



CITY OF MENDOTA HEIGHTS

CITY COUNCIL REGULAR MEETING AGENDA

January 21, 2025 at 7:00 PM
Mendota Heights City Hall, 1101 Victoria Curve, Mendota Heights

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Fire Department Pinning--Fire Chief Dan Johnson**
- 5. Approval of the Agenda**

The Council, upon majority vote of its members, may make additions or deletions to the agenda. These items may be submitted after the agenda preparation deadline.

6. Public Comments - for items not on the agenda

Public comments provide an opportunity to address the City Council on items which are not on the meeting agenda. All are welcome to speak. Individuals should address their comments to the City Council as a whole, not individual members. Speakers are requested to come to the podium and must state their name and address. Comments are limited to three (3) minutes. No action will be taken; however, the Mayor and Council may ask clarifying questions as needed or request staff to follow up.

7. Consent Agenda

Items on the consent agenda are approved by one motion of the City Council. If a councilmember requests additional information or wants to make a comment on an item, the item will be removed from the consent agenda and considered separately. Items removed from the consent agenda will be taken up as the next order of business.

- a. Approve Minutes from the January 7, 2025, City Council Meeting
- b. Approve the City of Mendota Heights Fleet Safety Policy
- c. Authorize Natural Resources Internship Position and Posting
- d. Approve Cooperative Agreement with Tree Trust for the 2025 Tree Canopy Program
- e. Acceptance of Minnesota Chiefs of Police Foundation Grant
- f. Acknowledge October, November, and December 2024 Fire Synopses

- g. Approve Massage Therapist License
- h. Approve November 2024 Treasurer's Report
- i. Approve a Letter of Support for MnDOT Slope Stability Study on Highway 13
- j. Authorize Master Services Agreement with I & S Group, Inc (ISG)
- k. Approve Claims List

8. Presentations

9. Public Hearings

10. New and Unfinished Business

- a. Resolution 2025-06 Appointments to City Advisory Commissions
- b. Pavement Ratings Proposal
- c. Cannabis Business Registration Ordinance Review
- d. Request for Proposals--Ivy Hills Park Playground Replacement

11. Community / City Administrator Announcements

12. City Council Comments

13. Adjourn

Next Meeting

February 4, 2025 at 7:00PM

Information is available in alternative formats or with the use of auxiliary aids to individuals with disabilities upon request by calling city hall at 651-452-1850 or by emailing cityhall@mendotaheightsmn.gov.

Regular meetings of the City Council are cablecast on NDC4/Town Square Television Cable Channel 18/HD798 and online at TownSquare.TV/Webstreaming

CITY OF MENDOTA HEIGHTS
DAKOTA COUNTY
STATE OF MINNESOTA

DRAFT Minutes of the Regular Meeting
Held Tuesday, January 7, 2025

Pursuant to due call and notice thereof, the regular meeting of the City Council, City of Mendota Heights, Minnesota was held at 7:00 p.m. at City Hall, 1101 Victoria Curve, Mendota Heights, Minnesota.

CALL TO ORDER

Mayor Levine called the meeting to order at 7:00 p.m.

City Clerk Bauer administered the Oath of Office to Mayor Levine and Councilors Maczko and Paper.

Councilor Maczko stated that he is humbled and honored to serve and represent the residents of Mendota Heights, noting his previous service as Fire Chief. He commented that he has second and third generation family now living in Mendota Heights. He introduced his family present tonight.

Councilor Paper thanked his family and the community for believing in him and continuing to allow him to serve.

Mayor Levine congratulated Councilors Paper and Maczko. She commented that the past four years have been incredibly productive and thanked the residents for their trust. She recognized the high standards that the residents have for City staff and the Council and hoped to live up to those standards. She thanked those in attendance tonight and the City staff.

Councilors Lorberbaum, Paper, Mazzitello, and Maczko, were also present.

PLEDGE OF ALLEGIANCE

Council, the audience, and staff recited the Pledge of Allegiance.

AGENDA ADOPTION

Mayor Levine presented the agenda for adoption. Councilor Mazzitello moved adoption of the agenda. Councilor Paper seconded the motion.

Ayes: 5

Nays: 0

PUBLIC COMMENTS

No one from the public wished to be heard.

CONSENT AGENDA

Mayor Levine presented the consent agenda and explained the procedure for discussion and approval. Councilor Lorberbaum moved approval of the consent agenda as presented.

- a. Approval of December 17, 2024, City Council Minutes
- b. Designate Acting Mayor for 2025
- c. Designate Official Newspaper for 2025
- d. Approve 2025 Financial Items and Authorize Finance Director to Execute Electronic Payments and Prepay Claims
- e. Approve Appointments to the Dakota 911 Board of Directors
- f. Resolution 2025-01 Approving Municipal Appointments to Mendota Heights Fire Relief Association Board of Trustees
- g. Resolution 2025-02 Appointing Representatives to the Northern Dakota County Cable Communications Commission (NDC4)
- h. Accept the Resignation of Firefighter Emily Mahon
- i. Authorize the Promotion of Madeline Spencer from Police Cadet to Police Officer
- j. Approve Purchase Order for Sewer Grouting on Spring Street
- k. Authorize Signing of the Partners in Energy Memorandum of Understanding
- l. Resolution 2025-05 Approving Community Development Block Grant (CDBG) Funding Application through Dakota County – Fiscal Year 2025
- m. Approval of Claims List

Councilor Mazzitello seconded the motion.

Ayes: 5

Nays: 0

PRESENTATIONS

No items scheduled.

PUBLIC HEARING

A) ORDINANCE 598 AN ORDINANCE AMENDING THE FEE SCHEDULE

City Clerk Nancy Bauer explained that the Council was being asked to hold a public hearing to amend the Fee Schedule for 2025. Following the public hearing the Council is asked to adopt Ordinance 598, amending the Fee Schedule for 2025 and to approve the summary publication of the ordinance.

Councilor Paper moved to open the public hearing.

Councilor Mazzitello seconded the motion.

Ayes: 5

Nays: 0

There being no one coming forward to speak, Councilor Paper moved to close the public hearing.

Councilor Mazzitello seconded the motion.

Ayes: 5

Nays: 0

Councilor Mazzitello moved to adopt ORDINANCE NO. 598 AMENDING THE FEE SCHEDULE.

Councilor Lorberbaum seconded the motion.

Ayes: 5

Nays: 0

Councilor Mazzitello moved to approve SUMMARY PUBLICATION OF ORDINANCE NO. 598 AMENDING THE FEE SCHEDULE.

Councilor Lorberbaum seconded the motion.

Ayes: 5

Nays: 0

NEW AND UNFINISHED BUSINESS

A) AWARD PROFESSIONAL SERVICES CONTRACT FOR THE OHEYAWAHE CAPITAL IMPROVEMENTS

Public Works Director Ryan Ruzek explained that the Council was being asked to authorize a professional services contract for the Oheyawahe Capital Improvements.

Councilor Paper asked if the house remains on Valencour or just the garage.

Public Works Director Ryan Ruzek replied that only the garage remains as the other structures have been removed.

Councilor Mazzitello commented that when the bids are grouped so close together that shows that the RFP was well put together and complimented the staff for their great work.

Councilor Maczko asked if the garage is used for storage.

Public Works Director Ryan Ruzek replied that the use is undetermined, but one concept would be to replace the garage doors and use the space for education. He confirmed that the garage is structurally sound but may need new siding or roofing.

Councilor Maczko asked if the additional work that could be done has been prioritized in case there are additional dollars to use.

Public Works Director Ryan Ruzek replied that burying the overhead power lines is a high-priority item, however the cost to do so does not appear to fit within the budget. He stated that they will be working with Xcel to review options.

Mayor Levine referenced the outdoor structures shown and asked if those were going to be included.

Public Works Director Ryan Ruzek replied that those were items added by the consultant but do not match the vision of the site and therefore adjustments will be made.

Councilor Lorberbaum referenced the project schedule and asked if the Council will review decisions as this moves along or whether this is the final approval.

Public Works Director Ryan Ruzek replied that there will be scheduled presentations to the City Council throughout the process.

Councilor Lorberbaum moved to authorize AWARDING THE PROFESSIONAL SERVICES CONTRACT FOR THE OHEYAWAHE CAPITAL IMPROVEMENTS.

Councilor Mazzitello seconded the motion.

Ayes: 5

Nays: 0

COMMUNITY ANNOUNCEMENTS

City Administrator Cheryl Jacobson announced upcoming community events and activities.

COUNCIL COMMENTS

Councilor Maczko stated that he is honored to be a part of the Council and hopes that residents remain comfortable providing input on topics of interest to them.

Councilor Paper stated that one week ago a long-time resident passed away who was 51 years old and very involved in the community. He commented on the quick response of the first responders. He noted that a terrific community member was lost.

Councilor Lorberbaum congratulated those who were reelected and recognized the work that Councilor Miller did as part of the Council. She welcomed Councilor Maczko and congratulated him.

Councilor Mazzitello welcomed Councilor Maczko and commented that it is an honor to serve with all members of the Council. He stated that he was not in attendance at the December 17th meeting as he was present at the Air Force graduation of his stepson. He stated that eight percent of that graduating class were given the oath of citizenship as they chose service as their path to citizenship. He applauded all who choose public service.

Mayor Levine wished Councilor Mazzitello a happy birthday.

ADJOURN

Councilor Mazzitello moved to adjourn.

Councilor Paper seconded the motion.

Ayes: 5

Nays: 0

Mayor Levine adjourned the meeting at 7:42 p.m.

Stephanie B. Levine
Mayor

ATTEST:

Nancy Bauer
City Clerk

**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Approve the City of Mendota Heights Fleet Safety Policy

ITEM TYPE: Consent Item

DEPARTMENT: Administration

CONTACT: Meredith Lawrence, Parks
and Recreation/Assistant
Public Works Director
Kelly Torkelson, Assistant
City Administrator

ACTION REQUEST:

Approve the City of Mendota Heights Fleet Safety Policy.

BACKGROUND:

The City of Mendota Heights provides city-owned vehicles for the use by staff conducting City business. This policy outlines the use of non-public safety City vehicles and motorized equipment to ensure that the City's assets are used safely, reasonably, and responsibly to accomplish City services and operations. The City of Mendota Heights has always placed fleet safety as a high priority. This policy formalizes existing expectations to provide clarity for staff and supervisors regarding the use of city vehicles.

The attached Fleet Safety Policy revises the city's policy from 2013. Revisions formalize existing expectations to provide clarity for staff and supervisors regarding the use of city vehicles. The original dated policy was referenced in the development of the new policy.

This policy will be regularly reviewed by city staff and revised as needed to ensure continued compliance with state law and organizational needs.

FISCAL AND RESOURCE IMPACT:

None.

ATTACHMENTS:

1. Mendota Heights Fleet Policy

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure, Environmental Sustainability & Stewardship

City of Mendota Heights: Fleet Safety Policy

Adopted: February, 2025

A. PURPOSE

The City of Mendota Heights, herein referred to as the “City”, provides city-owned vehicles for the use by staff conducting City business. The purpose of this policy is to govern the use of City vehicles and motorized equipment by employees to ensure that City assets are used safely, reasonably, and responsibly to accomplish City services and operations. It is the driver’s responsibility to operate the vehicle in a safe manner to prevent injuries and property damage. The City requires the adherence to all applicable state motor vehicle regulations relating to driver responsibility, in addition to the policy herein.

B. SCOPE

The City of Mendota Heights will set forth practices for the safe operation of motor vehicles owned and/or operated by the City. These practices are designed for use by those who have the responsibility for the administration and operation of motor vehicles as part of their employment with the City.

This policy applies to City employees who operate City-owned motor vehicles and motorized equipment. This policy is in addition to Department of Transportation (DOT) requirements and the State of Minnesota driving laws. This policy does not include Fire and Police Department vehicles, as those departments have their own approved Fleet Safety policies in place.

C. REFERENCES

1. Minnesota Statute 169-Traffic Regulations
2. City of Mendota Heights City Code—Title 6 Motor Vehicles and Traffic Provisions

D. DEFINITIONS

- A. **Accident:** An unplanned or unintended event or series of events that may: (a) result in death, injury, loss of or damage to a system or service; (b) cause environmental damage; (c) adversely affect an activity or function
- B. **Aggressive Driving:** Driving in a selfish, bold, or pushy manner, without regard for the rights or safety of other users of the roadway
- C. **Collision:** An accident in which the first harmful event involves a motor vehicle in motion coming in contact with another vehicle, other property, person(s), or animal(s)
- D. **Crash:** An incident involving one or more motor vehicles in motion
- E. **Defensive Driving:** A set of safe responses to potential hazards including, but not limited to, other drivers, damaged road surfaces, debris and inclement weather
- F. **Distracted Driving:** Diversion of the driver’s attention from the task of operating a motor vehicle by activities, objects, or events inside or outside of the vehicle, or by factors such as technology
- G. **Driver’s License:** Valid document that permits a person to operate a motor vehicle
- H. **Idling Vehicle:** The process of leaving a vehicle’s engine running while the vehicle is not in motion

- I. **Incident:** An event that did or could have resulted in personal harm or property damage
- J. **Injury:** Physical harm or damage to a person resulting in the marring of appearance, personal discomfort, and/or bodily hurt, impairment or death
- K. **Motor Vehicle:** Any licensed mechanically or electronically powered device (except one moved by human power), not operated on rails, designed to be operated primarily on public streets and roads. Cargo (and or attachments) to a motor vehicle are considered part of that vehicle.
- L. **Operator:** The person in control of the operations of the motor vehicle
- M. **Passenger:** A person, other than the driver of the vehicle, who is in or on a motor vehicle
- N. **Pre-Trip Inspection:** Visual examination of the general exterior of the vehicle before operating to ensure the vehicle is in good working condition and is safe to operate
- O. **Preventable Collision:** One in which the driver failed to do everything that reasonably could be done to avoid the collision
- P. **Retraining:** Training required following an incident to upgrade or renew skills and demonstrate proficiency
- Q. **Reckless Driving:** The driving of a vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property
- R. **Road Rage:** A criminal offense in which a vehicle is used as a weapon with intent to do harm, physical assault of a driver or vehicle
- S. **Tailgating:** When a driver follows another vehicle too closely, leaving insufficient distance to stop safely if the vehicle in front brakes suddenly
- T. **Traffic Laws:** Mandatory rules needing to be followed while operating a motor vehicle- including but not limited to speed limits, parking laws, and following traffic signage
- U. **Vehicle Safety Concern:** Anything that is abnormal about the appearance or function of a vehicle that could pose an unreasonable risk to the safety of the vehicle or its occupants
- V. **Vehicle Selection:** The process of assigning fleet vehicles to operators to best suit the needs of that operator's job task

E. GENERAL ACCOUNTABILITY

All levels of employees within the organization will be involved in and held accountable for the program's development, management, and implementation of the fleet safety policy at different levels of responsibility. The following are the general accountabilities regarding fleet safety:

1. **City Administrator** is accountable for:
 - a. Directing all Department Heads and supervisors to endorse and ensure compliance with this policy
2. **Department Heads/Supervisors** are accountable for:
 - a. Identifying and training existing and newly selected fleet operators to comply with this policy
 - b. Enforcing compliance with this policy with employees. All presently employed and new employees, who drive a City of Mendota Heights owned or leased vehicle, must be trained and in compliance with this policy
 - c. Ensuring the safe operation of fleet vehicles
 - d. Ensuring that all vehicles can be operated safely or are taken out of service for repairs
 - e. Reviewing employee accidents and take steps to prevent recurrence
 - f. Ensuring only authorized personnel are allowed to operate fleet vehicles

- g. Coordinating with the Assistant City Administrator to ensure employees are not operating city vehicles without a valid driver's license
- h. Fully utilizing decisions and recommendations handed down by the Safety Committee

3. Employees are accountable for:

- a. Understanding their assigned tasks relating to fleet safety
- b. Applying the proper training and equipment to safely operate a motor vehicle
- c. Assisting with the identification of vehicle operational problems
- d. Complying with the directives of this policy

4. Mendota Heights Safety Committee is accountable for:

- a. Maintaining each department's compliance with the approved policy
- b. Ensuring that operators are properly trained on the correct vehicles
- c. Assisting with post-accident review—to help identify preventable and non-preventable vehicle accidents
- d. Bringing forth recommendations to the Safety Committee to improve the safety of employees

The Assistant City Administrator and the Mendota Heights Safety Committee will review and evaluate this policy on an annual basis. When revisions to this policy are deemed necessary and approved, the updated policy document will be communicated to all personnel in writing.

F. ORIENTATION AND TRAINING

All new drivers will be trained with vehicles similar in size, power, configuration, and operation as the vehicle they will be using, prior to being assigned, to ensure safe and effective operation—including any special equipment specific to their intended vehicle assignment.

Special equipment such as tractors, forklifts, graders, plows, snow removal equipment, or other special devices require instructions by the operator. Training will include the following:

- 1. Familiarization with the owner's/operator's manual
- 2. Explanation and demonstration of control devices
- 3. Explanation and demonstration of safety equipment
- 4. Knowledge of maintenance items such as fuel, water, oil and other minimum operating needs of the equipment
- 5. Demonstration of operation
- 6. Training of new operators by the supervisor, or an experienced operator

G. GENERAL REQUIREMENTS OF OPERATOR

All employees will be responsible for the following duties associated with driving fleet vehicles:

- 1. All employees operating city equipment shall comply with the State Motor Vehicle Regulations and obey all traffic and parking laws
- 2. Drivers must always carry a valid Driver's License while operating motor vehicles. The licenses held must be the proper classification for the vehicle driven
- 3. Seat belts must be worn at all times by all drivers and passengers—in vehicles where seat belts are provided

4. No employee shall operate any city equipment, machinery or vehicle while under the influence of alcohol or cannabis. The use of tobacco and cannabis products, including e-cigarettes and chewing tobacco, are not allowed in City vehicles.
5. An employee must notify their supervisor of any inability to operate heavy machinery due to consumption of prescription drugs or controlled substances that inhibit their ability to operate a vehicle.
6. When backing up vehicles, there must be a clear view of the area immediately to the rear. In vehicles without rear window visibility, the driver shall get out of the vehicle and inspect the area to the rear before backing. If a second employee is available, this person shall serve as a guide to back up the driver. Department supervisors may require a second operator for this purpose
7. Tailgates shall be up and locked when vehicles are in motion. If a vehicle's function requires that the tailgate remain down to carry a load, red flags shall be attached to the outer portion of the load.
8. Reckless driving or unsafe operation of city vehicles is not permitted at any time for any reason
9. Employees must obey traffic speed requirements and ensure they are not driving over the maximum allowable speed
10. Vehicle engines shall not be operating when adding any fuel or engine oil to the vehicle
11. Employees must not board or exit from any moving vehicle
12. Riding on the side, toolbox, tailgate or roof of any vehicle, or in the back of a truck bed, when a vehicle is in motion, is not allowed
13. There shall be only one person per seat belted position
14. During a period of limited visibility, or anytime that windshield wipers are in use, headlights must be turned on
15. Trailers must be fastened to hitches and safety chains shall be secured before moving vehicles
16. Vehicles shall not be left unattended with a key in the ignition. Employees must lock vehicles when they are unattended
17. Vehicles without a handicapped permit shall not be parked in handicapped parking spaces
18. Before leaving the operator's seat, the vehicle shift selector must be placed in park, and if needed, the parking brake applied. If the vehicle does not have a "park" position, the shift selector shall be placed in neutral and the parking brake applied
19. Operators shall limit vehicle idling in safe circumstances
20. Operators must ensure the fuel tank is at least above three-quarter tank full at the end of the operator's shift—vehicles are to be filled up with fuel at the Public Works facility
21. Operators must conduct a pre-trip visual inspection including the following and contact the City Mechanic with any concerns before operating:
 - Check that tires are in good shape and are not visually low air
 - Check that exterior lights, reflectors and cabin lights are working properly
 - Check that windshield wipers are working properly
 - Walk around the vehicle and ensure there is no body damage
 - Brush off snow or ice that could block the operator's vision
 - Vehicles that require a written Commercial Driver's License (CDL) pre-check form must be documented and properly filed prior to use

- Coordinate with the City Mechanic to ensure proper fleet maintenance is completed. The City Mechanic will install a sticker on the driver's side in the top corner of the windshield of every vehicle which alerts the driver when an oil change should be completed based off the number of miles driven or hours of operation
 - Drivers must notify the City Mechanic when they are within 250 miles of an oil change
 - For vehicles that run on hour requirements for oil changes, the City Mechanic is to be notified within 25 hours of a needed oil change
- Ensure the vehicle has the following safety supplies in it prior to driving:
 - Fire extinguisher
 - Safety vest
 - First aid kit
 - Rechargeable flashlight
 - Insurance card
 - Ice scraper (during the months of October-April)
 - Supervisor call sheet

If any vehicle safety or maintenance concerns occur, operators should stop driving the vehicle if it is safe to do so and communicate immediately with the City Mechanic. If the City Mechanic is not available, contact the Public Works Superintendent to determine the next steps.

H. VEHICLE AND EQUIPMENT ABUSE

Employees are not to use a city owned vehicle or equipment for any purpose for which it is not designated, operate it beyond its designed limits, operate in areas or locations for which it was not designed, or cause damage through neglect, misuse, improper driving techniques and/or improper handling.

The following is considered vehicle and equipment abuse:

- Utilizing a City vehicle or equipment for non-City business including running personal errands, conducting personal projects, or operating on personal time
 - City Employees should only use the city vehicle to pick up food/beverages or to conduct personal errands if there is a pressing safety concern approved by their supervisor.
- Allowing unauthorized employees or non-employees to ride in City vehicles, except when such people are conveyed in the performance of duty

I. AGGRESSIVE DRIVING

Drivers must not resort to aggressive driving or road rage under any circumstances. Examples of aggressive driving include:

- Speeding
- Tailgating
- Failure to signal a lane change
- Running red lights
- Not coming to a complete stop at stop signs
- Weaving in traffic
- Yelling at other drivers

- Making obscene gestures
- Using of the horn for a non-emergency matter

J. DISTRACTIONS

Drivers are responsible for remaining focused when operating a city vehicle and should refrain from distracted driving. Drivers may not engage in the following distractions while driving including, but not limited to:

- Using a smart device while operating a City vehicle or equipment--except when a smart device is used for single touch navigation purposes
- Adjusting mirrors or seats while the vehicle is in use
- Making phone calls without a hands-free device
- Grooming or putting on makeup
- Smoking (including e-cigarettes), chewing tobacco and cannabis
- Wearing headphones covering both ears
- Eating food or snacks
- Utilizing excessive sound system volume

K. TRAFFIC LAWS

Employees will adhere to all traffic laws and regulations when operating City vehicles. An employee will always operate City vehicles in such a manner as to avoid injury to persons or property damage. For any traffic citation received in a City vehicle, the operator of the vehicle is personally responsible.

L. REPORTING

Employees who operate motor vehicles for work are required to report any license revocations or suspensions immediately to their supervisor or the Assistant City Administrator. This includes legal citations that suspend an employee's license for any period. An employee failing to provide notice regarding a driving licensure change in advance of their next working shift will be subject to disciplinary action.

All employees are responsible for supporting and furthering the safety culture of the City of Mendota Heights including but not limited to reporting either known or suspected violations of this policy to their supervisor or the Assistant City Administrator.

M. DRIVER RECRUITMENT, SELECTION AND ASSESSMENT

The City of Mendota Heights shall implement a system that recruits and selects drivers to ensure safe operation and management of the fleet safety program.

1. *Motor Vehicle Record Annual Review*

All full-time and part-time employees with the City of Mendota Heights who operate a city of Mendota Heights owned or leased vehicle may have their motor vehicle record checked annually by the City. Upon request, Department Heads will be responsible for submitting a list to the City Administrator of the individuals in their department that regularly drive city vehicles.

2. *Motor Vehicle Training*

Training for all new motor vehicle operators shall consist of on-the-job instruction and training from their supervisor or department director. A defensive attitude is an important aspect of all motor vehicle training. Drivers must believe that vehicle accidents are preventable if they take the initiative. Drivers must be alert to hazards on the roadway that could cause an accident. Drivers should be introduced to an unfamiliar vehicle's general mechanical operation, safety equipment, emergency kit and accessory application, as well as a review of braking, backing, and trailer operation (if applicable). Drivers who will be transporting hazardous materials shall be instructed in the details of the accident prevention and hazardous material spill prevention and response.

3. *Motor Vehicle Retraining*

It may be necessary to retrain an employee if they are involved in a severe accident or repeated accidents. Retraining with a supervisor or their designee should review the actions leading up to the vehicle accident and how to prevent future accidents from occurring. During training, if vision, hearing or other health conditions indicate a possible deficiency that may affect the safe operation of the vehicle, then an examination and evaluation by an occupational health specialist may be coordinated by the Assistant City Administrator.

4. *Motor Vehicle Selection*

Vehicles selected for a specific function must be adequate in design and capability for the intended purpose.

N. PERSONAL VEHICLES

Using City vehicles will be the first choice instead of personal vehicles to perform city work. When necessary, personal vehicles may be used to perform job tasks. The insurance on the personal vehicle will be the operator's personal insurance. The City of Mendota Heights is not responsible for claims that arise out of any motor vehicle accident the employee is involved with while driving their personal vehicle.

All employees will be paid mileage for use of their personal vehicles for work purposes and the mileage rate will be in accordance with the IRS standard mileage rate. Mileage is calculated based on how many miles the destination is from the office normally worked out of. Mileage reimbursement should be submitted to the employee's supervisor within a month of the occurrence.

O. DRIVER REQUIREMENTS

Drivers of City fleet vehicles need to be at least 16 years old and have a valid driver's license appropriate for the vehicle they are operating. The Assistant City Administrator will verify that employees operating vehicles have the proper class of license.

P. ACCIDENT PROTOCOL

Drivers shall report all vehicle accidents to their immediate supervisor after calling 911 for emergency response and documentation purposes. At the scene, local law enforcement will carefully survey the accident in question. The following shall be considered:

1. It is unlawful to leave the scene of any accident if you are involved in the accident, without furnishing your name, address and vehicle information to the other driver. Any hit and run accident, on private or public property, must be reported to the local police.
2. Accidents involving a pedestrian and a city vehicle, or an accident involving a city employee who is struck by a vehicle, should also be reported to the local police.

Post accident drug and alcohol tests will be required for situations resulting in multi-vehicle crashes or when deemed necessary by the Assistant City Administrator.

Employees should refer to the call sheet found within vehicles for contact information for direct supervisors and who to contact if they are unreachable to report the incident.

The safety committee will review accidents that result in human injury or consist of a multi-vehicle accident.

Q. VEHICLE EMERGENCY PROCEDURES

When it is necessary to stop on a highway or city street in case of an emergency, employees shall use extreme caution and utilize the following:

- Warning signals and lights
- Rotating beacons (if the vehicle is equipped)
- Emergency flashers
- Flares, fuses, warning flags, reflector triangles, or emergency equipment to give adequate advance warning where applicable for commercial vehicles

R. VEHICLE SELECTION AND ASSIGNMENT

Vehicles selected for a specific function must be adequate in design and capability for the intended purpose. Department heads and supervisors should actively rotate similar-type fleet vehicles and equipment to ensure that annual mileage is equalized. In addition, cooperation between departments should be conducted to make certain department fleet vehicles and equipment are available to other departments and functions, when possible, for the efficient and successful accomplishment of City business.

S. CONSEQUENCES OF POLICY VIOLATIONS

Failure to comply with this policy will result in disciplinary action, up to and including termination.

T. DELEGATION OF AUTHORITY

The City Administrator, or designee, is authorized to make amendments and changes to this policy for the efficient usage of City vehicles and the prioritization of safety by all employees. Amendments or changes to this policy that are deemed to be substantial must be approved by the City Council.

**CITY OF MENDOTA HEIGHTS
ACKNOWLEDGMENT OF RECEIPT
OF
CITY OF MENDOTA HEIGHTS: FLEET SAFETY POLICY**

This is to acknowledge that I have received a copy of the Mendota Heights Fleet Safety Policy and understand that it contains important information on the city of Mendota Heights general driving safety policies and on my driving privileges and obligations as an employee. I acknowledge that I am expected to read, understand and adhere to this policy and will familiarize myself with the material in the policy. Additionally, I agree to abide by this policy.

I understand that I am governed by the contents of the policy and that the City of Mendota Heights may change, rescind, or add to this policy from time to time in its sole and absolute discretion with or without prior notice. The City of Mendota Heights will advise employees of material changes within a reasonable time and provide an updated copy of this policy to each employee.

I further acknowledge and agree that employment with the City of Mendota Heights may be terminated for not abiding by the rules and policies set forth in the Mendota Heights Fleet Safety Policy.

Employee Signature

Date

Print or Type Name

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REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 21, 2025

AGENDA ITEM: Authorize Natural Resources Internship Position and Posting

ITEM TYPE: Consent Item

DEPARTMENT: Administration

CONTACT: Krista Spreiter, Natural Resources Coordinator
Kelly Torkelson, Assistant City Administrator

ACTION REQUEST:

Authorize the creation of the natural resources internship and posting for a summer position.

BACKGROUND:

Staff are proposing the expansion of the city's internship program to include a natural resources intern for the summer of 2025. This person will help to support natural resources coordinator Krista Spreiter. During their internship they will be completing fieldwork, data collection relating to the city's MS4 permit, working with the Natural Resources Commission, Partners in Energy and more. This program is designed to support the city's ongoing natural resources initiatives as well as to provide an intern with insight into municipal natural resources work.

FISCAL AND RESOURCE IMPACT:

This is a budgeted expense in the 2025 budget. The Natural Resources Intern would be hired at the seasonal pay matrix pay grade 3 which is consistent with the City's other internships. This would be a 40-hour per week position with an hourly rate of pay of \$16.75-\$17.50 per hour.

ATTACHMENTS:

1. Natural Resources Internship Job Description

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure, Environmental Sustainability & Stewardship

JOB SUMMARY

The purpose of the natural resources internship is to provide insight into the Natural Resources profession. The intern will work under the direction of the Natural Resources Coordinator and would work in partnership with other city staff including the communications coordinator, the recreation program coordinator, the recreation facility coordinator, the assistant city administrator, and the public works superintendent. The internship experience will be a mutually beneficial experience for both the city and for the intern.

ESSENTIAL JOB FUNCTIONS

1. Inspect City Stormwater outfalls, ponds, and stormwater infrastructure to maintain compliance with the Municipal Separate Storm Sewer System (MS4) permit
2. Inspect active construction sites for compliance with applicable National Pollution Discharge Elimination Systems permit and city code regulations
3. Create and coordinate education and outreach activities related to stormwater management, water resources, forestry, and natural resources
4. Collect data for monitoring of natural resources project including inspecting native vegetation restoration projects, stormwater infrastructure and BMPs including but not limited to data entry and GIS mapping
5. Complete tree planting and care, raingarden planting and care, and native restoration project installation and maintenance as a part of the city's natural resources and water resources projects
6. Support the implementation of the Partners in Energy program
7. Present to the Natural Resources Commission

KNOWLEDGE, SKILLS AND ABILITIES

1. Passion for natural resources and public service
2. Ability to communicate ideas effectively in both oral and written formats;
3. Ability to prepare reports and maintain records
4. Ability to establish and maintain effective working relationships with program participants, associates and the general public.

MINIMUM QUALIFICATIONS

- Current or recent college graduate in a related field such as environmental science, water resources, natural resources, or biology
- Experience working in parks and recreation

DESIRED QUALIFICATIONS

- Experience working with GPS and GIS software
- Valid Minnesota Driver's License with a good driving record



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 21, 2025

AGENDA ITEM: Approve Cooperative Agreement with Tree Trust for the 2025 Tree Canopy Program

ITEM TYPE: Consent Item

DEPARTMENT: Natural Resources

CONTACT: Krista Spreiter, Natural Resources Coordinator

ACTION REQUEST:

Approve the cooperative agreement with Tree Trust for the 2025 Tree Canopy Program for the not-to-exceed amount of \$27,000.

BACKGROUND:

In 2024 the Natural Resources Commission proposed, and the City Council approved, the development of a residential and commercial tree canopy program as a way to supplement the City's annual tree sale, grow and diversify the City's urban forest, mitigate the loss of ash trees due to Emerald Ash Borer, and provide a subsidized, full-service tree planting option to private property owners. The program was approved to continue in 2025.

The Tree Canopy Program provides high-quality shade trees at the subsidized cost of \$185 for residents and non-profit property owners, and \$259 for commercial property owners, delivered and planted by Tree Trust. Recipients also receive:

- A site consultation with City Staff on the best location for their new tree
- Utility locate coordination prior to planting
- Transportation of their tree and all planting materials provided by Tree Trust Landscaping Services
- Proper planting, mulching, and watering at the time of planting, provided by Tree Trust Landscaping Services
- A high-quality, 10-gallon container tree, watering bag, tree protection, and mulch to be placed at the time of planting

Residents will be required to complete an online form to participate in the program. There is a maximum of two trees per property. Forms are received on a first-come, first-served basis

(quantities are limited). Property owners will be required to enter into a maintenance agreement with the City upon entry into the program, assuming responsibility for watering and all tree care after planting, including removal if needed, and all costs associated with tree maintenance of the tree in the foreseeable future. Trees provided are guaranteed for one year.

FISCAL AND RESOURCE IMPACT:

Funds for the 2025 Tree Canopy Program will utilize the Tree Canopy Program designated funds from the Natural Resources budget for the not-to-exceed amount of \$27,000.

ATTACHMENTS:

1. 2025 Cooperative Agreement Tree Trust

CITY COUNCIL PRIORITY:

Environmental Sustainability & Stewardship, Premier Public Services & Infrastructure

COOPERATIVE AGREEMENT

This **COOPERATIVE AGREEMENT** (“Agreement”) is made this ____ day of _____, 2025, and is by and between the City of Mendota Heights, a Minnesota municipal corporation (“City”) and Tree Trust, a Minnesota nonprofit corporation.

RECITALS

- A. Tree Trust is a nonprofit corporation whose mission is to transform lives and landscapes by engaging people to build skills for meaningful careers, inspiring people to plant trees, and making communities greener, healthier places to live.
- B. The City and Tree Trust have collaborated in the past to distribute trees within the City with the goal of encouraging tree species diversification through a low-cost tree sale. In 2024 the City and Tree Trust partnered to plant 91 trees on private properties throughout the City at a reduced cost to the private property owner.
- C. The City and Tree Trust wish to continue the partnership to plant up to 145 additional trees on private residential properties throughout the City, or up to 243 trees on commercial properties, or a combination thereof, up to the amount of \$27,000 payable to the City. Each tree will be provided at a reduced cost to the private property owner, through the 2025 Tree Canopy Program (“Program”).

NOW THEREFORE, based on the promises, covenants, and obligations set forth in this Agreements, the City and Tree Trust, have agreed as follows:

1. **Term and Termination.** This Agreement is effective as of the date of the last signature executing this Agreement. It shall terminate on its terms on December 31, 2025, or upon final payment by the City as provided in this Agreement, whichever is earlier. Prior to such date or final payment, either party may terminate this Agreement for any reason upon 30 days’ written notice to the other party. In the event of early termination, the City shall pay Tree Trust for all trees and labor that were planted on or before the date of the notice of termination by either party.

2. **Costs and Payments.** The cost of each tree and the labor described in Section 3 of this Agreement shall be \$370, inclusive of applicable sales tax.

- A. *Residential Properties.* For trees that are planted on residential property, the owner of such property and the City shall each pay for 50% of the cost of the tree and labor.
- B. *Commercial Properties.* For trees that are planted on commercial property, the owner of such property shall pay 70% of the cost of each tree and labor; the City shall pay the balance of 30%.
- C. *Payments.* All payments by the owners and the City shall be made directly to Tree Trust. Tree Trust shall email invoices to the City for payment within two weeks after completion of all plantings. Payment by property owners is due upon ordering, unless Tree Trust and

a property owner agree to other terms. The City shall not be responsible for non-payment by any property owner. A 1% finance charge may be applied to any outstanding balances after 30 days of receipt of an invoice from Tree Trust. Payment by the City for the City's share costs is due within 30 days of receipt of an invoice from Tree Trust.

D. *Not to Exceed Amount.* In no event shall the City's total cost exceed \$27,000.

3. **Obligations of Tree Trust.** Tree Trust shall do all of the following:

- A. Provide social media outreach and press releases to local newspapers/city newsletters in order to advertise the Program, and collaborate with the City on all marketing and communication activities;
- B. Create a website for the ordering process including species specific tree details;
- C. Receive, process and confirm orders, beginning on _____, 2025 at 8:00 am;
- D. Respond to questions from participating property owners about the Program and specifics about selection;
- E. Monitor ordering process to ensure only City property owners are participating;
- F. Provide all personnel to oversee all planting activities, as well as all equipment and materials needed for all planting activities;
- G. Schedule all utility locates prior to planting;
- H. Schedule all plantings with property owners during regular business hours, Monday through Friday, unless a different time or day is agreed upon by Tree Trust and the property owner;
- I. If weather conditions are not conducive to planting, re-schedule planting with affected property owners;
- J. Plant all trees in a professional and timely manner according to current industry standards, including making all reasonable effort to schedule all plantings during the spring and fall planting windows;
- K. Provide plant stock in 10-gallon containerized material;
- L. Water all trees at the time of planting;
- M. Install a ring of natural shredded mulch around each tree;
- N. Install a watering bag around each tree;

- O. Install a trunk guard on each tree; and
- P. Upon completion of planting, restore any turf, gravel, or other material that was disturbed during planting.

4. **Obligations of City.** The City shall do all of the following:

- A. Collaborate with Tree Trust on all marketing and communication activities, including advertising the Program on the City’s social media and other communication vehicles;
- B. Determine tree species to be offered, depending on availability, and collaborate with Tree Trust to determine appropriate substitutions when necessary;
- C. Consult with individual property owners to determine location for each tree, and ensure that no tree is planted in public right-of-way, or in any public easement of record. If a suitable planting location cannot be determined, the property owner will be refunded the 50% payment for resident and non-profit property owners, and 70% for commercial properties. The tree will be returned to the available supply;
- D. Provide each property owner a white flag or stake to mark tree location prior to utility locate;
- E. Advise individual property owners of their obligation to provide an exterior water source to Tree Trust on the day of planting;
- F. Enter into a maintenance agreement with property owners in substantially the form of **Exhibit A** to this Agreement; and
- G. Provide payment to Tree Trust as provided in this Agreement.

5. **No Warranty or On-going Maintenance.** Tree Trust provides no warranty, express or implied, regarding the survival of any tree planted. Tree Trust is not obligated to perform any on-going watering or maintenance of any tree planted.

6. **Insurance.** Tree Trust shall maintain insurance coverage equal to or exceeding the following limits:

| | |
|---|--|
| Commercial General Liability | \$1,000,000 per occurrence, \$2,000,000 general aggregate |
| Auto (owned, hired, and non-owned) | \$1,000,000 |
| Workers Compensation/Employers’ Liability | In accordance with the laws of the State of Minnesota |

Such insurance must name the City, its officials, employees, agents, and any successors, heirs or assigns of the City, as an additional insured (with respect to the commercial general liability insurance), must be primary and non-contributory with any insurance or self-insurance of the City,

or any successors, heirs or assigns of City, and include a waiver of subrogation. If requested, Tree Trust shall provide certificates of insurance to the City prior to engaging in any planting activities on private property.

7. **Indemnity.** This Agreement imposes no liability of any kind whatsoever on the City. To the fullest extent permitted by law, Tree Trust shall defend, indemnify, and save harmless the City, its elected officials, officers, agents, and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees), and from any loss claim liability or other accident-related exposure beyond the payment of insurance premiums, self-insured retention or deductible, or self-insurance program, caused by the negligent acts or omissions of Tree Trust's officers, employees, contractors, agents, or volunteers, and arising out of the Program.

8. **Limitation of City Liability.** Nothing in this Agreement will constitute a waiver by the City, of any statutory or common law immunities or liability limitations.

9. **Notices.** All notices provided for or desired to be sent by the parties will be in writing and will be treated as fully given when deposited in the United States mail via prepaid certified mail, or by prepaid overnight mail delivery service providing written evidence of delivery, and addressed as follows:

| | |
|---|--|
| <i>If to the City:</i> City of Mendota Heights ATTN: _____ 1101 Victoria Curve Mendota Heights, Minnesota 55118 | <i>If to Tree Trust:</i> Tree Trust ATTN: <u>Jeff Voshell</u> 1419 Energy Park Drive St. Paul, Minnesota 55108 |
|---|--|

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter in this Agreement. No supplements, modifications, or amendments of this Agreement will be binding unless in writing, executed by the parties to this Agreement.

11. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

12. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the City and Tree Trust as related to the Program. Neither party is authorized to act as an agent or on behalf of the other party.

13. **Governing Law and Venue.** The City and Tree Trust agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the City and Tree Trust, and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, First Judicial District in Dakota County, or the United States District Court for the District of Minnesota.

14. **No Waiver.** No waiver by the City of any of the provisions of this Agreement will be deemed a waiver of any other provisions, whether or not similar, nor will any waiver by the City be a continuing waiver. No waiver by the City will be binding unless executed in writing by the City.

15. **Signatures/Execution.** Each person executing this Agreement on behalf of a party to the Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations included in this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of this Agreement, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

16. **Headings.** The section headings of this Agreement are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

17. **Incorporation of Recitals and Exhibit.** The Recitals made at the beginning of this Agreement, and the Exhibit that is attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

[Signature page follows]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and representatives to be effective as provided in this Agreement.

CITY OF MENDOTA HEIGHTS:

Stephanie Levine, Mayor

Nancy Bauer, City Clerk

TREE TRUST:

 January 16, 2025

Jared Smith, ED, CEO

Exhibit A

Form of Maintenance Agreement Between City and Property Owner

[## Exhibit pages follow]

RIGHT OF ENTRY AND MAINTENANCE AGREEMENT

This **RIGHT OF ENTRY AND MAINTENANCE AGREEMENT** (“Agreement”) is made this ____ day of _____, 2025, and is by and between the City of Mendota Heights, a Minnesota municipal corporation (“City”) and [NAME] _____, a [MARITAL STATUS OR BUSINESS TYPE] _____ (“Owner”).

RECITALS

- A. Owner is the fee owner of that certain real property located at [ADDRESS] _____, in the City of Mendota Heights, County of Dakota, State of Minnesota (“Property”).
- B. In order to encourage tree species diversification throughout the City, the City has collaborated with Tree Trust, a Minnesota nonprofit corporation, to offer trees at a reduced cost to property owners in the City through the 2025 Tree Canopy Program (“Program”).
- C. Terms of the Program include, but are not limited to, the cost of each tree and associated labor and materials needed for planting each tree is \$370, including applicable sales tax; the City shall pay 50% of the cost of each tree planted on residential property, and 70% of the cost of each tree planted on commercial property. The balance of the cost shall be paid by property owners (the “Proportional Share”).
- D. Owner wishes to participate in the Program and have a tree planted on Owner’s Property pursuant to the terms of the Program and the terms and conditions of this Agreement.

NOW THEREFORE, based on the promises, covenants, and obligations set forth in this Agreements, the City and Owner, have agreed as follows:

- 1. **Right of Entry.** Owner grants to the City, its officials, employees, agents, and contractors, and to Tree Trust, its officials, employees, agents, contractors, and volunteers, the right to enter onto the Property for the purposes of marking utility locations, preparing the Property for planting of the tree(s) purchased by Owner, and for activities related to the planting of such tree(s). This right of entry shall be effective upon execution of this Agreement and terminate upon completion of the planting of the tree(s) on Owner’s Property.
- 2. **Obligations of Owner.** Owner shall do all of the following:
 - A. Cooperate with the City in determining an appropriate location(s) for the planting of the tree(s) on Owner’s Property;
 - B. Mark the planting location(s) with the white flag or stake provided by the City;
 - C. Provide an exterior water source to Tree Trust on the day of planting;

- D. Pay Owner's Proportional Share of the cost for each tree planted, with such payment being remitted by Owner directly to Tree Trust as directed in the invoice to be provided to Owner by Tree Trust; and
 - E. Provide all on-going maintenance and care of the tree(s) planted on Owner's property.
3. **Obligations of the City.** The City is obligated to do all of the following:
- A. Consult with Owner to determine location for the tree(s), and ensure that no tree is planted in public right-of-way, or in any public easement of record;
 - B. Provide each Owner with a white flag or stake to mark tree location prior to utility locate;
 - C. Provide payment to Tree Trust for the City's Proportional share of the tree(s) planted on Owner's Property.
4. **Acknowledgements by Owner.** Owner acknowledges the following:
- A. The City is not responsible for any ongoing maintenance or care whatsoever of the tree(s) planted on Owner's Property as part of the Program. Specifically, the City is not responsible for watering, trimming, removing, replacing, or any care whatsoever for the tree(s) planted on Owner's Property as part of the Program.
 - B. Tree Trust has not provided any warranty, express or implied, regarding the survival of any tree planted on Owner's Property as part of the Program.
 - C. The City is not responsible for payment of Owner's Proportional Share.
5. **Indemnity.** This Agreement imposes no liability of any kind whatsoever on the City. To the fullest extent permitted by law, Owner shall defend, indemnify, and save harmless the City, its elected officials, officers, agents, and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees), and from any loss claim liability or other accident-related exposure beyond the payment of insurance premiums, self-insured retention or deductible, or self-insurance program, caused by the negligent acts or omissions of Tree Trust's officers, employees, contractors, agents, or volunteers, and arising out of the Program.
6. **Limitation of City Liability.** Nothing in this Agreement will constitute a waiver by the City, of any statutory or common law immunities or liability limitations.
7. **Successors/Covenants Run with Property.** All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns, jointly and severally. The terms and conditions of this Agreement shall run with the Property.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized officers and representatives to be effective as provided in this Agreement.

[NAME]:

[NAME], [TITLE]

[NAME], [TITLE]

**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Acceptance of Minnesota Chiefs of Police Foundation Grant

ITEM TYPE: Consent Item

DEPARTMENT: Police

CONTACT: Kelly McCarthy, Police Chief

ACTION REQUEST:

Accept Minnesota Chiefs of Police Foundation Grant of \$2,500 for the Mendota Heights Police Department 2020 Project.

BACKGROUND:

On October 1, 2024, the Mendota Heights City Council authorized the Mendota Heights Police 2020 Project and authorized funds to reimburse officers up to \$200 for the purchase of a home gun safe and for the purchase of custom patches. Included in the project is outreach to gun permit applicants and other police agencies. In November 2024, we applied for and were subsequently awarded, \$2,500 from the Minnesota Chiefs of Police Foundation. The grant funds are to be used to cover the cost of purchasing custom patches and creating promotional materials for permit applicants and other police agencies.

FISCAL AND RESOURCE IMPACT:

No additional fiscal impacts and minimal staff resource encumbrance (2 hours staff time).

ATTACHMENTS:

1. MCPA Grant Award

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure



MINNESOTA CHIEFS OF POLICE FOUNDATION

Advancing high quality, effective policing and strengthening police-community relations in Minnesota through training, outreach, grants and scholarships

COMMUNITY PARTNERSHIPS GRANT PROGRAM GRANT APPROVAL NOTIFICATION

Project Name: 2020 Project

Grant Amount Approved: \$2500

Dear Mendota Heights Police Dept.,

The Minnesota Chiefs of Police Foundation (MCPF) is pleased to present this grant check in the amount of **\$2500** to support **Mendota Heights Police Dept.** with your **2020 Project**. Please review the enclosed Community Partnership Grant Agreement for important details about this grant program.

The MCPF Community Partnerships Grant Program is designed to assist Minnesota police departments in building trust and fostering strong relationships within their communities. We hope this grant will empower your department to make a meaningful impact and further strengthen the mutual respect and collaboration between your agency and the people you serve.

The Foundation is honored to contribute to initiatives that promote high-quality, effective policing and reinforce police-community partnerships across our state.

Thank you for your unwavering commitment to keeping our communities safe.

Sincerely,

Chief Roger New
Board President
Minnesota Chiefs of Police Foundation

Jeff Potts
Executive Director
Minnesota Chiefs of Police Association

Minnesota Chiefs of Police Foundation is a tax-exempt organization,
as described in Section 501(c)(3) of the Internal Revenue Code.
Federal Tax ID #27-0833763



MCPF Community Partnership Grant Agreement

This Agreement establishes the terms and conditions under which the Minnesota Chiefs of Police Foundation (MCPF) will provide support for the Recipient's approved project, as described in the enclosed approval letter.

1. Grant Amount and Disbursement

MCPF agrees to provide the Recipient with grant funds as specified in the approval letter. The total grant amount will be disbursed via the enclosed check.

2. Grant Period

The Recipient is responsible for completing the project as described in the grant application. Grant funds must be utilized within the 2025 calendar year. If the project is going to extend beyond 12/31/25, it must be approved by MCPF. Any unused funds must be returned to MCPF if the project is not rescheduled.

3. Use of Funds

Grant funds must be used exclusively for the purposes outlined in the approved grant application. The Recipient agrees not to use the funds for any other purpose without prior written consent from MCPF. We acknowledge that circumstances may change, and funds may be repurposed as long as the new project aligns with the purpose, criteria, and standards in the grant program instruction packet. Requests for approval to repurpose funds should be directed to MCPF staff at foundation@mnchiefs.org.

4. Reporting

The Recipient agrees to submit a POST Grant Report within 60 days of the project's completion. This report must detail the project's outcomes, including how the funds were utilized and their impact in your community. The POST Grant Report is an online form and can be accessed at www.mnchiefs.org/grant-resources.

5. Acknowledgment

The Recipient agrees to acknowledge the *Minnesota Chiefs of Police Foundation* in any publicity, promotional materials, or communications related to the project. Additional resources, such as the MCPF logo, social media templates, press releases, and more, are available at www.mnchiefs.org/grant-resources.

6. Event Confirmation

Once your grant funded program is scheduled, please confirm the date, time, and location with MCPF staff at foundation@mnchiefs.org.

7. Invite Foundation Board Members

When appropriate, please extend an invitation to Foundation board members. Their attendance helps strengthen community ties, build connections, and engage donor networks in support of the MCPF's mission and helps ensure future success of this grant program.

8. Explore Media Opportunities

If you anticipate media coverage of your event, please notify MCPF staff. We welcome opportunities for Jeff Potts, Executive Director or board members to be interviewed, allowing us to share information about the MCPF and highlight the importance of the Community Partnership Grant program and continued funding.

9. Capture Your Event

Please remember to capture high-quality photos and/or videos of your event. These materials will be requested when you submit your POST Grant Report and will play a vital role in showcasing the impact of this grant program, supporting its ongoing success and future growth.

10. Permission for Use of Project Materials

By participating in this grant program, the Recipient grants MCPF permission to use project summaries, impact statements, photos, video footage, and other related materials. These may be featured on the MCPF website, social media platforms, or other marketing materials to highlight the program's impact to the public and supporters.

11. Agreement Acceptance

By cashing the enclosed check, the Recipient acknowledges and accepts the terms outlined in this Agreement.

If you have any questions, please contact MCPF staff at foundation@mnchiefs.org.

**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Acknowledge October, November, and December 2024 Fire Synopses

ITEM TYPE: Consent Item

DEPARTMENT: Fire

CONTACT: Assistant Fire Chief Scott
Goldenstein

ACTION REQUEST:

Acknowledge the October, November, and December 2024 Fire Synopses.

BACKGROUND:

The attached fire synopses are for City Council review.

FISCAL AND RESOURCE IMPACT:

None.

ATTACHMENTS:

1. October 2024 Fire Synopsis
2. November 2024 Fire Synopsis
3. December 2024 Fire Synopsis

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure



October 2024 Fire Synopsis

Fire Calls: 33

For October 2024, the Mendota Heights Fire Department paged for service a total of 33 times.

| | |
|-----------------|----------|
| Mendota Heights | 27 calls |
| Lilydale | 0 calls |
| Mendota | 1 call |
| Sunfish Lake | 2 calls |
| Other | 3 calls |
| ----- | |
| Total | 33 calls |

Types of calls:

Fire: 3- The Mendota Heights Fire Department responded to a significant home fire on Adeline Court on Oct 12th. The call came in at 2:09 am from residents finding themselves trapped on the second floor and later jumping to police officers on the ground from the bedroom window. Auto aid and mutual aid assistance were also provided from South Metro, Eagan and Inver Grove Height Fire Departments.

In addition, on October 2nd the department responded to and extinguished a small outdoor fire at a multi-unit condominium where the common landscaped area between two buildings had mulch smoldering and burning.

Crews also responded to fires that were started at the front doors of both the Sibley House and the Carriage House on the Sibley House Property.

Medical/Extrication: 3- There were three calls that were medical in nature in October.

Hazardous Situations: 4- MHFD responded to two different cut gas lines at residences. In addition, the department responded to lines down and blocking the road in Sunfish Lake. Finally, the department responded to arcing lines that caused many homes to have their power cycling on and off for an extended period.

Service Calls: 1- The department responded to a recreational fire that turned into a grass fire and the department extinguished it.

False Alarms/System Malfunctions: 12- In October there were four calls that were due to system malfunctions, five that were unintentional trips, and three coded as misc. alarms.

Good Intent: 6- October showed the department responding to three smoke scare calls, one hazmat call with none found, and a brush fire call with no hazard found.

Dispatched and Cancelled En route: 1- One call cancelled before the fire department arrived on scene in October.

Mutual/Auto-Aid Other: 3- There was one auto aid to West St Paul for a call that was later cancelled. The Mendota Heights Fire Department was also paged to Eagan to assist at a residential structure fire. The fire department was also requested to assist with a fire at the Thompson Reuters production plant in Eagan.

October Trainings

Tues, October 1, 07:00

EMS B Refresher Option 1

This drill was part B of a 4-cycle refresher over a 24-month period for all EMR level department responders. It consisted of both classroom and hands on skill stations.

Wed, October 2, 18:30

EMS B Refresher Option 2

This drill was part B of a 4-cycle refresher over a 24-month period for all EMR level department responders. It consisted of both classroom and hands on skill stations.

Mon, October 14, 18:30

Mandatory Skills #3

Rescue Equipment/Power Tools Option #1

This drill was a hands-on skill refresher utilizing power hand tools including extrication tools, cutting tools, and back up tools. It was held at the station with actual vehicles to utilize.

Thursday, October 17, 07:00

Mandatory Skills #3

Rescue Equipment/Power Tools Option #2

This drill was a hands-on skill refresher utilizing power hand tools including extrication tools, cutting tools, and back up tools. It was held at the station with actual vehicles to utilize.

Tues, October 22, 07:00

Elective Vehicle Stabilization Option #1

This drill was held at the MHFD and was dedicated to safe and proper vehicle stabilization utilizing equipment carried on Fire Apparatus to help ensure a safe working environment for both the firefighters as well as the victims.

Wednesday, October 23, 07:00

Mandatory Skills #3 Rescue

Equipment/Power Tools Option #3

This drill was a hands-on skill refresher utilizing power hand tools including extrication tools, cutting tools, and back up tools. It was held at the station with actual vehicles to utilize.

Mon, October 28, 18:30

Elective Vehicle Stabilization Option #2

This drill was held at the MHFD and was dedicated to safe and proper vehicle stabilization utilizing equipment carried on Fire Apparatus to help ensure a safe working environment for both the firefighters as well as the victims.

Wed, October 30, 18:30

EMS B Refresher Option 3

This drill was part B of a 4-cycle refresher over a 24-month period for all EMR level department responders. It consisted of both classroom and hands on skill stations.

**MENDOTA HEIGHTS FIRE DEPARTMENT
OCTOBER 2024 MONTHLY REPORT**

Number of Calls

33

Total Calls for Year

331

| FIRE ALARMS DISPATCHED: | NUMBER | STRUCTURE | CONTENTS | MISC. | TOTALS TO DATE |
|----------------------------------|---------------|--------------------------------------|------------------|------------------|----------------|
| ACTUAL FIRES | | | | | |
| Structure - MH Commercial | | | | | \$0 |
| Structure - MH Residential | 2 | \$603,400 | \$252,700 | | \$859,600 |
| Structure - Contract Areas | | | | | \$0 |
| Cooking Fire - confined | | | | | \$5,000 |
| Vehicle - MH | | | | | \$46,124 |
| Vehicle - Contract Areas | | | | | \$0 |
| Grass/Brush/No Value MH | | | | | |
| Grass/Brush/No Value Contract | | | | | |
| Other Fire | 1 | | | | |
| TOTAL MONTHLY FIRE LOSSES | | | | | |
| OVERPRESSURE RUPTURE | | \$603,400 | \$252,700 | \$0 | |
| Excessive heat, scorch burns | | | | | |
| FIRE LOSS TOTALS | | | | | |
| MEDICAL | | | | | |
| Emergency Medical/Assist | 3 | | | | |
| Vehicle accident w/injuries | | | | | |
| Extrication | | | | | |
| Medical, other | | | | | |
| | | | | | |
| HAZARDOUS SITUATION | | | | | |
| Spills/Leaks | 2 | | | | |
| Carbon Monoxide Incident | | | | | |
| Power line down | 2 | | | | |
| Arcing, shorting | | | | | |
| Hazardous, Other | | | | | |
| SERVICE CALL | | | | | |
| Smoke or odor removal | | | | | |
| Assist Police or other agency | | | | | |
| Service Call, other | 1 | | | | |
| GOOD INTENT | | | | | |
| Good Intent | 1 | | | | |
| Dispatched & Cancelled | 1 | | | | |
| Smoke Scare | 3 | | | | |
| HazMat release investigation | 1 | | | | |
| Good Intent, Other | 1 | | | | |
| FALSE ALARMS | | | | | |
| False Alarm | | | | | |
| Malfunction | 4 | | | | |
| Unintentional | 5 | | | | |
| False Alarm, other | 3 | | | | |
| MUTUAL AID | 3 | | | | |
| Total Calls | 33 | | | | |
| | | LOCATION OF FIRE ALARMS | | | |
| | | <u>Current</u> | <u>To Date</u> | <u>Last Year</u> | |
| Mendota Heights | | 27 | 248 | 256 | |
| Lilydale | | 0 | 19 | 21 | |
| Mendota | | 1 | 11 | 6 | |
| Sunfish Lake | | 2 | 20 | 28 | |
| Mutual Aid | | 3 | 33 | 27 | |
| Total: | | 33 | 331 | 338 | |
| | | FIRE MARSHAL'S TIME FOR MONTH | | | |
| | | Inspections | | | |
| | | Investigations | | | |
| | | Re-Inspection | | | |
| | | Meetings | | | |
| | | Administration | | | |
| | | Plan Review/Training | | | |
| | | TOTAL: | | | |
| | | 0 | | | |
| WORK PERFORMED | Hours | To Date | Last Year | | |
| Fire Calls | 535 | 4105 | 4255 | | |
| Meetings | 20 | 572.75 | 402.5 | | |
| Training | 367.5 | 3630.5 | 3317.5 | | |
| Special Activity | 347.3 | 803.8 | 983 | | |
| Fire Marshal | 0 | 0 | 0 | | |
| TOTALS | 1269.8 | 9112.05 | 8958 | | |

November 2024 Fire Synopsis

Fire Calls: 17

For November 2024, the Mendota Heights Fire Department paged for service a total of 17 times.

| | |
|-----------------|----------|
| Mendota Heights | 14 calls |
| Lilydale | 1 call |
| Mendota | 0 calls |
| Sunfish Lake | 1 call |
| Other | 1 call |
| ----- | |
| Total | 17 calls |

Types of calls:

Medical/Extrication: 7- Of the seven calls that the department responded to in November that were medical and/or extrications, two were associated with accidents with injuries, and five were coded as medical in nature.

Hazardous Situations: 1- The department responded to a CO call on Nov 20th where carbon monoxide was confirmed on the premises. Homeowners were advised, Xcel was requested to respond, and Fire stayed on scene until they arrived.

Service Calls: 1- On Nov 10th the department was paged out for what was believed to have been a hydrant that was leaking/flowing water, but upon arrival it was discovered that the water was due to a water main leak.

False Alarms/System Malfunctions: 3- In November there was one call for an alarm system malfunction and two for unintentional alarm trips.

Good Intent: 2- November found the fire department responding to two calls for possible hazmat situations, with no hazmat being found.

Dispatched and Cancelled En route: 2- Two call cancelled before our units arrived on scene.

Mutual/Auto-Aid Other: 1- There was one auto aid that paged out Mendota Heights Fire to South St. Paul but was cancelled before our arrival and reassigned to South Metro and Inver Grove Heights Fire.

November Trainings

Wed, November 6, 18:30

Mandatory SCBA/Mayday Option 1

This was a mandatory multi-station drill going over SCBA's (self-contained breathing apparatus), covering normal operating procedures, as well as emergency operating procedures. In addition, there were hands-on search and rescue scenarios with SCBA's being utilized throughout.

Mon, November 11, 18:30

Mandatory SCBA/Mayday Option 2

This was a mandatory multi-station drill going over SCBA's (self-contained breathing apparatus), covering normal operating procedures, as well as emergency operating procedures. In addition, there were hands-on search and rescue scenarios with SCBA's being utilized throughout.

Mon, November 14, 07:00

Mandatory SCBA/Mayday Option 3

This was a mandatory multi-station drill going over SCBA's (self-contained breathing apparatus), covering normal operating procedures, as well as emergency operating procedures. In addition, there were hands-on search and rescue scenarios with SCBA's being utilized throughout.

Tuesday, November 19, 07:00

Elective Company Operations Option 1

This drill was a classroom-based drill where firefighters were presented with a scenario and needed to decide on initial strategies and operational directives and then broadcast those observations and operational commands over the radio in proper (blue card style) fire format.

Wed, November 20, 18:30

Elective Company Operations Option 2

This drill was a classroom-based drill where firefighters were presented with a scenario and needed to decide on initial strategies and operational directives and then broadcast those observations and operational commands over the radio in proper (blue card style) fire format.

**MENDOTA HEIGHTS FIRE DEPARTMENT
NOVEMBER 2024 MONTHLY REPORT**

Number of Calls

17

Total Calls for Year

348

| FIRE ALARMS DISPATCHED: | NUMBER | STRUCTURE | CONTENTS | MISC. | TOTALS TO DATE |
|--------------------------------------|------------------|-----------------------|-----------------------|-------------------------|----------------|
| ACTUAL FIRES | | | | | |
| Structure - MH Commercial | | | | | \$0 |
| Structure - MH Residential | | | | | \$859,600 |
| Structure - Contract Areas | | | | | \$0 |
| Cooking Fire - confined | | | | | \$5,000 |
| Vehicle - MH | | | | | \$46,124 |
| Vehicle - Contract Areas | | | | | \$0 |
| Grass/Brush/No Value MH | | | | | |
| Grass/Brush/No Value Contract | | | | | |
| Other Fire | | | | | |
| TOTAL MONTHLY FIRE LOSSES | | | | | |
| OVERPRESSURE RUPTURE | | \$0 | \$0 | \$0 | |
| Excessive heat, scorch burns | | | | | |
| FIRE LOSS TOTALS | | | | | |
| MEDICAL | | | | | |
| Emergency Medical/Assist | 5 | | | | |
| Vehicle accident w/injuries | 2 | | | | |
| Extrication | | | | | |
| Medical, other | | | | | |
| HAZARDOUS SITUATION | | | | | |
| Spills/Leaks | | | | | |
| Carbon Monoxide Incident | 1 | | | | |
| Power line down | | | | | |
| Arcing, shorting | | | | | |
| Hazardous, Other | | | | | |
| SERVICE CALL | | | | | |
| Smoke or odor removal | | | | | |
| Assist Police or other agency | | | | | |
| Service Call, other | 1 | | | | |
| GOOD INTENT | | | | | |
| Good Intent | | | | | |
| Dispatched & Cancelled | 2 | | | | |
| Smoke Scare | | | | | |
| HazMat release investigation | 2 | | | | |
| Good Intent, Other | | | | | |
| FALSE ALARMS | | | | | |
| False Alarm | | | | | |
| Malfunction | 1 | | | | |
| Unintentional | 2 | | | | |
| False Alarm, other | | | | | |
| MUTUAL AID | | | | | |
| | 1 | | | | |
| <u>Total Calls</u> | | <u>17</u> | | | |
| WORK PERFORMED | | Hours | To Date | Last Year | |
| Fire Calls | 225 | 4330 | 4586 | | |
| Meetings | 31 | 603.75 | 417.5 | | |
| Training | 343.5 | 3974 | 3825.5 | | |
| Special Activity | 19.5 | 823.3 | 999 | | |
| Fire Marshal | | 0 | 0 | | |
| TOTALS | | <u>619</u> | <u>9731.1</u> | <u>9828</u> | |
| LOCATION OF FIRE ALARMS | | | | | |
| | | <u>Current</u> | <u>To Date</u> | <u>Last Year</u> | |
| Mendota Heights | 14 | 262 | 278 | | |
| Lilydale | 1 | 20 | 23 | | |
| Mendota | 0 | 11 | 7 | | |
| Sunfish Lake | 1 | 21 | 29 | | |
| Mutual Aid | 1 | 34 | 30 | | |
| Total: | <u>17</u> | <u>348</u> | <u>367</u> | | |
| FIRE MARSHAL'S TIME FOR MONTH | | | | | |
| Inspections | | | | | |
| Investigations | | | | | |
| Re-Inspection | | | | | |
| Meetings | | | | | |
| Administration | | | | | |
| Plan Review/Training | | | | | |
| TOTAL: | | | <u>0</u> | | |

December 2024 Fire Synopsis

Fire Calls: 33

For December 2024, the Mendota Heights Fire Department paged for service a total of 33 times.

| | |
|-----------------|----------|
| Mendota Heights | 24 calls |
| Lilydale | 2 calls |
| Mendota | 0 calls |
| Sunfish Lake | 1 call |
| Other | 6 calls |
| ----- | |
| Total | 33 calls |

Types of calls:

Fires: 1- The MHFD responded to a vehicle fire on Dec. 28th with the first units on scene reporting a fully involved engine compartment fire.

Medical/Extrication: 10- In December the Fire Department responded to five calls that were medical in nature and an additional five calls that involved vehicle accidents with injuries.

Hazardous Situations: 4- December had 4 hazmat-related calls. There were three natural gas calls and one carbon monoxide call (with carbon monoxide present).

Service Calls: 2- The MHFD responded for a resident needing assistance with a CO detector issue and a second call related to a resident requesting assistance with the removal of a ring.

False Alarms/System Malfunctions: 7- In December, the department discovered one system malfunction, three unintentional trips of alarms, and three coded as "other".

Good Intent: 1- The department was paged for a possible carbon monoxide issue, but no CO was found upon arrival.

Dispatched and Cancelled En route: 2- Two calls were cancelled before our units arrived on scene.

Mutual/Auto-Aid Other: 6- In the auto/mutual aid bucket, the MHFD responded to neighboring departments as follows: South Metro for a structure fire, Inver Grove Heights for a structure fire, Eagan for a commercial structure fire, and three calls to South Metro that were cancelled before arrival.

December Trainings

Wed, December 4, 18:30

Elective Pre-Plans Option 1

This drill was dedicated to training on new electronic computer logins, going over pre-plan reports of structures in our community, and how to decipher data in them quickly and efficiently, and finally going over proper radio communications.

Mon, December 9, 18:30

Elective Reports Tabletops Option 1

This drill was an in-house tabletop drill going over blue card style scenarios and practicing initial size-ups recognizing tactical priorities and transmitting that information to the appropriate personnel.

Thurs, December 12, 07:00

Elective Pre-Plans Option 2

This drill was dedicated to training on new electronic computer logins, going over pre-plan reports of structures in our community, and how to decipher data in them quickly and efficiently, and finally going over proper radio communications.

Saturday, December 14, 08:00

Mandatory SCBA Make Up

This was a mandatory multi-station drill going over SCBA's (self-contained breathing apparatus), covering normal operating procedures as well as emergency operating procedures. In addition, there were hands-on search and rescue scenarios with SCBA's being utilized throughout.

Tues, December 17, 07:00

Elective Reports Tabletops Option 2

This drill was an in-house tabletop drill going over blue card style scenarios and practicing initial size-ups recognizing tactical priorities and transmitting that information to the appropriate personnel.

Thurs, Dec 19, 18:30

Department Training Make up

This drill was a test-out opportunity for our firefighters testing their skills in two areas: Their ability to utilize, deploy and properly climb our ground ladders as well as to deploy and use the aerial truck mounted ladder, and their ability to search for, locate and remove a victim from an area when they have their vision is completely obstructed throughout as is the vision of their other search team members in their group.

**MENDOTA HEIGHTS FIRE DEPARTMENT
DECEMBER 2024 MONTHLY REPORT**

Number of Calls

33

Total Calls for Year

381

| FIRE ALARMS DISPATCHED: | | NUMBER | STRUCTURE | CONTENTS | MISC. | TOTALS TO DATE |
|-------------------------------|--|-----------|--|-----------------|------------------|------------------|
| ACTUAL FIRES | | | | | | |
| Structure - MH Commercial | | | | | | \$0 |
| Structure - MH Residential | | | | | | \$859,600 |
| Structure - Contract Areas | | | | | | \$0 |
| Cooking Fire - confined | | | | | | \$5,000 |
| Vehicle - MH | | 1 | \$17,000 | | | \$63,124 |
| Vehicle - Contract Areas | | | | | | \$0 |
| Grass/Brush/No Value MH | | | | | | |
| Grass/Brush/No Value Contract | | | | | | |
| Other Fire | | | | | | |
| OVERPRESSURE RUPTURE | | | | | | |
| Excessive heat, scorch burns | | | | | | |
| MEDICAL | | | | | | |
| Emergency Medical/Assist | | 5 | | | | |
| Vehicle accident w/injuries | | 5 | | | | |
| Extrication | | | | | | |
| Medical, other | | | | | | |
| HAZARDOUS SITUATION | | | | | | |
| Spills/Leaks | | 2 | | | | |
| Carbon Monoxide Incident | | 1 | | | | |
| Power line down | | | | | | |
| Arcing, shorting | | | | | | |
| Hazardous, Other | | 1 | | | | |
| SERVICE CALL | | | | | | |
| Smoke or odor removal | | | | | | |
| Assist Police or other agency | | | | | | |
| Service Call, other | | 2 | | | | |
| GOOD INTENT | | | | | | |
| Good Intent | | | | | | |
| Dispatched & Cancelled | | 2 | | | | |
| Smoke Scare | | | | | | |
| HazMat release investigation | | 1 | | | | |
| Good Intent, Other | | | | | | |
| FALSE ALARMS | | | | | | |
| False Alarm | | | | | | |
| Malfunction | | 1 | | | | |
| Unintentional | | 3 | | | | |
| False Alarm, other | | 3 | | | | |
| MUTUAL AID | | 6 | | | | |
| Total Calls | | 33 | | | | |
| | | | TOTAL MONTHLY FIRE LOSSES | | | |
| | | | \$17,000 | \$0 | \$0 | |
| | | | FIRE LOSS TOTALS | | | |
| | | | ALL FIRES, ALL AREAS (MONTH) <u>\$17,000</u> | | | |
| | | | Mendota Heights Only Structure/Contents | | | \$922,724 |
| | | | Mendota Heights Only Miscellaneous | | | \$5,000 |
| | | | Mendota Heights Total Loss to Date | | | \$927,724 |
| | | | Contract Areas Loss to Date | | | \$0 |
| | | | Total Losses | | | \$927,724 |
| | | | LOCATION OF FIRE ALARMS | | | |
| | | | | Current | To Date | Last Year |
| | | | Mendota Heights | 24 | 286 | 299 |
| | | | Lilydale | 2 | 22 | 31 |
| | | | Mendota | 0 | 11 | 7 |
| | | | Sunfish Lake | 1 | 22 | 27 |
| | | | Mutual Aid | 6 | 40 | 30 |
| | | | Total: | 33 | 381 | 394 |
| | | | FIRE MARSHAL'S TIME FOR MONTH | | | |
| | | | Inspections | | | |
| | | | Investigations | | | |
| | | | Re-Inspection | | | |
| | | | Meetings | | | |
| | | | Administration | | | |
| | | | Plan Review/Training | | | |
| | | | TOTAL: | | | 0 |
| WORK PERFORMED | | | Hours | To Date | Last Year | |
| Fire Calls | | | 441.5 | 4771.5 | 5059.5 | |
| Meetings | | | 9.5 | 613.25 | 442.5 | |
| Training | | | 250 | 4224 | 4021 | |
| Special Activity | | | 0 | 823.3 | 1027 | |
| Fire Marshal | | | 0 | 0 | 0 | |
| TOTALS | | | 701 | 10432.05 | 10550 | |

**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Approve Massage Therapist License

ITEM TYPE: Consent Item

DEPARTMENT: Administration

CONTACT: Nancy Bauer, City Clerk

ACTION REQUEST:

Approve a Massage Therapist License

BACKGROUND:

Jeanne Lecher has applied for a massage therapist license to work at Green Lotus Yoga and Healing Center. She has completed the application requirements, paid the fee, and passed the background investigation.

FISCAL AND RESOURCE IMPACT:

N/A

ATTACHMENTS:

None

CITY COUNCIL PRIORITY:

Inclusive and Responsive Government

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CITY OF MENDOTA HEIGHTS
TREASURER'S REPORT NOVEMBER 2024

7.h

| | <u>BALANCE</u> | <u>COLLATERAL</u> |
|---|------------------------|-------------------|
| <u>Deerwood Bank</u> | | |
| Checking Account .03% | \$6,237,388.34 | |
| Collateral - Bonds | | \$3,240,000.00 |
| Gov't. Guar. | | \$200,000.00 |
| <u>Investments</u> | <u>Cost</u> | <u>PV</u> |
| Saving Cert 7/27/2020 @ 1.50% Cherokee | \$14,540.30 | \$14,540.30 |
| FHLB 1.35% 2/11/25 | \$490,000.00 | \$486,859.10 |
| FHLB 0.75% 10/14/25 | \$500,000.00 | \$489,460.00 |
| FHLB 0.80% 2/25/26 | \$340,000.00 | \$326,032.80 |
| FHLB 1.00% 3/16/26 | \$505,000.00 | \$483,704.15 |
| FHLB 1.00% 6/30/26 | \$300,000.00 | \$287,556.00 |
| FHLB 1.25% 8/26/26 | \$250,000.00 | \$238,107.50 |
| FHLMC 5.25% 12/4/28 | \$500,000.00 | \$500,010.00 |
| FHLMC 4.125% 8/13/29 | \$497,500.00 | \$493,180.00 |
| Webbank 1.00% 12/30/24 | \$135,000.00 | \$134,596.35 |
| JP Morgan 1.10% 1/31/25 | \$245,000.00 | \$243,530.00 |
| Morgan Stanley Private Bank 0.70% 3/20/25 | \$245,000.00 | \$242,550.00 |
| Ally Bank 2.60% 4/14/26 | \$245,000.00 | \$239,521.80 |
| Sallie Mae Bank 1.00% 7/8/26 | \$144,000.00 | \$136,774.08 |
| Goldman Sachs Bank 1.05% 9/22/26 | \$160,000.00 | \$151,217.60 |
| State Bank of India 1.10% 9/28/26 | \$245,000.00 | \$231,654.85 |
| Popular Bank 4.60% 4/19/27 | \$245,000.00 | \$247,366.70 |
| Discover Bank 3.35% 7/12/27 | \$235,000.00 | \$230,344.65 |
| Capital One 3.40% 8/17/27 | \$245,000.00 | \$240,345.00 |
| Capital One USA 3.40% 8/17/27 | \$245,000.00 | \$240,345.00 |
| BMW Bank America 4.85% 9/29/27 | \$245,000.00 | \$249,711.35 |
| Morgan Stanley Bank 4.45% 5/3/28 | \$245,000.00 | \$247,846.90 |
| Toyoata Financial Savings Bank 4.20% 8/8/28 | \$245,000.00 | \$245,994.70 |
| Central State Bank 4.50% 5/22/29 | \$245,000.00 | \$249,508.00 |
| Customers Bank 4.55% 6/27/29 | \$245,000.00 | \$249,971.05 |
| Fidelity Institutional Government Portfolio (Piper) | \$14,791,188.44 | \$14,791,188.44 |
| Gov't. Securities Fund 28% Sold 6/4 | \$433,187.00 | |
| MMkt Fd (WF) | \$341,885.49 | |
| TOTAL FUNDS AVAILABLE 11/30/2024 | \$28,814,689.57 | |
| Funds Available 1/1/2024 | \$25,004,259.44 | |

| | <u>Rates</u> | <u>Money</u> | <u>Market</u> |
|-----|--------------|--------------|---------------|
| Nov | Bank | | 0.03% |
| | 5 Yr. Tr. | | 4.05% |
| | 10 Yr. Tr. | | 4.18% |

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REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 21, 2025

AGENDA ITEM: Approve a Letter of Support for MnDOT Slope Stability Study on Highway 13

ITEM TYPE: Consent Item

DEPARTMENT: Engineering

CONTACT: Ryan Ruzek, Public Works Director

ACTION REQUEST:

Approve a letter of support for a MnDOT Federal Highway application to study slope stability along Highway 13.

BACKGROUND:

In 2024, Highway 13 between Wachtler Avenue and Sylvandale Road was closed for several months due a slope failure. MnDOT is proposing to submit a grant application to the Federal Highway Administration to conduct a slope stability study. Below is the request from MnDOT.

Minnesota Department of Transportation (MnDOT) is requesting your support for the MnDOT Highway 13 Slope Stability Planning Project as an application for grant funding under the Federal Highway Administration's FY 2024-2025 Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) program. The Highway 13 Slope Stability Planning Project will study ongoing slope failures and develop long-term solutions that improve the resilience of Highway 13 to withstand the changing climate. The planning study will focus on Highway 13 located between 2nd St. to Annapolis St. in Dakota County where slope slides have caused road closures, long detours, and expensive emergency repairs.

A letter of support from the City of Mendota Heights will benefit MnDOT's application overall competitiveness by demonstrating support among impacted stakeholders.

FISCAL AND RESOURCE IMPACT:

The City of Mendota Heights is not asked to provide local funding towards this study.

ATTACHMENTS:

1. MnDOT Highway 13 Slope Stability Planning - Letter of Support
2. MnDOT PROTECT Hwy13 fact sheet

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure, Environmental Sustainability & Stewardship, Inclusive and Responsive Government



January 23, 2025

The Honorable Secretary
United States Department of Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

Re: Letter of Support for MnDOT's Highway 13 Slope Stability Planning Project Funding Pursuit

To Whom It May Concern:

I am writing to express support for the Minnesota Department of Transportation's (MnDOT) application for funding through the FY2024-2025 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program. The City of Mendota Heights recognizes the critical need for enhanced safety and resilience to climate-related impacts along Highway 13, especially as a vital north-south connector for the City.

In alignment with the vision and goals of the PROTECT Program, the Highway 13 Slope Stability Planning Project will study ongoing issues and develop solutions that improve the resilience of Highway 13 in Mendota Heights, MN. Located along the steep terrain of the Mississippi River in the heart of the Minneapolis–Saint Paul metropolitan region, Highway 13 experiences critical slope failures due to natural hazards and climate stressors such as extreme precipitation. Slope failures caused Highway 13 to close three times since 2015 which has had a detrimental impact on the economy and residents of Mendota Heights.

Minnesota's climate, geology, and terrain along the river increase the incidence of slope failures due to saturation of the soil along slopes and beneath the roadway. As a result, roadways and bridges have to be entirely closed until expensive emergency repairs and short-term stabilization efforts are complete. Slope failures in the project corridor have further damaged the nearby regional trail and impacted the Union Pacific freight rail line. Such lengthy closures impact the movement of people and freight along the first ring of suburbs south of St. Paul and lead to traffic diversion onto other already congested arterial highways.

MnDOT is well positioned to make efficient and impactful use of federal funding through the PROTECT Program. Given the increasing severity of extreme weather events due to climate

change, proactive measures like the Highway 13 Slope Stability Planning Project are crucial to ensuring the resilience of our transportation infrastructure. This project will leverage MnDOT's slope stability research to propose a comprehensive and strategic approach to reducing these risks. The study results will provide a detailed plan for MnDOT to improve the resiliency of Highway 13. The study results will be incorporated into the scoping of a pavement project MnDOT has planned for the corridor in 2032.

In light of the urgent need to address these slope vulnerabilities and the demonstrated capacity of MnDOT to deliver high-quality infrastructure projects, we wholeheartedly support this application for funding through the FY2024-2025 PROTECT Discretionary Grant Program.

Thank you for your consideration and the opportunity for me to voice our support for this important project.

Sincerely,

Stephanie B. Levine, Mayor
City of Mendota Heights

The Hwy 13 Slope Stability Planning Project in Mendota Heights will investigate slope failures within the corridor and formulate long-term strategies to enhance resilience. By bolstering resilience, the project seeks to mitigate slope failures and ensure continued access for residents, educational institutions, businesses, as well as cyclists and pedestrians utilizing the Big Rivers Regional Trail. Enhancing resilience is expected to decrease the occurrence and consequences of landslides, resulting in substantial cost savings for MnDOT by preventing future repairs and maintenance.

TODAY’S ISSUES

- A history of slope failures due to poor soils and heavy rain events.
- Slope failures are likely to become more frequent and severe with heavier rain events.
- A significant failure in June 2024 caused a closure to the highway for five months for emergency fixes.
- Slope failures damaging the Big Rivers Regional Trail and causing temporary closures.
- Maintenance and emergency fixes are expensive, difficult, and temporary.

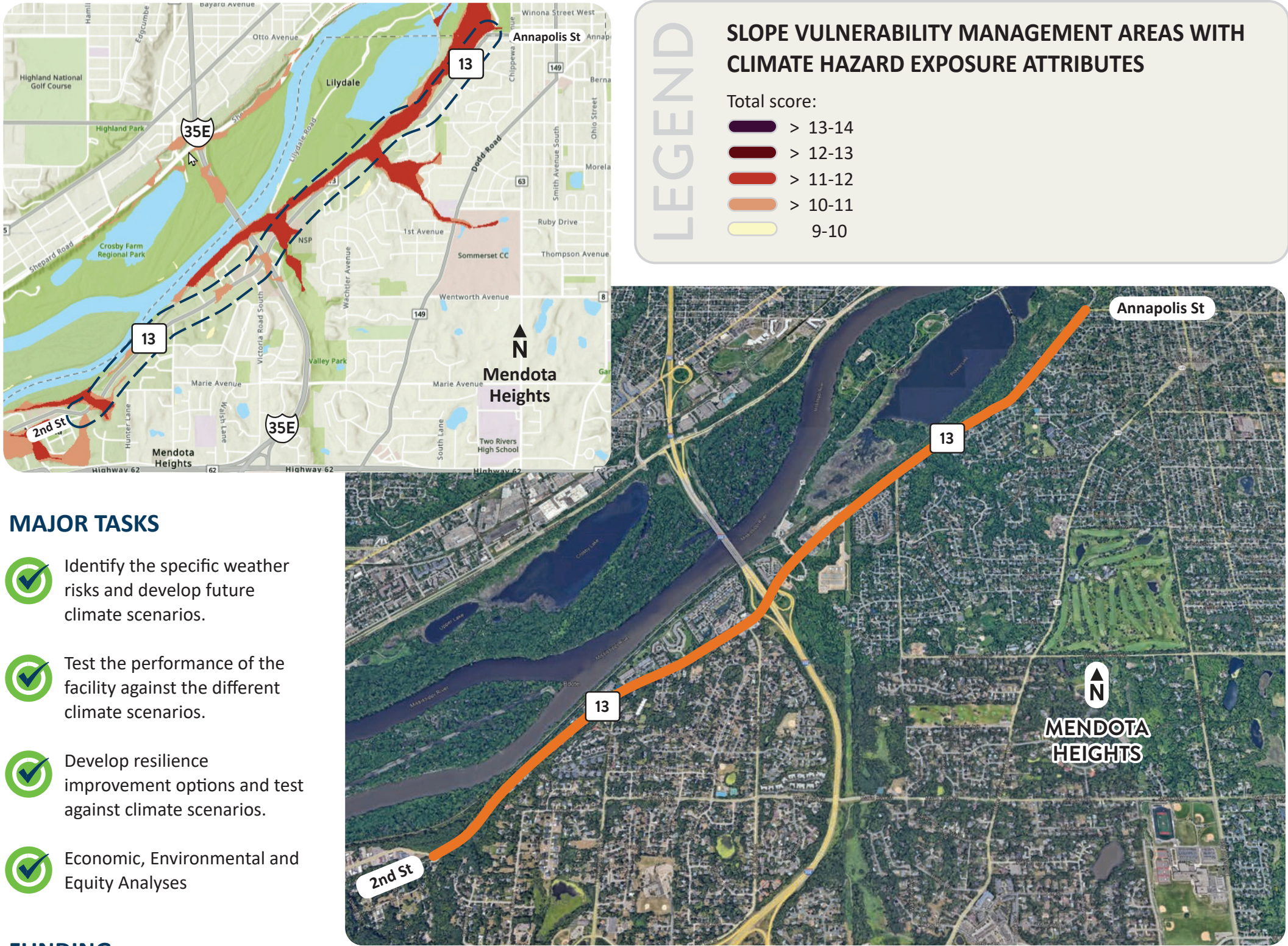
PROJECT BENEFITS

- Reduces potential and impact of future slope failures and maintains access to homes and businesses.
- Provides long-term solutions to manage underlying issues including drainage and slope stability.
- Protects the Big Rivers Regional Trail from future damage and closures.
- Recommendations from the planning project will be incorporated into a planned MnDOT pavement project in 2032.



HIGHWAY 13 SLOPE STABILITY PLANNING PROJECT


MENDOTA HEIGHTS, DAKOTA COUNTY, MINNESOTA



MAJOR TASKS

- 
Identify the specific weather risks and develop future climate scenarios.
- 
Test the performance of the facility against the different climate scenarios.
- 
Develop resilience improvement options and test against climate scenarios.
- 
Economic, Environmental and Equity Analyses

FUNDING

- 
The two-year planning project from 2026 to 2028 is expected to cost \$1.11 million.
- MnDOT is applying for a planning grant from the Federal PROTECT discretionary program to fund the project.

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REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 21, 2025

AGENDA ITEM: Authorize Master Services Agreement with I & S Group, Inc (ISG)

ITEM TYPE: Consent Item

DEPARTMENT: Engineering

CONTACT: Lucas Ritchie, Assitant City Engineer
Ryan Ruzek, Public Works Director

ACTION REQUEST:

Authorize a Master Services Agreement with I & S Group, Inc (ISG) to provide GIS Services

BACKGROUND:

The city has an established consultant pool. The purpose of establishing a consultant pool is to allow the City to simply award work orders to selected consultants within the pool without going through a full Request for Proposal (RFP) process for each work order. Selected consultants would have a rate schedule that would be accepted along with their Statement of Qualifications (SOQ) and would be held to those billing rates. A work-hour limit could be negotiated within each work order issued so a "not to exceed" price is arrived at prior to work order award.

This is a process many other cities throughout the Metro Area use for managing their consultants, and it has proven effective in saving staff time by eliminating the drafting, publishing RFPs, reviewing proposals and awarding contracts. Mendota Heights entered in a Master Services Agreement with the following consulting firms in 2016 unless otherwise noted:

1. General Municipal Services (project development, feasibility reports, etc.)
 - a. Bolton & Menk
 - b. SRF Consulting Group (MnDOT specialty)
 - c. Stantec
 - d. TKDA (MnDOT specialty)
 - e. WSB & Associates
 - f. KLJ (added in 2018)
2. Landscape Architecture

- a. Kimley-Horn
 - b. SRF Consulting Group
- 3. Geographic Information System (GIS)
 - a. Northpoint Geographic
 - b. RESPEC
- 4. Land Surveying
 - a. Stonebrooke Engineering
 - b. Sunde Land Surveying
- 5. Natural Resources/Water Resources (including surface water & storm sewer)
 - a. Barr
 - b. Emmons & Oliver Resources
 - c. MSA Professional Services
- 6. Geotechnical/Soils Analysis & Material Testing
 - a. Braun Intertec
 - b. Northern Technologies
- 7. Traffic/Transportation
 - a. SRF Consulting Group
 - b. Stonebrooke Engineering
- 8. Construction Inspections
 - a. Bolton & Menk
 - b. Stantec
- 9. Utilities
 - a. Foth Infrastructure & Environmental
 - b. Short, Elliott, & Hendrickson

City staff have received a proposal to provide Geographic Information System (GIS) services from ISG as needed on an on-call basis. The City utilizes GIS software to manage infrastructure throughout the City. To further assist staff in the capabilities with the City's GIS software, staff have requested a proposal from ISG to provide services to high-level questions and functions beyond the City's current capability. ISG provides a full suite of GIS on-call services and would act as an extension to City staff on requested GIS operations. The proposal is structured for ISG to provide GIS services as requested by City staff at a rate of \$120 / Hour. It is anticipated that staff would utilize this service a few hours a year for specific questions or requested actions outside of the City's current capabilities and could negotiate a not-to-exceed limits of hours or cost.

To approve the proposal at an administrative level, staff desires to add ISG to the existing consultant pool under Geographic Information System (GIS).

FISCAL AND RESOURCE IMPACT:

None at this time. Expenditures for consultant service within the pre-approved pool of firms would be dependent upon approved work with the City Capital Improvement Plan (CIP) or other budgeted projects or programs.

ATTACHMENTS:

1. I & S Group, Inc (ISG) Master Services Agreement

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This **MASTER AGREEMENT** (“Agreement” or “Master Agreement” herein) made between the **CITY OF MENDOTA HEIGHTS**, a Minnesota municipal corporation, hereinafter called the "OWNER", and I & S Group, Inc. (ISG), hereinafter called the "ENGINEER". OWNER intends to secure professional ENGINEERING services, according to the terms of this Agreement.

1. SUPPLEMENTAL AGREEMENT

OWNER intends to secure professional consulting services, which may include general municipal engineering, utility engineering, natural/water resources, landscape architectural, traffic analysis, geographic information system (GIS), material testing, construction inspection, and/or land survey services on an ongoing basis for general City of Mendota Heights services and multiple projects, according to the terms of this Master Agreement. OWNER and ENGINEER shall enter into project specific agreements (referred to herein as “Supplemental Agreements” or “Task Orders” or “Proposals”). This Master Agreement shall be deemed incorporated into the Supplemental Agreements unless a Supplemental Agreement specifically provides that it is not incorporated. If there is a conflict between the terms of the Supplemental Agreement and the Master Agreement, the terms of the Master Agreement shall control unless the Supplemental Agreement specifically provides that despite the conflict the terms of the Supplemental Agreement apply.

This Agreement is not a commitment by OWNER to ENGINEER to issue any Supplemental Agreements or Task Orders.

ENGINEER shall not be obligated to perform any prospective services unless and until OWNER and ENGINEER agree as to the particulars of the Specific Project, including the scope of ENGINEER’ services, time for performance, ENGINEER’S compensation, and all other appropriate matters, which shall be set forth in a written Supplemental Agreement, Proposal or Task Order.

1.1 TASK ORDERS ASSIGNED

1.1.1 OWNER, when assigning work to the ENGINEER, will provide a scope of work as part of any Task Order to the ENGINEER. The Task Order scope of work issued by OWNER may or may not include all provisions listed in the agreement herein.

1.1.2 ENGINEER will respond, within the specified time period in the Task Order, with a statement of understanding of the work requested and a “not-to-exceed” cost for completion of the work.

1.1.3 Once agreed upon, OWNER will authorize work on the delivery order to begin.

2. PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER

2.1 STUDY AND REPORT PHASE / FEASIBILITY REPORT

2.1.1. Consult with OWNER to clarify and define OWNER'S requirements for the Project, review available data and attend necessary meetings and be available for general consultation.

2.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in paragraph 4, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

2.1.4. Provide analyses of OWNER'S needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

2.1.5. Provide a general economic analysis of OWNER'S requirements applicable to various alternatives.

2.1.6. The ENGINEER shall conduct and prepare preliminary studies, layouts, sketches, preliminary field work, preliminary cost estimates, estimates of assessment rates, and shall assist the OWNER in obtaining required subsurface investigations as required for the preparation of the Feasibility Reports. The Feasibility Reports shall conform to the requirements of Minn. Stat. Chapter 429 if the cost of the project may be assessed in whole or part. The report shall contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth ENGINEER'S findings and recommendations. This Report will be accompanied by ENGINEER'S opinion of probable costs for the Project, including the following which will be separately itemized: construction cost and indirect cost consisting of engineering costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER. The total of all construction and indirect costs are hereinafter called "Total Project Costs".

2.1.7. Furnish five (5) printed copies of the Study and Report documents and one (1) electronic file and review them in person with OWNER.

2.1.8. The ENGINEER shall assist with presenting the Feasibility Reports to the proper reviewing agencies and to the City Council. The ENGINEER shall appear at the public hearing to present the information.

2.2 PRELIMINARY DESIGN PHASE

2.2.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project; attend necessary meetings and be available for general consultation.

2.2.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.3. Advise OWNER if additional data or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such data and services.

2.2.4. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Total Project Costs.

2.2.5. Furnish preliminary legal descriptions and exhibits for all permanent and temporary easements anticipated to construct the Project.

2.2.6. Furnish three (3) copies of the above Preliminary Design documents and one (1) electronic copy and present and review them in person with OWNER

2.3 FINAL DESIGN PHASE

2.3.1. On the basis of the accepted Preliminary Design documents, the City's design standards, and the revised opinion of probable Total Project Costs prepare for incorporation in the Bidding Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Plans") and Specifications.

2.3.2. Provide technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist OWNER in consultations with appropriate authorities. The ENGINEER shall submit all applications and permit support data to the appropriate agencies and submit copies to the OWNER.

2.3.3. Based on property information received from OWNER in accordance with Paragraph 4.4, provide legal descriptions and exhibits for all easements, property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work.

2.3.4. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Plans and Specifications.

2.3.5. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.6. Attend necessary hearings and meetings and be available for general consultation.

2.3.7. Furnish three (3) copies of the listed Final Design documents, including the Plans and Specifications, and present and review them in person with OWNER.

2.3.8. The ENGINEER shall furnish one copy of all design calculations when requested by OWNER.

2.4 BIDDING OR NEGOTIATING PHASE

2.4.1. The ENGINEER shall prepare and forward the Advertisement for Bids to the designated publications, online bidding site, and official newspaper and the OWNER. The ENGINEER shall supply up to thirty (30) sets of full size final Plans and Specifications for use in obtaining bids and submitting for general review. The ENGINEER shall maintain a record of

prospective bidders to whom Bidding Documents have been issued, attend pre-bid meetings and receive and process deposits for Bidding Documents.

2.4.2. Prepare Contract Documents.

2.4.3. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.4. Consult with and advise OWNER as to the acceptability of the prime contractor and subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work where acceptability is required by the Bidding Documents.

2.4.5. Consult with and advise OWNER concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

2.4.6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bidder qualifications and recommendations on bids, and in assembling and awarding contracts for construction, materials, equipment and services.

2.5 CONSTRUCTION PHASE

2.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER'S representative. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in the General Conditions except as otherwise provided in writing. The General Conditions shall not be modified without the written agreement of the OWNER.

2.5.2. Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems reasonable and necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s) work. In addition, if requested by OWNER, ENGINEER shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if the work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work.

2.5.2.2. The Resident Project Representative (and any assistants) will be under ENGINEER'S supervision.

2.5.2.3. ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct, or have control over Contractor(s)' work, nor shall ENGINEER have control or charge of and shall not be responsible for the Contractor(s)' means,

methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

2.5.2.4. If ENGINEER observes or otherwise becomes aware of defects or deficiencies in the work, or nonconformance to the Contract Documents, ENGINEER shall promptly give written notice thereof to OWNER.

2.5.3. Defective Work. During such visits and on the basis of such observation, ENGINEER may disapprove of or may reject Contractor(s) work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.5.4. Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required for OWNER'S approval.

2.5.5. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.6. Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

2.5.7. Inspections and Tests. ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work by Contractor, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). ENGINEER shall be entitled to rely on the results of such tests.

2.5.8. ENGINEER shall respond to all written claims submitted by Contractor in a timely fashion. ENGINEER shall not be liable to OWNER or any third party for the results of any such interpretations or decisions rendered in good faith.

2.5.9. Applications for Payment. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

- 2.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts and the OWNER shall verify the amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER'S review of Contractor(s)' work for the purposes of recommending payment will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose on ENGINEER responsibility to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.5.10. Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of insurance, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates on inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

2.5.11. Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and give written notice

to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 2.5.5.

2.5.12. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractors' or suppliers' agents or employees of any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 2.5.1 through 2.5.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

2.6 OPERATIONAL PHASE

2.6.1. Intentionally omitted.

2.6.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.6.3. Assist OWNER in training OWNER'S staff to operate and maintain the Project. Training shall be mutually agreed upon within the Supplemental Agreement or Task Order as Additional Services as defined in Section 3 of this agreement.

2.6.4. Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.6.5. Within ninety (90) days after completion of a Project, prepare a set of reproducible record prints of Drawings and an electronic version that satisfy the City of Mendota Heights Record Drawing requirements, attached hereto, showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considered significant. ENGINEER will not be responsible for any errors or omissions in the information provided by Contractor that is incorporated in the record drawings and record documents. Final payment will be made only after record drawings are received by the OWNER.

2.6.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.6.7. Assist OWNER in preparation of assessment roll for City of Mendota Heights improvement projects and attend assessment hearings.

3. ADDITIONAL PUBLIC IMPROVEMENT PROJECT SERVICES OF ENGINEER

3.1 SERVICES REQUIRING ADVANCE AUTHORIZATION.

If authorized in writing by OWNER, ENGINEER may furnish or obtain from others Additional Services of the types listed in paragraphs 3.1.1 through 3.1.12, inclusive. These services are not included as part of Basic Services except to the extent provided otherwise by attached Supplemental Agreement or Task Order and will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

3.1.2. Field Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished to OWNER by others, including surveys to verify location or improve accuracy of record information provided by Contractor under Paragraph 2.6.5.

3.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER'S control.

3.1.4. Providing renderings or models for OWNER'S use.

3.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

3.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing; assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 4.4.

3.1.8. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER'S office.

3.1.9. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in paragraph 2.4.

3.1.10. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.5.10.

3.1.11. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless the ENGINEER is a defendant (except for assistance in consultations which is included as part of Basic Services.

3.1.12. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 4, and services not otherwise provided for in this Agreement.

3.2 SERVICES NOT REQUIRING ADVANCE AUTHORIZATION.

When required by the Contract Documents in circumstances beyond ENGINEER'S control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services listed in paragraphs 3.2.1 through 3.2.5, inclusive. ENGINEER shall be entitled to additional compensation for any and all Additional Services rendered under any applicable Supplement Agreement or Task Order. These services are not included as part of Basic Services except to the extent provided otherwise by attached Supplemental Agreement or Task Order. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER.

3.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the Additional Services rendered.

3.2.2. Services in making revisions to Plans and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award to each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial use of any part of the Project by OWNER prior to Substantial Completion.

4. OWNER'S PUBLIC IMPROVEMENT PROJECT RESPONSIBILITIES.

OWNER shall do the following:

4.1 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement, such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.

4.2 Provide criteria and information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and

expandability, and any budgetary limitations; and furnish copies of design and construction standards OWNER will require to be included in the Plans and Specifications.

4.3 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4 Furnish to ENGINEER as required for performance of ENGINEER'S Basic Services except to the extent provided otherwise by attached amendment, the following:

4.4.1. Data prepared by or services of others, including without limitation, borings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

4.4.2. Appropriate professional interpretations of all the foregoing;

4.4.3. Environmental assessment and impact statements, if needed;

4.4.4. Property, boundary, easement, right-of-way, topographic and utility surveys;

4.4.5. Property descriptions; and

4.4.6. Zoning, deed and other land use restrictions;

All of which ENGINEER may use and rely upon in performing services under this Agreement.

4.5 Provide engineering surveys or authorize ENGINEER to establish reference points for construction to enable Contractor(s) to proceed with the layout of the work.

4.6 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER. Obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

4.8 Prepare applications and provide support for approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulations, ordinance, code or order applicable to their furnishing and performing the work.

4.10 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such

other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in a supplemental agreement.

4.11 If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.12 Furnish to ENGINEER data or estimated figures as to OWNER'S anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

4.13 Attend the pre-bid meeting, bid opening, pre-construction meetings, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

4.14 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER'S services, or any defect or nonconformance in the work of any Contractor.

4.15 Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

4.16 Require all Private Utilities with facilities in the OWNER'S right of way to:

- (a) Locate and mark said utilities upon request;
- (b) Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work;
- (c) Submit a schedule of the necessary relocation/protection activities to the OWNER for review.

4.17 Bear all costs incident to compliance with the requirements of this Section 4.

5. PERIODS OF PROJECT SERVICE

5.1 The provisions of Section 6 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2 The services called for in the Study and Report Phase will be completed and the Report submitted within the agreed period after written authorization to proceed with that phase of services which will be given by OWNER.

5.3 After acceptance by OWNER of the Study and Report Phase documents indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase and shall submit preliminary design documents and a revised opinion of probable Total Project Costs within the agreed period.

5.4 After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Total Project Costs, indicating any specific modifications or changes in the general scope, extent or character of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase; and shall deliver Contract Documents and a revised opinion of probable Total Project Costs for all work of Contractor(s) on the Project within the agreed period.

5.5 ENGINEER'S services under the Study and Report Phase, Preliminary Design Phase, and Final Design Phase, shall each be considered complete when the submissions for that phase have been accepted by OWNER.

5.6 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s).

5.7 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

5.8 The Operational Phase will commence during the Construction Phase and will terminate upon the last of the following events: (1) one year after the date of Substantial Completion, as defined in the Contract Documents, if the last prime contract for construction, materials and equipment on which substantial completion is achieved; (2) after final payment to the Contractor(s); (3) after all known issues have been satisfactorily resolved.

5.9 If OWNER requests significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER'S services shall be adjusted equitably.

5.10 OWNER shall give prompt authorization to proceed or not proceed with any phase of services after completion of the immediately preceding phase.

5.11 In the event that the work designed or specified by ENGINEER is to be furnished or performed under more than one prime contract, or if ENGINEER'S services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts.

6. PAYMENTS TO ENGINEER

6.1 PAYMENT.

For Project services, ENGINEER will be paid in accordance with the Supplemental Agreement or Task Order between the parties for the Project, at the hourly rate specified in Exhibit A.

6.2 OTHER PROVISIONS CONCERNING PAYMENTS.

6.2.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty five (35) days after receipt of ENGINEER'S statement therefor, the amounts due ENGINEER will be increased at the rate of one-half percent (1/2%) per month from said thirtieth day, and in addition, ENGINEER may, after giving seven (7) days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

6.2.2. In the event of termination by OWNER under paragraph 8.1 upon the completion of any phase of the Basic Services or Additional Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services or Additional Services, ENGINEER will be paid for services actually and necessarily rendered during that phase by ENGINEER'S principals and employees engaged directly on the Project, on the basis of ENGINEER'S Hourly Costs based upon the fee schedule set forth in the Supplemental Services or Task Order.

In the event of any such termination, ENGINEER also will be reimbursed for the reasonable charges of independent professional associates and consultants employed by ENGINEER to render all Basic Services and Additional Services and any unpaid reimbursables.

6.2.3. Records of ENGINEER'S time pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with ENGINEER'S normal and customary practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER'S services.

6.2.4. ENGINEER shall comply with Minnesota Statute § 471.425. ENGINEER must pay its own Subcontractor for all undisputed services provided by Subcontractor within ten (10) days of ENGINEER'S receipt of payment from OWNER. ENGINEER must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100) or more is Ten Dollars (\$10).

7. CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include indirect costs such as ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to paragraph 4. (Construction Cost is one of the items comprising Total Project Cost which is defined in paragraph 2.2.6).

7.2 OPINIONS OF COST.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER.

8. GENERAL

8.1 INDEPENDENT CONTRACTOR.

The City of Mendota Heights hereby retains ENGINEER as an independent contractor upon the terms and conditions set forth in this Master Agreement. The ENGINEER is not an employee of the City of Mendota Heights and is free to contract with other entities as provided herein. ENGINEER shall be responsible for selecting the means and methods of its own services in performing the work. ENGINEER shall furnish any and all supplies, equipment, and incidentals necessary for ENGINEER'S performance under this Agreement. The City of Mendota Heights 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 of Mendota Heights. 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.

8.2 TERMINATION.

OWNER may terminate this Agreement and any Supplemental Agreement or Task Order without cause by written notice delivered to the ENGINEER. Upon termination under this provision, if there is no fault of the ENGINEER, the ENGINEER shall be paid for all services rendered and reimbursable expenses until the effective date of termination. If however, the OWNER terminates the Agreement because the ENGINEER has failed to perform in accordance with this Agreement, no further payment shall be made to the ENGINEER, and the OWNER may retain another contractor to undertake or complete the work identified in the Contract Documents. ENGINEER may terminate this Agreement and any other Supplement Agreement or Task Order if OWNER fails to perform any obligation under this Agreement, including but not limited to failing to pay ENGINEER for services rendered under the Agreement, or any Supplemental Agreement or Task Order.

8.3 DOCUMENTS, WORK PRODUCT, & INSTRUMENTS OF SERVICE.

The work product of ENGINEER, including data, information, drawings, results, ideas, developments, plans, specifications, reports or inventions, regardless of format or media, which ENGINEER conceives or reduces to practice during the course of its performance under this Agreement are Instruments of Service, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER). ENGINEER

grants to the City of Mendota Heights and irrevocable license to use such Instruments of Service as deemed necessary by the City of Mendota Heights. ENGINEER will furnish the City of Mendota Heights with electronic data versions of drawings, reports or other written documents (“Digital Data”) compatible with the City of Mendota Heights’ software if requested by the City of Mendota Heights and provide such information in hard copy form. In the event of any conflict between hard copy documents and the Digital Data, the hard copy document shall govern. The Digital Data shall be prepared in a format determined by ENGINEER. Any Digital Data submitted by the ENGINEER to the City of Mendota Heights is submitted for an acceptance period of 60 days (“Acceptance Period”). Any defects, to the extent caused by ENGINEER’s negligence, which are discovered by the City of Mendota Heights during this period and which are reported to the ENGINEER will be corrected by the ENGINEER at no extra charge. For correction of defects reported to the ENGINEER after the Acceptance Period, the City of Mendota Heights shall compensate ENGINEER on an hourly basis at ENGINEER’s billing rates. The City of Mendota Heights understands that the Digital Data is perishable and the City of Mendota Heights is responsible for maintaining it. All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the ENGINEER’s performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 1984, Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. ENGINEER makes no representation that Instruments of Service provided for any specific project are suitable for reuse, modification or benefit of City of Mendota Heights or others on extensions of the Project, modifications or any other project. Any reuse or modification of ENGINEER’s Instruments of Service without written verification or adaption by ENGINEER, as appropriate for the specific purpose intended, will be at the City of Mendota Heights’ sole risk and without liability or legal exposure to ENGINEER. The City of Mendota Heights shall indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorneys’ fees, arising out of any reuse or modification of the Instruments of Service without the participation of the ENGINEER.

8.4 MINNESOTA GOVERNMENT DATA PRACTICES ACT.

The 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 the ENGINEER pursuant to this Agreement. In the event the ENGINEER receives a request to release data, the ENGINEER must notify the OWNER prior to releasing any data. The OWNER will give the ENGINEER instructions concerning the release of the data to the requesting party before the data is released and the ENGINEER will be reimbursed as Additional Public Improvement Services by OWNER under Paragraph 3.1 for ENGINEER’S reasonable costs in complying with a request to release data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

8.5 INSURANCE

8.5.1. ENGINEER shall secure and maintain such insurance as will protect ENGINEER from claims under the Worker's Compensation Acts, automobile liability, 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 | \$1,000,000 each occurrence/aggregate |
| Automobile Liability | \$1,000,000 combined single limit |
| Excess/Umbrella Liability | \$10,000,000 each occurrence/aggregate |

The OWNER shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis. That part of the Excess/Umbrella Liability Insurance limit in excess of the required Excess/Umbrella coverage may be utilized to supplement and meet the required limits for Commercial General and Automobile Liability Insurance.

8.5.2. Professional Liability Insurance. The ENGINEER shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the OWNER, in the insured's capacity as ENGINEER, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$250,000 unless the OWNER agrees to a high deductible.

8.5.3. Before commencing work the ENGINEER shall provide the OWNER a certificate of insurance evidencing the required insurance coverage. The certificate shall provide that such insurance will not be canceled until at least 10 days prior written notice has been given to ENGINEER and OWNER in the case of cancellation due to non-payment of premium and at least 30 days prior written notice for any other reason, or such longer notification periods as may be required by statute. Within three days of receipt of such written notice, ENGINEER shall provide a copy of the notice to OWNER.

8.5.4 ENGINEER shall procure and maintain insurance as required by and set forth in this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, members, partners, agents, employees, and Consultants to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages to the extent caused by, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence of ENGINEER or ENGINEER'S officers, directors, members, partners, agents, employees, or Consultants (hereafter "OWNER'S Claims"), shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER'S insurers in settlement or satisfaction of OWNER'S Claims under the terms and conditions of ENGINEER'S insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.

8.6 INDEMNIFICATION.

The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold OWNER harmless from any damage, liability, or cost (including reasonable attorney's fees) to the extent caused by ENGINEER's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the ENGINEER is liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability, or cost (including reasonable attorney's fees) to the extent caused by OWNER's acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subcontractors or anyone for whom the OWNER is liable.

8.7 STANDARD OF CARE.

ENGINEER shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. ENGINEER shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. OWNER agrees to make no delay claim or other related claims against ENGINEER provided that ENGINEER has exercised reasonable diligence in the execution of its services. ENGINEER makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement or any Supplemental Agreement or Task Order. OWNER shall not be responsible for discovering deficiencies in the technical accuracy of ENGINEER'S services.

8.8 AFFIRMATIVE ACTION.

The ENGINEER agrees not discriminate against any person in accordance with federal, state and local regulations in the performance of services under this Agreement.

8.9 ETHICS.

The ENGINEER shall not assign any interest in this Agreement, Supplemental Agreement or Task Order, and shall not transfer any interest in the same without the prior written consent of the City. The ENGINEER shall not accept any private client or project which, by nature, places it in ethical conflict during its representation of the City. The ENGINEER shall maintain records that reflect all revenues, costs incurred and services provided in the performance of the Agreement. The ENGINEER will also agree that the City, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the ENGINEER which are relevant to the contract. The ENGINEER agrees that it has, or will secure at its own expense, all personnel required in performing services under the Agreement. Any and all personnel of the ENGINEER or other persons, while engaged in the performance of any work or services required by the ENGINEER under the Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City. The ENGINEER shall agree that nothing in the Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the ENGINEER as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The ENGINEER is to be and shall remain an independent contractor with respect to all services performed under the Agreement.

8.10 NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to give any rights to anyone other than OWNER and ENGINEER.

8.11 CONTROLLING LAW/VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the Dakota County District Court.

8.12 SUCCESSORS AND ASSIGNS

8.12.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party, to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

8.12.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

8.12.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and ENGINEER and not for the benefit of any other party.

8.13 PROMPT PAYMENT TO SUBCONTRACTORS.

ENGINEER agrees to comply with Minn. Stat. §471.425, Subd. 4a, to the extent it hires any subcontractor to complete services under this Agreement, Supplemental Agreement or Task Order.

8.14 COPYRIGHT/PATENT INFRINGEMENT.

ENGINEER shall indemnify OWNER for claims charging infringement of any copyright or patent by the reason of the use or adoption of any design, Drawings or Specifications supplied by ENGINEER, and ENGINEER shall hold harmless OWNER from loss or damage resulting therefrom. ENGINEER shall not be responsible for any claims charging infringement of any copyright or patent by reason of the use or adoption of and design, or Specification supplied by the OWNER.

8.15 NOTICES.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

8.16 SURVIVAL.

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

8.17 SEVERABILITY.

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.18 WAIVER.

A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

8.19 WAIVER OF CONSEQUENTIAL DAMAGES.

OWNER and ENGINEER mutually agree and hereby waive all claims of consequential damages arising from any disputes, claims, actions, suits, liability losses and damages arising out of or relating to ENGINEER'S services under this Agreement, Supplemental Agreement or Task Order.

8.20 CLAIMS AND DISPUTES.

If a dispute arises between the Parties, representatives of the Parties having authority to resolve the dispute shall meet within thirty (30) days of notification of dispute to resolve the dispute. If the dispute is not resolved within the thirty (30) days, the Parties shall submit the dispute to mediation with a third-party mediator mutually acceptable to the Parties. The cost of the mediator shall be borne equally by the Parties. The Parties shall include a similar mediation provision in all their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective contractors, subcontractors, sub-consultants, suppliers, and fabricators. Such mediation shall be a condition precedent to a Party filing any judicial proceeding against the other, except as to delinquent fees owed to ENGINEER. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in the state of Minnesota, where Minnesota law shall govern without regard to its conflict of laws provisions.

8.21 FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, pandemic, supply chain disruption, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this

provision (Force Majeure Event), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

8.22 ENVIRONMENTAL

ENGINEER is not responsible for the presence of hazardous materials on the Project site. ENGINEER, its principals, employees, agents, contractors and consultants shall perform no services, and assume no responsibility, for the discharge, investigation, detection, management, abatement or removal of any toxic or hazardous contaminants or materials relating to the Project or found at the Project site.

9. PRIOR AGREEMENT

This Agreement supersedes all prior written and oral contracts and agreements except for the following: _____

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF MENDOTA HEIGHTS

BY: _____
Its Mayor

BY: _____
Its _____

AND _____
Its City Clerk

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REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 21, 2025
AGENDA ITEM: Claims List Summary
ITEM TYPE: Consent Agenda
FROM: Kristen Schabacker, Finance Director *KMS*

BACKGROUND

Significant Claims

| | |
|---|-----------------|
| Michael Devito – AV Room Cooling – City Hall | \$ 6,253.00 |
| Tenvoorde Ford – Police Squads | \$ 347,913.58 |
| 1420 Perron Road Owners LLC – TIF Payment | \$ 25,731.90 |
| Axon – Body Camera Software/Maintenance & Storage | \$ 20,775.66 |
| Bond Trust Services – Bond Payments | \$ 2,532,873.75 |
| CivicPlus – CivicClerk/Monsidio Software | \$ 9,786.00 |
| Confluence – Parks Master Plan Services | \$ 9,850.10 |
| Danner – Victoria Curve Street Improvement Project Work | \$ 58,741.90 |
| Ivans Tree Service – Emerson Street Project Work | \$ 14,800.00 |
| Landbridge Ecological – Valley Park Grant Work | \$ 5,932.27 |
| League of MN Cities – Membership Dues/Training | \$ 14,908.00 |
| LOGIS – IT Services | \$ 12,609.58 |
| Mansfield Oil – Fuel | \$ 7,917.69 |
| Ryan Contracting – Emerson Street Project Work | \$ 435,172.19 |
| SafeAssure Consultants – Safety Training | \$ 8,796.36 |
| The Heights of Mendota – TIF Payment | \$ 119,902.13 |
| Tree Trust – 2024 Tree Sale | \$ 9,626.08 |

| | |
|---------------------|----------------|
| Manual Checks Total | \$ 358,468.58 |
| System Checks Total | \$3,442,640.48 |

Total of the list of claims for January 21, 2025 City Council meeting \$3,801,109.06

RECOMMENDATION

Staff recommends the Mendota Heights City Council approve the list of claims for January 21, 2025.

CITY OF MENDOTA HEIGHTS

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Claims List
MANUAL CHECKS
01/14/25 MAN

| Account | Comments | DEPT Descr | Amount |
|----------------------------------|----------------------------|----------------|--------------|
| BRANDOLF, JESSICA | | | |
| E 01-4490-050-50 | DRAINAGE & UTILITY EASEME | Road & Bridges | \$1.00 |
| BRANDOLF, JESSICA | | | \$1.00 |
| DEVITO, MICHAEL | | | |
| E 08-4335-000-00 | CITY HALL - COOLING AVA RO | Spec Fds | \$278.00 |
| E 08-4335-000-00 | CABLE ROOM - MINI SPLIT | Spec Fds | \$5,975.00 |
| DEVITO, MICHAEL | | | \$6,253.00 |
| HEIDELBERG, RENE | | | |
| E 01-4490-050-50 | DRAINAGE & UTILITY EASEME | Road & Bridges | \$1.00 |
| HEIDELBERG, RENE | | | \$1.00 |
| MISSION SQUARE (ICMA RETIREMENT) | | | |
| G 01-2073 | 1/3/25 PAYROLL | | \$150.00 |
| G 01-2072 | 1/3/25 PAYROLL | | \$4,150.00 |
| MISSION SQUARE (ICMA RETIREMENT) | | | \$4,300.00 |
| TENVOORDE FORD | | | |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| E 04-4610-020-20 | 2025 FORD SQUAD - PD | Police | \$49,701.94 |
| TENVOORDE FORD | | | \$347,913.58 |
| | | | \$358,468.58 |

CITY OF MENDOTA HEIGHTS

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Claims List
SYSTEM CHECKS
01/21/25 PAY

| Account | Comments | DEPT Descr | Amount |
|----------------------------------|----------------------------|--------------------|-------------|
| 1420 PERRON ROAD EAST OWNERS LLC | | | |
| G 39-2010 | PAY AS YOU GO NOTE | | \$25,731.90 |
| 1420 PERRON ROAD EAST OWNERS LLC | | | \$25,731.90 |
| ADVANCED SPORTSWEAR | | | |
| E 45-4410-045-45 | CLOTHING SAMPLES - PAR 3 | Golf Course | \$234.00 |
| ADVANCED SPORTSWEAR | | | \$234.00 |
| ALERUS RETIREMENT AND BENEFITS | | | |
| G 01-2010 | SERVICE FEE/ADMINISTRATIO | | \$85.00 |
| ALERUS RETIREMENT AND BENEFITS | | | \$85.00 |
| ALL CITY ELEVATOR, INC. | | | |
| E 08-4335-000-00 | JANUARY 2025 MAINTENANCE | Spec Fds | \$216.86 |
| ALL CITY ELEVATOR, INC. | | | \$216.86 |
| ALLEGRA PRINT & IMAGING | | | |
| G 01-2010 | BUSINESS CARDS - D. JOHNSO | | \$68.67 |
| ALLEGRA PRINT & IMAGING | | | \$68.67 |
| AMERICAN PRESSURE, INC. | | | |
| E 01-4335-310-50 | BLDG MAINT - PW | Road & Bridges | \$86.53 |
| E 15-4335-310-60 | BLDG MAINT - PW | Utility Enterprise | \$86.54 |
| E 01-4335-310-70 | BLDG MAINT - PW | Parks & Recreation | \$86.53 |
| AMERICAN PRESSURE, INC. | | | \$259.60 |
| ANCOM COMM INC | | | |
| E 01-4330-490-30 | EQUIP REPAIR - FIRE | Fire | \$150.00 |
| E 01-4330-490-30 | EQUIP REPAIR - FIRE | Fire | \$180.00 |
| E 01-4330-450-30 | RADIO MAINT - FIRE | Fire | \$65.00 |
| ANCOM COMM INC | | | \$395.00 |
| ASPEN MILLS | | | |
| E 01-4410-030-30 | UNIFORMS - FIRE | Fire | \$24.00 |
| G 01-2010 | UNIFORMS - FIRE | | \$116.68 |
| G 01-2010 | UNIFORMS - FIRE | | \$458.75 |
| ASPEN MILLS | | | \$599.43 |
| ASPEN WASTE SYSTEMS INC. | | | |
| E 45-4280-045-45 | JAN 2025 RUBBISH SERVICE - | Golf Course | \$152.85 |
| E 15-4280-310-60 | JAN 2025 RUBBISH SERVICE - | Utility Enterprise | \$296.36 |
| E 01-4280-310-50 | JAN 2025 RUBBISH SERVICE - | Road & Bridges | \$296.37 |
| E 01-4280-310-70 | JAN 2025 RUBBISH SERVICE - | Parks & Recreation | \$296.37 |
| E 01-4280-315-30 | JAN 2025 RUBBISH SERVICE - | Fire | \$243.08 |
| E 01-4220-085-85 | JAN 2025 ORGANIC RECYCLIN | Recycling | \$453.70 |
| E 08-4280-000-00 | JAN 2025 RUBBISH SERVICE - | Spec Fds | \$427.47 |
| ASPEN WASTE SYSTEMS INC. | | | \$2,166.20 |
| AXON ENTERPRISE (TASER INTL) | | | |
| E 01-4301-020-20 | BODY CAMERAS - PD | Police | \$20,775.66 |
| AXON ENTERPRISE (TASER INTL) | | | \$20,775.66 |
| BLANKS, JAFFREY | | | |
| G 01-2010 | 2024 4TH QTR PARK & REC CO | | \$75.00 |

CITY OF MENDOTA HEIGHTS

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Claims List
SYSTEM CHECKS
01/21/25 PAY

| Account | Comments | DEPT Descr | Amount |
|--------------------------|------------------------------|--------------------|----------------|
| BLANKS, JAFFREY | | | \$75.00 |
| BLUE CROSS BLUE SHIELD | | | |
| G 01-2071 | FEBRUARY 2025 HEALTH INSU | | \$692.26 |
| E 01-4131-070-70 | FEBRUARY 2025 HEALTH INSU | Parks & Recreation | \$3,720.88 |
| E 01-4131-050-50 | FEBRUARY 2025 HEALTH INSU | Road & Bridges | \$5,355.68 |
| BLUE CROSS BLUE SHIELD | | | \$9,768.82 |
| BOLTON & MENK INC | | | |
| G 01-2010 | BRIDGE INSPECTIONS - STREE | | \$628.00 |
| BOLTON & MENK INC | | | \$628.00 |
| BOND TRUST SERVICES CORP | | | |
| E 81-4455-000-00 | 2015A BOND ISSUE | Spec Fds | \$75,000.00 |
| E 87-4456-000-00 | 2018A BOND ISSUE | Spec Fds | \$11,175.00 |
| E 87-4455-000-00 | 2018A BOND ISSUE | Spec Fds | \$110,000.00 |
| E 85-4456-000-00 | 2017A BOND ISSUE | Spec Fds | \$9,006.25 |
| E 85-4455-000-00 | 2017A BOND ISSUE | Spec Fds | \$130,000.00 |
| E 83-4456-000-00 | 2016A BOND ISSUE | Spec Fds | \$5,782.50 |
| E 83-4455-000-00 | 2016A BOND ISSUE | Spec Fds | \$80,000.00 |
| E 81-4456-000-00 | 2015A BOND ISSUE | Spec Fds | \$9,225.00 |
| E 42-4456-000-00 | 2014B BOND ISSUE | Spec Fds | \$3,225.00 |
| E 42-4455-000-00 | 2014B BOND ISSUE | Spec Fds | \$70,000.00 |
| E 79-4456-000-00 | 2014A BOND ISSUE | Spec Fds | \$6,175.00 |
| E 79-4455-000-00 | 2014A BOND ISSUE | Spec Fds | \$85,000.00 |
| E 43-4455-000-00 | 2015C BOND ISSUE | Spec Fds | \$165,000.00 |
| E 94-4456-802-00 | 2021A BOND ISSUE | Spec Fds | \$27,400.00 |
| E 33-4226-000-00 | 2019A BOND ISSUE | Spec Fds | \$475.00 |
| E 83-4226-794-00 | 2016A BOND ISSUE | Spec Fds | \$100.00 |
| E 42-4226-000-00 | 2014B BOND ISSUE | Spec Fds | \$100.00 |
| E 79-4226-000-00 | 2014A BOND ISSUE | Spec Fds | \$100.00 |
| E 98-4456-804-00 | 2023A BOND ISSUE | Spec Fds | \$24,050.00 |
| E 33-4456-000-00 | 2019A BOND ISSUE | Spec Fds | \$86,325.00 |
| E 96-4455-803-00 | 2022A BOND ISSUE | Spec Fds | \$185,000.00 |
| E 33-4455-000-00 | 2019A BOND ISSUE | Spec Fds | \$420,000.00 |
| E 94-4455-802-00 | 2021A BOND ISSUE | Spec Fds | \$320,000.00 |
| E 93-4456-000-00 | 2020A BOND ISSUE | Spec Fds | \$20,910.00 |
| E 93-4455-000-00 | 2020A BOND ISSUE | Spec Fds | \$315,000.00 |
| E 89-4456-000-00 | 2019B BOND ISSUE | Spec Fds | \$22,675.00 |
| E 43-4456-000-00 | 2015C BOND ISSUE | Spec Fds | \$7,550.00 |
| E 89-4455-000-00 | 2019B BOND ISSUE | Spec Fds | \$300,000.00 |
| E 96-4456-803-00 | 2022A BOND ISSUE | Spec Fds | \$43,600.00 |
| BOND TRUST SERVICES CORP | | | \$2,532,873.75 |
| BOUND TREE MEDICAL LLC | | | |
| E 01-4305-030-30 | OPERATING SUPPLIES - FIRE | Fire | \$164.90 |
| BOUND TREE MEDICAL LLC | | | \$164.90 |
| BROADCAST MUSIC INC. | | | |
| E 01-4435-200-70 | 1/1/2025-12/31/2025 MUSIC LI | Parks & Recreation | \$446.00 |
| BROADCAST MUSIC INC. | | | \$446.00 |
| CAMPBELL KNUTSON | | | |
| G 01-2010 | DEC 2024 PROSECUTION LEGA | | \$5,901.72 |

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|------------------------------------|-------------------------------|-------------|-------------|
| G 01-2010 | DEC 2024 EXPUNGEMENTS LEG | | \$20.89 |
| G 01-2010 | DEC 2024 MEETINGS LEGAL SE | | \$711.38 |
| G 01-2010 | DEC 2024 PLANNING LEGAL SE | | \$126.00 |
| G 01-2010 | DEC 2024 CLERK LEGAL SERVI | | \$234.00 |
| CAMPBELL KNUTSON | | | \$6,993.99 |
| CIVICPLUS | | | |
| G 01-1215 | CIVICCLERK & MONSIDO 1/1/2 | | \$1,631.00 |
| E 01-4301-114-14 | CIVICCLERK & MONSIDO 2/28/ | Info Tech | \$8,155.00 |
| CIVICPLUS | | | \$9,786.00 |
| COMCAST BUSINESS | | | |
| E 45-4210-045-45 | JAN 8-FEB 7 2025 SERVICE - P | Golf Course | \$357.74 |
| E 01-4268-030-30 | JAN 7-FEB 8 2025 SERVICE - FI | Fire | \$35.25 |
| COMCAST BUSINESS | | | \$392.99 |
| CONFLUENCE, INC. | | | |
| G 10-2010 | PARK SYSTEM MASTER PLAN | | \$9,850.10 |
| CONFLUENCE, INC. | | | \$9,850.10 |
| CORBETT, PATRICK | | | |
| G 01-2010 | 2024 4TH QTR PLANNING COM | | \$25.00 |
| CORBETT, PATRICK | | | \$25.00 |
| CRAWFORD DOOR | | | |
| G 01-2010 | BLDG MAINT - FIRE | | \$430.00 |
| G 08-2010 | BLDG MAINT - CITY HALL | | \$210.00 |
| CRAWFORD DOOR | | | \$640.00 |
| DAKOTA 911 (DAKOTA COMMUNICATIONS) | | | |
| E 01-4275-020-20 | JANUARY 2025 DISPATCH | Police | \$23,135.31 |
| E 01-4275-030-30 | JANUARY 2025 DISPATCH | Fire | \$705.69 |
| DAKOTA 911 (DAKOTA COMMUNICATIONS) | | | \$23,841.00 |
| DAKOTA COUNTY ENVIRONMENT MGMT | | | |
| G 15-2035 | 2024 JPA PUMP MAINTENANCE | | \$153.00 |
| DAKOTA COUNTY ENVIRONMENT MGMT | | | \$153.00 |
| DAKOTA COUNTY FINANCIAL SERVIC | | | |
| G 15-2035 | DEC 2024 RADIO SUBSCRIBER | | \$23.33 |
| G 01-2035 | DEC 2024 RADIO SUBSCRIBER | | \$839.88 |
| G 01-2035 | DEC 2024 RADIO SUBSCRIBER | | \$186.64 |
| G 01-2035 | DEC 2024 RADIO SUBSCRIBER | | \$933.20 |
| G 01-2035 | DEC 2024 RADIO SUBSCRIBER | | \$139.98 |
| G 01-2035 | DEC 2024 REPLACEMENT BATT | | \$1,188.00 |
| G 01-2035 | DEC 2024 RADIO SUBSCRIBER | | \$69.99 |
| DAKOTA COUNTY FINANCIAL SERVIC | | | \$3,381.02 |
| DANNER INC | | | |
| G 99-2010 | VICTORIA CURVE STREET IMP | | \$58,741.90 |
| DANNER INC | | | \$58,741.90 |
| DUNN, BILL | | | |
| G 01-2010 | 2024 4TH QTR ARC COMMISSI | | \$25.00 |
| DUNN, BILL | | | \$25.00 |

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| EATI (EMERGENCY AUTOMOTIVE TECH) | | | |
| E 01-4330-440-20 | EQUIP REPAIR - PD | Police | \$121.34 |
| EATI (EMERGENCY AUTOMOTIVE TECH) | | | \$121.34 |
| EKOS INC (GE SOFTWARE) | | | |
| E 01-4301-114-14 | EKOS FUEL PUMP SOFTWARE | Info Tech | \$1,920.00 |
| EKOS INC (GE SOFTWARE) | | | \$1,920.00 |
| EYE MED | | | |
| G 01-2071 | JANUARY 2025 PREMIUM | | \$20.22 |
| E 01-4131-050-50 | JANUARY 2025 PREMIUM | Road & Bridges | \$29.97 |
| G 01-2074 | JANUARY 2025 PREMIUM | | \$10.27 |
| E 15-4131-060-60 | JANUARY 2025 PREMIUM | Utility Enterprise | \$15.09 |
| E 08-4131-000-00 | JANUARY 2025 PREMIUM | Spec Fds | \$5.13 |
| E 01-4131-105-15 | JANUARY 2025 PREMIUM | Engineering Enterprise | \$10.26 |
| E 01-4131-070-70 | JANUARY 2025 PREMIUM | Parks & Recreation | \$5.13 |
| E 01-4131-110-10 | JANUARY 2025 PREMIUM | Administration | \$55.32 |
| E 01-4131-020-20 | JANUARY 2025 PREMIUM | Police | \$100.79 |
| EYE MED | | | \$252.18 |
| FAHRENKRUG, ROBERT | | | |
| G 15-1150 | SEWER ACCOUNT REFUND | | \$106.20 |
| FAHRENKRUG, ROBERT | | | \$106.20 |
| FBINAA (FBI NATL ACADEMY ASSOC) | | | |
| E 01-4404-020-20 | 2025 DUES - W. WEGENER | Police | \$100.00 |
| FBINAA (FBI NATL ACADEMY ASSOC) | | | \$100.00 |
| FIELD, LITTON JR | | | |
| G 01-2010 | 2024 4TH QTR PLANNING COM | | \$25.00 |
| FIELD, LITTON JR | | | \$25.00 |
| FIRE PROTECTION PUBLICATIONS | | | |
| G 01-2010 | BOOKS - FIRE | | \$170.00 |
| FIRE PROTECTION PUBLICATIONS | | | \$170.00 |
| FIRST NET / AT&T MOBILITY | | | |
| G 01-2010 | CELL SERVICE - REC | | \$45.40 |
| G 01-2010 | CELL SERVICE - STREET | | \$136.20 |
| G 01-2010 | CELL SERVICE - PLANNING | | \$45.40 |
| G 15-2010 | CELL SERVICE - UTILITY | | \$45.40 |
| G 01-2010 | CELL SERVICE - REC | | \$50.48 |
| G 01-2010 | CELL SERVICE - CITY COUNCIL | | \$45.40 |
| G 01-2010 | CELL SERVICE - ENGINEERING | | \$90.80 |
| G 15-2010 | IPAD SERVICE - UTILITY | | \$38.23 |
| G 01-2010 | IPAD SERVICE - REC | | \$38.23 |
| G 01-2010 | CELL SERVICE - PARKS | | \$45.40 |
| G 01-2010 | IPAD SERVICE - ADMIN | | \$38.23 |
| G 01-2010 | IPAD SERVICE - PARKS | | \$38.23 |
| G 45-2010 | IPAD SERVICE - PAR 3 | | \$38.23 |
| G 01-2010 | CELL SERVICE - FIRE | | \$83.63 |
| G 01-2010 | CELL SERVICE - PD | | \$1,060.60 |
| G 01-2010 | IPAD SERVICE - ELECTIONS | | \$76.46 |
| G 01-2010 | AIR CARDS - PD | | \$382.30 |

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|---------------------------|-----------------------------|--------------------|------------|
| G 01-2010 | CELL SERVICE - FIRE | | \$167.26 |
| FIRST NET / AT&T MOBILITY | | | \$2,465.88 |
| FLEETPRIDE | | | |
| E 01-4305-070-70 | OPERATING SUPPLIES - PW | Parks & Recreation | \$54.35 |
| E 01-4305-050-50 | OPERATING SUPPLIES - PW | Road & Bridges | \$54.35 |
| E 01-4330-490-70 | EQUIP REPAIR - PARKS | Parks & Recreation | \$28.60 |
| E 01-4330-490-50 | EQUIP REPAIR - STREET | Road & Bridges | \$142.74 |
| E 01-4330-490-50 | EQUIP REPAIR - STREET | Road & Bridges | \$16.55 |
| E 15-4305-060-60 | OPERATING SUPPLIES - PW | Utility Enterprise | \$54.36 |
| FLEETPRIDE | | | \$350.95 |
| FORMS & SYSTEMS OF MN | | | |
| E 01-4305-020-20 | OPERATING SUPPLIES - PD | Police | \$140.56 |
| FORMS & SYSTEMS OF MN | | | \$140.56 |
| GERTENS GREENHOUSE | | | |
| E 01-4330-215-70 | PARK MAINTENANCE | Parks & Recreation | \$101.40 |
| GERTENS GREENHOUSE | | | \$101.40 |
| GOPHER STATE ONE CALL | | | |
| G 01-2010 | DEC 2024 SERVICE | | \$98.55 |
| GOPHER STATE ONE CALL | | | \$98.55 |
| GRAINGER | | | |
| E 01-4330-215-70 | PARK MAINTENANCE | Parks & Recreation | \$65.29 |
| GRAINGER | | | \$65.29 |
| GRAYBAR ELECTRIC | | | |
| G 01-2010 | OPERATING SUPPLIES - PARKS | | \$54.46 |
| GRAYBAR ELECTRIC | | | \$54.46 |
| GREEN2 SOLAR LEASING, LLC | | | |
| E 15-4213-060-60 | SOLAR PANEL LEASE - PUBLIC | Utility Enterprise | \$68.80 |
| E 08-4213-000-00 | SOLAR PANEL LEASE - CITY HA | Spec Fds | \$413.12 |
| E 15-4213-060-60 | SOLAR PANEL LEASE - PUBLIC | Utility Enterprise | \$137.61 |
| E 01-4213-070-70 | SOLAR PANEL LEASE - PUBLIC | Parks & Recreation | \$138.60 |
| E 01-4213-050-50 | SOLAR PANEL LEASE - PUBLIC | Road & Bridges | \$68.80 |
| E 01-4213-070-70 | SOLAR PANEL LEASE - PUBLIC | Parks & Recreation | \$68.80 |
| E 45-4213-045-45 | SOLAR PANEL LEASE - PAR 3 | Golf Course | \$190.05 |
| E 01-4213-030-30 | SOLAR PANEL LEASE - FIRE | Fire | \$206.42 |
| E 01-4213-050-50 | SOLAR PANEL LEASE - PUBLIC | Road & Bridges | \$137.60 |
| GREEN2 SOLAR LEASING, LLC | | | \$1,429.80 |
| H & L MESABI | | | |
| G 01-2010 | EQUIP REPAIR - STREET | | \$560.00 |
| H & L MESABI | | | \$560.00 |
| HANCO CORPORATION | | | |
| E 15-4305-060-60 | OPERATING SUPPLIES - PW | Utility Enterprise | \$9.43 |
| E 01-4305-070-70 | OPERATING SUPPLIES - PW | Parks & Recreation | \$9.43 |
| E 01-4305-050-50 | OPERATING SUPPLIES - PW | Road & Bridges | \$9.43 |
| HANCO CORPORATION | | | \$28.29 |
| HAWKINS, LOUIS & ALISON | | | |

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|------------------------------------|----------------------------|--------------------|-------------|
| G 15-1150 | SEWER ACCOUNT REFUND | | \$13.16 |
| HAWKINS, LOUIS & ALISON | | | \$13.16 |
| HUSBANDS, ROSEMARY | | | |
| G 01-2010 | 2024 4TH QTR NATURAL RESO | | \$25.00 |
| HUSBANDS, ROSEMARY | | | \$25.00 |
| IDEAL ENERGIES SOLAR LEASING 2021 | | | |
| E 01-4213-030-30 | SOLAR PANEL LEASE - FIRE | Fire | \$166.16 |
| IDEAL ENERGIES SOLAR LEASING 2021 | | | \$166.16 |
| IMPERIAL DADE (DALCO) | | | |
| G 08-2010 | BLDG MAINT - CITY HALL | | \$528.98 |
| IMPERIAL DADE (DALCO) | | | \$528.98 |
| INNOVATIVE OFFICE SOLUTIONS | | | |
| E 01-4300-020-20 | OFFICE SUPPLIES - PD | Police | \$48.22 |
| E 01-4300-110-10 | OFFICE SUPPLIES - ADMIN | Administration | \$83.99 |
| E 01-4300-110-10 | OFFICE SUPPLIES - ADMIN | Administration | \$35.25 |
| G 01-2010 | OFFICE SUPPLIES - PD | | \$16.80 |
| G 01-2010 | OFFICE SUPPLIES - PD | | \$5.95 |
| INNOVATIVE OFFICE SOLUTIONS | | | \$190.21 |
| IVANS TREE SERVICE | | | |
| G 52-1010 | EMERSON ST IMPROVEMENTS | | \$12,000.00 |
| G 52-2010 | EMERSON ST IMPROVEMENTS | | \$2,800.00 |
| IVANS TREE SERVICE | | | \$14,800.00 |
| JEWISH COMMUNITY RELATIONS COUNCIL | | | |
| E 01-4400-020-20 | 4/8/25 USHMM - PD | Police | \$1,305.00 |
| JEWISH COMMUNITY RELATIONS COUNCIL | | | \$1,305.00 |
| JOHNSON, CINDY | | | |
| G 01-2010 | 2024 4TH QTR PLANNING COM | | \$25.00 |
| JOHNSON, CINDY | | | \$25.00 |
| KAT KEYS | | | |
| E 01-4305-020-20 | OPERATING SUPPLIES - PD | Police | \$297.00 |
| E 01-4305-070-70 | OPERATING SUPPLIES - PARKS | Parks & Recreation | \$297.00 |
| KAT KEYS | | | \$594.00 |
| KATZ, ANDREW | | | |
| G 01-2010 | 2024 4TH QTR PLANNING COM | | \$25.00 |
| KATZ, ANDREW | | | \$25.00 |
| KNOSALLA, LORI | | | |
| G 01-2010 | 2024 4TH QTR NATURAL RESO | | \$50.00 |
| KNOSALLA, LORI | | | \$50.00 |
| LAKE STATE SAFETY | | | |
| E 15-4220-060-60 | LIFT STATION SAFETY PROCED | Utility Enterprise | \$3,000.00 |
| LAKE STATE SAFETY | | | \$3,000.00 |
| LANDBRIDGE ECOLOGICAL | | | |
| G 01-2010 | VALLEY PARK CCC GRANT - NA | | \$5,932.27 |

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|--------------------------------|----------------------------|--------------------|-------------|
| LANDBRIDGE ECOLOGICAL | | | \$5,932.27 |
| LANGUAGE LINE SERVICES | | | |
| G 01-2010 | DEC 2024 SERVICE - PD | | \$340.82 |
| LANGUAGE LINE SERVICES | | | \$340.82 |
| LAWSON PRODUCTS, INC | | | |
| E 15-4305-060-60 | OPERATING SUPPLIES - PW | Utility Enterprise | \$111.37 |
| E 01-4305-070-70 | OPERATING SUPPLIES - PW | Parks & Recreation | \$111.36 |
| E 01-4305-050-50 | OPERATING SUPPLIES - PW | Road & Bridges | \$111.36 |
| LAWSON PRODUCTS, INC | | | \$334.09 |
| LEAGUE MN CITIES | | | |
| E 01-4400-200-70 | 2025 SAFETY & LOSS WORKSH | Parks & Recreation | \$20.00 |
| E 01-4400-109-09 | 2025 ELECTED LEADERS INSTI | City Council | \$350.00 |
| E 29-4404-000-00 | MN CITIES STORMWATER COA | Spec Fds | \$1,125.00 |
| E 01-4400-110-10 | 2025 SAFETY & LOSS WORKSH | Administration | \$20.00 |
| E 01-4400-109-09 | 2025 ELECTED LEADERS INSTI | City Council | \$350.00 |
| E 01-4404-110-10 | LMC 2025 DUES | Administration | \$13,043.00 |
| LEAGUE MN CITIES | | | \$14,908.00 |
| LIBERTY TIRE RECYCLING SVCS | | | |
| G 01-2010 | TIRE RECYCLING - PW | | \$9.00 |
| G 15-2010 | TIRE RECYCLING - PW | | \$9.00 |
| G 01-2010 | TIRE RECYCLING - PW | | \$9.00 |
| LIBERTY TIRE RECYCLING SVCS | | | \$27.00 |
| LOCALITY MEDIA INC (FIRST DUE) | | | |
| E 01-4301-030-30 | COMPUTER SOFTWARE - FIRE | Fire | \$5,000.00 |
| LOCALITY MEDIA INC (FIRST DUE) | | | \$5,000.00 |
| LOGIS | | | |
| G 01-2010 | IT SUPPLIES/SERVICES | | \$40.65 |
| G 01-2010 | PROFESSIONAL IT SERVICES - | | \$1,160.00 |
| G 01-2010 | PROFESSIONAL IT SERVICES - | | \$3,440.40 |
| E 01-4301-114-14 | COMPUTER HARDWARE/SOFT | Info Tech | \$3,645.65 |
| G 01-2010 | COMPUTER HARDWARE/SOFT | | \$700.00 |
| G 01-2010 | COMPUTER HARDWARE/SOFT | | \$729.13 |
| G 01-2010 | PROFESSIONAL IT SERVICES - | | \$2,893.75 |
| LOGIS | | | \$12,609.58 |
| M R P A | | | |
| E 01-4400-200-70 | 1/21/25 TRAINING - REC | Parks & Recreation | \$45.00 |
| M R P A | | | \$45.00 |
| MACQUEEN EMERGENCY | | | |
| G 01-2010 | SCBA SERVICE - FIRE | | \$781.00 |
| MACQUEEN EMERGENCY | | | \$781.00 |
| MANSFIELD OIL COMPANY | | | |
| G 01-2010 | FUEL | | \$7,917.69 |
| MANSFIELD OIL COMPANY | | | \$7,917.69 |
| MCCARTY, PHILIP | | | |
| G 01-2010 | TUITION REIMBURSEMENT - P. | | \$1,312.00 |

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| MCCARTY, PHILIP | | | \$1,312.00 |
| MCCASLIN, TED | | | |
| G 01-2010 | 2024 4TH QTR NATURAL RESO | | \$50.00 |
| MCCASLIN, TED | | | \$50.00 |
| MENARDS | | | |
| G 01-2010 | BLDG MAINT - PW | | \$2.45 |
| E 15-4305-060-60 | OPERATING SUPPLIES - UTILIT | Utility Enterprise | \$11.86 |
| E 15-4330-490-60 | EQUIP REPAIR - UTILITY | Utility Enterprise | \$24.99 |
| G 01-2010 | EQUIP REPAIR - STREET | | \$1.59 |
| G 01-2010 | OPERATING SUPPLIES - STREE | | \$154.21 |
| G 01-2010 | BLDG MAINT - PW | | \$2.45 |
| G 15-2010 | BLDG MAINT - PW | | \$2.46 |
| MENARDS | | | \$200.01 |
| METRO CITIES | | | |
| E 01-4404-110-10 | METRO CITIES 2025 MEMBERS | Administration | \$4,816.00 |
| METRO CITIES | | | \$4,816.00 |
| METRO SALES | | | |
| G 01-2010 | DEC 2024 COPIER/PRINTER LE | | \$15.33 |
| G 01-2010 | DEC 2024 COPIER/PRINTER LE | | \$261.13 |
| G 01-2010 | DEC 2024 COPIER/PRINTER LE | | \$15.33 |
| G 15-2010 | DEC 2024 COPIER/PRINTER LE | | \$15.33 |
| G 01-2010 | DEC 2024 COPIER/PRINTER LE | | \$152.10 |
| G 01-2010 | DEC 2024 COPIER/PRINTER LE | | \$1,017.62 |
| METRO SALES | | | \$1,476.84 |
| MEYER, STEPHANIE | | | |
| G 01-2010 | 2024 4TH QTR PARK & REC CO | | \$50.00 |
| MEYER, STEPHANIE | | | \$50.00 |
| MN CITY/COUNTY MANAGEMENT ASSN | | | |
| E 01-4404-110-10 | 2025 MCMA MEMBERSHIP - K. | Administration | \$247.75 |
| MN CITY/COUNTY MANAGEMENT ASSN | | | \$247.75 |
| MN DEPT OF PUBLIC SAFETY | | | |
| E 15-4335-310-60 | HAZARDOUS CHEMICAL INVEN | Utility Enterprise | \$8.34 |
| E 01-4335-310-50 | HAZARDOUS CHEMICAL INVEN | Road & Bridges | \$8.33 |
| E 01-4335-310-70 | HAZARDOUS CHEMICAL INVEN | Parks & Recreation | \$8.33 |
| MN DEPT OF PUBLIC SAFETY | | | \$25.00 |
| MN ST ADMIN ITG TELECOM SRVCE | | | |
| G 01-2035 | DEC 2024 WAN SERVICE | | \$124.00 |
| G 01-2035 | DEC 2024 WAN SERVICE | | \$111.00 |
| MN ST ADMIN ITG TELECOM SRVCE | | | \$235.00 |
| MN TEAMSTERS LOCAL 320 | | | |
| G 01-2075 | JAN 2025 UNION DUES | | \$1,026.00 |
| MN TEAMSTERS LOCAL 320 | | | \$1,026.00 |
| MOCIC | | | |
| E 01-4404-020-20 | MOCIC MEMBERSHIP 2025 - PD | Police | \$150.00 |
| MOCIC | | | \$150.00 |

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| MOODY'S TOTAL HOME AND CABIN | | | |
| G 01-2010 | DEC 2024 PLOWING - FIRE | | \$1,070.00 |
| MOODY'S TOTAL HOME AND CABIN | | | \$1,070.00 |
| MULLER, MICHELLE | | | |
| G 01-2010 | 2024 4TH QTR PARK & REC CO | | \$50.00 |
| MULLER, MICHELLE | | | \$50.00 |
| NAC MECHANICAL & ELECTRIC | | | |
| G 01-2010 | BLDG MAINT - FIRE | | \$3,948.00 |
| NAC MECHANICAL & ELECTRIC | | | \$3,948.00 |
| NEUHARTH, JIM | | | |
| G 01-2010 | 2024 4TH QTR ARC COMMISSI | | \$25.00 |
| NEUHARTH, JIM | | | \$25.00 |
| NORLING, GINA | | | |
| G 01-2010 | 2024 4TH QTR ARC COMMISSI | | \$25.00 |
| NORLING, GINA | | | \$25.00 |
| NORTH ST. PAUL DRYWALL LLC | | | |
| E 01-4335-310-70 | CLUBHOUSE OFFICE WALL - PA | Parks & Recreation | \$300.00 |
| E 45-4335-045-45 | CLUBHOUSE OFFICE WALL - PA | Golf Course | \$300.00 |
| NORTH ST. PAUL DRYWALL LLC | | | \$600.00 |
| OXYGEN SERVICE CO | | | |
| G 01-2010 | CYLINDER RENTAL - FIRE | | \$318.43 |
| G 15-2010 | CYLINDER RENTAL - PW | | \$84.93 |
| G 01-2010 | CYLINDER RENTAL - PW | | \$84.92 |
| G 01-2010 | CYLINDER RENTAL - PW | | \$84.92 |
| OXYGEN SERVICE CO | | | \$573.20 |
| PER MAR SECURITY SERVICES | | | |
| E 45-4335-045-45 | ALARM SYSTEM SERVICE 2/3/2 | Golf Course | \$180.19 |
| PER MAR SECURITY SERVICES | | | \$180.19 |
| PETSCHER, BRIAN | | | |
| G 01-2010 | 2024 4TH QTR PLANNING COM | | \$25.00 |
| PETSCHER, BRIAN | | | \$25.00 |
| PIONEER SECURESHRED | | | |
| G 01-2010 | DEC 2024 SHREDDING | | \$53.33 |
| G 01-2010 | DEC 2024 SHREDDING | | \$96.67 |
| PIONEER SECURESHRED | | | \$150.00 |
| PLUNKETTS PEST CONTROL INC | | | |
| E 08-4335-000-00 | JAN-DEC 2025 PEST CONTROL | Spec Fds | \$454.88 |
| PLUNKETTS PEST CONTROL INC | | | \$454.88 |
| PRO-TEC DESIGN, INC. | | | |
| G 10-2010 | MENDAKOTA FIBER PROJECT | | \$102.00 |
| PRO-TEC DESIGN, INC. | | | \$102.00 |
| PUBLIC EMPL INS PROGRAM | | | |
| G 01-2074 | FEB 2025 HEALTH INSURANCE | | \$1,479.60 |

CITY OF MENDOTA HEIGHTS

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Claims List
SYSTEM CHECKS
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| Account | Comments | DEPT Descr | Amount |
|--------------------------------|----------------------------|------------------------|--------------|
| E 08-4131-000-00 | FEB 2025 HEALTH INSURANCE | Spec Fds | \$608.46 |
| E 01-4131-020-20 | FEB 2025 HEALTH INSURANCE | Police | \$13,650.38 |
| E 01-4131-050-50 | FEB 2025 HEALTH INSURANCE | Road & Bridges | \$608.46 |
| E 01-4131-070-70 | FEB 2025 HEALTH INSURANCE | Parks & Recreation | \$1,216.92 |
| E 01-4131-105-15 | FEB 2025 HEALTH INSURANCE | Engineering Enterprise | \$5,313.16 |
| E 01-4131-110-10 | FEB 2025 HEALTH INSURANCE | Administration | \$8,335.14 |
| G 01-2071 | FEB 2025 HEALTH INSURANCE | | \$1,312.26 |
| E 01-4131-020-20 | FEB 2025 HEALTH INSURANCE | Police | \$17,338.50 |
| E 01-4131-030-30 | FEB 2025 HEALTH INSURANCE | Fire | \$889.52 |
| PUBLIC EMPL INS PROGRAM | | | \$50,752.40 |
| R D O EQ CO | | | |
| G 01-2010 | OPERATING SUPPLIES - PARKS | | \$1,057.32 |
| G 01-2010 | OPERATING SUPPLIES - STREE | | \$1,057.32 |
| R D O EQ CO | | | \$2,114.64 |
| ROSEVILLE MIDWAY FORD | | | |
| E 01-4330-490-50 | EQUIP REPAIR - STREET | Road & Bridges | \$134.20 |
| E 01-4330-490-50 | EQUIP REPAIR - STREET | Road & Bridges | \$29.47 |
| ROSEVILLE MIDWAY FORD | | | \$163.67 |
| RYAN CONTRACTING | | | |
| G 52-2010 | EMERSON AVE ST IMPROVEME | | \$435,172.19 |
| RYAN CONTRACTING | | | \$435,172.19 |
| SAFEASSURE CONSULTANTS INC | | | |
| E 01-4220-110-10 | SAFETY TRAINING | Administration | \$8,796.36 |
| SAFEASSURE CONSULTANTS INC | | | \$8,796.36 |
| SAND CREEK GROUP | | | |
| E 01-4137-110-10 | 2025 EMPLOYEE ASSISTANCE P | Administration | \$2,016.00 |
| SAND CREEK GROUP | | | \$2,016.00 |
| SCHIFSKY, JO | | | |
| G 01-2010 | 2024 4TH QTR PARK & REC CO | | \$50.00 |
| SCHIFSKY, JO | | | \$50.00 |
| SHARMA, ARVIND | | | |
| G 01-2010 | 2024 4TH QTR ARC COMMISSI | | \$25.00 |
| SHARMA, ARVIND | | | \$25.00 |
| SHEETS, LIZ | | | |
| G 01-2010 | 2024 4TH QTR NATURAL RESO | | \$25.00 |
| SHEETS, LIZ | | | \$25.00 |
| SHERER, DAN | | | |
| G 01-2010 | 2024 4TH QTR PARK & REC CO | | \$75.00 |
| SHERER, DAN | | | \$75.00 |
| SLOAN, DAVE | | | |
| G 01-2010 | 2024 4TH QTR ARC COMMISSI | | \$25.00 |
| SLOAN, DAVE | | | \$25.00 |
| SOUTH ST. PAUL ANIMAL HOSPITAL | | | |
| G 01-2010 | 2024 ANIMAL IMPOUNDS | | \$1,343.25 |

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Claims List
SYSTEM CHECKS
01/21/25 PAY

| Account | Comments | DEPT Descr | Amount |
|--------------------------------|------------------------------|--------------------|--------------|
| SOUTH ST. PAUL ANIMAL HOSPITAL | | | \$1,343.25 |
| SPRWS | | | |
| G 08-2010 | DEC 2024 SERVICE - 1101 VIC | | \$106.38 |
| G 45-2010 | 4TH QTR 2024 SERVICE - 1695 | | \$51.74 |
| G 01-2010 | DEC 2024 SERVICE - 2431 LEXI | | \$31.98 |
| G 01-2010 | DEC 2024 SERVICE - 2431 LEXI | | \$31.98 |
| E 01-4425-310-70 | AUTO FIRE SERVICE - 2431 LE | Parks & Recreation | \$33.33 |
| G 15-2010 | DEC 2024 SERVICE - 2431 LEXI | | \$31.98 |
| G 01-2010 | DEC 2024 SERVICE - 2121 DOD | | \$96.66 |
| E 01-4425-315-30 | AUTO FIRE SERVICE - 2121 DO | Fire | \$100.00 |
| E 01-4425-315-30 | HYDRANT ANNUAL CHARGE - 2 | Fire | \$25.00 |
| E 01-4425-310-50 | AUTO FIRE SERVICE - 2431 LE | Road & Bridges | \$33.33 |
| E 45-4425-045-45 | AUTO FIRE SERVICE - 747 BAC | Golf Course | \$170.00 |
| E 08-4425-000-00 | AUTO FIRE SERVICE - 1101 VI | Spec Fds | \$100.00 |
| E 15-4425-310-60 | AUTO FIRE SERVICE - 2431 LE | Utility Enterprise | \$33.34 |
| SPRWS | | | \$845.72 |
| ST. PAUL PIONEER PRESS | | | |
| G 01-2010 | DEC 2024 LEGAL NOTICES | | \$16.64 |
| G 01-2010 | DEC 2024 LEGAL NOTICES | | \$54.60 |
| G 01-2010 | DEC 2024 LEGAL NOTICES | | \$45.76 |
| G 01-2010 | DEC 2024 LEGAL NOTICES | | \$275.60 |
| G 01-2010 | DEC 2024 LEGAL NOTICES | | \$210.60 |
| ST. PAUL PIONEER PRESS | | | \$603.20 |
| STEIN, WILL | | | |
| G 01-2010 | 2024 4TH QTR NATURAL RESO | | \$25.00 |
| STEIN, WILL | | | \$25.00 |
| STONE, JASON | | | |
| G 01-2010 | 2024 4TH QTR PLANNING COM | | \$25.00 |
| STONE, JASON | | | \$25.00 |
| STREICHERS | | | |
| G 01-2010 | UNIFORM - PD | | \$159.99 |
| G 01-2010 | UNIFORM - PD | | \$133.96 |
| STREICHERS | | | \$293.95 |
| SWANK, HEIDI | | | |
| G 01-2010 | 2024 4TH QTR NATURAL RESO | | \$25.00 |
| SWANK, HEIDI | | | \$25.00 |
| THE HEIGHTS OF MENDOTA | | | |
| G 36-2010 | THE HEIGHTS NORTH - PAY AS | | \$59,974.61 |
| G 36-2010 | THE HEIGHTS SOUTH - PAY AS | | \$59,927.52 |
| THE HEIGHTS OF MENDOTA | | | \$119,902.13 |
| TIME SAVER OFF SITE SEC. SVC. | | | |
| G 01-2010 | 12/11/24 NATURAL RESOURCE | | \$206.50 |
| G 01-2010 | 12/17/24 CITY COUNCIL MINU | | \$167.00 |
| TIME SAVER OFF SITE SEC. SVC. | | | \$373.50 |
| TKDA | | | |
| G 52-2010 | EMERSON AVE ST IMPROVEME | | \$1,347.61 |

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Claims List
SYSTEM CHECKS
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| Account | Comments | DEPT Descr | Amount |
|-------------------------|----------------------------|--------------------|----------------|
| TKDA | | | \$1,347.61 |
| TOTH, MIKE | | | |
| G 01-2010 | 2024 4TH QTR PARKS & REC C | | \$50.00 |
| TOTH, MIKE | | | \$50.00 |
| TRACKER PRODUCTS LLC | | | |
| E 01-4301-020-20 | ANNUAL SAFE SOFTWARE - PD | Police | \$2,700.00 |
| TRACKER PRODUCTS LLC | | | \$2,700.00 |
| TREE TRUST | | | |
| G 01-2010 | 2024 TREE SALE | | \$9,626.08 |
| TREE TRUST | | | \$9,626.08 |
| ULINE | | | |
| E 45-4335-045-45 | BLDG MAINT - PAR 3 | Golf Course | \$1,034.42 |
| E 01-4305-020-20 | OPERATING SUPPLIES - PD | Police | \$1,970.02 |
| G 45-2035 | BLDG MAINT - PAR 3 | | -\$66.54 |
| ULINE | | | \$2,937.90 |
| VERIZON WIRELESS | | | |
| E 01-4210-050-50 | CELL SERVICE | Road & Bridges | \$41.39 |
| E 01-4210-070-70 | CELL SERVICE | Parks & Recreation | \$76.40 |
| E 01-4210-030-30 | CELL SERVICE | Fire | \$110.03 |
| E 45-4210-045-45 | CELL SERVICE | Golf Course | \$40.01 |
| VERIZON WIRELESS | | | \$267.83 |
| VESTIS (ARAMARK) | | | |
| E 01-4410-050-50 | UNIFORM - PW | Road & Bridges | \$10.70 |
| E 08-4335-000-00 | MAT SERVICE - CITY HALL | Spec Fds | \$115.50 |
| E 01-4200-610-70 | MAT SERVICE - PW | Parks & Recreation | \$17.47 |
| E 01-4200-610-50 | MAT SERVICE - PW | Road & Bridges | \$17.47 |
| E 15-4200-610-60 | MAT SERVICE - PW | Utility Enterprise | \$17.47 |
| E 01-4410-050-50 | UNIFORM - PW | Road & Bridges | \$10.70 |
| E 01-4200-610-70 | MAT SERVICE - PW | Parks & Recreation | \$15.29 |
| E 15-4200-610-60 | MAT SERVICE - PW | Utility Enterprise | \$15.29 |
| G 08-2010 | MAT SERVICE - CITY HALL | | \$115.50 |
| E 01-4200-610-50 | MAT SERVICE - PW | Road & Bridges | \$15.29 |
| VESTIS (ARAMARK) | | | \$350.68 |
| WEICHERT, JENNIFER | | | |
| G 01-2010 | 2024 4TH QTR PARKS & REC C | | \$50.00 |
| WEICHERT, JENNIFER | | | \$50.00 |
| WEST ST PAUL PARK & REC | | | |
| G 01-2035 | 12/30/24 FUN LAB & SWIMMIN | | \$102.60 |
| WEST ST PAUL PARK & REC | | | \$102.60 |
| WSB & ASSOCIATES | | | |
| G 52-2010 | BRIDGEVIEW SHORES ST IMPR | | \$65.00 |
| G 29-2010 | MARIE PARK POND IMPROVEM | | \$772.25 |
| WSB & ASSOCIATES | | | \$837.25 |
| | | | \$3,442,640.48 |

**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Resolution 2025-06 Appointments to City Advisory Commissions

ITEM TYPE: New and Unfinished Business

DEPARTMENT: Administration

CONTACT: Cheryl Jacobson, City
Administrator

ACTION REQUEST:

Approve Resolution 2025-06 Appointing City Advisory Commission Members.

BACKGROUND:

The City's Advisory Commissions include the Planning Commission, Parks and Recreation Commission, Natural Resources Commission, and Airport Relations Commission. The city council appoints members of these commissions.

On January 9, the city council held interviews to select appointees to two vacant positions on the Planning Commission, one on the Parks and Recreation Commission, and one on the Natural Resources Commission. The council received nine applications and applicants identified their desired commission.

FISCAL AND RESOURCE IMPACT:

N/A

ATTACHMENTS:

1. Res. 2025-06 Commission Appointments

CITY COUNCIL PRIORITY:

Premier Public Services & Infrastructure, Inclusive and Responsive Government

**CITY OF MENDOTA HEIGHTS
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION 2025-06
APPOINTING CITY ADVISORY COMMISSION MEMBERS**

WHEREAS, the City's Advisory Commissions include the Planning Commission, Parks and Recreation Commission, Airport Relations Commission, and Natural Resources Commission; and

WHEREAS, the city of Mendota Heights benefits from the active participation of citizens in representing the city on boards and commissions; and

WHEREAS, vacancies on the Planning Commission, Parks and Recreation Commission, and Natural Resources Commission were advertised and nine interested residents submitted application materials for consideration; and

WHEREAS, the City Council held interviews on January 9, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Mendota Heights City Council that it hereby appoints the following residents to city advisory commissions with terms expiring January 31, 2028:

| | |
|-----------------|---------------------------------|
| Jeff Nath | Planning Commission |
| Steve Goldade | Planning Commission |
| Victor Obisakin | Parks and Recreation Commission |
| Mika Thuening | Natural Resources Commission |

Adopted by the Mendota Heights City Council this 21st day of January 2025.

**CITY COUNCIL
CITY OF MENDOTA HEIGHTS**

Stephanie B. Levine, Mayor

ATTEST:

Nancy Bauer, City Clerk

**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Pavement Ratings Proposal

ITEM TYPE: New and Unfinished Business

DEPARTMENT: Engineering

CONTACT: Lucas Ritchie, Assistant City Engineer
Ryan Ruzek, Public Works Director

ACTION REQUEST:

Approve Proposal from GoodPointe Technology to Collect and Provide Pavement Ratings.

BACKGROUND:

Mendota Heights currently maintains approximately 72 centerline miles of streets, all with a varying degree of deterioration within the roadway. In order to determine the extent of deterioration from a surface level, a Pavement Condition Index (PCI) rating is applied to a roadway based on the distresses or fatigue shown on the surface. Providing an accurate PCI score (0-100) to a roadway can be instrumental in determining when and what form of maintenance is needed on a given roadway. Typically, a given street's PCI rating will be stored on a software or program that will analyze the ratings and distresses against other roadways within a municipalities network. A comprehensive network of PCI ratings for all City streets will enable more accurate planning for future maintenance and repairs, supporting strategic decision-making to maintain the roadways in acceptable condition while balancing budget constraints.

It is generally recommended to review and update PCI ratings for any roadway every 3-5 years, as pavement conditions deteriorate over time at varying rates due to factors such as underlying soil conditions, weather, and other contributing elements. In 2015, the City Council approved a comprehensive pavement rating of the entire network conducted by GoodPointe Technology. However, an updated assessment is now needed to ensure accurate PCI ratings and to evaluate the severity of deterioration. Updated PCI ratings can be reviewed against the data collected in 2015, along with other factors, to establish deterioration rates and model

future PCI ratings on a given roadway at a given time with the use of the ICON pavement management software provided by GoodPointe Technology.

FISCAL AND RESOURCE IMPACT:

City staff solicited proposals from three pavement rating firms and received proposals from GoodPointe Technology and StreetScan USA to rate all City owned roadways (less roadways rehabilitated in 2024 as PCI ratings are assumed to be known) and provide pavement management software. City staff are requesting use of the pavement management software for a one year time frame at this time and may request additional time at a future time. The two quotes submitted within the proposals are detailed as follows:

| Vendor | Pavement Assessment Cost | Estimated Software Set Up Cost | Annual Software Cost | Total Cost (1-Year) |
|---|---------------------------------|---------------------------------------|-----------------------------|----------------------------|
| GoodPointe - St Paul, MN | \$21,125.00 | \$3,000.00 | \$1,995.00 | \$26,120.00 |
| StreetScan USA – Wakefield, MA | \$23,262.00 | \$4,000.00 | \$5,750.00 | \$33,012.00 |
| Michelin Mobility Intelligence – Pittsburgh, PA | Proposal Not Submitted | | | |

The pavement rating was not a budgeted request for 2025; however, there is available funding through the Utility Franchise fees. As Utility Franchise fees were implemented, it was anticipated that revenue would amount to \$350,000 for the 2024 FY. The current balance within the Utility Franchise fee has exceeded said amount and is at \$381,413.80 leaving a surplus of \$31,413.80 of available budget. Staff recommends using a portion of the available Utility Franchise fee surplus to approve a proposal from GoodPointe Technology for a not-to-exceed amount of \$26,120.00.

ATTACHMENTS:

1. GoodPointe Technology Proposal

CITY COUNCIL PRIORITY:

Inclusive and Responsive Government, Premier Public Services & Infrastructure

January 7, 2025

Lucas Ritchie, P.E.
Assistant City Engineer
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

RE: A.2 PROPOSAL TO ASSESS CITY STREET CONDITIONS

Dear Lucas:

On behalf of GoodPointe Technology, I am pleased to present our cost proposal to provide pavement data collection and management consulting services to the City of Mendota Heights.

We understand that this project is especially important to the City; the quality of your decisions to allocate resources and maintain the short- and long-term health of your pavement network depends on the integrity of the technical models and the quality of the process used to develop and deliver the results of this project.

To ensure that this critically important project is executed successfully, we have assembled a team of internationally recognized infrastructure management experts, engineering professionals, and field technicians to accomplish the required scope of work. Over the past thirty years we have successfully implemented data collection plans worldwide for clients just like the City of Mendota Heights.

We appreciate the opportunity to work with you on this project, and we look forward to providing high-quality pavement data collection and engineering consulting services to the City.

I am authorized to make representations and commitments on behalf of GoodPointe Technology.

Sincerely,
GoodPointe Technology



Anthony J. Kadlec
President

Attachment: A.2 Cost Proposal, 1/7/2025

1. EXECUTIVE SUMMARY

Our plan for this project is to:

- Coordinate with the City to gather all available digital legacy source data required for this project (ESRI roadway centerline shapefile) and load it into our ICON SaaS pavement management program;
- Perform an ASTM PCI Pavement Condition survey on 100% of the visible pavement surface area of the City Roadway network utilizing 360-degree geo-referenced GoPro digital imagery, LiDAR and Artificial Intelligence (AI) technology to extract the ASTM distress types, severity levels, and quantities;
- Summarize the results of our PCI pavement condition survey in an XLS report.
- Provide an option for the City to use the ICON SaaS Pavement Management software.

OUR COMPANY

GoodPointe Technology, LLC (**GoodPointe**) appreciates this opportunity to serve the City of Mendota Heights and to introduce our company.

Our team provides a wealth of experience that has already served the needs of a variety of public organizations and private sector clients throughout North America with a regional emphasis in the Upper Midwest.



GoodPointe specializes in providing high-quality roadway & right-of-way data collection, data reduction, and implementation services for infrastructure management software systems.

We are the developer of the ICON SaaS Roadway Infrastructure Asset management system which is widely used throughout North America and in select international markets.

Our staff includes a talented group of GIS, GPS digital mapping and engineering professionals who design and build data collection vehicles, develop related software, provide data collection, GIS mapping, and asset inventory services to a wide variety of clients in both the public and private sectors.

Our clients include cities, counties, MPOs, state DOTs, telecommunication companies, utility companies, and transportation agencies. We have contracted for more than 250,000 miles of right of way data collection, mapping, road geometry and asset inventory on roads and rails in the U.S. and Canada since 1994.

GoodPointe Technology is headquartered in St. Paul, Minnesota, and employs technical staff located regionally across North America, Europe, and Asia.

GoodPointe Technology (www.goodpointe.com) is a privately held, Minnesota-based LLC:

Address:

GoodPointe Technology, LLC
287 E. 6th Street, Suite 200
St. Paul, MN 55101 USA
EIN: 41-1944808

Point of Contact:

Mr. Anthony Kadlec, President
Office Phone: (651) 726-2555
Mobile: (651) 271-0422
Email: tkadlec@goodpointe.com

Role in this Project: GoodPointe will serve as the prime consultant for this project and will be facilitating the required data collection plan, collection-, quality control-, data processing services.

WHY SELECT GOODPOINTE TECHNOLOGY FOR THIS PROJECT?

Simply put, the implementation of pavement and related infrastructure asset management systems and data collection plans is what we do for a living, day in and day out. We take pride in building and maintaining long-term client relationships and supporting our clients with their use of our pavement management software and through the delivery of high- quality pavement condition data.

Beyond collecting **objective and repeatable data**, our mission is to transform it into **actionable/decision-making information** for your staff through the use of the InfrastructureCONSultant (ICON) pavement management system. The pavement condition survey proposed in this project will establish a data platform/basis for the City to develop multi-year Capital Improvement Plans, budget analysis scenarios and to set the course for improving the condition and value of the City's pavement assets.

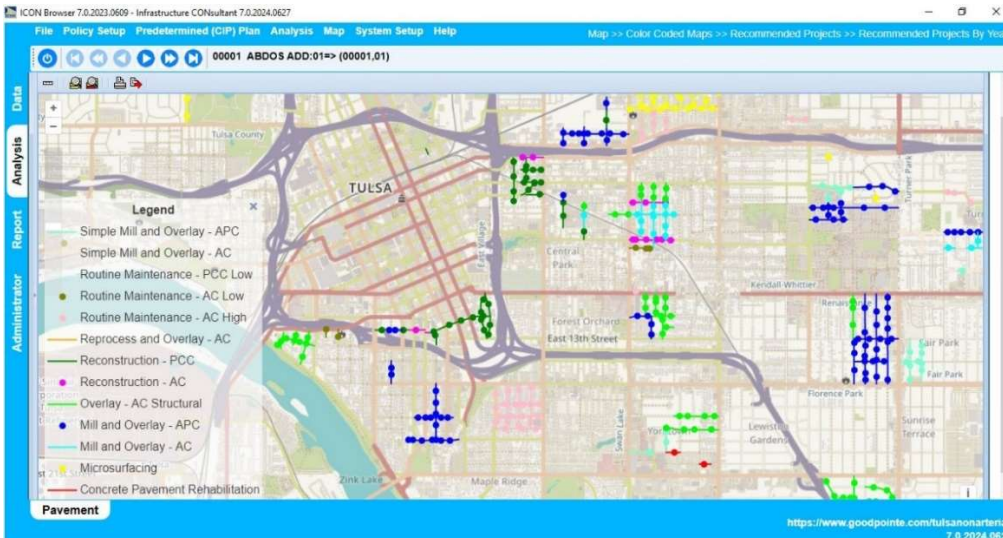
Our experience has taught us to maintain a flexible approach in the process of working with clients in developing, implementing, and updating infrastructure maintenance management systems, since each project presents unique challenges that may depend on a combination of factors including: socio-economic conditions, infrastructure network condition, available staff resources of the project sponsor, and organizational receptivity to the management system.



Our comprehensive infrastructure management software suite is called InfrastructureCONSultant or ICON for short. ICON is a Cloud based Software as a Service (SaaS) solution.

ICON is a high-powered, browser-based, and user designed management system that allows easy access and retrieval for the public works infrastructure inventory and condition data plus the ability to estimate the cost and benefit of repair strategies, create maintenance and repair plans, develop Capital Improvement Plans (CIP), and track service requests/work orders.

ICON-SaaS can be further customized without any additional coding to track and predict the future condition, performance, budgets and priorities for the greatest economic benefit of your agency's infrastructure.



This ICON SaaS Software color-coded GIS map query shows the type and location of recommended paving projects resulting from our multi-year budget analysis module

Key Staff To Be Assigned to this Project

Anthony (Tony) Kadlec, President, Project Manager, GoodPointe Technology

Mr. Kadlec has 30+ years of experience in providing pavement and asset management services. Mr. Kadlec has provided pavement and asset management services and systems for more than 250 agencies including many projects similar in size and scope to this proposed project.

Mr. Kadlec is responsible for the continual development, management, support, and training of GoodPointe Technology's ICON Pavement / Right of Way Asset Management System. His responsibilities include project management, financial management, staffing, and training, developing and implementing the information management systems that support the operational and end goals of our clients.

Darwin A. Dahlgren, Principal In Charge, GoodPointe Technology

Mr. Dahlgren has more than 35+ years of experience as a civil engineer in both the civil engineering and the software and system development side of pavement and related infrastructure data collection, evaluation and management systems and services.

Mr. Dahlgren is well known for his expertise in pavement and infrastructure management systems and has participated in the successful implementation of right-of-way design, maintenance, rehabilitation and management system-related projects for cities, provinces, airports, and government installations worldwide. These implementations have included the use of state-of-the-art systems and engineering services designed for accurate, efficient, and cost-effective pavement and right-of-way data collection, evaluation, management, reporting.

GoodPointe Engineering Technicians / System Data Analysts (Years of Experience)

Tye Wilson (25) Jonathon Patterson (20) Chris Kizer (17) Marata Kadlec (16)

2. METHODOLOGY

Project Scope:

TASK 1. PROJECT INITIATION (DATA TRANSFER & NETWORK UPDATE)

Once the notice of selection has been received, the first step in this project will be to gather the available source data for this project.

Required Project Source Data:

- ESRI Centerline Shapefile (WGS84 Format) linked to roadway inventory; and,
- Latest paving projects applied for current inventory (if available).

TASK 2. ASTM PCI PAVEMENT CONDITION SURVEY

Overview

The proposed surface condition evaluation for this project will be based upon the standard survey distress definition as specified in the methodology of ASTM 6433-23, by the American Society for Testing and Materials (ASTM). This assessment will provide a calculated Pavement Condition Index (PCI) for each pavement management inventory section (e.g. street block) evaluated in the survey.

For the bituminous pavements within the selected project area, the following pavement surface condition distresses will be utilized for evaluation:

- Alligator Cracking
- Bleeding (Flushing)
- Block Cracking
- Depression
- Edge Cracking
- Longitudinal & Transverse Cracking
- Patching
- Potholes
- Raveling
- Rutting
- Swells
- Weathering

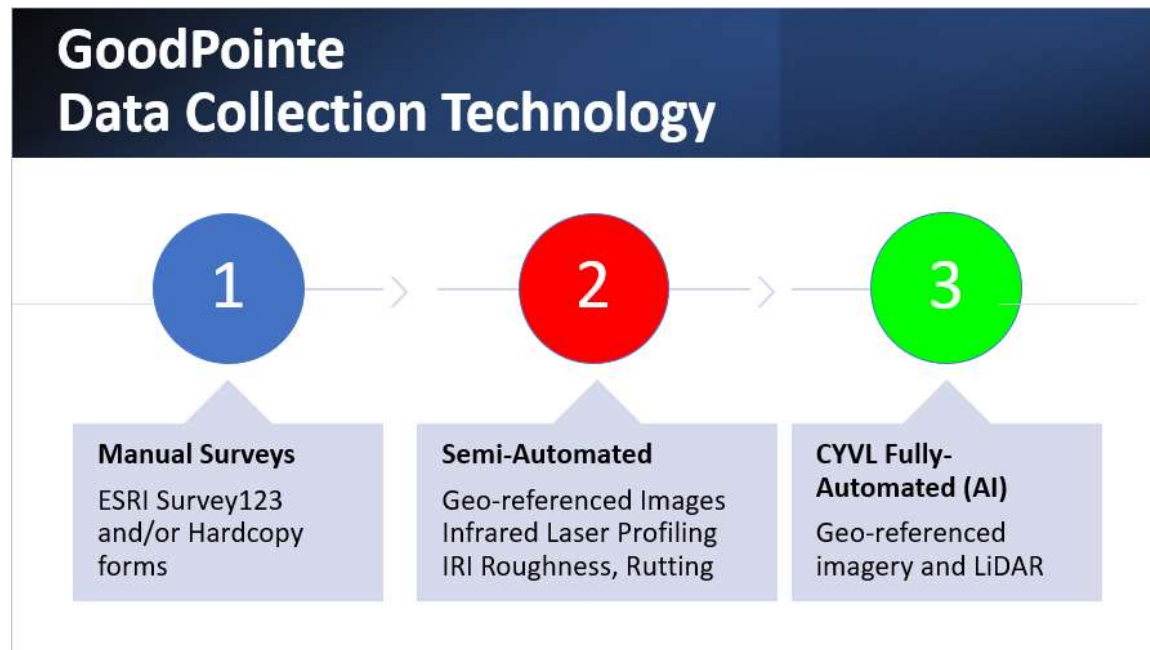
Summary

| Part | Description | Quantity | Survey Method/Technology |
|------|----------------------|----------|---|
| A | Selected AC Roadways | 65 miles | AI-based Survey w/ GoPro™ 2D & 360° imagery and LiDAR |

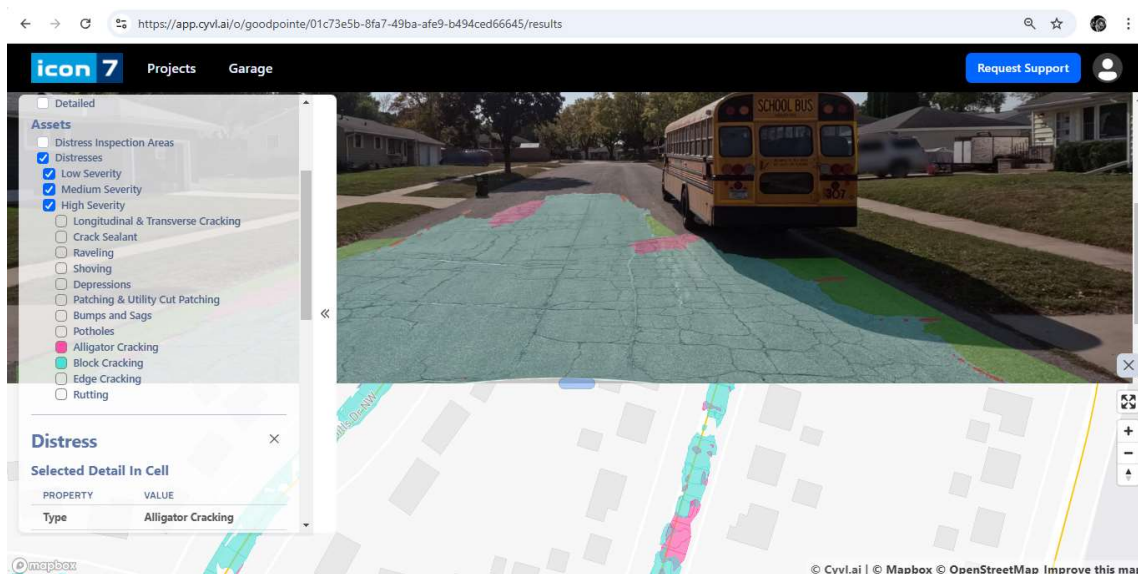
Deliverables:

Data to be delivered in MS Excel spreadsheet report with GIS MapID.

GoodPointe supports the full range of pavement condition survey assessment methods, from **Manual** (walking) surveys where data is entered into our customized ESRI Survey123 mobile data collection app OR onto hardcopy forms, to **Semi-Automated** surveys where our trained technicians use our proprietary feature extraction software to facilitate the inventory or condition survey, to **Fully-Automated** AI-based surveys that feature geo-referenced digital GoPro™ 2D & 360° imagery and integrated LiDAR.



For this project we propose to deploy the **Fully-Automated (AI) data collection technology** of our business partner [Cyvl.ai](https://www.cyvl.ai/), which detects, quantifies, and extracts ASTM PCI pavement condition surface distress data and exports the results to tabular XLS data reports.



ASTM PCI pavement condition surface distress is quantified and exportable to ESRI shapefiles

Key Survey Technology Features:

1) Vehicle-Mounted Sensor: Automates 3D LiDAR and GPS-enabled GoPro™ imagery data capture for linear features (i.e. roadways).

2) AI Data Processing: Builds a classified 3D model of the environment from sensor data. Automates inventories, change detection, and measurements. Utilizes: 3D LiDAR Scans, High Resolution Imagery, and GPS.

3) Actionable Results: Results are made available quickly via our web-based platform. AC distress data is automatically tabulated and formatted to import into ICON for PCI calculation and QC review.



For this project, asphalt distresses will be detected and extracted from GoPro imagery and LiDAR scans and then imported to ICON for PCI calculation, QC Review, and system analysis. For more info please go to www.cyvl.ai

CYVL Sensor Specifications:

LiDAR: 360 degrees, 1.3 million points per second, 120 m range, $\pm 0.7 - 5$ cm precision

Camera: 2k resolution, images captured every 20 ft, 360 degrees interactive street view

GPS: RTK level global accuracy, further improved with aerial imagery fusion

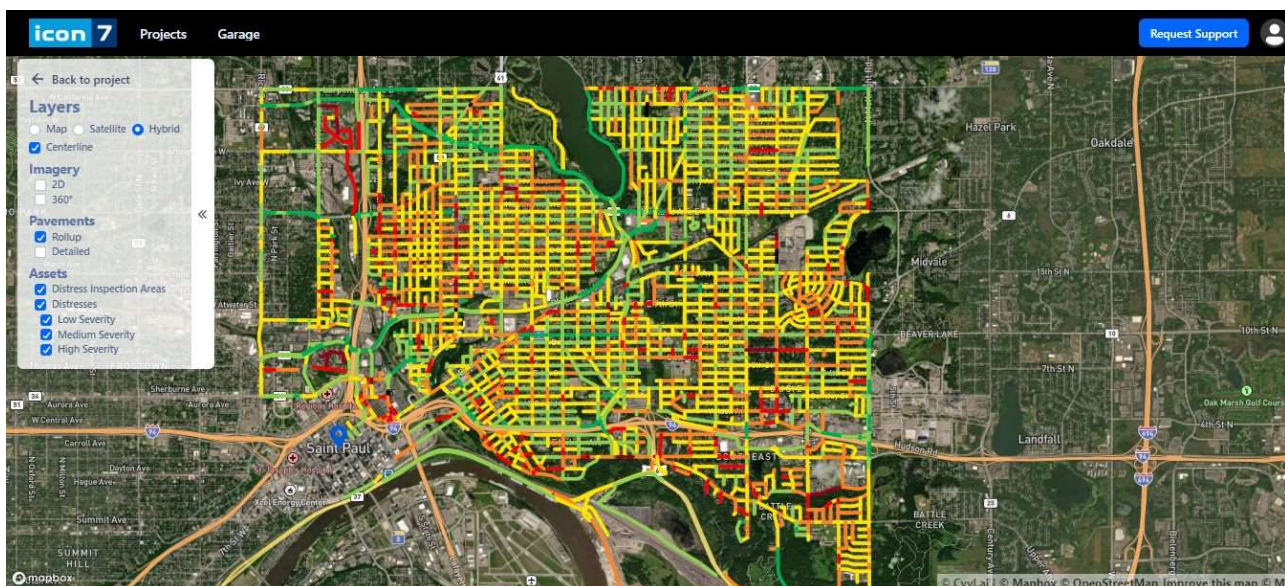
Field Data Collection Process.

We will use the City-supplied ESRI centerline shapefile map (i.e. 'Drive Map') to identify the routes to be driven and imaged in this project. Data collection will occur at the posted speed limits and after all routes are imaged, a hard drive is shipped to our partner for data processing.



Survey data is compiled in 30' sample cells and averaged on a per segment (e.g. street block) basis. Color-coded PCI condition maps are generated and exportable to ESRI shapefile.

The ASTM PCI data is extracted and tabulated for the *full width of the pavement in 30' samples down the length of the roadway* and geo-spatially assigned to the designated client MapID for each segment of the centerline map.



Color-coded PCI condition map for our 2024 PCI Survey Project for the City of St. Paul, MN

Quality Control Factors for this 2025 City of Mendota Heights, MN Project

Given:

- Nine (9) years has elapsed since the most recent network level PCI survey was conducted on the City roadway pavement network. GoodPointe typically recommends a resurvey frequency of 3 to 4 years;

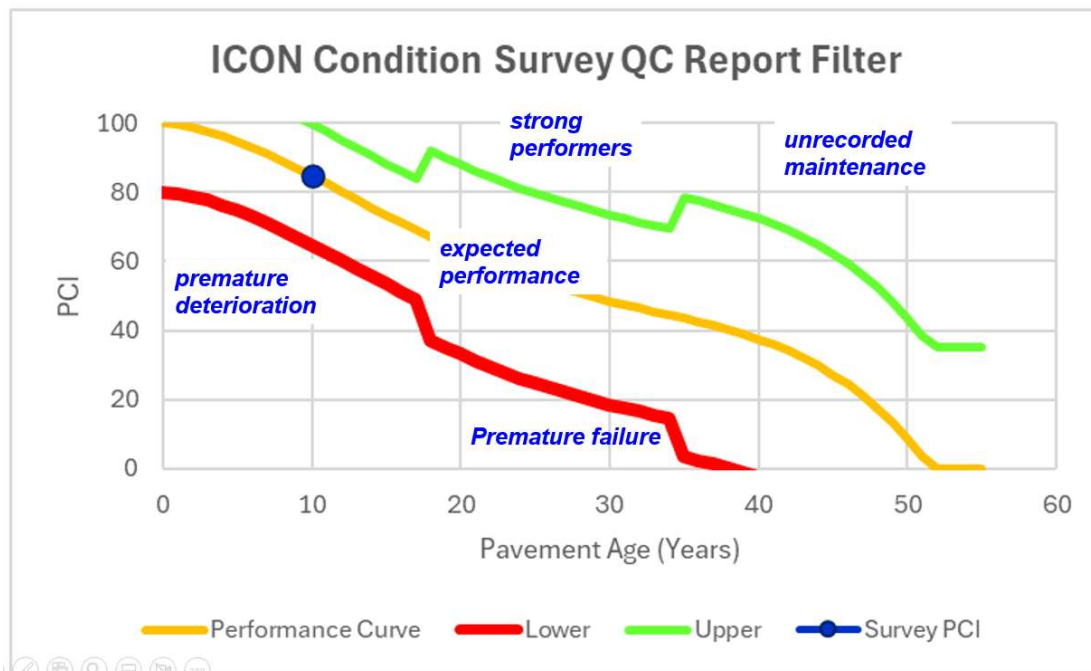
Our Quality Control Plan for the 2025 Mendota Heights PCI Survey Project:

- Load the latest (most recently applied) set of available structural and/or non-structural (e.g. seal coat, rejuvenator treatments, etc.) treatment data for each pavement management inventory section (e.g. street block);
- Evaluate the pattern of variation of 2025 PCI *within specific pavement performance groups* (e.g. AC/Residential/Construction, AC/Residential/Overlay, etc.). This will be more reliable and instructive than comparing the change of PCI of a given street block from 2016 to 2025, given the amount of time elapsed between surveys and the difference in PCI data collection methodology;
- Utilize the ICON pavement management quality control framework to identify the area(s) of the City network that are under-performing relative to City expectations, for the entire life-cycle of each pavement.

GoodPointe will import the ASTM PCI distress data (distress type, severity level, and quantity) into the ICON SaaS Pavement Management System for quality control review, analysis and final PCI calculation.

GOODPOINTE QA/QC PROCEDURES

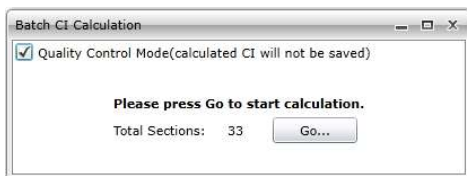
For this project we will deploy the ICON QC framework for the collected PCI to identify PCI survey results which are outside the normally expected variation of pavement performance.



Example of the ICON Condition Survey QC Report Filter which will be customized and established for the pavements to be evaluated in this project.

For example, if we know that a PCC roadway was constructed ten (10) years ago, then based upon the specified performance curve we might expect the PCI to be in the 65 to 100 range. However, if the resulting survey PCI=50 (below the red line), then the section would be flagged for QC review to confirm the quality of the condition survey and/or to document any extenuating circumstances (e.g. localized damage, etc.).

Our Quality Control *Batch CI Calculation* report enables us to automatically capture and present meaningful QA/QC information to help ensure that the collected system data provides an accurate representation of pavement conditions in the field.



Once the pavement distress data has been imported into the ICON program, clicking the 'Go' button generates a quality control report spreadsheet which compiles the essential inventory, condition, and latest paving project history information for each section in the batch.

Condition data included in the ICON QC Report includes the: **Current CI** (i.e. the PCI from the current survey); **Previous CI** (i.e. the PCI from the most recent, previous survey), and **Projected CI** (i.e. the expected PCI based on the pavement performance curve established within the ICON program).

Batch CI Calculation Quality Control Report

Records: 33

| # | Street | From | To | Map ID | Surface Type | Func Class | Length | Area | Projected CI | Prev CI | Current CI | Delta CI | Prev Date | Current Date |
|----|-----------------|-------------------------|--------------------------|---------|--------------|------------|--------|----------|--------------|---------|------------|----------|-----------|--------------|
| 1 | Addington Court | Cul-de-sac | West 62nd Street | 2.001 | AC | Local | 369 | 13154.66 | 79.78 | 85.2 | 49.54 | -35.66 | 6/14/2013 | 4/18/2016 |
| 2 | Adret Court | South Manor Road | Cul-de-sac | 3.001 | AC | Local | 404 | 13475.26 | 55.32 | 72.47 | 73.73 | 1.26 | 6/14/2013 | 4/14/2016 |
| 3 | Alpine Trail | Cul-de-sac | Hillcrest Lane | 7.001 | AC | Local | 199 | 9074.66 | 99.17 | 99.93 | 94.15 | -5.78 | 6/16/2013 | 4/12/2016 |
| 4 | Alpine Trail | Hillcrest Lane | Alpine Way | 7.002 | AC | Local | 759 | 18216 | 99.17 | 99.93 | 88.32 | -11.61 | 6/16/2013 | 4/12/2016 |
| 5 | Alpine Trail | Alpine Way | 90' E. of Alpine Way | 7.003 | AC | Local | 90 | 2160 | 69.99 | 83.66 | 92.32 | 8.67 | 6/16/2013 | 4/12/2016 |
| 6 | Alpine Trail | 90' E. of Alpine Way | 982' N.E. of Alpine Way | 7.0035 | AC | Local | 892 | 25706.66 | 77.88 | 89.31 | 69.26 | -20.05 | 6/16/2013 | 4/12/2016 |
| 7 | Alpine Trail | 982' N.E. of Alpine Way | Cul-de-sac | 7.004 | AC | Local | 430 | 14618.66 | 90.07 | 93.73 | 72.77 | -20.96 | 6/16/2013 | 4/12/2016 |
| 8 | Alpine Way | North Hillcrest Court | Hillcrest Lane | 8.001 | AC | Local | 332 | 8964 | 98.62 | 99.72 | 77.62 | -22.1 | 6/16/2013 | 4/12/2016 |
| 9 | Alpine Way | Hillcrest Lane | Alpine Trail | 8.002 | AC | Local | 1143 | 30861 | 92.75 | 95.82 | 89.89 | -5.93 | 6/16/2013 | 4/12/2016 |
| 10 | Ashby Lane | Mere Drive | Cul-de-sac | 22.001 | AC | Local | 755 | 18120 | 68.85 | 82.84 | 53.51 | -29.34 | 6/13/2013 | 4/20/2016 |
| 11 | Ashby Lane | Ashby Lane | Cul-de-sac (16570-16578) | 22.0015 | AC | Local | 1 | 3928 | 77.63 | 89.17 | 67.95 | -21.22 | 6/13/2013 | 4/20/2016 |
| 12 | Ashby Lane | Cul-de-sac | Whittington Walk | 22.002 | AC | Local | 253 | 6072 | 60.17 | 76.26 | 60.16 | -16.1 | 6/13/2013 | 4/20/2016 |
| 13 | Barberry Lane | Peterberg Road | Padon Drive | 41.001 | AC | Local | 694 | 18738 | 68.25 | 82.43 | 62.97 | -19.46 | 6/10/2013 | 4/11/2016 |
| 14 | Barberry Lane | Padon Drive | Duck Lake Trail | 41.002 | AC | Local | 429 | 11583 | 67.3 | 81.72 | 60.26 | -21.47 | 6/10/2013 | 4/11/2016 |
| 15 | Bay Drive | Cul-de-sac | Baywood Lane | 45.001 | AC | Local | 485 | 18238.66 | 77.88 | 89.31 | 77.59 | -11.72 | 6/16/2013 | 4/12/2016 |
| 16 | Baywood Lane | Baywood Terrace | Bay Drive | 47.001 | AC | Local | 750 | 23200 | 73.58 | 86.27 | 66.69 | -19.58 | 6/16/2013 | 4/12/2016 |
| 17 | Baywood Lane | Bay Drive | Eden Prairie Road | 47.002 | AC | Local | 108 | 2592 | 68.58 | 82.6 | 58.41 | -24.2 | 6/16/2013 | 4/12/2016 |
| 18 | Baywood Lane | Eden Prairie Road | Cul-de-sac | 47.003 | AC | Local | 1182 | 35847.66 | 77.57 | 89.1 | 74.11 | -14.99 | 6/16/2013 | 4/12/2016 |
| 19 | Baywood Terrace | Cul-de-sac | Baywood Lane | 48.001 | AC | Local | 325 | 12334.16 | 73.16 | 85.96 | 71.26 | -14.7 | 6/16/2013 | 4/12/2016 |
| 20 | Cambridge Place | Whittington Walk | Cul-de-sac | 106.001 | AC | Local | 189 | 9023.66 | 73.8 | 86.46 | 70.91 | -15.56 | 6/13/2013 | 4/20/2016 |

Export Close

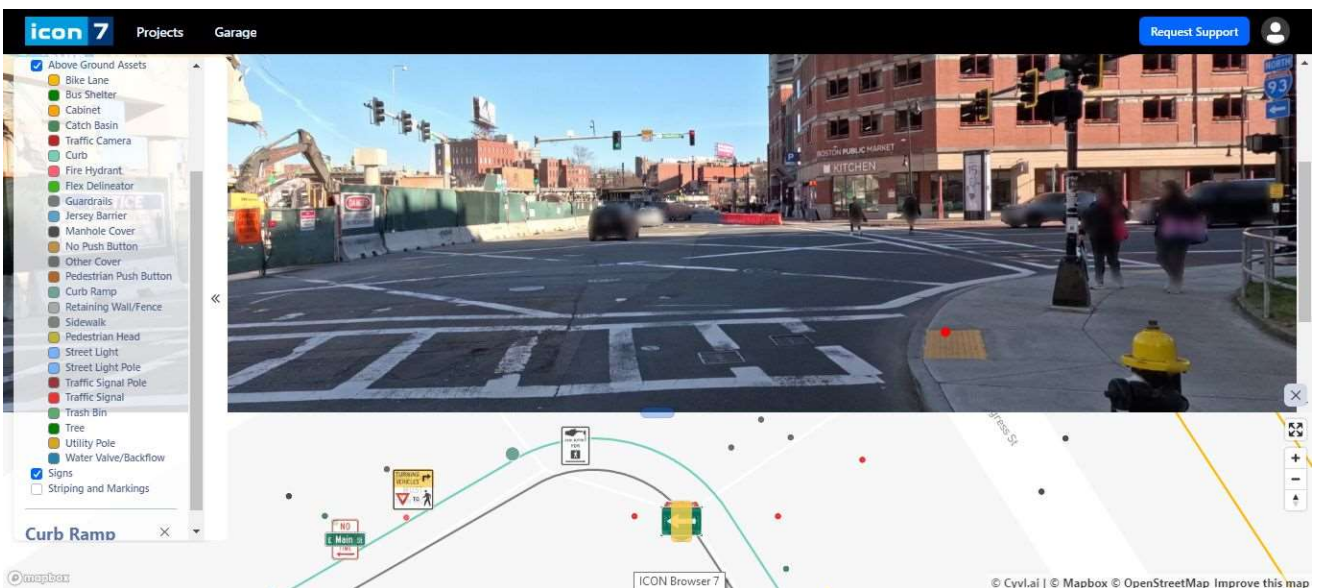
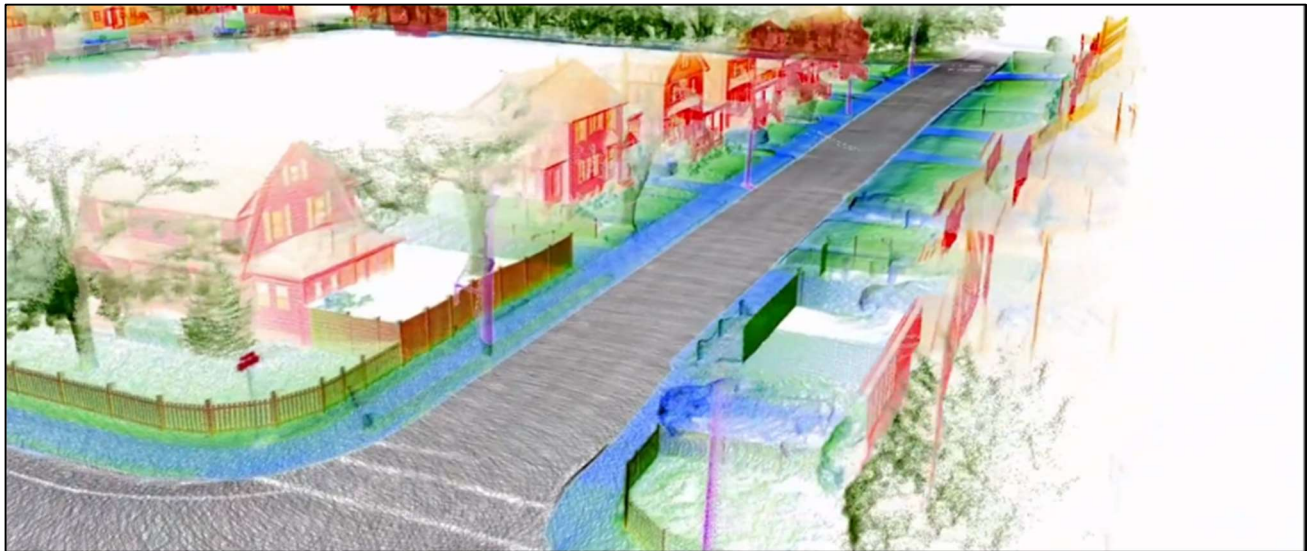
The tabular ICON QC Report will be exported XLS format for offline review and analysis for this project.

Sections with known construction history that demonstrate significant variation between the 'Projected PCI' and the 'Current PCI' will be tabulated for review by the project team and documented in the technical report for this project.

TASK 3. PROJECT OPTIONS

OPTIONAL TASK 3.1 RIGHT OF WAY ASSET INVENTORY

Using the right of way LiDAR and geo-referenced imagery data collected in this project, we can also extract, GPS-locate, and deliver above-ground right-of way asset inventory data in ESRI shapefile format.



Using LiDAR and GoPro imagery we can extract right-of-way asset type and GPS location

Maximizing the Usefulness of the Right of Way Data Collected in This Project

To maximize the return on investment (ROI) realized by the City in this project, please review the al-a-carte menu of optional asset survey items on the following page and return your feedback to us at info@goodpointe.com for a not-to-exceed cost-estimate (\$/mile).

List of Optional Right of Way Asset Features Available for Extraction

| | Asset Item | Category | Need to Have Data Attributes | 'Would Like' Data Attributes |
|---|---|---------------------|------------------------------|------------------------------|
| X | Mark the asset(s) you are interested in with an 'X' and specify your 'Need to Have' and 'Would Like to Have' data attributes => | | | |
| | Linear Assets | | | |
| | Guardrails | Safety Barriers | | |
| | Retaining Wall/Fence | ROW Asset | | |
| | Sidewalk (along road) | Transportation | | |
| | Curb | Drainage | | |
| | Bike Lane | Striping & Markings | | |
| | Flex Delineator | Safety Barriers | | |
| | Jersey Barrier | Safety Barriers | | |
| | Point Assets | | | |
| | Signs | Traffic Control | | |
| | Manhole Covers* | Drainage/Utilities | | |
| | Catch Basin* | Drainage | | |
| | In-pavement Water Valve/Backflow | Utility | | |
| | Fire Hydrants* | Fire Protection | | |
| | Traffic Lights* | Traffic Control | | |
| | Streetlights* | Illumination | | |
| | Boulevard Trees* | Forestry | | |
| | Bus Shelters* | Transportation | | |
| | Benches* | Transportation | | |
| | Bike Lane Post* | Traffic Control | | |
| | Curb Cuts* | Drainage | | |
| | *note: We can discount these ones with limited attributes after a certain number | | | |
| | Striping & Markings | | | |
| | Lane Striping | Striping | | |
| | Legend/Symbols (BUS ONLY, left turn arrow, etc.) | Markings | | |
| | Stop Bar | Markings | | |
| | Crosswalk (ladder, decorative, etc.) | Markings | | |
| | Bike Lane | Markings | | |
| | Miscellaneous | | | |
| | Curb Ramp (depends on Desired Attributes) | ADA | | |
| | Trash Bin (Streetside, may get color/symbol for company) | Utility | | |

OPTIONAL TASK 3.2 ANNUAL ICON SAAS SUBSCRIPTION

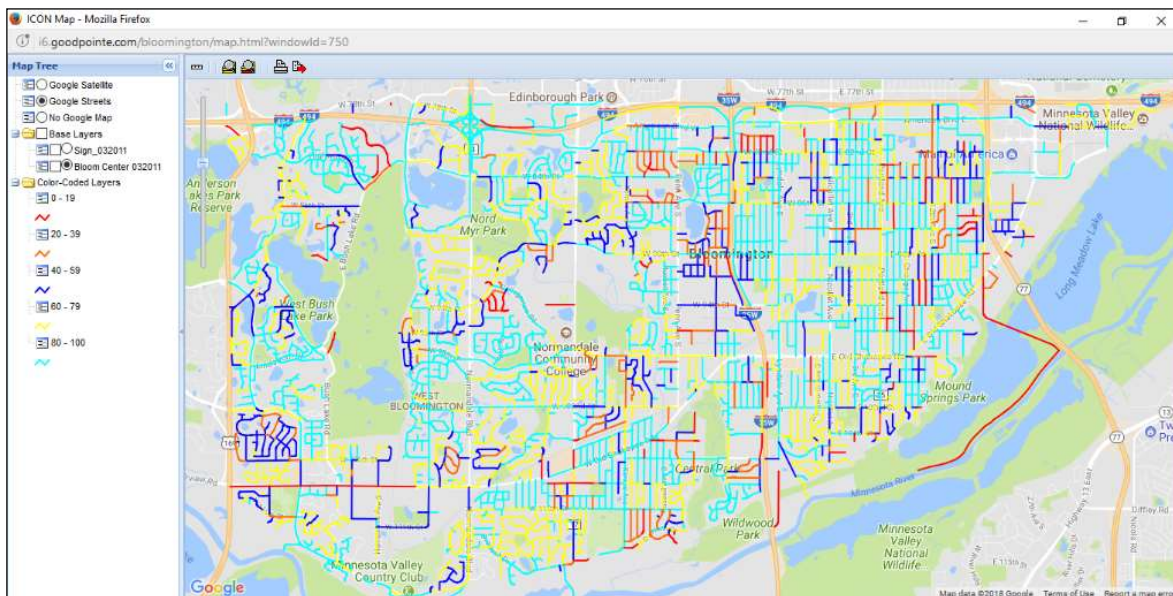
For this project we are establishing a working copy of the ICON SaaS (Software as a Service) Pavement Management System to calculate PCI, run scenarios, generate the project deliverables for Mendota Heights.

And we extend our invitation to City staff to participate in our upcoming ICON Pavement Management User Group meeting(s) that we will be holding this winter.



ICON-SaaS is a high-powered, browser-based, user designed infrastructure asset management system for physical public works infrastructure. ICON can be further customized by you without any additional coding to track and predict the future condition performance and

economic needs of a city, county, province, or Department of Transportation (DOT) infrastructure network.



ICON Screen Capture: Color Coded GIS Map of Today's Projected Condition

The ICON software suite enables our clients to more cost-effectively manage their infrastructure assets; assets that range from county roads, city streets, sidewalks, curb and gutter, signs and signals, bridges, parking lots, wastewater and storm drainage systems, water pipelines, park features, and other miscellaneous assets located in the right of way.

ICON 7 features an integrated Geographical Information System (GIS) Mapping Interface, which allows you to read and write information to and from your infrastructure management database through a linked mapping interface integrated with ESRI ArcGIS™ and other OGC compliant open-source GIS mapping tools.

For this project, we are proposing the implementation of the following module:

- **Pavement Management Module**

To promote the long-term effectiveness of your ICON infrastructure management system, GoodPointe Technology has established an annual maintenance agreement for the ICON software. The value of this support plan is unmatched by any of our competitors and has been developed to answer any questions or solve any errors you may encounter related to the operation of the ICON software.

The ICON SaaS Subscription Includes:

- Hosting of the ICON system by GoodPointe on our high performance, dedicated Amazon Web Services (AWS) cloud server;
- Unlimited technical support for one designated user per module;
- Annual software maintenance and support via telephone or email between the hours of 9:00 am to 5:00 pm, (CST) Monday through Friday;
- Updates/enhancements to the ICON software during the term of the agreement;
- On-line support via email (support@goodpointe.com) or through your member login account on our GoodPointe Technology website (www.goodpointe.com); and,
- Training on infrastructure management system-related topics and system enhancements at our User Group meeting workshops held in the St. Paul/Minneapolis Metropolitan area.

Authorizing Additional Users For ICON Software Support

Under this agreement, your agency will identify one primary user of the software, per module, to serve as the administrative contact to distribute technical information back to other users of the ICON program at the City. Additional ICON users may be authorized to receive ICON software support from GoodPointe Technology, on a per-user/per support year basis, under the terms specified in this agreement.

Subscription Renewal

The ICON SaaS Subscription will span the calendar year and will require renewal on an annual basis, with the corresponding agreement letter to be sent to the primary contact of your agency in mid-November of each year.



The Digital Democracy of the ICON User Group

How it Works

As an authorized user of the ICON program, the City would become a member in the ICON User Group network, with 100 votes per ICON module purchased.

During the year, GoodPointe will collect user suggested ideas to enhance existing system features and/or to develop new system features. On a semi-annual basis, these enhancements are reviewed and authorized by an authorized user vote at our ICON User Group Meetings or by online communications (usually email).

Development projects are prioritized for future development covered under the maintenance plan of the ICON program. These meetings are held at conference locations in the Minneapolis/St. Paul metropolitan areas and at rotating ICON client user facilities.

Benefits

These meetings address our users' ever-evolving system needs and keeps us focused on providing an ICON system that is relevant and maintainable to our clients. It also promotes an energetic user community that is more willing to share their great ideas for improving the system for the benefit of the larger ICON user group community.

We challenge any of our competitors to come up with a better development model.

ICON Pavement Management Software Features

For a listing of the specific features for the ICON software module(s) proposed for this project, please refer to the appendix of this proposal.

Other ICON Modules:

- Sign (SIGN) Module
- Right of Way (ROW) Assets Module
- Work Management (WORK) Module

OPTIONAL TASK 3.3 SYSTEM ANALYSIS CONSULTING SERVICES

Under this task GoodPointe will provide the value-added consulting effort under this task.

- Participate in online or onsite meetings to address the City's ongoing pavement management needs.
- Transfer and/or update the pre-existing geocode link/asset data from the City's legacy and/or third-party database system(s).
- Provide onsite or online ICON system training for City staff designated to work with the system.
- Data entry/import of inventory updates and/or maintenance projects performed in recent years, registering the improved condition into the ICON database.
- Receive and enter the City's Proposed Capital Improvement Projects (CIP List) and proposed project costs into the Predetermined Plan of ICON.
- Update the ICON program to reflect the City's current asset management policies, paving strategies, application parameters, unit costs, etc.
- Review/Update the pavement performance curves to be loaded in ICON based on actual City pavement performance data.
- Use the ICON Budget Analysis Module to run multiple, multi-year projections (1 to 75 years into the future) to document the projected average network condition and deferred maintenance backlog results, based on the data supplied in above items.
- Document the Trends in Pavement Condition, queried out of the historical database tables of ICON.
- Include the scenario results run in an executive summary report.
- Generate GIS mapping data and/or PowerPoint presentation materials for elected officials.

Note:

- GoodPointe offers consulting services in pre-paid packages of 10-, 20-, 40-, or 80 hours with discounted rates for the more hours you buy;
- Are paid up front as a lump sum fee and expire after a period of one-year from the agreement date;
- Alternatively, consulting services may be delivered on a cost-plus (hourly) basis; and,
- Do not include out of pocket expenses such as billable travel mileage (\$0.75/mile), airfare, per diem, etc.

The above items are offered as a preliminary suggestion of work objectives for the City under this project. GoodPointe will work with the City to define/refine the set of deliverables under this task. GoodPointe will provide an ongoing report of the consulting effort provided under this task throughout the duration of the project

3. PRICING SUMMARY

| Task | Description | Quantity | Rate | Optional | Total Cost |
|---|---|-------------------------|--------------|-------------------|--------------------|
| 1 | Project Initiation | | | | |
| 2 | ASTM PCI Pavement Condition Survey | 65 miles | \$325/mile | | \$21,125.00 |
| 3.1 | Right of Way Asset Inventory | TBD | TBD | TBD | TBD |
| 3.2 | Annual ICON SaaS Subscription-Pavement Module | 1 Year | \$1,995/year | \$1,995.00 | |
| 3.3 | System Analysis Consulting Services* | Forty (40) Hour Package | \$3,000 | \$3,000.00 | |
| Total Budget (Not-to-Exceed): | | | | \$4,995.00 | \$21,125.00 |
| Total Budget with all options (Not-to-Exceed): | | | | | \$26,120.00 |

*** System Analysis Consulting Services Pricing for the 2025 Calendar Year:**

| ICON Premium Support Package | Package Pricing | Effective Hourly Rate | Discount Relative to the Cost-Plus Rate of \$150/hour |
|--|-----------------|-----------------------|---|
| 10 Hours | \$1,050 | \$105/hour | 30% |
| 20 Hours | \$1,840 | \$92/hour | 39% |
| 40 Hours | \$3,000 | \$75/hour | 50% |
| 80 Hours | \$4,400 | \$55/hour | 63% |
| 2025 Value-added Cost-Plus Consulting Services Hourly Cost Rate: \$150/hour | | | |

4. DATA COMPATIBILITY AND INTEGRATION

Explain how the proposed method(s) will integrate with the city's existing data systems

Our proposed PCI survey methodology will utilize a City-supplied ESRI centerline shapefile to identify the roadway inventory sections to be evaluated in this project. Our 2025 PCI survey results will therefore be linked to the City's existing data systems as they relate to this project, namely City GIS and any other related database management system(s) (e.g. ICON Pavement Management SaaS).

ICON enables the importing and exporting of information and data in a wide variety of industry-standard third-party formats including documents (*.docx, *.pdf), spreadsheets (*.csv, *.xlsx), and mapping data (*.shp), and includes an API (automated program interface) to communicate directly with third-party enterprise management information systems (e.g. ESRI ArcGIS Server).

Explain how the proposed method(s) is the best method for future assessments

We are recommending our fully automated, AI-based LiDAR-enhanced digital imaging technology for this project, because it is:

- **More consistent, reliable, and repeatable:** the subjectivity of having multiple humans performing surveys in slightly different, unpredictable ways, is eliminated. Our LiDAR capability enables us to detect roadway surface issues that are frequently undetected by humans (e.g. rutting, depression, etc.);
- **Quicker:** we can typically turn around the preliminary PCI survey results within a month of the notice to proceed;
- **More cost-effective** relative to manual and semi-automated surveys for this size of project. And it gives the City the option to incorporate other right-of-way assets on an as-needed basis, without needing to re-drive the network;
- **Safer** than having our personnel out on busy city streets driven by distracted drivers; and,
- **Easier to verify the results and to document network status:** with our digital image viewing software we are able to see exactly what PCI distress types, severity levels, and quantities are extracted on top of the visual imagery collected on the roadways and have visual documentation of the network at the time of the survey (e.g. presence of traffic control devices, etc.).

Methods for converting existing PCI data to the proposed format for historical comparison

The City's roadway centerline map contains the unique field **GlobalID** which will uniquely define each street inventory sections and link it back to the historical PCI survey scores. This will enable us to compare previously collected PCI data to the PCI scores that we propose to collect for the City in 2025.

5. TIMELINE

Preliminary/Proposed Schedule

Assuming a notice to proceed date in January 2025 here is our preliminary/proposed schedule for this project:

| Task | Description | Timeline |
|------|--|---|
| | Estimated Notice-to-Proceed | January 2025 |
| 1 | Project Initiation (Data Transfer & Network Update) | January 2025 |
| 2 | ASTM PCI Pavement Condition Survey | As soon as possible, weather dependent |
| 3.1 | OPTIONAL Right-of-Way Asset Inventory | To Be Determined |
| 3.2 | OPTIONAL Annual ICON SaaS Subscription- Pavement Module | Jan. – Dec. 2025 |
| 3.3 | OPTIONAL System Analysis Consulting Services | Jan. – Dec. 2025 |

Note: the above schedule can be adjusted to better meet the needs of the City.

6. SUMMARY OF PAST EXPERIENCE

Summary of GoodPointe Project Work in the Past Twenty-five (25) Years

| Total Centerline Miles | Agency | Coordinate Survey Crews | Tabulation of Data | Quality Control Review Services | Database Management | Data Collection Services | Point of Contact | Department |
|------------------------------|------------------------------------|-------------------------|--------------------|---------------------------------|---------------------|--------------------------|--------------------------------|-----------------------------------|
| 425 | Anoka County, MN | x | x | x | x | x | Mr. Aaron Anderson | Highway Department |
| 422 | Arlington County, VA | x | x | x | x | | Mr. Hung Tran | Public Works Department |
| 455 | Becker County, MN | | x | x | x | | Mr. James Olson | Highway Department |
| 713 | Beltrami County, MN | | x | x | x | | Mr. Bruce Hasbargen | Highway Department |
| 366 | Chisago County, MN | | x | x | x | | Mr. Joe Triplett | Highway Department |
| 250 | City of Apple Valley, MN | x | x | x | x | x | Mr. Matt Saam | Engineering Department |
| 28 | City of Arden Hills, MN | x | x | x | x | X | Mr. David Swearingen | Engineering Department |
| 399 | City of Bloomington, MN | x | x | x | x | | Mr. Chris Myers | Public Works Department |
| 250 | City of Burnsville, MN | x | x | x | x | | Mr. Jeff Radick | Engineering Department |
| 101 | City of Champlin, MN | x | x | x | x | X | Ms. Heather Nelson | Public Works Department |
| 161 | City of Chanhassen, MN | x | x | x | x | X | Ms. Alyson Fauske | Public Works Department |
| 3 | City of Circle Pines, MN | x | x | x | x | X | Mr. Pat Stapleton | Parks Department |
| 80 | City of Cloquet, MN | x | x | x | x | X | Mr. John Anderson | Engineering Department |
| 170 | City of Cottage Grove, MN | x | x | x | x | X | Ms. Jennifer Levitt | Public Works Department |
| 516 | City of Dothan, MN | x | x | x | x | X | Mr. Charles Metzger | Engineering Department |
| 444 | City of Duluth, MN | x | x | x | x | X | Ms. Cari Pederson | Engineering Department |
| 228 | City of Eagan, MN | x | x | x | x | X | Ms. Sara Pluta | Public Works - Streets Department |
| 40 | City of East Grand Forks, MN | x | x | x | x | X | Mr. Jason Stordahl | Public Works Department |
| 224 | City of Eden Prairie, MN | x | x | x | x | X | Ms. Ashton Kogel | Engineering Department |
| 193 | City of Eden Prairie Parks, MN | x | x | x | x | X | Mr. Matthew Borne | Parks and Recreation |
| 200 | City of Edina, MN | x | x | x | x | X | Mr. Andrew Scipioni | Engineering Department |
| 146 | City of Elk River, MN | | x | x | x | | Mr. John Anderson | Public Works/Engineering |
| 14 | City of Falcon Heights, MN | x | x | x | x | X | Ms. Jennifer Lowry | Engineering Department |
| 452 | City of Fargo, ND | x | x | x | x | X | Mr. Tom Knakmuhs | Engineering Department |
| 80 | City of Fairmount, MN | | x | x | x | | Mr. Troy Nemmers | Engineering Department |
| 80 | City of Farmington, MN | x | x | x | x | x | Mr. John Powell | Engineering Department |
| 111 | City of Fergus Falls, MN | x | x | x | x | x | Mr. Brian Yavarow | Engineering Department |
| 294 | City of Grand Forks, ND | x | x | x | x | x | Mr. David Kuharenko | Engineering Department |
| 100 | City of Grove, OK | | x | x | x | | Mr. Jim Hemphill, Poe & Assoc. | Engineering Department |
| 98 | City of Hastings, MN | x | x | x | x | x | Mr. John Caven | Engineering Department |
| 57 | City of Hopkins, MN | x | x | x | x | x | Mr. Nate Stanley | Engineering Department |
| 76 | City of Hutchinson, MN | x | x | x | x | x | Mr. John Olson | Public Works Department |
| 151 | City of Inver Grove Heights, MN | x | x | x | x | x | Mr. Steve Dodge | Engineering Department |
| 80 | City of Lake Elmo, MN | x | x | x | x | x | Mr. Jack Griffin | Public Works Department |
| 217 | City of Maple Grove, MN | | x | x | x | | Mr. Marc Culver | Engineering Department |
| 200 | City of Mankato, MN | | x | x | x | x | Mr. Michael McCarty | Engineering Department |
| 132 | City of Maplewood, MN | x | x | x | x | x | Mr. Michael Thompson | Public Works Department |
| 1 | City of Medicine Lake, MN | x | x | x | x | x | Mr. Chris Klar | Public Works |
| 70 | City of Mendota Heights, MN | x | x | x | x | x | Mr. Ryan Ruzek | Engineering Department |
| 960 | City of Minneapolis, MN | | x | x | x | | Mr. Oscar Weber | Public Works Department |
| 200 | City of Moorhead, MN | | x | x | x | x | Mr. Jim Schulz | Engineering Department |
| 60 | City of Moorhead Parks, MN | | x | x | x | x | Mr. Michael Krueger | Parks Department |
| 39 | City of Mounds View, MN | | x | x | x | x | Mr. Don Peterson | Department of Public Works |
| 63 | City of New Hope, MN | x | x | x | x | x | Mr. Guy Johnson | Public Works Department |
| 100 | City of New Ulm, MN | x | x | x | x | | Mr. Joe Stadheim | Engineering Department |
| 320 | City of Newark, NJ | | x | x | x | | Mr. Jason Hahn | Michael Baker Jr. |
| 224 | City of Norfolk, NE | x | x | x | x | x | Mr. Mark Dolechek | Engineering Department |
| 60 | North Oaks Homeowner's Association | x | x | x | x | x | Ms. Kristie Elfering | Elfering & Associates |
| 100 | City of Northfield, MN | x | x | x | x | x | Mr. David Bennett | Public Works Department |
| 100 | City of Oakdale, MN | x | x | x | x | X | Mr. Brian Bachmeier | Public Works Department |
| 286 | City of Plymouth, MN | | | x | x | x | Ms. Jimmy Gosse AURI | Parks & Recreation |
| 131 | City of Richfield, MN | | x | x | x | | Ms. Kristin Asher | Department of Public Works |
| 53 | City of Robbinsdale, MN | x | x | x | x | x | Mr. Richard McCoy | Public Works Department |
| 422 | City of Rochester, MN | x | x | x | x | x | Ms. Amy Kreofsky | Department of Public Works |
| 120 | City of Roseville, MN | x | x | x | x | x | Ms. Jennifer Lowry | Department of Public Works |
| 3,800 | City of San Antonio, TX | x | x | x | x | x | Mr. Rocky Aranda, Jr. | Streets Division, Public Works |
| 108 | City of Savage, MN | x | x | x | x | x | Mr. Seng Thongvanh | Engineering Department |
| 250 | City of Shakopee, MN | x | x | x | x | x | Mr. Alex Jordan | Engineering Department |
| 88 | City of Shoreview, MN | x | x | x | x | x | Mr. Tom Wesolowski | Department of Public Works |
| 83 | City of St. Louis Park, MN | x | x | x | x | x | Ms. Deb Heiser | Engineering Department |
| 2,000 | City of Tulsa, OK | | x | x | x | | Mr. Jim Hemphill, Poe & Assoc. | Engineering Department |
| 71 | City of West St. Paul, MN | x | x | x | x | x | Mr. Ross Beckwith | Engineering Department |
| 243 | City of Woodbury, MN | x | x | x | x | x | Mr. Tony Kutzke | Public Works Department |
| 745 | Clay County, MN | | x | x | x | | Mr. Justin Sorum | Highway Department |

| | | | | | | | | |
|---------------|--------------------------------------|---|---|---|---|---|-----------------------|------------------------------------|
| 951 | Columbus Consolidated Government, GA | x | x | x | x | x | Mr. Farhad AliFarhani | Department of Engineering |
| 603 | Crow Wing County, MN | | x | x | x | | Mr. Steve Stroschein | Highway Department |
| 428 | Dakota County, MN | | x | x | x | | Ms. Jeannie Briol | Highway Department |
| 331 | Dodge County, MN | | x | x | x | | Ms. Jessica Brennan | Highway Department |
| 412 | Fillmore County, MN | | x | x | x | | Mr. John Grindeland | Highway Department |
| 623 | Freeborn County, MN | | x | x | x | | Mr. Dan Kenison | Highway Department |
| 401 | Goodhue County, MN | | x | x | x | | Mr. Greg Isakson | Highway Department |
| 321 | Grand Forks East Grand Forks MPO, ND | x | x | x | x | x | Ms. Teri Kouba | Planning Department |
| 561 | Hennepin County, MN | | x | x | x | | Ms. Jamie Hendrickson | Transportation Division |
| 420 | Kanabec County, MN | | x | x | x | | Mr. Greg Nikodym | Public Works |
| 399 | McLeod County, MN | x | x | x | x | x | Mr. John Brunkhorst | Highway Department |
| 402 | Mille Lacs County, MN | | x | x | x | | Mr. Bruce Cochran | Highway Department |
| 1200 | Monterrey County, CA | x | x | x | x | x | Mr. Javad Tanbakuchi | AAE Project Manager |
| 2226 | Montgomery County, TX | | x | x | x | | Ms. Rhonda Hovater | Communication Information Services |
| 381 | Olmsted County, MN | | x | x | x | | Mr. Zach Demmer | Department of Public Works |
| 1058 | Ottertail County, MN | | x | x | x | | Mr. Chuck Grotte | Highway Department |
| 967 | Polk County, MN | | x | x | x | | Mr. Rich Sanders | Highway Department |
| 450 | Rice County, MN | | x | x | x | | Mr. Dennis Luebbe | Highway Department |
| 2650 | San Bernardino County, CA | | x | x | x | X | Mr. Medhat Matia | Pavement Mgmt. Department |
| 340 | Scott County, MN | | x | x | x | | Mr. Luke Simonson | Highway Department |
| 250 | St. Cloud APO | x | x | x | x | X | Mr. Brian Gibson | Planning Department |
| 3004 | St. Louis County, MN | | x | x | x | | Mr. Brian Boder | Highway Department |
| 274 | Wadena County, MN | | x | x | x | | Mr. Jeff Adolphson | Highway Department |
| 281 | Washington County, MN | x | x | x | x | x | Mr. Cory Slagle | Transportation Department |
| 380 | Winona County, MN | | x | x | x | | Mr. Dave Kramer | Highway Department |
| 516 | Wright County, MN | | x | x | x | | Mr. Kevin Johnson | Highway Department |
| 38,482 | Total in last 25 Years | | | | | | | |

Past Infrastructure Management Projects Done by GoodPointe Staff

- Arlington County, VA
- Beltrami County, MN
- Cook County, MN
- CAI Recon Optical, Barrington IL
- Carlton County, MN
- Chisago County, MN
- City of Apple Valley, MN
- City of Arden Hills, MN
- City of Bloomington, MN
- City of Brooklyn Center, MN
- City of Brooklyn Park, MN
- City of Burnsville, MN
- City of Cedar Falls, IA
- City of Champlin, MN
- City of Chanhassen, MN
- City of Coon Rapids, MN
- City of Cottage Grove, MN
- City of Denver, CO
- City of Donna, TX
- City of Dothan, AL
- City of Duluth, MN
- City of Eagan, MN
- City of Eden Prairie, MN
- City of Edina, MN
- City of Elk Grove, IL
- City of Evanston, IL
- City of Farmington, MN
- City of Fairmont, MN
- City of Fargo, ND
- City of Fort Wayne, IN
- City of Grand Rapids, MN
- City of Guangzhou, PRC
- City of Hopkins, MN
- City of Hutchinson, MN
- City of International Falls, MN
- City of Inver Grove Heights, MN
- City of Lake Elmo, MN
- City of Lakeville, MN
- City of Mankato, MN
- City of Norfolk, NE
- City of Newark, NJ
- City of New Ulm, MN
- City of Oakdale, MN
- City of Ottumwa, IA
- City of Plymouth, MN
- City of Richfield, MN
- City of Robbinsdale, MN
- City of Rochester, MN
- City of Rosemount, MN
- City of Roseville, MN
- City of San Antonio, TX
- City of San Francisco, CA
- City of Sausalito, CA
- City of Shawnee, OK
- City of Shijiazhuang, PRC
- City of Sioux Falls, SD
- City of Shoreview, MN
- City of South Pasadena, CA
- City of St. Paul, MN
- City of Tallahassee, FL
- City of Tulsa, OK
- City of West Des Moines, IA
- City of West St. Paul, MN
- City of Woodbury, MN
- Bombay Municipal Corporation (BMC)
- Clay County, MN
- Coco Solo Hospital, Panama
- Columbus Consolidated Gov., GA
- Crow Wing County, MN
- Dakota County, MN
- Dodge County, MN
- Douglas County, NE
- El Paso County, Texas
- Fairfax County, VA
- Fillmore County, MN
- Fort Buchanan, San Juan, Puerto Rico
- Fort Clayton, Republic of Panama
- Fort Devens, Ayer, MA
- Grand Forks-East Grand Forks MPO
 - City of Grand Forks, ND
 - City of East Grand Forks, MN
- Hidalgo County MPO
 - City of Alamo, TX
 - City of Edinburg, TX
 - City of McAllen, TX
 - City of Mercedes, TX
 - City of Pharr, TX
 - City of San Juan, TX
 - City of Weslaco, TX
- Hunter Army Air Field
- Kanabec County, MN
- Marine Corps Recruit Depot, SC
- McClellan Air Force Base, CA
- McLeod County, MN
- Metropolitan Airports Commission (MAC)
- Mille Lacs County, MN
- Minneapolis Park and Rec Board, MN
- Monterrey County, CA
- Montgomery County, TX
- NHAI Natl. Highways Authority of India
- Naval Air Station, Cecil Field, FL
- Naval Air Station, Ingelside, TX
- Olmsted County, MN
- Ohio Dept. of Transportation (ODOT)
- Peterson Air Force Base, CO
- Polk County, MN
- San Bernardino County, CA
- Scott County, MN
- Sherburne County, MN
- Stanford University, CA
- Steele County, MN
- St. Cloud APO
- St. Louis County, MN
- Tulsa District Corps of Eng., OK
- University of Minnesota, Minneapolis, MN
- Virginia Dept. of Transp. (VDOT)

- City of Maplewood, MN
- City of Medicine Lake, MN
- City of Mendota Heights, MN
- City of Menlo Park, CA
- City of Miami/Dade County, FL
- City of Minneapolis
- City of Monticello, MN
- City of Moorhead, MN
- City of Mounds View, MN
- City of Mumbai, India
- City of New Hope, MN
- Fort Drum, Watertown, NY
- Fort Gillem, Georgia
- Fort McCoy, Sparta, WI
- Fort McPherson, GA
- Fort Meade, Baltimore MD
- Fort Sam Houston, San Antonio, TX
- Fort Stewart, GA
- Fort Story, Virginia Beach, VA
- Freeborn County, MN
- Goodhue County, MN
- USMCA, Baumholder, Germany
- USMCA, Fulda, Germany
- USMCA, Goppingen, Germany
- USMCA, Hanau, Germany
- Ventura County, CA
- Village of Highland Park, IL
- Village of Inverness, IL
- Village of St. Anthony, MN
- Wadena County, MN
- Washington County, MN
- Winona County, MN

7. LIMITATIONS AND RISKS

GIS Centerline Shapefile Accuracy

An important factor in our proposed data collection project is the quality of the City-supplied roadway centerline (shapefile) map, which we will use to identify the routes to be evaluated in this project and then geospatially locate and link back to the City's roadway pavement inventory database.

Adequate Physical Representation - Extent

If for a physical roadway segment is not accurately represented by its corresponding GIS map feature linework, then our survey results will simply reflect that lack of accuracy.

For example, cul-de-sac roadway sections that are NOT one contiguous, bulbous pavement area at the cul-de-sac, but that loop around a central feature (e.g. a garden or wooded area) and are only represented in GIS with a simple, shorter line feature that terminates in the middle of the cul-de-sac.

As we drive our data collection vehicle around the loop of such a cul-de-sac, we are essentially driving 'off the map'. Depending on the size of the loop, we are essentially generating data that is outside the buffer search radius of our geo-spatial linking algorithm, thus resulting in a lack of sample data for the given roadway section.

To mitigate the effects of this issue, we do a visual QC review of the positioning of our sample cells relative to the underlying drive map and then adjust (e.g. manually link the samples) for any such anomalies, as necessary.

Adequate Physical Representation – Pavement Change/Feature Breaks

A robust roadway pavement inventory is typically defined based on the combination of at least three factors: 1) pavement surface type; 2) functional classification, and 3) structural paving history, with each inventory section being assigned a unique GIS MapID. In situations when there is a change to one of these factors (e.g. it is partially repaved) an agency is faced with the question of whether to split the original inventory section into multiple, smaller inventory sections (and to make the corresponding linear feature changes on the GIS map), to account for the changes.

Regardless of which PCI data collection method you use, such long segments will be represented with a single PCI, despite the potential actual variation in pavement conditions along its length.

To mitigate the effects of this issue, our fully-automated system collects PCI sample data in 30-foot-long sample units along the entire length of each roadway segment as defined in the designated 'Drive Map' shapefile. Our data collection algorithm evaluates variation in the collected sample PCI, and this issue can be further evaluated in our tabular system QC reports and visually in the color-coded PCI sample map of the CYVL image viewer. With our system the City has the tools and necessary data to make an informed decision whether a given long inventory section ought to be split into multiple, smaller inventory management sections, or not.

End of Proposal

APPENDIX A. ICON PAVEMENT MANAGEMENT SYSTEM FEATURES

Pavement Asset Management



Infrastructure CONsultant (ICON) Infrastructure Management System

In this document, you will find information on the following module(s) of the ICON Software Suite:

Pavement Module

Please contact us with your questions or comments:

GoodPointe Technology
World Headquarters
287 E. 6th Street, Suite 200
St. Paul, MN 55101 USA

Toll Free: +1 866.341.0721
Internet: www.goodpointe.com

Fax: +1 651.726.2545
Email: info@goodpointe.com

Overview of ICON Version 7.0 Features

Q: What is ICON? A. **ICON** is your **InfrastructureCONSultant**.

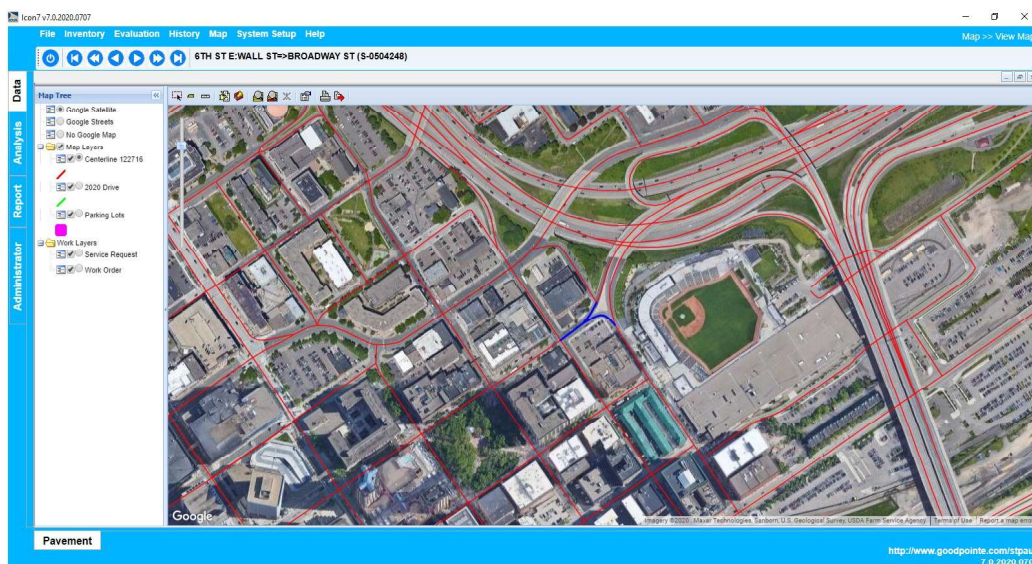
Comprehensive Infrastructure Asset Management. ICON is a high-powered, browser-based, relational database management system (RDBMS) that you can customize to manage and track the economic condition of your physical infrastructure, including: pavements, pavement markings, signs, signals, intersection data, storm sewers, sanitary sewers, water main system, mobile assets, and any other miscellaneous infrastructure assets located in your right of way.

KEY FEATURES: User Interface:

Desktop Folder Design. The front-end user-interface of ICON 7.0 utilizes an intuitive folder design which integrates all program functionality such as data input, condition score calculation, economic scenario analysis, and system data reporting into one easy to use and manage executive program.

Integrated Geographical Information System (GIS) Mapping Interface.

ICON 7.0 allows you to read and write information to and from your infrastructure management database through a linked mapping interface that is integrated with the leading GIS (e.g. ArcGIS) products. Google WMS data (roadway map and satellite) maps can be displayed behind your active map layer(s) to provide real world context to your working maps.



The ICON mapping interface allows the user to point and click on map segments to enter and register the information from your maintenance and rehabilitation activities by saving it directly to the ICON relational database. It also allows the user to zoom in on a map segment and view attribute information such as management section dimensions, visual image photos/video files, project history, or pavement condition survey information, or any other information that you store in ICON.

ICON includes a library of color-coded map queries, which you can generate to view your system data on your map. With the click of a button you can download the color-coded map query (e.g. ESRI shapefile) data for plotting offline of ICON, in your GIS software.

To utilize this functionality, your organization will need to have a digital GIS map, which is associated (linked) to your infrastructure management database.

Supported Database Systems. ICON 7.0 supports the full range of popular database system vendors on the market, such as MS Access, MS SQL Server, ORACLE, and other SQL-compliant database systems. This allows your organization the flexibility to select the database system that meets the Information Technology (IT) goals of your organization and the specific talents of your in-house staff.

Supported Image and Video Formats. ICON 7.0 supports a variety of image and video formats so that you can capture the visual condition of your network, associate it to your management sections and easily retrieve this information.

System Architecture:

Multi-Tier, Browser-Server. The multi-tier browser-server architecture of ICON 7.0 allows the assignment of system access rights for the users of the program at your organization. You can assign an ICON system administrator and the read/write rights of all the users of the ICON program for each data entry screen in the ICON program. This feature enables the various members of your organization to take part in the operation of the program according to their specific roles and responsibilities.

ICON 7 Rest API (Application Program Interface). Use the ICON 7 API to GET data from/PUT data into ICON to serve your in-house and third-party enterprise management applications.

Pavement Management System Modeling. ICON offers the following features for modeling the performance characteristics of your infrastructure network:

- Pavement performance curves can be assigned according to combinations of Surface Type, Functional Class, and Rehabilitation Strategy Type to model the specific performance characteristics of your infrastructure network;
- Available mathematical models range from straight line (1st order curves) to higher (2nd, 3rd, and 4th) order curves;
- For a particular pavement maintenance or rehabilitation strategy (such as sealcoats, overlays, and reconstructs) the user can set: the **maximum number of applications** the strategy can be applied successively before a new strategy must be recommended, the **required time interval** (in years) between successive applications of the strategy, and the **unit cost** of applying the strategy, including the necessary prep work as defined by the local maintenance strategies set by the user;
- **Customized SQL Queries.** Create and save customized SQL query statements that you can run on any table or query view in the ICON relational database; and,
- **Integrate to Third Party Servers/Systems Via Customized Web Service Link.** Your customized SQL queries can be set up to push data from ICON to your third-party servers/systems (e.g. ArcGIS Server).

Budget Analysis/Scenario Capabilities. ICON offers the following features for modeling the performance characteristics of your infrastructure network:

- **GASB 34 Benchmark CI Feature.** Enter an average and/or minimum Benchmark CI to be achieved for all or a subset of your network, and ICON will determine the level of resources for the maintenance, repair, and rehabilitation plan required to meet your stated goals;
- User can specify: length of scenario projection (1 year to 75 years), start year of scenario (up to 10 years from current date), inflation factor (%), variable budget and pavement category allocation funding levels per year;
- The maintenance and rehabilitation backlog and average network PCI is calculated for each year of the analysis period;
- Multi-year **Capital Improvement Programs (CIP)** can be directly integrated in the budget analysis;

- Budget scenario analysis can be run on a user-defined subset of the overall infrastructure network or the entire network;
- **Local Repair/Maintenance Plans** are easily generated to recommend specific local repair fixes based on your pavement management policy and your latest pavement distress data and can be exported to GIS for your maintenance crews to implement;
- Multiple budget scenarios can be stored for future reference and comparison;
- At the start of a budget scenario, the ICON program loads the most recent condition survey data or project related information and deteriorates the condition score from that historical date to the date of the analysis;
- Ability to filter through the historical project information to determine how many times each particular strategy has been applied successively and what the time interval has been since the last strategy. Given this historical information, ICON performs the life cycle cost analysis to determine the optimum way to spend the budget in the future analysis years given the practical constraints of how the applicable strategies need to be programmed;
- Decision tree functionality to develop maintenance plans based on other management section attribute information in addition to surface condition;
- Life-cycle cost analysis algorithm to determine the optimum strategy for competing/overlapping maintenance strategy ranges;
- Curb-reveal algorithm to qualify or disqualify management sections for a network-level overlay strategy/program based on the amount of curb reveal present vs. the amount of curb reveal that is required based on your overlay policy.;
- **Virtual Project Grouping (VPG)** algorithm enables you to re-group your ICON budget scenario work plans to recommend optimal groups of sections to be worked on in the same scenario year instead of individual optimal sections being recommended in a scattered pattern across the network.
- **Reassign Surface Type & Functional Class** algorithm ICON enables you to setup paving strategies to change pavement surface type (e.g. from PCC to AC for an AC over PCC overlay) and/or functional class (e.g. unpaved

to paved, non-curbed to curbed) during the course of a budget scenario run based upon your specified paving strategy triggers;

- **The Customizer.** Create a user-defined table and customized data entry interface to store miscellaneous attribute data that is important to your organization;
- **Scenario Results Query Menu.** Our easy to use ICON Scenario Results Query Menu enables you to drill down on the analysis results of a given scenario and then export results to XLS format for offline tabulation (e.g. summarize in an Excel Pivot Table).

| Year | Picked | Strategy | Map ID | Name | From / To | Reason | Surface Type | Functions | Mile(s) | Area(Sq.Ft) | Total Cost (\$K) |
|------|--------|--------------------------------------|--------------|---------------|-------------------------------|------------------------------------|--------------|-----------|---------|-------------|------------------|
| 2021 | No | Recon PCC (MSA & Local) | 028203240314 | 28TH AVE S | 32ND ST E => 31ST ST E | Not enough money to do the project | PCC | Local | 0.13 | 24,575.41 | 521.14 |
| 2021 | No | Recon PCC (MSA & Local) | 030000252602 | 30TH AVE N | 2ND ST N => PACIFIC | Not enough money to do the project | PCC | Local | 0.16 | 34,102.53 | 699.13 |
| 2021 | No | Recon AC (MSA & Local) | 0071C05W2802 | 7TH AVE NE | CUL-DE-SAC => RAMSEY ST | In CI Range (picked) | AC | Local | 0.07 | 11,765.64 | 238.11 |
| 2021 | No | Recon AC (MSA & Local) | 014202141612 | 14TH AVE S | 23RD ST E => FRANKLIN AVE | In CI Range (picked) | AC | Local | 0.19 | 26,957.72 | 545.56 |
| 2021 | No | Recon AC (MSA & Local) | 141805190509 | DUPONT AVE S | MINNEHAHA PKWY W (N) => 50T | Not enough money to do the project | APC | Local | 0.25 | 33,866.66 | 685.26 |
| 2021 | Yes | Recond/Resurf (Full Width Mill & OL) | 332830132617 | WINTER ST NE | HARRISON ST => DEAD END | In CI Range (picked) | AC | Local | 0.12 | 15,711.95 | 54.85 |
| 2021 | No | Recon AC (MSA & Local) | 170422042201 | GIRARD AVE S | LAGOON AVE => W LAKE ST | Not enough money to do the project | AAPC | Local | 0.06 | 13,924.87 | 281.81 |
| 2024 | No | Recon AC (MSA & Local) | 050433290282 | 50TH ST E | 28TH AVE S => WOODLAWN BLVE | In CI Range (picked) | AC | Local | 0.06 | 12,571.56 | 254.42 |
| 2021 | No | Recon AC (MSA & Local) | 1611C2562204 | FRANCE AVE S | 30-1/2 ST => LAKE ST W | In CI Range (picked) | AC | Local | 0.04 | 6,071.89 | 122.88 |
| 2021 | Yes | Recond/Resurf (Full Width Mill & OL) | 20060161C05N | JOHNSON ST NE | 16TH AV NE => CUL-DE-SAC N OF | In CI Range (picked) | AC | Local | 0.07 | 7,296.26 | 25.47 |
| 2021 | Yes | Routine Maintenance (Crack Sealing) | 332517183502 | WILLOW ST | VALE PL => GRANT ST W | In CI Range (picked) | AC | Local | 0.11 | 11,242.24 | 0.59 |

For example, in the above 'Scenario Query Results Menu' screen we can select a scenario and specify the following variables:

- Analysis year(s);
- Picked (Yes= recommended project, No = deferred maintenance backlog);
- One or many of the list of paving strategies included in the scenario;
- Reason (why the strategy was or was NOT recommended); and,
- Roadway name and/or MapID of selected inventory section.

And then click the 'Export' button to generate an Excel spreadsheet of the selected scenario results, which also include the total area (in square feet), total length (in miles), total cost (\$K), along with the ICON-calculated cost/benefit metrics of each pavement inventory section included in the scenario.

Condition Survey Methodology. ICON offers the following set of methodologies for analyzing the condition of your infrastructure network:

- The ASTM Pavement Condition Index (PCI) Methodology is available for rigid (Portland Cement Concrete) and flexible (asphalt/bituminous) roadway pavements as well as gravel roadways;
- Ability to enter a qualitative rating (Reference CI) score to represent the condition of a given management section;
- Composite Condition Index (Composite CI) to mathematically-integrate condition scores from different measures. For example, a composite CI could be defined to weight 50% of the score from the surface condition PCI and weight the other 50% of the score based on ride quality (IRI);
- ICON is the first commercially available program to integrate the PCI methodology with the Texas Department of Transportation (TxDOT) Pavement Management Information System (PMIS) rating methodology;
- ICON 7.0 is designed with an import function to automatically accept Minnesota Department of Transportation (MnDOT) PMS system pavement condition data. You can run budget scenarios on your preferred condition index: SR, RQI, or PQI;
- ICON 7.0 supports the Georgia Department of Transportation (GaDOT) pavement condition rating system;
- Ability to perform pavement condition surveys on 100% of the management section area or on multiple user-defined samples for a given inventory management section;



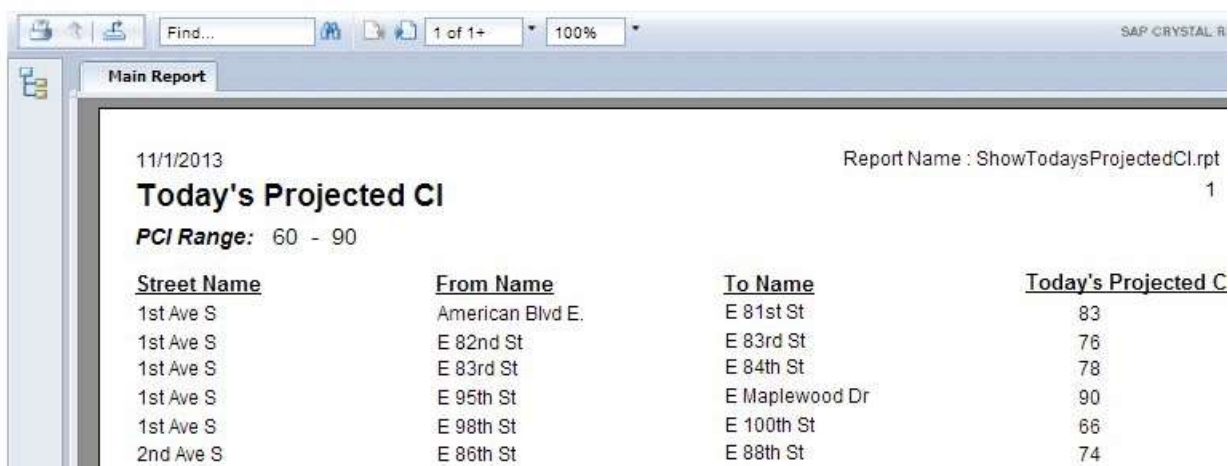
Emerge! Our Emerge! field data collection application for Android-based smart phones and tablets, enables you to download a copy of your pavement inventory to your device to collect data offline (i.e. without an Internet connection) OR with a live, online connection to your ICON data server. Perform pavement condition surveys, sidewalk condition surveys, enter comments, check your planned CIP projects and report infrastructure management issues back to your ICON system;

- The calculated Condition Index is stored for each rated sample for historical reference; and,
- For sidewalk management: a condition index (CI) based on the sidewalk pavement distresses defined in the WALKER system and/or your customized pavement distresses.

System Information Reporting Capability. ICON utilizes runtime SAP Crystal Reports™ to provide powerful system reporting capability:

- Our library of shared, standard ICON system reports developed by our client base is made available to all new clients;
- Customized system reports for your organization can be developed based upon our standard reports or with the help of an ICON technical support representative;
- System reports can be exported to a full range of third-party data formats (e.g. MS Excel, Adobe PDF, etc.); and,
- Once existing system reports are saved, they can be refreshed to incorporate the latest available collected data.

Crystal Report Support. GoodPointe Technology offers comprehensive SAP Crystal Report™ system support on an annual basis as an additional option to the ICON Software Support Agreement. Under the Crystal Report™ Support option, clients may request the development of specific reports and/or recommendations on how to construct specialized system reports that meet the unique needs of their agency.



| Street Name | From Name | To Name | Today's Projected C |
|-------------|------------------|----------------|---------------------|
| 1st Ave S | American Blvd E. | E 81st St | 83 |
| 1st Ave S | E 82nd St | E 83rd St | 76 |
| 1st Ave S | E 83rd St | E 84th St | 78 |
| 1st Ave S | E 95th St | E Maplewood Dr | 90 |
| 1st Ave S | E 98th St | E 100th St | 66 |
| 2nd Ave S | E 86th St | E 88th St | 74 |

Signature Page: Please sign, scan, and email to tkadlec@goodpointe.com

Attention: Tony Kadlec, GoodPointe Technology, LLC
Re: City of Mendota Heights, MN
Assess Street Conditions Project

This agreement is based on providing the services described under Exhibit A.2 Scope of Work for the City of Mendota Heights, MN, dated January 7, 2025. The project budget will not be exceeded without additional authorization from the client.

The hourly or unit cost presented in this contract is based on the scope of services described and the assumption that the project will be completed within one year from the signature date. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, revising the unit costs may be required for completion of the remaining tasks. Invoices will be submitted on a monthly basis in accordance with the progress achieved in this project. Terms on payment for services are due immediately upon receipt.

GoodPointe Technology appreciates the opportunity to present this contract to you. Please sign this page and return a copy to GoodPointe Technology. Receipt of the signed agreement will serve as our written authorization to proceed with the proposed scope of work.

Authorization to Proceed:

Please proceed according to the described scope of services denoted in Exhibit A.2

Total Authorized Budget: **\$26,120.00**

Date _____

Client Mendota Heights, MN

Authorized Signature _____

Name _____

Title _____

Date 1/7/2025

Authorized Signature _____

Name Anthony J. Kadlec

Title President





REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: January 21, 2025

AGENDA ITEM: Cannabis Business Registration Ordinance Review

ITEM TYPE: Ordinance

DEPARTMENT: Community Development **CONTACT:** Sarah Madden, Community Development Manager

ACTION REQUEST:

No formal action is required. The City Council is asked to provide comments to staff.

BACKGROUND:

The Minnesota State Legislature adopted a new statute that legalized adult-use cannabis in 2023. This statute limited the regulations a city can place on the use, sale and production of cannabis and cannabis products, and established the Office of Cannabis Management (OCM) to oversee the licensing of these businesses. Local governments may not prohibit the use or sale of adult-use cannabis, but there are some regulatory actions that the City can pursue to establish performance standards for businesses operating within our bounds, such as zoning and registration requirements.

The state law creates 13 license types which will be issued by the OCM. The City's zoning ordinance was adopted on December 17 and incorporated the land uses into the City's zoning ordinance and districts to accommodate the language of the state law. Other local control options that the City can enact are the retail registration ordinance, as well as associated performance standards. The City Council has previously reviewed draft versions of the cannabis business registration ordinance and provided comments on registration application requirements, buffers between retail facilities, hours of operation, and fees.

The attached Ordinance No. 597 establishes a registration ordinance, which would require a cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hemp edible retailer with a license from OCM to initially and annually register with the city. The proposed ordinance also includes performance standards for cannabis businesses that locate within Mendota Heights.

The City Council is asked to provide any final comments or suggestions relating to the proposed ordinance. Staff will incorporate changes as necessary and prepare the ordinance in a final version for a discussion and vote in February.

FISCAL AND RESOURCE IMPACT:

None at this time.

ATTACHMENTS:

1. Proposed Ordinance No. 597 - Cannabis Business Registration, dated 1/15/25
2. City Council Work Session Agenda Report, 11/19/24
3. OCM Local Governments Guide, updated 1/6/25

CITY COUNCIL PRIORITY:

Inclusive and Responsive Government

**CITY OF MENDOTA HEIGHTS
DAKOTA COUNTY, MINNESOTA**

ORDINANCE NO. 597

**AMENDING TITLE 3: BUSINESS AND LICENSE REGULATIONS TO REGULATE
CANNABIS AND LOWER-POTENCY HEMP BUSINESSES**

The City Council of the City of Mendota Heights does ordain:

Section 1. City Code Title 3 – BUSINESS AND LICENSE REGULATIONS is hereby amended to add Chapter 8: CANNABIS AND LOWER-POTENCY HEMP RETAIL REGISTRATION as follows:

3-8-1: PURPOSE AND SCOPE:

The purpose of this chapter is to implement the provisions of Minnesota Statutes, Chapter 342, which authorizes the City of Mendota Heights to protect the public health, safety, and welfare of Mendota Heights residents by regulating cannabis and lower-potency hemp retail businesses within the legal boundaries of Mendota Heights.

3-8-2: DEFINITIONS

Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to Minn. Stat. ch. 342, shall have the same meanings in this chapter.

CANNABIS BUSINESS: A business licensed by the Office of Cannabis Management (OCM) as defined by Minn. Stat 342.01 Subd. 14.

CANNABIS CULTIVATION or CULTIVATE CANNABIS: Growing cannabis plants from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the OCM.

CANNABIS CULTIVATOR: A cannabis business licensed to cultivate cannabis and packages cannabis for sale to another cannabis business.

CANNABIS EVENT: A temporary cannabis event lasting no more than four days operating pursuant to Minn. Stat. 342.39.

CANNABIS MANUFACTURER: A cannabis business that makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells cannabis concentrate, hemp concentrate, artificially derived cannabinoids, cannabis products, lower-potency hemp edibles, hemp-derived consumer products to other cannabis businesses pursuant to Minn. Stat. 342.31.

CANNABIS MEZZOBUSINESS: A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived

consumer products, and other products authorized by law to other cannabis businesses and to consumers pursuant to Minn. Stat. 342.29.

CANNABIS MICROBUSINESS: A cannabis business that grows cannabis plants from seed or immature plant to mature plant, harvests the cannabis flower from a mature plant, makes cannabis and/or hemp concentrate, manufactures artificially derived cannabinoids, adult-use cannabis products, lower-potency hemp edibles, and/or hemp-derived consumer products, and sells immature cannabis plants and seedlings, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, hemp-derived consumer products, and other products authorized by law to other cannabis businesses and to consumers, including on-site consumption, pursuant to Minn. Stat. 342.28.

CANNABIS RETAIL BUSINESSES: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

CANNABIS RETAILER: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

CANNABIS TESTING FACILITY: A cannabis business that obtains and tests immature cannabis plants and seedlings, cannabis flower, cannabis products, hemp plant parts, hemp concentrate, artificially derived cannabinoids, lower-potency hemp edibles, and hemp-derived consumer products from cannabis microbusinesses, cannabis mezzobusinesses, cannabis cultivators, cannabis manufacturers, cannabis wholesalers, lower-potency hemp edible manufacturers, and industrial hemp growers pursuant to Minn. Stat. 342.37.

CANNABIS WHOLESALER: A cannabis business that sells immature cannabis plants and seedlings, cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products to cannabis microbusinesses, cannabis mezzobusinesses, cannabis manufacturers, and cannabis retailers pursuant to Minn. Stat. 342.33.

DAYCARE: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

LOWER-POTENCY HEMP EDIBLE MANUFACTURER: A business that manufactures and packages lower-potency hemp edibles for consumer sale, and/or sells hemp concentrate and lower-potency hemp edibles to other cannabis businesses and hemp businesses.

LOWER-POTENCY HEMP EDIBLE RETAILER: A business that sells lower-potency hemp edibles to customers.

OFFICE OF CANNABIS MANAGEMENT: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.

RESIDENTIAL TREATMENT FACILITY: As defined under Minn. Stat. 245.462 subd. 23.

RETAIL REGISTRATION: An approved registration issued by the City of Mendota Heights to a state licensed cannabis or lower-potency hemp retail business.

SCHOOL: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

STATE LICENSE: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

3-8-3: ADMINISTRATION

The City Administrator or their designee is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance. Nothing in this chapter shall prohibit the City from enforcing any other applicable remedy including but not limited to injunctive relief.

3-8-4: REGISTRATION OF A CANNABIS OR LOWER-POTENCY HEMP RETAIL BUSINESS

- A. Requirement to register a Cannabis or Lower-Potency Hemp Retail Business
 - 1. No individual or entity may operate a cannabis or lower-potency hemp retail business within Mendota Heights without first registering with the City of Mendota Heights.
 - 2. Any cannabis or lower-potency hemp retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of \$2,000 for each violation.
 - 3. Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.
- B. Compliance Checks Prior to Retail Registration
 - 1. Prior to issuance of a retail registration, Mendota Heights shall conduct a preliminary compliance check to ensure compliance with local ordinances.
 - 2. Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Mendota Heights shall certify on a form provided by OCM whether a proposed retail location complies with zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.
- C. Registration and Application Procedure
 - 1. Fees
 - a) The City of Mendota Heights shall not charge an application fee.
 - b) A registration fee, as established in the City of Mendota Heights's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.
 - c) An initial registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.
 - d) Any renewal retail registration fee imposed by the City shall be charged at the time of the second renewal and each subsequent renewal thereafter.
 - e) A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.
 - f) A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2. Application Submittal

The City shall issue a retail registration to a state-licensed retail business that adheres to the requirements of Minn. Stat. 342.22

- a) An applicant for a retail registration shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Mailing address, email address, and telephone number of the applicant;
 - iii. Name of the cannabis or lower-potency hemp retail business to be registered;
 - iv. The address, legal description and parcel ID for the property which the retail registration is sought;
 - v. If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises, if applicable.
 - vi. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
 - vii. Signature of the applicant or the authorized agency of the legal entity applicant;
 - viii. If the registrant is a legal entity, the following information shall be provided for the person designated as the general or primary manager on site: the full name, date of birth, mailing address, contact telephone number, email address;
 - ix. Any additional information the City deems necessary.
- b) The applicant shall include with the form:
 - i. the registration fee as required in [Section 2.3.1];
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
- c) Once an application is considered complete, the City Administrator or their designee shall inform the applicant as such, process the application fees, and forward the application to the City Clerk for approval or denial.
- d) The application fee shall be non-refundable once processed.

3. Application Approval

- a) Registration of a cannabis or lower-potency edible hemp retail business will be in effect and only so long as the following requirements are met:
 - i. The applicant holds a valid license of license preapproval issued to the retail business by the Office of Cannabis Management;
 - ii. The applicant paid the total sum of the initial registration fee and first year renewal fee in the amounts required by the city's fee schedule;
 - iii. During a preliminary compliance check, the retail business is found to be in compliance with the zoning and performance standards for cannabis or hemp businesses established in Chapter 11 of this Code; and
 - iv. The retail business is current on all property taxes and assessments for the property on which the business is located;
- b) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 3-8-4(F)1 of this ordinance.
- c) A retail registration application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- d) A retail registration application that meets the requirements of this ordinance shall be approved.

4. Annual Compliance Checks

- a) The City shall complete at minimum one compliance check for each registered business per calendar year to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this chapter.
- b) Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.
- c) Any failures under this section must be reported to the Office of Cannabis Management.

5. Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of the City of Mendota Heights.

D. Renewal of Registration

1. Renewal Process

- a) The City shall renew an annual registration of a state-licensed retail business at the same time OCM renews the retail business' license.
- b) A registered business shall apply to renew registration on a form established by the City.
- c) A retail registration issued under this ordinance shall not be transferred.

2. Renewal Fees

- a) The City may charge a renewal fee for the registration starting at the second renewal, as established in its fee schedule.

3. Renewal Application

- a) The application for renewal of a retail registration shall include, but is not limited to
 - i. Items required under Section 3-8-4(C)2 of this chapter.

E. Suspension of Registration

1. When Suspension is Warranted

- a) The City of Mendota Heights may suspend a registration if it violates this chapter or poses an immediate threat to the health or safety of the public. The City shall immediately notify the business in writing the grounds for the suspension.

2. Notification to OCM

- a) The City shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City and business a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

3. Length of Suspension

- a) The suspension of a retail registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

4. Civil Penalties

- a) Subject to Minn. Stat. 342.22, subd. 5(e) the City may impose a civil penalty, as specified in the City of Mendota Heights's Fee Schedule, for registration violations, not to exceed \$2,000.

- F. **Registration Mistakenly Issued or Renewed.** If a registration is mistakenly issued or renewed to any person or entity, for any reason, including but not limited to the submission of false or misleading information by the license holder or applicant, the registration will be suspended upon the discovery of ineligibility for registration under this chapter or state or other local law, ordinance or other regulation. Any suspension will comply with the requirements of Minn. Stat. § 342.22, Subd. 5.
- G. **License Holder Responsibility.** Every retail registration holder is responsible for conduct on the registered premises and any sale of cannabis, hemp, or products containing cannabis or hemp by an employee is the act of the Registration Holder for the purposes of all provisions of this chapter.
- H. **Limiting of Registrations**
 - 1. The City shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within the City of Mendota Heights.
 - 2. If Dakota County has one active cannabis retail registration for every 12,500 residents then the City shall not be required to register additional businesses.

3-8-5: REQUIREMENTS FOR A CANNABIS BUSINESS

- A. **Minimum Buffer Requirements**
 - 1. No cannabis business shall be located or operated within 500 feet of an existing lawful cannabis business.
 - 2. No cannabis business shall be located or operated within 500 feet of an existing daycare, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.
 - 3. No cannabis business shall be located or operated within 1000 feet of a school.
 - 4. Pursuant to Minn. Stat. 462.357 subd. 1e, nothing in Section 3-8-5(A) shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a daycare, residential treatment facility, attraction within a public park that is regularly used by minors, or school moves within the minimum buffer zone.
- B. **Zoning and Land Use**
 - 1. A cannabis or lower-potency hemp business licensed or endorsed by the OCM must be in compliance with the City's Zoning Code including Title 12: Zoning, Chapter 3: Allowed Uses, Table 12-3B-1.1 Table of Uses
- C. **Hours of Operation**
 - 1. Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 8:00 a.m. and 10:00 p.m. on Monday-Saturday; and between the hours of 10:00 a.m. and 9:00 p.m. on Sundays.

3-8-6 TEMPORARY CANNABIS EVENTS

- A. **License or Permit Required for Temporary Cannabis Events**
 - 1. **License Required:** A license or permit is required to be issued and approved by the City prior to holding a Temporary Cannabis Event.
 - 2. **Registration and Application Procedure:** A registration fee, as established in the City's fee schedule, shall be charged to applicants for Temporary Cannabis Events.
 - 3. **Application Submittal and Review:** The City shall require an application for Temporary Cannabis Events.
 - a) An applicant for a retail registration shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
- b) The applicant shall include with the form:
 - i. The application fee as required in Section 3-8-6(A)2;
 - ii. A copy of the OCM cannabis event license application, submitted pursuant to Minn. Stat. 342.39 subd. 2.
- c) The application shall be submitted to the City Administrator or their designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.
- d) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.
- e) The application fee shall be non-refundable once processed.
- f) The application for a license for a Temporary Cannabis Event shall meet the following standards:
 - i. Outdoor consumption or use of cannabis at or on the property of a temporary cannabis event is prohibited.
 - ii. The setback from any property line of any residential use or residential zoned property shall be no less than 350 feet.
 - iii. All buffers identified in Sec. 3-8-5 also apply to Temporary Cannabis Events.
 - iv. The event may last no longer than four (4) days (96 hours)
 - v. The event shall operate in accordance with all applicable requirements for temporary cannabis events under Minn. Stat., Chapter 342.
- g) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.
- h) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City shall notify the applicant of the standards not met and basis for denial

3-8-7: SEVERABILITY

In the event that a court of competent jurisdiction adjudges any part of this chapter to be invalid, such judgement shall not affect any other provision of this chapter not specifically included within the judgement.

Section 2. Effective date.

This ordinance shall be effective immediately following adoption and publication according to law.

Section 3. Summary Publication.

ADOPTED this 4th day of December, 2025 by the City Council for the City of Mendota Heights.

**CITY COUNCIL
CITY OF MENDOTA HEIGHTS**

Stephanie B. Levine, Mayor

ATTEST:

Nancy Bauer, City Clerk

DRAFT



City Council Work Session Memo

MEETING DATE: November 19, 2024

TO: Mayor, City Council and City Administrator

FROM: Sarah Madden, Community Development Manager

SUBJECT: Continued Cannabis Ordinance Discussion

ACTION REQUEST:

No formal action is required. Staff is seeking further direction from the City Council on the Cannabis Ordinance.

BACKGROUND:

The Minnesota Legislature enacted new State Law at the end of the 2023 legislative session, amended in 2024, that legalizes the possession, use, manufacturing, and sale of certain cannabis products within the State. The Law also establishes the Office of Cannabis Management (OCM) to oversee the implementation and regulation of the adult-use cannabis market, the medical cannabis market, and the consumer hemp industry. The statute limited the regulations a city can place on the use, sale and production of cannabis and cannabis products. In mid-June, the OCM released "A Guide for Local Governments on Adult-Use Cannabis", which includes a model ordinance used as a basis for the proposed draft of Mendota Heights' Cannabis Business Ordinance.

The new law limits a City's ability to regulate cannabis and hemp businesses. In the areas of the statute where local governments are permitted to incorporate regulations of cannabis businesses, the scope of that regulation is restrictive and highly specific.

The City Council was provided a copy of the OCM's guide for local governments as part of the October 15th City Council work session agenda packet, and the Council held a discussion over the topic and model ordinance standards at the October 30th City Council regular meeting.

Title 3: Business and License Regulations – Registration Ordinance and Regulatory Standards

As the City Council is aware, local governments have the authority to adopt a registration ordinance requiring a cannabis microbusiness, cannabis mezzobusiness, cannabis retailer, medical cannabis combination business, or lower-potency hemp edible retailer with a license from OCM to initially and annually register with the city. To obtain a registration from the city, the ordinance may require: payment of a fee (half of the license fee established by Statute 342.11 up to \$500 initially and \$1000 annually), compliance with the requirements of Minn. Stat. Ch. 342, and to be current on all property taxes and assessments. If a city adopts a registration ordinance, the city may limit the number of licensed cannabis retailers, cannabis mezzobusinesses and cannabis

microbusinesses to no fewer than one registration for every 12,500 residents. This is based on the Minnesota State Demographer numbers. Staff had recommended that the City Council adopt a registration ordinance in line with the OCM's model ordinance. This registration is not a licensing function of the City. Licensing of cannabis businesses will be conducted by the OCM. Once the administrative rules are in effect, currently anticipated mid-2025, licensing of cannabis businesses will commence.

A draft ordinance has been prepared which is consistent with the OCM model ordinance which was discussed at the October 30th meeting. It is included as an attachment to this report. In this draft ordinance, the registration, administration, buffer standards, and public event regulations have all been placed into Title 3: Business and License Regulations. As currently proposed, the only amendments to the Zoning Title (Title 12) will be updates to the use chart.

The State Law allows Mendota Heights to prohibit a cannabis business within 1,000 feet of a school or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields. The City may also impose a prohibition on a cannabis business within 500 feet of another cannabis business. These are the maximum specified buffers, a lessor or no buffer is also allowed. Based on the discussion on October 30th, the proposed draft imposes the maximum buffers.

The City will need to decide what registration fee, if any, it will charge. Staff recommends imposing the maximum fee amount given the uncertainty of staff work associated with the registration. Fees can be adjusted in the future once there is more familiarity with the process. The table below shows the maximum amount for an initial registration fee and renewal registration fee for retail businesses and includes the amount the state charges for a license, for reference.

| Business | Initial | Renewal |
|---------------------------------------|---|---|
| Cannabis Retailer | City (optional) - \$500; State - \$2,500 | City (Optional) - \$1,000; State - \$5,000 |
| Lower Potency Hemp Retailer | City (Optional) \$125; State - \$250 | City (Optional) - \$125; State - \$250 |
| Medical Cannabis Combination Business | City (Optional) - \$500; State - \$20,000 | City (Optional) - \$1,000; State - \$70,000 |
| Cannabis Mezzobusiness | City (Optional) - \$500; State - \$5,000 | City (Optional) - \$1,000; State - \$10,000 |
| Cannabis Microbusiness | City (Optional) - \$0; State - \$0 | City (Optional) - \$1,000; State - \$2,000 |

One performance standard discussed at the October 30th meeting is the hours of operation for cannabis retailers. The State Law establishes that retail sales are prohibited between 2:00 a.m. and 8:00 a.m. Monday through Saturday and between 2:00 a.m. and 10:00 a.m. on Sunday. The City may prohibit retail sales of cannabis between 9:00 p.m. and 2:00 a.m. the following day and/or between 8:00 a.m. and 10:00 a.m. Monday

through Saturday. In other words, the most restrictive hours of sales could be 10:00 a.m. to 9:00 p.m. Monday through Sunday. For comparison, Off-sale Liquor sales are allowed on Sundays, between 11:00 a.m. and 6:00 p.m.; Monday-Saturday, from 8:00 a.m. to 10:00 p.m.; and not on Thanksgiving or Christmas Day; and only between 8:00 a.m. and 8:00 p.m. on Christmas Eve. The City should decide the allowable hours of cannabis retail sales. It was directed at the October 30th meeting that the hours of operation be consistent with liquor or tobacco sales. This has been reflected in the draft ordinance.

One area where the City may institute regulations for cannabis businesses is in the context of a temporary cannabis event. A temporary cannabis event is a gathering organized by a licensed cannabis event organizer that may last for no more than four days. The process for these event should generally follow the normal process for handling similar events, but the City could choose to require additional standards for temporary cannabis events, such as prohibiting on-site consumption, limiting the hours or the events, etc. In general, the City only conducts a permitting process for special events when they are conducted within parks. Consumption of cannabis is prohibited within parks, in addition to all forms of smoking. This ordinance is already in effect. The model ordinance provisions for temporary cannabis events have been included in the proposed draft, with some performance standards imposed, such as a setback from Residentially zoned property and a prohibition on on-site consumption. If the City follows this model ordinance, an additional event permit application will need to be created.

Title 12: Zoning Ordinance – Use Chart

The state law creates license types which will be issued by the OCM. The City should incorporate the land uses into their current zoning to accommodate the language of the state law. The City may not prohibit the establishment or operation of a licensed cannabis business. There will be 13 license types, however they can be generalized into the following categories:

- Retail Sales – Sales of cannabis and cannabis products directly to consumers.
- Cultivation – The planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts.
- Wholesale – Purchases from a business growing or manufacturing cannabis or cannabis products and sells to a cannabis business engaged in retail.
- Manufacturing – Turns raw, dried cannabis and cannabis parts into other types of cannabis products, e.g. edibles or topicals.
- Testing - Obtains and tests immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products.
- Transportation – Transports products from one license type to another.
- Delivery – Transports products to the end consumer.
- Events – A business that organizes temporary events (lasting no longer than four days).

Note: Certain license types enable multiple activity types, for example, Micro and Mezzo businesses may include cultivation, manufacturing, and/or retail sales.

The City must decide which zones cannabis and hemp businesses will be allowed to operate in. This was discussed at the October 30th meeting. The staff recommendation is to allow cannabis-based retail businesses to be allowed in similar zoning categories as those of tobacco sales or liquor stores. The City Council discussed

the option of allowing cannabis retailers to be a listed use in business and commercial zoning districts, but to omit the use within the Mixed Use zoning district. This is an option available to the City and can be revised if the Council would like to make that determination. As currently drafted, the proposed ordinance would allow retail-based cannabis businesses within all commercial zoning districts, including Mixed Use, as a Conditional Use.

| Use Type | Cannabis Business Type | Proposed Zoning District |
|----------------------------|--|--|
| Warehouse or Manufacturing | <ul style="list-style-type: none"> • Cannabis microbusiness • Cannabis mezzobusiness • Cannabis cultivator • Cannabis manufacturer • Cannabis wholesaler • Cannabis testing facility • Lower-Potency Hemp Edible Manufacturer | <ul style="list-style-type: none"> • I – Industrial as a Conditional Use |
| Retail | <ul style="list-style-type: none"> • Cannabis retailer • Lower-potency hemp edible retailer | <ul style="list-style-type: none"> • B-1 General Business, B-2 Neighborhood Business, MU-Mixed Use; as a Conditional Use • B-1 General business, B-2 Neighborhood Business, MU-Mixed Use; as Permitted Use |

The City Council will hear a brief presentation on the proposed ordinance at the November 19th Work Session. Staff is seeking direction on any suggested revisions to the ordinance as presented. The Planning Commission will hold a public hearing at their November 26th regular meeting on the zoning use chart portion of the drafted ordinance. Following the public hearing, the City Council will be presented the ordinance again at their December 3rd regular meeting.

ATTACHMENTS:

1. Proposed Cannabis Ordinance, dated 11/14/24



A Guide for Local Governments on Adult-Use Cannabis

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Introduction

This guide serves as a general overview of **Minnesota's new adult-use cannabis law**, and how **local governments** can expect to be involved. The guide also provides important information about Minnesota's new Office of Cannabis Management (OCM), and the office's structure, roles, and responsibilities. While medical cannabis continues to play an important role in the state's cannabis environment, this guide is primarily focused on the adult-use cannabis law and marketplace.

The following pages outline the variety of cannabis business licenses that will be issued, provide a broad summary of important aspects of the adult-use cannabis law, and cover a wide range of expectations and authorities that relate to local governments. This guide also provides best practices and important requirements for developing a local cannabis ordinance.

Chapter 342 of Minnesota law was established by the State Legislature in 2023 and was updated in 2024. Mentions of "adult-use cannabis law" or "the law" throughout this guide refer to Chapter 342 and the changes made to it.

As of this guide's date of publication, final state regulations governing the adult-use cannabis market have not yet been published. A draft of the rules is available on our [Rulemaking webpage](https://mn.gov/ocm/laws/rulemaking.jsp) (<https://mn.gov/ocm/laws/rulemaking.jsp>).



The first draft of rules is based on substantial input OCM has received through surveys, meetings, and conversations that took place since fall 2023, as well as OCM's review of Minnesota's cannabis statute and cannabis rules in other states.

OCM will publish in the State Register a notice of intent to adopt rules, which will prompt a 30-day formal comment period. Watch the OCM website for updates.

This guide is not a substitute for legal advice, nor does it seek to provide legal advice. Local governments and municipal officials seeking legal advice should consult an attorney.

About OCM

Minnesota's **Office of Cannabis Management** is the state regulatory office created to oversee the implementation and regulation of the adult-use cannabis market, the medical cannabis market, and the consumer hemp industry. Housed within OCM are the **Division of Medical Cannabis** (effective July 1, 2024), which operates the medical cannabis program, and the **Division of Social Equity**, which promotes development, stability, and safety in communities that have experienced a disproportionate, negative impact from cannabis prohibition and usage.



OCM, through Chapter 342, is tasked with establishing rules and policy and exercising its regulatory authority over the Minnesota cannabis industry. In its duties, OCM is mandated to:

- Promote public health and welfare.
- Protect public safety.
- Eliminate the illicit market for cannabis flower and cannabis products.
- Meet the market demand for cannabis flower and cannabis products.
- Promote a craft industry for cannabis flower and cannabis products.
- Prioritize growth and recovery in communities that have experienced a disproportionate, negative impact from cannabis prohibition.

OCM governs the application and licensing process for cannabis and hemp businesses, specific requirements for each type of license and their respective business activities and conducts enforcement and inspection activities across the Minnesota cannabis and hemp industries.

License Types

Minnesota law allows for **13** different types of business licenses, each fulfilling a unique role in the cannabis and hemp supply chain. In addition to license types below, OCM will also issue endorsements to license holders to engage in specific activities, including producing, manufacturing, and sale of medical cannabis for patients.

Microbusiness

Microbusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Microbusiness may also operate a single retail location.

Mezzobusiness

Mezzobusinesses may cultivate cannabis and manufacture cannabis products and hemp products, and package such products for sale to customers or another licensed cannabis business. Mezzobusiness may also operate up to three retail locations.

Cultivator

Cultivators may cultivate cannabis and package such cannabis for sale to another licensed cannabis business.

Manufacturer

Manufacturers may manufacture cannabis products and hemp products, and package such products for sale to a licensed cannabis retailer.

Retailer

Retailers may sell immature cannabis plants and seedlings, cannabis, cannabis products, hemp products, and other products authorized by law to customers and patients.

Wholesaler

Wholesalers may purchase and/or sell immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from another licensed cannabis business. Wholesalers may also import hemp-derived consumer products and lower-potency hemp edibles.

License Types (continued)

Transporter

Transporters may transport immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products to licensed cannabis businesses.

Testing Facility

Testing facilities may obtain and test immature cannabis plants and seedlings, cannabis, cannabis products, and hemp products from licensed cannabis businesses.

Event Organizer

Event organizers may organize a temporary cannabis event lasting no more than four days.

Delivery Service

Delivery services may purchase cannabis, cannabis products, and hemp products from retailers or cannabis business with retail endorsements for transport and delivery to customers.

Medical Cannabis Combination Business

Medical cannabis combination businesses may cultivate cannabis and manufacture cannabis and hemp products, and package such products for sale to customers, patients, or another licensed cannabis business. Medical cannabis combination businesses may operate up to one retail location in each congressional district.

Lower-Potency Hemp Edible Manufacturer

Lower-potency hemp edible manufacturers may manufacture and package lower-potency hemp edibles for consumer sale, and sell hemp concentrate and lower-potency hemp edibles to other cannabis and hemp businesses.

Lower-Potency Hemp Edible Retailer

Lower-potency hemp edible retailers may sell lower-potency hemp edibles to customers.

Each license is subject to further restrictions on allowable activities. Maximum cultivation area and manufacturing allowances vary by license type. Allowable product purchase, transfer, and sale between licensees are subject to restrictions in the law.

The Adult-Use Cannabis Law

Minnesota's new adult-use cannabis law permits the personal use, possession, and transportation of cannabis by those 21 years of age and older, and allows licensed businesses to conduct cultivation, manufacturing, transport, delivery, and sale of cannabis and cannabis products.

For Individuals

- **Possession limits:**
 - Flower - 2 oz. in public, 2 lbs. in private residence
 - Concentrate - 8 g
 - Edibles (including lower-potency hemp) - 800 mg THC
- **Consumption** only allowed on private property or at licensed businesses with on-site consumption endorsements. Consumption not allowed in public.
- **Gifting** cannabis to another individual over 21 years old is allowed, subject to possession limits.
- **Home cultivation** is limited to four mature and four immature plants (eight total) in a single residence. Plants must be in an enclosed and locked space.
- **Home extraction** using volatile substances (e.g., butane, ethanol) is not allowed.
- **Unlicensed sales** are not allowed.



For Businesses

- **Advertising:**
 - May not include or appeal to those under 21 years old.
 - Must include proper warning statements.
 - May not include misleading claims or false statements.
 - Billboards are not allowed.
- The flow of all products through the supply chain must be tracked by the state-authorized **tracking system**.
- All products sold to consumers and patients must be **tested for contaminants**.
- **Home delivery** is allowed by licensed businesses.



The Cannabis Licensing Process

The general licensing process will align with the adoption of rules and OCM will share more information about the timing of general licensing process. The general licensing process includes social equity applicants and non-social equity applicants.

General Licensing: Cultivator, Manufacturer, Retailer, Mezzobusiness

1. Applicant completes application and submit application fees. If applicable, an applicant's social equity applicant status may be verified.
2. Application vetted for minimum requirements by OCM.
3. Application (if qualified) entered into lottery drawing.
4. If selected in lottery, applicant completes background check process and submits attestation of labor-peace agreement.
5. If applicant successfully completes Step 5, OCM issues preliminary approval to applicant.
6. Once prepared for final licensure, applicant with preliminary approval submits business location and updates application accordingly.
7. OCM forwards completed application to local government.
8. Local government completes zoning certification of whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code. *(This is distinct from the retail registration approval process.)*
9. OCM conducts site inspection.
10. If applicant successfully passes site inspection, OCM issues license, operations may commence except for retail activity.*

Continued High-Level Pathway for Licensees Seeking to Conduct Retail Sales: Process for Required Local Retail Registration from Local Governments (Retailer, Mezzobusiness)

11. Licensed business seeks local retail registration from local government.
12. Local government approves applicant for retail registration through means determined by ordinance (see Page 19 for more information about the retail registration process).

The Cannabis Licensing Process (cont.)

13. Applicant pays retail registration fee to the local government (see appendix for relevant fees in accordance with Minn. Stat., section 342.22).
14. Local government conducts compliance check for any applicable local ordinance established pursuant to Minn. Stat., section 342.13, if desired.
15. Local government ensures tax compliance, if applicable.
16. Local government issues retail registration to licensee.
17. Licensee is able to conduct retail sales now that they have received a state license and a local retail registration.

**For businesses seeking a retail endorsement (microbusiness, mezzobusiness, and retailer), a valid local retail registration is required prior to the business commencing any retail sales. See Page 19 for information on the local retail registration process.*

General Licensing: Microbusiness, Wholesaler, Transporter, Testing Facility, Medical Cannabis Combination Business

1. Applicant complete application and submit application fees. If applicable, an applicant's social equity applicant status may be verified.
2. Application vetted for minimum requirements by OCM.
3. For qualified applicants, applicant completes background check process and submits attestation of labor-peace agreement.
4. If applicant successfully completes Step 3, OCM issues preliminary approval to applicant.
5. Once prepared for final licensure, selected applicant submits business location and amends application accordingly.
6. OCM forwards completed application to local government.
7. Local government completes zoning certification of whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code. *(This is distinct from the retail registration approval process.)*
8. OCM conducts site inspection.
9. If applicant successfully passes site inspection, OCM issues license, operations may commence except for retail activity.*

The Cannabis Licensing Process (cont.)

Continued High-Level Pathway for Licensees Seeking to Conduct Retail Sales: Process for Required Local Retail Registration from Local Governments (Microbusiness, Medical Cannabis Combination Businesses)

10. Licensed business seeks local retail registration from local government.
11. Local government approves applicant for retail registration through means determined by ordinance (see Page 19 for more information about the retail registration process).
12. Applicant pays retail registration fee to the local government (see appendix for relevant fees in accordance with Minn. Stat., section 342.22).
13. Local government conducts compliance check for any applicable local ordinance established pursuant to Minn. Stat., section 342.13, if desired.
14. Local government ensures tax compliance, if applicable.
15. Local government issues retail registration to licensee.
16. Licensee is able to conduct retail sales now that they have received a state license and a local retail registration.

**For businesses seeking a retail endorsement (microbusiness, mezzobusiness, and retailer), a valid local retail registration is required prior to the business commencing any retail sales. See Page 19 for information on the local retail registration process.*

Applicant Responsibility

All applicants and licensees are responsible for working with their local government to ensure their success in the zoning certification and, if applicable based on license type, the local retail registration process. This includes reviewing local ordinances and understanding how the local government will be selecting applicants for a retail registration (including if retail registrations will be limited). Local units of government have the statutory authority to limit retail registrations if they desire, and applicants should understand this prior to making decisions about site locations.

OCM will not facilitate communication between applicants and units of local government, nor can it mediate disputes as they relate to local zoning compliance or retail registration. OCM is required to ask each local unit of government where an applicant intends to locate a business if that business has met all zoning and use requirements.

General Authorities

Local governments in Minnesota have various means of oversight over the cannabis market, as provided by the adult-use cannabis law. Local governments may not issue outright bans on cannabis business, or limit operations in a manner beyond what is provided by state law.

Cannabis Retail Restrictions (342.13)

Local governments may limit the number of retailers and microbusiness/mezzobusinesses with retail endorsements allowed within their locality, as long as there is **at least one retail location per 12,500 residents**. Local units of government are not obligated to seek out a business to register as cannabis business if they have not been approached by any potential applicants but cannot prohibit the establishment of a business if this population requirement is not met. Local units of government may also issue more than the minimum number of registrations. Per statutory direction, a municipal cannabis store (Page 24) cannot be included in the minimum number of registrations required. For population counts, the state demographer estimates will likely be utilized.

Tribal Governments (342.13)

OCM is prohibited from and will not issue state licenses to businesses in Indian Country without consent from a tribal nation. Tribal nations hold the authority to license tribal cannabis businesses on tribal lands – this process is separate than OCM’s licensing process and authority. Subject to compacting, Tribal nations may operate cannabis businesses off tribal lands. There will be more information available once the compacting processes are complete.

Taxes (295.81; 295.82)

Retail sales of taxable cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows: 20% to the local government cannabis aid account and 80% to the state general fund. Local taxes imposed solely on sale of cannabis products are prohibited.

Cannabis retailers will be subject to the same real property tax classification as all other retail businesses. Real property used for raising, cultivating, processing, or storing cannabis plants, cannabis flower, or cannabis products for sale will be classified as commercial and industrial property.

General Authorities (cont.)

Retail Timing Restrictions (342.13)

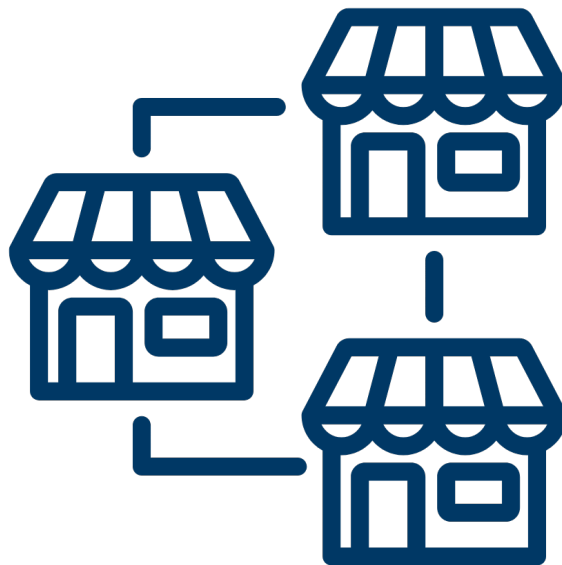
Local governments may prohibit retail sales of cannabis between the hours of 8 a.m. and 10 a.m. Monday-Saturday, and 9 p.m. and 2 a.m. the following day.

Operating Multiple Locations with One License

Certain cannabis licenses allow for multiple retail locations to be operated under a single license, with the following limitations:

- **Retailers:** up to five retail locations.
- **Mezzobusinesses:** up to three retail locations.
- **Microbusinesses:** up to one retail location.
- **Medical cannabis combination businesses:** one retail location per congressional district. Additionally, medical cannabis combination businesses may cultivate at more than one location within other limitations on cultivation.

For all other license types, one license permits the operation of one location. Each retail location requires local certification and/or registration.



Zoning and Land Use

Buffer Guidelines (342.13)

State law does not restrict how a local government conducts its zoning designations for cannabis businesses, except that they may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including playgrounds and athletic fields.

Zoning Guidelines

While each locality conducts its zoning differently, a few themes have emerged across the country. For example, cannabis manufacturing facilities are often placed in industrial zones, while cannabis retailers are typically found in commercial/retail zones. Cannabis retail facilities align with general retail establishments and are prohibited from allowing consumption or use onsite and are also required to have plans to prevent the visibility of cannabis and hemp-derived products to individuals outside the retail location. Industrial hemp is an agricultural product and should be zoned as such.

Cannabis businesses should be zoned under existing zoning ordinances in accordance with the license type or endorsed activities held by the cannabis business. Note that certain types of licenses may be able to perform multiple activities which may have different zoning analogues. In the same way municipalities may zone a microbrewery that predominately sells directly to onsite consumers differently than a microbrewery that sells packaged beer to retailers and restaurants, so too might a municipality wish to zone two microbusinesses based on the actual activities that each business is undertaking. Table 1, included on Pages 16 and 17, explains the types of activities that cannabis businesses might undertake, as well as some recommended existing zoning categories.

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities

| Endorsed Activity | License Type Eligible to Do Endorsed Activity | Description of Activity | Comparable Districts | Municipal Considerations |
|--|--|---|---|---|
| Cultivation | <ul style="list-style-type: none"> • Cultivator • Mezzobusiness • Microbusiness • Medical Cannabis • Combination | “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis plants, cannabis flower, hemp plants, or hemp plant parts. | Indoor: Industrial, Commercial, Production Outdoor: Agricultural | <ul style="list-style-type: none"> • Odor • Potential need for transportation from facility • Waste, water, and energy usage • Security |
| Cannabis Manufacturing, Processing, Extraction | <ul style="list-style-type: none"> • Manufacturer • Mezzobusiness • Medical Cannabis • Combination | This group of endorsed activities turn raw, dried cannabis and cannabis parts into other types of cannabis products, e.g. edibles or topicals. | Indoor: Industrial, Commercial, Production | <ul style="list-style-type: none"> • Odor • Potential need for transportation from facility • Waste, water, and energy usage • Security |
| Hemp Manufacturing | <ul style="list-style-type: none"> • Lower-Potency Hemp Edible (LPHE) Manufacturing | These businesses convert hemp into LPHE edible products. | Indoor: Industrial, Commercial, Production | <ul style="list-style-type: none"> • Odor • Waste, water, and energy |
| Wholesale | <ul style="list-style-type: none"> • Wholesale • Cultivator • Manufacturer • Mezzobusiness • Microbusiness • Medical Cannabis • Combination | This activity and license type allows a business to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail. | Indoor: Industrial, Commercial, Production | <ul style="list-style-type: none"> • Need for transportation from facility • Security |

Zoning and Land Use (cont.)

Table 1: Cannabis and Hemp Business Activities (continued)

| Endorsed Activity | License Type Eligible to Do Endorsed Activity | Description of Activity | Comparable Districts | Municipal Considerations |
|-------------------|---|---|---|---|
| Cannabis Retail | <ul style="list-style-type: none"> Retail Mezzobusiness Microbusiness Medical Cannabis Combination | This endorsed activity and license type allow a business to sell cannabis products directly to consumers. | Indoor: Retail, Neighborhood Shopping Districts, Light Industrial, Existing districts where off-sale liquor or tobacco sales are allowed. | <ul style="list-style-type: none"> Micros may offer onsite consumption, similar to breweries. Micros and Mezzos may include multiple activities: cultivation, manufacture, and/or retail. |
| Transportation | <ul style="list-style-type: none"> Cannabis Transporter | This license type allows a company to transport products from one license type to another. | - | <ul style="list-style-type: none"> Fleet based businesses that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products. |
| Delivery | <ul style="list-style-type: none"> Cannabis Delivery | This license type allows for transportation to the end consumer. | - | <ul style="list-style-type: none"> Fleet based business that will own multiple vehicles, but not necessarily hold a substantial amount of cannabis or cannabis products. |
| Events | <ul style="list-style-type: none"> Event Organizer | This license entitles license holder to organize a temporary event lasting no more than four days. | Anywhere that the city permits events to occur, subject to other restrictions related to cannabis use. | <ul style="list-style-type: none"> On site consumption. Retail sales by a licensed or endorsed retail business possible. |

Local Approval Process

Local governments play a critical role in the licensing process, serving as a near-final approval check on cannabis businesses nearing the awarding of a state license for operations. Once an applicant has been vetted by OCM and is selected for proceeding in the verification process, they are then required to receive the local government's certification of zoning compliance and/or local retail registration before operations may commence.



Local Certification of Zoning Compliance (342.13; 342.14)

Following OCM's vetting process, local governments must **certify** that the applicant with preliminary approval has achieved **compliance with local zoning ordinances** prior to the licensee receiving final approval from OCM to commence operations.

During the application and licensing process for cannabis businesses, OCM will notify a local government when an applicant intends to operate within their jurisdiction and request a certification as to whether a proposed cannabis business complies with local zoning ordinances, and if applicable, whether the proposed business complies with state fire code and building code.

According to Minnesota's cannabis law, a local unit of government has 30 days to respond to this request for certification of compliance. If a local government does not respond to OCM's request for certification of compliance within the 30 days, the cannabis law allows OCM to issue a license. OCM may not issue the final approval for a license if the local government has indicated they are not in compliance.

OCM will work with local governments to access the licensing software system to complete this zoning certification process.

Local Approval Process (cont.)

Local Retail Registration Process (342.22)

Once the licensing process begins, local government registration applies to licensed cannabis retailers or other cannabis/hemp businesses seeking to conduct retail sales. Several license types are authorized to conduct retail sales if they receive a retail endorsement from OCM. Prior to conducting retail sales under their business license, state law also requires the business receive a local retail registration.

There are five license types that are eligible to conduct cannabis retail activity and will seek a retail registration from local governments:

- Cannabis retailers
- Microbusinesses
- Mezzobusinesses
- Medical cannabis combination businesses
- Lower-potency hemp edible retailers

Local governments must issue a retail registration after verifying that:

- The business has a valid license issued by OCM.
- The business has paid a registration fee or renewal fee to the local government.
 - Initial registration fees collected by a local government may be \$500 or half the amount of the applicable initial license fee, whichever is less, and renewal registration fees may be \$1,000 or half the amount of the applicable renewal license fee, whichever is less.
- The business is found to be in compliance with Chapter 342 and local ordinances.
- If applicable, the business is current on all property taxes and assessments for the proposed retail location.

Local registrations may also be issued by counties if the respective local government transfers such authorities to the county.

Local Approval Process (cont.)

Option to Limit Retail Registrations for Cannabis Businesses: Determining a Process

State law allows the option for a local government to place a limitation on the number of cannabis retailers, microbusiness, and mezzobusinesses with retail endorsements allowed within their locality via ordinance, as long as there is at least one retail location per 12,500 residents. Please see Page 13. Retail registrations for lower-potency hemp edible retailers and medical cannabis combination businesses are required but may **NOT** be limited in number by a local government.

If a local government wishes to limit the number of cannabis retailers, microbusinesses, or mezzobusinesses via ordinance, state law does not define the process for a local government's selection if there are more applicants than registrations available.

Local units of government issuing retail registrations should consider how they will issue retail registrations. Local units of government may wish to consider whether they will accept applications during a specified application window or on a rolling basis. Local governments may wish to consider how to accommodate to the timing of accepting applications for retail registration as to not allocate all registrations at once. This may also include timelines that coincide with state licensing timelines as to limit bottlenecks. Additionally, local units of government should consider the process by which they will determine who gets a registration, e.g., through the use of a lottery, on a first-come/first-serve model, through a merit-based scoring system, etc. It is highly recommended that local governments work with an attorney to determine their specific process for selection if they wish to limit the number of retail registrations per section 342.13.

It is also important to note that local governments are not required to limit the number of licensed cannabis retailers, microbusinesses, or mezzobusinesses, and instead local governments can determine a process that reviews requests/applications for retail registrations as they are received.



Local Approval Process (cont.)

Other Considerations

Existing retail locations. Retailers in Minnesota’s medical cannabis program and lower-potency hemp edible program may currently be operating in a local government’s jurisdiction under active registrations. In the future, these active businesses will be required to obtain a license from OCM and will need a local retail registration to continue their operations. Local governments may wish to consider how businesses currently operating will be issued retail registrations when determining if and how to limit retail registrations.

Local zoning approval does not guarantee retail registration. Zoning certification from local governments does not guarantee a local retail registration. This is a distinctly separate approval process. All applicants seeking retail activity will be required to obtain a zoning certification from the local government to be issued a state license. Local governments may wish to monitor the number of zoning certifications they provide to OCM to inform the likely volume of retail registration applicants.

Local Approval Process (cont.)

Local governments are permitted specific authorities for registration refusal and registration suspension, in addition to—and not in conflict with—OCM authorities.

Registration and Renewal Refusals

Local governments may refuse the registration and/or certification of a license renewal if the license is associated with an individual or business who no longer holds a valid license, has failed to pay the local registration or renewal fee, or has been found in noncompliance in connection with a preliminary or renewal compliance check.



Local Registration Suspension (342.22)

Local governments may suspend the local retail registration of a cannabis business or hemp business if the business is determined to not be operating in compliance with a local ordinance authorized by section 342.13 or if the operation of the business poses an immediate threat to the health and safety of the public. The local government must immediately notify OCM of the suspension if it occurs. OCM will review the suspension and may reinstate the registration or take enforcement action.

Expedited Complaint Process (342.13)

Per state law, OCM will establish an expedited complaint process during the rulemaking process to receive, review, read, and respond to complaints made by a local unit of government about a cannabis business. Upon promulgation of rules, OCM will publish the complaint process.

At a minimum, the expedited complaint process shall require the office to provide an initial response to the complaint within seven days and perform any necessary inspections within 30 days. Within this process, if a local government notifies OCM that a cannabis business poses an immediate threat to the health or safety of the public, the office must respond within one business day.



Inspections & Compliance Checks

Local governments are permitted specific business inspection and compliance check authorities, in addition to—and not in conflict with—OCM authorities.

Inspections and Compliance Checks (342.22)

Local governments must conduct **compliance checks** for cannabis and hemp businesses holding retail registration **at least once per calendar year**. These compliance checks must verify compliance with age verification procedures and compliance with any applicable local ordinance established pursuant to section 342.13. OCM maintains inspection authorities for all cannabis licenses to verify compliance with operation requirements, product limits, and other applicable requirements of Chapter 342.





Municipal Cannabis Stores

As authorized in section 342.32, local governments are permitted to apply for a cannabis retail license to establish and operate a municipal cannabis store.

State law requires OCM issue a license to a city or county seeking to operate a single municipal cannabis store if the city or county:

- Submits required application information to OCM,
- Meets minimum requirements for licensure, and
- Pays applicable application and license fee.



A municipal cannabis store will not be included in the total count of retail licenses issued by the state under Chapter 342.

A municipal cannabis store cannot be counted as retail registration for purposes of determining whether a municipality's cap on retail registrations imposed by ordinance.

Creating Your Local Ordinance

As authorized in section 342.13, a local government may adopt a local ordinance regarding cannabis businesses. Establishing local governments' ordinances on cannabis businesses in a timely manner is critical for the ability for local cities or towns to establish local control as described in the law and is necessary for the success of the statewide industry and the ability of local governments to protect public health and safety. The cannabis market's potential to create jobs, generate revenue, and contribute to economic development at the local and state level is supported through local ordinance work. The issuance of local certifications and registrations to prospective cannabis businesses is also dependent on local ordinances.

- Local governments may not prohibit the possession, transportation, or use of cannabis, or the establishment or operation of a cannabis business licensed under state law.
- Local governments may adopt reasonable restrictions on the time, place, and manner of cannabis business operations (see Page 14).
- Local governments may adopt interim ordinances to protect public safety and welfare, as any studies and/or further considerations on local cannabis activities are being conducted, until January 1, 2025. A public hearing must be held prior to adoption of an interim ordinance.
- If your local government wishes to operate a municipal cannabis store, the establishment and operation of such a facility must be considered in a local ordinance.



Model Ordinance

For additional guidance regarding the creation of a cannabis related ordinance, please reference the additional resources on page 27.

Additional Information – Tobacco Sales

Penalties Related to a Revocation or Suspension of Tobacco License

A cannabis or hemp business license holder may also hold a tobacco license under Minnesota Statutes Chapter 461. However, tobacco cannot be sold in the cannabis retail location. Under section 461.12, Minnesota law allows a licensee's authority to sell tobacco and related products under the section to be suspended and possibly revoked if the licensee also holds a cannabis or hemp business license under Chapter 342 or is a registrant under section 151.72 and that license or registration is revoked. This penalty also applies if the license holder is convicted of an offense under section 151.72 or has been convicted under any other statute for illegal sale of cannabis products.



Clarifying Cannabis Businesses Authority

Cannabis businesses will be able to sell vaporizers without a tobacco license. Under Minnesota Statutes, section 342.27, subd. 3(a), retail licensees are permitted to sell cannabis paraphernalia. Cannabis paraphernalia includes “all equipment, products, and materials of any kind that are knowingly or intentionally used primarily in ... ingesting, inhaling, or otherwise introducing cannabis products into the human body” [Minnesota Statutes, section 342.01, subd. 18(2)]. Therefore, Minnesota Statutes, section 342.27, subd. 3(a) specifically authorizes retail licensees to sell cannabis paraphernalia, which in this instance includes vaporizers.



Additional Resources

OCM Toolkit for Local Partners

Please visit the [OCM webpage \(mn.gov/ocm/local-governments/\)](https://mn.gov/ocm/local-governments/) for additional information, including a toolkit of resources developed specifically for local government partners. The webpage will be updated as additional information becomes available and as state regulations are adopted.

Toolkit resources include:

- **Appendix A: [Cannabis Model Ordinance](https://mn.gov/ocm/lgg-appendix-a)** (mn.gov/ocm/lgg-appendix-a)
- **Appendix B: [Retail Registration Form and Checklist](https://mn.gov/ocm/lgg-appendix-b)** (mn.gov/ocm/lgg-appendix-b)
- **Appendix C: [Cannabis Flower and Hemp-Derived Cannabinoid Products Inspection Checklist](https://mn.gov/ocm/lgg-appendix-c)** (mn.gov/ocm/lgg-appendix-c)
- **Appendix D: [Enforcement Notice from the Office of Cannabis Management](https://mn.gov/ocm/lgg-appendix-d)** (mn.gov/ocm/lgg-appendix-d)
- **Appendix E: [Notice to Unlawful Cannabis Sellers](https://mn.gov/ocm/lgg-appendix-e)** (mn.gov/ocm/lgg-appendix-e)
- **Appendix F: [Model Guidelines on Age Verification Compliance Checks Policy and Procedures](https://mn.gov/ocm/lgg-appendix-f)** (mn.gov/ocm/lgg-appendix-f)
- **Appendix G: [Cannabis and Hemp Age Compliance Check Form](https://mn.gov/ocm/lgg-appendix-g)** (mn.gov/ocm/lgg-appendix-g)
- **Appendix H: [Local Unit of Government Cannabis Licensing Contact, Delegation Form, and Accela Registration Instructions Guide](https://mn.gov/ocm/local-governments/contactform.jsp)** (mn.gov/ocm/local-governments/contactform.jsp)
- **Appendix J: [Local Approval for Early Cultivation](https://mn.gov/ocm/lgg-appendix-j)** (mn.gov/ocm/lgg-appendix-j)

Local Organizations

There are several organizations who also have developed resources to support local governments regarding the cannabis industry. Please feel free to contact the following for additional resources:

- League of Minnesota Cities
- Association of Minnesota Counties
- Minnesota Public Health Law Center

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**REQUEST FOR CITY COUNCIL ACTION**

MEETING DATE: January 21, 2025

AGENDA ITEM: Request for Proposals--Ivy Hills Park Playground Replacement

ITEM TYPE: New and Unfinished Business

DEPARTMENT: Parks and Recreation

CONTACT: Meredith Lawrence, Parks
and Recreation/Assistant
Public Works Director

ACTION REQUEST:

Authorize the issuance of a Request for Proposals (RFP) for the playground replacement at Ivy Hills Park.

BACKGROUND:

Based on the age and current condition, the Ivy Hills Park playground needs to be replaced. The majority of the existing playground was built in 2007, although the swing set was not replaced in 2007 and staff cannot find documentation of when they were last replaced. A standard life of expectancy of playgrounds is typically between 15-20 years of service.

The Parks and Recreation Commission established a playground work group that met with staff in order to develop criteria for the attached Ivy Hills Park Playground RFP. The Commission reviewed the RFP at their January 14 meeting and commissioners were in support of the scope of the project.

Features requested to be included in all proposals for reconstruction include:

- At least five swings including the following types (platform swing that can accommodate a wheelchair, parent/child swing, belt swing, toddler swing, arch swing with sensory seat)
- A dramatic play element
- A communication board
- At least two slides
- At least two vinyl coated steel benches with banks anchored in the ground within the container area

- Engineered wood fiber surfacing

All proposals must include demolition and disposal of current playground equipment, any necessary sitework, the container shape update, playground equipment, engineered wood fiber surfacing, and installation for the playground site. The work group requested a bright color pallet to be used for the playground features.

The 2025 budget included \$160,000 for this project from the General Levy--which includes all costs associated with the project, including the demolition and disposal of existing equipment, an updated container, surfacing, structures, delivery, installation, construction permits, taxes and service charges. Staff is recommending increasing the size of the container by approximately 17%, which would provide additional space for features which will need larger safety zones due to new safety regulations and make it similar to other neighborhood park playgrounds recently updated. This would require a \$20,000 contribution from the Special Parks Fund for this enhancement to the existing playground. The attached map outlines the updated container shape.

The proposed timeline for the project is as follows:

- Proposal submittal deadline: 10am on February 17, 2025
- Staff review proposals the week of: Week of February 17
- If more than three proposals are received, staff and the playground work group will narrow down the proposals to the top three for engagement with the community
- Review by residents (survey and open house) and Parks and Recreation Commission completed by: April 9, 2025
- Approval by City Council: April 15
- Notification of Contract Award: April 16
- Installation of playground structure at Ivy Hills Park must be completed by the end of 2025

FISCAL AND RESOURCE IMPACT:

There is no cost associated with the release of the RFP. The 2025 budget included \$160,000 from the City's General Levy to cover the expenses of this project. Based on the increased size of the new playground, staff is recommending an additional \$20,000 for the project is contributed from the Special Park Fund.

ATTACHMENTS:

1. Ivy Hills Playground RFP
2. Ivy Hill Playground Map

CITY COUNCIL PRIORITY:

Economic Vitality & Community Vibrancy, Premier Public Services & Infrastructure, Inclusive and Responsive Government



City of Mendota Heights

REQUEST FOR PROPOSALS

IVY HILLS PARK PLAYGROUND REPLACEMENT

645 Butler Avenue

Mendota Heights, MN 55118

PROPOSAL DEADLINE: February 17, 2025 • 10:00am

Released: January 22, 2025

Section 1: General Information

1). Contract Administration

All correspondence regarding this RFP (Request for Proposals) and the proposed services must be addressed to:

Meredith Lawrence, Parks and Recreation Director/Assistant Public Works Director
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118
Phone: 651-255-1354
Email: mlawrence@mendotaheightsmn.gov

Submission must be sent by email. One hard copy PDF of the proposal and any relevant attachments should be sent to the mailing address above.

2). Tentative Timeline

Due Date: 10:00am on February 17, 2025 (includes both digital and physical submission)

Review by Parks and Recreation Commission on April 9, 2025

City Council Approval of Project on April 15, 2025

Notification of Award on April 16, 2025

Delivery and Installation of Playground must be complete by end of 2025

3). Acceptance of Proposals Contents

The contents of this RFP and the proposal will become contractual obligations if a contract ensues.

Failure of the consultant to meet these obligations may result in cancellation of the award. All information in the proposal is subject to disclosure under the provisions of Minnesota Statutes Chapter 13—Minnesota Government Data Practices Act.

Section 2: Project Overview

1). Project Overview and Purpose

The purpose of the RFP is to obtain site plan design and quotes to include demolition and disposal of current playground equipment, any necessary sitework, an expanded container, playground equipment, engineered wood fiber surfacing and installation for the playground site at Ivy Hills Park, 645 Butler Avenue, Mendota Heights, MN 55118. The Parks and Recreation Department is challenging various playground manufacturers to use their professional expertise and creativity to develop a unique play structure.

2). Owner

The City of Mendota Heights is designated as Owner. All work shall be on public property. The contractor shall, at all times, confine operations to stay within the limits of the property. Any repairs or restorations required outside the property limits due to the Contractor's carelessness shall be repaired by the Contractor at their expense.

Section 3: Proposals

To be considered, each firm must submit a complete response to this RFP, using the format provided. The proposal must be signed in ink by an official authorized to bind the submitter to its provisions. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least one hundred twenty (120) days from the due date for this proposal. Respondents shall include one digital and one hard copy of their proposal document.

1). Specifications

- A. The structure shall meet and comply with all current ADA Legislation and ASTM F1487 and include demolition and disposal of current playground equipment, any necessary sitework, an expanded container and playground footprint, playground equipment, engineered wood fiber surfacing and installation for the playground site.
- B. All equipment must meet age-related design criteria suitable for 2-5-year olds and 5-12 year olds and be IPEMA certified.
- C. The recycled wood timber container expansion must be included to meet the design of the updated enclosure attached and match the color and style of the existing container timbers to remain. The existing container does not need to be completely replaced but must have portions replaced to ensure it meets ADA requirements and safety standards. It is anticipated that the existing container timbers to be replaced will be salvaged from the existing infrastructure; however, container replacement may require select timbers to be furnished by the contractor if salvaged timbers are deemed unusable or are insufficient to meet any modified measurements of the container.
 - a. To allow for adequate playground access space meeting current ADA requirements for a pedestrian ramp, the existing bituminous surface access shall be removed and replaced with a concrete pedestrian ramp. Bituminous surface removal limits shall be limited to only what is necessary to remove to achieve ADA compliance within the pedestrian ramp but may require removals up to the connecting trail system through Ivy Hills Park.
- D. The play structure quote must include the following features:
 - a. At least five swings including the following types:
 - i. Platform swing that can accommodate a wheelchair
 - ii. Parent/child swing
 - iii. Belt swing
 - iv. Toddler swing
 - v. Arch swing with sensory seat
 - b. A dramatic play element
 - c. A communication board
 - d. At least two slides
 - e. At least two vinyl coated steel benches with backs anchored in the ground within the container area (if vendors would like to retain and reinstall the two existing blue playground benches, that is acceptable. The two existing blue playground benches shall be removed from the site by the contractor should new vinyl coated steel benches be selected for use.)
 - f. Engineered wood fiber surfacing
- E. Other amenities may include, but are not be limited to the following: plastic slides, climbing walls/units, ladders, play panels, transfer decks, fire poles, spinners, overhead gliders, play accessories, shade structures, etc.
 - a. It is not a requirement that the sandbox remains. Thus, vendors are welcome to propose using that space for different features within the playground design.

- F. Wear pads must be installed below the bottom of slides and swings.
- G. The playground container is currently 3,815 square feet. The new playground will be increased to 4,472 square feet. The attached map outlines the container space available for expansion in green and pink.
 - a. Expansion of the northeast section of the playground container is anticipated to require saw cutting and removal of a portion of the existing concrete pad used for bicycle storage and trash collection to better align the container's perimeter with the adjacent trail system. The anticipated concrete removal limits can be seen on the attached playground map.
- H. The site shall have signage information provided appropriate to the structure/area. If signage includes photos of individuals, the photo must include a diverse group of users.
- I. All plastic and coating products must be UV and color stabilized to resist fading.
- J. Supplier must be able to provide a tool kit for fasteners, parts manual (both hard copy and electronic) and a touch up paint kit for all structure colors.
- K. All parts must have a corrosion resistant finish and be capped on the top end.
- L. All metal decks must be manufactured from sheet steel conforming to ASTM specification A-569 and be finished with a vinyl coating.
- M. All connecting hardware used must be zinc plated or stainless steel, free of protrusions, vandal resistant and have a tamper proof design. A Service kit for tamper proof fasteners must also be provided.
- N. The color pallet for the playground is requested to portray bright colors.

2). Submission Requirements

Each of the following items shall be considered an integral part of the Contractor's proposal and shall be submitted to the City on or before the date and time as stated:

- 1. One copy of a completed and signed Proposal Form.
- 2. A list of all base materials
- 3. A list of all equipment included in the plans, with quantities.
- 4. One copy of a play area equipment layout drawing to scale showing layout, safety zones, accessibility, border and outside dimensions.
- 5. One bound notebook or plan size sheet of all components and features specific to the project.
- 6. One complete copy of all warranty information.
- 7. The contractor shall indicate all deviations from the specifications.
- 8. Provide a letter from the manufacturer or an independent consulting firm stating all equipment meets the current ASTM F1487 standards
- 9. Estimated timeline for construction.
 - a. The installation of the entire playground must be completed by paid professional staff. Any deviation from the use of paid professional installers must be approved by the Parks and Recreation Director.
- 10. Documentation that all equipment quoted is covered by product liability insurance.

3). Project Budget

The fee proposal must not exceed \$180,000 and must include all elements associated with the project, including procurement of all documents, demolition of existing equipment, new container materials and installation for area of expansion, installation of replacement recycled wood timbers in areas where unsafe, surfacing, structures, delivery, installation, construction permits, taxes and service charges. Each firm is requested to provide the maximum amount of play activities for that fee.

4). Proposal Receipt

Proposals must arrive at the Mendota Heights City Hall, 1101 Victoria Curve, Mendota Heights, MN 55118 on or before 10:00 AM on Monday, February 17, 2025.

Section 4: Playground Regulatory Compliance

Each playground proposal must meet the following regulatory compliance requirements:

1. All equipment provided and all areas around and between equipment must comply with the most current Consumer Product Safety Commission (CPSC) guidelines and The American Society for Testing and Material (ASTM) standards. It is the responsibility of each bidder and manufacturer to be aware of these guidelines. Please list all deviations where your proposal does not comply and explain each in detail when submitting the proposal. Equipment that requires intensive labor measures or modifications, after installation, such as the cutting of bolts, to bring equipment into conformance with CPSC and ASTM will not be accepted. As recommended by CPSC, a project specific maintenance manual shall be provided at the end of the project.
2. The entire playground must meet the current requirements of the Americans with Disabilities Act and ASTM F1487.
3. All equipment must be IPEMA certified.
4. All surfacing materials must meet current CPSC guidelines, ASTM F1951 and ASTM F1292 standards, as well as be IPEMA certified.
 - a. Once installation is complete on all equipment, the supplier must provide a formal safety audit of the installed equipment. The audit must document that equipment meets all current standards listed above. Final payment for the structure, payment for base materials and installation will not be processed until after the safety audit inspection and document has been completed and delivered from a certified playground inspector. CPSI documentation must be included.

Section 5: Proposal Selection

Responses to this RFP will be evaluated based on the following process:

1. Staff will review the firm's response to the RFP and determine if the proposal meets all criteria for consideration.
2. The Parks and Recreation Commission's subcommittee and staff will narrow down the complete proposals to the top three designs to be considered by the community.
3. A neighborhood meeting and community survey will be conducted so residents can review the proposed play structure options and provide feedback on a preferred plan.
4. The Parks and Recreation Commission will review the neighborhood meeting and community survey results and make a recommendation to the City Council on the desired playground for the park.
5. City staff will present the Parks and Recreation Commission's recommendation to the City Council for a final decision.

Staff will use the feedback from the resident groups and a recommendation from the Parks and Recreation Commission to enable the City Council to make a formal decision. If necessary, an interview/informational meeting may be requested by staff with potential vendors.

1). Award of Contract

The City of Mendota Heights will award one contract for this entire project to a responsible bidder submitting the Quote meeting all performance and required criteria as set forth by this set of contract documents, plans and specifications.

Section 6: Project Terms and Conditions

The following terms and conditions apply to this Request for Proposals (RFP):

1. The City of Mendota Heights is not liable for any cost incurred by the prospective firms prior to the signing of the contract.
2. The contents of this proposal will become contractual obligations if a contract ensues. Failure of the selected consultant to accept these obligations may result in cancellation of the award.
3. The City of Mendota Heights reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects, in the City's judgment. In determination of award, the qualification of the proposal submitter, the conformity with the specifications of services to be supplied and delivery terms will be considered.
4. The city assumes no responsibility or liability for costs incurred by the firms prior to the submission of a proposal. Total liability of the City of Mendota Heights is limited to the terms and conditions of this agreement.
5. The successful respondent will be required to furnish appropriate certificates of insurance as part of the final contract negotiations.
6. The contractor shall pay all sales, consumer, use and other taxes required to be paid by them in accordance with the law of the place where the work is to be performed.
7. The contractors shall provide and maintain all necessary temporary enclosures and barricades to adequately protect the work and materials from the elements and persons not involved with construction. The Contractor shall remove all temporary enclosures, barricades and fences upon completion of the work.
8. The contractor shall provide for and be responsible for protection of existing pavements, utilities, fencing, etc. In general, all existing materials, surfaces, sod, etc., to remain which are affected by the work shall be repaired and restored to an original and functional condition.
9. Before making any shipment of materials to the site, the contractor shall ascertain whether the site is in a condition to receive the shipment. Where this provision is neglected and material is delivered to the site when the latter is not in condition to receive it, such materials shall be properly stored elsewhere at the contractor's expense and adequate insurance coverage provided for off-site storage.
10. The contractor shall provide storage as required to protect and preserve all materials stored at the site. Materials are not to be stored directly on the ground. Storage of materials is to be confined to areas designated by the City. The city will not sign for or be responsible for materials delivered to the site.
 - a. Equipment delivered early will not be paid in full. Full payment of structure and installation will be paid when installation is complete and a compliance audit has been received.
11. Working hours shall be from 7:00am- 8:00pm on Monday-Friday and 9:00am-5:00pm on Saturday and Sundays.
12. All work areas shall be returned to a condition equal to or better than was in existence at the beginning of the project. All construction debris, including excavated soil, shipping materials

including cardboard, pallets, etc. shall be removed and disposed of in a manner satisfactory to the City.

Ivy Hill Playground

Date: 1/9/2025

