

**Mayor**

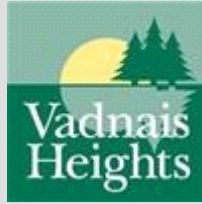
Heidi Gunderson

**Council Members**

Craig Johnson  
Greg Urban  
Patricia Youker

**City Administrator**

Kevin Watson



**The City of Vadnais Heights**

800 East County Road E  
Vadnais Heights, MN 55127

Phone: 651-204-6000

Fax: 651-204-6100

**Regular Workshop Meeting of the  
Vadnais Heights City Council**

*Tuesday, February 19, 2019 - 5:30 pm*

Lakes Conference Room at City Hall

**AGENDA**

1. Open Meeting - (5:30 p.m.)

2. Polco Survey Tool

Documents:

[2.PDF](#)

3. Status of Negotiations with Haulers for the Refuse Contracts

Documents:

[3.PDF](#)

4. City Center Drive Request

Documents:

[4.PDF](#)

5. LHB Facilities Contract

Documents:

[5.PDF](#)

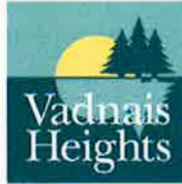
6. Other Staff Items

7. Future City Council Requests

8. Adjourn

**Kevin Watson**  
City Administrator

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Kevin.watson@cityvadnaisheights.com



**The City of Vadnais Heights**  
800 East County Road E  
Vadnais Heights, MN 55127

## *Memorandum:*

**TO:** Mayor Gunderson and City Council Members  
**FROM:** Kevin Watson, City Administrator  
**DATE:** February 19, 2019  
**SUBJECT:** Polco Survey Tool

### **Background**

In the past, the City has regularly engaged its residents in a community phone survey. Previously, the City has used a company called Morris and Leatherman to execute this effort. They are the established entity that provides many communities this service. The last time this was executed was Spring 2016 and was compensated \$23,000. Best practice is to conduct one every 2-3 years, and at the very least, every 5 years. Prior to 2016, we hadn't conducted one since 2006. Surveys are a great tool to get a snapshot in time on the general opinion of the community members. These surveys are conducted over the phone via land lines and cell phones.

Recently, I became aware of a new tool that is partnering with many cities in the metro. The company is called Polco and the service is provided through a sophisticated software over the internet and phone app. The tool would allow the City to ask questions as needed to its constituents to receive instant feedback. We could ask one question a week for a full year. The City would have the ability to measure feedback on an annual basis to identify trend lines. We could ask questions about a particular project (i.e. Garceau). Currently, the system is tied to voter registration and ultimately precincts. They hope to find a way to drill down to individual neighborhoods. The idea being, if there's a sudden change in feedback (public safety, parks, etc.), we could identify the area and try to understand the problem before it escalates too quickly.

Communication is a key to the future success of any community. Furthermore, I believe the City has to do MORE than be on social media and keep our website up-to-date. Those are essential and the foundation to our communication efforts but they become washed out by all the other information everyone is inundated with on a daily basis. Too often, people "miss" us on facebook or twitter because we posted at a time that wasn't convenient for them. I believe our future success will be tied to our ability to get on people's notifications directly on their phone. If we can get people to sign up for this software and we can send questions to them directly to their phones, we can keep people better informed, we can dispel misinformation, and we can make better decisions for our constituency.

The current price is \$4,000 but has been offered at \$3,000 per year. If we were to choose a 3-year contract, there's a 15% discount. I'd recommend the 3-year contract for \$7,650. This is significantly less expensive than a phone survey and allows us more flexibility to ask one issue questions and receive ongoing feedback. Finally, as a funding source, it's my intent that when we renegotiate with Comcast, this new funding stream can pay for this.

Matt Fulton with Polco will be present to present and discuss the tool. Survey question examples are attached.



## Polco's Annual Community Survey

### **Ensuring a Safe Community**

1. Do you feel safe in your community?
2. Do you feel safe in your neighborhood?
3. Do you believe that the public safety services (Police/Fire/Emergency Services) in your community will be able to serve you in your time of need?

### **Quality of Infrastructure**

4. How would you rate the physical condition of your community's infrastructure (Roads/Sidewalks/Bridges)?
5. How often are you able to get to your desired destination in your community within a reasonable time?
6. Do you have access to the technology and connectivity you need on a daily basis?

### **Physical Appearance of the Community**

7. How would you rate the overall appearance of the community?
8. How would you rate the overall appearance of your neighborhood?

### **Quality of Community Life**

9. Does your community do a good job at keeping you informed on important local issues?
10. Are there enough activities in your community for you to enjoy during your free time?
11. Does your community have adequate retail, dining, and entertainment options for you?

### **Return on Community Investment**

12. How would you rate the value you receive for the amount of local property taxes you pay?
13. Do you feel you have adequate opportunities to engage in community decision making?
14. How strongly would you recommend your community to others as a good place to live?

### **Quality of Public Service Delivery**

15. How would you rate the overall quality of public services provided by your community?
16. How satisfied are you with the level of communication from the community government?

### **General**

Do you have any parting thoughts for your community leaders



## Polco Baseline Question Scheduling

### January

- Is the community moving in the right direction?
- Do you think that economic conditions in the community as a whole are getting better, staying the same, or getting worse?
- What is your favorite thing about the community?
- How would you rate the overall image or reputation of the community?

### February

- How would you rate your community as a place to live?
- How would you rate the community as a place to raise children?
- How would you rate the community as a place to work?
- How would you rate this community as a place to visit?
- How would you rate this community as a place to retire?
- How would you rate this community as a place to play?

### March

- How would you rate the overall performance of the community's police department?
- How would you rate the overall performance of the community's fire department?
- How would you rate the overall performance of the community's emergency medical response teams?
- How would you rate the availability of recreational programs in the community?
- How would you rate the community's communication and engagement with the public?

### April

- How satisfied are you with the community's government? Is this the best month for this question? Locals re elected in April in WI
- How would you rate the sense of community?
- What areas would you like to see the community improve in?  
How would you rate the community's overall performance in maintaining its streets and utilities (Water/Sanitary Sewer/Stormwater)?

### May

- How would you rate the condition of streets in the community as a whole?
- How would you rate the condition of streets in your neighborhood?
- How would you rate the ease of getting around the community?

### June

- How would you rate the quality of the community's maintenance of streets throughout the year?



- How would you rate the appearance and maintenance of the community's public parks and open spaces?

#### **July**

- How much should the community prioritize funding for parks?
- How much should the community prioritize funding for bike and walking trails?
- How much should the community prioritize funding for playing fields and playgrounds?

#### **August**

- How would you rate the community as a place to live?
- How would you rate the community as a place to raise children?
- How would you rate the community as a place to work?
- How would you rate this community as a place to visit?
- How would you rate this community as a place to retire?
- How would you rate this community as a place to play?

#### **September**

- How easy or difficult is it for you to access to groceries and food in the community?
- Is there adequate supply of different housing types in the community?
- How satisfied are you with the housing affordability in the community?
- How would you rate the community's enforcement of property maintenance and code compliance?

#### **October**

- Polco's Annual Community Survey

#### **November**

- How would you characterize health and wellness opportunities in the community?
- How would you rate the availability of employment opportunities in the community?
- How would you rate the ease of walking in the community?
- How would you rate the community's openness and acceptance toward people of diverse backgrounds?

**Kevin Watson**

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**From:** Matt Fulton <matful@polco.us>  
**Sent:** Thursday, February 14, 2019 11:47 AM  
**To:** Kevin Watson  
**Subject:** Re: list

Hi Kevin,

**Current Metro Cities:**

Maplewood

Fridley

New Brighton

Stillwater

North St Paul

North Oaks

Cottage Grove (with changes going on with personnel recently, still waiting for their 2019 renewal, but anticipate it coming next week or so)

Rosemount (first MN City)

Wayzata

Hennepin County

Brooklyn Center

Eden Prairie

Lake Elmo

Mendota Heights

**Close:**

Northfield

Rochester

Mankato

Red Wing (starting within the next couple of weeks)

Hope that helps.



**Matt Fulton**

**National Engagement Director**

**c:651-242-2422/ [www.polco.us](http://www.polco.us)**

**Tim Sandvik**  
Assistant City Administrator

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Tim.sandvik@cityvadnaisheights.com



**The City of Vadnais Heights**  
800 East County Road E  
Vadnais Heights, MN 55127

## *Memorandum:*

TO: Mayor Gunderson and City Council Members

FROM: Tim Sandvik, Assistant City Administrator

DATE: February 19, 2019

SUBJECT: VHG, Inc. – Refuse/Recycling Hauler Contract Update

### **Background**

The current contract between the City of Vadnais Heights and VHG, Inc. (Refuse/Recycling haulers including Waste Management and Republic Services) is set to expire July 31, 2019. In the fall of 2018, staff met with representatives from VHG requesting initial proposals be presented to the City in January of 2019. Now having received initial language (specific to pricing and revenue sharing), staff would like to update the Council and proceed with negotiations, if deemed appropriate.

VHG provides refuse/recycling pick-up for all single family homes and residential properties having up to and including eight (8) dwelling units. The existing contract provides all residents within the aforementioned definition to receive the services at agreed upon rates. The cost of these services is observed through three (3) mechanisms.

- The contract sets prices based on level of refuse service. For example, in 2019 residents currently pay \$3.35 per household per month for disposal (30 gallon bin), \$6.60 for collection, and \$5.83 for recycling for a total of \$15.78 per household per month (plus tax). Annual increases are projected at approximately 5% for the first year, no increase in 2020, 2.2% in 2021, 2.3% in 2022, 2.3% in 2023 and 2.3% in 2024.
- Yard waste collection service is generally on a subscription basis whereby residents can sign up to subscribe for this additional service. The current contract price is \$48 per year charged on fixed basis throughout the year.
- Our current contract allows for one (1) bulky item pick-up per year at no charge. Residents may also opt in for additional services such as bulk item pick up (), furniture disposal, electronics disposal, bundles of brush, etc. at an additional one-time fee.
- VHG also utilizes a revenue sharing component for the processing of recyclables. Currently, VHG charges \$45 per ton processing and net revenue is then split 50/50 between VHG and the City of Vadnais Heights. Due to the increased cost of processing recyclables and the poor recycling market conditions, the City has not gained revenue since March 2018.

The City has received proposed pricing for an updated contract from VHG representatives. In discussions with Ramsey County Environmental Health Department and other cities, staff believe the proposed rate increases are reasonable and generally competitive with surrounding municipalities. Additionally, staff have received a proposed pricing model for revenue sharing which increases the processing fee to \$75. While this increase is significant, current language protects the City as there is no gained expenditure

through an established 'floor'. The proposed recycling price, while relatively high compared to most other cities, is proposed to remain the same as our current contract.

Staff would like to understand any concerns the Council may have with the existing contract and would like to proceed in negotiations with VHG to update contract language and work to complete a contract for consideration by the Council. It may be advantageous for the Council to designate a 'point person' if viewed appropriate.



**Kevin Watson**  
*City Administrator*

**651.204.6010** *Phone*  
651.204.6110 *Fax*  
Kevin.watson@cityvadnaisheights.com



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800 East County Road E  
Vadnais Heights, MN 55127

## *Memorandum:*

**TO:** Mayor Gunderson and City Council Members

**FROM:** Kevin Watson, City Administrator

**DATE:** February 19, 2019

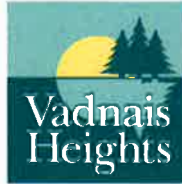
**SUBJECT:** City Center Drive Request

### **Background**

The Mayor and City Council received a request from Neil Convery regarding the 2014 City Center Drive Street project. City Staff and our Attorney are seeking feedback on next steps.

**Kevin Watson**  
City Administrator

651.204.6010 Phone  
651.204.6110 Fax  
Kevin.watson@cityvadnaisheights.com



**The City of Vadnais Heights**  
800 East County Road E  
Vadnais Heights, MN 55127

## *Memorandum:*

TO: Mayor Gunderson and City Council Members

FROM: Kevin Watson, City Administrator

DATE: February 19, 2019

SUBJECT: LHB Facilities Contract

### **Background**

The City has faced challenges effectively scrutinizing City facility projects in a timely fashion. This can be attributed to the lack of in-house experience on staff. Different staff have different levels of experience on different concepts – these include but are not limited to HVAC, electrical, lighting, etc. We do contract some of that out – HVAC is with Schaddegg. The City wishes to remedy this current gap in knowledge by hiring someone on retainer as a 3<sup>rd</sup> Party to ask questions on our behalf and perform site visits when necessary.

The City reached out to LHB Architects, who performed our facility overview study. I explained our challenge and they indicated a willingness to provide this service to us. On their staff, they have Phil Fisher, the former Building Operations Manager for White Bear Lake Public Schools. He is accustomed to working on facilities of all ages. He has the background to ask the right questions of our vendors to ensure we get the best price.

At the proposed rate of \$133 per hour, I believe it would be money well spent when we are talking about \$10,000 – \$30,000 projects.

Proposed professional services agreement is attached.





This Agreement, effective the Fourth day of January, Two Thousand Nineteen by and between The City of Vadnais Heights, 800 East County Road E, Vadnais Heights, Minnesota 55127, hereinafter referred to as the "Client," and LHB, Inc., a Minnesota corporation, 701 Washington Avenue North, Suite 200, Minneapolis, Minnesota 55401, hereinafter referred to as "LHB," is in response to the following:

- A. Client desires to have certain services done for it in connection with the Operations and Maintenance of its facilities.
- B. This agreement will be referred to as "Facility Operations Supporting Services" hereinafter referred to as the "Project."
- C. LHB is able and willing to perform the services.

In consideration of the mutual covenants and agreements contained herein, Client and LHB hereby agree as follows:

**I. SCOPE OF SERVICES**

The services to be provided by LHB will be coordinated by Jesse Farrell, PE, Public Works Director/City Engineer. Michael Fischer will be the point of contact for LHB on all new work requests. Phil Fisher will be the primary "Facility Operations Specialist" assigned to the Client and will be the point of contact once projects are assigned.

LHB will provide "on-call" facility operations services as requested by the Client. Scope of work, schedule, and deliverables will be communicated as necessary on a case-by-case basis.

**II. COMPENSATION**

Compensation for LHB's services shall be on an hourly basis as requested by Client. The Facility Operations Specialist's (Phil Fisher's) hourly rate for 2019 will be \$133/hour. A standard rate sheet is attached for other staff, if necessary.

**III. REIMBURSABLE EXPENSES**

LHB shall be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services in accordance with the attached reimbursable rates.

Client and LHB have caused this Agreement to be executed as of the date first shown above.

**THE CITY OF VADNAIS HEIGHTS**

**LHB, INC.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

Its: Principal  
(Title)

Name: \_\_\_\_\_  
(Printed Name)

Name: Michael A. Fischer  
(Printed Name)

This Agreement represents the entire Agreement between the parties and supersedes all prior written or oral representations. This Agreement may be amended only by a written instrument executed by both parties.

### **1. GENERAL CONDITIONS**

The laws of the State of Minnesota shall govern this Agreement. Any provision of this Agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

LHB 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.

Any evaluation of Client's budget for the Project, the preliminary estimate of the Cost of the Work, and any updated estimates prepared by LHB, represent LHB's professional judgment.

Each party binds themselves and their successors to this Agreement. Neither Client nor LHB shall assign this Agreement without the written consent of the other party. Use of sub-consultants normally contemplated by LHB shall not be considered an assignment for purposes of this Agreement. No one will be a third-party beneficiary to the Agreement.

### **2. CLIENT RESPONSIBILITIES**

Client shall provide full information on the requirements for the project.

Client warrants to LHB that any documents provided by Client do not infringe upon the intellectual property rights held by another and will indemnify and defend LHB against any claims of infringement.

Client shall designate a representative, if other than the individual who executes this Agreement, who is authorized to act on Client's behalf to provide requested information and to make timely decisions regarding the Project.

### **3. USE OF LHB'S DOCUMENTS**

The documents ("Documents") prepared by LHB, including Documents in electronic format, are solely for use with respect to this Project. All Documents, including drawings and specifications prepared or furnished by LHB pursuant to this Agreement, are the instruments of service to the Project, and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants Client a nonexclusive license to use the Documents solely for purposes of constructing, using, maintaining and altering the Project, so long as Client performs its obligations under this Agreement, including prompt payment of all sums when due. This license will terminate immediately upon a breach of this Agreement by Client.

If LHB's Documents are modified or otherwise altered by Client, a subsequent design professional, or any other party at Client's direction, Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action to the extent caused by such modification or alteration.

### **4. PAYMENT TERMS**

Payments are due upon receipt of LHB's invoice. Amounts unpaid thirty (30) days from the date of LHB's invoice shall bear interest at the rate of eight percent (8%) per annum or 0.67% per month on the unpaid balance.

If it is necessary to enforce collection on any amount past due under this Agreement, Client shall reimburse LHB for all legal and other reasonable costs related thereto, including, but not limited to, attorney's fees, court costs, expert witness fees, professional and administrative time at regular hourly rates, and other collection costs.

### **5. CHANGE IN WORK SCOPE**

If there is a material change in the circumstances or conditions that affect the scope of work, compensation, schedule, allocation of risks, or other material terms of this Agreement, LHB shall notify Client and Client and LHB shall promptly, and in good faith, enter into negotiation to address the changed conditions, including equitable adjustment to LHB's compensation. In establishing fees for any additional services to be performed, LHB shall utilize the attached rate sheet.

### **6. DISPUTE RESOLUTION**

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute, or other matter in question has arisen. No demand for mediation shall be made after the date when the legal or equitable proceedings, based upon such a claim, dispute, or other matter in question, would have been barred by an applicable statute of limitation.

### **7. TERMINATION**

In the event of substantial failure by one party, through no fault of the terminating party, to perform in accordance with the terms of this Agreement, this Agreement, and the obligation to provide further services under this Agreement, may be terminated by either party upon giving seven (7) calendar days written notice.

In the event of termination not the fault of LHB, LHB shall be compensated for all services performed and reimbursable expenses incurred prior to termination.

**8. CONSEQUENTIAL DAMAGES**

LHB and Client waive consequential damages for claims, disputes, or other matters in question arising out of, or relating to, this Project or Agreement.

**9. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, Client agrees to limit LHB's liability for Client's damages to the sum of Fifty Thousand Dollars (\$50,000) or LHB's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**10. ATTACHMENTS**

The following documents are attached and made an integral part of this Agreement.

1. Exhibit A: "Standard Hourly Rate Schedule" dated January 4, 2019
2. Exhibit B: "Reimbursable Expenses" dated January 4, 2019
3. Exhibit C: Phil Fisher's Resume

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## STANDARD HOURLY RATE SCHEDULE

<u>Position Description</u>	<u>Average Rate</u>
Project Principal .....	\$253
Project/Discipline Manager.....	\$193
Senior Architect/Landscape Architect/Engineer/Land Surveyor.....	\$161
Architect/Landscape Architect/Engineer/Land Surveyor .....	\$117
Certified Interior Designer.....	\$108
Senior Designer .....	\$103
Designer.....	\$ 86
Senior Technician.....	\$100
Technician .....	\$ 65
Administrative .....	\$ 76

\* Amounts are subject to change for periodic compensation adjustments.

\* The information is current as of the date shown below.

\* The actual rates will be based upon the individual assigned.

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
324 Garfield Street South		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902



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## REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for the Engineer/Architect services and include expenses incurred by LHB employees and consultants directly related to the Project. Items include, but are not limited to:

Travel-Automobile:	Current IRS Rate
Meals & Lodging:	110% of cost
Fee Paid for Regulatory Review and Approvals:	110% of cost
Postage & Handling:	110% of cost
Copies:	\$0.15 each face
Regular Bond Plots	\$2.00 each
Color Plots	\$10.00 each
Construction Documents for Construction:	110% of cost
Renderings and Models:	110% of cost
Excess Project Insurance (if requested by Owner):	Cost
Global Positioning System (GPS)	\$150/day
Total Station	\$60/day
Underground Utility Locator	\$25/day

The reimbursable expenses are current as of the date of issue shown below. Rates are subject to adjustment for market conditions without specific notification.

### Reimbursable Expenses

Page 1 of 2

Date Issued: 1/4/2019

21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
324 Garfield Street South		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902



## Professional Profile

**Certifications**

Certified Plant Engineer,  
Association of Facilities Engineers

**Affiliation**

Minnesota Association of School  
Business Officials (MASBO)

Minnesota Association of School  
Administrators (MASA)

Minnesota Educational Facilities  
Management Professionals  
Association (MASMS)

**Education**

Bachelor of Science,  
Industrial Technology Education,  
University of Minnesota

## Phillip E. Fisher, CPE

### Facilities and Operations Specialist

Phillip Fisher has over 35 years in building construction and operations. Phil's experience includes managing school building operations, overseeing custodial staff, and providing operational commissioning on new projects and existing facilities. In his current role as a facility/operations specialist, Phil works alongside the client to maximize their operational efficiency in new construction, remodeling, or retro commissioning. He provides quality assurance for the owner in all phases of their facility operational systems.

Most recently he served as the Building Operations Manager for White Bear Lake Public Schools where he oversaw the BMAR process and operations for 18 facilities totaling 1.8 million square feet. He has also supervised the buildings and grounds maintenance for the Stillwater Area Public Schools and the Minnesota State Fair, in addition to teaching building construction.

**Project Experience**

- MnDNR, Facility Conditions Assessments; Statewide, MN
- City of St. Louis Park, Encore Redevelopment TIF Analysis; St. Louis Park, MN
- MPRB RecQuest Recreation Center System Plan; Minneapolis, MN
- U.S. Department of Veterans Affairs, MVAMC Update Facilities AsBuilts; Minneapolis, MN
- City of Maplewood, 1955 English Street TIF Analysis; Maplewood, MN
- City of Ramsey, Life Fitness Renewal and Renovation TIF Analysis; Ramsey, MN
- City of Hastings, First National Bank Redevelopment TIF Analysis; Hastings, MN
- Assessed more than 300 buildings for TIF districts in 82 cities since 2015



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