

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

AGENDA
August 14, 2024 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON___ LEEHY___ MEYER ___
WASSENBERG ___ MIELKE___
- STAFF PRESENT: LINEHAN___
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
1. July 24, 2024 City Council Regular Meeting Minutes
2. July 24, 2024 City Council Special Workshop Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
1. General Disbursements through 08/08/24: \$656,010.63
 a. Payroll through 07/31/24: \$27,879.94
 b. Wire Payments through 07/31/24: \$16,717.46
2. Appointment of Wesley Goldberg to the Parks and Recreation Commission
3. Acceptance of Metropolitan Council Livable Communities Act (LCA) Pre-Development Grant Program Award for Amber Flats
4. Surplus Public Works F-350 to Midway Ford
5. Fourth Amendment to Joint Cooperation Agreement with Ramsey County Housing and Redevelopment Authority
6. Letter of Support for MetCouncil’s Charging & Fueling Infrastructure Discretionary Grant Program Application
7. Final Pay Estimate for the Larpenteur Avenue Lighting Project
- H. POLICY ITEMS:
1. Tennis Recycling Contract Renewal
- 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

July 24, 2024 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_ MEYER_X_

WASSENBERG_X_ MIELKE_X_

STAFF PRESENT: LINEHAN_X_ VAN DER WERFF_X_

- C. APPROVAL OF AGENDA

Councilmember Meyer motions to approve the agenda;
Approved 4-0

- D. PRESENTATION

- E. APPROVAL OF MINUTES:

- 1. July 3, 2024 City Council Workshop Meeting Minutes
- 2. July 10, 2024 City Council Regular Meeting Minutes

Administrator Linehan notes one minor correction has been made to the July 10, 2024 minutes.

Councilmember Wassenberg motions to approve the agenda;
Approved 4-0

- F. PUBLIC HEARINGS:

- G. CONSENT AGENDA:

- 1. General Disbursements through 07/18/24: \$75,312.80
 - a. Payroll through 07/15/24: \$25,509.72
 - b. Wire Payments through 07/15/24: \$16,001.35
- 2. City Administrator Jack Linehan Contract Addendum #2
- 3. Resignation of Jeff Yager from the Parks and Recreation Commission

Mayor Gustafson motions to approve the agenda;
Approved 4-0

Mayor Gustafson thanks Administrator Linehan for his service. He also thanks Jeff Yager for his time on the Parks and Recreation Commission.

- H. POLICY ITEMS:

- 1. Concurrence of Watershed Boundary Changes

Linehan explains this item was tabled previously as the Capitol Region watershed wanted to switch two parcels over to Rice Creek watershed to make dillineation more clear. The Rice

Creek watershed is now requiring boundary agreement approval from all agencies involved. Linehan notes there are two distinct watersheds in Falcon Heights, they are an important natural resource as this is where water drains. In a multi-year effort, the Rice Creek watershed has reviewed where its drainage goes, to redefine the boundaries between neighboring watersheds. A few dozen properties in Falcon Heights are recommended to be transferred from Capitol Region to Rice Creek's watershed. Residents will not notice a significant difference in taxes, other than a title change on their statement.

Councilmember Wassenberg notes the maps show the parcels clearly, including the Community Park.

Councilmember Meyer motions to approve Resolution 24-41 Approving Letter Of Concurrence For Watershed District Boundary Change/ Adjustment;
Approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Councilmember Mielke attended the nomination meeting for the replacement of Ramsey County Commissioner Trista Martinson of District 3. She also walked at Community Park to see the new benches Public Works installed.

Councilmember Meyer notes he and his wife had a great time at the Ice Cream Social. He is looking forward to Night to Unite.

Councilmember Leehy notes the Community Engagement Commission canceled the meeting last week as there was no quorum, but it was good to see numerous commissioners present at the Ice Cream Social. Ramsey County Sheriff's Office had a station for CERT sign-up at the event. The CEC is looking to start this up again. Currently, the RCSO is offering training in September.

Councilmember Wassenberg had a good time at the Ice Cream Social and handed out a lot of ice cream.

Mayor Gustafson also had a great time attending the Ice Cream Social and networking. Afterward, he also attended the Nine North and Cable Commission meeting, where changes in broadband laws and some changes to their programming were discussed. Lastly, he subbed in at the Planning Commission, they are close to completing their changes to the City Code. There will be a joint Planning Commission and City Council workshop in the next month.

Administrator Linehan explains that originally around 800 pieces were purchased for Ice Cream Social, but there is some leftover. There is the final night of free rec nights on Thursday, July 25 at Curtiss Field. A number of the evenings were rained out, unfortunately. The State Fair Task Force met on July 17th, and a traffic enforcement deputy from the RCSO was present to provide feedback. They also started discussions on commercial parking lots and other events at the fairgrounds. City staff is preparing for the State Fair. They are creating a State Fair resource guide that will be mailed out to each resident. They are also gearing up for State Fair Parking permits. Public Works is continuing to work on the monument signs. The new sidewalk shaver arrived and they tested it at City Hall.

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: 7:20 PM

Councilmember Mielke motions to adjourn;
Approved 5-0

Dated this 14th day of August, 2024

Randall C. Gustafson, Mayor

Jack Linehan, City Administrator

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

MINUTES

Wednesday, July 24, 2024
7:30 P.M.

A. CALL TO ORDER: 7:23 PM

B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_
 MEYER_X__ MIELKE_X__ WASSENBERG_X__

STAFF PRESENT: LINEHAN_X__ VAN DER WERFF_X__ FARLEY_X__

C. POLICY ITEMS:

1. Diversity, Equity, Inclusion and Belonging Report – William Farley, Administrative & Inclusion Intern

Administrator Linehan explains that Administrative & Inclusion Intern William Farley has been tasked with various projects this summer. He has been a great help for Falcon Heights and Lauderdale. He reviewed the DEIB efforts of the City and is providing a report and next steps.

Farley explains he has reviewed the City’s DEIB efforts. He is including short-term and medium recommendations. He is hopeful these can act as a bridge for more community engagement surrounding DEIB and eventually provide the ability to craft long-term recommendations.

Farley describes the short-term recommendations. They could be implemented in roughly two years, with minimum budget impact, and will create a foundation for DEIB.

- Creating a language access policy. As more people speak a language other than English and as the city grows and becomes more diverse this will be a beneficial element to ensure everyone has the ability to interact with its government. He provides a sample policy.
- Inclusive Language Guide. This means being more intentional in creating an inclusive language in City Code. This reduces ambiguity in policy because sometimes our default language includes assumptions about who belongs. Gender is a common example, but another one is citizens, residents, community members
- An updated RCA Format. The updated format creates a section for geographic impact, identifying level of community engagement and how the policy aligns with the strategic goals of the City.
- Surveying City Interactions. This could give data on disparate experiences, and identify areas of improvement and long-term trends. He emphasizes the survey should be disaggregated by race and ethnicity.

- Goals for Commission Representation. Studies show diverse groups make better policies and represent the needs of the whole community. So commissions as a whole should roughly mirror the community
- Update Job Descriptions to include DEIB responsibilities.
- Establish an Onboarding Procedure. This could include IDI assessments. Onboarding should be for staff, Council, and Commissioners.

Farley continues with medium-term recommendations

- Professional Development of Staff. This continues from previous trainings that were done, such as the IDI. This will build the staff's ability to analyze systemic factors that influence their day-to-day operations
- Community Leadership Development. Filling appointed commissions has historically been a challenge, further amplified when trying to draw on marginalized communities. To address this the city should make an active effort to develop community leaders, particularly marginalized ones, who can serve on city commission and beyond city government
- Conduct an Annual Assessment. This will allow the measure of progress over time and create clear next steps. There are various tools for assessment. He recommends the Center for Economic Inclusion's Racial Equity Dividends Index.
- Empower a Commission to lead DEIBA Planning. This establishes ownership without siloing, it provides a consistent check-in, establishes institutional memory, and provides a clear mechanism for community engagement.

Administrator Linehan provides a disclaimer stating Farley was tasked with this as he can provide an independent assessment from an outsider.

Councilmember Leehy appreciates how Farley incorporated themselves into the presentation and did not present it as an us vs them. She appreciates weaving the work that has been done along with future goals into creating a solid foundation the City can continue to build on.

Councilmember Meyer thanks Farley for the presentation. He wonders about the sample Language Access Policy if another language is in addition to English or if for example, Spanish is their main language. Farley comments that the study does not mention this. Linehan notes staff is looking at doing an RFP for a new website management and this will be an item that can be looked at as a function to allow for easier translation services of the website.

Mayor Gustafson appreciates Farley's work and this provides great direction for the City.

Farley appreciates the comments and notes he feels Falcon Heights is open to working on improving their DEIB efforts.

Councilmember Wassenberg notes next steps would be going through the report and prioritizing which recommendations could be implemented.

Leehy notes back in 2016 the Community Engagement Commission started work for regular DEIB training which shows that the City is excited about this work and improving its efforts.

2. St. Anthony Village Proposed Draft Contract

Linehan explains since approval to move in to negotiations in late April, staff from both cities have been working with our city attorneys and legal counsel from the League of Minnesota Cities Insurance Trust (LMCIT) to develop a draft contract that could meet the needs of the primary stakeholders identified: the residents of Falcon Heights, St. Anthony Village, and Lauderdale, as well as the St. Anthony Police Department. Some highlights of the proposed contract include:

- Governance, to help ensure there is consistent oversight of the contract, the proposal includes revising language to reflect a joint operations committee at the staff level.
- Length/severability, both parties felt a contract length of five years was a good start as that matches the previous contract. Some cities are starting longer contracts as there are large investments in resources. But both cities felt a five-year contract would be a good start.

Wassenberg points out that the relationship is for eight years with the requirement of a three-year notice to terminate. Leehy wonders if this could be used to extend the contract. Wassenberg feels this is done by default.

Gustafson wonders if the first contract is five years and does it automatically renew. Leehy points out the 3-year notice requirement. Linehan states both parties have to provide notice three years in advance of canceling. So essentially it would roll into a new contract for two years. Anytime a party can be notified, in three years the contract is done.

Gustafson continues so there is the assumption of auto-renewal, but there is nothing in writing. The Council reviews the language in the contract. Linehan explains the contract with St. Paul Fire is based on a rolling contract. Wassenberg explains you get to negotiate the terms every five years. Gustafson wonders if it the contract rolls into a five-year contract or a one-year contract.

Linehan explains it does not include a renewal term, but requires a three-year notice to terminate. If this happens at the five-year mark that adds three years to the contract. This can be done at any time and it incentivizes to get to a new agreement and update contract terms. He continues, that there are risks on both sides as St. Anthony is hiring officers and this allows for appropriate time for the retirement of current officers, this also allows Falcon Heights time to build relations and to get to a new contract. Gustafson agrees it takes time to create a relationship and get to an agreement.

Leehy wonders why is it a five-year contract if it requires a three-year term time. Linehan states in practice this allows renewal and negotiation of terms every five years.

Gustafson wonders if there could be earlier termination under certain circumstances. And if the termination period could be two and a half years. Linehan answers it could get tricky. A termination notice will need to be sent to the other party three years before the termination date of the contract.

Councilmember Mielke wonders when the first payment is due once the contract is signed. Linehan answers the goal would be when services are rendered. St. Anthony

would like to see a contingency. Contract addendums and pricing are still being worked on.

Meyer suggests an edit to the termination clause. Council agrees.

Linehan feels this contract has fair terms and, a clear description of duties compared to the current police contract. St. Anthony Council suggested quarterly or monthly joint operations committee meetings monthly rather than once per year. Council agrees.

Mielke wonders about having the City of Falcon Heights' name on the squad cars that patrol in Falcon Heights. Linehan agrees this would be good.

Leehy wonders about participation in the CEC meetings, it is nice to have representation from the police and fire department. Linehan believes they will once they are fully staffed.

Meyer appreciates how call volume was part of the formula for calculating contract pricing but wonders how this was determined. Linehan explains they took a breakdown of the population and workload in that population. The idea is each city represents a percentage of the department and each contract city would pay for their portion of the total cost of law enforcement. Falcon Heights would be responsible for around 25- 30%. An increase or a decrease in the police budget hits each city proportionally.

Wassenberg wonders what is included in the police department budget. Linehan notes it's for operating and capital costs. This will be used to renovate their police building. Communications equipment will be provided.

Mielke is looking for an update on the recruitment of police officers. Linehan explains some cadets were let go, and St. Anthony remains concerned about hiring. They have high standards for their department, which is good but it doesn't make staffing up an easy process. The next step is making edits to the contract and continue to anticipate the cost. He is confident this is a setup for a long-term relationship. It allows for incremental changes/adjustments to the contract throughout time, and more control over the budget long term. It is similar to creating a department but with the benefits of an already existing department.

Wassenberg adds several smaller items and oversight management is taken care of by SAPD. However, it is made clear in the contract that SAPD has the final word and will take changes from Falcon Heights as advice. He reiterates the insurance aspect of the contract and it looks like St. Anthony Village is responsible for some liability. Linehan notes that LMCIT offers each city \$2 million in general liability and cities can buy excess liability. If there is a case for police liability in Falcon Heights, we are the primary for insurance, but if a settlement hits the cap, the remainder is the responsibility of St. Anthony. The majority of risk for police departments is much lower. They are still working on pricing.

Linehan explains the strategy and plans for policing in 2025. He met with the New Brighton Public Safety Director and City Manager. They had conducted a study of their police services and provided a report for the New Brighton City Council. One recommendation is expanding services to other cities but doing a trial run first for a

year. Falcon Heights could pose an opportunity for a trial run. Their department offers police and fire, but limited overtime opportunities for their staff, and expanding services could allow for overtime for their department.

Gustafson believes the New Brighton one-year contract would be a good opportunity for them and a good opportunity for Falcon Heights.

Wassenberg states New Brighton could provide a longer transitional period if SAPD continues to have issues with hiring.

3. Tenants' Rights Workshop

Linehan and Mielke have discussed hosting a Tenant's Rights Education Workshop provided by HOME Line. There should be child care and food. There would be a cost to the group, as well as the cost to provide food and potentially rental space or childcare. The estimate is approximately \$1,500 for the workshop.

Mielke explains fees can be waived if the City provides their promotions. The HOME Line attorney would come in and review the renter's rights with tenants, provide a Q&A and an interpreter would be present as well. Because space is limited, she booked a community space in September at Roseville Library, which seats 150.

Wassenberg wonders about hosting it at a space in Falcon Heights as he is concerned with transportation. A possibility is the auditorium at Amber Union.

Mielke believes it would be uncomfortable for Amber Union tenants to ask difficult questions.

Gustafson suggests the Falcon Heights elementary school cafeteria.

Leehy wonders why a location within Falcon Heights could not be used for its residents. She believes adding a Spanish interpreter would be beneficial. Then she wonders about any space at the U of M.

Mielke notes there is a cost to utilize the school and any space on Campus poses parking difficulties. The library is free to rent and provides a great space for kids.

Meyer states it would be great if it is a walkable distance. But he agrees the library provides a great free space.

Leehy believes it's good to have seminars for renters. It could even be beneficial for homeowners to learn about renters' rights as well.

Gustafson wonders if it is open to renters in single-family homes. He suggests sending out mailers to all renters in the City.

Mielke is worried about costs, an estimate for the workshop is \$1,500 which has to include food, an interpreter, and a mailer. She wants to ensure this is an event where renters feel comfortable asking difficult questions. She reiterates the attorney fees could be waived if promotion is provided by the City.

The Council thinks this is a great idea and is in support of the investments.

Wassenberg wonders about child care at the library and until which time this is provided.

Mielke notes it's suggested by HOME line to provide child care, but she would not promote it. She reserved Saturday afternoon on September 7. The library is open until 5 PM.

D. ADJOURNMENT: 9:10 PM

Councilmember Leehy motions to adjourn;
Approved 5-0

Randall C. Gustafson, Mayor

Dated this 14th day of August, 2024

Jack Linehan, City Administrator

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

PACKET: 03170 AUG 8 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
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01-03110	CENTURY LINK						
I-202408088916			JULY LANDLINE SS	74.70			
8/08/2024	APBNK		DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
			JULY LANDLINE SS		601 4601-85011-000	TELEPHONE - LANDLINE	74.70
			=== VENDOR TOTALS ===	74.70			
=====							
01-05772	IDC AUTOMATIC						
I-78902-in			GARAGE DOOR REPAIRS	627.71			
8/08/2024	APBNK		DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
			GARAGE DOOR REPAIRS		101 4131-87010-000	CITY HALL MAINTENANCE	627.71
			=== VENDOR TOTALS ===	627.71			
=====							
01-05058	JOSH JORDAN						
I-202408088915			TAE KWON DO INSTRUCTOR - 8/1	544.00			
8/08/2024	APBNK		DUE: 8/08/2024 DISC: 8/08/2024		1099: Y		
			TAE KWON DO INSTRUCTOR - 8/13		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	544.00
			=== VENDOR TOTALS ===	544.00			
=====							
01-05908	METRO-INET						
I-2111			AUG IT	4,132.00			
8/08/2024	APBNK		DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
			AUG IT		101 4116-85070-000	TECHNICAL SUPPORT	4,132.00
			=== VENDOR TOTALS ===	4,132.00			
=====							
01-05974	NORTH SUBURBAN ACCESS CORPORAT						
I-2024-112			WEB/VIRTUAL MEETINGS/CABLE/EQ	582.08			
8/08/2024	APBNK		DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
			WEBSTREAMING JULY 2024		101 4116-85050-000	CABLE TV	133.84
			P[RODUCTION SVCS/CABLE		101 4116-85050-000	CABLE TV	57.04
			VIFTUAL MEETINTGS JULY 2024		101 4116-85050-000	CABLE TV	376.20
			CAROUSEL COORDINATION JULY 202		101 4116-85050-000	CABLE TV	5.25
			EQUIPMENT MONITORING		101 4116-85050-000	CABLE TV	9.75
			=== VENDOR TOTALS ===	582.08			

PACKET: 03170 AUG 8 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05973	NORTH SUBURBAN COMMUNICATIONS					
I-2024-555		Q3 2024 COOPERATIVE SVC NSCC	2,976.93			
8/08/2024	APBNK	DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
		Q3 2024 COOPERATIVE SVC NSCC		101 4116-85050-000	CABLE TV	2,976.93
		=== VENDOR TOTALS ===	2,976.93			

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01-05917	NORTHWEST ASPHALT, INC.					
I-202408088917		PAY EST # 5	83,063.38			
8/08/2024	APBNK	DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
		PAY OFF RETAINAGE EST# 5		429 20600-000	CONTRACTS PAYABLE	43,184.31
		PAY OFF RETAINAGE EST# 5		602 20600-000	CONTRACTS PAYABLE	13,308.06
		PAY OFF RETAINAGE EST# 5		601 20600-000	CONTRACT PAYABLE	2,229.35
		PAY EST # 5 MSAS		429 4429-92450-000	2023 STREET PROJECT	20,590.23
		PAY EST # 5 LOCAL STREETS		429 4429-92450-000	2023 STREET PROJECT	2,659.46
		PAY EST # 5 IDAHO ALLEY		429 4429-92450-000	2023 STREET PROJECT	1,091.97
		=== VENDOR TOTALS ===	83,063.38			

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01-06024	ON SITE SANITATION					
I-1757360		PORTABLE TOILET COMM PK	165.00			
8/08/2024	APBNK	DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
		PORTABLE TOILET COMM PK		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
=====						
I-1757361		PORTABLE TOILET CURTIS	165.00			
8/08/2024	APBNK	DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
		PORTABLE TOILET CURTIS		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
		=== VENDOR TOTALS ===	330.00			

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01-06314	REHDER FORESTRY CONSULTING					
I-420X		FORESTRY CONSULTING JULY	251.64			
8/08/2024	APBNK	DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
		FORESTRY CONSULTING JULY		101 4134-80330-000	FORESTRY CONSULTANT	251.64
		=== VENDOR TOTALS ===	251.64			

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01-05870	XCEL ENERGY					
I-202408088918		ELECT	298.88			
8/08/2024	APBNK	DUE: 8/08/2024 DISC: 8/08/2024		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.68
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	56.71
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	57.53
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	15.67
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	63.72
		ELECT		101 4131-85020-000	ELECTRIC	63.78
		ELECT		101 4141-85020-000	ELECTRIC/GAS	29.79

PACKET: 03170 AUG 8 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
01-05870	XCEL ENERGY	(** CONTINUED **)				
=== VENDOR TOTALS ===			298.88			
=== PACKET TOTALS ===			92,881.32			

PACKET: 03168 AUG 7 PAYABALES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-03089	CASH					
I-202408078913		CERTIFIED MAILINGS	33.49			
8/07/2024	APBNK	DUE: 8/07/2024 DISC: 8/07/2024		1099: N		
		CERTIFIED MAILING AMBER UNION		101 4112-70500-000	POSTAGE	23.08
		CERTIFIED MAIL: TILDEN FD		414 4414-89000-000	MISC:TIF ADMIN FEES RAMS	10.41
		=== VENDOR TOTALS ===	33.49			
=====						
01-05886	KELLY & LEMMONS P.A.					
I-63534		JULY PROSECUTINS	2,500.00			
8/07/2024	APBNK	DUE: 8/07/2024 DISC: 8/07/2024		1099: Y		
		JULY PROSECUTINS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
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01-06314	REHDER FORESTRY CONSULTING					
I-420		FORESTRY CONSULTING	259.04			
8/07/2024	APBNK	DUE: 8/07/2024 DISC: 8/07/2024		1099: N		
		FORESTRY CONSULTING		101 4134-80330-000	FORESTRY CONSULTANT	259.04
		=== VENDOR TOTALS ===	259.04			
=====						
01-05870	XCEL ENERGY					
I-202408078914		ELECT	48.66			
8/07/2024	APBNK	DUE: 8/07/2024 DISC: 8/07/2024		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	36.90
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.76
		=== VENDOR TOTALS ===	48.66			
		=== PACKET TOTALS ===	2,841.19			

PACKET: 03165 AUG 6 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
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01-05171	FRA	DOR INC				
I-217172		BLACK DIRT	56.07			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		BLACK DIRT		419 4419-92005-000	SIDEWALK IMPROVEMENTS	56.07
		=== VENDOR TOTALS ===	56.07			
=====						
01-05115	GOPHER	STATE ONE CALL				
I-4070390		LOCATES	52.65			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	52.65
		=== VENDOR TOTALS ===	52.65			
=====						
01-05235	JAN-PRO	CLEANING SYSTEMS				
I-128947		JANITORIAL SVC AUG	550.00			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		JANITORIAL SVC AUG		101 4131-87010-000	CITY HALL MAINTENANCE	550.00
		=== VENDOR TOTALS ===	550.00			
=====						
01-05792	MAINSTREET	DESIGNS				
I-36184		BANNERS FOR NEW STREET LITES	2,149.00			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		BANNERS FOR NEW STREET LITES		419 4419-92500-000	LARPEUR STREET LIGHTS	2,149.00
		=== VENDOR TOTALS ===	2,149.00			
=====						
01-06030	OLSON,ROLAND					
I-202408068912		FLEX REIMB	29.98			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		FLEX REIMB		101 21712-000	MEDICAL FLEX SAVINGS PAY	24.88
		FLEX REIMB		601 21712-000	MEDICAL FLEX SAVINGS PAY	4.50
		FLEX REIMB		602 21712-000	MEDICAL FLEX SAVINGS PAY	0.60
		=== VENDOR TOTALS ===	29.98			
=====						
01-06053	OREILLY	AUTO PARTS				
I-3243-439503		OIL FILTER	27.97			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		OIL FILTER		101 4132-70120-000	SUPPLIES	27.97
		=== VENDOR TOTALS ===	27.97			

PACKET: 03165 AUG 6 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
=====						
01-05374		TENNIS SANITATION LLC				
I-3999469		RECYCLING JULY	9,447.75			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		RECYCLING JULY		206 4206-82030-000	RECYCLING CONTRACTS	9,447.75
I-3999470		SWMT AND CEC CHRGS JULY	67.50			
8/06/2024	APBNK	DUE: 8/06/2024 DISC: 8/06/2024		1099: N		
		SWMT AND CEC CHRGS JULY		101 4131-87010-000	CITY HALL MAINTENANCE	67.50
		=== VENDOR TOTALS ===	9,515.25			
		=== PACKET TOTALS ===	12,380.92			

PACKET: 03163 AUG 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
=====						
01-00136	ABM	EQUIPMENT & SUPPLY CO				
I-0179299-IN		TRK BOX EQUIP FOR F450 TRK	33,496.00			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		TRK BOX & EQUIP FOR F450 TRK		101 4131-70110-000	SUPPLIES	33,496.00
		=== VENDOR TOTALS ===	33,496.00			
=====						
01-00028	ALLSTREAM					
I-20740724		EMERGENCY LANDLINE CITY HALL	119.13			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		EMERGENCY LANDLINE CITY HALL		101 4116-85010-000	TELEPHONE	119.13
		=== VENDOR TOTALS ===	119.13			
=====						
01-00875	BHE	COMMUNITY SOLAR, LLC				
I-12108138		SOLAR GARDEN ELECT JUNE	1,318.23			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		SOLAR GARDEN ELECT JUNE		101 4137-85025-000	SOLAR ELECTRIC	1,318.23
		=== VENDOR TOTALS ===	1,318.23			
=====						
01-05501	FARLEY,	WILLIAM				
I-202408018907		MILEAGE REIMB	39.50			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		MILEAGE REIMB		101 4112-86010-000	MILEAGE & PARKING	39.50
		=== VENDOR TOTALS ===	39.50			
=====						
01-05119	GFOA					
I-2479247		GFOA MEMBERSHIP ALYSSA	150.00			
8/02/2024	APBNK	DUE: 8/02/2024 DISC: 8/02/2024		1099: N		
		GFOA MEMBERSHIP ALYSSA		101 4113-86110-000	MEMBERSHIPS	150.00
		=== VENDOR TOTALS ===	150.00			
=====						
01-05166	GRAINGER,	W. W., INC.				
I-9192466770		CORD ADAPTER	31.96			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		CORD ADAPTER		101 4131-70110-000	SUPPLIES	31.96
		=== VENDOR TOTALS ===	31.96			

PACKET: 03163 AUG 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
=====

01-05440 LOFFLER COMPANIES, INC

I-4755775 COPIER CHRG JULY 131.18
8/01/2024 APBNK DUE: 8/01/2024 DISC: 8/01/2024 1099: N
COPIER CHRG JULY 101 4112-87000-000 REPAIR OFFICE EQUIPMENT 131.18
=== VENDOR TOTALS === 131.18

01-05582 MENARDS

I-202408018909 BENCH SUPPLIES/TOOLS/CART 395.25
8/01/2024 APBNK DUE: 8/01/2024 DISC: 8/01/2024 1099: N
PARK BENCH SUPPLIES 101 4141-70100-000 SUPPLIES 126.76
CART FOR DUMP TRUCK 101 4132-70120-000 SUPPLIES 103.94
TOOLS 101 4131-70110-000 SUPPLIES 164.55
=== VENDOR TOTALS === 395.25

01-05665 METROPOLITAN COUNCIL

I-1175728 SEPT WASTE WATER SVCS 63,338.36
8/01/2024 APBNK DUE: 8/01/2024 DISC: 8/01/2024 1099: N
SEPT WASTE WATER SVCS 601 4601-85060-000 METRO SEWER CHARGES 63,338.36
=== VENDOR TOTALS === 63,338.36

01-0624 OCCUPATIONAL HEALTH CENTERS OF

I-104023361 DRUG TESTING 86.00
8/01/2024 APBNK DUE: 8/01/2024 DISC: 8/01/2024 1099: N
DRUG TESTING 101 4132-89000-000 MISCELLANEOUS 86.00
=== VENDOR TOTALS === 86.00

01-06030 OLSON,ROLAND

I-202408018905 MILEAGE REIMB 68.34
8/01/2024 APBNK DUE: 8/01/2024 DISC: 8/01/2024 1099: N
MILEAGE REIMB 101 4113-86010-000 MILEAGE 68.34

I-202408018906 FLEX PYMT 67.36
8/01/2024 APBNK DUE: 8/01/2024 DISC: 8/01/2024 1099: N
FLEX PYMT 101 21712-000 MEDICAL FLEX SAVINGS PAY 55.91
FLEX PYMT 601 21712-000 MEDICAL FLEX SAVINGS PAY 10.10
FLEX PYMT 602 21712-000 MEDICAL FLEX SAVINGS PAY 1.35
=== VENDOR TOTALS === 135.70

PACKET: 03163 AUG 2 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
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01-06024 ON SITE SANITATION

I-1741876		PORTABLE TOILET COMM PK	165.00			
8/02/2024	APBNK	DUE: 8/02/2024 DISC: 8/02/2024		1099: N		
		PORTABLE TOILET COMM PK		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
I-1741877		PORTABLE TOILET CURTISS PK	165.00			
8/02/2024	APBNK	DUE: 8/02/2024 DISC: 8/02/2024		1099: N		
		PORTABLE TOILET CURTISS PK		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
I-1752883		HAND SANITIZERS COMM PK	23.75			
8/02/2024	APBNK	DUE: 8/02/2024 DISC: 8/02/2024		1099: N		
		HAND SANITIZERS COMM PK		601 4601-85080-000	PORTABLE TOILET PARKS	23.75
I-1752884		HAND SANITIZERS CURTISS PK	23.75			
8/02/2024	APBNK	DUE: 8/02/2024 DISC: 8/02/2024		1099: N		
		HAND SANITIZERS CURTISS PK		601 4601-85080-000	PORTABLE TOILET PARKS	23.75
=== VENDOR TOTALS ===			377.50			

01-06184 RAMSEY COUNTY - POLICE AND 911

EMCOM 011850		CAD SVCS JULY	379.58			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		CAD SVCS JULY		101 4122-81200-000	911 DISPATCH FEES	379.58
I-EMCOM 011866		911 DISPATCH JULY	2,468.67			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		911 DISPATCH JULY		101 4122-81200-000	911 DISPATCH FEES	2,468.67
=== VENDOR TOTALS ===			2,848.25			

01-00935 ST PAUL REGIONAL WATER SERVICE

I-202408018910		SS AND H2O	161.57			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		H2O		101 4131-85040-000	WATER	88.88
		SS		601 4601-85075-000	CITY BUILDINGS SANITARY	22.24
		H2O		101 4141-85040-000	WATER	38.12
		H2O		601 4601-85075-000	CITY BUILDINGS SANITARY	12.33
=== VENDOR TOTALS ===			161.57			

PACKET: 03163 AUG 2 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
=====						
01-07898	WSB					

I-R023472-000-10		LARPEN TEUR SNELLING CORR D STU	2,721.25			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		LARPEN TEUR SNELLING CORR D STU		101 4117-80450-000	SNELLING/LARP CORRIDOR S	2,721.25
		=== VENDOR TOTALS ===	2,721.25			
=====						
01-05870	XCEL ENERGY					

I-202408018908		ELECT	69.82			
8/01/2024	APBNK	DUE: 8/01/2024 DISC: 8/01/2024		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	32.97
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.49
		ELECT		101 4141-85020-000	ELECTRIC/GAS	25.36
		=== VENDOR TOTALS ===	69.82			
		=== PACKET TOTALS ===	105,419.70			

PACKET: 03161 JULY 29 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
=====						
01-05422	BP					
I-202407298903		FUEL	1,048.17			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		FUEL		101 4141-74000-000	MOTOR FUEL & LUBRICANTS	130.62
		FUEL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	917.55
		=== VENDOR TOTALS ===	1,048.17			
=====						
01-01023	BUHL GTA LP					
I-202407298900		1ST HALF PAY AS GO PYMT	131,205.36			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		1ST HALF PAY AS GO PYMT		415 4415-93000-000	DEBT PAY AS YOU GO PYMT	131,205.36
		=== VENDOR TOTALS ===	131,205.36			
=====						
01-03103	CANON FINANCIAL SERVICES					
I-33829483		COPIER CHRGS JULY	163.59			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		COPIER CHRGS JULY		101 4131-87010-000	CITY HALL MAINTENANCE	163.59
		=== VENDOR TOTALS ===	163.59			
=====						
01-03111	CENTER FOR ENERGY AND ENVIRONM					
I-24403		ENERGY AUDITS JAN TO MAR	600.00			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		ENERGY AUDITS JAN TO MAR		101 4117-89070-000	ENERGY AUDIT INCENTIVE	600.00
		=== VENDOR TOTALS ===	600.00			
=====						
01-03219	DYES, KIM					
I-202407298904		REFUND PARK RENTAL	36.03			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		REFUND PARK RENTAL		101 34101-000	CITY FACILITY RENTAL	36.03
		=== VENDOR TOTALS ===	36.03			
=====						
01-05171	FRA DOR INC					
I-2107041		BLACK DIRT	126.50			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		BLACK DIRT		419 4419-92005-000	SIDEWALK IMPROVEMENTS	126.50
		=== VENDOR TOTALS ===	126.50			

PACKET: 03161 JULY 29 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
=====						
01-05153	HOME DEPOT CRC/GECF					
I-202407298902		TOOLS/FERTILIZER/SEED/PARK SU	660.70			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		SHOP TOOLS		101 4131-70110-000	SUPPLIES	61.36
		FERTILIZER, GRASS SEED		101 4141-70100-000	SUPPLIES	79.69
		TENT AND BENCH SUPPLIES		101 4141-70100-000	SUPPLIES	519.65
		=== VENDOR TOTALS ===	660.70			
=====						
01-05008	HUMANA INSURANCE CO					
I-673999228		VISION FOR JULY	78.21			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		VISION FOR JULY		101 4112-89000-000	MISCELLANEOUS	78.21
		=== VENDOR TOTALS ===	78.21			
=====						
01-05451	MADISON NATIONAL LIFE INS CO I					
I-1637727		LTD AND STD INS AUG	129.71			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		LTD AND STD INS AUG		101 4112-89000-000	MISCELLANEOUS	129.71
		=== VENDOR TOTALS ===	129.71			
=====						
01-05731	MN DEPARTMENT OF LABOR INDUSTR					
I-JUNE 1230152024		2ND QTR SURCHARGES	583.43			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		2ND QTR SURCHARGES		101 20801-000	DUE TO OTHER GOVERNMENTS	583.43
		=== VENDOR TOTALS ===	583.43			
=====						
01-05843	MN NCPERS LIFE INSURANCE					
I-458800082024		2024 LIFE INS JULY	64.00			
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024		1099: N		
		2024 LIFE INS JULY		101 21709-000	OTHER PAYABLE	39.52
		2024 LIFE INS JULY		204 21709-000	OTHER PAYABLE	1.60
		2024 LIFE INS JULY		601 21709-000	OTHER PAYABLE	16.16
		2024 LIFE INS JULY		602 21709-000	OTHER PAYABLE	6.72
		=== VENDOR TOTALS ===	64.00			

PACKET: 03161 JULY 29 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
=====

01-06030 OLSON,ROLAND

I-202407298901 FLEX PYMT 147.96
7/29/2024 APBNK DUE: 7/29/2024 DISC: 7/29/2024 1099: N
FLEX PYMT 101 21712-000 MEDICAL FLEX SAVINGS PAY 122.81
FLEX PYMT 601 21712-000 MEDICAL FLEX SAVINGS PAY 22.19
FLEX PYMT 602 21712-000 MEDICAL FLEX SAVINGS PAY 2.96
=== VENDOR TOTALS === 147.96

01-06184 RAMSEY COUNTY - POLICE AND 911

I-SHRFL 002250 POLICY SVCS JULY 149,191.40
7/29/2024 APBNK DUE: 7/29/2024 DISC: 7/29/2024 1099: N
POLICY SVCS JULY 101 4122-81000-000 POLICE SERVICES 149,191.40
=== VENDOR TOTALS === 149,191.40

01-05920 SCHWALBE, ANNE MARIE

I-202407298896 SPECIALTY INSTRUCTOR TO AUG 3 552.80
7/29/2024 APBNK DUE: 7/29/2024 DISC: 7/29/2024 1099: Y
SPECIALTY INSTRUCTOR TO AUG 3 201 4201-87700-000 INSTRUCTOR-SPECIALTY CLA 552.80
=== VENDOR TOTALS === 552.80

01-06561 TILDEN FP FALCON HEIGHTS APART

I-202407298899 1ST HALF PAY AS GO PYMT 85,986.08
7/29/2024 APBNK DUE: 7/29/2024 DISC: 7/29/2024 1099: N
1ST HALF PAY AS GO PYMT 414 4414-93000-000 DEBT PAY AS YOU GO PYMT 85,986.08
=== VENDOR TOTALS === 85,986.08

01-06560 TILDEN FP FALCON HEIGHTS SENIO

I-202407298898 1ST HALF PAY AS GO PYMT 59,467.19
7/29/2024 APBNK DUE: 7/29/2024 DISC: 7/29/2024 1099: N
1ST HALF PAY AS GO PYMT 414 4414-93000-000 DEBT PAY AS YOU GO PYMT 59,467.19
=== VENDOR TOTALS === 59,467.19

01-07432 TOFT'S OUTDOOR SUPPLY

I-4077 TREE AND BRUSH DISPOSAL 110.00
7/29/2024 APBNK DUE: 7/29/2024 DISC: 7/29/2024 1099: N
TREE AND BRUSH DISPOSAL 101 4134-84010-000 TREE TRIMMING 110.00
=== VENDOR TOTALS === 110.00

PACKET: 03161 JULY 29 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
=====					
01-05912	VAN DER WERFF, ELKE				

I-202407298897		MILEAGE REIMB	22.05		
7/29/2024	APBNK	DUE: 7/29/2024 DISC: 7/29/2024	1099: N		
		MILEAGE REIMB	101 4112-86010-000	MILEAGE & PARKING	22.05
		=== VENDOR TOTALS ===	22.05		
		=== PACKET TOTALS ===	430,173.18		

PACKET: 03157 JULY 23 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
=====						
01-00869	BENEFIT EXTRAS, INC					
I-123431		FLEX PARTICIPATION FEE 3RD QT	120.00			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		FLEX PARTICIPATION FEE 3RD QTR		101 4112-89000-000	MISCELLANEOUS	120.00
		=== VENDOR TOTALS ===	120.00			
=====						
01-03089	CASH					
I-202407238892		CLEANING GLOVES FOR PUBLIC WO	43.61			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		CLEANING GLOVES FOR PUBLIC WOR		601 4601-70100-000	SUPPLIES	43.61
		=== VENDOR TOTALS ===	43.61			
=====						
01-03110	CENTURY LINK					
I-202407238893		LANDLINE SERVICE JULY	64.28			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		LANDLINE SERVICE JULY		101 4141-85011-000	TELEPHONE - LANDLINE	64.28
		=== VENDOR TOTALS ===	64.28			
=====						
01-04000	EHLERS AND ASSOCIATES					
I-98158		ANNUAL TIF REPORTS FOR 6/20/2	2,983.75			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		ANNUAL TIF REPORTS FOR 6/20/24		414 4414-81900-000	OTHER PROFESSIONAL SERVI	2,983.75
		=== VENDOR TOTALS ===	2,983.75			
=====						
01-06185	RAMSEY COUNTY					
I-PUBW -021096		BULK ROAD SALT JAN-MAR 2024	4,666.68			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		BULK ROAD SALT JAN-MAR 2024		101 4132-83030-000	SNOW REMOVAL	4,666.68
		=== VENDOR TOTALS ===	4,666.68			
=====						
01-07432	TOFT'S OUTDOOR SUPPLY					
I-3904		BRUSH AND TREE DISPOSAL	185.00			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		BRUSH AND TREE DISPOSAL		101 4134-84010-000	TREE TRIMMING	185.00
I-3984		TREE AND BRUSH DISPOSAL	185.00			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		TREE AND BRUSH DISPOSAL		101 4134-84010-000	TREE TRIMMING	185.00
		=== VENDOR TOTALS ===	370.00			

PACKET: 03157 JULY 23 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
=====						
01-07898	WSB					
I-R-024278-000-3		LARP LIGHTING REPLACEMENT	2,478.00			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		LARP LIGHTING REPLACEMENT		419 4419-92500-000	LARPENTEUR STREET LIGHTS	2,478.00
=====						
I-R024278-000-2		LARP LIGHTING REPLACEMENT	1,588.00			
7/23/2024	APBNK	DUE: 7/23/2024 DISC: 7/23/2024		1099: N		
		LARP LIGHTING REPLACEMENT		419 4419-92500-000	LARPENTEUR STREET LIGHTS	1,588.00
=====						
=== VENDOR TOTALS ===			4,066.00			
=== PACKET TOTALS ===			12,314.32			

EMP #	NAME	AMOUNT
0022	RANDALL C GUSTAFSON	293.07
01-0023	MELANIE M LEEHY	262.05
01-0027	ERIC G MEYER	262.05
01-0028	JAMES J WASSENBERG	262.05
01-0029	PAULA MIELKE	262.05
01-1006	JACK LINEHAN	3,057.73
01-1027	KELLY A NELSON	2,666.92
01-1029	ELKE VAN DER WERFF	2,528.96
01-1043	WILLIAM D FARLEY	1,163.69
01-1136	ROLAND O OLSON	3,526.39
01-1162	ALYSSA LANDBERG	754.09
01-1028	HANNAH B LYNCH	2,982.01
01-1167	DAVID S SIMONS	1,873.37
01-1168	DEAN T POPE	1,725.88
01-1033	DAVE TRETSEVEN	2,065.72
01-1143	COLIN B CALLAHAN	2,939.16
01-2278	KENDALL J MOORE	573.98

TOTAL PRINTED: 17 27,199.17

7-25-2024 8:46 AM PAYROLL CHECK REGISTER
PAYROLL # 1 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 7/25/2024

EMP #	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1184	MURIAN J	R	7/25/2024	362.17	093327
2279	MURKIN, HADLEY J	R	7/25/2024	138.52	093328

7-25-2024 8:46 AM PAYROLL CHECK REGISTER
PAYROLL # 1 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 7/25/2024

*** REGISTER TOTALS ***

REGULAR CHECKS:	2	500.69
DIRECT DEPOSIT REGULAR CHECKS:	17	27,199.17
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	19	27,699.86

*** NO ERRORS FOUND ***

** END REPORT **

7-25-2024 11:46 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 7/25/2024

EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
LADOUCEUR, HADLEY J	R	7/25/2024	41.56	093329
LEE, RACHEL H	R	7/25/2024	138.52	093330

7-25-2024 11:46 AM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 7/25/2024

*** REGISTER TOTALS ***

REGULAR CHECKS:	2	180.08
DIRECT DEPOSIT REGULAR CHECKS:		
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	2	180.08

*** NO ERRORS FOUND ***

** END OF REPORT **

WIRE PAYMENTS

July 31 payroll

Fed With	9,373.90
St With	1,743.43
Pera	5,400.13
ICMA	200.00
	<u>-</u>

16,717.46

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Meeting Date	August 14, 2024
Agenda Item	Consent G2
Attachment	Application and Resolution 24-42
Submitted By	Kelly Nelson, Deputy Clerk / Admin. Services Director

Item	Appointment of Wesley Goldberg to the Parks and Recreation Commission
Description	City staff and the current chairperson of the Parks and Recreation Commission interviewed Wesley Goldberg for the Parks and Recreation Commission in the fall of 2023. But, before officially appointing Wesley to the commission, a life change caused Wesley to put becoming a commissioner on hold for a time. Wesley asked that Staff please consider him again in the future, once able to serve. With a current opening on the commission, Staff reached out and Wesley is able to and would like to serve on the commission now. Wesley Goldberg is a Falcon Heights resident and brings experience as a Parks and Recreation Supervisor for the City of Spring Lake Park.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Commission Application • Resolution 24-42 Appointment of Wesley Goldberg to the Parks and Recreation Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Wesley Goldberg to the Parks and Recreation Commission.

From: [Falcon Heights, MN](#)
To: [FH Mail](#)
Subject: *NEW SUBMISSION* City Commission Application
Date: Monday, October 2, 2023 3:25:04 PM

Caution: This email originated outside our organization; please use caution.

City Commission Application

Submission #: 2737579
IP Address: 96.67.183.241
Submission Date: 10/02/2023 3:24
Survey Time: 11 minutes, 56 seconds

You have a new online form submission.

Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Please complete form below. Starred items are required. Press submit button to complete your application.

Date and Time

10/02/2023 03:13 PM

Full Name

Wesley Goldberg

Full Address

1845 Larpenteur Ave W
Apt 1
Falcon Heights, MN 55113
United States of America

Phone

Additional Phone

Email

How Long At Above Address?

6 years

In Which Capacity Would You Like to Serve?

I would like to serve on the Parks & Recreation Commission

What is the Reason You Would Like to Serve?

I'm currently employed in the Parks & Recreation Department as a Recreation Supervisor with the city of Spring Lake Park. I'm very passionate about this field, and I think my experience on the administrative side of Parks & Recreation

would bring a unique and necessary perspective to the Parks Commission. I'm always looking to expand my knowledge and experiences, and I think that this would be a great opportunity to do that while also having the privilege of serving my community.

List Prior (Previous) Public Service

Other Relevant Background (Other Comments)

Thank you,

Falcon Heights, MN

This is an automated message generated by Granicus. Please do not reply directly to this email.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 14, 2024

No. 24-42

**RESOLUTION APPOINTING WESLEY GOLDBERG TO THE PARKS AND RECREATION
COMMISSION**

WHEREAS, the Parks and Recreation Commission shall serve in an advisory capacity to the City Council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community.

WHEREAS, City Staff and the current Parks Chairperson have interviewed Wesley Goldberg and recommend appointment to the Falcon Heights Parks and Recreation Commission.

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

1. That the appointment of Wesley Goldberg to the Falcon Heights Parks and Recreation Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEY _____
MEYER _____ Against
MIELKE
WASSENBERG

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	August 14, 2024
Agenda Item	G3
Attachment	See below.
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Acceptance of Metropolitan Council Livable Communities Act (LCA) Pre-Development Grant Program Award for Amber Flats
Description	<p>The City of Falcon Heights and Buhl Larpenteur West, LLC have received a grant from the Metropolitan Council’s Livable Communities Act Pre-Development Grant program for the Amber Flats project at 1644 Snelling Avenue in the amount of \$204,000.</p> <p>City Council approved Resolution 24-30 on April 10, 2024 which allowed staff to apply for the grant.</p> <p>The City and Buhl Larpenteur West, LLC (the developer of the Amber Flats project) prepared a grant application for final design concepts and a final stormwater management plan.</p> <p>The City received notice of approval of the grant award in July of 2024.</p>
Budget Impact	The grant is in the amount of \$204,000. This grant and related activity are not forecasted to have direct impact on the budget. It is a pass-through grant which will be directed to Buhl Larpenteur West, LLC for development activities at Amber Flats.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 24-43 Authorizing Metropolitan Livable Communities Act Grant Agreement for Amber Flats • Resolution 24-44 Approving Subgrant Agreement with Buhl Larpenteur West, LLC for Metropolitan Livable Communities Act Grant Funds for Amber Flats • Metropolitan Livable Communities Act Grant Agreement • Metropolitan Livable Communities Demonstration Pre-Development Grant Program, Sub-Grant Agreement
Action(s) Requested	Staff recommends a motion to approve Resolutions 24-43 and 24-44 to accept the award from the Metropolitan Council’s Livable Communities Act, enter into a subgrant agreement with Buhl Larpenteur West, LLC for the distribution of the grant funds, and grant authority to the City Administrator to sign all documents related to accepting the grant.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 14, 2024

No. 24-43

**RESOLUTION AUTHORIZING METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT FOR AMBER FLATS**

WHEREAS, the City of Falcon Heights (“City”) applied for the Pre-Development Grant Program funds through the Metropolitan Livable Communities Act Fund and was awarded \$204,000 (“Grant Funds”) to assist with architectural design and development of a stormwater management plan of the Buhl Larpenteur West, LLC (“Buhl”) development of a multifamily rental housing facility which includes 96 affordable apartments (“Project”) within the City;

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

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

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

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

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

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

ADOPTED this 14th day of August, 2024 by the City Council of Falcon Heights, Minnesota.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
LEEHY
MEYER
MIELKE
WASSENBERG

_____ In Favor
_____ Against

Attested by: _____
Jack Linehan
City Administrator

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 14, 2024

No. 24-44

**A RESOLUTION APPROVING SUBGRANT AGREEMENT WITH BUHL LARPEN TEUR
WEST, LLC FOR METROPOLITAN LIVABLE COMMUNITIES ACT GRANT FUNDS FOR
AMBER FLATS**

WHEREAS, Buhl GTA, LP, limited partnership (“Buhl”) is proposing to construct a 92-unit multi-family rental housing project (“Project”) to be located at 1644 Larpenteur Ave W., Falcon Heights; and

WHEREAS, the City has previously applied for and received a Metropolitan Livable Communities Act grant from the Metropolitan Council in the amount of \$204,000.00 in connection with the Developer’s construction of the Project, and approved execution of a grant agreement for the grant on August 14, 2024; and

WHEREAS, the City and Buhl must enter into a subgrant agreement to fund part of the cost of the project; and

WHEREAS, the City will disburse grant funds in response to written payment requests submitted by Buhl upon receipt of the funds from the Metropolitan Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the subgrant agreement documents with Buhl are hereby in all respects approved to be issued to Buhl for final authorization and signatures.

ADOPTED this 14th day of August, 2024 by the City Council of Falcon Heights, Minnesota.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
MIELKE
WASSENBERG

Attested by: _____
Jack Linehan
City Administrator

GRANTEE: City of Falcon Heights	GRANT NO. SG-21179
PROJECT: Amber Flats Affordable Housing	
GRANT AMOUNT: \$204,000	CYCLE: 2024 - Round 1
COUNCIL ACTION: June 12, 2024	EXPIRATION DATE: June 30, 2026

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

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

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

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

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

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Pre-Development Grant Program to help Municipalities implement community development objectives; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Pre-Development Grant Program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Pre-Development Project” within the “Project Area” as described in the application; and

WHEREAS, the Council awarded Livable Communities Act Pre-Development Grant Program funds to the Grantee with the understanding that the Pre-Development Project described in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the “Expiration Date” identified above.

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

I. DEFINITIONS

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

- (a) ***Council Action.*** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Pre-Development Grant Program funds.
- (b) ***County.*** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (c) ***Development Authority.*** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) ***Future Development Project.*** “Future Development Project” means the future development project described in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds that through its design and execution will deliver benefits such as housing, connections, and/or jobs to the region. The Future Development Project for which the grant funds were awarded must be undertaken within the Project Area. The Future Development Project may recognize or acknowledge regional park lands and regional trails that cross through or are located adjacent to the Project Area, but the Pre-Development Project may not include regional park lands.
- (e) ***Metropolitan Area.*** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) ***Municipality.*** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) ***Participating Municipality.*** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) ***Pre-Development Project.*** “Pre-Development Project” means the grant-funded activities for which funding is requested in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds.
- (i) ***Project Area.*** “Project Area” means the specific geographic area (or areas) within which the Future Development Project must be undertaken and within which the Pre-Development Project will be conducted as described in the Grantee’s application. The Project Area cannot include regional park lands. The Project Area may include regional trails that cross through

or are located adjacent to the Project Area, but neither the Future Development Project nor the Pre-Development Project may provide for the alteration or elimination of any regional park lands or trails.

II. GRANT FUNDS

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

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

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Pre-Development Grant Program funds. A Pre-Development Project summary (“Project Summary”) that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

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

2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

2.06. Pre-Development Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Pre-Development Project activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Pre-Development Project or significant changes to grant-funded Pre-Development Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Pre-Development Project or to the grant-funded activities described or identified in Attachments A and B.

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

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Pre-Development Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Pre-Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Requests and Disbursements. Except for prepaid grant funds disbursed under Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council’s online grants management system and reviewed and approved by the Council’s authorized agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 2.09 AND 2.10, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE (OR THE PARTICIPATING MUNICIPALITY WITHIN WHICH THE PRE-DEVELOPMENT PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

2.10 Prepayment of Grant Funds. If requested by the Grantee, the Council will disburse to the Grantee a prepayment of up to \$50,000 or 50 percent of the Grant Amount, whichever amount is less. The Council will make this prepayment within 35 days after the Grantee submits to the Council both a copy of an executed subrecipient agreement or contract between the Grantee and its subrecipient(s) or contractor(s)/consultant(s), and an invoice for prepayment. Each subrecipient agreement or contract must clearly identify: the name of the subrecipient, contractor, or consultant; the date the subrecipient agreement or contract was executed; the grant-eligible activity or activities for which the grant funds will be used; the cost per hour or cost per unit; the quantity of service or goods; the total cost of the service or deliverables; and the type of service rendered or deliverables provided. The Council will disburse the balance of the Grant Amount on a reimbursement or cost-incurred basis under Section 2.09. As part of the Final Report required under Section 3.03, the Grantee will submit documentation showing: the service or deliverables paid for with prepaid grant funds were completed or provided; the actual cost of those service or deliverables; and how any interest income from prepaid grant funds was used.

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

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Pre-Development Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

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

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

Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the “Effective Date”) upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the “Expiration Date” identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Pre-Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE TERM SHALL REVERT TO THE COUNCIL.**

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

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

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity,

marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

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

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

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Pre-Development Project and the Future Development Project. The acknowledgment will contain the following or similar language:

Funding support for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.

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

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Pre-Development Project activities described or identified in Attachments A and B.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Pre-Development Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Pre-Development Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council's *2040 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

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

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

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

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

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

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

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

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

This space intentionally left blank. Signature page follows.

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

CITY OF FALCON HEIGHTS

METROPOLITAN COUNCIL

By: _____

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

ATTACHMENT A

PRE-DEVELOPMENT PROJECT SUMMARY

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

Grant Number: SG-21179
Type: LCA Pre-Development
Grantee: City of Falcon Heights
Project Name: Amber Flats Affordable Housing
Project Location: 1644 Larpenteur Ave
Council District: 10 – Peter Lindstrom

Project Detail	
Project Overview	The proposed project will turn a parcel that is currently a parking lot into an all-affordable development with a mix of unit sizes. The project proposes 92 units to be affordable at 60% AMI.
Use of funds	
Award Amount	Uses and Deliverables to be completed by the end of the grant term
\$204,000	Architectural Design: Final design concepts Development of stormwater management plan: Final stormwater management plan

ATTACHMENT B

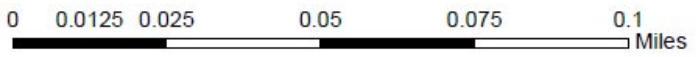
PRE-DEVELOPMENT PROJECT LOCATION(S)

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



NCompass Technologies

- TOD Area
- Project
- Transit Routes (All)
- Parcels
- Active Transit Stops



Created: 4/18/2024
LandscapeLCA4



For complete disclaimer of accuracy, please visit
<https://giswebsite.metc.state.mn.us/gis/site/notice.aspx>



**METROPOLITAN LIVABLE COMMUNITIES DEMONSTRATION
PRE-DEVELOPMENT GRANT PROGRAM
SUB-GRANT AGREEMENT**

This Sub-Grant Agreement (the “Agreement”) is entered into on this _____ day of _____, 2024, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (hereinafter referred to as the “Sub-Grantor”) and **BUHL LARPEUR WEST, LLC** a Minnesota limited liability company (hereinafter referred to as the “Sub-Grantee”).

RECITALS

WHEREAS, the Metropolitan Council (hereinafter referred to as the “Grantor”) and the Sub-Grantor have entered into a Livable Communities Pre-Development Grant Agreement, Grant No. SG-21179 (hereinafter “Grant Agreement”); and

WHEREAS, the Sub-Grantee is the fee owner of property at 1644 Larpenteur Avenue W., Falcon Heights (hereinafter referred to as “Project Location”); and

WHEREAS, the Sub-Grantor and Sub-Grantee enter into this Sub-Grant Agreement to fund part of the cost of a 92 unit apartment development at 60% of AMI with a building footprint of 24,194 square feet and four stories, designed to accommodate 64 sub-level parking stalls and 51 surface parking stalls (hereinafter referred to as the “Project”) at the Project Location and to define the obligations and rights of each under this Sub-Grant.

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

1. **GRANT AGREEMENT.** The Grant Agreement is incorporated herein by reference. If there are any inconsistencies or conflicts between this Sub-Grant Agreement and the Grant Agreement, the terms of the Grant Agreement shall control.
2. **SUB-GRANT.** The Sub-Grantor grants to the Sub-Grantee an amount not to exceed Two Hundred Four Thousand and No/100 Dollars (\$204,000.00) for the Project at the Project Location for the specified Project costs identified in the Grant Agreement.
3. **PAYMENT.** The Sub-Grantor will disburse grant funds in response to written payment requests submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor’s authorized agent. Sub-Grantor’s obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Sub-Grantor. Payment request and other reporting forms will be provided to the Sub-Grantee by the Sub-Grantor. The Sub-Grantor will disburse grant funds on a reimbursement basis or a “cost incurred” basis. The Sub-Grantee must provide with its written payment requests documentation that shows grant-funded Project activities have actually been completed. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Sub-Grant Agreement, the Sub-Grantor will disburse a requested amount to the Sub-Grantee within thirty-five (35) days after receipt of a properly completed and verified payment request form.

4. **MISCELLANEOUS.**

a. **Authorized Representatives.**

The Sub-Grantor's Authorized Representative is:

City Administrator
2077 Larpenteur Ave. W.
Falcon Heights, MN 55113

The Sub-Grantee's Authorized Representative is:

b. **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this Sub-Grant Agreement without the prior consent of the Sub-Grantor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Sub-Grant Agreement, or their successors in office.

c. **Amendments.** Any amendment to this Sub-Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Sub-Grant Agreement, that failure does not result in a waiver of the right to enforce the same or another provision of the Agreement in the future.

e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Sub-Grant Agreement by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Agreement. Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Agreement and this Sub-Grant Agreement.

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

g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Agreement, and as it applies to all data created, collected, received,

stored, used, maintained, or disseminated by Sub-Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

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

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

Dated: _____, 2024.

CITY OF FALCON HEIGHTS

BY: _____
Randy Gustafson, Mayor

AND _____
Jack Linehan, City Administrator/City Clerk

Dated: _____, 2024.

BUHL LARPENTEUR WEST, LLC

BY: _____

Name: _____

Its: _____

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Meeting Date	August 14, 2024
Agenda Item	Consent G4
Attachment	Resolution 24-45
Submitted By	Colin Callahan, Public Works Director

Item	Surplus Public Works F-350 to Midway Ford
Description	<p>The Council approved the purchase of an F-450 Super Duty truck to replace a 2012 F-350 Super Duty truck on October 11, 2023.</p> <p>The City will now surplus the 2012 F-350 Super Duty Cab to Midway Ford as it is no longer needed in our fleet. Our fixed asset listed the F-350 as depreciated to \$0 in internal value.</p>
Budget Impact	New unbudget revenue of \$25,000 will be allocated to the governmental fund Parks/Public Works Capital Fund (403).
Attachment(s)	<ul style="list-style-type: none"> • Resolution 24-45
Action(s) Requested	Staff recommends council approve resolution 24-45 declaring the F-350 as surplus property and sell the vehicle to Midway Ford.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 14, 2024

No. 24-45

**A RESOLUTION APPROVING THE DECLARING OF THE 2012 FORD F-350 TRUCK AS
SURPLUS EQUIPMENT**

WHEREAS, the City Administrator is authorized to recommend City property that has reached its useful life be declared surplus; and

WHEREAS, the 2012 F-350 has depreciated to zero dollars in internal value and no longer holds useful value to the City of Falcon Heights; and

WHEREAS, the City of Falcon Heights replaced the 2012 F-350 truck with a 2024 F-450 truck.

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

1. That the City Council declares the 2012 F-350 truck as surplus equipment.
2. That the City Administrator is authorized to negotiate with Midway Ford to sell the truck.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
MIELKE

Attested by: _____
Jack Linehan
City Administrator / City Clerk

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Meeting Date	August 14, 2024
Agenda Item	Consent G5
Attachment	Fourth Amendment to Joint Coop Agreement
Submitted By	Jack Linehan, City Administrator

Item	Fourth Amendment to Joint Coop Agreement with Ramsey Co. Housing & Redevelopment Authority
Description	<p>The City originally entered into a joint cooperative agreement with Ramsey Co. Housing and Redevelopment Authority on August 19, 1985, and is occasionally asked to resign the agreement as it is amended (May 10, 2006, June 24, 2015 and August 24, 2021).</p> <p>With a fourth amendment made to the cooperative agreement, the City is asked to resign the agreement again.</p> <p>Funds provided by through this Joint Cooperation Agreement primarily assist low and moderate income neighborhoods.</p>
Budget Impact	N/A
Attachment(s)	Fourth Amendment to the Joint Cooperative Agreement with Ramsey Co. Housing & Redevelopment Authority
Action(s) Requested	Staff recommends Council authorize the City Administrator and Mayor to execute the Fourth Amendment to the Joint Cooperative Agreement with Ramsey Co. Housing & Redevelopment Authority

**FOURTH AMENDMENT TO
JOINT COOPERATION AGREEMENT**

WHEREAS, the Ramsey County Housing and Redevelopment Authority ("Authority") and _____ ("Municipality"), each a political subdivision of the State of Minnesota, entered into a joint cooperative agreement dated August 19, 1985, as amended May 10, 2006, June 24, 2015, and August 24, 2021 ("Agreement"); and

WHEREAS Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5301 et seq., as amended, ("CDBG Act") provides for a program of community development block grants; and

WHEREAS, computation of a county's population as an Urban County as that term is used in the CDBG Act included the Municipality with which it has entered into the Agreement to undertake or to assist in the undertaking of essential activities pursuant to community development block grants; and

WHEREAS, HUD CPD Notice 24-02 requires that an Urban County requalifying in fiscal year (FY) 2024 for the FY 2025-2027 qualification period is required to make any necessary revisions to its cooperation agreements at the time that it requalifies; and

WHEREAS, the Authority requalified for the FY 2025-2027 qualification period and therefore amends the Agreement; and

WHEREAS, the Mayor of the Municipality, or an authorized signatory, is authorized to execute this amendment to the Agreement on the Municipality's behalf; and

WHEREAS, the County Manager is authorized to execute this amendment to the Agreement on the Authority's behalf; and

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 4.L.2 of the Agreement is amended and replaced with the following:

may participate in a HOME and ESG Programs only through the Authority. If Ramsey County does not receive a HOME formula allocation, the Municipality may not form a HOME consortium with other units of general local government. This does not preclude the Urban County or the Municipality from applying for HOME or ESG funds from the State, if the State allows.

2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

(Signature pages to follow)

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Johanna Berg
Ramsey County Manager

Dated: _____

APPROVAL RECOMMENDED:

Max Holdhusen
Deputy Director Housing Development

APPROVED AS TO FORM:

Assistant Ramsey County Attorney

This Document Drafted By:

Office of the Ramsey County Attorney
360 Wabasha St. N., Suite 100
Saint Paul, MN 55102

MUNICIPALITY

By: _____

Its: _____

Dated: _____

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Meeting Date	August 14, 2024
Agenda Item	G6
Attachment	Letter of Support
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Letter of Support for MetCouncil’s Charging & Fueling Infrastructure Discretionary Grant Program Application
Description	<p>On May 30, the Federal Highway Administration released the second round of the Charging and Fueling Infrastructure Discretionary Grant Program with an application deadline of August 28. The program provides funding to strategically deploy publicly accessible electric vehicle charging and alternative fueling infrastructure. The Metropolitan Council, working with the Great Plains Institute, will be applying to the grant program to serve as a pass-through for other eligible applicants, including local governments, in the region. If funded, the Council would establish a competitive solicitation process, similar to or as part of the Regional Solicitation.</p> <p>The Council will focus its application on deploying publicly accessible Level 2 electric vehicle charging infrastructure within communities, with particular attention on areas that serve renters, rural areas, low- and moderate-income neighborhoods, and environmental justice communities. In particular, the Council would add charging in the following areas:</p> <ul style="list-style-type: none"> • Neighborhood and multi-family charging – can be in public or shared private locations within walking distance of current or prospective EV drivers • Multi-modal hubs and shared-use fleets and services (e.g., rental vehicle, taxi, carshare, ride-share, ride-hail, bicycle, micromobility, microtransit) • Multi-purpose workplace and destination charging <p>To assist in this endeavor and demonstrate the interest and need for a competitive solicitation process that would add more Level 2 charging across the region, the Council is requesting letters of support.</p> <p>This application goes hand in hand with the City of Falcon Height’s commitment to climate resilience and energy action. Additionally, the City of Falcon Heights has been a part of the Charging Smart Program and earned Bronze status in this program. Offering our support for this initiative by the MetCouncil and GPI matches our commitment to this ongoing work.</p>

Budget Impact	None
Attachment(s)	<ul style="list-style-type: none"> • Drafted Letter of Support for MetCouncil's CFI Discretionary Grant Program Application
Action(s) Requested	Staff recommends a motion to approve the drafted letter of support for MetCouncil's CFI Discretionary Grant Program application.

August 14, 2024

U.S. Department of Transportation
FHWA, Office of Planning, Environment and Realty (HEP)
1200 New Jersey Avenue, SE
Washington, DC 20590

Secretary Pete Buttigieg:

The City of Falcon Heights, Minnesota is pleased to express its strong support for the Metropolitan Council's application to the Charging and Fueling Infrastructure Discretionary Grant Program. We believe that expanding access to Level 2 charging infrastructure is essential to accelerating the adoption of electric vehicles (EVs) in the Twin Cities region and achieving our shared climate goals. The Council is well-suited to run a competitive solicitation process to fund charging stations, modeled after the highly successful and data-driven [Regional Solicitation](#).

The City of Falcon Heights' chief goal is to create and maintain a high quality of life in a community that is an aging, inner ring, fully developed suburb adjacent to St. Paul and within two miles of Minneapolis. By funding good public services and investing prudently in rebuilding and maintaining infrastructure in a sustainable and resilient way, the City seeks not only to keep those qualities valued by today's residents but to be attractive for future reinvestment, redevelopment and renewal, which puts a premium on sustainability and resiliency, by residents, businesses and public institutions.

Our community has identified a critical need for increased EV charging accessibility to support the growing number of EV owners and to encourage the transition to cleaner transportation. We believe that strategically placed Level 2 chargers can significantly contribute to reducing greenhouse gas emissions and improving air quality.

Potential locations for Level 2 chargers in our community include:

- **Neighborhoods and multi-family charging:** Our two main parks, Community Park and Curtiss Field, would be two potential locations for Level 2 charges. They provide walking paths, ball fields and playgrounds for residents. Community Park is located in a large residential area in the northwest corner of the City, and Curtiss Field is located in a central location to several affordable housing apartment buildings at the largest intersection in the City.
- **Multi-purpose workplace and destination charging:** Warners' Stellian shopping center and Falcon Crossing, our two commercial hubs within the City, provide workplaces for residents as well as destination shopping areas that residents utilize often. These would also be seen as potential Level 2 charging locations.

We are eager to partner with the Council to identify and implement EV charging solutions that meet our community's needs. This grant program represents a significant opportunity to advance our region's electrification goals and improve air quality.

Thank you for considering our letter of support. We look forward to working with the Council to create a more sustainable future for our community.

Sincerely,

Randall C. Gustafson, Mayor
City of Falcon Heights
(651) 792-7600

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Meeting Date	August 14, 2024
Agenda Item	Consent G7
Attachment	Final Pay Estimate
Submitted By	Jennifer Lowry, Interim-City Engineer

Item	Request approval of Final Pay Estimate for the Larpenteur Avenue Lighting Project, FH 23-03.
Description	<p>The Final Pay Estimate in the amount of \$17,443.42 is attached for work performed for the Larpenteur Avenue Lighting Project. Work is complete and this is the final pay estimate.</p> <p>With this pay estimate, the total amount paid on this project is \$348,868.40. The total is within the previously amended project budget. The project engineer has reviewed the invoice to confirm these components meet project submittals and requirements and submit the invoice for Council approval.</p>
Budget Impact	<p>This project is financed by the following funds:</p> <ul style="list-style-type: none"> • Infrastructure (419) - \$270,000 as approved in the CIP • Infrastructure (419) - \$16,000 as approved by Council on 6/12/2024 • TIFF #1-3 Improvement - \$80,000 as approved in the CIP <p>The revised project budget of \$366,000 includes the project engineer and consultant engineering costs, estimated to be \$17,000.</p>
Attachment(s)	Final Pay Estimate
Action(s) Requested	Staff recommends adoption of the following motion: Motion to approve Final Pay Estimate for the Larpenteur Avenue Lighting Project.

REQUEST FOR PAYMENT - SUMMARY

FROM:

FOREST LAKE CONTRACTING, INC.
 14777 LAKE DRIVE
 FOREST LAKE, MN 55025
 PHONE (651) 464-4500; FAX (651) 464-4722

BILL TO:

JENNIFER LOWRY, CITY ENGINEER
 CITY OF ROSEVILLE
jennifer.lowry@cityofroseville.com

PAY APPLICATION #:	3
PAY APPL. DATE:	July 19, 2024
WORK COMPLETE THRU:	July 12, 2024
PROJECT #	FH23-03

CONTRACT FOR: LARPENTUER AVENUE LIGHTING PROJECT

ORIGINAL CONTRACT AMOUNT \$ 340,800.00
NET CHANGE ORDERS \$ 8,068.40

REVISED CONTRACT AMOUNT

\$ 348,868.40

CONTRACT COMPLETE TO DATE

\$ 348,868.40

LESS: RETAINAGE

0.00 % \$ -

TOTAL COMPLETE LESS RETAINAGE

\$ 348,868.40

LESS: PREVIOUS PAYMENTS

\$ 331,424.98

CURRENT AMOUNT DUE

\$ 17,443.42


REMAINING CONTRACT TO BILL

\$ -

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's Knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

CONTRACTOR: FOREST LAKE CONTRACTING, INC.

by:  date: 07-19-2024

AMOUNT CERTIFIED \$ 17,443.42

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

FLC Project # 23-16

OWNER/ENGINEER:
 CITY OF FALCON HEIGHTS
 2077 W. LARPENTUER AVENUE
 FALCON HEIGHTS, MN 55113

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by owner	\$ 8,068.40	\$ -
Changes to contract quantities	\$ -	\$ -
Total approved this month	\$ 8,068.40	\$ -
Net Changes by Change Order	\$ 8,068.40	\$ 8,068.40

REQUEST FOR PAYMENT DETAIL

APPLICATION NUMBER: 3
 APPLICATION DATE: 07/19/24
 PERIOD FROM: May 17, 2024
 TO: July 12, 2024
 PROJ. NO: FH23-03

A	B	C	D	E	F		G		H	I	J	K
					PREVIOUS APPLICATION	WORK COMPLETED This Application	WORK IN PLACE	STORED MATERIALS (NOT IN F,G)				
ITEM NO.	DESCRIPTION OF WORK	CONTRT UNITS	UNIT PRICE	SCHEDULED VALUE								
1	LIGHTING PROJECT	1.00	\$ 340,800.00	\$ 340,800.00	\$ -	\$ 340,800.00	\$ -	\$ 340,800.00	\$ -	\$ 340,800.00	100.00%	\$ -
2		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
3		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
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13		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
14		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
15	EXTRA WORK	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
16	EXTRA REMOVAL AREA	360.00	\$ 20.19	\$ 7,268.40	\$ -	\$ 7,268.40	\$ -	\$ 7,268.40	\$ -	\$ 7,268.40	100.00%	\$ -
17	TWO 25' POLE MOUNT FIXTURES	2.00	\$ 400.00	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ 800.00	100.00%	\$ -
18		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
19		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
20		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
21		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
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26		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
27		-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
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				\$ 348,868.40	\$ -	\$ 348,868.40	\$ -	\$ 348,868.40	\$ -	\$ 348,868.40	100.00%	\$ -

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Meeting Date	August 14, 2024
Agenda Item	H-1
Attachment	See below.
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Tennis Recycling Contract Renewal
Description	<p>As of January 15, 2016, the City and the Contractor executed a three-year City-Wide residential recycling collection contract. Tennis Sanitation, LLC and the City agreed to three (3) two (2) year extensions of the existing service ending December 31, 2024. Tennis Sanitation, LLC would like to provide service to the City for a two (2) year extension with the option for an additional two (2) year extension.</p> <p>If the City of Falcon Heights and Tennis Sanitation, LLC agree to extend contracted services, it will begin immediately upon the expiration of the current contract time period which ends on December 31, 2024. The current contract price is \$4.75 per unit per month.</p> <p>The parties desire to amend the contract to include pricing for 2025 and 2026 with 2027 & 2028 to be negotiated in 2026. The cost of the Contract shall be \$5.25 per unit per month from January 1st, 2025 to December 31st, 2025 and \$5.75 per unit per month from January 1st, 2026 to December 31st, 2026.</p> <p>This summer, William Farley, Administrative and Inclusion Intern, researched and created a report on 11 metro-area suburban city recycling contract costs. His researched showed that we will have the next-to-lowest price for weekly service of any of those cities for recycling, and that will continue even with the proposed increase in 2026. Arden Hills is the only city with a lower cost at \$5 for weekly service with Republic Services, however it is expected this price could increase to as much as \$8 per unit next year.</p>
Budget Impact	We would need to adjust the fee schedule to reflect the billing change.
Attachment(s)	<ul style="list-style-type: none"> • Original Contract • 2024 Recycling Contract Analysis Report • 2025-2026 Contract Extension Agreement between the City of Falcon Heights and Tennis Sanitation LLC

Action(s) Requested	Staff would recommend the contract extension, authorize the City Administrator to execute all necessary documents and add the changes to the City Fee Schedule.
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**SINGLE STREAM RECYCLING
COLLECTION AGREEMENT**

AGREEMENT dated Dec. 28, 2015, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“City”), and Tennis Sanitation, LLC, a Minnesota Limited Liability Company (the “Contractor”).

RECITALS

- A. The Contractor desires to provide single stream recycling collection to the residents of the City of Falcon Heights.
- B. The City desires to provide these services for the health, safety, and welfare of its residents.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS,
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 verbatim and in full herein:
 - A. This Agreement
 - B. Request for Proposals (RFP) for Recycling Services **August 3, 2015**
 - C. **TENNIS SANITATION, LLC** Proposal for the **City of Falcon Heights, MN** for Recycling Collection Services including Appendix A-K, inclusive.

In the event of a 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 “C” having the last priority.

- 2. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.
- 3. **DEFINITIONS.**
 - A. City Facility Means City Hall.

B. Missed Collection: Means the failure of the Contractor to provide recycling collection service to a RDU, MUD, the City Facility, or designated Community Event during collection hours on the scheduled collection day.

C. Multi-Unit Dwelling (MUD): Means a building containing more than four (4) dwelling units.

D. Recycling Materials or Recyclables: Means all items of refuse designated by the Ramsey County Environmental Services to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse and include the following:

Textiles:

- Clothes
- Shoes and Boots

Paper and Corrugate:

- Egg cartons, Milk cartons
- Corrugated Cardboard – (No collapsing of cardboards will be required)
- News and Office Papers
- Magazines, Junk Mail, and Paper Food Boxes
- Coated Magazines and Catalogs
- Phone Books, Paper Backs, TV Guides, Comic Books, Readers Digest Covers, Flyers and Brown Paper
- The 4 C's: Cereal, Cake Mix, Chip and Cracker Boxes
- Pop, Beer, and Tissue Boxes

Plastic #1 through #7:

Glass:

- All Food, Beverage, and Jam Glass Bottles (Clear, Brown, and Green)

Metals:

- Scrap Metal in Household quantities (Silverware, Hangers, Pots, Pans, Etc.)
- All Food and Beverage cans and other cans that are Steel (Tin, Aluminum, Bi-metal)

Other:

- Other materials agreed upon by the City and Contractor

E. Residential Dwelling Unit (RDU): A building containing up to four (4) dwelling units.

F. Single Stream Recycling Collection Service: Residents will be instructed to commingle all recyclable materials in one container that will be picked up weekly by Contractor. Contractor will pick up all recyclable material placed in and next to recycling containers.

4. **CONTRACTOR'S COLLECTION REQUIREMENTS.**

A. Recycling Collection Program. The Contractor shall collect recyclable materials from all residential dwelling units, multi-unit dwellings, and the City Facility weekly, using a single stream collection service.

B. Multi-Unit Dwelling (MUD) Collection Requirements. In addition to the other requirements set forth herein applicable to all recycling, the following additional collection requirements are for MUD Recycling Services only and do not pertain to residential dwelling unit Collection services.

1. MUD Recycling Stations. MUD Recycling Stations will be specified with agreement of the MUD building owner and the Contractor on a case-by-case basis. MUD Recycling Stations will likely be a cluster of recycling carts and/or recycling dumpsters. The number and location of MUD Recycling Stations shall be adequate and to be reasonably convenient and accessible to all MUD residents. MUD Recycling Stations shall be located on the MUD premises which permits access to the MUD Recycling Containers for Collection purposes, but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.

2. MUD Services Standards. MUD recyclables Collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once per week. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.

3. MUD Recycling Container Requirements. The recycling shall be:

- a. Sufficient in number and size to meet the demands for recycling services created by the occupants.
- b. Equipped with hinged lids.
- c. Equipped with standardized labels identifying the type of recyclable material to be deposited in each container including graphical examples.
- d. Colored differently from other containers used for garbage Collection.
- e. Maintained in proper operating condition and reasonably clean and sanitary.
- f. Repaired or replaced on a reasonable schedule if stolen or broken.

C. Recycling and Trash Collection at City Hall. The Contractor will provide dumpster service for trash and recycling at City Hall located at 2077 W. Larpenteur, Falcon Heights, MN 55113.

D. Collection Hours and Days. Collections must begin no sooner than 7 a.m. and shall be complete by 7 p.m. on scheduled collection days. The Contractor may request City authorization of exceptions to these time restrictions. The Contractor must request

such exception from the City's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

E. Holidays. Collection of recycling materials is prohibited on holidays. Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the City.

F. Weighing of Loads and Reporting Requirements. The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle. A detailed monthly report shall be provided to the City that identifies total tonnage activity by commodity. This report should include all curbside and municipal recycling activity.

G. Recycle Cart Purchase and Delivery. The Contractor agrees to, at its expense to deliver, service, repair, and maintain sufficient cart inventory to meet supply and demand needs for the City of Falcon Heights recycling.

1. The Contractor shall initially deliver one 65-gallon wheeled cart to each residential dwelling and have a sufficient inventory of 30-gallon and 90-gallon carts available for delivery and switch-out with the 65-gallon carts per resident/customer request. The standard 65-gallon cart shall be approximately 26" X 26" X 41" in dimension, and be smooth for ease in cleaning. The cart shall be uniform and consistent in color and approved instruction label imbedded into each lid, so as to be easily identified by the resident/customer and the Contractor driver as the container for recyclable materials.

2. The Contractor shall provide for use for multiple family dwellings (MUD) and the City Facility, suitable carts, bins, dumpsters or other receptacle for temporary storage and aggregation of designated recyclables. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

H. Recycling Cart Maintenance/Replacement. The driver is required to report to the Contractor the location of any cart that is damaged. The Contractor is required to notify the Recycling Coordinator by fax/email of any driver report of cart damage. The Recycling Coordinator will notify the Contractor by fax/email of any cart damage or request for change of cart size that is reported/requested by customers/residents. Any damaged cart or cart request will be repaired or replaced by the Contractor within two (2) weeks of the report.

I. Point of Collection. Most residential recycling collection will occur at the same location from where the regular refuse is collected, generally the alleys where they exist

and street curbside in other areas. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. The driver is required to place the emptied cart back/down in the same location as set by resident.

J. Ownership of Recyclable Materials. All recyclable materials for collection shall remain the responsibility and in the ownership of the occupant of the resident or municipal location until handled for collection by the Contractor. At the point of collection the recyclable materials become the property of the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the resident or municipality will be in violation of local ordinance and subject to penalty. The Contractor shall report to the Recycling Coordinator any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection container.

K. Route Management and Customer Service. The Contractor shall, at all times, provide the City's Recycling Coordinator with a lead route/driver supervisor who is accessible to the Contractor dispatch department via two way communications and to the Recycling Coordinator to handle route and collection issues in a timely fashion. The Contractor shall have on duty Monday through Friday from 8:00a.m. to 4:30p.m. A dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

L. Procedure for Unacceptable Materials, Materials Outside Cart and Unreachable Carts. If the Contractor determines that a resident has set out unacceptable recyclable materials, left recyclable materials outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, the Contractor shall use the following procedures:

1. The Contractor shall collect all the recyclable materials and leave an "education tag" provided by the Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
2. The driver shall record the address and report the addresses to the Contractor dispatcher, who will notify the City's Recycling Coordinator of the addresses no later than noon the following day.

M. Procedure for Complaints-Questions-Missed Collections. A complaint of service or missed collection is a complaint received by the Contractor from either the customer or the Administration Office. If the report is for a missed stop and is received by the Contractor before 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address and complete the collection. If the report is registered after 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address by 12:00 noon the following working day.

N. Clean up Responsibilities. The Contractor shall adequately clean up any recyclable material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any items which are not recyclable materials.

O. Non-Completion of Collection and Extension of Collection Hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

P. Vehicle Requirements:

1. The Contractor must obtain all pertinent licenses from the Federal, State and County and City governments. An annual report/update on licensing shall be submitted. The Contractor shall provide proof of current licensing and current MnDOT vehicle inspection reports upon request by the City, and on an annual basis.

2. All vehicles must be maintained in proper working condition and available for inspection by the City or County. The Contractor shall supply the City with copies of annual inspections on all vehicles per MnDOT requirements.

3. Vehicles should be equipped with a two-way radio or phone, warning flashers and signs, backup alarms, a first aid kit and a broom and shovel for spills, and the contractor's name and phone number prominently displayed on both sides of the vehicle.

4. Recycling vehicles must be designated for recyclables collection only. All such vehicles must be clearly signed on both sides as recycling collection vehicles.

5. Vehicles must be kept in good operating condition, comply with all State inspection requirements, and be kept neat in appearance. Generally this shall mean washed and painted regularly.

6. In the event that a vehicle other than the type specified in the proposal is to be used, the contractor is required to notify the City as soon as possible prior to collection.

Q. Collection Vehicle Equipment Requirements. Each collection vehicle shall be equipped with the following:

1. A two way communication system.
2. A first aid kit.
3. An approved 2A10BC dry chemical fire extinguisher.
4. Warning flashers.
5. Overhead strobe light.
6. "Reverse" audio warning alarm to indicate movement in reverse.

7. Signs on the rear of the vehicle which state "This Vehicle Makes Frequent Stops."
8. A rear mounted video camera and cab monitor/screen to view operations occurring at the rear of the vehicle.
9. Hazard flares and cones.
10. A broom and a shovel for cleaning up spills.
11. "Absorb" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle.

All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles shall be uniformly painted and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's phone number, the Recycling symbol, and the vehicle ID number.

R. Driver Duties and Responsibilities. The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this contract, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Be clean and presentable in appearance, as so far as possible.
3. Wear a uniform and employee identification badge or name tag.
4. Drive in a safe and considerate manner.
5. Manage carts in a careful manner, setting them back in place so as to avoid spillage and littering or damage to container.
6. Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations.
7. Record all addresses that could not be collected and reasons, turn list into dispatch at end of each collection day and copies sent to Recycling Coordinator.
8. Collect and transport recyclable materials according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.
9. Report all damage to property.

5. CONTRACT LENGTH. This contract shall commence January 1, 2016 and shall be for three (3) years ending December 31, 2018. By mutual written agreement of the Parties this Agreement may be extended for a period not to exceed two (2), two (2) year extensions to be negotiated at the end of the second year, subject to such amendments as the parties may agree upon.

6. RATE. The City will pay the Contractor and the Contractor will accept as payment for all services and goods rendered under the Contract Documents \$3.00 per residential dwelling unit and multi-unit dwelling unit per month. There shall be no charge for the City Facility collection. The rate is not subject to annual adjustments.

7. PAYMENT. The City will pay the contractor within thirty (30) of receipts of a properly itemized invoice.

8. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For any unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

9. PENALTY CLAUSE. The City shall impose a \$100.00 per day penalty for violations in the terms of the agreement. The City shall inform the Contractor of the violation and allow the Contractor one working day to correct the violation. If the violation is not resolved to the satisfaction of the City, the penalty shall be subtracted from the City's monthly payment.

10. DEFAULT. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Agreement:

A. If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within ten (10) days from its receipt of written notice of breach without, however, limiting any other rights available to parties pursuant to any other provisions of this Agreement.

B. Except as expressly limited hereby, City and Contractor shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within ten (10) days.

11. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability as follows:

- A.** Upon ten (10) days written notice in the event of a default (as defined above);
- B.** Upon ninety (90) days written notice by Contractor, if Contractor is unable to obtain or maintain any license, permit or other governmental approval necessary to the operation of the Contractor's business;
- C.** Upon ninety (90) days written notice by City if it determines that Contractor has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to governmental approvals granted thereunder, after a public hearing before the City's Council.

12. TAXES. Contractor shall pay any taxes, of any nature, due, owing or levied in association with its services pursuant to this Agreement.

13. INSURANCE. Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The Contractor shall maintain insurance in the amounts shown below during the entire term of the project. The City shall be named as an additional insured on the comprehensive general liability policy and certificates of said insurance shall be provided to the City before any work on this project may commence. The Contractor shall not allow any subcontractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. All policies shall provide that the coverage may not be terminated or changed by the insurer except upon 30 days written notice to the City Administrator.

None of the insurance policies shall contain any provisions for exclusions from liability other than those provisions for exclusion from liability which form part of the standard basic unamended and unendorsed form of a policy, except that no exclusion shall be permitted if it conflicts with a coverage expressly required in this Agreement, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease, or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Agreement.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each

occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

14. PERFORMANCE AND PAYMENT BOND. Within fifteen (15) calendar days after the execution of this agreement and before any work or services are rendered, the Contractor shall furnish the City a performance bond and a payment bond, pursuant to Minnesota Statutes §574.26, each in the amount of \$40,000.

15. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be liable in the performance of this Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of City. Contractor shall defend the City against all claims arising out of the performance of this Agreement.

16. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to: City of Falcon Heights
 2077 W. Larpenteur Avenue
 Falcon Heights, MN 55113
 (651) 792-7600

If to Contractor, to: Tennis Sanitation, LLC
 720 4th Street
 St. Louis Park, MN 55071

17. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. MISCELLANEOUS.

A. If the City is a prevailing party in any litigation arising hereunder the City shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

B. The Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

C. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Venue of any action shall be in the Ramsey County.

D. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.

E. Nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights

or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

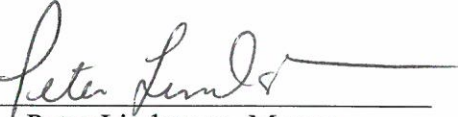
F. Neither party shall assign the executed contract, or any interest arising therein, without the written consent of the other party.

G. No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City. This includes but is not limited to the cost to transfer materials collected to a disposal site.


H. Data Practices. Contractor their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, use, maintains or disseminates data because it performs functions of the City pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it was a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the City if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.


SIGNED BY THE PARTIES ON THE EXECUTION DATE SPECIFIED ON PAGE 1.

CITY:
CITY OF FALCON HEIGHTS

BY: 
Peter Lindstrom, Mayor

CONTRACTOR:
TENNIS SANITATION, LLC

BY: 
Its: GM

AND 
Sack Thongvanh, City Administrator

From: William Farley, Administration & Inclusion Intern

To: Jack Linehan, City Administrator; and Hannah B. Lynch, Community Development Coordinator/Planner

Date: July 3, 2024

Re: Comparative analysis of the cost of recycling to Falcon Heights and other cities

Introduction

This report seeks to provide necessary background information for the city's upcoming renegotiation of its recycling contract with Tennis. This report collects publicly available information about the fees charged to residents for recycling services drawn from city websites and fee schedules. While most cities charged the same for recycling regardless of the bin size, when charges varied by bin size, I display the price for the size that best fits Falcon Heights' standard 65-gallon bin provided by Tennis. Unfortunately, I was unable to identify any rate increases for 2025 in other cities, however comparison between current Falcon Heights rates and other cities' current rates does yield valuable information.

City	Service Provider	Level of service	2024 rate (60 gallon)
Falcon Heights	Tennis Sanitation	Weekly	4.75
Lauderdale	Eureka	Weekly	7.61
Roseville	Eureka	bi-weekly	4.83
Arden Hills	Republic Services	Weekly	5
Blaine	Walters Recycling and Refuse	bi-weekly	4
Little Canada	Multi-hauler	bi-weekly	7.28
Maplewood	Tennis Sanitation	Weekly	5.97
New Brighton	Republic Services	bi-weekly	4.49
North Saint Paul	Tennis Sanitation	Weekly	7.5
Vadnais Heights	Republic Services/Waste Management	Weekly	6.5
White Bear Lake	Republic Services	Weekly	21.85 (includes trash)
Saint Anthony	Aspen Waste Systems	bi-weekly	29.55 (includes trash)

Findings

Of the 11 other cities for which recycling information could be found only 3 had monthly recycling rates lower than Falcon Heights' current rate. All of those, Blaine, Roseville, and New Brighton, only receive bi-weekly collection service. Additionally with Falcon Heights' anticipated 2025 rate being \$5.25 and \$5.75 in 2026, only Arden Hills, Roseville and Blaine have lower current rate than our projected 2025 or even 2026 rate. Additionally, Lauderdale's report from Foth indicates that Arden Hills will likely experience a rate increase that would bring it into the \$8 range. Furthermore the 5th lowest rate was

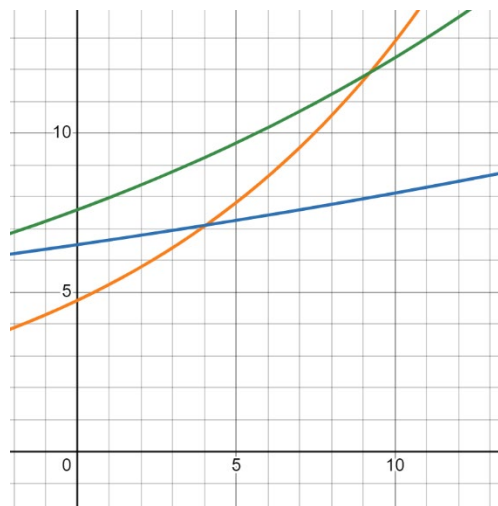
charged by Tennis to the city of Maplewood (\$5.97). Furthermore, Tennis currently provides services to North Saint Paul for \$7.50. With this information in mind, it would appear that the proposed rates from Tennis remain below market rate for other municipalities in the region and even for other Tennis customers for the 2025 and 2026 contract years.

I was able only to find 2023 rates for the cities of Vadnais Heights and Saint Paul. Additional Vadnais Heights included prior rate information going back to 2019. Vadnais Heights showed an average rate increase of \$0.13 (an average of 2.25%) per. The same Foth report indicated that North Saint Paul has a 3% set annual increase and Lauderdale has a 5% annual increase or CPI (whichever is greater, capped at 8%). While this is a limited sample size it does indicate that if Tennis continues to increase rates by \$0.50 per year (a 10.5% increase from 2024 to 2025) it would be increasing at a rate far beyond the normal market rate.

Conclusion

Given that Arden Hills is the only city with a lower price than Falcon Heights that receives the same level of service, and that it is expected to increase dramatically I recommend that the city continue with Tennis.

However, if Tennis continues at an approximately 10.5% yearly price increase it would benefit the city to reexamine which hauler it contracts with. The below graph shows a timeline for the price increases of Eureka (green), Republic Services (blue), and Tennis (orange) based on current lowest price and current lowest increase rate. The Y axis represents price and the X axis represents the number of years beginning in 2024. This analysis shows that Tennis's prices starting at \$4.75 in 2024 and increasing 10.5% yearly, based on the current price and rate of increase for Falcon Heights. It shows Republic services starting at \$6.5 and increasing at a rate of 2.25% per year, based on the price and rate for Vadnais Heights. It shows Eureka starting at a price of \$7.61 and annual increase of 5%, based on the contract with Lauderdale. This Analysis shows that, provided that the rates of increase do not change, Tennis's price will exceed Republic Services' price in 2028.



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SANITATION L.L.C. - ROLL OFF L.L.C.

651-459-1887



ST. PAUL PARK, MN

GREG & WILLIE TENNIS



June 4th, 2024

City of Falcon Heights
2077 Larpenteur Ave W
Falcon Heights, MN 55113

Contract Extension Agreement between City of Falcon Heights and Tennis Sanitation L.L.C.

Dear Falcon Heights,

Tennis Sanitation L.L.C. is requesting that the term of the Original Contract agreement be extended for the period of January 1st, 2025 through December 31st, 2026. With an option for an additional 2-year extension upon mutual agreement for the years of 2027 and 2028. If Falcon Heights and Tennis Sanitation agree to extend the Original Contract, it will begin immediately upon the expiration of the 1st extension period which ends on December 31st, 2024.

This extension binds and benefits both parties and any successors, this document, including the Original Contract, is the entire agreement between Falcon Heights and Tennis Sanitation L.L.C.

Rates increases

2025 \$5.25

2026 \$5.75

Tennis Sanitation, LLC

City of Falcon Heights

BY _____

By: _____

Date: _____

Date: _____

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