

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
December 23, 2024 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON____ LEEHY____ MEYER ____
MIELKE ____ WASSENBERG____
- STAFF PRESENT: LINEHAN____
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
1. November 13, 2024 City Council Meeting Minutes
 2. December 4, 2024 City Council Workshop Minutes
 3. December 11, 2024 City Council Meeting Minutes
- F. PUBLIC HEARINGS:
1. Consideration of Amending the 2025 Fee Schedule Ordinance to Modify 2025 Water & Sewer Rates, 2025 Recycling Rates, Re-inspection Fees, Credit Card Minimum Convenience Fees, and Cannabis / Hemp Business Registration Fees
- G. CONSENT AGENDA:
1. General Disbursements through 12/19/24: \$503,277.15
Payroll through 12/15/24: \$24,767.06
Wire Payments through 12/15/24: \$15,828.25
 2. Approval of City Licenses
 3. Approval of the 2025 City Meeting Calendar
 4. Approval of an 18-Month Step Adjustment for Senior Maintenance Worker Dave Simons
 5. Acceptance of a \$500.00 Donation from the Falcon Heights / Lauderdale Lions Club
 6. Authorization to Apply for NEVI Grant for Electric Vehicle Charging Stations
 7. 2024 Budget Amendments
 8. Authorization of a Budget Amendment and Pay Request #1 to the City of Roseville for the 2024 Pavement Management Project – Roselawn Avenue Cost Share Agreement
 9. Ratification of Approved Contract with the City of St. Anthony Village for Police Services from March 1, 2025 through December 31, 2030
 10. Approval of an Amendment to the City's Personnel Policy to Reflect the Change to Bi-Weekly Payroll for 2025
 11. Mileage Reimbursement Rate for 2025
 12. 2025 Polling Place Agreement

H: POLICY ITEMS:

1. Consideration of Selecting Northland Recreation as the Playground Equipment Supplier for Community Park and Authorizing Purchase Using a Joint Purchasing Cooperative Not to Exceed \$250,000

I. INFORMATION/ ANNOUNCEMENTS:

J. COMMUNITY FORUM:

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

K. ADJOURNMENT:

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

MINUTES
November 13, 2024 at 7:00 P.M.

A. CALL TO ORDER: 7:01 PM

B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_ MEYER_X_

WASSENBERG_X_ MIELKE_X_

STAFF PRESENT: LINEHAN_X_

C. APPROVAL OF AGENDA

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

D. CLOSED SESSION

1. This meeting may be closed pursuant to Minn. Stat. § 13D.05, subd. 3(b) for a confidential attorney-client privileged discussion regarding settlement of potential claims against the Surety, Granite Re, Inc, under the performance bond.

Councilmember Meyer motions to close the meeting;
Approved 5-0

Mayor Gustafson motions to amend consent agenda item 3 to read approval of Settlement, Project FH-21-02 – Falcon Heights 2021 Pavement Management Project, Performance Bond Dispute, Bond No. GRMN44728A;
Approved 5-0

E. PRESENTATION

F. APPROVAL OF MINUTES:

1. October 2, 2024 City Council Workshop Minutes

Councilmember Wassenberg motions to approve the minutes;
Approved 5-0

G. PUBLIC HEARINGS:

H. CONSENT AGENDA:

1. General Disbursements through 11/6/24: \$408,579.81
 - a. Payroll through 10/31/24: \$26,539.92
 - b. Wire Payments through 10/31/24: \$16,590.17
2. Approval of City Licenses
3. ~~Consideration~~ Approval of Settlement, Project FH-21-02 – Falcon Heights 2021 Pavement Management Project, Performance Bond Dispute, Bond No. GRMN44728A
4. 2025 PMP Geotechnical Work

5. Authorization of a 2024 General Fund Budget Amendment to Increase the Police Services Line Item by \$88,000
6. 2024 Budget Transfer of \$25,000 from Fund 204 (Water) to Fund 403 (Parks Capital)
7. Authorization of Intent to Purchase John Deere 1585 Terrain Cut Tractor and Implements and Surplus City's 2013 John Deere 1585
8. 2025 Ramsey County Select Committee on Recycling & the Environment (SCORE) Grant Submittal and Enter into Agreement with Ramsey County for Funding
9. Authorization to Apply for the Solar on Public Buildings Grant Program for City Hall Solar Panels
10. Authorization to Repair Plow Trucks for up to \$12,000

Councilmember Meyer motions to approve the consent agenda;
Approved 5-0

I. POLICY ITEMS:

1. Adoption of the Larpenteur & Snelling Corridor Development Plan

Community Development Coordinator Lynch explains in the 2040 Comprehensive Plan, a more in-depth study of the Larpenteur and Snelling is recommended. A Larpenteur & Snelling Corridor Development Study kicked off last year in collaboration with WSB. It looked at the entire length of the two streets including all properties adjacent to it. Through public engagement, feedback was collected about the area and what residents and business owners liked and disliked. As part of the study, four main areas were identified for development concepts. Lynch points out that while residents have expressed their concern about traffic and safety along the corridor, the study was paid for by a Ramsey County grant with the condition that it would not be used to study traffic. The County has future traffic and safety plans for this corridor.

Gustafson and Wassenberg thank everyone involved in the study, it gives direction for the future of the corridor.

Councilmember Meyer motions to approve Resolution 24-66 – Adopting the City of Falcon Heights Snelling and Larpenteur Corridor Development Plan;
Approved 5-0

2. Authorization for a Contract Amendment Extending the Agreement for Law Enforcement Services with the Ramsey County Sheriff's Office for the Period of January 1, 2025 to February 28, 2025

Linehan explains that this is an amendment to the existing contract, allowing RCSO to provide services until the end of February to help the city transition to the St. Anthony Police Department.

Councilmember Wassenberg Motions to Approve Resolution 24-67 Amending the Service Agreement for Law Enforcement Services With The Ramsey County Sheriff's Office;
Approved 5-0

J. INFORMATION/ANNOUNCEMENTS:

Wassenberg notes the Parks Commission met on November 4, where they recapped the Fall fest and discussed goals.

Leehy and Gustafson thank everyone for participating in the 75th anniversary celebration, Fall Fest, and the video that was created. She also extends her gratitude to all veterans.

Meyer and Leehy thank Mielke for her contribution to the 75th anniversary celebration.

Linehan echoes the sentiments of how great the week of the City's 75th celebration was, and thanks Council Member Mielke and resident Rice' Davis for their work. The State Fair Task Force is determining when to meet next. Staff is busy working on license renewals and inspections. They will also be mailing out letters to properties identified with a racial covenant and are working with Just Deeds on an administrative removal process. It will take place on Tuesday, December 10 when the city will recognize International Human Rights Day. Public Works is getting ready for snowplowing season. They have been out street sweeping as well and will continue to until the first snowfall.

K. 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.

L. ADJOURNMENT: 7:48 PM

Councilmember Leehy motions to adjourn;
Approved 5-0

Randall C. Gustafson, Mayor

Dated this 23rd day of December, 2024

Jack Linehan, City Administrator

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CITY OF FALCON HEIGHTS

City Council Workshop
City Hall
2077 West Larpenteur Avenue

MINUTES

Wednesday, December 4, 2024
6:30 P.M.

A. CALL TO ORDER: 6:32 PM

B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_ (arrived at 6:40 PM)
MEYER_X_ MIELKE_X_ WASSENBERG_X_

STAFF PRESENT: LINEHAN_X_ JOHNSON_X_ CITY ATTORNEY ASANI_X_
NELSON_X_ OLSON_X_

C. POLICY ITEMS:

1. City Code Updates – Rental Inspections / Crime-Free Housing Program

Administrator Linehan explains staff has been reviewing the rental inspections section in City Code, crime-free housing, and other items as well to improve the renter's experience in Falcon Heights. Crime-free housing has been a topic that has been discussed as it can be tricky regarding language and implementation.

The City Attorney Petra Asani has been reviewing the crime-free housing ordinance in City Code as the program has recently received more interest from the Department of Justice (DOJ) because they found it has disproportionately affected minority groups and low-income tenants. No prior studies were conducted to assess the program's effectiveness, leaving uncertainty about its outcomes. In response to these issues, the DOJ has been raising concerns about due process and the disproportionate eviction of tenants. Consequently, many cities have started reevaluating their programs, repealing them entirely, implementing partial reforms, or establishing moratoriums. Asani explains the proposed amendments she made to the ordinance aim to address the DOJ's concerns.

Councilmember Wassenberg and Mayor Gustafson raise questions about background screening, the timing of convictions, and their impact on housing decisions.

Convictions can take longer than 12 months, making it premature to determine someone's housing status before a final verdict is reached. Wassenberg noted that the ordinance provides landlords with a structured process.

Asani explains that under its provisions, eviction requires a conviction, and the timing of that conviction is critical to the 12-month timeline. This program is mostly put in place for landlords who choose to conduct background checks; the ordinance requires compliance with specific guidelines. This includes mandatory training to ensure landlords understand how to utilize background checks and what factors they can and cannot consider in their decision-making. Additionally, Wassenberg clarified that the ordinance does not prevent landlords from evicting tenants based on behavior they

have directly observed.

Councilmember Meyer is concerned about creating more homelessness and wonders what the goal of the program is.

Asani explains there are instances where someone who was evicted was unable to find housing in the city where this occurred. The program is to give landlords a procedure regarding background checks. Crime-free housing is also supposed to help allow for due process, to avoid housing retaliation.

Councilmember Leehy wonders if multi-family buildings are aware of what tools are available. Asani adds this program also provides items for landlords for provisions to be added to the lease

Linehan wonders about minors in units. If a minor is convicted, the whole family gets evicted and would have trouble finding housing. Asani notes the program currently does not address that part.

Asani and Linehan note tenants can appeal their eviction. Asani explains throughout the appeal process, everyone involved is made aware of the process, including the city. There is also a record-keeping component to help keep track of how the program is doing. If landlords are utilizing these programs for discriminatory reasons, this program gives the city tools to take action.

Linehan points to the appeal process. Currently, the final decision-making body for appeal is the City Council. He wonders, does the council want to keep the public City Council appeal? There is the option to have a board of appeals. Wassenberg believes a board review would be better to keep the identity of the appellant anonymous, but current council members can serve on that board without making it public. The council further discusses details of the appeal process.

Gustafson wonders about record keeping and its impact on staff. They further discuss how landlords can acquire police reports under this program.

Asani notes that from an enforcement perspective, there are a lot of cumbersome steps that need to be taken to utilize the program for enforcement. There was a concern about providing too much police report information to landlords from the city and landlords using this information to evict people without due process. Without tenant protections, the city can face consequences from the DOJ.

Gustafson and Leehy feel these programs cancel each other out. Leehy feels like we want people to feel comfortable reporting crime, but we don't want people to over-utilize crime reporting. Asani explains there are protections put in place for the persons who call in and report a crime. There are also protections for housing retaliation. Linehan agrees it will make it more difficult to evict. The council can choose to keep the current ordinance but could face consequences as it's unsure how it's being used by landlords and contract police agencies, and using the proposed changes is better than repealing the whole program.

Wassenberg wonders about background checks on prospective tenants. Asani points out that the current changes only consider the last 12 months of criminal activity. Landlords can deny an application based on one conviction. The council wonders if the lookback period can be extended to 36 months. Asani notes the look-back period can be extended. The council discussed if they should make a difference between felonies and misdemeanors. 12 months seems short because it takes longer to convict. Asani reiterates that landlords are only subject to this program if they conduct criminal background checks. Council agrees on 36 months.

Nelson explains other code updates related to rental housing. A proposed change is to add air conditioning requirements and establish maximum temperatures, enforcement, and penalties. If the air conditioning is provided by the landlord, the temperature must be kept at no more than 80 degrees, for example, and ensure proper maintenance. Other proposed changes are cleaning up the language. A definition was added regarding group housing that has been licensed by the state and does not need municipal licensing.

Another update is changing the multifamily inspection period from 24 months to 12 months and adding wording to allow for the inspection of individual units. The code currently states common areas are inspected. Linehan explains this allows the fire marshal the discretion to inspect more units if needed.

Nelson continues, when the fire marshal has to return for multiple rechecks because of non-compliance or no-shows, a re-inspection fee will be charged.

Meyer wonders about the time period required for the air conditioning. Linehan explains this is a unique addition to a city code in Minnesota. It's very common in southern states. If it is on-site or in the lease, it has to be in working order. Council agrees. Meyer wonders if the time period can be extended as there are some hot days in May.

Linehan looks at what dates heat is required. Wassenberg wonders if there is an issue with them overlapping, and when enforcement would come into play. Staff will further research the temperature laws, to ensure it's done diligently. The fire marshal needs to complete an inspection first for enforcement.

The council wonders about the implementation of the ordinance and the passing of the fee schedule.

2. 2025 Proposed Fee Schedule

Nelson explains the proposed fee schedule includes adding a definition to help outline the Re-Inspection Fee. They get one inspection and one re-inspection. After that, there is a reinspection fee per occurrence. Without a fee, there is no repercussion and it's not taken seriously. The council agrees to increase the reinspection fee to \$100.

The council discusses striking pool halls and pool tables from the fee schedule. Linehan wants to ensure it is not mentioned in the city code anywhere else.

Mielke wonders about cigarette sales under licenses. Nelson says that it should be

updated to say “tobacco” and will note the change.

Linehan explains that cannabis fees are added and taken from state law. He is determining if approving the fee schedule requires a public hearing. If not, council can approve the fee schedule at the first meeting in January. Linehan continues to explain that they also added clarifying language about fees for the parks and fields as well as taxes. He also explains some of the utility fees.

3. Council Housekeeping Items

a. Council Standing Rules

Linehan explains standing rules are adopted annually. The recent modification includes discussing the council liaison appointments in December. No further changes to the council standing rules.

b. Liaison Appointments

The Council discusses the next year’s liaison appointments. Leehy would like to stay with the CEC. Wassenberg and Meyer are ok to move or to stay with their current commissions. Mielke is comfortable remaining with her appointments as well. The mayor will continue to be backup.

c. 2025 City Calendar

No changes to the calendar.

4. 2025 Budget Updates

Linehan reiterates that it has been difficult to create a budget without knowing the cost of public safety, which is the largest cost for the city. The costs are becoming clearer as the contract discussions are still ongoing with St. Anthony. He explains recruitment has been going well. In terms of the budget, Linehan recommends cutting from \$1.8 million to 24-hour patrol coverage or \$1.6 million. This would lower the total levy to an increase of 2.78%, a \$33 increase per year for the median home. Falcon Heights had the biggest increase in median home value, and in addition to the city’s tax rate, the county, and other taxable areas seeing increasing rates, property owners are still seeing a large increase in their property taxes.

The council wonders what the actual expenditures for 2024. Olson explains he has been going through the 2024 budget and determining actuals, but thus far it was pretty accurate. Approving the increase of the budget of \$80,000 for policing was needed earlier in the year.

Linehan is hopeful that moving to St. Anthony Village for policing will stabilize the public safety costs.

5. Community Park Playground

Linehan explains the Parks Commission met on Monday, December 2nd. They received 11 proposals for the playground. The Parks Commission reviewed the bids and was unanimous with their favorite choice. The council reviewed the winning choice.

Nelson points out all vendors were given the same perimeters and budget. The City

wants the playground to be inclusive and accessible, and each vendor interpreted this differently. The winning bid chosen by the Parks Commission seemed the most all-inclusive playground for mobility and accessibility.

The council continues to review the playground design picked by the Parks Commission. Wassenberg points out there is something for every age, mobility level, and accessibility and they are all connected as a larger structure. They did look at adding components from other playgrounds such as a track around the surface.

Linehan notes everyone's bids are up to \$225k for the playground. If the City receives the DNR grant, they will utilize the grant to purchase the fence and poured in place surface, and potentially for shade canopies as well.

The council continues to review the playground bids and discuss why certain designs didn't make the cut. Nelson explains the minor modifications the Parks Commission recommends and asks if the Council has any other modifications. She would also like to add shade canopies to the grant application.

Linehan explains the latest with the park design and says there have been some small modifications to reduce the number of trees that need to be removed. Building designs are still being worked on.

The council prefers to have the Parks Commission determine colors and specifics. Linehan wants to make the building the last part of the renovation as it would likely not get installed till spring 2026.

6. Recording City Council Workshops

Linehan explains a council member requested to consider the livestreaming of council workshops. Staff analyzed which cities in the county record workshops and determined about some, mainly larger communities record sessions, and many do not record work sessions. He estimates the cost would be around \$5,000 per year. He explains there is the option to move workshops to after council meetings, to keep the cost the same with two meetings a month and says it would free up a Wednesday night a month.

Mielke would value having the ability to watch back the work sessions as minutes don't capture the entire conversation.

Council shares opinions. Wassenberg wonders about recording just audio and Leehy prefers having the work session in a circle to have better discussions. Gustafson and Meyer agree that it fosters better discussion. Meyer likes the idea of moving the workshops to be after council meetings

Linehan suggests seeing if there is mobile audio available from NineNorth. Wassenberg notes if the city gets its own audio solution, we can keep the schedule as is. Mielke points out that without video, it's hard to determine who is speaking.

Gustafson wonders if NineNorth can see if they can record and videotape the work session as the council sits in a circle and not at a dais. Wassenberg believes keeping the

work session on the first Wednesday of the month is best to keep everyone fresh.

Linehan explains he can still tweak the budget to add a budget for technology upgrades and to cover NineNorth costs.

D. ADJOURNMENT: 9:48 PM

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.

Dated this 23rd day of December, 2024

Randall C. Gustafson, Mayor

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 - AMENDED
December 11, 2024 at 7:00 P.M.

A. CALL TO ORDER: 7:00 PM

B. ROLL CALL: GUSTAFSON__x__ LEEHY__x*__ MEYER __x__

MIELKE __x__ WASSENBERG __x__

STAFF PRESENT: LINEHAN__x__ NELSON__x__ LYNCH__x__

Linehan points out two minor amendments were made. Under Consent Agenda, item G15 was added, which is Authorization of Inspection and Repairs for Plow Truck Units #18 and #16 Not to Exceed \$8,000 and under Policy Items, number H3 was added, Authorization of Service Order with Forest Lake Contracting Not to Exceed \$8,500 for Emergency Repair of Six Street Lights in the University Grove Neighborhood.

C. APPROVAL OF AGENDA

Council Member Meyer motions to approve
the agenda; Approved 4-0
(*Leehy was not yet present)

D. PRESENTATION

1. Receiving the Feasibility Report and Ordering Public Hearing for the 2025 Pavement Management Program (PMP)

City Engineer Erik Henricksen says the 2025 Pavement Management Program (PMP) involves two neighborhoods, Falcon Woods and Northome. Falcon Woods was originally built out and paved in the '60s and in the '80s as it developed. The Northome neighborhood was originally constructed between the '40s and '50s and built up from there. The City contracted with a consultant geotechnical engineering firm for coring and boring operations to evaluate best rehabilitation methods. Both neighborhoods were identified as needing full-depth reclamation (FDR) to be repaved with 3.5" asphalt. Curb and gutter spot replacement in both neighborhoods will also be completed. There will be spot storm repairs in Falcon Woods but there's no need for storm repairs in Northome. In both areas, there will be spot sanitary sewer repairs. All manholes have been inspected and identified for the appropriate treatment needed.

Mielke asks for clarification on the trail rehabilitation slated for Falcon Woods and if Henricksen is referring to the trail to the park.

Henricksen says that is correct, the trail from the Falcon Woods neighborhood to Community Park will be included in the rehabilitation, as is the trail from Garden Avenue connecting to Prior Avenue in the cul-de-sac south. Not much maintenance has taken place on those pathways since the installation in the 1980s.

Henricksen explains that a lot of coordination is required with other public agencies on this project, including MnDOT, the City of Roseville, St. Paul Regional Water Services (SPRWS), Capitol Region and Rice Creek Watershed Districts, and Ramsey County.

Henricksen shares that St. Paul Regional Water Services identified no improvements needed at this time.

Mielke asks if lead pipe replacement would get tied into this.

Henricksen says SPRWS would deal with lead pipe replacement on a resident-by-resident basis but feels that is a good question to follow up with them on again.

Mielke says a resident in Northome had lead pipes identified at their property.

Wassenberg said they did not have lead running from streets to property line; it was property line to house that was lead.

Henricksen says construction limits are to the curblin, and they won't be trenching or digging beyond that.

The watershed districts within these project areas are both Capitol Watershed and Rice Creek. No additional stormwater or watersheds are triggered with this. Some of these project areas abut Ramsey County right-of-way. Through the design phase, they will coordinate with the county on permitting requirements.

Henricksen outlines the project costs. For Falcon Woods, the total estimated cost is approximately \$1.1 million and does include contingency and engineering costs. This is about 1.1 miles of pavement.

The total estimated cost for Northome is about \$932,000. The reason this one's reclamation cost is a bit more is because it is based on the amount of pavement you are rehabilitating, and this is 1.2 miles of street.

Henricksen explains that the project funding sources come from applicable utility funds, assessments and an equal share from the Street Fund and Municipal State Aid Funds for the City's cost for that portion of the street improvement project.

Henricksen says it breaks down fairly evenly between the neighborhoods in terms of per-person cost. The Assessment Policy states that 40% of improvement costs are assessed to property owners. In September of this year, the Council clarified some points in the Assessment Policy, including front footage and the lot unit or assessable cost. 40 of the 221 parcels within Northome are not assessed, as their adjacent side is the short side. These properties would have already been assessed when the north and south sides were improved.

In Falcon Woods, 4 properties are not included because there is no improvement abutting their property. It's an atypical neighborhood in the sense of how a frontage looks. Northome is more of the gridded-out section, which the precedent has been to do front footage assessment.

The proposed estimate for assessments in Falcon Woods is \$3,850 per parcel. For Northome, the proposed assessment range is \$1,525 to \$2,750 per front frontage calculation.

Henricksen does want to note that one property located at 1525 Idaho will be stricken from the assessment roll because they were assessed during the north/south assessment roll in 2013.

Property owners can pay part or in full, interest-free during the first 30 days of the assessment roll being accepted by Council.

If they do not, the fees get added to the property taxes and they would expect to begin paying the assessments in 2026 through their property taxes. Henricksen says that the length of the payment period will be determined by Council (FDR can be extended between 10 to 15 years) and that will be done in the fall of 2025, at an interest rate set by Council. The interest rate shall be set at 2% above the current rate of return on the City's portfolio. There is a hardship deferral option as well.

Henricksen then outlines the project's estimated timeline, with construction beginning in spring/summer of 2025 and being substantially completed by fall 2025.

Wassenberg comments that it would be nice to have the project completed by mid-August, prior to the MN State Fair, particularly in the Northome neighborhood.

Henricksen says it's a great comment and that it's something they will plan on building out in the contract. He says that is a summary of the PMP, but the Feasibility Report is included in the packet.

Linehan asks Henricksen if he can share a bit more about the findings from the geotechnical consultant, Braun Intertech, and why the project was originally thought to be a mill and overlay (M&O) but has now been identified for a full-depth reclamation (FDR).

Henricksen says he was not involved in the original scoping but that it happened some time ago. Roads are given scores of zero to 100 and, at that time, they were scored between 50 and 60, which are sufficient for a mill and overlay. When those inspections were done in 2010 or 2011, a seal coat had been applied, which made it appear newer. Geotech Braun found during the corings that there was a lot of moderate to severe stripping. The aggregates are not holding up well anymore; it's not a solid-looking core.

In short, it's an indication that the pavement has gone through its entire life cycle. It would cost the same to do a full-depth mill and a full-depth reclamation (FDR), but the quality and lifespan is better with the reclamation.

Wassenberg wonders if there was a full-depth reclamation (FDR) in Northome at some point. Henricksen says he could not find a record of one. There was spot-milling and spot-curb replacement done in 2001. Henricksen says that FDR has really taken off in the last ten years in urban settings.

Wassenberg says that in summary, most of the bituminous layer on east/west roads in Northome are at least 20 years old.

Linehan says that the public hearing is set for a little bit later than normal so we can have a neighborhood meeting in early January and both neighborhoods can be invited to attend and see the plans before then.

Council Member Wassenberg motions to approve
Resolution 24-68 Receiving the 2025 Pavement

E. APPROVAL OF MINUTES:

1. October 9, 2024 City Council Meeting Minutes
2. October 23, 2024 City Council Meeting Minutes
3. November 6, 2024 City Council Workshop Minutes

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

F. PUBLIC HEARINGS:

1. 2025 Truth in Taxation and Budget Presentation

Linehan says a lot affects your tax rate. The changes in the tax levy, changes in the market value of your property, legislative changes, and any new taxes passed by referendum all affect your tax rate.

Linehan continues by saying that one challenge that cities work with is that you cannot propose a levy and increase it at the Truth in Taxation hearing. You can approve the same levy that you presented or you can decrease it.

Linehan talks about Market Value Exclusion and says that it's nuanced. As your property value increases, your exclusion decreases. This is only for homestead properties. Traditionally, the amount that the exclusion stopped applying to your property was once it got over \$413,000 in market value. A new bill increased that amount to \$517,000 this year.

Linehan adds that the Median Home Value (MHV) for a Falcon Heights home was \$373,950 in 2024. For 2025, the MHV is now \$401,750. It's great that homes increase in value, but it does create some challenges. Even if your tax levy is similar, as your property value goes up, your tax bill goes up. If you compare us to all other Ramsey County cities (aside from North Oaks), we had the highest change in median value. We continue to see this growth year over year.

Next, Linehan discusses the property tax bill. The assumption is that the property tax bill goes to the City. While that is true, the county and the school district typically share equal shares (35% each). The City sits right around 26% of the tax bill.

Linehan says that the goal of the Truth in Taxation is transparency in taxes. The median home value (MHV) increased from \$373K to \$401K. The taxable MHV after exclusion is \$391K. We are then able to take 1% of your home's value. For the average home, this is \$3,914. This determines the City's tax rate. We are proposing that the average City taxes in 2025 will be \$1,401, which will be a \$33 increase. Originally, we thought the increase would be about \$131, but that was before one of the largest factors of our budget was known.

Linehan shows levy comparisons over the past several years. Our debt levy is going down by \$40,000 next year, which is strategic. We will pay off debt in 2025. We are also on pace to pay off our 2023 bond early as well. That will leave 2021 (and future tax levies) as debt.

The City has not had to transfer money from our reserves to our General Fund since 2014.

Linehan says it's important to see our neighbors' current levies as well. Our taxes are a little bit higher as we are primarily residential. When you look at the total tax bill, we are one of the higher tax bills in the county, but that is primarily driven by the school district and county.

Linehan summarizes the 2025 Proposed General Fund and says that the General Fund drives the property tax levy. In 2025, we are proposing an approximate 4% increase in the General Fund. The levy increase is 2.77%. We are proposing a cost-of-living (COLA) adjustment of 3.5% for staff.

Linehan shows that in 2025, it is proposed that the City will be decreasing our policing costs by \$84,000 from the 2024 cost.

In regards to the levy increase, what is the City planning to do with this money?

- Our website will need to be redone as it's coming up on five-years-old.
- We would like to regenerate our tree program for boulevard tree replacement.
- There is a new proposal to compensate City Commissioners.
- A reclassification of our Accountant to Assistant Finance Director.

Linehan says that since we essentially have a contract agreed upon by both cities, we now have a number to associate with police services in 2025.

There will be no transfers of reserves; it's a balanced budget.

LGA receipts from State of MN stayed the same. Fiscal Disparities increased \$95,695. Overall, general fund expenditures and revenues are \$3,652,477 or 3.97%, higher than the 2024 operating budget.

The Public Hearing opens to receive comments from residents. No comments are received during the Public Hearing.

Mielke is relieved they were able to lower the levy increase to 2.77% rather than the proposed amount.

Meyer echoes those sentiments and appreciates staff working to reduce debt.

Leehy appreciates Linehan's reports and it being put in layman's terms for understandability.

Wassenberg says they are seeing a better value proposition for policing in 2025.

Gustafson says they didn't approach the policing topic this year as a budgetary reason to go with St. Anthony Village or another policing partner. It is because the community wanted community-based policing and that the savings are just a great bonus.

Mayor Gustafson motions to approve Resolution 24-69
Adopting the 2025 Tax Levy; Approved 5-0.

Mayor Gustafson motions to approve Resolution 24-70
Adopting the 2025 City Budget; Approved 5-0.

G. CONSENT AGENDA:

1. General Disbursements through: 12/04/24 \$34,870.82
Payroll through: 11/30/24 \$25,680.33

Wire Payments through: 11/30/24 \$16,059.50

2. Approval of City License(s)
3. Appointment of Campbell Knutson as City Attorney
4. Appointment of Kelly & Lemmons as City Prosecutor
5. Appointment of Creative Planning as City Auditor
6. Appointment of Roseville Assistant City Engineer Erik Henricksen as City Engineer
7. Approval of Setting 2025 Cost of Living Adjustment (COLA) at 3.5% For All City Employees
8. Statutory Tort Limits Liability Coverage for the City in 2025
9. Approval of the Northeast Youth and Family Services Cooperative Service Agreement for 2025
10. Approval of the Tubman Legal Services Cooperative Agreement for 2025
11. Approval of a Joint Powers Agreement with the City of Roseville for Engineering Services
12. Reclassification of Part-Time Accountant Position to Assistant Finance Director
13. Promotion of Alyssa Landberg to Assistant Finance Director
14. Request to Close Fund 428 – Amber Union Project Fund and Transfer Balance to Parks / Public Works Capital Fund 403
15. Authorization of Inspection and Repairs for Plow Truck Units #18 and #16 Not to Exceed \$8,000

Wassenberg appreciates the work that NYFS does for the community, especially the services they continue to add and to provide.

Leehy thanks fellow council members for seeing the value in the services provided by NYFS and Tubman.

Meyer is proud to sit on a Council for a City that invests in staff and is happy for Alyssa to be promoted. He recognizes the turnover that a small city like ours can face, so he appreciates investing in our staff and enthusiastically supports a 3.5% COLA increase for staff.

Linehan congratulates Alyssa Landberg on her promotion and says that she has been with the City for a couple of years, first as an intern, then as a part-time accountant and now as a full-time Assistant Finance Director.

Mayor Gustafson motions to approve the Consent Agenda; Approved 5-0.

H: POLICY ITEMS:

1. Adoption of Ordinance 24-07 Amending Chapter 14 of the Falcon Heights City Code to Incorporate and Establish Regulations for Registering Cannabis and Hemp Businesses

Community Development Coordinator Lynch says they are looking at making changes to two chapters of City Code so her presentation will address both Policy Items H1 and H2.

Ordinance 24-07 adds registration information to City Code and states reasons for denial or revocation.

Lynch first walks Council through the licensing process and says the state does not allow the City to outright deny cannabis or hemp businesses. One business is required to be licensed within Falcon Heights due to its population size (“no fewer than one registration for every 12,500 residents”).

The licensing process starts with the Office of Cannabis Management (OCM) to submit their application to. The application is vetted by OCM and entered into a lottery drawing. If the business is selected in a lottery, OCM conducts a background check and issues a preliminary approval. The business will submit their location and amend their application accordingly. The Cannabis business should then reach out to the City to ensure the targeted business area is zoned properly. Lynch says that this is where the City comes into the process. The OCM will forward the completed application to the City and we sign off on it saying that the business is meeting all of the zoning and registration regulations. OCM will then do a site inspection and issue a state license. The retailer will receive a registration from the city prior to business commencing any retail sales.

As a local municipality, Lynch says that the City can limit the hours of operation from 10:00 AM and 9:00 PM, 7 days a week, and can provide buffers in certain areas. Compliance checks must be completed at least once per year.

Lynch explains what buffers look like in Falcon Heights. Chelsea Heights Elementary is in St. Paul, but it touches the corner of Hoyt and Hamline.

On November 26, 2024, the Planning Commission met and held a Public Hearing. Their recommendations are summarized as follows:

- A cap on one cannabis retailer, cannabis microbusiness with a retail endorsement, or cannabis mezzo business with a retail endorsement. The difference between micro and mezzo business are somewhat like a brewery, where you grow and produce onsite and may also consume.
- The 1,000 feet from the elementary school did not touch any commercial districts, but in an effort to be a good neighbor, we will match St. Paul’s regulation of being 300 feet from schools.
- Businesses must be located within the B-3 zoning district (NE and NW corner of Larpenteur and Snelling). Hours must be limited to 10:00 AM and 9:00 PM, seven days per week.
- No onsite consumption will be permitted unless their state license states that they can offer consumption onsite. In an effort to combat this, the City is prohibiting smoking onsite and in outdoor patios.
- Operations must take place within an enclosed building.
- May not share a common entrance with a tobacco products shop.
- No onsite consumption of cannabis or cannabis products, including lower potency hemp edibles or beverages, at any special event. *This does not include the Minnesota State Fair or the University of Minnesota, as those are not in our jurisdiction.

Meyer Motions to Adopt Ordinance 24-07 and Summary Ordinance 24-07 Amending Chapter 14 of the Falcon Heights City Code to Incorporate and Establish Regulations for Registering Cannabis and Hemp Businesses; motion passes 5-0.

2. Adoption of Ordinance 24-08 Amending Chapter 113 of the Falcon Heights City Code Allowing and Establishing Regulations for Cannabis Retail Establishments

Ordinance 24-08 amends Chapter 113 of City Code, which is the Zoning Chapter. This is where changes are added to include the buffer, the hours of operation, and the requirement to be within a B-3 Zoned Area.

Lynch shares that one resident spoke at the Pubic Hearing and that two written emails we recorded into record, all opposing cannabis businesses. Lynch made it clear to them that we cannot ban them so it's a matter of finding the best location in the City for them.

Wassenberg says Ordinance 24-08 does not mention the B-3 Zoning.

Linehan says it is referenced on page 227 in the agenda packet or section two of the ordinance amending Chapter 113 179C and it adds these definitions into B-3.

Leehy asks for clarification about mezzo and micro businesses.

Lynch says that the determination is based on the square footage of the operation and the amount of product produced. She can look at the specifics as to how it is determined.

Leehy then asks how this might come into play with restaurants that might have THC products. Does that constitute one of these licenses being used?

Lynch says that our restaurants are within B-3 Zoning and we are adding lower potency hemp edibles as a permitted use in B-3. So, they would be allowed as long as they get a license from the state and register with the City, then they can sell that there. Lower potency hemp edibles and beverages are permitted to be consumed onsite; we are not prohibiting that in our ordinance, only smoking outdoors. And, lower potency is separate from mezzo and micro businesses.

Mayor Gustafson says that it has been a challenge to figure it all out but the City's moratorium ends on December 31 and something needs to be in place by January 1.

Mielke adds that the St. Paul City Council President and Vice President will be happy to see that we matched their buffer.

Wassenberg Motions to Adopt Ordinance 24-08 and Summary Ordinance 24-08 Amending Chapter 113 of the Falcon Heights City Code Allowing and Establishing Regulations for Cannabis Retail Establishments; motion passes 5-0.

3. Authorization of Service Order with Forest Lake Contracting Not to Exceed \$8,500 for Emergency Repair of Six Street Lights in the University Grove Neighborhood

Linehan explains that a resident notified the City that street lights were out in the University Grove neighborhood in early December. This was the result of copper wire theft. This area is a little unique in that all the street lights were installed by St. Paul Public Works through a

cooperative agreement in 1998 and they also maintain them. After determining that Falcon Heights is the owner of the lights, we filed a police report. While we would normally have St. Paul Public Works repair the lights, they have a backlog that would likely make them unable to get to it before the summer. The proposed repair by Forest Lake Contracting is slightly more expensive than if St. Paul were to repair them, but this estimate also includes replacing the lightbulbs to color-match adjacent streetlights and to fortify the copper wire to make it more difficult to steal. Long-term, we will have to determine what to do with the street lights as they are coming up on 27-years-old.

Wassenberg asks if anything can be done to protect the lights from future copper wire theft such as securing the access panel by spot welding in place.

Linehan says that he is not sure but will consult with St. Paul on how best to protect the lights. He adds that St. Paul is leaving their street lights on 24/7 to help deter theft.

Wassenberg believes spot welding may be a solution since we don't have to service the lights often.

Leehy assumes the cost is higher because the quantity is lower than if St. Paul were to bundle all the lights and do the repair.

Linehan says that may be true. Ultimately, it requires a crew to be dispatched and that comes at a cost. He says that the repairs are approximately \$1,000 per light, whereas our new lights along Larpenteur came at a cost of approximately \$10,000 per light. If the Council approves this repair, Forest Lake Contracting can service them very quickly. The long term may be to replace all of the lights, but the short term is to restore lights to working for safety reasons.

Leehy agrees the lights need to be repaired as a safety measure for our residents.

Mielke Motions to Approve Authorization
of Service Order with Forest Lake Contracting Not
to Exceed \$8,500 for Emergency Repair of Six Street
Lights in the University Grove Neighborhood;
Approved 5-0.

I. INFORMATION/ANNOUNCEMENTS:

Mielke says that the Environment Commission met on Monday night and there are 18 people on the Climate Action Team.

Meyer attended Human Rights Day last night and says it was well-attended. He is glad this is something that our city is doing to discharge racial covenants.

Leehy said at least 100 residents signed up to have a racial covenant removed that ultimately did not have to attend in person or the event would have been even more packed. Leehy appreciates the wonderful presentations from Just Deeds and Mapping Prejudice and the work of the Community Engagement Commission and Elke.

Wassenberg said that the Parks and Recreation Commission met earlier this month to review playground designs and is glad the preferred design takes into consideration the mobility and ages of all users.

Mayor Gustafson says that the Council will next meet on Monday, December 23.

Linehan says that Staff has been getting various businesses licensed and inspected. Public Works has been flooding a rink liner at Curtiss Field in hopes that it extends the season. With some challenges at the site, there will not be a warming house this year.

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: 8:47

Councilmembers Leehy and Mielke motion to adjourn the meeting; Approved 5-0.

Randall C. Gustafson, Mayor

Dated this 23rd day of December, 2024

Jack Linehan, City Administrator

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Meeting Date	December 23, 2024
Agenda Item	Policy F1
Attachment	Schedule, Ordinance, Summary Ordinance
Submitted By	Jack Linehan, City Administrator

Item	2025 City Fee Schedule Ordinance
Description	The City Council reviews the fee schedule annually for any adjustments. In 2022, the City moved from a fee schedule resolution to a fee schedule ordinance at the advice of the City Attorney. Included in the proposed fee schedule is an increase in fees for Sanitary Sewer, increasing the residential and apartment unit rate from \$37.75 to \$38.50 per quarter, plus, increasing the cubic foot of water fee from \$0.0247784 to \$0.0252739. The current fee schedule incorrectly states the Storm Drainage fee as \$28.50 instead of \$27.50. The new proposed fee for Storm Drainage includes a increase from \$27.50 to \$28.25 per quarter (\$0.25 per month), per residential units, and, increases the commercial / apartment unit rate from \$261.58 to \$268.64. The proposed fee for Recycling includes an increase from \$14.25 to \$15.75 per quarter for residential units. This rate increase equals the rate increase from Tennis Sanitation in our 2025 recycling services contract, valid January 1, 2025 through December 31, 2025. The proposed fee schedule increases re-inspection fees from \$50 to \$100 and further specifies the fee can be charged for either an initial recheck failure or for a no-show and is a <u>per-occurrence</u> fee. The proposed fee schedule establishes a minimum convenience fee for credit card / debit card transactions. Currently, the City utilizes AllPaid to process credit/debit card transactions at a 2.95% fee. AllPaid is establishing a minimum credit card charge now of \$3.99 per transaction so the City is mirroring that fee. The proposed fee schedule also establishes registration fees for Cannabis and Hemp Businesses as \$500 for initial registration and \$1,000 for renewal. Some fee increases require a public hearing under state statute. Our annual utility rates do not. Additionally, the fee increases were included in the 2025 Budget.

Budget Impact	N/A
Attachment(s)	• Proposed 2025 City Fee Schedule • Ordinance 24-09 Amending Fee Schedule • Summary Ordinance 24-09 Amending Fee Schedule

CITY OF FALCON HEIGHTS
Proposed 2025 Fee Schedule

A. LICENSES

1. Business Licenses

<u>Item</u>	<u>Fee</u>
Bus Benches (Courtesy)	\$ 50.00 per bench
Gasoline Station Operator License	
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Municipal Business	
10,000 sq. ft. or less	\$ 100.00
10,001 sq. ft. or more	\$ 200.00
Pool Hall	\$ 800.00
Precious Metal Dealer	
Investigation fee/general	\$ 1,500.00
Investigation fee/MN only	\$ 500.00
License fee	\$ 2,000.00
Restaurant	
Lunchroom	\$ 50.00
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Therapeutic Massage License	
Investigation fee	\$ 350.00
License fee	\$ 100.00
Home Occupation License	\$ 50.00
Retail Grocery License	\$ 50.00
Holiday Tree Sales License	\$ 50.00
Car Wash License	\$ 50.00

2. Liquor Licenses

<u>Item</u>	<u>Fee</u>
Bottle Club	\$ 300.00
Liquor, Off-Sale	\$ 310.00
Liquor, On-Sale	\$ 4,000.00
Liquor, Special Event	\$ 25.00
Liquor, Sunday	\$ 200.00
Malt Beverage, Off-Sale	\$ 150.00
Malt Beverage, On-Sale	\$ 500.00
Malt Beverage, On-Sale (with wine license)	\$ 1.00
Wine License	\$ 2,000.00
Temporary Liquor License	\$ 50.00
Background Checks (per license)	\$ 500.00

3. Other Licenses

<u>Item</u>	<u>Fee</u>
Amusement machines (per machine)	\$ 30.00
Cigarette Sales Tobacco	\$ 250.00
Contractor licenses	\$ 35.00
Peddlers and solicitors	
(For profit)	\$ 25.00 per individual
(Charitable)	Free, but license still required
Pedicab	\$50.00 per pedicab
	\$25.00 per driver
Pool tables (per table)	\$ 30.00
Refuse Haulers	\$ 100.00
Low-Density Rental License	\$ 50.00/per unit
High-Density Multifamily Rental License	
5-19 units per building	\$ 150.00
20-49 units per building	\$ 200.00
50-99 units per building	\$ 250.00
100+ units per building	\$ 300.00
Re-inspection	
(due to initial recheck failure or a no-show)	\$ 100.00 per occurrence
Cannabis and Hemp Business Registration	
(Initial)	\$ 500.00
(Renewal)	\$ 1000.00

B. PERMITS

1. Building permit fees:

Total Valuation	Fee
\$1.00 - \$500.00	\$29.50
\$501.00 - \$2,000.00	\$28.00 for first \$500, \$3.70/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$83.50 for first \$2000, \$16.55/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$464.15 for first \$25,000, \$12.00/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$764.15 for first \$50,000, \$8.45/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,186.65 for first \$100,000, \$6.45/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,886.65 for first \$500,000, \$5.50/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$6,636.65 for first \$1,000,000, \$4.50/each additional \$1,000

326B.153 BUILDING PERMIT FEES.

Subd. 2. **Plan review.**

Fees for the review of building plans, specifications, and related documents submitted as required by section 326B.106 must be paid based on 65 percent of the building permit fee required in subdivision 1.

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour¹ (minimum charge – two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour¹
3. Inspections for which no fee is specifically indicated \$47.00 per hour¹ (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

**Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$ 150.00
3. Demolition or removal of structure: \$ 1.25/1,000 cubic ft.; minimum \$ 50.00
4. Residential Solar Installation
Flat fee: \$200
State Surcharge: \$1.00
5. Mechanical permit fees
 - a. Residential Work
Base Fee \$50.00

State Surcharge \$1.00

Furnace/Boiler (warm air or hot water heating system)
\$70.00 New
\$40.00 Replacement
\$30.00 Unit heaters

Air conditioning and refrigeration
\$50.00 New

\$30.00 Replacement

Other Items

\$35.00 Gas line/piping

\$40.00 Duct work

\$45.00 Wood burning furnace per unit

\$40.00 Swimming pool heater per unit

\$35.00 Air exchanger with duct work per unit

\$35.00 Gas or oil space heater per unit

\$35.00 Gas direct vent heater per unit

\$35.00 Gas fireplace log or heater per unit

\$35.00 Gas hot water heater for domestic hot water (only if replacing gas

line)

b. Commercial Work

Gas piping, refrigeration, chilled water, pneumatic control, ventilation, exhaust, hot water, steam, and warm air heating systems.

This fee shall be \$50 plus 1-1/4 percent (1.25%) of the total valuation of the work. Value of the work must include the cost of installation, alteration, addition, and repairs, including fans, hoods, HVAC units and heat transfer units, and all labor and materials necessary for installation. In addition, it shall include all material and equipment supplied by other sources when those materials are normally supplied by the contractor.

6. Plumbing Permit Fees

\$35.00 base fee plus \$10.00 per fixture installed, \$ 1.00 state surcharge

7. Right of Way Permit Fees

<u>Item</u>	<u>Fee</u>
Registration fee	\$ 25.00
Hole	\$400.00
Trench	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$400.00 + \$ 40.00 per 100 lineal feet or portion thereof
Obstruction	\$50.00 + \$ 0.20 per lineal foot

Small Cell Wireless

Permit fee	\$ 100.00
Rent on City structure	\$ 150.00 per year
Maintenance for colocation	\$ 25.00 per year
Monthly electrical services	
Radio node less than 100 watts	\$ 73.00 per month
Radio node over 100 watts	\$ 182.00 per month

8. Sewer Connection or Repair \$ 50.00
9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00
10. Street Opening Fee \$ 25.00 (plus cost of permit)
11. Zoning Permit

<u>Item</u>	<u>Fee</u>
Fence	\$50.00
Temporary Sign	\$50.00
Permanent Sign (each)	\$ 50.00
Residential driveway	\$ 40.00
Commercial driveway	Subject to Building Permit Fees
12. Mobile Storage Structure/Dumpster Permit

<u>Location</u>	<u>Fee</u>
On private property	
14 days	\$ 10.00
30 days	\$ 20.00
On public street	
72 hours	\$ 10.00

(Permits may be renewed once in a 90 calendar-day period)
13. Chicken Permit (first time and subsequent applications) \$ 50.00
14. Beekeeping Permit (first time and subsequent applications) \$50.00

C. PLANNING FEES*

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review	
(when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00
Tax Increment Finance (TIF)	

Application Fee	\$5,000.00 Non-Refundable
Escrow	\$10,000.00

*Fee plus actual cost billed by contractors or city consultant fees.

DRAFT

D. FACILITY RENTAL FEES

Private use of public facilities is permitted on a space-available basis. Reservations and damage deposits are required for private use of the following community facilities. Discounted rates are available for weekly bookings:

Park Facility Rental Amenities & Fees

		Rental Fees	
Facility	Amenities available	Half Day 9am-3pm / 4pm-10pm	Full Day 9am-10pm
Community Park-Building & Upper Picnic Area (2050 Roselawn Ave; corner of Roselawn and Cleveland)	Park building Full kitchen (stove, oven, refrigerator/freezer, sink, microwave) Tables & chairs Inside bathrooms Portable toilet 2 BBQ grills 9 4 Outdoor Picnic tables Trash receptacles Parking lot (50 vehicle capacity) plus off-street parking	Not Available \$20 + tax*	\$150 + tax \$35 + tax*
Community Park East Picnic Area (near playground)	2 3 Picnic tables Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Community Park Lower Picnic Area (Southwest corner of park)	2 Picnic tables 1 BBQ grill Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Curtiss Field Picnic Area (near playground) 1551 W. Iowa Ave.	3 2 picnic tables 1 BBQ Grill Portable ADA bathroom Parking lot (10 spots); there's also on-street parking	\$20 + tax*	\$35 + tax*
The Grove 1600 Coffman Street	2 picnic tables 1 BBQ grill Trash receptacles NO RESTROOM Limited on-street parking	\$20 + tax*	\$35 + tax*
Play Kit Rental	Includes variety of balls, Frisbees, and other play equipment	\$15 + tax*	
Set up/Tear Down	\$25		

Disclaimers:

- A damage deposit (\$200-400, or as determined by the City Administrator) is required for park facility rentals. The deposit must be made in a separate form from the payment and will be

refunded upon return of facility key and inspection of the facilities.

- ***Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)**
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 8:-noon
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- If you plan on bringing any outside equipment (i.e. inflatable devices, dunk tanks etc.) into the park, you must disclose this to a city employee during the reservation process. The City may require documentation such as a hold harmless agreement or certificate of insurance naming the City has an additional insured.

City Hall Facility Rental Fees

	Capacity	Rental Fees		
		3 hours	Half Day 9am-3pm/4pm-10pm	Full Day 8am-10pm
Council Chambers Full room (includes kitchen facility)	150 75 Seated	\$125.00 + tax*	\$200.00 + tax*	\$275.00 + tax*
Partial Council Chambers (Front or Back Half)	75 30 Seated	\$60.00 + tax*	\$115.00 + tax*	\$175.00 + tax*
Kitchen Facility	10 6 Seated	\$30.00 + tax*	\$60.00 + tax*	\$75.00 + tax*
Conference Room	8 maximum	\$35.00 + tax*	\$70.00 + tax*	\$125.00 + tax*
Set Up Fee (government entities exempt; subject to staff availability)	\$30.00			

Disclaimers:

- A \$200 refundable damage deposit is required for City Hall rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- ***Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)**

- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon.
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- City Hall cannot be rented for private social gatherings.

Field/Court/Rink Rental Fees

Discounted rates are available for Multi-day bookings (see below)

	Single Day Use		Multi-day Use (weekly fee)
Individual/Group type	3 hour block	Additional hours	
Resident	\$20 + tax	\$10/hour + tax	-
Non-resident	\$30 + tax	\$10/hour + tax	-
Youth organizations (must be open to youth aged 2-18 in Falcon Heights)	\$20 + tax	\$10/hour + tax	2 days/week: \$35 3 days/week: \$50 4 days/week: \$65 5 days/week: \$80 6+ days/week: \$100
Adult organizations	\$30 + tax	\$10/hour + tax	2 days/week: \$40 3 days/week: \$55 4 days/week: \$70 5 days/week: \$85 6+ days/week: \$105
Play Kit Rental (Includes variety of balls, Frisbees, and other play equipment)	\$15 + tax		
Setup / Tear Down	\$25.00		

Disclaimers:

- Fees apply only for games and practices. Tournaments or special events/services are subject to additional fees.
- Field/Court/Rink use permits will be issued when payment and application are received.
- All short term rentals (1-5 times) entitle the customer to use of the field as is; anything additional will be the customer's responsibility (i.e. striping the field or providing bases.)
- Special request of services will be dealt with on a case by case basis and may include extra fees. All requests should be discussed with the Parks and Recreation Department at 651-792-7617.

CURTISS FIELD

1551 Iowa Avenue Falcon Heights, MN 55113

COMMUNITY PARK

2050 Roselawn Ave Falcon Heights, MN 55113

THE GROVE

1600 Coffman Street, Falcon Heights, MN 55113

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

1. Public facilities are available for use on a reservation basis.
2. The following shall be allowed use of public facilities but set up/tear down fees apply:
 - a. Specifically listed local organizations:
 - League of Women Voters
 - Senior Citizen Groups (Falconeers, Roseville Area Seniors)
 - Ramsey County League of Local Governments
 - League of Minnesota Cities/ Association of Metropolitan Municipalities
 - Watershed management organizations
 - Scouts, Brownie Troops, 4-H, Campfire
 - Neighborhood Groups (e.g. Grove Association, Maple Knoll Courtyard Homeowner's Association)
 - 55 Alive Mature Driving Class
 - Cable Commission
 - Developers when presenting to neighbors
 - Legislators for informational (non-campaign) meetings, except after the filing date and before the November election of a legislative election year unless requested by a majority of the city council
 - Northeast Youth and Family Service
 - Lauderdale and Falcon Heights Lions Club
 - Roseville Rotary Club
 - Party Precinct caucuses, legislated district conventions and county conventions under the requirements of MN State Statute 202A.192
 - AARP Tax Services
 - Hobby groups or clubs that meet the following criteria:
 - Falcon Heights based (A minimum of 25% of on-going members or participants are Falcon Heights residents).
 - Non-profit
 - Open membership
 - Founded on a hobby
 - Actively reaches out to include people of different ages, especially youth, to encourage intergenerational exchanges of information
 - Encourages a community service and/or benefit component
 - Falcon Heights neighborhood or community groups whose activities are open to all and for the sole purpose of developing, fostering and strengthening neighborhood and community well-being.
 - b. Any organization that meets the above guidelines yet uses a facility more than twice a year shall be charged \$100 per year.
 - c. The organization or group cannot be a private, business, political, or religious organization.
 - d. Any organization denied free use under this policy as defined in this section may appeal to the city council.

F. MISCELLANEOUS FEES

<u>Item</u>	<u>Fee</u>
Agendas (City Council or Commissions) ¹	\$ 15.00/year
City Council Minutes ¹	\$ 35.00/year
Commission Minutes ¹	\$ 20.00/year
New Resident Handbook	\$1.00 printing fee
Single copies	\$ 0.25 + tax/page for first 100 pages
Assessment search	\$ 20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$ 25.00
Returned Check Fee	\$ 25.00
Credit/Debit card convenience fee	2.95% per transaction; Minimum fee of \$3.99 per transaction

The charges apply only when hard copies are mailed. These documents can be viewed free of charge on the website or at City Hall.

G. FALSE ALARM FEES

1. Fire False Alarms (at an address or property within one calendar year)

- \$ 0 for first false alarm
- \$ 175 for second false alarm
- \$ 300 for third false alarm
- \$ 400 for fourth false alarm
- \$ 500 for fifth and subsequent false alarm

2. Security False Alarms (at an address or property within one calendar year)

- \$ 0 for first false alarm
- \$ 60 for second false alarm
- \$ 100 for third false alarm
- \$ 200 for fourth false alarm
- \$ 300 for fifth false alarm
- \$ 400 for sixth false alarm
- \$ 500 for seventh and subsequent false alarm

3. Penalties and Assessment

Penalties for late payment and assessment of unpaid fees are the same as stipulated for unpaid utility fees in the city code.

H. VEHICLE EMERGENCY RESPONSE

The fee for emergency personnel response to accidents is \$350.00/vehicle.

I. PARKING FEES

<u>Item</u>	<u>Fee</u>
Application fee to designate "residential area" permit parking	\$ 200.00
Annual residential area parking permits	
First two vehicles	\$ 15.00/vehicle

Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/one-day event	\$ 25.00
Parking fine	
September 16 th – August 14 th	\$50.00/violation
August 15 th – September 15 th	\$100.00/violation

J. SANITARY SEWER

The sanitary sewer fee for residential units is ~~\$37.75~~ **\$38.50** per quarter plus ~~\$0.0247784~~ **\$0.0252739** per cubic foot of water usage during the months of November – January. For apartment units, the rate will be ~~\$37.75~~ **\$38.50**/unit/quarter plus ~~\$0.0247784~~ **\$0.0252739** per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is ~~\$0.0247784~~ **\$0.0252739** per cubic foot of water usage during each month.

K. STORM DRAINAGE

The fee for storm drainage is ~~\$28.50~~ **\$28.25** per quarter for residential units and ~~\$261.58~~ **\$268.64** per acre for commercial and apartment units.

L. HYDRANT WATER

The fee for hydrant water is 6% surcharge of the water bill.

M. RECYCLING

The recycling charge is ~~\$14.25~~ **\$15.75** per quarter for residential units.

N. STREET LIGHTING

The street lighting fee is \$6.00 per quarter for residential units and \$0.02 per lineal foot frontage for commercial properties monthly.

O. FEES FOR UNSPECIFIED REQUESTS

A private party or public institution (hereinafter applicant) making a request to the City for approval of a project or for public assistance must cover the City's consultants' costs associated with reviewing the request. Prior to having the request considered by the City, the applicant must deposit an escrow fee in an amount that is estimated to cover the City's consultants' costs as determined by the City Administrator. If the City's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The City shall use the applicant's fees to cover the City's actual consultants' costs in reviewing the request regardless of the City's action on the applicant's request. If the applicant's escrow fees exceed the City's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

P. SNOW AND ICE REMOVAL

Cost of abatement¹.

¹This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

DRAFT

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 24-09

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR
THE CITY OF FALCON HEIGHTS RELATIVE TO 2025 WATER &
SEWER RATES, 2025 RECYCLING RATES, RE-INSPECTION FEES,
CREDIT CARD MINIMUM CONVENIENCE FEES,
AND CANNABIS AND HEMP BUSINESS REGISTRATION FEES**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1. The City of Falcon Heights Fee Schedule attached hereto as Exhibit A and incorporated herein by reference is hereby adopted.

SECTION 2. This ordinance shall be effective upon passage.

ADOPTED this 23rd day of December 2024, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

CITY OF FALCON HEIGHTS
2025 Fee Schedule

A. LICENSES

1.	Business Licenses	
	<u>Item</u>	<u>Fee</u>
	Bus Benches (Courtesy)	\$ 50.00 per bench
	Gasoline Station Operator License	
	Fewer than 15 hours	\$ 100.00
	15-20 hours	\$ 400.00
	20 hours or more	\$ 500.00
	Municipal Business	
	10,000 sq. ft. or less	\$ 100.00
	10,001 sq. ft. or more	\$ 200.00
	Precious Metal Dealer	
	Investigation fee/general	\$ 1,500.00
	Investigation fee/MN only	\$ 500.00
	License fee	\$ 2,000.00
	Restaurant	
	Lunchroom	\$ 50.00
	Fewer than 15 hours	\$ 100.00
	15-20 hours	\$ 400.00
	20 hours or more	\$ 500.00
	Therapeutic Massage License	
	Investigation fee	\$ 350.00
	License fee	\$ 100.00
	Home Occupation License	\$ 50.00
	Retail Grocery License	\$ 50.00
	Holiday Tree Sales License	\$ 50.00
	Car Wash License	\$ 50.00
2.	Liquor Licenses	
	<u>Item</u>	<u>Fee</u>
	Bottle Club	\$ 300.00
	Liquor, Off-Sale	\$ 310.00
	Liquor, On-Sale	\$ 4,000.00
	Liquor, Special Event	\$ 25.00
	Liquor, Sunday	\$ 200.00
	Malt Beverage, Off-Sale	\$ 150.00
	Malt Beverage, On-Sale	\$ 500.00
	Malt Beverage, On-Sale (with wine license)	\$ 1.00
	Wine License	\$ 2,000.00
	Temporary Liquor License	\$ 50.00
	Background Checks (per license)	\$ 500.00

3. Other Licenses

<u>Item</u>	<u>Fee</u>
Amusement machines (per machine)	\$ 30.00
Tobacco	\$ 250.00
Contractor licenses	\$ 35.00
Peddlers and solicitors	
(For profit)	\$ 25.00 per individual
(Charitable)	Free, but license still required
Pedicab	\$50.00 per pedicab
	\$25.00 per driver
Refuse Haulers	\$ 100.00
Low-Density Rental License	\$ 50.00/per unit
High-Density Multifamily Rental License	
5-19 units per building	\$ 150.00
20-49 units per building	\$ 200.00
50-99 units per building	\$ 250.00
100+ units per building	\$ 300.00
Re-inspection	
(due to initial recheck failure or a no-show)	\$ 100.00 per occurrence
Cannabis and Hemp Business Registration	
(Initial)	\$ 500.00
(Renewal)	\$ 1000.00

B. PERMITS

1. Building permit fees:

Total Valuation	Fee
\$1.00 - \$500.00	\$29.50
\$501.00 - \$2,000.00	\$28.00 for first \$500, \$3.70/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$83.50 for first \$2000, \$16.55/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$464.15 for first \$25,000, \$12.00/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$764.15 for first \$50,000, \$8.45/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,186.65 for first \$100,000, \$6.45/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,886.65 for first \$500,000, \$5.50/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$6,636.65 for first \$1,000,000, \$4.50/each additional \$1,000

326B.153 BUILDING PERMIT FEES.

Subd. 2. **Plan review.**

Fees for the review of building plans, specifications, and related documents submitted as required by section 326B.106 must be paid based on 65 percent of the building permit fee required in subdivision 1.

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour¹ (minimum charge – two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour¹
3. Inspections for which no fee is specifically indicated \$47.00 per hour¹ (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

**Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$ 150.00
3. Demolition or removal of structure: \$ 1.25/1,000 cubic ft.; minimum \$ 50.00
4. Residential Solar Installation
Flat fee: \$200
State Surcharge: \$1.00
5. Mechanical permit fees
 - a. Residential Work
Base Fee \$50.00

State Surcharge \$1.00

Furnace/Boiler (warm air or hot water heating system)
\$70.00 New
\$40.00 Replacement
\$30.00 Unit heaters

Air conditioning and refrigeration
\$50.00 New
\$30.00 Replacement

Other Items

\$35.00 Gas line/piping
\$40.00 Duct work
\$45.00 Wood burning furnace per unit
\$40.00 Swimming pool heater per unit
\$35.00 Air exchanger with duct work per unit
\$35.00 Gas or oil space heater per unit
\$35.00 Gas direct vent heater per unit
\$35.00 Gas fireplace log or heater per unit
\$35.00 Gas hot water heater for domestic hot water (only if replacing gas

line)

b. Commercial Work

Gas piping, refrigeration, chilled water, pneumatic control, ventilation, exhaust, hot water, steam, and warm air heating systems.

This fee shall be \$50 plus 1-1/4 percent (1.25%) of the total valuation of the work. Value of the work must include the cost of installation, alteration, addition, and repairs, including fans, hoods, HVAC units and heat transfer units, and all labor and materials necessary for installation. In addition, it shall include all material and equipment supplied by other sources when those materials are normally supplied by the contractor.

6. Plumbing Permit Fees
\$35.00 base fee plus \$10.00 per fixture installed, \$ 1.00 state surcharge

7. Right of Way Permit Fees

<u>Item</u>	<u>Fee</u>
Registration fee	\$ 25.00
Hole	\$400.00
Trench	\$400.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$400.00 + \$ 40.00 per 100 lineal feet or portion thereof
Obstruction	\$50.00 + \$ 0.20 per lineal foot

Small Cell Wireless

Permit fee	\$ 100.00
Rent on City structure	\$ 150.00 per year
Maintenance for colocation	\$ 25.00 per year
Monthly electrical services	
Radio node less than 100 watts	\$ 73.00 per month
Radio node over 100 watts	\$ 182.00 per month

8. Sewer Connection or Repair \$ 50.00
9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00
10. Street Opening Fee \$ 25.00 (plus cost of permit)
11. Zoning Permit

<u>Item</u>	<u>Fee</u>
Fence	\$50.00
Temporary Sign	\$50.00
Permanent Sign (each)	\$ 50.00
Residential driveway	\$ 40.00
Commercial driveway	Subject to Building Permit Fees
12. Mobile Storage Structure/Dumpster Permit

<u>Location</u>	<u>Fee</u>
On private property	
14 days	\$ 10.00
30 days	\$ 20.00
On public street	
72 hours	\$ 10.00

(Permits may be renewed once in a 90 calendar-day period)
13. Chicken Permit (first time and subsequent applications) \$ 50.00
14. Beekeeping Permit (first time and subsequent applications) \$50.00

C. PLANNING FEES*

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review	
(when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00
Tax Increment Finance (TIF)	
Application Fee	\$5,000.00 Non-Refundable

Escrow	\$10,000.00
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*Fee plus actual cost billed by contractors or city consultant fees.

D. FACILITY RENTAL FEES

Private use of public facilities is permitted on a space-available basis. Reservations and damage deposits are required for private use of the following community facilities. Discounted rates are available for weekly bookings:

Park Facility Rental Amenities & Fees

		Rental Fees	
Facility	Amenities available	Half Day 9am-3pm / 4pm-10pm	Full Day 9am-10pm
Community Park Upper Picnic Area (2050 Roselawn Ave; corner of Roselawn and Cleveland)	4 Picnic tables Trash receptacles Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Community Park East Picnic Area (near playground)	3 Picnic tables Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Community Park Lower Picnic Area (Southwest corner of park)	2 Picnic tables 1 BBQ grill Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax*	\$35 + tax*
Curtiss Field Picnic Area (near playground) 1551 W. Iowa Ave.	2 picnic tables 1 BBQ Grill Portable ADA bathroom Parking lot (10 spots); there’s also on-street parking	\$20 + tax*	\$35 + tax*
The Grove 1600 Coffman Street	2 picnic tables 1 BBQ grill Trash receptacles NO RESTROOM Limited on-street parking	\$20 + tax*	\$35 + tax*
Play Kit Rental	Includes variety of balls, Frisbees, and other play equipment	\$15 + tax*	
Set up/Tear Down	\$25		

Disclaimers:

- A damage deposit (\$200-400, or as determined by the City Administrator) is required for park facility rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.

- *Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 8:-noon
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- If you plan on bringing any outside equipment (i.e. inflatable devices, dunk tanks etc.) into the park, you must disclose this to a city employee during the reservation process. The City may require documentation such as a hold harmless agreement or certificate of insurance naming the City has an additional insured.

City Hall Facility Rental Fees

	Capacity	Rental Fees		
		3 hours	Half Day 9am-3pm/4pm-10pm	Full Day 8am-10pm
Council Chambers Full room (includes kitchen facility)	150 75 Seated	\$125.00 + tax*	\$200.00 + tax*	\$275.00 + tax*
Partial Council Chambers (Front or Back Half)	75 30 Seated	\$60.00 + tax*	\$115.00 + tax*	\$175.00 + tax*
Kitchen Facility	10 6 Seated	\$30.00 + tax*	\$60.00 + tax*	\$75.00 + tax*
Conference Room	8 maximum	\$35.00 + tax*	\$70.00 + tax*	\$125.00 + tax*
Set Up Fee (government entities exempt; subject to staff availability)	\$30.00			

Disclaimers:

- A \$200 refundable damage deposit is required for City Hall rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
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- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- City Hall cannot be rented for private social gatherings.

Field/Court/Rink Rental Fees

Discounted rates are available for Multi-day bookings (see below)

	Single Day Use		Multi-day Use (weekly fee)
Individual/Group type	3 hour block	Additional hours	
Resident	\$20 + tax	\$10/hour + tax	-
Non-resident	\$30 + tax	\$10/hour + tax	-
Youth organizations (must be open to youth aged 2-18 in Falcon Heights)	\$20 + tax	\$10/hour + tax	2 days/week: \$35 3 days/week: \$50 4 days/week: \$65 5 days/week: \$80 6+ days/week: \$100
Adult organizations	\$30 + tax	\$10/hour + tax	2 days/week: \$40 3 days/week: \$55 4 days/week: \$70 5 days/week: \$85 6+ days/week: \$105
Play Kit Rental (Includes variety of balls, Frisbees, and other play equipment)	\$15 + tax		
Setup / Tear Down	\$25.00		

Disclaimers:

- Fees apply only for games and practices. Tournaments or special events/services are subject to additional fees.
- Field/Court/Rink use permits will be issued when payment and application are received.
- All short term rentals (1-5 times) entitle the customer to use of the field as is; anything additional will be the customer's responsibility (i.e. striping the field or providing bases.)
- Special request of services will be dealt with on a case by case basis and may include extra fees. All requests should be discussed with the Parks and Recreation Department at 651-792-7617.

CURTISS FIELD

1551 Iowa Avenue Falcon Heights, MN 55113

COMMUNITY PARK

2050 Roselawn Ave Falcon Heights, MN 55113

THE GROVE

1600 Coffman Street, Falcon Heights, MN 55113

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

1. Public facilities are available for use on a reservation basis.
2. The following shall be allowed use of public facilities but set up/tear down fees apply:
 - a. Specifically listed local organizations:
 - League of Women Voters
 - Senior Citizen Groups (Falconeers, Roseville Area Seniors)
 - Ramsey County League of Local Governments
 - League of Minnesota Cities/ Association of Metropolitan Municipalities
 - Watershed management organizations
 - Scouts, Brownie Troops, 4-H, Campfire
 - Neighborhood Groups (e.g. Grove Association, Maple Knoll Courtyard Homeowner's Association)
 - 55 Alive Mature Driving Class
 - Cable Commission
 - Developers when presenting to neighbors
 - Legislators for informational (non-campaign) meetings, except after the filing date and before the November election of a legislative election year unless requested by a majority of the city council
 - Northeast Youth and Family Service
 - Lauderdale and Falcon Heights Lions Club
 - Roseville Rotary Club
 - Party Precinct caucuses, legislated district conventions and county conventions under the requirements of MN State Statute 202A.192
 - AARP Tax Services
 - Hobby groups or clubs that meet the following criteria:
 - Falcon Heights based (A minimum of 25% of on-going members or participants are Falcon Heights residents).
 - Non-profit
 - Open membership
 - Founded on a hobby
 - Actively reaches out to include people of different ages, especially youth, to encourage intergenerational exchanges of information
 - Encourages a community service and/or benefit component
 - Falcon Heights neighborhood or community groups whose activities are open to all and for the sole purpose of developing, fostering and strengthening neighborhood and community well-being.
 - b. Any organization that meets the above guidelines yet uses a facility more than twice a year shall be charged \$100 per year.
 - c. The organization or group cannot be a private, business, political, or religious organization.
 - d. Any organization denied free use under this policy as defined in this section may appeal to the city council.

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Cost of abatement¹.

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SUMMARY ORDINANCE NO. 24-09

**CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR THE CITY OF
FALCON HEIGHTS RELATIVE TO 2025 WATER & SEWER RATES, 2025
RECYCLING RATES, RE-INSPECTION FEES, CREDIT CARD MINIMUM
CONVENIENCE FEES, AND CANNABIS AND HEMP BUSINESS
REGISTRATION FEES**

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The purpose of this ordinance is to amend the City Fee/Rate Schedule for 2025 water & sewer rates, 2025 recycling rates, re-inspection fees, credit card minimum transaction fees, and cannabis and hemp business registration fees.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 23rd day of December, 2024.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

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PACKET: 03252 DEC 10 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
=====						
01-00295	AVR, INC					
I-304925		SIDEWALK REPAIRS	1,305.00			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		SIDEWALK REPAIRS		419 4419-92005-000	SIDEWALK IMPROVEMENTS	1,305.00
		=== VENDOR TOTALS ===	1,305.00			
=====						
01-03025	COLIN CALLAHAN					
I-202412099032		FLEX REIMB	142.00			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		FLEX REIMB		101 21711-000	DEPENDENT CARE FLEX PAYA	58.22
		FLEX REIMB		601 21711-000	DEPENDENT CARE FLEX PAYA	66.74
		FLEX REIMB		602 21711-000	DEPENDENT CARE FLEX PAYA	17.04
		=== VENDOR TOTALS ===	142.00			
=====						
01-03001	CAMPBELL KNOTSON					
I-325		OCT GENERAL MATTERS	1,938.27			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: Y		
		GENERAL MATTERS OCT		101 4114-80200-000	LEGAL FEES	1,658.37
		MOLNAU MATTERS OCT		426 4426-81900-000	PROFESSIONAL/ATTORNEY SV	279.90
		=== VENDOR TOTALS ===	1,938.27			
=====						
01-03089	CASH					
I-202412099027		POINTSETTAS FOR C ITY HALL	10.80			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		POINTSETTAS FOR C ITY HALL		101 4131-70110-000	SUPPLIES	10.80
		=== VENDOR TOTALS ===	10.80			
=====						
01-03110	CENTURY LINK					
I-202412099029		NOV LANDLINE SS	77.50			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		NOV LANDLINE SS		601 4601-85011-000	TELEPHONE - LANDLINE	77.50
		=== VENDOR TOTALS ===	77.50			

PACKET: 03252 DEC 10 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
=====						
01-06290		CITY OF ROSEVILLE				
=====						
I-242218		ENGINEERING	5,654.30			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		OCT GENERAL ENG		101 4133-80100-000	ENGINEERING SERVICES	116.05
		2023 PMP OCT ENG		429 4429-80100-000	ENGINEERING	1,340.36
		2025 PMP OCT ENG		419 4419-80100-000	ENGINEERING	4,197.89
		=== VENDOR TOTALS ===	5,654.30			
=====						
01-05235		JAN-PRO CLEANING SYSTEMS				
=====						
I-131747		DEC JANITORIAL SVCS	550.00			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		DEC JANITORIAL SVCS		101 4131-87010-000	CITY HALL MAINTENANCE	550.00
		=== VENDOR TOTALS ===	550.00			
=====						
01-05886		KELLY & LEMMONS P.A.				
=====						
I-64361		NOV PROSECUTIONS	2,500.00			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: Y		
		NOV PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
=====						
01-05856		LINEHAN, JACK				
=====						
I-202412099031		FLEX RIMB	208.33			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		FLEX RIMB		101 21711-000	DEPENDENT CARE FLEX PAYA	183.33
		FLEX RIMB		206 21711-000	DEPENDENT CARE FLEX PAYA	10.42
		FLEX RIMB		601 21711-000	DEPENDENT CARE FLEX PAYA	8.33
		FLEX RIMB		602 21711-000	DEPENDENT CARE FLEX PAYA	6.25
		=== VENDOR TOTALS ===	208.33			
=====						
01-05908		METRO-INET				
=====						
I-2317		DEC IT	4,132.00			
12/10/2024	APBNK	DUE: 12/10/2024 DISC: 12/10/2024		1099: N		
		DEC IT		101 4116-85070-000	TECHNICAL SUPPORT	4,132.00
		=== VENDOR TOTALS ===	4,132.00			

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06241	RUNQUIST, RYAN					
=====						
I-202412099030		REFUND YOGA	8.00			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		REFUND YOGA		201 34310-000	RECREATION FEES	8.00
=== VENDOR TOTALS ===			8.00			
=====						
01-07898	WSB					
=====						
I-R-023472-000-14		LARP CORRD STUDY OCT	2,019.00			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		LARP CORRD STUDY OCT		101 4117-80450-000	SNELLING/LARP CORRIDOR S	2,019.00
=== VENDOR TOTALS ===			2,019.00			
=====						
01-05870	XCEL ENERGY					
=====						
I-202412099028		ELECT	22.98			
12/09/2024	APBNK	DUE: 12/09/2024 DISC: 12/09/2024		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	22.98
=== VENDOR TOTALS ===			22.98			
=== PACKET TOTALS ===			18,568.18			

PACKET: 03255 DEC 13 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
=====						
01-04000		EHLERS AND ASSOCIATES				
I-99970		TIF MODIFICATIONTO ST OSA/CTY	427.50			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		TIF MODIFICATIONTO ST OSA/CTY		414 4414-81900-000	OTHER PROFESSIONAL SERVI	427.50
=== VENDOR TOTALS ===			427.50			
=====						
01-05856		LINEHAN, JACK				
I-202412139034		REIMB TELEPHONE DEC	60.00			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		REIMB TELEPHONE DEC		601 4601-85015-000	CELL PHONE	60.00
I-202412139038		REIMB:PIZZA HUMAN RIGHTS EVEN	151.94			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		REIMB:PIZZA HUMAN RIGHTS EVENT		101 4116-70100-000	SUPPLIES	151.94
=== VENDOR TOTALS ===			211.94			
=====						
01-05884		LYNCH, HANNAH				
I-02412139037		MILEAGE REIMB	68.40			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		MILEAGE REIMB		101 4117-86010-000	MILEAGE	68.40
=== VENDOR TOTALS ===			68.40			
=====						
01-06768		MUSKA ELECTRIC				
I-63598		INSTALL 2 DEMO LIGHTS	330.40			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		INSTAL 2 DEMO LIGHTS		101 4132-87000-000	REPAIR EQUIPMENT	330.40
=== VENDOR TOTALS ===			330.40			
=====						
01-06053		OREILLY AUTO PARTS				
I-1243-457265		FILTERS FOR STREET SWEEPER	46.98			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		FILTERS FOR STREET SWEEPER		602 4602-70200-000	SUPPLIES	46.98
=== VENDOR TOTALS ===			46.98			

PACKET: 03255 DEC 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
=====						
01-06112	PIONEER PRESS					
I-1124572540		LEGALS	37.44			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		LEGALS		101 4111-70410-000	LEGAL NOTICES	37.44
=== VENDOR TOTALS ===			37.44			
=====						
01-06301	SAMS CLUB MC/SYNCB					
I-202412139036		PAPER/WINTER CLOTHING/CHATGPT	197.35			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		PIONEER PRESS PAPER		101 4131-70110-000	SUPPLIES	18.40
		WINTER CLOTHING PUBLIC WKS		101 4132-77000-000	CLOTHING	119.98
		SUPPLIES		101 4112-70100-000	SUPPLIES	38.97
		CHATCPT		101 4116-70100-000	SUPPLIES	20.00
=== VENDOR TOTALS ===			197.35			
=====						
01-00935	ST PAUL REGIONAL WATER SERVICE					
I-202412139035		HYDRANT INSPECTION FEES	816.64			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		HYDRANT INSPECTION FEES		204 4204-87090-000	REPAIR EQUIPMENT	816.64
=== VENDOR TOTALS ===			816.64			
=====						
01-07250	TRETSVEN, DAVE					
I-202412139039		KITCHEN SUPPLIES	95.12			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		KITCHEN SUPPLIES		101 4131-70110-000	SUPPLIES	95.12
=== VENDOR TOTALS ===			95.12			
=====						
01-05752	UNIVERSAL TRUCK SERVICE LLC					
I-103334		REPAIR FLOW TRK/COOLANT SYSTE	2,426.76			
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N		
		REPAIR FLOW TRK/COOLANT SYSTEM		101 4132-87000-000	REPAIR EQUIPMENT	2,426.76
=== VENDOR TOTALS ===			2,426.76			

PACKET: 03255 DEC 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
=====					
01-07898	WSB				
I-R-0234772-000-15		LARP CORRD STUDY NOV	1,497.75		
12/13/2024	APBNK	DUE: 12/13/2024 DISC: 12/13/2024		1099: N	
		LARP CORRD STUDY NOV		101 4117-80450-000	SNELLING/LARP CORRIDOR S 1,497.75
=== VENDOR TOTALS ===			1,497.75		
=== PACKET TOTALS ===			6,156.28		

PACKET: 03257 DEC 18 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
=====						
01-01023	BUHL GTA LP					
I-202412189041		BUHL GTA LP	131,205.36			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		2ND HALF PAY AS GO PYMT		415 4415-93000-000	DEBT PAY AS YOU GO PYMT	131,205.36
		=== VENDOR TOTALS ===	131,205.36			
=====						
01-03089	CASH					
I-202412189044		KITCHEN SUPPLIES TIRESDISPOSA	65.89			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		KITCHEN PANS		101 4131-70110-000	SUPPLIES	10.87
		TIRES DISPOSALS		101 4132-70120-000	SUPPLIES	55.02
		=== VENDOR TOTALS ===	65.89			
=====						
01-06561	TILDEN FP FALCON HEIGHTS APART					
I-202412189042		TILDEN FP FALCON HEIGHTS APAR	125,306.08			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		2ND HALF PAY AS GO PYMT		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	125,306.08
		=== VENDOR TOTALS ===	125,306.08			
=====						
01-05752	UNIVERSAL TRUCK SERVICE LLC					
I-103947		TRK 18 EXHAUST/BRAKES/STEERIN	4,555.36			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		TRK 18 EXHAUST/BRAKES/STEERING		101 4132-87000-000	REPAIR EQUIPMENT	4,555.36
		=== VENDOR TOTALS ===	4,555.36			
=====						
01-05870	XCEL ENERGY					
I-202412189045		ELECT/GAS	2,934.40			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	16.46
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,193.35
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	5.47
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.59
		GAS		101 4131-85030-000	NATURAL GAS	615.28
		ELECT		101 4131-85020-000	ELECTRIC	32.01
		ELECT		101 4141-85020-000	ELECTRIC/GAS	30.16
		ELECT		101 4121-85020-000	ELECTRIC	30.08
		=== VENDOR TOTALS ===	2,934.40			
		=== PACKET TOTALS ===	264,067.09			

PACKET: 03259 Dec 18 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
5450	LEAGUE MN CITIES INS TRST					
I-202412189046		Workers' Comp Premium 2025	18,438.00			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		Workers' Comp Premium 2025		101 15500-000	PREPAID EXPENDITURES	13,938.00
		Workers' Comp Premium 2025		601 15500-000	PREPAID EXPENSE	2,500.00
		Workers' Comp Premium 2025		602 15500-000	PREPAID EXPENSES	2,000.00
=== VENDOR TOTALS ===			18,438.00			
01-05665	METROPOLITAN COUNCIL					
I-1180173		Jan Waste Water Services	61,055.44			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		Jan Waste Water Services		601 15500-000	PREPAID EXPENSE	61,055.44
=== VENDOR TOTALS ===			61,055.44			
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-1464017		Jan Health Insurance	12,782.21			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		Jan Health Insurance		101 15500-000	PREPAID EXPENDITURES	12,782.21
=== VENDOR TOTALS ===			12,782.21			
01-05195	TYLER TECHNOLOGIES					
I-025-486769		Annual Software Maintenance 2	8,966.40			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		Annual Software Maintenance 25		101 15500-000	PREPAID EXPENDITURES	8,966.40
=== VENDOR TOTALS ===			8,966.40			
=== PACKET TOTALS ===			101,242.05			

12/18/2024 1:51 PM

A/P Regular Open Item Register

PACKET: 03261 DEC 19 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-----	DIST
=====						
01-03110	CENTURY LINK					
I-202412189047		LAND LINE SVC	71.33			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		LAND LINE SVC		101 4141-85011-000	TELEPHONE - LANDLINE	
=== VENDOR TOTALS ===			71.33			
=====						
01-03123	CINTAS CORPORATION					
I-4210574343		FLOOR MAT SVC	104.40			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE	
I-4212107667		FLOOR MAT SVC	104.40			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE	
=== VENDOR TOTALS ===			208.80			
=====						
01-03122	CITY OF ST PAUL					
I-202412189012		STREET LIGHT MAINT NOV	226.50			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		STREET LIGHT MAINT NOV		209 4209-87120-000	REPAIR & MAINTENANCE	
=== VENDOR TOTALS ===			226.50			
=====						
01-05853	LANDBERG, ALYSSA					
I-202412189048		MILEAGE REIMB	10.18			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		MILEAGE REIMB		101 4113-86010-000	MILEAGE	
=== VENDOR TOTALS ===			10.18			
=====						
01-05494	MK MECHANICAL INC					
I-14767		RADIANT GEAT REPAIR SHOP	3,886.70			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		RADIANT GEAT REPAIR SHOP		101 4131-87010-000	CITY HALL MAINTENANCE	
=== VENDOR TOTALS ===			3,886.70			

12/18/2024 1:51 PM

A/P Regular Open Item Register

PACKET: 03261 DEC 19 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-----	DIST
=====						
01-05843 MN NCPERS LIFE INSURANCE						

I-458800012025		PERA LIFE JAN 2025	112.00			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		PERA LIFE JAN 2025		101 21709-000	OTHER PAYABLE	
		PERA LIFE JAN 2025		204 21709-000	OTHER PAYABLE	
		PERA LIFE JAN 2025		601 21709-000	OTHER PAYABLE	
		PERA LIFE JAN 2025		602 21709-000	OTHER PAYABLE	
=== VENDOR TOTALS ===			112.00			
=====						
01-06030 OLSON,ROLAND						

I-202412189049		MILEAGE REIMB	64.79			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		MILEAGE REIMB		101 4113-86010-000	MILEAGE	
=== VENDOR TOTALS ===			64.79			
=====						
01-05752 UNIVERSAL TRUCK SERVICE LLC						

I-103999		REPLACE PLOW TRK BATTERIES	584.27			
/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		REPLACE PLOW TRK BATTERIES		101 4132-87000-000	REPAIR EQUIPMENT	
=== VENDOR TOTALS ===			584.27			
=====						
01-05870 XCEL ENERGY						

I-906154697		ELECT	23.36			
12/18/2024	APBNK	DUE: 12/18/2024 DISC: 12/18/2024		1099: N		
		ELECT		101 4141-85020-000	ELECTRIC/GAS	
=== VENDOR TOTALS ===			23.36			
=== PACKET TOTALS ===			5,187.93			

12/19/2024 10:10 AM A/P Regular Open Item Register
PACKET: 03264 DEC 19 PAYABALES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-06290 CITY OF ROSEVILLE

I-242235 ROSELAWN PMP 2024 PROJECT 108,050.89
12/19/2024 APBNK DUE: 12/19/2024 DISC: 12/19/2024 1099: N
ENGINEERING 2024 PMP 419 4419-92600-000 ROSELAWN M&O 2024
CONSTRUCTION 2024 PMP 419 4419-92600-000 ROSELAWN M&O 2024
=== VENDOR TOTALS === 108,050.89

=====

01-06053 OREILLY AUTO PARTS

I-3243-349037 FUEL LINE PART TRK #16 4.73
12/19/2024 APBNK DUE: 12/19/2024 DISC: 12/19/2024 1099: N
FUEL LINE PART TRK #16 101 4132-70120-000 SUPPLIES
=== VENDOR TOTALS === 4.73
=== PACKET TOTALS === 108,055.62

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 12/15/2024
DIRECT DEPOSIT EFFECTIVE DATE 12/11/2024

EMP #	NAME	AMOUNT
C 1006	JACK LINEHAN	3,057.73
01-1027	KELLY A NELSON	2,666.92
01-1029	ELKE JOHNSON	1,861.46
01-1136	ROLAND O OLSON	3,276.14
01-1162	ALYSSA LANDBERG	1,427.67
01-1028	HANNAH B LYNCH	3,329.15
01-1168	DEAN T POPE	1,726.88
01-1033	DAVE TRETSVEN	2,024.43
01-1143	COLIN B CALLAHAN	2,934.88

TOTAL PRINTED: 9 22,305.26

12-11-2024 6:03 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 12/11/2024

EMP	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1184	NEIS, ADRIAN J	R	12/11/2024	721.98	093746
1167	SIMONS, DAVID S	R	12/11/2024	1,716.13	093747
2265	WILLIAMS, TOM L	R	12/11/2024	9.01	093748
2279	LADOUCEUR, HADLEY J	R	12/11/2024	8.03	093749
2280	LEE, RACHEL H	R	12/11/2024	6.65	093750

12-11-2024 6:03 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 12/11/2024

*** REGISTER TOTALS ***

REGULAR CHECKS:	5	2,461.80
DIRECT DEPOSIT REGULAR CHECKS:	9	22,305.26
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	14	24,767.06

*** NO ERRORS FOUND ***

** END OF REPORT **

WIRE PAYMENTS

Dec 15 payroll

Fed With	8,938.76
St With	1,576.26
Pera	5,113.23
ICMA	200.00

-

15,828.25

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Meeting Date	December 23, 2024
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Administrative Services Director / Deputy Clerk

Item	Approval of City License(s)
Description	The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2025. Staff have received the necessary documents for licensure. 1. Three Trees Horticulture 2. Birch Tree Care 3. Tree Trust 4. Northern Arborists LLC The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2025. Staff have received the necessary documents for licensure. 1. PC Hendrickson LLC, 1750 Larpenteur Ave. W.
	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	December 23, 2024
Agenda Item	Consent G3
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	2025 City Meeting Calendar
Description	Each year, City Staff sets the upcoming annual meeting calendar based on our past practices for meeting dates and based around our city holiday schedule per our personnel policy. Moving forward, we are recommending that we formally approve the annual calendar so that we can advertise meeting dates to the public and the media. The attached calendar highlights the suggested 2025 meeting dates for City Council, commissions and our city holiday schedule. The council and the commissions still reserve the right to add special meetings or cancel meetings based on the requirements outlined in the Minnesota Open Meetings Act. Upon approval, staff will add all of the dates in to the city website calendar and post the dates as our official meetings.
Budget Impact	N/A
Attachment(s)	2025 Calendar
Action(s) Requested	Staff recommends adoption of the following motion: Motion to approve the 2025 calendar and authorize staff to publish the dates accordingly.

2025 CALENDAR

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

City Holidays		
City Council Meetings - 7:00 PM	Council Workshops - 6:30 PM	CE Commission - 6:30 PM
Environment Commission - 6:30 PM	Parks Commission - 6:30 PM	Planning Commission - 7:00 PM
City Events		State Fair Task Force - 6:30 PM
Spring Together - May 17		
Ice Cream Social - July 17		
Fall Fest - TBD but Oct. 11 or 12 as possibilities		

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Meeting Date	December 23, 2024
Agenda Item	Consent G4
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	Senior Maintenance Worker – Eighteen-Month Employee Step Adjustment
Description	Dave Simons was appointed by the City Council as Senior Maintenance Worker on May 24, 2023 and began employment on June 1, 2023. It is the practice of the City after six months and again at eighteen months of service to reward the employee with an increase in their base salary. Dave holds a CDL B and has over 25 years’ of experience in facility maintenance and warehouse work, where he gained valuable knowledge of tools and repairs. Those skills have been very applicable to Public Works and Dave is an asset to the City. The step adjustment is a well-deserved salary modification.
Budget Impact	There are available funds for this increase.
Attachment(s)	N/A
Action(s) Requested	I recommend that the Falcon Heights City Council approve a 5% step adjustment for Dave Simons effective December 1, 2024.

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Meeting Date	December 23, 2024
Agenda Item	Consent G5
Attachment	Resolution 24-72
Submitted By	Jack Linehan, City Administrator

Item	Accepting Donation from Falcon Heights/Lauderdale Lions Club
Description	The Falcon Heights/Lauderdale Lions Club has utilized City facilities for annual holiday tree sales for many years. On December 16 th , the City received a donation in the amount of \$500 for the Falcon Heights Friends of the Park Fund.
Budget Impact	The donation will be applied to the Friends of the Park Capital Improvements fund to support future parks initiatives.
Attachment(s)	Resolution 24-72
Action(s) Requested	Accept the generous donation from the Falcon Heights/Lauderdale Lions Club in the amount of \$500.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2024

No. 24-72

**RESOLUTION TO ACCEPT A DONATION FROM THE FALCON HEIGHTS / LAUDERDALE
LIONS CLUB**

WHEREAS, the Falcon Heights / Lauderdale Lions Club has donated \$500 for the Falcon Heights Friends of the Park Fund; and

WHEREAS, the Minnesota Statutes Section 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution of the governing body.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the donation of the \$500 is hereby accepted for the Falcon Heights Friends of the Park Fund; and

BE IT FURTHER RESOLVED that the City of Falcon Heights sincerely thanks the Falcon Heights/ Lauderdale Lions Club for the donation.

ADOPTED by the Falcon Heights City Council on December 23, 2024

Moved by:

Approved by: _____

Randall C. Gustafson

Mayor

GUSTAFSON _____ In Favor

MEYER

WASSENBERG _____ Against

LEEHY

MIELKE

Attested by: _____

Jack Linehan

City Administrator

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Meeting Date	December 23, 2024
Agenda Item	Consent G6
Attachment	See below.
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Authorization to Apply for NEVI Funding for Electric Vehicle Charging Stations
Description	The National Electric Vehicle Infrastructure (NEVI) Formula Program provides funds to states to build a convenient, affordable, reliable, and equitable fast charging network for EVs across the United States. Over five years (federal fiscal year 2022 through 2026), Minnesota expects to receive and invest about \$68 million from the NEVI Formula Program. MnDOT is responsible for administering the NEVI Formula Program funds in Minnesota. At the beginning of December, City Staff were contacted by a company called Opt4EV/Jule that handles the application process for businesses and organizations that qualify for NEVI funds. Falcon Heights City Hall, due to its close proximity to I-35E, does qualify for this funding. What does Opt4EV do? • Applies for the NEVI grant on the behalf of Falcon Heights. • Will serve as the project manager for the installation, maintenance, administration, and repairs on the EV chargers. • Will pay for all additional electric costs (will install a separate electric sub-meter on the chargers). • Will pay for all property and equipment insurance. • Will receive all funds from charging payments, including any tax rebates. What does Falcon Heights do? • Devote space for the charging stations at City Hall. This will include three normal parking lot spaces and one ADA compliant space, and one area for an Energy Storage Space. We will receive \$100/month per parking space (\$400 total) to rent the spaces.
Budget Impact	• Addition of \$400/month
Attachment(s)	• Jule Fast EV Charging and Utility Savings Handout • NEVI No-Cost Hosting Program Overview, Application Form, and Memo of Understanding from Jule

	Resolution 24-73 Authorization for Opt4EV and Jule to Apply for NEVI Funding for Electric Vehicle Chargers at Falcon Heights City Hall
Action(s) Requested	Staff recommend approval of attached Resolution 24-73 authorizing Opt4EV and Jule to Apply for NEVI Funding for Electric Vehicle Chargers at Falcon Heights City Hall.



NEVI No-Cost Hosting Program Overview

Candidate Application Form

Memorandum of Understanding





Candidate Agreement Overview

Jule will Install a NEVI Compliant System

- ▶ (4) 150 kW EV Chargers
- ▶ Build America, Buy America
- ▶ 24 x 7 Customer Support
- ▶ (1) 440 kWh Energy Storage
- ▶ UL and OCPP 2.0
- ▶ CCS and Tesla Compatible

No – Cost Hosting Opportunity

Project costs range from USD \$650,000 to \$800,000, **all at no expense to the Candidate.**

Jule will pay a monthly fee of \$100 per parking space to rent the required parking lot spaces. *

Jule will provide full Operations and Maintenance coverage, including property and equipment insurance.

Jule will install a sub-meter and pay for all additional electricity costs.



Federal Funding

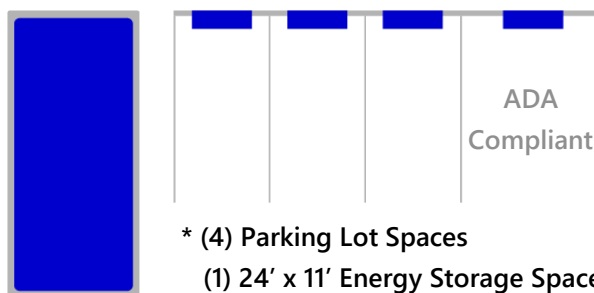


Jule Price Match

Candidate Installation Requirements

- ▶ **24x7 Public Access to Chargers**
- ▶ **1 Mile Radius of Highway Exit**
- ▶ **Site Modification Authorization**
- ▶ **Provide Site Access for:**
 - Site Survey
 - Utility Interconnection
 - Trenching for Electrical Conduit
 - Construction of Concrete Pads
 - Charging Station Signage

▶ Required Space for Jule NEVI System



CANDIDATE SITE ASSESMENT QUESTIONS

AUTHORIZED CONTACT INFORMATION	
Name <i>(First and Last)</i>	
Title	
Email Address	
Phone Number	
BUSINESS INFORMATION	
Business Name	
Business Address	
Business Website	
Type of Business	-
Number of Properties within your group / franchise or that you have influence over?	-
PROPERTY INFORMATION	
EV Site Address <i>(If different from main address)</i>	
Describe the Preferred Location for Equipment <i>(if any)</i>	
Property Parcel ID Number	
Building Ownership Status	☐ Owner ☐ Lessee
Parking Lot Ownership Status	☐ Owner ☐ Lessee
If Lessee* , please provide details of lease terms, expirations, and renewal or attach a copy to this Form.	
* Owner Contact Name	
* Owner Phone Number	
* Owner Email Address	

UTILITY INFORMATION

Note: Even though there will be a sub-meter installed, and all EV charging electricity will be separate and paid for, it is still imperative that ALL the required utility and electrical information be provided at this submission stage. This data ensures successful system installation by providing engineering insights into existing infrastructure and requirements, as well as significantly increasing the overall chances of award approval by the State.

Utility Company	
Utility Account Number	
Utility Bills (3 Months)	☐ Requesting 3 months of consecutive electrical utility bills to analyze your building's energy usage and optimize the installation process.

SITE ELECTRICAL PHOTOS

☐

PROVIDE A CLEAR PHOTO OF MAIN ELECTRICAL FEED NAMEPLATE

Step 1: Locating Your Main Electrical Panel

Find your main electrical panel in areas like the basement, garage, utility room, or outside your building. Look for a metal door or cover revealing circuit breakers or fuses.

Step 2: Identifying the Nameplate

The nameplate, typically a sticker or metal plate, lists the panel's electrical specifications including incoming voltage and amperes. It's usually located on or inside the panel door.

Step 3: Taking a Clear Photo

Ensure good lighting for clear visibility. Take the photo straight on to avoid blurs or shadows. Verify the electrical information's legibility in the photo.

Consider taking multiple photos if unsure.

☐

PROVIDE CLEAR PHOTOS OF EXISTING UTILITY INFRASTRUCTURE ON SITE

Required photos of utility-owned infrastructure, such as pad-mounted transformers, pole-mounted transformers, and switchgear, are necessary. These images will assist in initially evaluating the site's existing electrical capacity and determining any utility upgrades needed for new installations. Capturing these images allows for accurate planning for integration with the utility's system, which is essential for the approval process, ensuring a seamless and cost-effective project execution.

☐

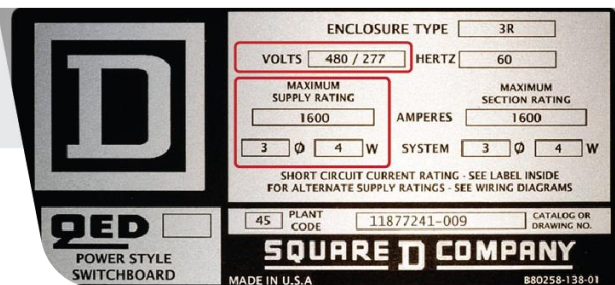
ADDITIONAL PHOTOS: PREFERRED LOCATION FOR EQUIPMENT IN PARKING LOT

If there is a preferred location for the equipment to be placed, provide photos of the area. This will assist the engineering teams in assessing the property for feasibility and determining the best parking slots for installation.

REQUIRED PHOTO EXAMPLES

Main Electrical Panel Service Nameplate

The service nameplate provides crucial information such as the panel's maximum voltage, current capacity, phase & frequency. It's usually found on the panel's exterior or inside the panel door.



Electrical Panels, Switchgear, and Disconnects

Identify these by their metal enclosures, often found in utility spaces or building exteriors. Panels contain labeled breakers or fuses. Switchgear and disconnects have handles or levers and safety labels.



Utility Equipment: Electrical Meter (Typically Outside)

The electrical meter measures the amount of electricity consumed by the building. It is typically located on the building's exterior, near the main electrical panel or point of service entry.



Utility Equipment: Pad Mounted Transformer

A pad-mounted transformer reduces high voltage electricity to a lower voltage for use in buildings. It is a large metal box on a concrete pad, often found in commercial or residential areas with underground power lines.



Utility Equipment: Pole Mounted Transformer

Similar to pad-mounted transformers, pole-mounted transformers reduce high voltage to a lower voltage. These are mounted on utility poles and are commonly found in areas with overhead power lines.



SITE AMENITIES

Select which Amenities are available at the proposed property:

☐ 24/7 EVSE Parking Lot Access	☐ Evening Parking Lot Lighting
☐ 24/7 Camera Surveillance	☐ ADA Accessibility into Business
☐ Staff Charging Assistance Availability	☐ Food & Beverage Availability
☐ Staff Site Support (trash removal, cleaning, etc)	☐ Public Wi-Fi
☐ Indoor Resting Area	☐ Nearby Attractions

ADA Public Bathroom Availability within 500 ft of EVSE Location

☐ Availability	0	Hours Per Day
---------------------------------------	---	---------------

If possible, provide a brief overview regarding your EV/Energy Renewable Initiatives and explain why your property would benefit from being chosen for this Exclusive NO-Cost Program.

PLEASE CONFIRM YOUR SUBMISSION CHECKLIST

☐ Candidate Site Assessment Form	Complete and provide one per project site
☐ Site Host Letter of Commitment	Sign the Memorandum of Understanding for all sites
☐ Utility Bills	Provide at least 3 months of consecutive utility bills
☐ Site Photos	Provide the requested photos for each project site
☐ Additional State Documents (if any)	If the state requires, this will be communicated

Request Notes:

MEMORANDUM OF UNDERSTANDING (MOU)

Between eCAMION USA, Inc. & _____

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between the eCAMION USA, Inc., an Alabama corporation, residing at 505 20th St, Unit 1200 Birmingham, AL 35203 (hereinafter referred to as "Jule"), and _____, a _____, residing at _____, hereinafter referred to as "_____".

WHEREAS, Jule provides a variety of vehicle charging support services to owners of electric plug-in vehicles; and

WHEREAS, having charging stations onsite allows _____ to differentiate its location, attract high-value customers, and promote sustainable and environmentally-sound transportation; and

WHEREAS, on November 15, 2021, the Bipartisan Infrastructure Law, also referred to as the Infrastructure Investment and Jobs Act became law, containing significant new funding for electric vehicle charging stations, including the National Electric Vehicle Infrastructure Formula Program ("NEVI") which provides funding to states to strategically deploy electric vehicle charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability; and

WHEREAS, Jule is applying for NEVI grants in various states in coordination with corporate partners; and

WHEREAS, _____ desires to participate in Jule's network of charging stations for electric vehicles funded by NEVI grants in the State _____ and

WHEREAS, Jule and _____ contemplate entering into formal written Parking Lot License Agreements which shall specify with certainty all of the terms and conditions of a future relationship between the Jule and _____ with respect to the Subject Properties listed on **Exhibit A**, attached hereto and made a part hereof, that are awarded a NEVI grant.

NOW, THEREFORE BE IT RESOLVED that Jule and _____ agree as follows:

1. Jule's responsibilities shall be as follows:

(a) Develop plans for installation of electric vehicle charging stations to be accessed by five parking spaces for each of the Subject Properties.

(b) Jule shall apply for NEVI grants for the Subject Properties in the State of _____ based upon the plans set forth in subsection 1(a) and pricing set forth in Section 2(a).

(c) Jule has all necessary power and authority to enter into and perform its obligations hereunder and by proper action Jule has duly authorized the execution, delivery and performance of this MOU.

2. _____ responsibilities shall be as follows:

(a) In connection with the application for NEVI grants for each of the Subject Properties _____ will be paid for four of the five parking spaces required to install an EV charging station at a monthly rate of \$100 each to be set forth in the Parking Lot License (Section 4).

(b) With respect to the NEVI grants _____ agrees to provide reasonable assistance to Jule in obtaining such funding and agrees to support Jule’s applications for NEVI grants for the Subject Properties.

(c) _____ has all necessary power and authority to enter into and perform its obligations hereunder and by proper action the _____ has duly authorized the execution, delivery and performance of this MOU.

3. Jule and _____ shall abide by all pertinent Local, State and Federal guidelines.

4. This MOU is solely a statement of the general understanding of the parties and shall be effective to bind both parties to negotiate in good faith and agree upon Parking Lot License Agreements for each of the Subject Properties awarded NEVI grants. The term of this MOU shall remain be in effect for a period of time not to exceed 12 months.

5. The terms of this MOU shall become effective only upon approval and execution of Jule and approval and execution of _____

IN WITNESS WHEREOF, Jule and _____ have executed this Memorandum of Understanding on this the _____ day of _____, 2024.

_____ **ECAMION USA, INC**

By: _____
Its: Duly Authorized Officer

Name (Printed)

Title

By: _____
Its: Duly Authorized Officer

Bradley Staite

Name (Printed)

Business Development Manager

Title

EXHIBIT A

GUIDELINES FOR LISTING ADDITIONAL PROPERTIES AND UTILITY ACCOUNTS:

To maintain state compliance, all properties listed in Exhibit A must be owned by the Authorized Officer and Signatory specified in the attached MOU. If a property is owned by a different entity, a separate MOU must be submitted for each. Additionally, complete a corresponding Candidate-Form for each additional property.

Additional Property

Business Name _____
EV Site Address _____
Property Parcel ID Number _____
Utility Company _____
Utility Account Number _____

Additional Property

Business Name _____
EV Site Address _____
Property Parcel ID Number _____
Utility Company _____
Utility Account Number _____

Additional Property

Business Name _____
EV Site Address _____
Property Parcel ID Number _____
Utility Company _____
Utility Account Number _____

Additional Property

Business Name _____
EV Site Address _____
Property Parcel ID Number _____
Utility Company _____
Utility Account Number _____

Additional Property

Business Name _____
EV Site Address _____
Property Parcel ID Number _____
Utility Company _____
Utility Account Number _____

Additional Exhibit A can be provided if necessary or appended by a spreadsheet of the business portfolio.

An Exclusive Cost-Free Hosting Program

NEVI Program

National Electrical Vehicle Infrastructure

- A **\$5 billion program** is designed to create a network of electric vehicle charging stations across the United States.
- This **limited 5-year program** is part of the US Federal Government's recent \$1 trillion Bipartisan Infrastructure Law.
- Four, 150 kW EV Fast Chargers are to be installed per site, where **all costs will be covered through the program**.
- For more information on the program click here: **NEVI Program** or go to julepower.com/spotlight.

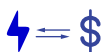


Cost-Free Hosting Program Benefits:



Increasing Demand from Drivers

- **EV adoption** among consumers **has increased by 60%** in 2022 and a government goal of **100% of new car sales to be EVs by 2035**.
- Your business will be advertised across the United States on all major charging networks and maps such as PlugShare, Chargepoint, etc..
- This installation will drive more foot traffic to your business



Cost Savings and Charging Revenue

- Our Charge Hub and energy management technologies will greatly **lower your utility bill**.
- You will **gain an extra revenue stream** from EV drivers charging at your business.
- With our technology there will be **no need to upgrade your electrical infrastructure**.



Future Growth

- By taking advantage of available funding, you are getting ahead of the electrification wave.
- Future-proofing your property by offering more amenities will increase its value.
- This technology provides the foundation for off-grid renewables and backup power for your facility



Why Partner with Jule?



All Costs Covered

Jule will pay for all hardware, installation, operating, energy, and service costs.



Simplified Application

Jule will take care of the application process in order to secure funding. All requirements and guidance through this process will be managed for you.



Cost Savings

By integrating with your existing infrastructure, the unique Energy Hub can provide operational cost savings that direct-to-grid competitors will not be able to provide.



Smooth Transition

We will fully handle the installation, maintenance & operations of the charging stations with no concern to your property staff.

Infrastructure as a Service: Advantages from our Energy Hub

No Additional Infrastructure Required

Initial deployment and installation cost is greatly reduced as our technology does not require the upgrading of existing electrical infrastructure unlike other EV charging manufacturers.

Energy Management System (EMS)

Allows for remote monitoring, configuration and diagnostics of the Energy Hub and EV Chargers.

Reduce Electricity Costs

Our Energy Hub can limit power draw during peak demand times to provide your facility with significant utility savings.

Enables Future Integration

Renewable power, such as solar, can be integrated into the existing Energy Hub's infrastructure.

Power Backup

The Energy Hub is able to provide a reliable source of backup power to your facility in case of power outages.

*Unlock up to **\$750,000 in value for your property**, enjoy **100% cost coverage**, and let us handle the work, all at zero expense to your business.*



State Programs are Time Limited! Contact OPT4EV, Our Strategic Partner!



☎ O: +1 (844) 678 - 4384

✉ sales@opt4ev.com

🌐 www.opt4ev.com

C: +1 (801) 654 - 5973

john.gunterjr@opt4ev.com

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2024

No. 24-73

**RESOLUTION AUTHORIZING OPT4EV AND JULE TO APPLY FOR NEVI FUNDING
FOR ELECTRIC VEHICLE CHARGERS AT FALCON HEIGHTS CITY HALL**

WHEREAS, the National Electric Vehicle Infrastructure (NEVI) Formula Program provides funds to states to build a convenient, affordable, reliable, and equitable fast charging network for electric vehicles across the United States; and

WHEREAS, Minnesota expects to receive and invest about \$68 million from the NEVI Formula Program; and

WHEREAS, the funding is intended for business and organizational locations within a one-mile radius of alternative fuel corridors; and

WHEREAS, City Hall is within the required area to potentially receive funding for four 150 kW charging ports; and

WHEREAS, Opt4EV, partnered with Jule, would apply on behalf of the City of Falcon Heights for NEVI funding for the charging ports and handle all installation, maintenance, insurance, cost of electricity, and administration of the ports.

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

1. Direct staff to work with Opt4EV and Jule to apply for NEVI funding for electric vehicle charging stations at Falcon Heights City Hall; and
2. Authorize the Mayor and City Administrator to execute all necessary documents.

ADOPTED by the Falcon Heights City Council this 23rd day of December, 2024.

Moved by:

GUSTAFSON
LEEHY
MEYER
WASSENBERG
MIELKE

_____ In Favor

_____ Against

Approved by: _____

Randall C. Gustafson
Mayor

Attested by: _____

Jack Linehan
City Administrator

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Meeting Date	December 23, 2024
Agenda Item	Consent G7
Attachment	
Submitted By	Roland Olson, Finance Director

Item	Budget amendments for year end.										
Description	Sometimes at the end of the year, a budget amendment needs to be made to improve the financial statements for year end. These budget changes occurred during 2024 after the original budget had been prepared. Staff recommends the following: The Public Safety Capital Fund (402) had repair expenditures on the “Speed Radar Trailer” used to monitor vehicle speeds on the city streets. It cost \$4,460. Since the decision to repair this item happened during the year, it was not included in the original 2024 budget for public safety. Staff recommends a budget amendment as follows: <table> <tr> <td>Expenses: 402-4402-93000-000</td><td>5,000</td></tr> </table> The 2023 Street PMP project was completed in 2024. There was a \$11,002 expenditure experienced along with a \$14,553 repair of a driveway entrance for a property owner. Additional engineering expenses also incurred totaling \$3,875. These expenses had been approved by the council. Staff recommends correcting the budget line items as follows: <table> <tr> <td>Expenses:</td><td></td></tr> <tr> <td>429-4429-80100-000</td><td>4,000</td></tr> <tr> <td>429-4429-92450-000</td><td>12,000</td></tr> <tr> <td>429-4429-92460-000</td><td>5,000</td></tr> </table>	Expenses: 402-4402-93000-000	5,000	Expenses:		429-4429-80100-000	4,000	429-4429-92450-000	12,000	429-4429-92460-000	5,000
Expenses: 402-4402-93000-000	5,000										
Expenses:											
429-4429-80100-000	4,000										
429-4429-92450-000	12,000										
429-4429-92460-000	5,000										
	Amend budget line item as explained above.										
Attachment(s)											
Action(s) Requested	Staff asks for council approval to amend the budget line item as explained above.										

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Meeting Date	December 23, 2024
Agenda Item	Consent G8
Attachment	Invoice
Submitted By	Jack Linehan, City Administrator

Item	Roselawn Avenue Improvements 2024
Description	During 2024, Falcon Heights joined with the City of Roseville to mill and overlay a portion of Roselawn Avenue. The payment invoice has finally been presented to Falcon Heights for payment totaling \$108,050.89. There were no storm drainage expenditures as was originally estimated. Although originally discussed as a capital project for 2024 with an anticipated cost of \$125,000, the project was inadvertently not included in the Infrastructure Fund budget when the 2024 budget was finalized in the fall of 2023. Staff recommends paying the requested invoice and establishing a budget line item for this improvement at \$120,000 to allow for some leeway if any additional work was completed that has not been billed for. At this point, we believe the \$108,050.89 is the final cost. Necessary funds are available in the infrastructure fund. Expense: 419-4419-92600 120,000
	Amend budget line item as explained above.
Attachment(s)	Invoice from City of Roseville.
Action(s) Requested	Staff asks for council approval to pay the payment request from the City of Roseville and amend the budget line item as explained.

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
<https://www.cityofroseville.com>

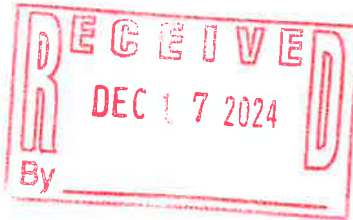


INVOICE

Customer ID: 6978
Invoice Number: 0242235
Service Date: 12/11/2024
Invoice Date: 12/12/2024
Due Date: 01/13/2025

City of Falcon Heights
JACK LINEHAN
2077 LARPEUR AVE W
FALCON HEIGHTS, MN 55113-5551

Quantity	Description	Unit Price	Amount
1	24-04 PMP COSTS	99,550.89	\$99,550.89
1	24-04 PMP COSTS	8,500.00	\$8,500.00



Approved
JL
12/23 — *Correct*
Action
Required

24-04 PMP - ENGINEERING COSTS \$99,550.89	Total Invoice:	108,050.89
24-04 PMP CONSTRUCTION COSTS \$ 8,500.00	Credits Applied:	0.00
	Payments Applied:	0.00
	Invoice Balance:	108,050.89

Remit Payment To:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
<https://www.cityofroseville.com>

INVOICE

Customer ID: 6978
Customer: City of Falcon Heights
Invoice Number: 0242235
Service Date: 12/11/2024
Invoice Date: 12/12/2024
Due Date: 01/13/2025



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Meeting Date	December 23, 2024
Agenda Item	Consent G9
Attachment(s)	Final Contract
Submitted By	Jack Linehan, City Administrator

Item	Final Contract Ratification with the City of St. Anthony Village for Police Services Effective March 1, 2025 through December 31, 2030.
Description	On October 23rd, the City Council approved Resolution 24-60, which authorized staff to finalize a contract with St. Anthony Village and for the City Administrator / Mayor to sign said agreement. Since that time, staff in both cities have worked together to clean up contract language and finalize a mutually agreeable contract. Legal from both cities has reviewed the proposed contract, and the League of Minnesota Cities Insurance Trust (LMCIT) has reviewed it as well. Since October, the following changes were made to the contract: • Added Section III C. Non – Renewal ○ The original contract only had language for termination, but it was written more similarly to a non-renewal in that notice was tied to the end of a contract. In the modified version, we have added language differentiating between non-renewal and termination to protect both cities. • Clarified insurance limits and requirements • Removed language regarding paying for the other parties attorney fees. Both cities get insurance coverage from the LMCIT, so it wasn't necessary. • Miscellaneous corrections and updates to language The contract does not require Council approval, but staff believes it is best to bring to City Council in its final form for ratification to be transparent in the public record.
Budget Impact	The 2025 Annual Budget reflects the proposed contract
Attachment(s)	• Final Contract with SAV 12.20.24
Action(s) Requested	The City Council is requested to ratify the final contract between the City of Falcon Heights and the City of St. Anthony Village for policing services from 2025-2030.

CONTRACT AGREEMENT
FOR POLICING SERVICES

This Agreement is made and entered into as of _____, 2025 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"), each a "Party" and collectively the "Parties".

I. RECITALS

WHEREAS, Falcon Heights is in need of, and desires to contract for, the performance of Policing Services for and within the jurisdictional boundaries of Falcon Heights by and through the St. Anthony Police Department; and

WHEREAS, St. Anthony agrees to render such Policing Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized and provided for by the provisions of Minnesota Statutes § 412.221, Subd 2., § 471.59 and § 436.05.

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the Parties hereto agree as follows:

II. DEFINITIONS

The following terms used in this Agreement shall have the meanings given to them in this section.

- A. **"Agreement"** has the meaning set forth in the preamble to this Agreement and shall include all Exhibits and Appendices hereto.
- B. **"Applicable Law"** means all applicable laws, statutes, and ordinances, rules and regulations of any Governmental Authority.
- C. **"Business Day"** means any day other than a Saturday, Sunday or any day which is a federal holiday in the United States of America.
- D. **"Calls for Service Ratio"** The ratio which a single city's calls for service bears to the calls for service of all participating cities, expressed in percent to the nearest tenth of one percent.
- E. **"Contract Cities"** means Lauderdale, Falcon Heights and any other city that contracts with St. Anthony for Policing Services.
- F. **"Contract Year"** indicates a twelve month period during the term of the contract commencing on the commencement of the Term and each anniversary thereof.
- G. **"Interest Rate"** means 0.04% per day or the maximum rate of interest allowed under Applicable Law, whichever is lower.

- H. **“Joint Operations Committee”** has the meaning set forth in section X.
- I. **“Policing Services”** has the meaning set forth in section IV.
- J. **“Population Ratio”** The ratio which a single city's population bears to the population of all participating cities, expressed in percent to the nearest tenth of one percent.

III. TERM, TERMINATION, NON-RENEWAL, BREACH

- A. **TERM.** The services to be performed under this Agreement will commence March 1, 2025, and shall continue through December 31, 2030 (“Term”), or until terminated pursuant to the provisions of this Agreement.
- B. **TERMINATION.** Either Party may terminate this Agreement for any reason or no reason by written notice of its intention to terminate, mailed to an authorized representative of the non-terminating Party. The Agreement will then effectively terminate two years from the date of written notification. Upon the termination of this Agreement, Falcon Heights shall only be responsible to pay for the Policing Services rendered prior to the effective date of termination.
- C. **NON-RENEWAL.** Either Party may opt to not renew this Agreement for any reason or no reason by written notice of its intention not to renew mailed to an authorized representative of the other Party no later than two (2) years prior to the expiration of the Term.
- D. **BREACH.** Either Party may terminate this Agreement in the event of a material breach of this Agreement by either Party, or any officer, employee, agent or authorized representative as follows: The non-breaching Party shall give the breaching Party a written notice specifying the alleged breach and ninety (90) days to cure the breach. If such breach (if curable) is not cured within such time, the non-breaching Party may terminate the Agreement effective within ninety (90) days upon written notice of termination.

IV. POLICING SERVICES

St. Anthony, by and through its police department (“SAVPD”), will provide Falcon Heights with Policing Services as described herein. Such Policing Services shall be of a caliber identical to those currently provided to persons and property within St. Anthony.

Falcon Heights agrees that the Principles and Practices of St. Anthony will prevail as the enforcement policies within Falcon Heights. A written statement of the current Principles and Practices of St. Anthony shall be provided to Falcon Heights prior to the effective date of this Agreement.

Notwithstanding the foregoing and subject to the conditions set forth in Appendix A, such Policing Services can include but are not limited to the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts

- B. Police presence within the boundaries of Falcon Heights 24 hours each day
- C. Animal control services by the animal control service employed by St. Anthony
- D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch
- E. Enforcement of Minnesota State statutes and all ordinances of Falcon Heights which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances, but excluding ordinances which are primarily regulatory in nature such as zoning ordinances and building codes
- F. Ticketing for traffic violations
- G. Crime prevention programs that encourage community involvement and investment in the City of Falcon Heights; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program
- H. Criminal investigative services
- I. Reports on police services and activities, including weekly, monthly, and annual police reports sent to Falcon Heights
- J. Responses to medical emergencies, fires, and other emergencies. Responses shall include where appropriate: securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel
- K. Officers will be available at Falcon Heights City Hall to answer questions from, and provide information regarding police activities to Falcon Heights residents, business owners and staff on an as-needed basis as determined by SAVPD
- L. License inspections, background investigations, and license enforcement services as called for under applicable state law or city ordinances
- M. Review and comment, upon request, of proposed Falcon Heights ordinances affecting police services or enforcement
- N. Follow-up on reported crimes with reporting parties, including routine notification by telephone or mail as to the status of the investigation
- O. Special event traffic patrol services
- P. Attendance at public safety or City Council meetings as requested by Falcon Heights, and
- Q. Such law enforcement functions and services as may be required by Falcon Heights that fall within the duties and functions of the type customarily performed by a municipal police department and are in congruence with the enforcement policies of SAVPD

V. PAYMENT FOR SERVICES

In consideration of the services to be provided under this Agreement, Falcon Heights shall pay a pro-rated share of the St. Anthony Police Budget determined by a two -factor cost- sharing formula for each contract year. The factors of the formula, and the weight to be given to each, are defined as follows:

- A. **Population of Each Contract City.** The population of each Contract City and St. Anthony shall be computed from the then most recent Metropolitan Council estimate. Provided, however, that in a census year when there is a new census figure available of the year prior to the Contract Year, the new census figure shall be used.
- B. **Calls for Service.** A call for service is an event requiring a response, intervention or investigation by St. Anthony whether generated by a request from a citizen, law enforcement agency, or other person, or on the initiative of a police officer or a policy of the St. Anthony Police Department. Calls for service for each Contract City and St. Anthony shall be calculated by totaling the calls for service during the 12 -month period next preceding the current Contract Year.
- C. **Weight of Factors.** The weight to be allocated to each of the three factors is as follows will continue into the future unless changed by agreement of all Contract Cities and St. Anthony:

City Population 50%
Calls for Service 50%

The Population Ratio and Calls for Service Ratio of each city shall be converted to dollars by multiplying each ratio of each city (expressed in percent) by the SAVPD budget final total and multiplying that product by the weight for each factor (expressed in percent) for the appropriate year.

VI. METHOD OF PAYMENT

St. Anthony shall submit an invoice to Falcon Heights on a monthly basis for 1/12 of the agreed upon annual fee. Falcon Heights shall promptly notify St. Anthony in writing of any invoice inaccuracies, missing documentation, charges not in accordance with the Agreement or of any other reason why the invoice is not fully approved. St. Anthony shall promptly cure any inaccuracies or other reasonable issues identified by Falcon Heights and resubmit a new invoice. If Falcon Heights fails to identify any such issues within three (3) Business Days following submission of such invoice to Falcon Heights, then such invoice shall be deemed approved. The amount owing under any invoice approved by Falcon Heights shall be payable to St. Anthony no later than thirty (30) Business Days from the date of receipt. Any late payment shall bear interest at the Interest Rate from the date such payment was due.

VII. INSURANCE

Falcon Heights, at its expense shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. **General Liability.** Falcon Heights agrees to maintain comprehensive municipal liability coverage in the minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. St. Anthony shall be endorsed as additional insured.
- B. **Excess Liability.** Falcon Heights agrees to maintain excess liability coverage in the minimum amount of \$2,000,000 per occurrence. St. Anthony shall be endorsed as an additional insured.
- C. **Primary Insurance.** The coverage afforded to the additional insureds shall be primary and noncontributing with any other insurance maintained by the additional insureds.
- D. **Subrogation.** There shall be a waiver of subrogation in favor of the additional insureds.

Additional Insurance Conditions

Falcon Heights shall, prior to receiving Policing Services, deliver to St. Anthony a Certificate of Insurance as evidence that the above coverages are in full force and effect.

St. Anthony, at its expense shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- 1. **General Liability.** St. Anthony agrees to maintain comprehensive municipal liability coverage in the minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Falcon Heights shall be endorsed as additional insured.

Automobile Liability. St. Anthony agrees to maintain motor vehicle liability coverage, including owned, hired, and non-owned automobiles, with a minimum

- i. \$2,000,000 combined single limit per occurrence.

Workers Compensation. St. Anthony agrees to provide Workers' Compensation Coverage for all its employees in accordance with the statutory requirements of the State of Minnesota. St. Anthony shall also carry Employers' Liability Coverage with minimum limits are as follows:

- 1. \$500,000 – Bodily Injury by Disease per employee
- 2. \$500,000 – Bodily Injury by Disease aggregate
- 3. \$500,000 – Bodily Injury by Accident

Additional Insurance Conditions

St. Anthony shall, prior to commencing the Police Services, deliver to Falcon Heights a Certificate of Insurance as evidence that the above coverages are in full force and effect.

VIII. LIABILITY

Indemnification. Except for automobile liability claims, Falcon Heights agrees to indemnify, defend, and hold harmless St. Anthony and its officers, agents, and employees against any claim for damages arising out of St. Anthony's negligence or failure to perform its obligations under the terms of this Agreement, provided that the St. Anthony officer or employee was acting in the performance of the duties of the position; and was not guilty of malfeasance in office, willful neglect of duty, or bad faith. St. Anthony agrees to indemnify, defend, and hold harmless Falcon Heights and its officers, agents and employees from all auto liability claims arising out of St. Anthony's performance of its obligations under the terms of this Agreement.

St. Anthony shall not be responsible for the cost of any claims, alleged injuries, or damages received by any person or property resulting from any negligence, act, or omission of St. Anthony, its officers, agents, or employees in carrying out the terms and conditions of this Agreement except in instances where such costs exceed Falcon Heights' \$4 million dollar per occurrence liability coverage. St. Anthony shall indemnify, defend, and hold harmless Falcon Heights only to the extent that such claims exceed \$4 million per occurrence. If Falcon Heights' coverage limit is exhausted, Falcon Heights and its coverage provider shall have no further obligation to defend St. Anthony. However, upon the advice of defense counsel and the liability coverage provider for each party, Falcon Heights and St. Anthony may cooperate in the defense of any action. Nothing herein shall be construed to provide coverage or indemnification to an officer, agent, or employee of any Party for any act or omission for which the officer, agent, or employee, was not acting in the performance of the duties of their position, and/or is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Except as otherwise specified, Falcon Heights shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any St. Anthony personnel performing services pursuant to this Agreement, and St. Anthony hereby assumes said liabilities.

Except as otherwise specified, Falcon Heights shall not be liable for compensation or indemnification to any St. Anthony employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and St. Anthony hereby agrees to indemnify, defend, and hold harmless Falcon Heights against any such claim.

St. Anthony, its officers, agents and employees shall not be deemed to assume any liability for intentional misconduct or negligent acts of Falcon Heights or of any other officers, agent, or employee thereof, and Falcon Heights shall hold St. Anthony and its officers, agents and employees harmless from, and shall defend and indemnify St. Anthony and its officers, agents and employees, against any claim for damages arising out of Falcon Heights' negligent performance or failure to perform its obligations pursuant to this Agreement.

- A. Force Majeure.** Neither Party shall be liable for failure to perform its obligations under the Agreement if such failure results from circumstances unforeseen and beyond the reasonable control of the Party affected, which materially affects its performance hereunder (a "Force Majeure Event"). A Force Majeure Event includes, but is not limited to, fire, flood, typhoon, earthquake, terrorism, strike, or regional or national labor disputes. The affected Party will notify the other Party as soon as practicable after the occurrence of a Force Majeure Event, and shall use commercially reasonable efforts to mitigate or cure the effect of the Force Majeure Event. In the event that the Force Majeure Event continues for a period exceeding thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party. Neither Party shall pay damages to the other Party for termination of this Agreement due to a Force Majeure Event.

- B. Waiver** Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. No exercise of any right or remedy by either Party shall constitute a waiver of any other right or remedy contained herein or provided by Applicable Law. Nothing herein shall be construed to provide insurance coverage or indemnification to an employee, official, or agent of any Party for any act or omission for which the employee, official, or agent is guilty of malfeasance in office, willful neglect of duty, or bad faith.

IX. ADMINISTRATIVE RESPONSIBILITY

Any Policing Services rendered to Falcon Heights will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services, and activities, will be within the exclusive control of SAVPD. The Parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

X. JOINT OPERATIONS COMMITTEE

St. Anthony and Contract Cities will appoint members to a Joint Operations Committee. The Committee will consist of top administrative and police command staff and will meet at least once per quarter to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of St. Anthony and the Contract Cities.

Parties will evaluate the staffing needs regularly as part of the Joint Operations Committee. Adjustments to the staffing plan will be made based on crime trends, call volumes, and other relevant factors to ensure optimal Policing Services for all Contract Cities. This Agreement does not create a joint powers entity. The Joint Operations Committee does not have the power to receive and expend funds, to enter contracts, to hire employees, or to purchase or otherwise acquire and hold real or personal property.

XI. COMMUNICATIONS, EQUIPMENT, AND SUPPLIES

St. Anthony will furnish all communication equipment and any supplies required for the performance of Policing Services under this Agreement.

XII. COOPERATION AND ASSISTANCE AGREEMENTS

Falcon Heights will be included in all Cooperative Agreements such as Special Weapons and Tactics (SWAT), Violent Crimes Enforcement Team (VCET), entered into by SAVPD with other police services units.

XIII. HEADQUARTERS

Headquarters for services rendered to Falcon Heights under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Falcon Heights may notify headquarters or Ramsey

County radio dispatch for Policing Services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Falcon Heights at the Falcon Heights City Hall, and Falcon Heights will have facilities available to the officers at Falcon Heights City Hall for this purpose at the expense of Falcon Heights.

XIV. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Falcon Heights will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance, and similar personnel and employment matters will be the obligation of St. Anthony. Falcon Heights will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Falcon Heights.

XV. OFFICERS OF FALCON HEIGHTS

The officers assigned duty within Falcon Heights will be cross-deputized so as to enforce the laws of the Falcon Heights by proper action to be taken by the Falcon Heights City Council, and shall be empowered to exercise all of the police powers and duties of a police officer of Falcon Heights but the St. Anthony officer shall not by reason thereof be classified as an employee of Falcon Heights for any purpose other than the discharge of such powers and duties. The Chief of Police of St. Anthony will furnish to the Falcon Heights City Administrator the names of all St. Anthony police officers assigned to Falcon Heights, and all such officers will be appointed officers of the City of Falcon Heights.

XVI. OFFENSES

All offenses within Falcon Heights charged by police officers under this Agreement will be charged in accordance with Falcon Heights' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVII. COMMUNICATIONS

St. Anthony agrees to provide the Falcon Heights Administrator with weekly, monthly, and annual police reports, in a format that is mutually agreed to by the St. Anthony Police Chief and the Falcon Heights City Administrator.

The St. Anthony Police Chief will regularly communicate with the Falcon Heights City Administrator in order to ensure that Falcon Heights is knowledgeable about any police activity in the City, and at the request of the Administrator, the Police Chief, or the Chief's designee, will make presentations to the Falcon Heights City Council.

XVIII. PROSECUTION COSTS, REVENUES

Falcon Heights will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. Law Enforcement Assistance Administration ("LEAA") funds and all funds legally confiscated and property forfeited will be retained by St. Anthony. Revenue from fines levied within Falcon Heights will be paid to Falcon Heights. Peace Officer Standards and Training funds will be used for officer training.

XIX. REVIEW OF AGREEMENT

From time to time, the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Falcon Heights deem necessary.

XX. GENERAL PROVISIONS

- A. **Entire Agreement.** This Agreement, together with all Appendices and Exhibits hereto, embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, whether verbal or written, relating to the subject matter hereof.
- B. **Assignment.** Neither Party shall assign its interests or rights under this Agreement to any third party without the prior written consent of the other Party, which shall not be unreasonably withheld.
- C. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. **Compliance with Law.** In connection with Policing Services rendered hereunder, St. Anthony agrees to abide by all federal, state, and local laws, ordinances and regulations.
- C. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. **Jurisdiction.** Any action or proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement shall be brought against either of the parties in the jurisdiction of the Ramsey County District Courts and each of the Parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.
- E. **Government Data/Privacy.** St. Anthony agrees to abide by the applicable provisions of the Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. St. Anthony understands that all of the data created, collected, received, stored, used, maintained or disseminated by St. Anthony in performing those functions that Falcon Heights would perform is subject to the requirements of Chapter 13. This does not create a duty on the part of St. Anthony to provide the public with access to public data if the public data is available from Falcon Heights, except as required by the terms of this Agreement.
- F. **Waiver.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. **Notices.** All notices and other communications made pursuant to this Agreement must be in writing and shall be conveyed to the Parties by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to St. Anthony: City of St. Anthony
3301 Silver Lake Rd NE

St. Anthony, MN 55418
Attn: City Manager

Notice to Falcon Heights: City of Falcon Heights
2077 Larpeur Ave. W.
Falcon Heights, MN 55113
Attn: City Administrator

- H. **Severability.** If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- I. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same Agreement.
- J. **Headings.** Section headings are for reference only and are not intended to create substantive rights or obligations.
- K. **Effective Date.** This Agreement is effective on the date last executed by one of the Parties below.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF FALCON HEIGHTS

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____

Appendix A: Contract Start-up Staffing

This appendix outlines the phased implementation of dedicated police staffing for Falcon Heights under the Agreement for Police Services between the City of St. Anthony and the City of Falcon Heights. St. Anthony will use its best efforts to meet the staffing levels required below.

1. Initial Staffing Phase - March 1, 2025

By March 1, 2025, the City of St. Anthony will provide 3.0 full-time equivalent (FTE) officers who will be assigned to Falcon Heights. These officers will provide an average of 8 hours of daily active patrol within the jurisdictional boundaries of Falcon Heights. This active patrol will include continuous patrolling. Additionally, the SAVPD will respond to all emergency and non-emergency calls at any time of the day. Active patrol levels may be modified by mutual agreement of the Joint Operations Committee based on available staffing levels of the St. Anthony Police Department.

2. Second Staffing Phase - July 1, 2026

By July 1, 2026, the City of St. Anthony will increase the number of dedicated officers to 5.0 FTE officers, ensuring 24/7 active patrol within Falcon Heights. This will include continuous patrolling and response to emergency and non-emergency calls at any time of the day. This may be modified by mutual agreement of the Joint Operations Committee based on available staffing levels of the St. Anthony Police Department. This Staffing Phase will continue until the department has reached a total of 26 trained and self-sufficient police officers (completed field training) on staff.

3. Full Staffing Phase

The City of St. Anthony will continue to scale the number of sworn officers and non-sworn personnel until 8.0 FTE sworn officers and 1.0 FTE non-sworn personnel are hired to provide comprehensive police coverage for the entire contract area. The timeline for this growth will be mutually agreed upon by both cities based on available personnel.

Appendix B: Contract Start-up Pricing

This appendix outlines the phased pricing for Falcon Heights under the Agreement for Police Services between the City of St. Anthony and the City of Falcon Heights.

Pricing is based on available hours of active patrol and covers all recruitment and training costs and all equipment costs. Falcon Heights will be billed monthly, and the Options Committee will determine when to move tiers:

	8 Hour	12 Hour	16 Hour	20 Hour	24 Hour
Personnel	\$686,433	\$843,288	\$1,010,143	\$1,196,999	\$1,423,854
Equipment	\$191,660	\$191,660	\$191,660	\$191,660	\$191,660
Total	\$878,093	\$1,034,948	\$1,201,803	\$1,388,659	\$1,615,514

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Meeting Date	December 23, 2024
Agenda Item	Consent G10
Attachment(s)	Personnel Policy
Submitted By	Jack Linehan, City Administrator

Item	Personnel Policy Changes
Description	The City of Falcon Heights has had a long-standing policy of semi-monthly payroll, which means employees are paid on or before the 15th and last day of each month. This leads to 24 paychecks per year. While this method has worked for some, other employees have expressed the challenges of irregular payroll dates as finance staff try to work around weekends/holidays. Many of the newer employees are used to bi-weekly payroll, in which payment is made on a set day (every other Friday, for example). This means there are 26 pay checks per year, so each check is smaller, but employees have indicated they would prefer the predictability in the modern environment of direct deposit paychecks and auto-billing for expenses. Finance Director Roland Olson and Accountant Alyssa Landberg have been working on a plan to move payroll to bi-weekly in January. To accommodate the switch, we also need to modify the personnel policy to reflect how employees are paid. The proposed language clarifies this.
Budget Impact	N/A
Attachment(s)	Personnel Policy
Action(s) Requested	Staff recommends City Council make a motion to authorize the City Administrator to amend the personnel policy to reflect this upcoming change in payroll and distribute the modified policy to all employees.

CITY OF FALCON HEIGHTS



PERSONNEL POLICY

Adopted December 23, 2024

Deleted: 13, 2023

INTRODUCTION

This handbook contains personnel policies and procedures approved by the Falcon Heights City Council regarding Falcon Heights employee relations. These policies and procedures are guidelines only and are not to be construed as contractual terms of employment. Any aspect of these policies and procedures may be changed at any time at the sole discretion of the City Council without prior notice.

Employees covered by an employment contract for any of the provisions in the handbook will be governed by the employment contract with regard to those provisions.

It is the responsibility of each employee to know all of the policies, procedures, and regulations contained in this manual. Violation of the personnel policies may be grounds for disciplinary action up to and including discharge.

Each employee, upon being issued a copy of the personnel policies, will sign a dated form indicating the policy has been received. The employee is required to read the personnel policies within 30 days.

Besides these personnel policies, employees are expected to read and be familiar with the special orders and other publications specific to the employee's job performance or job safety. Employees are expected to develop the same familiarity with these publications as with the personnel policies.

Except as otherwise prohibited by law, the city of Falcon Heights has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

DEFINITIONS

The following words used in this handbook are defined to mean:

Full-Time Employee: an employee who works at least forty hours per week throughout the year.

Part-Time Employee: an employee who works under forty hours per week throughout the year.

Temporary, Seasonal or As-Needed Employee: an employee retained to fill a position, full or part-time, which is of a temporary or seasonal or as-needed nature.

Independent Contractors/Consultants: persons or firms contracted by the City who determine their own hours of operation and/or use of their own resources in the performance of their duties and are not employed by the City.

Overtime: time worked by non-exempt employees in excess of forty hours per week.

Good Standing: not under suspension or given notice of discharge by the City Council.

Termination: a complete separation of an employee from employment as a result of discharge, resignation, retirement or death.

Exempt Employee: employees not covered under the overtime and minimum wage provisions of the Fair Labor Standards Act.

Work Week: for purposes of calculating overtime compensation, the work week shall begin at 12:00 a.m. on Monday and conclude at 11:59 p.m. on Sunday.

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EMPLOYER AUTHORITY

POLICY

The City Council retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the use of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; to perform any inherent managerial function and to amend this handbook at any time.

NON-DISCRIMINATION

POLICY

1. It is the policy and intent of the City of Falcon Heights (herein after “the City”) to provide equality of opportunity in employment to all persons.
2. This policy prohibits discrimination because of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, place of residence, political affiliation, sexual orientation, disability, marital status, status with regard to public assistance, membership or activity in a local commission, sex or age in all aspects of its personnel policies, programs, practices and operations.
3. This policy applies to all phases of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, or transfer; layoff, recall, or termination; rates of pay, or other forms of compensation and selection for training. This policy also applies to the use of all facilities and participation in all City-sponsored employment activities.
4. It is the responsibility of the City Administrator and every supervisor to cooperate in the implementation of this policy.
5. Failure of any employee to perform in a manner consistent with this policy will constitute grounds for reprimand, suspension, demotion, or dismissal from the City's employ.

DISCRIMINATION RECOURSE

POLICY

1. Equal employment opportunity is the right of a person to work and to advance on the basis of merit, ability, and individual potential.
2. Any employee who feels that he or she is a victim of discrimination or who believes he or she has witnessed discrimination should immediately report such actions in accordance with the following procedure:
 - a. Any employee who has witnessed or believes that he or she is a victim of discrimination should report the act immediately to the City Administrator or any member of the City Council.
 - b. The City will investigate every reported incident immediately. Any employee or supervisor who has been found to have discriminated against another employee may be subject to appropriate disciplinary action, up to and including immediate discharge.
 - c. The City will conduct all investigations in a discreet manner. The City recognizes that every investigation requires a determination based on all the facts in the matter.
 - d. The City will not tolerate retaliation against an employee who files a complaint alleging discrimination. The City will discipline any employee who retaliates against another employee who files a complaint alleging discrimination or who testifies, assists or participates in any manner in any investigation into a complaint alleging discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.
3. A charge of discrimination may be filed with the Minnesota Department of Human Rights and the United States Equal Employment Opportunity Commission by a person or group of persons who believe they are victims of unlawful employment discrimination. Charges may also be filed on behalf of a person or group of persons by their representative. Charges may also be filed by the Commissioner of Human Rights or by the EEOC when there is reason to believe that a person is engaging in an unfair discriminatory practice. A charge must be filed with the EEOC within 180 days of the alleged unlawful employment practice and with the Minnesota Department of Human Rights within one year after the occurrence of the practice.

RESPECTFUL WORKPLACE POLICY

(including sexual harassment prevention)

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

Applicability

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

Abusive Customer Behavior

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

Types of Disrespectful Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior includes the use of physical force, harassment, or intimidation.

Discriminatory behavior includes inappropriate remarks about or conduct related to a person's race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the

general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

Possession and Use of Dangerous Weapons

Possession or use of a dangerous weapon (see attached definitions) is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.

- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

Employee Response to Disrespectful Workplace Behavior

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

Step 1(a). If comfortable (but not required) politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the City Administrator.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

Supervisor's Response to Allegations of Disrespectful Workplace Behavior

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of illegal harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the

impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the City Administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

Special Reporting Requirements

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

Confidentiality

A person reporting or witnessing a violation of this policy cannot be guaranteed

anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

Retaliation

Consistent with the terms of applicable statutes and City personnel policies the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Any employee found to have made a knowingly false allegation under this policy or found to have given knowingly false information during an investigation of such a complaint will also be subject to disciplinary action.

SAFETY PROGRAM

POLICY

1. The City will endeavor through its safety program to maintain a safe and healthy work place. The City will provide safe working equipment. The City will inform employees of proper work habits and procedures which will maximize the potential of an accident-free work environment, and will monitor the existence of proper first aid and emergency equipment and procedures as well as employee knowledge and training in the use of such equipment and procedures. The City will insure the availability and speedy access of City employees to emergency medical services in the event of an accident or medical emergency.
2. The City safety program provides:
 - a. Safety inspections of the work place environment, machines and equipment, procedures and work habits, as well as access to first aid and emergency medical support.
 - b. Incident or complaint review of specific work locations, accidents or injuries, machines, or equipment, recommended work habits or procedures to be carried out in the event of a lost-time accident, a reported or suspected health hazard, an employee complaint, or a supervisor's request.

- c. Safety and protection procedures that make known to employees the existence of potential health hazards, proper protective procedures, and safety and health rules and requirements, as well as emergency procedures.
 - d. Safety education programs which provide safety information and training to employees through demonstrations, training sessions, and verbal and written communications.
 - e. Program enforcement through managers and supervisors who are knowledgeable in safety procedures, who promulgate safe safety attitudes, and who publish and enforce compliance with employee safety and health rules and regulations within the sphere of their work authority.
3. The responsibilities for safety must be shared.
- a. City Administrator. The City Administrator is provided with the authority to establish, promulgate and enforce City safety and health procedures, rules and regulations.
 - b. Employees. Each employee is expected to place safe work practices and identification of unsafe conditions as the highest priority while performing their work duties. Each employee's safety and health commitment includes, but is not limited to, the following:
 - Using appropriate safety equipment.
 - Wearing required dress/uniform and footwear.
 - Warning co-workers of unsafe conditions or practices that could lead to or cause an accident.
 - Operate equipment only after receiving proper training.
 - Reporting defective or damaged equipment.
 - Reporting dangerous, unsafe or unhealthy conditions that exist in the City work place.
 - Reporting of all injuries and accidents.
 - Taking proper protective measures to minimize unsafe conditions that could present a hazard to the public resulting from City work.
 - Maintaining tools and equipment in a proper manner, to ensure that they are in the best possible condition during usage.

APPOINTMENTS AND VETERANS' PREFERENCE

POLICY

1. All appointments to positions of City employment will be based on merit and qualifications of the applicants for the position to be filled. To evaluate the merit and qualifications of the applicants, a criteria will be established for each such position. The criteria established must be capable of being reduced to a 100-point rating system. A 100-point system must be applied to all positions of City employment except for those positions specifically exempted from the Veterans' Preference Act, Minn. Stat. § 43A.11, by Minn. Stat. § 197.46.
2. In accordance with Minn. Stat. § 43A.11 and Minn. Stat. § 197.455, a credit of five points will be added to a veteran's rating at the election of the veteran so long as the City position being sought is not exempted from veterans' preference by Minn. Stat. § 197.46. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100-point system established for the position without the addition of the credit points.
3. In accordance with Minn. Stat. § 43A.11 and Minn. Stat. § 197.55, a credit of ten points will be added to a disabled veteran's rating at the election of the disabled veteran so long as the City position being sought is exempted from veterans' preference by Minn. Stat. § 197.46. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100-point system established for the position without the addition of the credit points.

PROBATIONARY PERIOD

POLICY

1. Purpose: The probationary period will be regarded as an integral part of the examination process and will be used for closely observing the employee's work, for securing the most effective adjustment of the employee to this position and for rejecting any employee whose performance does not meet the required standards. Employment remains "AT WILL" both during and following the probationary period.
2. Duration: All appointments will be probationary and subject to a probationary period of up to six (6) months service after appointment. The City can extend the probationary period beyond six (6) months for such period of time as the City at its discretion deems fit and necessary. At any time during the probationary period, any employee may be transferred or dismissed at the City's discretion.

3. Applies to Promotions: All promotions will be subject to a probationary period of up to six (6) months. If the employee who has been promoted is found unsuited for the work of the position to which promoted, at the City's discretion the employee may be reinstated to the position and rate of pay of the position from which the employee was promoted.
4. Affects Leave Benefits: During the initial probationary period, but not during a promotional period, an employee will not be entitled to vacation leave during the first six months of employment. Vacation leave accrues from the start of employment.

DRUG, ALCOHOL, AND CANNABIS TESTING AND DRUG-FREE WORKPLACE ACT POLICY FOR NON-COMMERCIAL DRIVERS (NON-DOT)

Purpose

The city of Falcon Heights has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The city of Falcon Heights does not intend to intrude into the private lives of its employees, but strongly believes that a drug, alcohol and cannabis-free workplace is in the best interest of employees and the public alike. Alcohol, drug, and cannabis abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and an increase in theft of city property. The city of Falcon Heights's Drug, Alcohol and Cannabis Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

City employees and applicants required to hold a commercial driver's license by the United States Department of Transportation ("DOT") for their job will be tested under the city's Policy on Controlled Substance and Alcohol Testing for Commercial Drivers (the "DOT Policy"). All other employees and job applicants offered employment with the city must undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the "policy acknowledgement." A job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

Persons Subject to Testing and Circumstances Under Which Testing May Be Required

Under this policy, the city may test any applicant to whom an offer of employment has been made and may test employees for alcohol and/or drugs, including cannabis, under the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1.

a. Reasonable Suspicion Testing:

Consistent with Minn. Stat. § 181.951, subd. 5, employees will be subject to alcohol and/or drug testing, including cannabis testing, when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol, drugs or cannabis; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs, alcohol, or cannabis, while working, while on city property, or while operating city vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol, drugs or cannabis or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol, drugs or cannabis may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all city employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify the City Administrator of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Right of Refusal: Employees and job applicants have the right to refuse to submit to an alcohol, drug, or cannabis test under this policy. However, such a refusal will subject an employee to immediate termination. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn. Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug alcohol or cannabis test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

An employee or job applicant who, on religious grounds, refuses to undergo drug and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine sample.

Prohibition Against Drugs and Alcohol

Prohibition. Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, including cannabis, or drug paraphernalia, while on duty; while on city premises; while operating any city vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while "on call" and subject to return to work. Having a medical marijuana card, patient registry number, and/or marijuana prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug, alcohol and cannabis testing policy. Employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by

cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

Employees are prohibited from being under the influence of alcohol or drugs, including cannabis, or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; while should be while on the city's premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

Driving While Impaired: A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

Criminal Drug Convictions: Any employee convicted of any criminal drug statute must notify his or her supervisor and the City Administrator in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the city will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over \$25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Drugs: Employees taking a lawful drug, including prescription and over-the-counter drugs or cannabis, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

Review and Notification of Test Results

Notification of Negative Test Results: In the case of job applicants and in accordance with Minn. Stat. § 181.953, the City Administrator or designee will notify a job applicant of a negative drug result within three days of receipt of result by the city, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result. A

"Negative Test Results Notification" form will be sent to the job applicant, and the job applicant may request a copy of the test result report from the City Administrator or designee. In the case of current employees and in accordance with Minn. Stat. § 181.953, the City Administrator or designee will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the city. A "Negative Test Results Notification" form will be sent to the employee, and he or she may request a copy of the test result report from the City Administrator or designee.

Notification of Positive Test Results: In the event of a confirmed positive blood or urine alcohol drug, or cannabis test result, the city will notify the employee of a positive result within three days of receipt of the result. The City Administrator or designee will send to the employee or job applicant a "Positive Test Results Notification" letter containing further instructions. The employee or job applicant may contact the City Administrator or designee to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result.

Right to Provide Information after Receiving Test Results: Within three working days after notice of a positive drug, alcohol, or cannabis test result on a confirmatory test, the employee or job applicant may submit information to the city to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the city will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

Right to Confirmatory Retest: A job applicant or employee may request a confirmatory retest of the original sample at the job applicant's or employee's own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the city in writing of the job applicant's or employee's intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the city will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the city's job offer will be reinstated, and the city will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse

personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the city will reimburse the employee for the actual cost of the confirmatory retest.

Access to Reports: In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

Dilute Specimens: A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate termination.

Consequences for Employees Engaging in Prohibited Conduct

Job Applicants:

The city's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

Employees:

- **No Adverse Action without Confirmatory Test.** The city will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- **Suspension Pending Test Result.** The city may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the city believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public.
The employee will be asked to return home and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

Discipline and Discharge

Confirmatory Positive Test Result: The city will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The city has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the city after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use

counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and

- The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

Other Misconduct:

Nothing in this policy limits the right of the city to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other city personnel policies.

Emergency Call Back to Work Provisions:

If an employee is called out for a city emergency and he or she reports to work and is suspected of being under the influence of drugs, alcohol, or cannabis he or she will not be subject to the testing procedures of this policy but will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol, drugs or cannabis and who is called out for a city emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

Non-Discrimination

The city of Falcon Heights' policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug or cannabis abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of individuals.

Furthermore, the city will not retaliate against any employee for asserting his or her rights under this policy.

Definitions

Alcohol: Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

Alcohol use or usage: Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Applicant: Means a person applying for a job with the city.

Cannabis: Means cannabis and its metabolites, including cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products.

Cannabis testing: Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd. 1, for the purpose of measuring their presence or absence of cannabis in the sample tested.

City: Means the city of Falcon Heights.

City premises: Means, but is not limited to, all city job sites and work areas. For the purposes of this policy, city premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the city.

City vehicle: Means any vehicle which employees are authorized to use solely for city business when used at any time; or any vehicle owned or leased by the city when used for city business.

Collection site: Means a place designated by the city where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine, and/or blood to be analyzed for the presence of drugs and alcohol.

Confirmatory test: Means a drug, alcohol or cannabis test on a sample to substantiate the results of a prior drug, alcohol test or cannabis on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Drug: Includes any "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a "controlled substance" as defined in Minn. Stat. § 152.01, subd. 4. Cannabis and its metabolites are considered a "drug" for positions in the following categories, regardless of the kind of testing involved: safety sensitive positions; peace officer positions; firefighter positions; positions requiring face-to-face care, training, education, supervision, counseling or medical assistance to children, vulnerable adults or patients receiving treatment, examination or emergency care for a medical, psychiatric or mental condition; positions requiring a commercial driver's license or requiring the employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing; positions funded by a federal grant; or other positions for which state or federal law requires testing of a job applicant or employee.

Drug and/or alcohol testing, and drug and/or alcohol test: Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd. 1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol

testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

Drug paraphernalia: Has the meaning set forth in Minn. Stat. § 152.01, subd. 18.

Employee: Means a person who performs services for compensation for the city and includes independent contractors except where specifically noted in this policy.

Initial screening test: Means a drug, alcohol, or cannabis test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Job applicant: Means a person who applies to become an employee of the city and includes a person who has received a job offer made contingent on the person passing drug testing.

Positive test result: Means a finding of the presence of alcohol, drugs, cannabis or their metabolites that exceeds the cutoff levels established by the city. Minimum threshold detection levels are subject to change as determined in the city's sole discretion.

Random selection basis: Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

Reasonable suspicion: Means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

Safety-sensitive position: Means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, and/or cannabis usage would threaten the health or safety of any person.

Under the influence: Means (1) the employee tests positive for alcohol drugs, or cannabis or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the city to conclude that the employee is impaired because of illegal drug use or alcohol use.

SERVICE TIME

POLICY

1. Service time is the employee's length of continuous service with the City commencing with the first day of hire. Employees will be on a probationary basis for at least six (6) months from the date of hire. Upon a successful completion of the probationary period, service time will be accumulated from the first day of hire.
2. From time to time, personal circumstances, illness or civic duty may require an employee's absence from work for periods of varying duration. Authorized leaves of absence for vacation, sick leave, funeral leave, medical leave, maternity absence, leave under the Family and Medical Leave Act, parenting leave, school conference and activities leave, sick child care leave, military leave, injury leave, and jury duty will not interrupt the accumulation of continuous service, provided the employee meets the conditions required by the City of such leaves.
3. Service time will not accumulate during a general leave of longer duration than one week.

TEMPORARY, CASUAL, AND PART-TIME EMPLOYMENT

POLICY

1. Persons whose employment is temporary or seasonal will not be entitled to vacation leave, holiday pay or insurance benefits, except for workers compensation insurance.
2. Temporary employees do not accumulate service time.
3. Employee positions must be established by the budget.
4. Employees who are hired for positions requiring less than full time may be granted certain employee benefits based on actual hours worked, as determined by the City and as may be required by law.
5. An employee on a temporary, casual, or part-time status will be entitled to such public employee benefits as may be provided under the Public Employment Labor Relations Act, Minnesota Statutes Chapter 179A.

EMPLOYMENT OF SPOUSES AND RELATIVES

POLICY

1. An applicant related to any elected or appointed official or employee will not be considered for employment in a work situation where the relative would also be employed if it would result in a conflict of interest. The words "related" or "relative" for the purpose of this policy will mean: mother, father, spouse, domestic partner, son, daughter, brother or sister.
2. Conflict of interest means:
 - a. Where one employee would supervise or have the authority to appoint, remove or discipline a relative.
 - b. Where one relative would be responsible for auditing the work of another relative.
 - c. Where circumstances exist which would place a relative in a situation of actual or foreseeable conflict between the City's interests and the relative's interest.
 - d. Where the employment of a relative of a policy level employee of an organization with whom the City deals would give the appearance of improper influence or favor.
 - e. Where confidentiality of the City would be jeopardized.
3. Promotions or transfers of a relative which would result in a conflict of interest will not be acted upon until the conflict is satisfactorily resolved.

OUTSIDE EMPLOYMENT

POLICY

1. Full-time employees may not engage in outside employment which might in any way hinder the objectives and performance of their duties or impair their efficiency on the job.
2. Outside employment must be requested in writing and approved in advance by the City Administrator.

PROMOTIONS/TRANSFERS/DEMOTIONS

POLICY

1. It is the City's policy to fill employment vacancies by promotion or transfer insofar as practical, and in case of equal qualifications to give consideration to length of service.
2. All promotions will be subject to a probationary period of six (6) months. If the employee who has been promoted is found unsuited for the work of the position to which promoted, at the City's discretion the employee may be reinstated to the position and rate of pay of the position from which the employee was promoted.
3. Employees will be entitled to vacation leave during a probationary promotion period if they have fulfilled the requirements for vacation time in their prior position.
4. If an employee is transferred, promoted or demoted, the rate of pay will be determined as follows:
 - a. In the case of a transfer or promotion, if the rate of pay for the former position is less than the minimum rate established for the new position, the rate will be advanced to the minimum of the position to which transferred or promoted.
 - b. In the case of a transfer or demotion, if the rate of pay in the former position is more than the maximum rate established for the new position, the rate of pay may be reduced to the maximum rate or to an intermediate rate of the position to which transferred or demoted. Such determination will be made by the City Administrator.
 - c. In case of a transfer for the good of the City and/or the employee and not in the nature of a promotion or demotion, the rate of pay will remain the same.
5. An applicant for City employment or a City employee seeking promotion must not directly or indirectly render any service or pay any money or other valuable consideration to any person for or in connection with the applicant's or employee's employment test or proposed appointment or promotion.

RESIGNATION

POLICY

1. Any employee wishing to leave City employment in good standing must file with the employee's supervisor, at least 14 days before leaving, a written resignation stating the effective date of the resignation. Failure to comply with this particular procedure may be cause for denying such employee future employment by the City and denying termination leave benefits.
2. Unauthorized absence from work for a period of three (3) working days may be considered by the City as a resignation, without benefits.
3. An employee who has resigned from a position may be considered for re-employment but will have no inherent right to any position.

LAYOFFS

POLICY

The City may layoff any employee whenever such action is necessary due to shortage of work or funds or when a position has been abolished.

DISCIPLINARY ACTION

POLICY

1. City employees are subject to disciplinary actions for failing to fulfill their duties and responsibilities, including failure to observe policies and work rules. It is the policy of the City to administer disciplinary penalties without discrimination. A supervisor will investigate any allegation for which disciplinary action might be based before any disciplinary action is taken. Employees serve at the will of the City and notwithstanding anything in this policy, may be dismissed with or without cause.
2. Possible disciplinary actions include the following:
 - a. An employee may be given an oral reprimand by the employee's immediate supervisor. Documentation of the oral reprimand will be placed in the employee's personnel file.

- b. An employee may be given a written reprimand by the employee's immediate supervisor. A written reprimand will state that the employee is being warned for misconduct. The written reprimand will contain a description of the misconduct, past action taken by the supervisor to correct the problem, a statement urging prompt correction or improvement by the employee, time tables and goals for improvement when appropriate, and an outline of future penalties that may be imposed should the misconduct continue. The employee will be given a copy of the reprimand after the employee signs the original acknowledging its receipt. The signature of the employee on the reprimand will not mean that the employee agrees with the reprimand. The reprimand will be placed in the employee's personnel file.
- c. An employee may be suspended up to ten (10) days with pay by the employee's immediate supervisor. The immediate supervisor will notify the City Administrator of the suspension with pay. The suspension with pay will continue only upon the approval of the City Council. Upon the City Council's approval of the suspension, the employee will be notified in writing of the reason for the suspension and its length. Upon the employee's return to work, the employee will be provided a written statement outlining further disciplinary actions that may be taken should the misconduct continue. Suspension with pay will include suspending an employee pending investigation of allegations of misconduct against the employee. All suspensions with pay will be reduced to writing and placed in the employee's personnel file. If the suspension with pay is for investigation of allegations of misconduct and the allegations prove to be false, at the discretion of the City Council the written suspension with pay will be removed from the employee's personnel file and back pay may be issued.
- d. An immediate supervisor may suspend an employee with pay pending a decision by the City Administrator to suspend the employee without pay. Prior to the suspension without pay or as soon thereafter as possible, the employee will be notified in writing of the reason for the suspension without pay and its length. Upon the employee's return to work, the employee will be provided a written statement outlining further disciplinary actions that may be taken against the employee should the misconduct continue.
- e. An employee may also be suspended without pay by the City Council. The suspension without pay will be reduced to writing and placed in the employee's personnel file. If the suspension without pay is for investigation of allegations of misconduct and the allegations prove to be false, the written suspension without pay will be removed from the employee's personnel file and the employee will be entitled to any

compensation to which the employee is entitled had the suspension not taken place.

- f. An employee may be involuntarily demoted, required to transfer to a comparable employment position, or have the employee's salary decreased or the employee's salary increase withheld by the City Council. In no event will an employee's salary be decreased below the salary schedule approved for the employee's position by the City. Prior to such action or as soon thereafter as possible, the employee will be notified of the reason for the action. The action taken will be reduced to writing and placed in the employee's personnel file.
 - g. Any employee may be dismissed by the City Council.
 - h. Veterans' Preference Act Exception: Notwithstanding the possible disciplinary actions listed in this handbook, no City employee who is a veteran as defined by Minn. Stat. § 197.447 may be removed from City employment, except in accordance with and as provided by Minn. Stat. § 197.46.
3. In the case of suspension, or demotion, an employee will be granted a review by the City Council if the employee submits a written request for a review to the City Administrator within five (5) working days of notification of the action taken.

PERFORMANCE APPRAISALS

POLICY

Employees will receive formal performance appraisals generally annually from their designated supervisor. A copy of the performance appraisal will be placed in the employee's personnel file and provided to the employee. Supervisors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis.

POLITICAL ACTIVITY

POLICY

1. City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no city employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes.

2. Further, any political activity in the workplace must be pre-approved by the city to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.
3. If any employee is elected or appointed to the City Council, the employee must resign or obtain a leave of absence.

TRAVEL

POLICY

APPROVAL AND ADVANCES

1. All travel and seminar attendance by City employees require prior approval by the City Administrator or the City Administrator's designee. All travel and seminar attendance by the City Administrator must be in accordance with the City's adopted budget.
2. Approval for travel must be obtained prior to seminar registration or other final travel arrangements. Approval must be requested at least 72 hours prior to departure.

ALLOWABLE EXPENSES

4. Accommodations must be selected at reasonable cost, consistent with the facility available and convenient to location of the conference or business meeting attended. An employee may claim only the actual and necessary cost of single occupancy where a double or multiple-occupancy has occurred.
5. Allowable transportation costs will include reimbursement for: mileage accumulated on personal vehicle at prevailing mileage rate; actual round trip coach rate airfare; or actual receipted expenses for City-owned vehicles, as required and as approved.
6. Reimbursement for meals will be made at reasonable cost, as required and as approved. A per diem amount of up to \$40 per day will be reimbursed to employees for actual costs of meals. There is no reimbursement for alcoholic beverages. An explanation must be included for cost of meals exceeding per diem guideline. Other miscellaneous expenses may be authorized, as required and as approved.
7. Reimbursement for long distance telephone calls will be allowed as follows:
 - City business

- One call to a family member per day of 10 minutes or less

EMPLOYEE EXPENSE REPORTS

8. Within five (5) working days upon return to work, an employee must submit an Employee Expense Report for approval by the employee's supervisor and the City Administrator or the City Administrator's designee. Receipts for expense items must accompany each expense report.

USE OF VEHICLES

POLICY

1. An employee using a City vehicle must have a valid driver's license in the appropriate class. Any violation of this provision shall subject the employee to disciplinary action up to and including termination.
2. Employees using City vehicles must be particularly mindful of all traffic regulations and courtesies of the road. Abuses and violations may subject the employee to disciplinary action, up to and including termination.
3. Unless approved by the City Administrator, the use of City vehicles for personal reasons is prohibited. Violation of this provision may subject the employee to disciplinary action.
4. The mileage rate for reimbursement shall be the rate approved by the City Council and the IRS. Claims shall be submitted on an Employee Expense Report provided by the Finance Director, and shall be itemized, showing the date, destination, purpose of the trip, and mileage, and be signed by the person making the claim. Mileage reimbursement shall be made upon the City Administrator's or immediate supervisor's approval of the claim. Employees using their personal vehicle and claiming mileage reimbursement on City business shall assume liability through the employee's own vehicle insurance carrier for personal injury, property damage, and comprehensive/collision damage to their vehicle. Any traffic violations incurred while on City business are the responsibility of the employee to satisfy. Use of the employee's private vehicle for City business must also meet requirements of the U.S. Internal Revenue Service as to the reporting of claims for mileage paid by the City.
6. An accident while on City business with either a City vehicle or a private vehicle shall be immediately reported verbally to the supervisor and to the City Administrator. This initial report shall be followed up with completion of the

required insurance carrier form and pertinent incident reports as soon as possible.

USE OF TELEPHONE

POLICY

1. The telephone is recognized as a most important means of communication with citizens, the general public, and fellow workers, often the first impression a person has of City government. Employees will answer promptly and identify themselves. They will be courteous, tactful and use good judgment at all times.
2. Adequate coverage of telephones will be a main consideration in scheduling lunch periods, breaks, and time off.
3. The receiving and making of local telephone calls for personal reasons must be kept to a minimum. Abuse of this privilege may subject the employee to disciplinary action.
4. Employees must reimburse the City for long distance charges on personal calls.

EMAIL

POLICY

1. The City maintains an email system. This system is provided by Metro-Inet to assist in conducting City business.
2. All messages composed, sent, or received on the email system are and remain the property of the City. They are not the private property of any employee.
3. The use of the email system is reserved for conducting City business.
4. The email system may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
5. The email system is not to be used to create, send, print or disseminate any offensive or disruptive messages. Among those which are considered offensive, are any messages which are pornographic or which contain sexual implications, racial slurs, gender-specific comments, discriminatory comments, or any other comment that offensively addresses someone's age, sexual orientation, religious

or political beliefs, national origin, or disability. Additionally, offensive or sexually oriented emails are in violation of the City's Offensive Behavior policy.

6. The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information or similar materials without prior authorization.
7. The email system shall not be used for engaging in any activity in violation of local, state, or federal law.
8. The City has and will exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the email system for any purpose. The contents of the email properly obtained for legitimate business purposes, may be disclosed within the City without the permission of the employee. An employee should have no expectation of privacy in messages or files they create, send, read or listen to on City computers.
9. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. E-mail messages should be drafted in the same manner and with the same care as any communication in printed form on the City letterhead.
10. Notwithstanding the City's right to retrieve and read any email messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by the Network Administrator.
11. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission.
12. Employees must also abide by Metro-INET's Acceptable Use Policy (see appendix).

INTERNET

POLICY

As an employee of the City of Falcon Heights you are provided with access to the vast information resources of the Internet. The facilities to provide that access represent a considerable commitment of the City resources for telecommunications, networking, software, storage, etc. This Internet usage policy is designed to help you understand

our expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies and ties up printers and other shared resources. Unlawful Internet usage may also garner negative publicity for the City and expose the City to significant legal liabilities.

This policy applies to all users of City-owned-and-operated computer systems and networks. Any exceptions to this policy require the expressed written consent of the City.

Any employee who discovers a violation of this policy shall immediately notify the City Administrator.

Any employee who violates this policy or uses the Internet system for improper purposes shall be subject to discipline, up to and including discharge.

1. The use of the City's Internet is intended for City business, including research, communication and professional purposes within the business objectives of the City.
2. The City reserves the right to monitor and review all employee Internet usage. No employee should have any expectation of privacy as to his or her Internet usage.
3. The confidentiality of any electronic message using the City's Internet system should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.
4. Personal use of Internet service cannot interfere with business operations and should be limited to non-working hours. Any personal communications made on a matter of public concern must not disrupt the efficiency of the city's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department's ability to effectively serve the public. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to, hair texture and hairstyles such as braids, locs and twists), national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission

5. Internet services, or any other network or computer resources, shall not be used for viewing, archiving, storage, distribution, editing or recording of threatening, obscene, harassing or derogatory material or transmittal of material that is confidential to the City.
6. Internet services, or any other network or computer resources, shall not be used for the viewing, archiving, storage, distribution, editing or recording of any kind of sexually explicit image, material or document.
7. Use of the Internet system to receive (download) software programs, utilities or software extensions is prohibited without prior authorization from the Network Administrator. This includes, but is not limited to, screen savers, games and utility programs. It does not include files such as Word documents, Excel documents, Adobe Portable Document Format (pdf) files and the like.
8. Any software or files downloaded via the Internet into the network become the property of the City. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
9. No employee may use City facilities knowingly to download or distribute pirated software or data. The use of file swapping software on City computers and City networks is prohibited.
10. No employee may use the City's Internet facilities to deliberately propagate any virus, worm or other illegal program code.
11. No employee may use the City's Internet facilities knowingly to disable or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
12. The City's Internet facilities and computer resources shall not be knowingly used to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City resources for illegal activity is grounds for immediate dismissal, and the City will cooperate with any legitimate law enforcement activity.
13. Users of the City's information systems are prohibited from using password protection to restrict access to files on the City's systems without authorization from the Network Administrator.
14. Each employee using the Internet facilities of the City shall identify himself or herself honestly, accurately and completely (including one's company affiliation and function where requested) when participating in chats or newsgroups or when setting up accounts on outside computer systems.

15. Anything an employee writes in email or on the Internet in the course of working for the City can be taken as representing the City's posture. For this reason, users of the City's Internet system are prohibited from using their City email address or otherwise identifying themselves as employees of the City when participating in non-work related online discussion forums, bulletin board, web sites or chat sessions.
16. Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal private or confidential data. Employees releasing protected information via a newsgroup or chat, whether or not the release is inadvertent, will be subject to discipline.
17. Use of the City's Internet facilities to commit infractions such as misuse of City assets or resources, offensive behavior, illegal activity, unauthorized public speaking and misappropriation or theft of intellectual property are prohibited.
18. Employees must also abide by Metro-INET's Acceptable Use Policy (see appendix).

NEWS RELEASE

POLICY

1. To the extent possible, any employee who is requested by the news media to provide information regarding City business will refer the request to the City Administrator or the City Administrator's designee.
2. Employees will not issue City news releases without prior approval of the City Administrator or the City Administrator's designee.
3. Except during regular working hours, any individual employee has the right to comment on any public matter in the employee's individual capacity as a private citizen.

PERSONNEL RECORDS OF EMPLOYEES

POLICY

Personal records are the official personnel records of the City and are, therefore, important to all employees. It is the responsibility of each employee to check annually to ensure that the data listed below is correct and reflects current information about the employee. It is the employee's responsibility to see that the following items are kept current at all times:

- a. Correct home address and telephone number;
- b. Changes in dependents (for withholding tax purposes);
- c. Person to contact in case of emergency;
- d. Beneficiary changes (group life insurance and pension); and
- e. Legal change in name.

PROHIBITION AGAINST REQUESTING OR ACCEPTING GIFTS

POLICY

1. City employees may not solicit or accept gifts from any person or company that has a direct financial interest in a decision that the City Council is authorized to make. Gifts may not be accepted from consultants, vendors, job applicants, local businesses, or others that have a financial interest in the decision the City Council may make.
2. The only exceptions to the ban on gifts are:
 - services of insignificant monetary value;
 - a plaque or similar memento recognizing individual services in a field of specialty or a charitable cause;
 - a trinket or memento with a value of \$5 or less;
 - informational material of unexceptional value;
 - food or beverage given at a reception, meal, or meeting away from the employee's place of work by an organization before whom the employee appears to make a speech or answer questions as part of a program;
 - gifts given because of the employee's membership in a group, a majority of whose members are not local officials, and an equivalent gift is given to the other members of the group; or
 - gifts given by a person who is a member of the employee's family unless the gift is given on behalf of the City to someone who is not a member of the family.
3. All employees who are "appointed officials" must also comply with Minn. Stat. § 471.895.

HOURS OF WORK

In order to adequately provide City services and to provide the basis for employee compensation, the City must assure the availability of personnel and specify the number of hours and days the City Council expects employees to be at their jobs.

POLICY

1. Forty (40) hours of actual attendance on duty will constitute the regular work week.
2. Except as otherwise provided, the regular work day will begin at 8:00 a.m. and end at 4:30 p.m., with one-half (1/2) hour unpaid period therein constituting a lunch period. Two 15-minute breaks are also awarded per full workday. The regular work week will consist of five (5) consecutive eight (8) hour work days, Monday through Friday, or an equivalent number of hours pursuant to a work schedule arranged with the supervisor and approved by the City Administrator.
3. The City Administrator may establish the scheduled hours of work for employees. Such hours cannot be less than the minimum hours described in this policy, but may vary for shift requirements and other times deemed necessary to properly provide City services beyond regular business hours.
4. Flex-time schedules may be established only with the approval of the City Administrator. Each employee must adhere to a schedule which has been established by taking into consideration the work load and necessary services provided by the City.
5. All overtime must be approved by the appropriate supervisor.

WORK TIME REQUIREMENT AND REPORTING

POLICY

1. Employees are required to fill out weekly time reports.
2. If an employee is late for work, the employee will report to their supervisor the reason for the late arrival. If possible, the employee will contact the supervisor ahead of time and inform the supervisor that the employee will be late and the time the employee expects to arrive. The supervisor may deduct the lost time from the time report when there is insufficient reason for the late arrival or there is repeated lateness. Repeated late arrivals will result in written reprimand, suspension or termination.

3. Employees are expected to be at their work areas at the start of their work day, and promptly return to their work areas at the conclusion of their lunch break and coffee breaks.

PAY PERIOD

POLICY

1. Payday for all employees will be ~~bi-weekly~~. Employees will receive pay on ~~a bi-weekly basis~~.
2. Time cards for the prior week must be completed and submitted to the Administrator or designee by noon on Monday for the preceding workweek.
3. All employees are encouraged to have their paycheck automatically deposited in their checking or savings account on payday. You don't have to change your present banking relationship to take advantage of this service.

Deleted: semi-monthly

Deleted: the 15th and on the last day of each month

Deleted: In the event that either day falls on a weekend or holiday, paychecks will be distributed or deposited on the day preceding the weekend or holiday....

OVERTIME PAYMENT

POLICY

1. Authorized overtime work performed by non-exempt employees will be compensated at one and one-half (1-1/2) times the regular rate of pay.
2. Supervisors are responsible to schedule work so as to minimize overtime payment. When authorized by the appropriate supervisor or designee, overtime payment will be made.
3. Full-time and part-time non-exempt employees will receive one and one-half (1-1/2) times their normal hourly rate for all overtime in excess of 40 hours in any regular work week.
4. Temporary full-time and part-time non-exempt employees will receive one and one-half (1-1/2) times their regular hourly rate for all approved overtime in excess of 40 hours in any regular work week.
5. Full-time non-exempt employees called out for special duty on a regularly scheduled holiday will be compensated at one and one-half (1-1/2) times their regular hourly rate of pay in addition to their holiday pay.

6. Incidental time will be excluded from overtime consideration. Incidental overtime will mean overtime worked at the beginning or end of any non-exempt employee's shift in an amount not to exceed 15 minutes at either end of the work day.
7. For payroll purposes, overtime will be rounded off to the nearest one-quarter (1/4) of an hour.
8. At the discretion of the supervisor, a non-exempt employee may receive compensatory time off in lieu of overtime at a rate not less than one and one-half (1-1/2) hour for each hour of employment for which overtime compensation is required.

COMPENSATORY TIME

POLICY

1. Exempt employees, as designated by the City under the Fair Labor Standards Act, are not eligible for overtime compensation.
2. Employees holding positions not designated by the City as exempt will be considered non-exempt employees who are subject to the provisions of the Fair Labor Standards Act. Such non-exempt employees will be eligible for overtime compensation in accordance with the Act, subject to the following conditions:
 - a. Overtime to be accumulated as compensatory time must be approved in advance by the supervisor.
 - b. Compensatory time off must be claimed on a form provided by the City, and the request must be made to the employee's supervisor.

EMPLOYMENT BENEFITS

POLICY

Employee benefits mentioned in this section apply only to those employees hired for full-time positions and specifically exclude, contract, casual, part-time, temporary, or volunteer employees, except when such groups are expressly included by the provisions of this policy. Employees who are hired for positions requiring less than full time may be granted certain employee benefits enumerated in this policy as determined by the City Council and as may be required by law.

TUITION REIMBURSEMENT PROGRAM

POLICY

1. Eligibility:
 - a) Upon successful completion of the probationary period, a full-time or permanent part-time employee will be eligible to apply for reimbursement for job-related educational course work.
 - b) Participation in this program is voluntary. All course work will be completed outside normal working hours.
2. In order to be eligible for tuition reimbursement, all requests for course work or a degree program must receive approval from the City Administrator or designee prior to taking the course and are subject to budget appropriations.
3. Reimbursement:
 - a) All full-time employees shall be eligible for reimbursement for tuition, required books as listed on the course syllabus and institutional fees associated with post-high school level courses or programs which are work-related or part of a formal degree or certification program at institutions which are certified by the State Education Association.
 - b) The City will reimburse 100% of the expenses associated with course work which is work related and 75% of the expenses associated with the course work which is not work related but is required for the completion of a degree.
 - c) The maximum reimbursement is \$2000 per calendar year for full-time employees, with that amount pro-rated for part-time employees based upon the number of hours designated for the position compared to full-time hours.
 - d) The course must be successfully completed to be reimbursed, and the employee must re-pay this benefit if they leave the City's employ within one year of course completion.
 - a. One of the following constitutes successful completion of the course:
 - i. Letter grade of "B" or better.
 - ii. Pass in a pass/no pass system
 - iii. Certificate from the instructor indicating satisfactory completion of the course if grades are not issued.

EMPLOYEE INSURANCE

POLICY

Insurance benefits will be available to full-time employees and their immediate families. The City will contribute toward these health premiums in an amount determined by the City Council. Basic long-term disability and life insurance in an amount determined by the City Council will be at no cost to the full-time employee.

1. COBRA. The Minnesota Continuation Law and the Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") permit an employee to continue, at the employee's expense, coverage under the City's insurance plan(s) at the time of an unpaid leave, resignation, termination, or retirement if the employee does not have the same type of coverage under another employer group plan and is not entitled to Medicare.
2. Continuation Period. The length of continuation depends on the Qualifying Event that applies to the employee's loss of coverage:
 - a. 18 months, if the employee is presently a City employee and the employee's coverage would stop because the employee's employment is terminated or the employee's work hours are reduced below the qualifying level for coverage (this period may be extended to 36 months if another qualifying event, listed below, occurs during the original 18-month period--an employee must notify the City Administrator or designee within 60 days of a second qualifying event); or
 - b. 36 months, if an individual is not an employee but is:
 - i. A separated or divorced spouse or child of a City employee;
 - ii. A surviving spouse or child of a deceased City employee;
 - iii. A child of a City employee, and is no longer an eligible dependent as defined in City insurance plan; or
 - iv. A dependent that loses dependent coverage when the City employee becomes enrolled in Medicare benefits.
3. Termination of Continuation Coverage.
 - a. An employee's right to continuation coverage will cease immediately if the employee fails to pay the required premium due.
 - b. Plan eligibility ceases if:
 - i. An employee becomes covered under another group plan as a result of employment, re-employment, marriage, or remarriage; or

- ii. An employee, an employee's spouse, or an employee's dependent children become enrolled in Medicare, in which case coverage ceases for each individual so covered; or
- iii. All City insurance plans under this policy are terminated.

CHANGES IN COVERAGE

POLICY

1. The employee is responsible for notifying the City of any changes that the employee wishes to make in the employee's insurance coverage or retirement plan, such as:
 - a. Change of address or phone;
 - b. Change of name;
 - c. Change of beneficiary; and
 - d. Change in type of coverage.
2. It is very important that the City be notified immediately as these changes occur. Contact the Finance Director for the necessary forms to make these changes.

WORKERS' COMPENSATION

POLICY

1. In accordance with the laws of the State of Minnesota, the City provides coverage for medical expenses in the event of work related injury or disease, plus partial salary continuation in the event of disability, and additional benefits if the injury or disease causes partial or regular disability or death.
2. Employees are automatically covered under the workers' compensation plan as soon as employment begins. To be eligible for workers' compensation, the injury or disease must arise out of, and occur during, the course of employment.
3. The City pays the entire cost of this protection. Benefits paid depend entirely on the benefit schedule set up by the State of Minnesota and applicable at the time the work related injury or disease is incurred.

4. It is the injured employee's responsibility to immediately report any work related injury or disease to the employee's supervisor as soon as possible after the injury occurs or the disease is diagnosed.
5. The immediate supervisor is responsible to see that the First Report of Injury is filed with the City within 48 hours following the injury. This report is prepared by the supervisor during an interview (if possible) with the injured employee.
6. If an employee has a work-related injury or disease and is under a doctor's care, that employee cannot change doctors for treatment of this work-related injury or disease without first contacting the City's workers' compensation company and obtaining approval to make this change.

REQUEST FOR LEAVE

POLICY

1. An employee is required to fill out a Request for Leave form for any time absent from regularly scheduled work time. Request for Leave forms are required for:
 - a. Bereavement Leave
 - b. General Leave
 - c. Injury on Duty Leave
 - d. Jury Duty
 - e. Medical Leave
 - f. Military Leave
 - g. Earned Sick and Safe Leave
 - h. Vacation Leave
 - i. Comp. Time
 - j. Parenting Leave
 - k. School Conference and Activities Leave
 - l. Family and Medical Leave Act Leave

2. The employee must also complete the weekly time sheets in a manner that will reflect any time off, using the categories as indicated above.

BEREAVEMENT LEAVE

POLICY

1. Employees shall be allowed up to three (3) working days, with pay, as bereavement leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family is defined as the employee's parents, spouse, domestic partner, children, siblings, grandchild or grandparents, the spouse's parents, or a ward of the employee's household.
2. Employees shall be allowed up to one (1) working day, with pay, for the death of the spouse's grandparent or sibling, or the employee's son-in-law or daughter-in-law.
3. This leave will not be deducted from accrued sick or vacation leave.
4. Deviations from this policy may be approved by the City Administrator.

GENERAL LEAVE

POLICY

1. Employees may apply for an unpaid leave of absence for personal or emergency reasons. The granting of such leave will be at the sole discretion of the City Administrator and will not be granted for a period exceeding one hundred eighty (180) days in duration.
2. For efficiency in the conduct of City business, it is essential that the granting of such requests for leave be kept to a minimum. The City Administrator will consider:
 - a. Work load, taking into consideration the good of the services provided by the City;
 - b. Reason for leave; and
 - c. Length of service with the City.
3. Such leave may be granted by the employer for extended illness of the employee's family, civic activities or other reasons deemed appropriate by the employer.

4. Request for leave must be made in writing on a Request for Leave form with full explanation and, if possible, submitted to the appropriate supervisor fourteen (14) days in advance of the leave date.
5. An employee on unpaid leave under this policy will be entitled to retain the employee's accrued leave and other benefits. The accrued leave and other benefits will be determined by the City as of the date the leave commences and may be used upon the employee's return. The employee will accrue no leave or other benefits for the period of time the employee is on leave.
6. An employee on an unpaid leave of absence may continue to participate in City insurance programs if such participation is permitted under the City's insurance policies. Such participation would be conditioned on the employee paying the entire premium for any insurance coverage the employee wishes to retain. Payment of the premium will be required effective as of the date the leave commences.
7. Service time will not accumulate during a general leave of absence of longer duration than one week.
8. Unauthorized absence from work by an employee for a period of three (3) working days will be considered by the City as a resignation without benefits.

HOLIDAYS

POLICY

1. The following days are observed as paid holidays:
New Year's Day, January 1
Martin Luther King Jr. Day, the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, first Monday in September
Veteran's Day, November 11
Thanksgiving Day, the fourth Thursday in November
The day following Thanksgiving Day
Christmas Eve, December 24
Christmas Day, December 25
Floating Holiday, to be used at employee's discretion (must be used before the end of each year).

Whenever one of the above holidays falls on a Saturday, the preceding Friday will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following Monday will be observed as a holiday.

If December 25 falls on a Saturday, the December 24 and 25 holidays will be observed on Thursday, December 23 and Friday, December 24. If the December 24 holiday falls on a Sunday, the December 24 and 25 holidays will be observed on Monday, December 25 and Tuesday, December 26.

2. Non-exempt employees who are required to be on duty on any holiday, or who agree to be on duty on any holiday, will be compensated at one and one-half (1-1/2) times their regular rate of pay. This pay shall be in addition to their holiday pay. For hours worked in excess of their work schedule day they shall be paid at double their hourly rate of pay.

INJURY ON DUTY LEAVE

POLICY

1. When any employee of the City suffers an injury on the job, a report of such accident must be made immediately by the employee's supervisor. This report must be made on the standard form supplied by the City's worker's compensation carrier, plus the supplementary form supplied by the Employee Safety and Health Committee. These forms must be completed and returned to Administration within 48 hours following the injury.
2. Injury leave will be granted to all employees who are injured or contract an occupational disease while in the actual performance of their assigned job, and are eligible because of the injury or illness for worker's compensation insurance coverage.
3. Injury on duty leave will be earned at the rate of one eight (8) hour day per month of full-time employment up to a maximum of 180 eight (8) hour days.
4. During such injury leave the City will pay such employee either as direct payment from injury on duty leave accrued, worker's compensation insurance benefits, or both. The total amount paid will not exceed the full pay which the employee would have received for such period. Employees receiving workers' compensation payments may be granted injury on duty leave pay for the amount of the difference between the employee's workers' compensation payment and the employee's salary, to the extent that injury on duty leave is accrued. To clarify the record keeping of injury on duty leave used during the injury on duty leave, the injured employee will immediately contact Administration upon receipt of a workers' compensation check.

5. A day is defined as the combination of workers' compensation insurance and injury on duty pay sufficient to pay the employee gross pay equal to the pay the employee would receive for a scheduled work day.
6. For each day of injury time used one work day will be deducted from the employee's accumulated injury on duty leave.
7. An employee on injury time leave must keep the employee's supervisor informed of the employee's status on an established regular basis.
8. If injury leave extends beyond the employee's accrued injury time leave, the employee may use sick leave and vacation leave after the injury or duty leave is exhausted.
9. Employees using earned injury on duty leave will be considered to be working for the purpose of accumulating vacation or sick leave.
10. A full-time employee on injury leave will retain and continue to earn length of service time for the duration of the leave.
11. The City may request periodically a certificate from the employee's physician indicating sufficient disability to preclude the employee from performance of the employee's duties.
12. Before returning to work from injury leave, an employee must submit a letter from the employee's physician certifying the employee is fit and capable of performing the job the employee held before injury occurred.

COURT DUTY

POLICY

1. Regular employees subpoenaed as witnesses or called for jury duty shall be granted leave of absence for the time necessary to complete those duties.
2. All fees received as a juror, except mileage fees for the use of the employee's private vehicle, food or lodging, shall be paid to the City.
3. The employee will receive all pay and other benefits that would have accrued had the employee been performing services for the employer during the period of absence for jury duty, less all per diem allowances and any other compensation received for such duty.

4. Employees excused or released from jury duty during their regular working hours must report to their supervisor immediately thereafter.

MILITARY LEAVE

POLICY

1. Active Duty Leave

- a. State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.
- b. The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the 15 day paid leave of absence. Employees on extended unpaid military leave will receive 15 days paid leave of absence in each calendar year, not to exceed five (5) years.
- c. Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her 15 days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.
- d. Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.
- e. Eligibility for continuation of insurance coverage for employees on military leave beyond 15 days will follow the same procedures as for any employee on an unpaid leave of absence.

2. Military Ceremonies

- a. Unless the leave would unduly disrupt the operation of the City, the City shall

grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The leave time shall be limited to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.

- b. For purposes of this section, an "immediate family member" means the employee's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, domestic partner, fiancé, or fiancée.
- c. To request leave for a military ceremony, an employee must submit a Request for Leave form and the actual time required for attendance at the ceremony. Whenever possible, an employee is required to give as much notice as possible of the pending need for a leave of absence.

3. Death or Injury of Family Member in Military

- a. The City shall grant up to ten (10) working days of leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.
- b. For purposes of this section, as "immediate family member" means the employee's parent, child, grandparents, siblings, or spouse, domestic partner, fiancé, or fiancée.
- c. An employee must give as much notice to the City as practicable of the employee's intent to exercise leave under this section.

EARNED SICK AND SAFE LEAVE

POLICY

- 1. "Earned Sick and Safe Leave" is paid time off earned at one hour of Earned Sick and Safe for every 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to all employees (including temporary and part-time employees) performing work for at least 80 hours in a calendar year for the city.
- 2. The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system (*fifteen minutes*) for the following circumstances:

a. An employee's own:

- Mental or physical illness, injury or other health condition
- Need for medical diagnosis, care or treatment, of a mental or physical illness
- injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
 - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
 - Obtain services from a victim services organization
 - Obtain psychological or other counseling
 - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
 - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

b. Care of a family member with mental or physical illness, injury or other health condition:

- Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
- Who needs preventative medical or health care
- Whose school or place of care has been closed due to weather or other public emergency
- When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a communicable disease, whether or not the family member has actually contracted the communicable disease

c. Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:

- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
- Obtain services from a victim services organization
- Obtain psychological or other counseling
- Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
- Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

3. For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

4. Advance Notice for use of Earned Sick and Safe Leave. If the need for sick and safe leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or

stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

5. Carry Over of Earned Sick and Safe Leave. Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.
6. Retaliation prohibited. The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.
7. Benefits and return to work protections.

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

8. Upon separation from the City or retirement of an employee who is in good standing, a cash payment of 50% of the employee's total accrued sick leave up to a maximum of 960 total accrued sick leave hours at the employee's hourly compensation rate will be made. Employees with 10 years or more of service, the total accrued sick leave would be capped at 1,260 hours.

PREGNANCY AND PARENTING

1. All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.
2. Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave.
3. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.
4. Effective July 1, 2023, the city will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.
5. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

DONATED MEDICAL LEAVE POLICY

With the expressed written approval of the City Administrator, City employees having accrued sick or vacation leave will be allowed to donate a portion of such accrued sick or vacation leave to fellow employees experiencing a major life-threatening disease or condition suffered by the employee, their spouse, or minor children. A major life-threatening disease or condition shall include, but not necessarily be limited to heart attack, stroke, organ transplant, or life threatening illness or condition as defined by a physician's diagnosis. The City Administrator has final discretion over all decisions regarding donated medical leave.

A donation of sick or vacation leave from one employee to another shall be subject to the following terms and conditions:

- a. An employee is only eligible to receive donated medical leave for time loss from work due to a major life threatening disease or condition as described above, equal to the number of hours of time, compensated by sick leave, vacation leave, or compensatory time, which the employee would lose from his or her job due to the major life threatening disease or condition.
- b. An employee will be eligible to receive donated medical leave only after the employee's accrued sick leave, compensatory time, and vacation have been used by the employee.
- c. No employee will be allowed to receive more than 20 days of donated medical leave for any single major life threatening disease or condition without the additional express approval of the City Administrator.
- d. An employee may donate no more than 40 hours per calendar year to a single fellow employee. This shall not be construed to prohibit donating 40 hours each per year to additional fellow employees.
- e. A written request to donate medical leave must be made to the City Administrator.
- f. The City Administrator shall have the right to deny use of donated medical leave or limit its use as shall be determined necessary and in the best interest of the City.

FAMILY AND MEDICAL LEAVE

POLICY

1. Family and Medical leave ("FMLA leave") provides up to 12 weeks of unpaid leave to eligible employees for certain family and medical reasons. Employees are eligible if they have been employed for a minimum of 12 months, and have worked at least 1,040 hours over those 12 months.
2. An employee may take a maximum of 12 work weeks of FMLA leave in a rolling 12 month period.
3. FMLA leave may be granted for any of the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
 - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - c. For a serious health condition that makes the employee unable to perform the employee's job.
4. The employee must give the City at least 30 days advance notice. In unexpected or unforeseeable situations, the employee should give as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" written notice.

For leaves taken because of the employee's or a covered family member's serious health condition, the City may require that a "Physician or Practitioner Certification" form be completed. In addition, the City may require periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

Where employee leave qualifies for FMLA leave, the City may designate the leave as FMLA leave by providing notice to the employee of the designation within two business days of the time the employee gives notice of the need for the leave or as soon as the City has sufficient information to determine that the leave qualifies for FMLA leave.

5. A serious health condition is an illness or injury that involves:
- a. An overnight stay in a hospital, hospice, or residential medical care facility;
 - b. Any period of incapacity that involves continuing treatment or supervision by a health care provider and that requires absence from work, school, or other regular daily activities for more than three (3) days;
 - c. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) days;
 - d. Any period of incapacity due to pregnancy, or for prenatal care, or prior to an adoption to help complete the adoption process;
 - e. Any period of absence to receive multiple treatments by a health care provider; or

f. Substance abuse may qualify as a serious health condition if one of the above clauses is satisfied. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence caused by substance use is not covered by this policy.

6. Accrued vacation, compensatory time, or sick leave may be used while on FMLA leave as long as the provisions within those written policies apply.
7. Employees are required to use employee's FMLA leave when employee must miss work due to an injury obtained while on duty unless employee is using sick leave or vacation leave. The FMLA leave and the injury on duty leave shall run concurrently.

The employee shall report the injury as provided in the Injury on Duty Leave and provide adequate information to establish the basis for the leave. The City shall provide employee written notification within five (5) working days specifying that any absence will be counted against the employee's remaining FMLA time and that the FMLA leave shall run concurrently with the injury on duty leave.

8. The employee will not accrue benefits such as sick leave or vacation while on unpaid FMLA leave.
9. Leave may be taken intermittently or on a reduced schedule when it is medically necessary. If an employee requests intermittent leave or leave on a reduced schedule that is foreseeable due to medical treatment, the employee may be temporarily transferred to another position if the position has equivalent pay and benefits and better accommodates the recurring periods of leave. Any such transfer is subject to a collective bargaining agreement.
10. Eligibility for leave after birth, placement for adoption or foster care, expires 12 months after the birth, placement or adoption. If the child must remain in the hospital longer than the mother, the leave may in the alternative begin at any time up to six (6) weeks after the child leaves the hospital.
11. The employee may choose to continue existing health care benefits and life insurance while on FMLA leave. The City will continue to pay the same portion of the cost of the coverage as it did prior to the leave.

Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage.

12. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, during FMLA leave, the City experiences a layoff and an employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system, including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the FMLA leave.

REASONABLE WORK TIME FOR NURSING MOTHERS

POLICY

1. Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk. The city will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.
2. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

BONE MARROW OR ORGAN DONATION LEAVE

POLICY

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned..

To request organ donation leave, an employee must submit a Request for Leave form. Whenever possible, an employee is required to give as much notice as possible of the pending need for a leave of absence.

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of

absence granted to the employee prior to that medical determination is not forfeited. Effective July 1, 2023, an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

SCHOOL CONFERENCE AND ACTIVITIES LEAVE

POLICY

1. Any employee will be granted up to a total of 16 hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours.
2. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

VACATION LEAVE

POLICY

1. The vacation schedule for full-time employees is as follows:

From the beginning of employment through the fourth year of continuous employment	12 days of vacation per year
After the employee's fifth anniversary through the ninth year of continuous employment	15 days of vacation per year
After the employee's tenth anniversary of continuous employment	16 days of vacation per year
After the employee's eleventh anniversary of continuous employment	17 days of vacation per year
After the employee's twelfth anniversary of continuous employment	18 days of vacation per year
After the employee's thirteenth anniversary of continuous employment	19 days of vacation per year
After the employee's fourteenth	20 days of vacation per year

anniversary of continuous employment	
--------------------------------------	--

2. Vacation accrues by pay period and may be used only when accrued.
3. Request for vacation leave must be initiated on Request for Leave submitted to the supervisor and/or the City Administrator, as appropriate. Exceptions to this policy are granted on a very limited basis, taking into consideration the good of the service provided by the City.
4. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given the choice of vacation period if the employee's request is made 30 days prior to the vacation time desired. When requests are made less than 30 days prior to the vacation time desired, vacation will be granted on a first-come, first-served basis.
5. Employees may accumulate up to a maximum of twice their annual vacation leave.
6. Employees must use at least one week of vacation leave per calendar year unless another vacation plan is approved by the City Administrator before the end of the calendar year.
7. Employees using earned vacation leave will be considered to be working for the purpose of accumulating vacation or sick leave.
8. Employees leaving the City employment in good standing, after giving proper notice of such termination of employment, will be compensated for vacation leave accrued up to the maximum amount permitted and unused to the date of separation. An employee who leaves employment will be given prorated vacation pay for that part of the year worked. If the employee desires, he/she may designate any/all of accrued vacation and sick leave to a qualified deferred compensation plan.

VOTING LEAVE

POLICY

1. An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty days written notice, including

a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.

2. The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.
3. All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. Effective July 1, 2023, employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.
4. An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention. Per the statutory requirement, the employee must give at least ten days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation leave during their absence.

CONTINUATION OF GROUP HOSPITAL, MEDICAL, AND DENTAL INSURANCE

POLICY

1. This policy applies to all City employees who retire on or after January 1, 1993, who participated in the City's group hospital, medical, and dental insurance program and who met the requirements necessary to receive a disability benefit

or an annuity from a Minnesota public pension plan other than a volunteer fire fighter plan.

2. Minnesota law, Minn. Stat. Chapter 43A, provides that upon retirement, an eligible City employee and his or her covered dependents can participate in the group health/dental insurance program at the same premium rate as active employees until age 65.
3. Retirees who have continuously participated in the group insurance program since leaving employment and retirees who are currently continuing coverage through COBRA can participate at the same premium rate as active employees until age 65.
4. Coverages and levels of benefits provided to retirees under age 65 and their dependents must be identical to that provided for active employees and their dependents.
5. Retirees age 65 and over may stay in the group *indefinitely*, but premium rates do not have to be pooled with the active employee rates and retiree coverage does not have to be identical to active coverage.
6. The retiree must pay the entire premium.
7. Dependent coverage can only be continued after retirement if the employee carried dependent coverage prior to retirement. Employees are not required to continue dependent coverage after retirement.

PARENTAL LEAVE

POLICY

The City provides its employees with two (2) weeks (maximum of eighty (80) hours) of paid parental leave concurrent with FMLA leave under the following conditions:

If the employee becomes a biological or adoptive parent after working for the City for the preceding six (6) consecutive months for twenty (20) hours per week or more, the City will provide:

1. **Week One:** Five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule, provided that the leave shall be taken within twelve (12) calendar weeks of the birth or placement of the child.

2. **Week Two:** After the employee has used **Week One** of the City's paid parental leave for the birth or placement of a child, the employee may utilize five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule.

LIGHT DUTY/MODIFIED DUTY ASSIGNMENT

POLICY

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the city administrator on a case-by-case basis. This policy does not guarantee assignment to light duty. Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the city administrator. The city administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability.

The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the city administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The city will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

REASONABLE ACCOMMODATIONS TO AN EMPLOYEE FOR HEALTH CONDITIONS RELATING TO PREGNANCY

POLICY

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

ACKNOWLEDGMENT OF AMENDMENTS TO PERSONNEL POLICIES

I acknowledge that I have received and reviewed the personnel policy entitled "Falcon Heights Personnel Policy" dated December 13, 2023. I acknowledge that is my responsibility to read and understand this policy, and I agree to comply with it.

Date: _____

Employee signature: _____

APPENDIX
CITY OF FALCON HEIGHTS
Leave Action Form

Name:

Date Submitted:

Action:

Vacation
Sick Leave
Compensatory Time
Leave w/o pay
Other (note reason)

Date(s) of leave:

Total hours on leave:

Reason for leave:

Employee signature: _____
Date

Supervisor's signature: _____
Date

City Administrator's approval: _____
Date

Accountant recorded: (initials) _____
Date

Final copy to: Employee (original)
Accountant (copy)

REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name _____ Date of Request _____

Department _____ Position Title _____

Hire Date _____

I request a Family/Medical Leave for the following reason (check one):

- _____ A. The birth of a child in order to care for such child or the placement of a child for adoption or foster care.
- _____ B. In order to care for an immediate family member if such family member has a serious health condition. Circle one: CHILD - SPOUSE - PARENT. (Must submit "Physician or Practitioner Certification" within 15 days).
- _____ C. Employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

METHOD OF LEAVE REQUESTED

- _____ A. Consecutive Leave
- _____ B. Intermittent or Reduced Leave Schedule (specify schedule below):

Date Leave is to Begin _____ Expected Duration of Leave _____

If the duration of my family/medical leave (total of paid and unpaid time) does not exceed 12 weeks, I will be returned to my same or equivalent position. I understand that if my family/medical leave should exceed 12 weeks I will be returned to my same or similar position, only if available, in accordance with applicable laws. If my same or similar position is not available, I understand that I may be terminated.

Employee Signature Date

Supervisor Signature of Approval/Date

**CERTIFICATION OF RECEIPT
OF
FALCON HEIGHTS POLICY ON DRUG, ALCOHOL, AND CANNABIS TESTING**

I hereby acknowledge receipt of the City of Falcon Heights' Personnel Policy concerning Drug, Alcohol, and Cannabis Testing. I have read the Policy and have been able to ask my supervisor questions about any part of the Policy I do not understand.

EMPLOYEE:

DATED:_____

Signature

Print
Name:_____

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Meeting Date	December 23,2024
Agenda Item	Consent G11
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Mileage reimbursement rate for 2025
Description	The business mileage reimbursement rate allowed by the IRS is 70.0 cents per mile effective January 1, 2025 through December 31, 2025. This is a three cent per mile increase in the mileage rate allowed by the IRS in 2024. Staff recommends approval of the mileage rate reimbursement when city staff use their personal autos for city business. The IRS announced this rate increase as a method of combatting inflation and higher gasoline costs.
Budget Impact	The mileage reimbursement rate is 70.0 cent per mile effective January 1, 2025.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the IRS approved reimbursement mileage rate of 70.0 cents per mile when employees use their personal vehicles for city business in 2025.

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Meeting Date	December 23, 2024
Agenda Item	Consent G12
Attachment	Polling Place Agreement
Submitted By	Kelly Nelson, Administrative Services Director/Deputy Clerk

Item	Ramsey County - Polling Place Agreement
Description	The City received a request for the use of City Hall as a polling place for the 2025 Election Season. The Election dates for City Hall are listed on the polling place agreement attached.
Budget Impact	N/A
Attachment(s)	Ramsey County Polling Place Agreement
Action(s) Requested	Staff recommends approval of the attached polling place agreement and authorize the City Administrator to sign the agreement.

2025 Polling Place Agreement

Polling Place: FH-1

Falcon Heights City Hall agrees to provide their site to Ramsey County for the following election(s): **Please make note of the Special Election on 2/11/25 for County Commission District 3 Seat.**

Special Election — 02/11/2025

Possibility of August Primary Election— 08/12/2025

If your location will be needed for the Primary, we will notify you by July 1, 2025.

November General Election- 11/4/2025

Notes

- 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 December 31st, 2024.

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 2025? ☐ Yes ☐ No

If yes, specify where and when _____

On-site contact:

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:

Other:

Voting room/location:

Other:

Secure equipment storage location:

Other:

Instructions for delivery personnel: _____

Representative: _____

Signature: _____

Representing: Falcon Heights City Hall

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Meeting Date	December 23, 2024
Agenda Item	Policy H1
Attachment(s)	Memo, Playground Equipment Design and Bid Estimates; Resolution
Submitted By	Jack Linehan, City Administrator

Item	Consideration of Selecting Northland Recreation as the Playground Equipment Supplier for Community Park and Authorizing a Purchase Using a Joint Purchasing Cooperative Not to Exceed \$250,000
Description	WSB released an RFP on behalf of the City and accepted proposals and designs for playground equipment and rubber play area surfacing from qualified playground manufacturing representatives through November 26, 2024. Seven playground vendors that serve Minnesota submitted a total of eleven playground renderings during this time for consideration. The Parks and Recreation Commission then met on December 2, 2024 in order to narrow the designs down to their top three selections and to make note of any requested revisions from the vendor(s) before recommending their top choices to City Council for their review and discussion at the December 4, 2024 Workshop meeting. The Council had no further revisions to recommend and directed Staff to begin discussing the Commission's requested revisions with the vendor of the preferred design, Northland Recreation. Staff has relayed the requested revisions back to the manufacturing representative to solidify the final playground design and those are now attached for Council's consideration. Council is asked to look at the final proposed playground design from Northland Recreation. And, if they are support in it, to authorize the City Administrator to place an order for equipment in order to secure 2024 pricing.
Budget Impact	Funds are budgeted in the 2025 capital budget for the playground upgrade.
Attachment(s)	• Memo from WSB Project Manager Bob Slipka on Process

	• Northland Recreation's proposed playground renderings for Community Park (full proposal will be available before/at 12.23.24 City Council meeting) • Northland Recreation's proposed cost estimates • Resolution 24-74
Action(s) Requested	Staff recommends that City Council accept the project bid from Northland Recreation not to exceed \$250,000 for playground equipment and installation at Community Park, and authorize the City Administrator to execute the necessary purchase agreements using joint purchasing agreements.

Memorandum

To: Jack Linehan

From: Bob Slipka

Date: December 13, 2024

Re: Play Vendor Quote Process Summary
WSB Project No. 023655

On behalf of the City of Falcon Heights, WSB prepared a play equipment vendor quote package for new playground equipment at Community Park. This was emailed directly to seven local play equipment suppliers/sales reps on October 31, 2024 seeking their design proposal. This included client information, project overview, design requests and project budget. The vendor quote package included a not-to-exceed budget of \$225,000 for new equipment, delivery and installation including engineered wood fiber surfacing. This work will be coordinated with the larger park improvement project. A copy of the quote package is attached for reference.

The due date for this quote process was November 26, 2024. We received a total of nine design submissions from seven vendors (two vendors provided two separate design submissions). WSB reviewed the proposals for accuracy and forwarded them to City of Falcon Heights for their review. Reviews were conducted by City of Falcon Heights with the preferred concept submitted by Northland Recreation (local rep. for Little Tikes Play Equipment).

Following selection of the Northland Recreation submittal, minor revisions were made to finalize the preferred equipment selection. As part of the quote package, it was noted that vendors would be required to finalize their agreement with the City of Falcon Heights through a state purchasing agreement. Through this state approved procurement process, municipalities can directly purchase equipment through an approved vendor and be within compliance of state bidding requirements. As a municipality, through a state purchasing agreement you are able to avoid sales tax on purchase and delivery of equipment providing additional savings that would otherwise not be available in an open bid process.

Following approval of this quote submission, Northland Recreation will coordinate a state purchasing agreement to the City of Falcon Heights to execute the agreement. Northland Recreation will be required to coordinate with the General Contractor of the larger park improvement project on installation of equipment once the new container is ready equipment installation.

WSB has reviewed the initial proposal provided by Northland Recreation. Their quote includes pricing for purchase, delivery and installation within the budget limits provided. They also include an additional cost for rubber poured-in-place surfacing should this be of interest and DNR grant is received. It is our recommendation to approve this proposal, with revisions requested by city staff, and finalize a contract agreement between Northland Recreation and City of Falcon Heights.

**City of Falcon Heights
Parks & Recreation Department
2050 Roselawn Avenue West
Falcon Heights, MN 55113**

NOTICE OF REQUEST FOR QUOTE

Falcon Heights Park Playground Equipment
City of Falcon Heights, MN

On behalf of the City of Falcon Heights, this notice is hereby given that quotes will be considered by the City of Falcon Heights for furnishing and installing playground equipment and rubber play area surfacing for Falcon Heights Park until 11:00 a.m. local time on November 26, 2024. All quotes must be emailed to rslipka@wsbeng.com by the deadline date established.

All quotes must be clearly marked "Falcon Heights Park Playground Equipment Quote".

The play equipment provider will be under direct contract with the OWNER for furnishing and installing all play equipment and associated rubber play area surfacing.

Notice of Request for Quote

A. REQUEST FOR QUOTE

- 1) The OWNER is inviting quotes for furnishing playground equipment and associated surfacing to be furnished and installed at Falcon Heights Park.

B. INSTRUCTIONS FOR QUOTE

- 1) Those interested in submitting a proposal are encouraged to provide their contact information to the project contacts listed below. This will allow all interested parties to receive addenda or changes to the RFP. Individuals who do not submit contact information to the Contacts shall be solely responsible for independently verifying if any addenda or other changes have been issued for this RFP by contacting the Contacts in writing prior to the submission deadline.

- 2) **Project Contacts:** Proposals should include all plan drawings, renderings and estimates and shall be submitted in digital format to the following Project Contacts by the deadline provided.

Robert Slipka, WSB
rslipka@wsbeng.com
651.201.5949

- 3) All questions or requests for clarification concerning this RFP should be submitted in writing to the Project Contacts listed above. The City shall not be responsible for the delay in the transmission of any request for clarification or other communication. The City will make all questions and answers available to all interested parties.
- 4) The City is not responsible for any expenses or costs incurred by the proposers in connection with this RFP process and submitting a proposal. This includes, but is not limited to, costs associated with preparing the proposal and the playground design and in participating in any site visits.
- 5) Respondent's taking exception to any part or section of this RFP shall indicate such exception on a separate page of their bid / design proposal. Failure to indicate any exceptions shall be interpreted as the respondent's intent to fully comply with all requirements as written. A detailed explanation and reasoning must be made for each item for which exception is taken in order for consideration to be given to the respondent.

C. PROPOSAL OUTLINE REQUIREMENTS

All proposals should include the following:

- 1) All proposals shall clearly define the proposer's contact information including an email address, mailing address and telephone number.
- 2) Executive summary of the bid with a line-item breakdown indicating unit prices.
- 3) Scaled plan drawings in electronic format (JPG, PDF, or TIFF) accurately illustrating proposed equipment, safety zones and access points to equipment within the container(s) and identification of locations for tiles at slide exits, beneath swings and at access/transfer stations. Selected vendor will be required to provide AutoCAD file of equipment and layout.
- 4) **Note that poured-in-place and perimeter picket fence are planned around entire container, play vendor should show this in their renderings and take into account as part of their design and layout. Both are pending funding via a MnDNR Outdoor Recreation Grant Application.**

- 5) Detailed listing of all play elements and major components identifying age group and ADA to non-ADA components.
- 6) Documentation confirming all products identified in the bid conform to all applicable ASTM guidelines and requirements.
- 7) All surfacing materials must meet current CPSC guidelines, ASTM F1951, ASTM F1292, ASTM F3351, and ASTM F3313 standards.
- 8) The playground design shall meet current ADA guidelines for accessibility and accessible events. Proposals shall include a description or table indicating how the proposed play elements meet current ADA guidelines for accessible play features. The inclusion of an independent play piece or identification of play features that provide more all-inclusive play benefits shall be taken into consideration and identified on the submittals.
- 9) Provide documentation identifying any products that currently conform to applicable United States CPSC guidelines.
- 10) Provide documentation identifying which products are currently IPEMA certified.
- 11) Provide a description of warranty and services for all elements.
- 12) All-inclusive price on the bid proposal for purchase and installation of the playground equipment and poured-in-place rubber surfacing, including all freight, delivery, and related charges. This shall include an audit of the playground following completion of the installation for confirmation all equipment is in compliance by a Certified Playground Safety Inspector.
- 13) Include 2-Dimensional design layout (footprint, equipment plan, safety zones) corresponding to their respective quote. 2-D plans shall clearly indicate each piece of play equipment / play event proposed including safety zones that fit within safety zone limits defined in the attached RFQ plan set. Include equipment cut sheets for each play feature/element. Alternate layouts are encouraged, but not required.
- 14) It is encouraged though not required to include 3-Dimensional design layouts.
- 15) Use earth-tone colors (browns, tans, greens, etc...) in all preliminary plan and perspective graphics.
- 16) All play vendor company logos and information must be located on the side or bottom of all plan and perspective graphics (so they can easily be removed for online engagement effort).
- 17) Identify anticipated schedule for delivery with a purchase order date expected no later than late Fall 2024. It is anticipated that the playground container area will be level and ready for equipment by August 1, 2025.
- 18) All equipment upon completion of installation shall be in new condition. It is the responsibility of the proposer to repair or replace any damage done during the installation, either to the equipment, surfacing, or work by others, until the City provides final acceptance to the playground.
- 19) The successful contractor awarded this project shall furnish and assign a manufacturer's parts and equipment warranty and will specify the minimum amount of product liability insurance it carries.
- 20) The successful contractor shall furnish the OWNER with one set of manuals for the park that include the following:
 - a. Complete technical / maintenance information specific to the play equipment installed for this project.

- b. Complete parts information specific to the play equipment installed for this project.
- 21) Supplied Quote Form written in ink or typewritten (all information must be complete).
- 22) Any proposal submitted that does not include the required information, as stated in this Request for Proposals, shall be deemed ineligible.

D. METHOD OF AWARD

- 1) Award will be made by Owner after authorization approval by the Falcon Heights City Council. The OWNER reserves the right to reject any and all quotes, waive any irregularities and award a contract that is in the best interest of the City of Falcon Heights. Once a quote is accepted and awarded, the OWNER reserves the right to work with the selected vendor to further customize and/or enhance the playground equipment and to make necessary adjustments to the size of the playground container/limits.
- 2) Vendor will develop agreement with the OWNER under a state purchasing agreement for purchase, delivery and installation of play equipment. Payment in full shall be made within 30 days following receipt of invoice or payment request by Contractor and final acceptance of the installed unit(s) and according to the City of Falcon Heights claims dates.

E. STATUS OF INDEPENDENT CONTRACTOR

Contractor is, and at all times, shall be an independent Contractor supplying the services herein mentioned. Contractor is not an agent of the City and is not entitled to the benefits provided by the City to its employees. City shall have no responsibility with respect to withholding any taxes or any acquisition of health, unemployment or any other insurance with respect to the Contractor or the Contractor's employees. Contractor specifically warrants and represents that all such items are the Contractor's responsibility as an independent Contractor rendering services herein. The City shall not be responsible for any of the Contractor's supplies or equipment. It is agreed that nothing in this contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the Contractor and the City or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever.

F. SITE INSPECTION

The location for the proposed play structures are at Falcon Heights Park, located at 2050 Roselawn Ave W, Falcon Heights, MN 55113. Currently the City is anticipating a full park redevelopment project with site construction anticipated to begin in Spring 2025 and a site substantial completion date of September 1, 2025. Proposers are encouraged to visit the site to review the existing conditions, however, the site will be fully redeveloped.

Proposers shall satisfy themselves as to the conditions under which they will be obliged to perform the contract, if selected. Furthermore, all proposers must specify in their bid any environmental conditions, space requirements, electrical power or other needs that affect the proposed system installation. It must be understood by the respondent that all systems and equipment must be designed to fit within the general limits of physical areas of the proposed site. By submitting a bid, it is understood by the bidder that all systems, equipment and safety zones must be designed to fit within the safety zone limits and existing concrete curb. The bidder must verify the equipment and safety zones fit within the container prior to installation. Any additional requirements deemed necessary by the vendor must be so noted in their bid.

The playground container as shown is preliminary and may be subject to modifications by the City as the site design is finalized. Any modifications that may affect the playground container will be identified and coordinated with the selected proposer. Any additional requirements deemed necessary by the vendor must be so noted in the proposal submitted.

G. PLAYGROUND DESIGN SPECIFICATIONS

- 1) Play equipment must maintain a minimum 12-inch clearance from all adjacent inside border edges and allow enough space between adjacent safety zones to account for site tolerances. Any deviations from the proposed size and shape of the container must be identified on plan submittals.
- 2) The attached graphics are for illustrative purposes only and the Contractor may obtain digital information for the site from WSB. An AutoCAD file of preliminary design plan has been included.

H. PLAYGROUND EQUIPMENT

1) General

It is the intent of these specifications to purchase new, current production playground equipment meeting or exceeding the specifications herein described.

Budget (not to exceed amount)

The Owner has established a maximum budget as noted below for each specific area which includes delivery and installation of playground equipment, drain tile, and surfacing. The Owner will facilitate, under separate contract, removal and disposal of existing playground equipment, footings, and surfacing. New playground equipment shall include excavation for footings, footings, foundations, removal of waste materials (including excess earthen spoils), delivery, installation, drain tile, P.I.P rubber surfacing, taxes and fees. Damages to any existing features not noted for removal shall be at the PLAY VENDOR'S expense. Quotes exceeding this amount need not be submitted, however alternate quotes are encouraged that allow for maximization of playground features and space. In addition, the OWNER reserves the right to accept or reject quotes regardless of price, if in the best interest of the City of Falcon Heights.

Desired Features

- Play Area: The play area should be innovative, inclusive and multi-generational. Vendor should take this into account on quantity and location of ADA vs non-ADA features.
- **Note that poured-in-place and perimeter picket fence are planned around entire container, play vendor should show this in their renderings and take into account as part of their design and layout. Both are pending funding via a MnDNR Outdoor Recreation Grant Application.**
- For this park, the equipment will need to fit within an allocated space of approximately 7,200 sf. as shown on attached plans. This area is approximate and the final container size will be coordinated by WSB and the selected vendor. Equipment design will be a key factor in the selection of PLAY VENDOR. PLAY VENDOR to establish a design that reflects the results from the survey. Please refer to the attached survey results for play equipment selection.

Play Container

The play equipment will be required to fit within the proposed allocated space. The new play container will be constructed including new perimeter curbing and connection to walks. Final design of play container curb will be coordinated with final play equipment selection and layout. Play container will be sloped at apprx. 1%. Play container will be subcut to minus 12 inches (or depth defined by PLAY VENDOR) from top of play curb by site contractor. Installation of new play curb and connection walk will be completed by site contractor.

Play Container Surfacing

The PLAY VENDOR will be responsible for furnishing and installing certified wood fiber as part of the base bid and as a bid alternate ADA engineered poured-in-place (PIP) rubber surfacing within the play container that shall meet all ASTM requirements for safety and accessible surface requirements to comply with all current ADA requirements for accessibility and accessible events. PIP rubber surfacing to be assumed as a two-color 50/50 blend with one color being black.

Color Selection

The OWNER will select colors for equipment based on standard color choices available from the manufacturer. Quotes shall indicate the standard colors choices that are available.

2) Americans With Disabilities Act (ADA)

There are specific guidelines for the number of accessible play events for each play structure; all plans must conform to these guidelines. When designing a play structure, the number of individual play components used, will be counted as a collection, to determine the minimum required accessible components. In addition, the OWNER encourages designs that accommodate sight and hearing impairments as well as mobility impairments. Please refer to the ADA Accessibility Guidelines for Play Areas (Access Board, 1331 F Street NW – Suite 1000, Washington, DC 20004-1111 <http://www.access-board.gov/> for specific details and guidelines. Bidder must provide documentation and certification that the proposed play equipment design meets or exceeds the minimum ADA requirements along with tables indicating how the play equipment meets the guidelines for accessible events and shall clearly note their recommended location for these items, along with access points, transfer stations, etc.

3) Safety Standards

In the interest of safety, all play structure equipment, and layout (as applicable), at a minimum shall meet or exceed the guidelines set forth by the following regulatory agencies:

- a) IPEMA – proposers shall be members of the International Play Equipment Manufacturers Association and their manufactured product shall be endorsed by this third party certification.
- b) ISO 9001 – this International Organization shall certify Bidders for Standardization. It is used to measure manufacturing standards and to certify company compliance with quality control systems covering design, development, production, installation, inspection and testing.
- c) ASTM F1487-07 – American Society for Testing and Materials Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use will be used to determine if the proposed products and proposed play equipment layout meet and exceed technical standards utilized in manufacturing.
- d) CPSC guidelines for Public Playgrounds and Play Equipment – All proposed products and proposed play equipment layout should meet and exceed the requirements set forth by the Consumer Product Safety Commissions, an independent agency within the United States Federal Government.

- e) TÜV – An international testing and certification organization based in Europe. All products approved by TÜV are considered “safety tested” by an independent third party.¹
- f) CSA – Canadian Standards Association is an independent developer of technical standards utilized in evaluating a multitude of products; especially children’s play equipment.¹

¹= for quotes based on equipment designed and manufactured outside of the United States.

I. CONTRACTOR/INSTALLATION PROCESS SPECIFICATIONS

- 1) Proper assembly and installation of playground equipment are crucial for structural integrity, stability, and overall safety. The contractors who assemble and install playground equipment should not deviate from the manufacturer’s instructions. The PLAY VENDOR shall employ dedicated/manufacture certified installers to install the playground equipment. Upon completion of the installation, contractor will remove all refuse from the site in an orderly fashion including earthen spoils generated from excavations of footings and play equipment installation. Subgrade shall be clean with smooth uniform gradients prior to installing wood fiber surfacing.
- 2) Default: The City may terminate the contract at any time if the Contractor is found by the City to be in default of any of its terms. If the City terminates the contract, the City may procure the services similar to those so terminated and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to a cause beyond the control and without the fault or negligence of the Contractor.
- 3) Data Practices: The Contractor shall have access to data collected or maintained by the City as deemed by the City as necessary to perform the Contractor’s obligation under the contract. Such data will be provided to the proposer as governed by the Minnesota Governmental Data Practices Act, Minnesota Statutes Chapter 13. The Contractor agrees to maintain all data obtained from the City consistent with the requirements of the Data Practices Act. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. The Contractor agrees to defend and indemnify the City from any claim, liability, damage, or loss asserted against the City as a result of the Contractor’s failure to comply with the requirements of the Data Practices Act.
- 4) Severability: The provisions of the executed contract are severable. If any portion of the contract is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of the contract.
- 5) Waiver: Any waiver by either party of a breach of any provision of the executed contract shall not affect, in any respect, the validity of the remainder of the executed contract.
- 6) Entire Agreement: The executed contract supersedes all oral agreements and negotiations between the Contractor and the City relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter in the contract. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- 7) Venue: The Contractor agrees that this contract shall be construed and governed by the laws of the State of Minnesota.

J. INSURANCE REQUIREMENTS

No Contractor or Subcontractor shall commence work under this contract until he/she has obtained at his/her own cost and expense, all insurance required by this Section, such insurance and the insurance companies to be approved by the City and maintained by the Contractor or Subcontractor, as the case may be, until final completion of the Work.

Worker's Compensation, Unemployment Compensation and Employer's Liability Insurance:

The Contractor shall take out and maintain for the duration of this contract Worker's Compensation Insurance, Unemployment Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

1) Commercial General Liability Insurance

The Contractor shall take out and maintain during the life of this contract such commercial general liability insurance as shall protect him/her from all claims for bodily injury including accidental death as well as from all claims for Property Damage arising from operations under this contract.

The minimum limits which are required are: \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate limit for injuries including accidental death to any one person, for injuries including accidental death resulting from one accident and for property damage.

Such policy shall include coverage for:

Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due:

To grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work, or,

To moving, shoring, underpinning, raising or demolition of any building or structure removal or rebuilding of any structural support thereof.

Injury to or destruction of wires, conduits, sewers, pipes, mains, or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavation or drilling, or injury to or destruction of property at any time resulting there from.

Injury to or destruction of any property arising out of blasting or explosion.

2) Automobile Insurance:

The Contractor shall carry Automobile Insurance on all automotive equipment owned, rented or borrowed in the minimum amounts of \$1,000,000.00 in the aggregate for injuries including accidental death to any one person, for injuries including death resulting from any one accident, and for property damage.

3) Owner's Protective Liability and Property Damage Insurance:

The Contractor shall provide Owner's Protective Liability and Property Damage Insurance in the name of the City and the Engineer, insuring against bodily injury and property damage liability in the limits set forth above for which they may become legally obligated to pay as damages sustained by any persons, caused by accident and arising out of operations performed for the named insured by independent contractors and general supervision thereof. In lieu of Owner's Protective Liability and Property Damage Insurance the Contractor shall list the City and Engineer as an Additional Insured.

4) Indemnity:

The Contractor agrees to hold harmless and indemnify the City, and its officers, officials, employees and agents, including without limitations, the Engineer, from every claim, action, cause of action, liability, damage, expense or payment incurred by reasons of any bodily injury including death, or property damage attributable to the negligence or otherwise wrongful act or omission, including without limitation, breach of a specific contractual duty, of the Contractor or the Contractor's agents or employees, or of anyone for whose acts any of them may be liable. Claims against Contractor for failure to obtain and keep in force the insurance required by this Contract shall not be limited by the provisions of the immediately preceding sentence. (Minn. Stat. Ch. 337).

5) Builder's Risk-Fire and Extended Coverage Insurance:

If the nature of the entire installation or portion thereof is such that it is insurable against the perils of fire, extended coverage, vandalism and malicious mischief, such insurance shall be procured and maintained by the Contractor on behalf of Contractor, the City and the Contractor's Subcontractors, on a completed value form.

6) Evidence of Insurance:

Insurance certificates evidencing that the above insurance is in force with companies acceptable to the City and in the amounts required shall be submitted to the City Clerk for examination and approval concurrently with the execution of the contract, after which they shall be filed with the City Clerk. In addition to the normal information provided on the insurance certificates, each shall specifically provide that:

- a) Coverage is included for blasting, collapse and underground hazards.
- b) The contractual liability hazard has been insured.
- c) Contractor shall list the City and WSB as an additional insured on its commercial general liability policy. The 2004 edition of ISO additional insured endorsement CG 20 10 is not acceptable. If ISO additional insured endorsement CG 20 is used, then it must be a pre 2004 edition.

K. DATA PRACTICES/RECORDS

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

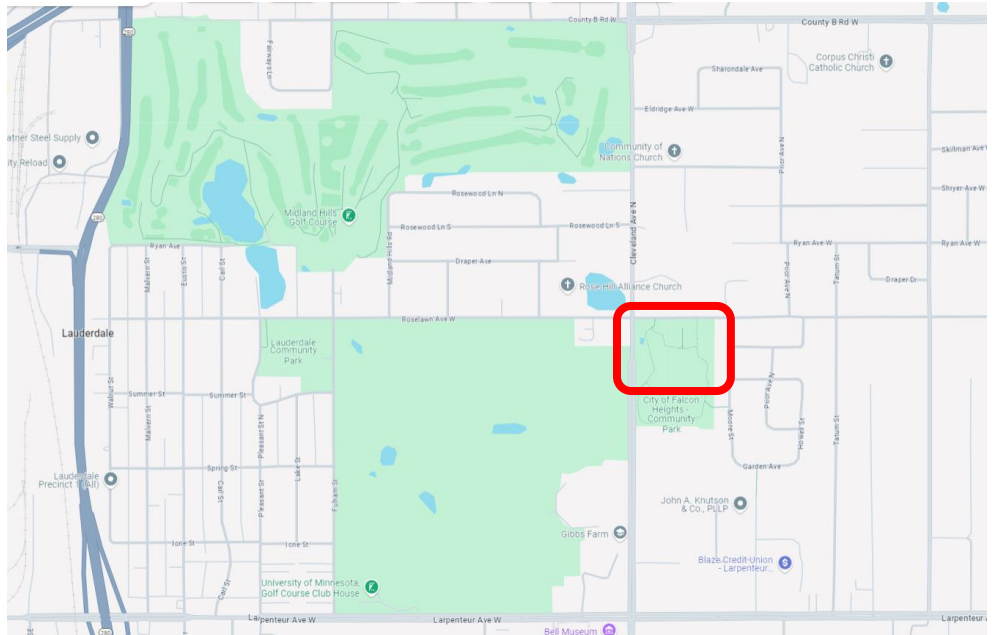
L. WORKING HOURS

No equipment shall be started prior to 7:00 a.m. each morning or run later than 9:00 p.m. Monday through Friday, and 8:00 a.m. and 7:00 p.m. Saturday, Sunday and holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas). The Contractor must receive written approval from the Owner to work on Saturdays, Sundays, or Holidays.

Falcon Heights Park Playground Equipment Information

- A. Maximum Budget
 - 1. **\$225,000: Play Area with EWF**
- B. Play Equipment Requirements
 - 1. 2-3/8" min. dia. posts for 2–5-year-old play equipment
 - 2. 5" min. dia. posts for 5–12-year-old play equipment
- C. Color Choices
 - 1. The OWNER will select colors for equipment based on standard color choices available from the manufacturer.
- D. Park Address

Falcon Heights Park is located at 2050 Roselawn Ave W, Roseville, MN 55113
- E. Equipment Container Area Layout (dwg)
 - 1. Note that poured-in-place and perimeter picket fence are planned around entire container, play vendor should show this in their renderings and take into account as part of their design and layout. Both are pending funding via a MnDNR Outdoor Recreation Grant Application.
 - 2. See attached plan Sheet A – Masterplan and provided Autocad format *.dwg file.



Falcon Heights Park State Purchasing Agreement for Playground Equipment, Delivery and Installation

Falcon Heights Park Playground Equipment and Installation Quote City of Falcon Heights		
QUOTE ITEMS		
I.	Product Warranty (in years)	Provide documentation
II.	Color Selection	Provide documentation
III.	Play Equipment Cost (include a labeled schematic or product listing) ¹	\$
IV.	Delivery Cost (of Playground Equipment) ¹	\$
V.	Installation Cost (of Playground Equipment) ^{1,2}	\$
VI.	Installation of Drain Tile and Pea Gravel (200 linear feet) ^{1, 3}	\$
VII.	Engineered Wood Fiber (7200 square feet) ^{1, 3, 4}	\$
TOTAL COST		
VIII.	Total Cost of III. – XI. (complete) ¹	\$
IX.	Approximate Delivery/Installation based on selection and approval in late Fall 2024 or early Spring 2025	
ADD ALTERNATE COST		
X.	Poured in Place Surfacing (7200 square feet) ^{1, 3, 5}	\$

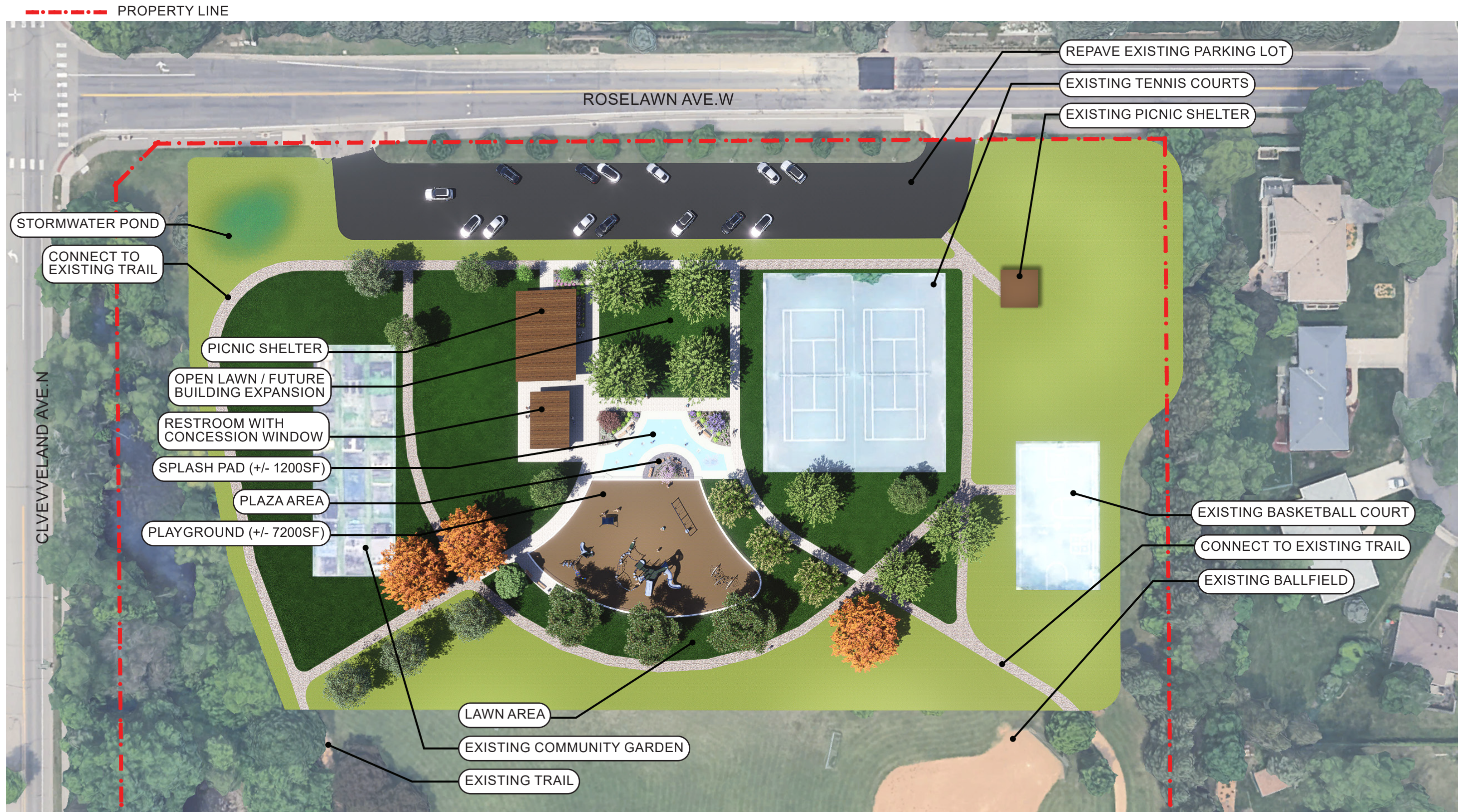
¹ = All cost submissions should include all applicable tax implications (i.e. Sales Tax, etc.)

² = Includes all labor, excavation for concrete footings, concrete footings, attachments, dumpster, removal packaging and waste materials including excess earthen spoils and all other required appurtenances

³ = Estimated quantity, actual price will be paid out per measurement quantity provided.

⁴ = The following season/year, install approximately 3" of EWF over the container for settling.

⁵ = Cost includes all associated subbase (granular or concrete) materials

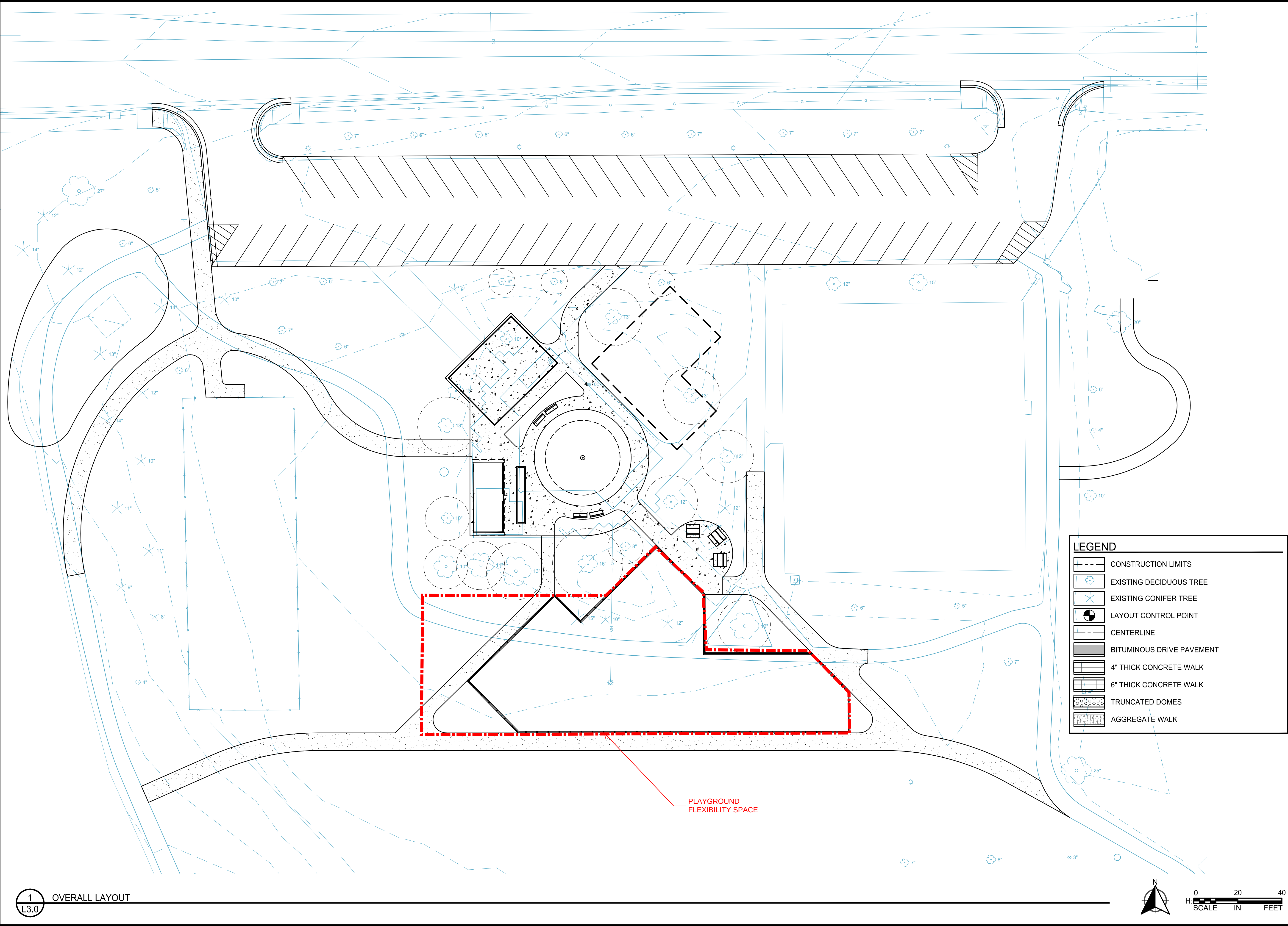


Falcon Heights Community Park | Concept 1

Falcon Heights, Minnesota

September 6, 2024 | WSB Project number: 023655-000

K:\023655-000\CadPlan\023655-000 - LAYOUT PLAN.dwg 10/30/2024 10:31:55 AM



SCALE: AS SHOWN
PLAN BY: KMP
DESIGN BY: KMP
CHECK BY: RAS

ELECTRICAL:



REVISIONS	
NO.	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

ROBERT A. SUPKA
DATE: _____ LIC. NO: 44337

OVERALL LAYOUT PLAN

FALCON HEIGHTS
COMMUNITY PARK
CITY OF FALCON
HEIGHTS, MN

CLIENT PROJECT NO.
XXXXXX

WSB PROJECT NO.
023655-000

SHEET
L3.0

Falcon Heights Park

City of Falcon Heights, MN

little tikes. COMMERCIAL

NR NORTHLAND
RECREATION

Northland Recreation, LLC - Briana Cohen

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Why Little Tikes COMMERCIAL?

At Little Tikes Commercial, we believe in the developmental value of play. We understand that play is necessary for healthy child development, and that's why our play structures are specifically designed to encourage the physical, social, emotional, cognitive and sensory development of children of all abilities. Our commitment to delivering fun, innovative play structures that promote value of outdoor play has been a focus of our designs for over 40 years.

Little Tikes Commercial strongly **believes play for children of all ages and abilities should include fewer limits.** It's why we are big advocates of inclusive and accessible playgrounds for meaningful play. Our playgrounds help children play and take part in a variety of truly inclusive activities.

Main Office and Manufacturing Facility in Monette MO

GREAT PRODUCTS BEGIN WITH QUALITY MATERIALS.



Routed HDPE



Composite Polymer Resin



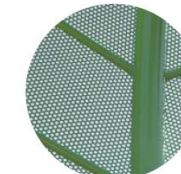
Natural Wood - Robinia



Printed Graphic Panels



Composite Wood



Perforated Steel



Hard Coated Foam



Welded Steel



Electronic & Solar
Interactives



Precast Concrete



Glass Fiber Reinforced
Concrete



Polyester-Wrapped,
Steel-Reinforced Rope









Northland Recreation, LLC - Ariana Cohen



Friendly Fence Ages 6mo-5yrs

Friendly Fence invites all the kids in the neighborhood to pet the cat, feed the mouse, and hop with the cricket and frog through slidable parts. Zigzagging droplets can be slid between the watering can and the flowers, while beads can be pushed across twisting vines. Crawl through the flex treads and spin the birdhouse to see who's decided to pay a visit. Peek-a-boo holes, a grassy spot and a colorful window offer additional tactile and social experiences at different heights. Vines and handholds are located across the fence for additional support to ensure everyone can explore.



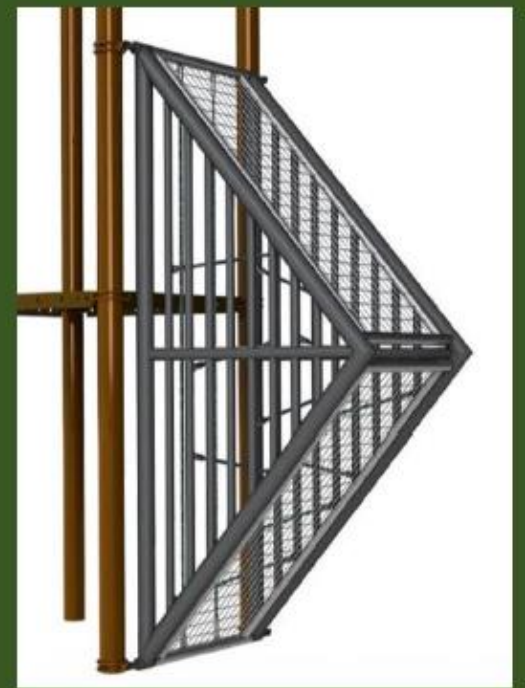






Roundabout Overhead 8' Ages 2-12

The fun that goes around, comes around! Steel, overhead rungs form a circle for kids to go between structures and back again. As kids explore the multiple play paths of this component, they'll be developing their upper body strength and coordination.



Nu-Edge X Tower with Diamond Climbers
Ages 5-12

Reach new heights! With the top deck at 168", kids will feel on top of the world. Two enclosed Diamond Climbers with ropes lead up to the top deck in this physical puzzle! Two massive slides from 168" and 96" decks will keep them climbing back up for more.



Ring Challenge Ladder Ages 2-12

Featuring curved, stationary rungs, this steel overhead climber challenges coordination while helping kids build their strength.



Tilted Rock Wall Ages 5-12

The Tilted Rock Challenge Wall is built with panels that are offset slightly, giving kids an additional climbing challenge. Textured hand and foot grips make climbing easy and safe.

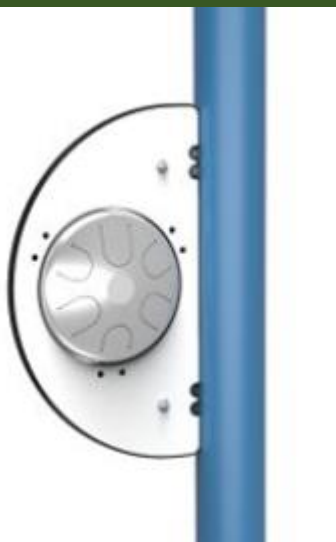


Northland Recreation, LLC. - Briana Cohen



Infinity Flex Climber Ages 5-12

Kids can climb to the stars with this twisting component! Featuring organic design with open foot and handholds, Infinity Single Flex Climber comes with an extension that allows climbers to transition to the deck.

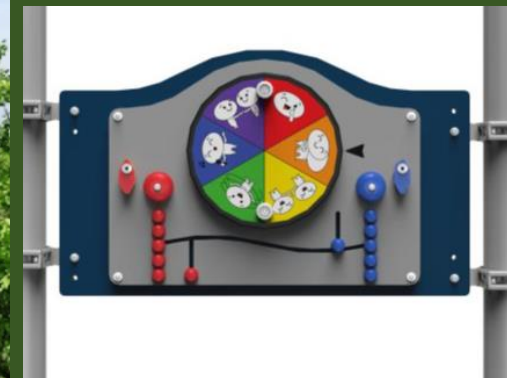


Tongue Drum Ages 2-12

Users can learn to play this classic instrument with ease as they use their palms to tap against all sides of the drum—each producing a different note! Friends can groove to a single player's rhythm or collaborate to create a new song.



Northland Recreation, LLC ~ Briana Cohen



Simon Says Reach Panel Ages 2-12

Spin the wheel to find out what Simon Says! Once a child finishes a task, they can ring the bell and keep track of their score with the panel's moveable buttons. This panel uses inclusive characters and activities to ensure everyone feels welcome and can participate in the fun! Promotes cognitive development, social skills, sensory play.



Weather Game Panel
Ages 2-12

Take the “bored “out of board games! Spin the dial to discover a weather-related image, and then move to that spot on the board. Then, the next player can take their turn. First person to make it home wins!



All slides accessible by ramp have ADA compatible elevated transfers at either 12" or 16"



Door Panel
Ages 2-12

Charmingly arched with flowers blooming in the window boxes on either side, Door Panel transforms any play space into a cottage getaway. Detailed with shingles and drainpipes, kids can reenact neighborhood scenarios and play house.



Revolution Inclusive Spinner Ages 2-12

Our Revolution Inclusive Spinner promotes an engaging and accessible playground environment for all children.

Children can ride in a way that's most comfortable for them. There are chairs for those who want to sit while spinning, and there's plenty of room for other kids who want to stand up. Children using wheelchairs also have space to ride on the spinner, and there is even room for a caregiver to assist children with special needs.



Inline Rail Ages 5-12

This overhead event encourages kids to challenge their upper body strength, grip, and coordination. Thanks to the rungs running parallel along the top bar, kids can move across the component or stop at one rung and use it to complete a series of exercises such as the ten-second hang, chin-ups or pull-ups.

Vertical Net Ages 5-12

This fun, two-sided event provides added climbing challenge with the flexibility of the rope elements.

Fun Wheels Ages 5-12

Wheels tilt in all directions across this overhead steel climber, allowing kids to build their coordination and upper body strength in a fun, engaging way. Wheel colors may be chosen separately from the top bar and posts.



Poured-In-Place Mound

Foursquare

Hop Scotch



Zoom Twist With Floor Ages 5-12

The ZoomTwist with floor is a great addition for those looking for an inclusive product for their playground. The floor allows smaller children and children of varying abilities to interact, while the rope will keep adventurous children climbing to daring new heights. Spinning stimulates a child's brain increasing learning potential, spatial awareness and rhythm.

Inclusive Swing Ages 2-12

This swing seat provides extra support, safety features, and additional room so all children can enjoy the carefree fun of swinging at the playground.



Generation swings provide the perfect solution, giving adults and kids a fun and immersive means of interacting on the playground. These face-to-face parent-child swings promote family fun and connection, enabling kids and their caregivers to play and engage like never before.



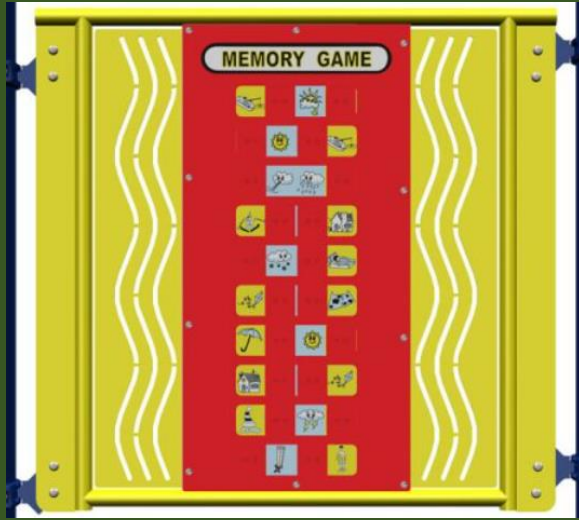
Northland Recreation, LLC - Briana Cohen



Multi-User Arch Swing Ages 5-12

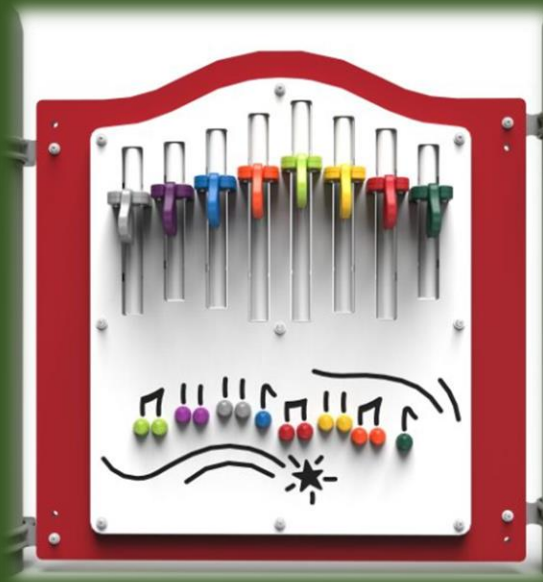
Friends of all ages and abilities can enjoy the smooth ride of Multi-User Basket Swing with its spacious, basket-like design. Whether solo or in a group, users will develop their vestibular system and spatial awareness as they swing.

Additional Interactive Panels Included in Design



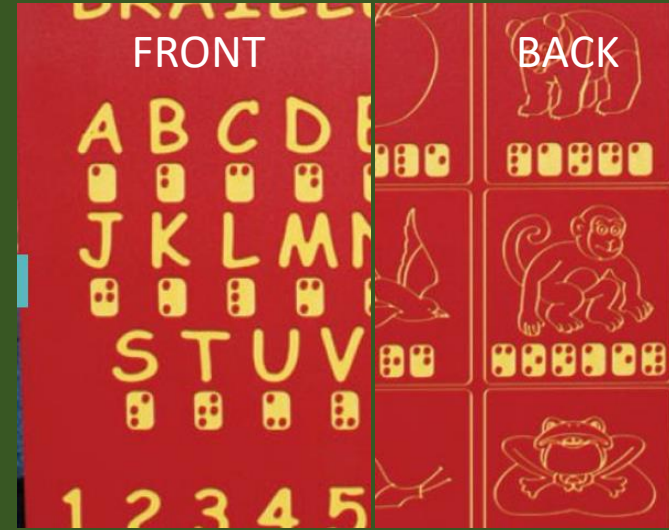
Matching Game Panel
Ages 2-12

Test your cognitive skills with Memory Game! Slide the tab to unveil a weather-related image, and then another tab to see if it matches—if not, try again! This classic game takes on a fun thematic spin via durable steel construction.



Scrambled Scales Panel
Ages 2-12

Play the notes to Twinkle Twinkle Little Star or create your own song with a friend! This panel's colorful design, musical chimes, and easy-to-use strikers are perfect to activate children's senses of sight and hearing.



Braille Picture Panel
Ages 2-12

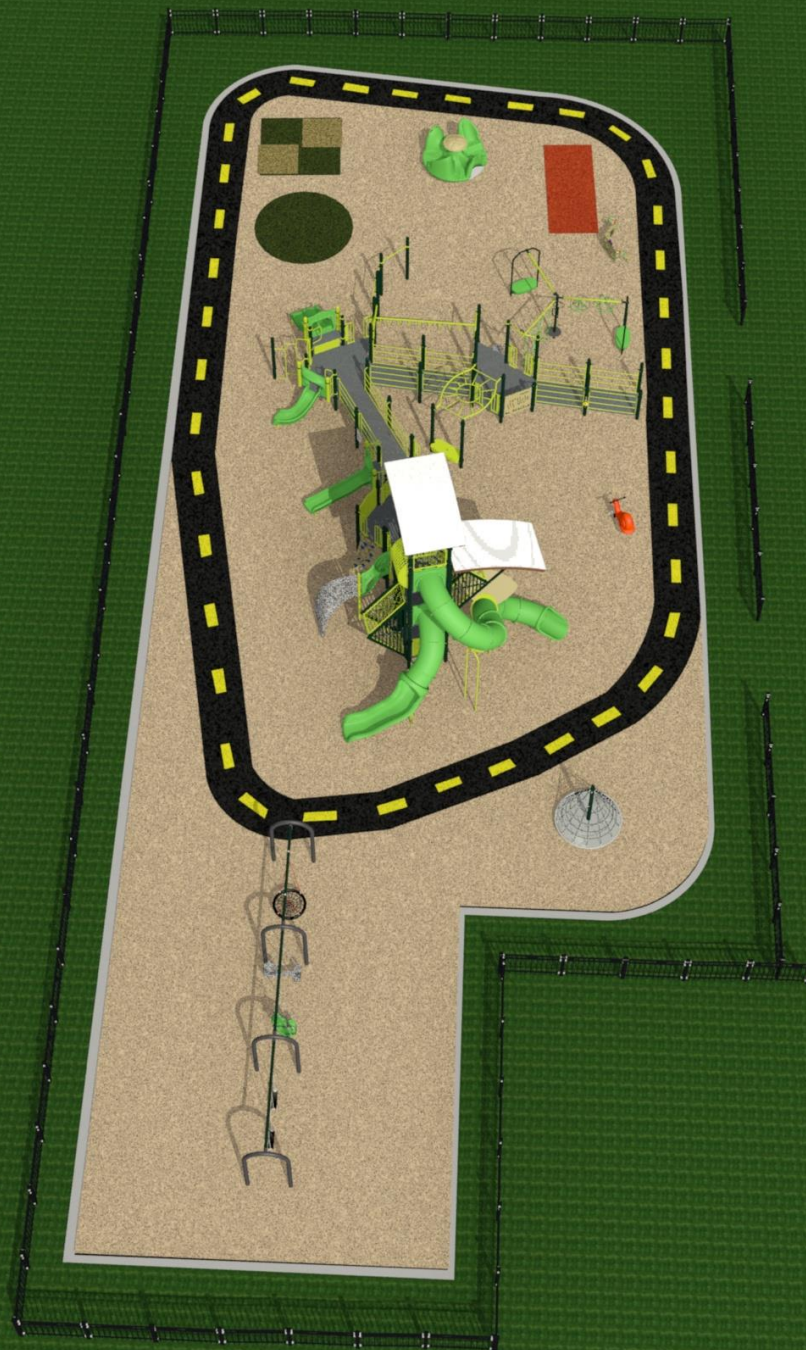
Braille Panel makes the playground more inclusive by displaying the alphabet and numbers zero through nine for visitors of all visual abilities. With features on both sides, this is an excellent panel to have on a 12" deck. Two design options are available for the back of the panel: a clock with whimsical graphics to inspire play scenarios, or a nature-themed series of plants and animals.



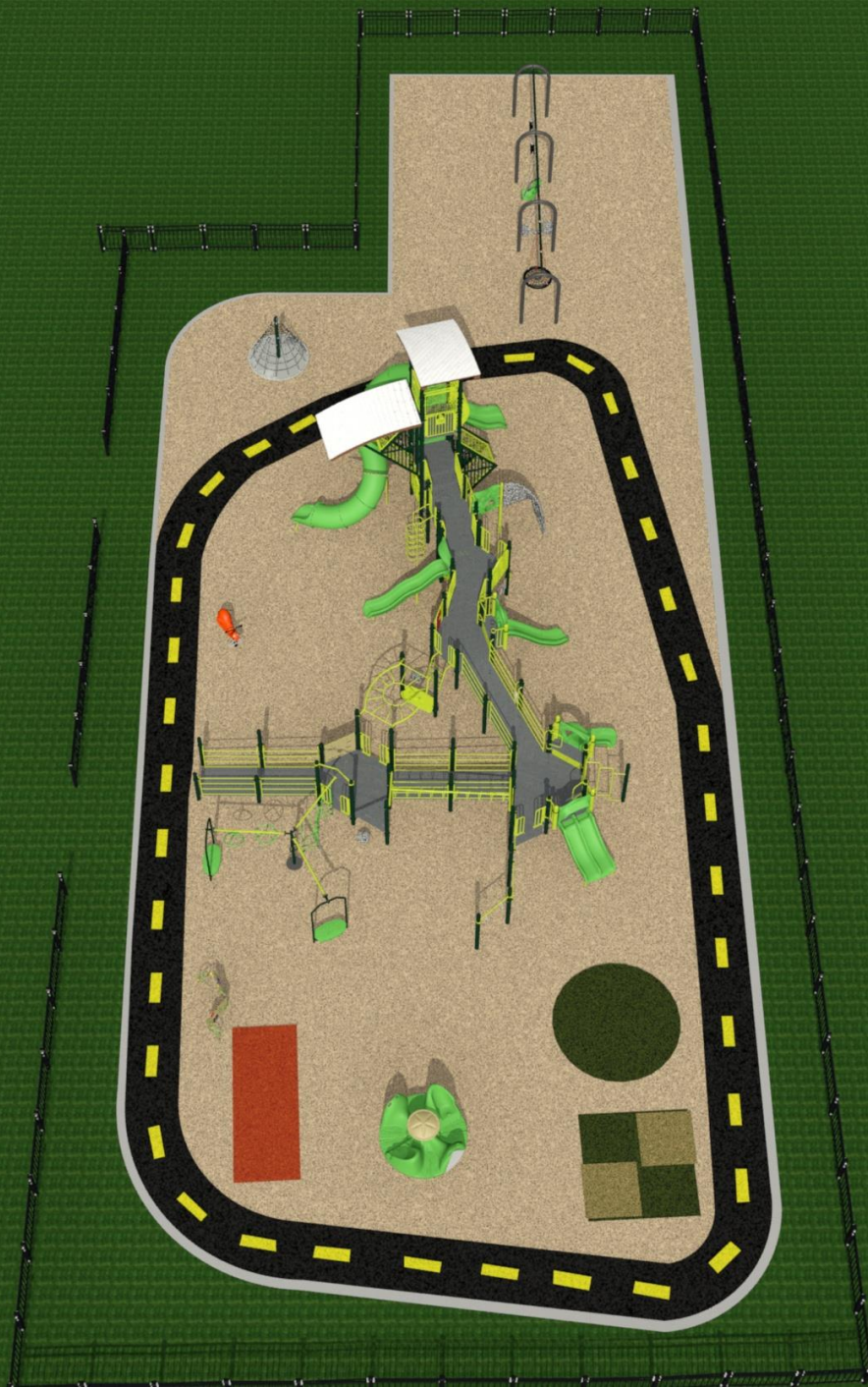
Post Players Maracas
Ages 2-12

Featuring the signature sound of maracas, this component promises to shake things up! With an easy-to-spin design, similar to Melody Wheel, visitors of all ages and ability levels can use Maracas to make an impact on the playground.











WARRANTY

Little Tikes Commercial Brand warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by PPLT Farmington, Inc. (PlayPower Little Tikes Commercial) carry only the following warranties:

- LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT:** Aluminum deck posts, steel deck posts, stainless steel hardware, cast aluminum parts, and KidBuilder® steel clamps.
- LIMITED FIFTEEN (15) YEAR WARRANTY:** All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.
- LIMITED TEN (10) YEAR WARRANTY:** Fabric shade steel frames, Naturek™ products, Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)
- LIMITED EIGHT (8) YEAR WARRANTY:**
 - Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
 - LandSoft Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
 - Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).
- LIMITED FIVE (5) YEAR WARRANTY:**
 - Clever Climbers™ products, including, but not limited to polyethylene slides, enclosures, main structure, decks, and plastic components.
 - PVC coating and PE coating against cracking or peeling.
 - Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
 - GFRP (Glass Fiber Reinforced Polymer) Products.
 - Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or fading of cable coating).
- LIMITED THREE (3) YEAR WARRANTY:** KidTiles®, Playground Sculptures, KidRiders® products (excluding spring assemblies), flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.
- LIMITED ONE (1) YEAR WARRANTY:**
 - Learning Lab Sensory Tables and Tot Tree plastic components.
 - Belt Swing Seats, and Bucket Tot Swing Seats.
 - All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's expense at Little Tikes Commercial's facility. Buyer shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable.

Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions.

Warranties specifically do not cover Little Tikes Commercial products:

- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Little Tikes Commercial parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, or wind storms), and acts of God.

Little Tikes Commercial does not warrant that any particular color will be available for any specific period of time, and reserves the right, in its sole discretion, to discontinue any color for any reason.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

878 E. Highway 60 / Monett, Missouri, USA 65708 / littletikescommercial.com
USA 800-325-8828 CANADA 800-265-9953 INTERNATIONAL +1 417-235-6917

D79185 Rev. B - January 01, 2020

PPLT Farmington, Inc. is a PlayPower, Inc. Company. Copyright ©2019 by PlayPower, Inc. All rights reserved.



CERTIFICATE OF REGISTRATION

PlayPower L.T. Farmington, Inc.

Main Site: 878 Highway 60, Monett, Missouri, 65708, United States

Additional Site: 907 East County Road, Monett, Missouri, 65708, United States

This is to certify that the management system has been registered by Intertek as conforming to the requirements of:

ISO 14001:2015

The management system is applicable to:

Main site: Design, manufacture and worldwide shipping of playground and recreation equipment and marine dock systems.

Additional site: Manufacturing of rotary plastic molding.

The validity of this certificate depends on the validity of the Main certificate #EMS-0033

Certificate Number:

EMS-0033-b

Initial Certification Date:

21 September 2008

Date of Certification Decision:

01 September 2020

Issuing Date:

01 September 2020

Valid Until:

20 September 2023



Intertek

Calin Moldoveanu

Calin Moldoveanu
President, Business Assurance

Intertek Testing Services NA, Inc. dba Intertek
900 Chelmsford Street,
Lowell, MA, USA



In the issuance of this certificate, Intertek assumes no liability to any party other than to the Client, and then only in accordance with the agreed Upon Certification Agreement. This certificate's validity is subject to the organization maintaining their system in accordance with Intertek's requirements for systems certification. Validity may be confirmed via email at certificate.validation@intertek.com or by scanning the code to the right with a smartphone.

The certificate remains the property of Intertek, to whom it must be returned upon request.
CT-ISO14001:2015-ANAB-EN-1.22 dec.17





PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

QUOTE: R0324250002

Project: R0324_45644566571_01

Bill To:

Robert Slipka
City of Falcon Heights
2077 Larpenteur Ave W
Falcon Heights, MN 55113
651-201-5949 (phone)
rslipka@wsbeng.com

Project Name & Location:

Falcon Heights Park Playground
Equipment Quote
2050 Roselawn Ave W
Roseville, MN 55113

Prepared by:

Northland Recreation, LLC.
Briana Cohen
10085 Bridgewater Bay
Woodbury, MN 55129 USA
(651) 815-4097 (phone)
briana@northlandrec.com

Ship To Address:

Robert Slipka
Falcon Heights Park
2050 Roselawn Ave W
Roseville, MN 55113
651-201-5949 (phone)
rslipka@wsbeng.com

End User:

Robert Slipka
City of Falcon Heights
2077 Larpenteur Ave W
Falcon Heights, MN 55113
651-201-5949 (phone)
rslipka@wsbeng.com

Quote Number: R0324250002
Quote Date: 12/18/2024
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidBuilders
Age group: 5-12

Global defaults

Cone Spinner Post
Infinity 1 Plastic Clr
InfinityPad 1 Plastic Clr
KB Accent Color
KB CLAMP
KB Overhead Color
KB Pnl/Crwl Tunnel Clr
KB Slide/Float Stone Clr
KB Vinyl color
KB/Jeep Ground Cover
Kid Builder Post Color
Laminated Panel
NFS Fun Wheel Color
NFS Ground Cover
NFS Post Color
NRG Plastic Clr
Rail Accent Color
Rev Spin Body
Rev Spin Handle

FOREST GREEN
GRAYSTONE
LIME
CHARTREUSE
FOREST GREEN
CHARTREUSE
CHARTREUSE
LIME
Gray
Buried
FOREST GREEN
BEIGE-FOREST GREEN-BEIGE
LIME
Buried
FOREST GREEN
LIME
CHARTREUSE
LIME
BEIGE

Components

Part Number	Description	Qty
100001137	KB DK/DK PLATE 305MM/12"	1
200006975	SLIDE DBL. W.D. 915 MM /36" KB	1
200007049	PANEL SAFETY DKMT. KB	2
200007097	PANEL ADJUSTABLE COUNTER KB	1
200007101	PANEL DOOR KB	1
200008193	TOOL BOX KID BUILDERS #2, S.S. (MM)	1
200013795	KB 10' GALV POST WITH CAP	18
200013798	KB 136" GALV POST WITH CAP	11
200013808	KB 8' GALV POST WITH CAP	4
200013810	KB 148" GALV POST WITH CAP	5
200013813	KB 4165/164" GALV POST WITH CAP	4
200013892	RAIL SINGLE KB	1
200013892	RAIL SINGLE KB	1
200013920	LOOP ASSY HAND-HOLD KB	3
200013924	LOOP ASSY SAFETY KB	4
200022428	PANEL LADDER610/24"SAFETY LOOPS BD KB	1
200034346	LADDER RING CHALLENGE F/KB 3660	1
200092591	STEPPING STONES F/KB	3
200095647	KB SIDE STEP CLIMBER 1220 DECK-TO-POST	1
200129609	CLIMBER LOOP 1830 MM/72" KB	1
200200164	KB 1422MM SGL. WAVE SLIDE	1
200200188	KB DK/DK PLATE 12"/305MM (FACES)	1
200200189	KB DK/DK PLATE 16"/405MM (FACES)	2
200200384	RAMP 3660 MM/12' W/GUARD RAILS KB_(SMAL	3
200200399	STEPS DK/DK 508 SFTY.RL.KB(SMALL HOLES)	1
200200401	STEPS DK/DK 610MM W/SFTY RLS F/KB SMLHL	1
200200530	KIT MAINTENANCE KB W/PAINT W/O LIST	1
200200663	KB TELESCOPE PANEL (DKMT)	1
200200725	KB MATCHING GAME PNL ABOVE DK	1
200200726	KB WEATHER GAME PNL ABOVE DK	1
200200755	KB INFINITY FLEX GROUND TO DECK SGL	1
200201090	KB THERAPEUTIC RINGS	1
200201307	KB STEPS DK/DK 406MM W/SFTY RL(SM.HOLE)	1
200202167	KB WAVY RUNG CLIMBER 40"	1
200202241	KB ROUNDABOUT OVERHEAD	1
200202281	KB PICTURE BRAILLE PANEL DKMT	1
200202477	KB TILTED ROCK CHALLENGE WALL 56"	1
200202483	KB DECK SQUARE LARGE HOLE 11GA	1
200202497	KB DECK HEX SMALL HOLE 11GA	2
200202502	KB DECK REST SMALL HOLE 11GA	2
200202504	KB DECK TRIANGLE SMALL HOLE 11GA	2
200202511	KB MORPHOUS SLIDE 2440MM(96") RIGHT	1
200202884	NRG FREESTYLE 3 UP HUB	1
200202887	NRG FREESTYLE SOLO POD	2
200202891	NRG FREESTYLE INLINE RAIL	1
200202894	NRG FREESTYLE FUNWHEEL	1
200202895	NRG FREESTYLE RAIL TO KB	1
200202898	NRG FREESTYLE VERT NET	1
200203322	KB ELBOW SLIDE 32/36" W/2014 HOOD	1
200203327	KB WAVE SLIDE 64" W/2014 HOOD	1
200203413	REVOLUTION INCLUSIVE SPINNER	1
200203415	NU-EDGE-X TOWER F/KB	1
200203509	KB ELEV TRANSFER DECK W/RAILS	3
200203546	ZOOMTWIST W/FLOOR	1
200203635	PANEL REACH SIMON SAYS F/KB	1
200203876	POST PLAYERS TONGUE DRUM PTMT F/KB	1
200203877	POST PLAYERS MARACAS PTMT F/KB	1
HW7704-1	HRDW PKG F/CLAMP ELIMINATION S1/1	1
M00000963	SPRING RIDER SNAIL, LOLA	1

PlayArea_2

Product line: KidBuilders

Age group: 2-5

Global defaults

BASKET SEAT ROPE CLR	RED
Belt Swing Seat Color	Black
Inclusive Seat Clr	GRAYSTONE
SWING GROUND COVER	Buried
SWING LEG	METALLIC GRAY
SWING TOPRAIL	FOREST GREEN
Us/Csa Labels For Swings	

Components

Part Number	Description	Qty
200202835	ASSY BELT SEAT F/8' SWING W/CHAIN	2
200203423	GENERATION SWING SEAT ASSEMBLY TIKES	1
200203433	INCLUSIVE SWING SEAT W/CHAINS 8'	1
912358	INCLUSIVE 3-POINT HARNESS W/HDWR	1
LT0931	5" 2 SEAT ARCH SWING	1
LT0933	5" 2 SEAT ARCH SWING ADD-A-BAY	1
LT0941	5" MULTI-USER ARCH SWING ADD-A-BAY	1

PlayArea_3

Product line: KidBuilders

Age group: 6-23 months

Global defaults

TOT BUILDERS FENCE ROUTER LAM	BEIGE-FOREST GREEN-BEIGE
TOT BUILDERS FENCE STEEL PAINT	LIME
TOT BUILDERS GROUND COVER	Buried

Components

Part Number	Description	Qty
LT0902	TOT BUILDERS FRIENDLY FENCE	1

RiskSign_Included

Product line: Park Service

Age group:

Global defaults

RISK MGNT SIGN CLR

Components

Part Number	Description	Qty
787Z	RISK MANAGEMENT SIGN - ENGLISH	1

Additional Items

Part Number	Description	Qty
105295	BAG ZIPLOCK 12" X 14"	1
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	4
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	2
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1
200305597	14' LARGE CRATE (ASSY DOMESTIC)	5
925603	LABEL P/C (5 TO 12 YRS) PPLT	4
925960	THUMB DRIVE 2GB - PPLT	1
926461	LABEL, GENERATION SWG, 2YR-12YR, LT	1
INSTALL BK	INSTALL BOOK FOR PP ORDERS	1
EWf	ENGINEERED WOOD FIBER SS-400CY 8'CFH	1
DRNTL	DRAIN TILE	1

NOTE: Quote includes play equipment, delivery and off-loading of play equipment, drain tile materials, installation of drain tile to container curb, installation of play equipment, concrete footings, 400 CY Engineered Wood Fiber Safety Surfacing, installation of Engineered Wood Fiber Safety Surfacing to 12" depth for 8' CFH, packaging disposal. Drain tile outside of play container, removals and disposals of existing playground equipment and footings, excavation of site to depth of Northland Recreations, LLC's recommendation*, concrete curb materials and installation to size of layout presented at 7980 sq ft, any tree removals required, site restoration, fence materials and installation of fence, asphalt or concrete walkways all by Owner/Others.

Totals:

Products Subtotal:	\$163,555.10
Products by Other:	\$23,300.00
Installation:	\$59,023.00
Freight:	\$4,023.00
Estimated Sales Tax*:	EXEMPT
Grand Total:	\$249,901.10

Make Purchase Orders Out To:

PlayPower LT Farmington, Inc.

Remit Purchase Orders To:

PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

PlayPower LT Farmington, Inc.

Remit Checks To:

PlayPower LT Farmington
PO Box 734155
Dallas, TX 75373-4155

NOTE:

* Applicable sales taxes will be confirmed once order and any tax certificates are received

† Denotes drop ship item.

Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.

If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.

The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 13.77% recycled content

This playground qualifies for 1 LEED point(s)

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734155, Dallas, TX 75373-4155, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.



PlayPower LT Farmington, Inc.
878 E. US Hwy 60
Monett, MO 65708
1-800-325-8828

Northland Recreation LLC
10085 Bridgewater Bay
Woodbury, MN 55129
(651) 815-4097 (phone)
(414) 395-8538 (fax)

Bill To:

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

Project Name & Location:

Falcon Heights Park -ADD ALT

2050 Roselawn Ave W.
Roseville, MN 55113

Ship To Address:

2050 Roselawn Ave W.

Roseville, MN 55113

Contact Name: Robert Slipka
Contact Phone: 651-201-5949
Email: rslipka@wsbeng.com

Quote Date: 12/17/2024
Valid For: 30 Days

Part Number	Description	Qty	Unit Price	Total
PIP	8' CFH 50Color/50Black PIP SS	7578		
PIP	8' CFH 100% Black Bike Pathway	1455		
PIP	8' CFH 100% Yellow Bike Dashes	117		
GRVL	Aggregate base for PIP SS – CY	195		
PIPMND	PIP 6' High Mound with 2" Concrete Cap	1		
HPSCTH	HOPSCOTCH DECAL	1		
4SQR	8' CFH 50Color/50Black PIP 4Squares 5'x5' each	4		
DVSBCN	DAVIS BACON PREVAILING WAGES	1		
DMPSTR	DUMPSTER FOR WASTE REMOVAL	1		

Notes: Includes materials, aggregate base, Davis Bacon Prevailing Wages for installation, installation and compacting of aggregate base, compacted aggregate base and 2" concrete cap for PIP Mound, installation of PIP SS with aromatic binder-flush with curb, hopscotch decal bound to PIP, (4) 5'x5' 50color/50black PIP squares for 4square, includes dumpster for waste disposal.

Totals:

Products by Other: \$219,660.00
Installation: INCLUDED
Estimated Sales Tax*: EXEMPT
Freight: INCLUDED

Make Purchase Orders Out To:
PlayPower LT Farmington, Inc.
Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:
PlayPower LT Farmington, Inc.
Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. 734155
Dallas, TX 75373-4155

NOTE:
* Applicable sales taxes will be confirmed once order and any tax certificates are received
† Denotes drop ship item.
Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This playground contains 96.69% recycled content
This playground qualifies for 2 LEED point(s)

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CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date
--------------	------------------------	------

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____

Date: _____

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1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

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7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2024

No. 24-74

**RESOLUTION SELECTING NORTHLAND RECREATION AS THE PLAYGROUND
SUPPLY AND INSTALLATION CONTRACTOR THROUGH A JOINT PURCHASING
COOPERATIVE NOT TO EXCEED \$250,000**

WHEREAS, the City of Falcon Heights approved Resolution 24-62 to release a Request for Proposal (RFP) to accept playground proposals from October 31 through 1:00 p.m. on November 26, 2024 from qualified playground manufacturing representatives; and

WHEREAS, pursuant to advertisement for proposals according to the plans and specifications outlined within the RFP and published in the *Pioneer Press*, the official newspaper, the City's website, and the e-advert bidding platform, said proposals were received on November 26, 2024 digitally, opened and evaluated for the best design and a total of eleven proposals were received from seven playground manufacturing representatives who serve Minnesota and complied with the advertisement;

WHEREAS, the Parks and Recreation Commission met on December 2, 2024 to narrow the submitted proposals down to their top three selections and to make a list of requested revisions to then make a recommendation to City Council, with Northland Recreation voted the Commission's most preferred design due to inclusivity and consideration of ages and mobilities served; and

WHEREAS, the City Council reviewed the Parks and Recreation Commission's selections at a Workshop meeting on December 4, 2024 and had no other revisions to request from the vendor; and

WHEREAS, Staff then requested the Parks and Recreation Commission's revisions from the Commission's top choice, Northland Recreation; and

WHEREAS, Northland Recreation revised its proposal to update it with the requested changes made; and

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

1. The Mayor and City Administrator are hereby authorized and directed to utilize a joint purchasing cooperative to enter in to an agreement with Northland Recreation, not to exceed \$250,000.00 in the name of the City of Falcon Heights for the above improvements,

according to the plans and specifications thereof, heretofore approved by the City Council and on file in the office of the City Administrator.

2. The City Administrator is hereby authorized to further modify the plans as needed up-to the figure of \$250,000.00 without further council approval.

ADOPTED this 23rd day of December, 2024 by the City Council of Falcon Heights, Minnesota.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON	_____	In Favor
LEEHY		
MEYER	_____	Against
MIELKE		
WASSENBERG		

Attested by: _____
Jack Linehan
City Administrator