

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

AGENDA - AMENDED
April 22, 2026 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON MAY MOGEN
MIELKE WASSENBERG
STAFF PRESENT: LINEHAN JOHNSON
- C. APPROVAL OF AGENDA *Wassenberg 5-0*
- D. PRESENTATION
1. St. Anthony Police Department Annual Report from Chief Spiess
 2. Presentation of Updated City Website
- E. APPROVAL OF MINUTES: *Mielke 5-0*
1. March 25, 2026 City Council Workshop Meeting Minutes
 2. April 8, 2026 City Council Workshop Meeting Minutes
 3. April 8, 2026 City Council Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA: *Gustafson 5-0*
1. General Disbursements through 4/17/26: \$85,011.91
Payroll through 4/9/26: \$21,955.79
Wire Payments through 4/17/26: \$15,571.04
 2. Approval of City Licenses
 3. ~~Approval of Ordinance 26-04 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions~~
 4. Approval of Resolution 26-31 Reappointing Jacob Brooks to the Planning Commission
 5. Approval of Resolution 26-32 Approving a Contract with Electro Watchman Inc. for the Expansion of Current Lenel/S2 Netbox System for Added Access at Community Park
 6. Approval of Resolution 26-33 Authorizing the Budget Amendments to Transfer Funds and for the Purchase of 1407 Larpenteur Ave. W. - Get Pressed
 7. Approval of Resolution 26-34 Authorizing a Change Order for 2026 Sanitary Sewer CCTV & Clean Project #26-02 with American Environmental, LLC
 8. Consideration of City Hall Operating Under Summer Hours
 9. Approval of Resolution 26-35 Awarding Bid for the 2026 Sanitary Sewer Lining Project FH 25-03 to Visu-Sewer

10. Approval of Resolution 26-36 Authorizing the City to Enter into a Grant Agreement with the Minnesota Department of Natural Resources Outdoor Recreation Grant Program
11. Approval of Resolution 26-37 Authorizing the Purchase Agreement for Playground Equipment from Northland Recreation at Community Park

H: POLICY ITEMS:

1. Approval of Resolution 26-38 Appointing Members to the Les Bolstad Golf Course Redevelopment Community Advisory Committee (CAC)
2. **Request of Out-of-State Travel Reimbursement for an Elected Official**

- Wassenberg
5-0

I: INFORMATION / ANNOUNCEMENTS:

Wassenberg
5-0

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:

Mink 5-0

*Amendments to the agenda are noted in **bold** for additions and ~~strickthrough~~ for removals.*

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2026
Agenda Item	Presentation D1
Attachment	Presentation
Submitted By	Jack Linehan, City Administrator

Item	Presentation from St. Anthony Police Department Chief Jeff Spiess - Annual Report of Police Services
Description	<p>On March 1, 2025, the City of Falcon Heights transitioned to the St. Anthony Police Department as our police services provider. St. Anthony Police Department Chief Jeff Spiess will attend the meeting to provide an overview of the first year of the partnership and answer questions from the City Council. He plans to cover:</p> <ul style="list-style-type: none"> • Accomplishments and upcoming goals • Community engagement events we've been a part of • Some call data and traffic data • Hiring updates • Answer questions
Budget Impact	N/A
Attachment(s)	Presentation
Action(s) Requested	No action is requested from the Council for this informational item.



Integrity. Courage.
Compassion.

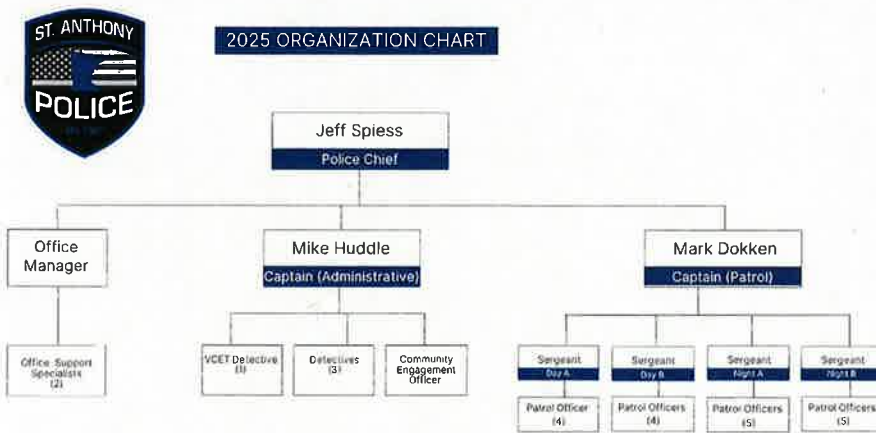


POLICE DEPARTMENT ANNUAL REPORT 2025 CITY OF FALCON HEIGHTS

Presented By
Jeff Spiess, Chief of Police
April 22, 2026

DEPARTMENT OVERVIEW

OUR MISSION: To improve the overall quality of life by preserving the peace and safety of the community.



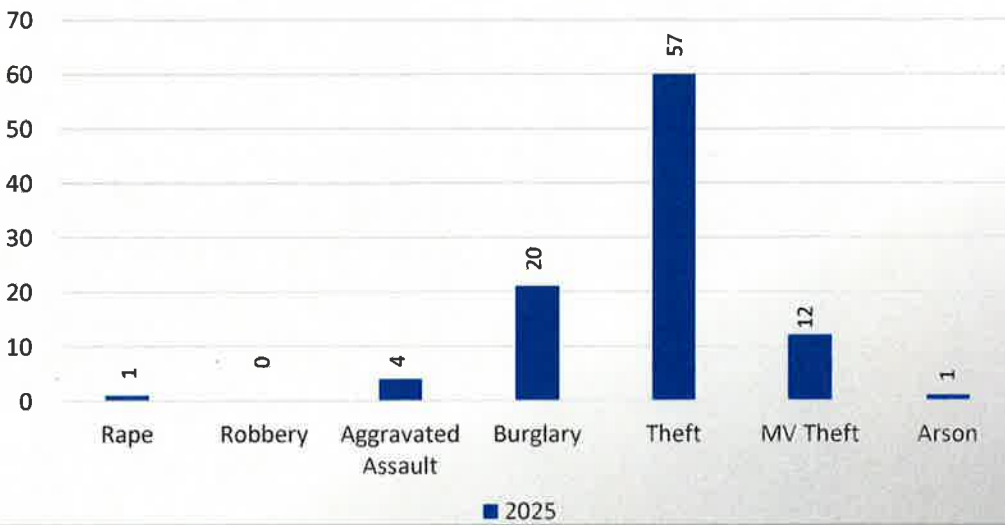
DEPARTMENT SUMMARY

Building Success through Strategic Recruitment, Effective Training, and Innovative Planning

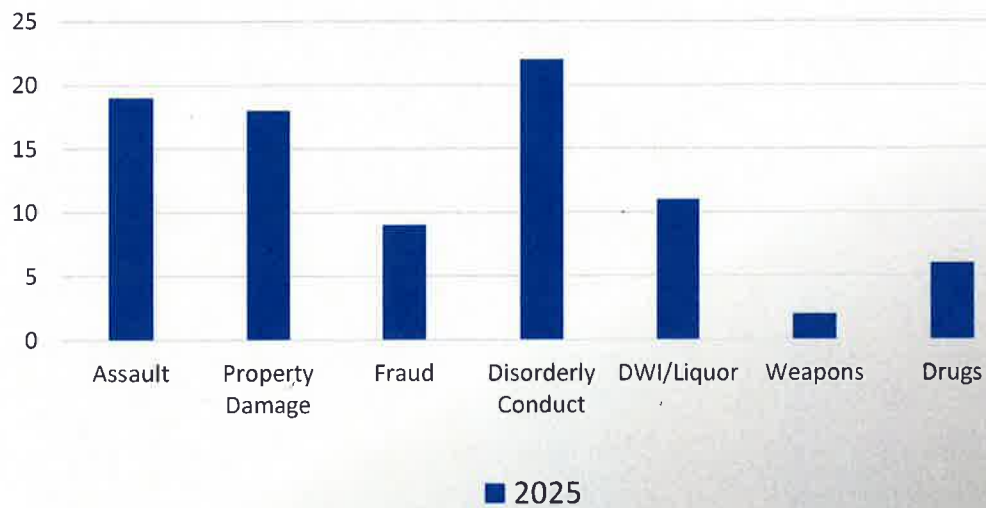
Department Strength		Department Fleet	
25	Full Time Police Officers	8	Marked Squads
1	Full Time Community Service Officer	7	Unmarked Vehicles Assigned to Chief, Captains, Detectives & Special Detail
3-5	Part Time Cadets (fluctuates)		
3	Full Time Civilian Support Staff	1	Marked CSO Unit



CRIME STATISTICS: PART I CRIMES



CRIME STATISTICS: PART II CRIMES



2025	
Assault	19
Property Damage	18
Forgery / Fraud	9
Disorderly Conduct	22
DWI/Liquor	11
Weapons	2
Drugs	6



INVESTIGATION REVIEW

219

Total Criminal Cases

65

Total Cases Cleared by Arrest

92

Total Cases Closed

27

Total Cases Cleared by Other



Captain Mike Huddle

42% Clearance Rate
in 2025



PATROL REVIEW

Responsive Proactive Deterrence Safety		
2025	2024	Staffing Overview
19	16	Patrol Staff including Sergeants
1 Supervisor with 4-5 Officers	1 Supervisor with 3 Officers	Four Shifts



Captain Mark Dokken

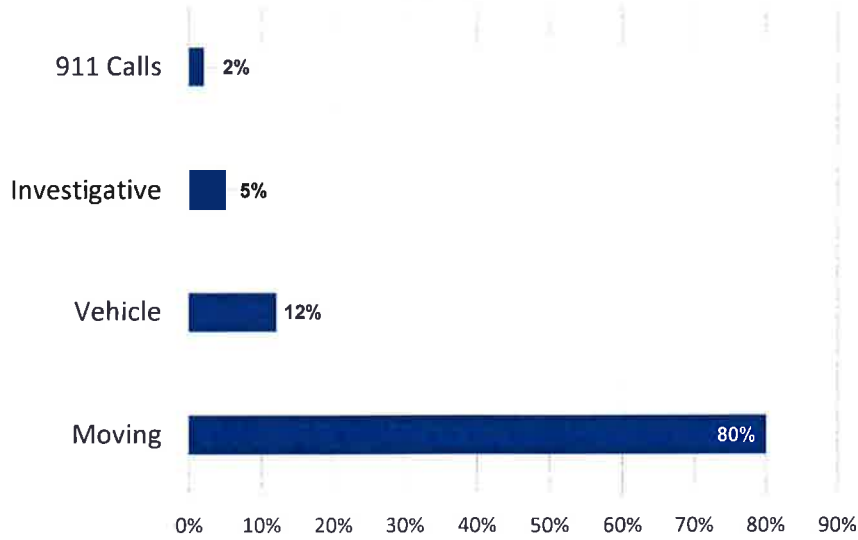
Duties:

- Respond to 911 calls
- Proactive Patrol
- Community Building
- Crime Detection and Deterrence
- Traffic Safety Initiative



PATROL REVIEW: REASON FOR STOP DATA

2025



EDUCATION OVERVIEW

Training Objective

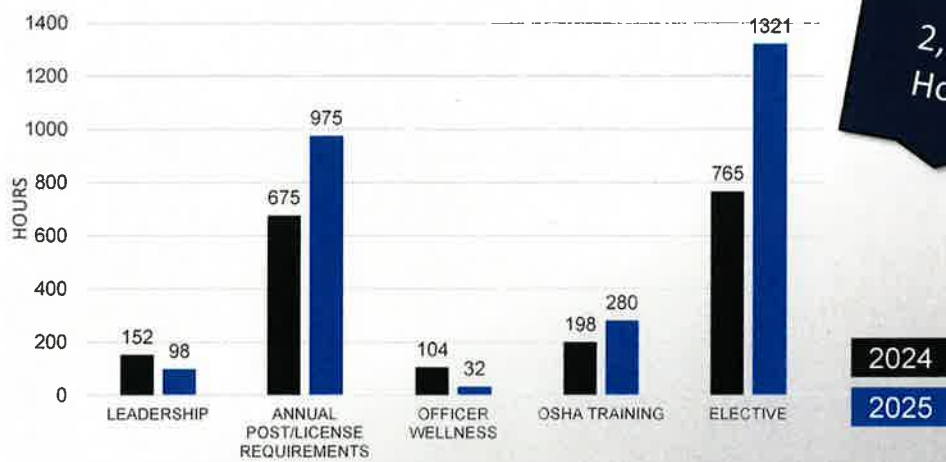
Provide continued professional development, enhance safety of officers and community & foster unity of purpose and cooperation with the community.

Total Training Hours: **2,706**

- Content reviewed by MN POST Board and Saint Anthony PD Command to ensure adherence with Strategic Plan
- Implemented Vector Solutions Software to document training, streamline records, and assist with compliance
- Utilizes both virtual and in-person platforms



EDUCATION SUMMARY: TRAINING



INNOVATION & TECHNOLOGY

Body Worn Camera Program – Year 6

✓	Reviewed 100% of videos in all Use of Force incidents and allegations of officer misconduct
625 Videos Reviewed	Monthly Internal Compliance Checks with 99% compliance rate
✓	Next biennial audit: November 2026
✓	Exploration and selection of new Axon video recording system to implement in 2026



2025 INNOVATION & TECHNOLOGY

Unmanned Aerial System Program – Year 1

Enhances public safety and improves emergency response

Aids in locating fleeing suspects, missing and vulnerable adults and monitors large-scale public events

Five St. Anthony Police Officers have completed required FAA training to become UAS pilots

Features thermal camera for night operations, weather resistance for rain and snow flights, 27 mph wind resistance and 40 minutes of flight time on one set of batteries

Provides rapid deployment capability during critical incidents



- Deployed 31 times (28 training flights)
- Searched for suspect in domestic assault
- Located individuals suspected of copper wire thefts
- Assisted neighboring agency in search of armed subject



STRATEGIC RECRUITMENT

Multi-faceted Approach

Quick Contact

Ride-Alongs

Prompt Interviews

Nimble & Responsive

Lateral Officer Focus

Cadet Program Growth

Grant Opportunities: ICPOET



WELLNESS FOCUS

Supporting Wellness – Mind, Body, Spirit

Internal Peer Support program provides confidential support and connects personnel with resources when personal or professional challenges arise

Use of Cordico Wellness App

Provide family support

Workout Center provides physical fitness opportunity while on duty

Chaplain program for spiritual support

Annual check-ins with licensed mental health professional



Wellness resources for Officers and families promote long-term health, resilience and job performance



SOCIAL MEDIA ENGAGEMENT

Officers use social media as a method of effectively informing the public about department services, issues, investigations and other relevant events

ST. ANTHONY POLICE

Connect with us!

- @St. Anthony Police
- @StanthyPolice
- @StAnthonyPolice

Platform	Followers	Change
Facebook	9,501	+60%
Instagram	2,705	
X	5,870	



COMMUNITY ENGAGEMENT

Every officer is a community engagement officer.
Every encounter is engagement.



Dedicated Team

- Operates social media
- Meets quarterly to plan
- Organizes community events and presents to the public
- Develops youth and other programs as a form of engagement and education

Officers documented 260 community engagement opportunities while on patrol in Falcon Heights in 2025.



COMMUNITY ENGAGEMENT

Building a Safe Community

- Annual Summer Safety Camp instructing 30 incoming 4th graders on topics such as firearm safety, CPR/First Aid, using 911 and water safety.
- Camp included a K9 Demo, Emergency Vehicle Tours, and Obstacle Course.



COMMUNITY ENGAGEMENT EVENTS

Building a Strong Community

- Coffee with a Cop at Town Square Apartments, Amber Union and Coffman Estates (5 Events)
- The Hendrickson Resident Meeting
- Curtiss Field Spring Together Event
- Ice Cream Social
- Falcon Heights Elementary Back to School Event
- Falcon Heights Elementary Open House
- Scam Prevention Seminars
- MN Night to Unite



WORK PLAN ACCOMPLISHMENTS

1. Staffing	2. Innovation and Compliance	3. Community
Bold Recruitment & Retention Plan	Launched department's drone program	Successfully reintegrated police services in City of Falcon Heights
Conducted promotional process for a Detective position	Passed biennial external audit of Body Worn Camera program	Provided patrol coverage for major events at Minnesota State Fairgrounds including MN State Fair, MSRA Back to the 50s, and Street Machine Summer Nationals
Hired and training four new officers	Explored and selected new Axon Video Recording system for 2026 implementation	Documented over 514 community engagement contacts including participation in numerous community events
Promoted additional Captain to oversee Patrol Division		
Awarded ICPOET grant to fund training of two additional aspiring police officers	Enhanced social media outreach and public communications	



WHAT'S ON DECK

Looking Ahead to 2025-2026

- Continue Falcon Heights integration
- Increase involvement with youth and under-represented populations
- Implement body camera cloud storage solution
- Long-term strategy for recruitment and retention
- Continue exploration of public safety facility and renovations
- Expand Peer-to-Peer support team with surrounding agencies
- Research fitness reward programs
- Explore therapy dog program
- Train new office support staff



MINNESOTA DEPARTMENT OF PUBLIC SAFETY



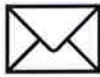
OFFICE OF JUSTICE PROGRAMS



STAY CONNECTED



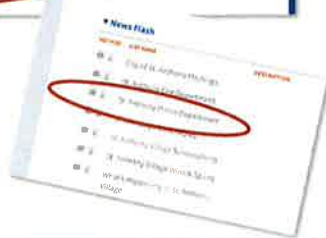
- Get Updates via savmn.com
- Sign up for notifications



- Email us at police@savmn.com
- Request police records at sapdrecords@savmn.com



- Call us at **612-782-3350** to arrange for a meeting via phone or in person



ANNUAL REPORTS 2025



This report can be viewed online at: www.savmn.com



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ITEM FOR DISCUSSION

Meeting Date	April 22, 2026
Agenda Item	D2
Attachment	See Below
Submitted By	Elke Johnson, Administrative & Communications Coordinator Ainsley Brown, Administrative & Communications Intern

Item	City Website Redesign Update Presentation
Description	<p>In July 2025, the City Council awarded the contract to Civic Plus for the City Website Redesign Project.</p> <p>In Fall 2025, Civic Plus coded and designed the new website – which included automatic site remediation to ensure ADA Compliance and an accessibility toolkit to assist users visiting our site. Staff worked with Civic Plus to pick out fonts, colors, and other format details which were coded into the site.</p> <p>Civic Plus moved over the webpages and documents from the previous website onto the redesigned one, however the content of the pages was out-of-date, and the layout of some pages needed adjusting.</p> <p>Starting in January 2026, staff worked on updating, rearranging, and cleaning up the webpages on the newly redesigned website. Staff also removed pages more than three years old, such as information regarding how to join online City Council meetings during the COVID-19 pandemic.</p> <p>Staff rearranged the site map to help create more user-friendly website navigation, as well as added events to the new website calendar.</p> <p>There is some work left to be done on the website, including continuing to migrate content, updating photos and uploading up-to-date and accessibility compliant documents.</p> <p>The website redesign draft is now ready to be presented to the City Council for feedback and direction before finalizing the website for launch later this Spring.</p>
Budget Impact	None
Attachment(s)	N/A

Action(s) Requested	Staff requests feedback/ direction on the content of the website redesign draft.
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CITY OF FALCON HEIGHTS
City Council Workshop
City Hall
2077 West Larpenteur Avenue

MINUTES
Wednesday, March 25, 2026
6:00 P.M.

A. CALL TO ORDER: 6:03 PM

B. ROLL CALL: GUSTAFSON_X_MAY_X_
 MIELKE_X_MOGEN_X_WASSENBERG_X_

STAFF PRESENT: LINEHAN_X_

C. POLICY ITEMS:

1. Presentation by Roseville Area Community Foundation (RACF) (6:00)

Linehan introduces the Roseville Area Community Foundation, could be a potential partner in helping the city distribute the charitable gambling proceeds equitably and fairly.

Ginny Allen, board member, Dawne Brown White, president, Beth Salzl, treasurer. For the City of Roseville, The Foundation takes proceeds from the gambling fund and invests half of it in a permanently restricted fund, that gets invested, the other half remains available for grant programming. They have two grant programs, responsive grant making, that benefits the School District and community organizations.

Report to the Minnesota Attorney Generals' Department and IRS. All of their information is public for transparency.

Linehan explains that Falcon Heights receives funds through a 10% contribution from the Roseville Area Youth Hockey Association, it has been building, now there are unused funds.

The cities also receive a 3% monthly tax to cover administrative costs. Falcon Heights reimburses this to the Association. The City of Roseville provides 5% from the 10% contribution to the Roseville Area Community Foundation and they keep the other 5%. Cities find different ways to use or disburse the funds with the limits of the Minnesota State Statute.

Salzl explains if Falcon Heights were to contribute, funds would be distributed to the School District covering Falcon Heights, they have donated to the Peace Garden. Dawn provides a list of organizations within or serving Falcon Heights that have received funds from the Foundation. Allen adds there is an even more extensive list of

organizations that serve Falcon Heights. May – total amount of grants per year? Brown White, about \$150,000 per year, this has been increasing yearly.

Allen – new initiative, create meeting the moment grant, limit of \$20,000 for organizations reacting to unprecedented needs that have emerged because of recent events.

Brown White believes that the restricted fund has been doing well. And will have conversation with Roseville to determine what will be done with it once it reaches a certain amount, and what this amount would be.

Mogen wonders about the proposal for Falcon Heights? Salzl recommends adding it to the unrestricted fund, and continue to contribute to Falcon Heights organizations, which the foundation is already doing. There is also the ability to create a restricted fund. Recommends comingling the funds. Wassenberg suggest presenting an annual report to show to residents which organizations benefitted.

May, could the city decided one year, to keep the funds, or would this be a permanent agreement. Salzl, up to the council, could also pass this project or organization in need to the foundation and they can donate directly to that.

Brown White adds that they do all the due diligence verification necessary before providing a grant as well as post grant reporting. Linehan, staff has let the funds build, there is no current plan and methods for distribution.

Mielke wonders if the foundation also accepts donations, Salzl, yes they do. Example, of memorial bench at a park.

Mogen, wonders if there are any additional costs for the City of Falcon Heights. Brown White says, the foundation has very little administrative costs. They use the investment fund, there are no extra costs to the cities.

Gustafson recaps the funding for all forms of charitable gambling. The organizations responsible for the charitable gambling make their money, and only contribute a portion of their proceeds to the cities, which in Roseville's case they donate a portion to RACF, which they use to invest back into the community and a portion they keep.

Linehan explains, there is no direction needed at this time, this was an opportunity to provide more information on what the foundation does.

2. Community Advisory Committee – Application Review Process (6:20)

May explains, 24 applications were received, spread out across the neighborhoods in the city and also representing most of the City Commissions. Next, discuss criteria by which to select applicants for an interview. She wonders if a staff member should be included in the interviews. Mielke: are interviews in-person or virtual? Mogen doesn't see a need to include staff in interviews. Mogen and Mielke added notes to their applicant reviews about who should be interviewed. Staff will be involved with the TAC. It is recommended to not interview everyone, and also update candidates who will not be interviewed.

Mielke is uncomfortable with a councilmember's spouse potentially being on the CAC; other councilmembers express no concern with it. May will recuse herself from any interviewing or decision-making regarding her spouse's application. All commissions are represented except for the Community Engagement Commission. Suggestion to replace it with an at-large candidate. Mogen believes that a number of applicants who applied had expertise in planning or an understanding of development, this expertise would come in handy for serving on this committee, and so it would make sense to view them as at-large representatives. Gustafson agrees, the idea is to assist the developer with a master plan and ensure it aligns with community values. The technical advisory committee will make sure that what the community wants to happen can happen. May ensure the process is actively communicated back to residents, and engaging the community is important.

May and Wassenberg will determine a chair for the CAC based on the interviews.

Linehan wants to ensure that the application process is closed, and staff can communicate so. If there are vacancies, the process for backfilling a position can be determined then.

3. Lauderdale Street Sweeping Contract Proposal (6:45)

Linehan explains that Falcon Heights replaced their street sweeper and that staff has been working with Lauderdale on providing them street sweeping services. Falcon Heights can deliver more sweeps throughout the year at no additional cost and believes it can provide a higher level of service. This contract would help finance the sweeper as well. It is a favorable situation for both Falcon Heights and Lauderdale.

Gustafson wonders if higher cost of fuel is incorporated in this contract. Linehan, this would need to be monitored. The extra mileage it would add isn't significant; the main cost is the equipment itself. Linehan notes Lauderdale just approved their side of the contract and are excited. They built in a 3% annual increase, similar as the snow plowing contract.

4. Consider Approving a Contract with TimeSaver OffSite Secretary, Inc. for Recording Minutes (6:50)

Linehan explains that since the city switched to two workshops per month, the staff load of minute taking has increased.

The Administrative and Communications Coordinator is responsible for City Minutes, but it can be time-consuming depending on the length of the meeting. Johnson compiled a list of cities that TimeSaver provides services for and also approximated costs based on 2025 meetings, which would be approximately \$10,000. Another benefit is continuity of meeting minutes in case there is staff turnover. Mielke wonders about hiring a part-time person or freelance role. Wassenberg states support for the idea, but interested in the expansion of AI technology to assist.

Council discusses what style minutes. Linehan explains they use two rates, and they apply the highest rate. Linehan adds that staff added a quote from a second firm, there is also an AI-based solution, it would require more staff time.

Linehan and Council agree to table the discussion until staff can bring more details and alternatives.

D. ADJOURNMENT: 7:00 PM

Mayor Gustafson motions to adjourn the meeting;
Approved 5-0

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

Dated this 22nd day of April, 2026



Jack Linehan, City Administrator



Randall C. Gustafson, Mayor

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

MINUTES
Wednesday, April 8, 2026
6:00 P.M.

A. CALL TO ORDER: 6:00 PM

B. ROLL CALL: GUSTAFSON_X_MAY_X_
 MIELKE_X_MOGEN_X_WASSENBERG_X_

STAFF PRESENT: LINEHAN_X_MYHREN_X_

C. POLICY ITEMS:

1. Consideration of Fairway Commons Planned Unit Development Amendment Proposal

Linehan introduced the workshop's purpose, explaining that the goal was to discuss the Fairway Commons project with the development team, review potential amendments to the Planned Unit Development (PUD), and allow council members to ask questions in an informal workshop format before the formal presentation during the regular meeting.

Community Development Coordinator Myhren provided an overview of the project, noting that the Planning Commission had voted to recommend approval of the amendment. She explained that this proposal essentially involves swapping out the previously approved Amber Flats plans with the new Fairway Commons plans. While Amber Flats had three main deviations from city code (impervious surface, height, and parking), Fairway Commons has only two main deviations: building height up to 50 feet and slightly insufficient underground parking (just under the required 80% of parking spaces below ground).

Myhren detailed the Planning Commission's five original conditions and presented ten additional and revised conditions that staff had developed. Key conditions included tree replacement requirements, snow storage limitations, open space maintenance, electric vehicle charging stations, height restrictions, side yard setback provisions, parcel recombination, parking lot maintenance agreements, and on-site property management requirements.

The discussion then focused extensively on several specific issues:

- Electric Vehicle Charging Stations: Mielke raised concerns about the placement and accessibility of the required four charging stations. The Planning Commission had recommended they be placed at least 50 feet from the main entrance to prevent non-electric vehicle users from parking in these spots simply because they're convenient. Council Member Wassenberg, describing himself as a longtime electric vehicle owner, strongly recommended placing the charging

stations in the least desirable parking spots to prevent "icing" (internal combustion engine vehicles parking in electric-only spaces).

Developer Marty O'Connell expressed concerns about public access to the charging stations, preferring to limit access to residents and their guests for security reasons. Gustafson questioned whether requiring public charging stations was appropriate, given that this would be a first-time requirement not applied to other multifamily housing in the city. The discussion revealed that while the city's code doesn't require charging stations to be public, the PUD format allows for such specific conditions.

After considerable back-and-forth, the group discussed whether the stations could be split between indoor (underground garage) and outdoor locations, with the developer noting that two dual-port charging stations would serve four vehicles total.

- **Property Management Requirements:** The condition requiring an on-site property management staff person sparked significant discussion about operational requirements. O'Connell explained their standard business model includes a property manager and maintenance technician on-site Monday through Friday, 8:00 to 4:30, with after-hours emergency response through an on-call system.

Gustafson questioned whether requiring specific operational details was appropriate for a PUD, noting that the city doesn't typically dictate operating hours for other businesses or rental properties. Council members debated whether this was an overreach of municipal authority or an appropriate condition for a variance. Ultimately, they agreed to keep the language general, requiring property management staff to be "maintained on-site" without specifying exact hours.

Technical Zoning Issues: Wassenberg identified a technical issue with side yard setbacks, noting that if the building reached the full 50-foot height allowance, the required side yard setback of half the building height would be 25 feet, but the current plans showed only 24.5 feet. This prompted discussion about whether this constituted an additional variance or could fall under the city administrator's 5% variance authority.

After mathematical calculations, staff determined this could be addressed by specifically stating the side yard setback as shown on the approved plans rather than creating an additional variance requirement.

- **Building Modifications:** Myhren noted that the developer had made slight modifications to increase the size of one-bedroom units by approximately 96 square feet per unit, creating bump-outs on the building's east side. This change would slightly increase impervious surface coverage from 62.7% to 63.3% but would remain well under the maximum allowed percentage and wouldn't affect setback requirements.

The council members expressed general satisfaction with the project and the revised conditions. Gustafson noted the community need for senior housing, sharing that a coworker had recently asked about senior housing options in Falcon Heights. The developer confirmed their timeline of beginning

construction in July if approvals are received, with completion expected in approximately 18 months.

2. Consideration of the City's Acquisition of 1407 Larpenteur Avenue West

Linehan explained that while this item had been discussed extensively in closed sessions throughout 2025 and 2026 due to the sensitive nature of real estate negotiations, he wanted to provide council members an opportunity for any final questions or concerns before the formal presentation during the regular meeting.

Linehan noted that detailed information wasn't included in the workshop packet to avoid premature public disclosure during negotiations, but the information would be available for the regular meeting. He emphasized that having a signed purchase agreement would significantly improve the city's ability to secure grants for site remediation, as grant agencies prefer applicants with site control rather than those merely in negotiations.

Council members expressed satisfaction with how the acquisition process had been handled. Linehan mentioned having already begun working on a grant application that day. The council indicated readiness to proceed with the formal consideration during the regular meeting.

The discussion confirmed that acquiring the property would open opportunities for various grants to help with remediation costs, and having site control through a purchase agreement would be much more favorable for grant applications than simply being in negotiations.

D. ADJOURNMENT: 6:56 PM

Councilmember Wassenberg motions to adjourn the meeting;
Approved 5-0

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Dated this 22nd day of April, 2026



Jack Linehan, City Administrator



Randall C. Gustafson, Mayor

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Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

MINUTES
April 8, 2026 at 7:00 P.M.

A. CALL TO ORDER: 7:00 PM

B. ROLL CALL: GUSTAFSON_X_ MAY_X_ MOGEN_X_

MIELKE_X_ WASSENBERG_X_

STAFF PRESENT: LINEHAN__ MYHREN_X_

C. APPROVAL OF AGENDA

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

D. PRESENTATION

E. APPROVAL OF MINUTES:

1. March 25, 2026 City Council Regular Meeting Minutes

Councilmember Mogen motions to approve the meeting minutes;
Approved 5-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 4/3/26: \$215,965.77
Payroll through 3/26/26: \$23,743.71
Wire Payments through 4/3/26: \$16,212.28
2. Approval of Resolution 26-25 Authorizing Application for the Livable Communities Development Project Grant Program for Fairway Commons
3. Approval of Resolution 26-26 Authorizing Application for the Livable Communities Small Area Planning Project Grant Program for the Les Bolstad Golf Course Redevelopment Master Plan
4. Approval of Comcast Agreement for Wi-Fi Installation at Community Park
5. Approval of Resolution 26-27 Declaring the Public Works 2010 Elgin Crosswind Street Sweeper as Surplus to Sell to Purple Wave Auction
6. Approval of Resolution 26-28 Accepting the Resignation of Joe Morseth from the Parks and Recreation Commission and Declaring a Vacancy
7. Approval of Resolution 26-29 Appointing Caitlin Klæui to the Community Engagement Commission

Mayor Gustafson motions to approve the consent agenda;
Approved 5-0

H: POLICY ITEMS:

1. Consideration of Fairway Commons Planned Unit Development Amendment Proposal

Community Development Coordinator Myhren presented the proposal to amend the existing Amber Flats Planned Unit Development to Fairway Commons. She explained that this was not a reversal of the existing PUD but rather swapping out the plan. The existing Amber Flats PUD would remain in city code even if this proposal were denied.

Myhren provided background on the location, noting it would be roughly in the same location as Amber Flats was proposed, with potential for moving the entrance about 60 feet east to align with existing drives. She reviewed the purpose of PUDs, which allow flexibility in site design, conservation of land and open space, and deviations in standards.

The proposal comparison showed Amber Flats at 96 units versus Fairway Commons at 110 affordable senior living apartments. Fairway Commons would have 116 parking spaces (44 surface, 72 sublevel) and a maximum height of 45 feet 6 inches, potentially increasing to 49 feet 6 inches with 9-foot ceilings, written to allow up to 50 feet for flexibility.

Myhren reviewed city code requirements, noting that Fairway Commons meets most requirements. The project meets density requirements at just under 40 dwelling units per acre, meets setback requirements from residential property at 153.5 feet from Hollywood Court, but is slightly under the requirement for 80% underground parking with 72 sublevel spaces where 88 would be required.

The Planning Commission held a public hearing on March 24th with a few residents attending, mostly concerned about traffic and safety requirements. The Planning Commission unanimously recommended approval to City Council.

Myhren outlined numerous conditions including tree maintenance, snow storage limitations, open space preservation, electric vehicle charging stations, height restrictions, setback maintenance, parcel combination requirements, parking agreements, and on-site property maintenance staff.

Marty O'Connell from Velair Development presented on behalf of the developer. He provides background on Velair and the development team. They are experienced in providing affordable senior housing.

The Fairway Commons proposal includes 110 age-restricted units with a mix of studio, one-bedroom, and two-bedroom units over one level of enclosed underground parking. Common amenities will include outdoor patio with grilling stations, community room, library and craft room, fitness center, package room, and four EV charging stations. Unit features include quartz countertops, in-unit washer and dryer, adjustable thermostats, and LVP flooring.

O'Connell explained the site layout, noting preservation of existing parking easement for 54 stalls for Amber Union use, while providing 116 parking stalls for Fairway Commons. The building footprint and general layout closely follows the previously approved Amber Flats PUD design.

The development will actively explore implementing geothermal heating and cooling systems. If implemented, this would eliminate exterior metal louvers and potentially

add one wellhead in the northwest corner of the site, which could be screened with landscaping.

Housing will have rent and income restrictions tied to housing tax credits, averaging 60% area median income limits. Rent ranges are projected at \$648-\$1,100 for studios, \$1,300-\$1,500 for one-bedrooms, and around \$1,800 for two-bedrooms. Age restrictions require at least one household member to be 55 or older, with all members 40 or older.

The management plan includes long-term ownership requirements (minimum 15 years), access control via resident fobs, extensive security camera coverage, on-site property manager and maintenance technician, and coordination with local police department before opening.

O'Connell outlined key benefits including 110 units of new senior housing, increased commercial demand, projected \$80,000 annual property tax increase, and a one-time bond issuance fee of \$50,000-\$60,000 to the city. No city financing assistance is requested beyond acting as bond conduit.

The development schedule anticipates construction starting in July 2026 with completion in mid to late fall 2027.

Council members expressed appreciation for the investigation of geothermal heating and cooling, the company's willingness to work with the city and planning commission, and the provision of affordable senior housing to meet community needs.

Councilmember Wassenberg Motions To Approve Ordinance And Summary
Ordinance 26-03 Amending Chapter 113 Of The Falcon Heights City Code
Concerning Amber Flats Planned Unit Development;
Approved 5-0

2. Approval of Resolution 26-30 Authorizing the Execution of a Real Estate Purchase Agreement for 1407 Larpenteur Avenue and 0 Larpenteur Avenue West

Linehan presented the proposal to authorize execution of a real estate purchase agreement for the property commonly known as Get Pressed at the corner of Larpenteur and Albert. The property has a long history as commercial use with significant environmental challenges from its past as a dry cleaner and fuel station with sealed underground tanks.

In 2023, the city obtained a Brownfield Assessment Grant from the Minnesota Pollution Control Agency, providing about \$100,000 worth of environmental assessment services through Bay West. The assessment found pollution contaminants in soil samples, with MPCA creating a response action plan estimating \$370,000 in cleanup costs.

The current owner brought forward two informal proposals to the Planning Commission - first for 12 townhomes, then 10 units - but could not make the numbers work without grant funding for environmental cleanup. MPCA and partners suggested the city acquire the property for fair market value.

The city hired a professional appraisal firm that determined the property would be worth approximately \$675,000 if clean, but valued at \$300,000 given the needed \$370,000 cleanup. After negotiations starting in July, the city agreed to the appraised value of \$300,000, plus outstanding taxes and closing costs up to \$25,000.

Linehan explained the city has identified funds from healthy fund balance and general capital reserves to pay cash. The long-term use hasn't been fully determined, with the

primary goal being environmental mitigation and cleanup, potentially starting with demolition and creating clean green space while developing longer-term plans.

Mogen noted that while purchasing property without a specific plan and uncertain financial outcome was challenging, it was in the public interest due to necessary cleanup, blight issues, and potential for better future development that wasn't happening under private ownership.

Gustafson acknowledged the difficulty of the decision without a forward plan but expressed confidence the city could recoup costs by accomplishing cleanup that the private sector couldn't manage.

Councilmember Mogen motions to approve Resolution 26-30 Authorizing the Execution of a Real Estate Purchase Agreement for 1407 Larpenteur Avenue and 0 Larpenteur Avenue West;
Approved 5-0

I: INFORMATION / ANNOUNCEMENTS:

Mogen and Mielke attended a Strong Towns presentation at the University of Minnesota.

Mielke and Wassenberg attended a ribbon cutting of Any Lab Test Now. Mielke also encourages residents to attend the Sustainability Fair on April 18 at City Hall from 11Am to 2PM.

Wassenberg announces that Northeast Youth and Family Services is celebrating their 50th anniversary. They are having an annual fundraising on May 6 at 11:30AM.

May notes there will be mattress recycling available again. Residents can make appointments starting on April 15 through the City website. The Environment Commission will meet next week, to discuss the implementation of the Climate and Energy Action Plan. May and Wassenberg are working on selecting representatives for the Les Bolstad Golf Course Redevelopment Community Advisory Committee.

Gustafson explains that the Parks and Rec Commission is planning on hosting a music event at the University Grove sometime in June. Additionally, there will be Spring Together on May 16 at Curtiss Field, and Ice Cream Social on July 16. August 4 is Night to Unite. The City will also be hosting a Fall Fest again in October.

Linehan adds that the Spring and Summer Newsletter is at the printer and will be hitting resident mailboxes soon. Additionally, another installment of Discover Falcon Heights will go live on the City's Facebook this week focused on providing more information about the Sustainability Fair. Public Works is cleaning at the Curtiss Field and they will be repairing the planter boxes and decorative lights along Larpenteur Ave. W. Staff is also participating with the Sustainability Fair to shred documents.

J: COMMUNITY FORUM:

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

K: ADJOURNMENT: 7:59 PM

Councilmember Mielke motions to adjourn the meeting;
Approved 5-0

Dated this 22nd day of April, 2026



Jack Linehan, City Administrator



Randall C. Gustafson, Mayor

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PACKET: 03555 April 13 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05976 ABDO LLP						
I-521667		March Payroll	1,877.20			
4/13/2026	APBNK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		March Payroll		101 4113-80330-000	FINANCIAL CONSULTANT	1,877.20
== VENDOR TOTALS ==			1,877.20			
01-00209 ADVANTAGE SIGNS AND GRAPHICS						
I-V0126-185		Truck Decal	65.00			
4/13/2026	APBNK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Truck Decal		101 4132-70120-000	SUPPLIES	65.00
== VENDOR TOTALS ==			260.00			
01-05380 BERGANKOV						
I-1281343		2025 Audit Progress Billing	14,500.00			
4/13/2026	APBNK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		2025 Audit Progress Billing		101 4113-80310-000	AUDIT	14,500.00
== VENDOR TOTALS ==			14,500.00			
01-00875 BHE COMMUNITY SOLAR, LLC						
I-12211515		Solar Garden Electric Feb	836.60			
4/13/2026	APBNK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Solar Garden Electric Feb		101 4137-85025-000	SOLAR ELECTRIC	836.60
== VENDOR TOTALS ==			836.60			
01-03001 CAMPBELL KNUTSON						
I-341		March General Legal Matters	3,230.00			
4/13/2026	APBNK	DUE: 4/13/2026 DISC: 4/13/2026		1099: Y		
		March General Legal Matters		101 4114-80200-000	LEGAL FEES	3,230.00
== VENDOR TOTALS ==			3,230.00			

PACKET: 03555 April 13 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-03110 CENTURY LINK						
I-202604139401		Lift Station Auto Dialer Apri	79.86			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Lift Station Auto Dialer April		601 4601-85011-000	TELEPHONE - LANDLINE	79.86
== VENDOR TOTALS ==			79.86			
01-03108 CERTIFIED LABORATORIES						
I-9556137		Supplies	473.50			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Pest Control Supplies		101 4131-70110-000	SUPPLIES	220.50
		Fuel System Cleaner		101 4132-70120-000	SUPPLIES	253.00
I-9560923		Supplies	972.04			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Safety Gear		101 4132-70120-000	SUPPLIES	751.60
		Hi-Vis Vests		101 4132-77000-000	CLOTHING	220.44
== VENDOR TOTALS ==			1,445.54			
01-03123 CINTAS CORPORATION						
I-4262226288		Floor Mats Svc 3/11	122.19			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Floor Mats Svc 3/11		101 4131-87010-000	CITY HALL MAINTENANCE	122.19
I-4263731745		Floor Mats Svc 3/25	122.19			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Floor Mats Svc 3/25		101 4131-87010-000	CITY HALL MAINTENANCE	122.19
== VENDOR TOTALS ==			244.38			
01-05115 GOPHER STATE ONE CALL						
I-6030392		Locates March	40.50			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Locates March		601 4601-88030-000	LOCATES	40.50
== VENDOR TOTALS ==			40.50			
01-05201 ICMA MEMBERSHIP RENEWALS						
I-202604139405		ICMA Membership Jack Linehan	776.51			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		ICMA Membership Jack Linehan		101 4112-86100-000	CONFERENCES/EDUCATION/AS	776.51
== VENDOR TOTALS ==			776.51			

PACKET: 03555 April 13 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05235 JAN-PRO CLEANING SYSTEMS						
I-143159		Janitorial Services April	550.00			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Janitorial Services April		101 4131-87010-000	CITY HALL MAINTENANCE	550.00
=== VENDOR TOTALS ===			550.00			
01-05928 JOHNSON LITHO GRAPHICS OF EAU						
I-115152		Spring Newsletter and Postage	2,817.66			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Spring Newsletter and Postage		101 4116-70420-000	NEWSLETTERS/INFORMATION	2,040.00
		Spring Newsletter and Postage		101 4116-70500-000	POSTAGE	777.66
=== VENDOR TOTALS ===			2,817.66			
01-05886 KELLY & LEMMONS P.A.						
I-67510		March Prosecutions	2,500.00			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: Y		
		March Prosecutions		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			
01-05856 JACK LINEHAN						
I-202604139402		Telephone Reimbursement April	60.00			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Telephone Reimbursement April		601 4601-85015-000	CELL PHONE	60.00
=== VENDOR TOTALS ===			60.00			
01-05440 LOFFLER COMPANIES, INC						
I-5308520		Copier Charge March	128.75			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Copier Charge March		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	128.75
=== VENDOR TOTALS ===			128.75			
01-05908 METRO-INET						
I-3399		April IT	4,938.00			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		April IT		101 4116-85070-000	TECHNICAL SUPPORT	4,938.00
I-3429		Adobe Subscription	363.00			
4/13/2026	APBANK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Adobe Subscription		401 4401-90100-000	FURNITURE & EQUIPMENT	363.00
=== VENDOR TOTALS ===			5,301.00			

PACKET: 03555 April 13 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05273 MN PUBLIC EMPLOYEES INSURANCE						
I-1622834		May Health & Dental Insurance	14,129.61			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		May Health & Dental Insurance		101 4112-89000-000	MISCELLANEOUS	14,129.61
== VENDOR TOTALS ==			14,129.61			
01-06024 ON SITE SANITATION						
I-2051389		Portable Toilet Community Par	260.00			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Portable Toilet Community Park		601 4601-85080-000	PORTABLE TOILET PARKS	260.00
I-2051390		Portable Toilet Curtiss Field	260.00			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Portable Toilet Curtiss Field		601 4601-85080-000	PORTABLE TOILET PARKS	260.00
== VENDOR TOTALS ==			520.00			
01-06185 RAMSEY COUNTY						
I-PRRRV-004154		Largest Taxpayer/Overlap Debt	150.00			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		Largest Taxpayer/Overlap Debt		101 4113-89000-000	MISCELLANEOUS	150.00
I-PRRRV-004157		2nd Qtr Election Contract	5,994.00			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		2nd Qtr Election Contract		101 4115-80300-000	ELECTION CONTRACT	5,994.00
I-PRRRV-004180		TNT Notices 2026	478.24			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		TNT Notices 2026		101 4116-70420-000	NEWSLETTERS/INFORMATION	478.24
== VENDOR TOTALS ==			6,622.24			
01-06305 ROSEVILLE AREA SCHOOLS						
I-202604139403		FH Elementary Permit Fee	30.00			
4/13/2026	APENK	DUE: 4/13/2026 DISC: 4/13/2026		1099: N		
		FH Elementary Permit Fee		101 4116-89010-000	SPECIAL EVENTS	30.00
== VENDOR TOTALS ==			30.00			

PACKET: 03555 April 13 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P. O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00935 ST PAUL REGIONAL WATER SERVICE						
I-202604139404		Hydrant Inspection	1,006.35			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Hydrant Inspection		1099: N 204 4204-87090-000	REPAIR EQUIPMENT	1,006.35
=== VENDOR TOTALS ===			1,006.35			
01-05374 TENNIS SANITATION LLC						
I-4652844		Recycling March	11,436.75			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Recycling March		1099: N 206 4206-82030-000	RECYCLING CONTRACTS	11,436.75
I-4652845		SWMT & CEC Charges March	73.16			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 SWMT & CEC Charges March		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	73.16
=== VENDOR TOTALS ===			11,509.91			
01-05784 UPPER CUT TREE SERVICES						
I-368		Tree Trimming	3,000.00			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Tree Trimming		1099: N 101 4134-84010-000	TREE TRIMMING	3,000.00
=== VENDOR TOTALS ===			3,000.00			
01-05870 XCEL ENERGY						
I-971834611		Electricity	13.72			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Electricity		1099: N 209 4209-85020-000	STREET LIGHTING POWER	13.72
I-971867982		Electricity	305.99			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Electricity		1099: N 101 4141-85020-000	ELECTRIC/GAS	305.99
I-972017185		Electricity	10.79			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Electricity		1099: N 209 4209-85020-000	STREET LIGHTING POWER	10.79
I-972021533		Electricity	2,448.75			
4/13/2026	APBKN	DUE: 4/13/2026 DISC: 4/13/2026 Electricity		1099: N 209 4209-85020-000	STREET LIGHTING POWER	2,448.75
=== VENDOR TOTALS ===			2,779.25			
=== PACKET TOTALS ===			74,245.36			

PACKET: 03557 April 17 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-06016 ADP, INC							
I-712127165		1/30 Payroll Fee		228.20			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		1/30 Payroll Fee			101 4113-80330-000	FINANCIAL CONSULTANT	228.20

I-713318739		2/13 Payroll Fee		239.45			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		2/13 Payroll Fee			101 4113-80330-000	FINANCIAL CONSULTANT	239.45

I-714779516		2/27 Payroll Fee		294.70			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		2/27 Payroll Fee			101 4113-80330-000	FINANCIAL CONSULTANT	294.70

I-715690637		3/13 Payroll Fee		218.70			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		3/13 Payroll Fee			101 4113-80330-000	FINANCIAL CONSULTANT	218.70

I-716816977		3/27 Payroll Fee		299.45			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		3/27 Payroll Fee			101 4113-80330-000	FINANCIAL CONSULTANT	299.45
== VENDOR TOTALS ==				1,280.50			

01-03111 CENTER FOR ENERGY AND ENVIRONM							
I-28364		Home Energy Squad 1/26 - 3/26		185.00			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Home Energy Squad 1/26 - 3/26			101 4117-89070-000	ENERGY AUDIT INCENTIVE	185.00
== VENDOR TOTALS ==				185.00			

01-03110 CENTURY LINK							
I-202604179406		Landline Service April		73.14			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Landline Service April			101 4141-85011-000	TELEPHONE - LANDLINE	73.14
== VENDOR TOTALS ==				73.14			

01-05440 LOFFLER COMPANIES, INC							
I-41666356		Mail System Charge		159.50			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Mail System Charge			101 4112-87000-000	REPAIR OFFICE EQUIPMENT	159.50
== VENDOR TOTALS ==				159.50			

PACKET: 03557 April 17 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05925 SECURIAN LIFE INSURANCE COMPAN						
I-28039961-00		May Life Insurance	220.46			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		May Life Insurance		101 4112-89000-000	MISCELLANEOUS	220.46
=== VENDOR TOTALS ===			220.46			
01-06035 STATE CHEMICAL MANUFACTURING C						
I-904170449		Lift Station Maint Supplies	1,099.00			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Lift Station Maint Supplies		601 4601-70100-000	SUPPLIES	1,099.00
=== VENDOR TOTALS ===			1,099.00			
01-05784 UPPER CUT TREE SERVICES						
I-375		Tree Trimming	5,500.00			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Tree Trimming		101 4134-84010-000	TREE TRIMMING	5,500.00
I-376		Tree Removal	1,175.00			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Tree Removal		101 4134-84020-000	TREE REMOVAL	1,175.00
=== VENDOR TOTALS ===			6,675.00			
01-05870 XCEL ENERGY						
I-972174509		Electricity	28.27			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	28.27
I-972180736		Electricity	30.89			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Electricity		101 4141-85020-000	ELECTRIC/GAS	30.89
I-972187087		Gas	661.10			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Gas		101 4131-85030-000	NATURAL GAS	661.10
I-972253256		Electricity	60.36			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	60.36
I-972265664		Electricity	32.26			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026		1099: N		
		Electricity		209 4209-85020-000	STREET LIGHTING POWER	32.26

PACKET: 03557 April 17 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY	(** CONTINUED **)					
I-972292143		Electricity		12.19			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	12.19
I-972302855		Electricity		3.09			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	3.09
I-972377242		Electricity		13.49			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	13.49
I-972386131		Electricity		5.99			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			101 4141-85020-000	ELECTRIC/GAS	5.99
I-972391720		Electricity		51.17			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	51.17
I-972407419		Electricity		64.17			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	64.17
I-972433929		Electricity		77.11			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	77.11
I-972558659		Electricity		3.84			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			209 4209-85020-000	STREET LIGHTING POWER	3.84
I-972577112		Electricity		30.02			
4/17/2026	APBNK	DUE: 4/17/2026 DISC: 4/17/2026			1099: N		
		Electricity			101 4121-85020-000	ELECTRIC	30.02
		== VENDOR TOTALS ==		1,073.95			
		== PACKET TOTALS ==		10,766.55			

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2026
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Administrative Services Director/ Deputy Clerk

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2026. Staff have received the necessary documents for licensure.</p> <p style="margin-left: 40px;">1. Warners' Stellian Co., Inc.</p> <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2026. Staff have received the necessary documents for licensure.</p> <p style="margin-left: 40px;">1. The Dough Group, LLC dba Toppers Pizza</p> <p>The following individuals/entities have applied for a <u>Massage Therapy License</u> for 2026. Staff have received the necessary documents for licensure.</p> <p style="margin-left: 40px;">1. Ruth Atherly; Hair Designs Unlimited</p>
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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ITEM FOR DISCUSSION

Meeting Date	April 22, 2026
Agenda Item	Consent G3
Attachment	See below.
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Ordinance 26-04 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions
Description	With the Les Bolstad Golf Course Redevelopment in the future, the City will eventually receive a request for a new subdivision. As a part of this, all subdivisions are required to have land dedicated for parkland purposes, or be paid a fee-in-lieu. To provide more clarity to this section of City Code, two small changes have been proposed. These are intended to clarify that parkland dedicated as part of the subdivision process is to be "city-owned", and clarifies the different "B" districts.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Posted Notice of Ordinance 26-04 • Ordinance 26-04 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions • Summary Ordinance 26-04 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions
Action(s) Requested	Staff recommends approval of Ordinance 26-04 and Summary Ordinance 26-04 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions

CITY OF FALCON HEIGHTS, MINNESOTA
NOTICE OF PROPOSED ORDINANCE 26-04

NOTICE IS HEREBY GIVEN, that the Falcon Heights City Council will meet on April 22, 2026 at approximately 7:00 p.m. at Falcon Heights City Hall, 2077 Larpenteur Avenue West, Falcon Heights, Minnesota 55113, to consider adopting an ordinance 26-04 concerning parkland dedication for subdivisions. A copy of the proposed ordinance is available at City Hall or online at www.falconheights.org.

Additional information can be obtained by contacting the City of Falcon Heights at (651) 792-7600 or online at www.falconheights.org.

Dated: April 10, 2026



Hannah B. Myhren, Community Development Coordinator
City of Falcon Heights, Minnesota

ORDINANCE NO. 26-04

**CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER 109 OF THE FALCON HEIGHTS CITY
CODE CONCERNING PARKLAND DEDICATION FOR SUBDIVISIONS**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1. Section 109-53 of the City Code of Falcon Heights, Minnesota is hereby amended to read as follows (additions are underlined and deletions are shown with strikethrough):

Section 109-53 – Parkland dedication

- (a) As a condition to approval of any subdivision of land, the owner shall dedicate a portion of the gross area of such land for a city-owned public park, playground, open space, trail system or other public recreational purposes according to the following schedule:
 - (1) Eight percent for land zoned R-1 one-family residential district;
 - (2) Nine percent for land zoned R-2 two-family residential district;
 - (3) Ten percent for land zoned R-4 medium density multiple-family district - apartment buildings;
 - (4) Ten percent for land zoned R5-M mixed use high density residential district;
 - (5) Ten percent for land zoned B-1, B-2, or B-3 business district; and
 - (6) Prorated percentage according to subsections (1)-(4) of this section for land zoned planned unit development district.
- (b) The land to be dedicated for public purposes under subsection (a) of this section shall be reasonably adaptable to the use intended, shall be at a location convenient to people to be served thereby, and shall not be used in computing compliance with open space or density requirements under chapter 113, zoning.
- (c) The area of land required to be dedicated for said purposes shall be reduced by not more than one-half by the area of land in the subdivision which by restrictive covenant or other instrument on terms satisfactory to the city will be available as a common area for use by owners or occupants of such land.
- (d) At the option of the city and in lieu of such dedication, the owner shall pay to the city for such purposes a cash payment equal to the fair market value of the land that would otherwise be required to be dedicated under this section.
- (e) The dedication requirements are presumptively appropriate. A subdivider may request a deviation from the presumptive requirements based upon the anticipated impact of that particular subdivision. The request must be made before final subdivision approval by the city.

- (f) Property being subdivided without an increase in the number of lots shall be exempt from the dedication requirements if similar requirements were satisfied in conjunction with an earlier subdivision. If the number of lots is increased, then the dedication shall be based on the additional lots created.

SECTION 2. Effective Date. This ordinance is effective immediately upon its passage and publication.

ADOPTED this _____ day of _____ 2026, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

SUMMARY ORDINANCE NO. 26-04

**CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER 109 OF THE FALCON HEIGHTS CITY
CODE CONCERNING PARKLAND DEDICATION FOR SUBDIVISIONS**

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

NOTICE IS FURTHER GIVEN that the ordinance adopted by the City Council does the following:

- Clarifies that parkland dedicated as part of a subdivision is to be city-owned parkland; and
- Clarifies the business zoning district names.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this _____ day of _____, 2026.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

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ITEM FOR DISCUSSION

Meeting Date	April 22, 2026
Agenda Item	Consent G4
Attachment	Resolution 26-31
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Reappointment of Jacob Brooks to the Planning Commission
Description	Jacob Brooks was appointed to the Planning Commission on April 26, 2023. Commissioners are permitted to serve 3-year terms, with a maximum of two 3-year terms consecutively. Jacob has been a great asset to the Planning Commission and has expressed interest in serving for another term. Staff and the Planning Commission are grateful for Jacob's service and are looking forward to working with him for another three years.
Budget Impact	N/A
Attachment(s)	Resolution 26-31 Reappointing Jacob Brooks to the Planning Commission
Action(s) Requested	Staff recommends approval of the attached resolution, reappointing Jacob Brooks to his second 3-year term on the Planning Commission.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

April 22, 2026

No. 26-31

RESOLUTION REAPPOINTING JACOB BROOKS TO THE PLANNING COMMISSION

WHEREAS, the Planning Commission shall be the municipal planning agency authorized by Minnesota Statutes § 462.354, subd. 1; and

WHEREAS, the Planning Commission serves in an advisory capacity to the City Council on all policy matters relating to City planning, zoning, and land use;

WHEREAS, Commissioners may serve a total of two 3-year terms consecutively on a City commission; and

WHEREAS, Jacob Brooks was originally appointed to the Planning Commission on April 26, 2023; and

WHEREAS, Jacob Brooks has expressed interest in serving for his second 3-year term.


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

1. That the reappointment of Jacob Brooks to the Falcon Heights Planning Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Gustafson

Approved by:


Randall C. Gustafson
Mayor

GUSTAFSON
MAY
MIELKE
MOGEN
WASSENBERG

5 In Favor
0 Against

Attested by:


Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2026
Agenda Item	Consent G5
Attachment	Quote, Resolution
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 26-32 Approving a Contract with Electro Watchman, Inc. for the Expansion of Current Lenel/S2 Netbox System for Added Access at Community Park.
Description	<p>In 2025, it was identified in the capital budgeting process that the City had a need to upgrade the doors at City Hall to a modern key access system for security and access control. MetroINET, the City’s IT provider, works with the S2 Netbox system as the primary supplier of key card control. City Council approved a contract with S2 vendor Electro Watchman, Inc during the March 12, 2025 City Council Meeting to update the doors at City Hall.</p> <p>As work progresses at Community Park, Electro Watchman, Inc. has prepared a quote for the Council’s consideration that would allow expansion of the current S2 Netbox system and allow restrooms to automatically lock and unlock on timers, and for guests reserving the concessions building to be permitted one-time access, specific to their reservation period.</p> <ul style="list-style-type: none"> • Keypads and Card Readers at Exterior Doors (3 total); two restroom doors and one concessions building door. <p>If approved, Electro Watchman will install the new door hardware, support equipment, cabling, and labor.</p>
Budget Impact	This is budgeted in the Community Park renovation fund
Attachment(s)	<ul style="list-style-type: none"> • Quote • Resolution 26-32
Action(s) Requested	Staff recommends Council approve Resolution 26-32 Approving a Contract with Electro Watchman, Inc. for the Expansion of Current Lenel/S2 Netbox System for Added Access at Community Park.



ELECTRO WATCHMAN, INC.

FIRE & SECURITY SYSTEMS • SINCE 1921

QUOTE

JSKRQ3741

Created: 04/09/26

Expires: 06/08/26

1 Water St W, Suite 110, St Paul, MN 55107

T. (651) 227-8461 F. (651) 310-1296

Prepared For:

Falcon Heights Community Park
2050 Reselawn Ave W
Falcon Heights MN 55113

Jack Linehan
(651) 792-7611
jack.linehan@falconheights.org

Prepared By:

John Jantzer
Vice President
(651) 310-1257
jjantzer@electrowatchman.com

Project Scope:

Electro Watchman to provide and install access control expansion for new construction park building on city's existing LenelS2 Netbox access control system. See scope of work details below.

Qty	Description	Unit Price	Ext. Price
1	Extend City Access Control System to Park Building with 3 Door Connections (2 Bathroom, 1 Kitchette) <ul style="list-style-type: none"> • (1) MERCURY INTELLIGENT CONTROLLER 2 READERS, 8 INPUTS, 4 OUTPUTS • (1) DUAL READER INTERFACE MODULE - 2 READER , 8 INPUTS, 6 (5A) OUTPUTS • (1) TROVE 4 DOOR POWER SYSETM • (3) KEYPAD/CARD READER - MULTICLASS, SINGLE GANG • (3) RECESSED DOOR CONTACTS • (3) REX MOTION • (3) MOTION DETECTOR - 60' PIR/MICROWAVE • CABLE - COMPOSITE ACESS CONTROL (22/6 OAS, 18/4. 2 - 22/2, 22/4)) • CABLE - CAT6 PLEN. • CABLE - 18/4 CMP • MISC MATERIALS • INSTALLATION LABOR • <i>Scope of work - Provide expansion of LenelS2 Netbox system for new construction park building. Install keypad/card readers on 2 exterior bathroom doors and 1 exterior kitchette door with controller equipment in storage room. As part of pre-wire, include network cable for IP camera on NE corner of building.</i> • <i>Others to provide - Electric door strikes/door hardware for all doors, auto door operators or ADA button cabling/installation.</i> • <i>Electro Watchman provides - controller equipment, keypad card readers, door position contacts, request to exit motion, auto operator relay module, and occupany sensing motion detectors. Cabling, final termination, and programming provided for all Electro Watchman provided devices.</i> • <i>Owner required to provide internet service and connection point in storage room for remote connection to City Hall LenelS2 controller.</i> 		\$12,130.00

Additional Notes:

A one year warranty applies to Electro Watchman installed equipment and workmanship. No warranty on existing cabling or equipment installed by others.

50% down-payment due upon acceptance. Remaining 50% and applicable sales tax due at completion. 3% fee added for credit card payments.

Installation includes equipment, installation labor, cabling, system setup and training.

Created on 04/09/26 16:25:56 by jjantzer

Qty	Description	Unit Price	Ext. Price
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Subject to building official's approval and acceptance.

Owner responsible for data network ip addresses, wired routing & switch ports, equipment and internet service as required.

Due to global instability outside our control, pricing and availability is subject to change without notice.

Grand Total	\$12,130.00
Deposit Required	\$6,065.00

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2026

No. 26-32

**RESOLUTION APPROVING A CONTRACT WITH ELECTRO WATCHMAN, INC.
FOR THE EXPANSION OF CURRENT LENEL/S2 NETBOX ACCESS CONTROL
SYSTEM AT COMMUNITY PARK**

WHEREAS, the City of Falcon Heights identified the need to upgrade its access control system at City Hall in 2025 to enhance security and access management; and

WHEREAS, the City Council approved a contract with Electro Watchman, Inc. on March 12, 2025, to move to a key card-based system at City Hall to improve security, allowing for individual access codes that can be modified, expired, or revoked as needed through the City's IT provider, MetroINET; and

WHEREAS, the City would like to expand its usage of its current Lenel-S2 Netbox System to add key card controls and keypads to the new concession and restroom building at Community Park; and

WHEREAS, Electro Watchman, Inc. has provided a quote to provide keypads and cards readers at three total exterior doors; two restroom doors and one concessions building; and

WHEREAS, the installation will include necessary hardware, cabling, support equipment, and labor; and

WHEREAS, the City has allocated the necessary funds as part of the Community Park Renovation project; and


WHEREAS, the City Council finds that approving this contract aligns with the City's capital improvement plan and security enhancement goals;

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

1. The contract with Electro Watchman, Inc. for the expansion of the existing Lenel/S2 Netbox Access Control System at Community Park is hereby approved.
2. The City Administrator and Public Works Director are authorized to execute all necessary agreements with Electro Watchman, Inc. to proceed with the project.
3. The City Council acknowledges the importance of this upgrade for security improvements and authorizes the necessary steps to ensure timely installation and implementation of the access control system at Community Park.

ADOPTED by the City Council of Falcon Heights this 22nd day of April, 2026.

Moved by: Gustafson

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
MAY 0 Against
MIELKE
MOGEN
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

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ITEM FOR DISCUSSION

Meeting Date	April 22, 2026
Agenda Item	Consent G6
Attachment	Resolution 26-33
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 26-33 Authorizing the Budget Amendments to Transfer Funds and for the Purchase of 1407 Larpenteur - Get Pressed
Description	<p>Resolution 26-30 was approved at the April 8th, 2026 council meeting which authorized the purchase of 1407 Larpenteur - Get Pressed. This purchase will be made with cash on hand from the City's General Fund balance.</p> <p>The City needs a budget amendment to transfer funds from the General Fund to the Parks/Recreation/Public Facilities Capital Improvements Fund in the amount of \$325,000.</p> <p>General fund transfer expenditure increase: 101-4192-97000 \$325,000 Capital fund transfer revenue increase: 403-39200 \$325,000 Capital fund expenditure increase: 403-4403-91800 \$325,000</p>
Budget Impact	<ul style="list-style-type: none"> - Increase the General Fund - Contingency expenditures for the transfer out of \$325,000. - Increase the Parks/Recreation/Public Facilities Capital Improvement Fund revenue for the transfer of \$325,000. - Create the Parks/Recreation/Public Facilities Capital Improvements Fund - 1407 Larpenteur line item for the purchase expenses and increase the expenditure line item for the purchase of 1407 Larpenteur - Get Pressed.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 26-33
Action(s) Requested	Staff requests council approval on the budget amendment to transfer funds from the General Fund to the Parks/Recreation/Public Facilities Capital Improvement Fund, to create the Parks/Recreation/Public Facilities Capital Improvement Fund expenditure line item for the purchase of 1407 Larpenteur - Get Pressed, and to increase that expenditure line item.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

April 22, 2026

No. 26-33

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO TRANSFER FUNDS FOR
THE PURCHASE OF 1407 LARPEUTEUR AVE. W.**

WHEREAS, the Falcon Heights City Council authorized the purchase of certain real property located at 1407 Larpenteur Avenue West (PID: 152923340061) and 0 Larpenteur Avenue West (PID: 152923340062) in the City of Falcon Heights, County of Ramsey, State of Minnesota (collectively, the "Property") from Sarin Homes, LLC ("Seller") during the April 8, 2026 City Council meeting; and

WHEREAS, the agreed-upon as-is purchase price for the property is \$300,000, as well as up to an additional \$25,000 to be paid towards closing costs and tax settlements; and

WHEREAS, the City of Falcon Heights will pay for the property with cash on hand from the General Fund balance; and

WHEREAS, the City of Falcon Heights is seeking authorization to amend the General Fund 101-4192-97000 account to transfer an amount not to exceed \$325,000 to a newly created expenditure line item in the Parks/Recreation/Public Facilities Capital Improvements Fund.

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

1. Authorizes the fund transfer of up to \$325,000 from Fund 101 to 401.

Fund 101: Transfer Out: 101-4192 97000 \$325,000
Fund 403: Transfer In: 403-39200 \$325,000

2. Authorizes the creation of an expenditure line item for the purchase of 1407 Larpenteur Ave. W.

Added Line Item in Fund 403: 403-4403-91800

ADOPTED by the Falcon Heights City Council this 22nd day of April, 2026.

Moved by: Gustafson

Approved by: [Signature]
Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
MAY 0 Against
MIELKE
MOGEN
WASSENBERG

Attested by: [Signature]
Jack Linehan
City Administrator

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ITEM FOR DISCUSSION

Meeting Date	April 22, 20226
Agenda Item	Consent G7
Attachment	Resolution 26-34
Submitted By	Colin Callahan, Public Works Director Alyssa Landberg, Finance Director

Item	Approval of Resolution 26-34 Authorizing a Change Order for 2026 Sanitary Sewer CCTV & Clean Project #26-02 with American Environmental, LLC, and budget amendment to increase that expense line item.
Description	<p>This Request for Council Action seeks approval of a change order for the 2026 sanitary sewer cleaning and televising project.</p> <p>The request is necessitated by a scope expansion that added additional sewer lines within the project area after the formal bidding process was completed. Following the close of the bid and award of contract to American Environmental, LLC, an additional 2090 linear feet of sanitary sewer was identified within the project area.</p> <p>The sewer main between Cleveland Avenue and Fulham St. on Hoyt Avenue West is owned and maintained by St. Paul, however Falcon Heights residents have sewer lateral connections into this sewer main. It is essential to the residents of Falcon Heights that the city clean and CCTV this sewer main to identify lateral obstructions, structural defects, blockages and infiltration points to prevent costly backups and overflows.</p> <p>The original contract was based on 33,227 linear feet @ \$1.75 per foot. The unit prices established in the competitively bid contract will remain unchanged and apply to the additional work.</p> <p>During the analysis of this change order, staff determined the 2026 sanitary sewer cleaning & televising line item was mistakenly left blank as an unintended error in the Sanitary Sewer 601 fund for the 2026 budget. The fund has plenty of capacity to handle the 2026 televising project, so with this change order motion, we are also seeking authorization to amend the budget to correct the error to provide necessary funds for payment.</p>
Budget Impact	Budget amendment to increase line item 601-4601-87100 to \$61,805.

Attachment(s)	<ul style="list-style-type: none">• Change Order• Resolution 26-34
Action(s) Requested	It is recommended that the City Council approve Resolution 26-34 and authorize a contract amendment with American Environmental, LLC in the amount of \$3,657.50, increasing the total contract value to \$61,804.75, as well as amending the budget to increase line 601-4601-87100 to \$61,805.

AMERICAN ENVIRONMENTAL, LLC.

8925 County Rd. 43
 Chaska, MN 55318
 612-226-0516

Invoice No.
4674

Bill To:

City of Falcon Heights
 2077 W. Larpenter Ave
 Falcon Heights, MN 55113

Invoice Date
4/13/2026

P.O. Number	2026 Sewer Maintenance	Job Contact	Colin Callahan		
Project Name	Sewer Cleaning & Inspection	Unit	Quantity	Unit Price	Amount
Cleaning & CCTV Inspection of Sanitary Sewer	LF	35,317	1.75	61,804.75	
Accepted payments include only cash or check. Please be advised we do not accept credit cards, ACH or any online payments at this time. If you are contacted by any party claiming to collect online payment this may be fraud. Special arrangements will only be approved by owner, Tony Traxler (612) 226-0516.		Total		\$61,804.75	
		Payments/Credits		\$0.00	
		Balance Due		\$61,804.75	

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2026

No. 26-34

**RESOLUTION AUTHORIZING A CHANGE ORDER FOR 2026 SANITARY SEWER CCTV &
CLEAN PROJECT #26-02 WITH AMERICAN ENVIRONMENTAL, LLC**

WHEREAS, the City of Falcon Heights requested quotes from four (4) contractors known to televise and clean sanitary sewer mains; and

WHEREAS, on March 2, 2026, the City had received three (3) quotes and American Environmental, LLC had the lowest bid; and

WHEREAS, American Environmental, LLC has previously provided similar services for the City of Falcon Heights and done so satisfactorily, so the project was awarded to them; and

WHEREAS, American Environmental, LLC identified additional sewer lines to be scoped necessitated by a scope expansion after the formal bidding process, which added 2,090 linear feet of sanitary sewer within the project area and resulted in a change order not to exceed \$4,000.

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

1. The City Council hereby approves a change order to American Environmental, LLC not to exceed \$4,000 for the televising and cleaning of sanitary sewer mains for 2026 Sanitary Sewer CCTV & Clean Project #26-02.
2. Amend the 2026 budget to increase expense line 601-4601-87100 to \$61,805.

ADOPTED by the Falcon Heights City Council this 22nd day of April, 2026.

Moved by:

Gustafson

GUSTAFSON

MAY

MIELKE

MOGEN

WASSENBERG

5 In Favor

0 Against

Approved by:

Randall C. Gustafson

Randall C. Gustafson

Mayor

Attested by:

Jack Linehan

Jack Linehan

City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	April 22, 2026
Agenda Item	Consent G8
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	City Hall Summer Hours
Description	<p>Historically, the City of Falcon Heights has employed a modified schedule during the summer months. This practice was halted in 2020 and 2021 due to the limited public access to City Hall during the height of the pandemic, but brought back in 2022. Staff has again expressed support for the practice this year.</p> <p>During the summer months, especially on Fridays, the amount of walk-in and phone call requests for service drops off dramatically. Most afternoons in non-summer months, the City sees approximately 3-4 visitors and a few calls Monday-Thursday. There are very few Friday afternoon visits.</p> <p>Many cities use this as an opportunity to employ alternative hours of operation, commonly known as "Summer Hours".</p> <p>Currently, normal hours of operation are Monday - Friday, 8:00 a.m. - 4:30 p.m. Historically, Summer Hours have occurred between Memorial Day and Labor Day. Because staffing is more critical in the days leading up to and during the Minnesota State Fair, and because Staff appreciates traveling leading up to the Memorial Day holiday, Council was presented with a modified schedule to consider in 2025, which made Summer Hours effective to begin prior to Memorial Day and to end prior to the Minnesota State Fair (May 12 through August 15). Council formally approved Summer Hours beginning on May 12 and ending on August 15.</p> <p>Council is asked to once again consider starting Summer Hours prior to Memorial Day and having them conclude prior to the start of the fair.</p> <p>The proposed dates would be from May 11 through August 21, with the following hours worked:</p> <p>Monday - Thursday 7:30 am - 5:00 pm Friday 8:00 am - noon</p>

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

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2026
Agenda Item	Consent G9
Attachment	Bid Tabulation, Resolution
Submitted By	Erik Henriksen, City Engineer

Item	Approval of Resolution 26-35 Awarding Award Bid for the 2026 Sanitary Sewer Lining Project FH 25-03 to Visu-Sewer										
Description	<p>The majority of the city’s sanitary sewer mains were constructed in the late 1950’s and early 1960’s, utilizing clay tile pipe. Over time, the joints have failed, allowing root intrusion. The pipe material is also susceptible to cracking and construction damage. Majority of the segments throughout the City have been lined to rehabilitate the sewer mains and extend the life of our sanitary sewers by 50 years or more. Lining technology essentially installs a new resin pipe inside the old clay tile sewer main without digging up city streets, which results in minimal disruption to residents during construction. The liner pipe is inserted into the main through existing manholes and cured in place with a heat process. Each segment is typically completed in one working day. Service line connections are reopened using a robotic cutter and remote cameras. During the process, existing flows are bypassed using pumps. This technology also prevents infiltration of groundwater into the system.</p> <p>The 2026 Sanitary Sewer Main Lining Project includes lining for approximately 5,400 lineal feet (1.02 miles) along Fairview Ave, Roselawn Ave, Garden Ave, Larpenteur Ave, and Maple Knoll Dr. The following four bids were opened on February 12, 2015 April 9, 2026:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">CONTRACTOR</th> <th style="text-align: center;">BID</th> </tr> </thead> <tbody> <tr> <td>Visu-Sewer, Inc.</td> <td style="text-align: right;">\$230,560.00</td> </tr> <tr> <td>Insituform Technologies USA, LLC</td> <td style="text-align: right;">\$258,694.26</td> </tr> <tr> <td>Vortex Services MN, LLC</td> <td style="text-align: right;">\$259,920.00</td> </tr> <tr> <td>HK Solutions Group</td> <td style="text-align: right;">\$288,923.10</td> </tr> </tbody> </table> <p>This project will complete half of the remaining sanitary sewer lining scheduled in the sanitary sewer lining program. The remaining 5,380 feet of sanitary sewer main within the City is scheduled for lining in 2027, and will complete the rehabilitation of sanitary sewer mains within the City. While there remains a segment of clay pipe not lined within the Falcon Woods neighborhood, review of televising inspections indicate the pipe is in “like</p>	CONTRACTOR	BID	Visu-Sewer, Inc.	\$230,560.00	Insituform Technologies USA, LLC	\$258,694.26	Vortex Services MN, LLC	\$259,920.00	HK Solutions Group	\$288,923.10
CONTRACTOR	BID										
Visu-Sewer, Inc.	\$230,560.00										
Insituform Technologies USA, LLC	\$258,694.26										
Vortex Services MN, LLC	\$259,920.00										
HK Solutions Group	\$288,923.10										

	new" condition and does not require rehabilitation. Staff will continue to monitor its condition. The budget for this year's project was approved at \$400,000. Due to the advantageous bids staff will work with the contractor to explore if additional sanitary sewer can be added to the project while maintaining unit prices. If agreeable, Change Order #1 would be presented to Council for approval.
Budget Impact	The low bid submitted by Visu-Sewer, Inc. is less than the \$400,000 budgeted for the project. The project will be paid for using Sanitary Sewer Enterprise Funds.
Attachment(s)	Bid Tabulation Resolution 26-35
Action(s) Requested	Award Contract for the 2026 Sewer Lining Project (25-03) to Visu-Sewer, Inc. in the amount of \$230,560.00.

Bid Abstract for 2026 Falcon Heights Sanitary Sewer Lining Project

Report Date: 4/10/2026
 Bid Release: 3/19/2026
 Bid Opening: 4/9/2026

Allowance				Engineer Estimate		Visu-Sewer, Inc.		Instufarm Technologies USA, LLC		Vortex Services MN, LLC		HX Solutions Group		
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total	Price	Total
14	2503.603	REPAIR ALLOWANCE	ALLOW	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
15	2503.603	LANDSCAPING ALLOWANCE	ALLOW	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,500.00
Allowance Totals						\$7,000.00		\$7,000.00		\$7,000.00		\$7,000.00		\$22,500.00
Base				Engineer Estimate		Visu-Sewer, Inc.		Instufarm Technologies USA, LLC		Vortex Services MN, LLC		HX Solutions Group		
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$2,675.00	\$2,675.00	\$8,301.87	\$8,301.87	\$6,700.00	\$6,700.00	\$7,381.10	\$7,381.10
2	2583.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00	\$6,666.67	\$6,666.67	\$2,800.00	\$2,800.00	\$9,600.00	\$9,600.00
3	2503.601	Temporary Sewer Bypass	LS	1	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$3,222.22	\$3,222.22	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	2503.603	8" CIPP LINING	LF	4,950	\$38.00	\$188,100.00	\$27.15	\$134,392.50	\$30.38	\$150,381.00	\$35.00	\$173,250.00	\$30.80	\$152,460.00
5	2503.603	15" CIPP LINING	LF	375	\$65.00	\$24,375.00	\$64.15	\$24,056.25	\$60.59	\$22,721.25	\$66.00	\$24,750.00	\$53.20	\$19,950.00
6	2503.603	18" CIPP LINING	LF	75	\$105.00	\$7,875.00	\$209.15	\$15,686.25	\$225.37	\$16,902.75	\$190.00	\$14,250.00	\$293.40	\$22,005.00
7	2503.603	CLEANING AND TELEVISION	LF	5,400	\$4.00	\$21,600.00	\$2.50	\$13,500.00	\$3.89	\$21,006.00	\$2.80	\$15,120.00	\$6.88	\$37,152.00
8	2104.607	TRIM PROTRUDING TAPS	EACH	5	\$300.00	\$1,500.00	\$350.00	\$1,750.00	\$166.67	\$833.35	\$260.00	\$1,300.00	\$75.00	\$375.00
9	2503.603	ROBOTICALLY REINSTATE SERVICE	EACH	70	\$100.00	\$7,000.00	\$100.00	\$7,000.00	\$60.21	\$4,214.70	\$45.00	\$3,150.00	\$50.00	\$3,500.00
10	2503.603	TRANSITION LINERS	EACH	1	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$2,777.78	\$2,777.78	\$350.00	\$350.00	\$4,500.00	\$4,500.00
11	2503.603	SHORT LINER/INTERNAL POINT REPAIR (8" - 12" DIAMETER)	EACH	1	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$16,666.67	\$16,666.67	\$6,250.00	\$6,250.00	\$4,500.00	\$4,500.00
Base Bid Totals						\$289,950.00		\$223,560.00		\$251,694.26		\$252,920.00		\$266,423.10
					Allowance	\$7,000.00		\$7,000.00		\$7,000.00		\$7,000.00		\$22,500.00
					Base	\$289,950.00		\$223,560.00		\$251,694.26		\$252,920.00		\$266,423.10
					Allowance + Base	\$296,950.00		\$230,560.00		\$258,694.26		\$259,920.00		\$288,923.10

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2026

No. 26-35

RESOLUTION AWARDING BID FOR 2026 SANITARY SEWER LINING PROJECT

WHEREAS, pursuant to advertisement for bids for the improvement of the 2026 Sanitary Sewer Lining Project (25-03), according to the plans and specifications thereof, said bids were received on Thursday, April 9, 2026, at 2:00 p.m., opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

CONTRACTOR	BID
Visu-Sewer, Inc.	\$230,560.00
Insituform Technologies USA, LLC	\$258,694.26
Vortex Services MN, LLC	\$259,920.00
HK Solutions Group	\$288,923.10


WHEREAS, it appears that Visu-Sewer, Inc., of Pewaukee, Wisconsin, is the lowest responsible bidder at the tabulated price of \$230,560.00; and

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Visu-Sewer, Inc., of Pewaukee, Wisconsin, for \$230,560.00 in the name of the City of Falcon Heights for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

Moved by:

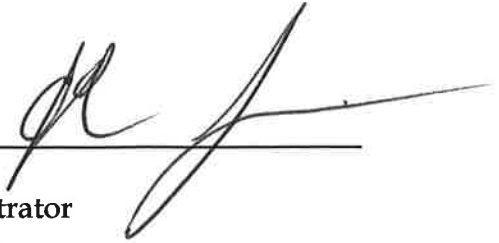
Gustafson

Approved by: 
Randy Gustafson
Mayor
April 22, 2026

GUSTAFSON
MAY
MIELKE
MOGEN
WASSENBERG

5 In Favor
0 Against

Attested by:
Jack Linehan
City Administrator
April 22, 2026

A handwritten signature in black ink, appearing to be 'J. Linehan', written over a horizontal line. The signature is stylized and extends to the right of the line.

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2026
Agenda Item	Consent G10
Attachment	Grant Agreement (draft); Resolution 26-36
Submitted By	Kelly Nelson, Administrative Services Director/Deputy Clerk

Item	Accepting Grant Funds from the Minnesota DNR's Outdoor Recreation Grant
Description	<p>The Minnesota Department of Natural Resources Outdoor Recreation Grant Program provides grant funds to increase and enhance outdoor recreation facilities in local and community parks throughout the state.</p> <p>On February 26, 2025, City Council approved Resolution 25-13, supporting the City applying for \$350,000 (or up to 50% of the total project's cost) in grant funds from the Outdoor Recreation Grant to help construct an accessible and inclusive playground space at Community Park. The City learned that they were a recipient of the Outdoor Recreation Grant on June 27, 2025, and will be awarded \$350,000 to build a new playground this spring/summer.</p> <p>Council is asked to provide approval of Resolution 26-36 so the City may sign the grant agreement and proceed with the construction of a new playground at Community Park.</p>
Budget Impact	The donation will be applied to the Parks/Recreation/Public Facilities Capital Improvement Fund (403) line item 33410.
Attachment(s)	<ul style="list-style-type: none"> • Draft Grant Agreement (may be edited upon additional legal review) • Resolution 26-36 Authorizing the City to Accept Grant Funds Through the Minnesota Department of Natural Resources Outdoor Recreation Grant
Action(s) Requested	Approve Resolution 26-36 authorizing the City to accept grant funds through the Minnesota Department of Natural Resources Outdoor Recreation Grant Program in the amount of \$350,000, and authorize the City Administrator and City Attorney to negotiate and finalize the final grant agreement to be signed by the Mayor and City Administrator.



MINNESOTA

**STATE OF MINNESOTA
GRANT AGREEMENT
Federal Sub-Award Agreement**

LW27-01498

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and City of Falcon Heights, «UEI#», 2077 Larpenteur Ave. W., Falcon Heights, MN, 55113 ("Grantee").

Recitals

1. Under the Land and Water Conservation Fund, National Park Service, 15.916 - Outdoor Recreation Acquisition, Development and Planning, and Federal Award ID P26AP00338, the State received a federal award of \$350,000 on April 13, 2026 for 27-01498 Falcon Heights Community Park. The purpose of the federal grant is to improve Falcon Heights Community Park. This project will: demolish an existing play area; and install playground equipment, safety surfacing, walkways, shade structures, fencing, landscaping, and site amenities. This project is not a research and development award.
2. Under 27-01498 Falcon Heights Community Park and [Minn. Stat. 84.026](#), the State subawards \$350,000 to the Grantee UEI for the purpose of conducting the project entitled 27-01498 Falcon Heights Community Park for the purpose to improve Falcon Heights Community Park. This project will: demolish an existing play area; and install playground equipment, safety surfacing, walkways, shade structures, fencing, landscaping, and site amenities. This project is not a research and development award.
3. The commissioner of natural resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
4. Pursuant to [Minn. Stat. 84.0264](#), the state is empowered to receive and administer grants under the Land and Water Conservation Fund grant program authorized by Congress in the Land and Water Conservation Fund Act of 1965, as amended, and the Local Grants program authorized by the State of Minnesota. Fifty percent of the funds granted under subdivision 1 shall be distributed for projects to be acquired, developed, and maintained by local units of government, providing that any project approved is consistent with a statewide or a county or regional recreational plan and compatible with the statewide recreational plan. All money received by the commissioner for local units of government is appropriated annually to carry out the purposes for which the funds are received.
5. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Falcon Heights Community Park.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1. Term of Grant Agreement

1.1. Effective date:

1.1 April 14, 2026, Notwithstanding Minnesota Statutes §16B.98, Subd. 5, and MS §16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the contract. Pursuant to [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. This is the Performance and Budget Period start date.

1.2. Expiration date:

April 13, 2029, or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this

grant agreement will expire on June 12, 2029. This is the Performance and Budget Period end date.

- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this grant agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 17 American Disabilities Act; 19 Monitoring; 23 Land Retention and Deed Restriction; 24 Resource Management and Protection; and 40 Additional Program Requirements.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

The Grantee will comply with required grants management policies and procedures set forth through [Minnesota Statutes Section 16B.97](#), subdivision 4 (a) (1) and comply with **Attachment A, Project Budget**, which is incorporated and made a part of this contract.

The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement. Any material change in the grant agreement shall require an amendment by the State (see Section 7.2).

The Grantee shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The Grantee is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement.

4. Consideration and Payment.

Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee

- 4.1. **Consideration.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1. **Compensation.** Compensation in an amount not to exceed \$350,000.

4.1.2. **Total Federal Funds.** The total amount of federal funds obligated to the Grantee by the State is \$350,000, including the current financial obligation.

4.1.3. **Matching Requirements.** Grantee certifies that the following matching requirement for the grant will be met by Grantee. The total project cost is \$700,000. Grantee agrees to provide a match of at least \$350,000.

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

- 4.1.4. **Indirect Cost Rate.**

Federal indirect costs are not eligible for reimbursement in the State's federal award or this sub-award agreement.

4.1.5. **Travel Expenses.**

Travel expenses are not eligible for reimbursement in the State's federal award or this sub-award agreement.

4.2. **Payment.**

The State shall disburse funds to the Grantee pursuant to this agreement **on a reimbursement basis and will** promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon completion of services or up to four requests during the contract period. A final reimbursement of not more than 10% may be withheld until final completion of services.

4.2.1. **Federal funds.**

Payments under this grant agreement will be made from federal funds obtained by the State through the National Park Service of the United States Department of Interior, Land and Water Conservation Fund, 15.916, Act of 1965 as amended thereto, and under Assistance Listing Number 15.916 and Federal Award P26AP00338. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is Jennifer Bubke, Grants Specialist Coordinator, 500 Lafayette Rd., St. Paul, MN 55155, 651-259-5638, Jennifer.Bubke@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative or their designee will certify acceptance on each invoice submitted for payment.

The Grantee Authorized Representative is Jack Linehan, City Administrator, 2077 Larpenteur Ave. W., Falcon Heights, MN, 55113, 651-792-7600, jack.linehan@falconheights.org, or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7. Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1. **Assignment.**

The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2. **Amendments.**

Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3. **Waiver.**

If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7.4. **Grant Agreement Complete.**

This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8. Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.318](#) through 2 CFR 200.326.

8.1 Uniform Municipal Contracting Law

Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

8.1.1. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

8.2 The Grantee must not contract with [vendors who are suspended or debarred in MN](#).

8.3 The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State's Authorized Representative.

8.4 **Domestic Sourcing Preferences.** Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

8.5 **Prohibition on certain telecommunications and video surveillance service or equipment.** Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

10. Audits (State and Single)

Under [Minn. Stat. § 16B.98, subd. 8](#) and [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

All state and local governments, colleges and universities, and non-profit organizations that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the new OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

11.1 Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the

release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2 **Intellectual Property Rights (if applicable).**

11.2.1 **Intellectual Property Rights.**

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

(C) The federal awarding agency may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

12. **Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that

may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement

13.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or their designee. For purposes of this provision, publicity includes websites, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

13.2 Signage

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13.3 Endorsement

The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of [2 CFR 200.315](#).

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 (a) Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

15.2 Termination for Cause. The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract agreement if:

(a) Funding for Grant No. [Federal FAIN P26AP00338] is withdrawn; or

(b) Funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16 Data Disclosure

Under [Minn. Stat. § 270C.65, Subd. 3](#), and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

17 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines. Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines. The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the [Final Guidelines for Outdoor Developed Areas](#). Information on compliance with the Americans with Disabilities Act is available at [U.S. Access Board](#).

18 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Rules and relevant orders of the Minnesota Department of Human Rights issues pursuant to the Minnesota Human Rights Act
- f) [Minn. Stat. 363A.02](#) prohibiting discrimination against any employee or applicant because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age and requiring affirmative steps to be taken to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- g) Any other applicable non-discrimination law(s).

19 Reporting Requirements

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

20 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

21 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management [Conflict of Interest Policy 08-01](#), will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

22 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

23 Land Retention and Deed Restriction

23.1 Land Retention

Any lands acquired or developed with assistance from the Outdoor Recreation grant program must be retained solely for public outdoor recreation use. The lands subject to this contract are shown in Attachment B – Boundary Map which is attached and incorporated into this contract. No other use can be made of these lands without prior written approval of the State and the Secretary of Interior. The State will consider requests to convert these lands to other uses only if all practical alternatives have been evaluated and rejected on a sound basis and replacement lands of equal or greater fair market value and reasonably equivalent usefulness are acquired and dedicated to public outdoor recreation use.

23.2 Deed Restriction

The Grantee shall have the following condition recorded with the deed to all lands within the park as described in Attachment B – Boundary Map and submit an attested copy of the deed and the condition to the State:

In order to comply with the Department of Natural Resources Outdoor Recreation Project Contract LW27-01498, the City of Falcon Heights does hereby impose the following restrictions on the property described in Attachment B to that contract:

1. The property shall be permanently managed and maintained for public outdoor recreation use.
2. The property has been acquired and/or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the State acting through its Commissioner of Natural Resources and the Secretary of the Interior.

24 Resource Management and Protection

The Grantee shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

25 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

26 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

27 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

28 Program Requirements

The grantee will comply with the provisions of the Land and Water Conservation Fund Act of 1965 (78 Stat. 897), and **Attachment C, Federal Land and Water Conservation Fund Program General and Special Provisions**, attached and incorporated into this contract.

29 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

30 Department of Interior Standard (DOI) Terms and Conditions.

DOI Standard Terms and Conditions apply and are located at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> (version effective April 1, 2025), except the provision related to the Davis-Bacon Act in Section VII.

31 2 C.F.R. 200.92 Subaward; 200.101 Applicability; and 200.331 Subrecipients and contractor determinations.

Requirements for passthrough entities applies.

32 Lobbying Prohibition.

18 U.S.C. § 1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002
Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

33 Byrd Anti-Lobbying Amendment Certification and Disclosure:

- a. The Grantee certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352
- b. The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. Further definition of lobbying can be found in [2 CFR 200.450](#).
- c. If the Grantee engages in lobbying activities with non-Federal funds that takes place in connection with obtaining any Federal award, they will promptly inform the authorized representative, and complete any certifications the authorized representative requires.

34 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

35 ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER [E.O. 14005](#).

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

36 Clean Air Act and Federal Water Pollution Act

The Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.

37 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

38 Build America Buy America

The following terms apply for financial assistance agreements for infrastructure that currently or are anticipated to

exceed the Simplified Acquisition Threshold (SAT), currently \$250,000. This threshold applies for the duration of the award and obligations made for infrastructure projects when additional funds are obligated through modification or renewal. For more information on DOI's approved waiver, see:

<https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability

waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

3. Type of waiver requested (non-availability, unreasonable cost, or public interest)
4. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
5. Department of Interior Bureau or Office who issued the award.
6. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
7. Financial assistance title of project (reference block 8 on DOI Notice of Award).
8. Federal Award Identification Number (FAIN).
9. Federal funding amount (reference block 11.m. on DO Notice of Award).
10. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
11. Infrastructure project description(s) and location(s) (to the extent known).
12. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
13. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
14. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);

- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

39 Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

40 Additional Program Requirements

a. Minority Business Enterprise Development

Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.

b. Program Income

If the Grantee earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Grantee must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

c. Rights in Data

The Grantee must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

d. Conflict of Interest

Applicability

- This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply.

Requirements

- a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.
- d) Notification. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR § 200.112, Conflicts of interest.
- e) Grantees must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC § 1352.
- f) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- g) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Attachments:

A. Project Budget

B. Boundary Map

C. LWCF General Provisions

D. Conflict of Interest Form

E. Requirements for DNR Grantees

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Statutes 16A.15.

Signed: _____

Date: _____

SWIFT PO No. _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

DRAFT

Attachment A - Project Budget

Recipient: City of Falcon Heights

Grant: LW27-01498 Falcon Heights Community Park

Grant Amount \$350,000

Local Match: \$350,000

Total Cost: \$700,000

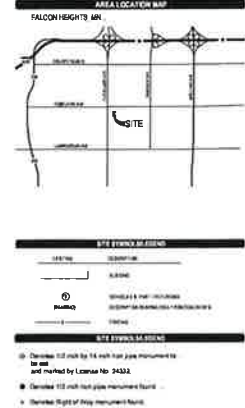
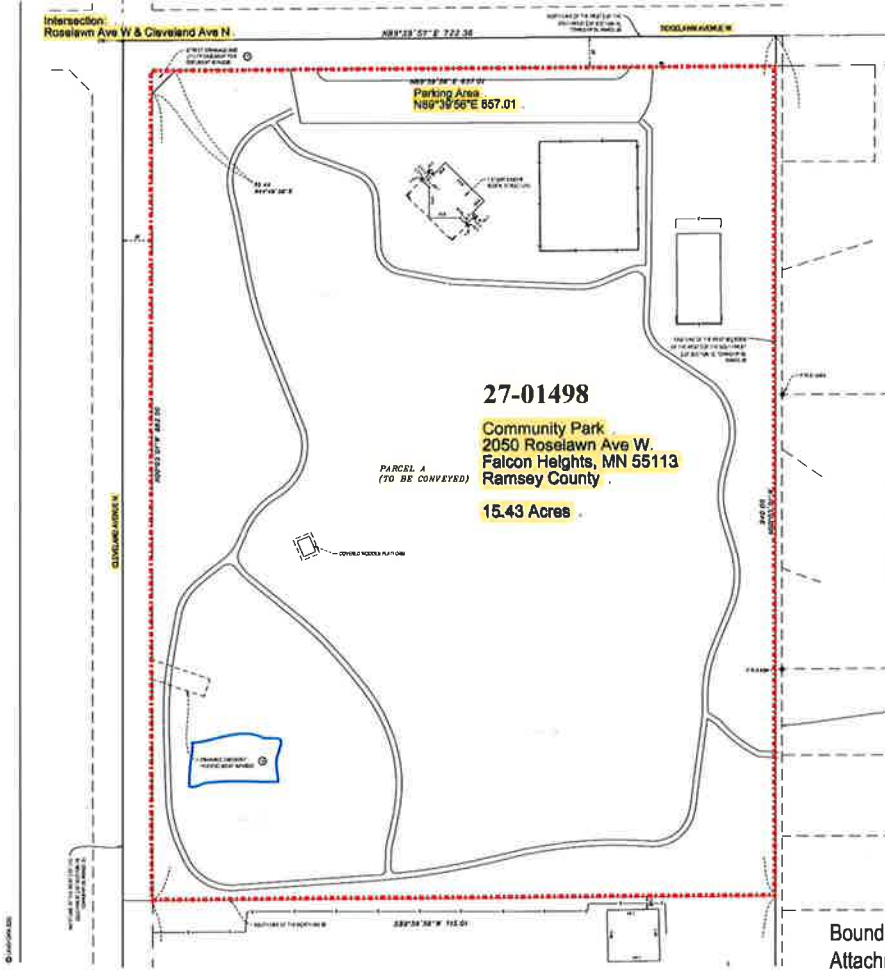
Project Scope

Allow for the construction of a unique, inclusive playground as the primary play space in an urban city of over 5,000 residents.

Notes / Conditions

Project Component	Cost
Excavation / SWPPP & play area demolition	\$30,000
Play equipment (9,000 SF to include approximately 42 play components)	\$240,000
5' concrete walkways (3,800 SF)	\$55,000
Benches (3), picnic tables (4), trash receptacles (2), landscaping	\$25,000
Shade structures w/ installation (3 @ \$12,000 each)	\$36,000
Playground safety fencing (460 LF @ \$180 per LF)	\$82,800
Rubber Poured in Place surfacing (9,000 SF)	\$231,200
Total Cost	\$700,000

Attachment B



DEVELOPER
CITY OF FALCON HEIGHTS
201 LAMAR AVENUE W
FALCON HEIGHTS, MN 55103
763.476.7666

MUNICIPALITY

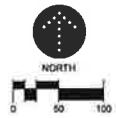
PROJECT
COMMUNITY PARK
PROPERTY SPLIT
FALCON HEIGHTS, MN

Digitally signed
by Jennifer
Bubke
Date: 2025.09.18
11:13:29 -05'00'

Jennifer Bubke
City Administrator

March 26, 2025

Boundary Map
Attachment 5 B 1



CERTIFICATION

REVISION HISTORY

LANDFORM
P.O. Box 1000
115 South Park Avenue
Rt. 10 913
Manassas, VA 20108
FILE NAME: VA-TS-002
PROJECT NO: DP0000

ALTA SURVEY
LAND TITLE SURVEY

Attachment D - Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a grant reviewer* is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: City of Falcon Heights

Project Name: Falcon Heights Community Park

Project Number: LW27-01498

Authorized Representative Printed Name: Jack Linehan

Authorized Representative Signature/Date:

Attachment E - Requirements for DNR grantees

Effective date: January 31, 2026

The following policies apply to all DNR grants, except where specifically noted. These requirements are in addition to requirements in program-specific manuals. In case of any conflicts with an existing grant program manual, the stricter document will control.

Questions about these requirements should be directed to the grant specialist for your grant program.

Questions may also be directed to grantsteam.dnr@state.mn.us. When sending an email to this address, please include information on your grant funding source, program, and question.

Admin's Office of Grants Management policies

Under [Minn. Statutes, section 16b.97 subd. 2](#), the Minnesota Department of Administration is required to create general grants management policies and procedures applicable to all state agencies. Admin's OGM implemented grant policies for the State of Minnesota. Please review [OGM grant policies](#) (select the Current Policies tab). Information especially relevant to grantees is summarized below. Unless otherwise noted, these policies do not apply to bonding grants and grants under [Minn. Statutes section 16A.86](#) or [section 16A.642](#).

Grants conflict of interest (OGM Policy 08-01)

All grantees must sign a conflict-of-interest disclosure form or certify they will disclose conflicts of interest when signing their grant agreements/grant award notifications. Grantees must also maintain a written standard of conduct covering conflicts of interest and governing the actions of their employees or board members engaged in the selection, award, and administration of contracts. State staff may request this written standard when conducting grant monitoring activities or if otherwise relevant. These requirements apply to all grants, including bonding grants and grants under Minn. Statutes section 16A.86 and section 16A.642.

OGM Policy 08-01 states that a conflict of interest occurs "when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it." Per the OGM policy, there are several types of conflicts of interest:

Actual conflict of interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential conflict of interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interest.

Individual conflict of interest

A conflict of interest that may benefit an individual employee or a grant reviewer is any situation in which their judgement, actions, or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to an immediate family member, business, or organization with which they are involved.

Organizational conflict of interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee, or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors

Use of grant contract agreements and grant award notifications (OGM Policy 08-04)

All grants need a written grant contract agreement or grant award notification. State agencies cannot award a grant to a grantee that is on either the [suspension or debarment lists for the state of Minnesota](#) or the federal government. If a grantee becomes suspended or debarred, that may be cause for the State to cancel their grant.

Grant agreements/GANs must contain a provision for the grantee to clearly post on the grantee's website the names and contact information for the grantee organization's leadership and the person(s) who directly manages and oversees the grant.

A fully executed copy of the grant agreement or GAN and all relevant records must be kept on file for a minimum of six years from the end date, receipt, and approval of all final reports, OR the period of time required to satisfy all state and program retention requirements, whichever is later.

Grantees must complete work in accordance with the terms and conditions of their grant agreement/GAN. Work not covered under the grant agreement/GAN will not be reimbursed without a prior amendment request.

Public questions and comments concerning fraud and waste in state grants (OGM Policy 08-05)

OGM will serve as the central point of contact for questions and comments about fraud and waste in state grants and about the violation of statewide grants policies. OGM will also respond to other public questions and concerns about state grants.

Grant payments (OGM Policy 08-08)

State agencies may not issue grant payments until the funds are encumbered, and the grant agreement is fully executed, or the GAN is completed.

Reimbursement is the State's preferred method for making grant payments. DNR grants operate on a reimbursement basis, unless the grant agreement/GAN contains explicit language specifying otherwise.

Grantee reimbursement requests must correspond to the line items in the approved grant budget. Grant managers must review each reimbursement request against the approved grant budget, grant expenditures to date, and the latest grant progress report before approving payment. If grant managers see a discrepancy or have any questions about reimbursement requests and/or related documentation, they will follow up with the grantee.

Any deviation from this policy must be approved by the agency wide grants manager prior to signing a grant agreement/GAN and must be in accordance with state laws and OGM policies.

Grants in which the payment terms are defined in statute are not covered by this policy.

DNR reimbursement procedures

- Grantees must pay for project expenses before seeking reimbursement from the grant and should only request reimbursement for paid expenses. Expenses are reviewed and those deemed eligible are then reimbursed under the terms of the agreement/GAN with the State of Minnesota.
- Grantees are not allowed to request reimbursement for invoices from a vendor that have not yet been paid by the grantee. Please also see the Proof of Payment section below.
- Grantees can expect to be reimbursed within 30 days of the DNR receiving a complete and accurate reimbursement request. If documentation to process the request is missing, or the request has discrepancies or incorrect information, the 30-day clock does not start until all necessary information has been submitted to the DNR and the request has been deemed complete and whole.
- The DNR will pay final reimbursement when the state determines that the grantee has satisfactorily fulfilled all the terms of their grant agreement/GAN, unless a grant term is altered or excluded by the DNR in writing.

Grantees should keep the following documentation on file for monitoring and audit purposes:

- Proof of payment of grant expenses (e.g. copies of cancelled checks, electronic bank statements, etc.)
- Contracting/purchasing bidding documentation
- Organization's conflict of interest policy

- Prevailing wage documentation (if applicable): project assessment form, certified payroll reports, etc.

Grant progress reports (OGM Policy 08-09)

Grantees are required to submit written progress reports at least annually until all grant funds have been expended and all the terms in the grant agreement/GAN have been met. Information requested in a grant progress report may include (but is not limited to): goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. State agencies cannot make grant payments on grants with past due progress reports (unless the agency has given the grantee a written extension).

Grant monitoring (OGM Policy 08-10)

All state grants over \$50,000 are required to have at least one monitoring visit before final payment is made. All state grants over \$250,000 are required to have annual monitoring visits. In-person visits are preferred where possible, but telephone or virtual visits are also used where reasonable.

The purpose of a monitoring visit is to review and ensure progress towards the grant's goals, address any problems or issues before the end of the grant period, and build a relationship between the agency and grantee.

For state grants over \$50,000, state agencies must conduct a financial reconciliation of grantees' expenditures at least once before final payment is made. A financial reconciliation involves reconciling a grantee's request for payment for a given period with supporting documentation (e.g. purchase orders, receipts, payroll records, etc.) for that request.

If previously reimbursed costs are found to be ineligible upon further review during monitoring (or at any other point during the grant period), repayment of those costs or other corrective action may be required.

Proof of payment

The State requires proof of payment documentation to ensure that funds are being provided on a reimbursement basis. The grantee must maintain proof of payment documentation and make it available when requested by the State. Proof of payment documentation may include:

- A copy of a bank statement with photocopies of cleared checks
- An electronic bank statement
- A copy of cancelled checks or other certified financial records
- Employee original time records and payroll documentation

Cost share/required match

For grants which require cost share or match, the requirements for documenting work completed or expenses incurred as match are the same as for expenses for which grantees are requesting reimbursement. The State may disallow otherwise-eligible costs for reimbursement if the grantee cannot provide proof of the expenses being used as match.

For grants with in-kind match (i.e. non-cash donations of a good or service), grantees should provide documentation similar to a payment request.

If the in-kind match is volunteer time, grantees will need volunteer logs and to show the calculation used to convert volunteer hours to time. If the in-kind match is something other than volunteer time (e.g. use of equipment, or donated materials), grantees must perform due diligence to determine how much the in-kind match would cost. For example, if the in-kind match is a land donation, the documentation should include an appraisal. If the in-kind match is use of equipment, the documentation should demonstrate a realistic cost for the type of equipment and amount of time.

Legislatively mandated grants (OGM Policy 08-11)

State agencies must manage legislatively mandated grants with the same level of oversight (including monitoring) applied to other state grants, while respecting and maintaining the legislative intent.

Grantees for legislatively mandated grants must submit a work plan and budget. The grant agreement/GAN must be based on the legislation, the grantee's work plan and budget, and negotiations between the state agency and the grantee.

Grant amendments (OGM Policy 08-12)

During the grant period, it may be necessary to make changes to the grant contract agreement/GAN. Generally, these modifications could include changes to the grant timeframe, to the scope of work, or to the budget categories.

A formal grant contract amendment is required for any changes. Should a situation arise that requires any changes to the project, it is the grantee's responsibility to communicate immediately with the DNR grants specialist.

The purpose of grant amendments must be similar to the original purpose of the grant and the grantee duties should be within the scope of the original RFP/notice of grant opportunity/application.

If an amendment is allowed, it must be fully executed before additional costs can be incurred.

Contracting and bidding

Competitive bidding needs to follow a fair and transparent public process.

Grantees must not contract with vendors or subcontractors who are on the suspension or debarment lists for either the State of Minnesota or the federal government.

Grantees must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the entities below are used when possible:

- [Minnesota Department of Administration's Certified Target Group, Economically Disadvantaged, and Veteran-Owned Vendor List](#)

- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and the City of St. Paul: [Central Certification Program](#)

Grantees must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable. Grantees must retain the following documentation in the project file:

- Copies of executed subcontract agreements
- A copy of the request for proposal/request for quote, all submitted bids, and the bid tabulation (if applicable)
- Written documentation that describes the rationale for selection of each subcontractor
- Documentation of the contract/bid approval, if required by grantee internal controls (such as meeting minutes)

This documentation may be reviewed during monitoring visits or when requested by the state.

Contracting and bidding for political subdivisions of the state

In addition to the general contracting and bidding requirements above, municipalities (defined in Minn. Statutes, chapter 471.345 subd. 1 as a county, town, city, school district, or other municipal corporation or political subdivision of the state authorized by law to enter into contracts) must also follow the [Uniform Municipal Contracting Law](#).

Contracting and bidding for non-governmental organizations

In addition to the general contracting and bidding requirements at the beginning of this section, non-government organizations must follow the contracting policies/procedures below.

Contracting and bidding for Tribal governments

Tribal governments are subject to neither the Uniform Municipal Contracting Law nor the DNR contracting policies/procedures below. Tribal governments are subject to the contracting and bidding procedures of their own governance.

Contracting and bidding thresholds and process

- Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded, based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- Grantees must use an RFP/RFQ process to competitively select professional and technical services.

- The advertisement for bid processes must allow for fair competition among potential qualified bidders.

Prevailing wage

Prevailing wage ([Minn. Statutes, sections 177.41-177.45](#)) is the minimum hourly wage employers must pay certain workers who work on construction and public works projects funded by state dollars. Prevailing wage includes the employer's cost of benefits. Other prevailing wage information can be found at the [Minnesota Department of Labor and Industry](#). Prevailing wage rules apply to any grant award of \$25,000 or more that qualifies as a "project" per the following definition:

Project: demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a public building, structure, facility, land, or other public work, which includes any work suitable for and intended for use by the public, or for the public benefit, financed in whole or part by state funds. "Project" also includes demolition, erection, construction, alteration, improvement, restoration, remodeling, or repairing of a building, structure, facility, land, or public work when the acquisition of property, predesign, design, or demolition is financed in whole or part by state funds (Minn. Statutes, section 177.42).

If the award is \$25,000 or more and contains activities in the work/accomplishment plan that qualify as a "project" per the definition above, prevailing wage rules in Minn. Statutes, sections 177.41-177.44 apply. If you are unsure if a project is subject to prevailing wage, ask the grant specialist for a copy of DLI's Project Assessment Form. Grantees must complete the form and return it to the grant specialist. Once ready, the DNR grant specialist will submit it to DLI and copy the grantee on the e-mail.

When prevailing wage applies, all bid requests and RFPs must state that the project is subject to prevailing wage to ensure that incoming bids have factored prevailing wage rates into their submittal. A prevailing wage form should accompany these bid submittals.

Grantees must retain documentation in the project file either the prevailing wage forms, or a notice from DLI that the project is not subject to prevailing wage.

Fraud reporting

In addition to OGM policy, various state statutes govern reporting of suspected fraud or misuse of state dollars.

State workers with information indicating that public resources (including public money) may have been used for an unlawful purpose must report that information. Any other person with such information is strongly urged to report that information. The DNR takes a "no wrong door" approach for reporting suspected fraud; essentially, the DNR encourages its workforce to report suspected fraud to any DNR supervisor or member of agency leadership, who will connect the person reporting to the correct contact or procedure, as needed.

All state agencies are required to report suspected fraud cases to the [Department of Revenue](#) for tax fraud investigation, in addition to referring all allegations of suspected fraud to the [Office of the Legislative Auditor](#) and the Minnesota Bureau of Criminal Apprehension's [Financial Crimes and Fraud section](#)

(mnfraud.bureau@state.mn.us or 651-739-3750). Grantees may report suspected fraud directly to these agencies, as well, or to their DNR grant manager or any DNR employee.

Requirements for working on state land

When working on state land, grantees must follow all applicable policies and requirements of that land. Grantees should work with the appropriate management staff for the state land to determine these requirements. Insurance is required to do work on state land, following the [requirements of Admin.](#)

Audits

Under [Minn. Statutes, chapter 16B.98 subd. 8](#), the state (the grantmaking agency, state auditor, attorney general, legislative auditor, Admin, etc.) has the right to perform programmatic or financial audits of the grantee. The grantee's books, records, documents, and accounting procedures and practices relevant to the grant are subject to state examination for a minimum of six years from the expiration or termination of the grant agreement/GAN, receipt and approval of all final reports, or the required period of time to satisfy state and program retention requirements, whichever is later. This provision is also included in grant agreements/GANs.

Records retention

Grantees must maintain a file for each project with all project agreements, correspondence, and the records pertaining to project expenses requested for reimbursement. Project records are required for monitoring/audit purposes and must be readily available for review. As with all provisions of the grant agreement/GAN, if the state finds a failure to comply, the State may take action, including immediate termination of the grant agreement/GAN with cause, refusal to disburse additional funds, and/or requiring the return of all or part of the funds already disbursed.

All records related to the project must be retained for a minimum of six years from the grant agreement/GAN end date, or the receipt and approval of all final reports, whichever is later. Some grant funds require permanent retention of the grant records, and in those cases, that requirement supersedes the six-year standard.

Data practices

- Grantees must comply with the [Minnesota Government Data Practices Act](#) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the grantee under their grant agreement/GAN. If a grantee receives a request to release this data, the grantee must immediately notify the State. Following this notification, the State will provide instructions to the grantee concerning the release of data.
- Grantees should instruct and train their staff regarding the governing privacy and data practices provisions; maintaining data in a secure manner; and limiting access to work duties and assignments.

- Grantees must mitigate risks associated with the unauthorized access or data breach and report to the DNR any real or perceived security or privacy incident regarding any private data in accordance with MGDPA.
- Grantees are not permitted to use private data with artificial intelligence services unless it is approved through the DNR/Minnesota IT vendor security risk and compliance process. AI services are reviewed and verified through a process that includes understanding the AI's training, ownership of data and level of security.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

April 22, 2026

No. 26-36

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES OUTDOOR
RECREATION GRANT PROGRAM TO ACCEPT FUNDS FOR THE COMMUNITY PARK
PLAYGROUND PROJECT**

WHEREAS, the Minnesota Department of Natural Resources Outdoor Recreation Grant Program provides grant funds to increase and enhance outdoor recreation facilities in local and community parks throughout the state; and

WHEREAS, Minnesota Statutes Section 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution of the governing body; and

WHEREAS, the MN DNR has awarded the City of Falcon Heights a grant of up to \$350,000 for the construction of a new, inclusive playground at Community Park in Falcon Heights; and

WHEREAS, the grant allows the City to include pour-in-place (PIP) surfacing throughout the play area, to fully enclose the play area, and to add shade canopies throughout; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the grant award of \$350,000 from the Minnesota Department of Natural Resources is hereby accepted; and

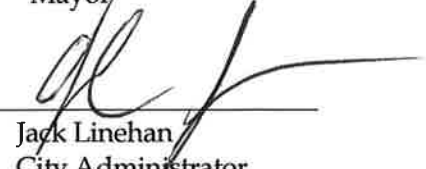
BE IT FURTHER RESOLVED that the City Council authorizes the City Administrator to execute the Minnesota Department of Natural Resources Outdoor Recreation Grant Program Agreement for the playground project at Community Park and to undertake all necessary administrative actions to implement the terms of the grant.

ADOPTED by the Falcon Heights City Council this 22nd day of April, 2026

Moved by: Gustafson

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
MAY 0
MIELKE 0 Against
MOGEN
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	April 22, 2026
Agenda Item	G11
Attachment(s)	Quote; Resolution; Purchase Agreement
Submitted By	Kelly Nelson, Administrative Services Director/Deputy Clerk

Item	Approval of Resolution 26-37 Authorizing the Purchase Agreement for Playground Equipment at Community Park
Description	<p>WSB released an RFP on behalf of the City and accepted proposals and designs for playground equipment with bid alternates to include rubber play area surfacing from qualified playground manufacturing representatives through November 26, 2024. Seven playground vendors that serve Minnesota submitted a total of eleven playground renderings during this time for consideration. The Parks and Recreation Commission then met on December 2, 2024, and selected the proposal from Northland Recreation as their unanimous favorite to City Council for their review and discussion at the December 4, 2024 Workshop meeting.</p> <p>After a few revisions, Northland Recreation submitted a final estimate for the specific playground equipment and Engineered Wood Fiber (EWF) included. Council approved a purchase price not to exceed \$250,000 with Northland Recreation on December 23, 2024.</p> <p>In addition, Northland Recreation submitted a bid alternate estimate to replace the playground surfacing with poured-in-place rubberized surfacing (PIP) and another bid alternate to include shade canopies.</p> <p>Before the playground order was placed, City staff asked Council to support the playground project being submitted for grant funding consideration of up to \$350,000 through the Minnesota Department of Natural Resources Outdoor Recreation grant program to help finance the additional bid alternates.</p> <p>The City Council approved Resolution 25-13 on February 26, 2025, in support of staff applying for the grant. The City was notified that they were the recipient of these grant funds on June 27, 2026.</p>

	With a grant agreement now in place, the City is seeking Council's approval to order the playground equipment, to now include the bid alternates of poured-in-place (PIP) surfacing and three cantilever pyramid shade structures from Northland Recreation at a purchase price of \$555,272.14 \$554,072.14. The ornamental fencing will be under a separate quote at a later date. Grant funds to be received are estimated to cover 50% of the total project's cost.
Budget Impact	Funds are budgeted in the 2026 capital budget for the playground upgrade.
Attachment(s)	<ul style="list-style-type: none"> • Northland Recreation's quote • Resolution 26-37 • Purchase Agreement
Action(s) Requested	Staff recommends that City Council approve the quote from Northland Recreation at a purchase price of \$555,272.14 \$554,072.14 for playground equipment and installation at Community Park, and authorize the City Administrator to execute the necessary purchase agreements using joint purchasing agreements.



PlayPower LT Farmington, Inc.
 878 E. US Hwy 60
 Monett, MO 65708
 1-800-325-8828

QUOTE: OE25009844
 CUSTOMER: TEMP25000668
 PROJECT: 25011425
 DESIGN NAME: 1Revised imported
 SOURCEWELL ACCT# 167387

Bill To:

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

Project Name & Location:

Falcon Heights Community Park
 2050 Roselawn Avenue West
 Roseville, MN 55113

Prepared by:

NORTHLAND RECREATION LLC
 Briana Cohen
 ATTN: SUE AYERS
 WOODBURY, MN 55129

Ship To Address:

Kelly Nelson
 Falcon Heights Community Park
 2050 Roselawn Avenue West
 Roseville, MN 55113
 (651) 792-7600

End User:

Kelly Nelson
 City of Falcon Heights
 2077 Larpenteur Avenue West
 Falcon Heights, MN 55113
 (651) 792-7600
 kelly.nelson@falconheights.org

Quote Number: OE25009844
 Quote Date: 4/16/2026
 Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
 Age group: 5-12_ASTM

Global defaults

Aluminum Steering Wheel
 Cone Spinner Post
 Infinity 1 Plastic Clr
 InfinityPad 1 Plastic Clr
 KB Accent Color
 KB CLAMP
 KB Overhead Color
 KB Pnl/Crwl Tunnel Clr
 KB Slide/Float Stone Clr
 KB Vinyl color
 KB/Jeep Ground Cover
 Kid Builder Post Color
 Laminated Panel
 NFS Fun Wheel Color
 NFS Ground Cover
 NFS Post Color
 NRG Plastic Clr
 NRG_ROPE_CLMB_CLR
 Rail Accent Color
 Rev Spin Body

RED
 ORANGE
 ORANGE
 TROPICAL YELLOW
 LIME
 TEAL
 TROPICAL YELLOW
 ORANGE
 TROPICAL YELLOW
 Gray
 Buried
 TEAL
 ORANGE-SAND-ORANGE
 LIME
 Buried
 TROPICAL YELLOW
 ORANGE
 GREEN
 ORANGE
 ORANGE

Components

Part Number	Description	Qty
200006975	Double Wide Slide, 915 mm (36")	1.00
200007049	Safety Panel, deck mount	2.00
200007097	Counter Panel, adjustable, below deck only	1.00
200007101	Doorway Panel, below deck	1.00
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1.00
200013795	KB 120" POST W/CAP	13.0
		0
200013798	KB 136" POST W/CAP	14.0
		0
200013808	KB 96" POST W/CAP	6.00
200013810	KB 148" POST W/CAP	3.00
200013813	KB 164" POST W/CAP	6.00
200013892	Single-Rail Assembly	1.00
200013892	Single-Rail Assembly	1.00
200013920	Hand Loop Assembly	3.00
200013924	Safety Loop Assembly	5.00
200034346	Ring Challenge, 3660 mm (12')	1.00
200092591	Stepping Stones - sold singly	3.00
200129609	Loop Climber, 1830 mm (72") deck	1.00
200200164	Wave Slide, 1422mm (56") Maxplay style	1.00
200200250	Steel Driving Panel, deck mount (accent color)	1.00
200200384	Ramp w/guard rails, 3660 mm (12') (Small hole)	3.00
200200399	Deck-To-Deck Steps, 508 mm (20"), w/safety rails (Small hole)	1.00
200200401	Deck-To-Deck Steps, 610 mm (24"), w/safety rails (Small hole)	1.00
200200410	One-Step Deck, 205 mm (8") spacing (Small hole)	1.00
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1.00
200200725	Steel Matching Game Panel, deck mount (accent color)	1.00
200200726	Steel Weather Game Panel, deck mount (accent color)	1.00
200200755	Infinity Flex, ground to deck, SGL (Inground only)	1.00
200201090	KB Therapeutic Rings	1.00
200201307	Deck-to-Deck Steps, 406 mm (16"), w/safety rails(Small hole)	1.00
200202167	Wavy Rung Climber 40"	1.00
200202241	Roundabout Overhead	1.00
200202281	Picture Braille Panel DKMT	1.00
200202477	Tilted Rock Challenge Wall 56"	1.00
200202483	KB Deck Square Large Hole 11GA	1.00
200202497	KB Deck Hex Small Hole 11GA	2.00
200202502	KB Deck Rest Small Hole 11GA	2.00
200202504	Deck Triangle Small Hole 11GA	2.00
200202511	Morphous Slide, 2440 mm (96") Right	1.00
200202549	KB Transfer Station (DK W/LOOP)(SM HL)11GA	1.00
200202884	NRG Freestyle 3 Up Hub	1.00
200202887	NRG Freestyle Solo Pod	2.00
200202891	NRG Freestyle Inline Rail	1.00
200202894	NRG Freestyle Funwheel	1.00
200202895	NRG Freestyle Rail to KB	1.00
200202898	NRG Freestyle Vertical Net	1.00
200203322	Elbow Slide, 915 mm (36") with 2014 Hood	1.00
200203327	Wave Slide, 1625 mm (64") with 2014 Hood	1.00
200203413	Revolution Inclusive Spinner	1.00
200203415	NU-Edge X Tower	1.00
200203509	Elevated Transfer Deck with Rails	3.00

200203546	ZoomTwist with Floor	1.00
200203635	Unlimited Play Simon Says Reach Panel - KB	1.00
200203876	Post Players Tongue Drum Post Mount F/KB	1.00
200203877	Post Players Maracas Post Mount F/KB	1.00
M00000963	Lola, Snail C spring rider	1.00

PlayArea_2

Product line: KidBuilders
Age group: 2-5_ASTM

Global defaults

BASKET SEAT ROPE CLR	BLACK
Belt Swing Seat Color	Black
Inclusive Seat Clr	TROPICAL YELLOW
SWING GROUND COVER	Buried
SWING LEG	TEAL
SWING TOPRAIL	ORANGE
Us/Csa Labels For Swings	US Swing Label

Components

Part Number	Description	Qty
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2.00
200203423	Generation Swing	1.00
200203433	Inclusive Swing Seat with Chains 8'	1.00
912358	INCLUSIVE 3-POINT HARNESS W/hardware	1.00
LT0931	5" 2 Seat Arch Swing	1.00
LT0933	5" 2 Seat Arch Swing Add-A-Bay	1.00
LT0941	5.00" OD Arch Swing Add-A-Bay (Multi-User)	1.00

PlayArea_3

Product line: KidBuilders
Age group: 6-23_ASTM

Global defaults

TB FENCE ROUTER LAM	BEIGE-FOREST GREEN-BEIGE
TB FENCE STEEL PAINT	TROPICAL YELLOW
TB GROUND COVER	Buried

Components

Part Number	Description	Qty
LT0902	Tot Builders Friendly Fence	1.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

RISK MGNT SIGN CLR	ORANGE
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Components

Part Number	Description	Qty
787Z	RISK MANAGEMENT SIGN - ENGLISH	1.00

Additional Items

Part Number	Description	Qty
105295	BAG ZIPLOCK 12" X 14"	1.00
200111492	Label, Identification stamped w/rivets	1.00
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5.00
925603	LABEL P/C (5 TO 12 YRS) PPLT	4.00
925960	THUMB DRIVE 2GB - PPLT	1.00
926461	LABEL,GENERATION SWG, 2YR-12YR, LT	1.00
INSTALL BK	INSTALL BOOK FOR PP ORDERS	1
DRNTL	DRAIN TILE	1
PYRMD	16'x16' PYRAMID CANTILEVER SHADE	3
CLASSV	350 TONS CLASS V BASE FOR PIP SS	1
PIPSS	50C/50B 8'CFH POUR-IN-PLACE SAFETY SURF.	1
PGCURB	12"x6" PLAYGROUND CONCRETE CURB 360LF	1
CONSLB	858 SQ FT 4" CONCRETE PAD	1
CNCMND	2" THICK CONCRETE CAP - PIP MOUND	1
PIPMND	PIP MOUND	1
PIPHPSCT	PIP HOP-SCOTCH DECAL	1
PIPTRCK	PIP BIKE TRACK-100 C WITH 100 C LINES	1
DVSBCN	DAVIS-BACON PREVAILING WAGES	1
SCWLL	SOURCEWELL CONTRACT#101625-PLP-4	1

NOTE: Quote includes play equipment, delivery and off-loading of play equipment, drain tile materials, installation of drain tile within perimeter to tie into sewer at NE corner, installation of play equipment, concrete footings, supply and compacted installation of 350 tons of Class V aggregate base for PIP SS, 7,641 sq ft of 50Black/50Color 3.5" thick, 8' CFH Pour-in-Place Safety Surfacing, 1,284 sq ft of 100Color 3.5" thick, 8' CFH Pour-in-Place Track with 100Color Lines, Pour-in-Place Hopscotch Decal, (4) 50Black/50Color Pour-in-Place Squares for 4-Square, (1) Pour-in-Place Mound with 2" thick Concrete Cap base, supply and installation of three 16'Lx16"Wx10'EH Pyramid Cantilever Shade units with concrete footings, 922 total sq ft of (3) 4" #4500 lb DOT mix concrete pads at base of each shade, 360 LF of 12"Wx6"T concrete playground curb, DAVIS-BACON PREVAILING WAGES, dumpster for packaging disposal. EXCLUSIONS: Excavation of site to 9.5" below grade, any/all tree removals, concrete sidewalk, asphalt walkways, fencing materials and installation all by Owner/Others.

Totals:

Products Subtotal:	\$176,405.39
Products by Other:	\$279,208.71
PBO Freight:	\$12,930.00
Installation:	\$81,532.00
Estimated Sales Tax*:	EXEMPT

Freight: \$4,236.04
Grand Total: \$554,072.14

Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation. Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities. If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 12.98% recycled content
This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2026

No. 26-37

**A RESOLUTION AUTHORIZING THE PURCHASE AGREEMENT FOR
PLAYGROUND EQUIPMENT FROM NORTHLAND RECREATION AT
COMMUNITY PARK**

WHEREAS, the City of Falcon Heights is undertaking a comprehensive renovation of Community Park to improve amenities for residents and visitors; and

WHEREAS, an inclusive and accessible playground was identified by the City Council and Parks and Recreation Commission as a priority addition to the park; and

WHEREAS, Northland Recreation proposed a playground consistent with the City's goals; and

WHEREAS, the new playground will be approximately 9,000 square feet, include 42 play components, 39 of which are accessible by transfer or ramp, and include poured-in-place rubberized surfacing (PIP) and shade canopies; and

WHEREAS, the cost of materials and installation proposed by Northland Recreation totals \$554,072.14; and

WHEREAS, funds for this purchase are included in the 2026 Capital Improvement Plan and project budget.


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

1. The City Council hereby authorizes the purchase and installation of playground equipment at Community Park from Northland Recreation in the amount of \$554,072.14.
 2. The City Administrator is hereby authorized to execute the agreement and all related documents necessary to complete the purchase and installation in accordance with the terms of the proposal.
-

Moved by: Gustafson

Approved by: 
Randall Gustafson
Mayor

GUSTAFSON 5 In Favor
MAY
MIELKE 0 Against
MOGEN
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

NON-BID CONTRACT FOR PURCHASE OF GOODS AND SERVICES

AGREEMENT made this 22nd day of April, 2026, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City") and **PLAYPOWER LT FARMINGTON INC.**, a Missouri corporation ("Contractor").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. City of Falcon Heights Park Playground Equipment Request for Quote
- C. State Purchasing Agreement No. _____
- D. Contractor's Quote No. OE25009844

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. CONTRACTOR OBLIGATIONS.

A. The Contractor shall provide the goods, services and perform the work in accordance with the Contract Documents for furnishing and installation of the playground equipment and rubber play area surfacing for the park. Contractor shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified in the Contract Documents.

B. Contractor shall comply with all applicable terms of the City's State of Minnesota Grant Agreement (Federal Sub-Award Agreement) No. LW27-01498 for the Falcon Heights Community Park.

C. Contractor must pay prevailing wages on the work provided under the Contract because the work is being funded with State funds to which State of Minnesota prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

3. CONTRACTOR'S REPRESENTATIONS.

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

B. 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.

C. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.

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

4. COMPENSATION. Contractor shall be paid by the City for the goods and services provided under this Contract, but not to exceed:

Products:	\$176,405.39
Products by Other:	\$279,208.71
PBO Freight:	\$ 12,930.00
Installation:	\$ 81,532.00
Freight:	<u>\$ 4,236.04</u>
Total	\$554,072.14

which is inclusive of reimbursable expenses. The fee shall not be adjusted even if the estimated number of hours to perform a task, or any other estimate, assumption or matter is wrong or exceeded. Payment shall be made periodically after a service has been completed and within thirty-five (35) days of receipt of an invoice.

5. COMPLETION DATE. The Contractor shall complete the Work on or before November 30th, 2026.

6. WARRANTY. The Contractor guarantees that all warranties as specified in the Quote shall be in full force and transferred to the City upon payment by the City. The Contractor shall be held responsible for any and all defects in workmanship. In addition to the warranties required in the Contract Documents the Contractor provides the following warranties. The Contractor is responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

7. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under, except as may be specifically agreed in writing.

8. INSPECTION AT DELIVERY. At the point of delivery, the City will have the right inspect the goods for compliance with the Contract Documents prior to installation. As the result of the inspection, the City will:

A. Accept the goods subject to an inspection report requiring correction; or

B. Refuse to make payment until corrections are complete.

9. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the work provided under this Agreement; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the work provided under the amendment. Changes in the Contract Price shall be based upon the prices identified in the Quote provided or negotiated between the parties based on similar work provided in the Proposal.

10. UNAUTHORIZED WORK. Additional work performed without authorization of an amendment of this Contract will not entitle Contractor to an increase in the Compensation or an extension of the Contract.

11. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

12. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of goods and services to be provided.

13. STANDARD OF CARE. Contractor shall exercise the same degrees of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor's negligence or its performance or failure to perform its obligations under this

Contract. Contractor's indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

15. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

16. INDEPENDENT CONTRACTOR. The City hereby retains the Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. The Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

17. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with federal, state and local laws. 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.

18. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay Subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

19. ASSIGNMENT. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

20. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

21. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the

provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

22. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

23. NON-DISCRIMINATION. The Contractor agrees during the life of this Agreement not to discriminate against any employee, application for employment, or other individual because of race, color, sex, age, creed, national origin, sexual preference, or any other basis prohibited by federal, state, or local law. The Contractor will include a similar provision in all subcontracts entered into for performance of this Agreement.

24. COPYRIGHT. Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

25. RECORDS/AUDIT. The Contractor shall maintain complete and accurate records of time and expense involved in the performance of services. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of City and Contractor relevant to the Agreement are subject to examination by City and Contractor, and either the Legislative Auditor or the State Auditor as appropriate. City and Contractor agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

26. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

27. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Contractor at the address on file with the City. Upon termination under this provision if there is no fault of the Contractor, the Contractor shall be paid for goods and services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Contractor has failed to perform in accordance with this Agreement, no

further payment shall be made to the Contractor, and the City may retain another Contractor to undertake or complete the work identified in this Agreement.

Dated: April 22, 2026

CITY OF FALCON HEIGHTS

By:  _____
Randy Gustafson, Mayor

And  _____
Jack Linehan, City Administrator

Dated: _____, 2026

PLAYPOWER LT FARMINGTON, INC.

By: _____

Print Name: _____

Its: _____

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2026
Agenda Item	Policy H1
Attachment	Applications and Resolution 26-38
Submitted By	Jack Linehan, City Administrator

Item	Appointment of Members to the Les Bolstad Golf Course Redevelopment Community Advisory Committee (CAC) and Approval of Resolution 26-38
Description	<p>As the University of Minnesota moves forward with interviewing potential developer candidates for the Les Bolstad Golf Course sale, consultant Andrew Dresdner of Bolton & Menk has advised the City to consider forming two committees: a Technical Advisory Committee and a Community Advisory Committee for developing a master plan for the redevelopment.</p> <p>The Technical Advisory Committee will be made up of individuals from organizations such as Ramsey County, the Met Council, St. Paul Regional Water, Rice Creek Watershed District, Capitol Region Watershed District, Falcon Heights staff, and any other appropriate parties.</p> <p>The Community Advisory Committee will be made up of local community members who represent various economic, demographic, and neighborhoods within the City of Falcon Heights and adjacent cities.</p> <p>City Council determined during the February 11, 2026 City Council Workshop Meeting that the CAC will be made up of (9) voting members and, with Council support, Councilmembers Jim Wassenberg and Georgiana May volunteered to conduct interviews of all Falcon Heights candidates.</p> <p>In total, the City received 24 applications for the six Falcon Heights seats. The City Council identified 14 candidates for further interviews.</p> <p>At the conclusion of the interviews, and with recommendations received from surrounding cities, Council is asked to appoint the following representatives to the CAC:</p> <ul style="list-style-type: none"> • Jake Anderson as the representative from the Planning Commission, to also serve as Chair • Adam Keester as the representative from the Environment Commission • Naomi Loud-Heinsch as the representative from the Parks and Recreation Commission

	<ul style="list-style-type: none"> • Merrissa McLean, to serve in an At-Large capacity in place of the representative from the Community Engagement Commission • Colleen Wilson as representative from The Grove neighborhood, to also serve as Vice Chair • Emma Bollig as the representative for Falcon Heights At-Large • Geoff Kramer was recommended by Lauderdale City Council for appointment as the representative from Lauderdale • Jewelie Grape was recommended by Roseville City Council for appointment as the representative from Roseville • Eliza Swedenborg was recommended by St. Anthony Park Community Council for appointment as the representative from Saint Paul <p>Additionally, we are recommending that all members of the CAC receive the same \$50 per meeting attended stipend we provide our standing commissions. The resolution clarifies this intent.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Commission Applications • Resolution 26-38
Action(s) Requested	Staff recommend approval of Resolution 26-38 appointing members to the Community Advisory Committee

***NEW SUBMISSION* Les Bolstad Golf Course Redevelopment Community Advisory Committee Application**

From Falcon Heights, MN <falconheights@falconheights.org>
Date Mon 3/16/2026 9:32 PM
To FH Mail <mail@falconheights.org>

Les Bolstad Golf Course Redevelopment Community Advisory Committee Application

Submission #: 4692720
IP Address: 97.127.69.52
Submission Date: 03/16/2026 9:32
Survey Time: 2 minutes, 13 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

The Community Advisory Committee (CAC) will serve as a voice for the community and act in an advisory capacity to help shape the future redevelopment of the Les Bolstad Golf Course. Please complete the application below if you are interested in serving on the CAC. The deadline to apply is Monday, March 16, at midnight. Complete all required fields and click "submit".

Name

Naomi Loud-Heinsch

Address

1811 Tatum Street
Falcon Heights, MN 55113

Phone

Email

How long have you been a resident of Falcon Heights?

9 years

Tell us why you wish to serve on the Community Advisory Committee (CAC).

I think it's the right thing to do for our community.

Do you currently serve, or have served recently, on a Commission of Falcon Heights? If so, please list those Commissions and approximate dates of service.

Yes, newly appointed to the parks and rec commission.

Please list any other prior public service.

None.

List your work experiences, community involvement, education or other experiences which you could bring to the CAC.

I work for the Roseville School district.

Have you served in a leadership role in Falcon Heights Commissions or government, or in other neighborhood or work capacities? If so, please describe those here.

No.

Can you commit to regular attendance of the monthly CAC meetings for 18-24 months?

Yes

Thank you,
Falcon Heights, MN

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

***NEW SUBMISSION* Les Bolstad Golf Course Redevelopment Community Advisory Committee Application**

From Falcon Heights, MN <falconheights@falconheights.org>
Date Wed 3/4/2026 6:18 PM
To FH Mail <mail@falconheights.org>

Les Bolstad Golf Course Redevelopment Community Advisory Committee Application

Submission #: 4668828
IP Address: 65.128.81.144
Submission Date: 03/04/2026 6:17
Survey Time: 4 minutes

You have a new online form submission.

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

The Community Advisory Committee (CAC) will serve as a voice for the community and act in an advisory capacity to help shape the future redevelopment of the Les Bolstad Golf Course. Please complete the application below if you are interested in serving on the CAC. The deadline to apply is Monday, March 16, at midnight. Complete all required fields and click "submit".

Name

Jake Andersons

Address

1700 Albert Street
Falcon Heights, MN 55113

Phone

Email

How long have you been a resident of Falcon Heights?

My family and I moved to Falcon Heights in 2021. We chose the city for its strong schools, relative affordability, and its location close to both Saint Paul and Minneapolis while still feeling like a small, connected community. My seven-year-old attends Falcon Heights Elementary School and my two year old attends daycare nearby, so we are deeply invested in the long-term future of the city.

Tell us why you wish to serve on the Community Advisory Committee (CAC).

The redevelopment of the Les Bolstad Golf Course represents a once in a generation opportunity to shape the future of Falcon Heights. Because of the site's size and location, the decisions made here will influence the character of the community for decades. I am particularly interested in ensuring the development reflects climate-forward design and strong connectivity with surrounding neighborhoods. I would like to help ensure the redevelopment grows Falcon Heights in a thoughtful way, avoiding a cookie-cutter approach and instead creating something that serves current residents while welcoming future ones. As a parent of two young children growing up here, I see this project as one that will shape the community they inherit.

Do you currently serve, or have served recently, on a Commission of Falcon Heights? If so, please list those Commissions and approximate dates of service.

Yes. I have served on the Falcon Heights Planning Commission since February 2023. I served as Secretary last year and currently serve as Vice Chair.

Please list any other prior public service.

I served as a Minnesota State Delegate in 2024 and attend precinct caucuses whenever I can.

List your work experiences, community involvement, education or other experiences which you could bring to the CAC.

My professional background includes nonprofit fundraising and community engagement. I currently serve as Major Gifts Officer at Friends of the Boundary Waters, where I engage with community members and stakeholders around conservation and long-term environmental protection. Earlier in my career, I worked in nonprofit fundraising in the arts and at Project for Pride in Living, a Twin Cities nonprofit that develops and manages affordable housing and career training programs. I have also served on the Vestry at Saint Matthew's Episcopal Church in the Saint Anthony Park neighborhood. These experiences gave me exposure to community development, housing issues, and working collaboratively with diverse stakeholders.

Have you served in a leadership role in Falcon Heights Commissions or government, or in other neighborhood or work capacities? If so, please describe those here.

Yes. I currently serve as Vice Chair of the Planning Commission and previously served as Secretary. In both professional and volunteer roles I have chaired meetings, facilitated discussions, and helped navigate complex community issues. I try to bring a steady, thoughtful presence and work toward consensus when possible.

Can you commit to regular attendance of the monthly CAC meetings for 18-24 months?

Yes

Thank you,
Falcon Heights, MN

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***NEW SUBMISSION* Les Bolstad Golf Course Redevelopment Community Advisory Committee Application**

From Falcon Heights, MN <falconheights@falconheights.org>

Date Sun 3/15/2026 9:05 PM

To FH Mail <mail@falconheights.org>

Les Bolstad Golf Course Redevelopment Community Advisory Committee Application

Submission #: 4690053

IP Address: 65.128.204.205

Submission Date: 03/15/2026 9:04

Survey Time: 1 day, 25 minutes, 49 seconds

You have a new online form submission.

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

The Community Advisory Committee (CAC) will serve as a voice for the community and act in an advisory capacity to help shape the future redevelopment of the Les Bolstad Golf Course. Please complete the application below if you are interested in serving on the CAC. The deadline to apply is Monday, March 16, at midnight. Complete all required fields and click "submit".

Name

Adam Keester

Address

1723 Albert St N
Falcon Heights, MN 55113

Phone

Email

How long have you been a resident of Falcon Heights?

3.5 years in the Northeast quadrant

Tell us why you wish to serve on the Community Advisory Committee (CAC).

This golf course redevelopment is a significant moment for the city of Falcon Heights. It is critical that the community's input is heard and reflected in the redevelopment, and that a modern, self-sustaining development is created. All aspects of the earth's environment are currently at risk due to human actions, and global experts agree that immediate changes are required to stave off environmental catastrophe. This new development will shape Falcon Heights for decades and should serve as the change we currently need. Certain sustainability practices may be more or less urgent than others, and some practices may be critical to address before development while others are achievable after. I wish to serve on the CAC to represent the Falcon Heights Environment Commission and advocate for sustainable, environmentally-friendly development, focusing on those most urgent aspects of sustainability that are most effective when implemented before or during the development process.

Do you currently serve, or have served recently, on a Commission of Falcon Heights? If so, please list those Commissions and approximate dates of service.

Yes. Environment Commissioner: March 2024 - January 2026 Environment Commission Chair: January 2026 - present

Please list any other prior public service.

Falcon Heights Energy Action Plan Team Falcon Heights Climate Action Plan Team

List your work experiences, community involvement, education or other experiences which you could bring to the CAC.

I earned my Bachelor of Science and Master of Science degrees in Mechanical Engineering from the University of Minnesota where I studied wind turbines, marine renewable energy, and atmospheric weather models. I currently work as a Research & Development Mechanical Engineer at Sandia National Laboratory, one of the nation's largest federally funded research and development centers, where I research, optimize, and model marine renewable energy systems. My education and career has exposed me to a broad range of scientific topics and cutting edge research on renewable energy systems, climate change, and sustainability. As a member of the Environment Commission and concerned resident, I had an active role in shaping the city's Energy Action Plan and Climate Action Plan. I provided an in-depth review of and technical feedback on data, analyses, goals, and actions related to both plans. I will shortly begin working to identify and help implement actions for the city to meet these goals.

Have you served in a leadership role in Falcon Heights Commissions or government, or in other neighborhood or work capacities? If so, please describe those here.

I have been a Falcon Heights Environment Commissioner for two years and Chair of that commission since January 2026. As chair, I have led our meetings in 2026, reviewed and suggested agenda and action items for the city, and am about to lead a commission subgroup to help implement city-adopted goals from the Energy Action Plan and Climate Action Plan.

Can you commit to regular attendance of the monthly CAC meetings for 18-24 months?

Yes

Thank you,
Falcon Heights, MN

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***NEW SUBMISSION* Les Bolstad Golf Course Redevelopment Community Advisory Committee Application**

From Falcon Heights, MN <falconheights@falconheights.org>

Date Sun 3/8/2026 11:11 PM

To FH Mail <mail@falconheights.org>

Les Bolstad Golf Course Redevelopment Community Advisory Committee Application

Submission #: 4675554

IP Address: 2601:447:c17f:fdbb:adca:f2d1:b2ae:feff

Submission Date: 03/08/2026 11:11

Survey Time: 20 minutes, 6 seconds

You have a new online form submission.

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

The Community Advisory Committee (CAC) will serve as a voice for the community and act in an advisory capacity to help shape the future redevelopment of the Les Bolstad Golf Course. Please complete the application below if you are interested in serving on the CAC. The deadline to apply is Monday, March 16, at midnight. Complete all required fields and click "submit".

Name

Merrissa McLean

Address

1604 Maple Knoll Drive
Falcon Heights, Minnesota 55113

Phone

Email

How long have you been a resident of Falcon Heights?

I have been a resident of Falcon Heights for almost 10 years, it will be 10 years in August 2026.

Tell us why you wish to serve on the Community Advisory Committee (CAC).

I would like to serve on the Community Advisory Committee because I would like to help shape the development of the Les Bolstad Golf Course. I think I can help represent families with teenage and young children. I understand how families make decisions about where to live and spend their money. I am also a MCEE certified Personal Finance educator which gives me perspective on how people make financial decisions. I want to serve on this committee because I think it is important to be a part of helping the Falcon Heights community benefit from this very unique opportunity to help the city sustainably grow.

Do you currently serve, or have served recently, on a Commission of Falcon Heights? If so, please list those Commissions and approximate dates of service.

I have never served on a Commission of Falcon Heights.

Please list any other prior public service.

I served as a school board member of school district 4151 (Edvisions Off Campus School) from 2016-2020.

List your work experiences, community involvement, education or other experiences which you could bring to the CAC.

Masters of Education- Differentiated Instruction. Social Studies teaching license, grades 5-12 Participated in Online school parent committee for Parkview Center School Ongoing volunteer for RAYLA I attended a community meeting to discuss what type of zoning laws should be put in place for any new buildings/developments within Falcon Heights. I work as a teacher in a nearby city, have children in Roseville schools and sports. I have 20 yrs experience working in schools and with students and can bring a unique perspective on what kids and families would want in their city/area.

Have you served in a leadership role in Falcon Heights Commissions or government, or in other neighborhood or work capacities? If so, please describe those here.

I have never served in leadership in government or Falcon Heights. I have served as Project Based Learning Lead at Career Pathways school and Events Team lead at Edvisions Off Campus School.

Can you commit to regular attendance of the monthly CAC meetings for 18-24 months?

Yes

Thank you,
Falcon Heights, MN

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***NEW SUBMISSION* Les Bolstad Golf Course Redevelopment Community Advisory Committee Application**

From Falcon Heights, MN <falconheights@falconheights.org>

Date Fri 3/13/2026 1:58 PM

To FH Mail <mail@falconheights.org>

Les Bolstad Golf Course Redevelopment Community Advisory Committee Application

Submission #: 4687005

IP Address: 73.94.43.103

Submission Date: 03/13/2026 1:58

Survey Time: 30 minutes, 10 seconds

You have a new online form submission.

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

The Community Advisory Committee (CAC) will serve as a voice for the community and act in an advisory capacity to help shape the future redevelopment of the Les Bolstad Golf Course. Please complete the application below if you are interested in serving on the CAC. The deadline to apply is Monday, March 16, at midnight. Complete all required fields and click "submit".

Name

Colleen Wilson

Address

2202 Folwell ave
Falcon heights, MN 55108

Phone

Email

How long have you been a resident of Falcon Heights?

I have lived in University Grove since 2020 — approximately six years.

Tell us why you wish to serve on the Community Advisory Committee (CAC).

I have been put forward by the University Grove HOA board as the Grove's recommended representative. The redevelopment of Les Bolstad is one of the most significant decisions Falcon Heights will make in a generation — and having grown up in a small town of 3,500 in Ohio, I know firsthand how decisions like this shape a community for decades. I'd like to help ensure the Grove neighborhood has a clear, consistent voice in that process and that what happens in those meetings gets communicated back to our neighbors in a way that keeps the whole community informed and engaged. I've spent my career in rooms where people with different perspectives had to find common ground, and I've learned that listening and asking good questions is usually more important than talking. I'm committed to the full 18-24 months and take that seriously.

Do you currently serve, or have served recently, on a Commission of Falcon Heights? If so, please list those Commissions and approximate dates of service.

No.

Please list any other prior public service.

Community Emergency Response Training (CERT) — A FEMA program training citizens to prepare for and respond to disasters in their home and neighborhood. Smith College Alumnae Association Nominating Committee, 2025–present — Identifies and recruits volunteers for leadership roles. PBS Digital Media Advisory Council, Chair, 2014–17 — Led the council of member station representatives through its first strategic planning process and was asked to serve an additional year based on the results.

List your work experiences, community involvement, education or other experiences which you could bring to the CAC.

I started my career as a journalist, giving me a foundation in asking questions, synthesizing complex information, and communicating it clearly. I currently serve as Associate Director of Program Management and Outreach for the Big Ten Academic Alliance at the University of Minnesota, where my work centers on stakeholder engagement across diverse partner organizations including universities and municipalities. Prior to this I spent over 20 years in public media at Twin Cities Public Television and KQED, where community engagement was central — through listening sessions, community events, and advisory panels where I both represented an organization and listened to the people we served. I serve as Communications Liaison for the University Grove HOA, have been actively engaged on the Bolstad issue, and have attended most city council meetings and workshops.

Have you served in a leadership role in Falcon Heights Commissions or government, or in other neighborhood or work capacities? If so, please describe those here.

I serve as Communications Liaison for the University Grove HOA, where I am responsible for keeping our neighborhood informed on issues affecting the community. Much of my career has involved leading organizations through significant transitions, which I've found requires the same skills as good community planning: listening carefully, building trust, and keeping people informed along the way. I'm comfortable in rooms where there is disagreement and committed to keeping communication clear throughout.

Can you commit to regular attendance of the monthly CAC meetings for 18-24 months?

Yes

Thank you,
Falcon Heights, MN

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CITY OF FALCON HEIGHTS
APPLICATION FOR
LES BOLSTAD GOLF COURSE REDEVELOPMENT
COMMUNITY ADVISORY COMMITTEE (CAC)

DATE: March 6, 2026

NAME: Emma Bollig

ADDRESS: 1410 Larpenteur Avenue West, Falcon Heights, MN 55113

PHONE:

EMAIL ADDRESS:

1. How long have you been a resident of Falcon Heights?

I have been a resident of Falcon Heights since April 2021. I lived in Minneapolis from 2010 until moving to Falcon Heights. I grew up in Rochester, Minnesota.

2. Tell us why you wish to serve on the Community Advisory Committee (CAC).

I want to serve on the Community Advisory Committee (CAC) to ensure that the future of the 140-acre site reflects the needs and values of Falcon Heights residents and the surrounding community. This is a rare opportunity to thoughtfully shape development that benefits the entire community. I am especially interested in promoting accessible green space, supporting locally owned businesses, and encouraging housing options that are attainable for people at different stages of life, including affordable student living. I value listening to diverse perspectives and approaching decisions with curiosity and respect. I would bring a thoughtful, collaborative mindset to the CAC and aim to ensure decisions are informed by community input and careful consideration of long-term impacts.

3. Do you currently serve, or have served recently, on a Commission of Falcon Heights? If so, please list those Commissions and approximate dates of service.

I have never served on a Commission of Falcon Heights, but I am eager to get involved in our community.

4. Please list any other prior public service.

My career has been rooted in public service. I have worked at both the University of Minnesota (UMN) and Minnesota Department of Health, two organizations dedicated to improving the well-being of our communities. Since 2017, I have volunteered at the Minnesota State Fair in the Eco Experience Building, where I engage with the public about responsible antibiotic use and proper medication disposal to protect environmental health.

5. List your work experiences, community involvement, education or other experiences which you could bring to the CAC.

I hold a BA in Physiology and a Master's in Public Health (Epidemiology) from UMN. I currently work as an Epidemiologist and Program Manager at the UMN College of Veterinary Medicine, where my research focuses on antimicrobial stewardship in companion animals. My role involves managing projects from start to finish, including research ethics approval, study design, database development, data analysis, and manuscript preparation. I collaborate across departments and manage timelines, budgets, and grant funding to sustain our research. A key part of my work is translating complex scientific information for both academic and public audiences. Earlier in my career at the Minnesota Department of Health, I conducted phone interviews with individuals diagnosed with reportable infectious diseases. These experiences strengthened my skills in listening, analyzing information, and making evidence-based

6. Have you served in a leadership role in Falcon Heights Commissions or government, or in other neighborhood or work capacities? If so, please describe those here.

In my role at UMN, I regularly supervise and mentor veterinary and public health students and residents who work on our research projects. I provide training on study protocols, data collection, and data analysis, and I help guide them in understanding how research translates into real-world decision-making. This role requires organization, clear communication, and the ability to support people with different backgrounds and levels of experience. Through this work, I have developed collaborative leadership skills and an appreciation for bringing together diverse perspectives to achieve shared goals.

7. Can you commit to regular attendance of the monthly CAC meetings for 18-24 months?

Yes. I can commit to regular attendance of the monthly CAC meetings for 18-24 months.

Candidates for Falcon Heights positions – We used a standard Introduction to the purpose of the CAC and set of questions that we asked all candidates (attached). In our selection process, we first identified the best candidate to represent each commission. For all candidates, we sought CAC members who had good communication skills, actively listened, would help bring diverse viewpoints, experiences or abilities to the CAC and who articulated a future-forward vision for Falcon Heights. We considered representation of FH neighborhoods/regions and wanted to make sure that the NW quadrant was represented but saw this as secondary to the above attributes. After choosing our top 6, we considered whether candidates might make a good chair based on their leadership experience and organizational skills. We were very impressed with all candidates.

Name	Region	Commission	Comments	Chair
Loud-Heinsch, Naomi	Tatum/Lindig	Parks	Answered questions well and to the point. Parent of school-aged children. Good social interaction and communication skills.	
Keester, Adam	Northeast	Environment	Engineer who knows environmental tech well. Measured and thoughtful. CAP and EAP participant. Chair of the Environment Commission.	
Anderson, Jake	Northeast	Planning	Good depth in answers. Relevant career in communication and building consensus among disparate opinions.	Recommend for chair
Wilson, Colleen	University Grove		Grove HOA candidate. Journalist - Open to ideas, gathers information, synthesizes. Experience in "change management". Service on library boards, PBS, NPR. Humble about areas in which she lacks expertise, expects to be held accountable.	possible chair
Bollig, Emma	Northome		Experience explaining complicated and controversial topics to a broad audience (State Fair presentations). Energetic and analytical.	
McLean, Merrissa	Snelling West	"CEC"	Teacher with extensive school involvement. Kids in Roseville schools. Concerned for needs of future residents. Good listener and educator. Financial planner.	

Representatives of neighboring cities – Introduction to the CAC and much of the questions were similar to those for the Falcon Heights residents. Our goal was to get to know the candidates and how they viewed the development. We were impressed with these representatives of our neighboring communities.

Name	City		Comments
Grape, Jewelie	Roseville		Understands the need for density; wants a connected, walkable development; service in Rotary, will work for win-win in community engagement; concerns for traffic on Roselawn.
Kramer, Geoff	Lauderdale		Open to new ideas and differing viewpoints; will communicate with Lauderdale; background in water resources; service in tutoring and coaching.
Swedenborg, Eliza	SAP		Worked with Transition Town, background in Peace Corps and understands the need to listen with humility; sees the positives in housing affordability; has vision for connectivity; only candidate articulating the connection to historical land use, Native landscapes.

Introduction: The CAC is a position of community engagement by which you will have an important role in guiding the re-development of the Leo Bolstad Golf Course with the end goal of creating a master plan. Over a period of 18-24 months, the CAC will review development plans, assess their impacts and benefits to our community, and as a group, provide feedback to the developer and City of Falcon Heights. CAC members will also have an important role in communicating these plans to their neighbors and gaining feedback. To that end, the City wants to recruit a diverse, talented, and committed group of residents to the CAC and will interview applicants using these questions. All applicants will be asked the same questions and resulting discussion may cover wider topics.

1. Motivation – Why do you want to serve on the CAC?

2. Service - What were the most rewarding service activities you have been involved with in Falcon Heights? If you are more recent resident, feel free to describe other service or community engagement.

3. Skills - What skills or abilities will you bring to the CAC?

4. Thoughtfulness - What do you see as the potential positive and negative impacts of the redevelopment project? What elements or features of the new development would you like to see?

5. What voice or viewpoint do you bring to the discussion of the redevelopment of the golf course?

6. Community - Members of the CAC will need to consider the interests of the entire community, not just their own perspective. How would you approach balancing your personal views with the broader needs of Falcon Heights?

7. Communication - In what ways do you engage and communicate with Falcon Heights residents? (E.g. hosting a block party, mutual aid groups, school groups)

8. Commitment – think ahead to the next 18-24 months - do you see conflicts or periods of time that you would not be able to attend meetings?

9. If Council identified you as a potential chair, would you be willing to serve?

Questions for us?

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2026

No. 26-38

**A RESOLUTION APPOINTING MEMBERS TO THE LES BOLSTAD GOLF COURSE
REDEVELOPMENT COMMUNITY ADVISORY COMMITTEE (CAC)**

WHEREAS, the Les Bolstad Golf Course property, owned by the University of Minnesota, is located adjacent to the City of Falcon Heights and represents a significant redevelopment opportunity affecting land use, infrastructure, environmental systems, housing, and community character; and

WHEREAS, redevelopment of the property will have regional implications for Falcon Heights and neighboring jurisdictions; and

WHEREAS, the Falcon Heights City Council recognizes the importance of structured community engagement and broad stakeholder input in shaping redevelopment outcomes; and

WHEREAS, the Falcon Heights City Council established a Community Advisory Committee (CAC) on February 25, 2026 to serve in an advisory capacity and provide recommendations to the City Council regarding the redevelopment process; and


WHEREAS, the Falcon Heights City Council had made a commitment to compensate commissioners with a \$50 per meeting stipend to increase the equity of service on commissions, and wishes to extend this stipend to those serving on the CAC.

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


1. Makes Appointment of the following nine (9) name(s) to the Falcon Heights Les Bolstad Golf Course Redevelopment Community Advisory Committee (CAC):
 - a. Jake Anderson as the representative from the Planning Commission, to also serve as Chair
 - b. Adam Keester as the representative from the Environment Commission
 - c. Naomi Loud-Heinsch as the representative from the Parks and Recreation Commission
 - d. Merrissa McLean, to serve in an At-Large capacity in place of the representative from the Community Engagement Commission
 - e. Colleen Wilson as representative from The Grove neighborhood, to also serve as Vice Chair
 - f. Emma Bollig as the representative for Falcon Heights At-Large

- g. Geoff Kramer was recommended by Lauderdale City Council for appointment as the representative from Lauderdale
 - h. Jewelie Grape was recommended by Roseville City Council for appointment as the representative from Roseville
 - i. Eliza Swedenborg was recommended by St. Anthony Park Community Council for appointment as the representative from Saint Paul
2. Establishes the pay for the commissioners to be \$50.00 per meeting attended, using the guidelines of the Administrative Manual – City Commissions as the determination for compensation criteria.

Moved by: Wassenberg

Approved by: 
 Randall C. Gustafson
 Mayor

GUSTAFSON 5 In Favor
 MAY
 MIELKE 0 Against
 MOGEN
 WASSENBERG

Attested by: 
 Jack Linehan
 City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	April 22, 2026
Agenda Item	Policy H2
Attachment	Elected Official Out-of-State Travel Policy; Travel Request; Resolution
Submitted By	Jack Linehan, City Administrator

Item	Review of Out-of-State Travel Request of Elected Official
Description	<p><u>Background:</u> In 2005, the Minnesota State Legislature passed a requirement that cities adopt a policy that regulates out-of-state travel by elected officials. The Falcon Heights City Council adopted the attached policy on November 9, 2005. One provision of the statute is that the policy be reviewed annually by the City Council, which was most recently done on January 14, 2026.</p> <p>The Elected Official Out-of-State Travel Policy sets forth conditions under which out-of-state travel will be reimbursed by the City.</p> <p><u>General Guidelines:</u> Must be approved in advance by the City Council, passed by resolution detailing exactly what is being approved and include an estimated cost of the travel. And, it must also NOT be affiliated with political parties. The City may pay in advance for airfare, lodging and registration if specifically approved by the council. Otherwise, payments will be made as reimbursements to the elected official. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations, and guidelines in the City's Travel Policy.</p> <p><u>Request</u> Council Member Mielke is requesting travel reimbursement up-to \$800 to attend the 2026 Strong Towns National Gathering in Fayetteville, Arkansas. Due to timing of the conference and the need to book accommodations, this is being added as an amendment to the April 22nd agenda.</p> <p>The Council must now consider approve the request through resolution per the Elected Official Out-of-State Travel Policy, with the following requests for reimbursement to consider:</p> <p>Council member Mielke would like to apply the estimated \$800 cost to attend LMC Annual Conference (\$425 registration, one-night hotel, parking and mileage) to attending the Strong Towns National Gathering from May 18-20,</p>

	2026 in Fayetteville, Arkansas (\$320 registration, \$600 flight, \$400 hotel). She will personally cover the balance.
Budget Impact	Estimated \$800. Funds for council training and professional development are budgeted in Legislative 112 - Conferences/Trainings/Education at an amount of \$2,500 for 2026.
Attachment(s)	<ul style="list-style-type: none"> • Elected Official Out-of-State Travel policy • Travel Request from Council Member Mielke • Resolution 26-39.
Action(s) Requested	Staff recommends that the Falcon Heights City Council consider the attached request and approve or deny Resolution 26-39.

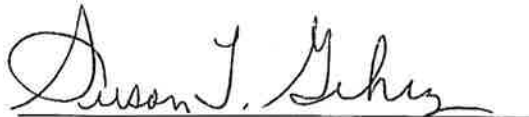
City of Falcon Heights ELECTED OFFICIAL OUT-OF-STATE TRAVEL POLICY


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

General Guidelines:

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

Adopted November 9, 2005


Susan L. Gehrz, Mayor


Heather Worthington, City Administrator

Council member Mielke would like to apply the estimated \$800 cost to attend LMC Annual Conference (\$425 registration, one-night hotel, parking and mileage) to attending the Strong Towns National Gathering in Fayetteville, Arkansas (\$320 registration, \$600 flight, \$400 hotel). She will personally cover the balance.

Sessions interested in attending:

The Power and Responsibility of Place

Explore the role everyday people play in shaping their communities. Because the places we love do not happen by accident. They happen when people recognize both the power they hold and the responsibility they share to shape them.

Actually, Community Is Pretty Easy

Explore the role everyday people play in shaping their communities. Because the places we love do not happen by accident. They happen when people recognize both the power they hold and the responsibility they share to shape them.

Stories, Self-Interest, and Finding Common Ground

Many of us want to build stronger neighborhoods but struggle to connect with people whose experiences, priorities, or perspectives are different from our own. The session will explore how to change their rhythms, locations, or language to meet neighbors where they are - and why that effort is worth it.

Focus on Shifting Mindsets About Quick Builds in the City

Quick builds enable the rapid deployment of traffic calming features, protected bike lanes, and intersection safety improvements, allowing the city to evaluate their effectiveness before committing to permanent construction.

Breaking Down Barriers: How to Make Your City Small Business Ready

Join us to learn how to rectify common regulatory barriers that block the small businesses that make neighborhoods vibrant and resilient. Drawing from national research from the Institute for Justice's Cities Work initiative and pulling from entrepreneur insights, you will learn strategic reforms to make your town more small business friendly.

Strong Town Cohorts Presentation

A series of brief presentations about a challenge cohorts are facing in their community and their plan to use the four-step process to address it.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2026

No. 26-39

**A RESOLUTION AUTHORIZING OUT-OF-STATE TRAVEL FOR COUNCIL MEMBER
MIELKE**

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

WHEREAS, a provision of the statute is that the policy must be reviewed annually by the City Council and was most recently done on January 14, 2026;

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

WHEREAS, Council Member Mielke is requesting reimbursement totaling up-to \$800 for the following fees associated with attending the Strong Towns National Gathering in Fayetteville, Arkansas from May 18- May 20, 2026:

- Conference Registration fees of \$320
- Hotel stay in the amount of \$400
- Travel Reimbursement of balance remaining up to \$800 total reimbursement. Council Member Mielke will pay any other balances.


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

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

Moved by:

Wassenberg

Approved by:


Randall Gustafson
Mayor

GUSTAFSON

5

In Favor

MAY

MOGEN

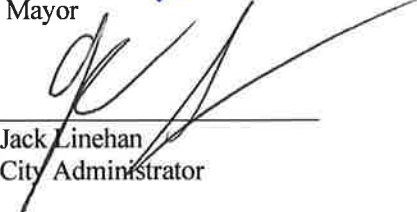
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Against

MIELKE

WASSENBERG

Attested by:


Jack Linehan
City Administrator