

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA - AMENDED
February 22, 2023 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE*

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON____ LEEHY__ MEYER ____

WASSENBERG ____ WEHYEE____

STAFF PRESENT: LINEHAN____
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
 - 1. February 1, 2023 City Council Workshop Meeting Minutes
 - 2. February 8, 2023 City Council Regular Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
 - 1. General Disbursements through: 2/15/23 \$314,899.99
Payroll through: 2/15/23 \$22,859.54
Wire Payments through: 2/15/23 \$15,577.74
 - 2. City License(s)
 - 3. Falcon Heights City Hall - Ramsey County Polling Place Agreement
 - 4. Accept the Resignation of Scott Phillips from the Planning Commission
 - 5. Accept the Resignation of Martin McCleery from the Environment Commission
 - 6. Accept the Resignation of Laure Campbell from the Community Engagement Commission
 - 7. Accept the Resignation of Matthew Chernugal as Public Works Maintenance Worker
 - 8. Order Proposed Ruggles Pathway Easement Vacation Public Hearing
 - 9. Pay Request: Center for Values-Based Initiatives Deliverable #2
 - 10. Appointment of Jake Anderson to the Planning Commission
 - 11. Appointment of Jared Mehlhaff to the Environment Commission
- H. POLICY ITEMS:
 - 1. Approval of Acquisition of Real Property from the University of Minnesota for Community Park - 2050 Roselawn Avenue
- 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:

*You can participate in the meeting by clicking the following Zoom link:

<https://us02web.zoom.us/j/84002221564>

Toll Free Number:

1-507-473-4847

Webinar ID: 840 0222 1564

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City of Falcon Heights, Minnesota
City Administrator's Determination Regarding Conducting Meetings by Telephone or
Other Electronic Means

As the **City Administrator** of the City of Falcon Heights (the "City") I find as follows:

- a. The snow emergency declared by Governor Tim Walz for Wednesday, February 22nd will make in-person attendance at our regularly scheduled City Council Meeting hazardous.
- b. Minnesota Statutes, section 13D.021 authorizes cities to meet by telephone or interactive technology if it is determined that meeting in person is not practical or prudent because of a health pandemic or an emergency declared under Minnesota Statutes, chapter 12.
- c. I have the consulted with the City's Mayor, Randy Gustafson, regarding the current situation.

Based on the above findings, I determine as follows:

1. Due to the current state of emergency, complying with the provisions of Minnesota Statutes, Chapter 13D, would threaten the health safety and welfare of City officials, City staff, and the public.
2. Due to the current state of emergency declared under Minnesota Statutes, Chapter 12, it is not practical or prudent for the City Council to conduct in-person meetings on February 22nd, 2023.
3. All meetings of City Commissions shall comply with the requirements of Minnesota Statute, section 13D.021.

Dated: Wednesday, February 22nd, 2023

Jack Linehan



City Administrator
City of Falcon Heights, Minnesota

Notice of State of Emergency Hybrid Electronic Meeting

NOTICE for Meeting pursuant to Minn. Stat. § 13D.021 City of Falcon Heights, MN

City Council Meeting Notice of Meeting by Telephone or Interactive Technology

NOTICE IS HEREBY GIVEN that the City Council of the City of Falcon Heights will hold a regular meeting on Wednesday, February 22nd, 2023 at 7:00 p.m. at City Hall - 2077 Larpenteur Avenue, Falcon Heights, Minnesota, 55113.

In accordance with the requirements of Minn. Stat. Section 13D.021, Jack Linehan, the City Administrator, has determined that an in person meeting is not practical or prudent because of a health pandemic or an emergency declared under Chapter 12 of the Minnesota Statutes.

Because of the Governor's emergency declaration, it has been determined that attendance at the regular meeting location by members of the public is not feasible for all attendees.

Therefore, some or all the City Council members may be participating by telephone or interactive technology.

Members of the public may monitor the meeting by attending in person or by interactive technology by clicking the following Zoom link:

<https://us02web.zoom.us/j/84002221564>

Toll Free Number:

1-507-473-4847

Webinar ID: 840 0222 1564

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

MINUTES
February 1, 2023
6:30 P.M.

A. CALL TO ORDER: 6:37 p.m.

B. ROLL CALL: GUSTAFSON__X__ LEEHY____
 MEYER_X__ WASSENBERG_X__ WEHYEE_X__

STAFF PRESENT: LINEHAN__X__ SORENSEN__X__

C. POLICY ITEMS:

1. State Fair Policies Task Force Discussion

Jack Linehan, the City Administrator, states the September public forum and online survey – October workshop discussed a task force with residents and having the state fair and the University of Minnesota on the task force. The Council decided to hold off on the task force until 2023. Linehan states that if the Council wants to change or create an Ordinance, there will have to be public hearings. Linehan asks what the procedure should be for the applications.

Council Member Wassenberg states that the Council wants applicants that want to do this and needs a diverse pool of applicants.

Council Member Wehyee states that the task force needs a spot reserved for the University of Minnesota.

Council Member Meyer asks whether the Council would want the Sheriff's Office in attendance.

Mayor Gustafson states we should offer a spot to the Sheriff's office and state fair police. Limit law enforcement to one spot on the task force.

Council Member Wassenberg says the task force should be around ten people.

Linehan states we can always have organizations come in as guest speakers.

Council Member Wehyee states to keep in mind the power dynamic of the panel. Talking about the voting powers of the panel and each group.

Linehan states that organizations don't have to have a vote on the task force, just a voice in the discussion.

Mayor Gustafson states that any recommendation or policy change must go to the Planning Commission and the Council.

Council Member Meyer asks if there would have to be an agreement or a memorandum of understanding.

Linehan states yes, there would be a memorandum of understanding and that a few administrative policies talk about the State Fair, such as all of the State Fair guidelines. All State Fair policies are not ordinances, so they do not have many teeth. The attorneys recommended adopting the administrative manual as an Ordinance.

Mayor Gustafson suggests making clearer on the parking Ordinance on paved surfaces.

Linehan states survey data revealed majority support for not being able to park cars in people's yards.

Council Member Wassenberg says parking tickets should be more than they are.

Mayor Gustafson states we should make certain expectations for the task force. The Council will implement the policies that the task force recommends then we will see how they work. The task force expires at the end of 2023.

Council Member Wehyee states the Council is busy around that time with other City businesses, such as the budget.

Linehan states that Council should formally create this task force and create a sunset clause to extend the task force for another six months to implement more changes if needed.

Council Member Wehyee states we need to set a goal that we are looking for so we know if we have met them or not.

Linehan states the task will have to meet twice a month and a time commitment if a council member is on there.

Council Member Meyer states that a few council members could be on the task force.

Mayor Gustafson states that the task force could discuss the different categories that residents have submitted to the City.

Council Member Wassenberg suggests the structure of the task force, such as having a chair and the task force's goals.

Mayor Gustafson asks would the task force elect a chair or should the Council appoint a chair. He thinks they should elect a chair.

Council Member Wassenberg, maybe we should elect a chair or ask if they want to be the chair, vice chair, and secretary on the application.

Linehan states these will be public meetings and that timing will be difficult. The Council will have to approve this task force, send out applications next Thursday, and hopefully have applicants on the 22nd.

Council Member Meyer states there should be an option for availability for people to put on the application.

Council Member Wassenberg says the time and day of the meetings should be on the application also that it is good for more people from the community to be in the task force than from organizations that will be a part of the organization.

Linehan states the benefit of having seven members is that a quorum is easier to achieve than five.

Council Member, Wassenberg's other option is that the State Fair, University of Minnesota, and the Ramsey County Sheriff's Office won't be members of the task force, just expert voices that the task force calls in to speak.

Linehan states that if the task force suggests a temporary policy, wait until 2024 for a permanent solution.

The Council decides that if a resident wants to be an officer on the task force, they will have the option of that on the interest form. Also, there will be no more than seven task force members. The task force will meet every week for six weeks and sunset on December 31, 2023, unless extended by the city council. The task force will address the question of life that Falcon Heights residents as impacted by the state of Minnesota fairgrounds events. Recommended topics include parking, safety, and commerce.

Linehan asks how we approve these members.

Mayor Gustafson says the Staff can start recruiting members for the task force in the newsletter for this next week.

Council Member Wassenberg states if Linehan gets more than seven, send it to the Council. Then the Council will rank the applicants for the task force.

Council Member Wehyee says it would be safer for the Council to review the applicants.

Linehan states that Staff will send out the form Thursday of next week by the Wednesday of the following week. Initial appointments will be the Feb 22nd.

Mayor Gustafson asks if the Council can put the applications out before establishing the task force because it would give us five more days to gather applications.

Linehan says that he thinks that the City can do that. Sending out the application is okay because we don't have an obligation if the task force isn't approved.

2. THC Licensing Discussion

Linehan states that the City of Falcon Heights currently has a moratorium for THC stores and sales. The moratorium is in place to allow the City time to review the potential effects of THC stores and to put regulations in place to mitigate any potential effects. The sale of THC only recently became allowed, and most cities do not have regulations. At the December meeting of the Planning Commission, a subcommittee was formed to review the new state regulations and draft an ordinance. The subcommittee met in January and prepared the attached draft relating to licensing businesses selling cannabinoid products. This draft is based on the subcommittee's recommendation to model the provisions on the City of Elk River's ordinance and the City of Falcon Heights' current requirements for licensing establishments selling tobacco. At their January meeting, the Planning Commission reviewed this draft and voted to move forward with a recommendation to the City Council.

Council Member Wassenberg suggests rewording the Ordinance in a few areas.

Linehan states that the City would not license CBD but would license THC because there is a societal impact with THC.

Council Member Wehyee asks for the denial of getting a license in state law reference number 2.

Linehan states what the City is licensing would be grounds to deny them getting a license.

Council Member Wehyee says it seems counterproductive to penalize people who sold marijuana before the laws changed. Could the City put an exception for marijuana in the Ordinance?

Linehan states that the City could take away that whole part of the Ordinance.

Mayor Gustafson states the City put a fine into this to penalize if they don't get a license.

Linehan states the City can deny if they have outstanding property tax to the City and is not sure they can deny if they have an outstanding balance with another agency.

Council Member Wassenberg states we should define employee.

Council Member Wehyee was wondering if the City does compliance checks.

Linehan says a group through Ramsey County does tobacco compliance checks. However, there isn't a plan for THC yet through Ramsey County.

Linehan states, generally, the City spells out who exactly will be doing it, but sometimes we just say City because it is an entity that the City hires to carries it out.

Council Member Wassenberg asks if we are obligating ourselves to compliance checks.

Linehan states that he believes there is a carryover from the tobacco Ordinance. Sometimes things may seem redundant, but the City has to spell them out because of due process. Staff can also expand the definition of cannabinoids.

Council Member Wassenberg asks if their license is revoked would they get a refund of some kind.

Linehan states that is a question for the attorneys, and there is an appeal process.

Mayor Gustafson says in the Ordinance for tobacco licensing if they get revoked, they don't get their money back.

Council Member Wehyee asks if they can reapply if revoked.

Mayor Gustafson says they would have to wait a year.

Council Member Meyer asks if we should change the distance to how close it can be to the school is 1,000 feet.

Linehan states they would need a business license and a cannabinoid license. Linehan asks the Council if they want staff to look at it and bring it back to a workshop or have the Planning Commission review it again.

Mayor Gustafson states that staff can clean it up, and the Council can review it.

D. ADJOURNMENT: 9:35 p.m.

Council Member Meyer
motions to adjourn the
meeting; approved 4-0.

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

Randall C. Gustafson, Mayor

Dated this 22nd day of February, 2023

Jack Linehan, City Administrator

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
February 8, 2023 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 p.m.
- B. ROLL CALL: GUSTAFSON__X__ LEEHY__X__ MEYER __X__
WASSENBERG __X__ WEHYEE__X__

STAFF PRESENT: LINEHAN__X__

- C. APPROVAL OF AGENDA

Council Members Wehyee and Leehy
motion to approve the agenda;
approved 5-0

- D. PRESENTATION
1. League of Women Voters – ADA Study Results

Bonnie Koch from the League of Women Voters states that the LWV did a two-year long ADA study. The study looked into the compliance level of the five cities according to the section of the Americans Disabilities Act that guarantees access to public buildings and sites. Specifically, the study examined compliance policies, administration, and physical accessibility of residents who are mobility challenged to government buildings, polling locations, and city recreational venues. The steps of the study included contacting the City Administrators and asking specific compliance questions, reviewing City developed documents and the City website, and in-person visits by committee members to all buildings and park facilities to document all ADA specific requirements. Koch thanked Mayor Gustafson because he was the City of Falcon Heights' contact person. During the study, the LMV also contacted the Ramsey County Elections Administrator and the Minnesota Disability Council website because there are some slight differences from the federal requirements. The LMV did an individual study analysis of each city. The study concluded that, fortunately, most of the cities in the area met almost all of the ADA requirements. Those they didn't meet, could easily improve non-compliance areas with some modifications and limited financial investment. The study found that most cities have non-compliance, predominantly in parking situations in parks, and, in a few instances, polling locations. Also, cities should improve their website access to ADA policies, and cities should include residents with disabilities in oversight planning and visionary groups to understand their needs better. In response to the ADA study, the LMV developed four positions. First, support ADA compliant opportunities for resident participation in city government, including early public participation in the decision-making process and open appointment for advisory committees. Second, support ADA compliant, safe, non-motorized pathways with costs assessed areawide. Third, support city government compliance with the ADA requirements in administrative policy and access to and use of City owned, leased buildings, voting precincts, and recreational locations. Fourth, support compliance by city governments with ADA requirements for identification of ADA coordinators and grievance procedures and ease of access on city websites.

Council Member Wehyee asks what the added value of adopting an official compliance policy is.

Koch says that part of it is size and that technically, the City of Falcon Heights is a smaller staff and does not have to have one, but beyond that, its message to the residents is it's an issue of importance to the City.

Council Member Wehyee asks if Koch can speak to what is in the City of Maplewood's grievance process.

Koch states that she did not work with the City of Maplewood during the study and is unsure of the answer to that question. However, she will consult with the person that works with the City of Maplewood and get an answer for Council Member Wehyee.

Council Member Wehyee asks if Koch has any ideas on increasing the representation of people with disabilities on the City Commissions.

Koch says that is something that needs to be discussed. Getting the word out into the community without a local paper is difficult. Koch thinks there must be a conversation on improving communications with Falcon Heights residents.

Council Member Wehyee asks what the support of the LMV looks like in practice.

Koch states that the LMV can do what the City needs. For example, the LMV can speak on a specific topic, provide written support or do whatever the City thinks would be helpful.

Council Member Meyer asks about the difference between an official compliance policy and a compliance plan.

Koch says that the LMV found that some of the city's planning is in their comprehensive plans and mentions ADA. Those are plans, but they are not specifically written down policies.

Council Member Wehyee states that the difference might be that a policy might be more enforceable, and a plan is more of a declaration of sorts.

Jack Linehan, the City Administrator, says from the Staff perspective for plans, the City has both the comprehensive plan and adopted the most recent ADA recommendations for engineering standards. Whenever the City is redoing roads or sidewalks, the City follows those recommendations. Linehan mentions that one of the things about the compliance policy is that it is required at certain organizations of a certain size that they have a compliance policy as part of that it does require additional funding and action by the City. When this was instituted, there was concern from small organizations, and knew these small organizations couldn't retrofit everything that was not in compliance and gave some leeway for the smaller cities.

Council Member Leehy states that there is always room for improvement and thinks it has been mentioned that the time to implement are during upgrades. That is the biggest key to planning when any upgrades are considered. Going from most recent to latter, is that recently there was a Council Member that was blind. Having that disability and to see all of the aspects that Staff and the Council did to make sure that the former Council Member had what she needed to accomplish her role. Until the time comes for the upgrade, then bringing those things to attention is beneficial.

Koch states that all the Cities in the study are aware and looking forward.

E. APPROVAL OF MINUTES:

1. January 25, 2023 City Council Regular Meeting Minutes

Council Member Meyer motions to approve the minutes; approved 5-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 2/2/23 \$119,902.44
Payroll through: 1/31/23 \$23,915.01
Wire Payments through: 1/31/23
Bond Principal & Interest Payments \$267,350.00
Payroll Taxes/Payments \$16,141.97
2. City License(s)
3. Establishment of Falcon Heights State Fair Policies and Procedures Review Task Force
4. Accept the Resignation of Administrative & Communications Coordinator Brennan Sorensen

Council Member Leehy motions to approve the consent agenda; approved 5-0

Mayor Gustafson and Council Member Wehyee thank Brennan Sorensen for his work at the City.

Mayor Gustafson states that the interest for the State Fair Task Force is online and wants as many people as possible from the community to sign up.

Council Member Leehy motions to amend the disbursement through 2/2/23 \$119,902.44; approved 5-0

H. POLICY ITEMS:

1. Falcon Heights Book Club – Appeal to Waive Rental Fee for Use of Conference Room at City Hall in 2023

Linehan states that The Falcon Heights Book Club was proposed by the City Council and formed in 1996. Laura Kuettel was a Council Member at the time and became an active participant and leader of the monthly book club. The Falcon Heights Book Club has previously asked for the rental fee waived so that they could meet each month for one hour in the Conference Room at City Hall without charge. City policy states that the City Council must hear any consideration for waiving rental fees. The Falcon Heights Book Club is asking the Council to waive the \$100 annual rental fee so that they may use the Conference Room in 2023 without charge.

Council Member Wassenberg asks whether the Book Club has paid a fee to the City.

Linehan states that Staff's understanding from looking at old emails this rearose last year. Last year, the Falcon Heights Book Club was looking to return and reached out to the Assistant to the City Administrator at that time, and it was forwarded to the City Administrator. It was denied and had to go to the Council for it to be waived.

Council Member Wassenberg asks if there are any marginal costs to waiving the fee. Linehan states no; Staff provides them with a key, and all rentals will pay a damage deposit.

Council Member Meyer asks whether the City has ever charged a different rate for the conference room.

Linehan states there is a different rental rate. Essentially if they didn't get the annual rate for being one of the organizations that the City lists, they would go over the \$100 probably in two to three meetings \$100 is a major discount over the fees the City charges.

Council Member Wassenberg asks if the Council were to grant this exemption for this group, are there other groups that would fall into the same category?

Linehan states that it could.

Council Member Meyer states rather than having the limit be twice a year for a free pass. What if the Council changed that to something like once a month for groups like this?

Mayor Gustafson states it would be particularly for the conference room.

Council Member Leehy states that she favors looking at this as a case by case instead of expanding it.

Council Member Meyer states that it is a service to the community to have these civic groups such as this a part of Falcon Heights and favors waiving this fee.

Mayor Gustafson states that the fee only applies for this year rather than next. After that, they would have to come to Council again next year.

Council Member Wehyee states he is now more inclined to change the policy.

Council Member Wassenberg states that the council should waive the fee for this year and then change the current policy at a later date.

Mary Ward, 1811 Moore St., states that she has been a resident of Falcon Heights for 40 years and has been a member of this book club for ten years. It is a great service to offer to the Falcon Heights community.

Council Member Leehy asks how did Mary hear about the Book Club. Also, is there a maximum number of participants?

Mary states the Roseville review had an ad for the Club, and now it is just word of mouth. In years past, the City website had the books that the Book Club was reading, but now that is not the case. Generally, it's about eight people.

Mayor Gustafson states the City will be able to help the Book club by promoting what they are reading on the website and newsletter.

Council Members Leehy and Wassenberg motion to the rental fee for the Falcon Heights Book Club; approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Council Member Wassenberg states he attended his first Parks and Recreation Commission meeting. The Commission discussed summer programming and how to increase familiarity with all Falcon Heights Parks.

Council Member Meyer is excited about the Environment Commission on Monday, where they will elect officers. A guest speaker is coming who is an expert on city planning.

Mayor Gustafson states that the Community Engagement Commission will be meeting next Wednesday. There is a new vacancy on the Commission, so if people are interested, please join.

Linehan states

Community Park Update

Progress is continuing toward the city's purchase and renovation of Community Park. The University Board of Regents will consider authorization of the sale at their February Board of Regents meeting. A public hearing is planned for the February 28th Planning Commission meeting to review the proposal to subdivide the existing 40-acre parcel to facilitate the sale of the 15.5-acre park parcel.

Spring Newsletter

Staff is working on the Spring 2023 newsletter mailed to all Falcon Heights residents. We anticipate it will be sent out in late February or early March. The edition includes summer recreation programming, city updates, and important seasonal reminders.

Parks Winter Programming

Reminder: NEW – Breathwork Classes – February 16th through March 23rd on Thursdays at 7:00 p.m.

AARP Foundation Tax Aide Preparation

Volunteers will be available at City Hall every Thursday from February 16th through April 13th, from 9 a.m. to 2 p.m., for free of charge tax assistance for taxpayers who are over 50 and have low to moderate income. We are getting many calls and still have openings, while some other area AARP classes have filled up. Appointments are by appointment only. Call or email Assistant to the City Administrator Kelly Nelson at kelly.nelson@falconheights.org or at 651-792-7617 to reserve your appointment.

State Fair Task Force

Interest forms are available for the State Fair Policies and Procedures Review Task Force. Maximum of seven voting members, comprised of residents. Five applications have been received so far. Applications are open through February 15th, depending on if enough applicants are selected. Appointments anticipated February 22nd, with the committee meeting every Tuesday at 6:30 March through April.

Contracted Law Enforcement Satisfaction Services

As part of our consultant's study on law enforcement contract options, a survey was sent to 100 random addresses in Falcon Heights to collect additional data. We are collecting responses through February 20th.

J. COMMUNITY FORUM:

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

K. ADJOURNMENT: 8:15 p.m.

Council Member Wehyee
motions to adjourn the
meeting; approved 5-0

Dated this 22nd day of February, 2023

Randall C. Gustafson, Mayor

Jack Linehan, City Administrator

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PACKET: 02708 FEB 8 2ND PAYABLE RUN
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

---ID---	DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05058	JOSH	JORDAN					
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			TAE KWON DO INSTRUCT 1/3-2/9		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	776.80
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01-06030	OLSON,ROLAND						
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I-202302088417	2/08/2023	APBNK	FLEX REIMB DUE: 2/08/2023 DISC: 2/08/2023	50.74	1099: N		
			FLEX REIMB		101 21712-000	MEDICAL FLEX SAVINGS PAY	42.11
			FLEX REIMB		601 21712-000	MEDICAL FLEX SAVINGS PAY	7.61
			FLEX REIMB		602 21712-000	MEDICAL FLEX SAVINGS PAY	1.02
=== VENDOR TOTALS ===				50.74			
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01-06053	OREILLY AUTO PARTS						
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I-202302088416	2/08/2023	APBNK	FILTER, TRANS FLUID, VACTUBIN DUE: 2/08/2023 DISC: 2/08/2023	95.78	1099: N		
			FILTER, TRANS FLUID, VACTUBING		101 4132-70120-000	SUPPLIES	95.78
=== VENDOR TOTALS ===				95.78			
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01-07218	SAFE ASSURE CONSULTANTS						
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I-3291	2/08/2023	APBNK	OSHA TNG CONSULTS DUE: 2/08/2023 DISC: 2/08/2023	1,605.99	1099: N		
			OSHA TNG CONSULTS		101 4131-86100-000	CONFERENCES/EDUCATION/AS	800.99
			OSHA TNG CONSULTS		601 4601-86100-000	TRAINING AND OSHA TNG	805.00
=== VENDOR TOTALS ===				1,605.99			
=== PACKET TOTALS ===				2,529.31			

PACKET: 02710 FEB 10 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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			DUE:	2/10/2023 DISC: 2/10/2023		1099: Y		
				GENERAL LEGAL JAN		101 4114-80200-000	LEGAL FEES	1,253.10
				STREETS LEGAL 2021 PROJECT		426 4426-81900-000	PROFESSIONAL/ATTORNEY SV	1,470.60
			===	VENDOR TOTALS ===	2,723.70			
=====								
01-03110	CENTURY LINK							
I-202302108421	2/10/2023	APBNK	FEB	LANDLINES SS	80.61			
			DUE:	2/10/2023 DISC: 2/10/2023		1099: N		
				FEB LANDLINES SS		601 4601-85011-000	TELEPHONE - LANDLINE	80.61
			===	VENDOR TOTALS ===	80.61			
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01-01012	COREMARK METALS							
I-5358263	2/10/2023	APBNK	STEEL	FOR JD REPAIR	192.21			
			DUE:	2/10/2023 DISC: 2/10/2023		1099: N		
				STEEL FOR JD REPAIR		101 4132-87000-000	REPAIR EQUIPMENT	192.21
I-3265	2/10/2023	APBNK	STEEL	FOR JD REPAIR	104.95			
			DUE:	2/10/2023 DISC: 2/10/2023		1099: N		
				STEEL FOR JD SNOW BOX		101 4132-87000-000	REPAIR EQUIPMENT	104.95
I-5359597	2/10/2023	APBNK	STEEL	FOR JD REPAIR	117.96			
			DUE:	2/10/2023 DISC: 2/10/2023		1099: N		
				STEEL FOR JD REPAIR		101 4132-87000-000	REPAIR EQUIPMENT	117.96
			===	VENDOR TOTALS ===	415.12			
=====								
01-05115	GOPHER STATE ONE CALL							
I-3010389	2/10/2023	APBNK	Jan	Locates	24.30			
			DUE:	2/10/2023 DISC: 2/10/2023		1099: N		
				Jan Locates		601 4601-88030-000	LOCATES	24.30
			===	VENDOR TOTALS ===	24.30			
=====								
01-05235	JAN-PRO CLEANING SYSTEMS							
I-115707	2/10/2023	APBNK	Feb	Janitorial Service	450.00			
			DUE:	2/10/2023 DISC: 2/10/2023		1099: N		
				Feb Janitorial Service		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
			===	VENDOR TOTALS ===	450.00			

PACKET: 02710 FEB 10 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-05886 KELLY & LEMMONS							

I-60030		January Prosecutions	2,000.00				
2/10/2023	APBNK	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		January Prosecutions		101 4123-80200-000	LEGAL FEES	2,000.00	
=== VENDOR TOTALS ===			2,000.00				
=====							
01-05440 LOFFLER COMPANIES, INC							

I-4262794		COPIER CHRS GAN	135.10				
2/10/2023	APBNK	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		COPIER CHRS GAN		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	135.10	
=== VENDOR TOTALS ===			135.10				
=====							
01-06290 METRO-INET							

I-1063		Feb IT Support	3,528.00				
2/10/2023	APBNK	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		Feb IT Support		101 4116-85070-000	TECHNICAL SUPPORT	3,528.00	
=== VENDOR TOTALS ===			3,528.00				
=====							
01-04875 MOBILE MINI, INC.							

I-9016782724		WARMING HOUSE RENTAL	685.00				
2/10/2023	APBNK	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		WARMING HOUSE RENTAL		101 4141-87120-000	FACILITIES & GROUND MAIN	685.00	
=== VENDOR TOTALS ===			685.00				
=====							
01-06002 NINENORTH							

I-2023-006		3 MEETINGS/WEB STREAMING/CABL	737.66				
2/10/2023	APBNK	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		3 MEETINGS/WEB STREAMING/CABLE		101 4116-85050-000	CABLE TV	737.66	
=== VENDOR TOTALS ===			737.66				
=====							
01-06112 PIONEER PRESS							

I-123572540		JAN LEGALS	335.36				
2/10/2023	APBNK	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		JAN LEGALS		101 4111-70410-000	LEGAL NOTICES	335.36	
=== VENDOR TOTALS ===			335.36				

PACKET: 02710 FEB 10 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
I	DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-06184 RAMSEY COUNTY - POLICE AND 911							
I-SHRFL	002119		LAW ENFORCEMENT SVC JAN	109,405.81			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			LAW ENFORCEMENT SVC JAN	101 4122-81000-000	POLICE SERVICES	109,405.81	
I-SHRFL	002126		LAW ENFORCEMENT SVCS FEB	109,405.81			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			LAW ENFORCEMENT SVCS FEB	101 4122-81000-000	POLICE SERVICES	109,405.81	
=== VENDOR TOTALS ===				218,811.62			
=====							
01-05374 TENNIS SANITATION LLC							
I-3498882			RECYCLING JAN	8,453.25			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			RECYCLING JAN	206 4206-82030-000	RECYCLING CONTRACTS	8,453.25	
I-3498883			RECYCLING SWMT AND CEC	66.50			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			RECYCLING SWMT AND CEC	101 4131-87010-000	CITY HALL MAINTENANCE	66.50	
=== VENDOR TOTALS ===				8,519.75			
=====							
01-05377 VERIZON WIRELESS							
I-202302108422			CELL PHONES TO JAN 23	53.22			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			CELL PHONES TO JAN 23	601 4601-85015-000	CELL PHONE	53.22	
=== VENDOR TOTALS ===				53.22			
=====							
01-05865 VILLANUEVA, CRUZ							
I-202302108419			VILLANUEVA, CRUZ	349.06			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			Refund of Permit Payment	101 32210-000	BUILDING PERMITS	339.25	
			Refund of State Surcharge	101 20801-000	DUE TO OTHER GOVERNMENTS	9.81	
=== VENDOR TOTALS ===				349.06			
=====							
01-05870 XCEL ENERGY							
I-202302108420			Elect	62.96			
2/10/2023	APBNK		DUE: 2/10/2023 DISC: 2/10/2023	1099: N			
			Elect	101 4121-85020-000	ELECTRIC	12.68	
			Elect	101 4141-85020-000	ELECTRIC/GAS	33.55	
			Elect	209 4209-85020-000	STREET LIGHTING POWER	16.73	
=== VENDOR TOTALS ===				62.96			
=== PACKET TOTALS ===				238,911.46			

REPORT OF THIS REPORT IS Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
ROOT DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
11-02		CITY OF ST PAUL					
I-IN52755		Dec Street Light Maintenance	155.50				
2/13/2023	APBNK	DUE: 2/13/2023 DISC: 2/13/2023			1099: N		
		Dec Street Light Maintenance			209 20200-000	ACCOUNTS PAYABLE	155.50
I-IN52756		Dec Street Light Maintenance	305.58				
2/13/2023	APBNK	DUE: 2/13/2023 DISC: 2/13/2023			1099: N		
		Dec Street Light Maintenance			209 20200-000	ACCOUNTS PAYABLE	305.58
=== VENDOR TOTALS ===			461.08				
1-04570		JOSEPH, KATRINA E.					
I-129		December Prosecutions	2,500.00				
2/13/2023	APBNK	DUE: 2/13/2023 DISC: 2/13/2023			1099: Y		
		December Prosecutions			101 20200-000	ACCOUNTS PAYABLE	2,500.00
=== VENDOR TOTALS ===			2,500.00				
1-06973		RENGEL PRINTING CO					
I-151543		Human Rights Day Postcards	990.80				
2/13/2023	APBNK	DUE: 2/13/2023 DISC: 2/13/2023			1099: N		
		Human Rights Day Postcards			210 20200-000	ACCOUNTS PAYABLE	990.80
=== VENDOR TOTALS ===			990.80				
=== PACKET TOTALS ===			3,951.88				

PACKET: 02717 February 13 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	3		CINTAS CORPORATION					
I-4145903585			Floor Mats Svc	57.45				
2/13/2023	APBNK		DUE: 2/13/2023 DISC: 2/13/2023		1099: N			
			Floor Mats Svc		101 4131-87010-000	CITY HALL MAINTENANCE	57.45	
=== VENDOR TOTALS ===				57.45				
01-05665			METROPOLITAN COUNCIL					
I-1151452			March Waste Water Services	55,832.95				
2/13/2023	APBNK		DUE: 2/13/2023 DISC: 2/13/2023		1099: N			
			March Waste Water Services		601 4601-85060-000	METRO SEWER CHARGES	55,832.95	
=== VENDOR TOTALS ===				55,832.95				
01-05870			XCEL ENERGY					
I-202302138423			Elect	3,004.58				
2/13/2023	APBNK		DUE: 2/13/2023 DISC: 2/13/2023		1099: N			
			Elect		101 4141-85020-000	ELECTRIC/GAS	602.58	
			Elect		209 4209-85020-000	STREET LIGHTING POWER	45.66	
			Elect		209 4209-85020-000	STREET LIGHTING POWER	2,339.61	
			Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73	
=== VENDOR TOTALS ===				3,004.58				
=== PACKET TOTALS ===				58,894.98				

PACKET: 02719 February 15 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
01-03	CINTAS CORPORATION					
I-4143090236		Floor Mats Svc 1/11	57.45			
2/15/2023	APBNK	DUE: 2/15/2023 DISC: 2/15/2023		1099: N		
		Floor Mats Svc 1/11		101 4131-87010-000	CITY HALL MAINTENANCE	57.45
I-4144491049		Floor Mats Svc 1/25	57.45			
2/15/2023	APBNK	DUE: 2/15/2023 DISC: 2/15/2023		1099: N		
		Floor Mats Svc 1/25		101 4131-87010-000	CITY HALL MAINTENANCE	57.45
=== VENDOR TOTALS ===			114.90			
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-1261635		March Health Insurance	6,285.34			
2/15/2023	APBNK	DUE: 2/15/2023 DISC: 2/15/2023		1099: N		
		March Health Insurance		101 4112-89000-000	MISCELLANEOUS	6,285.34
=== VENDOR TOTALS ===			6,285.34			
01-06030	OLSON,ROLAND					
I-202302158426		Flex Payment	77.48			
2/15/2023	APBNK	DUE: 2/15/2023 DISC: 2/15/2023		1099: N		
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY	64.31
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY	11.62
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY	1.55
=== VENDOR TOTALS ===			77.48			
01-06301	SAMS CLUB MC/SYNCB					
I-202302158424		SAMS CLUB MC/SYNCB	971.32			
2/15/2023	APBNK	DUE: 2/15/2023 DISC: 2/15/2023		1099: N		
		Kitchen Supplies		101 4131-70110-000	SUPPLIES	204.59
		Sticky Notes, Tape, Laminate		101 4112-70100-000	SUPPLIES	50.54
		Zoom		101 4116-85040-000	VIRTUAL COMMUNICATIONS	220.11
		Pioneer Press Paper		101 4131-70110-000	SUPPLIES	60.80
		Community Impact Application		428 4428-89000-000	MISCELLANEOUS	25.00
		Postage		101 4112-70500-000	POSTAGE	9.65
		Envelopes, Folders, Copy Paper		101 4112-70100-000	SUPPLIES	103.41
		Hydraulic Hose		101 4132-87000-000	REPAIR EQUIPMENT	172.22
		City Day on the Hill Mtg		101 4111-86100-000	CONFERENCES/EDUCATION/TR	125.00
=== VENDOR TOTALS ===			971.32			

PACKET: 02719 February 15 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	0			XCEL ENERGY				
I-202302158425				XCEL ENERGY				
2/15/2023	APBNK			DUE: 2/15/2023 DISC: 2/15/2023	3,163.32	1099: N		
				Elect		101 4121-85020-000	ELECTRIC	37.37
				Elect		101 4131-85020-000	ELECTRIC	843.76
				Gas		101 4131-85030-000	NATURAL GAS	1,668.11
				Elect		101 4141-85020-000	ELECTRIC/GAS	34.74
				Elect		101 4141-85020-000	ELECTRIC/GAS	311.62
				Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
				Elect		209 4209-85020-000	STREET LIGHTING POWER	34.02
				Elect		209 4209-85020-000	STREET LIGHTING POWER	77.37
				Elect		209 4209-85020-000	STREET LIGHTING POWER	34.22
				Elect		209 4209-85020-000	STREET LIGHTING POWER	81.63
				Elect		209 4209-85020-000	STREET LIGHTING POWER	23.75
=== VENDOR TOTALS ===					3,163.32			
=== PACKET TOTALS ===					10,612.36			

**** DIRECT DEPOSIT LIST ****

PAY PERIOD ENDING

2/15/2023

DIRECT DEPOSIT EFFECTIVE DATE

2/08/2023

EMP #	NAME	AMOUNT
1-1006	JACK LINEHAN	3,367.90
1-1026	BRENNAN J SORENSEN	1,574.22
1-1027	KELLY A NELSON	2,003.41
1-1136	ROLAND O OLSON	3,028.49
1-1028	HANNAH B LYNCH	2,564.20
1-2268	MATTHEW CHERNUGAL	1,476.07
1-1030	TIMOTHY J PITTMAN	2,548.34
1-1033	DAVE TRETSVEN	1,933.07
1-1143	COLIN B CALLAHAN	2,528.69

TOTAL PRINTED: 9 21,024.39

2-08-2023 6:35 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 2/08/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
116	LANDBERG, ALYSSA	R	2/08/2023	795.75	091996
1184	NEIS, ADRIAN J	R	2/08/2023	104.62	091997
2265	WILLIAMS, TOM L	R	2/08/2023	538.14	091998
2274	WASSENBERG, ANJA E	R	2/08/2023	396.64	091999

2-08-2023 6:35 AM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 2/08/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	4	1,835.15
DIRECT DEPOSIT REGULAR CHECKS:	9	21,024.39
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	13	22,859.54

*** NO ERRORS FOUND ***

END OF REPORT **

Feb 15th payroll

Federal W/h	8,291.97
State W/h	1,428.30
PERA	4,547.63
ICMA	1,283.34
CHILD SUPPORT	26.50
	15,577.74

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Meeting Date	February 22, 2023
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Assistant to the City Administrator

Item	Approval of City License(s)
Description	The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2023. Staff have received the necessary documents for licensure. 1. Upper Cut Tree Service 2. Morgan's Tree Service
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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Meeting Date	February 22, 2023
Agenda Item	Consent G3
Attachment	Agreement
Submitted By	Jack Linehan, City Administrator

Item	Ramsey County - Polling Place Agreement
Description	The City received a request the use of City Hall as a polling place for the 2023 Election Season. The Election dates for City Hall is listed on the polling place agreement attached.
Budget Impact	N/A
Attachment(s)	Ramsey County Polling Place Agreement
Action(s) Requested	Staff recommend approval of attached resolution and authorize the City Administrator to execute all necessary documents.

2023 Polling Place Agreement

Polling Place Falcon Heights City Hall
2077 Larpenteur Ave. W.
Falcon Heights, MN 55113

Falcon Heights City Hall agrees to provide their site to Ramsey County for the following election(s):

General Election — 11/07/2023

Special Elections — We will notify you if a special election is necessary for 2023.

Notes

- Ramsey County Elections will be conducting in person site visits to all Ramsey County polling locations in 2023, beginning the week of March 6, 2023. Your site visit date is 3/7/2023 at 11:00. If you are unable to keep this appointment, please notify Brenda Leifeld to reschedule via email or phone at 651-266-2215.
- If your organization requires a facilities use agreement, please send that document along with the completed polling place agreement to brenda.leifeld@ramseycounty.us by April 10, 2023.

Please complete and return this agreement to the Elections Office promptly.

In completing and signing this document, the polling place contact agrees to:

- properly heat and light the location from 5:30 a.m. until the work of the election judges is complete.
- ensure the building is open at 5:30 a.m. on Election Day and that no other activities will interfere with the voting process.
- provide for secure storage of voting materials prior to and following Election Day.

Is there any construction planned for the above-named polling location for 2023? ☐ Yes ☐ No

If yes, specify where and when _____

On-site contact: Kelly Nelson / Jack Linehan

Other:

If the building is not open at 5:30 a.m. on Election Day, list any individuals with keys to open the facility:
(provide phone numbers that are reachable at 5:30 a.m.)

Emergency contact:
Kelly Nelson / Jack Linehan

Other:

Voting room/location:
Council Chambers

Other:

Secure equipment storage location:
conference room

Other:

Instructions for delivery personnel: _____

Representative: _____

Signature: _____

Representing: Falcon Heights City Hall

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Meeting Date	February 22, 2023
Agenda Item	Consent G4
Attachment	Resolution 23-11
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Resignation of Scott Phillips from the Planning Commission
Description	Scott Phillips was appointed in 2020 and has been a great addition to the commission. Staff would like to thank Scott for his commitment and time while wishing him well in future endeavors.
Budget Impact	N/A
Attachment(s)	Resolution 23-11 Resignation of Scott Phillips from PC
Action(s) Requested	Staff recommend approval of attached resolution, accepting the resignation of Scott Phillips from the Planning Commission.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 22, 2023

No. 23-11

**RESOLUTION ACCEPTING THE RESIGNATION OF SCOTT PHILLIPS FROM THE
FALCON HEIGHTS PLANNING COMMISSION**

WHEREAS, the City appointed Scott Phillips as a member of the City of Falcon Heights Planning Commission in 2020; and

WHEREAS, on February 13, 2023 Mr. Phillips communicated his intent to resign his duties from the Commission effective immediately;

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

1. That the resignation is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
MEYER
LEEHY
WEHYEE
WASSENBERG

_____ In Favor
_____ Against

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	February 22, 2023
Agenda Item	Consent G5
Attachment	Resolution 23-12
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Resignation of Martin McCleery from the Environment Commission
Description	Martin McCleery was appointed in 2017 and again in 2020 and has been a great addition to the commission. Staff would like to thank Martin for his commitment and time while wishing him well in future endeavors.
Budget Impact	N/A
Attachment(s)	Resolution 23-12 Resignation of Martin McCleery from EC
Action(s) Requested	Staff recommend approval of attached resolution, accepting the resignation of Martin McCleery from the Environment Commission.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 22, 2023

No. 23-12

**RESOLUTION ACCEPTING THE RESIGNATION OF MARTIN MCCLEERY FROM
THE FALCON HEIGHTS ENVIRONMENT COMMISSION**

WHEREAS, the City appointed Martin McCleery as a member of the City of Falcon Heights Environment Commission in 2017 and again in 2020; and

WHEREAS, on February 15, 2023 Mr. McCleery communicated his intent to resign his duties from the Commission effective immediately;

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

1. That the resignation is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
MEYER
LEEHY
WEHYEE
WASSENBERG

_____ In Favor
_____ Against

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	February 22, 2023
Agenda Item	Consent G6
Attachment	Resolution 23-13
Submitted By	Brennan Sorensen, Administrative & Communications Coordinator

Item	Resignation of Laure Campbell from the Community Engagement Commission
Description	Laure was appointed in 2021 and has been a great addition to the commission. Staff would like to thank Laure for her commitment and time while wishing her well in future endeavors.
Budget Impact	N/A
Attachment(s)	Resolution 23-13 Resignation of Laure Campbell from CEC
Action(s) Requested	Staff recommend approval of attached resolution, accepting the resignation of Laure Campbell from the Community Engagement Commission.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 22, 2023

No. 23-13

**RESOLUTION ACCEPTING THE RESIGNATION OF LAURE CAMPBELL FROM
THE FALCON HEIGHTS COMMUNITY ENGAGEMENT COMMISSION**

WHEREAS, the City appointed Laure Campbell as a member of the City of Falcon Heights Community Engagement Commission in 2021; and

WHEREAS, on February 2, 2023 Laure communicated her intent to resign her duties from the Commission effective immediately;

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

1. That the resignation is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
MEYER
LEEHY
WEHYEE
WASSENBERG

_____ In Favor
_____ Against

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	February 22, 2023
Agenda Item	Consent G7
Attachment	Resolution 23-14
Submitted By	Jack Linehan, City Administrator

Item	Resignation of Matthew Chernugal from the position of Public Works Maintenance Worker
Description	Matthew Chernugal has submitted his letter of resignation effective March 3rd, 2023. Matthew has accepted a position with the City of St. Paul as a Water Operator. Matthew started with the City in the summer of 2021 as a part-time Laborer. In November, the City Council created the full-time position of Maintenance Worker and promoted Matthew in to the position. We thank Matthew for his service to Falcon Heights, and wish him well in his next chapter.
Budget Impact	N/A
Attachment(s)	• Resolution 23-14 Appointment of Matthew Chernugal to Public Works Maintenance Worker. • Letter of Resignation.
Action(s) Requested	Staff recommend approval of attached resolution accepting the resignation of Matthew Chernugal from the position of Public Works Maintenance Worker with an effective date of March 3, 2023

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 22, 2023

No. 23-14

**RESOLUTION ACCEPTING THE RESIGNATION OF MATTHEW CHERNUGAL FROM THE
POSITION OF PUBLIC WORKS MAINTENANCE WORKER FOR THE CITY OF FALCON
HEIGHTS**

WHEREAS, on November 9, 2022, Matthew Chernugal was promoted from part-time Laborer to full-time Public Works Maintenance Worker; and

WHEREAS, the position was offered to and accepted by Matthew Chernugal;

WHEREAS, Matthew Chernugal has submitted his letter of resignation effective March 3, 2023.

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

1. Accept the resignation of Matthew Chernugal from the position of Public Works Maintenance Worker.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
MEYER
LEEHY _____
WASSENBERG
WEHYEE

____ In Favor
Against

Attested by: _____
Jack Linehan
City Administrator

I, (Matthew Chernugal) am putting in my 2 weeks notice today. (February 17, 2023) My last day of employment will be March 3, 2023. Thank you for the opportunity to work in public works for the City of Falcon Heights.

- 

2/17/23

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Meeting Date	February 22, 2023
Agenda Item	G8
Attachment	Resolution, Letter
Submitted By	Stephanie Smith, Interim City Engineer

Item	Call Public Hearing for Proposed Vacation of Ruggles Pathway Right-of-Way
Description	The public right-of-way for a pathway connecting to Ruggles Street, between Pascal Street and Holton Street, was dedicated with the plat of BARTHEL VILLAS. The right-of-way is labeled in the plat as “WALK.” Currently, no improved surface has been installed as a pathway. The area is maintained by the adjacent residents as part of their lawn. Local residents walk through the area; however, it does not meet American’s with Disabilities Act (ADA) standards. At the November 9th City Council meeting, Council discussed potentially vacating the pathway right-of-way. The item was tabled for further discussion. As the City received a signed letter from the four adjacent property owners impacted by the easement, it triggers the vacation of right-of-way public hearing process. The public hearing will provide a noticed venue for the proposal to vacate the pathway right-of-way. The attached resolution calls for a public hearing to consider the vacation on March 22, 2023. Notice will be posted, published in the official newspaper and mailed to all property owners within the plat.
Budget Impact	No significant impact is anticipated.
Attachment(s)	• Resolution • Signed Letter Requesting Vacation
Action(s) Requested	Approve the resolution Setting a Public Hearing on the Proposed Vacation of Ruggles Pathway (Between Pascal Street and Holton Street) for March 22, 2023.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 22, 2023

No. 23-15

**RESOLUTION NO.
RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF
RUGGLES PATHWAY (BETWEEN PASCAL STREET AND HOLTON STREET)**

WHEREAS, the Council pursuant to Minnesota Statute § 412.851 desires to consider the vacation of Ruggles pathway right-of-way between Pascal Street and Holton Street described as follows and depicted in Exhibit “A”:

All of the right of way which is labelled as “WALK” on the plat named Barthel Villas; said “WALK” was dedicated to the public by the said plat of Barthel Villas; said “WALK” being bounded as follows:

On the North by Lots 9 and 26, Block 1, said plat of Barthel Villas;
On the South by Lots 10 and 25, Block 1, said plat of Barthel Villas;
On the East by the West right of way line of Holton Avenue;
On the West by the East right of way line of Pascal Avenue;

All in Ramsey County, Minnesota.

(herein after described as “Pathway Easement”);

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

1. The City Council will consider the vacation of such Pathway Easement and a public hearing shall be held on such proposed vacation on the 22nd day of March, 2023, in the City Hall located at 2077 West Larpenteur Avenue, Falcon Heights at 7:00 p.m., and
2. The City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Moved by:

Approved by: _____
Randy Gustafson
Mayor

GUSTAFSON
LEEHY
MEYER
WASSENBERG
WEHYEE

_____ In Favor Attested by: _____
 Jack Linehan
_____ Against City Administrator

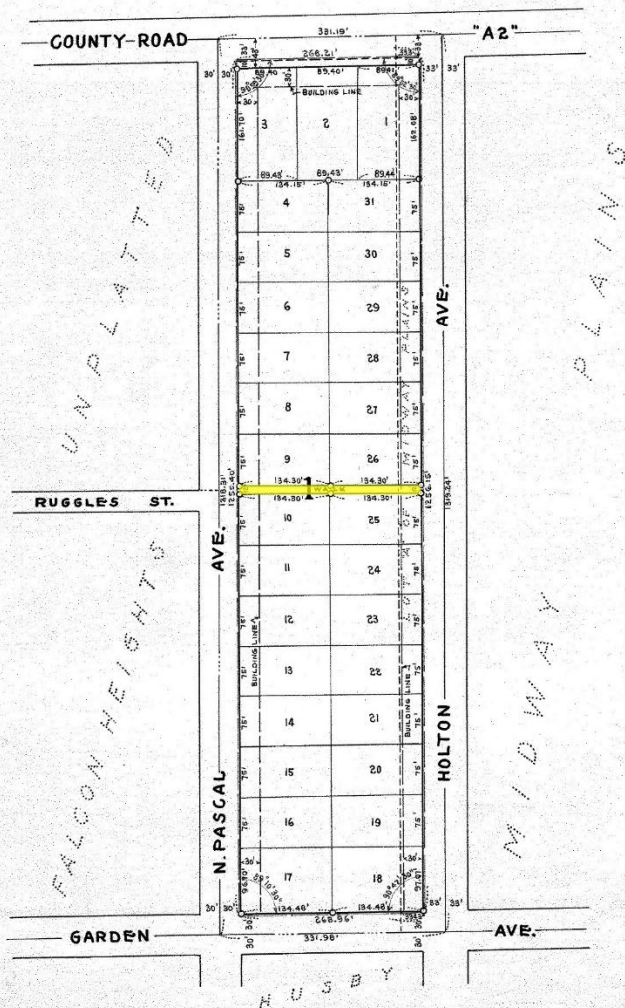
Exhibit A

2327

BARTHEL VILLAS RAMSEY COUNTY, MINN.

SCALE: 1 IN. = 100 FT.
O INDICATES IRON

ENGINEERING SERVICE CO.
W.S. Ramlow,
RES. SURVEYOR & ENGR.



I, hereby certify to having surveyed the property described on this plat as 'BARTHEL VILLAS' and have placed irons at the corners as shown and the same is correct.
There is no low wet ground nor any traveled road or easement on or across same except as shown.

W.S. Ramlow,
Reg. Surveyor & Engr. Minnesota No. 1150

State of Minnesota } S.S. On this 30th day of October, A.D. 1947 before me the undersigned personally appeared W.S. Ramlow, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission expires...
Notary Public, Ramsey County, Minn.

This is to certify that we, Mary Barthel, widow, Joseph Barthel, Jr., Lois Barthel, husband and wife, John M. Dickey and Anna Marie Dickey, husband and wife, Kenneth Barthel, LeRoy Barthel, and Eileen Barthel of which Mary Barthel is the qualified guardian, the owners of the west sixteen (16) rods of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of section fifteen (15) township twenty-nine (29) north, range twenty-three (23) west, excepting thereof the west thirty (30) feet, the north thirty (30) feet and the south thirty (30) feet; and Richard Stoss and Catherine Stoss, husband and wife owners of lot 'A' of Midway Plains, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Ramsey County, have caused the same to be surveyed and platted and hereafter known as 'BARTHEL VILLAS' as shown by this plat, and hereby dedicate to the public and for the public use forever all roads and walks as shown.

Witness our hands and seal this 30th day of October, 1947.

In presence of

Thomas J. Nash
Doris L. Schubert

Mary Barthel
Joseph Barthel Jr.
Lois Barthel

LeRoy Barthel
John M. Dickey
Anna Marie Dickey
Kenneth Barthel

Thomas J. Nash
Doris L. Schubert

Mary Barthel, guardian
of Eileen Barthel
Richard Stoss
Catherine Stoss

State of Minnesota } S.S. On this 30th day of October, A.D. 1947 before me the undersigned personally appeared Mary Barthel, widow, Joseph Barthel, Jr., Lois Barthel, husband and wife, John M. Dickey and Anna Marie Dickey, husband and wife, Kenneth Barthel and Eileen Barthel, of which Mary Barthel is the qualified guardian, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

THOMAS J. NASH
Notary Public, Ramsey County, Minn.
My Commission expires March 15, 1954

Thomas J. Nash
Notary Public, Ramsey County, Minn.
My Commission expires March 15, 1954

State of Minnesota } S.S. On this 30th day of October, A.D. 1947 before me the undersigned personally appeared Richard Stoss and Catherine Stoss, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

THOMAS J. NASH
Notary Public, Ramsey County, Minn.
My Commission expires March 15, 1954

Thomas J. Nash
Notary Public, Ramsey County, Minn.
My Commission expires March 15, 1954

Accepted and approved by the Township Board of Rose Township
George W. Holsenbeck
Clarence L. Holsenbeck
Plat Commissioners

Accepted and approved this 15th day of October, A.D. 1947.

George W. Holsenbeck
Clarence L. Holsenbeck
Commissioner of Public Works

Accepted and approved by the Board of County Commissioners this 20th day of October, A.D. 1947, Ramsey County, Minnesota.

Edna D. March
County Auditor, Ramsey County, Minnesota.

Recorded Oct. 28, 1947
Abstract # 1162525

November 2, 2022

Mr. Jack Linehan
City Administrator
City of Falcon Heights
2077 West Larpentour Avenue
Falcon Heights, MN 55113

Re: Ruggles "path" meeting

Dear Jack,

Thank you for meeting with us last week. I believe we learned a few things from our discussion. As the residents most impacted by the decision of the city council, we are writing to express our preference as to what we would like to see happen with the "path".

We are all in agreement that it would be in the best interest of the city (legally and financially) and the four adjoining neighbors for the city to vacate the easement and turn the property over to the adjacent neighbors.

Please present this letter to the city council on our behalf.

Thank you again,
Sincerely,

The block contains three handwritten signatures in blue ink. The first signature on the left is for Art and Irene Kato. The middle signature is for Joe and Sheri Langevin. The signature on the right is for Dean and Colleen Miller, with the name 'Colleen' written in a cursive script that appears to be 'Colleen'.

Joon Fong is currently out of the country but has handwritten a letter which is attached.

Encl.

Oct. 30, 2022

The city of Falcon Hts,
MN, 55113

I, Joon Fong agree with the
neighbours for the easement.

I am in Favor of the city vacating
the easement.
Sincerely,

Joon Fong

Joon Fong
1864 Pascal St, N
Falcon Hts, MN 55113

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Meeting Date	February 22, 2023
Agenda Item	Consent G9
Attachment	Contract, Invoice
Submitted By	Jack Linehan, City Administrator

Item	Approval of Pay Request #2 for Center for Values-Based Initiatives
Description	Staff released an RFP for Police Contract Analysis and Consulting Services on July 15, 2022. The RFP closed on August 15, 2022. The RFP was marketed widely online and staff reached out to local and national firms that specialize in this service. The city received interest from three qualified bidders. One bidder declined to submit, citing workload / staffing constraints as they were starting up their firm. In total, the city received two proposals from consultants: one from a local retired law enforcement executive, and one from a national police consulting firm. The City Council reviewed the proposals during workshops on 9/14 and 9/21. The majority of the council preferred the proposal that was submitted by the Center for Value-Based Initiatives (CVBI), and the contract was approved 9/28/22. CVBI has so far submitted draft deliverables for items #1 and #2 of the RFP. As per the agreement, acceptance of the draft deliverables triggers pay for the services. The cost for deliverable #2 is \$7,500 per our contract. The final deliverable #3 and full report is expected in March.
Budget Impact	Funds are budgeted for the deliverable.
Attachment(s)	• Contract • Invoice
Action(s) Requested	Staff would recommend approval of the attached invoice to pay CVBI \$7,500.00 per our contract.

PROFESSIONAL SERVICES AGREEMENT

CENTER FOR VALUES-BASED INITIATIVES, LLC

THIS AGREEMENT is made this 28th day of September, 2022 ("Effective Date") by and between **CENTER FOR VALUES-BASED INITIATIVES, LLC**, a Minnesota Limited Liability Company located at 1000 University Avenue West, Suite 222, St. Paul, Minnesota 55104 ("Contractor"), and the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation located at 2077 West Larpentour Ave, Falcon Heights, Minnesota 55113 ("City"):

RECITALS

- A. Contractor is engaged in the business of providing character-based consulting services.
- B. The City desires to secure a contract to provide formal police consulting recruitment and community engagement services.
- C. Contractor represents that it has the expertise and capabilities to provide the City with the requested services.
- D. City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

AGREEMENT

- 1. **Contract Documents.** The following documents shall be referred to as the "**Contract Documents**", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - A. This Professional Services Agreement;
 - B. City's Request for Qualifications for Police Contract Analysis and Consulting Service dated August 15, 2022, and attached to this Agreement as **Exhibit "A"**; and
 - C. Consultant's Proposal for Police Contract Analysis and Consulting Services dated July 25, 2022, attached as **Exhibit "B"**.

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

- 2. **Services to be Provided.** Contractor agrees to provide the City with character-based consulting services as described in City's Request for Proposal and Contractor's Proposal attached to this Agreement as Exhibits "A" and "B" or any supplemental letter agreements,

or both, entered into between the City and Contractor (the "Services"). The Services referenced in the attached Exhibits "A" and "B" or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.

3. **Time for Completion.** This Agreement shall remain in force and effect commencing from Effective Date and continuing until the earlier of **March 31, 2023** or completion of the project unless terminated by the City or amended pursuant to the Agreement.
4. **Consideration.** The consideration, which City shall pay to Contractor and shall not exceed \$37,500.00, for the Services performed by Contractor and the expenses incurred by Contractor in performing the Services, shall be as set forth in Exhibit B and incorporated into this Agreement. City shall make progress payments, based on monthly invoices from Contractor. City's payment shall be made within 30 days after Contractor's statement. Contractor's statement shall contain a detailed list of project labor and hours, rates, titles, and amounts undertaken by the Contractor during that billing period.
5. **Expense Reimbursement.** The Contractor will not be compensated separately for necessary incidental expenses. All expenses of the Contractor shall be built into the Contractor's fixed compensation rates, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.
6. **Approvals.** The Contractor will secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Services. The City's approval may be provided via electronic mail.
7. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - a. The parties, by mutual written agreement, may terminate this Agreement at any time;
 - b. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
 - c. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
 - d. City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.In the event of a termination, City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.
8. **Amendments.** No amendments may be made to this Agreement except in writing signed by both parties.
9. **Remedies.** In the event of a termination of this Agreement by City because of a breach by Contractor, City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. The foregoing remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

10. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. The Contractor shall maintain such records for a minimum of six years after final payment.
11. **Indemnification.** To the fullest extent permitted by law, the Contractor, and the Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
12. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved Project can be performed, Contractor shall provide certificate of insurance with limits of insurance of at least the following amounts: Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181; and Commercial General Liability in an amount of not less than \$1,000,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,000,000.00 per occurrence for property damage. To meet the minimum Commercial General Liability, the Contractor may use a combination of Excess and Umbrella coverage. The Contractor shall also name the City as an additional insured on its Commercial General Liability and Umbrella or Excess policies, and will provide the City with a current certificate of insurance that includes the following language: "The City of Falcon Heights is named as an additional insured with respect to the commercial general liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." The certificate of liability insurance must also contain a statement that the Contractor or its insurance provider shall not cancel or amend the policies included on the certificate unless thirty (30) days' written notice is provided to the City, or ten (10) days' written notice in the case of non-payment.
13. **Assignment and Subcontracting.** Neither the City nor the Contractor shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of services required by this Agreement. Any instrument in violation of this provision is null and void.
14. **Independent Contractor.** Contractor shall be deemed an independent contractor.

Contractor's duties will be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Contractor. The manner in which the services are performed shall be controlled by Contractor; however, the nature of the services and the results to be achieved shall be specified by City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not to be deemed an employee or agent of City and has no authority to make any binding commitments or obligations on behalf of City except to the extent expressly provided in this Agreement. All services provided by the Contractor pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

15. **Compliance with Laws.** Contractor shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the applicable services detailed in the attached exhibits or any supplemental letter agreement. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.
16. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Contractor, and supersedes any other written or oral agreements between the City and the Contractor. This Agreement can only be modified in writing signed by the City and the Contractor. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
17. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
18. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Ramsey County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
19. **Copyright.** Contractor shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings, or specifications supplied by it, and shall hold harmless the City from loss or damage resulting therefrom.
20. **Patented Devices, Materials and Processes.** If the contract requires, or Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no

such agreement is made or filed as noted, Contractor shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

21. **Conflict of Interest.** The Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and either secure a waiver of the conflict or advise the City that it will be unable to provide the requested services.
22. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by the Contractor. Regardless of when such information was provided, the Contractor agrees that it will not disclose for any purpose any information the Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.
23. **Agreement Not Exclusive.** The City retains the right to hire other character-based consulting service providers for other matters, in the City's sole discretion.
24. **Data Practices Act Compliance.** Any and all data provided to the Contractor, received from the Contractor, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of the Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations survive the termination of this Agreement.
25. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Contractor shall provide accommodation to allow individuals with disabilities to participate in all services under this Agreement. Contractor agrees to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
26. **Authorized Agents.** The City's authorized agent for purposes of administration of this

contract is Jack Linehan, City Administrator, or designee. The Contractor's authorized agent for purposes of administration of this contract is Matthew Bostrom, who shall perform or supervise the performance of all Services.

27. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: Center For Values-Based Initiatives, LLC– 1000 University Avenue West, Suite 222 Saint Paul Mn 55104; Attn: Matthew Bostrom, 651-775-3345, matt@centerforvalues.com;

City: City of Falcon Heights, 2077 West Larpentour Avenue, Falcon Heights, MN 55113; Attn: Jack Linehan; jack.linehan@falconheights.org; 651-792-7611;

or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.

28. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
29. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
30. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
31. **Payment of Subcontractors.** Pursuant to Minnesota Statutes § 471.425, Subd. 4a, Contractor agrees that it must pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. Contractor agrees that it 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 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
32. **Publicity.** City and Contractor shall develop language to use when discussing the Services. Contractor agrees that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Contractor must not use the City's logo or state that the City endorses its services without the City's advanced written approval.
33. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall

continue in full force and effect.

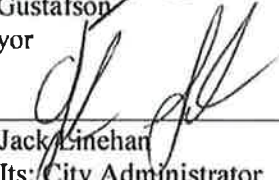
34. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he or she is duly authorized. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as described in this Agreement, personally.
35. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

IN WITNESS WHEREOF, the City and the Contractor have caused this Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF FALCON HEIGHTS, MINNESOTA

DATED: 9-28-2022

BY: 
Randy Gustafson
Its: Mayor

ATTEST: 
Jack Linahan
Its: City Administrator

CENTER FOR VALUES-BASED INITIATIVES, LLC

DATED: October 14, 2022

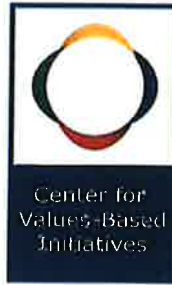
BY: 
Matt Bostrom
Its: President

**EXHIBIT "A" TO AGREEMENT BETWEEN
THE CITY OF FALCON HEIGHTS, MINNESOTA AND
CENTER FOR VALUES-BASED INITIATIVES, LLC**

CITY'S REQUEST FOR PROPOSAL

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF
FALCON HEIGHTS, MINNESOTA AND CENTER FOR
VALUES-BASED INITIATIVES, LLC**

CONTRACTOR'S PROPOSAL



Proposal Title: Police Contract Analysis and Consulting Services
Submitted to: City of Falcon Heights
Submitted by: Matt Bostrom, President
Date: July 25, 2022

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Letter of Transmittal

City of Falcon Heights
Jack Linehan, City Administrator
2077 Larpenteur Avenue West
Falcon Heights, MN 55113



Dear Mr. Linehan,

I am delighted to respond to the Request for Qualifications – *Police Contract Analysis and Consulting Services* for the City of Falcon Heights, Minnesota. This comprehensive project will focus on opportunities to increase community/police trust through community engagement, fair treatment, transparent communication, respectful attitudes, and operationalized shared values. This project will examine the current contract for policing services, advise the city on future police staffing needs, and assess progress in the achievement of recommendations put forth by the Task Force on Inclusion and Policing. I will also advise the City Council and Staff on the level of satisfaction with historical and current police services by conducting community outreach to residents and stakeholders.

I have a 20-year record of applying community policing theory to practice. My educational background includes a Doctor of Philosophy (PhD) in Criminology from the University of Oxford in England, and the title of my dissertation is: *Increasing Police Trust Through Normative Alignment*. I also hold a Doctor of Public Administration (DPA) from Hamline University, and the title of my dissertation is: *The Impact of Higher Education on Police Officer Work Habits*. My research on community policing and values-based law enforcement has been completed in cooperation with the Centre for Criminology at the University Oxford, Hamline University, and the United States Department of Justice.

My law enforcement experience spans a period of 34 years, including 15 years at the executive level as the City of Saint Paul Coordinator of Emergency Preparedness, Assistant Chief of Police, and Ramsey County Sheriff. I was twice honored with the Medal of Merit for Sheriff of the Year by the National Sheriffs' Association. I have also served as a consultant to the State of Minnesota – Department of Public Safety, Los Angeles County Sheriff's Department, Plano Police Department, as well as numerous nonprofit and community groups. For additional information regarding my education and professional background, please see my biography and professional vitae in the Appendix.

From family gatherings at my aunt's home on Howell Street to my service as county sheriff and friendships with current residents, I have a life-long connection with the City of Falcon Heights. It would be a privilege to work with the City and implement a transformational model of assessing and selecting policing services.

Sincerely,

Matt Bostrom, PhD
President, Center For Values-Based Initiatives
1000 University Avenue West, Suite 222
Saint Paul, Minnesota 55104
matt@centerforvalues.com
651.775.3345

Proposed Consultant's Qualifications

Professional Background

I have a 20-year record of applying community policing theory to practice. My educational background includes a Doctor of Philosophy (PhD) in Criminology from the University of Oxford in England, and the title of my dissertation is: *Increasing Police Trust Through Normative Alignment*. I also hold a Doctor of Public Administration (DPA) from Hamline University, and the title of my dissertation is: *The Impact of Higher Education on Police Officer Work Habits*. My research on community policing and values-based law enforcement has been completed in cooperation with the Centre for Criminology at the University Oxford, Hamline University, and the United States Department of Justice.

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Description of Firm

The Center for Values-Based Initiatives was founded in 2017 and stands apart from other firms because of my unwavering focus on shared values, practices that increase individual and organizational trust, and application of International Organization for Standardization (ISO) 9001 guidelines in local government. As President, I will be the sole contractor for this proposed project. In addition, I do not have any clients and/or projects that present a conflict of interest to providing this project for the City. My firm provides the following services:

- **Community engagement** – Bringing together communities and public organizations. I utilize values-based strategies to increase trust through the inclusion of community voice and consistent, fair, and transparent practices.
- **Organizational Development** – *Hire for Character and Train for Competence*®. Founded on shared values and proven practices, I lead organizational transformation through the alignment core values, mission, recruitment, selection, training, and staff performance.
- **Strategic Planning** – Facilitating the strategic planning process. Using research-based best practices, I analyze organizational strengths, weaknesses, opportunities, and threats and prepare reports and plans for publication.
- **Organizational Assessment** – Increasing organizational effectiveness. I use my education, experience, and ISO 9001 standards to mentor leaders, manage change, and assess achievement of organizational goals and objectives.

Additional information regarding my background and firm may be found at: <https://centerforvalues.com/>

Scope of Services Offered

As the sole Contractor, who is not a City of Falcon Heights employee, I will provide the following deliverables:

Current Service Analysis

1. Perform an analysis on the City's contracted services for law enforcement and determine if the current structure is the best fit for the city by:
 - a. Community value and satisfaction measurement:
 - i. Determine the community's value of current and historical police services, including the types and levels of service the community desires and expects.
 - ii. Determine the community's level of satisfaction with the police services overall, and with the services provided.

Overview of steps to complete Section 1a:

I will use action research methods, community and staff engagement processes, and ISO 9001 guidelines to gather the information necessary to accurately determine the community's value of historical and current policing services. These processes will be further utilized to assess the types and levels of policing services the community expects and desires; this includes determining the community's satisfaction with the specific and overall levels of policing services.

- b. Workload analysis:
 - i. Determine the City's current police services utilization using data from the Ramsey County Sheriff's Office, including considerations of number of responding units needed by call type, the number and frequency of outside agency assistance required, caller initiated versus officer initiated activities, effect of community policing on discretionary patrol time and the time necessary to conduct proactive police activities, and the amount of time necessary to handle police calls and activities from inception to completion.

Overview of steps to complete Section 1b:

I will gather the City's data associated with current policing services and analyze:

- staffing needs by type of service call
- frequency of requests for mutual aid
- citizen-initiated service calls
- officer-initiated activities
- time necessary to complete calls for service and officer-initiated activities

In addition, I will explore the effects of discretionary patrol and proactive activities on community policing objectives.

- c. Contract analysis:
 - i. Analyze the current contract and associated costs for policing services compared to the utilization of policing services as determined under Section b. Workload analysis.

Overview of steps to complete Section 1.c:

Utilizing the information gathered in Section 1.b, I will map and analyze the costs for currently contracted policing services and compare the degree of alignment with the community's desired service levels.

Future Service Recommendations

2. Advise the City on future police needs by:
 - a. Recommendation on strategic police services:
 - i. Analyzing the current police services provided by nearby communities
 - ii. Determine the various options for the City to either provide or contract for police service
 - iii. Draft a report on how to structure future contracts for police services

Overview of steps to complete Section 2.a:

To provide recommendations on strategic policing services, I will:

- Analyze the current staffing models and policing services provided in nearby and similarly sized cities
 - Based on the analysis of current services, comparative communities, and ISO 9001 Standards, determine the City's most reasonable options for policing services
 - Provide a report that offers guidance for a best practice-based structure for policing service contracts and agreements
- b. Soliciting alternatives:
 - i. In the event that it is determined that the City of Falcon Heights should explore alternatives to the current contract for police services, the consultant would draft, distribute and solicit requests on behalf of the City for contracted police services.

Overview of steps to complete Section 2.b:

If the City of Falcon Heights decides to explore other opportunities to contract for policing services, I would be pleased to facilitate the solicitation of those alternatives. To accomplish this work, and based on the data collected during the processes associated with the *Current Service Analysis* and *Future Service Recommendations*, I would:

- Draft a comprehensive policing service agreement for the City
- Distribute the service agreement and selection criteria as requested by the City
- Solicit requests for contracting policing services to regional law enforcement agencies
- Evaluate proposals to provide policing services for the City
- Recommend the law enforcement agency that best aligns with the City's values and expectations

Task Force Recommendations Implementation

3. Recommend how the City can implement the recommendations found in the *Falcon Heights Task Force on Inclusion and Policing* by:
 - a. Analyzing the current recommendations that were adopted by the City Council on May 24, 2017

Overview of steps to complete Section 3.a:

I understand that the charge for the *Task Force on Inclusion and Policing* was to *articulate, affirm and operationalize the values* of the City of Falcon Heights and to *build an inclusive and welcoming environment for residents and guests of Falcon Heights*. The guiding principles for implementation are founded on *Culture and Values*; which includes the opposition to discrimination and profiling and commitment to a respect for life and the community's values. These objectives are to be achieved through the emphasis of policing values, policies, and procedures. More specifically, policing services must be characterized by *Inclusion* (e.g., Opportunities to strengthen inclusivity and recognize the importance of Diversity) and *Policing* (e.g., Data collection; Emerging and best practices on police policy, procedures, and technology focusing on use of force and policies that help build trust; Police training, especially implicit bias and de-escalation training; and Community-based policing strategies to strengthen links with residents and guests). It is wise for public organizations to periodically review community recommendations and goals. Therefore, I will review and analyze the content of City of Falcon Heights recommendations for alignment with current citizen recommendations and ISO 9001 guidelines for local governments. Some examples of exploration and analysis include answering the questions, *Is the community recommending calibration of any recommendations* and *In what ways is the City of Falcon Heights in alignment with ISO 18091 – Guidelines for the application of ISO 9001 in local government?*

- b. Determine which of the recommendations have been completed or addressed to date.

Overview of steps to complete Section 3.b:

Using the principles of content mapping and comparative data analysis, I will assess the status of the operationalization of the city's recommendations noted in the *Falcon Heights Task Force on Inclusion and Policing* report. Specifically, I will examine the progress on:

Police-Community Relationships including:

- Mutual Safety and Trust
- Authority over the police department serving our community
- Community engagement
- Trend monitoring, relationship building, and problem solving

Training and Capacity, including:

- Mental health care for people in crisis and officers
- Training on de-escalation, cultural competency, and explicit and implicit bias
- Hiring and workforce development that emphasizes community relationship-building

Data and Transparency, including:

- Data collection, sharing, and monitoring that detects and responds to trends
- Public feedback channels
- Promptness and openness in serious incidents

Priorities for Policing Activity, including:

- Emergency response
- Cultural competence and community engagement
- Informative policing
- Traffic policing prioritization of serious moving violations

- c. Develop a report of actionable steps that can be undertaken in the current or future police contracts to address the Task Force recommendations.

Overview of steps to complete Section 3.c:

Using the Task Force recommendations and the data and analysis associated with the *Current Service Analysis* and *Future Service Recommendations*, I will prepare a comprehensive report which delineates the actionable steps to more completely integrate and operationalize the community's recommendations in the current and future policing services contracts.

References and Exemplary Projects

References and projects that exemplify my firm's ability to complete this project include the following:

1. Action Research: *Increasing Police Trust Through Normative Alignment* – Centre for Criminology, University Oxford, England.

Synopsis: I examined the challenges that police encounter in building public trust. An action research design utilized community engagement in two U.S. communities to discern the values and behaviors that generate trust in the police and to explore how those values may be integrated into policing policies and processes. While there is general agreement that compliance emanates from the practice of the principles of procedural justice which are interrelated with trust, normative alignment, and legitimacy, it has proven to be more difficult to test, translate, and embed these ideas in police organizations. With these factors in mind, I tested a process to increase trust and normative alignment between the community and police and to answer the primary question: How can police trust and legitimacy be increased? I conducted four phases of qualitative research and document analysis to determine which values community members desire in police officers, how police organizations can align their values with the community's values, how to select police officers who possess the community's values, and how police organizations can reinforce the community's values in their officers.

I used focus groups, interviews, and document retrieval to gather the data and used content analysis, word coding, crosstabulation, curriculum mapping, and gap analysis to analyze the data. The results show that trust from community members can be increased if police officers are first characterized by Cultural Competence, Servant Leadership, Emotional Intelligence, and High Character and then trained in the legal and technical skills necessary for the fulfillment of their policing duties. In other words, hire for character and train for competence. I also discuss definitions of a good police officer, compliance, procedural justice, trust, normative alignment, legitimacy, organizational considerations, and police officer selection. The full research report is available at: <https://ora.ox.ac.uk/objects/uuid:35a540b7-2f07-4313-a20f-9cd22a2a65ac>

Supervisor: Dr. Ben Bradford – University College London
Email: ben.bradford@ucl.ac.uk
Phone: +44 7949 486910

2. Project: State of Minnesota – Department of Public Safety
Title: Community Policing and Character-Based Law Enforcement Initiative

Synopsis: The *Community Policing and Character-Based Law Enforcement Initiative*, included a series of community listening sessions and focus group sessions with staff members from the Minnesota State Patrol (MSP), Bureau of Criminal Apprehension (BCA), and Alcohol and Gambling Enforcement (AGED). The objective was to learn the values and behaviors that generate police trust and then align those values with those of the DPS.

The preceding steps resulted in the development of a refreshed version of organizational core values that are aligned with the community's values. This information was foundational for my review of the MSP's, BCA's, and AGED's processes associated with recruitment, selection, training, and evaluation. The good news was that each organization's core values are indirectly embedded in many of the materials and processes used to recruit, select, and train troopers and special agents.

This project noted the importance of report-back meetings with the community and the staff members at the MSP, BCA, and AGED. In addition, the cumulative results were utilized to develop a framework for increasing

police trust through the selection of officers who exhibit the shared values of community and DPS. Included in the framework is an implementation plan that directly aligns and integrates the core values into the recruitment, selection, training, and evaluation processes of the MSP, BCA, and AGED.

The foundation for this project was the utilization of community engagement to increase community/police normative alignment. Even though trust cannot be created in one or two easy steps, the cooperation and thoughtful community and DPS staff members responses indicates that there is support for implementing this framework. The community participants expressed confidence that if the MSP, BCA, and AGED integrated the listening session recommendations, then trust in the individual law enforcement officers and organization would increase and as trust increased, so would organizational and community cohesiveness and cooperation.

I recommended that this process be part of an intentional, ongoing effort to build trust-based police and community relationships through the discernment of areas of positive shared values and the integration of those values into the organization's daily operations. Finally, I discerned that it is reasonable to believe that if this framework to increase community/police trust through shared values is fully implemented, the DPS has the potential of becoming a model agency for all law enforcement organizations in Minnesota.

Department Commissioner: John Harrington
Email: john.harrington@state.mn.us
Phone: 651.485.0585

3. Project: Los Angeles County Sheriff's Department
Title: Comprehensive Recruitment

Synopsis: The Comprehensive Recruitment project was founded on a series of focus group meetings with community members throughout Los Angeles County. I asked the focus group participants: "To increase the level of trust between you and the sheriff's department, what type of women and men should be hired?" The resulting data is a list of traits and values that would make it easier for the community to trust deputies.

Deliverable one of this project involved aligning the community's recommendations with the LASD's core values. I conducted focus group meetings with departmental staff: senior administrative staff, middle management staff, and non-sworn staff. In each meeting, I asked the staff members: "How should we align the community's values with the LASD values?" The LASD staff members successfully aligned the core values with all the community's recommended values. The LASD revised core values include Compassion, Courage, Integrity, Leadership, Respect, and Service.

Using the preceding information, I mapped the level of integration of the revised core values in the current deputy training and first year evaluations. Specifically, I mapped the core values to the new deputy training academy curriculum learning domains (LD) as well as to the post-academy training and first year performance evaluation forms. Of the 880 total hours of training provided during the academy, some directly connected the LD to the core values while other LDs discussed and reinforced the sub-definitions (i.e., attributes noted by the community and LASD stakeholders that are included in the full definition of a core value).

In addition, I examined and mapped several evaluations: the three evaluations conducted by Training Unit staff in which they directly evaluate the prevalence of the core values in the behaviors of the deputy trainees, and the two peer review evaluations in which each deputy trainee evaluate their peers in the training academy. These peer evaluations measure the prevalence of the core values in the performance and behaviors of the deputy trainees. I further mapped the training and evaluation standards associated with new deputy probationary period. These documents include the Custody Division Training Standardized Evaluation,

Custody Division Training Standardized Training Program Recommendation to Release From or to Extend Training Form, and County of Los Angeles Report on Probationer.

Although the organizational values are not specifically mentioned in the curriculum, training, and evaluations, they are repeatedly referred to throughout the processes via their underlying descriptors. The core values are already interwoven throughout the first year of new deputy employment, so alignment may be achieved by intentionally highlighting and communicating an underlying descriptor's connection to a core value. If the lesson plans, training exercises, and performance evaluations were refreshed to include more terms and phrases that are clearly connected with the core values and descriptors, then a higher degree of alignment would be created between LASD and the community.

LASD Commander: Bill Jaeger
Email: wejaeger@lasd.org
Phone: 951.532.5710

Additional Information

My personal mission and the primary purpose of my firm is to increase community/police trust through community engagement, fair treatment, transparent communication, respectful attitudes, and actualized shared values. Additionally, my firm is a leader in the application of ISO 9001 standards in local government. I believe my mission and purpose are in complete alignment with those of the City of Falcon Heights and together, we will be able to establish a best-practice in police service assessment and selection.

Please see my professional vitae in the Appendix. If desired, I would be happy to provide examples of relevant work products.

Fee Schedule

As president of the Center for Values-Based Initiatives and sole contractor, I will not subcontract any portion of the services provided or seek separate reimbursement for expenses. **Therefore, I agree that the proposed fees will include administrative costs, meetings, mileage, travel, and related expenses incurred during the performance of the contracted deliverables (please see Figure 1).**

Upon completion of each deliverable, an invoice will be submitted which includes the contract number, date of completion, and a cost that does not exceed the amount proposed in the fee schedule.

Figure 1. Itemized Fee Schedule for Scope of Work Deliverables

	Deliverable	Cost
1	Current Service Analysis	\$10,000
	A. Perform an analysis on the City's contracted services for law enforcement and determine if the current structure is the best fit for the city by: a. Community value and satisfaction measurement: i. Determine the community's value of current and historical police services, including the types and levels of service the community desires and expects. ii. Determine the community's level of satisfaction with the police services overall, and with the services provided.	
	Workload analysis	\$7,500
	B. Determine the City's current police services utilization using data from the Ramsey County Sheriff's Office, including considerations of number of responding units needed by call type, the number and frequency of outside agency assistance required, caller initiated versus officer initiated activities, effect of community policing on discretionary patrol time and the time necessary to conduct proactive police activities, and the amount of time necessary to handle police calls and activities from inception to completion.	
	Contract analysis	\$5,000
	C. Analyze the current contract and associated costs for policing services compared to the utilization of policing services as determined under Workload analysis – Section 1.B	
2	Future Service Recommendations	\$7,500
	A. Advise the City on future police needs by: a. Recommendation on strategic police services: i. Analyzing the current police services provided by nearby communities. ii. Determine the various options for the City to either provide or contract for police service iii. Draft a report on how to structure future contracts for police services. B. Soliciting alternatives: <i>See Deliverable #4</i>	

	Deliverable	Cost
3	Task Force Recommendations Implementation	\$7,500
	A. Recommend how the City can implement the recommendations found in the Falcon Heights Task Force on Inclusion and Policing by:	
	a. Analyzing the current recommendations that were adopted by the City Council on May 24, 2017	
	B. Determine which of the recommendations have been completed or addressed to date.	
	C. Develop a report of actionable steps that can be undertaken in the current or future police contracts to address the Task Force recommendations.	
	TOTAL	\$37,500

Optional Services

	Deliverable	Cost
4	Soliciting alternatives – Section 2.b	
	A. Explore alternatives to the current contract for police services	\$3,000
	B. On behalf of the City, coordinate requests for policing services including:	
	a. Drafting of documents	\$3,500
	b. Distribution of documents	\$2,500
	c. Solicitation of policing services:	
	i. Outreach	\$6,000
	ii. Evaluation	to
	iii. Selection	12,000
	iv. Technical assistance as requested by City	
	TOTAL	\$15,000 to 21,000

Appendix: Contractor Biography and Professional Vitae

Dr. Matthew D. Bostrom **President, Center for Values-Based Initiatives**

Matt Bostrom began his law enforcement career in 1982. He served with the Saint Paul Police Department as Police Officer, Sergeant, Lieutenant, Commander, Senior Commander, Chief of Staff, and Assistant Chief of Operations, and retired as Ramsey County Sheriff in 2017.



Matt was twice nominated as National Sheriff of the Year and both times he was awarded the Medal of Merit from the National Sheriffs' Association. Some of his accomplishments include reorganizing the department to improve effectiveness and efficiency by focusing on the vision, mission, values, and beliefs; co-founding the Criminal Justice Coordinating Council; launching professional standards, comprehensive training, and cooperative hiring initiatives; and engaging with the community to build relationships and prevent crime.

The hallmark of Matt's service as Sheriff was a focus on increasing the level of trust between the community and police officers. Through listening to the community, he learned of their desire for police departments to hire for character and train for competence. In response, he launched a recruitment and hiring initiative that centered on selecting women and men who possessed four observable character traits: trustworthy, truthful, responsible, and respectful. This initiative increased community trust and improved police officer work habits including sick time usage, discipline, and commendations.

In addition to graduating from the FBI National Academy, Matt received his formal education at the University of Northwestern (Bachelor of Science), University of Saint Thomas (Master of Arts), Hamline University (Doctor of Public Administration), and Doctor of Philosophy (PhD in Criminology) at the University of Oxford. The Centre for Criminology at the University of Oxford invited Matt to develop a replicable model for increasing police trust by identifying and aligning the community's values with those of the police. It is through the operationalization of these shared values in police officer recruitment, selection, and training that can lead to increased trust between police officers and the communities they serve.

Matt has 10 years of experience as an adjunct professor at Saint Mary's University, the University of Northwestern, and Hamline University. He co-authored *Character-Based Police Officer Selection* for the United States Department of Justice and his dissertation topics include *The Influence of Higher Education on Police Officer Work Habits* and *Increasing Police Trust through Normative Alignment*.

Specialties: Government Administration, Public Safety, Criminal Justice, Higher Education, Non-Profit Boards, and Athletic Coaching

Email: Matt@centerforvalues.com
Cell: 1.651.775.3345
Website: centerforvalues.com

Professional Vitae

Matthew D. Bostrom

1000 University Avenue West, Suite 222
Saint Paul, Minnesota 55104
651-775-3345
matt@centerforvalues.com

Education

- 2017 – 2020 **Doctor of Philosophy in Criminology**
Thesis: Increasing Police Trust Through Normative Alignment
University of Oxford; Oxford, England
- 1997 - 2003 **Doctor of Public Administration**
Dissertation: The Impact of Higher Education on Police Officer Work Habits
Hamline University; Saint Paul, Minnesota
- 1993 - 1996 **Master of Education in Curriculum and Instruction**
University of Saint Thomas; Saint Paul, Minnesota
- 1990 - 1992 **Bachelor of Science in Organizational Administration**
Magna cum Laude
University of Northwestern; Saint Paul, Minnesota

Employment Experience

- 02/17 – present **President**
Center for Values-Based Initiatives, LLC
Research, development, and implementation of values-based employee recruitment, selection, training, and organizational development

Exemplar Projects

- State of Minnesota – Department of Public Safety
 - Community Policing and Character-Based Law Enforcement Initiative
- Plano (TX) Police Department
 - Increasing Police Trust Through Normative Alignment
 - Values-Based Police Officer Selection
 - Strategic Plan Development
- Los Angeles County Sheriff's Department
 - Increasing Police Trust Through Normative Alignment

Employment Experience (continued)

01/11 – 01/17

Sheriff

Ramsey County Sheriff's Office

Minnesota's first law enforcement agency established in 1849; 400 full-time employees and 500 volunteers; law enforcement services to urban community of 500,000 residents in a metropolitan area of over 2.5 million residents; full police service to seven contract communities including pretrial detention center (jail), court services, and crime prevention through educational partnerships with residents, schools, and businesses

Vision and Core Values

- Provide safety through community policing
- Restore trust through fiscal responsibility
- Collaborate with local law enforcement
- Encourage diversity to reflect the community
- Improve service through technology
- Connect with youth to build for the future

Accomplishments and Administration

- Reorganized the department to improve effectiveness and efficiency by focusing on the vision, mission, values, and beliefs
- Co-founded the Criminal Justice Coordinating Council
- Launched professional standards, comprehensive training, and diverse hiring initiatives
- Engaged with community to build relationships and prevent crime
- See numerous other accomplishments in Year at a Glance documents

11/06 – 12/10

Assistant Chief/Commander

Saint Paul Police Department

Chief of Homeland Security and Support Services Division

Homeland Security and Support Service Division: Special Events and Planning; Special Weapons and Tactics (SWAT); Emergency Management; Bomb Unit; Capital Improvement Budget; Technology Services; Records Management; Community and Volunteer Service; Crime Prevention; Fleet Management; Building Engineers (200 personnel); budget of \$10-20M

Accomplishments and Administration

- Directed 2008 Republican National Convention Security Plan (6,000 Public Safety Personnel and \$50M Budget)
- Organized Large-Scale Community Events (More than 1M Attendees)
- Coordinated City-Wide Closed-Circuit Television System
- Administered Joint Powers Agreements with 115 Agencies
- Oversaw Construction of Police Substation
- AFSCME Liaison

Employment Experience (continued)

04/06 – 11/06

Assistant Chief

Saint Paul Police Department

Chief of Operations Division

Operations Division: The City's Three Patrol Districts; City-Wide Services; Focusing Our Resources for Community Empowerment (FORCE); Emergency Communications Center (350 Personnel and \$40-50M Budget)

Accomplishments and Administration

- Administered Saint Paul Police Department's Largest Division
- Founded Certificate in Public Safety Administration Program at Hamline University Graduate School of Management
- Coordinated Emergency Communication Center Merger
- Managed 800mhz Radio System Conversion

07/04 – 03/06

Senior Commander

Saint Paul Police Department

Chief of Staff: Office of the Chief of Police

Office of the Chief: Homeland Security; Internal Affairs; Inspection; Special Investigations; Training, Personnel; Payroll; Health and Wellness; Firearms and Defensive Tactics; Employee Assistance; Background Investigations; Watch Commander

Accomplishments and Administration

Directed U.S. Department of Justice Character-Based Selection and Training Model

02/03 – 06/04

Emergency Preparedness Coordinator

Saint Paul Department of Fire and Safety Services

Coordinator: City of Saint Paul Homeland Security and Emergency Management

Accomplishments and Administration

- Developed City of Saint Paul Emergency Operations Plan
- Coordinated City of Saint Paul Homeland Security Reorganization
- Managed Emergency Operations Center
- Administered U.S. Department of Homeland Security Grant Funding for \$7.8 Million Urban Area Security Initiative

09/00 – 02/03

Commander

Saint Paul Police Department

Commander: Patrol Operations Command for Central District

Director: Training, Personnel, Payroll, and Information Technology

Watch Commander: Department Operations in Absence of Chief of Police

Employment Experience (continued)

06/99 – 09/00 Lieutenant
Saint Paul Police Department

Executive Project Manager: Multimillion-Dollar Technology Grants from Department of Justice

Accomplishments and Administration

- Developed Electronic Records Management Systems Integration
- Coordinated Patrol Laptop Computers
- Administered Wireless Hand-Held Communication Devices for Foot Patrol, Bicycle, Motorcycle Units

01/99 – 06/99 Lieutenant
Saint Paul Police Department

Director: Community and Volunteer Services

Accomplishments and Administration

- Directed Citywide Festival and Special Event Planning
- Administered Employee Assistance Program
- Managed Reserve Officer Program

08/94 – 01/99 Sergeant
Saint Paul Police Department

Supervisor: Drug Abuse Resistance Education Officers, School Liaison Officers, Bike Patrol, Central and Eastern District Patrol Shifts

08/93 – 01/94 Sergeant
Saint Paul Police Department

Investigator: Juvenile Crimes

11/82 – 08/93 Saint Paul Police Officer
Saint Paul Police Department

Patrol Officer: Patrol, Evidence Technician, D.A.R.E. Officer, Field Training Officer

Specialized Training

2008	Presidential State of the Union Address – Security Planning United States Secret Service; Washington, DC
2007	United Nations General Assembly – Security Planning New York Police Department; New York, New York
2007	Foreign Ministers Summit – Security Planning Norwegian National Police; Oslo, Norway
2007	2004 Democratic National Convention – After Action Report Police Department; Boston, Massachusetts
2007	2004 Republican National Convention – After Action Report Police Department; New York, New York
2005	Federal Bureau of Investigation – National Academy United States Department of Justice; Quantico, Virginia
2004	State of Minnesota Emergency Manager’s Certification Division of Homeland Security and Emergency Management
2003	Office of Domestic Preparedness WMD Incident Command Center for Domestic Preparedness; Anniston, Alabama
2003	Department of Homeland Security After-Action Lessons Learned Pentagon; Arlington, Virginia

International Experience

- England (Increasing Community/Police Trust Through Normative Alignment, College of Policing)
- Malaysia (Transforming the Police: Towards Ethical Policing, Kuala Lumpur)
- Israel (National Security Preparedness, Israel Police Service)
- Canada (Comparative Public Administration Studies in Ottawa, Ontario)
- Norway (Foreign Ministers’ Summit in Oslo)
- Peru (National Police Academy in Lima)
- Turkey (National Police Academy in Ankara)
- Ukraine (Internal Police Administration in Kiev)

Community Leadership

- Minnesota Character Council (Board Member)
- Caux Roundtable (Fellow)
- Drug Abuse Resistance Education (Board Member)
- Union Gospel Mission (Past President)

Teaching Experience

- 2011 – 2016 **Instructor**
Minnesota Bureau of Criminal Apprehension
Teach courses in the management certification program
- 2008 – 2016 **Adjunct Professor**
University of Northwestern – Saint Paul
Teach undergraduate level criminal justice courses
- 2005 – 2012 **Assistant Professor**
Saint Mary's University
Teach graduate level public safety administration courses
- 2003 – 2009 **Adjunct Professor**
Hamline University
Teach graduate level public administration courses and seminars

Awards and Publications

- The Influence of Higher Education of Police Officer Work Habits, *The Police Chief* (October 2005)
- Character-Based Selection and Training, *United States Department of Justice Community Oriented Policing Services* (2006)
- Preparedness Award, Association of Minnesota Emergency Managers (2009)
- Hall of Fame, Upper Eastside Football Association (2010)
- 45 Commendations Including Unit Citations, Letters of Recognition, and Ribbons for Distinguished Service
- Twice nominated as National Sheriff of the Year and both times awarded the Medal of Merit from the National Sheriffs' Association (2014, 2015)

Previous and Current Memberships

- FBI-National Academy Alumni Association (FBI-NAAA)
- International Association of Chiefs of Police (IACP)
- Latino Police Officers' Association (LPOA)
- Minnesota Asian Police Officers' Association (MNAPOA)
- Minnesota Police and Peace Officers Association (MPPOA)
- Minnesota Sheriffs' Association (MSA)
- National Sheriffs' Association (NSA)
- Police Executive Research Forum (PERF)

COMMUNITY SERVICE

- Boys Coach (Baseball, Basketball, Football)
- Girls Coach (Soccer, Softball)
- Saint Paul Police Athletic League



Invoice

TO: City Administrator – Jack Linehan
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

PROJECT: Professional Services Agreement with the City of Falcon Heights

SUBJECT: Scope of Work – Workload Analysis
Invoice No: 23003

DATE: February 15, 2023

Overview of Scope of Work (SOW) Deliverable 2

As noted in the professional service agreement, *Deliverable 2* includes:

Determine the City's current police services utilization using data from the Ramsey County Sheriff's Office, including considerations of number of responding units needed by call type, the number and frequency of outside agency assistance required, caller initiated versus officer initiated activities, effect of community policing on discretionary patrol time and the time necessary to conduct proactive police activities, and the amount of time necessary to handle police calls and activities from inception to completion.

The above work on SOW *Deliverable 2* was completed on February 15, 2023. The total fee for these services is \$7,500.

Thank you for the opportunity to serve the City of Falcon Heights.

Respectfully,

Matthew Bostrom, Ph.D.

President

Center For Values-Based Initiatives

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Meeting Date	February 22, 2023
Agenda Item	Consent G10
Attachment	Application and Resolution 23-16
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Appointment of Jake Anderson to the Planning Commission
Description	City Staff and the Planning Commission Chair have interviewed and recommend Jake Anderson for the Planning Commission. Jake Anderson is a newer resident of Falcon Heights and wants to become more active in the community. Jake has non-profit experience with affordable housing and his ideas and skillset will be valuable in helping to guide the future development of Falcon Heights.
Budget Impact	N/A
Attachment(s)	• Commission Application • Resolution 23-16 Appointment of Jake Anderson to the Planning Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Jake Anderson to the Planning Commission.

From: Falcon Heights, MN
Sent: Thursday, January 26, 2023 9:45 AM
To: FH Mail
Subject: *NEW SUBMISSION* City Commission Application

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

City Commission Application

Submission #: 2207984
IP Address: 75.146.163.137
Submission Date: 01/26/2023 9:45
Survey Time: 24 minutes, 34 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

01/26/2023 12:00 AM

Full Name

Jake Anderson

Full Address

1700 Albert Street North

How Long At Above Address?

2 Years

In Which Capacity Would You Like to Serve?

City Planning Commission

What is the Reason You Would Like to Serve?

While there are many reasons that I wish to serve, three in particular drive my decision to apply. 1) To learn more about my new city that I have come to love. 2) I have a 4 year old daughter and a son on the way who will soon be attending Falcon Heights Elementary. I wish to model my believe in the strong commitment to public service. 3) To build community with community. I believe that land use is essential in creating an inclusive and thriving neighborhood.

List Prior (Previous) Public Service

While I have worked in several different capacities in the non-profit sector including the arts and affordable housing, this would be my first position in public service.

Other Relevant Background (Other Comments)

I currently serve as a fundraiser for Project for Pride in Living, an affordable housing and career training non-profit.

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**

February 22, 2023

No. 23-16

RESOLUTION APPOINTING JAKE ANDERSON TO THE PLANNING COMMISSION

WHEREAS, the Planning Commission shall be the municipal planning agency authorized by Minnesota Statutes § 462.354, subd. 1;

WHEREAS, the Planning Commission serves in an advisory capacity to the City Council on all policy matters relating to City planning, zoning, and land use;

WHEREAS, City Staff and Commission Chair have interviewed, and the Mayor has reviewed, Jake Anderson's application and recommend appointment to the Falcon Heights Planning Commission.

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

1. That the appointment of Jake Anderson to the Falcon Heights Planning 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
LEEHY
MEYER _____ Against
WEHYEE
WASSENBERG

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	February 22, 2023
Agenda Item	Consent G11
Attachment	Application and Resolution 23-17
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Appointment of Jared Mehlhaff to the Environment Commission
Description	City Staff and the Environment Commission Chair have interviewed and recommend Jared Mehlhaff for the Environment Commission. Jared Mehlhaff is a newer resident of Falcon Heights and wants to help shape future projects in the commission. Jake has state government and data processing experience and his ideas and skillset will be valuable in helping to assess and advise on policy related to environmental concerns facing Falcon Heights.
Budget Impact	N/A
Attachment(s)	• Commission Application • Resolution 23-17 Appointment of Jared Mehlhaff to the Environment Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Jared Mehlhaff to the Environment Commission.

From: Falcon Heights, MN
Sent: Friday, January 13, 2023 2:07 PM
To: FH Mail
Subject: *NEW SUBMISSION* City Commission Application

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

City Commission Application

Submission #: 2184705
IP Address: 66.41.133.97
Submission Date: 01/13/2023 2:06
Survey Time: 19 minutes, 39 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

01/13/2023 02:07 PM

Full Name

Jared Mehlhaff

Full Address

1770 Simpson St.

How Long At Above Address?

1.5 years

In Which Capacity Would You Like to Serve?

Research, data collection, and data analysis are my specialties that I have 10+ years of experience in and where I could be the most useful and helpful.

What is the Reason You Would Like to Serve?

My area of expertise could be helpful in gathering information and performing any analysis that could help shape future projects in the commission. I can also advise on technology-related aspects to the commission.

List Prior (Previous) Public Service

Currently working as a data analyst for the Department of Human Services Office of Inspector General. Took part in a research competition on water quality in the metro area where we collected data from various departments, researched methodology, and finally presented this to a large group of data experts from the community where my partner and I achieved first place in the graduate division. (link: <http://minneanalytics.org/diving-into-water-data-the-outcomes-of-minnemudac/>)

Other Relevant Background (Other Comments)

Bachelor of Science in Economics, Masters of Science in Data Analysis; 10+ years of research, data collection, coding, data analysis, and data science in manufacturing, education, and human services. Mentored young students through the Minds Matter program in the Twin Cities. LinkedIn Page: <https://www.linkedin.com/in/jared-mehlhaff-2881a494/>

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**

February 22, 2023

No. 23-17

**RESOLUTION APPOINTING JARED MEHLHAFF TO THE ENVIRONMENT
COMMISSION**

WHEREAS, the Environment Commission serves in an advisory capacity to the City Council on all policy matters relating to energy use, air quality, recreation and aesthetic appreciation, green infrastructure, water, solid waste, and environmental education;

WHEREAS, City Staff and Commission Chair have interviewed Jared Mehlhaff and recommend appointment to the Falcon Heights Environment Commission.

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

1. That the appointment of Jared Mehlhaff to the Falcon Heights Environment Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON
LEEHY
MEYER
WEHYEE
WASSENBERG

_____ In Favor
_____ Against

Attested by: _____

Jack Linehan
City Administrator

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Meeting Date	February 22, 2023
Agenda Item	Policy H1
Attachment(s)	• Resolution 23-18 • Valbridge Appraisal Letter • Diversified Real Estate Services, Inc. Appraisal
Submitted By	Jack Linehan, City Administrator

Item	Approval of Acquisition of Community Park Property – 2050 Roselawn Avenue
Description	The City of Falcon Heights has leased the Community Park property from the University of Minnesota since 1973 for a nominal cost of \$1 per lease renewal. The current lease agreement is set to expire December 31, 2024. As the park building has been in need of a major renovation, the City and the U of M have been working together on the sale of the park property. The U of M and the City of Falcon Heights each hired a commercial appraisal firm to determine the value of the park property. The two appraisals ranged from a fee simple valuation of \$1.25 to \$2 per square foot, or \$790,000 to \$1,260,000. The City's initial offer for the property was rejected by the University. Both parties settled on a sale price of \$1.625 per square foot, or the average of the two appraisals. As part of the sale negotiations, it was determined that the 14.5 acre parcel was closer to 15.6 acres, which increased the total estimated sale price to \$1,107,127.00. The actual square footage and total sale price will be determined by the final ALTA survey conducted on the property. The City additionally will pay all closing costs associated with the sale. The U of M Board of Regents authorized the sale on February 10th By approving this resolution, it will allow the City Administrator to work with the City Attorney to finalize the sale. The next step in the process is a public hearing at the February 28th Planning Commission meeting to subdivide the property, which the sale is contingent upon. If the subdivision is approved, the City Council will need to ratify the subdivision at a March meeting. The U of M and the City are working towards a March/ April close on the property. Included in the sale agreement and resolution is the legal description of the property. Landform LLC, who was hired in January to conduct an ALTA survey of the property, is expecting delivery of the updated legal description

	early the week of February 20 th . The resolution will be updated with the final legal description once received.
Budget Impact	Included in the capital budget is \$1.5 million for the acquisition and sitework required at Community Park. The City has been carefully saving for this acquisition for years.
Attachment(s)	• Resolution 23-18 • Valbridge Appraisal Letter • Diversified Real Estate Services, Inc. Appraisal
Action(s) Requested	Staff recommend approval of attached resolution and authorize the City Administrator, Mayor and City Attorney to execute all necessary documents in the facilitation of the real property acquisition.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 22, 2023

No. 23-18

**RESOLUTION APPROVING ACQUISITION OF REAL PROPERTY FROM THE
UNIVERSITY OF MINNESOTA**

WHEREAS, the City currently leases property from the University of Minnesota for the city park known as Community Park;

WHEREAS, the City proposes to enter into a Purchase Agreement (“Agreement”) with the University of Minnesota for the purchase of property that it currently leases for the Community Park together with additional real property legally described in Exhibit A attached hereto (“Property”);

WHEREAS, the City has received and reviewed the proposed Agreement for the acquisition of the Property to be entered into by and between the City and the University of Minnesota;

WHEREAS, the Planning Commission has reviewed the proposed acquisition of the Property at its regular meeting on October 26, 2022 and has found that such acquisition is in conformance with the City’s Comprehensive Plan as supported in Resolution 22-49;

WHEREAS, the City Council finds that the acquisition of the Property is in the public’s interest and furthers the aims and purposes of the City.

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

1. The Agreement is hereby approved.
2. The City Attorney and City staff are authorized to finalize all documents necessary to complete the acquisition of the Property.
3. The Mayor and City Administrator are authorized to execute any and all documents necessary and required under the terms of the Agreement to effect the acquisition of the Property.

ADOPTED by the Falcon Heights City Council on February 22, 2023.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
MEYER
LEEHY
WEHYEE
WASSENBERG

_____ In Favor
_____ Against

Attested by: _____
Jack Linehan
City Administrator

Exhibit A

Legal Description of Property

The North 940.00 feet of the West Forty three and 1/3 rods of the West half of the Southwest Quarter of Section Sixteen (16) of Township Twenty-nine (29), Range Twenty-three (23), Ramsey County, Minnesota.



255 E. Kellogg Boulevard, Ste. 102A
St. Paul, Minnesota 55101
valbridge.com

Nathan Hansen
651-370-1475
nhansen@valbridge.com

October 20, 2021

Kelley Brandt
Director: Transactions and Operations, CCIM
University of Minnesota
319 15th Avenue Southeast
Minneapolis, MN 55455

RE: Addendum to Restricted Use Appraisal Report to Reflect Undevelopable Condition
Land Parcel
2050 Roselawn Avenue West
Falcon Heights, Ramsey County, MN 55108

Dear Kelley Brandt:

In a report dated September 15, 2021, we completed a restricted appraisal of the Land Parcel located at 2050 Roselawn Avenue West, Falcon Heights, Ramsey County, MN 55108. The purpose of the appraisal was to estimate the 'as-is' market value and market ground rent of the subject property. The client and intended user for the assignment was University of Minnesota. This letter is considered an addendum to the noted report and is intended to be used only in conjunction with the report. This letter is deemed invalid without the original report.

The purpose of this letter is to consider the value of the subject property under the condition that the future use of the property is to be continued park usage. To develop our opinion of value under this condition, we analyzed comparable sales of land that is unusable for development, or with significant barriers to development. We analyzed 5 sales of land that fit this criterion within the subject market, the details of which are retained in our workfile. The comparable land sale parcels ranged in size from 0.48 to 2.55 acres, with prices ranging from \$1.08 to \$2.21 per square foot. Given the subject's relatively large size compared to these sales, it is our opinion that a value for the subject near the bottom of the range is appropriate. Given the data points and considering the characteristics of the subject property, **our opinion of value under this condition is \$1.25 per square foot of land, or \$790,000 (rounded), which is equivalent to 6.25% of the subject's market value.**

This appraisal is subject to the same assumptions and limiting conditions as the original appraisal.

Valbridge Property Advisors | Minneapolis – St. Paul

A handwritten signature in blue ink, appearing to read "Brian Ambuel".

Brian Ambuel
Associate Appraiser
MN Appraiser Trainee 40629616

A handwritten signature in blue ink, appearing to read "Nathan Hansen".

Nathan Hansen
Managing Director
MN Certified General 20302614

**Real Estate Appraisal
Presented in a Restricted Report Format
Which Estimates the Market Value Of The
Fee Simple Interest In the
FALCON HEIGHTS COMMUNITY PARK
Located at 2050 Roselawn Avenue West
Falcon Heights, Minnesota 55113**



Diversified Real Estate Services, Inc.

DRESI File #: 22145

Date Report Was Completed: June 30, 2022

Date of Physical Inspection: June 17, 2022

Effective Date of Appraisal: June 17, 2022

Prepared For
Mr. Jack Linehan
City Administrator
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113

Prepared By
DIVERSIFIED REAL ESTATE SERVICES, INC.
Ryan L. Bauer, MAI, MN-20318393
Timothy L. Klein, MAI, MN-20584809



Diversified Real Estate Services, Inc.

June 30, 2022

Mr. Jack Linehan
City Administrator
City of Falcon Heights
2077 West Larpentour Avenue
Falcon Heights, Minnesota 55113

Re: Real estate appraisal presented in a restricted report format which estimates the market value of the fee simple interest in the 14.50-acre Falcon Heights Community Park located at 2050 Roselawn Avenue West, Falcon Heights, Minnesota 55113.

Dear Mr. Linehan:

As requested, we have prepared a market value real estate appraisal presented in a restricted report format. The Falcon Heights Community Park consists of 14.50 acres and is currently part of a larger 40.55-acre parcel of land, which is owned by the University of Minnesota. The City of Falcon Heights has been leasing the 14.50-acre site from the University of Minnesota since December 31, 1973 for use as a park. The rental rate is \$1.00 per year. Per the lease agreement, the term of the lease is for one year with automatic one year renewals ending on December 31, 2024. The lease allows either party to terminate the lease for any reason on any December 31st during the term upon not less than 1 year prior written notice to the other party. All on-site improvements are the property of the City of Falcon Heights. The City of Falcon Heights is interested in acquiring the site from the University of Minnesota at market value for continued use as a community park. As a result, the purpose of this appraisal is to estimate the as is fee simple market value of the subject 14.50-acre site.

The subject property was inspected on June 17, 2022, which is the effective valuation date. The scope of work used in completing this appraisal is also summarized in the attached report.

Based upon an inspection of the property and the careful consideration of the factors which influence market value, it is our opinion that the subject property has the following as is fee simple market value as of the effective valuation date on June 17, 2022.

AS IS FEE SIMPLE MARKET VALUE CONCLUSION AS OF JUNE 17, 2022	
ONE MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS.....	\$1,260,000

No personal property, fixtures, or intangible items that are not real property were included in the opinion of market value.

The exposure time and marketing time are estimated to be 18 months or less.

It should be noted that this letter of transmittal does not qualify as an appraisal, and the reader is directed to the following report for the supporting data, analyses, and conclusions which support the value estimate. **This appraisal report is contingent upon the assumptions and limiting conditions submitted within this report. The reader should note the following extraordinary assumptions and hypothetical conditions, and that their use may have an effect on the assignment's results.**

Extraordinary Assumptions

1. As of the date of inspection, the subject site was part of a larger tract of land containing 40.55 acres. According to the lease agreement provided between the University of Minnesota and the City of Falcon Heights, the Falcon Heights Community Park has a land area of 14.50 acres or approximately 631,620 square feet. If the subject site area is found to be different than 14.50 acres, the market value conclusion set forth in this appraisal report may be subject to change.
2. According to the lease agreement, the subject on-site improvements are considered to be the property of Falcon Heights. At the request of the client, only the underlying land value for the subject 14.50-acre site is considered. The on-site improvements are not considered in the valuation analysis. If the on-site improvements are to be considered, the market value conclusion may be subject to change.
3. The market value conclusion set forth in this appraisal report assumes that the cost to subdivide the subject 14.50-acre site from the larger 40.55-acre site will not exceed \$5,000. If the cost to legally subdivide the subject 14.50-acre site from the larger 40.55-acre site is found to be significantly different, the market value conclusion set forth in this appraisal report may be subject to change.

Hypothetical Conditions

The market value conclusion set forth in this appraisal report does not rely upon any hypothetical conditions.

This appraisal report has been prepared in compliance with the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute and is specifically intended to meet the requirements of the *Uniform Standards of Professional Appraisal Practice* (USPAP), OCC 12, Part 34, Appraisal Standards.

It should be noted that this appraisal assignment was not based on a requested minimum valuation or the approval of a loan.

Information in this report was gathered from sources believed to be reliable, but it is not guaranteed. Possession of this report, or a copy thereof, does not carry with it the right of publication nor may it be used for any purpose except that for which it was requested without previous written consent of the appraiser and, in any event, only with the proper qualifications.

City of Falcon Heights
June 30, 2022
Page Two

Please contact us if there are any questions after reading this appraisal report.

DIVERSIFIED REAL ESTATE SERVICES, INC.

DIVERSIFIED REAL ESTATE SERVICES, INC.

Ryan L. Bauer, MAI
MN Certified General Real Property
Appraiser License #20318393

Timothy L. Klein, MAI
MN Certified General Real Property
Appraiser License #20584809

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the subject property and no personal interest with respect to the parties involved.
- Ryan L. Bauer, MAI, and Timothy L. Klein, MAI, have not performed services as appraisers, or in any other capacity, regarding the subject property within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the subject property or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Appraisal Institute's *Code of Professional Ethics & Standards of Professional Appraisal Practice*, which include the *Uniform Standards of Professional Appraisal Practice*.
- Ryan L. Bauer, MAI, inspected the subject property on June 17, 2022. Timothy L. Klein, MAI, did not inspect the subject property.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Ryan L. Bauer, MAI, and Timothy L. Klein, MAI, completed the continuing education program for Designated Members of the Appraisal Institute.
- Ryan L. Bauer, MAI, and Timothy L. Vergin, MAI, certify that they have the appropriate knowledge and experience to complete the appraisal assignment. The appraisers have completed numerous appraisals of similar properties and are familiar with the subject market and geographical area. Therefore, the appraisers certify competency with regards to this assignment.

Ryan L. Bauer, MAI
MN Certified General Real Property
Appraiser License #20318393

Timothy L. Klein, MAI
MN Certified General Real Property
Appraiser License #20584809

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ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following assumptions and limiting conditions:

1. No responsibility is assumed for legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. This includes, but is not limited to, mold within a building. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
9. It is assumed that the utilization for the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
10. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
11. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualifications and only in its entirety.
12. The appraiser herein by reason of this appraisal is not required to give further consulting, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
13. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

ASSUMPTIONS AND LIMITING CONDITIONS

14. Unless otherwise noted in this report, no adverse environmental conditions were observed by the appraiser. This appraisal assumes there are no environmental hazards or pollutants existing either in the buildings or in the soil. The cost to cure any environmental contaminants has not been considered in this appraisal report. We have not been provided with an environmental assessment of the property and therefore, we have no knowledge of any environmental hazards.
15. We have not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the Americans with Disabilities Act (ADA) of January 26, 1992. It is possible that a compliance survey of the property could reveal that the property is not in compliance with ADA. If so, this fact could have an effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider noncompliance with the requirements of ADA in estimating the value of the property. Should any ADA suits be filed against the property, the value set forth in this appraisal may be subject to change.
16. The appraisal assumes that all existing, pending, or potential levied special assessments, as well as any delinquent taxes, are paid in full.
17. Unless otherwise stated, this appraisal report does not consider any possible impact on the market value of the subject property resulting from any potential condemnation proceedings being brought forth through the eminent domain process. This includes, but is not limited to, any pending condemnation and/or any rumor or speculation of condemnation. Should the property be subject to any condemnation or speculation thereof, the valuation indications set forth in this appraisal may be subject to change.

Extraordinary Assumptions

An extraordinary assumption is defined by the *Uniform Standards of Professional Appraisal Practice* (2020-2021 Edition, The Appraisal Foundation, page 4) as:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

1. As of the date of inspection, the subject site was part of a larger tract of land containing 40.55 acres. According to the lease agreement provided between the University of Minnesota and the City of Falcon Heights, the Falcon Heights Community Park has a land area of 14.50 acres or approximately 631,620 square feet. If the subject site area is found to be different than 14.50 acres, the market value conclusion set forth in this appraisal report may be subject to change.
2. According to the lease agreement, the subject on-site improvements are considered to be the property of Falcon Heights. At the request of the client, only the underlying land value for the subject 14.50-acre site is considered. The on-site improvements are not considered in the valuation analysis. If the on-site improvements are to be considered, the market value conclusion may be subject to change.
3. The market value conclusion set forth in this appraisal report assumes that the cost to subdivide the subject 14.50-acre site from the larger 40.55-acre site will not exceed \$5,000. If the cost to legally subdivide the subject 14.50-acre site from the larger 40.55-acre site is found to be significantly different, the market value conclusion set forth in this appraisal report may be subject to change.

Hypothetical Conditions

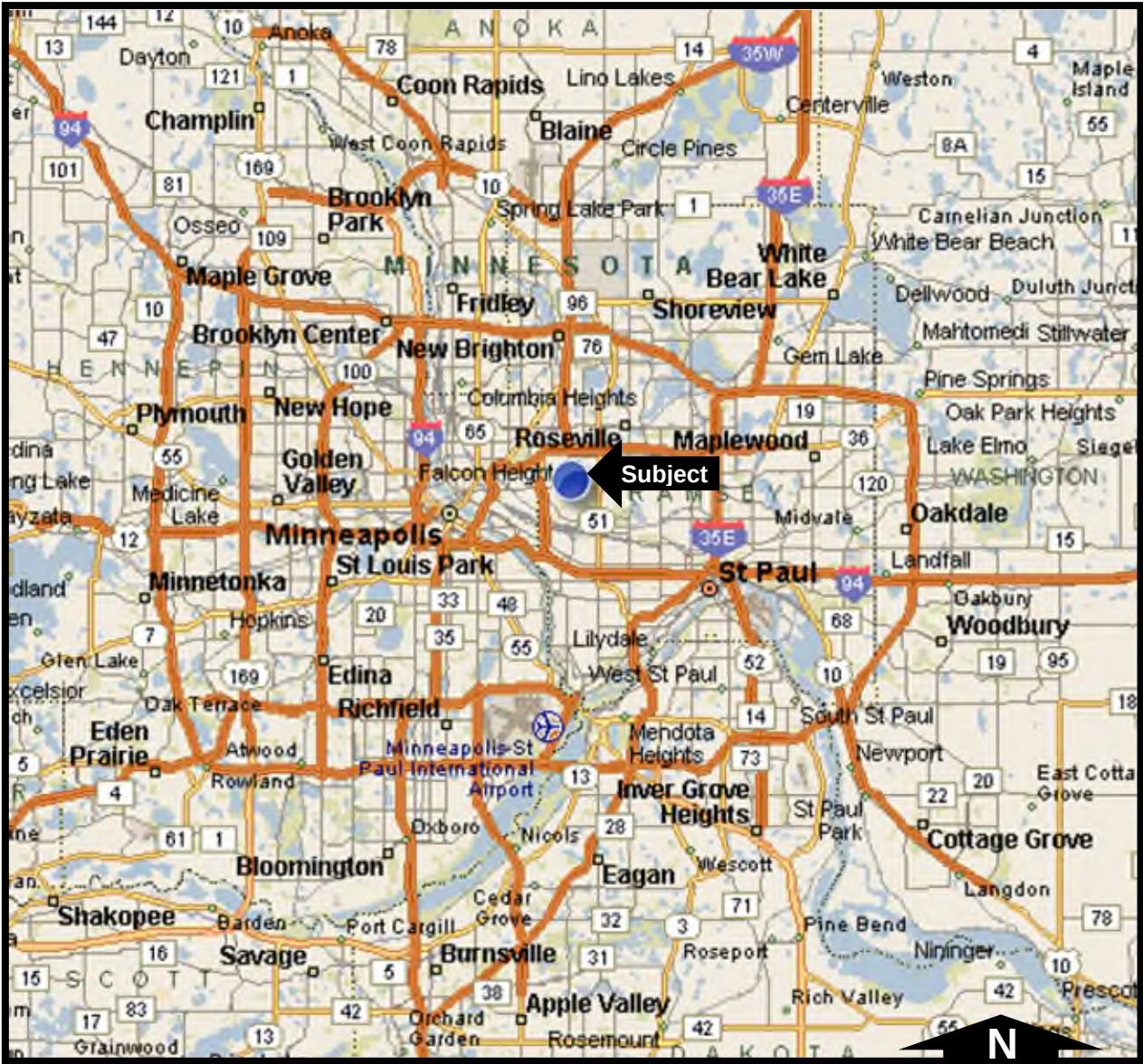
A hypothetical condition is defined by the *Uniform Standards of Professional Appraisal Practice* (2020-2021 Edition, The Appraisal Foundation, page 4) as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

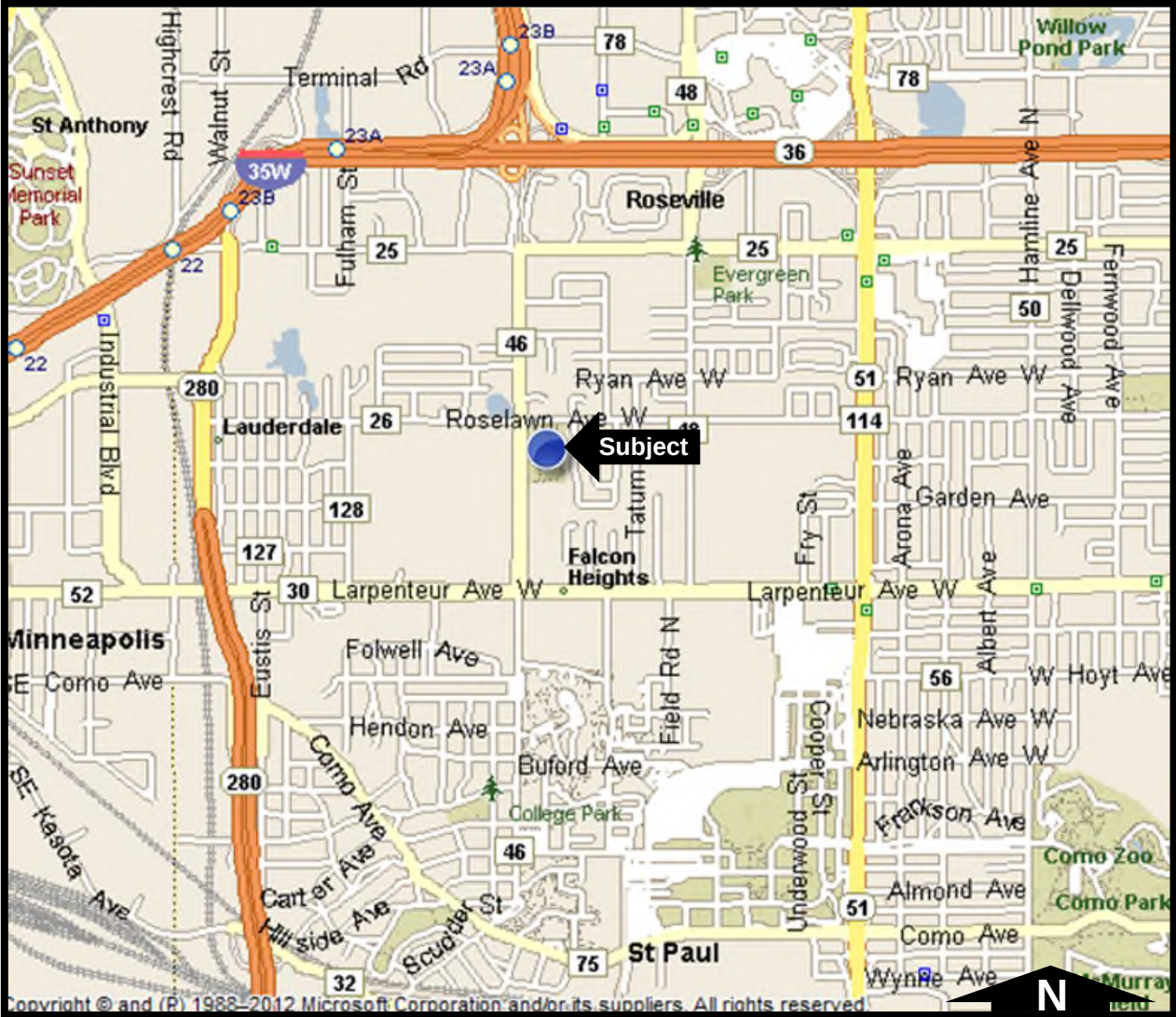
The market value conclusion set forth in this appraisal report does not rely upon any hypothetical conditions.



MINNESOTA STATE MAP



REGIONAL MAP



AREA MAP



AERIAL PHOTOGRAPH PROVIDED BY GOOGLE EARTH



**SOUTH VIEW OF SUBJECT PROPERTY AS SEEN FROM ROSELAWN AVENUE
WEST**



VIEW OF THE COMMUNITY GARDEN



VIEW OF THE TENNIS COURTS



VIEW OF THE BASKETBALL COURTS



VIEW OF THE BASEBALL FIELD



VIEW OF THE SOCCER FIELD



VIEW OF THE PLAYGROUND

Additional photographs are located in the Addenda.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

SALIENT FACTS

Property Name/Type: Falcon Heights Community Park

Property Address: 2050 Roselawn Avenue West, Falcon Heights, Minnesota 55113

PID Numbers: Part of 16-29-23-32-0057

Legal Description: Per the lease agreement, the legal description for the subject property is as follows:

The North 925 feet of that part of the SW ¼ Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways, consisting of about 14.5 acres, more or less.

Date of Value Estimate: June 17, 2022

Date of Inspection: June 17, 2022

Property Owner: University of Minnesota

Value Appraised: As Is Market Value

Property Rights Appraised: Fee Simple Interest

Marketing and Exposure Time: For the subject, a marketing and exposure time of 18 months or less is considered to be reasonable.

AEMV and Real Estate Taxes: The subject 14.50-acre site is part of a larger 40.55-acre (1,766,392 sf) tract of land owned by the University of Minnesota. The 40.55-acre property is tax exempt. The assessor's estimate of market value for taxes payable in 2022 (as set on January 2, 2021) for the 40.55-acre property is as follows:

Payable 2022 AEMV (as set on 1/2/21)

Land:	\$12,364,700
Improvements:	\$ 154,300
Total:	\$12,519,000

The assessor's estimate of market value for taxes payable in 2023 (as set on January 2, 2022) for the 40.55-acre property is as follows:

Payable 2023 AEMV (as set on 1/2/22)

Land:	\$12,364,700
Improvements:	\$ 790,800
Total:	\$13,155,500

The assessor's estimate of market value for the 40.55 acres of land only for both years is \$12,364,700 or \$7.00 per square foot.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

History:

The subject property is part of a larger 40.55-acre tract of land owned by the University of Minnesota. The City of Falcon Heights has been leasing the 14.50-acre subject site from the University of Minnesota since December 31, 1973 for use as a community park. The rental rate is \$1.00 per year. Per the lease agreement, the term of the lease is for one year with automatic one year renewals ending on December 31, 2024. The lease allows either party to terminate the lease for any reason on any December 31st during the term upon not less than 1 year prior written notice to the other party. All on-site improvements are the property of the City of Falcon Heights.

The City of Falcon Heights is interested in acquiring the site from the University of Minnesota at market value for continued use as a community park.

The subject property has not sold in the past three years and is currently not pending sale nor listed for sale.

Property Description:

The subject property consists of the 14.50-acre Falcon Heights Community Park located at 2050 Roselawn Avenue West in Falcon Heights, Minnesota. The site is rectangular in shape and is located in the southeast corner of the intersection of Roselawn Avenue West and Cleveland Avenue North. The topography of the site is generally level to rolling with a small pond located in the southwest corner of the site. Access to the site is provided by two curb cuts off Roselawn Avenue West. All municipal utilities are readily available to the site.

The subject site is improved with a 60-stall parking lot, a warming house, a community garden, playground equipment, walking trails, tennis courts, basketball courts, a baseball field, and a soccer field. Improvements on the site are owned by the City of Falcon Heights. The warming house is reportedly in poor condition and the City of Falcon Heights intends to eventually renovate the building.

Zoning:

The subject property is zoned P1/R1 – Public Land, Reverts to Single Family.

In general, all public (city, state, school district, state fair, University of Minnesota, and other) land owned and operated for public purposes is zoned for what may be the most appropriate private use should the land be sold, or otherwise transferred from public ownership and/or use.

According to the City of Falcon Heights, the subject 14.50-acre site will continued to be used as the Falcon Heights Community Park and as a result, no other uses are permitted at this time.

Census Tract Number:

#0419.00

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Flood Plain Status: According to the National Insurance Rate Map Community Panel number 27123C 0085 G, dated June 4, 2010, the subject property is located in Flood Zone X. Flood Zone X is described as an area outside the 100- and 500-year flood plain.

Highest and Best Use: As vacant: The highest and best use of the subject site as though vacant is for its current use as a park.

As Is Fee Simple Market Valuation Summary as of June 17, 2022

Cost Approach:	Not Applied
Sales Comparison Approach:	\$1,260,000
Income Capitalization Approach:	Not Applied

AS IS FEE SIMPLE MARKET VALUE CONCLUSION AS OF JUNE 17, 2022	
ONE MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS.....	\$1,260,000

According to the *Uniform Standards of Professional Appraisal Practice*, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser must identify and consider:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

SCOPE OF WORK

Client:	The City of Falcon Heights
Intended User(s):	The City of Falcon Heights
Intended Use:	Potential acquisition
Effective Date of Value:	June 17, 2022
Type of Value:	Market value as defined in this report.
Interest Appraised:	Fee Simple
USPAP Compliance:	This appraisal conforms to the <i>Uniform Standards of Professional Appraisal Practice</i> as set forth by the Appraisal Foundation.
Type of Appraisal Report	Restricted report format in accordance with the <i>Uniform Standards of Professional Appraisal Practice</i> Standard Rule 2-2. Per USPAP, a Restricted Report format limits the use of this report to the client as the rationale used in arriving at the opinions and conclusions set forth in this report may not be understood properly without additional information contained in the appraisers' work file.
Competency Rule:	Ryan L. Bauer, MAI, and Timothy L. Klein, MAI, certify that they have the appropriate knowledge and experience to complete this appraisal assignment competently. The appraisers have extensive real estate appraisal background in both education and practical appraisal experience and have appraised numerous similar properties. In addition, the appraisers are familiar with the subject market and geographical area. Therefore, the appraisers certify competency in regard to this assignment.
Property Identification:	The subject property has been identified by its street address and legal description. The on-site improvements are considered to be the property of the City of Falcon Heights and as requested have not been considered in the valuation analysis.

Inspection: The subject property was inspected by Ryan L. Bauer, MAI, on June 17, 2022. An inspection of the neighborhood and surrounding market was also completed at that time. Photographs taken during the inspection are included in the addenda of this report. Timothy L. Klein, MAI, did not inspect the subject property.

Market Area/Market Conditions: The market area and the market conditions which influence the market area were researched and documented throughout this report.

Highest and Best Use Analysis: The highest and best use as vacant was completed for the subject property. Physically possible, legally permissible, and financially feasible uses were considered, and the maximally productive use was concluded.

All of the exhibits, photographs, and contents of this appraisal report are the original work of Diversified Real Estate Services, Inc. unless otherwise stated.

Approaches Used In the Valuation Analysis

In appraisal practice, an approach to value is typically included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. The three traditional approaches to value include the Cost Approach, the Sales Comparison Approach, and the Income Approach. As the subject of this appraisal is essentially vacant land, only the Sales Comparison Approach was completed.

The scope of this appraisal assignment has not been limited other than by the assumptions and limiting conditions presented herein. Our findings are presented in a restricted report, which by definition has limited detail regarding our conclusions.

PROPERTY RIGHTS APPRAISED

The subject property is encumbered by a lease agreement. The lease term is only for one year expiring on December 31, 2022. The tenant (the City of Falcon Heights) is interested in acquiring the site in fee. As a result, the fee simple interest is appraised. The fee simple estate as defined in The Dictionary of Real Estate Appraisal, Seventh Edition, is as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Page 73)

The Dictionary of Real Estate Appraisal, Seventh Edition, (Pages 118-119), has several definitions of market value. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States.

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994).

The Sales Comparison Approach to value technique is a method which can be used to estimate the market value of a property by making a comparative study of recent sales or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties which have similar utility to that of the subject property.

The systematic procedure for applying the sales comparison approach as laid out in the 15th Edition of The Appraisal of Real Estate, published by the Appraisal Institute, (page 355), is as follows:

1. Research the competitive market for information on properties that are similar to the property being appraised and that have been sold recently, or were listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.
2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the properties such as buyer and seller motivations, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.
3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit, price per lot or proposed lot, price per room) and develop a comparative analysis for each unit. The goal is to define and identify a unit of comparison that explains or mirrors market behavior.
4. Look for differences between the comparables being considered and the subject property using all appropriate elements of comparison. Then adjust the price of each comparable, reflecting how it differs to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, an appraiser should be concerned about comparability and the wisdom of relying on that comparable as a basis for comparison.
5. Reconcile the various value indicators produced from the analysis of comparables into a value indication from the sales comparison approach. A value can be expressed a single point estimate, as a range of values, or in terms of a relationship (e.g., more or less than a given amount).

As discussed throughout this report, the subject property is a 14.50-acre site which is currently part of a larger 40.55-acre tract of land owned by the University of Minnesota. The 14.50-acre subject site is leased to the City of Falcon Heights for use as a community park. The lease is short term in nature and the City of Falcon Heights is interested in acquiring the 14.50-acre site in fee for continued use as a community park. The site is zoned P1, Public Land and the highest and best use of the site is for its continued use as a park. Per the lease agreement, the on-site improvements are the property of the City of Falcon Heights. As a result, this Sales Comparison Approach does not consider any on-site improvements and only considers the underlying 14.50 acres of land guided for a park use.

When researching comparable sales, we have focused on land sales which were purchased for use as a park. These sales are rare and are most often acquired by government entities, which are the primary buyers of parkland. Methods used for finding comparable sales include our in house database, shared appraiser databases, county records, and the eCRV data base provided by the Minnesota Department of Revenue. The eCRV database allows users to filter sales based upon the type of land use (such as a park) and contains records going back to October 2014. Based upon our research, there have been very few parkland sales in recent years which are considered to be similar to the subject. The comparables which are considered to be most similar to the subject are slightly dated, but are the best indicators of market value for the subject site. The comparable land sales used in this analysis are considered to be the best comparable sales as of the completion date of this report, keeping in mind the highest and best use of the subject site.

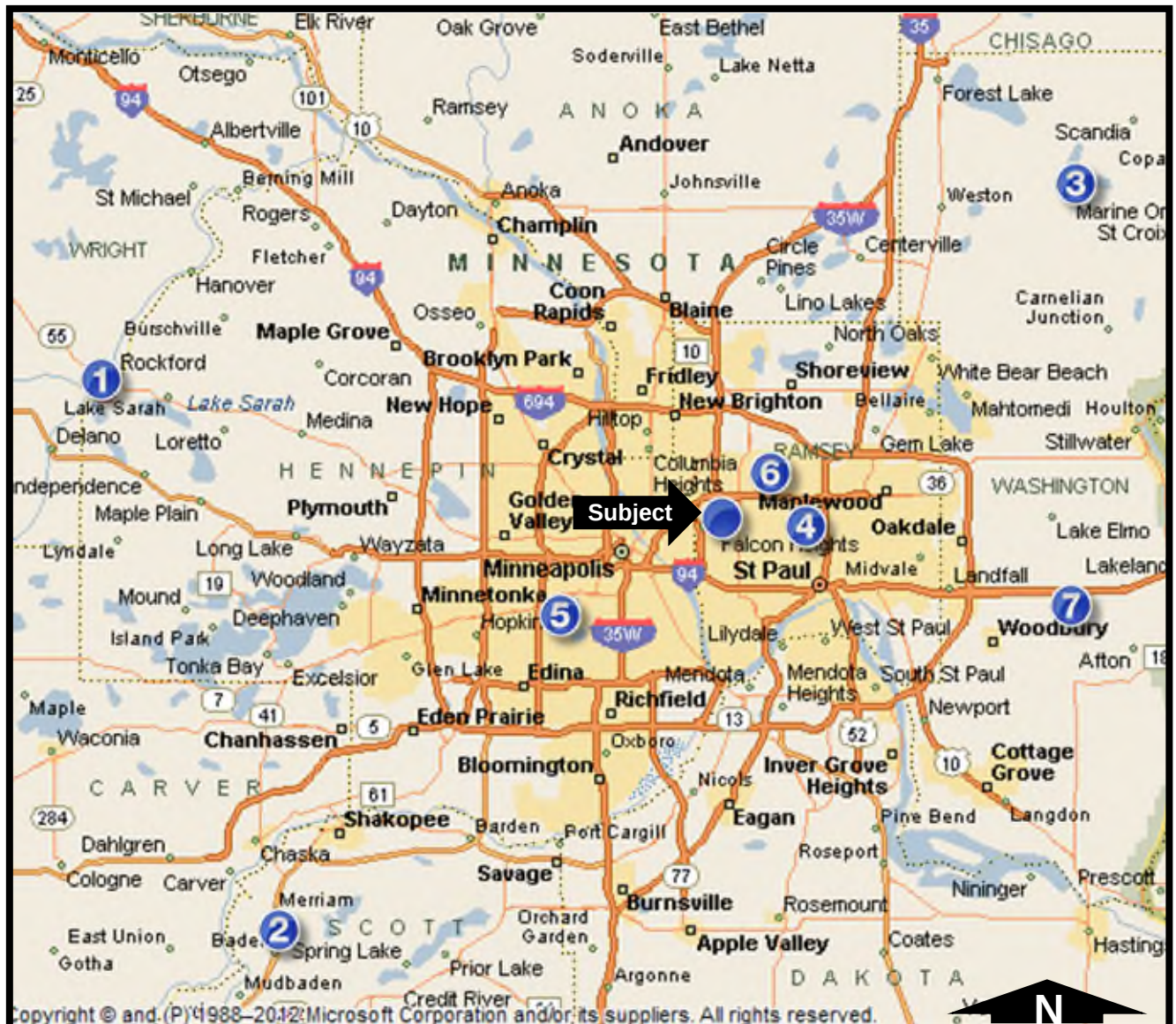
The following Sales Comparison Approach for the subject property consists of a factual summary chart outlining characteristics of the comparable sales and the subject property, a location map reflecting the location of the comparable sales and the subject property, write-ups of each of the comparable sales, a brief summary of the adjustments made in the analysis, and a chart which illustrates the adjustments and how they have been applied.

The following page sets forth the factual summary chart.

Factual Summary Chart

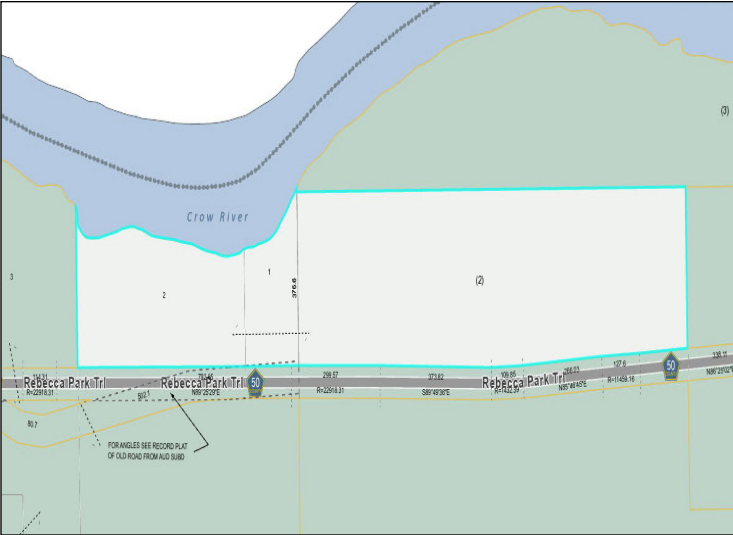
COMPARABLE PARK LAND SALES FACTUAL SUMMARY CHART									
No.	Site Location	Sale Date		Sale Price	Site Area		Price PSF	Zoning	Comments
		Month	Year						
1	Parkland 8680 Rebecca Park Trail Rockford, MN	11	2020	\$720,000	Square Feet	659,680	\$1.09	Park	The site was purchased by Three Rivers Park District with the intend to preserve the land for park use. Some on-site improvements.
					Acres	15.14			
2	Sever's Fall and Winter Festival 3121 West 150th Street Shakopee, MN	4	2019	\$2,058,000	Square Feet	2,613,600	\$0.79	Urban Business Resereve	The buyer agreed to continue to use the site for the location of the Sever's Fall and Winter Festival.
					Acres	60.00			
3	Regional Park 18135 Margo Avenue North Scandia, Minnesota	6	2018	\$571,000	Square Feet	363,129	\$1.57	General Rural	The site was purchased for the inclusion into a regional park. Approximately 1.25 acres or 15% of the site is wetlands.
					Acres	8.34			
4	Unity Park 1716 Marion Street Roseville, MN	10	2016	\$60,000	Square Feet	29,600	\$2.03	Parks and Open Space	The site was purchased for use as a neighborhood park.
					Acres	0.68			
5	Weber Woods Park 3940 France Ave. S. St. Louis Park and Edina, MN	6	2016	\$1,681,813	Square Feet	623,010	\$2.70	R-1	The City of Minneapolis sold Weber Woods Park in two separate simultaneous transactions to the Cities of Edina and St. Louis Park for continued use as a park.
					Acres	14.30			
6	Owasso Ballfields 2659 Victoria Street North Roseville, MN	4	2016	\$875,000	Square Feet	183,187	\$4.78	Parks and Open Space	The site was purchased for use as the Owasso Ballfields.
					Acres	4.21			
7	Prairie Ridge Park XXXX Manning Avenue South Woodbury, MN	4	2010	\$3,518,812	Square Feet	2,857,536	\$1.23	BCD	The site was purchased for use as parkland. Approximately 1 acre or approximatley 2% of the site area is wetlands.
					Acres	65.60			
Subject	Falcon Heights Community Park 2050 Roselawn Avenue West Falcon Heights, MN	6	2022	--	Square Feet	631,620	--	Public Land	The site is used as a community park. Approximately 1 acre of 7% of the site area is wetlands.
					Acres	14.50			

Location Map



COMPARABLE PROPERTY SALES LOCATION MAP

**COMPARABLE SALE WRITE-UPS
(7 Pages)**



Location/Property Type

Type Of Land Use	Parkland	Property ID#	3211924220002
Intended Use	Parkland		
Address	8680 Rebecca Trail		
City, State	Rockford, Minnesota		

Physical/Site Information

Zoning	Park
Utility Access	Not Available
Soil Conditions	Assumed Stable
Topography	Generally Level to Rolling
Site Area (SF)	659,680
Site Area (Acres)	15.14

Sales Information

Sale Date	November 2, 2020
Buyer	Three Rivers Park District
Seller	Gaylord L. Ahrens
Sale Price	\$720,000
Buyer Exp. After Sale	\$0
Total Sale Price	\$720,000
Price Per SF	\$1.09
Price Per Acre	\$47,556
Financing	Cash Equivalent
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	CREV

Comments

The site was purchased by the Three Rivers Park District with the intent to preserve the land for park use. There are some on-site improvements which include an older single-family home and outbuilding. The buyer had an appraisal completed indicating a market value of \$720,000.



Location/Property Type

Type Of Land Use	Commercial	Property ID#	079330112, 079340011
Intended Use	Sever's Fall and Winter Festivals		
Address	3121 West 150th Street		
City, State	Shakopee, Minnesota		

Physical/Site Information

Zoning	UBR
Utility Access	All Available
Soil Conditions	Assumed Stable
Topography	Generally Level
Site Area (SF)	2,613,600
Site Area (Acres)	60.00

Sales Information

Sale Date	April 1, 2019
Buyer	River Valley Partners, LLP
Seller	Breeggemann Family, LP
Sale Price	\$2,058,000
Buyer Exp. After Sale	\$0
Total Sale Price	\$2,058,000
Price Per SF	\$0.79
Price Per Acre	\$34,300
Financing	Cash Equivalent
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	Deed, CREV, Seller

Comments

The site is the location of Sever's Fall and Winter Festivals. The site is guided for future commercial/industrial development. However, the buyer and seller agreed to the sale as long as the buyer continues to use the site for the Sever's Fall and Winter Festival.



Location/Property Type

Type Of Land Use	Parkland	Property ID#	3203220440010, 3203220440011
Intended Use	Regional Park		3203220440012
Address	18135 Margo Avenue North		
City, State	Scandia, Minnesota		

Physical/Site Information

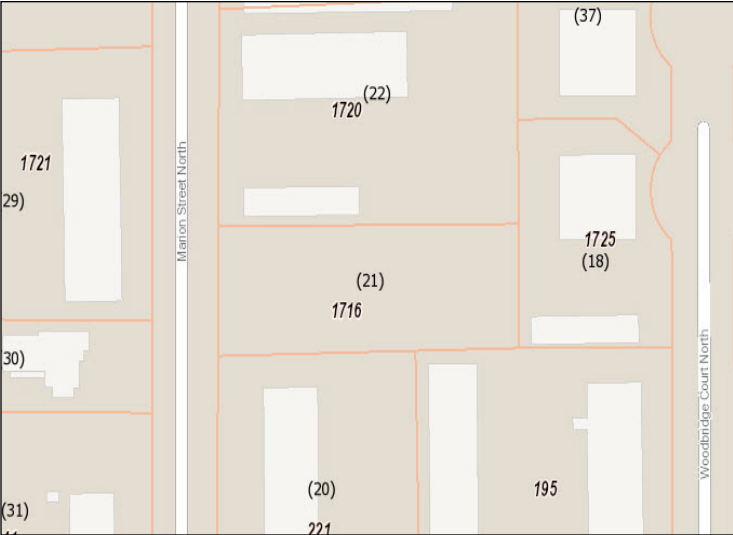
Zoning	General Rural
Utility Access	Not Available
Soil Conditions	Assumed Stable
Topography	Generally Level to Rolling
Site Area (SF)	363,129
Site Area (Acres)	8.34

Sales Information

Sale Date	June 26, 2018
Buyer	Washington County
Seller	Carol and Thomas Bofenkamp
Sale Price	\$571,000
Buyer Exp. After Sale	\$0
Total Sale Price	\$571,000
Price Per SF	\$1.57
Price Per Acre	\$68,465
Financing	Cash
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	CREV

Comments

The seller approached the buyer to sell for inclusion into the County Regional Park. The buyer had an appraisal which set the sale price.



Location/Property Type

Type Of Land Use	Parkland	Property ID#	1329923440021
Intended Use	Unity Park		
Address	1716 Marion Street		
City, State	Roseville, Minnesota		

Physical/Site Information

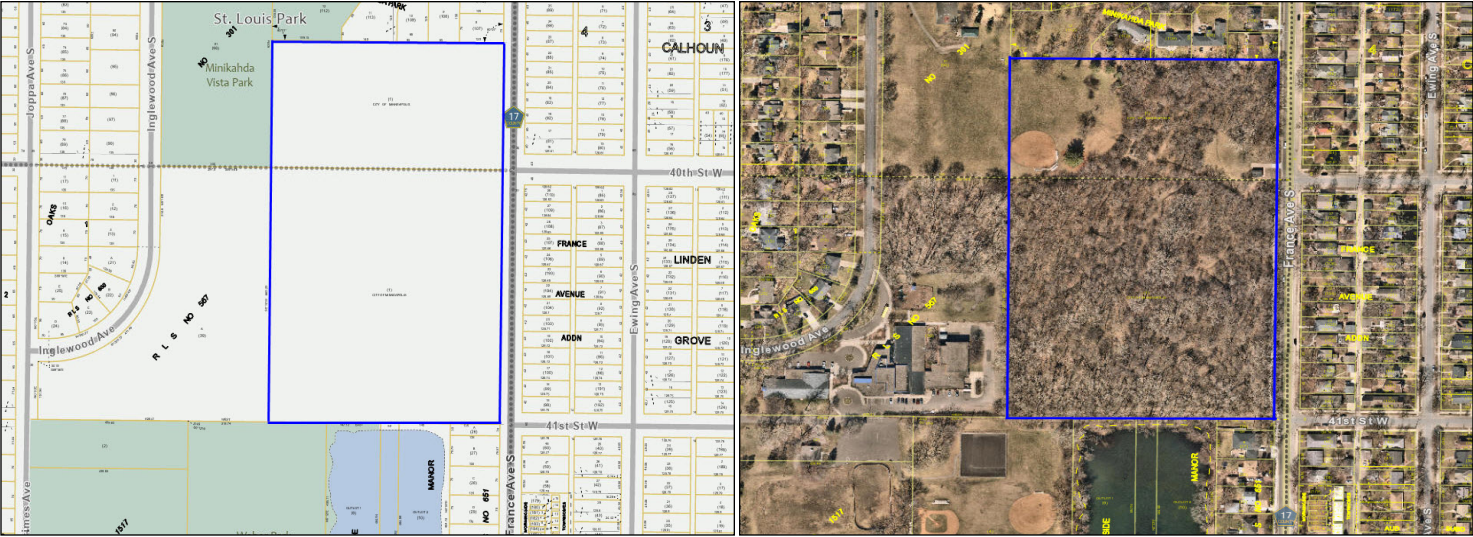
Zoning	Park and Open Space
Utility Access	All Available
Soil Conditions	Assumed Stable
Topography	Generally Level to Sloping
Site Area (SF)	29,600
Site Area (Acres)	0.68

Sales Information

Sale Date	October 14, 2016
Buyer	City of Roseville
Seller	Marion Street/The Brittans, LLP
Sale Price	\$60,000
Buyer Exp. After Sale	\$0
Total Sale Price	\$60,000
Price Per SF	\$2.03
Price Per Acre	\$88,235
Financing	Cash
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	County Records, CREV

Comments

The site was purchased for use as a neighborhood park and was marketed for sale.



Location/Property Type

Type Of Land Use	Parkland	Property ID#	0702824110001, 0702824140001
Intended Use	Weber Woods Park		
Address	3940 France Avenue South		
City, State	Edina, Minnesota		

Physical/Site Information

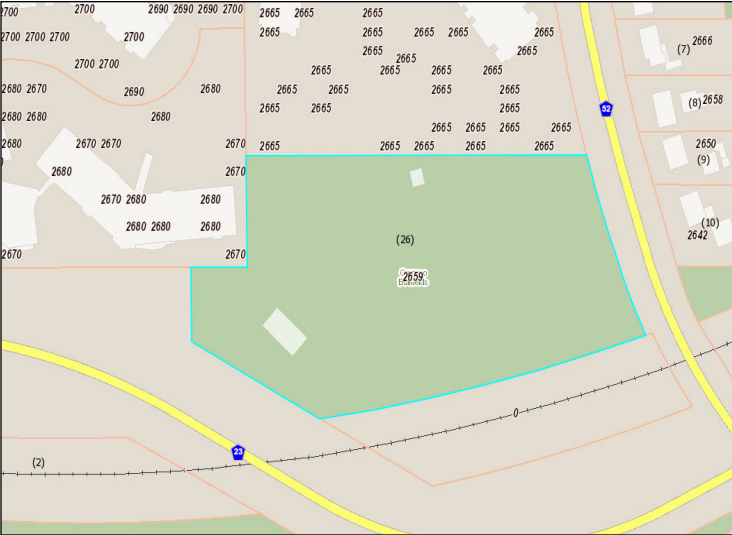
Zoning	R-1
Utility Access	All Available
Soil Conditions	Assumed Stable
Topography	Generally Level with Some Lowlands
Site Area (SF)	623,010
Site Area (Acres)	14.30

Sales Information

Sale Date	June 29, 2016
Buyer	Cities of St. Louis Park and Edina
Seller	City of Minneapolis
Sale Price	\$1,681,813
Buyer Exp. After Sale	\$0
Total Sale Price	\$1,681,813
Price Per SF	\$2.70
Price Per Acre	\$117,609
Financing	Cash
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	CREV, County Records, Publications

Comments

Weber Woods Park is a 14.30-acre park, of which 9.53 acres of the site is located in the city of Edina and 4.77 acres of the site is ocated in the city of St. Louis Park. The seller, which was the city of Minneapolis, approached the cities of Edina and St. Louis Park about their interest in acquiring the park for its continued use as a park for \$1.5 million. In June 2016, the city of Edina acquired the 9.53 acre portion of the site for \$1,072,000 or \$2.58 psf. At the same time, the city of St. Louis Park acquired the 4.77 acre portion of the site for \$609,813 or \$2.93 psf. The total acquisition price was \$1,681,813 or \$2.07 psf. The city of Edina agreed to the restriction that the 9.53 acres they acquired will continue to be used as park and open space into the foreseeable future. The city of St. Louis Park did not agree to this stipulation for the 4.77 acres they acquired and, therefore, paid a higher price psf.



Location/Property Type

Type Of Land Use	Parkland	Property ID#	022923340026
Intended Use	Owasso Ballfields		
Address	2659 Victoria Street North		
City, State	Roseville, Minnesota		

Physical/Site Information

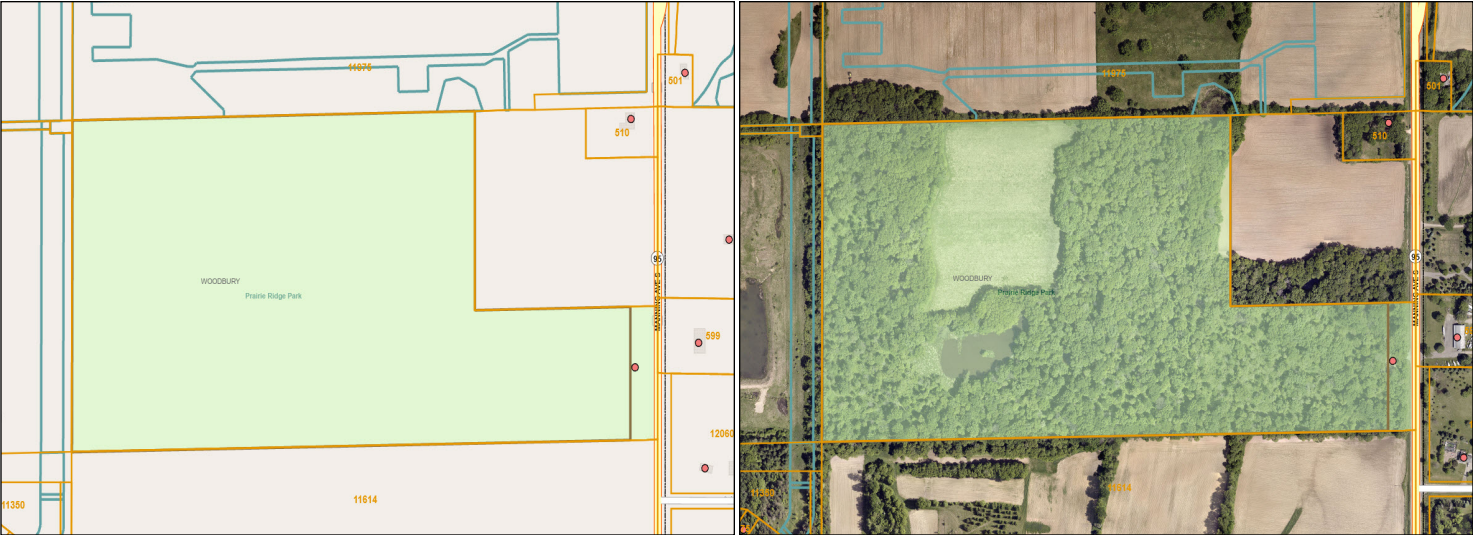
Zoning	Parks and Open Space
Utility Access	All Available
Soil Conditions	Assumed Stable
Topography	Generally Level
Site Area (SF)	183,187
Site Area (Acres)	4.21

Sales Information

Sale Date	April 20, 2016
Buyer	City Roseville
Seller	United Properties Residential, LLC
Sale Price	\$875,000
Buyer Exp. After Sale	\$0
Total Sale Price	\$875,000
Price Per SF	\$4.78
Price Per Acre	\$207,838
Financing	Cash
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	County Records, CREV

Comments

The site was purchased for use as the Owasso Ballfields.



Location/Property Type

Type Of Land Use	Parkland	Property ID#	102821420002
Intended Use	Prairie Ridge Park		
Address	Manning Avenue South		
City, State	Woodbury, Minnesota		

Physical/Site Information

Zoning	BCD
Utility Access	All Available
Soil Conditions	Assumed Stable
Topography	Generally Level
Site Area (SF)	2,857,536
Site Area (Acres)	65.60

Sales Information

Sale Date	April 28, 2010
Buyer	City of Woodbury
Seller	Dale Properties
Sale Price	\$3,518,812
Buyer Exp. After Sale	\$0
Total Sale Price	\$3,518,812
Price Per SF	\$1.23
Price Per Acre	\$53,640
Financing	Cash
Marketing Time (Months)	Not Available
Interest Transferred	Fee Simple
Verification	Seller, Purchase Agreement

Comments

40.39 acres were sold to the city with the remaining 25.21 acres to be transferred by granting a conservation easement to be followed by granting title for parkland dedication requirement for the proposed development.

Summary of Adjustments

The comparables used in this analysis must be adjusted to account for differences with the subject property. These adjustments are applied to the comparables as a percentage adjustment. If a comparable is considered superior to the subject property, it is adjusted downward. If a comparable is considered inferior to the subject property, it is adjusted upward. The unit of comparison used in this analysis is the sale price per square foot of land area.

The adjustments which have been applied are discussed as follows.

Property Rights Conveyed Adjustment: The fee simple interest in the subject site is being appraised. The comparable sales were fee simple sales. Therefore, none of the comparables require a property rights conveyed adjustment.

Financing Adjustment: All of the comparable land sales used in this analysis were purchased with cash or cash equivalent financing. Therefore, none of the comparables were adjusted for financing.

Conditions of Sale Adjustment: The conditions of sale adjustment accounts for any unusual conditions of sale which may have impacted the sale price. None of the comparables require a conditions of sale adjustment.

Expenditures After Sale Adjustment: The expenditures after sale adjustment accounts for any necessary buyer paid expenditures immediately after the sale. To the best of our knowledge, none of the comparables require an expenditures after sale adjustment.

Market Conditions Adjustment: The market conditions adjustment accounts for changing market conditions between the sale date of the comparables and the effective valuation date. The best determination of a market conditions adjustment is made by analyzing sales which have sold and resold on the open market in recent years. None of the comparables have sold and resold in recent years.

Over the last several years, land prices for well located sites have been increasing. Although it is difficult to derive a market conditions adjustment for parkland, other sites intended for commercial development have been increasing over time at a rate of approximately 2% to 5%. Therefore, it is reasonable to assume that parkland has also been experience some appreciation, but likely at a lesser degree.

For this analysis, we have concluded to an annual appreciation rate of 1.00%. The following chart sets forth the market conditions adjustment calculations.

MARKET CONDITIONS ADJUSTMENT CALCULATIONS SUMMARY							
	#1	#2	#3	#4	#5	#6	#7
Subject Month of Appraisal	6	6	6	6	6	6	6
Subject Year of Appraisal	2022	2022	2022	2022	2022	2022	2022
Comparable Month of Sale	11	4	6	10	6	4	4
Comparable Year of Sale	2020	2019	2018	2016	2016	2016	2010
Number of Months Difference	19	38	48	68	72	74	146
Multplied by: Monthly Adjustment Factor	0.08%	0.08%	0.08%	0.08%	0.08%	0.08%	0.08%
Percentage Adjustment	2%	3%	4%	5%	6%	6%	12%

Preliminary Price: Located later in this section is the adjustment summary chart. On that chart there is a column identified as preliminary price. This represents the original sale price adjusted for property rights conveyed, financing, conditions of sale, expenditures after sale, and market conditions. These adjustments are applied to adjust the comparables to current economic conditions. The remaining sale price adjustments are applied to the preliminary adjusted sale price.

Size Adjustment: Typically, a larger parcel of land will sell for a lower price per square foot as compared a smaller parcel of land, with all else being equal. The subject site has a land area of 14.50 acres. The comparables range in size from 0.68 to 15.14 acres. Based upon our analysis, this trend is generally supported.

Comparables #1 and #5 are of relatively similar size as compared to the subject site and have not been adjusted for size. Comparables #2 and #7 are significantly larger in size as compared to the subject site and have been adjusted upward by 10% for size. Comparables #4 and #6 are smaller in size as compared to the subject site and have been adjusted downward by 20% and 5%, respectively. The size adjustment is based on a 5% per doubling in size, rounded.

Zoning/Use Adjustment: The subject property is zoned Public Land and is used as a community park. According to the City of Falcon Heights, the subject property will continue to be used as a public park in to the foreseeable future.

Comparable #1 was purchased by the Three Rivers Park District and is zoned for a park use. This comparable does not require a zoning/use sale.

Comparable #2 is a 60-acre tract of land which is zoned Urban Business Reserve. The UBR district is essentially a holding or preserving district for land that is eventually intended to be developed with commercial and industrial type uses. The site has historically been used as the location of the Sever's Fall and Winter Festivals. The seller was motivated to sell the property to the eventual buyer as the buyer agreed to continue to use the site for this limited type use. In our opinion, comparable #2 does not require a zoning/use adjustment due to the limitation of the use of the site to the Severs Fall and Winter Festivals.

Comparable #3 is zoned General Rural and was purchased by Washington County for the inclusion into a regional park. Given the proposed use of this comparable for parkland, no adjustment is necessary.

Comparable #4 was purchased by the City of Roseville for use as a neighborhood park. The site is zoned Parks and Open Space. This comparable does not require a zoning/use adjustment.

Comparable #5 is the 14.30-acre Weber Woods Park, of which 9.53 acres of the site is located in the City of Edina and 4.77 acres of the site is located in the City of St. Louis Park. The site is zoned R-1. The seller, which was the City of Minneapolis, approached the City of Edina and the City of St. Louis Park to acquire about their interest in purchasing the park for its continued operation as a park for \$1.5 million. In June 2016, the City of Edina acquired the 9.53-acre portion of the site located in the City of Edina for \$1,072,000 or \$2.58 per square foot. At the same time, the City of St. Louis Park acquired the 4.77-acre portion of the site located in the City of St. Louis Park for \$609,813 or \$2.93 per square foot. The total acquisition price was \$1,681,813 or \$2.70 per square foot. The City of Edina agreed to the restriction that the 9.53-acre portion of the site they acquired will continue to be used as a park or open space into the foreseeable future. The City of St. Louis Park did not agree to this stipulation for the 4.77-acre portion of the site they acquired and therefore paid a slightly higher price per square foot.

In summary, the price per square foot paid by the City of Edina at \$2.58 per square foot for 67% of the site restricted to a park type use is 12% lower than the price paid by the City of St. Louis Park at \$2.93 per square foot for 33% of the site that is zoned R-1 and has no restrictions in place. Therefore, this comparable has been adjusted downward by 5%, rounded, for zoning/use (12% x 33%).

Comparable #5 is the Owasso Ballfields which is zoned Parks and Open Space. This comparable sale does not require a zoning/use adjustment.

Comparable #6 is a 65.60 acre site which is zoned BCD but was purchased by the City of Woodbury for a parkland use. This comparable does not require a zoning/use adjustment.

Topography Adjustment: The subject site has a generally level to rolling topography with a small pond accounting for approximately 7% of the site area. The comparables have varying topographies, some of which are wooded with some wetlands. Ponding and wetlands, as well as wooded areas are not considered to be a detriment for parkland and as such, there is no discernable adjustment to be made for varying topographies between the subject and the comparables.

Improvements Adjustment: On-site improvements may have an impact on the sale prices. For the subject, only the underlying land is considered as the on-site improvements are owned by the City of Falcon Heights and are not considered in this appraisal.

Comparable #2 through #7 were reportedly land only sale transactions with no on-site improvements. These five comparables do not require an improvement adjustment.

Comparable #1 was improved with an older single-family home and outbuilding. Overall, it is our opinion that these improvements have minimal contributing value and as such, comparable #1 has been adjusted downward by 5%.

Location Adjustment: The location adjustment considers the micro and macro locational differences which may exist between the subject site and the comparable land sales. This adjustment has been determined based upon an analysis of demographics for the subject and each of the comparables, as well as access and surrounding land uses.

The following chart sets forth 3-mile demographics for the subject and the comparables.

3-MILE RADIUS DEMOGRAPHICS				
#	Population	Households	Median HH Income	Average HH Income
1	19,340	7,010	\$106,400	\$141,070
2	35,417	12,139	\$99,825	\$122,193
3	7,176	2,842	\$113,841	\$151,210
4	328,715	129,409	\$61,636	\$81,975
5	165,712	76,483	\$98,167	\$148,058
6	79,723	32,769	\$82,899	\$109,009
7	80,326	29,084	\$125,161	\$161,942
Subject	119,835	48,761	\$74,295	\$98,138

The subject property has a good location in the City of Falcon Heights, which is centrally located in the Twin cities metropolitan area. The site has good access and identity, with a strong surrounding population base.

Comparable #1 is located in Rockford, Minnesota, which is a more rural area on the western edge of the Twin Cities metropolitan area. The site does have some frontage along the Crow River. In our opinion, this comparable has a significantly inferior location as compared to the subject due to its more rural location further from the core of the Twin Cities metropolitan area and has been adjusted upward significantly for location differences.

Comparable #2 is located in Shakopee, Minnesota, in an area which has minimal surrounding development and a smaller overall population base. This comparable is also considered to have an inferior location as compared to the subject due to its more rural location further from the core of the Twin Cities metropolitan area. As a result, comparable #2 has also been adjusted upward significantly for location.

Comparable #3 is located in Scandia, Minnesota in a rural setting adjacent to Big Marine Lake. The area has low surrounding population and household counts but strong median and average household incomes. In our opinion, comparable #3 has an inferior location as compared to the subject given its rural location further from the core of the Twin Cities metropolitan area and has been adjusted upward.

Comparable #4 is Unity Park located in Roseville, Minnesota. The area has strong population and household counts but lower median and average household incomes. This comparable is considered to have an inferior location as compared to the subject and has been adjusted upward for location.

Comparable #5 is the Weber Woods Park located in the Cities of Edina and St. Louis Park, Minnesota. The area has strong population counts and household counts as well as strong median and average household incomes. This comparable is considered to have a superior location as compared to the subject property and has been adjusted downward for location.

Comparable #6 is the Owasso Ballfields located in Roseville, Minnesota. The area has a good population and household base and strong median and average household incomes. This comparable is considered to have a superior location as compared to the subject property and has been adjusted downward for location.

Comparable #7 is located in Woodbury, Minnesota. The surrounding population base is lower than that for the subject, average and median household incomes are higher. In our opinion, the subject property has a superior location in comparison given that the City of Woodbury is further from the core of the Twin Cities metropolitan area. Therefore, this comparable sale has been adjusted upward for location.

Net Adjustment: The net adjustment is the total of the size, zoning/use, topography, improvements, and location adjustments used in this analysis. The net adjustment is applied to the preliminary adjusted price of the comparable land sales to determine the final net adjusted price.

The following chart illustrates the individual land sales adjustments used in this analysis.

SALES COMPARISON APPROACH

Adjustment Summary Chart

COMPARABLE PARK LAND SALES ADJUSTMENT SUMMARY CHART														
#	Sale Price PSF	Property Rights Conv. Adj.	Financing Adj.	Conditions of Sale Adj.	Expend. After Sale Adj.	Market Conditions Adj.	Prelim Price PSF	Size Adj.	Zoning/ Use Adj.	Topography Adj.	Improvements Adj.	Location Adj.	Net Adj.	Net Adj. Sale Price PSF
1	\$1.09	0%	0%	0%	0%	2%	\$1.11	0%	0%	0%	-5%	100%	95%	\$2.16
2	\$0.79	0%	0%	0%	0%	3%	\$0.81	10%	0%	0%	0%	100%	110%	\$1.70
3	\$1.57	0%	0%	0%	0%	4%	\$1.63	0%	0%	0%	0%	25%	25%	\$2.04
4	\$2.03	0%	0%	0%	0%	5%	\$2.13	-20%	0%	0%	0%	10%	-10%	\$1.92
5	\$2.70	0%	0%	0%	0%	6%	\$2.86	0%	-5%	0%	0%	-25%	-30%	\$2.00
6	\$4.78	0%	0%	0%	0%	6%	\$5.07	-5%	0%	0%	0%	-20%	-25%	\$3.80
7	\$1.23	0%	0%	0%	0%	12%	\$1.38	10%	0%	0%	0%	10%	20%	\$1.66
Average	\$2.03													\$2.18
Range	\$0.79	To	\$4.78									\$1.66	To	\$3.80
Spread	\$3.99													\$2.14

Sales Comparison Approach Value Conclusion

Before the adjustment process, the comparables indicated actual sale prices ranging from \$0.79 to \$4.78 per square foot, with an average of \$2.03 per square foot. After applying all of the sale price adjustments, the comparables indicate an adjusted value range from \$1.66 to \$3.80 per square foot, with an average of \$2.18 per square foot. Six of the seven comparable sales indicate a tighter adjusted sale price range from \$1.66 to \$2.16 per square foot, with an average of \$1.91 per square foot. Comparable #5 is the best indicator of market value for the subject site given its similar size, its similar use and its location near the core of the Twin Cities metropolitan area. This comparable sale has an adjusted sale price of \$2.00 per square foot.

Based upon this analysis, the subject site can support an as is fee simple market value of \$2.00 per square foot as of the date of inspection on June 17, 2022.

Division Costs

As of the date of inspection, the subject site was part of a larger 40.55-acre site. Therefore, the costs to divide the subject 14.50-acre site from the larger 40.55-acre site must be deducted from the value indication. The cost to legally divide, plat, and record the subject 14.50-acre site is estimated at \$5,000.

The following sets forth the as is fee simple market value for the subject site as of the date of inspection on June 17, 2022.

LAND VALUE CONCLUSION	
Market Value Indication	\$2.00
Multiplied By: Land Area (SF)	631,620
Market Value Indication	\$1,263,240
Less: Division, Platting and Recording Cost	(\$5,000)
As Is Fee Simple Market Value Indication	\$1,258,240
Rounded To	\$1,260,000

AS IS FEE SIMPLE MARKET VALUE CONCLUSION AS OF JUNE 17, 2022	
ONE MILLION TWO HUNDRED SIXTY THOUSAND DOLLARS.....	\$1,260,000

ADDENDA

QUALIFICATIONS OF RYAN L. BAUER, MAI

Mr. Bauer has been employed with Diversified Real Estate Services, Inc. since February 2002 and became a partner in 2017. In 2020, Mr. Bauer became the Chief Executive Officer.

*Member of the Appraisal Institute with an MAI designation
Active North Star Chapter Member*

Mr. Bauer has completed real estate appraisals on property types which include industrial, retail, offices, churches, mixed-uses, convenience stores, day care facilities, subdivisions, vacant land, hospitals, assisted living, and other specialty use type properties.

The specific purpose for these appraisals have included mortgage financing, tax abatement proceedings, potential sales and purchases, condemnation, rent analysis, feasibility analysis and partial interests. Throughout the years employed with Diversified Real Estate Services, Mr. Bauer has completed appraisals in several states, including Minnesota, North Dakota, South Dakota, Wisconsin, Iowa, and Florida. Mr. Bauer has also served as an expert witness at commissioner's hearings.

EDUCATION

Graduate of the University of Nebraska – Lincoln with a **Bachelor of Science Degree** in Finance. Topics of study included real estate management, marketing, and advanced finance applications.

PROFESSIONAL REAL ESTATE STUDIES

Completed the required real estate appraisal courses offered at Century College.
Course 410: Standards of Professional Practice, Part A (USPAP)
Course 420: Standards of Professional Appraisal Practice, Part B (USPAP)
Course 310: Basic Income Capitalization
Course 520: Advanced Income Capitalization
Course 530: Advanced Sales Comparison and Cost Approaches
Course 540: Highest and Best Use and Market Analysis
Course 550: Advanced Applications

BUSINESS EXPERIENCE

Diversified Real Estate Services, Inc., Minneapolis, Minnesota: CEO/Principal/Shareholder/Appraiser/Analyst, February 2002 to Present.

Tena Companies, St. Paul, Minnesota: Mortgage Loan Auditor and Support Technician, May 1999 to January 2002.

PROFESSIONAL AFFILIATIONS

Designated MAI Member of the Appraisal Institute
Certified General Real Property Appraiser, State of Minnesota, ID #20318393
Certified General Real Property Appraiser, State of North Dakota, CG-21879
Certified General Real Property Appraiser, State of South Dakota, 1469CG
Former Member of the Board of Directors of the North Star Chapter of the Appraisal Institute

QUALIFICATIONS OF RYAN L. BAUER, MAI (continued)**CURRENT APPRAISAL LICENSE**

RYAN L BAUER DIVERSIFIED REAL ESTATE SERVICES 10 SOUTH FIFTH STREET, SUITE 1001 MINNEAPOLIS, MN 55402	STATE OF MINNESOTA  Department of Commerce
The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that RYAN L BAUER	
DIVERSIFIED REAL ESTATE SERVICES 10 SOUTH FIFTH STREET, SUITE 1001 MINNEAPOLIS, MN 55402	
has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of	
Resident Appraiser : Certified General	
License Number: 20318393	
unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2023.	
IN TESTIMONY WHEREOF, I have hereunto set my hand this August 11, 2021.	
	
COMMISSIONER OF COMMERCE Minnesota Department of Commerce Licensing Division 85 7th Place East, Suite 500 St. Paul, MN 55101-3165 Telephone: (651) 539-1599 Email: licensing.commerce@state.mn.us Website: commerce.state.mn.us	
Notes: • Individual Licensees Only - Continuing Education: 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course. • Appraisers: You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. Trainees do not qualify. For further details, please visit our website at commerce.state.mn.us.	

QUALIFICATIONS OF TIMOTHY L. KLEIN, MAI

Mr. Klein is a graduate of St. Cloud State University with a Bachelor of Science Degree in Real Estate with an appraisal emphasis. He successfully completed an internship with Diversified Real Estate Services, Inc. in the winter of 2006 and joined the firm as an associate appraiser in May of 2006. In 2020, Mr. Klein became a Partner.

EDUCATION

Graduate of St. Cloud State University with a **Bachelor of Science Degree** in Real Estate. Education emphasis was on commercial appraisal. Topics of study included commercial real estate appraisal, single-family residential appraisal, real estate finance and investment, real estate law, real estate property management, real estate principles, urban and regional economics, and construction technology.

PROFESSIONAL REAL ESTATE STUDIES

Completed the following real estate appraisal courses offered by the Appraisal Institute:

- Advanced Income Capitalization
- 7-Hour National USPAP Course
- Business Practices and Ethics
- General Appraiser Report Writing and Case Studies
- Advanced Concepts & Case Studies
- General Appraiser Market Analysis and Highest & Best Use
- Completed the Demonstration of Knowledge Requirement

BUSINESS EXPERIENCE

Diversified Real Estate Services, Inc., Minneapolis, Minnesota: Principal/Shareholder/Appraiser/Analyst, May 2006 to present.

Diversified Real Estate Services, Inc., Minneapolis, Minnesota: Appraisal Intern, January 2006 to May 2006.

Mr. Klein has completed real estate appraisals of all types of real estate including multi-family residential, mixed-use multi-family residential, vacant commercial and multi-family residential land, single-family subdivisions, commercial subdivisions, single-family homes, residential and commercial condominiums, retail, office, medical office, industrial, elderly housing, hotels, mixed use properties, specialty use properties, partnership cash flow analysis, and fractional interest valuations.

PROFESSIONAL MEMBERSHIPS

- Licensed Appraiser, State of Minnesota, Certified General Real Property License #20584809
- Designated Member of the Appraisal Institute
- Member of the Board of Directors of the North Star Chapter of the Appraisal Institute
- Member of the St. Cloud State Real Estate Alumni Association.
- Past board member for the St. Cloud State Real Estate Alumni Association.

QUALIFICATIONS OF TIMOTHY L. KLEIN, MAI (continued)

CURRENT APPRAISAL LICENSE

TIMOTHY LEE KLEIN 10 SOUTH FIFTH STREET, SUITE 1001 MINNEAPOLIS, MN 55402	STATE OF MINNESOTA  Department of Commerce
The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that TIMOTHY LEE KLEIN	
10 SOUTH FIFTH STREET, SUITE 1001 MINNEAPOLIS, MN 55402	
has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of Resident Appraiser : Certified General License Number: 20584809 unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2023. IN TESTIMONY WHEREOF, I have hereunto set my hand this August 20, 2021.	
 COMMISSIONER OF COMMERCE Minnesota Department of Commerce Licensing Division 85 7th Place East, Suite 500 St. Paul, MN 55101-3165 Telephone: (651) 539-1599 Email: licensing.commerce@state.mn.us Website: commerce.state.mn.us	
Notes: • Individual Licensees Only - Continuing Education: 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course. • Appraisers: You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. Trainees do not qualify. For further details, please visit our website at commerce.state.mn.us.	

SUBJECT PHOTOGRAPHS

SUBJECT PHOTOGRAPHS



South view of the subject property as seen from Roselawn Avenue West.



Southeast view of the subject property as seen from the intersection of Roselawn Avenue West and Cleveland Avenue North.



View of the parking lot.



View of the warming shelter.



Interior view of the warming shelter.



View of the community garden.

SUBJECT PHOTOGRAPHS



View of the tennis courts.



View of the basketball courts.



View of playground equipment.



View of playground equipment.

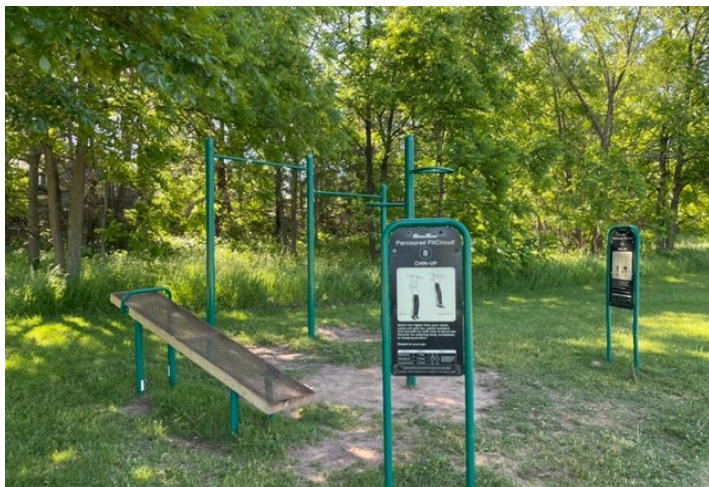


View of the baseball field.



View of the soccer field.

SUBJECT PHOTOGRAPHS



View of playground equipment.



View of the walking trail.



View of the walking trail.



View of playground equipment.



View of the pond on-site.



View of open space and a picnic table shelter.

SUBJECT PHOTOGRAPHS



West view of Roselawn Avenue West.



East view of Roselawn Avenue West.

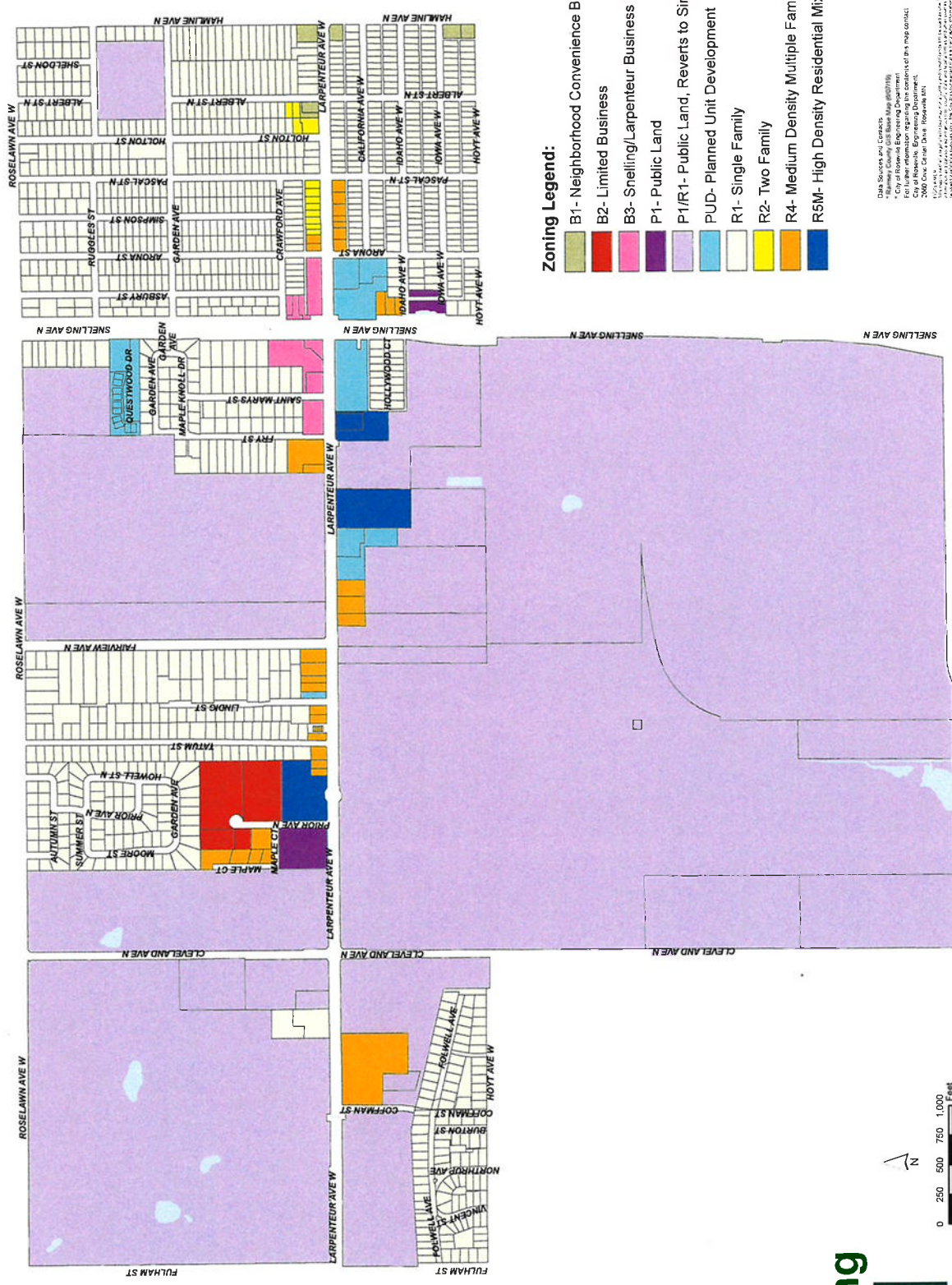


South view of Cleveland Avenue North.



North view of Cleveland Avenue North.

ZONING MAP



Zoning Legend:

- B1- Neighborhood Convenience Business
- B2- Limited Business
- B3- Snelling/Larpenteur Business District
- P1- Public Land
- P1/R1- Public Land, Reverts to Single Family
- PUD- Planned Unit Development
- R1- Single Family
- R2- Two Family
- R4- Medium Density Multiple Family and Townhouses
- R5M- High Density Residential Mixed Use

Zoning



Prepared by
City of Rossville Engineering Department
June 13, 2013



0 250 500 750 1,000 Feet
map: 060606.mxd
map: 060606.pdf

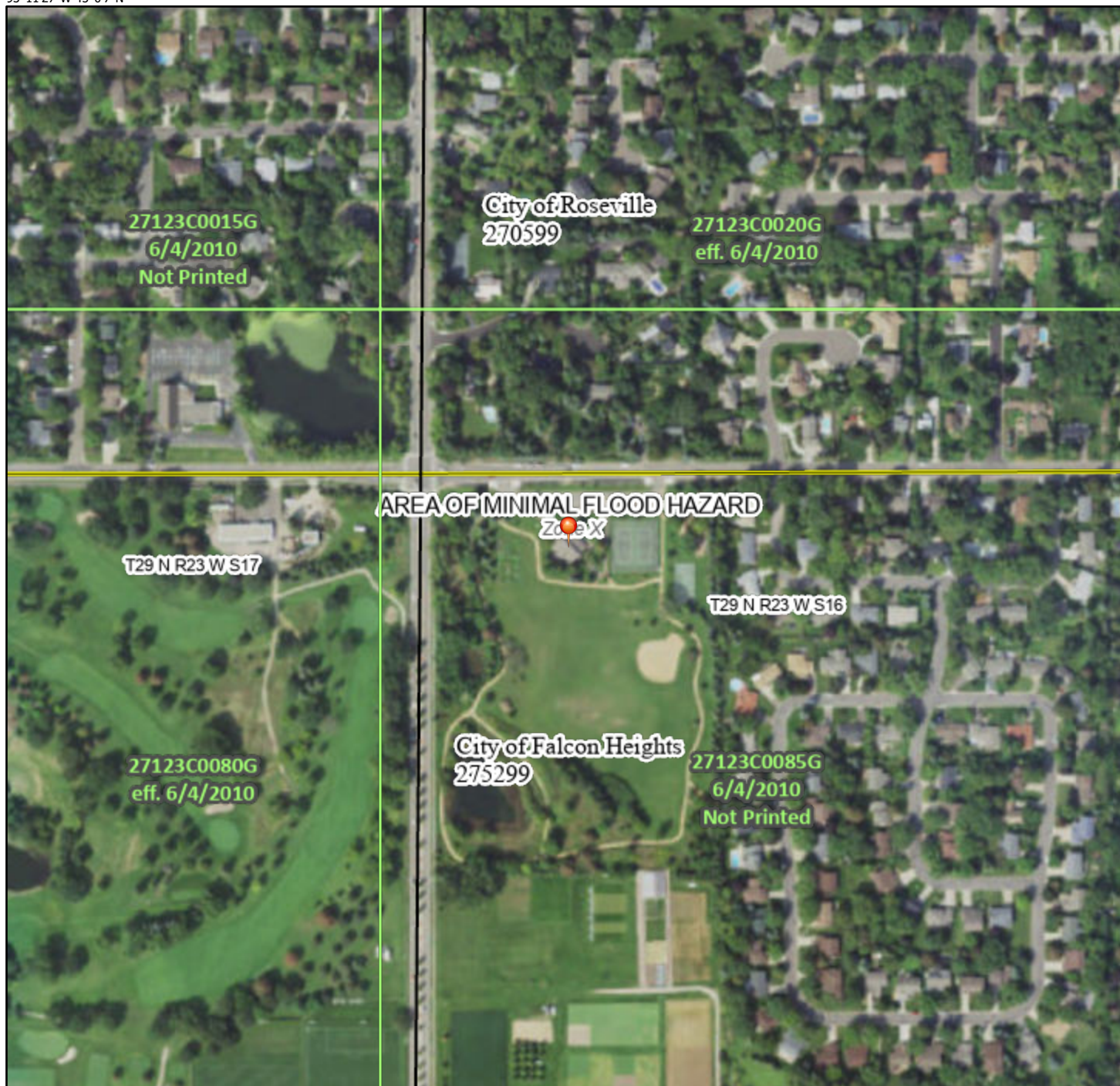
Data Sources and Contacts
Map: 060606.mxd
City of Rossville Engineering Department
Call for further information regarding this information or this project:
2000 One Canal Drive, Rossville, MN
55070
City of Rossville Engineering Department
2000 One Canal Drive, Rossville, MN
55070
City of Rossville Engineering Department
2000 One Canal Drive, Rossville, MN
55070

FLOOD ZONE MAP

National Flood Hazard Layer FIRMMette



93°11'27"W 45°0'7"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/23/2022 at 1:57 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

LEASE AGREEMENT

UNIVERSITY OF MINNESOTA

LEASE

THIS LEASE ("Lease") is entered into this 28th day of June 2007 (the "Effective Date") by and between Regents of the University of Minnesota, a Minnesota constitutional corporation ("University") and the City of Falcon Heights, Ramsey County, Minnesota, a municipal corporation (the "City").

WHEREAS, University and City entered into an Agreement dated December 31, 1973 and an Amendment Extending Lease dated April 5, 1990 (together, the "Agreement"), wherein the City leased from University approximately 14.5 acres legally described on the attached Exhibit A (the "Property") for playground and recreational purposes; and

WHEREAS, the Agreement will expire on December 31, 2008; and

WHEREAS, City desires to continue leasing the Property; and

WHEREAS, University agrees to execute a new one-year annually renewable Lease.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of the Lease shall be for one (1) year beginning on January 1, 2009, automatically renewing for up to fourteen (14) additional one (1) year terms ending on December 31, 2024 (the "Term"), unless terminated earlier as provided herein. This Lease may be terminated by either party for any reason on any December 31 during the Term upon not less than 365 days' prior written notice to the other party.

2. Rent. As rent for the entire Term, the City shall pay to the University One Dollar (\$1.00) ("Rent") on the Commencement Date.

3. Use of Property.

3.1 City shall occupy and use the Property solely for playground and recreational purposes, and for no other purpose without University's prior written consent, which University may withhold in its sole discretion.

3.2 City shall comply with all applicable laws relating to its use of the Property, including but not limited to the City's Ordinance Chapter 34 Parks and Recreation. In addition, the City shall comply with applicable University policies and procedures, including but not limited to the University's Board of Regents' Policy regarding Possession and Carrying of

Weapons, which is attached as Exhibit B, and the University's Smoke-Free Indoor Air Policy, which is attached as Exhibit C.

3.3 City shall procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and similar authorizations required by any governmental authority having jurisdiction over the use thereof.

4. Improvements.

4.1 The City shall not install or build any new structures, buildings, or other improvements ("Improvements") on the Property without University's prior written consent, which may be withheld in University's sole discretion. All building permits for any Improvements shall be issued by University's Building Official's Office.

4.2 During the Term, all existing Improvements shall be owned by the City. On the expiration or earlier termination of this Lease, the Improvements shall be owed by the University. (Together the Improvements and the Property are referred to herein as the "Leased Premises".)

4.3 City shall keep the Leased Premises free of any and all mechanics', materialmens', and other liens arising out of any work, labor done, services performed, or materials furnished for City or claimed to have been furnished during the Term.

5. Maintenance. City shall neither commit nor suffer any waste to the Leased Premises and shall, at City's sole cost and expense, keep and maintain the Leased Premises in good order and repair and safe condition. The City, at its sole expense, shall make any and all additions to or alterations or repairs in and about the Leased Premises that may be required by any laws, ordinances, and regulations applicable to the Leased Premises. In no event shall City undertake or allow any activity to be conducted on the Leased Premises that constitutes a nuisance, is immoral or obscene, or is a threat to the welfare of the general public.

6. Damage or destruction. If the Leased Premises are damaged or destroyed from any cause(s) whatsoever, City shall promptly give written notice thereof to University. City shall promptly repair or restore the Leased Premises as nearly as possible to its condition immediately prior to such damage or destruction unless University and City mutually agree in writing that such repair and restoration is unnecessary. All plans and or specifications for such repair or restoration work shall be submitted to University for approval, which shall not be unreasonably withheld or denied. University shall have no liabilities, obligations, or responsibilities whatsoever with respect thereto or with respect to any plans or specifications submitted to University under this Lease. University's review of any plans or specifications is solely for University's own purposes, and University does not make any warranty concerning the appropriateness of any such plans or specifications for any other purpose. University's approval of any such plans and specifications shall not render University liable therefore, and City agrees to indemnify, defend, and hold harmless University from and against any and all claims arising out of or from the use of such plans and specifications.

7. Condemnation.

7.1 In the event of a total taking of the Leased Premises, this Lease shall terminate on the date of the taking. Any award or payment made in respect to the taking of the Property shall be paid to University. Any award attributable to Improvements shall be equitably allocated between University and City.

7.2 In the event of a partial taking, the Lease shall continue for the remainder of the Term for that portion of the Leased Premises not taken. Any award with respect to the taking of the Property shall be paid to University. Any award attributable to Improvements shall be equitably allocated between University and City.

8. Assignment and Subletting. City shall not assign or sublet the Leased Premises in whole or in part without University's prior written consent, which may be withheld or denied in University's sole discretion. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of the Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Surrender of Leased Premises. At the expiration or earlier termination of this Lease, City, at its sole expense, shall (a) remove all Improvements and personal property from the Leased Premises; (b) repair any damage to the Property; and (c) quietly yield and surrender the Property to University in the same good condition that existed when it took the Property, to be determined at University's sole discretion. Personal property not removed by Tenant shall be considered abandoned and University may without liability dispose of it as it deems expedient. At University's option, University may accept the Property in its improved condition rather than requiring the City to remove them.

10. Utilities, Services and Taxes. During the Term, City shall pay all costs associated with or resulting from its use of or otherwise attributable to the Leased Premises, including but not limited to real estate or personal property taxes or payments in lieu thereof and installments of special assessments.

11. Environmental Requirements. City shall not install, use, generate, store, or dispose of, in, or about the Leased Premises any hazardous substance, toxic chemical, petroleum product, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation any material containing asbestos or PCBs (collectively, "Hazardous Materials") without University's written approval of each Hazardous Material.

12. Insurance.

12.1 During the Term, the City shall obtain and keep in force (a) commercial general liability insurance with coverage for personal and bodily injury, property damage and public liability with limits of not less than \$1,000,000 each claim and \$3,000,000 each occurrence; (b)

worker's compensation insurance to at least statutory limits for any and all workers; and (c) property insurance covering all Improvements and personal property on or about the Property.

12.2 Each policy shall name the Regents of the University of Minnesota as an additional insured and shall be endorsed to provide University with at least thirty (30) days advance written notice of non-renewal, reduction in coverage, or cancellation. .

12.3 Upon request, the City shall provide certificates of insurance or certified copies of the policies to University.

13. Indemnification. The City shall defend, indemnify, and hold harmless the University from and against any and all injuries, damages or loss (including attorney's and other professional fees) arising from any act or omission of City under this Lease.

14. Default. Any breach of this Agreement which remains uncured for thirty (30) days following written notice from University to City (plus, with respect to breaches which cannot be cured within the thirty (30) days, such additional period as is reasonably required to cure such breach), shall be deemed a default entitling University to terminate this Lease or cure the default, charge such cost to the City and the City shall pay the same immediately upon demand.

15. Remedies Cumulative, Waiver of Rights. All remedies conferred on University shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or equity. The failure of either party to insist on any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver by University of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by University.

16. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University:

Regents of the University of Minnesota
c/o Real Estate Office
Attn: Leasing Manager
Suite 424, Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No.: (612) 624-6345
E-mail: reo@umn.edu

If to the City:

City of Falcon Heights
Attn: City Administrator
2077 West Larpenteur Avenue
Falcon Heights, MN 55113
Facsimile No.: _____
E-mail: _____

16. Governing Law/Jurisdiction. The internal laws of the State of Minnesota shall govern the validity, construction, and enforceability of this Lease, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Lease shall be in Minnesota state court.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, University and City have executed this Lease.

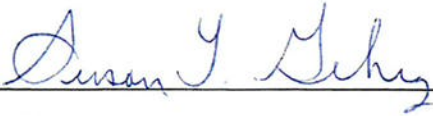
Regents of the University of Minnesota

City of Falcon Heights

By: 
Name: Susan Carlson Weinberg

Title: Director of Real Estate

Date: July 23, 2007

By: 

Name:

Title: Mayor

Date: 7/11/07

By: 

Name: Justin Miller

Title: City Administrator

Date: 6/28/07

EXHIBIT A

The North 925 feet of that part of the SW 1/4 Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of Block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways, consisting of about 14.5 acres, more or less.

EXHIBIT B



UNIVERSITY OF MINNESOTA BOARD OF REGENTS POLICY

Page 1 of 3

Administrative
POSSESSION AND CARRYING OF WEAPONS
Adopted: July 11, 2003

POSSESSION AND CARRYING OF WEAPONS

SECTION I. POLICY STATEMENT

The Board of Regents (Board) is charged with the constitutional responsibility to adopt laws and policies for the governance of the University of Minnesota (University). In order to achieve the University's teaching, research, and public service missions, the Board considers it essential that all persons feel safe and be free from violence, threats, and intimidation when on University property or attending University functions and events. Accordingly, the Board hereby regulates the possession and carrying of weapons by members of the University community and by others when on University property.

SECTION II. DEFINITIONS

Subd. 1. University Property. *University property* means all real property, buildings, and facilities under the primary control of the University through ownership, lease, or other means. This includes all public or private locations, arenas, stadiums, and halls that the University has leased for University events, including, but not limited to, academic and administrative meetings, intercollegiate and intramural sporting events, and student, faculty, and staff activities. University property also includes all places of residence owned by the University in which students reside.

Subd. 2. Employee. *Employee* means any individual employed by the University, including a student employee, when acting within the course and scope of employment.

Subd. 3. Weapon. *Weapon* means a firearm or a dangerous weapon as defined by Minnesota law.

Subd. 4. Firearm. *Firearm* means a gun, whether loaded or unloaded, that discharges shot or a projectile by means of an explosive, a gas, or compressed air.

Subd. 5. Student. *Student* means an individual taking one or more University courses or classes, credit or noncredit, or participating in any program administered in part or wholly by the University.

Subd. 6. Visitor. *Visitor* means any person who is on University property, except an employee or a student.



UNIVERSITY OF MINNESOTA
BOARD OF REGENTS POLICY

Page 2 of 3

Administrative
POSSESSION AND CARRYING OF WEAPONS
Adopted: July 11, 2003

SECTION III. POSSESSION OR CARRYING OF WEAPONS

No person, whether a student, employee, or visitor, shall possess or carry a weapon while on University property, except as authorized in Section IV of this policy.

SECTION IV. AUTHORIZED POSSESSION OR CARRYING OF WEAPONS

This policy authorizes the possession or carrying of weapons on University property under the following circumstances:

Subd. 1. Law Enforcement and Military Personnel. Licensed peace officers, security guards, other law enforcement agents, and military personnel may possess or carry weapons on University property when acting in the course of their official duties and when authorized by law to carry weapons.

Subd. 2. Military Training. Students, employees, and visitors participating in military training may possess or carry weapons on University property when acting in the course of their official duties or performing duly assigned tasks involving weapons.

Subd. 3. Presidential Approval. The president or delegate may in writing permit or revoke permission for the otherwise lawful possession or carrying of a weapon on University property. This may include possession or carrying of a weapon for an academic use, use of a firearm at a campus shooting range, otherwise lawful storage of a weapon on residential property not operated as a residence hall, or any other possession or carrying of a weapon on University property.

Subd. 4. Storage of a Firearm. Otherwise lawful storage of a firearm inside a personal motor vehicle is permitted on University property.

SECTION V. VIOLATIONS

Subd. 1. Students. Violation of this policy by a student is a violation of, and will be adjudicated in accordance with, Board of Regents Policy: *Student Conduct Code*.

Subd. 2. Employees. Violation of this policy by an employee constitutes misconduct subject to University discipline up to and including termination.



**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS POLICY**

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Administrative
POSSESSION AND CARRYING OF WEAPONS
Adopted: July 11, 2003

Subd. 3. Visitors. Violation of this policy by a visitor shall result in a request to leave the University property, function, or event, as the case may be, and also may result in a written directive to remain off University property.

Subd. 4. Referral to Law Enforcement Agencies. The University may refer related suspected violations of law to appropriate law enforcement authorities and provide access to investigative and other data as permitted by law.

EXHIBIT C

UNIVERSITY OF MINNESOTA

Home | Operational | Health and Safety | Policy 2.6.2

Smoke-Free Indoor Air



Printed on: May 19, 2007. See the online policy for the most current version.

FULL POLICY CONTENTS

[Policy Statement](#)
[Reason for Policy](#)
[Procedures](#)
[Forms/Instructions](#)
[Additional Contacts](#)

ADDITIONAL DETAILS

[Definitions](#)
[Responsibilities](#)
[Appendices](#)
[FAQ](#)
[Related Information](#)
[History](#)

Effective: April 1998
Last Updated: October 2004

Responsible University Officer:
Vice President for University Services

Policy Owner:
Director of Environmental Health and Safety

Policy Contact:
[Craig Moody](#)

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POLICY STATEMENT

Smoking is prohibited in all facilities and within 25 feet from building entrances at the University of Minnesota.

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REASON FOR POLICY

Smoking is widely recognized as the single most important cause of preventable human disease, including lung cancer, heart disease, and emphysema. Also recognized is the fact that breathing second-hand smoke can cause the same health problems in non-smokers. University of Minnesota campus buildings have become smoke-free, as have many other universities in the nation, some by law but many by choice. University faculty, staff, and students should be provided with a smoke-free environment.

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PROCEDURES

There are no procedures for this policy.

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FORMS/INSTRUCTIONS

There are no forms for this policy.

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ADDITIONAL CONTACTS

Subject	Contact	Phone	Fax/Email
Primary Contact	Craig Moody		moodv002@umn.edu
Where Can I Smoke?	Your supervisor		
Smoking Cessation Information	Human Resources Employee Assistance Program	612-627-4247	

	Twin Cities Student: Boynton Appt. Line	612-625-3222
	Duluth Smoking Cessation Programs	218-726-7058
	Crookston: Student Health Service	218-281-8512
	Morris: Health Services	320-589-6070
Reporting Smoking Violations	Your supervisor	
Policy Questions	Environmental Health and Safety	612-626-6002

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DEFINITIONS

Smoking

The burning of any type of lighted pipe, cigar, cigarette, or any other smoking equipment, whether filled with tobacco or any other type of material.

Facility

Any enclosed area of a structure, or portion therefore, and which structure is owned and/or being occupied or operated by the University on the Twin Cities campus. This is intended to include University owned and operated vehicles, and outdoor group seating facilities. This definition includes all areas within the residence halls.

Outdoor group seating facilities

Any outdoor seating arrangement whereby people sit in close proximity (shoulder-to-shoulder to one another).

Residence Hall

Any structure designated by the University as a residence hall. The smoke-free indoor air policy shall apply to all areas within the residence halls except designated private resident rooms. Other University owned/operated private residences will be exempt from the policy.

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RESPONSIBILITIES

All Members of the Twin Cities University of Minnesota Community Observe this smoking policy and monitor adherence to it at their level of involvement in the University community.

Deans, Administrators, and Supervisors

As leaders and role models, the deans, administrators, and supervisors are expected to influence and guide the University community as it implements this policy.

Department of Environmental Health and Safety

Review complaints, concerns or requests for clarification and advice regarding this policy.

Provost for Academic Affairs

Appoint the Smoking Policy Review Committee for the Twin Cities Campus. A Smoking Policy Review Committee for the Twin Cities campus shall be appointed for a two-year term beginning August 15, 1993.

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APPENDICES

There are no appendices for this policy.

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FREQUENTLY ASKED QUESTIONS

There are no frequently asked questions for this policy.

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RELATED INFORMATION

Crookston Campus Smoking Policy:	UMC Campus Policy on Smoking
Duluth Campus Smoking policy:	http://www.d.umn.edu/umdhz/Policies/smoking.html
Morris Campus Smoking rules (from the Morris Residence Hall Policies):	http://www.mrs.umn.edu/services/reslife/sl_handbook/08_hall_policies.shtml

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HISTORY

Amended: March 2002 - Eliminated smoking from all resident rooms and from within 25 feet of all building entrances. Smoking used to be allowed in designated resident rooms.

Effective:
April 1998

Supersedes: Twin Cities Campus Assembly's "Twin Cities Campus Smoke-Free Policy", June 1993 and Smoke Free Indoor Air Policy, August 1993.

To obtain a copy of a historical policy, e-mail the U Policy Librarian at process@tc.umn.edu or call 612-624-4372.

Printed on: May 18, 2007

Please go to the following URL for the most current version of the policy
<http://policy.umn.edu/groups/ppd/documents/Policy/smoke.cfm?view=all>

2006 Regents of the University of Minnesota
The University of Minnesota is an equal opportunity educator and employer.

Contact University Policy Office
Privacy Statement

DEMOGRAPHICS



Demographic and Income Report (Esri 2022)

2050 Roselawn Ave W, Saint Paul, Minnesota, 55113 2
2050 Roselawn Ave W, Saint Paul, Minnesota, 55113
Ring: 1 mile radius

Prepared by Esri
Latitude: 44.99845
Longitude: -93.18576

Summary	Census 2010	2022	2027	
Population	8,521	9,089	8,939	
Households	3,692	3,980	3,888	
Families	2,029	2,160	2,118	
Average Household Size	2.16	2.17	2.18	
Owner Occupied Housing Units	2,387	2,554	2,544	
Renter Occupied Housing Units	1,305	1,426	1,344	
Median Age	37.2	39.6	40.9	
Trends: 2022 - 2027 Annual Rate	Area	State	National	
Population	-0.33%			
Households	-0.47%			
Families	-0.39%			
Owner HHs	-0.08%			
Median Household Income	4.63%			
Households by Income	Number	2022 Percent	Number	2027 Percent
<\$15,000	252	6.3%	178	4.6%
\$15,000 - \$24,999	172	4.3%	106	2.7%
\$25,000 - \$34,999	279	7.0%	202	5.2%
\$35,000 - \$49,999	515	12.9%	553	14.2%
\$50,000 - \$74,999	640	16.1%	547	14.1%
\$75,000 - \$99,999	462	11.6%	325	8.4%
\$100,000 - \$149,999	782	19.7%	762	19.6%
\$150,000 - \$199,999	445	11.2%	681	17.5%
\$200,000+	433	10.9%	533	13.7%
Median Household Income	\$80,861		\$101,390	
Average Household Income	\$114,920		\$136,884	
Per Capita Income	\$50,617		\$59,852	
Population by Age	Census 2010		2022	2027
	Number	Percent	Number	Percent
0 - 4	421	4.9%	405	4.5%
5 - 9	402	4.7%	382	4.3%
10 - 14	355	4.2%	376	4.1%
15 - 19	725	8.5%	608	6.1%
20 - 24	759	8.9%	683	7.7%
25 - 34	1,392	16.3%	1,389	13.7%
35 - 44	915	10.7%	1,257	15.5%
45 - 54	1,042	12.2%	880	9.7%
55 - 64	1,094	12.8%	1,051	10.0%
65 - 74	756	8.9%	1,092	11.7%
75 - 84	459	5.4%	686	8.9%
85+	202	2.4%	279	3.7%

Data Note: Income is expressed in current dollars.



Demographic and Income Report (Esri 2022)

2050 Roselawn Ave W, Saint Paul, Minnesota, 55113 2
2050 Roselawn Ave W, Saint Paul, Minnesota, 55113
Ring: 3 mile radius

Prepared by Esri
Latitude: 44.99845
Longitude: -93.18576

Summary	Census 2010	2022	2027
Population	103,703	119,835	120,492
Households	41,534	48,761	48,888
Families	19,873	21,670	21,650
Average Household Size	2.26	2.25	2.26
Owner Occupied Housing Units	22,299	24,929	25,205
Renter Occupied Housing Units	19,235	23,832	23,683
Median Age	29.5	31.0	30.7
Trends: 2022 - 2027 Annual Rate	Area	State	National
Population	0.11%		
Households	0.05%		
Families	-0.02%		
Owner HHs	0.22%		
Median Household Income	3.26%		
Households by Income	Number	2022 Percent	2027 Number Percent
<\$15,000	5,158	10.6%	3,864 7.9%
\$15,000 - \$24,999	3,014	6.2%	2,095 4.3%
\$25,000 - \$34,999	3,154	6.5%	2,555 5.2%
\$35,000 - \$49,999	5,380	11.0%	5,057 10.3%
\$50,000 - \$74,999	7,828	16.1%	7,177 14.7%
\$75,000 - \$99,999	6,449	13.2%	6,612 13.5%
\$100,000 - \$149,999	9,262	19.0%	10,306 21.1%
\$150,000 - \$199,999	5,169	10.6%	7,087 14.5%
\$200,000+	3,337	6.8%	4,125 8.4%
Median Household Income	\$74,295		\$87,226
Average Household Income	\$98,138		\$115,602
Per Capita Income	\$40,297		\$47,301
Population by Age	Census 2010 Number Percent	2022 Number Percent	2027 Number Percent
0 - 4	5,177 5.0%	5,134 4.3%	5,219 4.3%
5 - 9	4,414 4.3%	4,669 3.9%	4,553 3.8%
10 - 14	3,849 3.7%	4,459 3.7%	4,189 3.5%
15 - 19	9,988 9.6%	10,654 8.9%	10,482 8.7%
20 - 24	19,721 19.0%	23,068 19.2%	24,243 20.1%
25 - 34	16,779 16.2%	19,258 16.1%	18,172 15.1%
35 - 44	10,761 10.4%	13,434 11.2%	13,989 11.6%
45 - 54	11,367 11.0%	10,320 8.6%	10,356 8.6%
55 - 64	9,889 9.5%	11,695 9.8%	10,488 8.7%
65 - 74	5,189 5.0%	9,292 7.8%	9,826 8.2%
75 - 84	3,974 3.8%	4,843 4.0%	5,955 4.9%
85+	2,594 2.5%	3,010 2.5%	3,020 2.5%

Data Note: Income is expressed in current dollars.



Demographic and Income Report (Esri 2022)

2050 Roselawn Ave W, Saint Paul, Minnesota, 55113 2
2050 Roselawn Ave W, Saint Paul, Minnesota, 55113
Ring: 5 mile radius

Prepared by Esri
Latitude: 44.99845
Longitude: -93.18576

Summary	Census 2010	2022	2027
Population	375,078	429,546	435,411
Households	155,155	181,656	184,340
Families	73,775	81,900	82,710
Average Household Size	2.25	2.22	2.22
Owner Occupied Housing Units	76,850	87,355	89,465
Renter Occupied Housing Units	78,304	94,301	94,875
Median Age	31.4	33.9	34.4
Trends: 2022 - 2027 Annual Rate	Area	State	National
Population	0.27%		
Households	0.29%		
Families	0.20%		
Owner HHs	0.48%		
Median Household Income	3.80%		
Households by Income	Number	2022 Percent	2027 Number Percent
<\$15,000	22,666	12.5%	17,846 9.7%
\$15,000 - \$24,999	12,583	6.9%	9,621 5.2%
\$25,000 - \$34,999	12,636	7.0%	10,295 5.6%
\$35,000 - \$49,999	19,977	11.0%	18,328 9.9%
\$50,000 - \$74,999	28,175	15.5%	26,457 14.4%
\$75,000 - \$99,999	23,968	13.2%	24,837 13.5%
\$100,000 - \$149,999	31,187	17.2%	36,452 19.8%
\$150,000 - \$199,999	15,927	8.8%	22,443 12.2%
\$200,000+	14,511	8.0%	18,034 9.8%
Median Household Income	\$68,931		\$83,052
Average Household Income	\$97,932		\$115,954
Per Capita Income	\$41,559		\$49,227
Population by Age	Census 2010 Number Percent	2022 Number Percent	2027 Number Percent
0 - 4	23,820 6.4%	23,508 5.5%	23,943 5.5%
5 - 9	19,986 5.3%	21,732 5.1%	21,244 4.9%
10 - 14	17,552 4.7%	20,608 4.8%	19,846 4.6%
15 - 19	29,772 7.9%	30,771 7.2%	30,551 7.0%
20 - 24	50,275 13.4%	51,588 12.0%	54,556 12.5%
25 - 34	66,757 17.8%	74,501 17.3%	71,254 16.4%
35 - 44	44,077 11.8%	56,053 13.0%	57,947 13.3%
45 - 54	45,728 12.2%	43,136 10.0%	44,850 10.3%
55 - 64	38,209 10.2%	45,996 10.7%	42,164 9.7%
65 - 74	19,278 5.1%	35,549 8.3%	38,112 8.8%
75 - 84	12,783 3.4%	17,359 4.0%	21,868 5.0%
85+	6,840 1.8%	8,746 2.0%	9,075 2.1%

Data Note: Income is expressed in current dollars.