

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

AGENDA

Wednesday, August 23, 2023

7:00 p.m.

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON___ LEEHY___ MEYER ___
WASSENBERG ___ WEHYEE ___
STAFF PRESENT: LINEHAN___
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
 - 1. August 2, 2023 City Council Workshop Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
 - 1. General Disbursements through
 - a. 8/16/23: \$244,551.73
 - b. 8/21/23: \$544,121.68Payroll through 8/15/23: \$ 22,843.98
Wire Payments through 8/15/23: \$13,661.86
 - 2. City Licenses
 - 3. Authorization to Purchase up to (2) GL3000PMC Guidance Lasers for Plow Trucks
 - 4. Promulgation of Ramsey County Countywide Comprehensive Emergency Operations Plan
 - 5. 2023 Pavement Management Program Pay Estimate #2
- H: POLICY ITEMS:
 - 1. Ordinance 23-05: Amending Chapter 46-27 to Remove Definition of “Uniform” from Parking Fines
 - 2. WSB Professional Services Proposal for Community Park Building and Site Improvements
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.
- K. ADJOURNMENT:

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

AGENDA

August 2, 2023
6:30 P.M.

- A. CALL TO ORDER: 6:42 PM

- B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_
 MEYER_X_ WASSENBERG_X_ WEHYEE_X_

 STAFF PRESENT: LINEHAN_X_ VAN DER WERFF_X_

- C. POLICY ITEMS:
 - 1. Law Enforcement Contract Update

Administrator Linehan provides an update on the search for a new law enforcement partner. Council discussed what they would like to see included in a potential policing contract, it should be customized to Falcon Heights' needs. These needs can be adjusted week by week.

2. Budget Calendar

Administrator Linehan introduced a tentative meeting schedule for the Council to discuss the 2024 budget. He is proposing to have budget workshops after the regular scheduled meeting instead of having special meetings on different days. Linehan plans on keeping things brief and can explain further detail if needed. This schedule will be on next week Council Agenda for Council to approve and it will also be put on the City's calendar. Everything needs to be in place for the budget by September 27, 2023 and then the preliminary levy will be approved. Linehan adds that hopefully, police costs will be more known by then. The levy can be decreased but not increased.

3. Sister City Program

Administrator Linehan states that funds are included in the budget for miscellaneous items such as sister cities. Councilmember Wehyee asked for the topic to be included on the August agenda.

Councilmember Wehyee presents the Sister Cities Program to the Council as a good way to showcase our city, highlight and foster our accomplishments. It can be as formal as a city wants it to be. The program is helpful in expanding world knowledge and expanding cultural knowledge. There is no limit to the amount of sister cities one city can have. Small and large cities can have sister cities and even municipalities can participate. Sister cities are often chosen by looking at historical ties or cultural similarities. Councilmember Wehyee suggest multiple cities that would fit with Falcon Heights. One would be in Liberia, where Councilmember Wehyee still has many family members residing. One would be in France, specifically the town where the Larpenteur Family came from. A good fit could also be a city in Somalia. The Sister

City program comes with a lot assistance when it comes to setting up connections and maintaining the network. There are different models the City can choose from that works best for Falcon Heights.

Mayor Gustafson wonders what kind of model would fit best for Falcon Heights, what would we be able to showcase to other cities.

Councilmember Wehyee would like to bring in the Community Engagement Commission for ideas on model and structure of the program. We could learn from other cities about their governing model or how they hold meetings. Cities do not have to be in direct comparison to be able to learn from each other. He also believes it's something the community would be excited about to participate in and some might not even know this program is possible for Falcon Heights.

Councilmember Wassenberg adds it would be nice to bring in a sister city that is completely different and to learn even more from each other.

Councilmember Meyer likes the idea and thinks cultural enrichment is exciting. He adds it's a potential way to celebrate the different places the people of Falcon Heights come from.

Council discussed if the Sister Cities program could connect with the Third Sphere program and if they should be introduced and launched at the same time in Falcon Heights or if one would take attention away from the other.

Councilmember Wehyee adds that the registration itself would not take up too much time. Choosing a city and formalizing the relationship would require more time, but this does not need to be rushed or acted on right away.

Councilmember Wassenberg asks if Sister Cities is a program that stays with us over time or if it is more a flurry of events. If it stays overtime, we can change how much we focus on it overtime.

Council discussed if they should start with partnering with a domestic city first and then branch out to an international city. They then talked about how to pick a city and if this requires community involvement through a poll or a survey or if Council can pick a city. The topic was tabled for a later meeting to further discuss.

D. ADJOURNMENT: 9:15 PM

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

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PACKET: 02853 August 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
01-05554	AVR, INC					
I-277373		Sidewalk Repair	1,310.73			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Sidewalk Repair		419 4419-92005-000	SIDEWALK IMPROVEMENTS	1,310.73
=== VENDOR TOTALS ===			1,310.73			
01-05554	BRAUN INTERTEC					
I-B352404		Construction Materials Testin	7,204.50			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Construction Materials Testing		429 4429-92450-000	2023 STREET PROJECT	7,204.50
=== VENDOR TOTALS ===			7,204.50			
01-05352	SHAILA CUNNINGHAM					
I-202308078593		Yoga Instructor - through 8/2	915.20			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: Y		
		Yoga Instructor - through 8/21		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	915.20
=== VENDOR TOTALS ===			915.20			
01-05115	GOPHER STATE ONE CALL					
I-3070389		July Locates	128.25			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		July Locates		601 4601-88030-000	LOCATES	128.25
=== VENDOR TOTALS ===			128.25			
01-05235	JAN-PRO CLEANING SYSTEMS					
I-20111		Janitorial Service August	464.00			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Janitorial Service August		101 4131-87010-000	CITY HALL MAINTENANCE	464.00
=== VENDOR TOTALS ===			464.00			
01-05886	KELLY & LEMMONS					
I-61223		July Prosecutions	2,500.00			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		July Prosecutions		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0040		LOFFLER COMPANIES, INC				
I-4431716		Copier - July	80.06			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Copier - July		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	80.06
		=== VENDOR TOTALS ===	80.06			
=====						
01-07331		MARTIN MARIETTA MATERIALS				
I-39808809		Concrete Disposal for Sidewal	50.00			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Concrete Disposal for Sidewalk		419 4419-92005-000	SIDEWALK IMPROVEMENTS	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-05908		METRO-INET				
I-1403		August IT Support	3,528.00			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		August IT Support		101 4116-85070-000	TECHNICAL SUPPORT	3,528.00
		=== VENDOR TOTALS ===	3,528.00			
=====						
01-05665		METROPOLITAN COUNCIL				
I-1160614		Sept Waste Water Services	55,832.95			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Sept Waste Water Services		601 4601-85060-000	METRO SEWER CHARGES	55,832.95
		=== VENDOR TOTALS ===	55,832.95			
=====						
01-06002		NINENORTH				
I-023-135		2 Municipal Meetings - July	683.66			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		2 Municipal Meetings - July		101 4116-85050-000	CABLE TV	683.66
		=== VENDOR TOTALS ===	683.66			
=====						
01-06314		REHDER FORESTRY CONSULTING				
I-359		Forestry Consulting July	567.10			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Forestry Consulting July		101 4134-80330-000	FORESTRY CONSULTANT	567.10
		=== VENDOR TOTALS ===	567.10			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05784		TENNIS SANITATION LLC				
=====						
I-3660866		Recycling-SFD&MFD FH July	8,453.25			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Recycling-SFD&MFD FH July		206 4206-82030-000	RECYCLING CONTRACTS	8,453.25
=====						
I-3660867		July Recycle Ramsey SWMT&CEC	66.50			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		July Recycle Ramsey SWMT&CEC		101 4131-87010-000	CITY HALL MAINTENANCE	66.50
		=== VENDOR TOTALS ===	8,519.75			
=====						
01-05784		UPPER CUT TREE SERVICES				
=====						
I-5619		Removed Storm Damaged Branch	275.00			
8/07/2023	APBNK	DUE: 8/07/2023 DISC: 8/07/2023		1099: N		
		Removed Storm Damaged Branch		101 4134-84040-000	STORM DAMAGE	275.00
		=== VENDOR TOTALS ===	275.00			
		=== PACKET TOTALS ===	82,059.20			

PACKET: 02856 August 11 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
<hr/>						
0.	255	AMERICAN OFFICE PRODUCTS				
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I-6914		Envelopes	582.00			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Envelopes		101 4114-80200-000	SUPPLIES	582.00
		=== VENDOR TOTALS ===	582.00			
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01-03001		CAMPBELL KNUTSON				
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I-309		July Legal Matters	3,492.90			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: Y		
		July General Legal Matters		101 4114-80200-000	LEGAL FEES	3,116.70
		July Molnau Legal Matters		426 4426-81900-000	PROFESSIONAL/ATTORNEY SV	376.20
		=== VENDOR TOTALS ===	3,492.90			
<hr/>						
01-03110		CENTURY LINK				
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I-202308118595		August Landlines SS	70.78			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		August Landlines SS		601 4601-85011-000	TELEPHONE - LANDLINE	70.78
		=== VENDOR TOTALS ===	70.78			
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01-03123		CINTAS CORPORATION				
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I-4164079604		Floor Mats Svc 8/9	57.45			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Floor Mats Svc 8/9		101 4131-87010-000	CITY HALL MAINTENANCE	57.45
		=== VENDOR TOTALS ===	57.45			
<hr/>						
71		FRA DOR INC				
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I-2307155		Black Dirt for Sidewalks	79.00			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Black Dirt for Sidewalks		419 4419-92005-000	SIDEWALK IMPROVEMENTS	79.00
		=== VENDOR TOTALS ===	79.00			
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01-05450		LEAGUE MN CITIES INS TRST				
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I-21239		Workers' Comp Claim	308.61			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Workers' Comp Claim		101 4192-89000-000	MISCELLANEOUS	308.61
		=== VENDOR TOTALS ===	308.61			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-331 MARTIN MARIETTA MATERIALS						
I-39826353		Concrete Disposal for Sidewal	140.00			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Concrete Disposal for Sidewalk		419 4419-92005-000	SIDEWALK IMPROVEMENTS	140.00
=== VENDOR TOTALS ===			140.00			
01-05273 MN PUBLIC EMPLOYEES INSURANCE						
I-1302501		Sept Health Insurance	12,722.86			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Sept Health Insurance		101 4112-89000-000	MISCELLANEOUS	12,722.86
=== VENDOR TOTALS ===			12,722.86			
01-06030 OLSON,ROLAND						
I-202308118596		Flex Payment	36.18			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY	30.03
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY	5.43
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY	0.72
=== VENDOR TOTALS ===			36.18			
01-06024 ON SITE SANITATION						
I-1583542		Portable Toilets & Sanitizers	87.00			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Portable Toilets & Sanitizers		601 4601-85080-000	PORTABLE TOILET PARKS	87.00
I-1583543		Portable Toilets & Sanitizers	260.00			
11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Portable Toilets & Sanitizers		601 4601-85080-000	PORTABLE TOILET PARKS	260.00
=== VENDOR TOTALS ===			347.00			
01-06053 OREILLY AUTO PARTS						
I-3243-392417		Oil & Oil Filter	92.77			
8/11/2023	APBNK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Oil Filter		101 4132-70120-000	SUPPLIES	16.85
		Oil		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	75.92
=== VENDOR TOTALS ===			92.77			

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POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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08/11/2023	APBANK	PIIONEER PRESS				
I-723572540		Legals	20.58			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Legals		101 4111-70410-000	LEGAL NOTICES	20.58
=== VENDOR TOTALS ===			20.58			
=====						
01-06184		RAMSEY COUNTY - POLICE AND 911				
I-EMCOM-011030		July CAD Services	368.76			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		July CAD Services		101 4122-81200-000	911 DISPATCH FEES	368.76
I-EMCOM-011046		July 911 Dispatch Services	2,268.88			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		July 911 Dispatch Services		101 4122-81200-000	911 DISPATCH FEES	2,268.88
I-SHRFL-002168		Aug Law Enforcement Services	109,405.81			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Aug Law Enforcement Services		101 4122-81000-000	POLICE SERVICES	109,405.81
=== VENDOR TOTALS ===			112,043.45			
=====						
01-06581		TRI-STATE BOBCAT INC				
I-A23187		Air Filters	81.40			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Air Filters		101 4132-70120-000	SUPPLIES	81.40
=== VENDOR TOTALS ===			81.40			
=====						
01-05784		UPPER CUT TREE SERVICES				
I-623		Remove 4 Stumps	545.00			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Remove 4 Stumps		101 4134-84020-000	TREE REMOVAL	545.00
=== VENDOR TOTALS ===			545.00			
=====						
01-05870		XCEL ENERGY				
I-202308118597		Elect	2,376.19			
8/11/2023	APBANK	DUE: 8/11/2023 DISC: 8/11/2023		1099: N		
		Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
		Elect		209 4209-85020-000	STREET LIGHTING POWER	4.38
		Elect		209 4209-85020-000	STREET LIGHTING POWER	2,313.65
		Elect		209 4209-85020-000	STREET LIGHTING POWER	24.70
		Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
=== VENDOR TOTALS ===			2,376.19			
=== PACKET TOTALS ===			132,996.17			

PACKET: 02858 August 16 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
0	209	ADVANTAGE SIGNS AND GRAPHICS				
I-57960		37 Street Signs	2,352.51			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		37 Street Signs		429 4429-75100-000	SIGNS	2,352.51
I-58594		Street Signs	324.00			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		Street Signs - No Parking		101 4132-75100-000	STREET SIGNS	162.00
		Street Signs - No Parking		101 4132-75100-000	STREET SIGNS	162.00
		=== VENDOR TOTALS ===	2,676.51			
01-03089	CASH					
I-202308168598		Water & Postage	33.59			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		Water for Meetings		101 4112-70100-000	SUPPLIES	25.03
		Certified Mail		101 4112-70500-000	POSTAGE	8.56
		=== VENDOR TOTALS ===	33.59			
01-03110	CENTURY LINK					
I-202308168599		Landline Svc Aug-Sept	63.58			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		Landline Svc Aug-Sept		101 4141-85011-000	TELEPHONE - LANDLINE	63.58
		=== VENDOR TOTALS ===	63.58			
01-06290	CITY OF ROSEVILLE					
I-236601		Engineering June	16,158.93			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		Engineering June		101 4133-80100-000	ENGINEERING SERVICES	458.79
		Engineering 2023 PMP June		429 4429-80100-000	ENGINEERING	15,700.14
		=== VENDOR TOTALS ===	16,158.93			
01-04000	EHLERS AND ASSOCIATES					
I-94914		TIF 1st Half Pay As You Go	397.50			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		TIF 1st Half Pay As You Go		414 4414-81900-000	OTHER PROFESSIONAL SERVI	200.00
		TIF 1st Half Pay As You Go		415 4415-81900-000	OTHER PROFESSIONAL SVCS	197.50
I-94915		TIF Annual 2022 Reports	2,981.25			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		TIF Annual 2022 Reports		414 4414-81900-000	OTHER PROFESSIONAL SERVI	2,981.25
		=== VENDOR TOTALS ===	3,378.75			

PACKET: 02858 August 16 Payables
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 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0973		NORTH SUBURBAN COMMUNICATIONS					
I-2023-619		Q3 2023 Cooperative Svc to NS	2,947.81				
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N			
		Q3 2023 Cooperative Svc to NSC		101 4116-85050-000	CABLE TV		2,947.81
=== VENDOR TOTALS ===			2,947.81				
01-06030		OLSON,ROLAND					
I-202308168600		Flex Payment	84.00				
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N			
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY		69.72
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY		12.60
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY		1.68
=== VENDOR TOTALS ===			84.00				
01-06301		SAMS CLUB MC/SYNCB					
I-202308168601		Supplies	1,527.93				
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N			
		Office Supplies		101 4112-70100-000	SUPPLIES		116.91
		Sign for Ice Cream Social		101 4116-89010-000	SPECIAL EVENTS		67.33
		Pioneer Press Paper		101 4131-70110-000	SUPPLIES		81.44
		Ice Cream Social Game Prizes		101 4116-89010-000	SPECIAL EVENTS		47.48
		Ice Cream Social Supplies		101 4116-89010-000	SPECIAL EVENTS		131.11
		Ice Cream Social Game Prizes		101 4116-89010-000	SPECIAL EVENTS		42.71
		Ice Cream Social Ice Cream		101 4116-89010-000	SPECIAL EVENTS		101.23
		Zoom		101 4116-85040-000	VIRTUAL COMMUNICATIONS		221.19
		Ice Cream Social Supplies		101 4116-89010-000	SPECIAL EVENTS		28.57
		Ice Cream Social Supplies&Wate		101 4116-89010-000	SPECIAL EVENTS		12.74
		Ice Cream Social Water		101 4116-89010-000	SPECIAL EVENTS		14.76
		ChatGPT Subscription		101 4116-70100-000	SUPPLIES		20.00
		Security Paper		101 4112-70100-000	SUPPLIES		34.72
		Sheet Protectors		101 4112-70100-000	SUPPLIES		9.67
		Certified Mail		101 4112-70500-000	POSTAGE		8.75
		LMC Clerks Academy		101 4112-86100-000	CONFERENCES/EDUCATION/AS		250.00
		LMC Clerks Academy		101 4112-86100-000	CONFERENCES/EDUCATION/AS		250.00
		Gatorade for Sidewalk Repair		101 4132-70120-000	SUPPLIES		49.33
		City Hall Supplies		101 4131-70110-000	SUPPLIES		39.99
=== VENDOR TOTALS ===			1,527.93				

PACKET: 02858 August 16 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
01-0420		SCHWALBE, ANNE MARIE				
I-202308168602		Specialty Instructor	1,222.40			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: Y		
		Specialty Instructor		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	1,222.40
=== VENDOR TOTALS ===			1,222.40			
01-04420		SLGN SOLUTIONS USA LLC				
I-407568		60 U Channel Sign Posts	1,032.51			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		60 U Channel Sign Posts		429 4429-75100-000	SIGNS	1,032.51
=== VENDOR TOTALS ===			1,032.51			
01-05870		XCEL ENERGY				
I-202308168603		Elect	370.35			
8/16/2023	APBNK	DUE: 8/16/2023 DISC: 8/16/2023		1099: N		
		Elect		101 4121-85020-000	ELECTRIC	35.18
		Elect		101 4131-85020-000	ELECTRIC	68.78
		Gas		101 4131-85030-000	NATURAL GAS	71.20
		Elect		101 4141-85020-000	ELECTRIC/GAS	16.78
		Elect		209 4209-85020-000	STREET LIGHTING POWER	70.46
		Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
		Elect		209 4209-85020-000	STREET LIGHTING POWER	20.40
		Elect		209 4209-85020-000	STREET LIGHTING POWER	70.82
=== VENDOR TOTALS ===			370.35			
=== PACKET TOTALS ===			29,496.36			

PACKET: 02860 August 21 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
=====						
8/17		NORTHWEST ASPHALT, INC.				

I-202308218604		Pay Estimate #2	544,121.68			
8/21/2023	APBNK	DUE: 8/21/2023 DISC: 8/21/2023		1099: N		
		Pay Estimate #2		429 4429-92450-000	2023 STREET PROJECT	414,648.45
		Pay Estimate #2		602 4602-92010-000	GARDEN AVENUE WITH SIDEW	57,440.46
		Pay Estimate #2		601 4601-92050-000	2023 STREET PROJECT SANI	29,221.99
		Pay Estimate #2		429 4429-92450-000	2023 STREET PROJECT	37,870.25
		Pay Estimate #2		429 4429-92450-000	2023 STREET PROJECT	4,940.53
		=== VENDOR TOTALS ===	544,121.68			
		=== PACKET TOTALS ===	544,121.68			

MP #	NAME	AMOUNT
006	JACK LINEHAN	3,078.54
1-1027	KELLY A NELSON	2,101.40
1-1029	ELKE VAN DER WERFF	1,630.27
1-1042	FREDI PONCE PARRA	1,507.14
1-1136	ROLAND O OLSON	3,060.44
1-1162	ALYSSA LANDBERG	1,102.68
1-1028	HANNAH B LYNCH	2,692.17
1-1167	DAVID S SIMONS	1,547.35
1-1033	DAVE TRETSVEN	1,946.63
1-1143	COLIN B CALLAHAN	2,631.82
1-1171	HENRY A THOMAS	712.33

TOTAL PRINTED: 11 22,010.77

8-10-2023 6:32 AM PAYROLL CHECK REGISTER PAGE: 1
PAYROLL NO: 01 City of Falcon Heights PAYROLL DATE: 8/10/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
161	NEIS, ADRIAN J	R	8/10/2023	490.63	092459
030	PITTMAN, TIMOTHY J	R	8/10/2023	136.67	092460
179	PITTMAN, JUSTIN J	R	8/10/2023	99.73	092461
272	STONE, MIA D	R	8/10/2023	20.77	092462
275	PRATT, HENRY M	R	8/10/2023	20.77	092463
276	RYAN, MOLLY K	R	8/10/2023	64.64	092464

8-10-2023 6:32 AM PAYROLL CHECK REGISTER PAGE: 2
PAYROLL NO: 01 City of Falcon Heights PAYROLL DATE: 8/10/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	6	833.21
DIRECT DEPOSIT REGULAR CHECKS:	11	22,010.77
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	17	22,843.98

*** NO ERRORS FOUND ***

* END OF REPORT **

WIRE PAYMENTS

Aug 15 payroll

Fed With	7,971.00
St With	1,306.89
Pera	4,157.47
ICMA	200.00
Child supp	<u>26.50</u>
	13,661.86

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Meeting Date	August 23, 2023
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Assistant to the City Administrator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Cox Insurance Associates <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Gary Carlson/ Birch Terrace; 1688 Arona Street 2. Gary Carlson/ Birch Terrace; 1511 Larpenteur Ave. W.
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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Meeting Date	August 23, 2023
Agenda Item	Consent G3
Attachment	GL3000 PMC Guidance Laser Info
Submitted By	Colin Callahan, Public Works Director

Item	Purchase up to (2) GL3000PMC Guidance Lasers to be installed on the City's newest dump truck(s) prior to winter plowing.
Description	<p>Staff has researched guidance lasers to be mounted on City plow trucks and determined it to be a reasonably cost-effective solution to aid in Public Works' snowplowing efforts.</p> <p>The GL3000 PMC Guidance Laser uses a bright green laser to cast a plowing edge ahead of the plow truck where the edge of the plow blade will be. Green is the most visible color to the eye in all working conditions.</p> <p>As a result, the laser helps to reduce damage caused by plow strikes by 80 to 100%, saving the City money by reducing future damage to signs, grass, trees and streets and curbs, etc.</p> <p>The purchase price of up to two GL3000PMC Guidance Lasers to outfit two plow trucks will be will be \$5,590. The City may start with one guide and add another later if determined to be beneficial. There may be additional costs for installation.</p> <p>Staff believes the purchase of up to two GL3000PMC Guidance Lasers to be a worthwhile purchase for the City to help diminish future damage caused from winter plowing.</p>
Budget Impact	The purchase of up to two GL3000PMC Guidance Lasers at a cost of \$2,795 each are not budgeted for in our capital plan. There are funds available in the capital plan.
Attachment(s)	<ul style="list-style-type: none"> GL3000 PMC Guidance Laser Info
Action(s) Requested	Staff recommends the Falcon Heights City Council authorize the City Administrator to execute all necessary documents to purchase up to two GL3000PMC Guidance Lasers based on the quoted price from RDO Equipment Co.

LASER GUIDANCE WING & TOW PLOWS

The
safer way
to plow!

Used by over 40 DOTs and 150 municipalities to reduce plow strikes by over 90%!



US Patents No. 7,966,753 / 8,205,360

Lets you know where your wing plow
trailing edge will be **BEFORE** you get there!

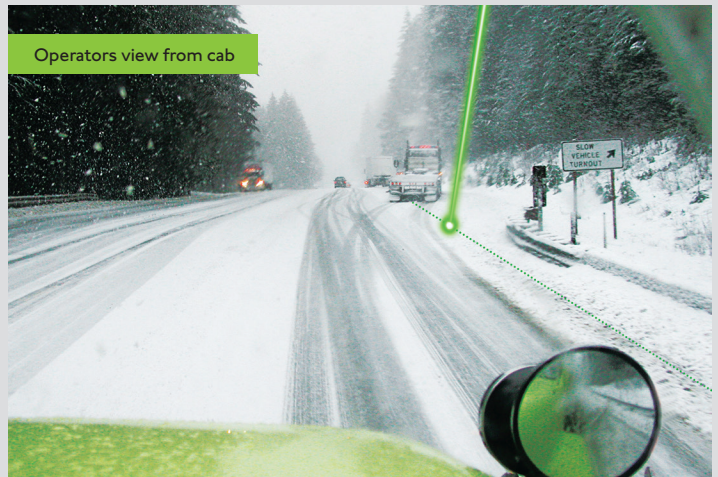
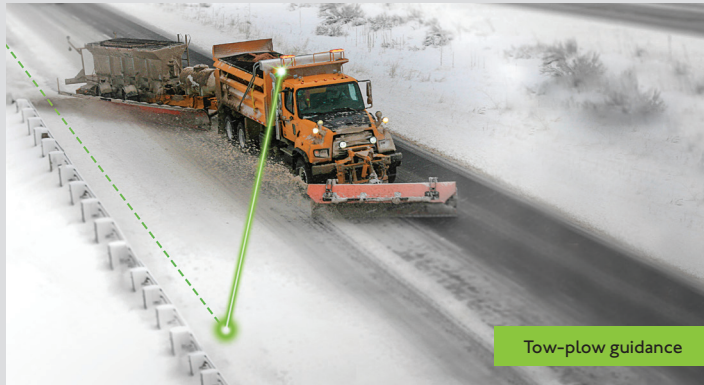
Avoid costly plow damage and reduce downtime.

LASERLINE MFG., INC.

The GL3000PMC Guidance Laser uses an “ultra-bright” green laser spot to establish wing plow trailing edge location before you get there.

The laser spot impacts on the road/snow surface ahead of the truck and shows the driver where the wing plow trailing edge will be. The laser reference spot is on the road and in the driver’s normal field of view.

The GL3000PMC is a class IIIa ultra bright green laser with 5mW of power. Green is the most visible to the eye in all working conditions. The GL3000PMC laser is U.S. CFR 21-1040 and Canadian IEC 60825 compliant. The GL3000PMC meets all federal U.S. OSHA and Canadian CCOS standards for operation.



**Cuts damage caused by plow strikes by 80 to 100% • Less strain on the driver
Reduces equipment down time • It’s much safer • It will save you money**

The GL3000PMC is a versatile all weather product that can also be used for guiding highway paint strippers, asphalt distributors, pavement profilers, or virtually any other vehicle or equipment requiring line control. Use it in the winter and summer for all your guidance needs.

MAIN HOUSING

Hermetically sealed and dry nitrogen charged, containing optic plate mounting platform, micro processor electronics, laser, laser mounting assembly, laser driver board, automatic cooling and heating system. The front window is automatically heated to reduce or eliminate icing.

PNEUMATIC AIR BLAST MODULE

Removes snow build up from laser exit window with automatic air blast every 5 seconds.

CONTROL PANEL IN CAB

Allows the operator to turn the laser on and off as well as the de-icing and automatic air blast functions.

25 FEET OF INTERCONNECT CABLE

With waterproof mil spec in-line connector mounted between the laser main housing and the control panel mounted in the cab.

15 FEET OF 12V DC CABLE

Running from control box for connection to vehicle’s 12V DC power.

20 FEET OF 1/4-INCH, DOT APPROVED PNEUMATIC HOSE LINE

Complete with in-line 5 micron filter kit and connectors for tying into vehicle’s secondary air source.

Laser: 532 NM Class IIIa Green Laser
Power: 12 Volts DC
Power Draw: 4.0 Amps (Maximum Operating), 0.03 Amps (Sleep Mode)
Operating Temperature: -40 °F to +122 °F (-40 °C to +50 °C)

Pneumatic: 120 PSI / 12V DC Operation
Laser Dimensions:
Height: 6 3/8 Inches
Length: 7 7/8 Inches
Width (At Widest Point): 4 1/4 Inches
Cable Length from Laser to Control Box: 25 Feet

12V Power Cable Length from Control Box: 5 Feet
Pneumatic Hose Length (Laser to Air Source): 20 Feet
Shipping Weight: 25 Lbs.



US Patents No. 7,966,753 & 8,205,360



Phone 541 548 0882 • Fax 541 548 0892
www.LaserLineMfg.com

1810 SE First Street, Suite H, Redmond, OR 97756

DISTRIBUTED BY:

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Meeting Date	August 23, 2023
Agenda Item	Consent G4
Attachment	Memo; Countywide Letter of Promulgation; Resolution
Submitted By	Jack Linehan, City Administrator

Item	Adoption of Countywide Emergency Operations Plan (EOP)
Description	<p>The City of Falcon Heights relies on the professional oversight of the Ramsey County Emergency Management Agency and Homeland Security (RCEMA). The RCEMA adopts a comprehensive countywide emergency management plan as our standard operations for the County. The last plan was adopted by the County in 2005, and was adopted by the City of Falcon Heights shortly after.</p> <p>The attached memo from RCEMA Director Judd Freed was reviewed by the Ramsey County Board when adopted in June.</p> <p>As the full EOP is over 300 pages, we have uploaded the public version of the plan to our website here: https://www.falconheights.org/home/showdocument?id=4171&isPublished=False&t=638279497213778413</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Memo • Countywide Letter of Promulgation • Resolution 23-54
Action(s) Requested	I recommend that the Falcon Heights City Council adopt the recently amended countywide emergency operations plan.

Sponsor: Emergency Management & Homeland Security

Title

Adopting the Countywide Comprehensive Emergency Operations Plan

Recommendation

The Ramsey County Board of Commissioners adopt the newly amended countywide Comprehensive Emergency Operations Plan. Each year, the County Manager and the Chair of the Board will review any changes to the plan.

Background and Rationale

A Comprehensive Emergency Operations Plan (CEOP) is required by several state and federal laws including Minnesota Statutes Chapter 12, Section 12.25 and Title VI of the PL 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (USC 68, sec, 5121 et seq). For two decades, Ramsey County has adopted a countywide approach to emergency operations planning. This approach saves money for all municipalities and county government agencies by reducing duplicated efforts and by streamlining both training and exercises/practice. It leads to saving lives, property, and the environment through a common language and a common concept of operations. This amended Comprehensive Emergency Operations Plan (CEOP) is a complete rewrite of the existing document considering lessons learned from real world emergencies that have impacted Ramsey County over the past several years. It reflects necessary changes to our operational processes and directs attention to Ramsey County’s most vulnerable communities. This rewritten CEOP was developed with the input of many affected Ramsey County agencies and from our municipal partners, as well as outside subject matter experts to better prepare the county for disasters in the decades to come. The countywide CEOP serves as the required plan for all of Ramsey County’s suburban municipalities.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This CEOP specifically includes requirements directed to better ensuring that traditionally marginalized communities are not ignored or neglected. With input from Ramsey County DIOD and outside subject matter experts, the CEOP is now intentional in addressing the need to apply a more equitable approach to planning, response, and recovery.

Community Participation Level and Impact

Click or tap here to enter text.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The CEOP is a federal requirement for significant amounts of grants and loans, particularly after disaster and during recovery

Last Previous Action

The last complete rewrite of the plan was adopted in 2005. The plan has been reviewed by each new Board chair.

Attachments

1. Ramsey County CEOP

County Letter of Promulgation

The Ramsey County Board of Commissioners formally adopted the 2023 update to the Comprehensive Emergency Operations Plan (CEOP) on June 13 2023 via Resolution B2023-088.

The CEOP details all comprehensive emergency management efforts. It is designed to comply with all applicable federal and state regulations and to provide the policies and procedures to be followed in dealing with any emergency and/or disaster. The CEOP identifies the hazards that could affect the county, sets forth the responsibilities of local government departments and agencies, and outlines a means for local and state resources to be used to support impacted populations. The planning authorities and responsibilities conveyed to individual local government departments and agencies are recognized and acknowledged. This plan supersedes all other Ramsey County emergency operations plans.

Pursuant to Minnesota Statutes Chapter 12, this plan will be reviewed annually and updated as necessary.

As Director of the Ramsey County Department of Homeland Security and Emergency Management, I certify that I have reviewed this document for compliance with state and federal requirements. I hereby recommend that the Ramsey County Manager and Chair of the Ramsey County Board of Commissioners promulgate the updated 2023 CEOP.


Judson M. Freed, MA CEM

06/13/2023
Date

The undersigned have reviewed and approve and promulgate the 2023 CEOP as required by Minnesota Statutes Chapter 12. All departments and agencies under Ramsey County jurisdiction shall abide by and cooperate fully with the provisions described or referenced herein.


Ryan O'Connor
Ramsey County Manager

06/13/2023
Date


Trista MatasCastillo
Chair, Ramsey County Board

06/13/2023
Date

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 23, 2023

No. 23-54

**RESOLUTION ADOPTING THE RAMSEY COUNTY COMPREHENSIVE EMERGENCY
OPERATIONS PLAN**

WHEREAS, a Comprehensive Emergency Operations Plan (CEOP) is required by several state and federal laws including Minnesota Statutes Chapter 12, Section 12.25 and Title VI of the PL 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (USC 68, sec, 5121 et seq); and

WHEREAS, for two decades, Ramsey County has adopted a countywide approach to emergency operations planning. This approach saves money for all municipalities and county government agencies by reducing duplicated efforts and by streamlining both training and exercises/practice. It leads to saving lives, property, and the environment through a common language and a common concept of operations; and

WHEREAS, this amended Comprehensive Emergency Operations Plan (CEOP) is a complete rewrite of the existing document considering lessons learned from real world emergencies that have impacted our community over the past several years, reflecting necessary changes to our operational processes and directs attention to our most vulnerable communities; and

WHEREAS, this CEOP was developed with the input of many affected Ramsey County agencies and from our municipal partners, as well as outside subject matter experts to better prepare the city for disasters in the decades to come;

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

1. The Falcon Heights City Council hereby adopts the newly amended countywide Comprehensive Emergency Operations Plan as the Emergency Operations Plan for the city; and further, be it
2. Resolved, the Falcon Heights City Council authorizes the Mayor, City Administrator, and the emergency manager to promulgate this Comprehensive Emergency Operations Plan to all city agencies and departments.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER

Attested by: _____
Jack Linehan

WASSENBERG
LEEHY
WEHYEE

— Against

City Administrator

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Contract Number: FH23-01
Pay Request Number: 2

Project Number	Project Description
FH23-01	Falcon Heights 2023 Pavement Management Project

Contractor: Northwest Asphalt, Inc. 1451 Stagecoach Rd Shakopee, MN 55379	Vendor Number: N/A Up To Date: 08/14/2023
--	--

Contract Amount		Funds Encumbered	
Original Contract	\$1,301,092.25	Original	\$1,301,092.25
Contract Changes	\$-70,047.98	Additional	N/A
Revised Contract	\$1,231,044.27	Total	\$1,301,092.25

Work Certified To Date	
Base Bid Items	\$803,395.22
Change Order Items	\$0.00
Material On Hand	\$0.00
Total	\$803,395.22

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$572,759.66	\$803,395.22	\$40,169.76	\$219,103.78	\$544,121.68	\$763,225.46
Percent: Retained: 5%			Percent Complete: 65.26%		

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:
Stephanie Smith

Project Engineer
08/14/2023

Date

Approved By:
Lance Huentzel

Contractor
08/14/2023

Date

Approved By

Project Owner

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-07-15	\$230,635.56	\$11,531.78	\$219,103.78
2	2023-08-14	\$572,759.66	\$28,637.98	\$544,121.68

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
Garden Avenue		\$277,931.49	\$13,896.58	\$43,370.89	\$220,664.02	\$264,034.91
Garden Ave Sidewalk		\$125,160.95	\$6,258.05	\$423.88	\$118,479.02	\$118,902.90
Holton, Ruggles, Albert, Sheldon St.		\$83,005.38	\$4,150.26	\$3,349.71	\$75,505.41	\$78,855.12
Idaho Ave Alley Assessments		\$9,578.38	\$478.91	\$3,610.00	\$5,489.47	\$9,099.47
Local Storm Sewer		\$231,213.44	\$11,560.68	\$162,212.30	\$57,440.46	\$219,652.76
Ruggles Pathway		\$45,745.58	\$2,287.27	\$6,137.00	\$37,321.31	\$43,458.31
Sanitary Sewer		\$30,760.00	\$1,538.01	\$0.00	\$29,221.99	\$29,221.99

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	\$414,648.45	\$880,014.64	\$880,052.64	\$461,792.93
2	Local - Storm Sewer - Falcon Heights	\$57,440.46	\$238,986.29	\$274,248.27	\$219,652.76
3	Sanitary Sewer - Falcon Heights	\$29,221.99	\$34,512.74	\$14,372.74	\$29,221.99
5	Local - Streets - Falcon Heights	\$37,870.25	\$57,644.83	\$103,027.03	\$44,368.25
6	Idaho Ave Alley	\$4,940.53	\$19,885.77	\$29,391.57	\$8,189.53

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH23-01	1	2582.503	4" SOLID LINE MULTI COMP	L F	\$0.55	2280	0	\$0.00	0	\$0.00
FH23-01	2	2582.503	4" DBLE SOLID LINE MULTI COMP	L F	\$1.10	4100	0	\$0.00	0	\$0.00
FH23-01	3	2106.507	EXCAVATION - COMMON	C Y	\$38.00	0	0	\$0.00	0	\$0.00
FH23-01	4	2211.507	AGGREGATE BASE (LV) CLASS 5	C Y	\$12.65	0	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
FH23-01	5	2503.503	12" RC PIPE SEWER CLASS V	L F	\$66.94	51	0	\$0.00	0	\$0.00
FH23-01	6	2506.502	INSTALL CASTING	EACH	\$0.01	0	0	\$0.00	0	\$0.00
FH23-01	7	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	L F	\$515.00	0	0	\$0.00	0	\$0.00
FH23-01	8	2506.602	MANHOLE CASTING R-3290-A	EACH	\$1,125.00	0	0	\$0.00	0	\$0.00
FH23-01	9	2506.602	MANHOLE CASTING R-2556	EACH	\$1,275.00	0	0	\$0.00	0	\$0.00
FH23-01	10	2521.518	4" CONCRETE WALK	S F	\$8.15	0	0	\$0.00	0	\$0.00
FH23-01	11	2521.518	6" CONCRETE WALK	S F	\$12.20	0	0	\$0.00	0	\$0.00
FH23-01	12	2531.618	TRUNCATED DOMES	S F	\$62.00	0	0	\$0.00	0	\$0.00
FH23-01	13	2574.604/0001	TURF ESTABLISHMENT WITH HYDROSEED	S Y	\$15.95	0	0	\$0.00	0	\$0.00
FH23-01	14	2106.507	EXCAVATION - COMMON	C Y	\$38.00	170	0	\$0.00	170	\$6,460.00
FH23-01	15	2451.607	FINE AGGREGATE BEDDING (CV)	C Y	\$50.00	10	10	\$500.00	10	\$500.00
FH23-01	16	2451.607	COARSE AGGREGATE BEDDING (CV)	C Y	\$50.00	60	60	\$3,000.00	60	\$3,000.00
FH23-01	17	2502.503	4" PERF PVC PIPE DRAIN	L F	\$30.87	270	270	\$8,334.90	270	\$8,334.90
FH23-01	18	2502.602	4" PVC PIPE DRAIN CLEANOUT	EACH	\$468.25	3	3	\$1,404.75	3	\$1,404.75
FH23-01	19	2521.518	6" CONCRETE WALK	S F	\$12.20	105	130	\$1,586.00	130	\$1,586.00
FH23-01	20	2531.618	TRUNCATED DOMES	S F	\$62.00	10	24	\$1,488.00	24	\$1,488.00
FH23-01	21	2540.618	STONE PAVERS	S F	\$22.00	1600	1481	\$32,582.00	1481	\$32,582.00
FH23-01	22	2574.604/0001	TURF ESTABLISHMENT WITH HYDROSEED	S Y	\$15.95	300	0	\$0.00	0	\$0.00
FH23-01	23	2106.507	EXCAVATION - COMMON	C Y	\$38.00	0	0	\$0.00	0	\$0.00
FH23-01	24	2360.601	CONTRACTOR DETERMINED SURFACE	L S	\$12,197.00	0	0	\$0.00	0	\$0.00
FH23-01	25	2503.503	12" RC PIPE SEWER CLASS V	L F	\$66.94	0	0	\$0.00	0	\$0.00
FH23-01	26	2506.502	INSTALL CASTING	EACH	\$0.01	0	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
FH23-01	27	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	L F	\$515.00	0	0	\$0.00	0	\$0.00
FH23-01	28	2506.602	MANHOLE CASTING R-3290-A	EACH	\$1,125.00	0	0	\$0.00	0	\$0.00
FH23-01	29	2506.602	MANHOLE CASTING R-2556	EACH	\$1,275.00	0	0	\$0.00	0	\$0.00
FH23-01	30	2521.518	6" CONCRETE WALK	S F	\$12.20	0	0	\$0.00	0	\$0.00
FH23-01	31	2531.618	TRUNCATED DOMES	S F	\$62.00	0	0	\$0.00	0	\$0.00
FH23-01	32	2574.604/0001	TURF ESTABLISHMENT WITH HYDROSEED	S Y	\$15.95	0	0	\$0.00	0	\$0.00
FH23-01	33	2021.501	MOBILIZATION	L S	\$43,358.00	1	0.5	\$21,679.00	0.75	\$32,518.50
FH23-01	34	2101.502	CLEARING	EACH	\$800.00	7	0	\$0.00	3	\$2,400.00
FH23-01	35	2101.502	GRUBBING	EACH	\$200.00	7	0	\$0.00	3	\$600.00
FH23-01	36	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$500.00	10	0	\$0.00	10	\$5,000.00
FH23-01	37	2104.502	REMOVE CASTING	EACH	\$165.00	39	31	\$5,115.00	38	\$6,270.00
FH23-01	38	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.00	220	43	\$215.00	95	\$475.00
FH23-01	39	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	1000	188.32	\$564.96	188.32	\$564.96
FH23-01	40	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$12.00	230	0	\$0.00	76	\$912.00
FH23-01	41	2104.503	REMOVE CONCRETE CURB	L F	\$5.89	4420	995	\$5,860.55	4376	\$25,774.64
FH23-01	42	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.00	76	17.8	\$338.20	91.8	\$1,744.20
FH23-01	43	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$11.64	720	75	\$873.00	161	\$1,874.04
FH23-01	44	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.39	280	64	\$88.96	385	\$535.15
FH23-01	45	2106.507	EXCAVATION - COMMON	C Y	\$38.00	710	0	\$0.00	100	\$3,800.00
FH23-01	46	2106.507	EXCAVATION - SUBGRADE	C Y	\$38.00	200	0	\$0.00	0	\$0.00
FH23-01	47	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$34.79	100	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
FH23-01	48	2112.604	SUBGRADE PREPARATION	S Y	\$0.50	4160	0	\$0.00	0	\$0.00
FH23-01	49	2112.619	AGGREGATE GRADING AND COMPACTION	RDST	\$517.50	25	25	\$12,937.50	25	\$12,937.50
FH23-01	50	2123.61	STREET SWEEPER	HOURL	\$150.00	50	0	\$0.00	0	\$0.00
FH23-01	51	2130.523	WATER	MGAL	\$50.00	150	0	\$0.00	3	\$150.00
FH23-01	52	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$12.65	580	0	\$0.00	0	\$0.00
FH23-01	53	2215.504	FULL DEPTH RECLAMATION	S Y	\$0.97	10370	0	\$0.00	10105	\$9,801.85
FH23-01	54	2215.507	HAUL FULL DEPTH RECLAMATION (LV)	C Y	\$0.01	1600	1600	\$16.00	1600	\$16.00
FH23-01	55	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$166.85	80	74.7	\$12,463.70	74.7	\$12,463.70
FH23-01	56	2232.504	EDGE MILL BITUMINOUS SURFACE	S Y	\$15.00	100	33	\$495.00	33	\$495.00
FH23-01	57	2232.504	MILL BITUMINOUS SURFACE (2")	S Y	\$1.27	15860	15860	\$20,142.20	15860	\$20,142.20
FH23-01	58	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.50	1920	110	\$385.00	110	\$385.00
FH23-01	59	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$81.50	2130	51.9	\$4,229.85	51.9	\$4,229.85
FH23-01	60	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$91.87	2460	965.5	\$88,700.49	965.5	\$88,700.49
FH23-01	61	2503.503	12" RCP PIPE SEWER	L F	\$71.02	400	0	\$0.00	671	\$47,654.42
FH23-01	63	2503.602	CONNECT TO EXISTING STORM MANHOLE	EACH	\$1,250.00	3	0	\$0.00	4	\$5,000.00
FH23-01	64	2503.602	INSPECTION HOLE	EACH	\$400.00	6	3	\$1,200.00	3	\$1,200.00
FH23-01	65	2503.603	18" HDPE PIPE SEWER	L F	\$98.34	16	0	\$0.00	9.27	\$911.61
FH23-01	66	2504.602	ADJUST GV AND BOX	EACH	\$516.00	14	15	\$7,740.00	15	\$7,740.00
FH23-01	67	2506.502	ADJUST MANHOLE (FITTED STEEL RING)	EACH	\$250.00	5	0	\$0.00	0	\$0.00
FH23-01	68	2506.502	INSTALL CASTING	EACH	\$425.00	57	60	\$25,500.00	60	\$25,500.00
FH23-01	69	2506.503	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	L F	\$573.14	28	0	\$0.00	35.5	\$20,346.47

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH23-01	70	2506.503	CONSTRUCT CATCH BASIN	L F	\$481.94	80	0	\$0.00	73.7	\$35,518.98
FH23-01	71	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	L F	\$962.84	5	0	\$0.00	5	\$4,814.20
FH23-01	72	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	L F	\$1,115.28	19	0	\$0.00	18.6	\$20,744.21
FH23-01	73	2506.602	REHAB MANHOLE INTERIOR	EACH	\$550.00	22	0	\$0.00	0	\$0.00
FH23-01	74	2506.602	ADJUST FRAME AND RING CASTING	EACH	\$605.00	4	4	\$2,420.00	4	\$2,420.00
FH23-01	75	2506.602/0011	RECONSTRUCT MANHOLE SPECIAL	EACH	\$1,250.00	3	0	\$0.00	2	\$2,500.00
FH23-01	76	2506.602	MANHOLE CASTING R-1733	EACH	\$1,060.00	31	27	\$28,620.00	27	\$28,620.00
FH23-01	77	2506.602	MANHOLE CASTING R-4342	EACH	\$603.00	3	3	\$1,809.00	3	\$1,809.00
FH23-01	78	2506.602	MANHOLE CASTING R-3290-A	EACH	\$700.00	3	2	\$1,400.00	2	\$1,400.00
FH23-01	79	2506.602	MANHOLE CASTING R-3067V	EACH	\$700.00	14	15	\$10,500.00	15	\$10,500.00
FH23-01	80	2506.602001	MANHOLE CASTING R-3067 VB	EACH	\$700.00	7	7	\$4,900.00	7	\$4,900.00
FH23-01	81	2506.602	MANHOLE CASTING R-3250-A	EACH	\$770.00	1	1	\$770.00	1	\$770.00
FH23-01	82	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$1,175.00	11	0	\$0.00	13	\$15,275.00
FH23-01	83	2521.518/0040	4" CONCRETE WALK	S F	\$5.10	13000	12783	\$65,193.30	12783	\$65,193.30
FH23-01	84	2521.518	6" CONCRETE WALK	S F	\$12.20	2250	2158	\$26,327.60	2158	\$26,327.60
FH23-01	85	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$33.50	1480	2075.5	\$69,529.25	2075.5	\$69,529.25
FH23-01	86	2531.503	CONCRETE CURB AND GUTTER DESIGN B618 (MACHINE LAID)	L F	\$19.35	3020	2243	\$43,402.05	2243	\$43,402.05
FH23-01	87	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$37.00	130	74	\$2,738.00	74	\$2,738.00
FH23-01	88	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$87.15	80	188	\$16,384.20	188	\$16,384.20

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH23-01	89	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$96.65	140	108	\$10,438.20	108	\$10,438.20
FH23-01	90	2531.604	UPCHARGE FOR HIGH EARLY CONCRETE 6" DRIVEWAY PAVEMENT	S Y	\$5.00	80	0	\$0.00	0	\$0.00
FH23-01	91	2531.604	UPCHARGE FOR HIGH EARLY CONCRETE 8" DRIVEWAY PAVEMENT	S Y	\$6.75	140	0	\$0.00	0	\$0.00
FH23-01	92	2531.618	TRUNCATED RADIUS DOMES	S F	\$64.00	172	236	\$15,104.00	236	\$15,104.00
FH23-01	93	2531.618	TRUNCATED DOMES	S F	\$62.00	120	82	\$5,084.00	82	\$5,084.00
FH23-01	94	2540.602	INSTALL TEMPORARY MAILBOXES	EACH	\$200.00	5	0	\$0.00	0	\$0.00
FH23-01	95	2563.601	TRAFFIC CONTROL	L S	\$19,900.00	1	0.5	\$9,950.00	0.75	\$14,925.00
FH23-01	96	2573.501	EROSION CONTROL SUPERVISOR	L S	\$500.00	1	0.8	\$400.00	0.8	\$400.00
FH23-01	97	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,500.00	1	0	\$0.00	0	\$0.00
FH23-01	98	2573.502	INLET PROTECTION TYPE A	EACH	\$125.00	5	0	\$0.00	0	\$0.00
FH23-01	99	2573.502	INLET PROTECTION TYPE B	EACH	\$175.00	52	2	\$350.00	52	\$9,100.00
FH23-01	100	2573.503	SILT FENCE, TYPE HI	L F	\$5.00	100	0	\$0.00	0	\$0.00
FH23-01	101	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$3.50	400	0	\$0.00	0	\$0.00
FH23-01	102	2574.604/0001	TURF ESTABLISHMENT WITH HYDROSEED	S Y	\$3.50	2280	0	\$0.00	0	\$0.00
FH23-01	103	2582.518	CROSSWALK MULTI COMP	S F	\$5.50	1152	0	\$0.00	0	\$0.00
Base Bid Totals:								\$572,759.66		\$803,395.22

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
FH23-01	BASE BID	\$523,864.01	\$748,039.57
FH23-01	ALTERNATE BID 4	\$0.00	\$0.00
FH23-01	ALTERNATE BID 3	\$48,895.65	\$55,355.65
FH23-01	ALTERNATE BID 2	\$0.00	\$0.00
FH23-01	ALTERNATE BID 1	\$0.00	\$0.00

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
Contract Change Totals:										\$0.00		\$0.00

Contract Total	\$803,395.22
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Eliminating items for Ad-Alternates 2 and 4 that were not awarded.	\$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

Meeting Date	August 23, 2023
Agenda Item	Consent G5
Attachment	Pay Estimate #2
Submitted By	Stephanie Smith, Interim-City Engineer

Item	Request approval of Pay Estimate #2 for the 2023 Pavement Management
Description	<p>Pay Estimate #2 is attached for the work on the 2023 Pavement Management Project. It is in the amount of \$544,121.68 and includes the following work:</p> <ul style="list-style-type: none"> • Utility Work • Asphalt Milling and Reclamation • Concrete Curb • Concrete Sidewalk • Paver Pathway <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 \$544,121.68 or 65.26% 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), CRRSAA and street infrastructure funds to pay the City's portion of the project. • Expenditure of storm and sanitary sewer fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	Pay Estimate #2
Action(s) Requested	Motion to approve Pay Estimate #2 for the 2023 Pavement Management.

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REQUEST FOR COUNCIL ACTION

Meeting Date	August 23, 2023
Agenda Item	Policy H1
Attachment	Ordinance
Submitted By	Jack Linehan, City Administrator

Item	Adoption of Ordinance 23-05 to Amend Chapter 46-27 to remove “uniform” from parking fines
Description	<p>The City Council adopted Ordinance 23-04 on July 26th, which modified the City’s fee schedule to have fines for September 16th through August 14th be \$50, and August 15th – September 15th be \$100. In reviewing code, staff found a code discrepancy that needs to be cleaned up. Under Chapter 46-27 - <i>Parking; restrictions; uniform parking fine</i>, it states a generally “uniform” parking fine. That was not the intention of the State Fair Task Force nor the City Council upon adoption.</p> <p>To clarify this, staff and the City Attorney drafted the attached ordinance which removes the “uniform” section of the parking fines in Chapter 46. Additionally, under 46-27 (c), we recommend removing the final sentence.</p> <p>Staff believes this modification is merely a clarification of the intention of Ordinance 23-04, and that it will be enforceable during the 10-day posting requirement of this ordinance.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ordinance 23-05

ORDINANCE NO. 23-05

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

**AN ORDINANCE AMENDING CHAPTER 46 OF THE
FALCON HEIGHTS CITY CODE**

THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

Section 1. Section 46-27(c) of the Falcon Heights City Code is amended in its entirety to read as follows:

(c) *Parking fine.* The fine for each violation of this section shall be set according to the City Fee Schedule.

Section 2. This ordinance is effective immediately upon its passage and publication.

ADOPTED this 23rd day of August, 2023, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Jack Linehan, City Administrator

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Meeting Date	August 23, 2023
Agenda Item	H2
Attachment	WSB Proposal for Professional Services; Professional Services Agreement; Resolution
Submitted By	Jack Linehan, City Administrator

Item	WSB Proposal for Professional Services - Community Park Building and Parking Lot Improvements
Description	<p>In 2014, the City selected WSB & Associates, Inc. (WSB) to perform a Parks Master Plan Study. As part of the study, the WSB did an extensive needs analysis of Community Park and developed multiple concepts for a future redevelopment. With a park renovation planned for 2024, the City solicited WSB for a proposal to design and manage the project.</p> <p>The attached proposal outlines the scope of work to be provided in the Community Park building and parking lot improvement project by WSB.</p> <p>Services to be provided by WSB & Associates, Inc., if hired by the City, include: topographic survey, geotechnical services, public engagement support, schematic design, final design, bidding services and construction administration related to Community Park building and parking lot improvements.</p>
Budget Impact	Hiring WSB & Associates, Inc. for professional services, as outlined in the attached proposal, for services provided in Community Park's building and parking lot improvement project, would result in fees not to exceed \$329,817. The fees are budgeted for in our capital plan.
Attachment(s)	<ul style="list-style-type: none"> • WSB Proposal for Professional Services • Professional Services Agreement • Resolution 23-55
Action(s) Requested	Staff recommends that the Falcon Heights City Council authorize the City Administrator to execute all necessary documents to appoint WSB to provide professional services in overseeing the construction administration of a new park building and site improvements at Community Park.

August 17, 2023

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

Re: Falcon Heights Community Park Building and Parking Lot Improvements Proposal for Professional Services

Dear Jack:

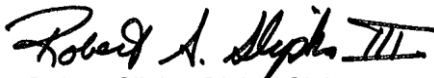
We appreciate the opportunity to present this proposal for topographic survey, geotechnical services, public engagement support, schematic design, final design, bidding services, and construction administration related to Community Park Building and Parking Lot Improvements. The scope of services presented in this proposal is based on discussions with you and our familiarity with the project area. Plans and specifications will be packaged to bid as a single bid package. The city has identified a total project budget between \$2.5 million and \$3.0 million for the new community building and parking lot improvements.

This letter represents our entire understanding of the project scope. If you are in agreement, please sign and fill out the information in the space provided below and return one original signed copy to me for our records. The necessary contract documents will then be provided for review and signature. WSB will start work upon receipt of a signed contract.

If you have any questions concerning the work plan or fee as discussed herein, please feel free to contact Bob at 763-231-4844. We look forward to working with you and greatly appreciate the opportunity to assist you and your staff in the completion of this project.

Sincerely,

WSB



Robert Slipka, PLA, ASLA
Senior Associate / Project Manager



Andi Moffatt
Vice President of Environmental Services

ACCEPTED BY:

City of Falcon Heights, MN

Name _____

Title _____

Date _____

**EXHIBIT B
SCOPE OF WORK
FALCON HEIGHTS COMMUNITY PARK BUILDING AND PARKING LOT IMPROVEMENTS**

The Client intends to retain Consultant to provide general engineering and other related professional services related to the Falcon Heights Community Park Building and Parking Lot Improvements. The Scope of Services are outlined below.

ARTICLE B.1 – GENERAL SCOPE OF SERVICES

The master plan update will occur in later summer and early fall of 2023. Following approval of updated master plan, final bid documents will be developed over the winter and spring of 2023/2024 and bid in the spring of 2024. This will include a new community park building and parking lot as well as additional associated improvements including connector trails and associated utilities. The total project budget is estimated between \$2.5 and \$3.0 million. Professional services will include master plan update, public engagement support, final design, bidding, and construction administration. The scope of services presented in this proposal is based on discussions with you and our familiarity with the project area. Plans and specifications will be packaged as a single bid package. WSB understands that there is a potential that this project may include a Construction Manager as part of the design, bidding, and construction process. Construction is planned for 2024.

B.1.1 Project Management.

Project management is a key task included in each phase of the project. In each case, this task consists of management and administration, project coordination, and communication with the City staff and WSB personnel. Additional work included in this task involves attendance at a kick-off meeting and at progress meetings with City staff. Proper completion of this task will allow for open lines of communication and routine updates on project issues, as well as keeping the project on schedule and within budget.

B.1.2 Topographic Survey

WSB will perform field work and develop a topographical survey of the area to be developed. This survey will be prepared in AutoCAD format. The specific location of the survey will be determined following the kickoff meeting. The extent of the survey will be limited to the general development area for this project and will include:

- Setting control suitable to use for the topographic survey and construction staking of the proposed improvements.
- Collecting enough topography of the area for the proposed improvement per the supplied survey limits drawing. We will also collect enough topo for the new trail and will tie in points.
- Processing the topographic data in Civil 3D to include all topographic features, contours, and TIN data.
- This survey will be on the Ramsey County coordinate system and the vertical datum will be on NAVD 88 unless otherwise specified.

B.1.3 Geotechnical Investigation.

Based upon experience with similar projects the objectives of the geotechnical services are to perform subsurface borings, classify and analyze the soil samples, discuss groundwater issues, and prepare recommendations for subgrade preparation and a pavement section.

B.1.3.1 Site Access

Based on a review of the information you provided, it appears that the site can be accessed with our CME-55 all-terrain track mounted auger drill. It should be noted that our drilling rig will damage landscaping such as lawns, trails and planted areas. We will do our best to minimize such damage, but WSB will not be liable for repair of property.

B.1.3.2 Bore Hole Locating and Gopher State One Call

WSB will stake the potential bore hole locations using a supplied site plan and existing site feature as guides.

Prior to sending a drill rig to the site WSB will contact Gopher State One Call (GSOC) and have them request public underground utility owners mark and clear our proposed bore hole locations of their utilities. If there are private underground utilities that are not located by GSOC, you must notify the Geotechnical Group immediately.

B.1.3.3 Subsurface Test Borings

We propose to complete a total of five borings. Two borings at the proposed building location, two borings for the proposed parking lot, and one boring at potentially expanded stormwater pond. In the standard penetration test borings, we will sample and record blow counts at 2½ foot intervals to the boreholes termination depth.

If unsuitable soils (existing fill, organic soils, etc.) are encountered at the proposed boring termination depth(s), it will be necessary to extend the borings into more competent materials. This will allow us to better evaluate potential construction issues.

An additional charge of \$30 per lineal foot will be assessed for borings extended beyond their proposed termination depths. If the added work requires an additional mobilization to the site it will be charged at \$250 per day.

In Minnesota, a boring that is deeper than 15 feet and sealed within 72 hours is considered a temporary boring / environmental well and requires Well Sealing Records be submitted to the Minnesota Department of Health. If the temporary boring / environmental well is extended to depths of more than 25 feet, a Construction Notification form and Fee are required. WSB will fill out the MDH notification and sealing record forms and sign on behalf of the owner unless directed otherwise. Based on our proposed services we do not anticipate creating an environmental bore hole.

B.1.3.4 Schedule, Bore Hole Samples and Laboratory Testing

Based on our current drilling backlog, we anticipate that we can mobilize our track mounted auger drill to the site in about three weeks from the time that written authorization is provided. Laboratory work and report preparation will take about two weeks following completion of the field work. It should be noted that this schedule may change based on timing of authorization, site conditions and other factors. Should our anticipated schedule change we will let you know. This estimate is based on work being completed during normal business hours, 7am to 6pm, Monday through Friday. Additional charges will apply to night or weekend drilling.

Samples retrieved during drilling will be returned to our laboratory where they will be reviewed, classified using the Unified Soil Classification System (USCS), and logged under the direction of a geotechnical engineer. Select samples will be set aside for laboratory testing. We may perform routine laboratory tests on selected soil samples obtained from the exploration. This may include determinations of natural moisture content and unconfined compressive strength with a calibrated penetrometer if cohesive soils are encountered and gradations on select sand samples from the borings.

Such tests will aid in determining soil classification and properties and potential behavior characteristics to help guide our recommendations.

B.1.3.5 Geotechnical Engineering Report

Information gathered for this project will be used to prepare a geotechnical report. The report will summarize our findings and provide a discussion of subsurface soil and groundwater conditions encountered in our borings and how they may affect the proposed construction of foundations, pavement areas, and pond infiltration/detention. The report will also provide estimates of groundwater depths/elevations and a discussion of soils for use as structural fill and site fill. The report will also provide recommendations for pavement sections.

B.1.4 Pre-Demolition Asbestos and Regulated Materials Assessment

Based on our understanding of the project we proposed the following scope of services:

B.1.4.1 Asbestos Sampling

- Consultant will complete destructive asbestos sampling at the Site building to identify friable and non-friable asbestos-containing materials (ACM) in accordance with Environmental Protection Agency (EPA), MPCA, and MDH rules and regulations.
- Consultant will identify ACM that could become friable during demolition activities, and according to State and Federal regulations, would require abatement prior to disturbance.
- The inspection and sampling will be performed by a US EPA-accredited and MDH-certified Asbestos Inspector.

B.1.4.2 Asbestos Analysis

- Asbestos samples will be analyzed under a 7-10 business day standard lab turnaround timeframe.
- Up to eighty (80) samples will be analyzed for asbestos by Polarized Light Microscopy (PLM), EPA Method 600/R-93-116 (Asbestos in Bulk Building Materials).
- For materials with low (less than 10%) concentrations of asbestos, a point count quantification of asbestos concentrations can be performed. Up to eight (8) samples will be point counted.

B.1.4.3 Limited Lead-Based Paint Sampling

- Consultant will collect lead-based paint (LBP) chip samples from painted/coated concrete surfaces at the Site buildings that have the potential to be recycled during the demolition process.

B.1.4.4 Lead Paint Analysis

- Lead paint samples will be analyzed under a 7-10 business day standard lab turnaround timeframe.
- Up to six (6) samples will be analyzed for lead in paint.

B.1.4.5 Regulated Materials Inventory

- Consultant will complete a room-by-room inventory of regulated materials at the Site buildings that may require special handling or disposal prior to demolition.
- Consultant will also note other items present that may require special attention prior to or during demolition including wells, septic systems, sumps, above/underground tanks, hoists, and oil water separators.

B.1.4.6 Reporting

- A report will be generated summarizing the results of the Destructive ARM Assessment.
- Client will provide one review/comment of the draft report.

B.1.5 Master Plan Update and Public Engagement

This task consists of updating the existing master plan for approval by the Park Commission and City Council and completing construction plans, specifications, and bidding documents for the proposed improvements.

B.1.5.1 Master Plan Update

WSB will utilize the existing master plan as a means to update the Master Plan graphic. Key areas of focus are the parking lot, community building, and adjacent spaces. Once updates are complete, the plan will be shared with the City Council, Park Commission, and City staff for review and comment.

WSB will incorporate comments and the Master Plan update will be shared with the public at an open house (up to two separate events). WSB will support City staff at an Open House at an agreed upon location. City staff may also share the updated plan for comments at other events or through their social media platforms to gain additional feedback.

WSB and City staff will review public comments obtained at all open house events. Any

revisions identified will be incorporated and the final master plan will be presented to the Park Commission and City Council for approval.

B.1.6 Construction Plans, Specifications, and Bidding.

WSB will utilize the topographic survey and adopted master plan for development of proposed parking lot improvements and new community building. It has been discussed that additional improvements may also be sought though not currently budgeted for like a splash pad and court improvements. Preparation of bid documents for these additional design features are not included in this proposal and can be added as additional services upon request.

B.1.6.1 Community Building (HCM – Subconsultant)

See attached HCM Proposal. HCM proposed professional fees are based on the breakdown of staff and hours proposed per Task and the proposed Project Scope. Fees listed below represent the total estimated building project cost of \$1,500,000 for the Facility. This would include architectural, interiors, structural, and MEP Engineering services.

B.1.6.2 Preliminary Site Development

Documents shall include the preparation of written text, plans, photos, product info, and other drawings necessary to describe the design, materials, colors, textures in sufficient detail for the City to envision the appearance and function of the proposed improvements.

- This includes using the appropriate design standards for the listed facilities and preparing design development drawings. The drawings include basic site layout, landscaping, grading, removals plans, site utility plans, site lighting plans, and details as required. Outline specifications, including general and technical sections, will be prepared.
- An estimate of the cost to construct these improvements will be refined based on these documents. From this estimate the City shall determine which of the improvements shall be included in the final design.

B.1.6.3 Final Site Development

Once the design options are fully explored and selected, WSB will prepare final Construction Documents. These documents shall include plans, details, and specifications in sufficient detail for the City to pursue competitive bids for the construction of the improvements. This task will include:

- Title Sheet
- Site Removals Plan
- Site Layout Plan
- Site Grading Plan
 - Erosion Control and Site SWPPP Plans (as necessary)
 - Spot Elevations (for key finished grade elements)
- Pavement Designs and Typical Details
- Site Utilities: Connecting to existing sanitary and water connections. It is understood that a portion of the sanitary service may be crushed, it is recommended the Owner televise the line to establish what portion, if any, can be salvaged. If total replacement is required, removal and replacement within the public right-of-way will be necessary as the sanitary service line is on the north side of the street. Services will be sized for the new building needs including fire protection requirements.
- Storm Sewer, Drainage Plans, and Details: Analysis and design of the stormwater drainage and conveyance system consistent with stormwater management and permitting requirements.
 - Developing a drainage plan for the improvements and sizing storm structures as required for the new parking lot.
 - Based on the description of proposed improvements, sites that disturb over an acre are required to provide infiltration basins sized at 1.1” times the new and reconstructed impervious area and 90% TSS removal for both development and redevelopment projects, as well as providing rate control. If over an acre of net new impervious is created NPDES permit requirements would also be triggered which would require one inch off the new impervious to be treated.

- As part of the drainage design, it will be confirmed that treatment of the park building and parking lot area is not being provided by an existing BMP. It is assumed a BMP will need to be included with the project in order to meet permitting requirements based on the standards noted. Sizing, design and plans for the BMP are included as part of this scope.
- Preparing and submitting a stormwater management plan to the Capitol Region Watershed District (CRWD) for approval. The plan will provide calculations for existing and proposed conditions and determine any adverse downstream impacts. This task assumes one round of permit comment responses.
- Site electrical plans, details, and specifications
 - WSB will provide design plans for the installation of new parking lot lighting units. Lighting system construction plans will include the location and type of lighting units, foundations, conduit and wiring, and handholes if necessary.
- Miscellaneous Site Construction Details
 - Prepare Technical Specifications
 - Prepare Final Cost Estimate
- One complete paper and digital set of design development materials, construction drawings, specifications, and final estimate of probable construction costs at 60%, 90%, and 100% completion.

B.1.6.4 Permits

Due to project size, it is anticipated that a SWPPP will be required. Similarly, with an increase of impervious of more than one acre and disturbance of more than one acre, it is anticipated that a Capital Region Watershed District Permit will be required.

- Based on our current understanding of the project, WSB has not included wetland delineations, environmental investigations, or associated remediation for the site within this proposal. If such services are determined to be required during the design phase, WSB can prepare a scope / fee for this work as “additional services.”

Note: Any permit fees will be considered reimbursable expenses billed in addition to fee proposal.

B.1.6.5 Bidding Assistance

It is understood that the proposed improvements will be bid as one single package (though there is potential that the project may be bid through a Construction Manager). WSB will package the final plans and specifications into the formal bidding documents. This task will include an internal QA/QC review of the final plans, quantities, and specifications.

WSB will print, assemble, and submit the final contract documents to the City and request authorization to advertise the project for bidding. We will prepare the ad for bid, coordinate the advertising, and coordinate the bid opening. WSB will receive and respond to bidder inquiries concerning the plans, specifications, and intent of the project. Logs of all inquiries will be kept and maintained to document inquiries. WSB will attend the project bid opening with the City.

WSB will review the low bidder’s bid proposal, contractor’s / subcontractor’s relative experience and performance on similar projects, references, nature, and extent of other similar contracts, whether or not the contractor or subcontractors have ever been denied contract award, and any other information that would affect the ability of the contractor to perform the work. Based on this information, WSB will make a recommendation regarding award of contract.

B.1.7 Construction Staking.

Consultant will provide construction surveying tasks on an hourly basis. The fee includes one set of stakes, any re-stake or additional tasks outside of this scope of services would be billed at our normal two-person survey crew rate to the Contractor. Staking will include the following:

- Verify control and stake construction limits.

- Offset stakes for sanitary and storm sewer with a cut sheet indicating horizontal and vertical distances from the stake to the pipe invert.
- Offset stakes for watermain with a cut sheet indicating horizontal and vertical distances from the stake to the top of pipe.
- Offsets for exterior building grid intersections.
- 3-foot offset stakes placed at 25-foot intervals with a cut sheet indicating a cut/fill to the proposed top of curb.
- Line and grade stakes for walks, parking lot, edges of pavement.
- Sidewalk: Centerline offset stakes every 50 feet in tangent or 25 feet in curve (provide staking only when sidewalk is not parallel with the curb).

B.1.8 Construction Material Testing.

Consultant will provide construction material testing on an as needed basis, the fee estimated the level of services based on project scope, but soil correction and compaction may affect this estimate.

B.1.9 Contract Administration and Site Progress Meetings.

- Pre-Construction Conference: Consultant will conduct and facilitate a pre-construction conference. Meeting minutes will be prepared and distributed to all the attendees.
- Up to 40 hours for full time utility inspections related to installation of sanitary sewer and water service.
- Weekly/Biweekly Site Progress Meetings: Consultant will attend up to twenty-five (25) weekly/biweekly site progress meetings within periods of active construction during the project to allow for proactive communication with the Contractor and Client, which will maximize efficiency during the construction. Meeting minutes will be prepared and distributed to all the attendees. These meetings will allow Consultant to:
 - Become generally familiar with and to keep the Client informed about the progress and the quality of the portion of the work completed. Note, this does not include exhaustive or continuous on-site inspections to check the quality or quantity of the work.
 - Determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents.
 - Report to the Client known deviations from the Contract Documents.
 - Review submittals and shop drawings.
 - Answer Contractor questions and provide design intent and clarification for any issues that may arise during the project.
 - Review pay applications prepared by Contractor and make recommendations regarding payment.
 - In the event of changed conditions during the project, Consultant will prepare and distribute any necessary change orders to expedite the work in the field.
 - Substantial completion meeting and punch list.

ARTICLE B.2 – ASSUMPTIONS

Consultant has based the scope of work and fee upon the following assumptions.

B.2.1 Assumptions

- Existing utility services that serve the existing building on site will have sufficient capacity for the new building (including water, sanitary sewer, storm sewer, gas, electric, and communications). Only minor utility service modifications will be required, not entirely new services.
- The property is not located in a flood hazard area.
- The property does not contain any wetlands.
- A Tree Preservation Plan is not required.
- Standard design practices apply to this project. Design meeting sustainability and/or additional design criteria and documentation are not included in the fee (i.e. LEED, LID, B3, Energy Star, Green Communities, etc.).
- If required, retaining walls will be low height boulder walls or modular block walls to be designed by a modular block retaining wall company. WSB will locate walls, determine wall heights, and prepare performance specification for design by others.

- The entire civil engineering and landscape architecture will be designed, documented, and bid as one set of construction documents. Individual civil/landscape bid packages for separate construction phases will require additional compensation.
- Storm water analysis requested by government agencies that extends beyond the project site, may require additional compensation which will be billed on an hourly basis.
- There are no off-site improvements required for this project beyond the property boundaries. Any off-site improvements will require additional compensation.

ARTICLE B.3 – EXCLUSIONS

B.3.1 The following items are excluded from this Agreement; however, Consultant can provide these professional services for additional compensation by amendment to this Agreement.

- Wetland delineation and/or mitigation
- An Environmental Site Assessment (ESA) Phase 1.
- Traffic study
- Irrigation design
- Special inspections
- Hazardous waste engineering
- Archeological services
- Ecological design services

* WSB can add these items to our scope at an additional fee if they become required.

ARTICLE B.4 – PROPOSED FEES, SCHEDULE AND ACCEPTANCE

C.1.1 Services outlined in Paragraphs B.1 – B.3 above will be provided for an hourly not-to-exceed fee of \$329,817. The following fee table provides an overview of fees that are broken into the main categories of work.

Task 1	Design and Bidding	\$240,646
Task 2	Construction Administration	\$89,171
Total		\$329,817



H A G E N , C H R I S T E N S E N & M C I L W A I N
A R C H I T E C T S

August 11, 2023

City of Falcon Heights – Community Park
C/O Robert Slipka (WSB)

Re: **City of Falcon Heights
Community Park Civic Pavilion**

Dear Bob:

We thank you for the opportunity to support WSB on this exciting opportunity with the City of Falcon Heights. HCM has extensive experience with Parks and Recreation work of all kinds with over 120 individual structures completed in the last 20 years, along with dozens of studies, audits, assessments (including the existing Community Park Building), and planning efforts. We appreciate our working relationship with WSB and look forward to working with your team and the City of Falcon Heights.

Our Design Services for the proposed Civic Pavilion will include Architectural Design, Interior Design, Structural Engineering and Mechanical and Electrical Engineering. Our proposal includes fee for site & parking lot lighting, per your request. Our Team includes:

- HCM Architects as the Team Leader/Manager, Architect of Record and for all Architectural and Interior Design services.
- Paulson & Clark Engineering (PCE) for Structural Engineering services.
- Emanuelson Podas (EP) for the M/E/P Engineering services.

We understand that WSB will be providing the design and documentation for the site work, grading, and utility work and will hold the overall contract with the City of Falcon Heights, MN and our contract will be to WSB.

Again, we appreciate you giving us this opportunity to be of service to you. If you have questions regarding this proposal or would like additional information from us please call me.

Sincerely,

Matthew Lysne, AIA, NCARB

H A G E N , C H R I S T E N S E N & M C I L W A I N A R C H I T E C T S

4201 Cedar Avenue S. | Minneapolis, MN 55407 | 612.904.1332 | hcmarchitects.com

Project Understanding & Work Scope Per Phase:

Project Understanding

We understand the scope to be full service design fees related to programming and design of a new Community Pavilion building at the existing Community Park. The building is anticipated to be approximately 2,400 sf and have similar programming to the City of Roseville Lexington Park. Gathering space, small meeting space, a catering kitchen, toilet rooms and seasonal use as a warming house for skating are all being considered. The building development will be part of a larger renovation of the park, courts and amenities that WSB is providing.

The services in this proposal will include the Project Phases of Programming and Schematic Design, Design Development, the development of the Construction Documents for bidding, permitting and construction and the Public Bidding for the Project (CMaA and Sourcewell Procurement may be considered for selecting a General Contractor). Specific work scope included in each Phase is as follows:

Phase 1 Programming, Schematic Designs & Cost Estimates:

A. Program Development

Tasks

- Work with staff (1 meeting) to understand needs and functions
- Define square footage requirements.
- Identify important adjacencies.
- Consider/identify efficiencies and long-term maintenance.
- Initial Building Code Reviews
- Identify and develop desired Site relationships between buildings and site amenities and the neighborhood.
- Identify existing facility demolition, site impacts, etc.

Deliverables:

- Space Program
- Narrative on key adjacencies, building systems and operations.
- Building Code Reviews

B. Schematic/Concept Design

Tasks

- Consider site area and adjacent infrastructure in relationship to the proposed buildings.
- Develop Conceptual Building Block Plans
- Prepare architectural schematic designs for the buildings identified above.
- Review meetings with City staff – see meetings sections below.

Deliverables:

- Development of a Schematic Design Package that will include:
 - Floor Plans
 - Exterior Elevations
 - 3-D Model that will show building forms, fenestration and materials
 - Architectural Scope Narrative
 - MEP Scope Narratives

C. Schematic Building Cost Estimate

Tasks

- Schematic Cost Estimates for the buildings prepared by 3rd Party Cost Estimating Consultant.

Deliverables

- Schematic Construction Cost Estimate for Buildings

D. Meetings

Assumed Meetings to include:

- (3) meetings with staff
- (2) stakeholder meetings
- (1) Park, Recreation, and / or Community Meeting
- (1) City Council Meeting

Deliverables:

- Presentation materials to WSB for Committee and City Council meeting presentations

Phase 2 Design Development & Updated Detailed Cost Estimates:***Scope of Work:***

- Develop the Building Plans, Exterior Elevations & Building Sections
- Develop structural system designs.
- Develop MEP systems designs.
- Develop finish plans, FFE plans and required interior elevations.
- Work with Staff to develop interior & exterior material & finish selections.
- Investigate all pertinent codes and safety regulations – meet with City Building Officials to confirm life safety and accessibility requirements.
- Develop 3-D Model to include Design Development updates.
- Present the Project at Park & Rec and City Council meetings.
- Develop Design Development Package for review/approval and cost estimating purposes.
- Develop a detailed Design development Detailed Cost Estimate for all (3) Buildings.

Building Design Team Deliverables for this Phase:

- Design Development Package including drawings and narratives for:
 - Architectural
 - Interior Finishes
 - Structural
 - Mechanical (HVAC & Plumbing)
 - Electrical
- Design Development Detailed Cost Estimate.
- Project meeting minutes documentation of meetings and presentations.
- Understanding of local and state jurisdiction requirements.
- Presentation materials for Park & Rec Board and City Council meetings

Phase 3 Construction Documents:***Scope of Work:***

- Bi-weekly meetings (assume 6 meetings) with the City and Project Design Team to review project goals, progress and to coordinate all design efforts.
- Develop 60% & 90% CD Review Package for Design Team and Owner reviews.
- Attend a 90% CD “Page-Turner” with the Owner and the entire Design Team for a full review of the Project Design.
- Ongoing review of any design options with the City’s Project Manager
- Detailed coordination with WSB their Project Team
- Present the Project at Park & Rec and City Council meeting.
- Complete Construction Documents made up of detailed plans and specifications provided to the City’s Project Manager for review prior to Project Bidding.

Building Design Team Deliverables for this Phase:

- Complete Construction Documents made up of detailed Drawings and Specifications (Project Manual) for the Architectural, Interiors, Structural Engineering, Mechanical Engineering and Electrical Engineering for the Bidding, permitting and construction of the Project.

Phase 4 Project Bidding Services:

Scope of Work:

- Issue documents for Bidding
- Assist WSB in Prebid meeting with potential bidders.
- Respond to substitution requests.
- Develop Addenda to the Construction Documents
- Answer all inquiries about the project as required for the competitive bidding of the project.
- Review bids with Owner and qualify the apparent low bidder for the building.

Deliverables:

- Issuance of Addenda as required, responding to contractor questions.

Phase 5 Construction Administration Services:

Scope of Work:

- Attend weekly construction mtgs. (assume 20 CA meetings)
- Review work for compliance w/ construction documents
- Appraise City of construction progress
- Review shop drawings and product submittals
- Answer RFI's
- Prepare Proposal Requests (PR's) and ASI's
- Answer all contractor inquiries regarding the design intent of the documents.
- Work closely with the Project Manager regarding the construction work
- Review payment applications and prepare change orders.

Deliverables:

- Timely Submittal and Shop Drawing reviews
- Review of Pay Applications
- Issue Appropriate Change Orders
- Punch list Inspections - one initial and one final per Phase (2 total)

Phase 6 Project Close-Out:

Scope of Work:

- Review warranties, equipment manuals and related documents assembled by contractors.
- Maintain accurate record set of field drawings and specifications.
- Review the completed project 11 months after the date of occupancy and report any issues or warranty problems to the contractor for correction.
- Discuss the facilities with City staff for feedback on operational issues.

Deliverables:

- Forward warranties, equipment manuals and related documents assembled by contractors.
- Project As-Builts in digital and hard copy to City staff
- 11 Month Post-Construction Warranty Reviews

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this _____ day of _____, 2022, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“City”)and **WSB & ASSOCIATES, INC.**, a Minnesota corporation (hereinafter referred to as "Engineer").

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Engineer for professional engineering services regarding the Falcon Heights Community Park Building and Parking Lot Improvements (“Project”).

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement;
- B. Insurance Certificate(s) approved by the Engineer;
- C. Engineer’s Proposal dated August 17, 2023 (“Proposal”) attached hereto as Exhibit “A”.

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

3. COMPENSATION. Engineer shall be paid by the City for the services described in Exhibit “A” in accordance with the rates set forth in the Proposal. Compensation shall not exceed \$329,817 Dollars, inclusive of expenses.

4. DOCUMENT OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

5. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

7. **STANDARD OF CARE.** Engineer shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional Engineer under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

8. **INDEMNIFICATION.** Engineer shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

9. **INSURANCE.**

A. Engineer shall secure and maintain such insurance as will protect Engineer from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$2,000,000 each occurrence/aggregate
Professional Liability	\$2,000,000 each claim

The insurance coverages may be provided by a single policy or by a combination of policies, including umbrella or excess liability policies.

B. The Engineer also agrees to maintain, at Engineer's expense, Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Engineer in connection with its performance under this Agreement. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Engineer's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under contract.**

C. City and its officers, employees and agents shall be named Additional Insured on the above CGL and Auto liability policies.

D. The Engineer also agrees to maintain, at Engineer's expense, Professional Liability Insurance coverage insuring Engineer against damages for legal liability arising from a negligent

act, error or omission in the performance of professional services required by this Agreement during the period of Engineer's services and for one (1) year following the date of final completion of its services. The professional liability insurance coverage shall provide limits of at least \$1,000,000 per claim/occurrence and an annual aggregate. Coverage under such policy may not be subject to a deductible not to exceed \$25,000 per occurrence.

E. Prior to commencement of any work under this Agreement, Engineer will provide the City with certificates of insurance evidencing the required insurance coverage in a form acceptable to City. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be cancelled or reduced in limits by endorsement for any reason without at least 10 days prior written notice to the City of the intent to cancel. Engineer shall provide the City with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the City Certificate of Insurance, and shall contain sufficient information to allow the City to determine whether there is compliance with these provisions. At the request of the City, Engineer shall, in addition to providing such evidence of insurance, promptly furnish Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least thirty (30) days' notice to the City prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Engineer's insurance agency shall certify that he/she has Error and Omissions coverage.

F. All policies of insurance required under this paragraph shall be issued by financial responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the City. Such acceptance by the City shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, the City shall have fifteen (15) business days from the date of receipt of Engineer's evidence of insurance to advise Engineer in writing of any insurer that is not acceptable to the City. If the City does not respond in writing within such fifteen (15) day period, Engineer's insurer(s) shall be deemed to be acceptable to the City.

G. The City shall, at any time during the period of this Agreement, have the right to require that Engineer secure any additional insurance, or additional feature to existing insurance, as the City may reasonably require for the protection of its interests or those of the public. In such event Engineer shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

10. INDEPENDENT CONTRACTOR. The City hereby retains Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or

employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Except for services provided by Hagen, Christensen & Mcilwain, Paulson & Clark Engineering and Emanuelson Podas, as identified in the Proposal, Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall comply with Minnesota Statutes § 471.425. Engineer must pay subcontractors for all undisputed services provided by subcontractors within ten (10) days of Engineer's receipt of payment from City. Engineer must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractors on any undisputed amount not paid on time to subcontractors. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00).

12. CONTROLLING LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County Minnesota.

13. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', City, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

14. COPYRIGHT. Engineer shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

15. PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contract requires, or the Engineer desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, the Engineer shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Engineer shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such

patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

16. RECORDS. Engineer shall maintain complete and accurate records of hours worked and expenses involved in the performance of services.

17. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

18. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

19. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

20. OWNERSHIP OF DOCUMENTS Project specific original (non PDF) engineering documents, drawings, modeling, and specifications prepared by the Engineer as part of the Scope of Services shall become the property of the City when the Engineer has been compensated for all Services rendered, provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall provide original documents created during Services rendered to the City upon request after project completion. Engineer shall, however, retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope of Services shall become the property of the City.

21. NON-DISCRIMINATION. During the performance of this Agreement, the Engineer shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Engineer shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Engineer shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Engineer further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

22. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

23. NOTICES. Any notice given under this Agreement shall be deemed given on the third business day following the date the same is deposited in the United States Mail (registered or certified) postage prepaid, addressed as follows:

If to City: City of Falcon Heights
2077 Larpenteur Ave. W.
Falcon Heights, MN 55113
Attention: City Administrator

If to Engineer: _____

Attn: _____

24. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Engineer. In the event of termination, the City shall be obligated to the Engineer for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination.

Dated: _____, 2022.

CITY OF FALCON HEIGHTS

BY: _____

Randy Gustafson

Its: Mayor

ATTEST: _____

Jack Linehan

Its: City Administrator

Dated: _____, 2022.

WSB & ASSOCIATES, INC., d/b/a WSB

By: _____

_____ [print name]

Its _____ [title]

**EXHIBIT “A”
To
Professional Service Agreement
Engineer’s Proposal**

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

August 23, 2023

No. 23-55

**RESOLUTION ACCEPTING OF PROPOSAL AND AUTHORIZATION OF CITY
ADMINISTRATOR TO NEGOTIATE CONTRACT WITH WSB & ASSOCIATES, INC. (WSB)
FOR PROFESSIONAL SERVICES PROVIDED IN COMMUNITY PARK’S BUILDING AND
SITE IMPROVEMENT PROJECT**

WHEREAS, in 2014, WSB performed a Parks Master Plan Study; and

WHEREAS, part of WSB’s 2014 Parks Master Study extensively analyzed Community Park ; and

WHEREAS, WSB developed multiple concepts in 2014 for Community Park’s future redevelopment; and

WHEREAS, Staff recommends the City hire WSB & Associates, Inc. (“WSB”) to provide professional services for the Community Park renovation planned for 2024; and

WHEREAS, WSB has experience providing professional services to municipalities’ parks and trail systems including in the community of Crystal, Minnesota; and

WHEREAS, WSB would provide services such as topographic survey, geotechnical services, public engagement support, schematic design, final design, bidding services and construction administration related to Community Park building and parking lot improvements; and

WHEREAS, WSB’s proposal is for professional services provided hourly and not to exceed \$329,817.

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

1. That the proposal from WSB & Associates, Inc. is accepted by the City Council of the City of Falcon Heights.
2. That the City Administrator is authorized by the City Council of the City of Falcon Heights to execute the professional services agreement with WSB & Associates, Inc. for professional services provided in Community Park’s Building and Site Improvement Project.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
MEYER
ANDREWS
LEEHY
WEHYEE

_____ In Favor
_____ Against

Attested by: _____
Jack Linehan
City Administrator