

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

AGENDA
August 13, 2025 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON___ LEEHY___ MEYER ___
MIELKE ___ WASSENBERG___
STAFF PRESENT: LINEHAN___ JOHNSON___
- C. APPROVAL OF AGENDA
- D. PRESENTATION
 - 1. Proclamation Honoring Roland Olson’s Service to the City of Falcon Heights
- E. APPROVAL OF MINUTES:
 - 1. July 23, 2025 City Council Regular Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
 - 1. General Disbursements through 8/7/25: \$545,534.67
Payroll through 7/27/25: \$26,178.12
Wire Payments through 7/27/25: \$17,161.45
 - 2. Approval of Resolution 25-77 Approving the Be Active! Be Green! Park Bench Agreement
 - 3. Approval of Pay Estimate #3 to Bituminous Roadways, Inc. for the 2025 Pavement Management Project
 - 4. Authorization of Participation in MissionSquare 401(a) Retirement Plan for Qualifying Retiring Department Heads
 - 5. Promotion of Assistant Finance Director Alyssa Landberg to the Position of Interim Finance Director
 - 6. Appointment of Administrative Services Director Kelly Nelson as Falcon Heights’ MetroINET Board of Directors Alternate
 - 7. Approval of Resolution 25-79 Appointing David Smith to the Environment Commission
 - 8. Approval of Resolution 25-80 Authorizing the Disposal of the Contents of in Community Park Building as Surplus
 - 9. Approval of Creating Debt Service Fund 311 for the 2025 G.O. Tax Abatement and General Improvement Bond Series 2025A
 - 10. Approval of Right-of-Entry Agreement Settlement - Private Residence on Moore St.
- H. POLICY ITEMS:

1. Approval of Amendment to the Administrative Manual - Minnesota State Fair Guidelines to Expand Parking Pass Variance Eligibility
2. Approval of Amendment to the Administrative Manual – Personnel Policy to Include Voluntary Participation in the Minnesota State Retirement System (MSRS) Health Care Savings Plan

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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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2025
Agenda Item	Presentation D1
Attachment	Resolution 25-76 Proclamation
Submitted By	Jack Linehan, City Administrator

Item	Proclamation Honoring Roland Olson’s Service to the City of Falcon Heights
Description	<p>The City Council appointed Roland Olson as Finance Director in December 1996. In the nearly 29 years since, he has served the City honorably.</p> <p>Roland’s knowledge of investments and fiscal management have earned and maintained Falcon Heights’ Triple-A Rating, which is the highest credit rating a city can earn.</p> <p>In addition, Falcon Heights has received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) 34 consecutive times. Honoring his service with a proclamation is appropriate.</p> <p>Roland’s last day with the City will be on August 15, 2025.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 25-76 Proclamation Honoring Roland Olson’s Service to Falcon Heights
Action(s) Requested	Staff recommends that the City Council approve the attached proclamation.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 13, 2025

No. 25-76

Proclamation

RESOLUTION HONORING ROLAND OLSON'S SERVICE TO FALCON HEIGHTS

WHEREAS, Finance Director Roland Olson was hired by the City of Falcon Heights in December of 1996; and

WHEREAS, Finance Director Roland Olson has been employed by the City of Falcon Heights for almost 29 years; and

WHEREAS, Finance Director Roland Olson has helped maintain the City's Triple-A bond Rating; and

WHEREAS, Finance Director Roland Olson tendered his retirement from the City of Falcon Heights effective August 15, 2025; and

NOW THEREFORE BE IT RESOLVED that I, Mayor, Randall C. Gustafson, on behalf of the City Council of the City of Falcon Heights, Minnesota, do hereby honor and recognize Roland Olson for his many years of contributions and service to the City of Falcon Heights in its Finance Department. May this proclamation be provided to Roland Olson in recognition for his years of service to the community.

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

MINUTES
July 23, 2025 at 7:00 P.M.

- A. CALL TO ORDER: 7:03 PM
- B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_ MEYER_X_
MIELKE_X_ WASSENBERG___

STAFF PRESENT: LINEHAN_X_ JOHNSON_X_

- C. APPROVAL OF AGENDA
- D. PRESENTATION
1. Award Contract for City Website Redesign - Resolution 25-72

Johnson presents an overview of the RFP process for the website redesign. The decision to choose Civic Plus did not come easy. The city received many proposals from qualified vendors. Civic Plus stood out for their experience with municipalities, efforts to comply with the new accessibility guidelines, and the ease of use of their websites. The city budgeted \$25,000 for this project. The initial setup will cost \$12,035, and the annual recurring is \$11,050. They offer a redesign of the website after 36 or 48 months of continuing services. Johnson then shows examples of surrounding city websites who also use Civic Plus for website management.

Councilmember Leehy Motions to approve Resolution 25-72;
Approved 4-0

- E. APPROVAL OF MINUTES:
1. July 9, 2025 City Council Regular Meeting Minutes

Councilmember Mielke motions to approve the meeting minutes;
Approved 4-0

- F. PUBLIC HEARINGS:

- G. CONSENT AGENDA:
1. General Disbursements through 7/17/25: \$251,630.01
Payroll through 7/13/25: \$23,885.55
Wire Payments through 7/13/25: \$15,900.11
2. Approval of Resolution 25-73 Accepting a Proposal from Abdo Financial Solutions for Finance Department Assessment
3. Approval of Resolution 25-74 Adopting Ramsey County Hazard Mitigation Plan

4. Approval of Resolution 25-75 Supporting MWF Properties' Application for 2025 Metropolitan Council Livable Communities Demonstration Account Funds and Transit-Oriented Development Funds
5. Approval of Resolution 25-76 Awarding Crack Sealing Project to Fahrner Asphalt Sealers, LLC
6. Lawful Gambling Regulatory Tax Reimbursement to Roseville Area Youth Hockey

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

Leehy highlights bringing in Abdo Financial Solutions and appreciates the proactiveness in preparing for the transition of the finance department.

Linehan explains he is the emergency manager for Falcon Heights and meets with others as well as the county. They recently met with other officials and a consultant to assess risks related to natural hazards. Others are adopting the Ramsey County Hazard Mitigation Plan. Staff recommends supporting the application for funding submitted by MWF Properties. The City will serve as the applicant and, if approved, pass the funding through to the developer. Linehan explains the City will move forward with a crack sealing project, which helps prevent small cracks in pavement from expanding. This maintenance strategy can extend the life of roads and delay the need for more extensive and costly repairs, such as mill and overlay. Lastly, Linehan notes that the City currently collects a 3% tax on charitable gambling to offset the cost of regulation. However, staff noted that the revenue from this tax exceeds the actual cost of overseeing the program. As a result, reimbursement to the charitable gambling organization was considered appropriate.

H: POLICY ITEMS:

1. Setting the Date of Wednesday, August 6th at 6:30 PM for a Joint Workshop with the Planning Commission to Discuss Les Bolstad Golf Course Sale Stakeholder Discussion

Linehan points out that there has been significant interest in what is going to happen with this sale. Staff and council understand that while it's a great opportunity for the city, there are also concerns around it. It is important to identify the important stakeholders who should be a part of this process.

Mielke suggests inviting someone from the county. Linehan notes that the University of Minnesota will be invited, and during the workshop, they will determine who the stakeholders are and how to go about civic engagement. It will impact the county as a tax recipient and the county roads.

Gustafson clarifies whether it will be at the regular scheduled workshop. Linehan adds yes, the Planning Commission also wants to discuss code updates with the City Code.

I. INFORMATION/ANNOUNCEMENTS:

Leehy thanks everyone who participated and attended the Ice Cream Social last week. The Community Engagement Commission did not meet because there was no quorum. She thanks them for tabling at the Ice Cream Social. She encourages residents to apply as there are openings.

Mielke notes the State Fair Task Force met last week and discussed various updates. The Environment Commission met and discussed plantings at Community Park, encouraging residents to map their trees. Both were present at the Ice Cream Social tabling as well. The Lawn and Garden Tour was last Saturday; she thanked the host and attendants. Minnesota Night to Unite is the first Tuesday of August and she encourages registration.

Gustafson thanks everyone for the Ice Cream Social. The Resource Fair was a great success. He hopes to see everyone at Night to Unite.

Linehan points out that 450 pieces of ice cream were handed out and believes 300 people attended. He thanks staff for their efforts. Xcel Energy disconnected power at Community Park. He hopes to see the garden tours grow. Staff is getting ready to mail out letters for State Fair resident passes. Public Works is doing maintenance on storm drains. They are also submitting Gopher locates in order to put in temporary signs for ParkMobile during the State Fair. He is interviewing the parking ambassadors, has a great candidate pool, and the position will close soon. Getting all the other logistics in order, everything is on track for the fair. The PMP update is Falcon Woods is completed. Northome will be paved next week. Still ahead of schedule, it will be finished before August 15.

J. COMMUNITY FORUM:

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

K. ADJOURNMENT: 7:52 PM

Councilmember Wassenberg motions to adjourn;
Approved 4-0

Randall C. Gustafson, Mayor

Dated this 13th day of August, 2025

Jack Linehan, City Administrator

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PACKET: 03420 July 21 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
7/259		AMERICAN ENGINEERING TESTING I				
I-INV-270725		Materials Testing	3,095.30			
7/21/2025	APBNK	DUE: 7/21/2025 DISC: 7/21/2025		1099: N		
		Materials Testing		424 4424-92400-000	FALCON WOODS PROJECT	3,095.30
=== VENDOR TOTALS ===			3,095.30			
01-03110		CENTURY LINK				
I-202507219242		Landline Svc July	70.62			
7/21/2025	APBNK	DUE: 7/21/2025 DISC: 7/21/2025		1099: N		
		Landline Svc July		101 4141-85011-000	TELEPHONE - LANDLINE	70.62
=== VENDOR TOTALS ===			70.62			
01-05951		DS BAHR CONSTRUCTION INC				
I-202507219243		Refund Building Permit 202520	686.54			
7/21/2025	APBNK	DUE: 7/21/2025 DISC: 7/21/2025		1099: N		
		Refund Building Permit 2025205		101 32210-000	BUILDING PERMITS	686.54
=== VENDOR TOTALS ===			686.54			
01-04000		EHLERS AND ASSOCIATES				
I-102066		SAFES Authorization & Downloa	98.75			
7/21/2025	APBNK	DUE: 7/21/2025 DISC: 7/21/2025		1099: N		
		SAFES Authorization & Download		414 4414-81900-000	OTHER PROFESSIONAL SERVI	49.38
		SAFES Authorization & Download		415 4415-81900-000	OTHER PROFESSIONAL SVCS	49.37
=== VENDOR TOTALS ===			98.75			
952		MINNESOTA REAL ESTATE APPRAISA				
I-202507219244		Market Value Appraisal	3,500.00			
7/21/2025	APBNK	DUE: 7/21/2025 DISC: 7/21/2025		1099: N		
		Market Value Appraisal		401 4401-89000-000	MISCELLANEOUS	3,500.00
=== VENDOR TOTALS ===			3,500.00			
01-07299		KELLY NELSON				
I-202507219245		Reimbursement	496.63			
7/21/2025	APBNK	DUE: 7/21/2025 DISC: 7/21/2025		1099: N		
		Mileage Reimbursement		101 4112-86010-000	MILEAGE & PARKING	7.00
		Ice Cream for Ice Cream Social		101 4116-89010-000	SPECIAL EVENTS	489.63
=== VENDOR TOTALS ===			496.63			

PACKET: 03420 July 21 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
0303	ROLAND OLSON				
I-202507219246		128.00			
7/21/2025	APBNK		1099: N		
			101 21712-000	MEDICAL FLEX SAVINGS PAY	106.24
			601 21712-000	MEDICAL FLEX SAVINGS PAY	19.20
			602 21712-000	MEDICAL FLEX SAVINGS PAY	2.56
	=== VENDOR TOTALS ===	128.00			
	=== PACKET TOTALS ===	8,075.84			

PACKET: 03422 July 24 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
7/24/2025	APBNK	BITUMINOUS ROADWAYS INC				
I-202507249247		Pay Estimate #2 2025 Street	223,652.99			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Pay Estimate #2 2025 Street		424 4424-92400-000	FALCON WOODS PROJECT	157,647.51
		Pay Estimate #2 2025 Street		424 4424-92400-000	FALCON WOODS PROJECT	29,228.13
		Pay Estimate #2 2025 Street		602 4602-92060-000	2025 STREET PROJECT	22,967.20
		Pay Estimate #2 2025 Street		601 4601-92400-000	2025 STREET PROJ- FALCON	13,810.15
=== VENDOR TOTALS ===			223,652.99			
=====						
01-03103	CANON FINANCIAL SERVICES					
I-41393821		Copier Charge July	163.59			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Copier Charge July		101 4131-87010-000	CITY HALL MAINTENANCE	163.59
=== VENDOR TOTALS ===			163.59			
=====						
01-03111	CENTER FOR ENERGY AND ENVIRONM					
I-26889		Home Energy Squad Visit 4/25	50.00			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Home Energy Squad Visit 4/25		101 4117-89070-000	ENERGY AUDIT INCENTIVE	50.00
=== VENDOR TOTALS ===			50.00			
=====						
01-03117	CITY OF LITTLE CANADA					
I-202507249248		Inspections January - June	28,560.74			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Building Inspections Jan-June		101 4117-81210-000	BUILDING INSPECTORS	19,868.44
		Mechanical Inspections Jan-Jun		101 4117-81220-000	MECHANICAL INSPECTORS	6,912.30
		Plumbing Inspections Jan-Jun		101 4117-81230-000	PLUMBING INSPECTORS	1,760.00
=== VENDOR TOTALS ===			28,560.74			
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01-05004	ELECTRO WATCHMAN INC					
I-445285		Electronic Access System	18,357.50			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Electronic Access System		401 4401-90100-000	FURNITURE & EQUIPMENT	18,357.50
=== VENDOR TOTALS ===			18,357.50			

PACKET: 03422 July 24 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
05171	FRA DOR INC					
I-2507041		Mulch for City Hall	202.50			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Mulch for City Hall		101 4131-87010-000	CITY HALL MAINTENANCE	202.50
=== VENDOR TOTALS ===			202.50			
01-05119	GFOA					
I-3187482		Annual GAAP Update Meeting	150.00			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Annual GAAP Update Meeting		101 4113-86100-000	CONFERENCES/EDUCATION/AS	150.00
=== VENDOR TOTALS ===			150.00			
01-05008	HUMANA INSURANCE CO					
I-673999265		Vision Insurance August	78.21			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Vision Insurance August		101 4112-89000-000	MISCELLANEOUS	78.21
=== VENDOR TOTALS ===			78.21			
01-05856	JACK LINEHAN					
I-202507249249		Telephone Reimbursement July	60.00			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Telephone Reimbursement July		601 4601-85015-000	CELL PHONE	60.00
=== VENDOR TOTALS ===			60.00			
01-05843	MN NCPERS LIFE INSURANCE					
I-458800082025		2025 Life Insurance August	112.00			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		2025 Life Insurance August		101 21709-000	OTHER PAYABLE	77.12
		2025 Life Insurance August		204 21709-000	OTHER PAYABLE	1.60
		2025 Life Insurance August		601 21709-000	OTHER PAYABLE	24.96
		2025 Life Insurance August		602 21709-000	OTHER PAYABLE	8.32
=== VENDOR TOTALS ===			112.00			

PACKET: 03422 July 24 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
5954	ROSEVILLE AREA	YOUTH HOCKEY AS				
=====						
I-202507249250		3% Regulatory Tax Excess 2024	14,609.00			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		3% Regulatory Tax Excess 2024		202 4202-89100-000	MISC - 3% EXPENSES	14,609.00
=== VENDOR TOTALS ===			14,609.00			
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01-05953	STREETSIGNS.COM					
=====						
I-D0725-72		Signage for Northome	461.40			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Signage for Northome		101 4132-75100-000	STREET SIGNS	461.40
=== VENDOR TOTALS ===			461.40			
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01-05784	UPPER CUT TREE SERVICES					
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I-6479		Tree Services	1,825.00			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Tree Removal		101 4134-84020-000	TREE REMOVAL	1,100.00
		Tree Trimming		101 4134-84010-000	TREE TRIMMING	725.00
=== VENDOR TOTALS ===			1,825.00			
=== PACKET TOTALS ===			288,282.93			

PACKET: 03427 July 29th 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
=====						
0955	CIVICPLUS LLC					
=====						
I-343214		Website Redesign & Hosting	12,035.00			
7/29/2025	APBNK	DUE: 7/29/2025 DISC: 7/29/2025		1099: N		
		Website Redesign & Hosting		101 4116-85060-000	WEB SITE	12,035.00
=== VENDOR TOTALS ===			12,035.00			
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01-05451	MADISON NATIONAL LIFE INS CO I					
=====						
I-1708196		LTD & STD July & August	341.06			
7/29/2025	APBNK	DUE: 7/29/2025 DISC: 7/29/2025		1099: N		
		LTD & STD July & August		101 4112-89000-000	MISCELLANEOUS	341.06
=== VENDOR TOTALS ===			341.06			
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01-05252	MN DEPARTMENT OF TRANSPORTATIO					
=====						
I-P00019905		Materials Testing & Inspectio	950.67			
7/29/2025	APBNK	DUE: 7/29/2025 DISC: 7/29/2025		1099: N		
		Materials Testing & Inspection		424 4424-92400-000	FALCON WOODS PROJECT	950.67
=== VENDOR TOTALS ===			950.67			
=== PACKET TOTALS ===			13,326.73			

PACKET: 03424 July 24 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
3301	SAMS CLUB MC/SYNCB					
I-202507249251		SAMS CLUB MC/SYNCB	4,978.54			
7/24/2025	APBNK	DUE: 7/24/2025 DISC: 7/24/2025		1099: N		
		Pioneer Press		101 4116-70100-000	SUPPLIES	24.64
		Pedicab License Stickers		101 4112-70100-000	SUPPLIES	269.10
		Survey Monkey Subscription		101 4116-85040-000	VIRTUAL COMMUNICATIONS	468.00
		State Fair Hang Tag Stickers		101 4112-70100-000	SUPPLIES	17.98
		Ice Cream Social Banner		101 4116-89010-000	SPECIAL EVENTS	85.22
		City Hall Supplies		101 4131-70110-000	SUPPLIES	216.15
		State Fair Hang Tags		101 4112-70100-000	SUPPLIES	1,789.24
		Inflatables Rentals		101 4116-89010-000	SPECIAL EVENTS	261.37
		ChatGPT		101 4116-70100-000	SUPPLIES	20.00
		Compost Bags & Bins		101 4131-70110-000	SUPPLIES	177.79
		ICMA Conference Registration		101 4112-86100-000	CONFERENCES/EDUCATION/AS	890.00
		Ice Cream Social Supplies		101 4116-89010-000	SPECIAL EVENTS	39.95
		Inflatables Rentals		101 4116-89010-000	SPECIAL EVENTS	573.06
		Event Signs		101 4116-89010-000	SPECIAL EVENTS	114.04
		Temp Food License		101 4116-89010-000	SPECIAL EVENTS	32.00
		=== VENDOR TOTALS ===	4,978.54			
		=== PACKET TOTALS ===	4,978.54			

PACKET: 03429 AUG 4 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-0228 CITY OF ST ANTHONY

I-202508049253		POLICE SVCS/BACK 50/STREET MA	8,383.88			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		POLICE SVCS/BACK 50/STREET MAC		101 4122-81000-000	POLICE SERVICES	8,383.88
=== VENDOR TOTALS ===			8,383.88			

01-05933 ESCH CONSTRUCTION SUPPLY, INC

I-INV87543		FILTERS DIAGNOSTIC FEE	49.95			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		FILTERS DIAGNOSTIC FEE		403 4403-91000-000	MACHINERY & EQUIPMENT	49.95
=== VENDOR TOTALS ===			49.95			

01-05153 HOME DEPOT CREDIT SERVICES

I-202508049254		WEED WHIP HEADS/PARKING STAKE	209.45			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		WOOD STAKES FOR ST FAIR PARKIN		101 4141-87120-000	FACILITIES & GROUND MAIN	39.60
		WEED WHIP HEADS		101 4131-87010-000	CITY HALL MAINTENANCE	169.85
=== VENDOR TOTALS ===			209.45			

01-05884 HANNAH LYNCH

I-202508049256		CODE ENFORCEMENT/MEETINGS	76.30			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		CODE ENFORCEMENT		101 4117-86100-000	CONFERENCES/EDUCATION/AS	22.40
		GREEN CORPS/GARDEN TOUR/ENERGY		101 4137-86010-000	MILEAGE	53.90
=== VENDOR TOTALS ===			76.30			

01-05582 MENARDS

I-202508049255		LIGHTING AND TENT SET UP PART	44.53			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		LIGHTING AND TENT SET UP PARTS		101 4131-70110-000	SUPPLIES	44.53
=== VENDOR TOTALS ===			44.53			

01-05665 METROPOLITAN COUNCIL

I-1191131		SEPTEMBER WASTE WATER SVC	61,055.44			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		SEPTEMBER WASTE WATER SVC		601 4601-85060-000	METRO SEWER CHARGES	61,055.44
=== VENDOR TOTALS ===			61,055.44			

8/04/2025 3:27 PM
 PACKET: 03429 AUG-4 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register
 A/P Regular Open Item

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0141	SHI	INTERNATIONAL GROUP				
I-B20072525		ADOBE INDESIGN PRO	100.50			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		ADOBE INDESIGN PRO		101 4112-70100-000	SUPPLIES	100.50
		=== VENDOR TOTALS ===	100.50			
01-07430	TREE	TRUST				
I-250700		39 TREES 2025 SALE FOR RESIDE	7,000.00			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		39 TREES 2025 SALE FOR RESIDEN		101 4134-88800-000	UMN GOOD NEIGHBOR GRANT	7,000.00
		=== VENDOR TOTALS ===	7,000.00			
01-05870	XCEL	ENERGY				
I-936905786		ELECT	12.16			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		ELECT		101 4121-85020-000	ELECTRIC	12.16
I-936908044		ELECT	34.09			
8/04/2025	APBNK	DUE: 8/04/2025 DISC: 8/04/2025		1099: N		
		ELECT		101 4141-85020-000	ELECTRIC/GAS	34.09
		=== VENDOR TOTALS ===	46.25			
		=== PACKET TOTALS ===	76,966.30			

PACKET: 03431 AUGUST 6 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00028	ALLSTREAM					
I-21691447		EMERG LANDLINE 7/23 TO 8/22	168.19			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		EMERG LANDLINE 7/23 TO 8/22		101 4116-85010-000	TELEPHONE	168.19
		=== VENDOR TOTALS ===	168.19			
01-03117	CITY OF LITTLE CANADA					
I-202508069257		2ND QTR BLD INSPECTOR MILEAGE	494.69			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		2ND QTR BLD INSPECTOR MILEAGE		101 4117-81210-000	BUILDING INSPECTORS	494.69
		=== VENDOR TOTALS ===	494.69			
01-06290	CITY OF ROSEVILLE					
I-242442		ENGINEERING JUNE	17,966.64			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		GENERAL ENG JUNE		101 4133-80100-000	ENGINEERING SERVICES	72.86
		ENG CRACK SEALING GROVE		419 4419-80100-000	ENGINEERING	17,066.36
		ENG JUNE SEWER LINING PROJ		601 4601-80100-000	ENGINEERING	406.75
		ENG JUNE CRACK SEALING		419 4419-80100-000	ENGINEERING	420.67
		=== VENDOR TOTALS ===	17,966.64			
01-05115	GOPHER STATE ONE CALL					
I-5070390		LOCATES JULY	187.65			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		LOCATES JULY		601 4601-88030-000	LOCATES	187.65
		=== VENDOR TOTALS ===	187.65			
01-05509	LEAGUE OF MN CITIES					
I-17381		MEMBER LEARN COURSE	15.00			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		MEMBER LEARN COURSE		101 4112-86100-000	CONFERENCES/EDUCATION/AS	15.00
		=== VENDOR TOTALS ===	15.00			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0440		LOFFLER COMPANIES, INC				
I-5086958		COPIER CHRG OVERAGE JULY	238.62			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		COPIER CHRG OVERAGE JULY		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	238.62
		=== VENDOR TOTALS ===	238.62			
=====						
01-05252		MN DEPARTMENT OF TRANSPORTATIO				
I-P00020276		CONCRETE AND BITUMINOUS PLANT	372.95			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		CONCRETE AND BITUMINOUS PLANT		424 4424-92400-000	FALCON WOODS PROJECT	372.95
		=== VENDOR TOTALS ===	372.95			
=====						
01-05973		NORTH SUBURBAN COMMUNICATIONS				
I-2025-521		2025 COOPERATIVE SVC APR-JUN	2,943.85			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		2025 COOPERATIVE SVC APR-JUN		101 4116-85050-000	CABLE TV	2,943.85
		=== VENDOR TOTALS ===	2,943.85			
=====						
01-04420		SIGN SOLUTIONS USA LLC				
I-418544		POSTS FOR PARK MOBILE SIGNAGE	1,922.92			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		POSTS FOR PARK MOBILE SIGNAGE		211 4211-70100-000	SUPPLIES	1,922.92
		=== VENDOR TOTALS ===	1,922.92			
=====						
01-0374		TENNIS SANITATION LLC				
I-4389701		TENNIS SANITATION LLC	73.16			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		TENNIS SANITATION LLC		101 4131-87010-000	CITY HALL MAINTENANCE	73.16
		=== VENDOR TOTALS ===	73.16			
=====						
I-5364861		RECYCLING JULY	10,563.00			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		RECYCLING JULY		206 4206-82030-000	RECYCLING CONTRACTS	10,563.00
		=== VENDOR TOTALS ===	10,636.16			

PACKET: 03431 AUGUST 6 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0432		TOFT'S OUTDOOR SUPPLY				

I-7864		BRUSH/TREE DISPOSALS	265.00			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		BRUSH/TREE DISPOSALS		101 4134-84010-000	TREE TRIMMING	265.00
=== VENDOR TOTALS ===			265.00			
=====						
01-05870		XCEL ENERGY				

I-938243754		ELECT	13.85			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	13.85

I-938263413		ELECT	7.09			
8/06/2025	APBNK	DUE: 8/06/2025 DISC: 8/06/2025		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	7.09
=== VENDOR TOTALS ===			20.94			
=== PACKET TOTALS ===			35,232.61			

PACKET: 03433 AUG 7 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
01-0228		CITY OF ST ANTHONY				
I-4605		JULY POLICE SVCS	115,721.58			
8/07/2025	APBNK	DUE: 8/07/2025 DISC: 8/07/2025		1099: N		
		JULY POLICE SVCS		101 4122-81000-000	POLICE SERVICES	115,721.58
		=== VENDOR TOTALS ===	115,721.58			
01-05886		KELLY & LEMMONS P.A.				
I-65918		JULY PROSECUTIONS	2,500.00			
8/07/2025	APBNK	DUE: 8/07/2025 DISC: 8/07/2025		1099: Y		
		JULY PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
01-06768		MUSKA ELECTRIC				
I-69021		WELDING EXTENSION CORD	450.14			
8/07/2025	APBNK	DUE: 8/07/2025 DISC: 8/07/2025		1099: N		
		WELDING EXTENSION CORD		101 4131-70110-000	SUPPLIES	450.14
		=== VENDOR TOTALS ===	450.14			
		=== PACKET TOTALS ===	118,671.72			

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

PAY PERIOD ENDING

7/27/2025

DIRECT DEPOSIT EFFECTIVE DATE

7/29/2025

EMP #	NAME	AMOUNT
()022	RANDALL C GUSTAFSON	293.07
01-0023	MELANIE M LEEHY	262.05
01-0027	ERIC G MEYER	262.05
01-0028	JAMES J WASSENBERG	262.05
01-0029	PAULA MIELKE	262.05
01-1006	JACK LINEHAN	2,778.47
01-1027	KELLY A NELSON	2,684.70
01-1029	ELKE JOHNSON	1,771.60
01-1136	ROLAND O OLSON	3,143.63
01-1162	ALYSSA LANDBERG	2,592.11
01-1028	HANNAH B LYNCH	3,330.66
01-1168	DEAN T POPE	1,718.09
01-1033	DAVE TRETSEVEN	1,970.93
01-1143	COLIN B CALLAHAN	2,895.02

TOTAL PRINTED: 14 24,226.48

7-29-2025 6:43 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 7/29/2025

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1184	NEIS, ADRIAN J	R	7/29/2025	200.99	094380
1	SIMONS, DAVID S	R	7/29/2025	1,750.65	094381

7-29-2025 6:43 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 7/29/2025

*** REGISTER TOTALS ***

REGULAR CHECKS:	2	1,951.64
DIRECT DEPOSIT REGULAR CHECKS:	14	24,226.48
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	16	26,178.12

*** NO ERRORS FOUND ***

** END OF REPORT **

WIRE PAYMENTS

	July 29 payroll
Fed With	9,728.75
St With	1,882.79
Pera	5,349.91
ICMA	<u>200.00</u>
	17,161.45

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2025
Agenda Item	Consent G2
Attachment	Grant Application, Award Letter, Resolution 25-77, Contract Agreement
Submitted By	Kelly Nelson Administrative Services Director / Deputy Clerk

Item	Contract approval for grant funds through Active Living Ramsey Communities - Be Active! Be Green! Bench Initiative
Description	The City of Falcon Heights recently submitted a grant application to Active Living Ramsey Communities to apply for park benches as part of their Be Active! Be Green! Bench Initiative. The park benches would help create areas of seating in a loop around Grove Park.
Budget Impact	The total grant request was for 3 park benches at Grove Park. In exchange, the City must supply ADA concrete pads under the park benches and provide maintenance for the next twenty years.
Attachment(s)	<ul style="list-style-type: none"> • Grant Application • Award Letter • Resolution 25-77 • Contract Agreement
Action(s) Requested	Staff recommend approval of attached contract agreement to receive a total of 3 park benches through the Be Active! Be Green! Bench Initiative.

Attachment B

Name of sponsoring organization: City of Falcon Heights

Contact person: Kelly Nelson

Department and job title: Director of Administrative Services / Deputy Clerk

Phone number: (651) 792-7617

Email address: kelly.nelson@falconheights.org

Name of bench route: Grove Park

Detailed description of bench route: Grove Park is an approximately two-acre park located at 1600 Coffman Street in Falcon Heights. The three requested benches would be placed around the perimeter of the walking trail/park area and various park amenities. If you picture a horseshoe shape, a bench would be placed at either side and one near the top of the "U."

Describe need for benches on route.: Grove Park is nestled between a 55+ condominium building and single-family homes near the University of Minnesota campus. The park is the primary green space for this neighborhood's children and seniors, with seniors playing pickleball in the park each morning and neighborhood kids enjoying the playground. I want to be upfront that the City of Falcon Heights does not technically own the park, but has had a longstanding lease agreement (several decades old) with the University of Minnesota to care for the land and to "improve, maintain, and operate a playground facility, including a softball field, play equipment area and outdoor skating facility during winter months." While the City of Falcon Heights does not foresee either party terminating this lease agreement, in the unlikely event this could happen during the 20-year period of maintaining any awarded park benches, then the City would work with Ramsey County to relocate the benches at that time to another area that still benefits the residents.

Number of benches: 3

Bench type: Victoria Series



Att

Coffman Condominiums

Attachment B

Revised bench placement


Coffman Street

Be Active! Be Green! Bench Route at The Grove Park

From Bernardy, Connie <Connie.Bernardy@CO.RAMSEY.MN.US>

Date Mon 7/28/2025 5:32 PM

To Kelly Nelson <kelly.nelson@falconheights.org>

 3 attachments (337 KB)

Attachment A Falcon Heights Grove Park.pdf; Be Active! Be Green! Bench Initiative Agreement for City of Falcon Heights Signature.pdf; Falcon Heights Grove Park Bench Application B.docx;


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

Dear Kelly Nelson and Falcon Heights,

Congratulation on your award of three benches for your Be Active! Be Green! Bench Route at The Grove Park.

Attached is the Be Active! Be Green! Green Bench Agreement for the City of Falcon Heights' Signature. Please attach Attachments A and B when routing for signature. Once we have all the grantees signed agreements, we can order the benches. Do you need to bring it to the City Council? If so, what date can you have it approved? We are hoping to get the agreement back as soon as possible in August.

Please call if you have any questions. I look forward to hearing back from you.

Connie Bernardy
Active Living Ramsey Communities Director
Ramsey County Public Works
Office: 651-266-7181
Mobile: 612-518-0006
 connie.bernardy@co.ramsey.mn.us
activelivingramseycommunities.org
(she, her, hers)

Active Living Ramsey Communities Mission

Active Living Ramsey Communities improves health through community engagement.

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

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 13, 2025

No. 25-77

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

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

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

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

WHEREAS, the City of Falcon Heights desires to implement a bench route within Grove Park; and

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

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

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

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

ADOPTED by the Falcon Heights City Council this 13th day of August, 2025.

Moved by:

Approved by: _____

Randall Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
MIELKE
WASSENBERG

Attested by: _____

Jack Linehan
City Administrator

Be Active! Be Green! Bench Agreement

This agreement dated _____, 2025 is between the County of Ramsey (“COUNTY”) and City of Falcon Heights (“GRANTEE”).

RECITALS

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

AGREEMENT

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

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

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

OTHER TERMS:

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

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

RAMSEY COUNTY

GRANTEE

By: _____

By: _____

Ling Becker, County Manager

Print Name: _____

Date: _____

Date: _____

Approval Recommended:

Brian Isaacson, Director

Ramsey County Public Works

Approved as to form:

Assistant County Attorney

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2025
Agenda Item	Consent G3
Attachment	Pay Estimate #3
Submitted By	Erik Henricksen, City Engineer

Item	Request approval of Pay Estimate #3 for the 2025 Pavement Management Project.
Description	<p>Pay Estimate #3 is attached for the work on the 2025 Pavement Management Project. Pay Estimate #2 is in the amount of \$362,131.64 and includes the following work:</p> <ul style="list-style-type: none"> • Soil corrections • Restoration • Utility Work • Paving <p>The project engineer and contractor have reviewed and approved the estimate, and it is submitted for Council approval. With this pay estimate, the total amount paid to date on this project is \$1,120,952.13 or 93.37% (not including 5% retainage) of the original contract price.</p>
Budget Impact	<p>This project has the following financial implications for the City and property owners along the streets under this maintenance project:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. • Expenditure of storm, water, and sanitary sewer fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	Pay Estimate #3
Action(s) Requested	Motion to approve Pay Estimate #3 for the 2025 Pavement Management Project.



Contract Number: FH25-01
Pay Request Number: 3

Project Number	Project Description
FH25-01	Falcon Heights 2025 Pavement Management Project

Contractor: Bituminous Roadways, Inc. 1520 Commerce Drive Mendota Heights, MN 55120	Vendor Number: Up To Date: 08/01/2025
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$1,236,579.00	Original	\$1,236,579.00
Contract Changes	\$27,130.00	Additional	N/A
Revised Contract	\$1,263,709.00	Total	\$1,236,579.00

Work Certified To Date	
Base Bid Items	\$1,179,949.61
Change Order Items	\$0.00
Material On Hand	\$0.00
Total	\$1,179,949.61

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$381,191.20	\$1,179,949.61	\$58,997.48	\$758,820.49	\$362,131.64	\$1,120,952.13
Percent: Retained: 5%			Percent Complete: 93.37%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:
Erik Henricksen

 Project Engineer
08/01/2025

 Date

Approved By:
Pam Hague

 Contractor
08/01/2025

 Date

Approved By
 [3#first_name#6] [3#last_name#7]

 Project Owner
 [3#obtained#8]

 Date



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-06-05	\$563,334.21	\$28,166.71	\$535,167.50
2	2025-07-03	\$235,424.20	\$11,771.21	\$223,652.99
3	2025-08-01	\$381,191.20	\$19,059.56	\$362,131.64

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
1-Falcon Woods	1	\$435,673.30	\$21,783.67	\$294,858.05	\$119,031.58	\$413,889.63
2 Northome	2	\$608,574.81	\$30,428.74	\$353,274.14	\$224,871.93	\$578,146.07
Sanitary Sewer		\$34,063.00	\$1,703.15	\$17,231.10	\$15,128.75	\$32,359.85
Storm Sewer	3	\$97,738.50	\$4,886.92	\$89,752.20	\$3,099.38	\$92,851.58
Water main - SPRWS		\$3,900.00	\$195.00	\$3,705.00	\$0.00	\$3,705.00

Pay request ASAP

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Municipal (MSAS > 5000) - Falcon Heights	\$119,031.58	\$514,295.00	\$514,295.00	\$413,889.63
2	Municipal (MSAS > 5000) - Falcon Heights	\$224,871.93	\$543,838.50	\$543,838.50	\$578,146.07
3	Local - Storm Sewer - Falcon Heights	\$3,099.38	\$129,118.50	\$101,988.50	\$92,851.58
4	Sanitary Sewer - Falcon Heights	\$15,128.75	\$57,857.00	\$57,857.00	\$32,359.85
5	Water Utility Fund	\$0.00	\$18,600.00	\$18,600.00	\$3,705.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH25-01	1	2021.501	MOBILIZATION	L S	\$55,000.00	1	0	\$0.00	1	\$55,000.00
FH25-01	2	2104.502	REMOVE FLARED END SECTION	EACH	\$250.00	5	0	\$0.00	4	\$1,000.00
FH25-01	3	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$250.00	4	0	\$0.00	4	\$1,000.00
FH25-01	4	2104.502	REMOVE CASTING	EACH	\$100.00	27	0	\$0.00	27	\$2,700.00



Contract Item Status											
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
FH25-01	5	2104.502	SALVAGE CASTING	EACH	\$81.00	23	0	\$0.00	23	\$1,863.00	
FH25-01	6	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.00	150	0	\$0.00	0	\$0.00	
FH25-01	7	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.00	300	0	\$0.00	666	\$1,332.00	
FH25-01	8	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$15.00	32	0	\$0.00	28	\$420.00	
FH25-01	9	2104.503	SALVAGE WOOD RAIL FENCE	L F	\$25.00	25	0	\$0.00	25	\$625.00	
FH25-01	10	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$15.00	140	0	\$0.00	70.8	\$1,062.00	
FH25-01	11	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$10.00	240	979.3	\$9,793.00	1264.4	\$12,644.00	
FH25-01	12	2104.603	REMOVE CONCRETE CURB	L F	\$7.00	5300	23	\$161.00	6295	\$44,065.00	
FH25-01	13	2106.507	EXCAVATION - COMMON	C Y	\$25.00	130	0	\$0.00	265	\$6,625.00	
FH25-01	14	2106.507	EXCAVATION - SUBGRADE	C Y	\$25.00	100	426	\$10,650.00	426	\$10,650.00	
FH25-01	15	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$20.00	100	0	\$0.00	0	\$0.00	
FH25-01	16	2123.61	STREET SWEEPER	HOOR	\$150.00	50	34.03	\$5,104.50	55	\$8,250.00	
FH25-01	17	2130.523	WATER	MGAL	\$50.00	10	0	\$0.00	0	\$0.00	
FH25-01	18	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$40.00	70	426	\$17,040.00	426	\$17,040.00	



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH25-01	19	2215.504	FULL DEPTH RECLAMATION	S Y	\$2.00	33700	0	\$0.00	32725.6	\$65,451.20
FH25-01	20	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	C Y	\$5.50	3580	0	\$0.00	1998	\$10,989.00
FH25-01	21	2231.604	BITUMINOUS PATCHING MIXTURE	S Y	\$40.00	100	1211.8	\$48,472.00	1381.2	\$55,248.00
FH25-01	22	2232.504	EDGE MILL BITUMINOUS SURFACE	S Y	\$10.00	100	22	\$220.00	22	\$220.00
FH25-01	23	2232.504	MILL BITUMINOUS SURFACE (1.5")	S Y	\$3.00	580	0	\$0.00	539	\$1,617.00
FH25-01	24	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.00	1740	1550	\$1,550.00	1550	\$1,550.00
FH25-01	25	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	\$105.00	40	0	\$0.00	0	\$0.00
FH25-01	26	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$87.50	3200	3020	\$264,250.00	3020	\$264,250.00
FH25-01	27	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$71.50	4260	0	\$0.00	3691.14	\$263,916.51
FH25-01	28	2433.603	SAW AND SEAL JOINT	L F	\$3.00	6750	0	\$0.00	0	\$0.00
FH25-01	29	2501.502	18" RC PIPE APRON	EACH	\$1,650.00	3	0	\$0.00	2	\$3,300.00
FH25-01	30	2501.502	24" RC PIPE APRON	EACH	\$1,850.00	2	0	\$0.00	2	\$3,700.00
FH25-01	31	2503.503	18" RC PIPE SEWER CLASS III	L F	\$125.00	16	0	\$0.00	24	\$3,000.00
FH25-01	32	2503.503	24" RC PIPE SEWER CLASS III	L F	\$140.00	16	0	\$0.00	0	\$0.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH25-01	33	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,250.00	4	0	\$0.00	4	\$5,000.00
FH25-01	34	2503.602	INSPECTION HOLE	EACH	\$2,500.00	2	0	\$0.00	0	\$0.00
FH25-01	35	2504.602	REPAIR VALVE BOX	EACH	\$750.00	3	0	\$0.00	0	\$0.00
FH25-01	36	2504.602	SALVAGE GATE VALVE AND BOX	EACH	\$80.00	29	0	\$0.00	23	\$1,840.00
FH25-01	37	2504.602	VALVE BOX	EACH	\$4,000.00	3	0	\$0.00	0	\$0.00
FH25-01	38	2504.602	ADJUST GATE VALVE AND BOX	EACH	\$300.00	29	6	\$1,800.00	23	\$6,900.00
FH25-01	39	2506.502	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$150.00	2	0	\$0.00	0	\$0.00
FH25-01	40	2506.502	INSTALL CASTING	EACH	\$750.00	50	0	\$0.00	4	\$3,000.00
FH25-01	41	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	L F	\$850.00	8	0	\$0.00	8	\$6,800.00
FH25-01	42	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	L F	\$1,400.00	20	0	\$0.00	20	\$28,000.00
FH25-01	43	2506.602	ADJUST FRAME AND RING CASTING	EACH	\$500.00	23	11	\$5,500.00	33	\$16,500.00
FH25-01	44	2506.602001	MANHOLE CASTING R-3067 VB	EACH	\$700.00	4	0	\$0.00	4	\$2,800.00
FH25-01	45	2506.602	MANHOLE CASTING R-1733	EACH	\$500.00	13	16	\$8,000.00	21	\$10,500.00
FH25-01	46	2506.602	MANHOLE CASTING R-3067V	EACH	\$700.00	10	0	\$0.00	11	\$7,700.00



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH25-01	47	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	\$700.00	5	0	\$0.00	0	\$0.00
FH25-01	48	2506.602	VALVE BOX CLEANOUT	EACH	\$150.00	29	0	\$0.00	26	\$3,900.00
FH25-01	49	2511.504	GEOTEXTILE FILTER TYPE 3	S Y	\$2.00	100	0	\$0.00	60	\$120.00
FH25-01	50	2511.607	RANDOM RIPRAP CLASS III - GRANITE	C Y	\$105.00	40	0	\$0.00	23	\$2,415.00
FH25-01	51	2521.518/0040	4" CONCRETE WALK	S F	\$9.00	600	0	\$0.00	572.5	\$5,152.50
FH25-01	52	2521.518	6" CONCRETE WALK	S F	\$14.00	650	0	\$0.00	347.85	\$4,869.90
FH25-01	53	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	\$30.00	3700	0	\$0.00	4864	\$145,920.00
FH25-01	54	2531.503	CONCRETE CURB AND GUTTER DESIGN D418	L F	\$30.00	1620	0	\$0.00	1408	\$42,240.00
FH25-01	55	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$80.00	40	2.6	\$208.00	8	\$640.00
FH25-01	56	2531.603	UPCHARGE FOR HIGH EARLY CONCRETE CURB AND GUTTER	L F	\$3.00	100	0	\$0.00	24	\$72.00
FH25-01	57	2531.604	UPCHARGE FOR HIGH EARLY CONCRETE 6" DRIVEWAY PAVEMENT	S Y	\$9.00	40	0	\$0.00	0	\$0.00
FH25-01	58	2531.604	8" CONCRETE VALLEY GUTTER	S Y	\$125.00	10	0	\$0.00	23	\$2,875.00
FH25-01	59	2531.618	TRUNCATED RADIUS DOMES	S F	\$65.00	32	0	\$0.00	0	\$0.00



Contract Item Status											
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
FH25-01	60	2531.618	TRUNCATED DOMES	S F	\$65.00	30	0	\$0.00	62	\$4,030.00	
FH25-01	61	2540.602	INSTALL TEMPORARY MAILBOXES	EACH	\$50.00	85	0	\$0.00	85	\$4,250.00	
FH25-01	62	2557.603	INSTALL WOOD RAIL FENCE	L F	\$35.00	25	0	\$0.00	0	\$0.00	
FH25-01	63	2563.601	TRAFFIC CONTROL	L S	\$10,000.00	1	0.25	\$2,500.00	0.75	\$7,500.00	
FH25-01	64	2573.501	EROSION CONTROL SUPERVISOR	L S	\$6,750.00	1	0.25	\$1,687.50	0.75	\$5,062.50	
FH25-01	66	2573.502	INLET PROTECTION TYPE B	EACH	\$150.00	46	0	\$0.00	46	\$6,900.00	
FH25-01	67	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.25	100	0	\$0.00	100	\$325.00	
FH25-01	69	2575.6040001	TURF ESTABLISHMENT WITH HYDROSEED	S Y	\$9.00	3600	472.8	\$4,255.20	1311	\$11,799.00	
FH25-01	70	2575.604	TURF ESTABLISHMENT WITH BLANKET	S Y	\$8.50	200	0	\$0.00	626	\$5,321.00	
FH25-01	71	2582.503	4" SOLID LINE MULTI-COMPONENT	L F	\$1.75	72	0	\$0.00	0	\$0.00	
FH25-01	72	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT	S F	\$17.50	10	0	\$0.00	0	\$0.00	
Base Bid Totals:								\$381,191.20		\$1,179,949.61	

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
FH25-01	BASE BID	\$381,191.20	\$1,179,949.61



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH25-01	CO	1	73	2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 3	EACH	\$27,130.00	1	0	\$0.00	0	\$0.00
Contract Change Totals:										\$0.00		\$0.00

Contract Total	\$1,179,949.61
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	FH25-01 Change Order #1	\$0.00	\$0.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	August 13, 2025
Agenda Item	G4
Attachment(s)	401(A) Plan
Submitted By	Jack Linehan, City Administrator

Item	Approval of MissionSquare 401(a) Executive Plan
Description	<p>MissionSquare, formerly ICMA-RC, is the City’s retirement savings plan. The City currently offers a 457 plan to all employees that wish to save for retirement pre-tax. A 457 plan has an annual limit of approximately \$31,000 of contributions. Beyond this, MissionSquare offers a 401(a) plan to executive level employees whose retirement and other pensionable income becomes capped.</p> <p>To create an option for retiring executive level employees wishing to have their sick and vacation payout invested in a retirement fund beyond the 457 contributions, the City can adopt a 401(a) plan from MissionSquare as well. The plan does need to be offered only to employees deemed as executive by the organization, which we have defined as department heads. There are minimal costs for the plan, primarily paid by the employee investing.</p>
Budget Impact	Funds are available for this plan.
Attachment(s)	<ul style="list-style-type: none"> • MissionSquare Retirement Governmental Profit Sharing Adoption Agreement
Action(s) Requested	Authorize the City Administrator to approve the MissionSquare 401(a) Plan

ICMA Retirement Corporation
doing business as

**MissionSquare Retirement
Governmental
Profit Sharing Plan
Adoption Agreement**

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Profit Sharing Plan Adoption Agreement

Plan Number: 100512

The Employer hereby establishes a Profit Sharing Plan to be known as City of Falcon Heights 401(a) Plan
_____ (the "Plan") in the form of the MissionSquare Retirement Governmental Profit Sharing Plan.

New Plan or Amendment and Restatement (Check One):

Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution profit sharing plan. Please specify the name of the defined contribution profit sharing plan which this Plan hereby amends and restates:

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: 07/01/2025

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: City of Falcon Heights

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

January 1 – December 31 (**Default**)

The 12 month period ending _____
Month Day

IV. Normal Retirement Age shall be age 62 (not to exceed age 65).

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name. Specific positions are acceptable.) Department Heads

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. Note: As stated in Sections 4.09 and 4.10, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (“N/A” is the default provision under the Plan if no selection is made.)

Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

Yes. Age _____ (not to exceed age 21).

N/A – No minimum age applies (“N/A” is the default provision under the Plan if no selection is made.)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows (Choose all that apply):

Fixed Employer Contributions With or Without Mandatory Participant Contributions.

(If Option B is chosen, please complete section C.)

A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant _____ % of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹.

Yes No (***"Yes" is the default provision under the Plan if no selection is made.***)

C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar-days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

Discretionary Employer Contributions

The Employer will determine the amount of Employer Contributions to be made to the Plan for each Plan Year. The amount of Employer Contributions to be allocated to the Account of each Participant will be based on the ratio for the Plan Year that such Participant's Earnings bears to the Earnings of all Participants eligible for such contributions.

Fixed Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.2 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.2 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less.

Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

2. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.07 and Article V of the Plan

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

3. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [] Biweekly [] Monthly [X] Annually in Accrued Sick and Vacation pay Upon retirement _____ (*specify month*)

4. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

[] Yes [X] No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

VII. CASH OR DEFERRED ARRANGEMENT UNDER SECTION 401(K)

(Please note this is only applicable to certain grandfathered 401(k) plans.)

- 1. This Plan will include a cash or deferred arrangement allowing for Elective Deferrals under section 401(k) of the Code:²

Yes No (“No” is the default provision under the Plan if no selection is made.)

(If “no” is selected, skip to section VIII.)

Each Participant may elect to make Elective Deferrals, not to exceed _____% of Earnings for the Plan Year, subject to the limitations of Article V of the Plan.

The provisions of the cash or deferred arrangement (the “401(k) feature”) may be made effective as of the first day of the Plan Year in which the 401(k) feature is adopted. However, under no circumstances may a salary reduction agreement or other deferral mechanism be adopted retroactively.

- 2. The Employer will match Elective Deferrals:

Yes No (“No” is the default provision under the Plan if no selection is made.)

The Employer will contribute as follows (choose one, if applicable):

Employer Percentage Match of Elective Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Elective Deferrals made on behalf of the Participant for the Plan Year (not including Elective Deferrals exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the Elective Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less.

Employer Dollar Match of Elective Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year (not including Elective Deferrals exceeding _____ % of Earnings or \$ _____);

PLUS \$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Elective Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Elective Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is more or less.

² Under current law, the cash or deferred arrangement option under section 401(k) of the Code is not available to an employer that is a State or local government or political subdivision thereof, or any agency or instrumentality thereof, unless that employer adopted a cash or deferred arrangement before May 6, 1986.

3. The Employer will permit Elective Deferrals and Catch-up Contributions elections to be made during the annual election window of _____ days (at least 30 calendar days). The election window will run from _____ to _____ (insert annual time frame for the election window or multiple time periods) and will not apply retroactively.
4. **Roth Provisions.** As provided in Section 20.03, Participants are permitted to make Roth Elective Deferrals from compensation in the amount or percentage specified in a salary reduction agreement:
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)

VIII. Earnings

Earnings, as defined under Section 2.10 of the Plan, shall include:

1. Overtime
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)
2. Bonuses
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)
3. Other Pay (specifically describe any other types of pay to be included below)
N/A

IX. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.14 of the Plan:
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)
2. The Plan will accept a direct rollover contribution to a Designated Roth Account as permitted in Section 20.05(b) (*401(k) plans with Roth feature only*)
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)
3. The Plan will allow In-Plan Roth Conversions as provided in Section 20.06 (401(k) plans with Roth feature only):
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

X. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.04 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.04(a) through (e) of the Plan will apply, unless another method has been indicated below.

Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: January 1st - December 31st

XI. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. *(For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)*

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	100%
Two	100%
Three	100%
Four	100%
Five	100%
Six	100%
Seven	100%
Eight	100%
Nine	100%
Ten	100%

XII. WITHDRAWALS AND LOANS

1. Qualified reservist distributions are available under the Plan(*401(k) plans only*):
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

2. In-service distributions are permitted under the Plan, as provided in Section 9.08, after a Participant attains age (select one of the below options):
 59 ½
 70 ½ (*“70 ½” is the default provision under the Plan if no selection is made.*)
 Not permitted at any age

3. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

4. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)

5. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.09
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)

6. The Plan will provide the following with respect to loans:
 - a. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)

 - b. Designated Roth Accounts will be available as a source for loans under the Plan (401(k) plans with Roth feature only):
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)

7. (401(k) plans only) Hardship withdrawals are permitted under the Plan as provided in Section 9.07 but only if specifically elected by the Employer.
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)
 If selected, hardship distributions will be available for the following Accounts:
 - a. Employer Contribution Account (Nonforfeitable Interest):
 Yes No (*“No” is the default provision under the Plan if no selection is made.*)

 - b. Participant Elective Deferral Account (not including earnings thereon accrued after December 31, 1988):
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

 - c. The determination of any deemed immediate and heavy financial need will be expanded to include any immediate and heavy financial need of the Participant's Primary Beneficiary, as provided in Section 9.07(b)(3):
 Yes No (*“Yes” is the default provision under the Plan if no selection is made.*)

XIII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (**"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.**)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIV. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.
- 2. Other: _____
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):

1. Employer Final Pay Contribution. The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

2. Employee Designated Final Pay Contribution. Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

2. Other: _____
(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

1. Employer Accrued Leave Contribution. The Employer shall contribute as follows (choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____ % of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. Employee Designated Accrued Leave Contribution

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to _____% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XVI. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVII. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Corporation Governmental Profit Sharing Plan. This MissionSquare Retirement Corporation Governmental Profit Sharing Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on 12/31/2018, and received approval on 6/30/2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVIII. The Employer hereby appoints the MissionSquare Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the MissionSquare Retirement Corporation Governmental Profit Sharing Plan.

The Employer hereby agrees to the provisions of the Plan.

XIX. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Profit Sharing Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: Jack Linehan

Print Name: Jack Linehan

Title: City Administrator

Attest: _____

Date: 8/5/2025 / _____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304



SECURE ACT 2.0 and 1.0 Election Form

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

I. SECURE 2.0 and Related Provisions

A. Roth Provisions (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

Note: While the ability to adopt Roth is not a SECURE 2.0 provision, if you wish to allow participants to make age-based catch-up contributions after 2025 in your 401(k), 457(b), or 403(b) plans, you must adopt a Roth Contribution provision. **If you allow age-50 catch-up contributions and your plan currently does not offer Roth contributions**, check below to add the Roth Contribution provision and indicate whether you will permit in-plan Roth conversions and whether Roth amounts will be available for participant loans.

Add Roth Contributions

The plan will permit in-plan Roth Conversions.

Yes (Default) No

The Roth account will be an available source for loans.

Yes No or N/A (Default)

Note: To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

B. Eliminate the “first date of the month” rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer’s general assets, rather than the first pay period of the following month.

Yes No (“No” is the default provision under the Plan if no selection is made.)

C. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

Yes No (“No” is the default provision under the Plan if no selection is made.)

Note: To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

2 | SECURE ACT 2.0 and 1.0 Election Form**D. Distribution for victims of domestic abuse (Available in 457(b), 403(b), 401(a) Profit Sharing Plans that have not made a "QJSA Election")**

The plan will permit participants to receive, upon written request, a distribution of up to the lesser of \$10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No ("No" is the default provision under the Plan if no selection is made.)

If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).

E. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the immediately following three (3) calendar years unless the amount of withdrawal is repaid, or equivalent contributions are made to the plan.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No ("No" is the default provision under the Plan if no selection is made.)

If "Yes" is selected, \$1,000 withdrawal for certain emergency expenses may be distributed on or after: _____
(insert a date no earlier than 01/01/2025).

F. Self-certification for hardship withdrawals (Available in 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

Yes No ("No" is the default provision under the Plan if no selection is made.)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

(continued)

3 | SECURE ACT 2.0 and 1.0 Election Form**G. Self-certification unforeseeable emergency withdrawals (Available in 457(b) Plans)**

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

The distribution will be processed without plan sponsor approval. If you as the plan sponsor wish to approve each request, check this box .

If the box is checked, the plan sponsor will be required to approve each request.

H. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified individual with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here:

<https://www.fema.gov/disaster/declarations>

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over 3 years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

I. Age 60-63 "Super Catch-up" (Available in 457(b), 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)

Starting January 1, 2025, participants who attain age 60-63 can contribute \$11,250. Note that this provision will be automatically integrated into the applicable plans in starting 2026. To adopt this for 2025, please check yes below.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

(continued)

4 | SECURE ACT 2.0 and 1.0 Election Form

II. SECURE 1.0 and Related Provisions**J. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans) The Plan will permit in-service withdrawals at age 59.5**

Note: Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan submitting a revised Adoption Agreement.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

K. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant).

Note to 401(a) Money Purchase Plan Sponsors: Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

Note: If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

L. MissionSquare Retirement IncomeAdvantage In-Service Distribution (Available in 457(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans that have the MissionSquare Income Advantage Fund as an available Investment Option)

In the event the MissionSquare Retirement IncomeAdvantage Fund is no longer an investment option under the plan, a Participant shall, upon written request, be permitted to roll these assets to another plan. Such a distribution can be undertaken regardless of the participants eligibility pertaining to in-service distributions.

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

(*"No" is the default provision under the Plan if no selection is made.*)

(continued)

5 | SECURE ACT 2.0 and 1.0 Election Form

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

EMPLOYER PLAN NUMBER: 100512	EMPLOYER PLAN NAME: City of Falcon Heights 401(a) Plan	
SIGNATURE OF AUTHORIZED PLAN REPRESENTATIVE: <i>Jack Linehan</i>		
PRINT NAME: Jack Linehan		
TITLE: City Administrator		
DATE: (MM/DD/YYYY) 8/5/2025	EMAIL ADDRESS: Jack.linehan@falconheights.gov	PHONE NUMBER: 651-792-7611

This form can be returned by secure message, fax, or mail using the information below.

Online: Submit through secure messaging: <https://accountaccess.missionsq.org/login.html>

Fax to: MissionSquare Plan Services (844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320

**AFFIRMATIVE STATEMENT
FOR ADOPTING A SECTION 401 PROFIT-SHARING PLAN**

Name of Employer: City of Falcon Heights **State:** MN **Plan number** 100512

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a profit-sharing retirement plan serves the interest of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer hereby adopts or has previously adopted the Declaration of Trust of VantageTrust Company dated May 2001, intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established, if the assets of the plan are to be invested in the trust created by such Declaration of Trust ("VantageTrust");

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH or RESTABLISH the Employer's 401(a) profit-sharing plan (the "Plan") in the form of the:

- × MissionSquare Retirement Governmental Profit-Sharing Plan, pursuant to the specific provisions of the Adoption Agreement (executed copy attached hereto); or

The plan document provided by the Employer (executed copy attached hereto).

SPECIFY that the assets of the Plan shall be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of the Plan participants and their beneficiaries. The assets shall be invested in VantageTrust or in other qualified investment options of the Plan ("Plan Assets"), and they shall not be diverted to any other purpose. The Employer's beneficial ownership of Plan Assets shall be held for the further exclusive benefit of the Plan participants and their beneficiaries;

SPECIFY that the City Administrator (title) shall be the coordinator for the Plan; shall receive reports, notices, etc., from MissionSquare Retirement or VantageTrust; shall cast, on behalf of the Employer, any required votes under VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and is authorized to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan; and

AFFIRM that the Employer hereby agrees to serve as Trustee under the Plan.

Date: 8/5/2025

City Administrator
(Title of Designation Agent)

Jack Fineman
(Signature)

MissionSquare Retirement Governmental Money Purchase Plan Trust Agreement

The Employer hereby adopts and designates this Trust ("the Trust") to receive and hold the assets of the MissionSquare Retirement Governmental Money Purchase Plan ("the Plan"). The Trust is adopted and designated in accordance with Section 2.22 of the Plan. The Trust shall hold all of the assets of the Plan derived from Employer and Employee contributions under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries. All capitalized terms in this instrument shall be interpreted consistent with Article II of the Plan.

- I. **Trust.** A trust is hereby created to hold all of the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that taxes and expenses may be paid from the Trust as provided in Section III below. The trustee shall be the Employer or such other person which agrees to act in that capacity hereunder.

- II. **Investment Powers.** The trustee or the Plan Administrator, acting as agent for the trustee, shall have the powers listed in this Section II with respect to investment of the Trust assets, except to the extent that the investment of the Trust assets is controlled by Participants, pursuant to Sections 6.01 and 13.03 of the Plan.
 - (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, notes, debentures, mortgages, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.

 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to employee plans qualified under section 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plan, the declaration of trust of such common, collective, or commingled trust fund shall constitute a part of the Plan.

 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other plan or trust qualified under section 401(a) of the Code or any other plan described in section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Plan Administrator, or such custodian as the Plan Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.

 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Plan Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Plan Administrator, as the case maybe, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plan, to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Plan Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

III. Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Plan Administrator, as may be agreed upon from time to time by the Employer and the Plan Administrator, and reimbursement for reasonable expenses incurred by the Plan Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust. However, no person who is a fiduciary within the meaning of section 3(21)(A) of ERISA and regulations promulgated thereunder, and who receives full-time pay from the Employer may receive compensation from the Trust, except for expenses properly and actually incurred.

IV. Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Plan Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. Benefits under the Plan shall be paid only if the Plan Administrator, custodian or other person, or the Employer if directing such person, decides in his/her discretion that the applicant is entitled to them. The Plan Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

- V. Valuation of Accounts.** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances, as of that Accounting Date. For purposes of this Trust, all Account balances include the Account balances of all Participants and Beneficiaries.

- VI. Participant Loan Accounts.** Participant Loan Accounts shall be invested in accordance with Section 13.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Section 6.01.

SIGNATURE & DATE

Employer & Trustee: City of Falcon Heights ("the Employer")

Signature of Authorized Plan Representative: Jack Linehan

Print Name: Jack Linehan

Title: City Administrator

Attest: _____

Date: 8/5/2025 / ____ / ____
(M) (D) (Y)

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2023
Agenda Item	Consent G5
Attachment	Resolution 25-78
Submitted By	Jack Linehan, City Administrator

Item	Appointment of Alyssa Landberg to the position of Interim Finance Director
Description	<p>Alyssa Landberg started with the City of Falcon Heights as an Accounting Intern in 2021 and was promoted to Accountant in 2022. Effective January 1, 2025, the full-time position of Assistant Finance Director was created and budgeted for, and Alyssa was appointed to that role. Long-time Finance Director, Roland Olson, is set to retire on August 15, 2025.</p> <p>The Interim Finance Director is an exempt, department head level position. As Interim Finance Director, Alyssa will report directly to the City Administrator and be responsible for the day-to-day financial administration of the City.</p> <p>As consideration for the additional responsibilities and the after-hour requirements of the position, Alyssa will have her salary increased by 10%, as is the standard interim practice. Review of the long-term position and responsibilities will be conducted in coordination with our Finance Department analysis with Abdo.</p> <p>The Interim Finance Director position start date is August 18, 2025.</p>
Budget Impact	N/A
Attachment(s)	Resolution 25-78 Appointment of Alyssa Landberg to the position of Interim Finance Director
Action(s) Requested	Staff recommend approval of attached resolution accepting the appointment of Alyssa Landberg to the interim position of Finance.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 13, 2025

No. 25-78

**RESOLUTION APPOINTING ALYSSA LANDBERG TO THE POSITION OF INTERIM
FINANCE DIRECTOR FOR THE CITY OF FALCON HEIGHTS**

WHEREAS, Roland Olson submitted his letter of resignation with a last day of employment on August 13, 2025;

WHEREAS, thereafter the position was offered to current employee Alyssa Landberg;

WHEREAS, the position was accepted by Alyssa Landberg;

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

1. Appoint Alyssa Landberg to the position of Interim Finance Director, and
2. Authorize a 10% increase in compensation, and
3. Review of the long-term position and responsibilities will be conducted in coordination with our Finance Department analysis with Abdo.

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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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2023
Agenda Item	Consent G6
Attachment	
Submitted By	Jack Linehan, City Administrator

Item	Appointment of Kelly Nelson as Falcon Heights’ Metro-INET Board of Directors Alternate
Description	<p>Metro-INET originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro-INET has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.</p> <p>As the numbers of Metro-INET members grew and as each member agency’s needs grew, a Joint Powers Agreement was drafted and went into effect on January 1, 2021. The Joint Powers Agreement established that Metro-INET would be governed by a Board of Directors, with each member having a Director and Alternate designated.</p> <p>Falcon Heights’ current Director is City Administrator, Jack Linehan, and the Alternate is Finance Director, Roland Olson. With the retirement of Roland Olson on August 15, 2025, staff recommends that Administrative Services Director / Deputy Clerk, Kelly Nelson, be named as the Alternate.</p>
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends a motion accepting the appointment of Kelly Nelson as Falcon Heights’ MetroINET Board of Directors Alternate.

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2025
Agenda Item	Consent G7
Attachment	Application and Resolution 25-79
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Appointment of David Smith to the Environment Commission
Description	City Staff, the Environment Commission Council Liaison, and the Environment Commission Chair have interviewed and recommend David Smith for the Environment Commission. David is a public school teacher and has worked in the past as a local parks and recreation employee. He is an advocate for lowering our carbon footprint and will be a valuable asset to the Environment Commission.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Commission Application • Resolution 25-79 Appointing David Smith to the Environment Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing David Smith to the Environment Commission.

City Commission Application

Submission #: 4205977
IP Address: 35.150.108.143
Submission Date: 07/22/2025 1:58
Survey Time: 11 minutes, 3 seconds

You have a new online form submission.

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

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

Date and Time

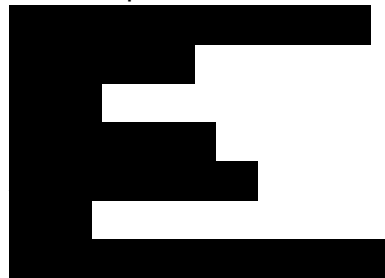
07/22/2025 12:00 AM

Full Name

David Smith

Full Address

1659 Maple Knoll Dr



How Long At Above Address?

17 years

In Which Capacity Would You Like to Serve?

Environmental commission

What is the Reason You Would Like to Serve?

To better understand how city commission boards function and the role they play in local government. I'm also an advocate for energy solutions that lower our carbon footprint and are financially attainable.

List Prior (Previous) Public Service

Public school teacher Local park and rec employee as a youth and young adult

Other Relevant Background (Other Comments)

I'm looking to get more involved in local government policy decisions that have a direct impact on the community I live in.

Thank you,

Falcon Heights, MN

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

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 13, 2025

No. 25-79

RESOLUTION APPOINTING DAVID SMITH TO THE ENVIRONMENT COMMISSION

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

WHEREAS, City Staff, Commission Council Liaison, and the Commission Chair have interviewed David Smith and recommend appointment to the Falcon Heights Environment Commission.

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

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

ADOPTED by the Falcon Heights City Council this 13th day of August, 2025.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEY _____
MEYER _____ Against
WASSENBERG
MIELKE

Attested by: _____
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2023
Agenda Item	Consent G8
Attachment	Resolution 25-80
Submitted By	Jack Linehan, City Administrator

Item	Authorization to Surplus Contents of Community Park Building
Description	<p>The existing Community Park building is slated to be demolished soon. In preparation of that, Public Works removed the contents currently stored in that building.</p> <p>The items are no longer useful to City staff or have exceeded their useful life cycle. Most of these items are broken and/or no longer of any value to the City's operation, but this also includes the old appliances, furnace, copper and other materials that will be surplus and scrapped by the contractor as part of our demolition award. The volume of surplus items would also present storage challenges with the loss of storage space within the park building.</p> <p>Most items should be disposed of, while a small handful of others might still be suitable for donation.</p>
Budget Impact	N/A
Attachment(s)	Resolution 25-80 Authorization to Surplus the Contents of Community Park Building
Action(s) Requested	Staff recommends approval of attached resolution declaring the contents of the Community Park building as surplus property and authorizing their donation or disposal.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 13, 2025

No. 25-80

**RESOLUTION TO DISPOSE OF CERTAIN INVENTORY ITEMS DEEMED TO BE SURPLUS
FROM THE COMMUNITY PARK BUILDING**

WHEREAS, the Community Park Building will be demolished on or about August 13, 2025;

WHEREAS, the City no longer needs some of the property stored in the building and such items are surplus properties;

WHEREAS, the cost of sale and transportation of the items is more than they are worth, then the items are declared worthless and may be junked or demolished;

WHEREAS, the value, obsolescence and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the City, and to obtain the maximum return for said inventory items, it should be in the best interest of the City to dispose of the same in a manner that will no longer be to the best advantage to the City of Falcon Heights;

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

1. Based upon the findings and recommendations of the City, the items of inventory belonging to said City are declared to be surplus to the foreseeable needs of the City.
2. That it is deemed to be for the common benefit of the residents of said City to dispose of said inventory.
3. That the City Administrator is authorized to dispose of the contents of the Community Park building in a manner that will be to the best advantage to the City of Falcon Heights.

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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ITEM FOR DISCUSSION

Meeting Date	August 13, 2025
Agenda Item	Consent G9
Attachment	
Submitted By	Roland Olson, Finance Director

Item	Set up Debt Service Fund 311 for the 2025 G.O. Tax Abatement and Improvement Bond Series 2025A																						
Description	<p>The debt service fund (Fund 311) is needed to account for the financing on the G.O. Tax Abatement and Improvement Bonds Series 2025A. Staff recommends establishing the following revenue budget line items for this fund for 2025:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Amount</u></th> <th style="text-align: right;"><u>2025 Budget</u></th> </tr> </thead> <tbody> <tr> <td>311-36100 Special Assessments</td> <td style="text-align: right;">\$120,000</td> </tr> <tr> <td>311-36211 Interest on Investments</td> <td style="text-align: right;">\$1000</td> </tr> <tr> <td>311-36213 Change in Fair Value of Investments</td> <td></td> </tr> <tr> <td>311-39130 Bond Proceeds</td> <td></td> </tr> <tr> <td>311-39200 Transfers</td> <td></td> </tr> </tbody> </table> <p>Staff recommends establishing the following budget expense line items for this fund for 2025:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Amount</u></th> <th style="text-align: right;"><u>2025 Budget</u></th> </tr> </thead> <tbody> <tr> <td>311-4311-80310 Audit</td> <td style="text-align: right;">\$850</td> </tr> <tr> <td>311-4311-94000 Bond Principal</td> <td></td> </tr> <tr> <td>311-4311-94500 Bond Interest</td> <td></td> </tr> <tr> <td>311-4311-94900 Bond Fees</td> <td style="text-align: right;">\$5,000</td> </tr> </tbody> </table>	<u>Amount</u>	<u>2025 Budget</u>	311-36100 Special Assessments	\$120,000	311-36211 Interest on Investments	\$1000	311-36213 Change in Fair Value of Investments		311-39130 Bond Proceeds		311-39200 Transfers		<u>Amount</u>	<u>2025 Budget</u>	311-4311-80310 Audit	\$850	311-4311-94000 Bond Principal		311-4311-94500 Bond Interest		311-4311-94900 Bond Fees	\$5,000
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311-4311-94000 Bond Principal																							
311-4311-94500 Bond Interest																							
311-4311-94900 Bond Fees	\$5,000																						
Budget Impact	Provides a fund to account for the debt service on the 2025 G.O. Tax Abatement and Improvement Bond Series 2025A																						
Attachment(s)																							
Action(s) Requested	Staff recommends council approval for setting up Debt Service Fund 311 G.O Tax abatement and Improvement Bond Series 2025A and setting the budget line items as listed.																						

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 13, 2025
Agenda Item	Consent G10
Attachment	Sprinkler Invoice, Right-of-Entry Agreement
Submitted By	Erik Henriksen, City Engineer

Item	Request approval of payment for sprinkler repair damaged on private property during the 2025 Pavement Management Project.
Description	<p>During construction of the trail that connects Moore St. to Community Park a private sprinkler system was damaged at 1853 Moore St. The City and property owner entered into a right-of-entry agreement prior to work commencing to perform this work as it required access to the private property. As outlined in the right-of-entry agreement, any damage to private property caused by the work would be repaired by the City.</p> <p>It is important to note that the City does not reimburse property owners for damage to sprinkler heads or irrigation systems in the <u>right-of-way</u>, as our ordinance stipulates these can only be installed at the risk of property owner.</p> <p>The project engineer reviewed the estimate and final invoice of \$306.42 and finds the cost acceptable.</p>
Budget Impact	<p>The 2025 PMP project is funded through:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. • Expenditure of storm, water, and sanitary sewer fund dollars to pay for repairs needed to the existing utility system. <p>This invoice will be paid using the street infrastructure fund, and will not be included in the assessment calculation for the project.</p>
Attachment(s)	Sprinkler Invoice, Right-of-Entry Agreement.
Action(s) Requested	Motion to approve payment for sprinkler damage at 1853 Moore St. in the amount of \$306.42.

Northland Irrigation & Landscape Lighting LLC

7770 170th St E
Hastings MN 55033

Invoice

Date	Invoice #
7/16/2025	25399

Bill To
Randy Singer 1853 Moore St Falcon Heights, MN 55113

Ship To
Randy Singer 1853 Moore St Falcon Heights, MN 55113

P.O. Number	Terms
	Net 30

Due Date
8/15/2025

Quantity	Item Code	Description	Price Each	Amount
1	service call	service call - Work Order 34342 Work Description: repair sprinkler from road work. the company threw the heads away. He thinks there is 4 of them. itic 251892816 Tech Comments: - I fixed zone 6 and put in 3 new heads. 49 min Max 7/14/2025 7:17 AM to 7/14/2025 8:05 AM	119.00	119.00
0.25	Max Ramirez	ODIKER CLAMP	119.00	29.75
6	ODIKER CLAMP	ODIKER CLAMP	4.40	26.40
1	SADDLE T	SADDLE T	12.39	12.39
3	NOZZLE ADJUST...	ADJUSTABLE SPRAY NOZZLE	8.14	24.42
3	HUNTER PRO SP...	HUNTER PRO SPRAY 4"	17.73	53.19
2	POLY PIPE PER F...	POLY PIPE PER FT 1"	2.90	5.80
4	FUNNY PIPE PER...	FUNNY PIPE PER FT	2.70	10.80
1	POLY FITTING 1 L...	POLY FITTING 1 IN OR SMALLER	7.87	7.87
3	FUNNY PIPE FIT...	FUNNY PIPE FITTINGS	5.60	16.80

Mailing address-7770 170th St E, Hastings MN 55033 \$20 late fee applied after 30 days

Total \$306.42

northlandirrigation@gmail.com

Balance Due \$306.42

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (the "Agreement") is made this 15 day of MAY, 2025, by Randall S. Singer, the property owner ("Grantor"), and the City of Roseville, a Minnesota municipal corporation ("Grantee").

- A. Grantor owns certain real property located at 1853 Moore Street, Ramsey County, Minnesota (PID No. 162923320036), legally described on Exhibit A attached hereto (the "Property").
- B. The parties desire for Grantee to enter onto the Property in order to rehabilitate a trail that connects the Falcon Woods neighborhood to Community Park (the "Work").
- C. Grantor desires to allow Grantee onto the Property in order to complete the Work, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Right of Entry. As of the date indicated above, Grantor grants to Grantee, its employees, contractors, and agents, the right to enter upon the Property for the limited purpose of performing the Work in the location generally depicted on Exhibit B attached hereto. This right of entry shall extend only to those portions of the Property reasonably necessary to perform the Work. The rights hereby granted to Grantee constitute a non-exclusive license and are granted with the understanding that the Work will be performed in accordance with industry standards, including all state and local requirements, if any, and are further conditioned on Grantee reasonably restoring the portions of the Property disturbed to the same or similar condition the Property was in prior to the commencement of the Work. Such right of entry authorized herein shall not confer any estate, title, or exclusive possessory rights in the Property upon Grantee.

2. Communication by Grantee. Grantee shall make reasonable efforts to communicate with Grantor with respect to dates when it will enter onto the Property to perform the Work. Grantor shall provide Grantee with contact information so that such communications efforts can be made by Grantee.

3. Duties of Grantor. Grantor will allow Grantee, its employees, contractors, and agents access to the Property for the purposes of performing the Work and will not otherwise interfere with the Work.

4. Grantor Representation. Grantor represents and warrants that it is the fee owner of the Property and that it has the lawful authority to grant the rights given hereunder.

5. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Minnesota.

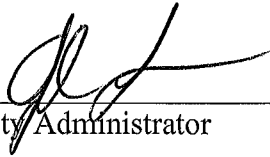
6. No Third-Party Rights. This right of entry is for the benefit of Grantee and is not intended to, and does not, confer any rights or remedies upon any other persons.

7. Term. This Agreement shall be in effect as of the date written above and shall terminate upon the Grantee's notice of completion of the Work, which shall be provided to Grantors following project completion.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalves, and it is effective as of the date first written above.

GRANTEE:

By:  _____
City Administrator

GRANTOR:

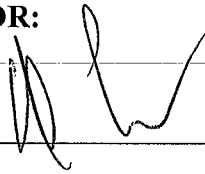
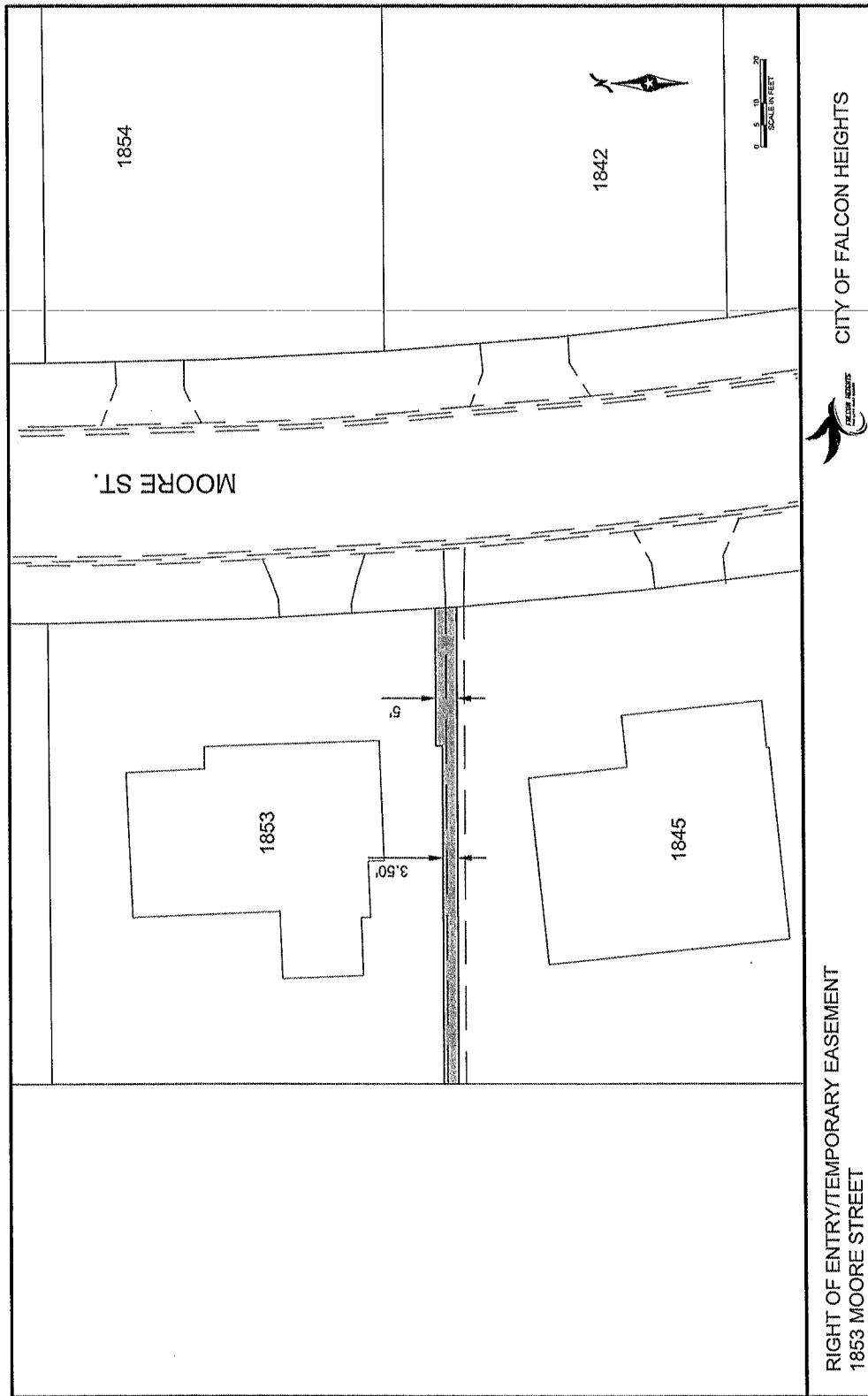
By:  _____
Randall S. Singer

Exhibit A

Falcon Woods No. 3, Lot 22, Block 1, as recorded with the Ramsey County Recorder.

Exhibit B

Depiction of Area of Work



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REQUEST FOR ACTION

Meeting Date	August 13, 2025
Agenda Item	Policy H1
Attachment	MN State Fair Guidelines
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 25-81 Authorizing Modifications to the Administrative Manual: Guidelines During the Minnesota State Fair
Description	<p>The City’s Administrative Manual serves as the home to our policies that are adopted by City Council but do not fit in the format of a resolution, ordinance or city code. Many of these policies have been revised in recent years, like our personnel policy, while others remain largely unchanged since the 1990s.</p> <p>The Guidelines During the Minnesota State Fair serves as the guiding document surrounding the State Fair. In approving the policy in May, it was determined to only provide parking passes to residents “abutting a pay-by-mobile street”. This means that those who do not have pay-by-mobile on their street but may rely on parking on pay-by-mobile streets are ineligible for a pass, and as such are ineligible to apply for a variance application.</p> <p>To rectify this restriction, staff has been directed to propose a modified policy that states (added language in red):</p> <p>7. <u>Pay-by-Mobile (e-meter) parking areas</u></p> <p style="padding-left: 20px;">a. The City Council by resolution may designate certain streets as pay-by-mobile (e-meter) parking during the State Fair.</p> <p style="padding-left: 20px;">b. Residents abutting a pay-by-mobile designated street will be mailed one (1) pass per household, with an additional pass available upon request. Residents may receive up to two (2) additional passes if they are determined eligible after filling out a variance application at City Hall. Residents who are otherwise ineligible for a pass may also apply for a variance.</p> <p style="padding-left: 20px;">c. Handicap authorized vehicles, government vehicles, and delivery vehicles parking with warning lights on for under 10 minutes are exempt from the requirements of pay-by-mobile parking.</p> <p>Under this, residents on ineligible streets will not be mailed a pass, but they can apply for a waiver if they can demonstrate a need for a variance from the policy. It will be up to staff to determine eligibility for the variance.</p>
Budget Impact	N/A

Attachment(s)	Administrative Manual: Guidelines During the Minnesota State Fair Resolution 25-81
Action(s) Requested	Staff recommends the City Council approve Resolution 25-XX Authorizing an Amendment to the Administrative Manual: Guidelines During the Minnesota State Fair

E. GUIDELINES DURING THE MINNESOTA STATE FAIR

1. Purpose. To provide guidelines to explain in a practical, understandable way how the city codes and parking procedures are handled during the Minnesota State Fair. The guidelines are intended to simply re-state some sections of the city code that frequently come up during the State Fair. The guidelines are not intended to cover all codes and policies as they apply during the State Fair.

2. Applicability of codes. All city codes and ordinances are applicable during the Minnesota State Fair (attachment 1 identifies applicable codes).

3. Residential districts. No commercial activity is permitted in residential districts other than that permitted in the zoning code. Residential districts include both single family and multi-family dwellings. To clarify this, this includes:

- a. No parking on front lawns.
- b. No identifiable sales of parking or of State Fair parking permits. (License plates in driveways will not be checked for a local registration. However, the advertising of parking spaces for sale will be prohibited.)
- c. No outside sales except garage sales as permitted in the zoning code and kids' "kool-aid" stands.

4. Commercial districts.

- a. Businesses are permitted to sell parking spaces during the State Fair on paved surfaces designed for off-street parking. There shall be no parking on boulevards or rights of way.
- b. Advertising for parking sales must be on ground signs or hand-held signs. It cannot be posted on trees, poles nor in residential neighborhoods.
- c. No outside sales of merchandise that is not part of the adjacent business.
- d. No inflated balloons that are mounted above the ground or go above the roof of a structure or are located in the right-of-way.

5. State Fair posted "no parking" and "permit parking only" areas:

- a) The city shall post streets that may be heavily impacted from State Fair parking with no parking or permit parking only signs to eliminate hazards to public safety by protecting access by public safety vehicles. These streets and postings are included in attachment 2.
- b) The State Fair parking postings are enforced from the first day of the State Fair, not from the first day that they are posted.

6. State Fair parking permits and parking bags.

- a. Residents of properties along the street sections posted for State Fair permit parking are eligible for State Fair residential permit parking during the State Fair.
- b. On designated State Fair parking permit streets, two (2) State Fair parking permits will be issued to each single-family property and one (1) permit will be issued per unit to the owner multi-family dwellings, sent by mail. Residents in each type of property may receive up to two (2) additional passes if they are eligible after filling out a hardship waiver form at City Hall.
- c. Regular temporary parking permits may be available for residents upon a special request for unique occasions such as family reunions, weddings, or pre-scheduled events. Temporary parking permits will not be available for residents who wish to park on the street for a non-unique occasion or who wish to have friends or family park on the street for a non-unique event. Emergency situations shall be accommodated.
- d. "Parking bags" will not be available for covering parking signs during the State Fair unless authorized by the City Administrator.

Blocking of streets. The city will not issue wooden barricades to block streets for block parties or other events during the State Fair.

7. **Pay-by-Mobile (e-meter) parking areas**

- a. The City Council by resolution may designate certain streets as pay-by-mobile (e-meter) parking during the State Fair.
- b. Residents abutting a pay-by-mobile designated street will be mailed one (1) pass per household, with an additional pass available upon request. Residents may receive up to two (2) additional passes if they are determined eligible after filling out a variance application at City Hall. **Residents who are otherwise ineligible for a pass may also apply for a variance.**
- c. Handicap authorized vehicles, government vehicles, and delivery vehicles parking with warning lights on for under 10 minutes are exempt from the requirements of pay-by-mobile parking.

CITY CODES AND POLICIES RELATED TO THE GUIDELINES FOR THE STATE FAIR

1. **Residential**

Single and multi-family: Chapter 9, Section 4.01 through 8.01

Home occupations: Chapter 9, Section 14.01, Subd. 24

2. **Commercial**

All districts: Chapter 9, Section 9.01 through 11.01

3. **Signs**

All districts: Chapter 9, Section 13.01

4. **Parking**

All districts, Chapter 46

City parking policy III.D: Administrative Manual

Attachment 2

"No Parking"

- 1) All of Northome, water side of street
- 2) All of Hollywood Court, water and alley
- 3) St. Mary's Street, Fry Street, Maple Knoll Drive, and Garden Avenue west of Snelling on both sides
- 4) Water side of all streets north of Larpenteur, between Snelling and Hamline running to Roselawn
- 5) Snelling Drive north and southbound both sides of Snelling Avenue
- 6) Tatum Street, water side
- 7) Lindig Street on water side, including cul-de-sac
- 8) Larpenteur Avenue from Snelling to Cleveland, both sides
- 9) Fairview Avenue 1,300 feet north of Larpenteur on both sides.

"State Fair Permit Parking Only"

- 1) East side of Arona from California to Crawford, except where presently posted
"No Parking"
- 2) East Snelling Drive from Hoyt to 1550 Larpenteur
- 3) West side of Fry Street in front of the Fry apartments
- 4) Approximately two car lengths in front of the group home at 1746 Snelling Avenue
- 5) South side of Hollywood Court
- 6) West side of Arona Street, from Hoyt to Larpenteur
- 7) East side of Pascal Street, from Hoyt to Larpenteur
- 8) West side of Albert Street, from Hoyt to Larpenteur

Last modified May 2025

Attachment 3

STATE FAIR PARKING MAP

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 13, 2025

No. 25-81

**A RESOLUTION AUTHORIZING MODIFICATIONS TO THE
ADMINISTRATIVE POLICIES: PARKING POLICY AND GUIDELINES
DURING THE MINNESOTA STATE FAIR**

WHEREAS, the City of Falcon Heights maintains an Administrative Manual that houses Council-adopted policies not codified in ordinance or resolution form; and

WHEREAS, the Guidelines During the Minnesota State Fair are administrative policies intended to clarify and implement procedures and practices surrounding the Minnesota State Fair in the City; and

WHEREAS, these policies were last updated in May 2025, respectively, and staff have prepared proposed modifications to reflect the desire to allow residents on non-abutting streets to apply for a variance.

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

1. The City Council hereby approves the updated Guidelines During the Minnesota State Fair, as attached to this resolution and incorporated herein by reference.
2. City staff are directed to update the Administrative Manual to reflect these revised policies and to implement them during the 2025 Minnesota State Fair and future applicable events, and to notify those who have been denied the ability of applying for a variance the option to now request one.

Moved by:

Approved by: _____
Randall Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
MIELKE

Attested by: _____
Jack Linehan
City Administrator

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REQUEST FOR COUNCIL ACTION (RCA)

Meeting Date	August 13, 2025
Agenda Item	Policy H2
Attachment(s)	Resolution 25-82
Submitted By	Jack Linehan, City Administrator

Item	Approval of Resolution 25-82 Amending the City of Falcon Heights Personnel Policy to include Voluntary Participation in the Minnesota State Retirement System (MSRS) Health Care Savings Plan
Description	<p>To avoid future budgetary savings measures such as layoffs and to prioritize costs to occur in 2025 rather than future years, the City offered a voluntary early retirement incentive program (VERIP) with Resolution 25-38. The League of Minnesota Cities recommends a VERIP as a proactive measure that can provide a win-win for the employees who elect to participate as well as the City's long-term financial costs.</p> <p>Under the VERIP, employees who retire during a set window will receive a far greater financial incentive for retirement than they would without the program. The City can offer a variety of proposed perks, which could include paying health insurance premiums for a period and/or increasing the compensation of unused sick time beyond the City's current policy (50% of unused sick time paid upon separation/retirement).</p> <p>Under the plan, the City covers the amount of single health insurance (currently approximately \$1,024.82 monthly) for 36 months. To facilitate this, the City should implement a Health Care Saving Plan to distribute these funds to participating employees. The City has one participant.</p> <p>The Minnesota State Retirement System (MSRS) offers a health care savings plan, open to all government employees in Minnesota. MSRS requires the City modify their personnel policy to include this language. The attached resolution authorizes this change, and was written by the City attorney.</p>
Budget Impact	The VERIP funds are reflected in our annual to-date savings.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 25-82
Action(s) Requested	The City Council is requested to approve Resolution 25-82 authorizing the amendment to the personnel policy to include a Health Care Savings Plan to eligible retiring employees.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

No. 25-82

Date: _____

**RESOLUTION AMENDING THE CITY OF
FALCON HEIGHTS PERSONNEL POLICY**

WHEREAS, the Falcon Heights previously adopted an early retirement incentive policy for all employees;

WHEREAS, the City desires to provide a health care savings to be administered by the Minnesota State Retirement System as provided in Exhibit A (“HCSP Policy”) for eligible employees who select an early retirement option through an early retirement policy established by the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that Section IV. Employee Benefits of the Falcon Heights Personnel Policy is amended to add the HCSP Policy.

ADOPTED by the Falcon Heights City Council on _____, 2025.

Randy Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator/Clerk

EXHIBIT A

HEALTH CARE SAVINGS PLAN

Employees of the City of Falcon Heights who have selected early retirement under a City of Falcon Heights early retirement policy (“Eligible Employees”) may participate in the Health Care Savings Plan (“HCSP”) administered by the Minnesota State Retirement System (“MSRS”) in lieu of health care coverage under the City’s group insurance plan or a reimbursement to the employee for the cost of insurance that the employee obtains on their own as provided under the applicable early retirement policy.

The City will make payments to MSRS for the city’s contribution toward single health coverage for the lowest cost provider offered by the City to its active employees for a period of thirty-six (36) months following the employee’s retirement date.

The payments by the City to the HCSP will be made on a quarterly basis.

Eligibility for health insurance reimbursement under this policy will cease if the retired employee is covered under another employer’s group health plan or the City terminates group insurance coverage for all of its employees.

Upon the employee’s death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee’s estate.