

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

AGENDA
July 8, 2026 at 7:00 P.M.

- A. CALL TO ORDER: 7:07 P.m.
- B. ROLL CALL: GUSTAFSON ☒ MAY ☒ MOGEN ☒
MIELKE ☒ WASSENBERG ☒
- STAFF PRESENT: LINEHAN ☒
- C. APPROVAL OF AGENDA Mogen 5-0 to continue discussion OK H-4
- D. PRESENTATION
- E. APPROVAL OF MINUTES: Wassenberg 5-0
1. June 10, 2026 City Council Workshop Meeting Minutes
 2. June 10, 2026 City Council Meeting Minutes
 3. June 22, 2026 City Council Special Workshop Meeting Minutes
 4. June 22, 2026 City Council Special Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA: Gustafson 5-0
1. General Disbursements through 7/2/26: \$16,685.24
Payroll through 7/2/26: \$19,969.54
Wire Payments through 7/2/26: \$18,158.96
 2. Approval of Resolution 26-63 Authorizing the Purchase of Community Park Furnishings
 3. Approval of Resolution 26-64 Approving an Estoppel Certificate for Fairway Commons, Limited Partnership
 4. Approval of Resolution 26-65 Approving an Encroachment Agreement at 1670 Larpenteur Avenue (Fairway Commons)
 5. Approval of Resolution 26-66 Approving the Declaration for Maintenance of Stormwater Facilities for Fairway Commons, Limited Partnership
- H. POLICY ITEMS:
1. Approval of Ordinance 26-07 Amending Chapter 14 of the Falcon Heights City Code Concerning Commercial Parking Lot Licenses Mogen 5-0
 2. Approval of Ordinance 26-08 Amending Chapter 113 of the Falcon Heights City Code Concerning Commercial Parking Lot Licenses Mogen 5-0
 3. Consideration of Amending the 2026 Fee Schedule Ordinance to Modify Parking Fines and to Establish a Commercial Parking Lot License Fee — Item tabled

4. Continued Discussion of State Fair
Parking Passes

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:

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

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

MINUTES
June 10, 2026
6:00 P.M.

- A. CALL TO ORDER: 6:01 P.M.
- B. ROLL CALL: GUSTAFSON X MAY X
 MIELKE excused absence MOGEN X WASSENBERG X
- STAFF PRESENT: LINEHAN X
- C. POLICY ITEMS:
1. Les Bolstad Golf Course Sale Discussion (6:00 P.M.)

Linehan provided an update on the University of Minnesota's selection of Rachel Development as the buyer for the Les Bolstad Golf Course site, announced the previous Friday. The University had received five proposals and evaluated them based on fit with the City's vision, price, and financial stability of the developer. The Board of Regents Finance and Operations Committee was scheduled to review the proposal the following day, with a full Board vote anticipated at the end of June or in July. Linehan noted that once the Board approves the sale, the project effectively transitions from a University matter to a city-led process.

Linehan introduced a RACI matrix framework (Responsible, Accountable, Consulted, Informed) as a potential tool for clarifying roles among the City Council, Planning Commission, Community Advisory Committee (CAC), Technical Advisory Committee (TAC), and other commissions throughout the development process. He explained that a key principle of RACI is that only one party holds responsibility and one holds accountability for any given task, preventing overlap and confusion.

Mogen sought clarification on the CAC's specific role, noting that while they would not formally approve items such as an Environmental Assessment Worksheet (EAW) or an Alternative Urban Areawide Review (AUAR), they would be doing substantive preparatory work toward a master plan recommendation.

Linehan confirmed the CAC's role is advisory and recommending — they would work through the details with the developer and recommend a master plan to the City Council and Planning Commission, who hold formal approval authority.

Wassenberg agreed that the RACI framework was well-suited to distinguishing who does the work from who makes the final decision, and suggested that commissions may serve a "support" function distinct from being formally consulted. He recommended that

staff prepare a first draft of the completed RACI matrix for council review, rather than working through it line by line during a meeting.

May agreed with that approach and emphasized the value of linking the RACI matrix to the existing project timeline as a living document. She also highlighted the importance of defining how city commissions, particularly the Environment Commission, given the City's Climate Action Plan, could support their CAC representatives.

Linehan confirmed that periodic check-ins between the CAC, TAC, and City Council were already built into the process map, with the intent to ensure alignment at key milestones.

Regarding the timeline, Linehan noted that the developer's purchase agreement with the University contemplates a contingency period of at least 12 months with multiple extension options, aligning closely with the city's projected master plan adoption timeline of approximately 20 months, placing a potential closing near the end of 2027.

Mogen raised a concern about the Snelling-Larpenteur Corridor Study being treated as a baseline document for the development. He stated that he does not view it as a foundational planning document, and expressed a desire for the developer and the CAC to understand early on that the City's visioning document — not the Corridor Study — should be the primary reference point, so there would be no confusion later about a change in direction.

Gustafson provided context, noting that the Corridor Study had originally focused on blighted properties along Larpenteur Avenue and that the golf course was incorporated somewhat incidentally as it came into consideration during the same period.

Linehan offered that the two documents are not in conflict — both emphasize open space at roughly 18–20 percent of the land, prioritize higher-density housing, affordable housing, green initiatives, and trail connectivity — but acknowledged the Corridor Study's limitations, including that it never resulted in a comprehensive plan amendment or rezoning. The current comprehensive plan still designates the site as a golf course.

Mogen affirmed that while the corridor study has value, the critical point is that the City should communicate openly with the developer early and collaboratively, rather than risk a developer claiming mid-process that they had been working off of a document the City later departed from.

Council reached consensus directing staff and consultants to prepare a draft RACI matrix for council review, with descriptions of key deliverables and identification of major decision milestones. It was agreed that the document would be a living record, updated as the process evolves.

2. Falcon Heights Elementary Backstop (6:30 P.M.)

Linehan provided background on the removal of one of two baseball backstops at Falcon Heights Elementary. He explained that the City and school had historically partnered closely on programming and grounds maintenance, a relationship that had

lapsed in the late 2000s to early 2010s. Re-establishing that relationship had been identified as a City Council goal. When the school received a Tree Trust grant for a tree planting project, Linehan participated on the working group, and the school subsequently asked whether the City could assist with some physical site improvements, including removing a backstop that was interfering with their project area. Staff confirmed the city had no planned programming uses for the backstop and agreed to assist. City crews removed the structure at the school's request, which subsequently generated community concern and questions about who had made the decision.

Council members broadly agreed that the school, as the property owner, had the authority to make that decision, and that the City's involvement was appropriate assistance to a neighbor.

Wassenberg noted that if there was any misstep, it may have been in the school's outreach to the surrounding neighborhood prior to the removal, but that the City had properly acted in a consulting and supporting capacity, not as a decision-maker.

Mogen clarified that he viewed the two underlying questions — whether it was appropriate for the city to use public works staff to assist, and whose decision it was to remove the backstop — as separate issues that had been conflated in public discourse. He expressed no concern about the use of public works for such assistance and said he would like the City to be even more proactive in offering help to the schools where feasible.

May agreed that the school had clear authority over their property, but suggested the Council be informed of such partnerships in advance so they are not caught off guard by resident questions. She also raised the broader concept of developing informal guidelines for when public works assistance to outside entities is appropriate, so that staff have a reference point for future requests — particularly as occasional one-time help could evolve into ongoing service commitments.

Mogen agreed with the spirit of that idea while noting he would not want overly formal processes to slow down the City's ability to be a responsive neighbor.

Linehan used the opportunity to raise the related question of the northeast quadrant's lack of a dedicated city park, noting that Falcon Heights Elementary serves as the de facto park for many nearby residents. He suggested that a future parks master plan — the last one having been completed in 2014 — could explore a formal partnership with the school around shared use and potential city investment in maintenance, in exchange for broader community access outside of school hours.

Council members responded positively to the idea as a longer-term consideration, while acknowledging the inherent constraints of school property use during school hours.

No formal action was taken. Council reached general consensus that the backstop removal was handled appropriately, and that future opportunities for a structured school partnership and a parks planning process merit further exploration.

D. ADJOURNMENT: 6:57 P.M.

Wassenberg motions to adjourn the workshop meeting;

Approved 4-0

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

Dated this 8th day of July, 2026


Randall C. Gustafson, Mayor


Jack Linehan, City Administrator

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

MINUTES - 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_(excused absence)__ WASSENBERG__X__
STAFF PRESENT: LINEHAN__X__
- C. APPROVAL OF AGENDA
Mayor Gustafson motions to approve the agenda with no changes
noted;
Approved 4-0
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
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
Councilmember May motions to approve the meeting minutes;
Approved 4-0
- 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

Linehan provided a staff overview of Ordinance 26-05. He explained that the proposal arose from the State Fair Task Force 2.0, which recommended moving away from the criminal petty misdemeanor process for non-moving parking violations associated with the City's pay-by-mobile parking program. Under the existing process, parking ambassadors identified violations, contacted police officers to issue tickets, and fines were collected through the court system — a process that proved cumbersome during the 2025 State Fair and resulted in inconsistent fine collection.

Linehan outlined the key rationale for the change: administrative citations are civil penalties that do not appear on a violator's driving record, they relieve the overburdened court system, and they free up police officers to focus on traffic and public safety rather than issuing parking tickets. He noted that of approximately 600

citations issued during the 2025 fair, roughly 560 were for non-payment of parking fees – a category well-suited to an administrative process. The ordinance would amend Chapter 30 of the City Code, establish a formal administrative hearing process with due process protections, and authorize the City Council to set fine amounts through the fee schedule. Recipients would have 14 business days to pay or request a hearing.

Mayor Gustafson opened the public hearing. No members of the public came forward to speak. The public hearing was called for additional speakers twice more before being closed by consent.

Wassenberg expressed strong support for the ordinance, highlighting that it decriminalizes what is essentially a minor infraction, keeps violations out of the overburdened court system, and frees police resources for genuine safety matters. He also noted that the administrative process gives the city greater flexibility to consider the circumstances surrounding individual infractions – something that is more difficult once a matter enters the criminal court system.

May, who had served on the State Fair Task Force, echoed these points and added that resident survey results as well as direct conversations with police officers both confirmed that police time would be better directed toward public safety. She expressed her intent to hold further concerns for the implementation discussion, but affirmed her support for reducing the fine amount to better fit the nature of the infraction and for the decriminalization aspect.

Mogen supported the ordinance and noted the additional benefit of establishing administrative citations as a flexible enforcement tool that could be extended to other less-serious City Code violations in the future.

Gustafson concurred with all members, noting the ordinance resolves enforcement challenges that have persisted for some time.

Councilmember Mogen motions to approve 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;
Approved 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
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

Linehan introduced the T2 Systems proposal as the operational follow-up to Ordinance 26-05, presenting a slideshow demonstration of the system. He described the deficiencies of the 2025 fair enforcement process, in which parking ambassadors manually searched license plates on cell phones and then texted violations to police officers who were simultaneously responding to other calls. The proposed T2 Systems solution would replace that process with three handheld all-in-one devices combining a license plate reader, phone, and ticket printer, all integrated directly with the ParkMobile payment database. The devices would automatically check whether a vehicle had paid, alert the ambassador, and allow them to print a citation on the spot with photos attached. If a citation goes unpaid within 14 days, T2 Systems automatically runs a license plate owner lookup (\$2.50 per search) and mails a collection letter (\$1.30 per letter). Linehan noted that, unlike police license plate readers, the city's devices would have no connection to law enforcement databases — they would only check whether a plate had paid for parking.

The three-year contract, sourced through the Sourcewell state cooperative purchasing agreement, was priced at \$20,020 in year one and \$8,496 in each of years two and three, plus tax, for a total of \$39,279.84. Two competing vendors were reviewed; the other vendor was approximately three times more expensive. Linehan noted T2 Systems has a direct integration with ParkMobile and is used by several Minnesota cities including Mankato and Red Wing, as well as by the Hibbing Police Department.

Linehan also highlighted the data analytics features of the system, including GPS tracking of ambassadors, mapping of citation locations, and per-officer citation reports — tools that could help refine signage strategy and ambassador deployment in future years. He further noted that the platform could be expanded to support citywide parking permits and, potentially, code enforcement citations for an additional approximately \$2,000.

Wassenberg clarified that even with lower proposed fine amounts, citation revenue was expected to cover the cost of the program, as the city would now collect a higher percentage of fines than it had through the court system. He also noted the system's primary benefit is streamlining the ambassador's enforcement workflow, not just managing citations after the fact.

Linehan confirmed that police officers would continue to handle violations involving public safety concerns — such as parking too close to intersections, blocking alleys, or situations requiring a tow — while ambassadors would focus exclusively on non-payment of parking fees. He acknowledged that it would be unreasonable to train seasonal ambassadors to make the same judgment calls that police officers develop through field training.

Wassenberg raised the question of potential "double fining" for vehicles that were both parked unsafely and had not paid. The consensus was that a vehicle parked illegally — such as at a corner — would not be in a designated paid parking zone and therefore would not be subject to a non-payment citation; only one ticket would apply.

May raised two additional concerns, first, regarding data privacy. May asked what protections exist against hacking and whether any collected data could be accessed by or sold to third parties, including federal agencies.

Linehan acknowledged the contract was still under attorney review, noting that T2 Systems segregates client data to prevent cross-contamination in the event of a breach, and that the system does not tie into law enforcement databases. He committed to ensuring those data protection provisions are addressed in the final contract.

Wassenberg noted the presentation materials did not include a security statement and asked that it be incorporated into the contract review.

Mogen and another council member independently raised concerns about data commercialization — specifically whether license plate data collected through the system could be sold or used for marketing purposes — and indicated this should be clearly prohibited in the contract terms.

Second, May raised the issue of ambassador safety, noting that issuing citations directly creates a more confrontational dynamic than simply reporting violations to police.

Linehan confirmed that de-escalation training, supervisor contact protocols, and a clear directive to leave any unsafe situation had been part of ambassador training in 2025 and would continue. He also noted the ambassadors do not carry money, reducing one incentive for confrontation, and that police officers would remain present and accessible throughout the neighborhood. He acknowledged that the higher-than-average seasonal wage reflects, in part, the unique demands of the role.

Mogen noted the system's affordability, expressed appreciation that two vendors were evaluated, and was supportive, given the company's track record with comparable municipalities.

Councilmember Wassenberg motions to approve Resolution 26-52
Accepting a Proposal from T2 Systems Incorporated for the
Administrative Citation Hardware, Subscriptions, and Services Using the
State Purchasing Agreement for Parking Violations;

Approved 4-0

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

Linehan introduced this item by explaining that an upcoming planned leave from the City Planner position — with timing still to be determined — created a need for interim planning coverage during a critical period. Planning is an area in which no other city staff member can step in to conduct plan reviews, and the City is currently managing several complex projects, most notably the Fairway Commons development, which

involves a high volume of ongoing plan review and data analysis. He noted that the City has contracted for interim planning services in the past.

Staff requested proposals from two qualified firms — Bolton & Menk and Landform — both of which were available to begin immediately. After a weighted evaluation across criteria including relevant experience, primary contact qualifications, service approach, responsiveness, and cost, Bolton & Menk scored higher overall (4.15 vs. 3.95). The designated primary planner, TJ Hofer, was described as highly experienced, having served as interim planner in Arden Hills and as the designated planner for Scandia and Taylors Falls, with specific experience on large-scale developments. Senior Planning Advisor Jenni Faulkner, who led Burnsville's community development department for 20 years, would provide additional expertise on complex matters. The estimated monthly cost ranged from \$6,000 to \$8,500, depending on service needs. Linehan also noted that Bolton & Menk is the City's existing consultant for the Les Bolstad Golf Course redevelopment, providing an added coordination benefit between the interim planning role and the city's largest pending planning project.

May stated the engagement appeared necessary and that the two firms scored similarly overall, making Bolton & Menk's familiarity with the city's existing projects a sensible tiebreaker. She expressed confidence in the selection.

Mogen wanted to identify Landform as "Firm B" for the public record, which Linehan confirmed, noting it was the other firm evaluated.

Council members expressed general support, agreeing that the cost was reasonable and the timing important given the pending workload.

Councilmember Mogen motions to approve Resolution 26-53 Accepting a Proposal from Bolton & Menk for Interim Planning Services and Authorizing the City Administrator to Negotiate a Contract;

Approved 4-0

I: INFORMATION / ANNOUNCEMENTS:

Mogen reported that the Planning Commission did not meet in the prior month and is scheduled to meet on June 23rd. He had no other items to report.

Wassenberg announced that Falcon Heights' Night at the Goldstein Museum of Design is scheduled for Thursday, June 18, from 5:00 to 6:30 PM at the University of Minnesota St. Paul campus. He described it as a hidden gem in the neighborhood and encouraged residents to attend. He also reported in his capacity as liaison to Northeast Youth and Family Services (NYFS) that the organization is progressing through its annual budgeting process on a more stable footing than in prior years, improving consistency for both staff and clients. He noted NYFS is accepting donations of toiletries and personal care supplies for its emergency pantry, and encouraged residents to reach out to the organization.

May reported that the Environment Commission had a productive meeting, identifying near-term goals within the Climate Action Plan focused on waste management, and discussing how the commission can better support the city's representative on the Community Advisory Committee (CAC). She noted that the commission is still looking for tree placement locations

and encouraged residents to contact city staff if interested. The Lawn and Garden Tour is planned for July 18th, with garden sign-ups open through the end of June; this year, a Ramsey County garden educator will circulate among the participating gardens. May also reported attending a quarterly Active Living meeting organized by Ramsey County and the Met Council, which she described as a valuable resource for grant opportunities related to walking, biking, and multimodal transportation.

Gustafson reported that the Parks and Recreation Commission did not hold its June meeting, as members are instead conducting individual park audits. A vacancy exists on the commission, with applications accepted through June 28th. The July meeting has been rescheduled from Monday, July 6th, to Thursday, July 9th, due to the Philando Castile candlelight vigil and Unity Day observances occurring earlier that week. The Ice Cream Social is scheduled for the third Thursday of July.

May added that the July 6th candlelight vigil marks the 10th anniversary of Philando Castile's shooting, and that parking has been arranged in the north end of the State Fair parking lots to make attendance easier for residents.

Linehan reported that the Community Park improvement project is progressing well. The parking lot is fully striped — effectively doubling the available parking without expanding the lot's footprint — and only required the concrete gutter pour to cure before opening. Remaining work includes final walkways, water connection permitting, seeding, final cleanup, and staining wood surfaces on the interior and exterior of the building. Staff anticipates the park will be ready for a soft launch of the splash pad before the Ice Cream Social, which would serve as the official ribbon-cutting. Linehan also noted that the Community Engagement Commission is likely to cancel its upcoming meeting, with the goal of introducing members to a new staff liaison at the July meeting; hiring for the Administrative and Communications Coordinator position is underway with a strong applicant pool. He reported that Saint Anthony Village has formally approved a joint powers agreement with the Minnesota State Fair for law enforcement services — a long-standing goal of the State Fair Task Force. The CAC's second meeting will be held the following week, beginning at 6:00 p.m. with a walking tour of the Highland Bridge development in Saint Paul, followed by a meeting at a nearby venue to discuss community engagement strategies for the golf course project. Finally, Linehan announced that the City's new website at falconheightsmn.gov has launched, including a feature allowing residents to sign up for email or text notifications when new council agendas are published.

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.

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

K: ADJOURNMENT: 8:07 P.M.

Councilmember May motions to adjourn;
Approved 4-0

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

Dated this 8th day of July, 2026



Randall C. Gustafson, Mayor



Jack Linehan, City Administrator

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

MINUTES
June 22, 2026
6:00 P.M.

- A. CALL TO ORDER: 6:00 P.M.
- B. ROLL CALL: GUSTAFSON__X__ MAY__X__
 MIELKE_virtual__ MOGEN__X__ WASSENBERG__X__
- STAFF PRESENT: LINEHAN__X__
- C. POLICY ITEMS:
1. Proposed Changes to 2026 Fee Schedule (6:00 P.M.)

Linehan introduced the proposed fee schedule amendments, noting that rather than bringing changes individually, staff had consolidated several items for efficiency. Additions were indicated with underlines and removals with strikethroughs throughout the document.

Commercial Lot License Fee (Page 6 of the packet): Linehan proposed a \$35 fee for the upcoming commercial lot license, noting it was designed to cover approximately half an hour of staff time per license. He acknowledged this was likely on the low end but was intended to remain fair to Falcon Heights businesses, with the understanding that the fee could be reassessed if administration proved more time-intensive. The commercial lot ordinance itself was not yet ready, as the Planning Commission was scheduled to address the related zoning district question the following evening. The license and its fee would come before the Council on July 8th.

Community Park Facility Rental Fees (Page 11 of the packet): Linehan presented existing rental fees and suggested future determinations should be made for the new Community Park shelter and kitchen, which would begin accepting fall reservations once formally announced. He clarified that renters would receive exclusive use of the shelter, kitchen/servery, and seating underneath, but not the adjacent bathrooms, playground, or splash pad. Access to the kitchen would be secured via a temporary code issued with the reservation. The goal was to keep restrooms accessible to the public throughout the day.

The Council discussed the logistics of same-day "flip" rentals — scheduling a morning and afternoon rental back-to-back — and the cleaning challenges that would create.

Mogen raised the need for a clear, pre-established cleaning plan rather than an ad hoc response, emphasizing that staff should not be scrambling to find public works

personnel after a group departs. He also suggested that cleaning costs should be charged at actual cost rather than capped at the deposit amount, so that a large mess does not simply become a convenient flat fee.

May suggested that a straightforward deposit forfeiture — rather than a tiered schedule of infractions — was the cleaner approach, while also recommending the deposit be set at a level that meaningfully deters negligent cleanup.

Wassenberg suggested contacting Roseville to learn from their shelter rental experience and policies.

Gustafson raised the question of whether to limit rentals to one per day to avoid the logistical burden of turnovers.

Linehan acknowledged that the rental policy had not yet been fully developed, and that the Parks Commission would need to adopt a formal policy addressing all of these operational details. He noted that demand for rentals was already significant, with residents actively inquiring about availability.

The Council concurred that while fees should be set, the underlying policy needed substantially more development before finalization, with a possible August timeline for final adoption.

Administrative Citation Fees for ParkMobile Parking The primary driver of the fee schedule update was the establishment of fees for administrative citations related to non-payment of parking through the ParkMobile app. Linehan explained that the T2 Systems platform would handle much of the back-end processing, including issuing tickets and managing payment workflows. If a vehicle owner did not pay within the initial window, T2 would conduct a license plate lookup to identify the registered owner and send a notice — each step incurring a small additional cost to the city.

The Council discussed at length the appropriate structure and amounts for the citation fine schedule.

Mogen proposed a tiered approach: a modest surcharge for prompt payment, a higher fine if paid within 14 days, and a further escalation if the matter proceeded toward collections or a hearing. He expressed concern that a \$60 fine payable within 14 days — as originally proposed — was high enough that recipients might be inclined to contest the ticket, creating additional administrative burden. He suggested that keeping the initial fine low would encourage prompt voluntary payment.

Wassenberg agreed, noting that given the tight enforcement by parking ambassadors, the rate of unpaid violations would be low, and that the goal should be to make it easy and inexpensive for people to simply pay rather than contest. He suggested the fine, at the early payment tier, should cover the \$25 parking fee plus a reasonable administrative cost — perhaps in the range of \$20 — rather than a punitive amount.

May proposed a structure with a minimal fine if paid immediately upon returning to the vehicle, escalating to a mid-level fine within 14 days, and a higher amount beyond that.

She recommended keeping the tier structure simple — no more than two or three levels — to avoid complexity and disputes.

After discussion, the Council converged on the following general framework for staff to bring back on July 8th:

- Within 72 hours: \$35 plus credit card convenience fee
- Days 3–14: \$60 plus credit card convenience fee
- Days 15–59: \$85 plus credit card convenience fee
- Day 60+: \$100 plus 30% (collections threshold)

Linehan confirmed this approach and noted that the 14-day window aligned with standard administrative citation practice, including the city's existing framework for sheriff-issued citations.

Credit Card Processing Fees: Linehan noted that the City was currently running two credit card processing vendors: AllPaid (in use since approximately 2018–2019), and the newer Payroc, which is specific to iWorQ, used for the city's online permitting system. Staff proposed formally listing both fee structures in the fee schedule, with clear distinctions: The Council accepted this approach and asked that the final version clearly specify which fee applies to building permits versus other transactions.

Other Fee Schedule Notes: Wassenberg flagged that the community garden plot fee entry should be repositioned in the document to avoid confusion with nearby items.

Linehan noted that the City does not currently charge for the resident handbook distributed to new residents, and that the existing fee entry was a legacy item created in case realtors requested bulk copies — a practice that staff confirmed was not actively charged.

The Council was satisfied with this explanation.

Linehan also noted additional fee items in development that were not yet ready for consideration, including a zoning letter/inquiry fee and escrow fees related to anticipated community development activity near the golf course.

The Council directed staff to bring a revised fee schedule — with the administrative citation structure refined, the credit card fee descriptions clarified, and the community park rental policy further developed — for action at the July 8th meeting, with some components potentially returning in August.

2. Coalition for Safe & Stable Communities Phase II Consideration (6:20 P.M.)

Mayor Gustafson summarized a meeting held the prior week in New Brighton, attended by mayors and administrators from approximately 24–26 cities, at which the accomplishments of the Coalition for Safe & Stable Communities Phase I were reviewed

and Phase II was introduced. The group's organizing rationale was to maintain the inter-municipal coalition rather than allow it to dissolve and require reformation should new challenges emerge.

The total Phase II cost to all participating cities is \$30,000 for one year, with Minnetonka holding the contract with the consulting firm Momentum. With 22 of the 26 cities having already committed, Falcon Heights' share would be approximately \$1,200–\$1,500. Gustafson indicated he had tentatively signaled Falcon Heights' likely participation at the meeting.

Wassenberg acknowledged some skepticism about Phase I's outcomes, stating that the listed accomplishments had seemed focused primarily on securing state funding for cities rather than on more substantive organizational or legal efforts at the federal level. He remained open to being convinced of the coalition's value, but asked for more detail on what Phase II would actually accomplish.

Mogen raised concern about the organization becoming a "zombie" — continuing indefinitely without a clear purpose — and asked whether participation provided any meaningful benefit to city administration or staff capacity.

Linehan offered that Phase I had provided real value through centralized information sharing during a period of significant federal uncertainty, bringing elected officials together into a unified regional voice that represented a meaningful share of the state's population. He noted that neither the League of Minnesota Cities nor Metro Cities — the two other organizations Falcon Heights belongs to, at a combined cost of roughly \$14,000–\$15,000 per year — conduct any federal-level advocacy, making this coalition the only vehicle for that function.

For Phase II, Linehan indicated the group's anticipated focus would be election security — specifically, countering narratives at the federal level questioning the integrity of Minnesota elections.

Wassenberg noted the relevance of that focus given recent federal activity around mail-in ballots.

The Council broadly agreed that the cost was modest, the value was reasonable, and participation was appropriate, with the understanding that this was a one-year commitment subject to evaluation before any future renewal.

3. Other Council Topics & Future Agenda Item Discussion (6:40 P.M.)

Linehan identified the following items for upcoming agendas:

- July 8th: Discussion of resident State Fair parking pass policy, to provide direction ahead of the mailing cycle. Staff noted the City was currently operating under the 2025 framework and needed Council direction on any changes.
- July (Budget Workshop 1) and August (additional budget workshops): Scheduled budget discussions.

- Linehan also noted a correction to the current agenda: the CAC review and selection item had been inadvertently referenced in the staff report due to use of an old RCA template, and was not intended to be on this workshop's agenda.

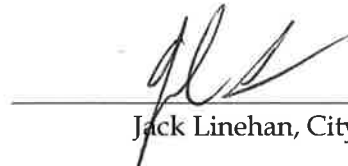
D. ADJOURNMENT: 6:58 P.M.

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.

Dated this 8th day of July, 2026



Randall C. Gustafson, Mayor



Jack Linehan, City Administrator

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CITY OF FALCON HEIGHTS
Special Meeting of the City Council
City Hall

2077 West Larpenteur Avenue / Zoom*

**Council Member Mielke attended this meeting via interactive technology, in accordance with MN Statutes Sec. 13D.02. Public comment or participation was not available for remote attendees.*

MINUTES

June 22, 2026 at 7:00 P.M.

- A. CALL TO ORDER: 7:04 P.M.
- B. ROLL CALL: GUSTAFSON__X__ MAY_X__ MOGEN_X__

MIELKE _remote_ WASSENBERG_X__

STAFF PRESENT: LINEHAN_X__ HENRICKSEN_X__

- C. APPROVAL OF AGENDA

No changes were proposed. Upon a roll call vote, the
agenda was approved 5-0.

Gustafson_ Aye

May_ Aye

Mogen_ Aye

Mielke (remote)_ Aye

Wassenberg_ Aye

- D. PRESENTATION

- E. APPROVAL OF MINUTES:

- F. PUBLIC HEARINGS:

1. Issuance of Conduit Multifamily Housing Revenue Notes for Multifamily Housing Project (Fairway Commons)

City Administrator Linehan presented an overview of the proposed conduit bond issuance for Fairway Commons, a proposed 110-unit age-restricted multifamily rental development to be located at 1670 Larpenteur Avenue West. The project had previously received zoning approvals from the City Council and Planning Commission.

Linehan explained that the borrower, Fairway Commons, requested that the City issue conduit revenue notes to finance the acquisition, construction, and equipping of the project. In December 2025, the Council adopted Resolution 25-109, granting initial approval and authorizing the city's application for a volume cap. The city subsequently received a state allocation of \$22,790,000 in tax-exempt bonding authority in January 2026. Linehan emphasized that the notes carry no financial liability for the City; they do not constitute city debt, do not affect the City's bond rating or debt limits, and all repayment obligations rest solely with the borrower. The City would receive an issuer fee estimated at approximately \$62,000, representing one-quarter of one percent of the

note amount. The issuance was drafted by bond counsel Taft Law, with a deadline of July 11, 2026, before the City's volume cap allocation would expire.

The public hearing was opened. Margaret Clarkin of 1618 Hollywood Court came forward to ask a general question about the location of the project, which the Mayor briefly clarified. No other members of the public came forward, and the hearing was closed by consent after three calls.

During council discussion, May asked for clarification on the concept of "volume cap," which Linehan explained is a state-imposed limit on tax-exempt bonding authority, noting that conduit revenue notes are exempt from the City's own volume cap.

May also asked about the consequences of cost overruns (the borrower's sole responsibility), the meaning of "long-term" income and rent restrictions, and what would happen to affordability requirements after the bond period expires.

Linehan clarified that the Met Council financing agreement attached to the project carries a longer affordability restriction period – potentially 30 years – and that it is highly unusual for affordable housing to revert to market rate.

Mogen stated he was satisfied that the city bore no liability and that the project would facilitate affordable housing for older adults.

Council Member Mogen moved approval of Resolution 26-54
Authorizing the Issuance of Multifamily Conduit Revenue Bonds
for the Fairway Commons Project.
The motion carried 5-0 on a roll call vote.
Gustafson_ Aye
May_ Aye
Mogen_ Aye
Mielke (remote) _Aye
Wassenberg_ Aye

2. Approval of Resolution 26-55 Approving the Vacation of Storm Sewer Easement at 1670 Larpenteur Avenue (Fairway Commons)

City Engineer Henricksen presented an overview of the proposed vacation of a public storm sewer easement at 1670 Larpenteur Avenue. He explained that an Alta survey conducted during development review identified two storm sewer easements on the property. The easement subject to tonight's hearing is a 10-foot-wide drainage and utility easement in favor of Falcon Heights, located on the south side of the property. A separate easement on the north side of the property benefits Ramsey County; the applicant was concurrently pursuing vacation of that easement before the Ramsey County Board on July 7th.

Henricksen explained that the vacation is necessary because the current storm sewer pipe runs through the footprint of the approved Fairway Commons building. The developer proposed relocating the pipe slightly to the east to facilitate construction, after which a

new public easement over the relocated pipe would be recorded. Staff recommended approval, as the relocation maintains the benefit of the public storm sewer infrastructure and is consistent with the approved development. Henricksen also noted that a companion item on the consent agenda included the new drainage and utility easement and an encroachment agreement.

The public hearing was opened.

Margaret Clarkin of 1618 Hollywood Court expressed confusion over the public notice she received, stating the letter was "clear as mud" and asking whether Hollywood Court would be affected by any construction or street disruption, noting she had seen orange utility flags in the area.

Farook Meah of 1597 Hollywood Court also came forward, noting that Hollywood Court lacked storm sewer infrastructure and asked whether it would be connected to the new line.

After three calls for additional comment, the public hearing was closed by consent.

In response to public questions, Henricksen clarified during council discussion that the vacation and pipe relocation are entirely contained within the 1670 Larpenteur Avenue property and have no direct impact on Hollywood Court. He displayed a map showing the red storm sewer lines and confirmed that no construction would extend into the abutting residential street. He also explained that by state statute, the City is required to notify all properties within a buffer area around a vacated public easement, which is why neighboring residents received notice, even if they are not directly impacted.

Regarding the orange flags seen in the area, Linehan clarified that a private utility, Arvig Enterprises, was relocating cable and fiber infrastructure from a building on the southern portion of the development site to a new building on State Fair property, routing conduit through the alleyway. This work was authorized by city right-of-way and driveway permits, but is entirely a private matter between the developer and the utility.

Council Member Mogen asked about the drainage pattern of the existing pipe and how it interacts with Ramsey County's easement.

Henricksen explained that the pipe collects stormwater from Larpenteur Avenue as well as several local streets, and that Ramsey County's cost participation policy makes the county responsible for catch basin leads from county roads to the main line.

Wassenberg summarized the core purpose of the action: the pipe must be relocated because it presently runs under the footprint of the future apartment building, and the easement is being vacated and re-recorded over the new pipe location.

The Council concurred that this was a straightforward procedural matter required by law.

Council Member Wassenberg moved approval of Resolution 26-55
Approving the Vacation of the Storm Sewer Easement at 1670
Larpenteur Avenue. The motion carried 5-0 on a roll call vote.

Gustafson_ Aye
May_ Aye

Mogen_ Aye
Mielke (remote) _Aye
Wassenberg_ Aye

G. CONSENT AGENDA:

1. General Disbursements through 6/17/26: \$232,494.89
Payroll through 6/18/26: \$22,289.46
Wire/ACH Payments through 6/18/26: \$339,420.68
2. Approval of Resolution 26-56 Supporting the City of Falcon Heights' Application to the 2026 Regional Active Transportation Planning Grant Program
3. Approval of Resolution 26-57 Appointing Megan Siddons as Administrative and Communications Coordinator
4. Acceptance of a Quote from Northland Recreation for Removal of Community Park Playground - Community Park Renovation Project #01
5. Approval of Resolution 26-59 Approving an Encroachment Agreement at 1670 Larpenteur Avenue (Fairway Commons)

Mayor Gustafson moved approval of the consent agenda.
The motion carried 5-0 on a roll call vote.

Gustafson_ Aye
May_ Aye
Mogen_ Aye
Mielke (remote) _Aye
Wassenberg_ Aye

Following approval, Linehan offered brief remarks on several items. He noted excitement about the active transportation grant application and explained that the playground removal for Community Park had been reassigned to the playground vendor, Northland Recreation, rather New Look Contracting, which would keep the playground operational through the summer until the new equipment is installed. He also formally introduced Megan Siddons, newly appointed as Administrative and Communications Coordinator, noting that a highly competitive search had produced a strong candidate pool and that the staff panel had unanimously supported her selection.

Siddons briefly addressed the Council, expressing enthusiasm for returning to the City and meeting the new council members.

Wassenberg asked for an updated timeline on the new Community Park playground.

Linehan indicated that equipment delivery is expected August 1st, with approximately 30 days for installation, followed by a 5-day curing period for the poured-in-place rubber surface, and then fence installation. A mid-September opening is the target, though he cautioned that delays could push the project into October, at which point cold overnight

temperatures would make the rubber surface installation infeasible, potentially deferring completion until spring 2027.

H: POLICY ITEMS:

1. Approval of Resolution 26-60 Amending the Administrative Manual: Section VII Guidelines for Snow and Ice Control to Facilitate the City Plowing of Alleyways in Falcon Heights

Linehan provided background on the City's incremental expansion of snow removal services since 2022, which has included Larpenteur Avenue, Lauderdale, newly constructed sidewalks, and additional commercial properties. He explained that alley plowing had been identified as a further service the City could provide, noting that most alleys in Falcon Heights—excluding Hollywood Court—are currently maintained through informal resident-organized agreements, where a neighborhood coordinator collects funds and contracts privately for plowing. This arrangement can be burdensome and uneven.

The city held an open house on May 27th with representatives from nearly every alleyway in Falcon Heights, either in attendance or via written comment. The feedback was strongly supportive of the City assuming responsibility. Staff recommended adopting the policy amendment to formally add alley plowing to the City's snow removal program, beginning in the 2026 snow season.

Council discussion touched on the broader issue of pedestrian infrastructure.

Mogen expressed continued concern that the priority list in the policy document places vehicular routes ahead of pedestrian pathways, and stated his intention to revisit the issue if sidewalk clearance is not elevated as a priority in the future.

May agreed, arguing that assuming alley plowing would actually improve efficiency for public works by eliminating the need to return repeatedly to remove berms created by private operators. She did not view the alley and sidewalk plowing priorities as conflicting objectives.

A member of the public, Rich Rodich of 1341 Idaho Avenue, an alley coordinator of approximately 20 years, addressed the Council informally at their invitation. He expressed strong support for the City taking on this responsibility, and noted the particular challenge of maintaining accessible sidewalks when multiple plowing entities—Saint Paul, Ramsey County, and Falcon Heights—deposit snow from different directions. He noted a wheelchair-dependent neighbor who relies on his diligent sidewalk maintenance.

Council Member Mielke moved approval of Resolution 26-60 Amending the Administrative Manual, Section VII, to Authorize City Plowing of Alleyways in Falcon Heights.
The motion carried 5-0 on a roll call vote.

Gustafson_ Aye
May_ Aye
Mogen_ Aye

2. Consideration of Contract Amendment #1 – WSB Project Management for Community Park Renovation Project #01

Linehan presented a request to approve Contract Amendment #1 with WSB for an additional \$13,680 in project management services related to the Community Park Renovation project. He explained that both the City and WSB had worked to avoid a contract amendment, including reducing in-person meetings, shifting parking lot inspections to Roseville Engineering, and other measures to stay within the original contract budget. However, the remaining scope of work exceeded the available contract funds.

Two primary factors drove the additional costs. First, a significant and unforeseen change in splash pad permitting jurisdiction occurred during the project: Minnesota Department of Health, which had historically permitted all public splash pads, lost its sole inspector to retirement and transferred jurisdiction to the Department of Labor and Industry. The Department of Labor initially required the already-constructed splash pad to be removed due to the proximity of the drain, before ultimately reaching an alternative compliance agreement. This unresolved state-level jurisdictional issue – which Linehan noted affects all splash pads currently being built in Minnesota – generated substantial additional consultant hours. Second, receiving the state Outdoor Recreation Grant requires the fencing contract to be rebid in conformance with prevailing wage requirements, which was not anticipated at the time of the original contract.

May pressed on whether WSB could have provided better guidance earlier in the project, particularly regarding the original building design.

Linehan acknowledged that a significant issue had occurred in the project's history: WSB's original scope was based on a \$3.5 million project that included a community building. When Kraus Anderson was brought in for pre-construction cost estimating in spring 2024, they determined the building would cost \$5.5 million. The City then pivoted to a prefab shelter, which saved approximately \$2 million long-term, but resulted in approximately \$90,000 in sunk design and consulting costs.

Linehan noted this pivot had been the subject of direct conversations with WSB leadership about their performance. The decision to retain WSB was based on the fact that their site planning work remained usable and that WSB itself proposed the prefab shelter solution as a path forward. He clarified that the hours spent finding a path out of the building design problem were not billed to the City.

Council Member Wassenberg moved to authorize the City Administrator to sign Contract Amendment #1 with WSB for finalization of Community Park improvements in the amount of \$13,680.
The motion carried 4-1, with Mielke voting nay.

Gustafson_ Aye
May_ Aye
Mogen_ Aye
Mielke (remote) _Nay
Wassenberg_ Aye

Council Member Mielke cast the sole dissenting vote, citing her experience on the Parks and Recreation Commission and concerns about mismanagement by WSB.

3. Approval of Resolution 26-62 Approving LCDA Loan Documents with Fairway Commons, Limited Partnership

Linehan presented the Livable Communities Development Act (LCDA) loan document approval, a follow-up to the Met Council grant of \$432,500 previously awarded to Fairway Commons. He explained that the Met Council has increasingly offered municipalities the option of structuring these awards as loans rather than grants. The City had used this same structure for the Amber Union project. The rationale, as Linehan understood it, is that a loan instrument—even a forgivable one—counts differently in a developer's financing package than a grant, enabling broader access to private investment capital.

Under this structure, the City acts as a pass-through conduit. The City executes a promissory note with Fairway Commons for \$432,500, secured by a mortgage on the property, with a 30-year term expiring in 2056. The Met Council retains authority over whether and how the funds are ultimately forgiven or redeployed at maturity—typically back into the project or into other affordable housing initiatives. The City bears no financial risk and does not pledge its credit or taxing authority.

Mogen asked clarifying questions about the structure: whether the agreement runs between the City and Fairway Commons (confirmed), whether the Met Council ultimately controls forgiveness (confirmed, in consultation with the City), and whether the City could ever be held responsible for the funds.

Linehan stated he had raised this question with both the Met Council and the City's bond attorneys, and no scenario had been identified in which the City would be liable. Both the city attorney and bond counsel reviewed and approved the documents. Linehan also confirmed that the 30-year loan term reinforces the affordability restriction for the duration.

A brief clerical matter arose regarding the resolution number; the agenda listed the item as Resolution 26-63, but the correct sequential number was determined to be 26-62. The record was corrected accordingly.

Mayor Gustafson moved approval of Resolution 26-62 Approving the LCDA Loan Documents with Fairway Commons, Limited Partnership. The motion carried 5-0 on a roll call vote.

Gustafson_ Aye
May_ Aye
Mogen_ Aye
Mielke (remote)_ Aye
Wassenberg_ Aye

I: INFORMATION / ANNOUNCEMENTS:

May announced that the Environment Commission is recruiting gardens for the Lawn and Garden Tour on July 18th from 9:00 A.M. to noon, with a Ramsey County garden educator in attendance. She also noted upcoming Peace Garden events: a candlelight vigil on July 6th at 8:30 P.M. and a Unity Day gathering at City Hall on July 7th from 5:30 to 8:00 P.M., marking the 10th anniversary of the death of Philando Castile.

Wassenberg thanked Mielke for organizing the Falcon Heights Neighbor's Day at the Goldstein Museum of Design on the Saint Paul campus, describing it as a "hidden gem" experience. He also reported that the Northeast Youth and Family Services Board held its end-of-fiscal-year meeting and that he was elected Secretary to the executive board, continuing to represent Falcon Heights.

Mogen reported attending a CAC review of the Highland Bridge project in Saint Paul, noting that elements of that master-planned development could inform future work with Rachel Development on the Les Bolstad Golf Course project. He noted the planning commission would meet the following evening to discuss the commercial parking lot permit program and zoning, and that several council members would be attending the League of Minnesota Cities annual convention in Rochester.

Mielke expressed gratitude to Jim Wassenberg, Rice' Davis, Bruce Mielke, and city staff for their work on the Goldstein Museum event, and noted the Elusive Objects exhibit runs through July 2nd.

Mayor Gustafson noted that the Parks and Recreation Commission would meet July 9th rather than its regular date to allow members to attend Restoration Day. He reported continuing follow-up on park audits, also attended the Highland Bridge tour, and would be attending the League of Minnesota Cities convention.

Linehan reported that the City officially closed on the Get Pressed property the prior Wednesday, with public works immediately beginning mowing. Grant applications for the Brownfield site are in progress, and a meeting has been scheduled with Kansas State University's Brownfield technical assistance group, which partners with the Met Council and MPCA to provide pro bono assistance to municipalities. He also noted that recent storms led to an increase in solicitor permit requests and reminded residents that any commercial door-to-door solicitor must hold a city-issued solicitor's license; a list of licensed solicitors is available on the City website.

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: 8:27 P.M.

Council Member Mogen moved to adjourn the meeting.
The motion carried 5-0 on a roll call vote.
Gustafson_ Aye

May_ Aye
Mogen_ Aye
Mielke (remote) _Aye
Wassenberg_ Aye

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

Dated this 8th day of July, 2026



Randall C. Gustafson, Mayor

Jack Linehan, City Administrator

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7/01/2026 4:19 PM
 PACKET: 03575 July 1 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
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A/P Regular Open Item Register

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		June Copier Contract			101 4131-87010-000	CITY HALL MAINTENANCE	163.59
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01-03123	CINTAS CORPORATION						
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		Floor Mats Svc 6/17			101 4131-87010-000	CITY HALL MAINTENANCE	122.19
I-4274137150		Floor Mats Svc 6/30		122.19			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
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		== VENDOR TOTALS ==		244.38			
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01-05171	FRA DOR INC						
I-2606061		Concrete Disposal		116.40			
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		Concrete Disposal			101 4132-87010-000	BOULEVARD MAINTENANCE	116.40
		== VENDOR TOTALS ==		116.40			
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01-05042	GERTENS						
I-855367/1		Tree Program		110.00			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Tree Program			101 4134-84030-000	TREE PLANTING	110.00
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		City Hall Maintenance Supplies		101 4131-70110-000	SUPPLIES	94.84	
I-2729650-00		City Hall Maintenance Supplie	33.98				
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		City Hall Maintenance Supplies		101 4131-70110-000	SUPPLIES	33.98	
== VENDOR TOTALS ==			128.82				
01-04066 RANDALL GUSTAFSON							
I-202607019433		Conference Reimbursement	580.79				
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026		1099: N			
		Parking Reimbursement		101 4111-86100-000	CONFERENCES/EDUCATION/TR	50.00	
		Conference Mileage Reimburse		101 4111-86100-000	CONFERENCES/EDUCATION/TR	123.25	
		Conference Hotel Reimbursement		101 4111-86100-000	CONFERENCES/EDUCATION/TR	407.54	
== VENDOR TOTALS ==			580.79				
01-05153 HOME DEPOT CREDIT SERVICES							
I-202607019430		Sink for Community Park	875.00				
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026		1099: N			
		Sink for Community Park		403 4403-91500-000	COMMUNITY PARK LAND/BUIL	875.00	
== VENDOR TOTALS ==			875.00				
01-05008 HUMANA INSURANCE CO							
I-673999336		Vision July	72.32				
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026		1099: N			
		Vision July		101 4112-89000-000	MISCELLANEOUS	72.32	
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01-05887 RACHEL JENSEN							
I-202607019434		Breathwork Instructor May-Jul	274.40				
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026		1099: Y			
		Breathwork Instructor May-July		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	274.40	
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		Flex Reimbursement			602 21712-000	MEDICAL FLEX SAVINGS PAY	25.92
== VENDOR TOTALS ==				864.00			
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01-06040 GEORGIANA MAY							
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I-202607019435		Conference Hotel Reimbursamen		423.66			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Conference Hotel Reimbursement			101 4111-86100-000	CONFERENCES/EDUCATION/TR	423.66
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01-05582 MENARDS							
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I-202607019432		Supplies		92.41			
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		Lawn Soil			101 4141-87120-000	FACILITIES & GROUND MAIN	45.43
		Battery			101 4132-87000-000	REPAIR EQUIPMENT	38.99
		Shop Supplies			101 4132-70120-000	SUPPLIES	7.99
== VENDOR TOTALS ==				92.41			
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01-06039 SECOND CHANCE RECYCLING							
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I-1638		May Curbside Mattress Pick Up		615.00			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		May Curbside Mattress Pick Up			206 4206-89010-000	CLEANUPDAY/EVENTS/ORG CO	615.00
== VENDOR TOTALS ==				615.00			
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01-05925 SECURIAN LIFE INSURANCE COMPAN							
=====							
I-79230171-00		July Life Insurance		220.46			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
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I-B12909057		Docking Station		205.00			
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== VENDOR TOTALS ==				570.00			
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01-05812	SORENSEN CONSULTING						
=====							
I-FH.1.26		Selection Assessment		550.00			
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		Selection Assessment			101 4112-80330-000	CONSULTANT	550.00
== VENDOR TOTALS ==				550.00			
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01-06035	STATE CHEMICAL MANUFACTURING C						
=====							
I-904244960		Fleet Supplies		411.75			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Fleet Supplies			101 4132-87000-000	REPAIR EQUIPMENT	411.75
== VENDOR TOTALS ==				411.75			
=====							
01-08003	WARNING LITES OF MINNESOTA INC						
=====							
I-26-2789		Barriers for Road Repair		324.00			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Barriers for Road Repair			101 4132-70120-000	SUPPLIES	324.00
== VENDOR TOTALS ==				324.00			
=====							
01-07898	WSB						
=====							
I-R-023655-000-32		May Planning - Community Park		9,702.75			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		May Planning - Community Park			403 4403-91500-000	COMMUNITY PARK LAND/BUIL	9,702.75
== VENDOR TOTALS ==				9,702.75			

7/01/2026 4:19 PM
 PACKET: 03575 July 1 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 5

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY						
I-981512838		Electricity		39.95			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Electricity			101 4141-85020-000	ELECTRIC/GAS	39.95
I-983128881		Electricity		69.03			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Electricity			101 4141-85020-000	ELECTRIC/GAS	69.03
I-983231231		Electricity		24.75			
7/01/2026	APBNK	DUE: 7/01/2026 DISC: 7/01/2026			1099: N		
		Electricity			101 4121-85020-000	ELECTRIC	24.75
=== VENDOR TOTALS ===				133.73			
=== PACKET TOTALS ===				16,685.24			

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 8, 2026
Agenda Item	Consent G2
Attachment	Furnishing Examples; Resolution 26-63
Submitted By	Jack Linehan, City Administrator

Item	Authorization of the Purchase of Park Furnishings from Barco Products Related to the Community Park Renovation
Description	As the Renovation of Community Park begins to wrap up, the City will need to furnish the new picnic shelter and plaza area, as these fees were removed from the original contract requiring any agency to provide them as a means for the City to purchase the furnishings directly through a Sourcewell contract and benefit from cost-saving measures of 5% or more. Staff has selected the following items to meet or exceed ADA guidelines, match the finishes of existing furniture, and with consideration given to the usage of an item and its total cost. (6) 8' long ADA picnic tables with recycled plastic tabletops and galvanized steel frames, which are guaranteed for 50 years against breakage (recycled boards). Tables seat 6 adults and two wheelchair guests. (6) 8" long picnic tables. (2) bike racks, each providing parking for five bicycles. The design of these racks takes into consideration parking bike trailers and strollers as well, while maintaining a clear walkway. (2) 6' concrete benches and (1) 8' concrete bench to be installed in the plaza area surrounding the splash pad. This design allows for flexible usage, allowing users the choice to sit facing multiple directions, and the material allows for wet towels to be draped over them without damaging the finish. Furthermore, this particular design will not require Public Works to weed-whack underneath them. Park benches added to the playground area will be more traditional, having backs on them, and will be ordered separately as part of grant funding. (3) Garbage and recycling receptacles. (1) Pet waste bag dispenser (6) Polymer chairs (impervious to water) for the splash pad / plaza area Staff seeks Council approval to order these furnishings as part of the Community Park

	renovation project under a Sourcewell contract. The exact shipping fees have not yet been determined, so Council is asked to approve an amount not to exceed \$35,000.
Budget Impact	These funds will continue to come from the capital project line item. The Community Park renovation budget included an estimated \$40,000 in park furniture.
Attachment(s)	• Examples of Furnishings • Resolution 26-63
Action(s) Requested	Staff recommends that the City of Falcon Heights Council approve the purchase of the above mentioned park furnishings in an amount not to exceed \$35,000.



Items may not depict the actual color selection and are meant only as examples.







CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

July 8, 2026

No. 26-63

**A RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNITY PARK
FURNISHINGS**

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

WHEREAS, WSB removed park furnishings from the scope of work to be provided under contract to allow the City to purchase directly through a Sourcewell contract at a cost-savings; and

WHEREAS, the City has identified Barco Products through a Sourcewell contract to obtain a quote and order furnishings from; and

WHEREAS, total cost, matching existing amenities and furnishings, and useful life of products were considered; and

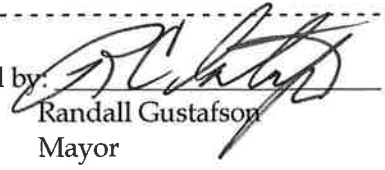
WHEREAS, the cost of furnishings will not exceed \$35,000; and

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

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

1. The City Council hereby authorizes the purchase and installation of furnishings for Community Park in an amount not to exceed \$35,000.
2. The City Administrator is hereby authorized to execute the agreement and all related documents necessary to complete the purchase and installation.

Moved by: Gustafson

Approved by: 

Randall Gustafson
Mayor

GUSTAFSON

5

In Favor

Attested by: 

Jack Linehan
City Administrator

MAY
MIELKE
MOGEN
WASSENBERG

0

Against

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 8, 2026
Agenda Item	Consent G3
Attachment	Resolution, Estoppel Certificate
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Approve Resolution 26-64 Approving an Estoppel Certificate for Fairway Commons, Limited Partnership
Description	In 2021, the City approved and signed an Encroachment, Use, and Maintenance Agreement with Buhl, GTA GP, LLC (Amber Union) authorizing the encroachment on City property along Snelling for parking improvements for the Amber Union redevelopment and assigning all maintenance, repair, and replacement to Amber Union. Should the City ever choose to terminate this agreement, twelve (12) months advance written notice must be provided to Amber Union and they must promptly remove the parking improvements within that section of City property and return the property to the current condition as of the date of the agreement. This estoppel certificate is being requested for the Fairway Commons development. The certificate is essentially verifying the current terms, conditions, and status of the Encroachment, Use, and Maintenance Agreement with Buhl, GTA GP, LLC (Amber Union), and that termination notices are sent to the appropriate ownership parties of Fairway Commons. US Bank is the investing partner for the Fairway Commons project and is asking for this certificate to be executed by the City. Due to time constraints with Fairway Commons closing on the property and that this is verifying current terms that have not been changed, the City Administrator has administratively signed the Estoppel Certificate for Fairway Commons to move forward with. The City Attorney agreed that this could be administratively done, however a resolution supporting this has been included.
Budget Impact	None.
Attachment(s)	Resolution 26-64, Estoppel Certificate, 2021 Parking Agreement with Amber Union
Action(s) Requested	Consider approval of Resolution 26-64 Approving an Estoppel Certificate for Fairway Commons, Limited Partnership

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 8, 2026

No. 26-64

**A RESOLUTION AUTHORIZING AN ESTOPPEL CERTIFICATE FOR FAIRWAY
COMMONS, LIMITED PARTNERSHIP**

WHEREAS, on June 24, 2021, the City of Falcon Heights entered into an Encroachment, Use, and Maintenance Agreement with Buhl, GTA GP, LLC (Amber Union) authorizing the encroachment upon City property for the construction and maintenance of certain parking improvements associated with the Amber Union redevelopment, subject to the City's right to terminate the agreement with twelve (12) months' written notice; and

WHEREAS, the City has been asked to provide an estoppel certificate relating to the Encroachment, Use, and Maintenance Agreement in connection with the closing of equity and debt financing for the Fairway Commons affordable housing development located at 1670 Larpenteur Avenue West; and

WHEREAS, U.S. Bancorp Community Development Corporation, the investing partner for Fairway Commons, requires the estoppel certificate for financing purposes; and

WHEREAS, the City Administrator, with the concurrence of the City Attorney, has administratively executed the Estoppel Certificate due to project timing needs and because the certificate confirms only existing, unchanged terms of the Encroachment, Use, and Maintenance Agreement; and

WHEREAS, the Estoppel Certificate confirms that the Parking Encroachment Agreement remains in full force and effect, has not been amended, modified, supplemented, or terminated, and that no default exists under the agreement; and

WHEREAS, the Estoppel Certificate also confirms the City will provide copies of any notice of termination under the agreement to Fairway Commons, Limited Partnership, and U.S. Bancorp Community Development Corporation at the specified addresses.

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

1. The Estoppel Certificate for Fairway Commons, Limited Partnership, is approved as administratively executed by the City Administrator; and
2. The City Council authorizes the City Administrator and City staff to take any additional actions necessary to implement this approval.

Moved by: Gustafson

Approved by: 
Randy Gustafson
Mayor
July 8, 2026

GUSTAFSON
MAY
MOGEN
WASSENBERG
MIELKE

5 In Favor
0 Against

Attested by: 
Jack Linehan
City Administrator
July 8, 2026

ESTOPPEL CERTIFICATE

THIS ESTOPPEL CERTIFICATE (this “**Certificate**”) is made by City of Falcon Heights, a Minnesota municipal corporation (the “**City**”) as of July [____], 2026 (the “**Effective Date**”) for the benefit of Fairway Commons, Limited Partnership, a Minnesota limited partnership (the “**Fairway Owner**”), and U.S. Bancorp Community Development Corporation, a Minnesota corporation, and its successors and assigns (“**Fairway Limited Partner**”), with respect to Fairway Owner’s closing of equity and debt financing for the development of an affordable multifamily rental housing project to be constructed on certain real property located at 1670 Larparentur Avenue West in the City of Falcon Heights, Ramsey County, Minnesota (the “**Property**”).

WHEREAS, the Property is adjacent to a multifamily rental housing development owned by Buhl GTA, LP, a Minnesota limited partnership (“**Amber Union Owner**”), and located at 1667 Snelling Avenue North in the City of Falcon Heights, Ramsey County, Minnesota, as more particularly described below (the “**Amber Union Property**”); and

WHEREAS, in connection with the development of the Amber Union Property, the Amber Union Owner entered into that certain Encroachment, Use, and Maintenance Agreement (Parking Improvements) with the City dated as of June 24, 2021 and recorded in the Office of the Registrar of Titles for Ramsey County, Minnesota on June 30, 2021 as Document No. T02704512 (the “**Parking Encroachment Agreement**”), pursuant to which the Amber Union Owner obtained the right to encroach upon and use certain City property for the purpose of providing ten (10) surface parking stalls to the Amber Union Property, subject to the City’s right to terminate the Parking Encroachment Agreement with twelve (12) months advance, written notice; and

WHEREAS, in connection with the development of the Amber Union Property, the Amber Union Owner and Buhl Larparentur West, LLC, a Minnesota limited liability company, the predecessor-in-interest to the Fairway Owner, entered into that certain Easement Agreement (Parking and Ingress/Egress) dated as of July 1, 2021, and recorded against the Property on June 30, 2021 in the Office of the Registrar of Titles for Ramsey County, Minnesota as Document No. T02704513 (the “**Easement Agreement**”), which among other things, granted the Amber Union Owner and Amber Union Property a springing easement for the exclusive use of up to ten (10) additional parking spaces located on the Property (the “**Springing Easement**”). The Springing Easement becomes effective upon the occurrence of certain conditions stated in the Easement Agreement, including, the termination of the Parking Encroachment Agreement by the City; and

WHEREAS, it has been requested that the City provide this Certificate relating to the Parking Encroachment Agreement for the benefit of the Fairway Owner and its equity investor, the Fairway Limited Partner.

NOW, THEREFORE, the City hereby certifies the following with respect to the Parking Encroachment Agreement to the Fairway Owner and the Fairway Limited Partner, as of the Effective Date:

1. The Parking Encroachment Agreement is in full force and effect and has not been amended, modified, supplemented or terminated.
2. No default currently exists under the Parking Encroachment Agreement and there exists no breach, default or event or condition which, with the giving of notice or the passage of time, or both, would constitute a breach or default under the Parking Encroachment Agreement.

3. The City agrees to provide a copy of any notice of termination it issues under the Parking Encroachment Agreement to the Fairway Owner and the Fairway Limited Partner at the following addresses or such other address as may be communicated to the City:

Fairway Commons, Limited Partnership
2 Meridian Crossings, Suite 250
Minneapolis, Minnesota 55423

U.S. Bancorp Community Development Corporation
505 North Seventh Street, 10th Floor
Mail Code: SL-MO-T10F
St. Louis, Missouri 63101
USB Project No: 36269
Attn.: Director of LIHTC Asset Management

The person signing this Certificate on behalf of the City is duly authorized to execute and deliver this Certificate for and on behalf of the City. The City hereby acknowledges that the Fairway Owner and Fairway Limited Partner will act in reliance upon the statements contained herein.

Executed as of the date first written above.

City of Falcon Heights, a Minnesota municipal
corporation

By: 
Name: Jack Lindgren
Title: City Administrator



Doc No **A04894906**

Certified, filed and/or recorded on
Jul 12, 2021 8:25 AM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Heather L. Bestler, County Auditor and Treasurer

Deputy 308

Pkg ID 1460975E

Document Recording Fee Abstract	\$46.00
<i>Document Total</i>	\$46.00



Doc No **T02704512**

Certified, filed and/or recorded on
Jun 30, 2021 12:30 PM

Office of the Registrar of Titles
Ramsey County, Minnesota
Todd J. Uecker, Registrar of Titles
Heather L. Bestler, County Auditor and Treasurer

Deputy 410

Pkg ID 1458887E

Document Recording Fee Torrens	\$46.00
Memorial Entry - Additional Certificates	\$20.00
<i>Document Total</i>	\$66.00

Existing Certs

640337

When Recorded Return To: _____
First American Title Insurance Company
National Commercial Services
121 South 8th Street, Suite 1250
Minneapolis, MN 55402
File No: NCS _____

(reserved for recording information)

ENCROACHMENT, USE, AND MAINTENANCE AGREEMENT (Parking Improvements)

THIS ENCROACHMENT, USE, AND MAINTENANCE AGREEMENT is made and entered into this 24 day of June, 2021, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City"), **BUHL GTA, LP**, a Minnesota limited partnership (referred to as "Property Owner"), **BUHL GTA GP, LLC**, a Minnesota limited liability company (the "General Partner"), and **PETER DEANOVIC**, an individual (the "Principal"). The General Partner and the Principal are parties to this Agreement solely for the purpose of agreeing to the covenants applicable to them set forth in Section 5 hereof.

1. **BACKGROUND.** The Property Owner owns property legally described on the attached Exhibit "A" ("Subject Property"). The General Partner is the general partner of the Property Owner, and the Principal is indirectly an owner of the General Partner. The Subject Property is improved with two buildings historically known as the Farmers Union Grain Terminal Association Headquarters and related improvements. The Grantee intends to undertake to rehabilitate the buildings to convert the Subject Property into an affordable multifamily rental apartment community containing 125 dwelling units (the "Project"). The City owns certain real property presently used as a publicly traveled roadway known as

Snelling Drive, legal described on the attached Exhibit "B" (the "City Property"). The Property Owner seeks permission from the City to construct, use, and maintain certain parking improvements serving the Project including approximately 10 surface parking stalls (or portions thereof), drive lanes, curbs, and landscaping on the City Property, as such improvements are depicted on the site plan attached hereto as Exhibit "C" (the "Parking Improvements"). The General Partner and the Principal will benefit from the Property Owner's use of the Parking Improvements. The Subject Property and City Property abut.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment on the City property for the Parking Improvements, and the City hereby approves the construction, maintenance, and use of the Parking Improvements by the Property Owner and its successors and assigns, and their respective tenants and other invitees, for parking at the Project. The authorization provided under this Agreement shall not prevent the City from installing an Electric Vehicle Charging Station ("EVCS") for use by the public within the City Property or access by the public to an EVCS installed by the City within City Property. Provided that the City has notified the Property Owner by April 1, 2022 of its desire to pursue the EVCS, and the Property Owner and the City have agreed upon the location and specifications, the Property Owner shall install conduit as per such mutually agreed specifications for the EVCS during construction of the Parking Improvements, at a maximum cost to the Property Owner of \$20,000.00.

3. MAINTENANCE, REPAIR AND REPLACEMENT. Property Owner shall be solely responsible for all costs relating to the maintenance, repair and replacement of the Parking Improvements, including any damage to the Parking Improvements caused in whole or in part by the City's use and maintenance of the City Property. This maintenance obligation is a personal obligation of Property Owner and shall be binding upon the executors, administrators, successors, heirs, and assigns of Property Owner. For the avoidance of doubt, the City shall be solely responsible for the maintenance, repair and replacement of the EVCS, if installed by the City.

4. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City Property and to use the City Property for the Parking Improvements as contemplated herein, Property Owner, its successors and assigns, hereby agrees to indemnify and hold the City harmless from all costs and expenses, claims and liability, including attorney's fees, relating to or arising out of this grant to Property Owner of permission for the Parking Improvements encroaching on the City Property. Notwithstanding the foregoing, if the United States Department of Housing and Urban Development ("HUD") is ever deemed the "Owner" of all or part of the property Subject Property, HUD shall not be subject to the indemnification provisions contained in this Section 4. HUD prohibits and does not authorize any expenditure which would violate 31 USC 1341 (the "Anti-Deficiency Act"). Any provision of this Agreement which violate(s)(d) the Anti-Deficiency Act, in the past, present or future, will not be enforced against HUD. Notwithstanding any other provision of this Agreement, HUD whether in the capacity of subsidy provider, loan insurer, lender, owner, lessee or mortgagee in possession, shall have no obligation of reimbursement, indemnity, or holding harmless, of any nature whatsoever, to any governmental entity, private entity, person or party, either now or in the future. Additionally, for so long as HUD is the insurer or holder of a mortgage on the Subject Property, any indemnification obligation of Property Owner shall be limited to available liability insurance proceeds, Surplus Cash and/or non-Project Assets, as each such term is defined in the Regulatory Agreement for Multifamily Projects by and between Property Owner and HUD.

5. TERMINATION OF AGREEMENT. Following an initial period of forty-eight (48) months after the date that the Property Owner obtains a final Certificate of Occupancy allowing the Subject Property to be used and occupied as a multifamily apartment building, the City may thereafter terminate this Agreement at any time by giving the Property Owner or its successor owner of the Subject Property at least twelve (12) months advance written notice. In the event of such termination of this Agreement by the City, the General Partner (and not the Property Owner) shall be obligated to promptly remove the Parking Improvements within City Property to the effective date of the termination of this Agreement and return the

City Property to its current condition on the date of this Agreement, except for improvements for the City EVCS, by installing a 4" SP 9.5 Bituminous Wearing Course in two 2" lifts over 6" of class V and installing curb and gutter to match existing curb on West Snelling Service Drive; provided, however, that the total out-of-pocket costs required to be incurred by the General Partner pursuant to this provision, in the aggregate with any such restoration costs to be incurred by the General Partner upon termination of that certain Encroachment, Use, and Maintenance Agreement (Green Space) by and among the Property Owner, the City, the General Partner, and the Principal, effective as of even date herewith (the "Green Space Agreement") shall not exceed \$60,000; and the parties hereto agree to work cooperatively and in good faith in determining the scope of restoration of the City Property. If the General Partner fails to do so, the City may remove the Parking Improvements within the City Property and charge the cost of removal back to the General Partner and/or the Principal (subject to the expiration of the Principal's obligations set forth below) for reimbursement, which the General Partner and the Principal are collectively required to pay within 30 days of invoicing, subject to the limitation that the General Partner's and Principal's combined total out-of-pocket costs under this provision and the Green Space Agreement shall not exceed \$60,000. Notwithstanding anything to the contrary herein, the Principal's obligation and liability pursuant to the preceding sentences shall expire upon the fifteenth (15th) anniversary of this Agreement, at which time the General Partner shall be solely liable hereunder. The Property Owner shall be obligated to cooperate in allowing the General Partner to perform the restoration work required by this Agreement, but the Property Owner shall not be liable for the performance or cost of the restoration work required herein, it being agreed that the General Partner and the Principal shall be solely responsible and liable for such work and costs. In the event that the City should elect to exercise its termination rights provided herein, the City shall reasonably cooperate with the Property Owner to prevent a violation of the City's zoning ordinances applicable to the Subject Property.

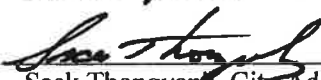
6. **RECORDING.** This Agreement shall be recorded against the title to the Subject Property and the City Property and shall be binding upon the Property Owner, the City, and their successors, heirs and assigns.

7. **COSTS.** Property Owner shall be responsible for all reasonable City costs incurred by the City related to the preparation and negotiation of this Agreement, including any consultant costs, and will reimburse the City upon recordation hereof or within 30 days of invoicing.

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[Signature Pages Follow.]

CITY OF FALCON HEIGHTS

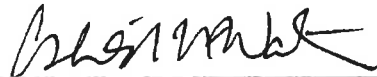
BY: 
Randall Gustafson, Mayor

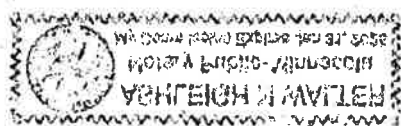
AND 
Sack Thongvanh, City Administrator/Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 29 day of June, 2021, by Randall Gustafson and by Sack Thongvanh, respectively the Mayor and City Administrator/Clerk of the City of Falcon Heights, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.




Notary Public



W. F. Ray
Director

BUHL GTA, LP,

a Minnesota limited partnership

By: Buhl GTA GP, LLC, a Minnesota limited liability company

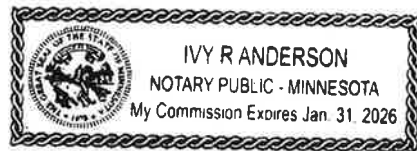
Its: General Partner

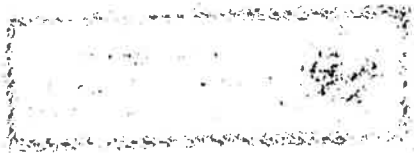
By: 
Peter Deanovic, its Chief Executive Officer

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

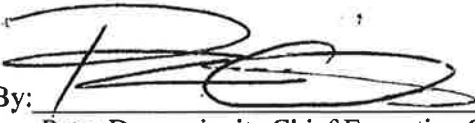
The foregoing instrument was acknowledged before me this 24 day of June, 2021, by Peter Deanovic, the Chief Executive Officer of Buhl GTA GP, LLC, a Minnesota limited liability company, the general partner of Buhl GTA, LP, a Minnesota limited partnership, on behalf of the limited partnership.


Notary Public



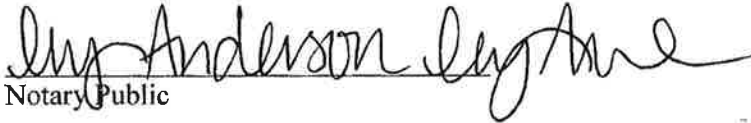


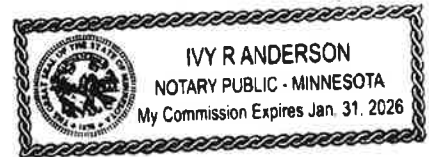
BUHL GTA GP, LLC, a Minnesota limited liability company

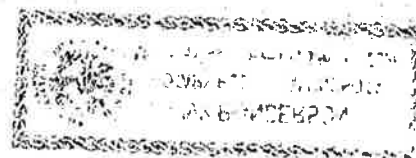
By: 
Peter Deanovic, its Chief Executive Officer

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

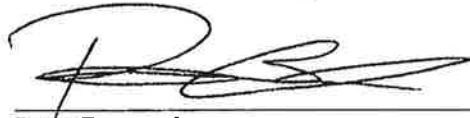
The foregoing instrument was acknowledged before me this 24 day of JUNE, 2021, by Peter Deanovic, the Chief Executive Officer of Buhl GTA GP, LLC, a Minnesota limited liability company, on behalf of the limited liability company.


Notary Public





PETER DEANOVIC

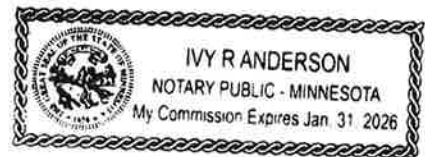


Peter Deanovic

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 24 day of June, 2021, by Peter Deanovic.


Notary Public



DRAFTED BY:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000

— S —

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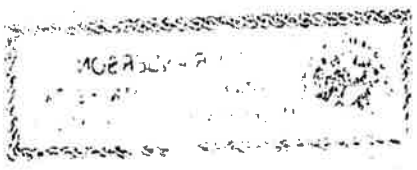


EXHIBIT "A"

Description of Subject Property:

That part of the West 133.00 feet of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23, which lies South of the North 318.00 feet thereof and which lies North of the South 330.00 feet.

and

The Westerly 133 feet of the Northerly 318 feet excepting therefrom that part taken for Larpenteur Avenue, of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, Section 21, Township 29, Range 23, Ramsey County, Minnesota.

and

The North Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, except the West 133 feet thereof, in Section 21, Township 29, Range 23, Ramsey County, Minnesota, except that part taken for Snelling and Larpenteur Avenues.

EXHIBIT "B"

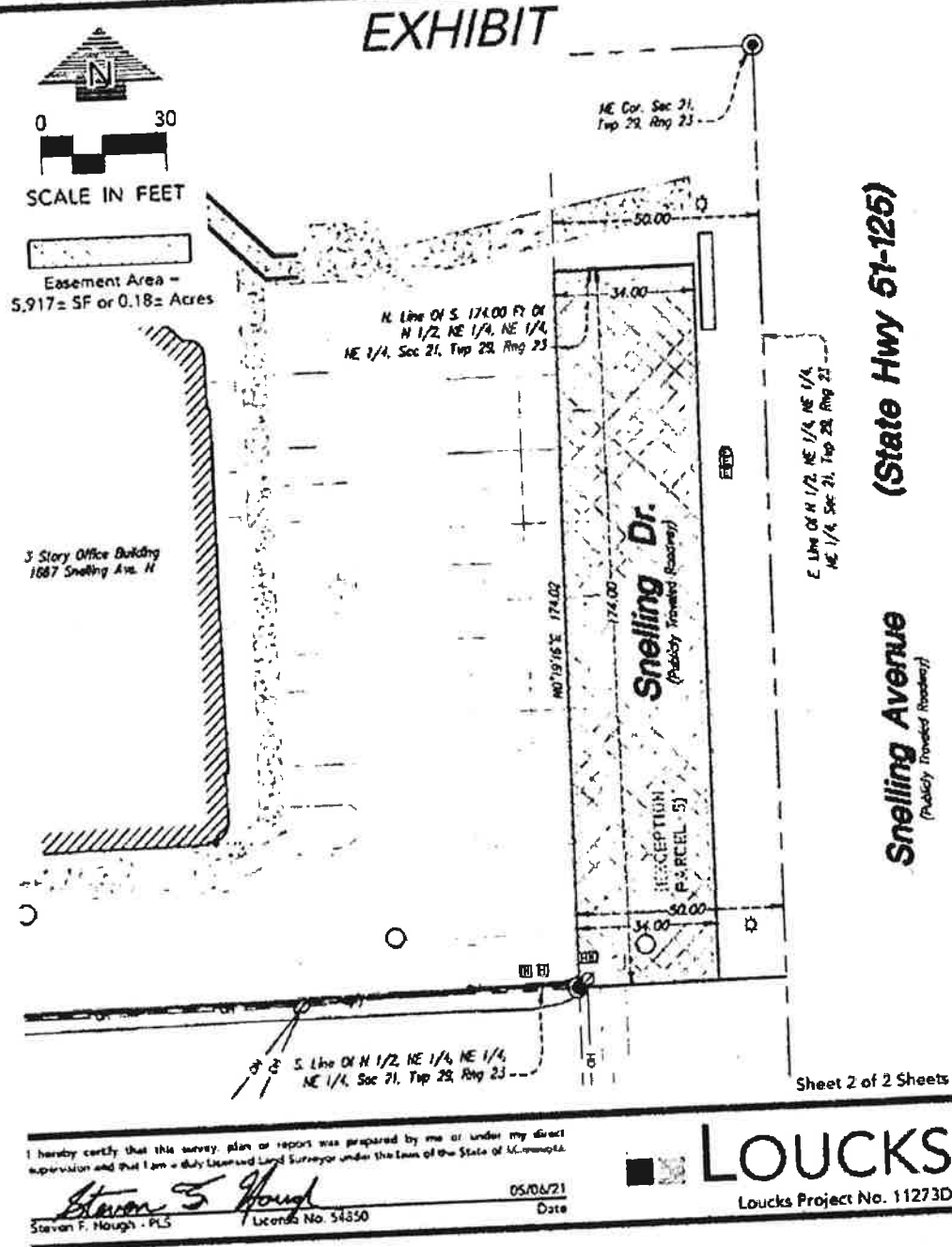
Description of City Property:

The part of the North Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter, Section 21, Township 29, Range 23, Ramsey County, Minnesota described as follows:

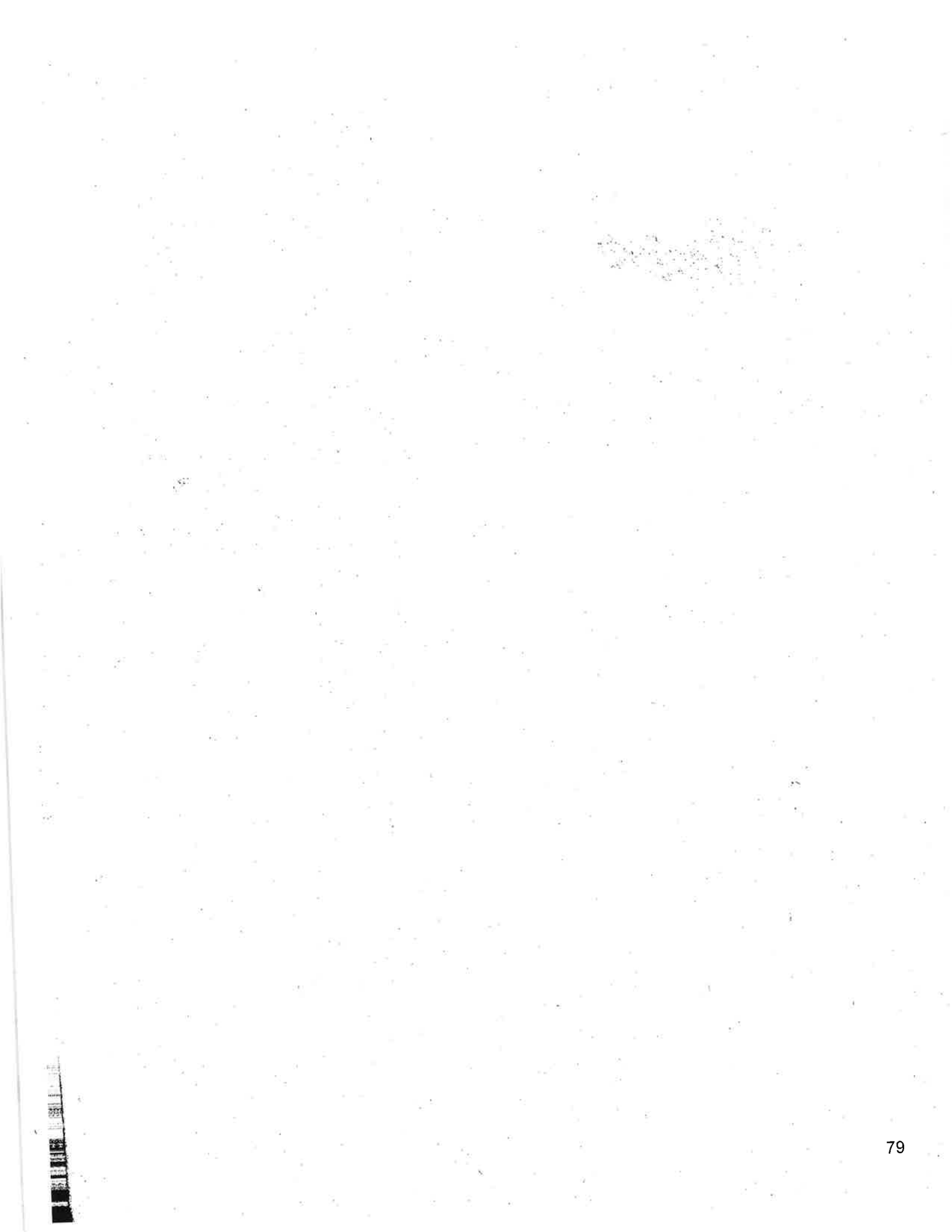
The West 34.00 feet of the East 50.00 feet of the South 174.00 feet of said North Half.

EXHIBIT "C"

Site Plan With Illustration of "City Property"



21941226v1



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REQUEST FOR COUNCIL ACTION

Meeting Date	July 8, 2026
Agenda Item	Consent G4
Attachment	Resolution, Encroachment Agreement
Submitted By	Erik Henricksen, City Engineer

Item	Approve Resolution 26-65 Approving an Encroachment Agreement at 1670 Larpenteur Avenue (Fairway Commons)
Description	The City Council is requested to consider approval of an Encroachment Agreement at 1670 Larpenteur Avenue as part of the Fairway Commons Planned Unit Development Amendment (the "Development"). On April 8, 2026, the City Council approved the Development, which requires relocation of the existing public storm sewer infrastructure and dedication of a replacement Public Drainage and Utility Easement. The relocated storm sewer and associated easement are necessary to accommodate construction of the approved development while preserving the City's ability to access, operate, and maintain public infrastructure. As part of the site design, certain private improvements, including bituminous pavement, concrete curb and gutter, rip rap, and a bioinfiltration basin, are proposed within portions of the Public Drainage and Utility Easement. Because these improvements will occupy areas subject to the City's easement rights, an Encroachment Agreement is required. The proposed Encroachment Agreement authorizes the identified improvements to remain within the easement area while preserving the City's rights to access, inspect, maintain, repair, reconstruct, and replace public infrastructure. The agreement further provides that the property owner shall be responsible for maintaining the encroaching improvements and assumes all risk associated with damages resulting from the City's exercise of its easement rights. Should the City require access to the easement area for future maintenance or repair activities, any damaged or removed improvements must be repaired or replaced by the property owner at its sole expense. The agreement will be recorded against the property and run with the land, ensuring that future owners are subject to its terms and conditions. Staff finds that the proposed encroachment will not interfere with the City's use of the easement and that the agreement adequately protects the City's interests while allowing implementation of the approved Development.

Budget Impact	Aside from costs related to filing the encroachment agreement with Ramsey County there are no direct costs to the City.
Attachment(s)	Resolution 26-65, Encroachment Agreement
Action(s) Requested	Consider approval of Resolution 26-65 Approving an Encroachment Agreement at 1670 Larpenteur Avenue.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 8, 2026

No. 26-65

**A RESOLUTION AUTHORIZING AN ENCROACHMENT AGREEMENT FOR THE
PROPERTY LOCATED AT 1670 LARPENTEUR AVENUE**

WHEREAS, on April 8, 2026, the City Council approved the Fairway Commons Planned Unit Development Amendment (Development) that required relocation of the existing public storm sewer infrastructure located on the property at 1670 Larpenteur Avenue; and

WHEREAS, relocation of the storm sewer infrastructure is necessary to accommodate construction of the approved Development; and

WHEREAS, as part of the approved Development, certain private improvements, including bituminous pavement, concrete curb and gutter, rip rap, and a bioinfiltration basin, are proposed within portions of the City's Public Drainage and Utility Easement; and

WHEREAS, the City has reviewed the proposed encroachments and determined that the improvements will not unreasonably interfere with the City's ability to access, inspect, maintain, repair, reconstruct, or replace public drainage and utility facilities; and

WHEREAS, the proposed Encroachment Agreement preserves the City's easement rights, requires the property owner to maintain the encroaching improvements, and provides indemnification and hold harmless protections for the City; and

WHEREAS, the City Council finds that approval of the Encroachment Agreement is consistent with the approved Development and is in the best interests of the City.

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

1. The Encroachment Agreement between Fairway Commons, Limited Partnership, and the City of Falcon Heights, substantially in the form presented to the City Council, is hereby accepted.
 2. City staff is hereby authorized and directed to record the agreement with Ramsey County and take all actions necessary to implement this resolution.
-

Moved by: Gustafson

Approved by:



Randy Gustafson
Mayor
July 8, 2026

GUSTAFSON
MAY
MOGEN
WASSENBERG
MIELKE

5 In Favor

0 Against

Attested by:



Jack Linehan
City Administrator
July 8, 2026

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 20__, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City"), and **FAIRWAY COMMONS, LIMITED PARTNERSHIP**, a Minnesota limited partnership ("Owner").

1. BACKGROUND. Owner is the fee owner of certain real property located in the City of Falcon Heights, County of Ramsey, State of Minnesota, legally described as follows:

Parcel 1:

The East 250 feet of the North 500 feet except the West 150 feet of the East 160 feet of the North 283 feet of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 29, Range 23.

Parcel 2:

The West 150 feet of the East 160 feet of the North 283 feet of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian.

(All Torrens Property, Certificate of Title No. [640336](#))

having a street address of 1670 Larpenteur Ave W, Falcon Heights, Minnesota 55113-5542 ("Subject Property"). The City owns easements for drainage and utility purposes over portions of the Subject Property ("Easement Areas"). Owner desires to install bituminous pavement, concrete curb and gutter, rip rap and a bioinfiltration basin on the Subject Property ("Improvements") which

encroach on the City's drainage and utility Easement Areas as depicted on the attached Exhibit "A".

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment of the Improvements in its Easement Areas on the Subject Property to the extent depicted in Exhibit A. Further conditions of encroachment approval are as follows:

- The Improvements located on the Subject Property shall not impact or increase water drainage on the abutting property or cause any adverse drainage patterns or erosion to the abutting property.
- Owner agrees that the construction of the Improvements is consistent with all applicable federal, state and local laws and regulations.
- The Owner of the Subject Property will own and maintain the Improvements.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the City's Easement Areas, Owner, for itself, its successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property, including the Improvements in the City's Easement Areas, caused in whole or in part by the encroachment into the City's Easement Areas.

If the City needs to occupy the easements for drainage and utility purposes or work within the drainage and utility easement, the City will give the then owner of the Subject Property thirty (30) days' advance written notice. The owner of the Subject Property will be required to repair or reconstruct any Improvements damaged or removed as a result of the City work within the drainage and utility easement at the then owner's sole cost and expense. No notice under this paragraph shall be required in the event of an emergency condition determined solely by the City and the Agreement.

4. RECORDING. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

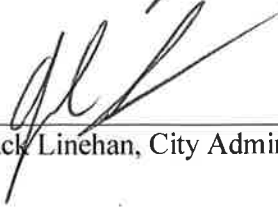
CITY OF FALCON HEIGHTS

By:


Randy Gustafson, Mayor

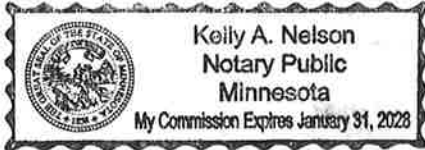
(SEAL)

And


Jack Linehan, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 8th day of July, 2026, by **Randy Gustafson** and **Jack Linehan**, respectively the Mayor and City Administrator of the City of Falcon Heights, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.




Notary Public

PROPERTY OWNER:

**FAIRWAY COMMONS, LIMITED PARTNERSHIP,
a Minnesota limited partnership**

BY: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

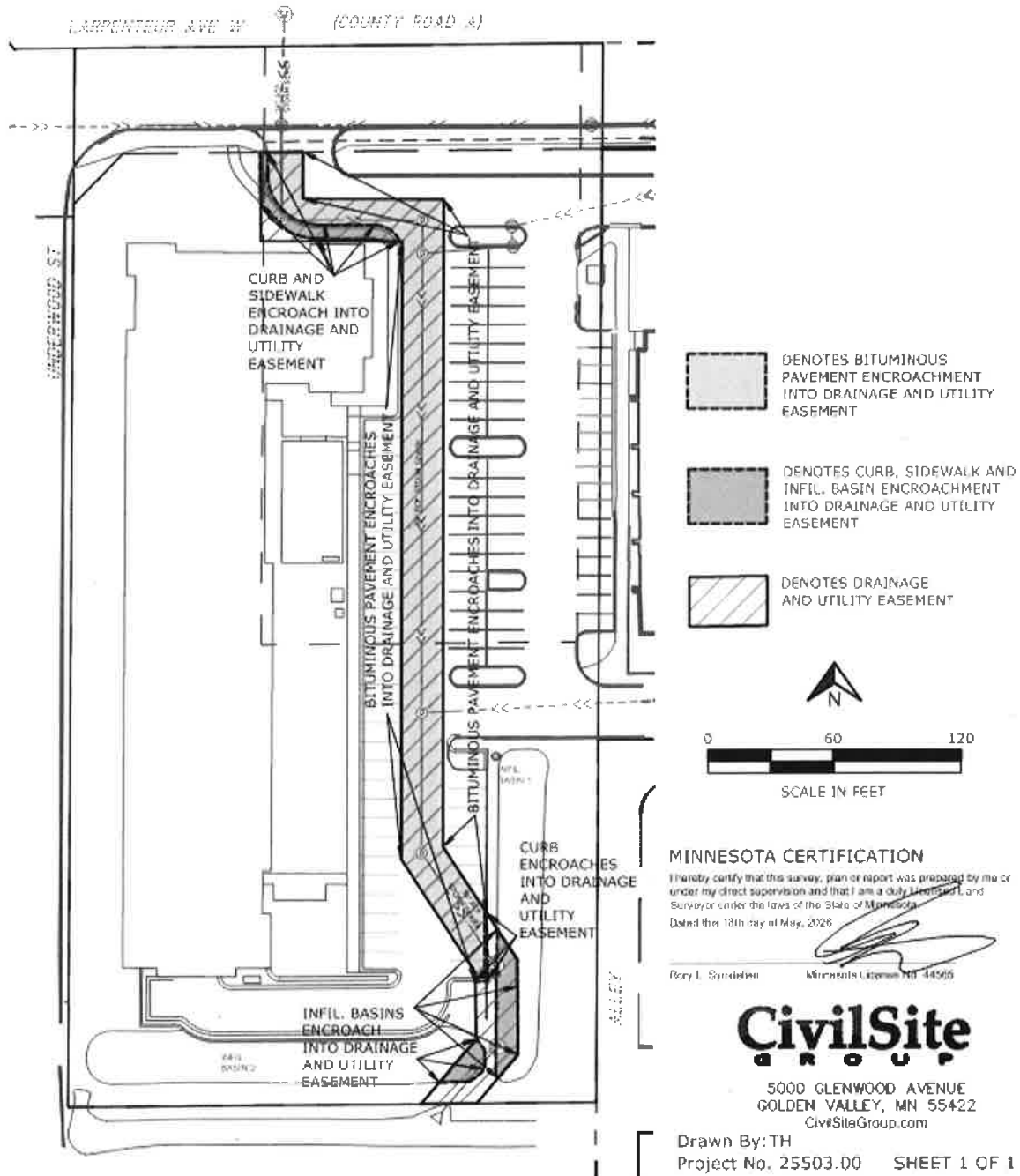
The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ on behalf of the _____.

NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

EXHIBIT "A"

Drainage and Utility Easement Encroachment Exhibit A Fairway Commons Apartments 1644 Larpenteur Avenue W. City of Falcon Heights, Ramsey County, Minnesota



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REQUEST FOR COUNCIL ACTION

Meeting Date	July 8, 2026
Agenda Item	Consent G5
Attachment	Resolution, Stormwater Maintenance Declaration
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Approve Resolution 26-66 Approving the Declaration for Maintenance of Stormwater Facilities for Fairway Commons, Limited Partnership.
Description	Fairway Commons, Limited Partnership, the future owner of the property legally described in the Declaration for Maintenance of Stormwater Facilities, has executed a Stormwater Maintenance Declaration in favor of the City of Falcon Heights. The declaration establishes perpetual obligations for the inspection, maintenance, and repair of on-site stormwater facilities, including infiltration basins, Rain Guardian and rip rap structures, and a sump manhole with a momentum preserver. The Declaration requires the property owner to: • Inspect stormwater facilities annually. • Maintain all facilities to preserve design volume, hydraulic capacity, vegetation health, and system integrity. • Submit annual maintenance reports to the City within 30 days of the anniversary of permit issuance. • Allow the City to correct any maintenance deficiencies if the owner fails to do so after notice, and reimburse the City for all costs incurred, including administrative overhead and attorney's fees. The Declaration also specifies the process for City notice, owner address updates, and recordation with the Ramsey County Recorder's Office, with fees borne by the Declarant. Execution of this document is required as a condition of City approval for the Fairway Commons development and will run with the property in perpetuity.
Budget Impact	None.
Attachment(s)	Resolution, Stormwater Maintenance Declaration

Action(s) Requested	Consider approval of Resolution 26-66 Approving the Declaration for Maintenance of Stormwater Facilities for Fairway Commons, Limited Partnership.
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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

July 8, 2026

No. 26-66

**A RESOLUTION APPROVING THE DECLARATION FOR MAINTENANCE OF
STORMWATER FACILITIES FOR FAIRWAY COMMONS, LIMITED
PARTNERSHIP**

WHEREAS, Fairway Commons, Limited Partnership ("Declarant"), owner of the property legally described in the Declaration for Maintenance of Stormwater Facilities, has submitted a declaration to the City of Falcon Heights; and

WHEREAS, the Declaration identifies stormwater management facilities located on the property, including stormwater infiltration basins, Rain Guardian and rip rap elements, and a sump manhole with momentum preserver (collectively, the "Facilities"), all as labeled in Attachments A and B; and

WHEREAS, the Declarant, as a condition of approval of Fairway Commons development, agrees through the Declaration to inspect, maintain, and repair the Facilities to preserve capacity, hydraulic performance, vegetation health, soil permeability, and intended facility function; and

WHEREAS, the Declaration further requires the Declarant to provide annual reports to the City and authorizes the City to correct maintenance deficiencies if the Declarant fails to do so after notice, with the Declarant reimbursing all City costs incurred; and

WHEREAS, the Declaration specifies required notice procedures, owner information, and recording of the executed document with the Ramsey County Recorder's Office, with associated costs paid by the Declarant.

WHEREAS, the City Council finds that approval of the Encroachment Agreement is consistent with the approved Development and is in the best interests of the City.

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

1. The Declaration for Maintenance of Stormwater Facilities for Fairway Commons, Limited Partnership is hereby approved.
2. The Mayor and City Administrator to execute the Declaration on behalf of the City and directs that it be recorded with the Ramsey County Recorder's Office.

Moved by:

Gustafson

Approved by:

Randy Gustafson

Mayor

July 8, 2026

GUSTAFSON

MAY

MOGEN

WASSENBERG

MIELKE

5

In Favor

0

Against

Attested by:

Jack Linehan

City Administrator

July 8, 2026

**DECLARATION FOR MAINTENANCE
of
STORMWATER FACILITIES**

THIS DECLARATION is made this _____ day of _____, 2026, by **FAIRWAY COMMONS, LIMITED PARTNERSHIP**, ("Declarant"), **2 Meridian Crossings, Suite 250, Minneapolis, MN 55423**, in favor of the City of Falcon Heights, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as the "City"),

WHEREAS, Declarant(s) hold(s) fee interest in real property within the City of Falcon Heights, Ramsey County, Minnesota, platted and legally described as:

PARCEL 1:

The East 250 feet of the North 500 feet except the West 150 feet of the East 160 feet of the North 283 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23.

PARCEL 2:

The West 150 feet of the East 160 feet of the North 283 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian.

WHEREAS, no one other than Declarant(s) possess(es) any right, title or interest in the Property;

WHEREAS, the facilities on or to be located on the Property to which the maintenance requirements in the Declaration apply as labeled on the scaled site plan Attachment A and legally described on attachment B, each incorporated herein, are as follows (the Facilities):

Stormwater Infiltration Basins

**Rain Guardian and Rip Rap
Sump Manhole with Momentum Preserver**

WHEREAS, Declarant desires to subject the Property to certain conditions and restrictions imposed by the City as a condition to issuance of City Project # _____ for the mutual benefit of the City and Declarant.

NOW THEREFORE, Declarant makes this declaration and hereby declares that this declaration shall constitute covenants to run with the Property, and further declares that the Property shall be owned, used, occupied, and conveyed subject to the covenants and restrictions set forth in this declaration, all of which shall be binding in perpetuity on all persons owning or acquiring any right, title or interest in the Property, and their heirs, successors, personal representatives and assigns, but only during the period of ownership of that right, title or interest.

1. Declarant will inspect the Facilities at least annually.
2. Declarant will maintain and repair the facilities:
 - a. In the case of basins and other facilities where sediment collects, to preserve live storage or capacity at or above the design volume or, where no design live storage volume or capacity is incorporated into the permit, the volume or capacity recommended by the manufacturer.
 - b. In the case of conveyances and other structures, to preserve design hydraulic capacity.
 - c. In the case of facilities relying on soils and vegetation for stormwater management or treatment, to preserve healthy vegetation and design soil permeability.
 - d. In the case of all facilities, as necessary to preserve the integrity and intended function of the facility.
3. Declarant will submit to the City annually, within 30 days of the anniversary of permit issuance, a report listing inspection dates, facilities inspected, facility conditions and actions taken, and dates of actions taken.
4. If Declarant is not maintaining the stormwater treatment system in accordance with this declaration, then the City may give written notice to Declarant detailing the deficiency. If the deficiency has not been corrected within twenty (20) days after receipt of this notice, or Declarant has not within that period made arrangements

deemed adequate by the City for the deficiency to be corrected, then the City without further notice may take steps that it deems reasonable to correct the deficiency, and may have access to the property during reasonable times for that purpose. Provided, that the City shall provide notice before entry and exercise due care to avoid unnecessary disturbance or damage to the property. Within thirty (30) days of receipt of invoice Declarant will reimburse the City for all costs incurred, including administrative overhead and attorneys' fees, by the City in correcting the deficiency

5. Any notice under this declaration shall be sent by certified mail, return receipt requested, or delivered to the following address:

**Fairway Commons, Limited Partnership
Attn: Chris Stokka
2 Meridian Crossings, Suite 250
Minneapolis, MN 55423**

Declarant may change this address by a certified letter to the City referencing the permit number.

6. An executed copy of this declaration shall be filed with the Ramsey County Recorder's Office, filing cost to be borne by the Declarant. This declaration will be unlimited in duration without being re-recorded.

[Signature pages follow]

DECLARANT

FAIRWAY COMMONS, LIMITED PARTNERSHIP
A Minnesota Limited Partnership

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2026 by _____ the _____ of Fairway Commons, Limited
Partnership, a **limited partnership** under the Laws of Minnesota, on behalf of Declarant.

Notary

(stamp)

DATE: _____

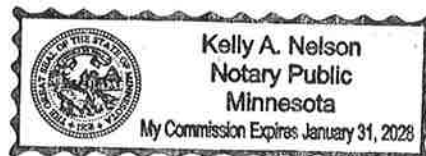
CITY OF FALCON HEIGHTS

By: [Signature]
Its City Administrator

STATE OF MINNESOTA)
COUNTY OF) ss.
)

The foregoing instrument was acknowledged before me this 8th day of July, 2026 by Jack Linehan, the City Administrator, for the City of Falcon Heights, a municipal corporation under the laws of the State of Minnesota, on behalf of said municipal corporation.

Kelly A. Nelson
Notary Public



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REQUEST FOR ACTION

Meeting Date	July 8, 2026
Agenda Item	H1
Attachment	Ordinance 26-07
Submitted By	Jack Linehan, City Administrator

Item	Approval of Ordinance 26-07 Amending Chapter 14 of the Falcon Heights City Code Concerning Commercial Parking Lot Licenses
Description	In the 2023 State Fair Task Force Report and the 2024-2025 State Fair Task Force Report, it was noted that the regulation of commercial parking lots should be a future goal. It was reviewed again at the February 2025 workshop and supported to move forward, but it was put on hold to focus on the consideration of pay-by-mobile parking and the staff time that would require. As a reminder, the city does not allow parking in residential districts but does allow paid State Fair parking in commercial lots. The city does not regulate further beyond that, other than working with operators when complaints arise to ensure they are operating safely. A concern over special event commercial lots is that some that operate lots that are not in commercial areas, and some businesses no longer have sufficient parking to operate, and parking lot operations often spill into roadways, causing safety concerns. A licensing system would also give staff a point of contact in the event of an issue, as often the operator of a commercial lot is not the same individual as the owner. The City Attorney and staff worked on additional modifications to the draft ordinance to improve enforceability. The proposed fees for the license would be low to cover the staff time required to issue the license. If supported by Council to consider moving forward with commercial lot licensing in 2026, staff would reach out to the businesses in Falcon Heights that are known to sell parking during the State Fair to communicate the potential change. We've had discussions with most, and they generally see the benefit of having some regulations around parking lot licensing. <u>Planning Commission Public Hearing</u> The Planning Commission met and held a public hearing on June 23, 2026 regarding the adjacent ordinance amending Chapter 113 (the Zoning code). The Public Hearing was held and the Planning Commission voted unanimously to recommend approval the drafted ordinance to update Chapter 113, after removal of the requirement of these only being allowed during the two weeks of the Minnesota State Fair. It was recommended that be added to the Chapter 14 ordinance, if Council wishes.

Budget Impact	N/A.
Attachment(s)	• Ordinance 26-07 Amending Chapter 14 of the Falcon Heights City Code to License Special Event Commercial Parking Lots • Summary Ordinance 26-07 Amending Chapter 14 of the Falcon Heights City Code to License Special Event Commercial Parking Lots
Action(s) Requested	The City Council is requested to approve Ordinance 26-07 and amend Chapter 14 of the Falcon Heights City Code.

ORDINANCE NO. 26-07

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

**AN ORDINANCE AMENDING CHAPTER 14 OF THE FALCON HEIGHTS CITY
CODE TO LICENSE SPECIAL EVENT COMMERCIAL PARKING LOTS**

THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

Section 1. Chapter 14 of the Falcon Heights City Code is hereby amended to add a new Article X to read as follows:

ARTICLE X. SPECIAL EVENT COMMERCIAL PARKING LOTS

Sec. 14-311. Definitions. Except where otherwise expressly stated, the following terms, wherever used in this chapter, shall have the meanings respectively ascribed to them in this section:

- **Special event commercial parking lot:** Any commercially zoned premise (B-1, B-2 or B-3 zoning) where motor vehicles are parked, stored, or allowed to remain for a fee at any point.
- **Licensee:** The person or entity to whom a license is issued to operate a special event commercial parking lot.

Sec. 14-312. License required.

(a) No person shall engage in the business of operating a special event commercial parking lot without a license required under this article.

(b) Each license issued under this article shall be subject to the provisions of this chapter and shall be valid only for the period specified in the license.

Sec. 14-313. License fees. The license fee for operating a special event commercial parking lot shall be as established in the City Fee Schedule. The fee shall be paid at the time of application.

Sec. 14-314. Licensing requirements.

(a) Application. Any person desiring a license to operate a special event commercial parking lot shall submit an application on forms provided by the city. The application shall include:

1. The name, address, and telephone number of the applicant.
2. The name, address, and telephone number of the on-site contact for the proposed parking lot.
3. The location and size of the proposed parking lot.

4. The maximum number of vehicles to be parked on the lot.
5. A general description of the security measures to be provided.
6. Any other information deemed necessary by the city.

(b) Review and approval. The city shall review the application, inspect the proposed site, and approve or deny the license based on compliance with city standards and regulations.

(c) Issuance. Upon approval, the city shall issue the license, which shall be prominently displayed at the entrance to the parking lot.

Sec. 14-315. License expiration. Licenses issued under this article shall expire on December 31st of each year.

Sec. 14-316. Operational requirements.

(a) A special event commercial parking lot license will only be eligible to properties in a commercial zoning district.

(b) The charge for parking shall be clearly posted at the entrance to the parking lot in letters of sufficient size to be readily seen from the street.

(c) The parking lot shall be maintained in a clean and orderly manner, free from litter and debris.

(d) Adequate lighting shall be provided to ensure the safety and security of patrons.

(e) The parking lot shall comply with all applicable federal, state, and local traffic laws.

(f) The licensee shall ensure that no vehicles are parked in a manner that obstructs sidewalks, driveways, or other access points.

(g) The licensee shall ensure that all vehicles are parked in designated parking stalls as required by building codes.

Sec. 14-317. Insurance requirements.

No license shall be issued or renewed without proof of general liability insurance in an amount not less than one hundred thousand dollars (\$100,000) for injury or death to one person, three hundred thousand dollars (\$300,000) for each occurrence, and one hundred thousand dollars (\$100,000) for property damage. The certificate of insurance must be issued by an insurance company authorized to do business in the State of Minnesota.

Sec. 14-318. Enforcement and penalties.

Any violation of this article shall be subject to the enforcement and penalty provisions set forth in Chapter 1, Article II, General Penalty, of the Falcon Heights City Code, as may be amended from time to time. In addition, the city may suspend or revoke a license issued under this article for violations of this article or other applicable law.

Sec. 14-319. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this 8th day of July, 2026, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: _____

Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

SUMMARY ORDINANCE NO. 26-07

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

**AN ORDINANCE AMENDING CHAPTER 14 OF THE FALCON HEIGHTS CITY
CODE TO LICENSE SPECIAL EVENT COMMERCIAL PARKING LOTS**

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:

The purpose of this ordinance is to amend Chapter 14 of the Falcon Heights City Code to provide a process for licensing and requirements for operating a Special Event Commercial Parking Lot.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 8th day of July, 2026.

CITY OF FALCON HEIGHTS

BY:


Randall C. Gustafson, Mayor

ATTEST:



Jack Linehan, City Administrator

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REQUEST FOR ACTION

Meeting Date	July 8, 2026
Agenda Item	H2
Attachment	Ordinance 26-08
Submitted By	Hannah Myhren, Community Development Coordinator

Item	Approval of Ordinance 26-08 Amending Chapter 113 of the Falcon Heights City Code Concerning Commercial Parking Lot Licenses
Description	On June 23, 2026 the Planning Commission met and held a public hearing on an additional ordinance regarding commercial parking lot licenses. As the drafted Chapter 14 ordinance permits these lots in business districts, it was prudent to update the Zoning chapter of City Code to match that to ensure consistency across City Code. The Public Hearing was held and the Planning Commission voted unanimously to recommend approval the drafted ordinance to update Chapter 113, after removal of the requirement of these only being allowed during the two weeks of the Minnesota State Fair. It was recommended that be added to the Chapter 14 ordinance, if Council wishes. <u>Consistency with Comprehensive Plan</u> The City's 2040 Comprehensive Plan calls for enhancing access and safety for pedestrians and non-motorized transportation as part of the General Land Use Goals. Implementing a special event commercial parking lot license requirement will allow the City to quickly address concerns about safety during the State Fair and issue notices of violation to businesses that are not in compliance.
Budget Impact	N/A
Attachment(s)	• Ordinance 26-08 Amending Chapter 113 of the Falcon Heights City Code to License Special Event Commercial Parking Lots • Summary Ordinance 26-08 Amending Chapter 113 of the Falcon Heights City Code to License Special Event Commercial Parking Lots
Action(s) Requested	The City Council is requested to approve Ordinance 26-08 and amend Chapter 113 of the Falcon Heights City Code.

ORDINANCE NO. 26-08

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

**AN ORDINANCE AMENDING CHAPTER 113 OF THE FALCON HEIGHTS CITY
CODE CONCERNING SPECIAL EVENT COMMERCIAL PARKING LOTS**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION I. Section 113-3 of the City Code of Falcon Heights, Minnesota, is hereby amended to add the following definition (Deletions are shown with a ~~strikethrough~~. Additions are underlined):

Special event commercial parking lot means any commercial zoned premise (B-1, B-2, or B-3 zoning) where motor vehicles are parked, stored, or allowed to remain for a fee at any point.

SECTION II. Section 113-177(e) of the City Code of Falcon Heights, Minnesota is hereby amended to read as follows (Deletions are shown with a ~~strikethrough~~. Additions are underlined):

(e) *Permitted accessory uses.* The following uses shall be permitted accessory uses:

- (1) Off-street parking and loading, signs, fences, and decorative landscape features as regulated herein.
- (2) Temporary construction buildings (approved by zoning administrator)
- (3) Accessory structures other than private garages as regulated herein. The design, placement, screening, and size of the accessory buildings must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission.
- (4) Essential service structures, provided no building shall be located within 30 feet of an abutting lot in an R district. The placement of the essential service structure must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission.
- (5) Public telephone booths or drive-up service. The placement of the telephone booth or drive-up service must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission.
- (6) Planned landscape areas and edible landscape areas, including residential gardens, as defined and regulated in section 54-38.
- (7) Electric vehicle charges for public use.
- (8) Special event commercial parking lots, with city-issued license as outlined in Chapter 14, Article X. Special event commercial parking lots are also subject to section 113-410 of this chapter.

~~(8)~~ (9) Other as deemed to be normal, customary, and incidental by the zoning administrator.

SECTION III. Chapter 113 of the City Code of Falcon Heights, Minnesota, is hereby amended to create a new Section 113-410 as follows (Deletions are shown with a strikethrough. Additions are underlined):

Section 113-410 – Special event commercial parking lots

Special event commercial parking lots are only permitted as an accessory use to a business in the B-1, B-2, or B-3 zoning districts. The following standards shall apply to all special event commercial parking lots:

- (1) No special event commercial parking lot is permitted on a parcel of land that contains any residential use, regardless of the zoning district.
- (2) Businesses must obtain a special event commercial parking lot license as outlined in Chapter 14, Article X prior to operating the lot.
- (3) Parking is only permitted on paved surfaces designed for off-street parking. There shall be no parking on boulevards or rights-of-way.
- (4) The charge for parking shall be clearly posted at the entrance to the parking lot in letters of sufficient size to be readily seen from the street. Advertising for parking sales cannot be posted on trees or utility poles.
- (5) Outside sales of merchandise that is not part of the adjacent business is not permitted.

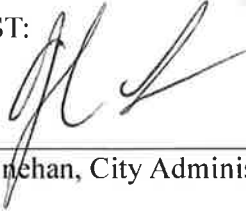
SECTION IV. Effective date. This ordinance is effective immediately upon its passage and publication.

ADOPTED this 8th day of July, 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. 26-08

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

**AN ORDINANCE AMENDING CHAPTER 113 OF THE FALCON HEIGHTS CITY
CODE CONCERNING SPECIAL EVENT COMMERCIAL PARKING LOTS**

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:

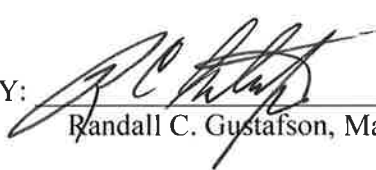
The purpose of this ordinance is to amend Chapter 113 of the Falcon Heights City Code to allow for Special Event Commercial Parking Lots as permitted accessory uses to a business in B-1, B-2, and B-3 zoning districts and provide regulations around the operation.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 8th day of July, 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	July 8, 2026
Agenda Item	H3
Attachment	Fee Schedule, Ordinance, Summary Ordinance
Submitted By	Jack Linehan, City Administrator

Item	2026 City Fee Schedule Ordinance										
Description	In 2022, the City moved from a fee schedule resolution to a fee schedule ordinance at the advice of the City Attorney. The City Council reviews the fee schedule annually for any adjustments and last amended the fee schedule during the December 22, 2025 City Council meeting to establish 2026 fees for sanitary sewer, storm drainage, recycling, credit card convenience fees, and Community Garden plots. Included in this proposed fee schedule are clarifying the current convenience fees associated with credit/debit card transactions, establishing a license fee of \$35 for Commercial Parking Lots to cover the staff time needed to administer the program, and changes to parking fine fees, including the addition of escalations for non-payments of administrative parking citations: Parking fines were previously stated as \$50/violation between the dates of September 16th and August 14th and doubled to \$100 between August 15th and September 15th. Now, the parking citation shall begin at \$60 between the dates of August 15th and September 15th, but the price will continue to increase as payment is delayed. Parking fine Parking fine September 16th - August 14th \$50.00/violation August 15th - September 15th \$100.00/violation See below <table border="1" style="margin-left: 40px; width: 100%;"> <thead> <tr> <th>Parking Fine</th><th>Terms</th></tr> </thead> <tbody> <tr> <td>\$35*</td><td>If paid within 72 hours of the citation being issued</td></tr> <tr> <td>\$60*</td><td>If citation is paid 4-14 days after issuance date</td></tr> <tr> <td>\$85*</td><td>If citation is paid 15-59 days after issuance date</td></tr> <tr> <td>\$100,*plus a 30% fine increase</td><td>If the citation is not paid after 60 days of issuance, then it will be turned over to collections</td></tr> </tbody> </table> *All parking fines will also incur a 3.5% convenience fee from T2 systems, separate from any credit card transaction fees.	Parking Fine	Terms	\$35*	If paid within 72 hours of the citation being issued	\$60*	If citation is paid 4-14 days after issuance date	\$85*	If citation is paid 15-59 days after issuance date	\$100,*plus a 30% fine increase	If the citation is not paid after 60 days of issuance, then it will be turned over to collections
Parking Fine	Terms										
\$35*	If paid within 72 hours of the citation being issued										
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\$100,*plus a 30% fine increase	If the citation is not paid after 60 days of issuance, then it will be turned over to collections										

	The proposed fee schedule reflects the discussion from the June 22nd workshop, where council directed a lower initial fee that escalates to reflect the costs the city would incur to run license plate lookups and send appropriate letters. The proposed fee schedule also better clarifies the minimum convenience fees for credit card/debit card transactions since the City utilizes two payment processing companies. Currently, the City utilizes Payroc, which is integrated within iWorQ, the City's permitting software. For any building, mechanical, plumbing, ROW, and dumpster/mobile storage unit permit fees <u>created</u> and <u>paid within</u> iWorQ, Payroc's credit/debit card transaction fees are 3.50%, with a minimum fee of \$2.00 per transaction, so the City mirrors that fee. The second payment processing system, AllPaid, is used for processing fees such as community garden plots, recreation fees, business licenses, parking passes, and any other payments that are completed outside of iWorQ. AllPaid's credit/debit card transaction fees are 2.95%, with a minimum fee of \$3.99 per transaction, so the City mirrors that fee. Unfortunately, Payroc is not able to create various "buckets" for payments to be made and applied to categories outside of iWorQ, so the City cannot utilize it for the processing payments associated with recreation programs, for example. Thus, the reason for having two separate convenience fees and the need to better define them in the Fee Schedule.
Budget Impact	N/A
Attachment(s)	• Proposed 2026 City Fee Schedule • Ordinance 26-09 Amending Fee Schedule • Summary Ordinance 26-09 Amending Fee Schedule

**CITY OF FALCON
HEIGHTS
Proposed 2026 Fee Schedule**

A. LICENSES

1. Business Licenses

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

2. Liquor Licenses

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

3. Other Licenses

<u>Item</u>	<u>Fee</u>
Amusement machines (per machine)	\$ 30.00
Tobacco	\$ 250.00
Contractor licenses	\$ 35.00
Peddlers and solicitors	
(For profit)	\$ 25.00 per individual
(Charitable)	Free, but license still required
Pedicab	\$50.00 per pedicab
	\$25.00 per driver
Refuse Haulers	\$ 100.00
Low-Density Rental License	\$ 50.00/per unit
High-Density Multifamily Rental License	
5-19 units per building	\$ 150.00
20-49 units per building	\$ 200.00
50-99 units per building	\$ 250.00
100+ units per building	\$ 300.00
Re-inspection	
(due to initial recheck failure or a no-show)	\$ 100.00 per occurrence
Cannabis Business Registration	
(Initial)	\$ 500.00
(Renewal)	\$ 1000.00
Lower-Potency Hemp Edible Retailer Business Registration	
(Initial)	\$125.00
(Renewal)	\$125.00
<u>Commercial Parking Lot License</u>	<u>\$35</u>

B. PERMITS

1. Building permit fees:

Value Range	Fee
\$1.00 - \$500.00	\$29.50
\$501.00 - \$2,000.00	\$28.00 for first \$500, \$3.70/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$83.50 for first \$2000, \$16.55/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$464.15 for first \$25,000, \$12.00/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$764.15 for first \$50,000, \$8.45/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,186.65 for first \$100,000, \$6.75/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,886.65 for first \$500,000, \$5.50/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$6,636.65 for first \$1,000,000, \$4.50/each additional \$1,000

Demolition or Removal of Structure	\$1.25 / 1,000 cubic ft.; minimum \$50.00
Relocation of Structure or Building	\$150.00
Plan Check Fee	Up to 65% of the calculated permit fee
State Surcharge	.0005 x the value of the project
Solar Permits	Fee
Solar Panel Installation	\$200.00
State Surcharge	\$1.00
Inspections Outside Normal Business Hours	\$75.00 per hour (minimum of two hours)
Reinspection	\$75.00 per each required reinspection
Work Commencing Before Permit Issuance	100% of the normal building permit fee

*Project value means the actual or estimated dollar amount charged for permitted work, including materials, labor, profit, and other fixed costs. It is the amount to be charged to the customer for the work done. If any material, equipment, labor, or installation is furnished by the owner, tenant, or any other party, the reasonable market value of such items must be added to the estimated cost or project value for permit fee purposes. In the event that there is a dispute on the amount of the job cost, the city may request the submission of a signed copy of the actual contract.

Refund Policy

In certain cases, and within certain limits, a permit fee may be refunded if the permitted work will not be completed, or in case of duplicate payment of the same permit. Refunds will be issued 100% of the original permit fee paid, minus credit card processing fees, if applicable, provided that no inspections have been conducted and/or no plan review has begun. If a plan review has taken place, the refund will be 100% of the permit fee minus the plan review fee and credit card processing fees. No refunds are available for expired permits or for permits that have undergone inspection. What to know:

- Request a refund within 180 days of paying the permit fee.
- Refunds are paid by check within six weeks.

5. Mechanical permit fee

Residential	Fee
Permit Fee	\$65.00 or 1.5% of the project value, whichever is greater
State Surcharge	\$1.00
Reinspection	\$75.00 per each required reinspection
Commercial	Fee
Permit Fee	\$60.00 + project value x 2%
State Surcharge	.0005 x the value of the project
Reinspection	\$75.00 per each required reinspection

*Project value means the actual or estimated dollar amount charged for permitted work, including materials, labor, profit, and other fixed costs. It is the amount to be charged to the customer for the work done. If any material, equipment, labor, or installation is furnished by the owner, tenant, or any other party, the reasonable market value of such items must be added to the estimated cost or project value for permit fee purposes. In the event that there is a dispute on the amount of the job cost, the city may request the submission of a signed copy of the actual contract.

6. Plumbing Permit Fees

Residential & Commercial	Fee
Permit Fee	\$45.00 base fee
Fixtures	\$10.00 each
State Surcharge	\$1.00
Reinspection	\$75.00 per each required reinspection

7. Sewer Permit Fees

Residential & Commercial	Fee
Sewer Connection or Repair	\$50.00
Sewer Availability Charge (SAC) - Metropolitan Council (Passthrough Cost)	\$2,458 per unit as determined by the MET Council
Street Opening	\$25.00

8. Right-of-Way Permit Fees

Right-of-Way	Fee
Annual Registration	\$25.00
Hole	\$400.00
Trench	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Obstruction	\$50.00 + \$0.20 per lineal foot
Small Cell Wireless	Fee
Permit Fee	\$100.00
Rent on City Structure	\$150.00
Maintenance on Colocation	\$25.00 per year
Radio Node Less than 100 Watts	\$73.00 per month
Radio Node Over 100 Watts	\$182.00 per month

9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00

11. Zoning Permit

Item	Fee
Fence	\$50.00
Temporary Sign	\$50.00
Permanent Sign	\$50.00
Residential Driveway	\$50.00
Commercial Driveway	Subject to building permit fees

12. Mobile Storage Structure / Dumpster Permit

Location	Fee
On Private Property	
14 Days	\$10.00
30 Days	\$20.00
On Public Street	
72 Hours	\$10.00

Permits may be renewed once in a 90 calendar-day period

13. Chicken Permit (first time and subsequent applications) \$ 50.00

14. Beekeeping Permit (first time and subsequent applications) \$50.00

C. PLANNING FEES*

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review	
(when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/ Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00
Tax Increment Finance (TIF)	
Application Fee	\$5,000.00 Non-Refundable
Escrow	\$10,000.00

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

D. FACILITY RENTAL FEES

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

Park Facility Rental Amenities & Fees

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

Disclaimers:

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

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

City Hall Facility Rental Fees

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

Disclaimers:

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

Hall.

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

Field/Court/Rink Rental Fees

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

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

Disclaimers:

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

CURTISS FIELD

1551 Iowa Avenue Falcon Heights, MN 55113

COMMUNITY PARK

2050 Roselawn Ave Falcon Heights, MN 55113

THE GROVE

1600 Coffman Street, Falcon Heights, MN 55113

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

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

F. MISCELLANEOUS FEES

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

Credit/Debit card convenience fees

- Payroc (specific to card transactions for permits within iWorQ) 3.50% per transaction; Minimum of \$ 2.00 per transaction
- AllPaid (specific to card transactions occurring within AllPaid for licenses, recreation fees, community garden plots, parking passes, etc.) 2.95% per transaction; Minimum of \$ 3.99 per transaction

Community Garden plot fee \$ 30.00 per plot

¹The charges apply only when hard copies are mailed. These documents can be viewed free of charge on the website or at City Hall.

G. FALSE ALARM FEES

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

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

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

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

3. Penalties and Assessment

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

H. VEHICLE EMERGENCY RESPONSE

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

I. PARKING FEES

<u>Item</u>	<u>Fee</u>
Application fee to designate "residential area" permit parking	\$ 200.00
Annual residential area parking permit	
First two vehicles	\$ 15.00/vehicle
Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit/parking pass replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/one-day event	\$ 25.00
Parking zones paid parking	\$ 25.00

Talk
Parking fine

September 16th - August 14th

August 15th - September 15th

\$50.00/violation

~~\$100.00/violation~~

See below

\$100/violation

Administrative citation for parking

viol.

<u>Parking Fine</u>	<u>Terms</u>
\$35*	If paid within 72 hours of the citation being issued
\$60*	If citation is paid 4-14 days after issuance date
\$85*	If citation is paid 15-59 days after issuance date
\$100,*plus a 30% fine increase	If the citation is not paid after 60 days of issuance, then it will be turned over to collections

Administrative citation
*All parking fines will also incur a 3.5% convenience fee from T2 systems, separate from any credit card transaction fees.

J. SANITARY SEWER

The sanitary sewer fee for residential units is \$39.25 per quarter plus \$0.0257794 per cubic foot of water usage during the months of November – January. For apartment units, the rate will be \$39.25/unit/quarter plus \$0.0257794 per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is \$0.0257794 per cubic foot of water usage during each month.

K. STORM DRAINAGE

The fee for storm drainage is \$29.00 per quarter for residential units and \$275.90 per acre for commercial and apartment units.

L. HYDRANT WATER

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

M. RECYCLING

The recycling charge is \$ 17.25 per quarter for residential units.

N. STREET LIGHTING

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

O. FEES FOR UNSPECIFIED REQUESTS

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

P. SNOW AND ICE REMOVAL

Cost of abatement¹.

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

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 26-09

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR
THE CITY OF FALCON HEIGHTS RELATIVE TO COMMERCIAL
PARKING LOT LICENSE FEES AND PARKING FINES**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1. The City of Falcon Heights Fee Schedule attached hereto as Exhibit A and incorporated herein by reference is hereby adopted.

SECTION 2. This ordinance shall be effective upon passage.

ADOPTED this 8th day of July 2026, by the City Council of Falcon Heights,
Minnesota.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

Item tabled

SUMMARY ORDINANCE NO. 26-09

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

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR THE CITY OF
FALCON HEIGHTS RELATIVE TO COMMERCIAL PARKING LOT LICENSE FEES
AND PARKING FINES**

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:

The purpose of this ordinance is to amend the City Fee/Rate Schedule for the fines for parking violations and commercial parking lot license fees.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 8th day of July, 2026.

CITY OF FALCON HEIGHTS

BY: _____

Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

Item tabled