

**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:
- B. ROLL CALL: GUSTAFSON\_\_\_ LEEHY\_\_\_ MEYER \_\_\_  
  
WASSENBERG \_\_\_ WEHYEE \_\_\_  
  
STAFF PRESENT: LINEHAN\_\_\_
- C. APPROVAL OF AGENDA
- D. PRESENTATION  
1.
- E. APPROVAL OF MINUTES:  
1. July 26, 2023 City Council Regular Meeting Minutes
- F. PUBLIC HEARINGS:  
1.
- G. 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
- H. POLICY ITEMS:  
1. Appointment of Colin Callahan as Public Works Director
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:  
*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*
- K. ADJOURNMENT:

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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 25<sup>th</sup>. 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:

1. 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

Dated this 26<sup>th</sup> day of July, 2023

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Randall C. Gustafson, Mayor

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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

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0916		AQUARIUS HOME SERVICE				
I-202307248578		Refund of Double Payment	83.39			
7/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		Refund of Double Payment		101 32220-000	MECHANICAL PERMITS	83.39
		=== VENDOR TOTALS ===	83.39			
01-03122		CITY OF ST PAUL				
I-IN54735		Asphalt Mix - 11	1,951.78			
7/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		Asphalt Mix - 11		101 4132-75000-000	BITUMINOUS PATCHING	1,951.78
		=== VENDOR TOTALS ===	1,951.78			
01-05058		JOSH JORDAN				
I-202307248579		TKD Instructor - 6/20 -8/1	499.20			
7/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: Y		
		TKD Instructor - 6/20 -8/1		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	499.20
		=== VENDOR TOTALS ===	499.20			
01-05917		NORTHWEST ASPHALT, INC.				
I-202307248581		Pay Estimate #1	219,103.78			
7/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		Pay Estimate #1		429 4429-92450-000	2023 STREET PROJECT	47,144.48
		Pay Estimate #1		602 4602-92010-000	GARDEN AVENUE WITH SIDEW	162,212.30
		Pay Estimate #1		429 4429-92450-000	2023 STREET PROJECT	6,498.00
		Pay Estimate #1		429 4429-92470-000	IDAHO AVE ALLEY	3,249.00
		=== VENDOR TOTALS ===	219,103.78			
01-06030		OLSON,ROLAND				
I-202307248580		Flex Payment	44.00			
7/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY	36.52
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY	6.60
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY	0.88
		=== VENDOR TOTALS ===	44.00			

PACKET: 02843 July 24 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====						
0. 035	ST PAUL REGIONAL WATER SERVICE					
-----						
I-202307248582	Water and Sanitary Sewer	136.99				
7/24/2023	APBNK		1099: N			
	DUE: 7/24/2023 DISC: 7/24/2023					
	Community Park Water		101 4141-85040-000	WATER		35.63
	Community Park Sanitary Sewer		601 4601-85075-000	CITY BUILDINGS SANITARY		12.33
	City Hall Water		101 4131-85040-000	WATER		69.42
	City Hall Sanitary Sewer		601 4601-85075-000	CITY BUILDINGS SANITARY		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

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
=====						
07/26/2023	108	CERTIFIED LABORATORIES				
I-8316154		PPE	258.51			
7/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		Ear Plugs & Gloves		101 4132-70120-000	SUPPLIES	124.80
		Safety Vests		101 4132-77000-000	CLOTHING	133.71
		=== VENDOR TOTALS ===	258.51			
=====						
01-03123		CINTAS CORPORATION				
I-4162695992		Floor Mats Svc 7/26	57.45			
7/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		Floor Mats Svc 7/26		101 4131-87010-000	CITY HALL MAINTENANCE	57.45
		=== VENDOR TOTALS ===	57.45			
=====						
01-03117		CITY OF LITTLE CANADA				
I-20476		1st Qtr Inspector Mileage	777.92			
7/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		1st Qtr Inspector Mileage		101 4117-81210-000	BUILDING INSPECTORS	777.92
		=== VENDOR TOTALS ===	777.92			
=====						
01-07299		NELSON, KELLY				
I-202307268585		Mileage Reimbursement	24.90			
7/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		Mileage Reimbursement		101 4112-86010-000	MILEAGE & PARKING	24.90
		=== VENDOR TOTALS ===	24.90			
		=== PACKET TOTALS ===	1,118.78			

PACKET: 02849 July 28 Payables  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	-----ID----- -----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
07/28/2023	BP					
I-202307288586		Fuel	958.00			
7/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		Fuel		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	719.88
		Fuel		101 4141-74000-000	MOTOR FUEL & LUBRICANTS	238.12
		=== VENDOR TOTALS ===	958.00			
01-05153		HOME DEPOT CRC/GECF				
I-202307288587		Supplies	223.69			
7/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		Air Hose		101 4131-70110-000	SUPPLIES	28.98
		Sidewalk Replacement Materials		419 4419-92005-000	SIDEWALK IMPROVEMENTS	40.29
		1x2s and Underlayment		101 4132-70120-000	SUPPLIES	53.66
		Sand & Tape		101 4132-70120-000	SUPPLIES	46.47
		Caution Tape & Sand		101 4132-70120-000	SUPPLIES	54.29
		=== VENDOR TOTALS ===	223.69			
01-05856		LINEHAN, JACK				
I-202307288588		July Phone Reimbursement	60.00			
7/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		July Phone Reimbursement		601 4601-85015-000	CELL PHONE	60.00
		=== VENDOR TOTALS ===	60.00			
01-05585		METROPOLITAN AREA MANAGEMENT A				
I-1576		Jack - May Meeting	25.00			
7/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		Jack - May Meeting		101 4112-86100-000	CONFERENCES/EDUCATION/AS	25.00
		=== VENDOR TOTALS ===	25.00			
01-06030		OLSON,ROLAND				
I-202307288589		Mileage Reimbursement July	51.48			
7/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		Mileage Reimbursement July		101 4113-86010-000	MILEAGE	51.48
		=== VENDOR TOTALS ===	51.48			
		=== PACKET TOTALS ===	1,318.17			

PACKET: 02851 August 2 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<hr/>						
01-0209		ADVANTAGE SIGNS AND GRAPHICS				
I-58581		Street Sign	66.77			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Street Sign		101 4132-75100-000	STREET SIGNS	66.77
		=== VENDOR TOTALS ===	66.77			
<hr/>						
01-00028		ALLSTREAM				
I-19711393		Emergency Landline CH July	69.44			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Emergency Landline CH July		101 4116-85010-000	TELEPHONE	69.44
		=== VENDOR TOTALS ===	69.44			
<hr/>						
01-00875		BHE COMMUNITY SOLAR, LLC				
I-11853115		Solar Garden Elect June	1,509.62			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Solar Garden Elect June		101 4137-85025-000	SOLAR ELECTRIC	1,509.62
		=== VENDOR TOTALS ===	1,509.62			
<hr/>						
01-05918		C&C COURTS INC/SPORT COURT NOR				
I-2023-997		Curtiss Field:Paint for Court	2,500.00			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Curtiss Field:Paint for Courts		101 4141-87120-000	FACILITIES & GROUND MAIN	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
<hr/>						
01-05883		CENTER FOR VALUES-BASED INITIA				
I-23015		Deliverable 4:Future Svc Reco	4,500.00			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Deliverable 4:Future Svc Recom		101 4112-80330-000	CONSULTANT	4,500.00
		=== VENDOR TOTALS ===	4,500.00			
<hr/>						
01-05884		LYNCH, HANNAH				
I-202308028590		Mileage Reimbursement	36.03			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Mileage Reimbursement		101 4117-86010-000	MILEAGE	36.03
		=== VENDOR TOTALS ===	36.03			

PACKET: 02851 August 2 Payables  
 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
=====						
0 582	MENARDS					
I-202308028591		Supplies	83.70			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		2x4s		101 4131-70110-000	SUPPLIES	38.72
		Storm Drain Repair Supplies		426 4426-92400-000	2021 STREET PROJECT	21.00
		Sprayer		101 4131-70110-000	SUPPLIES	23.98
		=== VENDOR TOTALS ===	83.70			
=====						
01-06185	RAMSEY COUNTY					
I-RISK-002246		August Insurance/HR Admin Fee	951.51			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		August Insurance/HR Admin Fee		101 4112-89000-000	MISCELLANEOUS	951.51
		=== VENDOR TOTALS ===	951.51			
=====						
01-05870	XCEL ENERGY					
I-202308028592		Elect	43.80			
8/02/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N		
		Elect		101 4121-85020-000	ELECTRIC	12.38
		Elect		101 4141-85020-000	ELECTRIC/GAS	31.42
		=== VENDOR TOTALS ===	43.80			
		=== PACKET TOTALS ===	9,760.87			

EMP #	NAME	AMOUNT
022	RANDALL C GUSTAFSON	293.07
1-0023	MELANIE M LEEHY	262.05
1-0025	YAKASAH WEHYEE	262.05
1-0027	ERIC G MEYER	262.05
1-1006	JACK LINEHAN	3,323.19
1-1027	KELLY A NELSON	2,746.56
1-1029	ELKE VAN DER WERFF	1,630.27
1-1042	FREDI PONCE PARRA	1,242.36
1-1136	ROLAND O OLSON	3,060.44
1-1162	ALYSSA LANDBERG	1,090.58
1-1028	HANNAH B LYNCH	2,692.17
1-1167	DAVID S SIMONS	1,547.35
1-1033	DAVE TRETSEVEN	1,946.63
1-1143	COLIN B CALLAHAN	2,563.55
1-1171	HENRY A THOMAS	1,521.85

TOTAL PRINTED: 15 24,444.17

7-25-2023 6:33 AM PAYROLL CHECK REGISTER  
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
PAYROLL DATE: 7/25/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
022	WASSENBERG, JAMES J	R	7/25/2023	262.05	092417
184	NEIS, ADRIAN J	R	7/25/2023	287.05	092418
030	PITTMAN, TIMOTHY J	R	7/25/2023	153.77	092419

7-25-2023 6:33 AM PAYROLL CHECK REGISTER  
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
PAYROLL DATE: 7/25/2023

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	3	702.87
DIRECT DEPOSIT REGULAR CHECKS:	15	24,444.17
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	18	25,147.04

..... + 228.56 (additional part time payroll)  
(next sheet)

25,375.60

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
22	STONE, MIA D	R	7/25/2023	103.89	092420
275	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 support	<u>26.50</u>

14,909.84

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## REQUEST FOR COUNCIL ACTION

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

<b>Item</b>	Approval of City License(s)
<b>Description</b>	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2023. Staff have received the necessary documents for licensure.</p> <p style="padding-left: 40px;">1. Warners' Stelian Company Inc.</p> <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2023. Staff have received the necessary documents for licensure.</p> <p style="padding-left: 40px;">1. Bruce and Maureen Misgen; 1707 Tatum Street</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	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

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

<b>Item</b>	Forestry Services
<b>Description</b>	<p>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.</p> <p>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.</p>
<b>Budget Impact</b>	Services provided within this contract will be budgeted for.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Service Agreement</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of the service agreement with Rehder Forestry Consulting for Forestry Services and authorize the Mayor and City Administrator to execute all necessary documents.

# AGREEMENT

**AGREEMENT** made this 9<sup>th</sup> 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
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Property Damage:	\$1,000,000 each occurrence \$1,000,000 aggregate
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Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
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Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate
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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.

**CITY OF FALCON HEIGHTS**

BY: \_\_\_\_\_  
Randall C. Gustafson, Mayor

AND: \_\_\_\_\_  
Jack Linehan, City Administrator

**REHDER FORESTRY CONSULTING, LLC**

BY: \_\_\_\_\_  
President

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## REQUEST FOR COUNCIL ACTION

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

<b>Item</b>	Contract approval for grant funds through Active Living Ramsey Communities - Be Active! Be Green! Bench Initiative
<b>Description</b>	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.
<b>Budget Impact</b>	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.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Grant Applications</li> <li>• Award Letter</li> <li>• Resolution 23-52</li> <li>• Contract Agreement</li> </ul>
<b>Action(s) Requested</b>	Staff recommend approval of attached contract agreement to receive a total of 8 park benches through the Be Active! Be Green! Bench Initiative.



2050 Roselawn Ave W, Falcon Heights, MN 55113

♥ 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.

# 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.

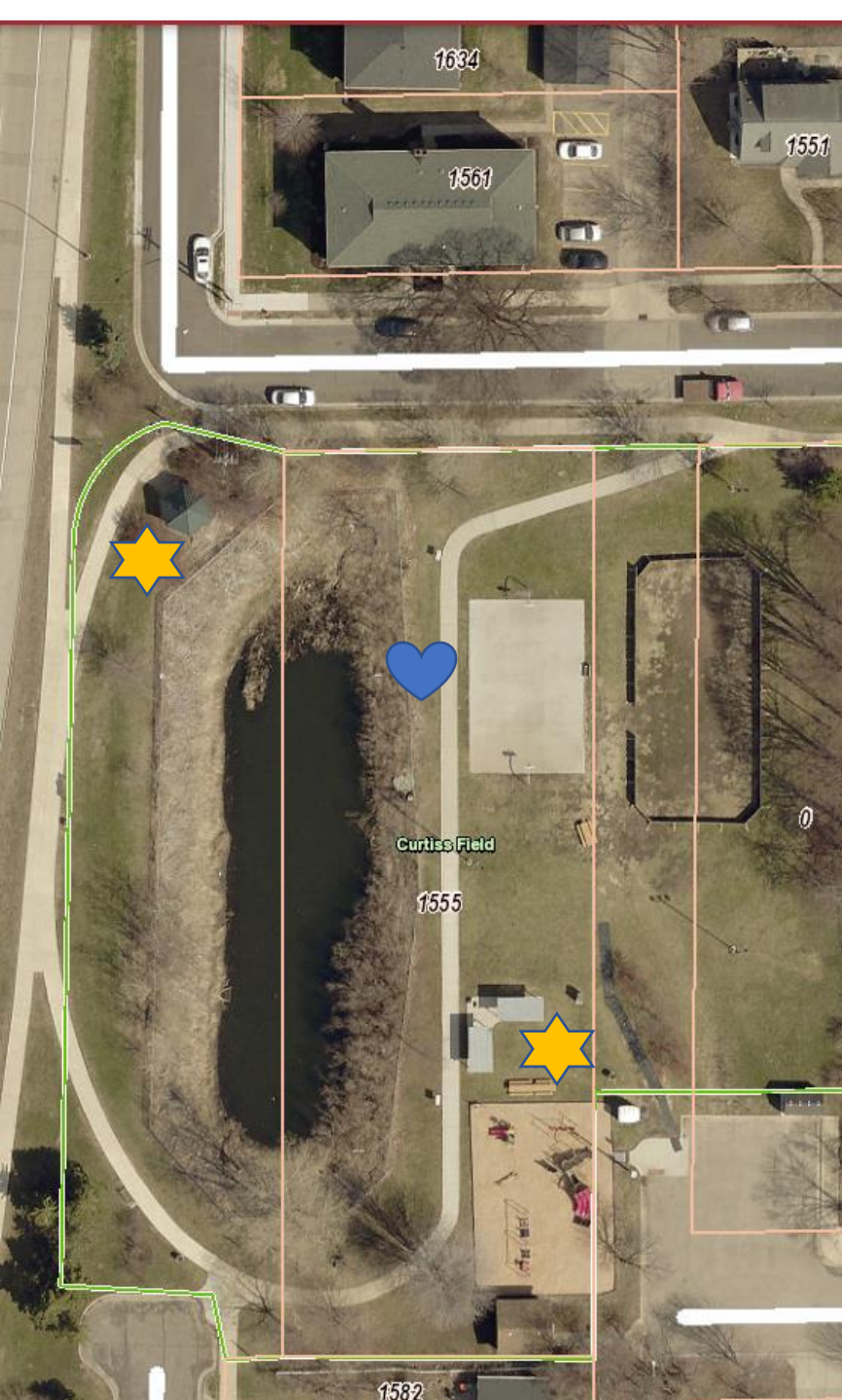
Benches placed on either side of the pond would allow park users the opportunity to watch both the sunsets and sunrises, which multiple residents have expressed is important to them. Benches added along the eastern and southern sides of the park would allow parents a place to watch their children play 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 garden area.

-  Curtiss Field Park
-  Apartments
-  Single family homes







1551 Iowa Ave W, Falcon Heights, MN 55113

★ Current bench locations within Curtiss 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:

Curtiss Field Park has one paved pathway encircling the area and running through the park, connecting the park to high-density areas filled with businesses, multiple apartment buildings, senior housing 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 it, but it does not face the park and a blanket of trees behind it also prevent a view to the park.

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 and give nearby residents a place to rest, as they walk from one end of 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](mailto: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  
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

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

August 9, 2023

No. 23-52

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**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.
2. 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 9<sup>th</sup> day of August, 2023.

-----  
Moved by:

Approved by: \_\_\_\_\_

Randall Gustafson  
Mayor

GUSTAFSON        \_\_\_\_\_    In Favor  
LEEHY  
MEYER            \_\_\_\_\_    Against  
WEHYEE  
WASSENBERG

Attested by: \_\_\_\_\_

Jack Linehan  
City Administrator

## Be Active! Be Green! Bench Grant Agreement

This agreement dated \_\_\_\_\_ is between the County of Ramsey ("COUNTY") and the City of Falcon 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).

- 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.
- L. 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

By: \_\_\_\_\_

By: \_\_\_\_\_

Ryan O’Connor, County Manager

City Administrator

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approval Recommended:

Date: \_\_\_\_\_

\_\_\_\_\_

Brian Isaacson, Director

Ramsey County Public Works

Approved as to form:

\_\_\_\_\_

Assistant County Attorney



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## REQUEST FOR COUNCIL ACTION

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

<b>Item</b>	Appointment of Colin Callahan to the position of Public Works Director
<b>Description</b>	<p>Colin Callahan was appointed the position of interim public works director after the retirement of Tim Pittman, on April 12<sup>th</sup>.</p> <p>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.</p> <p>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.</p> <p>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<sup>th</sup>, 2024.</p>
<b>Budget Impact</b>	The 5% increase was budgeted.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Resolution 23-53 Appointment of Colin Callahan to the position of Public Works Director</li> </ul>
<b>Action(s) Requested</b>	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:

Approved by: \_\_\_\_\_  
Randall C. Gustafson  
Mayor

GUSTAFSON        \_\_\_\_\_    In Favor  
MEYER  
WASSENBERG     \_\_\_\_\_    Against  
LEEHY  
WEHYEE

Attested by: \_\_\_\_\_  
Jack Linehan  
City Administrator