

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

AGENDA
March 11, 2020 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH___
- C. PRESENTATION
 - 1. Park Commission Annual Report
 - 2. Pavement Management Program
- D. APPROVAL OF MINUTES:
 - 1. February 12, 2020 City Council Meeting Minutes
 - 2. February 26, 2020 City Council Meeting Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 - 1. General Disbursements through: 3/03/20 \$253,331.50
Payroll through: 2/29/20 \$19,450.80
- G: POLICY ITEMS:
 - 1. Fire Department -FEMA Grant Quotes
 - 2. Community Park Building - Structural Evaluation and Recommendations
- H. INFORMATION/ANNOUNCEMENTS:
- I. 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.
- J. ADJOURNMENT:

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Falcon Heights Parks & Rec Commission

March 11, 2020

Membership

- Melanie Leehy: Council Liaison
- Nalisha Nandkumar: Staff Liaison
- Walt Dunlap: Chair
- Ron Eischen: Commissioner
- Mike Bradbury: Commissioner
- Ryan Carlson: Commissioner
- Jeff Yager: Commissioner

Functions

- Advisory capacity to Falcon Heights City Council
- Pursue other projects and initiatives under guidance of Staff and Council Liaisons
- Assessing the needs of people, exploring recreational opportunities and studying recommendations for park improvements.
- Regular meeting the first Monday of each month.
- Ad hoc subcommittee meetings per quorum rules.

Recent and Future Activities

- Planning for summer programming
- The Garden in a Box program
- Target Soccer Grant
- Ice Cream Social 2019
- Ice Cream Social 2020
- The Good Neighbor Grant –Story Time, Shed, Rec on the Go
- Twins Youth Baseball Clinic 2020
- Curtiss Field basketball court



Pavement Management Program

FALCON HEIGHTS – MARCH 11, 2020

Pavement Management Project Overview

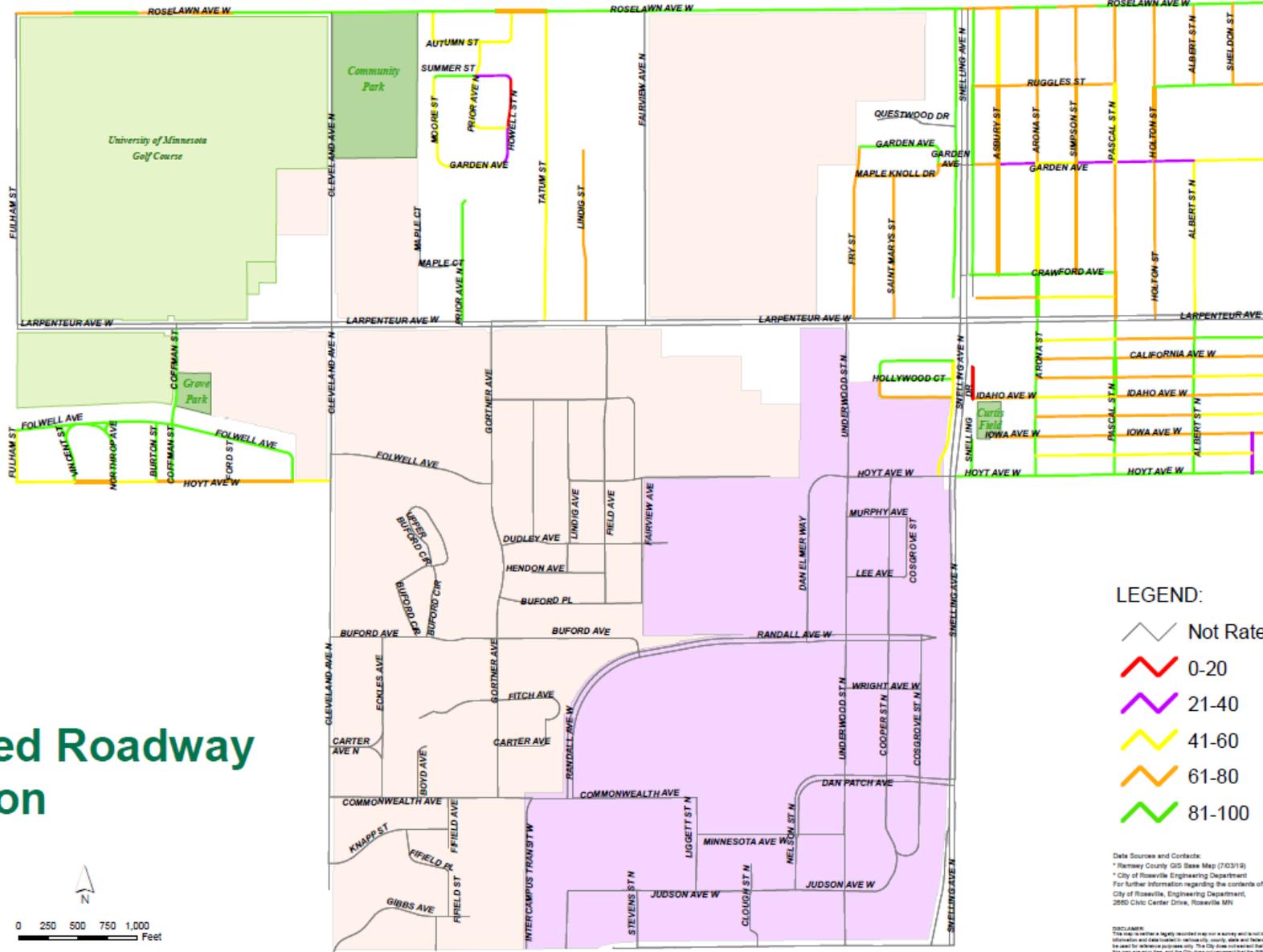
Pavement Management Project (PMP) typically consists of the following:

- Removal of existing pavement
 - Milling \$45 per foot
 - Reclamation \$135 per foot
 - Removal \$112 per foot
- Rehabilitation or replacement of sanitary, storm, and water utilities if applicable
- Replacement of damaged/deteriorated curb and gutter
- Replaced broken sidewalks and updated curb ramps to meet ADA compliance
- Installation of new concrete sidewalk, pathway, or other amenities if applicable
- Installation of new bituminous pavement
 - 2nd layer of pavement will be installed in the Spring of 2018
 - Contractor must complete work by June 15, 2018

Pavement Management Project Overview

Roads included in the PMP are determined by data collected from road inspection and maintenance staff input

- Road data is collected every 4 years and gives the road segment a rating between 0-10
- Goal is to maintain a Citywide average PCI rating of 75 or above
- Mill and overlay for any street section that falls below a PCI rating of 66
- Reclamation or reconstruction for any street section that falls below a PCI rating of 35

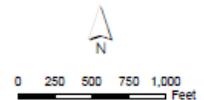


- LEGEND:**
- Not Rated Roadway
 - 0-20
 - 21-40
 - 41-60
 - 61-80
 - 81-100

Data Source and Contacts:
 * Ramsey County GIS Base Map (7/23/19)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact:
 City of Roseville, Engineering Department,
 2550 Civic Center Drive, Roseville, MN

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Projected Roadway Condition

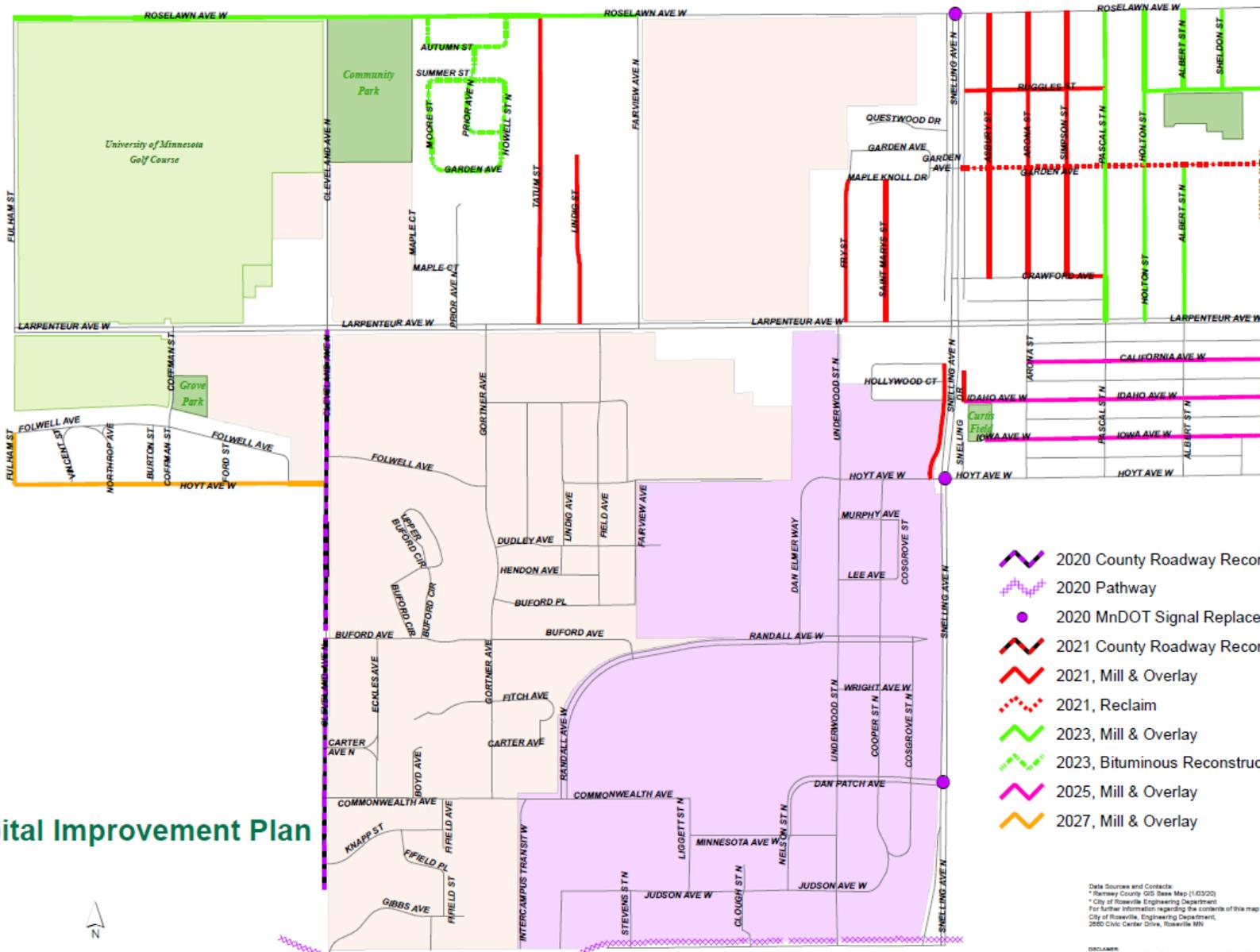


mapic: RoadwayConditionLabels.mxd
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Prepared by:
 City of Roseville Engineering Department
 August 21, 2019

Pavement Management Project Overview





-  2020 County Roadway Reconstruct
-  2020 Pathway
-  2020 MnDOT Signal Replacement
-  2021 County Roadway Reconstruct
-  2021, Mill & Overlay
-  2021, Reclaim
-  2023, Mill & Overlay
-  2023, Bituminous Reconstruct
-  2025, Mill & Overlay
-  2027, Mill & Overlay

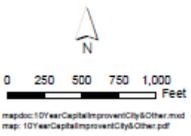
Date Source and Contacts:
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10 Year Capital Improvement Plan 2020-2029



Prepared by:
 City of Roseville Engineering Department
 February 14, 2020

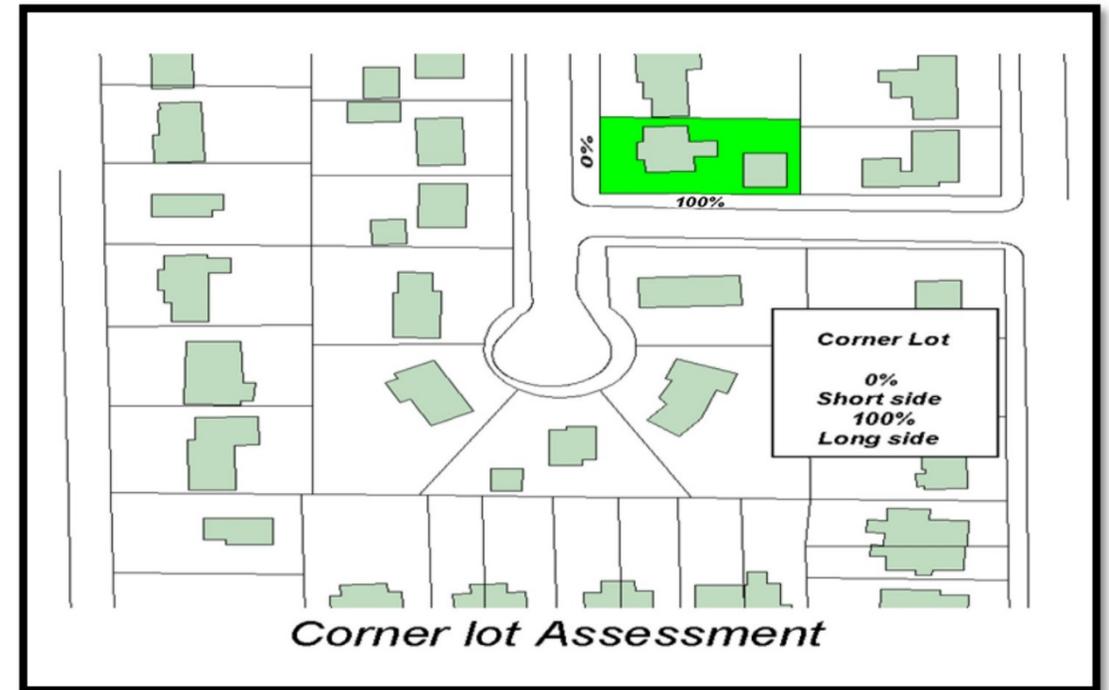


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Assessment Policy- Streets

Assessment Policy

- Assessed per the front footage of the lots
- Corner lots assessed 100% long, 0% short side
- Assessment Rates (street costs only)
 - Residential - 40% of per foot of frontage project cost
 - Commercial/Multi-unit residential - 60% of per foot of frontage project cost
 - Tax-exempt - 100% of per foot of frontage project cost



Assessments- Payment Options

After assessment hearing (October 2021):

- ❖ Pay part or all up front interest free in first 30 days – November 10
- ❖ Add to property taxes
 - ❖ Length of payment period and interest rate set by City Council
 - ❖ 7 years
 - ❖ Interest rate approximately 5%
 - ❖ First payment due in following year on property taxes
- ❖ Hardship deferral
 - ❖ Homestead property
 - ❖ Age 65 or older, or retired by virtue of a disability
 - ❖ Payment would be a hardship
 - ❖ Assessment will accrue interest
 - ❖ Application available at City Hall

Appeals to District Court

Note:

In order to appeal to district court, the property owner must serve notice upon the Mayor or City Clerk within 30 days of adoption of the assessment roll.

They can only do this after having filed a written signed objection prior to the assessment hearing or having presented same to the presiding officer at the hearing.

The notice of appeal must be filed with the Clerk of the district court within ten (10) days after service on the City.

Assessments- Timeline

Assessment timeline is shown below and will correspond with City Council meetings:

- ❖ Order feasibility report - **March 2020**
- ❖ Receive feasibility report and order public hearing for the project - **Summer 2020**
- ❖ Hold public hearing for the project, adopts resolution ordering the improvement and preparation of plans and specifications - **Fall 2020**
- ❖ Accept plans and specifications and order advertisement for bids for the project - **Winter 2020**
- ❖ Award Bids for the project - **March 2021**
- ❖ Construct Project - **June through September 2021**
- ❖ Declare costs and order preparation of proposed assessment and call assessment hearing- **September 2021**
- ❖ Final assessment hearing, adopt and confirm assessments - **October 2021**

Garden Avenue

❖ History of Garden

- ❖ Road was originally constructed in the 1950's
- ❖ Road was widened to current conditions in the 1970's
- ❖ Project was originally scheduled for a reclaim and inlay in 2015

❖ Potential Issues/Opportunities

- ❖ School zone & lack of pedestrian infrastructure
- ❖ Sidewalk assessment district

❖ Proposed public involvement

Sidewalk Assessment District - Option

435.44 SIDEWALK IMPROVEMENT DISTRICTS; COSTS SPLIT BY BENEFIT.

Subdivision 1. Authorized.

Any municipality may, by ordinance, establish sidewalk improvement districts within a municipality, and have authority to defray all or part of the total costs of sidewalk construction and repair by district benefits and apportioning the district's cost to all of the parcels located in the district on a direct or indirect benefit basis.

Subd. 2. For safety.

The governing body of any municipality may establish sidewalk districts on the basis that all areas within each district have safe pedestrian walkways to and from schools and school bus stops, public transportation facilities, and other services to the neighborhood and community.

Subd. 3. Uniformity; wide sidewalks; indirect benefit.

The total costs of sidewalk district improvements may be apportioned and assessed to all parcels or tracts of land located in the established assessment district on a uniform basis as to each classification of real estate. Where sidewalk widths are wider than the standard width of the district, the additional costs may be assessed as a direct benefit to the abutting property. An indirect district benefit assessment may involve all parcels or tracts of land located in the assessment district without regard to location of sidewalks, as it is deemed that all parcels or tracts of land within the assessment district benefit equally.

Subd. 4. Up to five years.

The governing body may assess the costs on all district sidewalk improvements up to a maximum of five years on equal annual installments, plus interest on the unpaid balance.

Sidewalk Assessment District - Option

- ❖ Would need to establish a City Ordinance
- ❖ Define improvement area
- ❖ Define type of improvements

Garden Ave – Existing west of Holton – 36' wide



Garden Ave – Existing west of Holton – 36' wide



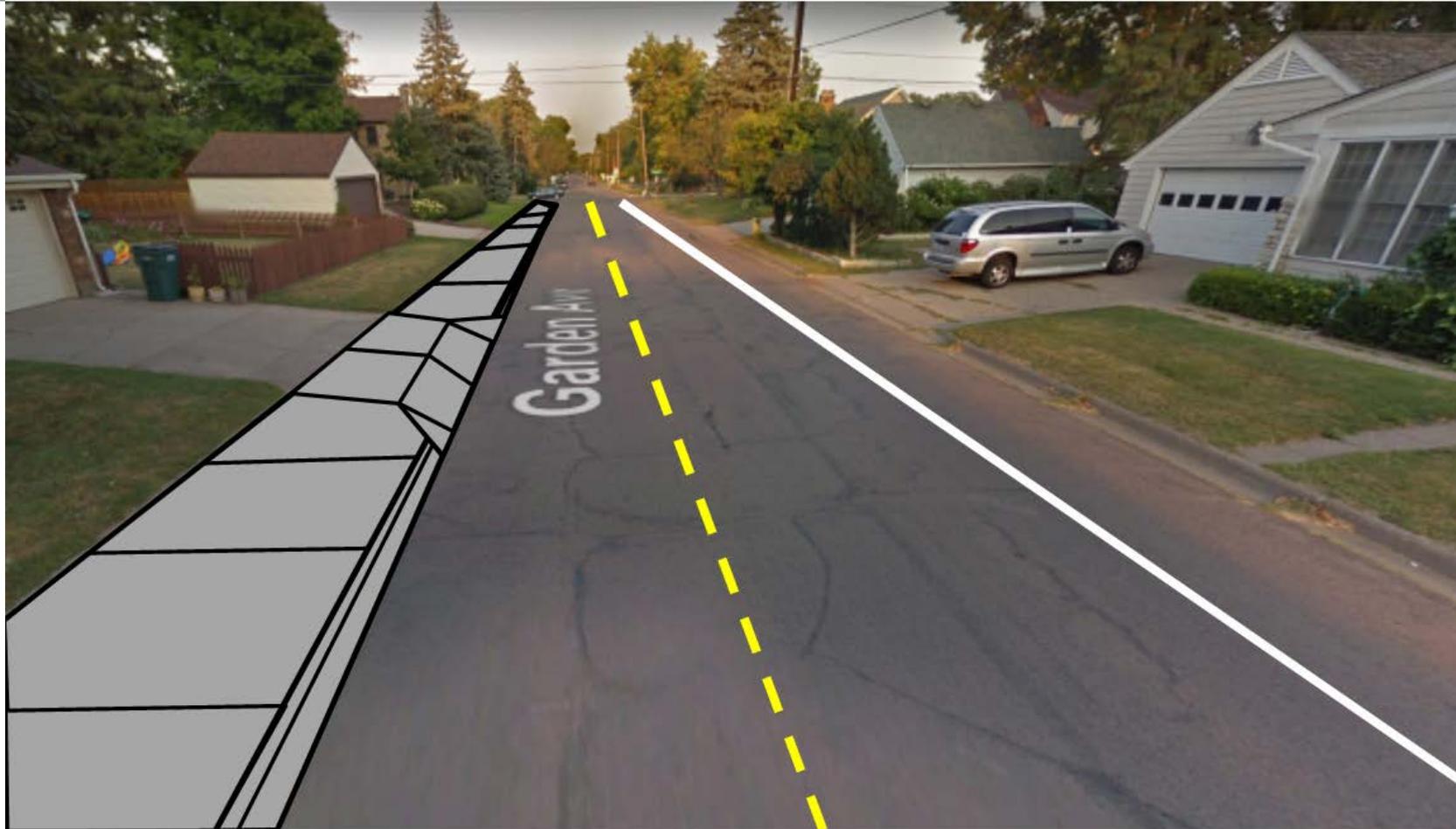
Garden Ave – Option A west of Holton

Narrow road to 29' with 7' SW adjacent to curb



Garden Ave – Option A west of Holton

Narrow road to 29' with 7' SW adjacent to curb



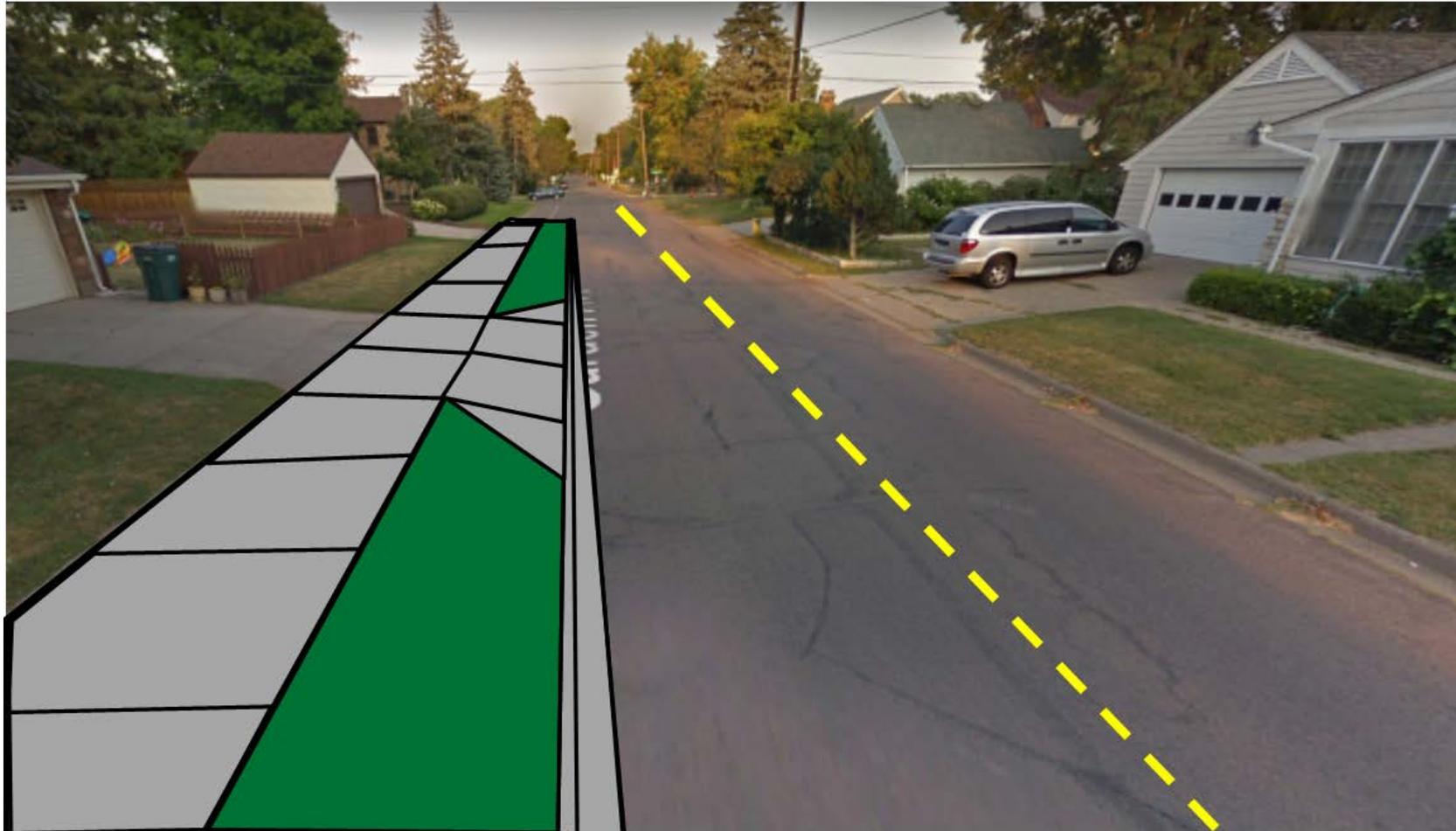
Garden Ave – Option B west of Holton

Narrow road to 25' with 6' SW and 6' turf boulevard



Garden Ave – Option B west of Holton

Narrow road to 25' with 6' SW and 6' turf boulevard



Garden Ave – Falcon Heights Elementary

Narrow road at ends to 29' with 7' SW adjacent to curb



Garden Ave – Falcon Heights Elementary

Narrow road at ends to 26' with 7' SW adjacent to curb small boulevard



Garden Avenue – Public Involvement

- ❖ #1 Preliminary Feedback
 - ❖ Neighborhood Meeting in **April or May 2020** –
 - ❖ Falcon Heights PTA meeting in **April or May 2020**
- ❖ Council receives feasibility report
- ❖ #2 Secondary feedback on updated design options and costs
 - ❖ Neighborhood Meeting in **September 2020**
- ❖ #3 Public Hearing - **October 2020**
 - ❖ Council meeting to approve final layout.
 - ❖ Authorize preparation of plans and specifications
- ❖ Overall 2021 PMP
 - ❖ Accept plans and specifications and order advertisement for bids for the project - **Winter 2020**
 - ❖ Award Bids for the project - **March 2021**
 - ❖ Construct Project - **June through September 2021**
 - ❖ Declare costs and order preparation of proposed assessment and call assessment hearing- **September 2021**
 - ❖ Final assessment hearing, adopt and confirm assessments - **October 2021**

Questions?

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City Hall
2077 West Larpenteur Avenue
AGENDA
February 12, 2020 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH___

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. January 15, 2020 City Council Workshop Minutes
2. January 22, 2020 City Council Meeting Minutes

Approved 5-0

E. PUBLIC HEARINGS:

1. Ordinance Amendment to Chapter 14 of the City Code

City Administrator Thongvanh

A state license is only required if the contractor specializes in more than one skill set such as mechanical, plumbing, building (remodel, roof, windows). However, if the contractor only specializes in one skill set such as fence, signs, and cement work then they do not need a state license. City Staff researched multiple cities and found that they have created a licensing program to ensure that contractors and residents are safe during the projects. Falcon Heights does license contractors, but the City Code language is thin and needs updating. The current Code simply states that contractors who do not have a state license must be licensed by the city. No definition of a contractor is provided.

At the January 15, 2020, City Council workshop, council members, and city staff discussed the proposed changes, which include specific examples of contractors who would be required to obtain a city license, and the process of obtaining a license. The current City Code states that all contractor licenses must be approved by the city council.

City staff is proposing to change the process and allow City Administrator to review the license applications, which is a similar process for solicitor/ peddler licenses. The reason for changing the process is that current practice can delay the contractor's project and start date. With this change, it will speed the pace and the project can start on time.

Eric McPheeters (1480 California Ave. W.)

Showed concerns for the reasoning behind the General Contractor license and the fees that are associated with it. Is it to increase the fees going to the city? We already have permit costs associated with it. The state licensing requires all general contractors to be licensed unless you only have one skillset.

Mayor Gustafson stated the purpose of the code amendment is for contractors who are operating in the city are insured and able to apply for permits, and residents are protected by the licensures and insurance. If the contractor holds a state license then we consider them a licensed, bonded, and insured contractor by the State of Minnesota and qualify here in the locality, which is similar to other cities. We are trying to be consistent with cities who have similar code in terms of making certain that when a resident gets a building permit, the contractor is licensed or bonded and insured by the state. It protects the residents, city, and contractor.

City Administrator Thongvanh added that if the contractor has multiple skill sets such as renovations then you are required to be licensed by the state, which makes them bonded for insurance. However, if you only have one skill set such as cement work, the state does not require you to be bonded or go through the process.

Therefore, you will have to apply for a city license to apply for a building permit. Multiple cities have determined that if the contractor is not bonded by the state for a single skill set then the city is going to require a bonding application in terms of safety. If the homeowner is the general contractor and doing the project, they do not have to complete the city license but must complete a building permit to work on your homes such as replacing a window, entry door, and porch.

Council Member Leehy, Approved 5-0

F. CONSENT AGENDA:

1. General Disbursements through: 2/07/20 \$119,610.95
Payroll through: 1/31/20 \$18,852.92
2. Approval of City License(s)
3. Resignation of Ben Smith from the Falcon Heights Fire Department

Approved 5-0

G: POLICY ITEMS:

1. Consider changes to the City Code concerning vegetation, forestry, and landscaping

City Administrator Thongvanh

The Planning Commission held a public hearing to consider changes to Chapters 54 and 113 of the City Code at their January 28, 2020 meeting. In addition, the city council also discussed changes at the January 15 and February 5, 2020 workshops. We are excited to bring forward the Ordinance for adoption so that residents will have the ability to plant and maintain native landscaping on their properties.

Resources will be provided from the watershed districts, state agencies, and other groups. There will also be grant monies for residents who are looking to plant natives. The information and visuals will be available after the adoption of the Ordinance.

Councilmember Miazga is excited to see it happening. The Environment Commission began drafting the ordinance a year ago after research surrounding cities on their landscaping ordinances. The commission also did a survey online and received positive feedback. They did a terrific job.

Councilmember Leehy requested the pink border to be thicker to help residents see it and distinguish the difference but otherwise the visual looks amazing. Mayor Gustafson reminded that residents must maintain the plants/grass and well-kept for safety, there are a right-of-way and yard setback (2 feet) and cannot plant on the boulevard.

Council Member Andrews, Approved 5-0

2. Consider approval of agreement with Center for Energy and Environment to perform Home Energy Squad visits

City Administrator Thongvanh

Councilmember Miazga and the Environment Commission requested that \$2,500 be added to the 2020 city budget for facilitating a Home Energy Squad partnership with the Center for Energy and Environment. The program provides great benefits to the residents by having an energy consultant who will evaluate energy saving opportunities and install energy-efficient materials such as door weather stripping, LED light bulbs, and high-efficiency water fixtures.

In the agreement, the city will use the \$2,500 to subsidize the costs to residents, and each household will have to pay only \$50.00 for the visit and consultation. The program is currently budgeted for one year but may be continue depending on interest and available funds.

Councilmember Wehyee asked about the income threshold for the potential free visits that are available for income-based families and processes. City Administrator Thongvanh stated that the family would have to apply through Center Point or Xcel Energy. They will have their criteria of requirements that are income-based.

Council Member Wehyee, Approved 5-0

H. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews

- The Environment Commission did not meet because of a lack of quorum.
- A couple of weeks ago, Councilmember Wehyee and I attended a two-day training session with the League of Minnesota Cities. The training was well done and very helpful.
- CTV is doing a new series of podcasts and will be available online and on local cable. I will be featured in one of the podcasts. The goal is to introduce newly elected officials to the community.

Council Member Miazga

- NYFS met and continues to look at sustainability and the replacement of Jerry Hromatka.
- The Falcon Heights Elementary School is making progress with the levy money to expand its welcome center for the after school program and other locations in the building.
- The Hamline Dental is open and is located at Larpenteur Avenue and Hamline Avenue. It is nice to see it occupied.

Council Member Leehy

- The Parks and Recreation meeting is on Monday, March 2, at 6:30pm. The meeting will be at the city council chambers. We also have openings and if you are interested in serving the commission, please apply online or in the city hall.
- On Saturday, February 8, our state representative held their town meeting. The city will be having the first town hall event called Breakfast with City Council on Saturday, March 21 from 10am-12pm at city hall. The city will provide food and beverages.

Council Member Wehyee

- On Monday, February 3, the Community Engagement Commission (CEC) hosted the Human Rights Day "Food Security and Child Hunger" event and it was a successful. We also had CTV interview the guest speakers, a census representative, Mayor Gustafson, and Shirley Reider who was the previous chair to CEC. Representative Alice Hausman was present and included the event in her newsletter. The CEC is hoping to collaborate with the Sheridan Story for volunteer opportunities and events.
- My first CEC meeting was on January 27, and we reviewed the strategic planning report. We have a lot of work to do such as developing the CEC plan, updating the liaison and new resident packets, create liaison events (spring and fall), a potential collaboration with the Air National Guard on September 26, and lastly, create a statement outlining Falcon Heights values and bring it to the city council workshop. Adding on, we have two vacancies on the CEC. Pastor Rick King resigned on Monday, February 10, and will be reaching out to the community if they are interested in serving the commission. Our next meeting will be on Monday, February 24.

Mayor Gustafson

- The Planning Commission will not meet on February 25, due to caucuses and lack of urgent business.
- The Community Response Training has five or more openings for Ramsey County, meets on Wednesdays, and has nine sessions. It is free to attend and all are welcome.
- We had a Block Captain meeting and some neighborhood liaisons were present. In Falcon Heights, we refer our block captains as neighborhood liaison, while other cities do not. The topic was about tax fraud ID and tax, and coronavirus products such as miracle cures, and romance.
- On Wednesday, March 4, is Coffee/Eggroll with a Cop at Eggroll Queen Cafe from 11:30am - 1pm.
- I spoke with the City of St. Paul, City Council President Amy Brendmoen who stated today that they pulled out of their Consent Agenda on the approval of St. Paul Fire

Department withdrawing from the nearest unit response agreement that Falcon Heights entered in 2015. This is separate from the Mutual Aid Agreement.

- I want to thank Ben Smith for his service and dedication. We are sad to see him leave. Residents who are interested in joining the Fire Department please apply online. We are a paid-on-call staff.
- I would like to thank the Public Works Department for plowing the snow on Sunday. They did an amazing job.

City Administrator Thongvanh

- We have been applying for different grants this year.
- It is not public yet but we will be having a Baseball Clinic with the Twins in the summer. Staff will be researching different venues in case of rainy weather since they do not allow reschedules and if the Community Building is not available. We are also looking to collaborate with different cities so that we can have the event in their community spaces.
- The city is working towards the strategic planning report on increasing communications, creating new events such as Breakfast with City Council, and a new website.
- Summer seasonal positions are now available. Applications are online and at city hall.

I. COMMUNITY FORUM:

J. ADJOURNMENT:

Randy Gustafson, Mayor

Dated this 12th day of February, 2020

Sack Thongvanh, City Administrator

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A. CALL TO ORDER:

B. ROLL CALL: ANDREWS X GUSTAFSON X LEEHY X
MIAZGA X WEHYEE X

STAFF PRESENT: THONGVANH X

C. PRESENTATION

1. Environment Commission Annual Report, Jim Wassenberg, Environment Commission Chair

Jim Wassenberg, Environment Commission Chair

Jim reviewed the Environment Commission recent and future activities, which includes:

- Drafting of Native Landscaping code modifications (recently adopted)
- Continue to host the Sustainability Fair. In 2020, the commission will collaborate with St Anthony Citizens for Sustainability and Resilient Roseville
- Food Scraps Collection Site (recently approved and is located at City Hall parking lot)
- Community Communication through EC Corner on the Weekly E-newsletter
- Home energy audit promotion
- Investigate future projects for Planned Urban Development, Beekeeping, EV charging station, Greening of Schools
- Continued outreach to other Twin Cities Environmental Commissions and Groups

D. APPROVAL OF MINUTES:
N/A

E. PUBLIC HEARINGS:

1. Ordinance Amendment to Chapter 46 of the City Code

City Administrator Thongvanh

The proposed ordinance changes were introduced at the November 2019 City Council Workshop meeting. City Staff presented the proposed ordinance again at the January 2020, and February 2020 City Council Workshops. The changes include clarifications on vehicles that may park where and for how long. In addition, we will also change the parking fine to \$50. The next change is on the snow removal period and provides clarity on how snow events are handled when it comes to parking.

Mayor Gustafson received a letter from a concerned citizen regarding the 72-hour versus the 48-hour period when the snowfalls. City Administrator clarified that it is the amount of time allowed between

from start to finish. The 72 hours were in place when the city contracted with the Ramsey County for snowplow and now with two owned trucks, Public Works plows the street. We are getting done quicker and allowing 48 hours to plow the streets is reasonable.

Mayor Gustafson received another letter from a concerned citizen who lives in the Northome neighborhood regarding the 48 hours on a vehicle parked on our streets. Mr. Gustafson stated that Falcon Heights always had the 48 hours restriction. The proposed ordinance is to clarify what a passenger vehicle is versus a truck/bus/recreational vehicle.

Jim Wassenberg, Environment Commission Chair

I would like to thank Public Works for their hard work and dedication to plow our streets. I want to make a comment that I appreciate the changes to the ordinance that will allow the city to maintain the roads.

Council Member Leehy

I want to point out on the fee schedule item for Solicitors, Peddlers, and Transient Merchants. If you received a door-knock from a solicitor and who does not have a city license, please direct them to the city hall and notify the city staff. The company must submit a Solicitors, Peddlers, and Transient Merchants license for each individual. The City Administrator must approve the application and the license is not transferable.

Council Member Wehyee

Asked City Administrator on how the fee schedule is determined. City Administrator Thongvanh stated that every year he brings the fee schedule to the city council workshops to review if there need to be any changes. If the fee schedule does not have any changes then it will be an overview. If there is a significant change to the fee schedule such as the false alarm, then we do request staff to research surrounding cities to make sure it is comparable and will go through multiple meetings.

Council Member Andrews

I appreciate raising the parking fee to \$50. It will help during fair time and prevent parking issues.

Council Member Miazga, Approved 5-0

F. CONSENT AGENDA:

1. General Disbursements through: 2/18/20 \$82,879.31
Payroll through: 2/15/20 \$18,632.59
2. Appoint Pedro De Filippo Vannucci to the Environment Commission
3. Resignation of Rick King from the Community Engagement Commission

Pedro De Filippo Vannucci

I am thankful for accepting me to the youth Environment Commission. I am excited to volunteer for Falcon Heights and help build a sustainable and environmental city.

Mr. Wassenberg added that the Pioneer Press wrote an article about Falcon Heights appointing its first youth commissioner after launching the program last year.

G: POLICY ITEMS:

1. Amendment to Administrative Manual Regarding Guidelines for Snow and Ice Control

City Administrator Thongvanh

The City Council requested that staff look into a snow removal policy outside of the formal City Code. City staff found a snow and ice policy in the existing Administrative Manual; however, it is unknown when the policy was last revised. With no revised date, the city decided to update the Administrative Manual, which includes the language noting that the City performs its plowing of local streets as well as updated information on pathway plowing, and specific information related to property damage, parking restrictions, and responsibilities of property owners. The current and proposed policy borrows language from existing policies in Roseville and Arden Hills. Staff believes these changes will provide an important communication tool to residents during winter months.

A reminder about the manual. It gives staff guidance on how to approach different situations and scenarios. In addition, it also helps our residents understand the process of how we handle each situation and scenario.

Council Member Leehy

I appreciate how staff is combing through and getting the policies, ordinances, and manual updated. I request I would like to make it have a revision stamp in order to help future revisions.

Council Member Wehyee, Approved 5-0

H. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews

- The State of Minnesota is part of the Super Tuesday for the Primary Election for the Presidential Election. It is on Tuesday, March 3, from 7AM-8PM. I encourage everybody to go vote.

Council Member Miazga

- Regarding the Primary Election, residents can vote at two polling places. If you live West of Snelling Ave, you will vote at City Hall. If you live East of Snelling Ave, you will vote at Falcon Heights United Church of Christ. Last night, I attended the caucus and was grateful to see many community members of the event.
- The Falcon Heights bonding bill is still pending. I sent letters to all the senate bonding committee members.
- NYFS is getting closer to hiring a new president and director. They are down to five applicants.

- I am very grateful that we live in a state where the state Health Department is well funded by the governor and educated. The governor is well in touch with the Centers for Disease Control and Prevention (CDC), and Health Department daily to be informed about the coronavirus. We live in a good state.

Council Member Leehy

- Parks and Recreation Commission meeting is on Monday, March 2. The city commission meetings are open to the public and can provide public inputs.

Council Member Wehyee

- I have been communicating with the University of Minnesota and Commonwealth Terrace Cooperative (CTC) boards and am requesting representatives to do a formal presentation at the city hall. The presentations will help residents be aware of the proposals on the potential renovation and redevelopment at CTC.
- The Community Engagement Commission (CEC) meeting was on Monday, February 24.
 - Updates:
 - We have the honor of having Sue Gerhz, who was the former mayor of the city. She spoke about the history of our commission and provided updates on the Peace Garden. They are looking for volunteers for the groundbreaking on July 7. More information will be provided in the next few months and get community members to involve volunteering opportunities.
 - Continue to review the strategic planning report and create a CEC plan in the 1st quarter. We expect to accomplish the plan soon. The commission will also present the plan to the City Council in April. In addition, we also brainstormed on how to get more community involvement and increase participation from residents and the city council.
 - Continue to update the New Resident packet and Neighborhood Liaison handbook
 - Spring Together is on Saturday, June 6 from 11am-2pm.
 - Breakfast with City Council is on Saturday, March 21 from 10am-noon.
 - There are two openings and if you are interested in joining the commission, please apply.
- I received an email from a resident stating that the city has improved on communications to the community. I was happy to hear about it because our main goal is to improve our communications with the residents.

Mayor Gustafson

- Breakfast with City Council is on Saturday, March 21, from 10am-noon. All are welcome to attend.
- On Friday, March 24, the League of Women Voters Roseville Area is hosting How Are Our Cities Addressing Environmental Issues? event at Roseville Library Community room at 6:30pm. I will be one of the panelists.
- Wednesday, March 4, is Coffee/Eggroll with a Cop at Eggroll Queen Café. The event starts at 11:30am.

- The annual Scouting Day host by Sheriff's Office is on Saturday, February 29. If you are in a scout troop or know anyone who is, please attend the event.

City Administrator Thongvanh

- The Spring Newsletter will be out in mid-March.
- The 2020 Census is coming up and residents will be getting notifications on how to complete the form online and in-person. City staff will also put the information in the weekly newsletter.
- The warming house is closed for the season due to the warm weather. This year we had more people at the ice rink.
- City staff is starting to work on Spring Together, Baseball Clinic workshop, Ice Cream Social, and summer programs.
- Summer position applications are now open. City Staff attended the Roseville School District job fair to promote the positions.
- A reason why we do not have the February 12, meeting minutes is that all the staff was working on data requests. Originally, it was just me but due to the huge amount of requests, I had all my staff assist me. They did a great job in helping and we were able to complete it.
- Fire Department Updates:
 - Increase communications on social media and weekly newsletter.
 - Received positive feedback from the firefighters regarding communications, training sessions, organization, and connecting with the community and cities.
 - Audits: researching different helmets because the current ones are outdated and need replacements. In addition, provide equipment that the department needs.
 - The City of Roseville Fire Department has been helping us create a description for Assistant Fire Chief, Fire Chief, captains, and firefighters. The city never had this before so it is a great step in terms of making sure we have a professional department.

I. 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.

J. ADJOURNMENT:

Randy Gustafson, Mayor

Dated this 26th day of February, 2020

Sack Thongvanh, City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2020
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 3/03/20 \$253,331.50 Payroll through: 2/29/20 \$19,450.80
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-061		ANCHOR PAPER COMPANY					
I-10614729-00		HAND TOWELS & BATH TISSUES	298.77				
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N			
		HAND TOWELS & BATH TISSUES		101 4131-70110-000	SUPPLIES		298.77
		=== VENDOR TOTALS ===	298.77				
01-03110		CENTURY LINK					
I-202002217433		LANDLINES FEB 7 TO MAR 6	63.48				
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N			
		LANDLINES FEB 7 TO MAR 6		101 4141-85011-000	TELEPHONE - LANDLINE		63.48
		=== VENDOR TOTALS ===	63.48				
01-06290		CITY OF ROSEVILLE					
I-202002217434		REGISTRATION 2020 CAREER FAIR	35.00				
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N			
		REGISTRATION 2020 CAREER FAIR		101 4116-89010-000	SPECIAL EVENTS		35.00
		=== VENDOR TOTALS ===	35.00				
01-05450		LEAGUE MN CITIES INS TRST					
I-202002217435		2020 PROPERTY & CASUALTY INS	40,564.00				
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N			
		2020 PROPERTY & CASUALTY INS		101 4112-88000-000	INSURANCE & BONDS		40,564.00
		=== VENDOR TOTALS ===	40,564.00				
01-05582		MENARDS					
0590222068116		SUPPLIES	121.82				
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N			
		SUPPLIES		101 4131-70110-000	SUPPLIES		121.82
		=== VENDOR TOTALS ===	121.82				
01-05843		MN NCPERS LIFE INSURANCE					
I-458800032020		MAR 2020 LIFE INSURANCE	48.00				
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N			
		MAR 2020 LIFE INSURANCE		101 21709-000	OTHER PAYABLE		24.64
		MAR 2020 LIFE INSURANCE		204 21709-000	OTHER PAYABLE		1.60
		MAR 2020 LIFE INSURANCE		601 21709-000	OTHER PAYABLE		15.52
		MAR 2020 LIFE INSURANCE		602 21709-000	OTHER PAYABLE		6.24
		=== VENDOR TOTALS ===	48.00				

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
01-0330	OLSON, ROLAND					
I-1599		FLEX PAYMENT	72.00			
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N		
		FLEX PAYMENT		101 21712-000	MEDICAL FLEX SAVINGS PAY	59.76
		FLEX PAYMENT		601 21712-000	MEDICAL FLEX SAVINGS PAY	10.80
		FLEX PAYMENT		602 21712-000	MEDICAL FLEX SAVINGS PAY	1.44
=== VENDOR TOTALS ===			72.00			

01-06115	TIMOTHY PITTMAN					
I-202002217436		FLEX PAYMENT	252.34			
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N		
		FLEX PAYMENT		101 21712-000	MEDICAL FLEX SAVINGS PAY	100.94
		FLEX PAYMENT		601 21712-000	MEDICAL FLEX SAVINGS PAY	88.32
		FLEX PAYMENT		602 21712-000	MEDICAL FLEX SAVINGS PAY	63.08
=== VENDOR TOTALS ===			252.34			

01-06301	SAMS CLUB MC/SYNCE					
I-202002217437		JAN PURCHASES	814.58			
2/21/2020	APBNK	DUE: 2/21/2020 DISC: 2/21/2020		1099: N		
		NEWSPAPER PIONEER PRESS		101 4116-70100-000	SUPPLIES	16.00
		SAM'S CLUB ANNUAL MEMBERSHIP		101 4131-70110-000	SUPPLIES	140.00
		ADMIN MEETING		101 4116-89010-000	SPECIAL EVENTS	46.78
		FOOD FOR ADMIN MEETING		101 4116-89010-000	SPECIAL EVENTS	125.30
		FOOD FOR ADMIN MEETING		101 4112-86110-000	MEMBERSHIPS	332.00
		FACEBOOK ADS		210 4210-70420-000	NEWSLETTER/COMMUNICATION	117.47
		HUMAN RIGHTS DAY EVENT		101 4116-89010-000	SPECIAL EVENTS	37.03
=== VENDOR TOTALS ===			814.58			
=== PACKET TOTALS ===			42,269.99			

PACKET: 02107 FEB 25 PAYABLES 2020
 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-----						
2/24	ALL TEST & INSPECTION INC					
I-OH18-12902		TEST OVERHEAD CRANE IN SHOP	323.60			
2/25/2020	APBNK	DUE: 2/25/2020 DISC: 2/25/2020		1099: N		
		TEST OVERHEAD CRANE IN SHOP		101 4131-87010-000	CITY HALL MAINTENANCE	323.60
=== VENDOR TOTALS ===			323.60			

01-05052	JOHNSON-POWERS,DAN					
I-202002257439		4 TRAINING CLASSES FEB	400.00			
2/25/2020	APBNK	DUE: 2/25/2020 DISC: 2/25/2020		1099: N		
		TEACHING 4 CLASSES IN FEB		101 4124-86020-000	TRAINING	400.00
=== VENDOR TOTALS ===			400.00			

01-05676	OFFICE DEPOT					
I-442680355001		OFFICE SUPPLIES	424.79			
2/25/2020	APBNK	DUE: 2/25/2020 DISC: 2/25/2020		1099: N		
		RECORD FILES, PENCILS		101 4112-70100-000	SUPPLIES	178.89
		BINDERS		101 4112-70100-000	SUPPLIES	182.28
		ORGANIZERS, CALENDAR, PENCILS		101 4112-70100-000	SUPPLIES	63.62
=== VENDOR TOTALS ===			424.79			

01-05842	ZHOU, ZHINING					
I-202002257438		REIMB POSITIVE PAY ERROR	215.65			
2/25/2020	APBNK	DUE: 2/25/2020 DISC: 2/25/2020		1099: N		
		REIMB POSITIVE PAY ERROR		101 4113-60520-000	PART TIME EMPLOYEE	215.65
=== VENDOR TOTALS ===			215.65			
=== PACKET TOTALS ===			1,364.04			

POST	DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
0	087	AMANDA LOR					
I-202003037442			FEB REIMB	29.00			
3/03/2020	APBNK		DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
			CELL PHONE REIMB FEB		101 4116-85010-000	TELEPHONE	20.00
			MILEAGE REIMB FEB		101 4112-86010-000	MILEAGE & PARKING	9.00
			=== VENDOR TOTALS ===	29.00			
01-00250		AMERIPRIDE SERVICES					
I-1004722860			TOWEL, LAUNDRY SERVICES	59.30			
3/03/2020	APBNK		DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
			TOWEL, LAUNDRY SERVICES		101 4124-82011-000	LINEN CLEANING	59.30
			=== VENDOR TOTALS ===	59.30			
01-05422		BP					
I-202003037448			FUELS	970.75			
3/03/2020	APBNK		DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
			TRUCKS FUEL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	782.18
			FIRE DEPT FUEL		101 4124-74000-000	MOTOR FUEL & LUBRICANTS	188.57
			=== VENDOR TOTALS ===	970.75			
01-03103		CANON FINANCIAL SERVICES					
I-21120778			CAPIER CONTRACT CHARGE FEB	122.39			
3/03/2020	APBNK		DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
			CAPIER CONTRACT CHARGE FEB		101 4131-87010-000	CITY HALL MAINTENANCE	122.39
			=== VENDOR TOTALS ===	122.39			
01-0290		CITY OF ROSEVILLE					
I-228482			JAN ENGINEERING SERVICES	311.84			
3/03/2020	APBNK		DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
			JAN ENGINEERING SERVICES		101 4133-80100-000	ENGINEERING SERVICES	311.84
I-228484			FIRE DEPT EXPENSES AMAZON	506.99			
3/03/2020	APBNK		DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
			FIRE DEPT EXPENSES AMAZON		101 4124-80330-000	FIRE CONSULTANT	506.99
			=== VENDOR TOTALS ===	818.83			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-122		CITY OF ST PAUL				
I-IN39879		STREET LIGHT MAINTENANCE 6-12	311.52			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		STREET LIGHT MAINTENANCE 6-12		209 4209-87120-000	REPAIR & MAINTENANCE	311.52
		=== VENDOR TOTALS ===	311.52			
01-05166		GRAINGER, W. W., INC.				
I-9438291941		VEHICLE INSPECTION	41.40			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		VEHICLE INSPECTION		101 4132-70120-000	SUPPLIES	41.40
		=== VENDOR TOTALS ===	41.40			
01-05153		HOME DEPOT CRC/GECF				
I-202003037443		PADLOCK, BURNER GRILL, WHEEL	251.34			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		PADLOCK, BURNER GRILL, WHEEL		101 4141-70100-000	SUPPLIES	251.34
		=== VENDOR TOTALS ===	251.34			
01-05772		IDC AUTOMATIC				
I-00019875-IN		LIFTMASTER PRODUCTS	40.83			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		LIFTMASTER PRODUCTS		101 4131-87010-000	CITY HALL MAINTENANCE	40.83
		=== VENDOR TOTALS ===	40.83			
01-05235		JAN-PRO CLEANING SYSTEMS				
91953		JANITORIAL SERVICES MARCH	450.00			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		JANITORIAL SERVICES MARCH		101 4131-87010-000	CITY HALL MAINTENANCE	225.00
		JANITORIAL SERVICES MARCH		101 4124-61530-000	FIRE HALL CLEANING	225.00
		=== VENDOR TOTALS ===	450.00			
01-05418		JUSTIN MARKON				
I-202003037444		FEB REIMB	46.74			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		MILEAGE REIMB FEB		101 4117-86010-000	MILEAGE	26.74
		CELL PHONE REIMB FEB		101 4117-85015-000	CELL PHONE	20.00
		=== VENDOR TOTALS ===	46.74			

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
01-07263		MID CITY SERVICES- INDUSTRIAL				
I-116868		FLOOR MATS	42.15			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		FLOOR MATS		101 4131-70110-000	SUPPLIES	42.15
=== VENDOR TOTALS ===			42.15			
-----ID-----						
01-07263 NEXTEL COMMUNICATIONS, INC						
I-610189225-200		JAN 15 - FEB 14	101.52			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		JAN 15 - FEB 14		101 4131-85015-000	CELL PHONE	101.52
=== VENDOR TOTALS ===			101.52			
-----ID-----						
01-05973 NORTH SUBURBAN ACCESS CORPORAT						
I-2020-005		WEBSTREAMING & CABLE CASTING	492.42			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		WEBSTREAMING JAN		101 4116-85060-000	WEB SITE	170.67
		CABLE CASTING JAN		101 4116-85050-000	CABLE TV	321.75
=== VENDOR TOTALS ===			492.42			
-----ID-----						
01-06024 ON SITE SANITATION						
I-884903		HAND SANITIZERS & RESTROOMS	235.00			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		HAND SANITIZERS & RESTROOMS		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
		PORTABLE RESTROOMS		601 4601-85080-000	PORTABLE TOILET PARKS	160.00
=== VENDOR TOTALS ===			235.00			
-----ID-----						
01-06024 15 TIMOTHY PITTMAN						
I-202003037445		FLEX PAYMENT	136.33			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		FLEX PAYMENT		101 21712-000	MEDICAL FLEX SAVINGS PAY	54.53
		FLEX PAYMENT		601 21712-000	MEDICAL FLEX SAVINGS PAY	47.72
		FLEX PAYMENT		602 21712-000	MEDICAL FLEX SAVINGS PAY	34.08
=== VENDOR TOTALS ===			136.33			
-----ID-----						
I-202003037446		MILEAGE REIMB FEB	37.12			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		MILEAGE REIMB FEB		101 4132-86101-000	MILEAGE	37.12
=== VENDOR TOTALS ===			173.45			

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
01-06184	RAMSEY COUNTY					
I-EMCOM-008265		JAN RADIO FLEET, 911 DISPATCH	3,339.26			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		JAN RADIO FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	68.64
		JAN 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,739.96
		JAN CAD		101 4122-81200-000	911 DISPATCH FEES	530.66
		=== VENDOR TOTALS ===	3,339.26			

01-06184	RAMSEY COUNTY	POLICE AND 911				
I-SHRPL-001854		JAN & FEB LAW ENFORCEMENT	195,350.86			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		JAN LAW ENFORCEMENT SERVICES		101 4122-81000-000	POLICE SERVICES	97,675.43
		FEB LAW ENFORCEMENT SERVICES		101 4122-81000-000	POLICE SERVICES	97,675.43
		=== VENDOR TOTALS ===	195,350.86			

01-00935	ST PAUL REGIONAL WATER SERVICE					
I-202003037447		WATER & SANITARY SEWER	140.86			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		COMMUNITY PARK WATER		101 4141-85040-000	WATER	32.61
		COMMUNITY PARK SANITARY SEWER		101 4141-85070-000	SEWER	11.58
		CITY HALL WATER		101 4131-85040-000	WATER	71.46
		CITY HALL SANITARY SEWER		101 4131-85070-000	SEWER	25.21
		=== VENDOR TOTALS ===	140.86			

01-06546	STAPLES					
I-8057586978		REPORT COVERS WITH HINGES	75.48			
03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		REPORT COVERS WITH HINGES		101 4124-70100-000	SUPPLIES	75.48
		=== VENDOR TOTALS ===	75.48			

01-05374	TENNIS SANITATION LLC					
I-2594625		FEB RECYCLING	6,316.25			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		FEB RECYCLING SWMT & CEC		101 4131-87010-000	CITY HALL MAINTENANCE	66.50
		FEB RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	6,249.75
		=== VENDOR TOTALS ===	6,316.25			

PACKET: 02110 PAYABLES MAR 3
 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-----						
0348		TOLL - GAS & WELDING SUPPLY				
I-10338099		ACETYLENE, COMPRESSED OXYGEN	125.61			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		ACETYLENE, COMPRESSED OXYGEN		101 4131-70110-000	SUPPLIES	125.61
=== VENDOR TOTALS ===			125.61			

01-06590		TRUCK UTILITIES MFG CO.				
I-5347929		HYDRAULIC OIL	30.88			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		HYDRAULIC OIL		101 4132-70120-000	SUPPLIES	30.88
=== VENDOR TOTALS ===			30.88			

01-05737		VERIZON WIRELESS				
I-9849097890		CELL PHONE JAN 24 - FEB 23	60.07			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		CELL PHONE JAN 24 - FEB 23		101 4131-85015-000	CELL PHONE	60.07
=== VENDOR TOTALS ===			60.07			

01-05870		XCEL ENERGY				
I-672576714		DEFENSE SIREN, AUTO PROTECTIV	71.56			
3/03/2020	APBNK	DUE: 3/03/2020 DISC: 3/03/2020		1099: N		
		CURTISS FIELD GAZEBO		101 4141-85020-000	ELECTRIC/GAS	29.97
		CIVIL DEFENSE SIREN		101 4121-85020-000	ELECTRIC	12.29
		AUTO PROTECTIVE LIGHT		101 4141-85020-000	ELECTRIC/GAS	29.30
=== VENDOR TOTALS ===			71.56			
=== PACKET TOTALS ===			209,697.47			

EMP #	NAME	AMOUNT
0 022	RANDALL C GUSTAFSON	393.07
01-023	MELANIE M LEEHY	262.05
01-0024	MARK J MIAZGA	262.05
01-0025	YAKASAH WEHYEE	262.05
01-0026	KAY ANDREWS	255.30
01-1005	SACK THONGVANH	3,660.81
01-1020	AMANDA P LOR	1,436.13
01-1022	NALISHA NANDKUMAR	1,527.41
01-1136	ROLAND O OLSON	2,590.76
01-1021	JUSTIN M MARKON	1,519.76
01-0095	MICHAEL J POESCHL	369.87
01-0097	PATRICK GAFFNEY	128.61
01-0124	MICHAEL D KRUSE	128.61
01-1030	TIMOTHY J PITTMAN	2,239.40
01-1033	DAVE TRETSTVEN	1,773.45
01-1143	COLIN B CALLAHAN	1,795.00
01-2265	TOM L WILLIAMS	223.03
01-2266	COLLEEN M SMITH	426.66

TOTAL PRINTED: 18 19,254.02

2-25-2020 12:48 PM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 2/25/2020

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
01	ZHOU, ZHINING	R	2/25/2020	196.78	089347

2-25-2020 12:48 PM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 2/25/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	196.78
DIRECT DEPOSIT REGULAR CHECKS:	18	19,254.02
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	19	19,450.80

*** NO ERRORS FOUND ***

** END OF REPORT **

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REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2020
Agenda Item	Policy G1
Attachment	Quotes
Submitted By	Justin Markon, Community Development Coordinator

Item	Amendment to Administrative Manual Regarding Guidelines for Snow and Ice Control												
Description	<p>In 2018, the City submitted an application for the FEMA Assistance to Firefighters Grants in the amount of \$111,000. The request included Personal Protective Equipment (helmets, boots, hoods, coats and pants) for \$63,000 and Modify Facilities (Source Capture Exhaust Systems) for \$48,000.</p> <p>The City was denied the request for Personal Protective Equipment, but awarded funds for the Source Capture Exhaust Systems. The grant is a 95/5 match. The City Council accepted the grant in October 2019.</p> <p>The City requested quotes from two companies to perform the installation of the Source Capture Exhaust System. In addition to this work, it is necessary to install an attachment onto one truck muffler and an electrical sub-panel.</p>												
Budget Impact	<p>Grant from FEMA would cover \$45,714.28 of the project cost, with a required City match of \$2,285.72, for a total approved budget of \$48,000. Anything above this would be covered by city funds.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Plymovent system installation</td> <td style="width: 15%; text-align: right;">\$42,597.00</td> <td style="width: 35%;">(TNC Industries, Inc)</td> </tr> <tr> <td>Muffler adapter for one fire truck</td> <td style="text-align: right;">\$250.00</td> <td></td> </tr> <tr> <td>Installation of electrical sub-panel</td> <td style="text-align: right;">\$5,600.00</td> <td>(Tom Lynch)</td> </tr> <tr> <td> Project total</td> <td style="text-align: right;"> \$48,447.00</td> <td></td> </tr> </table>	Plymovent system installation	\$42,597.00	(TNC Industries, Inc)	Muffler adapter for one fire truck	\$250.00		Installation of electrical sub-panel	\$5,600.00	(Tom Lynch)	 Project total	 \$48,447.00	
Plymovent system installation	\$42,597.00	(TNC Industries, Inc)											
Muffler adapter for one fire truck	\$250.00												
Installation of electrical sub-panel	\$5,600.00	(Tom Lynch)											
 Project total	 \$48,447.00												
Attachment(s)	<ul style="list-style-type: none"> • Quote from TNC Industries, Inc • Quote from Air Cleaning Technologies, Inc 												
Action(s) Requested	Staff recommend approving the quote from TNC Industries, Inc for installation of Plymovent system and authorize the City Administrator to authorized additional work as necessary not to exceed \$10,000.												

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January 30, 2020

Falcon Heights Fire Department
Attn: Assistant Chief Anton Fehrenbach
2077 Larpenteur Avenue West
Falcon Heights, MN 55113

Re: Diesel Exhaust Extraction System

Dear Assistant Chief Fehrenbach,

We offer the following proposal for installing a vehicle exhaust extraction system for the Falcon Heights Fire Station. The proposal includes all labor and Plymovent Equipment to install a code compliant system. This vehicle exhaust extraction system meets or exceeds the NFPA requirements as well as the Minnesota State Mechanical Code requirements for a source capture system.

We will provide one Plymovent 3hp fan with a Plymovent OS3 Controller, wireless transmitters for starting the system, magnetic grabbers, ductwork, installation labor and materials. The fan will cover the three vehicles listed below.

Bay One and Three

Provide one Plymovent Model SBTA21 in the front of Bay 1 and Bay 3. The SBTA21 is designed for vehicles with under carriage side exhaust that are backed into the station and parked with the tailpipe within 29' of the door. Ladder 757 will be parked in Bay One. Engine 753 will be parked in Bay Three.

Bay Two

Engine 752's tailpipe is 42' to the door when parked and therefore, it will be connected using a Plymovent Model STR401 or Straight Rail Assembly with a complete trolley and flex assembly. The STR is designed for bays with vehicles that have under carriage side exhaust and are driven through the station or backed into the bay and parked with the tailpipe over 30' from the door.

We include electrical wiring to the Plymovent OS3 control panel and from the OS3 to the fan. We also include roofing and hole cutting for the duct penetration through the roof.

The price for the work outlined above is \$40,972.

Falcon Heights would be responsible for installing the wireless transmitters in the three vehicles. If preferred, we will coordinate and pay for the installation of the three transmitters for an add to the contract of \$1625.

We appreciate the opportunity to work with Falcon Heights to protect their fire fighters.

Sincerely,
TNC Industries, Inc.

A handwritten signature in black ink, appearing to read "Thomas P. Egan", with a long, sweeping horizontal stroke extending to the right.

Thomas P. Egan
Vice President

Air Cleaning Technologies, Inc.

221 Oak Street Bonner Springs, KS 66012-1028

Ph. 913-422-0091 Fax: 913-422-0093

www.aircleaningtech.net

Providing Clean Air in the Workplace!

Sales Quotation

Anton Fehrenbach, Asst. Chief
 Falcon Heights Fire Dept.
 2077 Larpenteur Ave. West
 Falcon Heights, MN 55113
 anton.fehrenbach@falconheights.org

Salesperson: Rory Smith

Quote Number: 203738

Date 11/25/2019

Quote Expires on: 5/25/2020

Mfgr.	Part #	Description	Price	Qty	Extend
		Plymovent Source Capture Exhaust Removal System <i>A Plymovent Source Capture System Meets or Exceeds the following standards:</i> <i>OSHA (Occupational Safety & Health Administration) - "install local exhaust ventilation that removes harmful fumes at their source - hose to tailpipe or stack exhaust"</i>			
Plymovent	SBTA21-MG	Sliding Balancer Track, SBTA21, Magnetic Nozzle.	\$0.00	2	\$0.00
Plymovent	STRA41-MG	Straight Rail System for back-in bay. Rail length 40 ft..	\$0.00	1	\$0.00
Plymovent	TEV-5	5hp Fan, TEV style fan. 208-230V, 3 phase fan. 10" dia. inlet	\$0.00	1	\$0.00
Plymovent	OS3-5	Operation Control Box for 5hp fan: Wireless Transmitters (qty. 3) installed in FD Vehicles Wireless Receiver	\$0.00	1	\$0.00
A.C.T.		Installation of New Plymovent System: - Local Mechanical Labor - Lodging / Travel - Supports / Bracing - Spiral Ductwork & fittings - Tailpipe Modifications - Electrical Connection of Fan - Freight	\$0.00	1	\$0.00
A.C.T.	Warranty	All PlymoVent Equipment is covered under a three year warranty on ALL parts associated with the exhaust system (exclusions include obvious misuse and/or abuse, electrical surges or brown-outs, etc.). On-site local service is provided for one year	\$0.00	1	\$0.00
		Budgetary Estimate: Installed System:	\$47,050.00	1	\$47,050.00

Mfgr.	Part #	Description	Price	Qty	Extend

I accept the terms and conditions of this quotation.

Signed: _____

Name: _____ Title: _____

Date: ____ / ____ / ____ P.O. # _____

Sub-Total	\$47,050.00
Tax	
Total	\$47,050.00



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2020
Agenda Item	Policy G2
Attachment	Quote
Submitted By	Sack Thongvanh, City Administrator

Item	Community Park Building Inspection
Description	<p>The Community Park Building is used on a regular basis throughout the year for various City events, Lions Club events, Recreational Programs, and as a rental for many private events.</p> <p>In the last five years, the City has continued to do visual inspections and repairs. During the 2019 visual inspections and repairs, concerns were discovered that will need further investigation is we want to continue to use that facility. The building is brick and wood constructed.</p> <p>Bolton & Menk was recommended by our City Engineer, a firm they have used in the past. Services provided will include:</p> <ul style="list-style-type: none"> • Perform a one-day field investigation of accessible portions of the building. • Evaluate the structural impacts to the facility based on the current observed deterioration. • Prepare a rehabilitation recommendations letter report outlining potential repair and rehabilitation methods and expected design life of those repairs or rehabilitations. • Develop budgetary cost estimates for potential structural repairs and rehabilitations. • Participate in 1 meeting with City staff to discuss the habitation recommendations.
Budget Impact	The cost is not to exceed a fixed fee of \$5,500.
Attachment(s)	<ul style="list-style-type: none"> • Proposal
Action(s) Requested	Staff would recommend approval of proposal for engineering services for the Community Park building for structural evaluation and recommendations.

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November 7, 2019

Sack Thongvanh
City Administrator
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

RE: Proposal for Engineering Services
Community Park Building Structural Evaluation and Recommendations

Dear Mr. Thongvanh,

Thank you for providing Bolton & Menk this opportunity to assist you in developing a solution to the structural deterioration of your community park building. We have developed the following proposal which outlines our anticipated scope of services, estimated fee and assumptions.

Our scope of work and associated fee was developed based on our field visit to the facility on November 1st and the Power Point photos you provided. The building was locked during our initial site visit, so our observations and proposed scope of services is based on our observation of the exterior.



Photograph 1: Exterior View of Community Park Building



Photograph 2: Initial Façade Repairs Under Way



Photograph 3: Apparent Distress in Upper Level Windows

Because the scope of potential repair work has not been fully developed for this facility, we would recommend a phased approach. The first phase would entail conducting a field investigation, evaluating the conditions observed and developing a recommendations report. The recommendations report can then be reviewed with City staff and stakeholders to prioritize the required repairs.

Field Investigation, Evaluation and Recommendations Report

We would recommend the following tasks to better determine the condition of the building and assist the City in prioritizing future repairs and improvements.

- Perform a one-day field investigation of accessible portions of the building.
- Evaluate the structural impacts to the facility based on the current observed deterioration.
- Prepare a rehabilitation recommendations letter report outlining potential repair and rehabilitation methods and expected design life of those repairs or rehabilitations.
- Develop budgetary cost estimates for potential structural repairs and rehabilitations.
- Participate in 1 meeting with City staff to discuss the rehabilitation recommendations.

Design and Bidding Document Preparation

Based on the rehabilitation recommendations letter report, the City can select a potential rehabilitation method that best fits their budget, operational and schedule requirements. A summary of tasks and related fee can be developed and provided to the City after completion of the recommendations report.

In preparing this proposal, we have noted the following assumption, exclusions and anticipated scope of services provided by others. Please review these and respond if any adjustments are required.

Proposal assumptions:

1. The City will provide access to the facility by staff familiar with past deterioration.
2. We have not included design and bidding phase services. The scope of the structural design and bidding phase work cannot be adequately determined at this time. We would be happy to provide an estimate for these services once the recommendation report is complete and the design phase scope of services can be adequately determined.

Information/Scope of services provided by others:

1. City will provide access to their existing building design documents for determination and documentation of the existing conditions.
2. City will provide access and ladders to review conditions above ceiling access panels, if present.
3. Application and coordination of building code reviews and applicable building permits.

Proposal Exclusions:

1. Petrographic, destructive or non-destructive testing services
2. Environmental work related to hazardous material identification and disposal
3. Structural special inspections
4. Civil design and surveying

We propose to complete the field investigation, evaluation and recommendations report for a not to exceed fixed fee of \$5,500. Additional services, if requested, will be billed at our standard hourly rates.

Name: Sack Thongvanh
City of Falcon Heights
Date: November 7, 2019
Page: 4

We are excited at the opportunity to complete this project for the City of Falcon Heights. Please contact me at (612) 772-4272 or eric.leagjeld@bolton-menk.com if you have any questions regarding this proposal.

Sincerely,

Bolton & Menk, Inc.



Eric Leagjeld, PE
Senior Project Manager



Marcus Thomas, PE
Principal Engineer

TERMS OF PROPOSAL

The accompanying Proposal, Offer or Scope Document (referred to as "Service Documents") describes the "Project" and "Services" to be performed and is subject to the following terms and conditions. These Terms of Service (referred to as "Terms") are an integral part of the Services as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope.

SECTION I - CONSULTANT'S SERVICES

A. The CONSULTANT agrees to perform the Services as described in the attached Service Documents.

B. Upon mutual agreement of the parties hereto, Additional Services may be authorized as described in Paragraph IV.B.

SECTION II - THE CLIENT'S RESPONSIBILITIES

A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section III of these Terms.

B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.

C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.

D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.

E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to Services to be performed. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost

estimating, financial advisory or "municipal advisor" (as per 2010 Dodd-Frank Reform Act and SEC rules) services and the CLIENT shall provide such services as may be required for completion of the Project.

G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the attached Service Documents.

H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of the Services, unless explicitly included in the Service Documents. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

SECTION III - COMPENSATION FOR SERVICES

A. FEES.

1. The CLIENT will compensate the CONSULTANT in accordance with the Proposal.

2. The Schedule of Fees shall apply for services provided through end of current year. Hourly rates may be adjusted by CONSULTANT, in consultation with CLIENT, on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year. Rates and charges do not include sales tax, if applicable. If such taxes are imposed and become applicable after the date of these Terms, CLIENT agrees to pay any applicable sales taxes.

3. Additional Services as outlined in Section I.B will

vary depending upon project conditions and will be billed on an hourly basis at the rates described in Section III.A.1.

4. Expenses required to complete the agreed scope of services will be invoiced separately, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the Services. CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to the Total cost not to exceed fee or approved Additional services.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.

2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.

3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. **Documents Retention.** The CONSULTANT will maintain records that reflect all revenues, costs incurred and services provided in the performance of the Services. The CONSULTANT will also agree that the CLIENT, State or their duly authorized representatives may, at any time during normal business hours, and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the Services for a period of six years.

SECTION IV - GENERAL

A. STANDARD OF CARE: Professional services provided under the Service Documents will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE: In the event the CLIENT changes or is required to change the scope or duration of the project from that described in the Service Documents, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. The CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work and the Terms will be amended.in writing.

C. LIMITATION OF LIABILITY

1. **General Liability of CONSULTANT.** For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.

2. **Professional Liability of CONSULTANT.** With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.

3. **General Liability of Client.** To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.

4. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Services, from any cause or causes. CLIENT waives all claims against individuals involved in the services provided under these Terms and agrees to limit all claims to the CONSULTANT'S corporate entity.

5. Nothing contained in the Service Documents or these Terms shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of any agreement between CLIENT and CONSULTANT for the performance or nonperformance of Services provided hereunder.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability insurance policy and, at its option, excess or umbrella liability policy or policies, insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.

2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance policy and, at its option, excess umbrella liability policy or policies, insuring owned,

non-owned and hired vehicles used by CONSULTANT for the Services. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.

3. CLIENT shall be named Additional Insured for the liability policies required in III.D.1 and 2.

4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability (or Stop Gap coverage in ND) limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.

5. During the period of design and construction of the project, the CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from an error, omission or negligent act in the performance of professional services authorized by CLIENT. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.

6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of the Services, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST:

Where provided by the CONSULTANT as part of the Service Documents or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the

CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES: It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a Contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any Contractor. CLIENT acknowledges that the on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by the Service Documents or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided by CONSULTANT, unless such third party use and adaptation or distribution is explicitly authorized by the Service Documents.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT.

2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY: CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

J. PERIOD OF SERVICES: The obligations described in these Terms and Service Documents will remain in effect for the longer of a period of two (2) years after written authorization to proceed is issued by the CLIENT or such other expressly identified completion date set forth in the Service Documents. The period for completion of Services may be extended upon mutual agreement of the parties.

K. TERMINATION: The relationship and obligations described in an agreement incorporating these Terms and Service Documents ("Agreement") may be terminated by either party for any reason or for convenience by either

party upon seven (7) days written notice. In the event of termination, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III.

L. INDEPENDENT CONTRACTOR: Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all Services performed.

M. CONTINGENT FEE: The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure performance of the Services, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from authorization for performance of the Services.

N. NON-DISCRIMINATION: The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Services as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer** and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

O. ASSIGNMENT: Neither party shall assign or transfer any interest in any agreements executed for performance of the Services without the prior written consent of the other party.

P. SURVIVAL: All obligations, representations and provisions made in or given in Section IV and Documents Retention clause of these Terms will survive the completion of all services of the CONSULTANT or the termination of the relationship for any reason.

Q. SEVERABILITY: If any provision or part of the these Terms or any agreements executed for performance of the Services is held to be void or unenforceable under any law or regulation, that provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the

Terms and any agreements executed for performance of the Services shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

R. CONTROLLING LAW: These Terms and all agreements executed for performance of the Services is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

S. DISPUTE RESOLUTION: CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

T. MINNESOTA GOVERNMENT DATA PRACTICES ACT: All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Services is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

ATTACHMENTS: Scope and Fee Schedule