CITY OF FALCON HEIGHTS

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

AGENDA

Wednesday, August 9, 2023 7:00 p.m.

A.	CALL TO ORDER: / . 0 >
B.	ROLL CALL: GUSTAFSONLEEHYMEYER
	WASSENBERG WEHYEE
	STAFF PRESENT: LINEHAN
C.	APPROVAL OF AGENDA Wallyce 5-0
D.	PRESENTATION 1.
Ε.	APPROVAL OF MINUTES: 1. July 26, 2023 City Council Regular Meeting Minutes

- Ε
- **PUBLIC HEARINGS:** F.

1.

- CONSENT AGENDA:
 - 1. General Disbursements through 8/02/23: \$234,016.96 Payroll through 7/31/23: \$ 25,375.60 Wire Payments through 7/31/23: \$14,909.84
 - 2. City Licenses
 - 3. Rehder Forestry Consulting Contract
 - 4. Be Active! Be Green! Bench Initiative Contract
- POLICY ITEMS: H:
 - 1. Appointment of Colin Callahan as Public Works Director

- I. INFORMATION/ANNOUNCEMENTS:
- COMMUNITY FORUM:

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

K. ADJOURNMENT:

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CITY OF FALCON HEIGHTS

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

MINUTES

Wednesday, July 26, 2023 7:00 p.m.

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: GUSTAFSON_X__ LEEHY_X__ MEYER _X__

WASSENBERG_X__ WEHYEE_X__

STAFF PRESENT: LINEHAN_X_

C. APPROVAL OF AGENDA

Councilmember Leehy motions to approve the agenda; approved 5-0

- D. PRESENTATION
 - 1. Award Sale of General Obligation Improvement Bonds, Series 2023A

Todd Hagen from Ehlers & Associates, Inc., presents the General Obligation Improvement Bond, Series 2023A Sale. The bond of \$521,000 was marketed to over 15 banks for sale. Four bids were received up until the morning of Tuesday, July 25th. The best bid was received by Zions Bank Corporation located in Salt Lake City, UT was for 4.41%, which is lower than projected on the pre-sale report. The other three bids were also greatly appreciated by Hagen. They were received by Security Bank & Trust Co., Hunting Bank and Citizen State Bank, with slightly higher interest rates. The bond was lowered to \$520,000 as the cost of issuance came in lower than predicted at the pre-sale. The City will not be using a paying agent, the bank will be paid directly. The bond also includes pre-payable on any date without penalty, meaning after the closing the bond can be paid off earlier. Resolution 23-49 is attached for the Council to review.

Councilmember Wassenberg asks if the terms of the four bids received are of similar nature.

Hagen replies that the terms and conditions were locked in to prevent movement.

Councilmember Wassenberg asks if there is a preference for awarding the sale of the bond to local banks.

Administrator Linehan answers that it is up to Council to decide, but traditionally the bid with the lowest interest rate is selected. However, there is nothing that states the City has to select a local institution.

Councilmember Meyer wonders if it is possible to negotiate with a local institution to match the lower interest rate received from a bank out of state.

Hagen answers that would be a negotiated sale and those perimeters would have to be set at the beginning. Typically, the bid with the lowest rate is selected if there is not another valid reason to pick another bidder.

Councilmember Wassenberg motions to approve Resolution 23-49 Providing for the Issuance and Sale of \$521,000 General Obligation Improvement Bonds, Series 2023A pledging special assessments and levying a tax for the payment thereof; approved 5-0

Administrator Linehan adds that Resolution 23-49 was updated to reflect the bond amount of \$520,000.

E. APPROVAL OF MINUTES:

1. July 12, 2023 City Council Regular Meeting Minutes

Councilmember Wehyee motions to approve the Meeting minutes; approved 5-0

F. PUBLIC HEARINGS:

1. Fee Schedule Modification Ordinance

Administrator Linehan states this Public Hearing is for two different fee increases to consider. The first is to increase the parking violation fee. At its last meeting, The State Fair Task Force (SFTF) meeting, the SFTF discussed the importance of ensuring parking violations cover the costs for violations during the State Fair. The current uniform parking violation is \$50. Lot parking in commercial lots near the State Fair reached \$50 in 2022. The proposed ordinance change would be to include language that parking violations are \$100 from August 15th to September 15th, and \$50 from September 16th – August 14th. The second fee is an increase in fees for right-of-way obstruction permits, as currently the fees does not cover the costs occurred by the city.

Paula Mielke - 1506 Crawford Ave.

- Added that City will put up signage about the doubling of the parking violation fee. The State Fair Task Force is working hard. They reviewed comments from the survey and Town Hall meeting and are prioritizing these, resulting in motions that have been put forward to the Council. They met on July 13th, with the new general manager of the State Fair and they believe there will not be much relieve this year when it comes to parking issues. Metrotransit will only have four routes, compared to eight routes years ago. This year they will also not be able to add more Park and Ride lots. State Fair employee parking was added in Roseville. The Task Force asked if the General Manager is willing to meet again after the State Fair to continue the parking discussion.

Ross Allard - 1381 California Ave.

- To clarify the parking restrictions, there are already signs stating "no parking within 30 feet of the corner", but those signs are often ignored as the current fine is not much higher than it costs to park at a lot. As a result, the street is wall to wall cars making it hard to see right or left at an intersection and that is a safety issue and he encourages Council to vote in favor of increasing the parking violation fee.

Councilmember Meyer motions to end the Public Hearing approved 5-0

Council commented it is good way to word the signs by saying fines will be doubled, also to prevent Council from having to reassess every year. Then they discussed towing, if there is room in signage to include this and what valid reason for being towed are.

Councilmember Wehyee asked how soon the fee schedule will be updated.

Administrator Linehan stated that the fee schedule will be updated upon passage and signs will be ordered. Signs will be placed at the 30 feet mark at every corner and they will be put up before the State Fair.

Councilmember Leehy motions to amend the 2023 City Fee Schedule; approved 5-0

G. CONSENT AGENDA:

- General Disbursements through 7/19/23: \$370,184.76
 Payroll through 7/15/23: \$23,987.91
 Wire Payments through 7/15/23: \$14,175.29
- 2. City Licenses
- 3. Night to Unite Proclamation
- 4. Authorize use of \$14,626 in Coronavirus Response and Relief Supplemental
 Appropriations Act of 2021 (CRRSAA) funds for the 2023 Pavement Management Project
- 5. 2023 Pavement Management Project (PMP) Pay Request #1
- 6. Snelling-Larpenteur Study

Council decided to move item 4. and item 6. to Policy Items to allow for further discussion.

Councilmember Wehyee motions to approve the consent agenda; approved 5-0

H: POLICY ITEMS:

1. Authorize use of \$14,626 in Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds for the 2023 Pavement Management Project

Administrator Linehan explained that this is state funding made available during Covid, for road projects and has to be used on eligible street projects. These funds have not been utilized and it was advised by engineers to apply the funds towards the 2023 street project.

Councilmember Meyer motions Authorize use of \$14,626 in Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funds for the 2023 Pavement Management Project; approved 5-0

2. Snelling-Larpenteur Study

Administrator Linehan states that the City applied for and received \$50,000 in funding from Ramsey County's Critical Corridors Pre-Development Planning grant to conduct a Larpenteur-Snelling Corridor Study. A proposal was submitted by WSB for the study in the amount of \$54,685.00. WSB was selected because they won the bid for the City's Comprehensive Plan. A big part of the study is utilizing public engagement and making the community an active stakeholder in looking at various opportunities and parcels along Larpenteur Avenue.

Councilmember Wehyee wonders about the timeline.

Administrator Linehan answers, the deadline to spend the grant is the end of 2024. Plan is to start the process as soon as the grant is funded as the City is aware of issues that need addressing.

Council wondered if the University of Minnesota and the State Fair will be engaged in the process by WSB. They also discussed adding neighboring municipalities and agencies.

Administrator Linehan says yes. Having the University and the State Fair as a stakeholder will be important. Larpenteur and Snelling were selected for the study to keep the focus and funding mostly within Falcon Heights.

Councilmember Leehy adds that the changing speed limit throughout Larpenteur should be addressed in the study.

Administrator Linehan adds that Ramsey County announced that they will be lowering speed limits on certain parts of Larpenteur.

Councilmember Leehy wonders if a disclaimer can be included as to what cannot be changed with this study and grant.

Administrator Linehan wants to put out a press release if the Resolution passes.

Mayor Gustafson adds that the Planning Commission is thrilled with the proposal and grant.

Councilmember Wassenberg motions to approve Resolution 23-51 Accepting WSB Proposal and Authorizing City Administrator to Enter Into Contract With WSB For Larpenteur Snelling Corridor Study; approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Councilmember Wassenberg shares that it was a pleasure being at the Ice Cream Social and handing out ice cream treats.

Councilmember Leehy thanks Administrator Linehan and Staff for organizing Ice Cream Social and bringing the community together.

Councilmember Wehyee has no announcements.

Councilmember Meyer expresses gratitude towards City Staff. He is excited for Night to Unite and is excited to be organizing a block party on his own street.

Mayor Gustafson also agrees, Ice Cream Social was a fabulous event and it was greatly organized. There are 16 block parties for Night to Unite. Which is also a great event to connect with neighbors. The Planning Commission had a workshop meeting, where they started looking at City Code and zoning ordinances. The State Fair is coming up and everyone is encouraged to watch where they park.

Administrator Linehan updates Council about the 2023 PMP, it is moving along at a good pace. This week sidewalk installation is happening along with pavers on Ruggles pathway. Next up, they will start milling on several streets. It is quick, but disruptive. The project is on target to be finished a week before the start of the State Fair. Public Works is doing sidewalk replacement on Hoyt Ave. as well as some other streets that needed emergency replacement. Another grant the city applied for, was the Be Active! Be Green! Bench Initiative. The city asked for three benches, but is possibly receiving eight benches. Budget season will be starting soon, staff is working on getting the numbers together. Lastly, the State Fair Task Force has been meeting frequently and they have been coming up with good interim recommendations. The plan is to come up with more permanent solutions. Council is encouraged to attend the meetings.

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: 8:22 PM

Councilmember Meyer motions to adjourn the meeting; approved 5--0

Randall C. Gastafson, Mayor

Dated this 26th day of July, 2023

Jack Linehan, City Administrator

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PACKET: 02843 July 24 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	
0. 916 AQUARIUS HOME	SERVICE				
I-202307248578 7/24/2023 APBNK	Refund of Double Payment DUE: 1/24/2023 DISC: 7/24/2023 Refund of Double Payment	83.39	1099: N 101 32220-000	MECHANICAL PERMITS	83.39
	=== VENDOR TOTALS ===	83.39			
01-03122 CITY OF ST PA	UL				
I-IN54735 7/24/2023 APBNK	Asphalt Mix - 11 DUE: 7/24/2023 DISC: 7/24/2023 Asphalt Mix - 11	1,951.78	1099: N 101 4132-75000-000	BITUMINOUS PATCHING	1,951.78
	VENDOR TOTALS	1,951.78			
01-05058 JOSH JORDAN					
I-202307248579 7/24/2023 APBNK	TRD Instructor - 6/20 -8/1 DUE: 7/24/2023 DISC: 7/24/2023 TRD Instructor - 6/20 -8/1	499.20	1099: Y 201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	499.20
	== VENDOR TOTALS ===	499.20			
01-05917 NORTHWEST ASI	PHALT, INC.				
I-202307248581 7/24/2023 APBNK	Pay Estimate #1 DUE: 7/24/2023 DISC: 7/24/2023 Fay Estimate #1 Pay Estimate #1 Pay Estimate #1 Pay Estimate #1 Pay Estimate #1	219,103.78	1099: N 429 4429-92450-000 602 4602-92010-000 429 4429-92450-000 429 4429-92470-000	2023 STREET PROJECT GARDEN AVENUE WITH SIDEW 2023 STREET PROJECT IDAHO AVE ALLEY	47,144.48 162,212.30 6,498.00 3,249.00
	- VENDOR TOTALS -	219,103.78			
01-06030 OLSON, ROLAND					
I-202307248580 7/24/2023 APBNK	Flex Payment DUE: 7/24/2023 DISC: 7/24/2023 Flex Payment Flex Payment Flex Payment	44.00	1099: N 101 21712-000 601 21712-000 602 21712-000	MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY	36.52 6.60 0.88
	— VENDOR TOTALD —				

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PACKET: 02843 July 24 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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	NAL WATER SERVICE	136.99			
I-202307248582 7/24/2023 APBNK	Water and Sanitary Sewer DUE: 7/24/2023 DISC: 7/24/2023 Community Fark Water Community Park Sanitary Sewer City Hall Water City Hall Sanitary Sewer	130.33	1099: N 101 4141-85040-000 601 4601-85075-000 101 4131-85040-000 601 4601-85075-000	WATER CITY BUILDINGS SANITARY WATER CITY BUILDINGS SANITARY	35.63 12.33 69.42 19.61
	=== VENDOR TOTALS ====	136.99			
	=== PACKET TOTALS ===	221,819.14			

PACKET: 02847 July 26 Payables
VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	EDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	
0. 108 CERTIFIED LAN		Л			
I-8316154 7/26/2023 APBNR	PPE DUE: 7/26/2023 DISC: 7/26/2023 Ear Plugs & Gloves Safety Vests === VENDOR TOTALS ===	258.51 258.51	1099: N 101 4132-70120-000 101 4132-77000-000	SUPPLIES CLOTHING	124.80 133.71
01-03123 CINTAS CORPO	RATION				
I-4162695992 7/26/2023 APBNK	Floor Mats Svc 7/26 DUE: 7/26/2023 DISC: 7/26/2023 Floor Mats Svc 7/26	57.45	1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	57.45
	- VENDOR TOTALS -	57.45		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	***************
01-03117 CITY OF LITT	LE CANADA				
I-20476 7/26/2023 APBNK	1st Qtr Inspector Mileage DUE: 7/26/2023 DISC: 7/26/2023 1st Qtr Inspector Mileage	777.92	1099: N 101 4117-81210-000	BUILDING INSPECTORS	777.92
	=== VENDOR TOTALS ===	777.92			
01-07299 NELSON, KELL	Y				
I-202307268585 7/26/2023 APBNK	Mileage Reimbursement DUE: 7/26/2023 DISC: 7/26/2023 Mileage Reimbursement	24.90	1099: N 101 4112-86010-000	MILEAGE & PARKING	24.90
	VENDOR TOTALS	24.90			

1,118.78

=== PACKET TOTALS ===

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PACKET: 02849 July 28 Payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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TOST DATE BANK CODE ------DESCRIPTION-----GROSS P.O. # DISCOUNT G/L ACCOUNT

-----ACCOUNT NAME----- DISTRIBUTION .422 BP ******************************

1-202307288586 Fuel 7/28/2023 APBNK DUE: 7/28/2023 DISC: 7/28/2023 958.00

Fuel Fuel

1099: N

101 4132-74000-000 MOTOR FUEL & LUBRICANTS

719.88 101 4141-74000-000 MOTOR FUEL & LUBRICANTS 238.12

=== VENDOR TOTALS === 958.00

01-05153 HOME DEPOT CRC/GECF

> I-202307288587 Supplies 7/28/2023 APBNK DUE: 7/28/2023 DISC: 7/28/2023 223.69

Air Hose Sidewalk Replacement Materials

1x2s and Underlayment Sand & Tape Caution Tape & Sand

1099: N 101 4131-70110-000 SUPPLIES

419 4419-92005-000 SIDEWALK IMPROVEMENTS 101 4132-70120-000 SUPPLIES 101 4132-70120-000 SUPPLIES

28,98 40.29 53.66

46.47

54.29

--- VENDOR TOTALS ---223.69

01-05856 LINEHAN, JACK

I-202307288588

July Phone Reimbursement 7/28/2023 APBNK DUE: 7/28/2023 DISC: 7/28/2023

July Phone Reimbursement

60.00 1099: N

601 4601-85015-000 CELL PHONE

101 4132-70120-000 SUPPLIES

60.00

=== VENDOR TOTALS === 60.00

01-05585 METROPOLITAN AREA MANAGEMENT A

I-1576

Jack - May Meeting

7/28/2023 APBNK DUE: 7/28/2023 DISC: 7/28/2023 Jack - May Meeting

25.00 1099: N

101 4112-86100-000 CONFERENCES/EDUCATION/AS

=== VENDOR TOTALS ==== 25.00

************************ 01-06030 OLSON, ROLAND

I-202307288589

Mileage Reimbursement July 7/28/2023 APBNK DUE: 7/28/2023 DISC: 7/28/2023

51.48

Mileage Reimbursement July

1099: N

101 4113-86010-000 MILEAGE

51.48

=== VENDOR TOTALS ===

51.48

=== PACKET TOTALS ====

1,318.17

Wit wednist obeu trem wedister

PACKET: 02851 August 2 Payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----

POST DATE BANK CODE ------DESCRIPTION-----

GROSS P.O. #

DISCOUNT G/L ACCOUNT

-----ACCOUNT NAME----- DISTRIBUTION 0 209 ADVANTAGE SIGNS AND GRAPHICS

I-58581 Street Sign 8/02/2023 APBNK DUE: 8/02/2023 DISC: 8/02/2023 66.77

Street Sign

1099: N 101 4132-75100-000 STREET SIGNS

66.77

--- VENDOR TOTALS 66.77

01-00028 ALLSTREAM

I-19711393 Emergency Landline CE July 8/02/2023 APENK DUE: 8/02/2023 DISC: 8/02/2023 69.44

Emergency Landline CH July

1099: N

101 4116-85010-000 TELEPHONE

69.44

4,500.00

36.03

=== VENDOR TOTALS === 69.44

01-00875 BHE COMMUNITY SOLAR, LLC

I-11853115

Solar Garden Elect June 8/02/2023 APBNK DUE: 8/02/2023 DISC: 8/02/2023

1,509.62 1099: N Solar Garden Elect June

101 4137-85025-000 SOLAR ELECTRIC 1,509.62

--- VENDOR TOTALS ---1,509.62

01-05918 C&C COURTS INC/SPORT COURT NOR

1-2023-997 Curtiss Field: Paint for Court 8/02/2023

APBNK DUE: 8/02/2023 DISC: 8/02/2023

Curtiss Field: Paint for Courts

2,500.00 1099: N

101 4141-87120-000 FACILITIES & GROUND MAIN 2,500.00

1099: N

=== VENDOR TOTALS === 2,500,00

01-25883 CENTER FOR VALUES-BASED INITIA

23015

Deliverable 4:Future Svc Reco APBNK DUE: 8/02/2023 DISC: 8/02/2023 8/02/2023

Deliverable 4:Future Svc Recom

--- VENDOR TOTALS

4,500.00

01-05884 LYNCE, HANNAH

I-202308028590 Mileage Reimbursement

8/02/2023 APBNK DUE: 8/02/2023 DISC: 8/02/2023

Mileage Reimbursement

36.03

4,500.00

1099: N 101 4117-86010-000 MILEAGE

101 4112-80330-000 CONSULTANT

=== VENDOR TOTALS === 36.03 0/U4/4U43 11.74 MIT

WIE MEGRICE AND THE WEST OFF

PACKET: 02851 August 2 Payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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	I-202308028591 8/02/2023 APBNK	Supplies DUE: 8/02/2023 DISC: 8/02/2023	83.70	1099; N		

1099: N 2x4s 101 4131-70110-000 SUPPLIES Storm Drain Repair Supplies Sprayer

426 4426-92400-000 2021 STREET PROJECT 101 4131-70110-000 SUPPLIES

== VENDOR TOTALS === 83.70

300000000		83.70
01-06185	RAMSEY COUNTY	
I-RISK-	-002246 Au	St Indurance / Translation

I-RISK-002246 August Insurance/HR Admin Fee 8/02/2023 APBNR DUE: 8/02/2023 DISC: 8/02/2023 951.51 1099: N August Insurance/ER Admin Fee 101 4112-89000-000 MISCELLANEOUS 951.51

=== VENDOR TOTALS ==== 951.51

01-05870 XCEL ENERGY

I-202308028592 Elect 8/02/2023 APBNK DUE: 8/02/2023 DISC: 8/02/2023 43.80

1099: N Elect 101 4121-85020-000 ELECTRIC Elect 101 4141-85020-000 ELECTRIC/GAS 12.38 31.42

== VENDOR TOTALS === 43.80 == PACRET TOTALS === 9,760.87

38.72

21.00 23.98

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W	MP #		NAME					
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	022 RANDALL	GUSTAF,	SON		_			
	L-0023 MELANIE N	/ LEEHY				293.07		
	L-0025 YAKASAH V L-0027 ERIC G ME	VEHYEE				262.05		
	1006 JACK LINE	SYER				262.05		
	1027 KELLY A N	HAN				262.05 23.19		
	-1029 ELKE VAN	DED MED-				46.56		
1 .	-1042 FREDI PON	CE DADDA	E.			30.27		
	-1136 ROLAND O	OLSON	L ₂			42.36		
	-1162 ALYSSA LA	NDBERG				60.44		
	-1028 HANNAH B	.VNTOTT				90.58		
	-116/ DAVID S S	LMONG				92.17		
1	TOSS DAVE TRETO	こてノロントナ				47.35		
	-1143 COLIN B CI	דא מען מ. ז. ז.				16.63		
	-1171 HENRY A TH	IOMAS				3.55		
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84	NEIS, ADRIAN J	R	7/25/2023 7/25/2023	262.05	092417			
30	PITTMAN, TIMOTHY J	R	7/25/2023	287.05 153.77	092418			
			., 25, 2025	153.77	092419			
1-25	-2023 6:33 AM	РДУ	POIT AND					
AYRO	LL NO: 01 City of Falcon	Heights	KOLL CHE	ECK REGI	STER	1	PAGE: 2	
		3	*** REGI	STER TOTALS ***		PAYROLL D	DATE: 7/25/	/2023
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	UO4 ENONA ON	NJ ***	25,3	75.60		/		
* END	OF REPORT **							

IP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK
1.	STONE, MIA D	R	7/25/2023	103.89	092420
:75	PRATT, HENRY M	R	7/25/2023	124,67	092421

WIRE PAYMENTS

July 31 payroll

Fed With	8,746.39
St With	1,521.08
Pera	4,415.87
ICMA	200.00
Child suppor	26.50

14,909.84

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 9, 2023
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson
	Assistant to the City Administrator

Item	Approval of City License(s)
Description	The following individuals/entities have applied for a Municipal Business License for 2023. Staff have received the necessary documents for licensure. 1. Warners' Stellian Company Inc.
	The following individuals/entities have applied for a Multifamily Rental Dwelling License for 2023. Staff have received the necessary documents for licensure. 1. Bruce and Maureen Misgen; 1707 Tatum Street
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 9, 2023
Agenda Item	Consent G3
Attachment	Service Agreement
Submitted By	Kelly Nelson, Assistant to the City
	Administrator

Item	Forestry Services	
Description	The City has had a two-year contract in place with Rehder Forestry Consulting for forestry services provided since February 2021. The City would like to extend services with Rehder Forestry Consulting, and sign a new contract valid from this date (August 9, 2023) through December 31, 2025. City staff and residents have been happy with the services provided by Mark Rehder as City Forester. We have had a significant increase in forester requests this summer with the extensive damage to trees from EAB.	
Budget Impact	Services provided within this contract will be budgeted for.	
Attachment(s)	Service Agreement	
Action(s)	Staff recommends approval of the service agreement with Rehder Forestry	
Requested	Consulting for Forestry Services and authorize the Mayor and City Administrator to execute all necessary documents.	

AGREEMENT

AGREEMENT made this 9th day of August, 2023, between the CITY OF FALCON HEIGHTS, a Minnesota municipal corporation ("City"), and Rehder Forestry Consulting, LLC, a Minnesota limited liability company ("Consultant").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

- 1. **CONTRACT DOCUMENTS**. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - A. This Agreement.
 - B. Proposal prepared by Rehder Forestry Consulting, LLC, dated August 9, 2023.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

- 2. OBLIGATIONS OF THE CONSULTANT. The Consultant, a certified tree inspector, shall provide the services described below and perform the work in accordance with the Contract Documents and applicable state law, Minn. Stat. 18G.16, and Rules, Minnesota Rules Chapter 1505, concerning shade tree disease control programs. Including the following:
 - A. Inspections for shade tree diseases on public and private property, primarily Oak wilt, Dutch Elm disease, and Emerald ash borer. Provide year-end report detailing GPS location, species, and diameter of diseased trees. Make recommendations on treatment options if available. Mail notifications to residents in ownership of diseased trees as requested. Follow up on compliance issues and enforcement, as necessary.
 - B. At City request, provide tree risk assessments of public and private trees relating to tree issues, following International Society of Arboriculture (ISA) protocols.

- C. Enforce nuisance tree ordinance to include proper tree maintenance that does not adhere to city code.
- D. Be available for site plan review and assist with tree preservation requirements and implementation as requested.
- E. Provide homeowner response calls for tree related issues.
- F. Be available to City Council, boards, advisory committees, staff, and volunteer groups as requested.
- G. Such other consulting services consistent with the general scope of this engagement as may reasonably be requested by the City.
- 3. **COMPENSATION**. The City shall pay the Consultant \$63 per hour in accordance with the Consultant's Proposal. Consultant's hourly rate shall increase on an annual basis at the rate of \$2 per hour. Consultant's time will be billed portal to portal. In addition, the City shall reimburse Consultant for any reasonable out of pocket expenses incurred by Consultant pursuant to the terms of this agreement, including but not limited to mileage at the standard per mile rate approved by the Internal Revenue Service for mileage within the city limits.
- 4. **ASSIGNMENT**. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- **5. TERM.** This Agreement shall be effective August 9, 2023 through December 31, 2025.
- 6. **TERMINATION.** Consultant or City may terminate this agreement for any reason at any time upon 30 days prior written notice. In the event of termination under this section Consultant shall be entitled to and shall receive payment in full for all services provided and all reimbursable expenses incurred up to and including the effect of date of termination.
- 7. STANDARD OF CARE. Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the services provided under this Agreement as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.
- **8. TIME OF PERFORMANCE.** The Consultant shall complete its obligations in accordance with the proposal.

- 9. PAYMENT. Consultant shall submit invoices for work under this Agreement on a monthly basis, detailing the work performed, hourly charges and expenses. The City will make periodic payment to the Consultant as the work is completed. Such payment shall be made not later than thirty (30) days after invoicing by the Consultant.
- 10. PROMPT PAYMENT TO SUBCONSULTANTS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Pursuant to Minnesota Statute § 471.25, Subdivision 4a, the Consultant must pay any subconsultant within ten (10) days of the Consultant's receipt of payment from the City for undisputed services provided by the subconsultant. The Consultant must pay interest of one and one-half percent (1½ %) per month or any part of a month to subconsultant on any undisputed amount not paid on time to the subconsultant. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Consultant shall pay the actual penalty due to the subconsultant. A subconsultant who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- 11. WORKER'S COMPENSATION. The Consultant shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.
- 12. COMPREHENSIVE GENERAL LIABILITY. Consultant shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured:

Bodily Injury: \$2,000,000 each occurrence

\$2,000,000 aggregate, products and

completed operations

Property Damage: \$1,000,000 each occurrence

\$1,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury: \$2,000,000 each occurrence

Property Damage: \$2,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury, with Employment Exclusion deleted: \$2,000,000 aggregate

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

Bodily Injury:

\$300,000 each occurrence

\$100,000 each accident

Property Damage:

\$300,000 each occurrence

13. DATA PRACTICES/RECORDS

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

- B. All books, records, documents, and accounting procedures and practices of the Consultant and its subconsultants, if any, relative to this Contract are subject to examination by the City.
- 14. WARRANTY. The Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a certified tree inspector under similar circumstances
- 15. INDEMNITY. The Consultant agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Consultant shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.
- 16. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.
- 17. INDEPENDENT CONTRACTOR. The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any

time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

- 18. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- 19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in District Court of the State of Minnesota for Ramsey County.
- 20. SEVERABILITY. If any term or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms, and conditions of this Contract, unless such invalid or unenforceable provision, term, or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.
- 21. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

REHDER FORESTRY CONSULTING, LLC

BY: _____ President

CITY OF FALCON HEIGHTS

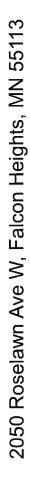
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REQUEST FOR COUNCIL ACTION

Meeting Date	August 9, 2023
Agenda Item	Consent G4
Attachment	Grant Applications, Award Letter,
	Resolution 23-52, Contract Agreement
Submitted By	Kelly Nelson
	Assistant to the City Administrator

Item	Contract approval for grant funds through Active Living Ramsey Communities – Be Active! Be Green! Bench Initiative		
Description	The City of Falcon Heights recently submitted a grant application to Active Living Ramsey Communities to apply for park benches as part of their Be Active! Be Green! Bench Initiative. The park benches would help create areas of seating in a loop around the walking trails within Community Park and within Curtiss Field Park.		
Budget Impact	The total grant request was for 7 park benches within Community Park and 1 park bench at Curtiss Field. In exchange, the City must supply ADA concrete pads under the park benches and provide maintenance for the next twenty years.		
Attachment(s)	 Grant Applications Award Letter Resolution 23-52 Contract Agreement 		
Action(s) Requested	Staff recommend approval of attached contract agreement to receive a total of 8 park benches through the Be Active! Be Green! Bench Initiative.		





Proposed locations of Be Active! Be Green! benches



Name and detailed description of bench route:

A.5 mile pathway encircles Community Park. A total of seven Be Active! Be Green! benches would be placed around the loop to provide a resting place throughout the park.

If thinking of the loop like a clock, the benches would be placed as follows:

12:00 o'clock - Bench #1 is at the north end of the park, just outside the park building and near the parking lot. 3:00 o'clock and 4:00 o'clock- Bench #2 would be at the 3:00 o'clock position and bench #3 would be at 4:00 o'clock position, offering seating and a view of the soccer fields.

6:00 o′clock – Bench #4 offers a resting place at the most southern end of the park.

8:00 o'clock – Bench #5 would be on the east side of the pond and bench #6 would be on the west side of the pond. Between 10:00 and 11:00 o'clock - The final bench, bench #7, would provide a place of rest and observation near the Community Gardens.

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Describe the need for benches on route:

The benches currently in Community Park are most heavily concentrated at the park's north end. Aside from those, there is only one bench along the entire east side and one bench on the west side. Adding additional benches would offer a continuous loop of seating, all around the pathway.

which multiple residents have expressed is important to them. Benches added along the eastern and southern sides of the Benches placed on either side of the pond would allow park users the opportunity to watch both the sunsets and sunrises, park would allow parents a place to watch their children play soccer and provide a place of rest near exercise circuits. A bench added on the northwest side would help complete the loop and provide a place of rest and observation outside the



Curtiss Field Park



Apartments



Single family homes



1551 Iowa Ave W, Falcon Heights, MN 55113

Attachment B, Part 2



1551 Iowa Ave W, Falcon Heights, MN 55113



tries Field Park.



Proposed location of Be Active! Be Green! bench

Name and detailed description of bench route:

Approximately 950' of paved sidewalk surrounds Curtiss Field Park and runs through the park. A Be Active! Be Green! bench would provide a resting place at the north end of the park.

Describe the need for benches on route:

and single family homes. There are currently only park benches near the playground / south end of the park. Outside of the park area, along the pathway in the NW corner, there is also a pavilion with a bench in running through the park, connecting the park to high-density areas filled with businesses, multiple apartment buildings, senior housing it, but it does not face the park and a blanket of trees behind it also Curtiss Field Park has one paved pathway encircling the area and prevent a view to the park.

and give nearby residents a place to rest, as they walk from one end of A bench added within the park at the north end, next to the basketball court, would provide a place for parents to watch their children play the park to the other, and around the park area.



July 27, 2023

Dear City of Falcon Heights,

Congratulations on your award of seven benches for the Be Active! Be Green! Bench Route in Falcon Heights Community Park and one bench for the Be Active! Be Green! Bench Route in Curtiss Field Park. Please get the attached Be Active! Be Green! Bench Agreement signed and sent back to Connie Bernardy at connie.bernardy@co.ramsey.mn.us by Tuesday, August 15, 2023. Please leave the date blank at the top of the agreement. The date will be filled in at the end of the sign off process.

Once all awarded agreements are signed off, we will place the bench order. Our vendor projects we will receive the benches within six weeks. Once we receive the benches, we will contact you for pick up. You will have two weeks to pick them up.

Thanks so much for being a part of the Be Active! Be Green! Bench Initiative creating a physically active friendly environment. Facilitating these "pathways to health" bench routes help promote active living — especially for the elderly, people with disabilities, and people with small children.

Please confirm with Connie Bernardy by email you received this award letter and attachments.

Sincerely,

Connie Bernardy

Active Living Ramsey Communities Director

Ramsey County Public Works

1425 Paul Kirkwold Drive

Pomii Gernardy)

Arden Hills, MN 55112

Work: 651-266-7181

P.S. Please save the dates for our upcoming Active Living Ramsey Communities Quarterly Meetings:

Monday, September 11, 2023 and Monday, December 11, 2023

2:30-4:30 PM

Active Living Ramsey Communities improves health through community engagement.

We promote and create environments that make it safe and easy for everyone to integrate physical activity into their daily routine.

Attachments:

Award Letter – Falcon Heights
Be Active! Be Green! Bench Grant Agreement – Falcon Heights
Attachment A, Part 1 – Community Park and Part 2 – Curtis Field
Attachment B, Part 1 – Community Park and Part 2 – Curtis Field

Be Active! Be Green! Bench Grant Agreement

This agreement dated	is between the County of Ramsey
("COUNTY") and the City of Fa	lcon Heights ("GRANTEE").

RECITALS

- A. GRANTEE has requested COUNTY provide Be Active! Be Green! benches for placement on property GRANTEE owns or operates.
- B. COUNTY wishes to provide the requested benches and wishes to ensure that they will be placed as proposed and will be maintained.

AGREEMENT

THE COUNTY and GRANTEE AGREE THAT, in consideration of the COUNTY providing the indicated number of benches for no charge, the GRANTEE:

- A. Has a legal right to the trail, path, sidewalk, or other right-of-way ("right-of-way") upon which the benches will be installed. The legal right may be in the form of fee title, permanent recorded easement, or lease with a remaining term of no less than 20 years.
- B. Will provide transportation of the benches from a central distribution location to a safe and secure location prior to its transport to the location of installation, at GRANTEE's expense, within two weeks of being notified by email that the benches are ready for pick up. The safe and secure location shall provide protection of the bench from condition that may cause damage beyond normal wear and tear.
- C. Will assemble and install the provided benches, at GRANTEE's expense, on publicly accessible right-of-way at the locations indicated on Attachment A, and in accordance with the plans and details contained in the Be Active! Be Green! Bench Initiative documents and grantee's application attached here to as Attachment B, within one year of receipt. Installation shall include attaching the bench to a base sufficient to provide security and stability of the benches. The location and pad must meet Americans with Disability Act requirements.
- D. Will promote the availability of benches and the Be Active! Be Green! Bench Initiative to its residents and other visitors through its customary and usual communications tools including any community newsletter, organizational website, or other common means of communication and will be a part of the Active Living Ramsey Communities Coalition by being a part of its mailing lists and attend meetings when possible.
- E. Ensure each bench is maintained in safe and usable condition. The GRANTEE agrees that benches will be available for use by all people regardless of race, gender, economic background, or national origin.
- F. The GRANTEE is solely responsible for the future maintenance, repair, upkeep, or replacement of all benches installed.
- G. Will provide the specific location data for each bench in a format that can be integrated with the COUNTY's geographical information system (GIS).

Be Active! Be Green! Bench Initiative Agreement

H. Will provide a photograph of each bench installed for use by COUNTY for its reporting, messaging, and marketing purposes.

OTHER TERMS:

- I. CANCELLATION and REMOVAL: GRANTEE agrees that, in the event a bench is removed or not maintained, that GRANTEE will reimburse COUNTY for the cost of the bench at a pro-rated amount based on a twenty-year useable life. If the bench is reinstalled at an COUNTY approved replacement location, either owned by GRANTEE or another partner, COUNTY may waive the reimbursement requirement.
- J. LIMIT OF COUNTY PARTICIPATION: The County's participation in this agreement is limited to providing funding for the initial supply of benches, coordinating delivery, and ensuring the benches are located, installed, maintained, and repaired, as it determines is necessary and as provided herein. Nothing herein shall be deemed to require the County to pay or perform maintenance, repair, or replacement on the provided benches.
- K. INDEMNIFICATION: The GRANTEE shall defend and indemnify the COUNTY, its officers, agents, and employees from all claims and causes of actions relating to or arising from the GRANTEE's installation, use, and maintenance of the benches, or their use and availability to visitors and other members of the public. This provision shall survive any termination of this agreement.
- ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations and any amendments to this Agreement shall be in writing.

This Agreement is duly executed on the last date written below.

RAMSEY COUNTY	GRANTEE A
By: Ryan O'Connor, County Manager Date: Approval Recommended:	Print Name: 3-9-37
Brian Isaacson, Director Ramsey County Public Works	
Approved as to form:	
Assistant County Attorney	

CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

August 9, 2023

No. 23-52

RESOLUTION ACCEPTING GRANT APPROVAL AND AUTHORIZING CITY ADMINISTRATOR TO ENTER INTO CONTRACT WITH ACTIVE LIVING RAMSEY COMMUNITIES BE ACTIVE! BE GREEN! BENCH INITIATIVE

WHEREAS, Active Living Ramsey Communities is an initiative dedicated to creating and promoting environments that make it safe and convenient for everyone to integrate physical activity into their daily routine; and

WHEREAS, Ramsey County has created the Be Active! Be Green! Bench Initiative as part of Active Living Ramsey Communities. It seeks to install networks of benches in parks, and link local destinations, which are geared towards people of all ages and abilities who may not typically be very active; and,

WHEREAS, the Ramsey County Board of Commissioners has approved funding for the Be Active! Be Green! Bench Initiative, and has funds available through a grant process to support bench routes; and

WHEREAS, the City of Falcon Heights desires to implement a bench route within Community Park and at Curtiss Field; and

WHEREAS, the City desires to participate in the Be Active! Be Green! Bench Initiative and Active Living Ramsey Communities

WHEREAS, the City will pay for the concrete and Public Works will install concrete pads as part of the bench project.

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

- 1. Hereby approves and authorizes submission of an application for a pathway for the Be Active! Be Green! Bench Initiative attached hereto.
- Hereby accepts the terms outlined in the grant application materials, and authorizes the City Administrator to execute grant agreements with the County.

ADOPTED by the Falcon Heights City Council this 9th day of August, 2023.

Moved by: Wa	ssenberg	Approved by:
GUSTAFSON LEEHY MEYER WEHYEE WASSENBERG	In Favor Against	Attested by: Jack/Linehan City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 9, 2023
Agenda Item	Policy H1
Attachment	Resolution 23-53
Submitted By	Jack Linehan, City Administrator

Item	Appointment of Colin Callahan to the position of Public Works Director		
Description	Colin Callahan was appointed the position of interim public works director after the retirement of Tim Pittman, on April 12 th .		
	Colin started with the Falcon Heights Public Works Department in 2002 as a part-time employee. Over time, Colin has developed his skillset as an integral part of the department—from his ability as a plow driver to his knowledge of the city utility systems. Colin previously was a senior maintenance worker.		
	During his first four months as interim director, Colin has done a tremendous job of leading the department through a rare period of transition after decades of stability. Colin has oversaw the onboarding of our new senior maintenance worker and seasonal laborer. He also has played an active role in our 2023 PMP and Hoyt sidewalk projects.		
	As consideration for the additional responsibilities and the after-hour requirements of the position, Colin will have his salary increased 5%. He will have his first review scheduled for April 12 th , 2024.		
Budget Impact	The 5% increase was budgeted.		
Attachment(s)	Resolution 23-53 Appointment of Colin Callahan to the position of Public Works Director		
Action(s) Requested	Staff recommend approval of attached resolution accepting the appointment of Colin Callahan to the position of Public Works Director.		

CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

August 9, 2023

No. 23-53

RESOLUTION APPOINTING COLIN CALLAHAN TO THE POSITION OF PUBLIC WORKS DIRECTOR FOR THE CITY OF FALCON HEIGHTS

WHEREAS, Colin Callahan was promoted to interim public works director on April 12, 2023; and

WHEREAS, it was stated that a review would take place in three to six months to determine if it was a permanent position or if the City would be going a new direction; and

WHEREAS, Colin Callahan has done a tremendous job in the interim role.

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

- 1. Appoint Colin Callahan to the permanent position of Public Works Director, and
- 2. Authorize a 5% increase in compensation; and
- 3. Schedule an annual review of the director to be on the one-year anniversary of the interim appointment date of April 12, 2023.

Moved by:	Wassenb	erg	Approved b	y:
GUSTAFSON MEYER WASSENBER LEEHY WEHYEE	\sim	In Favor Against	Attested by:	Jack Linehan City Administrator