

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
April 28, 2021 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE*

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___
STAFF PRESENT: THONGVANH___
- C. PRESENTATION
1. Northeast Youth and Family Services (NYFS) Annual Report
- D. APPROVAL OF MINUTES:
1. April 7, 2021 City Council Workshop Minutes
2. April 14, 2021 City Council Regular Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 4/22/21 \$64,601.41
Payroll through: N/A
2. Approval of City License(s)
3. Department of Employment and Economic Development Grant Extension Request #2 for the Amber Union Project
4. 2021 Pavement Management Project (PMP) Construction Materials Testing Quote
5. Surplus City Property
- G. POLICY ITEMS:
1. Amendment to Section 105-25 and 105-26 of the Building Code in the City Code
- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.
- J. ADJOURNMENT:

*You can participate in the meeting by clicking the following Zoom link:
<https://us02web.zoom.us/j/81446634622>

Toll Free Number:
1-833-548-0276
1-833-548-0282
1-877-853-5247
1-888-788-0099

Webinar ID: 814 4663 4622

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Who we are



Northeast Youth
& Family Services
Transforming Lives

- Community-based, trauma-informed, nonprofit mental health and human services agency
- Partner with 15 municipalities and 3 school districts
- Support low-income, under and uninsured youth, families and adults
- 45 years serving the northern suburbs

**Transforming lives today, creating a better tomorrow
for youth, adults, families and our community**

What we do

Mental Health Counseling



- Clinics in Shoreview and White Bear Lake
- Telehealth services
- School-based mental health in three school districts
- NETS Day Treatment

What we do

Community-Based Human Services



- Diversion Program
- Senior Chore Program/Assurance Calls
- Community Advocate

City of Falcon Heights

Overview

- City Contract for Services: \$10,038
- Cost of Services Provided: \$11,423



Service Stats

Report

Mental Health

Direct Service: 4

Community Impact: Improved functioning at home, school and in the workplace

Senior Chore

Direct Service: 2 Seniors

Community Impact: 190 hours of service, reduced isolation, increased ability to live independently

NETS Program (Non Contracted)

Direct Service: 1 Youth

Community Impact: 56 hours of support to a youth struggling with severe mental health issues, reduced isolation, better coping strategies, increased support to the family

Better Days Ahead

Future plans



- Return to in-home Senior Services
- Greater return to in-person Mental Health Counseling
- Telehealth to remain an option
- Grow Community Connections
- Expanding our online presence
- Culturally Responsive Care

For more information

Tara Jebens-Singh,
NYFS President and CEO

651-379-3404

tara.jebens-singh@nyfs.org

www.nyfs.org

Facebook:@NYFSorg Twitter:@NYFS2

NYFS is here for you, because of you.

Shoreview: (651) 486-3808 | White Bear Area: (651) 429-8544

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

MINUTES
April 7, 2021
6:30 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 6:33 PM
- B. ROLL CALL: ANDREWS_X_ GUSTAFSON_X_ LEEHY_X_
 MIAZGA ___ WEHYEE_X_

 STAFF PRESENT: THONGVANH_X_ WALTER_X_
- C. PRESENTATIONS:
- D. POLICY ITEMS:
 - 1. American Rescue Plan Act – Coronavirus Local Fiscal Recovery Fund (CLFRF)

Administrator Thongvanh

The Act was signed by the Biden Administration on March 11 which included funding assistance for local government. The first round of funding from the CARES act went to public safety and safety improvements at City Hall. The funds from CLFRF would first be available to the City in May and would not expire until December 2024. The funds can be used for lost revenue during the COVID-19 pandemic due to loss of facility rental and sewer fund revenues. The City could also transfer funds from the CLFRF to other organizations such as NYFS. A third option is investment in water, sewer, and broadband infrastructure.

Any assistance that the City would offer residents for housing would need to be closely administered so that it does not disqualify the applicant for assistance through other agencies.

Council Member Wehyee

How soon we can expect information on the use of these funds?

Administrator Thongvanh

I've been requesting clarification from the LMC and MMB, as well as our auditors. We want to prepare for this. The last round of funding was more chaotic but this round of funding allows more time to get prepared for the use of funds.

2. Stop Sign Update

Administrator Thongvanh

In 2019 the Council received a request for a stop sign in the Northome neighborhood. Staff worked with the City engineer and based on data analysis, it was determined that a stop sign would not meet standards. Council then directed staff to research lowering the City speed limit on residential streets to 20mph.

In the packet is data from a speed study as well as a memo from our City attorney about the process of reducing the speed limit to 20mph.

Jesse Freihammer, City Engineer

Stop signs are designed to determine who should get the right of way. A lot of research has been done regarding stop signs, much of which indicates that they are not intended to control speeds. We really want to use these signs when it's going to be effective and avoid sign pollution. The current stop signage in the Northeast and Southeast quadrants is consistent and organized in a basket weave formation with stops every other block. We also want to be consistent with the reasoning used in decisions around stop signs in the past. Any one stop sign isn't going to create drastic problems but the concern is that the City is setting a precedent and requests in the future may be difficult to deny using the same logic.

Council Member Wehyee

I appreciate the research that went into the speed study and understand the argument. I nevertheless do support the stop sign because I think there's something important about giving residents the peace of mind regardless of what the science says. Also, I'm not convinced about the snowball effect because I think Council could assess each request as they are brought forward.

Mayor Gustafson

Would we then adopt a policy that says we abandon our efforts to standardize and do research on issues to support decisions?

Council Member Wehyee

What I was suggesting is that when issues come up, Council considers them and determines what they think is best.

Mayor Gustafson

That's what we did in requesting this research and analysis. What kind of standard do we use to apply citywide?

Council Member Leehy

What I'm hearing is that whatever our decision is, it's going to impact what we do in the future. Either we set it up like a petition process or we use the research and resources of our staff to provide a recommendation based on the data.

Administrator Thongvanh

Best practices for all communities in Minnesota is to use fair standards to make determinations, such as use of speed studies, traffic volume, traffic incidents. Staff would then make decisions based on the data and the recommendations of subject matter experts.

Council Member Wehyee

Does the City have a policy that establishes this to be the policy? The conversation is being framed as if this is already the process.

Administrator Thongvanh

We don't have policies for everything because it would be cumbersome. What we have is best practices for the industry. We have to focus on the most reasonable process to run city government. If this is something that the council feels it is important to have a policy on, then I agree that we should create one so that we can be consistent.

Council Member Andrews

I can't imagine having a policy along the lines of "if we have five requests we'll put in a stop sign." In that case it's going to be driven by the residents that want it, and that varies depending on who is there. I support changing the speed limit to 20, I think that would help. For me, I don't need more info. In the speed study, there were not a lot of people that were speeding but there were a lot of people that were exceeding 20mph.

Council Member Leehy

I just know from today, I am more convinced that putting in the stop sign will not solve the problem but lowering the speed limit will. I appreciate the clarification on the Council's request to our engineer to do a speed study. I'm in favor of us denying the stop sign.

Mayor Gustafson

My opinion has not changed; the data does not support the sign but it does support a 20mph speed limit throughout the City. I'm fearful of ignoring the expertise of our staff.

Council Member Andrews

I agree.

Council Member Leehy

I agree that we need to work on changing the speed limit and not install the stop sign.

Jesse Freihammer, City Engineer

We have to do traffic counts for some of the state aid roads. We can do another study this year of the intersection in question, it's not a significant amount of work.

Administrator Thongvanh

It might be a good practice to do the study after the 20mph change so that we know the true effect of it.

Council Member Andrews

I do think we should go ahead with the speed limit because that would show our residents that we are taking their concerns seriously.

Council Member Wehyee

There are a number of residents attending the meeting, I think we should let them speak.

Administrator Thongvanh

This would be up to the Council to decide.

Mayor Gustafson

I am not in favor of allowing residents to speak at this time. There time allowed during the community forum at our regular council meetings. Workshops are a time for Council to work with staff on issues.

Council Member Wehyee

There have been instances we have allowed community input at Council workshops. I'm disappointed that the Council won't allow them to speak.

Administrator Thongvanh

When we have allowed this in the past its usually been City staff making comment, such as when we had input from firefighters. This time is supposed to be for staff to get feedback from council on how to move forward with different agenda items.

Jesse Freihammer, City Engineer

I do have a few slides to share about the speed limits. Lower speed limits are less fatal to pedestrians. This will only apply to neighborhood roads as most of the main roads are under MnDOT or County jurisdiction.

Mayor Gustafson

Alright, if we have experts from the public that want to speak, let's hear them now.

Administrator Thongvanh

We will now take some feedback from the public. Please raise your hand and we'll bring you into the meeting.

Elizabeth Penrod, 1468 Idaho Ave W

I am one of the community members that has been asking for a stop sign at Iowa and Pascal. One of the concerns is that people turn from Hoyt onto Pascal and then speed to Larpenteur. Adding a stop sign would prevent this.

Mayor Gustafson

Thank you for your input.

3. Police Services Update

Administrator Thongvanh

The Council was notified in September 2020 that policing costs would increase through our contract with the County by \$350,000 annually. We've been researching alternative agencies, and St. Paul has expressed interest. Working with St. Paul for policing would provide additional benefits in the conversation around a 20mph speed limit because the officers would have consistency with enforcing these same speeds in St. Paul.

Sheriff Fletcher of Ramsey County told us that he would provide notice by January 2021 of the increase in costs. In reality, I did not receive a letter from Ramsey County. I was also not aware that Sheriff Fletcher was in communication with St. Paul regarding our policing services. Staff are working with St. Paul on the numbers in the contract, I'm hoping to get a contract for review in the next couple of months. There will likely be an increased cost initially, but in the long term, the cost will be lower.

I also included a letter sent by the City of Little Canada to Sheriff Fletcher; they are considering alternative agencies for law enforcement. Their council has voiced concerns of transparency and communication regarding critical issues.

I also included a letter sent by the City of Little Canada to Sheriff Fletcher; they are considering alternative agencies for law enforcement. Their council has voiced concerns of transparency and communication regarding critical issues.

4. Fire Department Equipment Sale

Administrator Thongvanh

I have been in conversations with a company that could help sell one of the fire trucks. I got an appraisal and the truck is worth more than initially thought.

5. City Events and Facility Rentals

Administrator Thongvanh

The City has received a number of requests to use City Facilities, specifically by organized groups that would like to use City Hall such as the Falconeers senior card club and the Taekwondo program. I am comfortable allowing the building to be used for these purposes, assuming City Hall would remain closed for walk-in services. We've been operating under an appointment-only model since last spring and I have not heard any complaints. Our permits and licensing have been done electronically via our website and email.

Council Member Leehy

We may need to allow time between uses for staff to disinfect the surfaces, this could be added to the fee we charge for rental of the space.

E. INFORMATION/ANNOUNCEMENTS:

F. ADJOURNMENT: 9:23 PM

Randall C. Gustafson, Mayor

Dated this 28th day of April, 2021

Sack Thongvanh, City Administrator

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
April 14, 2021 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE*

- A. CALL TO ORDER: 7:01 PM
- B. ROLL CALL: ANDREWS __X__ GUSTAFSON __X__ LEEHY __X__
MIAZGA __X__ WEHYEE __X__
STAFF PRESENT: THONGVANH __X__

Mayor Gustafson

At the request of Council Member Wehyee, Item F2 will be removed as the topic is employee performance, is classified as private data and will be moved to a closed session. Item J will be amended to 'Closed Session,' during which the performance review will take place. Add item K, 'Return to Open Meeting from Closed Meeting,' add item L, 'Summary Report from Closed Meeting: Evaluation of Performance for City Administrator Sack Thongvanh,' and add item M, 'Adjournment.'

Motion to approve the agenda with the changes.
Approved 5-0.

- C. PRESENTATION
- D. APPROVAL OF MINUTES:
1. March 10, 2021 City Council Workshop Minutes
 2. March 24, 2021 City Council Regular Minutes

Motion to approve the minutes from March 10, 2021 and March 24, 2021 by Council Member Leehy;
Approved, 5-0.

- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 4/09/21 \$190,109.98
Payroll through: 4/15/21 \$18,079.48
 - ~~2. City Administrator Sack Thongvanh Performance Evaluation~~
 3. Parks - Picnic Tables
 4. Electric Payment Platform -AllPaid
 5. Appointment of Danny Locke to the Community Engagement Commission

Motion to approve the consent agenda by Council Member Andrews;
Approved, 5-0.

- G: POLICY ITEMS:
- H. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews

The Park & Recreation Commission met last week and continued the discussion about renovating the community building. The garden plots are full but there is a waiting list. Summer Parks programming is open for registration.

Council Member Leehy

The next Planning Commission meeting will be next Tuesday, April 27 at 7pm. I also want to acknowledge our fire department and express our appreciation for their service. We as a City will be providing the department members with a plaque to commemorate their service. I also want to express that our thoughts and feelings are with the family of Daunte Wright as we grapple with the events of the past few days.

Council Member Miazga

NYFS is organizing their annual spring gala, it's still uncertain whether it will be in person or virtual.

Council Member Wehyee

I don't have a lot to share, just that tomorrow the Environment Commission will be meeting. I also want to echo the comments regarding the tragic death of Daunte Wright and to send my thoughts and prayers to the people of Brooklyn Center.

Mayor Gustafson

The CEC will be meeting on Monday, April 19. I'll also be participating in an event with the League of Women Voters along with other mayors and addressing environmental concerns of our communities. If any fire fighters have items that they believe are individual property, please notify City Hall so we can review and set items aside.

Administrator Thongvanh

Staff will be touring a few different park buildings in Roseville tomorrow to get information and ideas for renovation or reconstruction of the Community Park building. We'll likely have enough resources to fund half of the park building, so we would need to levy for the other half, so the impact will be lower than initially thought. We are looking at a ground breaking for Amber Union on June 24, let me know if that doesn't work for you. Our City Attorney is working on a number of items for the Council including subgrant agreements and encroachment agreements. The project is very complex with a lot of funding sources as well as historic credits and low-income housing credits.

I. COMMUNITY FORUM:

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

Dan Johnson-Powers

I live on Tatum Street. As a point of clarification, the mayor talked about request for items that possibly exist at the fire department that don't belong to the City. There is a picture on the wall in the fire station that my dad gave to me. We have tools that members made, or things of low value that there is no paper trail for, especially items that are more than 20 years old.

Andrea Poehler City Attorney

If someone can provide evidence or an affidavit that an item is theirs or their families, we may be able to provide that item back to them. Otherwise, the city cannot provide City property to a current employee. Property can be sold to a former employee if a determination is made that the property is in excess. Generally, the council would authorize the City Administrator to sell the excess property. If the item is a personal item brought in by the employee to their work space, they can have that item back.

Dan Johnson-Powers

We have many fathers or mentors on the department that have served in the past are no longer alive. It would be impossible to write an affidavit in these cases but the items that were theirs may hold sentimental value.

Administrator Thongvanh

The attorney suggested that the City could determine value of the property and sell it back to the owner for that value.

Mayor Gustafson

As a point of clarification, the Council will not take action on any item brought up during the forum. They may address the item if it is on the agenda for a future meeting.

- J. CLOSED SESSION:
 - 1. City Administrator Sack Thongvanh Performance Evaluation
- K. RETURN TO OPEN MEETING FROM CLOSED MEETING: 8:24 PM
- L. SUMMARY REPORT FROM CLOSED MEETING:
 - 1. City Administrator Sack Thongvanh Performance Evaluation

Mayor Gustafson

The City Council conducted the annual review of City Administrator Sack Thongvanh. The City Council reports that the Council has a motion in front of it to approve a 3% increase to base salary and to amend section 17 of the employment agreement. If terminated by the employer, then the employer agrees to pay six months salary and benefits; previously the agreement provided for four months.

Administrator Thongvanh

I would like to thank the City Council for your continued support. It's very rare being a public servant that you get a pat on the back and told that you're doing a good job. I dedicated 6 years of my life to the community and dealt with many challenges in those 6 years, the Philando Castile shooting and change in police services to now the possible change in police services for the second time in my six year. We continue to have challenges in the coming years but I believe that with the support of this council and continued work of the council, that the City will be fiscally viable for years to come.

Motion by Mayor Gustafson to approve the step increase of 3% in base pay and amend Employment Agreement Provision 17: Termination Benefits to change the four-month provision to six months per Addendum #3 for City Administrator Sack Thongvanh, effective April 27, 2021.

Approved, 4-1 (Wehyee- no).

- M. ADJOURNMENT: 8:33 PM

Randall C. Gustafson, Mayor

Dated this 14th day of April, 2021

Sack Thongvanh, City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 28, 2021
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 4/22/21 \$64,601.41 Payroll through: N/A*
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

*Payroll has not been processed

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PACKET: 02280 APRIL 21 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00265	AMERICAN ENVIRONMENTAL LLC					
I-2087		SANITARY SEWER TELEVISION/CLEA	25,808.25			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		SANITARY SEWER TELEVISION/CLEAN		601 4601-87100-000	TELEVISION AND JETTING	25,808.25
		=== VENDOR TOTALS ===	25,808.25			
=====						
01-03103	CANON FINANCIAL SERVICES					
I-26552319		COPIER COSTS	122.39			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		COPIER COSTS		101 4131-87010-000	CITY HALL MAINTENANCE	122.39
		=== VENDOR TOTALS ===	122.39			
=====						
01-04000	EHLERS AND ASSOCIATES					
I-86732		ARBITRAGE REPORT 2013A	3,000.00			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		ARBITRAGE REPORT 2013A		311 4311-94900-000	BOND FEES	3,000.00
		=== VENDOR TOTALS ===	3,000.00			
=====						
01-05509	LEAGUE OF MN CITIES					
I-340485		STORMWATER COALITION 2021	530.00			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		STORMWATER COALITION 2021		602 4602-86110-000	MEMBERSHIPS	530.00
		=== VENDOR TOTALS ===	530.00			
=====						
01-05514	METRO CITIES					
I-736		2021 DUES	2,438.00			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		2021 DUES		101 4111-86100-000	CONFERENCES/EDUCATION/TR	2,438.00
		=== VENDOR TOTALS ===	2,438.00			
=====						
01-05263	MID CITY SERVICES- INDUSTRIAL					
I-152852		FLOOR MAT SVC	42.15			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE	42.15
		=== VENDOR TOTALS ===	42.15			

PACKET: 02280 APRIL 21 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05731	MN DEPARTMENT OF LABOR INDUSTR					
I-MARCH1230152021		1ST QTR SURCHARGE	249.61			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		1ST QTR SURCHARGE		101 20801-000	DUE TO OTHER GOVERNMENTS	249.61
		=== VENDOR TOTALS ===	249.61			
=====						
01-05843	MN NCPERS LIFE INSURANCE					
I-458800052021		LIFE INS 2021 MAY	48.00			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		LIFE INS 2021 MAY		101 21709-000	OTHER PAYABLE	24.64
		LIFE INS 2021 MAY		204 21709-000	OTHER PAYABLE	1.60
		LIFE INS 2021 MAY		601 21709-000	OTHER PAYABLE	15.52
		LIFE INS 2021 MAY		602 21709-000	OTHER PAYABLE	6.24
		=== VENDOR TOTALS ===	48.00			
=====						
01-06777	STANDARD WATER CONTROL SYSTEMS					
I-202104217816		REFUND PERMIT CANCELLED	105.25			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		REFUND PERMIT CANCELLED		101 32214-000	WINDOW/SIDING PERMIT	105.25
		=== VENDOR TOTALS ===	105.25			
=====						
01-06525	SUBURBAN ACE HARDWARE					
I-202104227817		FASTENERS AND THREAD ROD	54.88			
4/22/2021	APBNK	DUE: 4/22/2021 DISC: 4/22/2021		1099: N		
		FASTENERS AND THREAD ROD		101 4132-70120-000	SUPPLIES	54.88
		=== VENDOR TOTALS ===	54.88			
=====						
01-05870	XCEL ENERGY					
I-202104217814		ELECT	892.46			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		ELECT		101 4131-85020-000	ELECTRIC	217.75
		ELECT		101 4141-85020-000	ELECTRIC/GAS	93.38
		ELECT		101 4141-85020-000	ELECTRIC/GAS	29.39
		ELECT		101 4141-85020-000	ELECTRIC/GAS	176.53
		ELECT		101 4131-85020-000	ELECTRIC	59.86
		ELECT		101 4141-85040-000	WATER	315.55
I-202104217815		ELECT	2,627.33			
4/21/2021	APBNK	DUE: 4/21/2021 DISC: 4/21/2021		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,082.00
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	0.89
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	48.82
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	33.68

PACKET: 02280 APRIL 21 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	-----ID-----	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY		(** CONTINUED **)				
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	37.39
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	29.64
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	51.67
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	35.65
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	76.90
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	100.59
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	87.55
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	12.91
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	29.64
=== VENDOR TOTALS ===				3,519.79			
=== PACKET TOTALS ===				35,918.32			

PACKET: 02278 APRIL 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
P DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-07689	WALTER, ASHLEIGH					
I-202104157813		CELL PHONE/MILEAGE/POSTAGE	48.33			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		CELL PHONE/MILEAGE/POSTAGE		101 4116-85010-000	TELEPHONE	20.00
		MILEAGE REIMB		101 4112-86010-000	MILEAGE & PARKING	4.48
		POSTAGE		101 4112-70500-000	POSTAGE	23.85
		=== VENDOR TOTALS ===	48.33			
=====						
01-05072	BRANCH AND BOUGH TREE SERVICE					
I-5810		TREES	6,425.90			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		FORESTER CONSULTANTING		101 4134-80330-000	FORESTRY CONSULTANT	1,230.90
		FREE REMOVAL/ STUMP GRINDING		101 4134-84020-000	TREE REMOVAL	2,970.00
		TREE PLANTING		101 4134-84030-000	TREE PLANTING	1,620.00
		PRUNING		101 4134-84010-000	TREE TRIMMING	175.00
		STORM DAMAGE		101 4134-84040-000	STORM DAMAGE	430.00
		=== VENDOR TOTALS ===	6,425.90			
=====						
01-001	CAMPBELL KNUTSON					
I-281		MAR LEGALS	1,250.00			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: Y		
		MAR LEGALS		101 4114-80200-000	LEGAL FEES	867.50
		MAR AMBER UNION LEGALW		428 4428-81900-000	OTHER PROFESSIONAL SERVI	382.50
		=== VENDOR TOTALS ===	1,250.00			
=====						
01-03110	CENTURY LINK					
I-202104157811		LANDLINE IN PARKS	66.57			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		LANDLINE IN PARKS		101 4141-85011-000	TELEPHONE - LANDLINE	66.57
		=== VENDOR TOTALS ===	66.57			
=====						
01-05897	HANSEN BROS. FENCE					
I-21987		EXTEND FENCING COMM GARDEN	1,920.00			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		EXTEND FENCING COMM GARDEN		203 4203-70100-000	SUPPLIES	1,920.00
		=== VENDOR TOTALS ===	1,920.00			

PACKET: 02278 APRIL 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05201		ICMA MEMBERSHIP RENEWALS				
I-202104157812		ICMA MEMBERSHIP SACK	1,080.00			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		ICMA MEMBERSHIP SACK		101 4112-86100-000	CONFERENCES/EDUCATION/AS	1,080.00
		=== VENDOR TOTALS ===	1,080.00			
=====						
01-04570		JOSEPH, KATRINA E.				
I-202104157810		MAR PROSECUTIONS	2,500.00			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: Y		
		MAR PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
=====						
01-05869		MINNESOTA/WISCONSIN PLAYGROUND				
I-2021059		5 PICNIC TABLES	4,998.48			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		5 PICNIC TABLES		403 4403-91000-000	MACHINERY & EQUIPMENT	4,998.48
		=== VENDOR TOTALS ===	4,998.48			
=====						
01-05273		MN PUBLIC EMPLOYEES INSURANCE				
I-1081166		MAY HEALTH INSURANCE	6,741.10			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		MAY HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS	6,741.10
		=== VENDOR TOTALS ===	6,741.10			
=====						
01-06314		REHDER FORESTRY CONSULTING				
I-168		FORESTRY CONSULTANT	418.12			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		FORESTRY CONSULTANT		101 4134-80330-000	FORESTRY CONSULTANT	418.12
		=== VENDOR TOTALS ===	418.12			
=====						
01-06973		RENGEL PRINTING CO				
I-129607		NEWSLETTER	2,355.34			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		NEWSLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	2,355.34
		=== VENDOR TOTALS ===	2,355.34			

PACKET: 02278 APRIL 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06301	SAMS CLUB MC/SYNCB					
I-202104157809		ZOOM/ SUPPLIES/MCFOA DUES	799.23			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		PINEER PRESS PAPER		101 4131-70110-000	SUPPLIES	16.00
		ZOOM VIRTUAL MEETING		101 4116-85040-000	VIRTUAL COMMUNICATIONS	220.11
		DESK ORGANIZER		101 4112-70100-000	SUPPLIES	20.94
		MCFOA DUES		101 4112-86100-000	CONFERENCES/EDUCATION/AS	92.00
		LOGO SET UP		101 4116-70100-000	SUPPLIES	29.00
		PAPER, FILE FOLDERS/ STICKERES		101 4112-70100-000	SUPPLIES	46.01
		TONER CARTRIDGES/ SHEET PROTEC		101 4112-70100-000	SUPPLIES	247.39
		AMZAON MEMBERSHIP		101 4112-70100-000	SUPPLIES	127.78
		=== VENDOR TOTALS ===	799.23			
=====						
01-05737	VERIZON WIRELESS					
I-9876391700		CELLL P[HONE MAR	80.02			
4/15/2021	APBNK	DUE: 4/15/2021 DISC: 4/15/2021		1099: N		
		CELLL P[HONE MAR		101 4117-85015-000	CELL PHONE	80.02
		=== VENDOR TOTALS ===	80.02			
		=== PACKET TOTALS ===	28,683.09			



REQUEST FOR COUNCIL ACTION

Meeting Date	April 28, 2021
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Vandara Thammavongsa Assistant to the City Administrator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Rental License</u> for 2021. Staff have received the necessary documents for licensure.</p> <p style="padding-left: 40px;">1. Joseph E Florczak - 1354 California Ave W Falcon Heights, MN 55108</p> <p>The following individuals/entities have applied for a <u>Tree Trimming/Treating/Removal Contractor's License</u> for 2021. Staff have received the necessary documents for licensure.</p> <p style="padding-left: 40px;">1. Tree Trust</p>
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent fire inspections as required.

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 28, 2021
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Department of Employment and Economic Development (DEED) Grant Extension Request #2 for the Amber Union Project
Description	<p>Buhl Investors has requested the City provide DEED with a request for a second extension for the Amber Union Project. The City requested the first extension in September 2020 and was approved. The eligible cleanup was to begin by May 31, 2021.</p> <p>Due the complexity of the project and multiple hard and soft funding sources, Buhl Investors have requested to extend the start date to August 1, 2021 with a payment request to be submitted by September 1, 2021 for the following reasons:</p> <ul style="list-style-type: none"> • HUD took 45 days with the pre-application to invite the Borrower to submit the Firm Application, while HUD has 60 days by policy, the hope was it would be more like 30 days. • Several additional items were needed for the Firm Application submittal that took additional time, including a new appraisal because the old appraisal became stale and required a final letter of intent with the low-income housing tax credit investor, which became an exhaustive process. • HUD now has 60 days with the Firm Application to provide the Firm Commitment. Underwriting hopes that it will be less than 60 days, but HUD’s Minneapolis office currently has a high volume of loans to process so Underwriting has provided guidance that we cannot count on anything sooner than the policy deadline. • It has been communicated to all parties that as much work as possible should be done prior to receiving the Firm Commitment from HUD to close as quickly as possible. That being said, closing will likely be a few weeks after confirmation of the Firm Commitment from HUD. • HUD also has a strict policy of no early-starts, so that prevents work being done pre-closing.

Budget Impact	Allocated fund for the Amber Union Affordable Housing Project.
Attachment(s)	<ul style="list-style-type: none">• DEED Extension Request #2 Letter
Action(s) Requested	Motion to authorize the City Administrator to request extension #2 from DEED for the Amber Union Project.



April 28, 2021

Mr. Ryan Bloomberg
Minnesota Department of Employment and Economic Development
1st National Bank Building, 332 Minnesota Street, Suite E200
St. Paul, Minnesota 55101

RE: Grant Adjustment Notice – Start Date Extension Request #2
Proposed Amber Union Project
DEED Grant Number CCGP-19-0032-Z-FY20

Dear Mr. Bloomberg:

Per your request, please accept this letter as our second formal start date extension request for the proposed Amber Union Project that was awarded \$151,744 in DEED funding in the fall 2019 grant round. As part of the original funding agreement, a payment request for eligible costs was to be requested for reimbursement by December 31, 2020. Due to lack of affordable housing bonds in January 2020, the project was delayed and a request for a start date extension was submitted to DEED on September 17, 2020. On September 29, 2020 DEED granted a start date extension with the following conditions:

- Housing bonds needed for the development received by January 2021.
- Eligible cleanup begins by May 31, 2021, evidenced by photographs.
- A pay request to be submitted to DEED no later than June 30, 2021.

The September 29, 2020 approval letter also confirmed that the expiration date of the grant would not be extended beyond December 31, 2022.

The project has obtained the required housing bonds; however, the HUD financing component has been delayed. The following bullets identify some of the recent reasons for delay:

- HUD took 45 days with the pre-application to invite the Borrower to submit the Firm Application, while HUD has 60 days by policy, the hope was it would be more like 30 days.
- Several additional items were needed for the Firm Application submittal that took additional time, including a new appraisal because the old appraisal became stale and required a final letter of intent with the low-income housing tax credit investor, which became an exhaustive process.
- HUD now has 60 days with the Firm Application to provide the Firm Commitment. Underwriting hopes that it will be less than 60 days, but HUD's Minneapolis office currently has a high volume of loans to process so Underwriting has provided guidance that we cannot count on anything sooner than the policy deadline.



- It has been communicated to all parties that as much work as possible should be done prior to receiving the Firm Commitment from HUD to close as quickly as possible. That being said, closing will likely be a few weeks after confirmation of the Firm Commitment from HUD.
- HUD also has a strict policy of no early-starts, so that prevents work being done pre-closing.

Due to the above, it is our request that the start date for eligible cleanup be extended to August 1, 2021 with a pay request to be submitted by September 1, 2021.

We appreciate your flexibility and understanding of the complexity of HUD financing. If you have any questions, please contact me at 651-792.7611.

Sincerely,

Sack Thongvanh, Falcon Heights City Administrator



REQUEST FOR COUNCIL ACTION

Meeting Date	April 28, 2021
Agenda Item	Consent F4
Attachment	Quote
Submitted By	Stephanie Smith, Asst. City Engineer

Item	2021 Pavement Management Project Construction Materials Testing Quote
Description	Materials testing services are needed for the 2021 Pavement Management Project. This testing helps ensure quality materials and workmanship for the project and compliance with Minnesota State Aid standards. The City contacted American Engineering & Testing (AET) and requested a quote to complete testing as required by the project specifications. AET has done the testing on previous City projects.
Budget Impact	This quote is within the anticipated engineering cost in the approved 2021 Pavement Management Project budget.
Attachment(s)	<ul style="list-style-type: none"> • Quote from American Engineering Test, Inc.
Action(s) Requested	Award materials testing quote to AET in the amount of \$12,993.85.

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CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

April 2, 2021

City of Falcon Heights
2077 West Larpenter Avenue
Falcon Heights, MN 55113

Attn: Ms. Stephanie Smith, PE (Stephanie.Smith@cityofroseville.com)

RE: Quality Assurance Testing Proposal
2021 Construction Materials Testing
S.A.P. 124-050-016
City Project FH21-02
Falcon Heights, Minnesota
AET Proposal No. 20-23829

Dear Ms. Smith

Thank you for the opportunity to provide a proposal to perform testing services on the referenced projects. This proposal has been prepared in response to your request by email on March 18, 2021, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Falcon Heights (the City) will be performing a street improvements project during the 2021 construction season. The project area will include the following streets:

- Tatum Street
- Lindig Street
- Fry Street
- St. Mary's Street
- West Snelling Drive
- East Snelling Drive
- Asbury Street
- Arona Street
- Simpson Street
- Pascal Street
- Crawford Avenue
- Ruggles Street
- Albert Street

The project will be funded with state and local funds.

Plans and Specifications were prepared by the City of Roseville. We understand Construction Inspection and Contract Management of the project will be performed by the City.

The project includes bituminous removal, full and spot curb replacement, bituminous pavement, signage and striping.

PROJECT APPROACH

During the construction improvements, AET will provide experienced MnDOT certified Engineering Technicians to perform sampling and material testing services in accordance with the 2019 S.A.L.T. Schedule of Materials Control. For this project, Zac Anunson will be AET's contact. He can be reached at (612) 685-7172.

We understand that the City will contract with MnDOT Metro Inspections for bituminous and concrete plant monitoring.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on a part-time, will-call basis coordinated through authorized City field personnel.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with the 2019 SALT SMC. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility Trench Backfill

The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the Class 5 Aggregate Base following the MnDOT Penetration Index procedures in accordance with the Schedule of Materials Control.

AET will perform the sampling of the Class 5 Aggregate Base and transport the samples to our Saint Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor, during each day of paving, and transport the samples to our Saint Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyrotory Mix Properties as follows:

- Gyrotory Density (AASHTO T312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Percent Crushed Particles (MnDOT 1214.8)

Concrete Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The Schedule of Materials Control requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

Concrete and Bituminous Plant Inspection

This proposal does not incorporate the time and cost to perform concrete or bituminous plant inspections. These services will be provided at your request.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2019 S.A.L.T. Schedule of Materials Control. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report, once provided with final project quantities. Daily field reports will also be prepared.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2021 projects.

We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the Schedule of Materials Control and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$12,993.85**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor’s schedule, unforeseen conditions, or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

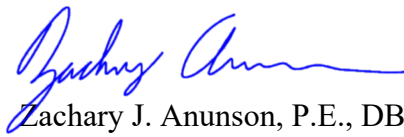
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need addition information, please contact me.

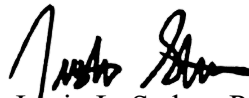
Sincerely,
American Engineering Testing, Inc.

Prepared By:



Zachary J. Anunson, P.E., DBIA
Senior Engineer
Phone: (612) 685-7172
Email: zanunson@amengtest.com

Reviewed By:



Justin L. Staker, P.E.
Engineer II
Email: jstaker@amengtest.com

Attachments: Materials Testing Estimate
Construction Service Agreement – Terms and Conditions
Certificate of Insurance
W9

AET PROPOSAL No. 20-23829 ACCEPTANCE AND AUTHORIZATION

Signature: _____ Date: _____

Typed/Printed Name: _____

City: _____



**Materials Testing Estimate for 2021 CMT – 2019 SALT Schedule of Materials
City Project FH21-02 Falcon Heights, Minnesota**

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Common Embankment - RCP	LF	80	3	5	Proctor (1 per soil type)	1	2	145.00	145.00	290.00
					Specified Density Nuclear Gauge (1/4,000 yd ³)			30.00	0.00	0.00
					Specified Density Nuclear Gauge (1/2' fill) (Transverse)	3	3	30.00	90.00	90.00
					Specified Density Nuclear Gauge (1/500') (Longitudinal)	1	1	30.00	30.00	30.00
					Moisture Content (1/10,000 yd ³ - 10 max)	1	1	13.00	13.00	13.00
					Sand Cone (Upon Request)	0	0	55.00	0.00	0.00
Aggregate Base Class 5* (Included gradations for Granular and Coarse Filter Materials)	Ton	260 yd ³	3	4	Gradation (2 per Lot)	2	2	105.00	210.00	210.00
					DCP (1 per 500 yd ³)	1	2	50.00	50.00	100.00
					Moisture Content (1 per 1,000 yd ³)	1	1	13.00	13.00	13.00
					Percent Crushed (1/source)	0	0	115.00	0.00	0.00
					Bitumen Content	1	1	225.00	225.00	225.00
Bituminous Testing - SP WE/NW	Ton	7,980	8	6	MnDOT Gyratory Mix Properties (1/day/mix type)	8	8	500.00	4000.00	4000.00
					Bituminous Cores (Estimated 1/600 TN)	14	22	46.00	644.00	1012.00
Concrete - Walk, Pedestrian Ramps, Curb & Gutter, Valley Gutter, Driveway Pavement	yd ³	378 * Estimate	12	18	Plastic Concrete Testing (1 set of tests/100 yd ³) -Included in hourly rate					
					Cylinder Molds (5 cyl/300 yd ³)	10	60	5.00	50.00	300.00
					Testing of hardened Concrete Cylinders	10	60	25.00	250.00	1500.00
Concrete Sample Pick Up Service					Sample pick up from job site	6	8	80.00	480.00	640.00
								Subtotal =	6,200.00	8,423.00

*Small Quantities

26 33

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage	Mile	0.75	208	239	156.00	179.40
Technician Time	Hour	91.00	33	38	3,003.00	3,453.45
Project Management	Hour	134.00	4	7	536.00	938.00
					Subtotal =	4,570.85

*Small Quantities

Estimate prepared by: Zachary Anunson

	Minimum	Likely
Total Cost Estimate =	9,895.00	12,993.85

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 - Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 , which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

8.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured .

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence .

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Engineering Testing, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 550 Cleveland Ave. N.	Requester's name and address (optional)
6 City, state, and ZIP code St. Paul, MN 55114	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number																
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or																
Employer identification number																

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/1/21</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



REQUEST FOR COUNCIL ACTION

Meeting Date	April 28, 2021
Agenda Item	Consent F5
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Surplus City Property
Description	<p>The City Administrator may, from time to time, recommend to the Council that certain property owned by the City is no longer needed for a municipal purpose and should be sold.</p> <p>Just as with purchasing, making a sale is considered entering into a contract. After the Council has declared the property as surplus, estimated its value, and approved its disposal, the City Administrator (or his/her designee) is authorized to dispose of the property using one of the following methods:</p> <p>Assets under \$20,000 If the value of the surplus property is estimated to be \$20,000 or less, the City Administrator may sell it either upon quotation or in the open market, in the discretion of the City Administrator. If the surplus property is sold based upon quotation, the City Administrator shall obtain, so far as practicable, at least two quotations which shall be kept on file for a period of at least one year after their receipt.</p> <p>Assets between \$20,000 - \$175,000 If the value of the surplus property is estimated to exceed \$20,000 but not to exceed \$175,000, the City Administrator may sell the property upon sealed bids or by direct negotiation, by obtaining two or more quotations for the sale when possible. All quotations obtained shall be kept on file for a period of at least one year after their receipt.</p> <p>Assets over \$175,000 If the value of the surplus property is estimated to exceed \$175,000, the City Administrator shall solicit sealed bids by public notice in the manner and subject to the requirements of the law governing contracts by the City.</p> <p><i>NOTE: A policy is required for donations to nonprofit entities. Staff has received examples for the City Attorney and a policy will be drafted for approval in May.</i></p>

Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Motion to declare surplus City property and authorize the City Administrator to sell it either upon quotation or in the open market. The items included, but are not limited to Fire Department tools and equipment. They include fire vehicles, tools (ex. saws, ladders and hoses), equipment (ex. radios, pagers, exercise equipment, SCBA fill station and detoxification unit), fire gear (ex. helmets, boots and related turnout gear) and training gear and equipment.



REQUEST FOR COUNCIL ACTION

Meeting Date	April 28, 2021
Agenda Item	Policy G1
Attachment	Memo & Ordinance
Submitted By	Sack Thongvanh, City Administrator

Item	Amending Section 105-25 and 105-26 of the Falcon Heights City Code updating optional provisions of the Building Code into the City Code
Description	<p>The City of Falcon Heights adopts the Minnesota Building Code by reference through our City Code. Building codes are updated periodically and include new standards and provision that protect the health and safety of the community.</p> <p>In 2020, a new version of the Building Code was produced and published that included new provisions and changes that are not found in our optional provisions.</p> <p>These changes include:</p> <ul style="list-style-type: none"> • Updated language to our permit and fees section • Updated language to our adopted optional rules removing reference to R-1 and R-2 requirements for Fire Protective Systems • Updated language to our adopted optional rules for floodproofing • Updated language to our adopted optional rules for grading <p>Our Building Inspector, Stephen Westerhaus, set a memo requesting and advising the city to adopt the new provisions and to make recommended changes to remain current with the modern standards.</p> <p>On March 3, 2021 the Falcon Heights City Council held a workshop where the discussion of the proposed building ordinance update was discussed.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Memo from Stephen Westerhaus, City Building Inspector • Ordinance 21-02 – Amending Chapter 105 of the City Code Concerning the State Building Code

Action(s) Requested	Motion to approve of Ordinance 21-02 Amending Chapter 105 of the City Code Concerning the State Building Code.
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MEMORANDUM

DATE: January 5, 2021

TO: Sack Thongvanh, City Administrator

FROM: Stephen Westerhaus, Building Official

RE: 2020 Minnesota State Building Code

Municipalities that enforce the State Building Code are required to update their building code ordinance to reflect the new building code in order to enforce it properly. Minnesota statute 326B.121 states; “The State Building Code is the standard that applies statewide for the construction, reconstruction, alteration, repair, and use of buildings and other structures of the type governed by the code.”

I have enclosed a copy of the City’s current ordinance showing the changes needed to bring our current ordinance up to date to correspond with the current 2020 Minnesota State Building Code.

The optional provisions mentioned in the ordinance refers to Minnesota Rules Chapter 1306, Special Fire Protection Systems, Chapter 1335, Floodproofing Regulations, parts 1335.0600 to 1335.1200 and Appendix Chapter J (Grading), of the 2006 International Building Code.

1. Chapter 1306, Special Fire Protection Systems, with Subpart 2, is currently adopted by the City of Falcon Heights and provides for the installation of fire suppression systems in new buildings, buildings increased in floor area (including the existing building), or buildings which have the occupancy classification changed. The floor area requirements are based on the gross floor area of the entire building.
2. Chapter 1335, Floodproofing Regulations apply to the construction, alteration or repair of any building or parts of a building or structures in the flood hazard area(s) of the municipality.
3. IBC Appendix Chapter K (Grading) provisions apply to grading, excavation and earthwork construction including filling, of properties located within the boundaries of the municipality.

Summary:

To maintain the current level of building code rules and protection I would recommend the City to adopt the 2020 Minnesota State Building Code by ordinance and to include the following optional provisions.

1. Minnesota Rules Chapter 1306 with Subpart 2, **Existing and New Buildings**. All floors, basements, and garages are included in this floor area threshold.
2. Minnesota Rules Chapter 1335, Floodproofing Regulations. The rule adopts by reference sections 100 through sections 1406 of the 1972 edition of the “Floodproofing Regulations” from the Office of the Chief Engineers, U.S. Army, Washington, D.C., and made part of the State Building Code.
3. Appendix Chapter K (Grading), of the 2018 International Building Code.

Note; As stated in Minnesota State Building Code Administration Rules 1300.0160, fees established by the municipality must be fair and reasonable and proportionate to the cost of service for which the fee is imposed. The City will have to review their costs and determine whether or not a new fee schedule is needed.

For additional information- <http://www.dli.mn.gov/sites/default/files/pdf/guide-2020.pdf>

Contact me with any questions or comments.

Stephen Westerhaus
Building Official
651-766-4043
steve.westerhaus@littlecanadamn.org

ORDINANCE NO. 21-02

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

AN ORDINANCE AMENDING CHAPTER 105 OF THE
CITY CODE CONCERNING THE STATE BUILDING CODE

THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

SECTION 1. Section 105-25 of the Falcon Heights City Code is amended in its entirety to read as follows:

Sec. 105-25- Permits and fees

~~The issuance of permits and the collection of fees shall be as authorized in Minn. Stats. § 16B.62, subd. 1. Permit fees shall be assessed for work governed by this Code in accordance with the fee schedule adopted by the municipality, in the 1997 Uniform Building Code. In addition, a surcharge fee shall be collected on all permits issued for work governed by this Code in accordance with Minn. Stats. § 16B.70.~~

The issuance of permits and the collection of fees shall be as authorized in Minn. Stats. §326B.153. Permit fees shall be assessed for work governed by this Code in accordance with the fee schedule adopted by the municipality. In addition, a surcharge fee shall be collected on all permits issued for work governed by this Code in accordance with Minn. Stats. 326B.148.

SECTION 2. Section 105-25 of the Falcon Heights City Code is amended in its entirety to read as follows:

Sec. 105-26 – Optional provisions

~~(1) Minn. Rules chapter 1306 with subpart 2, Existing and New Buildings and Option 1 for group R-1 and R-2 occupancies with 8,500 or more gross square feet of floor area or dwelling units or guestrooms on three or more floors; and attached R-3 occupancies and attached townhomes built to the International Residential Code with 8,500 or more gross square feet of floor area. All floors, basements, and garages are included in this floor area threshold.~~

~~(2) Minn. Rules chapter 1335, Floodproofing Regulations, parts 1335.0600 to 1335.1200.~~

~~(3) Appendix chapter K (Grading), of the 2002 supplement to the 2000 International Building Code.~~

The following are hereby adopted:

- (1) *Minn. Rules chapter 1306 with subpart 2, Existing and New Buildings. All floors, basements, and garages are included in this floor area threshold.*
- (2) *Minn, Rules chapter 1335, Floodproofing Regulations, sections 100 through sections 1406 of the 1972 edition of the “Floodproofing Regulations” from the Office of the Chief Engineers, U.S. Army, Washington, D.C.*

(3) *Appendix chapter K (Grading), of the 2018 International Building Code*

SECTION 3. This amended Ordinance shall be effective upon passage and publication.

ADOPTED this 28th day of April, 2021, by the City Council of Falcon Heights, Minnesota.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
LEEHY
MIAZGA ___ Against
WEHYEE
ANDREWS

Attested by: _____
Sack Thongvanh
City Administrator