

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
April 22, 2020 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH___

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. March 11, 2020 Regular City Council Meeting
2. April 8, 2020 Emergency/Special City Council Meeting (held by web conference)

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 4/14/20 \$190,462.16
Payroll through: 4/15/20 \$21,441.72
2. Appointment of Karen Cooley Kistler to Community Engagement Commission
3. Community Development Coordinator Justin Markon's 18-Month Employee Step Adjustment

G. POLICY ITEMS:

1. Wetland Conservation Act (WCA) Delegation to Capitol Region Watershed District
2. Accept DEED Grant for Amber Union Project

H. INFORMATION/ ANNOUNCEMENTS:

I. 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. **A PROCESS TO RECEIVE PUBLIC FEEDBACK IS BEING CONSIDERED.***

J. ADJOURNMENT:

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AGENDA
March 11, 2020 at 7:00 P.M

A. CALL TO ORDER:

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 MIAZGA_X__ WEHYEE_X__

STAFF PRESENT: THONGVANH_X__

C. PRESENTATION

1. Coronavirus (COVID-19) Update

Dan Johnson-Powers, Assistant Emergency Manager for Allina Health and Falcon Heights Fire Department

City Administrator Thongvanh and I attended a Coronavirus meeting today. I will be providing updates on what health care is doing and what the public can do. I am representing myself and am not an official spokesperson.

On the healthcare side, there are a lot of emails to stay up to date and tremendous coordination across the metro clinics, long-term care facilities, hospitals, etc. In addition, they are creating plans on how to tackle the new virus similar to H1N1 and other widespread viruses. We are also encouraging everyone to use the nurse advice line instead of coming to the hospital.

In terms of the city, we were advised today that there is a class being offered in April on Continuity of Operations. We are blessed to have a Ramsey County emergency management group that contracts with a company that provides an online tool to help cities develop Continuity of Operations planning. The planning assists the city when the city hall is unavailable and can relocate and use surrounding cities' council chambers for meetings. In addition, the plan also assists the city when council members are sick and do not have enough to attend a meeting to establish a quorum. There are many different options in the Continuity of Operations planning.

There are many fears in the public. In order to ease the stress, we need to look at factual information from the CDC, Minnesota Department of Health, and Ramsey County websites to stay up to date. The City of Falcon Heights has long preached about personal and family preparedness and held courses or have CERT teams educate residents on emergency preparedness.

2. Park Commission Annual Report

Walt Dunlap, Chair of Parks and Recreation Commission

Walk reviewed the Parks and Recreation Commission recent and future activities, which include:

- Planning for summer programming: the city is currently hiring for seasonal workers
- The Garden in a Box program
- Target Soccer Grant
- Ice Cream Social and Hotdog with a Deputy 2019
- Ice Cream Social 2020: Ramsey County Sheriff's Office is discontinuing Hotdog with a Deputy and will use the funds for different programs and projects
- The Good Neighbor Grant -Story Time, Shed, Rec on the GO
- Twins Youth Baseball Clinic 2020 Curtiss Field basketball court

3. Pavement Management Program

Jesse Freihammer, City Engineer

This is an overview only. City Administrator Thongvanh and City Council will discuss more details at next week’s workshop on how we determine street projects.

The Pavement Management Project (PMP) helps the city rate the road, sanitary, storm, water utilities, curbs, and sidewalks and replace the damages. It also helps the city to meet ADA compliance. In 2015, we did mill and overlays and in 2017, we did mill and reclamation work in the University Grove neighborhood to smooth the roads and control the cracks.

The city rates the roads every four years by collecting data from road inspections and maintenance staff input. We will review the data and give the road segment a rating between 0-10. The goal is to maintain a citywide average PCI rating of 75 or above. In addition, mill and overlay is recommended for any street section that falls below a PCI rating of 66 and reclamation or reconstruction for any street section that falls below a PCI rating of 35. Falcon Heights' current rating is 72 because the city has not done a project in four years; however, if there is a project, the number will go up.

D. APPROVAL OF MINUTES:

- | | |
|---|--------------|
| 1. February 12, 2020 City Council Meeting Minutes | Approved 4-0 |
| 2. February 26, 2020 City Council Meeting Minutes | Approved 4-0 |

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 3/03/20 \$253,331.50
Payroll through: 2/29/20 \$19,450.80

Council Member Miazga, Approved 4-0

G: POLICY ITEMS:

1. Fire Department –FEMA Grant Quotes

City Administrator Thongvanh

The RCA item title is incorrect, and it should be Fire FEMA Grant.

The city applied for the FEMA Assistance to Firefighters Grants for \$111,000 in 2018. The request included Personal Protective Equipment (helmets, boots, hoods, coats, and pants) for \$63,000 and Modify Facilities (Source Capture Exhaust Systems) for \$48,000. Unfortunately, the city was denied for the Personal Protective Equipment but awarded funds for the Source Capture Exhaust Systems. The grant is a 95/5 match.

The city requested quotes from TNC Industries, Inc. and Tom Lynch to install the Source Capture Exhaust System. The FEMA grant will cover \$45,714.28 of the project cost and the city will cover the \$2,285.72, for a total approved budget of \$48,000. In addition, the city will cover additional costs that surpass the approved budget of \$48,000.

Staff recommends approving the quote from TNC Industries, Inc. for installation of the Plymovent system and authorizes the City Administrator to authorize additional work as necessary, not to exceed \$10,000.

Council Member Andrews, Approved 4-0

2. Community Park Building - Structural Evaluation and Recommendations

City Administrator Thongvanh

Every year, the city does visual inspections and repairs of the Community Park Building. During the 2019 visual inspections and repairs, city staff noticed multiple issues that needed further investigations if the city wants to continue to open the facility. Bolton & Menk was recommended by our City Engineer. The budget impact is \$5,500, which includes a one-day field investigation, evaluation of the structural impacts, and a rehabilitation recommendation letter report outlining potential repair and rehabilitation methods and expected design life of those repairs or rehabilitations.

The Community Park is valuable to the community by hosting family reunions, birthdays, and city events and summer programs. It is the center point for everyone. The inspector will review the building and will determine the integrity of the building. If the building is safe to use, the city will make an announcement and open the park reservations.

Council Member Wehyee Moved, Approved 4-0

H. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews

- The Environment Commission met on Monday and discussed the bee ordinance. The ordinance will be at the City Council workshop.

Council Member Miazga

- NYFS is nearing its end in finding a president and new director. We should hear an announcement in the next 3-5 weeks. The Leadership Luncheon is on May 6, from 11:30am-1pm at the Midland Hills Country Club. All are welcome to attend.

Council Member Wehyee

- The Community Engagement Commission (CEC) does not meet this month and is using it as a work month. We are close to completing the CEC work plan, and it will be presented at the April 22 City Council meeting. I would like to thank staff liaison Amanda Lor and Kim Johnson (CEC Chair) for putting it together.
- On Thursday, March 12, Barbara Barany from the League of Women Voters Roseville and an active community member, city staff Justin Markon, and I met the CTC board members. We discussed the 2020 census and created a participation plan. We need to make sure every resident is counted.
- The University of Minnesota made a decision to cancel their classes due to COVID-19 up to May 11.

Mayor Gustafson

- Due to the COVID-19, Breakfast with the City Council event will be discussed at next week's workshop if the council still wants to host the event.
- The Environmental forum hosted by the League of Women Voters Roseville is on March 24, at Ramsey County Library in Roseville. Please visit their website for cancellation announcements.
- Coffee with a Cop/Eggroll with a Deputy was a successful event. The eggrolls were delicious, and we bought complimentary food and coffee for the guests.

City Administrator Thongvanh

- The printed newsletter will be mailed out in the next two weeks. Each year, the newsletter continues to improve on communications and design layout.
- On April 15, Mayor Gustafson and I will meet with the City of Roseville Fire Department and will discuss audits. They will also present it at our City Council meeting.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:55 P.M.

Randy Gustafson, Mayor

Dated this 11th day of March, 2020

Sack Thongvanh, City Administrator

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
April 8, 2020 at 7:00 P.M.

NOTE: THIS MEETING WAS HELD BY PHONE CONFERENCE

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS X GUSTAFSON X LEEHY X
 MIAZGA X WEHYEE X

STAFF PRESENT: THONGVANH X

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. March 23, 2020 Emergency/Special City Council Meeting (held by phone conference)

Approved 5-0

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 3/31/20 \$5,255.18
Payroll through: 3/31/20 \$18,704.76
2. Approve Good Neighbor Fund
3. Resignation of Julie Stegman from the Community Engagement Commission

City Administrator Thongvanh

Request for amendment on the Request for Council Action, there was a typo in the action requested box. Change “thank his years of service and dedication to the City of Falcon Heights” to “her years of service...”.

Council Member Wehyee, Approved 5-0

G. POLICY ITEMS:

1. Resignation of Administrative Coordinator Amanda Lor

City Administrator Thongvanh

Amanda has helped with our communication with social media, website, redesigning the current e-newsletter and other marketing materials. Amanda has shown dedication in her position with the City. Amanda has gone above and beyond the call of duty the last year and a

half. We will miss her greatly and we wish her the best in her future endeavors with her new career with Minnesota Department of Housing as their Digital Communication Specialist.

Council Member Miazga

Amanda will be missed. City should consider the option of not filling the position due to ongoing circumstances.

Council Member Leehy

Council Member Leehy has had only positive interactions with Amanda in the time she has been with our City and she will be missed.

Council Member Wehyee

Council Member Wehyee stated that Amanda was nice to work with and has helped him navigate his new role on the City Council. She has left a great legacy that we hope to continue on the Community Engagement Commission.

Mayor Gustafson

Amanda has been a pleasure to work with and will be missed.

Council Member Andrews

Agrees that Amanda has been a great addition to the City and will be missed.

Council Member Leehy, Approved 5-0

2. Job Description and Title Change from Administrative Coordinator to Administrative and Communications Coordinator

City Administrator Thongvanh

This title change is based on a discussion with Amanda and the new demands that the position has taken on. Over the years, the position has changed from part-time to full time. Additional responsibility was added to the position including Community Engagement Commission and communications (newsletter, e-news, website, street-sweeping notification, etc.). Communication used to be 20% of this job description and that has now changed to 40% due to the duties. This position is also engaged with event planning and stakeholders. The position has not been posted yet due to the current situation and what the norm will be.

Council Member Leehy

One of the duties listed under communication is community outreach. Amanda ended up doing more with the Community Engagement Commission. History has always been that staff has always been assigned to a commission. Due to our Cultivating a Caring Community Initiative, this has been increased. Is the statement community outreach sufficient? Should there be additional info referencing the Community Engagement Commission duties. I trust the judgement of Administrator Thongvanh.

City Administrator Thongvanh

In the 2020 budget, there has been \$10-\$15,000 allocated to a Community Engagement Intern position. This has been put on hold. The individual to fill the position being discussed would temporarily fill the duties of the community engagement position.

Council Member Miazga

Not filling the Community Engagement Intern position right away will assist with the budget. We also might not get people applying for the position right away.

Council Member Leehy

The times that we are in will create a different pool of people that are applying. Agreeing with Miazga.

Mayor Gustafson

The unemployment rate right now may mean that there are people that are looking for positions like we have to offer right now. Agree with Council Leehy that Administrator Thongvanh would be the best person to determine the needs of the City, staffing and Administration.

City Administrator Thongvanh

City Administrator Thongvanh has stated that he does not want to be in the predicament of having more than one vacant position. City staff has divided the current duties of the vacant position. Training a new person in the position wouldn't be difficult as city operations are continuing as normal (applications, permits, city code, etc.)

Council Member Wehyee

Punctuation- periods at the end of the bullet points

Mayor Gustafson

Should add "working knowledge" to the social media duties under communication

Council Member Miazga, Approved 5-0

H. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews

- Positive feedback from the community during this time

Council Member Miazga

- The positive effort from the community making masks.
- Attended six foot dance at Falcon Heights UCC about two weeks ago.
- COVID-19 response in MN has been good.
- Recognition to the University of Minnesota for creating an on-site testing facility in Minneapolis by converting two of their research buildings. One of the interdisciplinary research teams has designed two respirator mask prototypes from industry donations. Another team has created a prototype for low-cost ventilators.

Council Member Leehy

- There is a strong sense of community in Falcon Heights.

Council Member Wehyee

- The community has been doing a great job responding to the Census.
- The Metropolitan Council has been offering free services, rides and grocery delivery.
- Residents have practiced social distancing.

Mayor Gustafson

- Falcon Heights is a great community other though they are at home but still engaged.
- County Commissioner Trista MatasCastillo has offered her word to the City for assistance.
- Ramsey County has many services for residents.
- COVID rate is lower than other populated counties.
- Sheriff's Office has instituted the HELP Team during COVID response. Fifteen individuals including the Sheriff's wife as the coordinator. This team will connect people with resources, pick up groceries, provide cloth masks, etc. This team is looking to especially assist Senior Residents.

City Administrator Thongvanh

- Thank you to residents and Council Members for the support of City operations.
- Press releases have been sent out in regard to our parks and courts being closed. Trails are open if residents adhere to social distancing.
- Governor has extended stay at home order until May 4th.
- In contact with other cities about teleconferencing and how they are handling the executive orders given by the Governor.
- There has been a request for Conduit Bonding; usually request are connected to the City. Conduit Bonding requires public hearings. Requests have been made by other cities on how they can go about this during the current situation. League of Minnesota Cities and CTV are also looking into this.
- Audit presentation will be conducted via web. Audit for revenue and expenditure source went well according to Finance Director. Looking into a \$300,000 increase in General Fund from a mistake that was clarified. We also received \$90-100,000 in revenue for franchise fees with Xcel. Those are initially designated to be used as a capital (not confirmed yet).

I. COMMUNITY FORUM:

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J. ADJOURNMENT: The meeting adjourned at 8:05 p.m.

Randy Gustafson, Mayor

Dated this 8th day of April, 2020

Sack Thongvanh, City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2020
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 4/14/20 \$190,462.16 Payroll through: 4/15/20 \$21,441.72
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 02126 APARIL 7 PAAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
=====						
01-00087	AMANDA LOR					
I-202004077478		CELL PHONE AND MILEAGE REIMB	34.02			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		CELL PHONE REIMB		101 4116-85010-000	TELEPHONE	20.00
		MILEAGE R3IMB		101 4112-86010-000	MILEAGE & PARKING	14.02
		=== VENDOR TOTALS ===	34.02			
=====						
01-00250	AMERIPRIDE SERVICES					
I-1004756933		TOWEL SVCS	76.13			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		TOWEL SVCS		101 4124-82011-000	LINEN CLEANING	76.13
		=== VENDOR TOTALS ===	76.13			
=====						
01-00875	BHE COMMUNITY SOLAR, LLC					
I-10403712		CITY SOLAR GARDEN FEB	786.75			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		CITY SOLAR GARDEN FEB		101 4131-85025-000	SOLAR ELECTRIC	786.75
		=== VENDOR TOTALS ===	786.75			
=====						
01-01034	BRAKE AND EQUIPMENT WAREHOUSE					
I-202004077475		BRAKE CLEAN	7.35			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		BRAKE CLEAN		101 4132-87000-000	REPAIR EQUIPMENT	7.35
		=== VENDOR TOTALS ===	7.35			
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01-03001	CAMPBELL KNUTSON					
I-268		FEB LEGALS	1,086.00			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: Y		
		FEB LEGALS		101 4114-80200-000	LEGAL FEES	1,086.00
I-269		MAR LEGALS	609.00			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: Y		
		MAR LEGALS		101 4114-80200-000	LEGAL FEES	609.00
		=== VENDOR TOTALS ===	1,695.00			

PACKET: 02126 APARIL 7 PAAYABLES

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06290		CITY OF ROSEVILLE				

I-228643		ENNGINEERING		1,758.73		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020			1099: N	
		ENGINEERING			101 4133-80100-000	ENGINEERING SERVICES 1,758.73
=====						
I-228842		IT SVCS		3,693.75		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020			1099: N	
		IT SVCS			101 4124-80330-000	FIRE CONSULTANT 924.00
		IT SVCS			101 4116-85070-000	TECHNICAL SUPPORT 2,769.75
		=== VENDOR TOTALS ===		5,452.48		

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01-05115		GOPHER STATE ONE CALL				
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I-0030383		MAR 2020 LOCATES		36.45		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020			1099: N	
		MAR 2020 LOCATES			601 4601-88030-000	LOCATES 36.45
		MAR 2020 LOCATES			601 4601-88030-000	LOCATES 0.00
		=== VENDOR TOTALS ===		36.45		

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01-05138		GRANICUS				
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I-124879		WEBSITE DESIGN AND IMPLMNTAI		1,500.00		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020			1099: N	
		WEBSITE DESIGN AND IMPLMNTAIO			101 4116-85060-000	WEB SITE 1,500.00
		=== VENDOR TOTALS ===		1,500.00		

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01-05235		JAN-PRO CLEANING SYSTEMS				
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I-92762		JANITORIAL SVC APRIL		450.00		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020			1099: N	
		JANITORIAL SVC APRIL			101 4131-87010-000	CITY HALL MAINTENANCE 225.00
		JANITORIAL SVC APRIL			101 4124-61530-000	FIRE HALL CLEANING 225.00
		=== VENDOR TOTALS ===		450.00		

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01-04570		JOSEPH, KATRINA E.				
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I-0099		MAR PROSECUTIONS		2,500.00		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020			1099: Y	
		MAR PROSECUTIONS			101 4123-80200-000	LEGAL FEES 2,500.00
		=== VENDOR TOTALS ===		2,500.00		

PACKET: 02126 APARIL 7 PAAYABLES

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05418	JUSTIN MARKON				

I-202004077480	MILEAGE AND CELL P HONE REIMB	44.44			
4/07/2020	APBNK DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
	MILEAGE REIMB		101 4117-86010-000	MILEAGE	24.44
	CELL PHIONE REIMBH		101 4117-85015-000	CELL PHONE	20.00
	=== VENDOR TOTALS ===	44.44			

01-05665	METROPOLITAN COUNCIL				
I-1108363	MAY SS	51,341.49			
4/07/2020	APBNK DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
	MAY SS		601 4601-85060-000	METRO SEWER CHARGES	51,341.49
	=== VENDOR TOTALS ===	51,341.49			

01-05427	NANDKUMAR, NALISHA				
I-202004077477	PHONE REIMB	20.00			
4/07/2020	APBNK DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
	PHONE REIMB		101 4116-85010-000	TELEPHONE	20.00
	=== VENDOR TOTALS ===	20.00			

01-07263	NEXTEL COMMUNICATIONS, INC				
I-172868921-18	CELL PHONE TO MAR 26	17.16			
4/07/2020	APBNK DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
	CELL PHONE TO MAR 26		101 4124-85015-000	CELL PHONE	17.16
	=== VENDOR TOTALS ===	17.16			

01-06053	OREILLY AUTO PARTS				
I-3243-234240	MOTOR OIL	47.95			
4/07/2020	APBNK DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
	MOTOR OIL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	47.95
	=== VENDOR TOTALS ===	47.95			

01-05337	RAUEN, WILLIAM				
I-202004077479	FIRE CLASS MANKATO REIMB	195.30			
4/07/2020	APBNK DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
	FIRE CLASS MANKATO REIMB		101 4124-86020-000	TRAINING	195.30
	=== VENDOR TOTALS ===	195.30			

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-06973 RENGEL PRINTING CO

I-119843X		NEWSLWTTTER	2,338.43		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N	
		NEWSLWTTTER		101 4116-70500-000	POSTAGE 2,240.99
		NEWSLWTTTER		206 4206-70420-000	NEWSLETTER 97.44
=== VENDOR TOTALS ===			2,338.43		

01-06141 SHI INTERNATIONAL GROUP

I-B11508048		MS OFFICE WINDOWS PLATFORM	365.00		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N	
		MS OFFICE WINDOWS PLATFORM		101 4112-70100-000	SUPPLIES 365.00
=== VENDOR TOTALS ===			365.00		

01-00935 ST PAUL REGIONAL WATER SERVICE

I-202004077476		SS AND WATER	140.86		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N	
		SS AND WATER		101 4141-85040-000	WATER 32.61
		SS AND WATER		101 4141-85070-000	SEWER 11.58
		SS AND WATER		101 4131-85040-000	WATER 71.46
		SS AND WATER		101 4131-85070-000	SEWER 25.21
=== VENDOR TOTALS ===			140.86		

01-05374 TENNIS SANITATION LLC

I-2616294		MAR RECYCLING	6,249.75		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N	
		MAR RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS 6,249.75
I-2616295		MAR SWMT AND CEC CHRGS	66.50		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N	
		MAR SWMT AND CEC CHRGS		101 4131-87010-000	CITY HALL MAINTENANCE 66.50
=== VENDOR TOTALS ===			6,316.25		

01-05737 VERIZON WIRELESS

I-9851197243		CELL PHONE	60.07		
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020		1099: N	
		CELL PHONE		101 4117-85015-000	CELL PHONE 60.07
=== VENDOR TOTALS ===			60.07		

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-----ID-----		GROSS	P.O. #		
DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====					
01-05870	XCEL ENERGY				

I-202004077474	ELECT	39.85			
4/07/2020	APBNK	DUE: 4/07/2020 DISC: 4/07/2020	1099: N		
	ELECT		101 4121-85020-000	ELECTRIC	11.51
	ELECT		101 4141-85020-000	ELECTRIC/GAS	28.34
=== VENDOR TOTALS ===		39.85			
=== PACKET TOTALS ===		73,464.98			

PACKET: 02129 APRIL 14 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-03110 CENTURY LINK

I-202004147487		LIFT STATION AUTO DIALER	68.69			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		LIFT STATION AUTO DIALER		601 4601-85011-000	TELEPHONE - LANDLINE	68.69
=== VENDOR TOTALS ===			68.69			

01-03583 DELL MARKETING L.P.

I-10383151290		DELL 23 MONITOR	294.82			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		DELL 23 MONITOR		401 4401-90100-000	FURNITURE & EQUIPMENT	294.82
=== VENDOR TOTALS ===			294.82			

01-05440 LOFFLER COMPANIES, INC

I-3397285		MARCH COPER CHARGES	46.57			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		MARCH COPER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	46.57
=== VENDOR TOTALS ===			46.57			

01-05778 MCCANN, MORGAN

I-202004147488		RLEIMBURSEMENT EMT CERT FEE	20.00			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		RLEIMBURSEMENT EMT CERT FEE		101 4124-86020-000	TRAINING	20.00
=== VENDOR TOTALS ===			20.00			

01-05060 MCQUEEN EQUIPMENT INC

I-P26555		SWEEPER PARTS	252.72			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		SWEEPER PARTS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	252.72
I-P266609		SWEEPER PARTS	420.43			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		SWEEPER PARTS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	420.43
=== VENDOR TOTALS ===			673.15			

PACKET: 02129 APRIL 14 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05273	MN	PUBLIC EMPLOYEES INSURANCE				
I-96035		MAY HEALTH INS	10,842.98			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		,AY HEALTHINS		101 4112-89000-000	MISCELLANEOUS	10,842.98
		=== VENDOR TOTALS ===	10,842.98			
=====						
01-0624	OCCUPATIONAL HEALTH CENTERS OF					
I-202004147486		RANDOM DRUG TESTING	49.50			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		RANDOM DRUG TESTING		101 4132-89000-000	MISCELLANEOUS	49.50
		=== VENDOR TOTALS ===	49.50			
=====						
01-06030	OLSON, ROLAND					
I-202004147490		FLEX REIMBURSEMNT	161.77			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		FLEX REIMBURSEMNT		101 21712-000	MEDICAL FLEX SAVINGS PAY	134.26
		FLEX REIMBURSEMNT		601 21712-000	MEDICAL FLEX SAVINGS PAY	24.27
		FLEX REIMBURSEMNT		602 21712-000	MEDICAL FLEX SAVINGS PAY	3.24
		=== VENDOR TOTALS ===	161.77			
=====						
01-06112	PIONEER PRESS					
I-202004147485		LEGALS	24.51			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		LEGALS		101 4111-70410-000	LEGAL NOTICES	24.51
		=== VENDOR TOTALS ===	24.51			
=====						
01-06185	RAMSEY COUNTY					
I-PRRRV001327		OVERLAPPING DEBT SCHEDULES	95.00			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		OVERLAPPING DEBT SCHEDULES		101 4113-89000-000	MISCELLANEOUS	95.00
I-RISK 002041		DENTAL, LIFE, DISA ILITY INS	1,041.89			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		DENTAL, LIPE, DISA ILITY INS		101 4112-89000-000	MISCELLANEOUS	1,041.89
		=== VENDOR TOTALS ===	1,136.89			

PACKET: 02129 APRIL 14 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06184	RAMSEY COUNTY	- POLICE AND 911				
I-EMCOM 008366		MAR RADIO FLEET	68.64			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		MAR RADIO FLEET		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	68.64
I-EMCOM 008399		MAR CAD	530.66			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		MAR CAD		101 4122-81200-000	911 DISPATCH FEES	530.66
I-EMCOM 008415		MAR 911 DISPATCH	2,739.96			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		MAR 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,739.96
I-SHRFL 001874		RAMSEY COUNTY - POLICE AND 91	97,675.43			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		RAMSEY COUNTY - POLICE AND 911		101 4122-81000-000	POLICE SERVICES	97,675.43
		=== VENDOR TOTALS ===	101,014.69			
=====						
01-06301	SAMS CLUB MC/SYNCB					
I-202004147491		NEWSPAPER PIONEER PRESS	1,665.68			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		NEWSPAPER		101 4116-70100-000	SUPPLIES	32.00
		ADVIL		101 4132-70120-000	SUPPLIES	19.98
		COMPOST RECYCLING BINS		206 4206-89010-000	CLEANUPDAY/EVENTS/ORG CO	1,566.11
		FACEBOOK ADS		101 4111-86100-000	CONFERENCES/EDUCATION/TR	47.59
		=== VENDOR TOTALS ===	1,665.68			
=====						
01-06525	SUBURBAN ACE HARDWARE					
I-202004147489		BATTERIES, GLASS, KEYS	279.90			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		BATTERIES, GLASS, KEYS		101 4131-70110-000	SUPPLIES	279.90
		=== VENDOR TOTALS ===	279.90			
=====						
01-05737	VERIZON WIRELESS					
I-9851341292		CELL PHONE TO MAR 26	80.02			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		CELL PHONE TO MAR 26		101 4124-85015-000	CELL PHONE	80.02
		=== VENDOR TOTALS ===	80.02			

PACKET: 02129 APRIL 14 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870 XCEL ENERGY						
I-202004147484		ELECT	531.11			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		ELECT		101 4131-85020-000	ELECTRIC	229.73
		ELECT		101 4141-85020-000	ELECTRIC/GAS	86.03
		ELECT		101 4141-85020-000	ELECTRIC/GAS	29.04
		ELECT		101 4141-85020-000	ELECTRIC/GAS	4.84
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	29.87
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	44.63
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	38.41
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	21.27
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	46.47
		ELECT		101 4121-85020-000	ELECTRIC	0.82
		=== VENDOR TOTALS ===	531.11			

01-07205 ZEP SALES & SERVICE						
I-9005066692		CLEANER PRODUCTS	106.90			
4/14/2020	APBNK	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		CLEANER PRODUCTS		101 4141-70100-000	SUPPLIES	106.90
		=== VENDOR TOTALS ===	106.90			
		=== PACKET TOTALS ===	116,997.18			

EMP #	NAME	AMOUNT
C .005	SACK THONGVANH	3,660.81
01-1020	AMANDA P LOR	2,733.08
01-1022	NALISHA NANDKUMAR	1,527.41
01-1136	ROLAND O OLSON	2,809.53
01-1021	JUSTIN M MARKON	1,519.76
01-0040	KEVIN ANDERSON	200.67
01-0085	DANIEL S JOHNSON-POWERS	167.99
01-0087	MICHAEL A MCKAY	279.78
01-0095	MICHAEL J POESCHL	568.73
01-0097	PATRICK GAFFNEY	266.17
01-0106	SCOTT A TESCH	109.36
01-0124	MICHAEL D KRUSE	246.23
01-0132	ANDREW K TEMME	160.85
01-0135	MORGAN B MCCANN	189.32
01-0137	DANIEL J WATTENHOFER	331.85
01-0138	GRANT W HEITMAN	95.76
01-0139	WILLIAM M RAVEN	278.53
01-0140	RYAN J CARLSON	238.72
01-2172	MICHAEL W ARCAND	184.32
01-1030	TIMOTHY J PITTMAN	2,239.40
01-1033	DAVE TRETSVEN	1,773.45
01-1143	COLIN B CALLAHAN	1,860.00

TOTAL PRINTED: 22 21,441.72

4-09-2020 7:03 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 4/09/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	22	21,441.72
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	22	21,441.72

*** NO ERRORS FOUND ***

** END OF REPORT **



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2020
Agenda Item	Consent F2
Attachment	Resolution
Submitted By	Nalisha Nandkumar, Assistant to the City Administrator

Item	Appointment of Karen Cooley-Kistler to the Community Engagement Commission
Description	<p>City Staff and the Chair for the Community Engagement Commission interviewed Ms. Karen Cooley-Kistler for the Community Engagement Commission. Her Commission application is below.</p> <p>Date: 04/03/2020</p> <p>Name: Karen Cooley-Kistler</p> <p>In Which Capacity Would You Like to Serve? Community Engagement Commission</p> <p>What is the Reason You Would Like to Serve? I am very much a community-minded person. And after this Covid crisis, we will need strong, healing communities more than ever! I was the co-Chair of the SAP Progressive Dinner for 10 years, and an active member on that Committee for 23 years total. I volunteered at SAP Coop for 11 years every Wed, when they were a volunteer org. I have been a volunteer at Como Conservatory for 15 years, on the Planning Committee for their annual February Fundraiser Gala. I am also a very active member of Global MN (formerly MN International Ctr.) for international hosting and Gala fundraiser planning, since 1979.</p> <p>List Prior (Previous) Public Service: I have been working at MNORCH Hall since 1993, as a production assistant for famous guest musicians. I am working as a former nurse and massage therapist at Holly House Center for Integrative Health Care since 1996, here in SAP. I was the Social Chair of University Grove in the early 2000's for two years.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-13 Appointment of Karen Cooley-Kistler to the Community Engagement Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Karen Cooley-Kistler to the Community Engagement Commission.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 22, 2020

No. 20-13

**RESOLUTION APPOINTING KAREN COOLEY-KISTLER TO THE COMMUNITY
ENGAGEMENT COMMISSION**

WHEREAS, the City Council consolidated the Human Rights Commission with the Neighborhood Commission to establish the Community Engagement Commission in 2015;

WHEREAS, The community engagement commission shall serve in an advisory capacity to the city council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community. The commission will identify opportunities to collaborate with community, educational, business and social services groups and organizations; identify ways to improve the city’s public participation, identify under-represented groups, remove any barriers, and engage and promote increased participation for all residents, businesses, community and neighborhood organizations; review and recommend ways to improve the city’s communications efforts so as to facilitate effective two-way communication between the city and all residents, businesses, community and neighborhood organizations; review and recommend ways to help improve resident emergency preparedness and crime prevention programs.

The commission shall review complaints of alleged human rights violations occurring within the city and secure equal opportunity for all residents of the city regarding public services, public accommodations, housing, employment and education.

WHEREAS, City Staff, Commission Chair and the Mayor has interviewed Karen-Cooley Kistler and recommends appointment to the Falcon Heights Community Engagement Commission.

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

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEYHEE

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2020
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Community Development Coordinator Justin Markon's 18-Month Employee Step Adjustment
Description	<p>Justin Markon was appointed by the City Council on September 11, 2018 with a start date of September 17th, 2018. Justin has completed 18 months with the City. It is the practice of the City to reward after the 18month with a 5% step increase in their base salary.</p> <p>Justin has been great a great addition to the staff and continues to help meet the high expectations of the residents of Falcon Heights.</p>
Budget Impact	There are available funds for this step adjustment.
Attachment(s)	N/A
Action(s) Requested	I recommend that the Falcon Heights City Council approve a 5% step adjustment for Justin Markon effective March 17, 2020.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2020
Agenda Item	Policy G1
Attachment	See below
Submitted By	Justin Markon, Community Development Coordinator

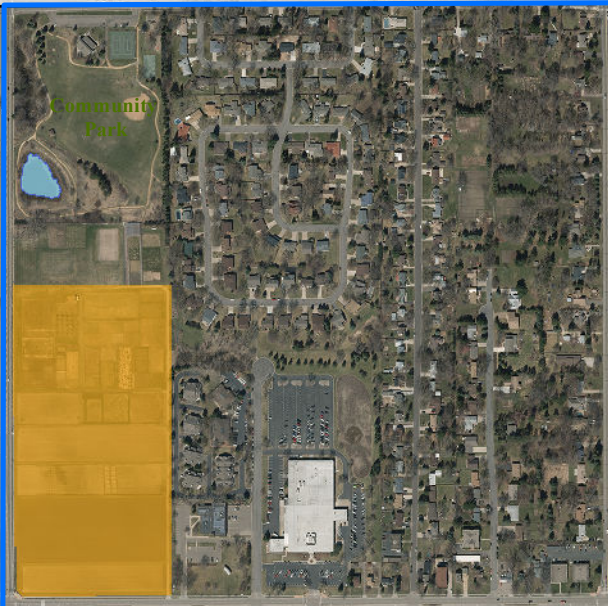
Item	Wetland Conservation Act (WCA) Delegation to Capitol Region Watershed District
Description	<p>In 1991, the State passed the Wetland Conservation Act (WCA). The intent of this act is no net loss of wetlands within the State of Minnesota. This law is implemented by a local governmental unit (LGU). The LGU can be the City, the watershed district, the County, or even the Soil and Water Conservation districts. Currently, Rice Creek Watershed District serves as the LGU for the portions of Falcon Heights within their boundaries. The City still serves as the LGU for the portion of Falcon Heights that falls within the Capitol Region Watershed District (CRWD). One of the goals of the City’s Comprehensive Surface Water Management Plan (CSWMP) is to transfer responsibility of WCA administration to CRWD.</p> <p>A City Council Resolution is needed to transfer LGU authority and delegate the WCA responsibilities to the CRWD. After adoption, a copy of the Resolution will be sent to the CRWD for their Board approval. Once adopted, the City will no longer serve as the LGU authority, and local watershed districts will serve as the LGU to implement the WCA within the City limits. CRWD will record the transfer of authority with the Minnesota Board of Water and Soil Resources.</p> <p>As part of the Wetland Conservation Act, the LGU will follow a series of steps to assure the “no net loss” criteria is met for development proposals impacting wetland areas. The watershed responsibility as the LGU is to assure that proper steps are taken and for whichever alternative is selected, that the process is carried through in accordance with the WCA with the intent of preserving the wetland acreage within the City of Falcon Heights.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Falcon Heights Watershed District map • Wetland inventory map • Resolution 20-14 Delegating WCA Authority
Action(s) Requested	Staff recommend approval of attached resolution delegating Capitol Region Watershed District as the Local Government Unit (LGU) administering the Wetland Conservation Act (WCA) within the legal boundaries of the City of Falcon Heights,

	in accordance with Minnesota Rules, Chapter 8420.
--	---



Rice Creek Watershed District

University of Minnesota Golf Course



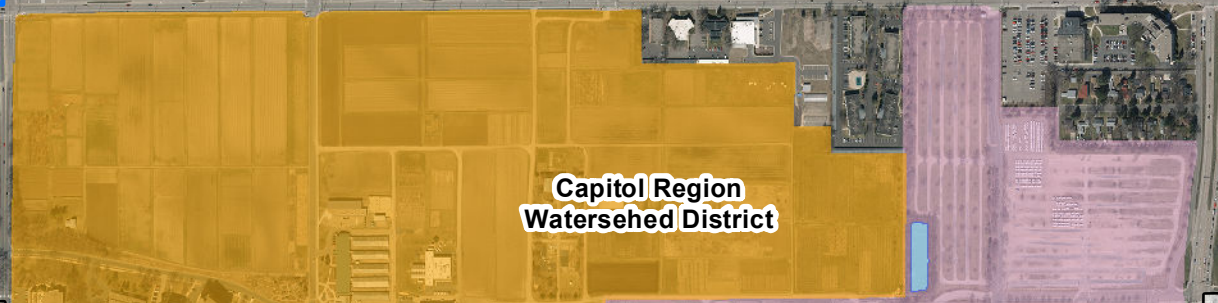
Community Park



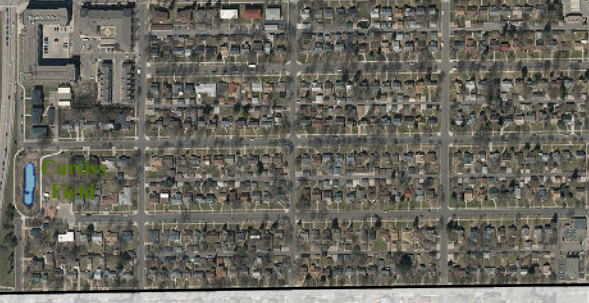
Rice Creek Watershed District



University of Minnesota Golf Course



Capitol Region Watershed District



Curtis Creek






Attachment A Falcon Heights Watershed Districts



0 400 800 1200 1600 Feet

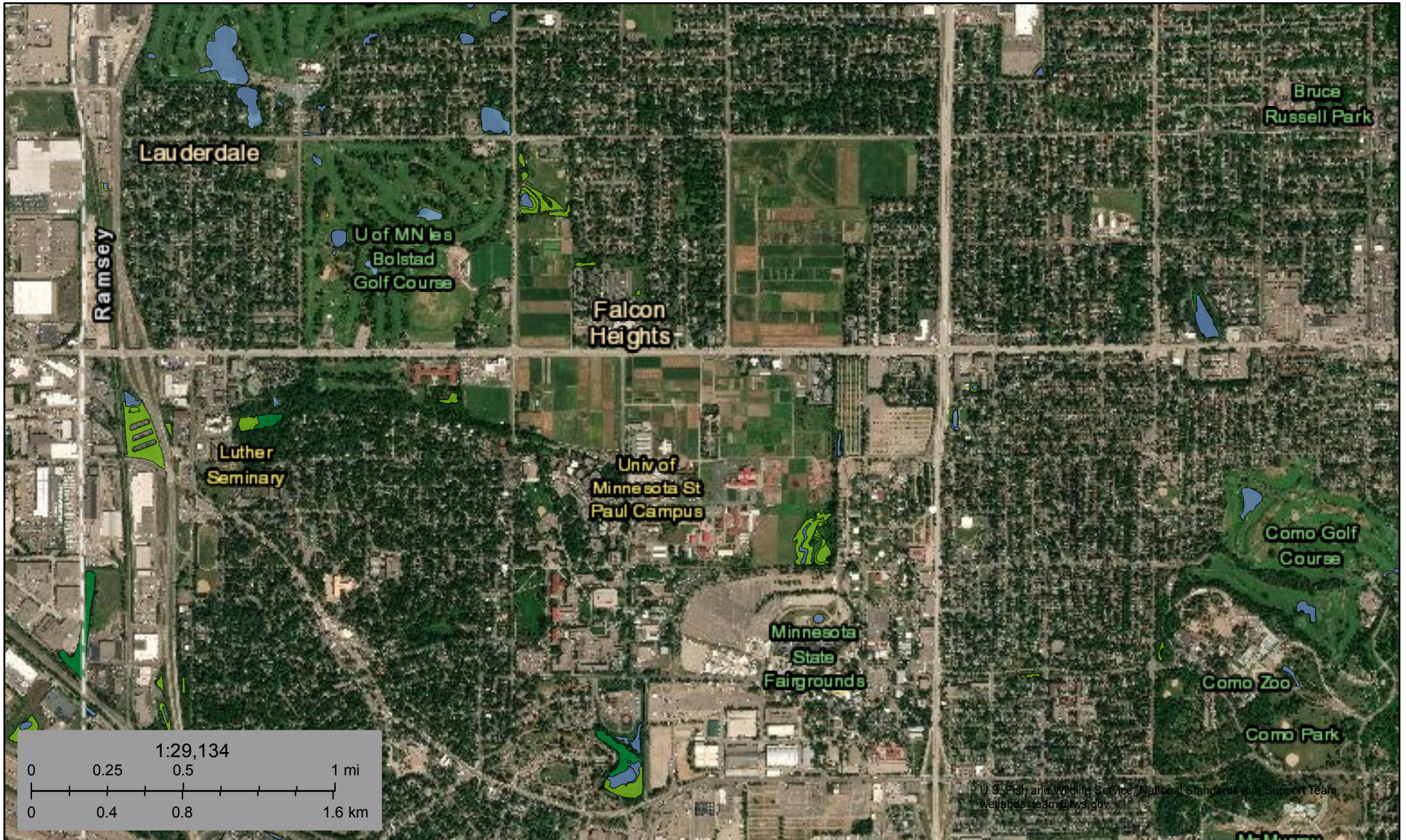
Prepared by:
City of Roseville Engineering Department
March 30, 2020

mapdoc: Falcon Heights WCA Delegation v2.mxd
map: Falcon Heights WCA Delegation v2.pdf

-  Watershed District Boundary
-  City Boundary
-  Water
-  University of MN
-  State Fair

Data Sources and Contacts:
* Ramsey County GIS Base Map (12/02/13)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes § 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



April 7, 2020

Wetlands

- | | | | | | |
|---|--------------------------------|---|-----------------------------------|---|----------|
|  | Estuarine and Marine Deepwater |  | Freshwater Emergent Wetland |  | Lake |
|  | Estuarine and Marine Wetland |  | Freshwater Forested/Shrub Wetland |  | Other |
| | |  | Freshwater Pond |  | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF FACLON HEIGHTS**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Falcon Heights, County of Ramsey, Minnesota was duly held on the 22nd day of April, 2020, at 7:00 p.m.

The following members were present: _____ ; and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION No. 20-14

**A RESOLUTION REGARDING THE ADMINISTRATION
OF THE MINNESOTA WETLAND CONSERVATION ACT**

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local government units (LGUs) to implement the rules and regulations promulgated by the Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS, Minnesota Rules, chapter 8420 have been adopted by BWSR in accordance with the rulemaking provisions of Minnesota Statutes, chapter 14, for the purpose of implementing WCA; and

WHEREAS, Minnesota Rules 8420.0200, Subpart 1, Item E allows a county, city, or town to delegate implementation of chapter 8420 and the act to another governmental entity by the passage of resolutions by both parties; and

WHEREAS, both parties must provide notice to BWSR, the Department of Natural Resources, and the Soil and Water Conservation District of the delegation, including a copy of the resolution and a description of the applicable geographic area, within 15 business days of adoption of the resolution.

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

The authority and administrative responsibility to implement WCA as the LGU within the legal boundaries of the City of Falcon Heights is delegated to Capital Region Watershed District as of April 22, 2020, in accordance with Minnesota Rules, Chapter 8420.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEYHEE

Attested by: _____

Sack Thongvanh
City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Administrator of the City of Falcon Heights, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 22nd day of April, 2020, with the original thereof on file in my office.

WITNESS MY HAND officially as such Administrator this 22nd day of April, 2020.

Sack Thongvanh, City Administrator

(Seal)



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	April 22, 2020
Agenda Item	Policy G2
Attachment	See below
Submitted By	Justin Markon, Community Development Coordinator

Item	Accept DEED Grant for Amber Union Project
Description	<p>In October 2019, the City Council approved a grant application with the Minnesota Department of Employment and Economic Development for mediation work at the Amber Union site (1667 Snelling Ave). In January 2020, the City was awarded \$151,774 for contamination cleanup efforts.</p> <p>The grant work will be completed by Buhl GTA, the property owner, and because of this, the City requires a sub-grant agreement between the City and Buhl GTA. The DEED grant requires a 25% local match, which must be satisfied before grant funds are disbursed. In the sub-grant agreement, the City requires documentation that the local match has been paid by Buhl GTA prior to any request being sent to DEED. The City is the required grant administrator but the project is being overseen by Buhl GTA. Therefore, the City is acting as a pass-through for grant funds, with proper oversight provided that the project is adhering to the grant and sub-grant agreements.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Grant award letter • Grant agreement • Sub-grant agreement
Action(s) Requested	Staff recommend approving the grant agreement between the City and DEED, the sub-grant agreement between the City and Buhl GTA, and authorizing the City Administrator to execute all necessary documents.

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EMPLOYMENT AND ECONOMIC DEVELOPMENT

January 7, 2020

The Honorable Randy Gustafson
Mayor, City of Falcon Heights
2077 Larpenteur Ave. W.
Falcon Heights, MN 55113

Dear Mayor Gustafson:

Grant Awards – Contamination Cleanup and Investigation

The Department of Employment and Economic Development is pleased to announce the recent awards from the Contamination Cleanup and Investigation Grant Program. Following is a list of the projects selected for funding along with the grant amounts.

GRANTEE	PROJECT	GRANT AWARD
Bloomington, City of	Senior Housing Project	\$1,197,602
Falcon Heights, City of	Amber Union	\$151,774
Faribault, City of	Former Public Works Site	\$802,831
Mankato, City of	Bridge Plaza	\$415,752
Mankato, City of	Studio 5	\$241,912
Minneapolis, City of	14 th and Central	\$556,403
Minneapolis, City of	Portland and Washington	\$427,818
New Brighton, City of	Former Micom Corp	\$82,170
Roseville EDA	Twin Lakes Station	\$179,514
Shakopee, City of	Riverfront Bluff	\$332,732
St. Paul, City of	Waterford Bay	\$959,507
Total		\$5,348,015

Congratulations to the above grant recipients! The Contamination Cleanup and Investigation Grant Program continues to be a very popular program that is often over-subscribed with funding requests. We are very proud of this program and the positive effects it has on communities. We are pleased to partner with our grantees to revitalize areas and provide opportunities for job creation and tax base increases that help our communities and State thrive.

For additional information, contact Kristin Lukes at 651-259-7451.

Regards,

Steve Grove
Commissioner

C: Senator John Marty
Representative Alice Hausman

Economic Development Division

1st National Bank Building ■ 332 Minnesota Street ■ E200 ■ Saint Paul, MN 55101-1351
651-259-7432 PHONE ■ 800-657-3858 TOLL FREE ■ 651-296-5287 Fax ■ www.mn.gov/deed

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**STATE OF MINNESOTA
GRANT CONTRACT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION**

Contamination Cleanup Grant Contract

**Grant No: CCGP-19-0032-Z-FY20
Amber Union Project**

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (State) and the City of Falcon Heights (Grantee).

Recitals

1. Under Minn. Stat. § 116J.554 the State is empowered to enter into this grant.
2. The State is in need of programs to do the following: reduce the potential threat of harmful contaminants to the public's health and the environment; to create new jobs and increase the tax base; and provide other public benefits by redeveloping polluted and unproductive sites.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** January 7, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Pursuant to Minn. Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.
- 1.2 **Expiration date:** December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. Accounting; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 16. Reporting; 18. Conflict of Interest; 19. Minnesota Business Subsidy Law; and 20. State and Federal Environmental Standards.

2 Grantee's Duties

- 2.1 **Duties, Deliverables, and Completion Dates.** The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.
 - (a) Administer these grant funds in accordance with Minn. Stat. §§ 116J.551 – 116J.559 and the application submitted on November 1, 2019 for funding for the Amber Union Project, which is incorporated into this grant agreement and the provisions of this grant agreement. Any

modification made to the approved application must be approved by the State.

- (b) Promptly notify the State of any proposed material change in the scope of the project as submitted in the grant application, budget as defined in Section 4.1(a) below, or entire project's completion date, which must be approved by the State, prior to implementation.
- (c) Provide evidence to the State prior to the closeout of the grant that the cleanup and/or investigation has been completed and approved by the Minnesota Pollution Control Agency.
- (d) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any material change in the development plans for the site must be presented to the State and approved.
- (e) Adhere to all other requirements of this grant agreement.

2.2 *Provisions for Contracts and Sub-grants.*

- (a) ***Contract Provisions.*** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).
- (b) ***Ineligible Use of Grant Funds.*** The dollars awarded under this grant agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest-bearing loan, a non-interest-bearing loan, a deferred loan, a forgivable deferred loan, or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant agreement, including the requirement that these dollars are grant funds only and cannot be used, treated, or converted into any type of loan.
- (c) ***Job Listing Agreements.*** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.
- (d) ***Payment of Contractors and Subcontractors.*** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

3 **Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant, time is of the essence.

4 **Consideration and Payment**

4.1 ***Consideration.*** State will pay the Grantee under this grant contract as follows:

(a) **Project Costs.** The following table represents the total Project Costs.

Activities	Amount
Investigation and RAP Development	\$56,168
Contaminated Soil Disposal	\$17,500
Vapor Mitigation	\$80,000
RAP Implementation, Oversight, and Reporting	\$48,700
TOTAL	\$202,368

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$151,774.

In accordance with Minn. Stat. § 116J.554, subd. 1, the grant may pay for up to 75 percent of the project costs for a qualifying site. This requires a local match of at least 25 percent. For the purpose of this project, the local match portion is \$50,594. Of the total match requirement, 12 percent of the cleanup costs as defined in Minn. Stat. § 116J.552, subd. 2 must come from the municipality's general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state, or federal money available for the redevelopment of brownfields or any other money available to the municipality.

(c) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract are considered administrative in nature and not permitted. This does not include costs for contractors to complete the activities listed in Section 4.1(a), which may be considered eligible at the discretion of the State.

4.2. **Payment**

(a) **Invoices.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget. The amount of grant funds requested by the Grantee cannot exceed seventy five percent (75%) of the total approved project costs incurred by the Grantee as supported by invoices. The State will provide payment request forms.

Invoices may be submitted on a monthly basis; however, at a minimum, an invoice for an award shall be submitted by the grantee for expenses incurred 25 days after the end date of the state fiscal year of June 30th. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4.1(a) of this Contract that are incurred during the contract period. The Grantee may not use these funds to provide loans to other entities or for administrative costs associated with managing the project this grant is funding. Pursuant to Minn. Stat. § 116J.552, subd. 2, costs of implementing the response action plan (RAP) incurred before the grant award date may be eligible at the discretion of the State, if the costs were completed after the RAP was approved by the Minnesota Pollution Control Agency and the RAP was approved within 180 days of the application deadline. Costs incurred for the development of

a RAP incurred prior to grant award may be considered eligible at the discretion of the State. Any reimbursement made for services provided prior to the effective date of the grant will be governed by the terms of the grant.

(c) **Program Income.** Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved a re-use of the income.

4.3 **Contracting and Bidding Requirements.** Grantees that are municipalities must comply with Minn. Stat. § 471.345 if they are contracting funds from this grant agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

5 **Conditions of Payment**

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

6 **Authorized Representative**

The State's Authorized Representative is Ryan Bloomberg, Grants Specialist, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7452, ryan.bloomberg@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Justin Markon, Community Development Coordinator, 2077 Larpenteur Avenue West, Falcon Heights, MN 55113, 651-792-7613, Justin.markon@falconheights.org. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.**

(a) **Amendments.** Any amendments to this grant contract, with the exception of Grant Adjustment Notices (GANs), must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

(b) **Grant Adjustment Notices (GANs).** GANs must be approved by the State in writing and require a written change request by the Grantee. A GAN may be used for the purposes of transferring budget amounts between line items that do not change the contract value, or other grant status activity. All other changes require a formal amendment as stated in paragraph 7.2(a).

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

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

8 **Liability**

Subject to the provisions and limitations of Minn. Stat. § 466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **Accounting**

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

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Project Costs for each year in which grant disbursement and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

10 **Government Data Practices and Intellectual Property**

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 **Intellectual Property Representations.** The Grantee represents and warrants that Grantee's intellectual property used in the performance of this Contract does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this Contract infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. For DEED logos and formatting, please contact Laura Winge at 651-259-7173 or laura.winge@state.mn.us.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

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

14 Termination

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

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. To validate that reasonable progress has been made, a Payment Request, as outlined in Section 4.2 must be submitted to the State before December 31, 2020 or such a later date requested by the Grantee and approved by the State, or the State's obligation to fund the Grant may be terminated. These invoices must be for eligible cleanup costs and does not include investigation costs incurred prior to the grant award. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature; or,

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

15 Data Disclosure

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

Other Provisions

16 Reporting

Grantee must submit to the State annual reports on the use of funds and the progress of the Project covering July 1st through June 30th of each year. The reports must be received by the State no later than July 25th of each year. The reports must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the grantee, with past due progress reports. In addition, the Grantee shall submit a final report. The State will provide reporting forms.

17 Debarment and Suspension Certification

The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions;" unless excluded by law or regulation.

18 Conflict of Interest

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn. Stat. § 16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

19 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 – 116J.995.

20 State and Federal Environmental Standards

The Grantee must provide evidence that work performed under this grant complies with state and federal environmental standards. An approval from the Minnesota Pollution Control Agency or other appropriate state or federal agency is required upon completion of the cleanup activities.

The State and Grantee acknowledge their assent to this agreement and agree to be bound by its terms through their signatures entered below.

GRANTEE: I have read and I agree to all of the above provisions of this agreement and certify that the appropriate person(s) have executed the contract on behalf of the Grantee.

By _____
(Name)

Mayor _____

Date _____

And

By _____
(Name)

Clerk _____

Date _____

STATE OF MINNESOTA by and through the Department of Employment and Economic Development

By _____
Deputy Commissioner

Date _____

ENCUMBERED:
Department of Employment and Economic Development

By Robin Culbertson
(Name)

Date Encumbered 02/05/2020

(Individual signing certified that funds have been encumbered as required by Minnesota Statutes 16A.15 and 16C.05)

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**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION**

SUB-GRANT CONTRACT

This Sub-Grant Contract (the “Contract”) is entered into on this _____ day of _____, 2020, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (hereinafter referred to as the “Sub-Grantor”) and **BUHL GTA, LP**, a Minnesota limited partnership (hereinafter referred to as the “Sub-Grantee”).

RECITALS

WHEREAS, the **State of Minnesota**, acting through the Department of Employment and Economic Development, Business and Community Development Division (hereinafter referred to as the “Grantor”) and the Sub-Grantor have entered into a Contamination Cleanup Grant Contract, Grant No. CCGP-19-0032-Z-FY20 for the Amber Union Project (hereinafter “Grant Contract”); and

WHEREAS, the Sub-Grantee is the fee owner of 1667 Snelling Ave. North in Falcon Heights Minnesota (hereinafter referred to as “Project Location”); and

WHEREAS, the Sub-Grantor worked in conjunction with the Sub-Grantee to prepare and submit a successful grant application for the Amber Union Project; and

WHEREAS, the Sub-Grantor and Sub-Grantee are entering into this Sub-Grant Contract to fund part of the cost of abatement of contaminants.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

1. SATISFACTION OF GRANT CONTRACT. Sub-Grantee agrees to be bound by and to comply with the terms and requirements of the Grant Contract. Sub-Grantee also agrees to be responsible for any penalties due for failure to comply with the Grant Contract. The Grant Contract is incorporated herein by reference. If there are any inconsistencies or conflicts between this Sub-Grant Contract and the Grant Contract, the terms of the Grant Contract shall control.

2. ASSIGNMENT OF GRANT. If the Sub-Grantor receives the funds from the Grantor, the Sub-Grantor grants to the Sub-Grantee an amount not to exceed One Hundred Fifty One Thousand Seven Hundred Seventy Four Dollars (\$151,774) for Cleanup Costs for the abatement of contaminants.

3. PAYMENT. After the Project Costs, as set forth in the Grant Agreement, have been paid by the Sub-Grantee, the Sub-Grantor will disburse grant funds in response to a written payment request submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor’s authorized agent. Sub-Grantor’s obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. The Sub-Grantee must provide with its written

payment request documentation that shows grant-funded Project activities have actually been completed. Subject to verification and approval for consistency with this Sub-Grant Contract, the Sub-Grantor will disburse a requested amount to the Sub-Grantee within sixty (60) days after receipt of funds from the Grantor. The Sub-Grantee must provide with its written payment request documentation that the required \$50,594 local match has been paid by Sub-Grantee.

4. **REPORTING.** The Sub-Grantee will submit information and updates required by the Grant Contract at least fourteen (14) days prior to the required submission date. The Sub-Grantor will review these materials and submit to the Grantor.

5. **MISCELLANEOUS.**

a. **Authorized Representatives.**

The Sub-Grantor's Authorized Representative is:

Sack Thongvanh, City Administrator
Falcon Heights City Hall
2077 Larpenteur Avenue West
Falcon Heights, MN 55113

The Sub-Grantee's Authorized Representative is:

Peter Deanovic
Buhl GTA, LP
5100 Eden Avenue, Suite 317
Edina, MN 55436

- b. **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this Sub-Grant Contract without the prior consent of the Sub-Grantor and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this Sub-Grant Contract, or their successors in office.
- c. **Amendments.** Any amendment to this Sub-Grant Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.
- d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Sub-Grant Contract, that failure does not result in a waiver of the right to enforce the same or another provision of the Contract in the future.
- e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Sub-Grant Contract by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the

Sub-Grantor's failure to fulfill its obligations under this Contract. Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Contract and this Sub-Grant Contract.

- f. **State Audits.** Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Sub-Grant Contract.

- g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

- h. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Sub-Grant Contract. Venue for all legal proceedings out of this Sub-Grant Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- i. **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this Sub-Grant Contract if it does not obtain funding from the Grantor or if funding cannot be continued at a level sufficient to allow for the payment of the cleanup costs. Termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor is not obligated to pay for any costs incurred after notice and effective date of termination. However, Sub-Grantee will be entitled to payment, determined on a pro rata basis, for costs incurred up to the date of termination to the extent that funds are available.

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[Signatory Page to Follow.]

SIGNATORY PAGE TO SUB-GRANT CONTRACT

Dated: _____, 2020.

CITY OF FALCON HEIGHTS

BY: _____
Randy Gustafson, Its Mayor

AND _____
Sack Thongvanh, Its City Administrator

Dated: _____ 2020.

BUHL GTA, LP

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

By: Buhl Value Fund II Manager, LLC, a Delaware limited liability company
Its: Manager

By: Buhl Investors, LLC, a Minnesota limited liability company
Its: Manager

BY: _____
Peter Deanovic, Chief Manager

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