally identified housing need. Considerations could include housing tenure (rental vs. ownership), affordability, or population served (people, living with disabilities, senior, etc.) - Add or preserve deeply affordable units (affordable to households living on 30% of the AMI or below) - Add or preserve affordable housing - Include supportive services for residents as part of the development project or through a partnership with an external provider
	Create new affordable housing that furthers the City's ability to meet their share of the region's need for affordable housing, considering what the need is across affordability levels; OR Preserve and rehabilitate affordable housing, prioritizing communities at highest risk of losing Naturally Occurring Affordable Housing (NOAH) and/or communities with higher rates of housing cost burdened households		- If new construction, how well do the affordability limits correspond to the City's allocation of affordable housing need? - If preservation, how well do the affordability limits correspond to the City's residents that are experiencing housing cost burden (paying more than 30% of a household's gross income toward housing)? - Is the project creating or preserving affordable housing in an area known to have lost or is expected to lose existing affordable housing within the next year?	- If new construction, help meet the city's need for future affordable housing at needed levels of affordability based on housing need listed on the Project Data Profile OR - If preservation, help preserve affordable housing at affordability levels that are needed most. Preservation is needed most in areas with more cost-burdened residents. Cost-burdened population is listed in the Project Data Profile - Create or preserve affordable housing in an area where existing affordable housing is at risk. More points when housing lost/anticipated to be lost is in the project area versus city-wide

What: Proposed Project Outcomes				
	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Housing Continued	Further equity outcomes in housing access*	3*	- Who is primarily being served through the housing portion of the project? - How is the project helping to reduce disparities in housing? - How is the project designed to meet specific needs of the future residents? - How is the project supporting community building or maintaining existing community relationships? - How has the design, programming, and services planning been responsive to the needs of future residents?	- Set at least 20% of the units' rent at the small area market fair value and accept Housing Choice Vouchers - Go beyond the Fair Housing Marking plan as defined by the US Department of Housing and Urban Development (HUD) - Be in a city with policies that protect tenants (e.g., right of first refusal, no crime free drug free lease addendum requirements, notice of sale policies) - Have a property manager, if known, with equitable screening practices and eviction/non-renewal records - Affordable and market rate units are indistinguishable in mixed-income buildings - Include income averaging or preserve affordable housing units in an area where displacement is likely so residents can stay in their chosen communities - Provide programming so residents can build relationships with one another - Include community gathering space for residents

* Indicates an equity scoring criteria

What: Proposed Project Outcomes

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Economic Opportunity	Create or preserve permanent jobs OR create workforce development/training opportunities; (priority for projects with full-time, living wage jobs)	8	- Will the project create or preserve living wage jobs (jobs that earn \$59,500/year or more)? - Will the project create training or workforce development opportunities that will prepare participants for full-time, long-term employment that will pay a living wage and offer benefits?	- Living wage jobs (185% of federal poverty wage) paying \$59,500 annually created/preserved relative to other applications, especially if existing project area jobs pay lower wages than average jobs in the city or in the region - Provide workforce development or training opportunities that will support participants getting full-time, long-term jobs in the future
	Create economic opportunity in priority high-growth and high-opportunity sectors of the region's economy including healthcare, technology or environment; and/or advance city job growth priorities; and/or create/preserve industrial jobs with access to regional transportation systems		- Will the project create new jobs or training programs in regionally prioritized industry sectors such as healthcare, technology or the environment and sustainability? - Will the project create jobs or training programs that meet a specific city economic development or workforce development policy? - Will the project create or preserve industrial jobs near transit, highways, rail freight facilities, airports, or ports in a way that leverages the transportation system?	- Provide living wage jobs or workforce development pathways in strategic growth sectors as described in the Regional Economic Framework, including healthcare (e.g., health providers, health insurance, digital health, medical devices), technology (e.g., research and development, advanced manufacturing, food science, biomedical engineering), or the environment and sustainability sectors (e.g., climate adaptation, energy and renewables) - Provide living wage jobs or workforce development pathways in an industry sector prioritized by city policy (e.g., small businesses, tourism, ethnic businesses, professional and technical services) - Provide industrial sector living wage jobs or workforce development pathways (e.g., material processing, manufacturing and fabrication, maker spaces, artisan products) located in proximity to regional transportation systems
	Further equity outcomes in access to economic opportunity*	3*	- Will the jobs and/or training opportunities be accessible and available to underrepresented or underemployed people? - Is the business model going to support wealth building for residents who experience the most economic hardships?	- Provide living wage jobs and/or training opportunities in areas with more unemployment compared to the city or the region - Jobs/employers that support upward mobility (e.g., trainings, mentorship programs, promotional tracks, career pathways) - Jobs are targeted toward specific populations (e.g., under/unemployed, individuals leaving incarceration, individuals with development disabilities) - Project creates wealth building opportunities (e.g., cooperative or community ownership structures, community benefit agreements) for communities who have experienced historic wealth extraction (e.g., businesses owned by new immigrants or residents who identify as Black, Indigenous, or People of Color) - Commercial space that provides support for incubation and/or entrepreneurship - Businesses are locally owned and/or ownership or leasing arrangement encourage growth of owner equity for small businesses, entrepreneurs, or micro-businesses

* Indicates an equity scoring criteria

What: Proposed Project Outcomes				
	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Compact, Connected Development	Increase the number of people contributing to station area activity through greater building density and/or land use intensity on the site; OR Preserve or rehabilitate an existing building key to the level of station area activity	20	- Is the project increasing the housing units per acre or job density in the project area? - Is the project maximizing the potential density of the site? - Does the project provide higher density and mix of use closer to the transit station (less than 1/4 mile), or provide transitional density and uses farther from the transit station (more than 1/4 mile)? - How is the project using the building and/or site in a better way? - Will the project increase the number of residents, employees, customers, students, and/or visitors in the station area? - To what degree will the project help station areas meet or exceed 7,000 people, jobs, and students?	- Project densities and Floor Area Ratios (FAR) that maximize the local regulatory requirements and meet or exceed residential density requirements for communities along transitways as detailed in the Metropolitan Council's TOD Guide - The project's land use type(s), site design, and/or infrastructure is planned in a way that will increase activity in the station area for different users at different times of day - Provide more housing units per acre or higher job density than currently exists in the station area and/or on the project site - Bring a new use to an existing building or site that has been vacant or underutilized - Rehabilitate an existing building(s) to preserve or increase the amount of activity it contributes to the station area
	Provide uses that will diversify the activities and amenities in the transit area and better meet residents' needs and/or provide greater access to services and amenities. Priority for projects with a focus on complementary uses, active transportation, and human-centered design		- Is the project balancing residential and nonresidential uses? - Is the project introducing a new use that is not already in the station area? - Is the project increasing access to services and/or amenities for existing and future residents and/or workers along the transit corridor? - Is the new use filling a need that also supports existing uses? - Does the project effectively use human and pedestrian-centered design in built form, site planning, street life, connectivity, and placemaking as detailed in the Council and Metro Transit TOD Guides?	- Bring new uses to the project area that encourage a range of activities on and around the project site like retail, services, restaurants, entertainment, and shops - Incorporate TOD best practices and design principles as detailed in the Metropolitan Council TOD Guide and Metro Transit's Developers Guide to TOD - Add uses that are easily accessible as part of a daily or weekly routine like, a grocery store and housing near a daycare - Building and public space features include universal design principles to benefit everyone (e.g., public areas, greenspace, and/or recreation area(s) that can be used by all residents or visitors, regardless of age, ability, and recreation/gathering preference) - Building and public space features include and integrate people with a range of physical, sensory, and cognitive abilities (e.g., design to sensory experience of neurodivergent residents or visitors, adaptive playground equipment, specific sensory areas)

What: Proposed Project Outcomes

Compact, Connected Development Continued	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	continued	continued	- How well does the building, site, and surrounding urban design support a better multi-modal experience for people who will walk and/or bike to the project site and throughout the station area? - How is the project considering the needs of people who will spend time in or around the project and designing to meet those needs? - Does the project include usable and effective green and public space on the site or intentionally create connections between the project and nearby greenspaces? - Does the project include programming and/or features to help build community between existing residents and future residents, employees, or visitors of the project?	- Include or improve universally accessible pedestrian and non-motorized transportation options, traffic calming, and pedestrian safety measures for people walking and/or biking to and through the project site - Project elements are intentionally designed to increase the likelihood of pedestrian activity (e.g., active ground floors and public spaces, complete streets, through-block connections and reduced block lengths, more street crossings with safety features, non-vehicular transportation infrastructure) - The project site and adjacent uses create a welcoming public realm that facilitates social interactions and increases community resilience (e.g., community gardens, community event programming, culturally relevant public art, public space with landscaping, furnishings, lighting, wayfinding) - The project site and adjacent uses increase access to green space within ¼ mile (e.g., park, trail, or other greenspace wayfinding, programming or partnership with local parks agency to encourage resident or employee connection with nearby greenspace)
	Generate greater transit ridership, and a higher diversity of trip purposes viable via transit, and reduce the need to use and own a personal vehicle		- Does the project increase the likelihood of transit ridership outside of the peak commute period? - How does the project support more limited use of personal vehicles by providing alternative options? - Will the project enhance or improve pedestrian/bicycle connections between transit station and the project site or other area destinations? - To what degree does the project minimize or eliminate auto-oriented development patterns and single occupancy vehicle parking?	- Include and orient use(s) that will lead to greater potential transit ridership, trip types, and the times that transit is used (e.g., essential services or amenities such as grocery, childcare, community center, etc.) - Create or increase access to transit supportive pedestrian/bicycle infrastructure amenities and/or shared vehicle/micro-mobility resources - Single occupancy vehicle parking is at or below the minimum local requirement - Minimize surface parking and other physical impacts of parking on the pedestrian environment by - provide all parking underground or within the project structure - Improved non-vehicular access to and awareness of essential services, local amenities, other residential and non-residential uses in the station area

What: Proposed Project Outcomes

Compact, Connected Development Continued	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
	Further the transit-oriented nature of the area surrounding the transit station as a node and/or district of TOD priority for projects that advance a broader adopted plan or vision for the transit station or corridor	continued	- Will the project contribute to the identity of the station area as a transit-centric community? - Does the project consider and interrelate existing or planned adjoining and nearby uses? - Does the project implement part of a broader adopted plan or vision for the transit station or corridor? - Does the project connect people with jobs, schools, healthcare, friends, and family? - Will the project increase the viability of future TOD in the station area? - Does the project leverage existing and planned infrastructure, transportation systems, and public realm assets in the station area and across the region? - Does the project put nearby residents or businesses at a higher risk of displacement by future development?	- Project uses integrated site design, infrastructure, or programming to support or strengthen the TOD nature of nearby land uses (e.g., reinforces or expands walkable streetscapes) - Project will serve as a landmark that increases the TOD profile of the station area (e.g., includes a cultural destination, public space) - Project implements a building type and structure from an established vision/plan for the station area and/or transit corridor (e.g. comprehensive plan, station area plan, green zone, cultural district) - Enhance or improve transit/transportation connections between complementary uses (e.g., connecting housing and grocery stores) - Create shared parking between different uses and/or adaptive parking structures - The project provides new or improved infrastructure that can be leveraged by future TOD (e.g., shared systems, green space, sidewalks, multimodal resources) - Anti-displacement and displacement mitigation strategies are planned and implemented with those residents or businesses at risk (e.g., provides mixed income or inclusionary housing, community benefits agreement)
	Further equitable access multi-modal transportation, services, and amenities*	3*	- How is the project better connecting under-invested populations with safe, affordable multimodal transportation options? - How is the project increasing access to parks or greenspaces for residents who have historically faced barriers to access?	- Provide or directly support access to services and amenities through transit or other forms of transportation, including walking or biking (e.g. MetroTransit Residential Pass Program, car share, bike share) - The project introduces or directly supports access to services and/or amenities as expressed by residents most likely to experience disparities - The project provides physical improvements and/or programming for more residents of color to feel safe, welcomed, catered to, and comfortable utilizing nearby local and regional parks (e.g., trail connections, wayfinding, culturally relevant events) - Include ownership opportunities of space/land for residents most impacted by economic and land ownership disparities.

* Indicates an equity scoring criteria



What: Proposed Project Outcomes

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Environment and Livability	Minimize greenhouse gas emissions	8	- Does the project mitigate its impact on greenhouse gas emissions? - Does the project include environmentally responsible and resource efficient systems and processes throughout the building's life cycle?	- Maximize energy efficiency (e.g., implement SB2030, LEED, 2020 MN Overlay & Guide to the 2015 Green Communities Criteria, Xcel Energy Multifamily Energy Efficiency Program, or other widely recognized energy efficiency program principles) - Integrate renewable energy, reduce material waste during construction and in building operations, relative to its location in the region and its potential impact on greenhouse gas emissions - Reduce the need to rely on a car (e.g., provide car sharing, reduced parking, enhanced bike/pedestrian infrastructure)
	Conserve natural resources, include or address resilience needs, and/or advance climate adaption and mitigation strategies		- Does the project conserve and protect natural resources such as water, vegetation, and wildlife? - Does the project minimize/disconnect impervious surfaces? - Are greenspace areas naturalized to the native environment? - Will greenspace maintenance minimize/eliminate the use of fertilizers/chemicals? - Is the project using sustainable building materials? - Are there site or building design features intentionally included to increase the resilience of residents or workers in the area who might experience shocks and stressors? - If located near a waterbody on the Priority Waters List, has the project taken necessary protections and mitigation measures?	- Project conserves natural resources where possible - Greenspace areas include native plantings or other elements that bring it closer to its natural state - Project considers and mitigates impacts on air, water, soil, vegetation and wildlife - Use pervious parking and other paving materials - Project or site includes the adaptive reuse of an existing building structure or reuses building materials - Site is designed to minimize impact on natural resources - The project includes district-wide approaches to environmental sustainability (e.g. stormwater management, heating and cooling, parking)

What: Proposed Project Outcomes				
	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Environment and Livability Continued	Further equity outcomes in environmental sustainability impact and resilience*	3*	- Is the project responsive to its impact on environmental justice issues in the project area? - Have the building and site's environmental solutions been developed with residents, workers, or organizations in the area related to climate change and/or past environmental harms?	- The project is focused on mitigating negative environmental impacts in areas where residents have been disproportionately affected by past environmental harms (e.g., areas of environmental concern) - The project team has worked with nearby residents, businesses, or organizations to learn about and sufficiently address environmental issues on or near the site (e.g., runoff, flooding, daylight access, wildlife) - Reduce greenhouse gases and conserve natural resources in areas where that has not been prioritized or in areas that have experienced past environmental harms - The project addresses resilience issues relevant to its site and context (e.g., manages flooding in an area at risk of flood, includes a Resilience Hub for the community, residents have an emergency management plan)
	Subtotal Outcomes	56		

* Indicates an equity scoring criteria

HOW: Proposed Project Process

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Process	The project reflects the culture and needs of the community it is intending to serve*	8*	- Who will benefit from the project, now and in the future? - How is the project responsive to the culture and needs identified by the communities and/or populations it will impact? - Is the project responsive to the development history of the project area and previously completed engagement? - How is the plan responding to community demographics in the area? - Does the project team (meaning any person or organization with a decision-making role, e.g., advisory group member, consultant, developer) reflect or have experience working effectively with those historically impacted by racial or other inequities, or are traditionally under-represented in the community or the region? - Does the project team have a direct connection to the project area, or the community being served by the project?	- Project needs were identified to reduce inequities or were identified through active community engagement with those most impacted by inequities - Address identified equity needs or issue from multiple angles and/or at multiple scales (e.g., including wrap-around services in affordable housing after that was identified through engagement) - Engagement strategies are targeted to residents and employees in the area given demographics of the project area, and proactively include those historically left out of community engagement (e.g., communities of color, first generation immigrants, non-English speaking residents, persons with disabilities) - Engagement strategies are conducted in a way that will increase agency and power for those communities most impacted by inequities - Underrepresented communities are compensated for their time and expertise - The project team has included an advisory committee of residents most impacted by disparities to identify equity priorities addressed by the project - The scope is expanded beyond a traditional development to address equity needs or issue in the project area - The project is expected to provide short- and long-term benefits to individuals and communities most impacted by inequities (e.g., communities of historic wealth extraction, new immigrants, transgender residents, residents of color, people with disabilities, undocumented residents) - The project team has researched and considered outcomes of previous engagement activities in the project area and is using that to inform current and/or future engagement - Engagement strategies are developed after taking historical development context into consideration and understanding the relationship between residents and new development/re-development as well as government institutions - The project team included culturally relevant and responsive planning and design to best meet the needs of future residents (e.g., what community space is included, what art is included) - A direct connection between demographic makeup of the project area and the lived experience of project team-members (in a meaningful and appropriate way) or their experience responding to the needs of that or similar communities - A direct connection between the population intended to be served (e.g., persons with disabilities, persons experiencing homelessness) and the lived experience of project team-members or their experience responding to the needs of that or similar communities

* Indicates an equity scoring criteria



HOW: Proposed Project Process

	Scoring Criteria	Points	Evaluation Considerations	Examples to Achieve Points
Process	The City is taking steps toward addressing inequities at the local level, especially efforts to implement equitable development practices*	3*	- Has the city taken steps to define and understand local disparities? - Has the city adopted policies that are intended to mitigate disparities and/or create more equitable development outcomes? - Is the city taking tangible actions to integrate equitable development practices?	- The city identified or is in the process of identifying existing city-level disparities (e.g., housing, employment, wages) - The city is identifying measurable outcomes around disparities in order to track progress and be accountable - The city has adopted policies, like a disadvantaged business enterprise (DBE) policy, racial equity action plan, inclusionary zoning or environmental sustainability building standards or workforce programs that prioritize equitable development outcomes - The city participates in the Government Alliance for Racial Equity (GARE), has an equity, human rights or similar commission or advisory committee that informs local decisions, or other municipal efforts to address inequities
Subtotal Process		11		
Total		67		
Applicants must score at least 40 of the total 67 possible points and 12 of the 23 possible equity points (marked with an *) to be eligible				

* Indicates an equity scoring criteria

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 23, 2025

No. 25-75

**RESOLUTION SUPPORTING MWF PROPERTIES' APPLICATION FOR 2025
METROPOLITAN COUNCIL LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
FUNDS AND TRANSIT-ORIENTED DEVELOPMENT FUNDS**

WHEREAS, the Metropolitan Council offers funding to participating cities and townships in the seven-county metro region that are partnering with development teams on projects; and

WHEREAS, through nine different grant programs, Livable Communities Act grants help communities achieve development goals that create more housing choice, support living wage job creation, and connect jobs, housing, and regional amenities to create a more equitable region; and

WHEREAS, MWF Properties is seeking funding from two of these grant programs for a potential project for an affordable age-restricted housing apartment building consisting of 110-units; and

WHEREAS, the Livable Communities Demonstration Account (LCDA) supports development and redevelopment projects that link housing, jobs, and services, and use community and regional infrastructure efficiently; and

WHEREAS, the Transit-Oriented Development Account (TOD) funds focus on high-density projects that contribute to a mix of uses in the TOD-eligible areas along light rail, commuter rail, bus rapid transit, and high frequency bus corridors; and

WHEREAS, this development is to be located directly to the west of the existing Amber Union development, on the site of the previously approved Amber Flats PUD, and is identified as Tax Parcel ID 212923110029; and

WHEREAS, the support of the City of Falcon Heights for this funding request by MWF Properties for the aforementioned development is a required addition to the application for the Livable Communities Demonstration Account and Transit Oriented Development Account grant programs.

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

1. That the City fully supports MWF Properties' application to seek funding from the 2025 Metropolitan Council Livable Communities Demonstration Account (LCDA) and Transit-

Oriented Development Account (TOD) programs for the development of affordable age-restricted housing at the property described as Tax Parcel ID 212923110029.

Adopted by the Falcon Heights City Council this 23rd day of July, 2025.

Moved by:

Wassenberg

GUSTAFSON

LEEHY

MEYER

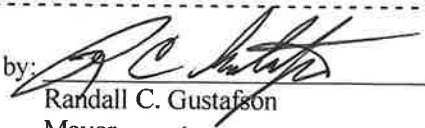
WASSENBERG

MIELKE

4 In Favor

0 Against

Approved by:


Randall C. Gustafson

Mayor

Attested by:


Jack Linehan

City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2025
Agenda Item	Consent G5
Attachment	Agreement
Submitted By	Erik Henriksen, City Engineer

Item	Awarding 2025 Crack Seal Project #25-02						
Description	Crack sealing is a cost-effective pavement maintenance technique that prevents water infiltration and extends the life of asphalt surfaces. By sealing cracks early, the City can slow pavement deterioration, reduce the need for more expensive repairs, and preserve underlying pavement structure. Crack sealing is a key component of a proactive pavement management program, helping maintain safe and smooth roadways for the community. Staff identified the University Grove neighborhood as a prime candidate for this pavement maintenance and solicited bids from five contractors. Two contractors provided bids for this work and the results are summarized below: <table border="1"> <thead> <tr> <th>Contractor</th><th>Total Price</th></tr> </thead> <tbody> <tr> <td>Fahrner Asphalt Sealers, LLC</td><td>\$14,750.00</td></tr> <tr> <td>Allied Blacktop Company</td><td>\$16,692.50</td></tr> </tbody> </table> Fahrner Asphalt Sealers, LLC provided the lowest bid at \$14,750.00. After review of bids staff recommends the award of this work to the lowest responsible bidder, Fahrner Asphalt Sealers, LLC.	Contractor	Total Price	Fahrner Asphalt Sealers, LLC	\$14,750.00	Allied Blacktop Company	\$16,692.50
Contractor	Total Price						
Fahrner Asphalt Sealers, LLC	\$14,750.00						
Allied Blacktop Company	\$16,692.50						
Budget Impact	The contractor proposed to complete the crack sealing of roadways (approximately 1.1 miles) for a total of \$14,750.00. Funding for the repairs would be from the Infrastructure Fund 419.						
Attachment(s)	Agreement						
Action(s) Requested	Motion to award 2025 Crack Seal Project #25-02 to Fahrner Asphalt Sealers, LLC in the amount of \$14,750.00.						

**AGREEMENT
BETWEEN CITY OF FALCON HEIGHTS AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT**

THIS AGREEMENT made this 23rd day of July, 2025, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“Owner” or “City”) and Fahrner Asphalt Sealers, LLC, a Wisconsin limited liability company (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, 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 for the construction of the specified project (the “Work”) as further detailed in the General Conditions as if they were set verbatim and in full herein:

- A. This Agreement.
- B. 2025 Crack Seal Project 25-02 - Request for Quote prepared by City of Falcon Heights, dated June 25, 2025.
- C. MnDOT Standard Specifications for Construction, 2020 Edition.
- D. Contractor’s Quote, dated July 11, 2025.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document “A” has the first priority and Contract Document “D” has the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the Work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s quote.

4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer. All of the Contractor’s work and labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor’s sole cost and expense.

B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

(1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.425, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

(2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Falcon Heights obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the City Engineer. Final completion of Work, including final restoration and establishment of permanent cover ("Restoration), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. COMPLETION DATE. All Work, except Restoration, must be completed by October 30, 2025.

6. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

(3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. **WORKER'S COMPENSATION.** The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. **COMPREHENSIVE GENERAL LIABILITY.** Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured on a primary and noncontributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
Property Damage:	\$2,000,000 each occurrence

9. **WARRANTY.** The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period is one year after utilities are accepted by the City. The Contractor shall post a warranty bond in the amount of twenty-five percent (25%) of final certified costs of the utilities installed to secure the warranty. The bond must be furnished the City prior to final payment to the Contractor.

The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty work.

10. INDEMNITY. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost or reasonable attorney's fees it may incur as a result of any such claims.

11. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds are not required.

12. MISCELLANEOUS.

A. Terms used in this Agreement have the meanings stated in the General Conditions.

B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

(1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

(2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Agreement are subject to examination by the City.

E. The Contractor shall not discriminate in the hiring of labor for the performance of any work under this Agreement or any subcontract hereunder or in selecting a material supplier or vendor on the basis of race, creed, color, sex, or national origin; and shall not discriminate against any persons who are citizens of the United States and who are qualified and available to perform the Work on the Project. The Contractor and any subcontractor, material supplier, or vendor shall not in any manner discriminate against, or intimidate, or prevent the employment of any such person from performing work under this Agreement or any subcontract hereunder on the basis of race, creed, color, sex, or national origin. Any violation of this paragraph shall be a misdemeanor; and this contract

may be canceled or terminated by the City, and all money due, or to become due, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

F. Patented Devices, Materials and Processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition or obligation.

I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Agreement. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.

J. Severability. If any provision, term or condition of this Agreement is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire Contract.

K. Entire Agreement. This Agreement represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

L. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

M. If the Work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the Work but shall not be entitled to any other compensation.

CITY:
CITY OF FALCON HEIGHTS

By: 
Randy Gustafson, Mayor

By: 
Jack Linehan, City Administrator

CONTRACTOR:
FAHRNER ASPHALT SEALERS, LLC

By: _____

_____ [print name]

Its _____ [title]

Contractor Affidavit

This Contractor Affidavit must be certified by the Minnesota Department of Revenue before the state of Minnesota or any of its subdivisions can make final payment to contractors. For more detailed information, see the instructions on the back of this form.

Please type or print clearly. This information will be used for returning the completed form.

Company name		Daytime phone	Minnesota tax ID number	
Address		Total contract amount	Month/year work began	
City	State	\$	Month/year work ended	
ZIP code		Amount still due		
		\$		
Project number		Project location		
Project owner	Address	City	State	ZIP code

Did you have employees work on this project? ☐ Yes ☐ No. If no, who did the work?

Check the box that describes your involvement in the project and fill in all information requested.

☐ **Sole contractor**

☐ **Subcontractor**

Name of contractor who hired you

Address

☐ **Prime contractor**—If you subcontracted out any work on this project, all of your subcontractors must submit their own Contractor Affidavits and have them certified by the Department of Revenue *before* you can submit your Contractor Affidavit. For each subcontractor you had, fill in the information below and attach a copy of each subcontractor's certified Contractor Affidavit. If you need more space, attach a separate sheet.

Business name

Address

Owner/Officer

I declare that all information I have filled in on this form is true and complete to the best of my knowledge and belief. I authorize the Department of Revenue to disclose pertinent information relating to this project, including sending copies of this form, to the prime contractor if I am a subcontractor, and to any subcontractors if I am a prime contractor, and to the contracting agency.

Contractor's signature

Title

Date

Mail to: Minnesota Revenue, Mail Station 6610, St. Paul, MN 55146-6610

Phone: 651-282-9999 or 1-800-657-3594

Certificate of Compliance

Based on records of the Minnesota Department of Revenue, I certify that the contractor who has signed this Contractor Affidavit has fulfilled all the requirements of Minnesota Statutes 290.92 and 270C.66 concerning the withholding of Minnesota income tax from wages paid to employees relating to contract services with the state of Minnesota and/or its subdivisions.

Department of Revenue approval

Date

Form IC134 Instructions

Contractor Affidavit

No state agency or local unit of government can make final payment to a contractor until the Department of Revenue has certified that the contractor and any subcontractor have fulfilled the requirements of Minnesota withholding tax laws.

If you are a prime contractor, a contractor or a subcontractor who did work on a project for the state of Minnesota or any of its local government subdivisions — such as a county, city or school district — you must submit a Contractor Affidavit to the Department of Revenue to receive a certificate of compliance.

Use of Information

The Department of Revenue needs **all** the requested information to determine if you have met the state income tax withholding requirements. If all required information is not provided, Form IC134 will be returned to you for completion.

All information on this Contractor Affidavit is private by state law. It cannot be given to others without your permission, except to the Internal Revenue Service, other states that guarantee the same privacy and certain government agencies as provided by law.

Minnesota Tax ID Number

You must have a Minnesota tax ID number if you have employees who work in Minnesota. You must enter your Minnesota tax ID number on Form IC134.

If you don't have a Minnesota tax ID number, apply online at www.revenue.state.mn.us or by calling our Business Registration Office at 651-282-5225 or 1-800-657-3605.

If you have no employees and did all the work yourself, you do not need a Minnesota tax ID number. Instead, enter your Social Security number in the space for Minnesota tax ID number and explain who did the work.

Submit Contractor Affidavit

Form IC134 cannot be processed by the Department of Revenue until you finish the work. If you submit the form before the project is completed, it will be returned to you unprocessed.

If any withholding payments are due to the state, Minnesota law requires certified payments before we approve your Form IC134.

If you are a subcontractor or sole contractor, submit the form when you have completed your part of the project.

If you are a prime contractor, submit the form when the entire project is completed and you have received certified Contractor Affidavits from all of your subcontractors.

If you're a prime contractor and a subcontractor on the same project

If you were hired as a subcontractor to do work on a project, and you subcontracted all or a part of your portion of the project to another contractor, you are a prime contractor as well. Complete both the subcontractor and prime contractor areas on a single Form IC134.

You may submit your Contractor Affidavit either electronically **or** by mail. This affidavit must be certified and returned before the state or any of its subdivisions can make final payment for your work.

For an immediate response: Complete and submit your Contractor Affidavit electronically. Go to www.revenue.state.mn.us and choose **Withholding Tax**. Under the File and Pay tab, click on Contractor Affidavit Information for Government Projects.

You may complete and mail Form IC134 to: Minnesota Revenue, Mail Station 6610, St. Paul, MN, 55146-6610. If you have fulfilled the requirements of Minnesota withholding tax laws, the department will sign your Form IC134 and return it to you.

To receive your final payment, submit the certified Contractor Affidavit to the government unit for which the work was done. If you are a subcontractor, submit the certified Contractor Affidavit to your prime contractor to receive your final payment.

Information and Assistance

Additional forms and information, including fact sheets and frequently asked questions, are available on our website.

Website: www.revenue.state.mn.us

Email: withholding.tax@state.mn.us

Phone: 651-282-9999 or 1-800-657-3594

This information is available in alternate formats.



CITY OF FALCON HEIGHTS

2077 Larpenteur Avenue W
Falcon Heights, MN 55113

THE CITY THAT SOARS!

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

June 25, 2025

Re: 2025 Crack Seal Project #25-02 – Request for Quote

Prospective Contractor:

The City of Falcon Heights is requesting quotes from qualified contractors for the 2025 Crack Seal Project #25-02. This project involves furnishing all labor, equipment, and materials necessary to perform crack sealing on various city streets, as specified in the attached project map and specifications.

The selected contractor will be expected to complete the work by October 30, 2025, subject to weather conditions and coordination with City staff. Please submit a completed Bid Form to the City through email to erik.henricksen@cityofroseville.com no later than 4pm Friday, July 11, 2025.

The City reserves the right to reject any or all quotes and to select the quote deemed most favorable in the interest of the City.

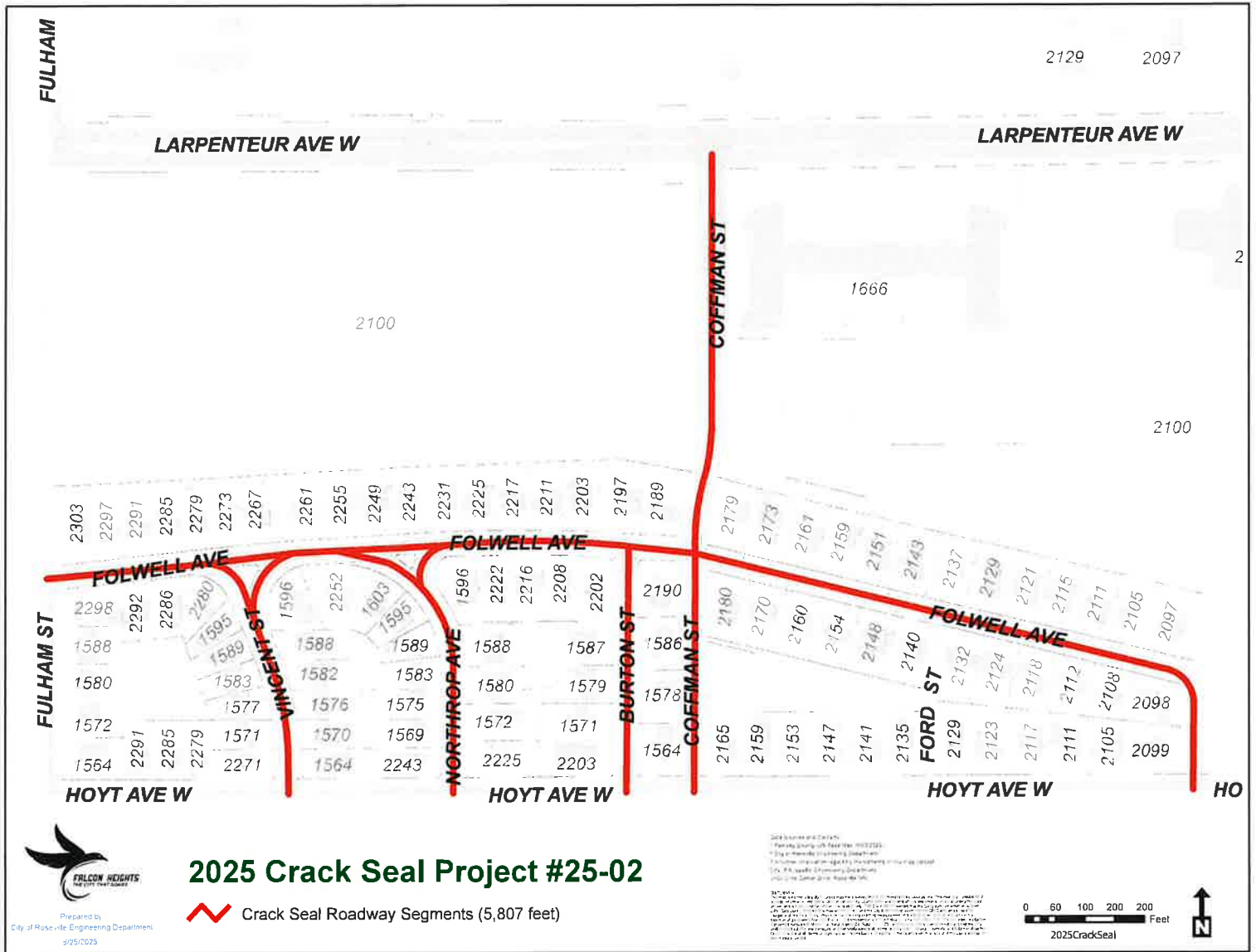
Please contact me with your questions by email or at 651-792-7048.

Sincerely,

Erik Henricksen, MN P.E.
City Engineer

c: Colin Callahan, Public Works Director

Enclosures: Project Map, Bid Form, Specifications, Standard Agreement



BIDDER: _____

BID FORM

2025 CRACK SEAL PROJECT

CITY PROJECT NO. 25-02

FALCON HEIGHTS, MN

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- C. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- F. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that:

- A. The prices in this Bid have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other Bidder or with any competitor for the purpose of restricting competition.

- B. The prices in this Bid have not or will not be knowingly disclosed to any other Bidder or competitor prior to evaluation of the Bids by OWNER.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

<u>NO.</u>	<u>ITEM</u>	<u>UNITS</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
BASE BID					
1	CRACKSEALING MATERIAL (MNDOT 3723)	LBS	2950	\$ _____	\$ _____
GRAND TOTAL					\$ _____

Completion Date: October 30, 2025

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with the Specifications for the project before the dates or within the number of calendar days indicated in the Contract Documents.

SUBMITTED on _____, 2025

If Bidder Is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

Phone and Fax Number, Email Address, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

2025 CRACK SEAL PROJECT #25-02
SPECIFICATIONS - CRACKSEALING

This work shall consist of sawing or routing, cleaning, heat lancing and sealing cracks in the existing bituminous pavement.

The Contractor shall provide certification that the sealant meets the requirements of MnDOT Standard Specification 3723.

The cracksealant compound shall be packaged in sealed containers. Each container shall be clearly marked with the name of the manufacturer, the trade name of the sealant, the manufacturer's batch and lot number, the pouring temperature and the safe heating temperature.

A copy of the manufacturer's recommendations pertaining to the heating and application of the joint sealant material shall be submitted to the Engineer at the preconstruction meeting. These recommendations shall be adhered to and followed by the Contractor. The temperature of the sealer in the field application equipment shall never exceed the safe heating temperature recommended by the manufacturer. Any given quantity of material shall not be heated at the pouring temperature for more than six (6) hours and shall never be reheated. Sealing shall not proceed if the temperature of the material has not reached or has fallen below the manufacturer's recommended minimum application temperature.

Mixing of different manufacturer's brands or different types of sealant shall be prohibited. The Street Foreman or his representative shall mark the cracks to be sawn/routed, cleaned and sealed from 1/4-inch wide up to 3/4-inch wide by a minimum depth of 3/4-inch. Cracks greater than 3/4-inch shall be cleaned, heat lanced and sealed but not sawn/routed. The sawing/routing, cleaning and sealing shall extend the full width of the surface, including shoulders where necessary.

The Contractor shall conduct his operation so that sawing/routing, cleaning, heat lancing and sealing is a continuous operation. Traffic shall not be allowed to knead together or damage the reservoir once it has been created. Sawn/routed cracks not sealed before traffic is allowed on the surface shall be re-sawn/re-routed at no additional cost to the owner.

The sawing/routing equipment shall be mechanical and power driven, capable of following and cutting the cracks to the required dimensions without deviation from the crack or creating excessive spalling. Equipment designed to "plow" the cracks to dimension will not be permitted. Wet sawing will not be allowed.

Immediately prior to sealing, the crack and surface area six (6) inches on both sides shall be cleaned of foreign matter and loosened particles with a broom or oil-free compressed air. The crack and surface area six (6) inches on both sides will then be cleaned and dried with a hot compressed air heat lance. The heat lance shall meet the following requirements:

temperature of heated air at exit of orifice minimum of 2,600° F. Velocity of exiting heated air a minimum of 2,800 fps.

The Contractor shall take caution to keep all sawing/routing debris off of the sidewalk, driveways, and boulevards and contained to gutter areas. The Contractor will furnish a street sweeper and operator to work in tandem with the Contractor's sawing/routing crew maintaining a smooth clean-up operation. The application time and final results of the cleaning are subject to the Engineer's approval.

The sealant must also be hand squeegeed to insure proper overbanding. Sealant shall overfill the crack and extend a minimum of 1/2 inch on either side of the crack and not more than 1 inch on either side. If the sawing/routing process results in spalled or rough edges, the Engineer may require the material to be poured, flushed and squeegeed to fill in the rough edges. The applicator wands shall be returned to the machine and the joint sealant material recirculated immediately upon completion of each crack. Pour pots or similar devices shall not be used to apply the sealer.

Lanes may be opened to traffic only after the sealer has set sufficiently so it will not pick under traffic. Cover material shall be spread on top of the sealant while still hot. Traffic shall not be allowed on the material until it is cured or it has been blotted to prevent tracking. **The use of blotting material such as toilet paper will not be permitted.** Sealant material picked up or pulled out during construction shall be replaced at Contractor expense. Liquid release agent shall be applied to reduce tracking of sealant.

Sealant materials may be placed during a period of rising temperatures after the air temperature in the shade and away from artificial heat has reached 40° F and indications are for a continued rise in temperature. During a period of falling temperatures, the placement of sealant material shall be suspended when the air temperature in the shade and away from artificial heat reaches 30° F. **Sealant shall not be placed, when in the opinion of the Engineer, the weather or roadbed conditions are unfavorable.**

Traffic rerouting when necessary shall be the responsibility of the Contractor and shall include protection vehicle, flagmen, warning signs and/or traffic cones to adequately protect the work zone in accordance with the MnDOT Minnesota Temporary Traffic Control Field Manual. This traffic plan must be submitted to the Engineer at the preconstruction meeting and approved 1 week prior to the commencement of work.

Payment for cracksealing shall be on a unit price basis as contained in the Bid Proposal and shall be compensation for all labor, equipment, traffic control, sweeping/clean-up and materials necessary to complete the work as specified. The payment shall be based on pounds (lbs) of crackseal material applied per the bid.

**AGREEMENT
BETWEEN CITY OF FALCON HEIGHTS AND CONTRACTOR
FOR NON-BID CONSTRUCTION CONTRACT**

THIS AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“Owner” or “City”) and _____, a Minnesota corporation (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, 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 for the construction of the specified project (the “Work”) as further detailed in the General Conditions as if they were set verbatim and in full herein:

- A. This Agreement.
- B. 2025 Crack Seal Project 25-02 - Request for Quote prepared by City of Falcon Heights, dated _____.
- C. MnDOT Standard Specifications for Construction, 2020 Edition.
- D. Contractor’s Quote, dated _____.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts. Contract Document “A” has the first priority and Contract Document “D” has the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the Work in accordance with the Contract Documents. Contractor shall not begin any work until the City has received the signed contract and has reviewed and approved the insurance certificates and has given the Contractor a written notice to proceed. This contract may be terminated by the City at any time upon discovery by the City that the Contractor or any of its subcontractors has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in Minn. Stat. §16C.285, Subdivision 3, the Responsible Contractor statute.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contractor’s quote.

4. PAYMENT PROCEDURES.

A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer. All of the Contractor’s work and labor shall be subject to the inspection and approval of the City Engineer. If any materials or labor are rejected by the City Engineer as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City Engineer at the Contractor’s sole cost and expense.

B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work.

C. Payments to Subcontractors.

(1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.425, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

(2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Falcon Heights obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the City Engineer. Final completion of Work, including final restoration and establishment of permanent cover ("Restoration), occurs upon completion of all work under the Contract Documents as determined by the City Engineer.

5. COMPLETION DATE. All Work, except Restoration, must be completed by October 30, 2025.

6. CONTRACTOR'S REPRESENTATIONS.

A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Subcontracts:

(1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

(2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of the Contractor's employees.

(3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.

(4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. **WORKER'S COMPENSATION.** The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. **COMPREHENSIVE GENERAL LIABILITY.** Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured on a primary and noncontributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
Property Damage:	\$2,000,000 each occurrence

9. **WARRANTY.** The Contractor warrants all public utility work to be performed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period is one year after utilities are accepted by the City. The Contractor shall post a warranty bond in the amount of twenty-five percent (25%) of final certified costs of the utilities installed to secure the warranty. The bond must be furnished the City prior to final payment to the Contractor.

The Contractor shall be held responsible for any and all defects in workmanship and materials which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty work.

10. INDEMNITY. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost or reasonable attorney's fees it may incur as a result of any such claims.

11. PERFORMANCE AND PAYMENT BONDS. Performance and Payment Bonds are not required.

12. MISCELLANEOUS.

A. Terms used in this Agreement have the meanings stated in the General Conditions.

B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

D. Data Practices/Records.

(1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

(2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Agreement are subject to examination by the City.

E. The Contractor shall not discriminate in the hiring of labor for the performance of any work under this Agreement or any subcontract hereunder or in selecting a material supplier or vendor on the basis of race, creed, color, sex, or national origin; and shall not discriminate against any persons who are citizens of the United States and who are qualified and available to perform the Work on the Project. The Contractor and any subcontractor, material supplier, or vendor shall not in any manner discriminate against, or intimidate, or prevent the employment of any such person from performing work under this Agreement or any subcontract hereunder on the basis of race, creed, color, sex, or national origin. Any violation of this paragraph shall be a misdemeanor; and this contract

may be canceled or terminated by the City, and all money due, or to become due, may be forfeited, for a second or any subsequent violation of the terms or conditions of this Agreement.

F. Patented Devices, Materials and Processes. If the Contract requires, or the Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Agreement by either party, whether of the same or any other covenant, condition or obligation.

I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Agreement. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.

J. Severability. If any provision, term or condition of this Agreement is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire Contract.

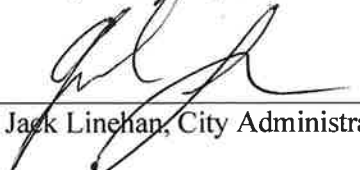
K. Entire Agreement. This Agreement represents the entire agreement of the parties and is a final, complete and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

L. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

M. If the Work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the Work but shall not be entitled to any other compensation.

CITY:
CITY OF FALCON HEIGHTS

By: 
Randy Gustafson, Mayor

By: 
Jack Linehan, City Administrator

CONTRACTOR:

By: _____
[print name]

Its _____ [title]

[Attach Form IC-134 as referenced in Paragraph 4C(2)]

BIDDER: Fahrner Asphalt Sealers, LLC

BID FORM

2025 CRACK SEAL PROJECT

CITY PROJECT NO. 25-02

FALCON HEIGHTS, MN

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has visited the Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- C. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- F. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Bidder further represents that:

- A. The prices in this Bid have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other Bidder or with any competitor for the purpose of restricting competition.

PROJECT #25-02 BID FORM

- B. The prices in this Bid have not or will not be knowingly disclosed to any other Bidder or competitor prior to evaluation of the Bids by OWNER.
- C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

<u>NO.</u>	<u>ITEM</u>	<u>UNITS</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
BASE BID					
1	CRACKSEALING MATERIAL (MNDOT 3723)	LBS	2950	\$ <u>5⁰⁰</u>	\$ <u>14,750⁰⁰</u>
GRAND TOTAL					\$ <u>14,750⁰⁰</u>

Completion Date: October 30, 2025

Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with the Specifications for the project before the dates or within the number of calendar days indicated in the Contract Documents.

SUBMITTED on July 11, 2025

If Bidder Is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of General Partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

A Corporation

Corporation Name: Fahrner Asphalt Sealers, LLC

NO SEAL
ADOPTED

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: 
(Signature)

Name (typed or printed): Jeff Sheehan

Title: Vice President

Attest: 
(Signature of Corporate Secretary)

NO SEAL
ADOPTED

Business address: 6615 US Hwy 12W

Eau Claire, WI 54703

Phone No.: 715-874-6070 Fax No. 715-874-6717

Email address: jeff.sheehan@fahrnerasphalt.com

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of Joint Venture Partner)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

PROJECT #25-02 BID FORM

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature)

Name (typed or printed): _____

Type: _____

Business address: _____

Phone No.: _____ Fax No. _____

Email address: _____

Phone and Fax Number, Email Address, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

CERTIFIED RESOLUTIONS

The undersigned, being the duly elected and acting Secretary of Fahrner Asphalt Sealers, L.L.C., a Wisconsin limited liability company (the "Company"), hereby certifies that the following resolutions were unanimously adopted and passed at a meeting of the members of the Company pursuant to the provisions of Section 183.0404 of the Wisconsin Statutes and that the resolutions are now in full force and effect.

RESOLVED, that effective January 1, 2024, Jeffrey Schuh is hereby removed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

RESOLVED, that effective June 1, 2024, James Rozumalski is hereby removed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

RESOLVED, that effective January 1, 2024, Brent Berg is hereby appointed as a Vice President of Fahrner Asphalt Sealers, L.L.C.

RESOLVED, that effective January 1, 2024, any one of the following named persons are hereby authorized for and on behalf of the Corporation to make, sign, enter into and execute any bids, contracts, subcontracts, bonds or other documents and instruments in connection with work to be performed by the Corporation or for the purchase of materials or property on behalf of the Corporation.

<u>Name</u>	<u>Title</u>
Kevin M. Kruckow	Co-President
Michael S. Frodl	Co-President
Troy Carlson	Vice President
Jeff Shcehan	Vice President
Ben Linzmeier	Vice President
James Rozumalski	Vice President (until June 1, 2024)
Brent Berg	Vice President
John Crowley	Secretary and Treasurer
Tyler Cass	Assistant Secretary
Jeff Salewske	Assistant Secretary

Dated this 1st day of January, 2024.



John Crowley, Secretary

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	July 23, 2025
Agenda Item	G6
Attachment	
Submitted By	Roland Olson, Finance Director

Item	Lawful Gambling Regulatory Tax Reimbursement to Roseville Area Youth Hockey
Description	Roseville Area Youth Hockey (License # 03191) currently conducts Lawful gambling at Stouts Pub & Grill in Falcon Heights located on Larpenteur Avenue. Minnesota Statutes, Section 349.213, Subdivision 1, Paragraph (f)(2), allows a city or county to require (by ordinance) an organization to contribute up to 3% regulatory tax and 10% per year of net profits to a fund that the city administers. The City of Falcon Heights maintains a Charitable Gambling fund that is financed by a tax on charitable gambling activity within Falcon Heights. By city code there is a 3% local regulatory tax component and a 10% component on the net proceeds. With the 3% component, the regulatory tax on proceeds are required to be returned to the gambling operation after expenses are deducted to regulate the operation. The City needs to reimburse Roseville Area Youth Hockey for the excess 3% funds. The excess regulatory funds total \$14,609 for 2024 and need to be refunded. The 10% component is a tax on the net proceeds which the City can use for a variety of Statute specific purposes. Lawful purpose expenditures can be used for these funds. One of these purposes is that a contribution to a 501(c)(3) is allowable. The 2026 budget provides an opportunity to determine future lawful purpose expenditures. A budget amendment needs to also be done. Originally it was estimated that in the 2025 budget, an estimate of \$7,000 regulatory fee was to be refunded to the organization. It appears that it should be raised to an estimated \$18,000. This would include a refund from 2024 of \$14,609. The estimated reimbursement for 2025 is not yet determined. The operation is better than what had been before with another organization.

	202-4202-89100 increase to \$18,000
Budget Impact	The charitable gambling fund within the City holds the funds and from this fund the regulatory reimbursement to Roseville Area Youth Hockey is made. Also, appropriate lawful purpose expenditures can be made from the 10% component once a decision is made by the city council.
Attachment(s)	
Action(s) Requested	Reimburse Roseville Area Youth Hockey for the excess regulatory tax and increase the budgeted expense as discussed above.

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2025
Agenda Item	Policy H1
Attachment	
Submitted By	Jack Linehan, City Administrator

Item	Setting Date of Joint Workshop with Planning Commission of Wednesday, August 6 th at 6:30PM for Les Bolstad Golf Course Sale Timeline & Stakeholder Identification
Description	One Friday, June 6th, the City of Falcon Heights was notified of the University of Minnesota's intent to pursue the sale of the Les Bolstad Golf Course property. As the owner of the parcel, the University of Minnesota has sole authority of the sale of the property, but the City of Falcon Heights controls the rezoning of the property if it were to change from the current land use of P-1 Public Land. Following rejection of purchase of the property at the July 9th meeting, the next official step will be for the City Council to start identifying stakeholders in the rezoning and planning process of the project. As all land use changes will first go through the planning commission, it would be important to have participation from both bodies to clarify roles of the bodies, identify whether appointment of another advisory body to oversee planning makes sense, and discuss who may need to be included as stakeholders in the planning process.
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	The City Council is requested to approve setting the date for a joint workshop with the Planning Commission of Wednesday, August 6 th to begin planning discussions around the University of Minnesota's upcoming sale of the Les Bolstad Golf Course property.