

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

AGENDA - AMENDED
June 10, 2026 at 7:00 P.M.

- A. CALL TO ORDER: 7:01 p.m.
- B. ROLL CALL: GUSTAFSON X MAY X MOGEN X
MIELKE EA WASSEBERG X
excused absence
- STAFF PRESENT: LINEHAN
- C. APPROVAL OF AGENDA *Gustafson 4-0*
- D. PRESENTATION
- E. APPROVAL OF MINUTES: *my 4-0*
1. May 27, 2026 City Council Special Workshop Meeting Minutes
2. May 27, 2026 City Council Workshop Meeting Minutes
3. May 27, 2026 City Council Meeting Minutes
- F. PUBLIC HEARINGS:
1. **Approval of Ordinance 26-05 Amending Chapters 30 and 46 of the Falcon Heights City Code Concerning Parking Regulations and Issuing Administrative Citations for Non-Moving Parking Violations** *7:02 4-0*
- G. CONSENT AGENDA:
1. General Disbursements through 6/4/26: \$239,255.64
Payroll through 6/4/26: \$25,190.44
Wire Payments through 6/5/26: \$ 16,461.23 *Gustafson 4-0*
2. Approval of Ordinance 26-056 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions
3. ~~Approval of Ordinance 26-06 Amending Chapters 30 and 46 of the Falcon Heights City Code Concerning Parking Regulations and Issuing Administrative Citations for Non-Moving Parking Violations~~
4. Approval of Resolution 26-50 Accepting a Donation from AARP Tax-Aide
5. Approval of Resolution 26-51 Authorizing Metropolitan Council Livable Communities Act Grant Agreement for Fairway Commons
6. Approval of Pay Voucher #3 to New Look Contracting, Inc. for the Community Park Improvement Project
- H. POLICY ITEMS:
1. Proposed T2 Systems Agreement for Administrative Citation Hardware, Subscriptions and Services Using State Purchasing Agreement *Wassenberg 4-0*

2. Accept Proposal from Bolton & Menk for Interim Planning Consultant Services and Authorize City Administrator to Negotiate a Contract *Moyn*

I: INFORMATION / ANNOUNCEMENTS:

J: COMMUNITY FORUM:

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

K: ADJOURNMENT: *May 8:07 PM*

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

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CITY OF FALCON HEIGHTS
City Council Special Workshop
City Hall - Flex Meeting Area (**Not Televised**)
2077 West Larpenteur Avenue

MINUTES 27
Wednesday, May 13, 2026
5:30 P.M.

- A. CALL TO ORDER: 5:30 P.M.

- B. ROLL CALL: GUSTAFSON X MAY X
 MIELKE X MOGEN X WASSENBERG

 STAFF PRESENT: LINEHAN X CALLAHAN X

- C. POLICY ITEMS:
 - 1. Open House Meeting with Alley Plowing Organizers

The City mailed letters to the thirteen alley plowing organizers from the city's residential alleyways to invite them to this special workshop and provided an opportunity for written comment. The City received three written comments, which were included in the packet. There were approximately 12 plowing organizers in attendance, with a few alleyways being represented by multiple members of a household.

City Administrator Linehan walked through the steps taken to date, and explained that this was an opportunity for the City to hear from the organizers on their experiences with running alleyway plowing services for their neighborhood.

Attendees were asked to share information about their experience collecting dues for plowing services. Some reported difficulty reaching 50% participation, while others reported near full compliance.

The majority of attendees felt that service was good by the current plow services, but did acknowledge that the City could likely be out more frequently in between triggering snowfall events and that they would be able to coordinate better with the street plowing that creates snow windrows.

Public Works Director Callahan explained the process public works takes for response to a snow storm, and emphasized a departmental culture that when one task is completed, workers join each other to help each other's plowing responsibilities so that all can end at the same time.

Attendees showed strong support for the city to take over alley plowing, so an amendment to the administrative manual policy will be brought forward for adoption during the June 22 Regular City Council Meeting.

D. ADJOURNMENT: 6:05 P.M.

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


Randall C. Gustafson, Mayor

Dated this 10th day of June, 2026


Jack Linehan, City Administrator

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

MINUTES
Wednesday, May 27, 2026
6:00 P.M.

- A. CALL TO ORDER: 6:12 P.M.
- B. ROLL CALL: GUSTAFSON__X__ MAY__X__
 MIELKE__X__ MOGEN__X__ WASSENBERG__
- STAFF PRESENT: LINEHAN__X__ CALLAHAN__X__
- C. POLICY ITEMS:
 1. City Alley Plowing Discussion / Proposal (6:00 P.M.)

Linehan summarized the preceding special, informal workshop, held with alley plowing organizers from the city's residential alleyways. Of the 13 relevant alleyways (one being commercial), 9-10 organizers attended in-person, and 2 submitted written comments, showing strong community representation. He explained that the proposal to have the city take over alley plowing would be formalized through an administrative manual policy – distinct from city code – and that if the Council provided direction to proceed, formal policy language would be brought forward for adoption.

Mogen raised a broader concern about mobility and accessibility, noting the city's recent progress in plowing Larpenteur and clearing bus stops. He expressed concern that adding alley plowing to public works' responsibilities could push sidewalk maintenance lower in the operational priority order. He emphasized that any new program must not result in worse sidewalk conditions for pedestrians, wheelchair users, and others with mobility needs.

Public Works Director Callahan responded that streets and alleys would be addressed concurrently, not sequentially, and that the city's part-time contractor handles sidewalks as a separate assignment. He noted the county continually wings snow back, which deposits along Larpenteur, and that it remains a persistent challenge outside the city's control.

Mogen asked if it makes sense for the city to include maintenance of the sidewalk in front of Falcon Crossing rather than relying on the business owner(s).

May expressed strong support for city-led alley plowing. She described problems with the current private contractor model – irregular timing, large snow berms at alley entrances that force residents to "gun it" over accumulated snow or risk getting stuck – and stated that the city would do a significantly better job.

Callahan committed to upholding the same standard applied to city streets.

Discussion turned to operational logistics.

Callahan noted that while plowing the length of an alley takes approximately five minutes, clearing the entrances on both ends is the more time-consuming element due to backing up and feathering out snow. He estimated the city could expect approximately one to two additional hours of plowing time per snowfall event, and indicated that route assignments among the crew would be adjusted so that all operators finish at roughly the same time.

Regarding Lauderdale, Callahan clarified that one operator typically handles University Grove and then moves to Lauderdale – where Lauderdale's own public works crew manages all alley plowing – and that the Falcon Heights portion is handled internally and concurrently.

Mielke noted that tracking hours and fuel costs for alley operations would be useful.

Linehan acknowledged this would be difficult to break out precisely, but that a general estimate could be obtained.

Callahan mentioned that vehicle-installed software could potentially assist with more detailed tracking in the future.

The Council discussed how to handle private property encroachments into city easements within alleyways, including gardens and landscaping.

Callahan suggested that residents be expected to mark their own property in the easement rather than the city bearing that full burden.

Linehan proposed a complementary approach: public works staff would flag problematic obstructions in the fall, and code enforcement letters would be sent to affected property owners.

The Council agreed that providing stakes for residents for pickup, combined with proactive outreach, would be a reasonable approach.

Linehan also noted that the current administrative manual language places sidewalks below alleys and the City Hall parking lot in the priority order, and flagged this for the Council's awareness, even though operations are largely concurrent in practice.

Mogen indicated he was comfortable proceeding with the current structure but would revisit priority ordering after the first operational winter if access issues emerged.

The Council reached consensus to advance the formal policy language to the June 22 regular meeting for action.

2. Parkland Dedication Ordinance (6:25 P.M.)

Linehan presented a revised version of the Parkland Dedication Ordinance, noting that the primary change since the last Council meeting was the addition of clarifying language in section C to specify that any privately owned open space referenced in the ordinance must be "for

public park and recreation purposes." This addition addressed concerns raised at the prior meeting. He also confirmed that any parkland dedicated under this ordinance would be for the city's benefit only – not transferred to Ramsey County or any other entity – and that all decisions remain at Council's discretion.

Mielke and Gustafson indicated the revised language was clearer and more satisfactory.

May acknowledged that the clarification addressed her previous concern, but raised a new question about the relationship between HOAs and subdivisions within the ordinance's framework.

Mogen reasoned that there wouldn't be another entity to take on a park without an HOA.

May noted that HOA-maintained open space, while legally public via easement, could still present equity and accessibility challenges – particularly if higher-income HOA members are effectively funding the maintenance of spaces used by lower-income residents of the same development. She emphasized that as the city moves forward with development, it should be vigilant about not building in structures that reduce equity or limit accessibility.

Linehan explained that a public easement provides legal protection against discriminatory exclusion, and that the Council would retain discretion to require full city ownership and maintenance of any trails or open space rather than accepting a public-private arrangement. He acknowledged that many of those finer decisions would fall to future councils as development specifics materialize.

The Council reached consensus to place the Parkland Dedication Ordinance on the June 10 regular meeting agenda for formal action.

3. Goff Public Proposal (6:35 P.M.)

Linehan introduced a proposal to engage Goff Public, a communications firm with which the city has an established relationship, to assist with a proactive media and communications strategy in anticipation of the expected public and press attention surrounding the potential sale of the golf course. The proposed engagement would be billed at an hourly rate of \$235, not to exceed \$10,000, with any expenditure beyond that amount requiring Council approval.

Linehan made a distinction between this engagement and the public engagement work being performed by Bolton & Menk. Whereas Bolton & Menk handles public-facing engagement tools such as open houses, mapping, and community feedback collection, Goff Public's role would focus on crafting written messaging and coordinating with media – areas that city staff do not perform as a core function.

Linehan then cited lessons from the pay-by-mobile parking rollout, where a reactive communications posture led to a less favorable media experience, and contrasted it with the police-related communications effort, which benefited from a more proactive approach in partnership with Goff Public.

Mielke expressed some reservations about the quality of Goff Public's prior work, particularly with respect to earlier press releases on the parking program, and suggested that a competitive quote process might be appropriate.

Mogen shared that they do have experience with developments, and Ramsey County utilizes them quite a bit.

Linehan indicated he was open to obtaining additional quotes for comparison before bringing a final recommendation to Council. The Council agreed that the item should return to the June 10 meeting, at which point Linehan would present quotes and qualifications as appropriate.

4. Commercial Lot License

Due to time constraints, the Commercial Lot License item was deferred to the June 10 workshop meeting for discussion, with a potential vote to follow during the regular meeting. Linehan noted that this item applies to a limited number of businesses and that staff would work proactively with those businesses to communicate the upcoming change in advance of any formal action.

D. ADJOURNMENT: 6:59 p.m.

Mogen motions to adjourn the workshop meeting; Approved 4-0

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Dated this 10th day of June, 2026



Jack Linehan, City Administrator



Randall C. Gustafson, Mayor

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

MINUTES
May 27, 2026 at 7:00 P.M.

- A. CALL TO ORDER: 7:01 P.M.
- B. ROLL CALL: GUSTAFSON X MAY X MOGEN X
MIELKE X WASSENBERG
- STAFF PRESENT: LINEHAN X

C. APPROVAL OF AGENDA

Council Member Mogen motions to approve the agenda;
Approved 4-0

D. PRESENTATION

1. 2026 Neal Kwong Award Recipient

Mayor Gustafson introduced Gary Kwong and Chris Kwong, who were present with family, to present the 2026 Neal Kwong Youth Citizenship Award to Katherine Fisher. The award was established following the tragic death of Neal Kwong, who passed away at the age of 15, and recognizes Falcon Heights youth between the ages of 12 and 19 who display outstanding leadership, volunteerism, or citizenship in the community.

Gary Kwong spoke to the spirit of the award, emphasizing that volunteerism is its foundation and noting that no cash prize is given, as doing so would undermine the message of service. He reflected on the importance of community involvement and how understanding it changes across generations. He noted that the award is intended for youth who live in Falcon Heights and choose to serve, whether within the city or more broadly.

The award recipient, Katherine Fisher, addressed the Council and described her primary volunteer work at Norway House, a cultural institution in Minneapolis. She explained that her involvement is driven in part by her Norwegian heritage and her desire to connect with and share her culture with others.

Council Member Mogen took a moment to note that Neal Kwong had been an Eagle Scout, and to share that his own son had earned his Eagle Scout on May 14th. He encouraged families of youth who earn their Eagle Scout, Gold Star, or similar distinctions to contact him so that recognition could be arranged at a future Council meeting.

Council Member Mielke added that she, too, found the occasion personally meaningful, as her son had previously received the Neal Kwong Award.

Gustafson motions to award the 2026 Neal Kwong Award
to Katherine Fisher and approve Resolution 26-45;

Approved 4-0

E. APPROVAL OF MINUTES:

1. May 13, 2026 City Council Workshop Meeting Minutes
2. May 13, 2026 City Council Meeting Minutes
- 3.

Mielke motions to approve the minutes;

Approved 4-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 5/21/26: \$35,739.66
Payroll through 5/21/26: \$24,821.63
Wire Payments through 5/21/26: \$18,331.95
2. City Licensing
3. Approval of Resolution 26-46 Accepting the Resignation of Eric Brenton from the Parks and Recreation Commission
4. Approval of Resolution 26-47 Appointing Kathryn Merriam to the Parks and Recreation Commission
5. Consideration of Ordinance 26-04 Assigning a Street Address for PID 212923110029
6. Approval of Resolution 26-48 Identifying the Need for Funding to Complete the 2050 Comprehensive Plan Update and Authorizing an Application for Planning Assistance Grant Funds
7. Approval of Resolution 26-49 Exercising the City's Authority to Opt-In to, and Support, the Ramsey County Economic Development Agency ("EDA")

Before approval of the consent agenda, Mielke asked for clarification on Item 2, the City Licensing item appearing on page 29 of the packet.

City Administrator Linehan explained that the license was for ecoATM, a kiosk to be located within Speedway that allows residents to recycle old electronics such as phones. He noted that the business required its own local license due to the structure of its operation.

May then inquired how the kiosk functions.

While Linehan cannot speak to the specifics on how the kiosk operates, he confirmed that all necessary documents had been received and the applicant was otherwise compliant.

No items were pulled from the consent agenda.

Gustafson motions to approve the consent agenda;

Approved 4-0

H. POLICY ITEMS:

No policy items were presented.

I: INFORMATION / ANNOUNCEMENTS:

May shared that the Environment Commission is currently recruiting gardens for the July 18th Lawn and Garden Tour, encouraging residents with home or vegetable gardens to sign up. The Commission is also focused on identifying more immediate goals within the climate action plan and on distributing trees across the city to address heat islands in areas of low tree cover. May also reported attending the first meeting of the Community Advisory Committee as an observer, noting it was off to a strong start. She additionally reminded residents of the Candlelight Vigil at the Peace Garden on July 6th and the Unity Day gathering at City Hall on July 7th.

Mielke reported that the Community Engagement Commission helped plan the Spring Together event held May 16th at Curtis Field, which was well-attended. She noted that NineNorth's board met the previous week, and that the deadline for achieving ADA-compliant websites and social media has been extended to 2028. Closed captioning for live meetings remains a work in progress, as the necessary software has not yet been identified. She also announced the Falcon Heights Neighbors Night at the Goldstein Museum of Design on the University of Minnesota's St. Paul campus will be held on June 18th from 5:00 to 6:30 PM. The event is aimed at strengthening community ties with the campus.

Mogen noted that the Planning Commission canceled its meeting scheduled for the following Tuesday due to no agenda items.

Gustafson reported that the Parks and Recreation Commission would be conducting individual park audits instead of holding its June meeting and also noted that a vacancy exists on the Commission. He highlighted a recent improvement at Community Park in which public works staff lowered fences to prevent tennis balls from escaping. He also reminded residents of the Ice Cream Social on July 16th.

Linehan provided an update on Community Park construction, noting the project is on schedule. Concrete curbing had been poured in recent days, with the pouring of the parking lot asphalt anticipated later in the week. He encouraged residents to visit the site to see the project taking shape. He noted that the Community Advisory Committee's next meeting would be June 17th, and that the Council and residents would be invited to tour the Highland Bridge development project in Saint Paul — the former Ford plant site — to gain perspective relevant to the city's own planning efforts. Finally, Linehan announced that the city's new website would launch within the following week, with a transition to a new web address of falconheightsmn.gov, in compliance with new state election agency requirements for a dot-gov domain.

J: COMMUNITY FORUM:

No members of the public came forward. The Community Forum was closed.

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: 7:23 P.M.

Mielke motions to adjourn the meeting;

Approved 4-0

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

Dated this 10th day of June, 2026



Jack Linchan, City Administrator



Randall C. Gustafson, Mayor

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REQUEST FOR ACTION

Meeting Date	June 10, 2026
Agenda Item	Public Hearing F1
Attachment	See below
Submitted By	Jack Linehan, City Administrator

Item	Public Hearing for the Consideration of Approval of Ordinance 26-05 Authorizing Administrative Citations for Parking Violations
Description	<p>State Fair Task Force 2.0 met throughout 2024 and 2025 to continue the work of the original State Fair Task Force, which focused on improving quality of life conditions for residents during the Minnesota State Fair while balancing neighborhood access, parking management, traffic circulation, and public safety needs. As part of the 2025 State Fair operations, the City implemented a pay-by-mobile parking program that generated approximately \$49,000 in net program surplus revenue in 2025.</p> <p>During its final recommendations to the City Council on January 28, 2026, State Fair Task Force 2.0 recommended that the City evaluate the use of administrative citations for non-moving parking violations associated with the City’s parking management program. The Task Force specifically recommended evaluating a civil administrative enforcement model that would allow parking violations to be handled outside of the criminal misdemeanor process, while still preserving due process and appeal rights for individuals receiving citations.</p> <p>Under the City’s current enforcement structure, parking violations are generally processed through the criminal petty misdemeanor system. Fees are \$50 for most of the year, and double to \$100 for August 15th – September 15th, although the courts do not always correctly assess these costs.</p> <p>Administrative citation programs are increasingly utilized by Minnesota cities as an alternative enforcement tool for non-moving violations because they provide a more streamlined, efficient, and cost-effective process for addressing routine parking and code enforcement matters. Administrative citations are civil penalties rather than criminal charges and are intended to provide compliance-focused enforcement while reducing administrative burdens on law enforcement agencies and the court system.</p> <p>The draft ordinance attached for Council discussion would establish a formal administrative citation process within Chapter 30 of the Falcon Heights City Code. The proposed ordinance would authorize the City to issue</p>

	<p>administrative citations for violations of Chapter 46, Article II related to parking regulations and non-moving parking violations.</p> <p>Key components of the proposed ordinance include:</p> <ul style="list-style-type: none"> • Establishment of administrative citations as a civil enforcement mechanism for non-moving parking violations; • Authorization for citations to be issued either directly to an individual or attached to a vehicle parked in violation of City Code; • Creation of an administrative hearing process allowing individuals to appeal citations before an independent Hearing Examiner; • Requirements for written notice, hearing procedures, timelines, and findings to ensure due process protections; • Authority for the City Council to establish administrative penalty amounts and late fees through the City fee schedule; • Clarification that administrative penalties would function as civil penalties and would not constitute criminal misdemeanor charges unless separate enforcement action is pursued; • Authorization for the City to continue utilizing other enforcement remedies when necessary. <p>The draft ordinance also establishes procedures regarding hearing requests, payment deadlines, hearing examiner authority, and judicial review rights. Under the proposed program, individuals receiving citations would have 14 business days to either pay the citation or request an administrative hearing. Failure to respond within the required timeframe would constitute a waiver of hearing rights and admission of the violation.</p> <p>The drafted ordinance was published in the Pioneer Press and has been available online.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ordinance 26-05
Action(s) Requested	<p>Council should hold a public hearing on Ordinance 26-05 Administrative Citations. Following the public hearing, staff requests:</p> <p>“Motion to approved Ordinance 26-05 Authorizing Administrative Citations for Parking Violations, and authorizing staff to draft and publish Summary Ordinance 26-05”</p>

ORDINANCE NO. 26-05

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

**AN ORDINANCE AMENDING CHAPTER 30 OF THE FALCON HEIGHTS CITY
CODE CONCERNING ADMINISTRATIVE CITATIONS**

Section 1. Chapter 30, Article III of the Falcon Heights City Code is amended in its entirety to read as follows:

ARTICLE III - ADMINISTRATIVE CITATIONS

Sec. 30-44 – Purpose

(a) The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in city code violations, including, but not limited to, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address city code violations.

(b) In order to provide more flexibility in addressing city code violations on an individualized basis that will be more efficient and effective, the City Council finds that an alternative enforcement process is necessary. Therefore, to protect the health, safety and welfare of the citizens of the city, it is the City Council's intent to create a process for the use and imposition of administrative civil penalties that will provide the public and the city with a more effective alternative method for addressing city code violations.

Sec. 30-45- Definitions As used in this Article, the following terms shall have the respective meanings ascribed to them:

Administrative Citation or Administrative Penalty: A civil fine that is issued in response to a violation of this Code.

Administrative Hearing: A scheduled opportunity for parties to present testimony and question witnesses related to a specific Administrative Citation or appeal.

Sec. 30-46 – Administrative Citations

(a) The administrative procedures and penalties in this Article may, in the discretion of the City, be used for the provisions of Chapter 46, Article II of this Code,

(b) Except as expressly provided in this section, the provisions of this section may be used concurrently with or in addition to any other procedure or remedy, criminal or civil, the City may pursue under the Code, State law, or Federal law. Nothing herein restricts the right of the City to enter property immediately or to seek other remedies in emergency or other situations as authorized by the Code, State law, or Federal law. Where differences occur between provisions of this Article and other applicable Code sections, this Article controls to the extent of such differences. No provision of the Code that provides a criminal procedure or penalty, or an administrative or civil procedure or penalty, for a violation of the Code will preclude the application of this section in its entirety to such violation.

(c) The penalties and procedures provided by this Article will apply to any amendment of the Code, whether or not such penalty is reenacted in the amendment, unless otherwise provided in such amendment.

(d) Enforcement and Administrative Citation Issuance

- (1) A citation issued under Chapter 46, Article II may be issued in person to the alleged violator or attached to the motor vehicle parked in violation of this code. The citation must state the date, time, and nature of the offense, the name of the issuing officer, the amount of the scheduled fine, and the manner for paying the fine or appealing the citation.
- (2) The failure to pay an Administrative Citation within 14 business days after the citation is issued, or failure to attend a scheduled Administrative Hearing, constitutes a waiver of the violator's right to a future Administrative Hearing and is an admission of the violation.

(e) Administrative Hearings

- (1) Request for Hearing. Anyone receiving an administrative citation under this Article may either pay the Administrative Penalty, or petition the City for an Administrative Hearing.
- (2) All such petitions must identify with specificity the basis for the objection to the Administrative Citation and the interpretation of the Code, as well as summarizing any evidence the petitioner intends to present. Such requests must be filed in writing to the City Administrator, or their designee, within 14 business days after the date the Administrative Citation is issued.

(f) Hearing Procedure. Any person issued an Administrative Citation within the City may petition the City, in writing, for an Administrative Hearing before a Hearing Examiner.

- (1) The City will confirm the petitioner's request of an Administrative Hearing and include information regarding payment of the Administrative Hearing Fee as set forth in the Article and the Schedule of Fees. This fee will be refunded if the Administrative Citation is dismissed, but not if it is affirmed or modified.

- (2) Administrative Penalties and Fees. The Council may adopt by ordinance a schedule of penalties and fees for violations of the Code and the enforcement of this Article.
 - (a) Unless expressly provided otherwise in the Code, each day a violation exists constitutes a separate administrative offense.
 - (b) When an Administrative Citation is issued and served as described in this Article, the party receiving service has up to 14 business days to pay the Administrative Citation fee as outlined in the City's schedule of fees. If payment is not received, or an Administrative Hearing is not requested within 14 business days of the citation being issued, a late fee will be incurred. The Administrative Penalty Late Fee is outlined in the City's schedule of fees adopted by ordinance.
- (3) Payment Process.
 - (a) A party who has received an Administrative Citation must, within 14 business days of the date that the Administrative Citation is issued, pay the amount of any Administrative Penalty set forth therein, unless that party has requested an Administrative Hearing as authorized by this section. If the Administrative Citation penalty is upheld in full or in part by the Hearing Examiner, the petitioner must make payment to the City within 14 business days of the date of issuance of the Hearing Examiner's decision, unless another term is prescribed therein.
 - (b) Any Administrative Penalty may be paid in person at City Hall, by mail or by other method set forth by the City.
 - (c) Payment of any Administrative Penalty will be deemed a final admission of the violation, and thereafter the City may not bring a criminal charge for the same violation. Ongoing or continuing violations will constitute a new violation for each day that it is occurring.
 - (c) Payment of an Administrative Penalty will not excuse the failure to satisfy compliance orders referenced in the Administrative Citation and such payment will not bar further enforcement activity by the City for a continuing violation, including without limitation, the issuance of additional Administrative Citations.
- (4) Disposition of Penalties. All penalties collected pursuant to this Article must be paid to the City and deposited in the appropriate fund and with the appropriate parties.
- (5) Maximum Penalty. Each day a violation exists is a separate offense. The maximum amount of an Administrative Penalty charged for a single offense, as determined by the City, may not exceed twice the maximum fine authorized by State law for misdemeanor offenses, or the maximum fine authorized by State law for an administrative process.

Sec. 30-47 Administrative Hearings

(a) Hearing Examiner. The position of Hearing Examiner is hereby created. The City Administrator, or their designee, may, at their discretion, contract with third parties for the furnishing of all services of the Hearing Examiner as contained in this section and set the rate of compensation therefor.

(b) Qualifications. The Hearing Examiner will be an individual trained in law; however, it will not be required that the Hearing Examiner be currently licensed to practice law in the State of Minnesota.

(c) Duties. The Hearing Examiner will have the following duties:

- (1) Schedule hearing dates and hear all appeals;
- (2) Take testimony from all interested parties;
- (3) Examine all facts, evidence and testimony presented at the hearing;
- (4) Make a complete record of all proceedings including findings of fact and conclusions of law; and
- (5) Affirm, dismiss, or modify the Administrative Citation and/or the Administrative Penalty assessed or in the case of an appeal of a City decision, order such action as may be deemed appropriate.

(d) Hearing Procedure.

- (1) All Administrative Hearings will take place at the Falcon Heights City between 8:00 a.m. and 8:00 p.m. Monday through Friday. The Hearing Examiner may schedule an alternative date and time upon the written consent of all parties subject to the Administrative Hearing.
- (2) The Hearing Examiner must provide all parties involved with a written Notice of Hearing at least five business days prior to the Administrative Hearing.
- (3) All Administrative Hearings will be recorded with an audio recording device. A transcript of the Administrative Hearing will be transcribed and retained pursuant to the Minnesota Government Data Practices Act.
- (4) The Hearing Examiner will take testimony from the petitioner and any corroborating witnesses who wish to testify. The Hearing Examiner will then take testimony from the City. Both the petitioner and the City may appear with legal counsel.
- (5) The Rules of Evidence do not apply. The Hearing Examiner will determine the admissibility of any evidence or testimony.

- (6) The Hearing Examiner will render a written decision to affirm, dismiss, reduce or waive the penalty. Within 14 business days after the Administrative Hearing, the Hearing Examiner must provide written findings of fact, conclusions of law and if applicable, issue a timeline to pay any applicable penalties and fees. The decision of the Hearing Examiner will be final unless otherwise stated in an applicable section of the Code.
 - (7) Judicial review. If authorized by law, an aggrieved party may obtain judicial review of a final decision of the Hearing Examiner in a court of competent jurisdiction within the time limit prescribed by law.
- (e) Failure to Appear. The failure to attend the Administrative Hearing constitutes a waiver of the petitioner's rights to an Administrative Hearing and an admission of the violation or dismissal of the appeal, whichever may be applicable. The Hearing Examiner may waive this result upon good cause shown. "Good cause" may be determined by the Hearing Examiner and may include: death in the immediate family or documented incapacitating illness of the petitioner, a court order requiring the petitioner to appear for another hearing at the same time, or lack of proper service of the administration citation or notice of the Administrative Citation or Notice of Hearing.
- (f) Failure to Pay Is Separate Violation. The following are separate violations of the Code, punishable as misdemeanors in accordance with State law:
- (1) Unless a notice of appeal has been timely filed, failure to pay the Administrative Penalty within the time required after issuance of an Administrative Citation.
 - (2) Failure to pay the Administrative Penalty or fine imposed by a Hearing Examiner within 30 days after it was imposed, or such other time as may be established by the Hearing Examiner, unless judicial review has been sought for the matter in accordance with State law.

Section 2. 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

CITY OF FALCON HEIGHTS, MINNESOTA

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, that the Falcon Heights City Council will meet on June 10, 2026 at approximately 7:00 p.m. at Falcon Heights City Hall, 2077 Larpenteur Avenue West, Falcon Heights, Minnesota 55113, to hear from the public on a proposed ordinance to allow for administrative citations for non-moving parking violations associated with the City's parking management program so that administrative citations are handled outside of the criminal misdemeanor process. A copy of the proposed ordinance and the proposal are available at City Hall or online at www.falconheights.org.

All persons who desire to speak on this issue are encouraged to attend and will be given an opportunity to be heard at this meeting. Additional information can be obtained by contacting the City of Falcon Heights at (651) 792-7600 or online at www.falconheights.org.

Dated: May 26, 2026

Jack Linehan, City Administrator/Clerk
City of Falcon Heights, Minnesota

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PACKET: 03569 June 4 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P. O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05976 ABDO LLP						
I-524844		May Payroll	1,400.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		May Payroll		101 4113-80330-000	FINANCIAL CONSULTANT	1,400.00
=== VENDOR TOTALS ===			1,400.00			
01-00224 ALL TEST & INSPECTION INC						
I-AL26-14659		Annual Automotive Lift Inspec	292.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Annual Automotive Lift Inspec		101 4131-87010-000	CITY HALL MAINTENANCE	292.00
=== VENDOR TOTALS ===			292.00			
01-00028 ALLSTREAM						
I-22442200		Emergency Landline 5/23-6/22	211.78			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Emergency Landline 5/23-6/22		101 4116-85010-000	TELEPHONE	211.78
=== VENDOR TOTALS ===			211.78			
01-00255 AMERICAN OFFICE PRODUCTS						
I-7510		Business Cards	307.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Business Cards		101 4112-70100-000	SUPPLIES	307.00
=== VENDOR TOTALS ===			307.00			
01-00284 AWARDS BY HAMMOND						
I-21859		Name Plate for Award	22.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Name Plate for Award		101 4131-70110-000	SUPPLIES	22.00
=== VENDOR TOTALS ===			22.00			
01-00869 BENEFIT EXTRAS, INC						
I-1651663		Flex Admin Fee 2nd Qtr	120.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Flex Admin Fee 2nd Qtr		101 4112-89000-000	MISCELLANEOUS	120.00
=== VENDOR TOTALS ===			120.00			

PACKET: 03569 June 4 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P. O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-03123 CINTAS CORPORATION						
I-4271285898		Floor Mats Svc 6/3	122.19			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Floor Mats Svc 6/3		101 4131-87010-000	CITY HALL MAINTENANCE	122.19
=== VENDOR TOTALS ===			122.19			
01-07228 CITY OF ST ANTHONY						
I-4720		May Police Services	146,418.51			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		May Police Services		101 4122-81000-000	POLICE SERVICES	146,418.51
=== VENDOR TOTALS ===			146,418.51			
01-05171 FRA DOR INC						
I-2605045		Concrete Disposal	60.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Concrete Disposal		101 4132-87010-000	BOULEVARD MAINTENANCE	60.00
=== VENDOR TOTALS ===			60.00			
01-05115 GOPHER STATE ONE CALL						
I-6050394		Locates May	117.45			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Locates May		601 4601-88030-000	LOCATES	117.45
=== VENDOR TOTALS ===			117.45			
01-06037 GURSTEL LAW FIRM P.C.						
I-62-CV-25-4004 02		Levy on Earnings - Rounding	0.02			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Levy on Earnings - Rounding		601 21715-000	LEVY PAYABLE	0.02
=== VENDOR TOTALS ===			0.02			
01-05153 HOME DEPOT CREDIT SERVICES						
I-202606049423		Supplies	415.20			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Sign Post Supplies		101 4132-75100-000	STREET SIGNS	118.26
		Parks Maintenance Supplies		101 4141-87120-000	FACILITIES & GROUND MAIN	202.32
		Storm Sewer Repair Supplies		602 4602-70200-000	SUPPLIES	5.75
		Storm Sewer Repair Supplies		602 4602-70200-000	SUPPLIES	59.87
		Finance Fee		101 4113-89000-000	MISCELLANEOUS	29.00
=== VENDOR TOTALS ===			415.20			

PACKET: 03569 June 4 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05058 JOSH JORDAN							
I-202606049420		Tae Kwon Do Instructor 6/18		748.80			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: Y		
		Tae Kwon Do Instructor 6/18			201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	748.80
=== VENDOR TOTALS ===				748.80			
01-05886 KELLY & LEMMONS P.A.							
I-67836		May Prosecutions		2,500.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: Y		
		May Prosecutions			101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===				2,500.00			
01-05993 KERN LANDSCAPE RESOURCES							
I-5908164		Brush Disposal		105.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Brush Disposal			101 4134-84010-000	TREE TRIMMING	105.00
I-5908558		Brush Disposal		52.50			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Brush Disposal			101 4134-84010-000	TREE TRIMMING	52.50
I-5908568		Brush Disposal		52.50			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Brush Disposal			101 4134-84010-000	TREE TRIMMING	52.50
I-5908573		Brush Disposal		52.50			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Brush Disposal			101 4134-84010-000	TREE TRIMMING	52.50
I-5908615		Brush Disposal		52.50			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Brush Disposal			101 4134-84010-000	TREE TRIMMING	52.50
I-5908617		Brush Disposal		52.50			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Brush Disposal			101 4134-84010-000	TREE TRIMMING	52.50
=== VENDOR TOTALS ===				367.50			

PACKET: 03569 June 4 Payables
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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05440 LOFFLER COMPANIES, INC						
I-5361981		Copier Charge May	165.97			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Copier Charge May		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	165.97
=== VENDOR TOTALS ===			165.97			
01-05792 MAINSTREET DESIGNS						
I-39627		3 Replacement Banners	340.76			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		3 Replacement Banners		419 4419-92500-000	LARPENTEUR STREET LIGHTS	340.76
=== VENDOR TOTALS ===			340.76			
01-05582 MENARDS						
I-202606049421		Supplies	540.44			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Planter Box Repair Supplies		403 4403-89000-000	MISCELLANEOUS	121.10
		Public Works Tools		101 4131-70110-000	SUPPLIES	6.83
		Community Garden Supplies		203 4203-70100-000	SUPPLIES	167.62
		Community Garden Supplies		203 4203-70100-000	SUPPLIES	6.57
		Park Maintenance Supplies		101 4141-70100-000	SUPPLIES	29.99
		Park Bench Supplies		101 4141-87120-000	FACILITIES & GROUND MAIN	64.72
		Park Bench Supplies		101 4141-87120-000	FACILITIES & GROUND MAIN	139.12
		Public Works Supplies		101 4131-70110-000	SUPPLIES	4.49
=== VENDOR TOTALS ===			540.44			
01-05665 METROPOLITAN COUNCIL						
I-1208349		July Wastewater Services	61,778.43			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		July Wastewater Services		601 4601-85060-000	METRO SEWER CHARGES	61,778.43
=== VENDOR TOTALS ===			61,778.43			
01-05585 METROPOLITAN AREA MANAGEMENT A						
I-2638		May Meeting - Jack Linehan	35.00			
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		May Meeting - Jack Linehan		101 4112-86100-000	CONFERENCES/EDUCATION/AS	35.00
=== VENDOR TOTALS ===			35.00			

PACKET: 03569 June 4 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05731 MN DEPARTMENT OF LABOR INDUSTR						
I-MARCH1230152026		1st Quarter Permit Surcharges	284.82			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		1st Quarter Permit Surcharges		101 20801-000	DUE TO OTHER GOVERNMENTS	284.82
=== VENDOR TOTALS ===			284.82			
01-06002 NINENORTH						
I-2026-074		Webstreaming/Cablecast May	866.08			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		Webstreaming/Cablecast May		101 4116-85050-000	CABLE TV	866.08
=== VENDOR TOTALS ===			866.08			
01-06112 PIONEER PRESS						
I-92886		May Legals	30.69			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		May Legals		101 4111-70410-000	LEGAL NOTICES	30.69
=== VENDOR TOTALS ===			30.69			
01-06184 RAMSEY COUNTY - POLICE AND 911						
I-EMCOM-013350		CAD Services April	420.84			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		CAD Services April		101 4122-81200-000	911 DISPATCH FEES	420.84
I-EMCOM-013366		911 Dispatch Services April	3,492.19			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		911 Dispatch Services April		101 4122-81200-000	911 DISPATCH FEES	3,492.19
I-EMCOM-013391		911 Dispatch Additional Jan-M	3,498.84			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		911 Dispatch Additional Jan-Ma		101 4122-81200-000	911 DISPATCH FEES	3,498.84
I-EMCOM-013413		CAD Services Additional Jan-M	214.17			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N		
		CAD Services Additional Jan-Ma		101 4122-81200-000	911 DISPATCH FEES	214.17
=== VENDOR TOTALS ===			7,626.04			

PACKET: 03569 June 4 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00935 ST PAUL REGIONAL WATER SERVICE							
I-202606049422		City Hall Water and Sanitary		364.52			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		City Hall Water			101 4131-85040-000	WATER	341.13
		City Hall Sanitary Sewer			601 4601-85075-000	CITY BUILDINGS SANITARY	23.39
=== VENDOR TOTALS ===				364.52			
01-06035 STATE CHEMICAL MANUFACTURING C							
I-904222417		Weed Control Supplies		340.20			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Weed Control Supplies			101 4141-87120-000	FACILITIES & GROUND MAIN	340.20
=== VENDOR TOTALS ===				340.20			
01-05988 SUPERIOR SAND & GRAVEL							
I-45227		Disposal Fee		30.00			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Disposal Fee			602 4602-87000-000	REPAIR EQUIP/CATCH BASIN	30.00
=== VENDOR TOTALS ===				30.00			
01-05374 TENNIS SANITATION LLC							
I-4712149		May Recycling		11,436.75			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		May Recycling			206 4206-82030-000	RECYCLING CONTRACTS	11,436.75
I-4712150		SWMT&CEC Charges May		73.16			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		SWMT&CEC Charges May			101 4131-87010-000	CITY HALL MAINTENANCE	73.16
=== VENDOR TOTALS ===				11,509.91			
01-06548 TOLL - GAS & WELDING SUPPLY							
I-10665773		Welding Supplies		19.70			
6/04/2026	APBANK	DUE: 6/04/2026 DISC: 6/04/2026			1099: N		
		Welding Supplies			101 4131-70110-000	SUPPLIES	19.70
=== VENDOR TOTALS ===				19.70			

6/04/2026 2:46 PM
 PACKET: 03569 June 4 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-08003 WARNING LITES OF MINNESOTA INC							
I-26-2233		Barriers for Road Repairs	464.00				
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N			
		Barriers for Road Repairs		101 4132-70120-000	SUPPLIES		464.00
=== VENDOR TOTALS ===			464.00				
01-07898 WSB							
I-R-023655-000-31		April Planning -Community Par	1,710.00				
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N			
		April Planning -Community Park		403 4403-91500-000	COMMUNITY PARK LAND/BUIL		1,710.00
=== VENDOR TOTALS ===			1,710.00				
01-05870 XCEL ENERGY							
I-979061176		Electricity	12.17				
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N			
		Electricity		101 4121-85020-000	ELECTRIC		12.17
I-979118372		Electricity	34.46				
6/04/2026	APBNK	DUE: 6/04/2026 DISC: 6/04/2026		1099: N			
		Electricity		101 4141-85020-000	ELECTRIC/GAS		34.46
=== VENDOR TOTALS ===			46.63				
=== PACKET TOTALS ===			239,255.64				

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ITEM FOR DISCUSSION

Meeting Date	June 10, 2026
Agenda Item	Consent G2
Attachment	See below.
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Approval of Ordinance 26-06 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 26-06 • Ordinance 26-06 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions • Summary Ordinance 26-06 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions
Action(s) Requested	Staff recommends approval of Ordinance 26-06 Amending Chapter 109 of the Falcon Heights City Code Concerning Parkland Dedication for Subdivisions.

CITY OF FALCON HEIGHTS, MINNESOTA
NOTICE OF PROPOSED ORDINANCE 26-056

NOTICE IS HEREBY GIVEN, that the Falcon Heights City Council will meet on May 13, 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 26-05 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 29, 2026



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

ORDINANCE NO. 26-06

**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) Where privately owned open space for public park and recreation purposes is provided in a proposed subdivision, such areas may be used for credit, at the discretion of the city council, against the land or cash dedication requirement for park and recreation purposes, provided the city council finds it is in the public interest to do so.
- ~~(e) 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.

- (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 10 day of June 2026, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY:



Randall C. Gustafson, Mayor

ATTEST:



Jack Linchan, City Administrator

SUMMARY ORDINANCE NO. 26-06

**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 10 day of June, 2026.

CITY OF FALCON HEIGHTS

BY: 
Randall C. Gustafson, Mayor

ATTEST: 
Jack Linehan, City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	June 10, 2026
Agenda Item	Consent G4
Attachment	Letter; Resolution 26-50
Submitted By	Kelly Nelson, Administrative Services Director / Deputy Clerk

Item	Accepting Donation from AARP Tax-Aide
Description	<p>AARP-Taxaide utilized City facilities to offer free tax preparation services to those in the community that are retired and/or to individuals with low to moderate income. On May 27, 2026, the City received a letter from Maggie Batten, along with a donation in the amount of \$200 to be applied to the general upkeep of the Council Chambers.</p> <p>The Minnesota Statutes Section 465.03 requires that all gifts and donations be accepted by resolution of the governing body: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”</p>
Budget Impact	The donation will be applied to the general upkeep of the Council Chambers.
Attachment(s)	Letter; Resolution 26-50
Action(s) Requested	Accept the generous donation from AARP Tax-Aide in the amount of \$200.

27 May 2026

City of Falcon Heights

2077 Larpenteur Ave W
Saint Paul, MN 55112
Attn: Kelly Nelson

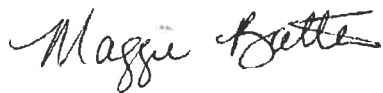
Dear Kelly,

On behalf of the 40 volunteers from District Ramsey West, please accept our donation to the City of Falcon Heights Parks and Recreation. It's a small way to Thank You for your support of AARP Foundation TaxAide. I am truly grateful for the partnership we've established; your support and promotion allows our group to make a meaningful impact in the communities we serve.

During this past tax filing season, TaxAide volunteers at Falcon Heights met with just over 500 taxpayer clients. We prepared over 565 returns (federal, state and property tax refunds), with a rejection rate of 3%. In comparison, last year's results were 615 tax returns prepared and a similar rejection rate.

Our dedicated volunteers enjoy the rewarding work they do, it is inspiring to see the show of appreciation from clients, both verbally and with donut treats! Thank you again for your amazing partnership.

Sincerely,



Maggie Batten, District Coordinator
Ramsey West District - MN
AARP Foundation TaxAide
Email: mbtaxes77@gmail.com

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 10, 2026

No. 26-50

RESOLUTION ACCEPTING A DONATION FROM AARP TAX-AIDE

WHEREAS, AARP Tax-Aide has donated \$200 to Falcon Heights for the general upkeep of the Council Chambers; and


WHEREAS, the 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.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the donation of the \$200 is hereby accepted; and


BE IT FURTHER RESOLVED that the City of Falcon Heights sincerely thanks AARP Taxaide for the donation.

ADOPTED by the Falcon Heights City Council on June 10, 2026.

Moved by: Gustafson

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 4 In Favor
MAY
MIELKE
MOGEN 0 Against
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	June 10, 2026
Agenda Item	Consent G5
Attachment	See below.
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Acceptance of Metropolitan Council Livable Communities Act (LCA) Development Grant Program Award for Fairway Commons
Description	<p>The City of Falcon Heights and Velair Development Company have received a grant from the Metropolitan Council’s Livable Communities Act Development Grant program for the Fairway Commons project at 1670 Larpenteur Avenue W. in the amount of \$432,500.</p> <p>City Council approved Resolution 25-75 on July 23, 2025 which allowed staff to apply for the grant.</p> <p>The City received notice of approval of the grant award in November of 2025.</p> <p>The intent is to structure the grant to the project as a loan so the developer can take advantage of federal and state low-income housing tax credit programs. The city attorney and developer are currently working to revise loan agreements and can come after the grant is officially accepted from Metropolitan Council by the City of Falcon Heights.</p>
Budget Impact	The grant is in the amount of \$432,500. This grant and related activity are not forecasted to have direct impact on the budget. It is a pass-through grant which will be directed to Velair Development Company for development activities at Fairway Commons.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 26-51 Authorizing Metropolitan Council Livable Communities Act Grant Agreement for Fairway Commons • Livable Communities Demonstration Account Development Grant Program Agreement
Action(s) Requested	Staff recommends a motion to approve Resolution 26-51 to accept the award from the Metropolitan Council’s Livable Communities Act and grant authority to the City Administrator to sign all documents related to accepting the grant.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

June 10, 2026

No. 26-51

**RESOLUTION AUTHORIZING METROPOLITAN COUNCIL LIVABLE COMMUNITIES
ACT GRANT AGREEMENT FOR FAIRWAY COMMONS**

WHEREAS, the City of Falcon Heights ("City") applied for Livable Communities Demonstration Account Development Grant Program funds through the Metropolitan Livable Communities Act Fund and was awarded \$432,500 ("Grant Funds") to assist with the Velair Development Company ("Velair") project of a 110-unit mixed-income senior housing, age-restricted apartment building; and

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

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

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

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

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

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

ADOPTED this 10 day of June, 2026 by the City Council of Falcon Heights, Minnesota.

Moved by: Gustafson

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON
MAY
MIELKE *Absent*
MOGEN
WASSENBERG

4

In Favor

0

Against

Attested by: _____



Jack Linehan
City Administrator

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

GRANTEE: City of Falcon Heights	GRANT NO. SG-25046
PROJECT: Larpenteur Avenue Senior	
GRANT AMOUNT: \$432,500	CYCLE: 2025
COUNCIL ACTION: November 12, 2025	EXPIRATION DATE: December 31, 2028

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

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

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

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

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

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

WHEREAS, the Council awarded Livable Communities Demonstration Account grant program funds to the Grantee subject to any terms, conditions, and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will have “commenced” before the Expiration Date.

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

I. DEFINITIONS

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

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

- (a) **Commenced.** For the purposes of Sections 2.08 and 5.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (e.g., a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (d) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) **Project.** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, “Project” means the development or redevelopment project identified in the application for Demonstration Account funds for which grant funds were requested that through its design and execution will deliver benefits such as housing, connections, and jobs to the region. Grant-funded activities typically are components of the Project.
- (i) **Redeployment of Repaid Grant Funds.** “Redeployment of Repaid Grant Funds” means Grantee redeployment of Repaid Grant Funds to continue supporting affordable housing components of the Project or implement or support projects that will help the Grantee (or the Participating Municipality within which the Project is located) meet its affordable and life-cycle housing goals.
- (j) **Repaid Grant Funds.** “Repaid Grant Funds” means repaid loan principal and interest grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan pursuant to Sections 2.05 and 2.06 of this Agreement.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

II. GRANT FUNDS

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

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

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the LCDA Development grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created, or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition or \$100,000, whichever is less. A Project summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Except for reimbursement for real estate acquisition and holding costs as provided in Section 2.03, grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that suballocates low-income housing tax credits in the Metropolitan Area.
- (b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.
- (c) Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 5.01, when the Grantee receives Repaid Grant Funds and elects Redeployment of Repaid Grant Funds the Grantee shall report Redeployment of Repaid Grant Funds in the next annual Housing Policy and Production Survey. (d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term "Project Owner" means the current Project Owner and any Project Owner successor(s).
- (e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner, or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property, or other resources of the Grantee; or (3) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council will not make the grant funds available to the Grantee in a lump sum payment but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents, and warrants to the Council that the Grantee's loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency or a program administered by the Minneapolis/Saint Paul Housing Finance Board or another designated housing credit agency that suballocates low-income housing tax credits in the Metropolitan Area; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) whenever the Project Owner becomes obligated to repay the Grantee's loan or defaults on the Grantee's loan; (2) when the initial thirty-year "compliance period" expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an "extended use period"; and (3) if noncompliance with low-income housing tax credit

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

program requirements or some other event triggers the Project Owner's repayment obligations under its loan agreement with the Grantee. Except as otherwise provided in this Paragraph (g), the Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent housing finance agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan.

As an alternative to such loan proceeds recovery, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

- (h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee must repay to the Council all interest or other income the Grantee receives from the Project Owner. Alternatively, the Grantee may elect redeployment of interest or other income received from the Project Owner. If the Grantee elects redeployment of such interest or other income so received, the Grantee shall report such redeployment in its next annual Housing Policy and Production Survey. Upon the Council's review of any such redeployment identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such interest or other funds if, after review, the Council determines such redeployment of does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the interest or other income received from the Project Owner. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.06. Revolving or Deferred Loans. If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments), otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described or identified in Attachments A and B.

As an alternative to such loan proceeds recovery for revolving loans, the Grantee may elect Redeployment of Repaid Grant Funds. If the Grantee elects Redeployment of Repaid Grant Funds, the Grantee shall report such Redeployment of Repaid Grant Funds in its next annual Housing Policy and Production Survey. Upon the Council's review of any Redeployment of Repaid Grant Funds identified in the Grantee's Housing Policy or Production Survey or otherwise, the Council reserves the right to request return of such funds if, after review, the Council determines such Redeployment of Repaid Grants Funds does not comply with the Livable Communities Act program requirements, or affordable and life-cycle housing goals. Upon the Council's request, the Grantee shall promptly return the Repaid Grant Funds.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

2.07. Restrictions on Loans or Grants to Subrecipients. The Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans or grants to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrants, subrecipient agreements, and contracts.

2.08. Project Commencement and Changes. The Project for which grant funds were requested must be “commenced” prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or to grant-funded activities described or identified in Attachments A and B.

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

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

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

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE**

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

PROVISIONS OF THIS SECTION 2.11, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GRANTEE (OR PARTICIPATING MUNICIPALITY WITHIN WHICH THE PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 3.04.

The Council will reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the Project or grant deliverables identified in the project summary; and (b) submits a final request for payment and the Final Report as required under Section 3.03. If the required deliverables are not submitted within the term and closeout period specified in Section 4.01, the Council shall have no obligation to disburse the remaining 10 percent. In such cases, the remaining funds shall revert to the Council's Livable Communities Demonstration Account for redistribution through future funding cycles or as otherwise permitted by law.

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

2.13. Effect of Grant. Issuance of this Grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

III. AFFORDABILITY; AFFIRMATIVE FAIR HOUSING

3.01. Affordability Term. If the Project for which the grant funds were awarded includes affordable housing units, the Grantee shall, through written instruments or otherwise, ensure the affordable units will remain affordable for a minimum period of fifteen (15) years. The Grantee's obligation under this Section may be satisfied if other Project funding sources (e.g., the Minnesota Housing Finance Agency or the U.S. Department of Housing and Urban Development ("HUD")) or state or federal laws (e.g., low-income housing tax credit programs) require an affordability term of at least fifteen (15) years. For the purposes of this Section, "affordable housing unit" means a unit that is affordable to households at sixty percent (60%) or less of the Area Median Income ("AMI"), as established by HUD, unless the Grantee's application stated an affordability standard lower than sixty percent (60%) of AMI, in which case the Grantee's lower affordability standard shall apply. The affordability requirements of this Section shall survive the expiration or termination of this Agreement.

3.02. Affirmative Fair Housing Marketing Plans. If the Project for which the grant funds were awarded is a housing project or includes housing units (whether market rate or affordable), the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements an affirmative fair housing marketing plan for Project housing units. For the purposes of this section, "affirmative fair housing marketing plan" means an affirmative fair housing marketing plan that substantially conforms to affirmative fair housing marketing plans published by the U.S. Department of Housing and Urban Development ("HUD"), or sample affirmative fair housing marketing plans published by the Minnesota Housing Finance Agency. The affirmative fair housing marketing plan requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

3.03. Section 8 Housing Choice Vouchers. If the Project is a housing project, or includes housing units (whether market rate or affordable), and the Grantee stated in its application that the Project housing units would be made available to households participating in the federal Housing Choice Voucher program, the Grantee shall, through written instruments or otherwise, ensure the Project owner (and any subsequent owner(s)) adopts and implements a policy under which the Project owner will not refuse to lease Project units to households or individuals participating in the Housing Choice Voucher program because those households or individuals are Housing Choice Voucher program participants. The Housing Choice Voucher requirement under this section shall continue for the minimum affordability term specified in Section 3.01 and shall survive the expiration or termination of this Agreement.

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

IV. ACCOUNTING, AUDIT, AND REPORT REQUIREMENTS

4.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 5.01 and 5.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

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

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

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

4.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this Grant, and that any environmental issues have been or will be adequately addressed.

V. AGREEMENT TERM

5.01 Term and Close Out. This Agreement is effective upon execution of this Agreement by the Council. Unless terminated pursuant to Section 5.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day close out period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day close out period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE CLOSEOUT PERIOD SHALL REVERT TO THE COUNCIL**

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

5.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Project, additional time within which to complete the grant-funded activities and commence the Project, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

VI. GENERAL PROVISIONS

6.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

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

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

6.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports, and publications relating to the Project. The acknowledgment will contain the following or comparable language:

*Financing for this project was provided by the Metropolitan Council
Metropolitan Livable Communities Fund*

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

6.05. Permits, Bonds, and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization, and approval requirements of federal, state, local governmental, and regulatory agencies, including conservation districts.

LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT DEVELOPMENT GRANT PROGRAM

6.06. Subgrantees, Contractors, and Subcontractors. The Grantee shall include in any subgrant, contract, or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this Grant obtain all required permits, licenses and certifications, and comply with all applicable state and federal Occupational Safety and Health Act regulations. If the Project for which the grant funds were awarded includes affordable units, the Grantee's subgrant agreement(s) shall expressly include the affordability and affirmative fair housing marketing plan requirements of Sections 3.01 and 3.02.

6.07 Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2050 Water Resources Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

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

Attn: Kelly Nezworski
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
kelly.nezworski@metc.state.mn.us

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

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

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

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

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

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

This space intentionally left blank. Signature page follows.

**LIVABLE COMMUNITIES DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT PROGRAM**

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

CITY OF FALCON HEIGHTS

By: 

Title: Mayor

Date: 6/10/2026

By: 

Title: City Administrator

Date: 6/10/2026

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
City Attorney's Office

Date: _____

METROPOLITAN COUNCIL

By: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

ATTACHMENT A
PROJECT SUMMARY

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

Livable Communities Project Summary

Grant # SG-25046
Type: LCDA Development
Applicant: City of Falcon Heights
Project Name: Larpenteur Avenue Senior
Project Location: 1644 Larpenteur Ave W
Council District: 10- Lindstrom

Project Detail	
Project Overview	This project will create 110 units of mixed-income senior housing, age-restricted to residents aged 55 years and older.
Total Jobs	3
Living Wage Jobs	2
Total housing units	110
Affordable units	70; 12 @ <30% AMI; 4 @ 31-50% AMI; 54 @ 51-60% AMI
Anticipated # bedrooms	16 studio; 76 1BR; 18 2BR
Funding	
Requested Amount	\$2,000,000
Use of Funds & Award Amount	
\$432,500	Award Amount
\$432,500	Activities: General construction Deliverable: 110 units of mixed-income senior housing

ATTACHMENT B
PROJECT LOCATION(S)

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

Project Location(s)



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REQUEST FOR COUNCIL ACTION

Meeting Date	June 10, 2026
Agenda Item	Consent G6
Attachment	Letter; Pay Voucher #3
Submitted By	Kelly Nelson, Director of Administrative Services/Deputy Clerk

Item	Request Approval of Pay Voucher #3 to New Look Contracting, Inc. for the Community Park Improvement Project.
Description	<p>Pay Voucher #3 in the amount of \$171,373.00 is attached for the work on the Community Park Improvement Project.</p> <p>The City paid Voucher #1 in the amount of \$257,595.59 for work certified through October 1, 2025, with a 5% retainage applied and Voucher #2 in the amount of \$239,531.11, with 5% retainage applied, for work certified through December 12, 2025.</p> <p>The project engineer and contractor have reviewed and approved the estimate, and it is submitted for Council approval. With this pay estimate, the total amount paid to date on this project will be \$694,664.26 or 77.3% of the original contract price of \$855,830.</p>
Budget Impact	Funds are budgeted in the Capital Fund 419 line.
Attachment(s)	Letter; Pay Voucher #3
Action(s) Requested	Motion to approve Pay Voucher #3 to New Look Contracting, Inc. for the Community Park Improvement Project.



June 4, 2026

Mr. Jack Linehan
City Administrator
City of Falcon Heights
2077 Larpenteur Avenue W
Falcon Heights, MN 55113

Re: Construction Pay Voucher No. 3
Falcon Heights Community Park Improvements
City Project No. FH-01
WSB Project No. 023655-000

Dear Mr. Linehan:

Please find enclosed Construction Pay Voucher No. 3 for the above referenced project in the amount of \$162,804.35. The quantities completed to date have been reviewed and agreed upon by the contractor, and we hereby recommend that the City of Falcon Heights approve Construction Pay Voucher No. 3 for New Look Contracting, Inc.

The amount indicated above reflects work certified to date through June 4, 2026 with a 5% retainage applied. Please include one executed copy with the payment to New Look Contracting, Inc. and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at 612.201.5949. Thank you.

Sincerely,

WSB

Robert Slipka, PLA
Sr. Professional Landscape Architect II

Attachments

ams

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4500 | WSBENG.COM

Falcon Heights Community Park
Improvements

Pay Voucher 3



Client: City of Falcon Heights 2077 Larpenteur Ave W Falcon Heights, MN 55113-5551	Contractor: New Look Contracting, Inc. 14045 Northdale Blvd. Rogers, MN 55374
---	--

WSB Project No.: 023655-000
Client Project No.: FH-01
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$855,830.00	Original	\$855,830.00
Contract Changes	\$42,837.51	Additional	N/A
Revised Contract	\$898,667.51	Total	\$855,830.00

Work Certified To Date	
Base Bid Items	\$673,711.75
Contract Changes	\$20,952.51
Material On Hand	\$0.00
Total	\$694,664.26

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$171,373.00	\$694,664.26	\$34,733.21	\$497,126.70	\$162,804.35	\$659,931.05
Percent Retained: 5%			Percent Complete: 77.3%		

This is to certify that the items of work shown in this Pay Voucher have been actually furnished for the work comprising the above-mentioned project in accordance with the plans and specifications heretofore approved.

Approved By New Look Contracting, Inc.

Approved By WSB


Signature


Signature

6-4-2026
Date

June 4, 2026
Date

Approved By City of Falcon Heights


Signature

6/10/26
Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	10/01/25	\$271,153.25	\$13,557.66	\$257,595.59
2	12/12/25	\$252,138.01	\$12,606.90	\$239,531.11
3	06/04/26	\$171,373.00	\$8,568.65	\$162,804.35

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Local	\$694,664.26	\$34,733.21	\$497,126.70	\$162,804.35	\$659,931.05

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	Local	\$162,804.35	\$898,667.51	\$855,830.00	\$659,931.05

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$70,000.00	1	0	\$0.00	0.75	\$52,500.00
2	2101.501	CLEARING AND GRUBBING	LS	\$8,300.00	1	0	\$0.00	1	\$8,300.00
3	2103.501	BUILDING REMOVAL	LS	\$33,000.00	1	0	\$0.00	1	\$33,000.00
4	2104.501	REMOVE PLAY CONTAINER, EQUIPMENT AND SURFACING	LS	\$4,500.00	0	0	\$0.00	0	\$0.00
5	2104.501	SALVAGE FITNESS EQUIPMENT	EA	\$1,500.00	1	0	\$0.00	1	\$1,500.00
6	2104.502	REMOVE MANHOLE	EA	\$2,000.00	1	0	\$0.00	1	\$2,000.00
7	2104.502	REMOVE DRAINAGE STRUCTURE	EA	\$1,000.00	1	0	\$0.00	1	\$1,000.00
8	2104.502	REMOVE SIGN TYPE SPECIAL	EA	\$105.00	4	4	\$420.00	4	\$420.00
9	2104.502	SALVAGE & RELOCATE FITNESS COURSE SIGN	EA	\$420.00	1	0	\$0.00	0.5	\$210.00
10	2104.502	SALVAGE & RELOCATE PARK ENTRANCE SIGN	EA	\$850.00	1	0	\$0.00	0.5	\$425.00
11	2104.502	SALVAGE & RELOCATE PARK MONUMENT SIGN	EA	\$850.00	1	0	\$0.00	0.5	\$425.00
12	2104.503	REMOVE CURB & GUTTER	LF	\$8.00	105	0	\$0.00	96	\$768.00
13	2104.503	REMOVE SEWER PIPE (SANITARY)	LF	\$23.00	48	0	\$0.00	48	\$1,104.00
14	2104.603	ABANDON SANITARY SEWER	LF	\$13.00	280	0	\$0.00	280	\$3,640.00
15	2104.603	ABANDON PIPE (WATER)	LF	\$16.00	85	0	\$0.00	85	\$1,360.00
16	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$9.00	320	259.5	\$2,335.50	320	\$2,880.00
17	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.75	2845	2384	\$8,940.00	2845	\$10,668.75
18	2104.504	REMOVE AGGREGATE PAVEMENT	SY	\$0.50	515	515	\$257.50	515	\$257.50
19	2106.601	SITE GRADING	LS	\$50,000.00	0.917	0.6	\$30,000.00	0.85	\$42,500.00
20	2108.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$2.50	465	0	\$0.00	533	\$1,332.50
21	2118.518	AGGREGATE SURFACED TRAIL (P)	SF	\$0.65	6235	5000	\$3,250.00	5000	\$3,250.00
22	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$1.00	10	6	\$6.00	10	\$10.00
23	2360.504	BITUMINOUS DRIVES (ON EXISTING SUBBASE) 3.5" THICK	SY	\$25.75	2020	0	\$0.00	0	\$0.00
24	2360.504	BITUMINOUS DRIVES (WITH AGGREGATE BASE) 3.5" THICK	SY	\$34.50	225	0	\$0.00	0	\$0.00
25	2360.504	BITUMINOUS ROADWAY (WITH AGGREGATE BASE) 7" THICK	SY	\$65.00	245	0	\$0.00	215	\$13,975.00
26	2360.504	BITUMINOUS TRAILS (WITH AGGREGATE BASE) 3" THICK	SY	\$31.50	260	0	\$0.00	82	\$2,583.00
27	2451.507	COARSE FILTER AGGREGATE (CV)	C Y	\$130.00	12	0	\$0.00	12	\$1,560.00
28	2451.607	FILTER MEDIA SPECIAL	CY	\$50.50	155	0	\$0.00	155	\$7,827.50
29	2501.502	12" RC PIPE APRON	EA	\$1,775.00	2	0	\$0.00	2	\$3,550.00
30	2501.502	TRASH GUARD FOR 12" PIPE APRON	EA	\$825.00	2	0	\$0.00	2	\$1,650.00

Falcon Heights Community Park
Improvements

Pay Voucher 3



Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
31	2502.503	6" PERF PE PIPE DRAIN	LF	\$22.50	150	0	\$0.00	148	\$3,330.00
32	2502.503	6" SOLID PE PIPE DRAIN	LF	\$44.00	55	0	\$0.00	73	\$3,212.00
33	2502.602	YARD DRAIN	EA	\$3,135.00	2	0	\$0.00	2	\$6,270.00
34	2502.602	6" PVC PIPE DRAIN CLEANOUT	EA	\$980.00	4	0	\$0.00	4	\$3,920.00
35	2503.503	12" RC PIPE SEWER DES 3006 CL V	LF	\$88.00	95	0	\$0.00	95	\$8,360.00
36	2503.503	12" HDPE PIPE SEWER	LF	\$51.00	183	0	\$0.00	180	\$9,180.00
37	2503.602	CONNECT TO EXISTING STORM SEWER	EA	\$1,000.00	2	0	\$0.00	3	\$3,000.00
38	2503.602	CONNECT TO EXISTING WATERMAIN	EA	\$1,350.00	1	0	\$0.00	1	\$1,350.00
39	2503.602	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	\$6,000.00	1	0	\$0.00	1	\$6,000.00
40	2503.602	SANITARY PIPE CLEANOUT	EA	\$1,050.00	2	0	\$0.00	3	\$3,150.00
41	2503.603	4" PVC SANITARY SERVICE PIPE	LF	\$48.00	245	0	\$0.00	263	\$12,624.00
42	2504.602	4" GATE VALVE & BOX	EA	\$2,950.00	1	0	\$0.00	1	\$2,950.00
43	2504.602	BLOWOFF VALVE	EA	\$2,750.00	2	0	\$0.00	2	\$5,500.00
44	2504.602	YARD HYDRANT	EA	\$1,700.00	1	0	\$0.00	1	\$1,700.00
45	2504.603	1" TYPE PE PIPE	LF	\$38.00	95	0	\$0.00	100	\$3,800.00
46	2504.603	2" TYPE PE PIPE	LF	\$45.00	55	0	\$0.00	55	\$2,475.00
47	2504.603	4" WATERMAIN DUCTILE IRON CL 52	LF	\$92.00	94	0	\$0.00	132	\$12,144.00
48	2504.608	DUCTILE IRON FITTINGS	LB	\$20.00	125	0	\$0.00	125	\$2,500.00
49	2506.502	CASTING ASSEMBLY	EA	\$975.00	2	0	\$0.00	2	\$1,950.00
50	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LF	\$1,470.00	5	0	\$0.00	5	\$7,350.00
51	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LF	\$2,540.00	4	0	\$0.00	5	\$12,700.00
52	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EA	\$10,000.00	1	0	\$0.00	1	\$10,000.00
53	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 2	EA	\$11,000.00	1	0	\$0.00	1	\$11,000.00
54	2511.504	GEOTEXTILE FILTER TYPE 4	SY	\$2.50	40	0	\$0.00	0	\$0.00
55	2511.507	GRANULAR FILTER	C Y	\$2.50	0.6	0	\$0.00	0	\$0.00
56	2511.507	RANDOM RIPRAP CLASS III	C Y	\$165.00	9	0	\$0.00	10.9	\$1,798.50
57	2521.518	4" CONCRETE PAVEMENT	SF	\$9.00	7125	3500	\$31,500.00	3500	\$31,500.00
58	2521.518	6" CONCRETE PAVEMENT	SF	\$14.00	56	0	\$0.00	60.5	\$847.00
59	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LF	\$38.50	160	64	\$2,464.00	160	\$6,160.00
60	2540.501	PRE-FABRICATED RESTROOM AND SHELTER BUILDING	LS	\$249,500.00	1	0.25	\$62,375.00	0.9	\$224,550.00
61	2545.501	SITE ELECTRICAL	LS	\$44,250.00	1	0.25	\$11,062.50	1	\$44,250.00
62	2563.601	TRAFFIC CONTROL	LS	\$2,750.00	1	0	\$0.00	0.8	\$2,200.00
63	2564.602	SIGN PANELS TYPE SPECIAL	EA	\$500.00	5	0	\$0.00	0	\$0.00
64	2571.502	DECIDUOUS TREE - 2.5" CAL B&B	EA	\$915.00	21	0	\$0.00	0	\$0.00
65	2571.502	DECIDUOUS TREE - 1.5" CAL B&B	EA	\$875.00	3	0	\$0.00	0	\$0.00
66	2571.502	PERENNIALS - NO 1 CONT	EA	\$52.00	79	0	\$0.00	0	\$0.00
67	2573.502	STABILIZED CONSTRUCTION EXIT	EA	\$2,500.00	1	1	\$2,500.00	1	\$2,500.00
68	2573.502	STORM DRAIN INLET PROTECTION	EA	\$150.00	4	1	\$150.00	5	\$750.00
69	2573.503	SILT FENCE, TYPE MS	LF	\$4.00	300	0	\$0.00	259	\$1,036.00
70	2557.503	TREE PROTECTION FENCE	LF	\$3.00	1100	0	\$0.00	858	\$2,574.00
71	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LF	\$5.00	550	400	\$2,000.00	1107	\$5,535.00
72	2574.504	EROSION CONTROL BLANKET CATEGORY 20	SY	\$2.75	470	0	\$0.00	0	\$0.00
73	2574.505	SEEDING - TYPE I SEED MIX	AC	\$2,700.00	1.16	0	\$0.00	0	\$0.00
74	2574.505	SEEDING - TYPE II SEED MIX	AC	\$4,850.00	0.1	0	\$0.00	0	\$0.00
75	2574.523	RAPID STABILIZATION METHOD 3	MGAL	\$750.00	6	3	\$2,250.00	6	\$4,500.00
76	2575.607	MULCH MATERIAL TYPE SPECIAL	C Y	\$125.00	18	0	\$0.00	0	\$0.00
77	2582.601	PAVEMENT MARKINGS	LS	\$1,950.00	1	0	\$0.00	0.25	\$487.50
78	2531.503	CONCRETE CURB & GUTTER DESIGN D212	LF	\$32.50	365	365	\$11,862.50	365	\$11,862.50
Bid Totals:							\$171,373.00		\$673,711.75

Falcon Heights Community Park
Improvements

Pay Voucher 3



Project Category Totals		Amount This Voucher	Amount To Date
Category		\$11,862.50	\$11,862.50
ALTERNATE 1		\$159,510.50	\$661,849.25
BASE BID			

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	87	2104.603	SAWCUT & CLASS 5 FOR UTILITY CROSSING AT PARKING LOT	LS	\$2,377.76	1	0	\$0.00	1	\$2,377.76
CO	1	88	2503.603	MODIFY NW STORM INTAKE STRUCTURE	LS	\$2,955.00	1	0	\$0.00	1	\$2,955.00
CO	1	89	2360.504	ADDITIONAL THICKNESS OF ASPHALT AT STREET/TRAIL	LS	\$9,724.19	1	0	\$0.00	1	\$9,724.19
CO	1	90	2503.602	REMOVE/REPLACE STORM PIPE PER DoLI COMMENTS	LS	\$4,542.56	1	0	\$0.00	1	\$4,542.56
CO	1	91	2531.503	MODIFICATION OF CURB FROM B612 TO B624	LS	\$1,353.00	1	0	\$0.00	1	\$1,353.00
CO	2	92	2574.507	IMPORT TOPSOIL	C Y	\$48.60	70	0	\$0.00	0	\$0.00
CO	3	93	2013.601	MOP SINK AND FAUCET	LS	\$1,650.00	1	0	\$0.00	0	\$0.00
CO	3	94	2013.601	MOP HEATER OPTION WITH BRACKET	LS	\$3,685.00	1	0	\$0.00	0	\$0.00
CO	3	95	2013.601	EXTERIOR WOOD FINISH	LS	\$12,936.00	1	0	\$0.00	0	\$0.00
CO	3	96	2013.601	INTERIOR WOOD FINISH	LS	\$7,645.00	1	0	\$0.00	0	\$0.00
CO	3	97	2013.601	INTERIOR CONCRETE FINISH	LS	\$1,595.00	1	0	\$0.00	0	\$0.00
Contract Change Totals:									\$0.00		\$20,952.51

Contract Change Totals			Amount This Voucher	Amount To Date
No.	Contract Change	Description		
1	CO	The following bulleted list provides a summary of Change Order #1: • Completion Date has been revised to June 1, 2026. • Item 1 relates to sawcutting and gravel patching of the parking lot for the new sanitary and storm sewer crossings. • Item 2 relates to modifications of the NW storm structure in Roselawn to fit new storm pipe and avoid the current gas main (not located as part of the utility locate). • Item 3 relates to additional depth of asphalt pavement within Roselawn for both the street patching and trail patching. • Item 4 relates to the replacement of storm pipe to comply with DoLI requirements. • Item 5 relates to material revision of B612 curb and gutter to B624 to match existing conditions in Roselawn as part of the utility improvements. Remove contract scope items to keep playground in place longer.	\$0.00	\$20,952.51
2	CO	Remove contract scope items to keep playground in place longer.	\$0.00	\$0.00
3	CO	Install mop sink and water heater and other items.	\$0.00	\$0.00

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

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REQUEST FOR ACTION

Meeting Date	June 10, 2026
Agenda Item	H1
Attachment	See below
Submitted By	Jack Linehan, City Administrator

Item	Consideration of Accepting Proposal from T2 Systems for Administrative Citation Hardware, Subscription, and Services Using State Purchasing Agreement for Parking Violations
Description	<p>As part of the 2025 State Fair operations, the City implemented a pay-by-mobile parking program that generated approximately \$49,000 in net program surplus revenue in 2025. And, with the State Fair Task Force 2.0 recommending the use of administrative citations for non-moving parking violations associated with the City’s parking management program as part of their final presentation to Council on January 26, 2026, the City has since been researching providers of equipment and services related to the City administratively issuing non-moving parking citations.</p> <p>In 2025, approximately 600 citations were issued, with most of the collections staying with the court systems. Moving away from a criminal misdemeanor process for non-moving parking citations will allow collected revenue to cover the cost of equipment and services.</p> <p>T2 Systems, Inc. (a Verra Mobility Company), has been identified as a provider through Sourcwell cooperative purchasing, a competitive state bidding system that Falcon Heights is part of, which ensures we get the competitive pricing. T2 Systems provides parking management solutions to universities and municipalities to help reduce enforcement costs and increase citation collection. T2 Systems is a full-service, certified collection administration solution, offering Falcon Heights the services of handheld license plate readers (LPRs) and ticket printers, citation processing, registered owner retrieval, letter services, payment processing, and collections. It is important to note that the LPRs would differ from police ones in that it does not tie into a court database to run registration/VIN information. Instead, it just checks if the license plate matches a customer who has paid for parking through ParkMobile with a direct integration with the pay-by-mobile solution.</p> <p>As part of the three-year contract, T2 Systems, Inc. will provide three handheld devices with data plans, allowing staff to look up license plates and issue citations for parking violations, as well as handle the automatic delinquency notifications sent for non-payments. Most vendors require year-round</p>

	<p>subscriptions, but the City was able to work out an agreement where one device has year-round services and the other two are only for a 30-day period during the Fair.</p> <p>In addition, the Proposal with T2 Systems, Inc. includes personalized webinar training.</p> <p>The price of services in year 1: \$20,020, plus tax The price of services in year 2: \$8,496, plus tax The price of services in year 3: \$8,496, plus tax</p> <hr/> <p>Total contract cost over three years: \$39,279.84</p> <p>In addition to the costs above, T2 Systems will charge \$1.30 per automated mail notification sent and \$2.50 per vehicle lookup. This is done only when the owner doesn't pay their violation through T2 Systems within the set period, say 14-days.</p> <p>For the administrative citations, the City will be bringing an amendment to the fee schedule on June 22nd to propose fees as follows:</p> <ul style="list-style-type: none"> • Administrative Parking Violation - \$60 plus processing fees (3.5%) • Late Payment - Administrative Parking Violation - \$80 plus processing fees (3.5%) for violations not paid within 14 days (letter sent after 14 days and the City incurs lookup costs & letter costs) • Delinquent Payments - \$100 plus processing fees (3.5%) for violations not paid within 15-60 days after violation (2nd letter sent at 30 days) • Collections - \$100 plus 30% collections fee, 60 days after nonpayment. <p>For each of the proposed fees, the City would keep the citation fee, and T2 Systems collects the processing fees & collections costs. These fees will fund the citation program.</p> <p>If City Council accepts the proposal, staff and the city attorney will finalize a contract with T2 Systems to begin ordering equipment and implementing the program.</p>
Budget Impact	A total of \$39,279.84 to be broken up over three years and to be funded from Fund 2
Attachment(s)	<ul style="list-style-type: none"> • Proposal • Master Agreement (Draft - Needs Finalization / Attorney Review) • Powerpoint Demo on Solution - these items are not yet available and will be handed out at the meeting. • Resolution 26-52

Action(s) Requested	Staff requests that City Council makes the following motion: "Move to authorize the City Administrator to accept a proposal from T2 Systems for an administrative citations solution, and authorize the Mayor and City Administrator to execute a contract."
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T2 Systems, Inc. - Confidential Quotation
a Verra Mobility Company
 8900 Keystone Xing, Suite 700
 Indianapolis, IN 46240-4697



For: City of Falcon Heights - MN
Quote ID: Q-56395
Date Issued: 6/3/2026
Expires: 9/3/2026

Bill To:
 City of Falcon Heights - MN

Ship To:
 City of Falcon Heights, MN
 2077 Larpenteur Ave W
 Falcon Heights, MN 55113
 United States

Prepared By:
 Nate Wagner

Jack Linehan
 651-792-7611
 jack.linehan@falconheights.org
 EIN: 0000000000

Prepared For:
 Jack Linehan

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
UPsafety Subscription Services - PE Monthly backoffice and Mobile License(s) (Includes 1 mobile and backoffice license)		3.00	USD 10,764.00	USD 10,764.00
Year 1	100.5002	1.00	USD 3,588.00	USD 3,588.00
Year 2	100.5002	1.00	USD 3,588.00	USD 3,588.00
Year 3	100.5002	1.00	USD 3,588.00	USD 3,588.00
UPsafety Subscription Service - PE Mobile Application Only License(s)		6.00	USD 3,582.00	USD 7,164.00
Year 1	100.5000	2.00	USD 1,194.00	USD 2,388.00
Discounted as will only be used for a few months				
Year 2	100.5000	2.00	USD 1,194.00	USD 2,388.00
Year 3	100.5000	2.00	USD 1,194.00	USD 2,388.00
UPsafety/Flex Hardware Care Program		9.00	USD 1,260.00	USD 3,780.00
Year 1	100.5006	3.00	USD 420.00	USD 1,260.00
@ \$35 per handheld per month/\$420 per handheld per year - billed annually				
Year 2	100.5006	3.00	USD 420.00	USD 1,260.00
Year 3	100.5006	3.00	USD 420.00	USD 1,260.00
UPsafety/Flex Verizon LTE Data Plan		9.00	USD 1,260.00	USD 3,780.00
Year 1	100.5003	3.00	USD 420.00	USD 1,260.00
@ \$35 per handheld per month/\$420 per handheld per year - billed annually				
Year 2	100.5003	3.00	USD 420.00	USD 1,260.00
Year 3	100.5003	3.00	USD 420.00	USD 1,260.00
UPsafety Automated Delinquent Notices – \$1.30 per Automated Notification		0.00	USD 3.90	USD 0.00

Year 1	100.5017	0.00	USD 1.30	USD 0.00
@ \$1.30 per notification mailed - billed monthly based on actual use				
Year 2	100.5017	0.00	USD 1.30	USD 0.00
Year 3	100.5017	0.00	USD 1.30	USD 0.00
UPsafety Automated Lookups		0.00	USD 7.50	USD 0.00
Year 1	100.5016	0.00	USD 2.50	USD 0.00
In State Registered Owner Lookups @ cost				
Year 2	100.5016	0.00	USD 2.50	USD 0.00
Year 3	100.5016	0.00	USD 2.50	USD 0.00
UPsafety Automated Lookups		0.00	USD 7.50	USD 0.00
Year 1	100.5016	0.00	USD 2.50	USD 0.00
Out of State Registered Owner Lookups @ \$2.50 per successful lookup - billed monthly based on actual use				
Year 2	100.5016	0.00	USD 2.50	USD 0.00
Year 3	100.5016	0.00	USD 2.50	USD 0.00
Citation Services: Delinquent or 3rd Party Collections		3.00	USD 0.00	USD 0.00
Year 1	100.2157	1.00	USD 0.00	USD 0.00
Year 2	100.2157	1.00	USD 0.00	USD 0.00
Year 3	100.2157	1.00	USD 0.00	USD 0.00
TOTAL:				USD 25,488.00

Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	UPsafety Personalized Webinar Training	1.00	USD 895.00	USD 895.00
100.5014	UPsafety Client Cloud Setup & Customization	1.00	USD 1,875.00	USD 1,875.00
TOTAL:				USD 2,770.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0765	UPsafety/Flex XF Print All-in-One Enforcement Handheld Package	3.00	USD 2,795.00	USD 8,385.00
663.1000	UPsafety Paper 3in Plain Polyvinyl Thermal, 200 3.2 Appleton, 80mm- Hgp-3 (50 rolls)	1.00	USD 169.00	USD 169.00
TOTAL:				USD 8,554.00

Other

Product Code	Product Name	Quantity	Sales Price	Total
100.2020	Estimated Shipping and Handling	1.00	USD 200.00	USD 200.00
Shipping and taxes will be calculated and added to invoicing				
				TOTAL: USD 200.00

Year 1 Total: USD 20,020.00
Year 2 Total: USD 8,496.00
Year 3 Total: USD 8,496.00

Net Total: USD 37,012.00

Tax Amount: USD 2,267.84
Tax Comments: N/A

Total: USD 39,279.84

Additional Information:

Freight Term:

Payment Terms:

IRIS Profile:

End User: City of Falcon Heights - MN

GP Customer Number:

Billing Terms

Additional fees for variable cost services utilized.

Hardware, including subcontractor hardware, and shipping invoiced per Agreement.

Subscriptions are invoiced upon receiving access to licensed product.

Professional Services invoiced on Project Go-Live.

Travel invoiced as incurred.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com

Quote is developed in conjunction with Statement of Work, if applicable. If any billing term language conflicts occur, Standard Billing Terms section of Statement of Work document takes precedence.

Quoted pricing is based on current applicable tariffs, import/export duties, surcharges, taxes or similar fees ("Tariffs"). In the event any governmental authority enacts or imposes new or additional Tariffs that increases the cost of goods, materials, and/or services provided for under this Quote, T2 reserves the right to adjust the pricing on this Quote to reflect increased costs.

Quote Number: Q-56395

Customer

Signature

Print Name

Title

Date

PO #

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 10, 2026

No. 26-52

**RESOLUTION APPROVING A PROPOSAL FROM T2 SYSTEMS, INC. FOR THE
ADMINISTRATIVE CITATION HARDWARE, SUBSCRIPTIONS, AND SERVICES
USING STATE PURCHASING AGREEMENT FOR PARKING VIOLATIONS**

WHEREAS, the City of Falcon Heights has identified the desire to move non-moving parking citations away from a criminal misdemeanor process and to an administrative citation process; and

WHEREAS, the current process requires significant time from the police department, using time that could be better spent focused on traffic and safety measures; and

WHEREAS, the City has identified a company called T2 Systems, Inc. through Sourcewell, a competitive state-bidding system, that will provide competitive pricing; and

WHEREAS, T2 Systems, Inc. provides parking management solutions, offering services of handheld license plate readers (LPRs), ticket printers, citation processing, registered owner retrieval, letter services, payment processing and collections; and

WHEREAS, moving away from a criminal misdemeanor process for parking citations will allow collected revenue to cover the cost of equipment and services; and

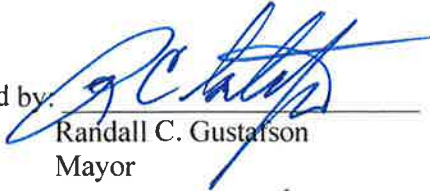
WHEREAS, the three-year agreement with T2 Systems, Inc. will include (3) handheld devices with data plans, automatic delinquency notifications for non-payments to be sent, and personalized webinar training;

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

1. The agreement with T2 Systems, Inc. for an administrative citations solution is hereby approved.
2. The City Administrator and Mayor are authorized to execute all necessary agreements with T2 Systems, Inc.
3. The City shall amend the budget to allocate the necessary funds from Fund 211 to cover the full project cost.

ADOPTED by the City Council of Falcon Heights this 10th day of June, 2026.

Moved by: Wassenberg

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 4 In Favor
MAY
MIELKE 0 Against
MOGEN
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	June 10, 2026
Agenda Item	Policy H2
Attachment	Proposal, Resolution
Submitted By	Jack Linehan, City Administrator

Item	Accept Proposal from Bolton & Menk for Interim Planning Consultant Services and Authorize City Administrator to Negotiate a Contract																																
Description	<p>With an upcoming planned leave occurring with the City Planner position for a period of up to five months, the City has a need to have planning services provided during a fairly critical time.</p> <p>In the past, the City has contracted temporary planning services to assist with this vacancy. Staff approached two firms that provide this service to the Twin Cities. The two firms provided proposals with the availability to start immediately. Staff is recommending the City hire Bolton and Menk as our temporary planning consultant. Below is the grading criteria between Bolton & Menk & "Firm B":</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: left;">Criteria</th> <th style="text-align: center;">Weight (%)</th> <th style="text-align: center;">Bolton & Menk</th> <th style="text-align: center;">Firm B</th> </tr> </thead> <tbody> <tr> <td>Relevant Interim Planning Experience</td> <td style="text-align: center;">25</td> <td style="text-align: center;">4.5</td> <td style="text-align: center;">4.5</td> </tr> <tr> <td>Primary Contact Qualifications & Availability</td> <td style="text-align: center;">20</td> <td style="text-align: center;">3.5</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Approach to Remote/In-Person Service Model</td> <td style="text-align: center;">15</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Responsiveness & Capacity to Meet City Needs</td> <td style="text-align: center;">15</td> <td style="text-align: center;">4</td> <td style="text-align: center;">3.5</td> </tr> <tr> <td>Cost / Billing Rates</td> <td style="text-align: center;">15</td> <td style="text-align: center;">4.5</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Overall Value & Fit for Falcon Heights</td> <td style="text-align: center;">10</td> <td style="text-align: center;">4.5</td> <td style="text-align: center;">4.5</td> </tr> <tr> <td>Weighted Total</td> <td></td> <td style="text-align: center;">4.15</td> <td style="text-align: center;">3.95</td> </tr> </tbody> </table> <p>Bolton & Menk has experience working as planning consultants for municipalities, and they have developed comprehensive plans and specialty plans for communities across Minnesota. Bolton & Menk has provided multiple planners, with TJ Hofer as the City's primary designated planner. TJ serves as City Planner for Scandia, MN, Taylors Falls, MN, and worked as the</p>	Criteria	Weight (%)	Bolton & Menk	Firm B	Relevant Interim Planning Experience	25	4.5	4.5	Primary Contact Qualifications & Availability	20	3.5	4	Approach to Remote/In-Person Service Model	15	4	4	Responsiveness & Capacity to Meet City Needs	15	4	3.5	Cost / Billing Rates	15	4.5	3	Overall Value & Fit for Falcon Heights	10	4.5	4.5	Weighted Total		4.15	3.95
Criteria	Weight (%)	Bolton & Menk	Firm B																														
Relevant Interim Planning Experience	25	4.5	4.5																														
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Weighted Total		4.15	3.95																														

	<p>interim planner for Arden Hills during a recent vacancy. He came highly recommended when talking to those who have worked with him.</p> <p>The consulting planner position will be mainly remote, but with a designated 4-hours office time every-other-week during the vacancy. Most of our permits and plan reviews are digital, but this designated office hours will allow us to schedule meetings with the planner if residents want an in-person meeting.</p> <p>Bolton & Menk’s proposal is for hourly contracted services. Based on the proposal, staff anticipatēs that it will range from \$6,000 to \$8,500 per month, depending on service needs.</p> <p>As an additional benefit, Bolton & Menk is our consultant for the Les Bolstad Golf Course redevelopment, which is the largest planning projects on the horizon. Having that coordination within the firm will be a benefit.</p> <p>As the start date of the leave is undetermined, staff is requesting authorization from Council to accept a proposal, allowing us to not have a delay in the event the leave begins sooner than expected.</p>
Budget Impact	<p>Staff will likely need to make a budget adjustment for this service, as it was not a budgeted cost. There are funds available from another staffing vacancy and other savings to date, so we do not anticipate going over our general fund budget with these costs.</p>
Attachment(s)	<ul style="list-style-type: none"> • Bolton & Menk Proposal • Resolution 26-52 3 2653
Action(s) Requested	<p>Staff would recommend approve of attached resolution to accept the proposal from Bolton & Menk and to allow the City Administrator to negotiate a contract on behalf of the City.</p>



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 – Suite E130
Oakdale, MN 55128

Phone: (651) 704-9970
Bolton-Menk.com

June 3, 2026

Jack Linehan, City Administrator
City of Falcon Heights
2077 Wet Larpenteur Avenue
Falcon Heights, MN 55113

RE: Proposal for Interim Planning Assistance

Dear Mr. Linehan:

The City of Falcon Heights has inquired about on-call planning services to provide high-quality review and planning support on an occasional basis. This is a service we regularly provide to clients. Bolton & Menk, Inc. has the experience and qualifications to provide professional planning services. We understand what needs to be accomplished for successful planning and development services and are proposing a primary planner, with support for basic tasks and more complex tasks as needed.

Planning Team

- **TJ HOFER, Lead City Planner, 40% availability** [Tanner "T.J." Hofer | LinkedIn](#)

TJ will lead planning service efforts and will receive support from the Bolton & Menk team as needed

TJ began his career as a planner at Bolton & Menk in 2019 and has approximately eight years of planning experience. His responsibilities include interpreting and enforcing zoning ordinance and comprehensive plans for his clients. He is also responsible for assisting in developing plan review, comprehensive plans and ordinance updates, and preparing and presenting staff reports. TJ is a great communicator and is forward-thinking. He assists with community engagement and outreach during the planning process. TJ has worked toward his passion of helping clients both establish and meet their goals—he loves seeing the process unfold from start to finish. He is a planning advisor to the City of Scandia and is the town planner for the Town of St. Joseph, WI, and provides on-call planning support for the Albertville and Taylors Falls, working closely with legal counsel and watersheds to facilitate review of ordinances and development projects. TJ has capacity to serve as your lead planner for the upcoming 5-month period.

- **GREENLEE DAHLE, Support Planner 50% availability** [Greenlee Dahle | LinkedIn](#)

Greenlee will support the team with all planning efforts as needed.

Greenlee is a community planner at Bolton & Menk, where she supports planning services to municipal clients, reviews site plans and zoning codes, and aids in special studies and comprehensive planning efforts. Beginning her career in 2025, her work is rooted in a strong foundation of sustainability, community engagement, and public policy, which informs both strategic planning and day-to-day decision-making. Greenlee brings a thoughtful and collaborative approach to planning, working alongside engineers and designers to advance equitable and connected communities across the region. She is passionate about creating places that reflect the values and needs of the people who live there and is committed to building sustainable futures through inclusive and innovative planning.

- **JENNI FAULKNER, Senior Planning Advisor 20% availability** [Jenni Faulkner | LinkedIn](#)

Jenni will support TJ and provide senior level land use planning expertise and support as needed.

Jenni is a practice area leader on the Bolton & Menk team with 30 years of expertise spanning the fields of city planning and land use, economic development, and housing. Prior to joining Bolton & Menk, Jenni served as a planner and the Community Development Director for the City of Burnsville—a fully developed city—for more than 20 years. While at Bolton & Menk, she has provided planning support for a variety of clients, large and small, urban and rural. She leads and supervises our metro planning team.

Work Plan

Day-to-day services are generally billed on an hourly basis and can be adjusted to meet city needs. We are available to provide regular office hours of 4 hours per bi-weekly and attend and present at Planning Commission or City Council meetings as needed. As you have noted, we anticipate most development review activities to occur remotely. We are prepared and excited to provide the following services:

1. Review land use applications including research, preparing memos and staff reports.
2. Make presentations to the Planning Commission and/or City Council meetings as requested.
3. Draft ordinances, resolutions and correspondence as requested.
4. Complete research, special studies and small area plans as requested.
5. Participate in meetings and discussions with developers, residents, or staff and attend neighborhood meetings as requested.
6. Conduct Planning Commissioner training as requested.
7. Provide, on a periodic basis, written updates on State or Federal legislation or judicial decisions impacting land use or zoning actions and suggested action or changes in operations, ordinances or procedures to assure compliance.
8. Provide other planning services as requested.
9. Provide City Hall office hours up to four hours every other week as requested by the City.

Fee Estimate

Bolton and Menk does not charge for mileage or incidentals. 2026 Rates for our key personnel are as follows:

Employee	Hourly Rate
Jenni Faulkner, Planning Practice Leader	\$250 per hour
TJ Hofer, Planner II	\$172 per hour
Greenlee Dahle, Planner I	\$120 per hour

If you prefer a flat rate, we can provide the service for an amount not to exceed **monthly fee of \$8500.**

Respectfully submitted,
Bolton & Menk, Inc.



Jenni Faulkner
Practice Area Leader

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 10, 2026

No. 26-53

**RESOLUTION ACCEPTING A PROPOSAL FROM BOLTON & MENK FOR INTERIM
PLANNING SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO
NEGOTIATE A CONTRACT**

WHEREAS, the City of Falcon Heights anticipates a temporary vacancy in the City Planner position due to a planned leave of absence for a period of up to five months; and

WHEREAS, the City has a need to ensure continuity of planning services during this period, including review of land use applications, preparation of staff reports, attendance at Planning Commission and City Council meetings, ordinance drafting, and related planning activities; and

WHEREAS, City staff solicited proposals from two firms experienced in providing interim planning services to municipalities; and

WHEREAS, Bolton & Menk was evaluated as providing the highest overall value and best fit for the City's needs based on experience, qualifications, service approach, responsiveness, and cost; and


WHEREAS, Bolton & Menk has identified TJ Hofer as the primary planning consultant for the City and has demonstrated the capacity to begin providing services immediately if needed; and
WHEREAS, the City Council finds that engaging Bolton & Menk for interim planning services is in the best interests of the City.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the proposal submitted by Bolton & Menk to provide interim planning services is hereby accepted; and


BE IT FURTHER RESOLVED that the City Administrator is authorized to negotiate and execute a professional services agreement with Bolton & Menk, subject to review by the City Attorney and within the budgetary parameters presented to the City Council

ADOPTED this 10th day of June, 2026 by the City Council of Falcon Heights, Minnesota.

Moved by: Mogen

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 4 In Favor
MAY
MIELKE
MOGEN 0 Against
WASSENBERG

Attested by: 
Jack Linehan
City Administrator