

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
December 9, 2020 at 7:00 P.M.

NOTE: THIS MEETING WILL ALSO BE HELD BY WEB CONFERENCE*

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___
- STAFF PRESENT: THONGVANH___
- C. PRESENTATION
- D. APPROVAL OF MINUTES:
1. December 2, 2020 City Council Workshop Meeting
 2. November 18, 2020 City Council Regular Meeting
- E. PUBLIC HEARINGS:
1. 2021 Truth in Taxation and Budget Presentation
- F. CONSENT AGENDA:
1. General Disbursements through: 12/01/20 \$8,830.82
Payroll through: 11/30/20 \$17,340.18
 2. Approval of City License(s)
 3. Appointment of Prosecuting Attorney
 4. Appointment of City Attorney
 5. Appointment of City Engineer
 6. Appointment of City Auditor
 7. Designation of Official Newspaper
 8. 2021 Cost of Living Adjustment (COLA)
 9. Statutory Tort Limits Liability Coverage for the City in 2021
 10. Adopting Fee for Beekeeping Permits
 11. City Fee Schedule
 12. Joint Power Agreement - Establishment of The North East Metropolitan Area Municipal Internetworking Collaborative, to be known as "METRO-INET"
 13. Appointment of Dana Dumbacher to the Community Engagement Commission
 14. 2020 Year End Budget Amendment(s)
 15. Northeast Youth and Family Services Cooperative Service Agreement
 16. Extension of Professional Service Agreement for Administrative Direction and Command Services for Fire Service from the City of Roseville
- G: POLICY ITEMS:
1. Garden Ordinance

2. Accepting Plans Specifications and Ordering Advertisement for Bids for the 2021 Pavement Management Project
3. Drainage Easement at 1605 Fulham Street
4. No Parking Resolution – Cleveland Ave from Larpenteur Ave to Como Ave
5. Amendment to Chapter 113 Regarding Drive Throughs

H. INFORMATION/ ANNOUNCEMENTS:

I. COMMUNITY FORUM:

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

J. ADJOURNMENT:

*You can participate in the meeting by clicking the following Zoom link:

<https://us02web.zoom.us/j/89488033956>

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

MINUTES
December 2, 2020
6:30 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 6:30 pm
- B. ROLL CALL: ANDREWS_X_ GUSTAFSON_X_ LEEHY_X_
MIAZGA_X_ WEHYEE_X_
- STAFF PRESENT: THONGVANH_X__
- C. PRESENTATIONS:
1. Fire Services – Request for Bids

City Administrator Thongvanh

During the September 23 meeting, the Council directed staff to send request for letters of interest to area departments. We received letters from three agencies: Roseville, St. Paul, and the Falcon Heights Fire Department. During the November 18 meeting, the Council authorized me to request bids from the three departments. We received bids from St. Paul and our own department. Tonight we will hear presentations from both agencies and Council will have a chance to ask questions.

City of St. Paul Fire Chief Butch Inks

In 2018, the department developed a strategic plan and rewrote our mission statement to reflect community engagement. Our core values are professionalism, respect, integrity, duty, and equity. We currently have 15 fire stations three fire stations are within 4 miles of City Hall. We've been providing services to Falcon Heights for medical calls since the 1990s. We have 435 professional firefighters and we believe we are an all hazard response fire department. All stations are fully staffed all hours and we maintain an average daily staffing of 114 firefighters.

The department prioritizes and invests in the City of St. Paul's equity initiatives. Our department resembles the community we serve. The price we place on our services is \$165,000, and it aligns with fire and rescue contract services that we provide for many of the surrounding communities including the State Fair, U of M, and the City of Lauderdale.

Council Member Leehy

Are your adjunct trainers in the department or are they located outside in the community? Is this a JPA or a contract?

Chief Inks

To lead training in our department, our members must obtain certification as instructors. Many are in our department. It is a JPA.

Council Member Wehyee

Can we expect the price to remain constant over time, or should we anticipate the cost changing? Second, I would be looking for an opportunity for our current firefighters to find employment with St. Paul.

Chief Inks

Yes, the cost is what it is today. We are not entering into this contract for profit. We noticed a need for services. There have been some increases over time but that is not the goal. We currently have three of your folks on our hiring list. But we also have some pathways programs for individuals to get into the department.

Council Member Andrews

The people that go through your pathways program, are they already certified through the community college system? What kind of communication would the Council have with the department?

Chief Inks

The certification is licensure through the State of Minnesota. For me, the best way to communicate would be through Sack, and then the information could be shared through him.

Council Member Leehy

As a JPA, do administrators have regular meetings with you for ongoing regular communication?

Chief Inks

Yes, we are open to having a standing meeting.

Council Member Wehyee

How open would the department be about being present at our community events such as Night to Unite and block parties?

Chief Inks

I would expect that, you need us to be there, we would want to be there. In addition, we would want to be engaged with your schools.

Andrew Temme, Falcon Heights Fire Department

I chose to become a fire fighter out of love for my neighbors. Why does Falcon Heights need a community based fire department? Neighbors helping neighbors. Qualified, credentialed. The Falcon Heights community has been taking care of each other through the Fire Department since the community was formed in 1945. Department morale is at an all-time high and we continue to receive applicants. I would like to thank the City of Roseville for helping us with leadership. We humbly request the opportunity to continue to serve this community.

Council Member Wehyee

The pros of the FHFD are that it's homegrown and community based. How equipped are we at the moment and in the next year to respond to fires and emergencies that may occur.

Mike Arcand, Falcon Heights Fire Department

We have been asked to push a pretty large stone uphill after the department lost its leadership about 2 years ago. We continue to bring on additional fire fighters. We have mutual aid agreements with surrounding agencies so that if there was a large demand, we would have help from the surrounding communities.

Council Member Andrews

It would appear that the cost to maintain our fire department is about twice that of contracting with St. Paul. I know you can't equate passion, loyalty, and community good feeling to dollars and cents. I also know our residents are concerned about taxes increasing and balancing other needs in the city. I recognize the hard work of the department, I just don't know if financially it makes sense for the future.

Mike Arcand

As you add the capital costs and the costs of keeping up with technology upgrades required by the NFPA, it is expensive. But the city gets to control those costs. Once we sell the trucks and equipment, it's very difficult to get them back. I'm very hesitant to outsource the services and then not have the choice to go back.

Mayor Gustafson

I would recommend that the Council authorize the City Administrator to modify the final 2021 levy to reflect the final cost of going forward with the St. Paul Fire Department proposal.

Administrator Thongvanh

I am looking for a consensus for the Council on how I should proceed. Based on that, I will modify the levy to reflect St. Paul's bid.

Council Member Wehyee

This is a difficult decision, I have fluctuated a lot where I stand on this issue. Whatever is decided I feel very comfortable with.

Council Member Miazga

I'm comfortable with what is being recommended here, that we use St. Paul's proposal for our services and set our levy for next year.

Council Member Andrews

I appreciate the work of our fire department. We don't have 2 or 3 years to allow our department to mature. I support us going with the St. Paul proposal.

Council Member Leehy

This is one of the most difficult decisions to make and have consensus with. When we look at the details we are faced with and the things that have happened with no longer having

Lauderdale, it seems to have forced us into this decision. I am in consensus with the recommendation to proceed forward with St. Paul.

Council Member Wehyee

I very reluctantly concur with the recommendation.

Administrator Thongvanh

With those final thoughts, I will move forward with modifying our levy for next year to reflect the changes.

D. POLICY ITEMS:

1. Extension of Professional Service Agreement for Administrative Direction and Command Services for Fire Service from the City of Roseville

Administrator Thongvanh

The City of Roseville will provide us a 60 day extension to our contract, and have included an opt-out option so that we can get out of the contract sooner if we are able to prepare the necessary materials.

2. Information Technology (IT) Services

Administrator Thongvanh

The City of Roseville and its contract holders have proposed that contract holders shift to a JPA structure. I am looking for questions from the Council and if there is agreement, will bring this for formal action next week on the JPA.

Mayor Gustafson

I am in favor on bringing this before the Council next week.

3. Ordinance Amendment Update for Drive-Thru

Administrator Thongvanh

After the public hearing during the Planning Commission meeting, the commission recommended to not amend the ordinance to allow for drive-thru. The Dino's situation is unique in that it was a drive up window, not a traditional drive through.

Council Member Wehyee

Can you or Molly speak to concerns that were raised about traffic?

Administrator Thongvanh

The residents at the hearing were from the surrounding areas and believe there would be an increase in traffic. If the council decided to move forward with the amendment, we would do a traffic study. I'm not looking for a consensus now, this is more of an update. We could request an extension and have further discussions at a workshop in December or January.

Interim Community Development staff person Molly Just

At this point, what has been proposed is a text amendment to the ordinance to allow drive-thru for eating establishments in this zoning district. There is currently no talk of a traffic study. The request was made by Dino's. At this point in the process, the public hearing has been conducted on the language as drafted. If you would like for a traffic study to be conducted, then the appropriate thing to do would be to suggest to staff to return to the Planning Commission and request that the applicant conduct the study. The Commission would have to review the language for the ordinance before the Council reviews it.

Mayor Gustafson

Our options are to either except or reject the text amendment as presented. Otherwise, Council would need to send it back to the Commission for further review and issue the resident an extension letter.

Council Member Leehy

I am in favor of allowing more time for this.

Council Member Miazga

I am supportive of a 60-90 day extension as long as it allows time to really look at this.

Molly Just

In 2006, Dino's first came to the Council with the drive through request and at that time the City put a moratorium on drive-thru in the City. The request was later denied and the code was revised to not allow drive-thru for eating establishments, only for banks. As the policy makers, the Council members should consider what has changed since 2006.

Mayor Gustafson

This text amendment is not right for anyone other than the applicant. We want to be welcoming to businesses, but we also don't want to create a negative situation for nearby residents.

Council Member Weyhee

While I sympathize with our business community, I do worry about noise and traffic for the community members that live in that neighborhood.

Administrator Thongvanh

With consensus from the council, then I would direct Molly to prepare a staff report for next week when the Council could take formal action to reject the amendment.

4. Forestry and Tree Trimming Services

Administrator Thongvanh

We've been hearing complaints from residents on responsiveness. I am proposing that we seek an alternative forestry service.

Mayor Gustafson

So we just need to give you direction to obtain bids for different tree trimming and forestry services?

Administrator Thongvanh

Correct.

5. Budget

a. Enterprise Fund

Administrator Thongvanh

The proposal is to increase the enterprise by 3% to keep this fund healthy. This will not have a levy impact. It will have a fee impact on the water utility bill. Typical homes will see a 25 cent monthly increase, 75 cents per quarter.

Mayor Gustafson

The enterprise fund is what we use to cover the drainage improvements on Lindig.

Administrator Thongvanh

It also funds the Seminary pond improvements.

b. Capital Fund

Administrator Thongvanh

Currently we have budgeted \$84,000. Based on the decision to contract with St. Paul Fire Department, this fund would be reduced to almost zero. Moving forward, one of my priorities will be to work with the Council on our budget and finances. There are funds the Council needs to make decisions on. One of them will be the enterprise fund.

E. INFORMATION/ANNOUNCEMENTS:

Administrator Thongvanh

The next Council meeting will be in-person and there will be a hearing for truth-in-taxation.

Mayor Gustafson

The first community conversation is tomorrow evening.

Council Member Leehy

Human Rights Day is coming up next Thursday, December 10. The monthly meeting for the Philando Castile garden committee is on Friday.

Council Member Miazga

NYFS meets Thursday morning. I am looking forward to being a facilitator for the Community Conversations.

Mayor Gustafson

Planning Commission met last Tuesday. There's a proposal for an ordinance for vacant homes. This will be an effort by the commission next year.

F. ADJOURNMENT: 9:20pm

Randall C. Gustafson, Mayor

Dated this 2nd day of December, 2020

Sack Thongvanh, City Administrator

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
November 18, 2020 at 7:00 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 7:00 p.m.
- B. ROLL CALL: ANDREWS __X__ GUSTAFSON __X__ LEEHY __X__

MIAZGA __X__ WEHYEE __X__

STAFF PRESENT: THONGVANH __X__

- C. PRESENTATION

- D. APPROVAL OF MINUTES:
 - 1. October 28, 2020 City Council Regular Meeting
 - 2. November 4, 2020 City Council Workshop Meeting

Council Member Leehy motioned to approve the minutes.
Approved, 5-0.

- E. PUBLIC HEARINGS:

- F. CONSENT AGENDA:
 - 1. General Disbursements through: 11/13/20 \$329,786.47
Payroll through: 11/13/20 \$34,932.09
 - 2. City License(s)
 - 3. Appointment of Jill Bartyzal to the Planning Commission
 - 4. Appointment of Kevin Neff to the Falcon Heights Fire Department
 - 5. 18-month Performance Evaluation – Nalisha Nandkumar
 - 6. ~~Request Bids for Fire Services~~

Council Member Wehyee requested to move item F6 to the Policy items as G1.

Approved, 5-0.

- G. POLICY ITEMS:

- 1. Request Bids for Fire Services

Mayor Gustafson

This is a request of bids for fire services to determine whether or not to seek fire services from other area fire departments. During the September 23 City Council meeting, the Council directed the Administrator to solicit bids from three entities including Roseville, St. Paul, and Falcon Heights.

The action requested tonight is for authorization of the City Administrator to request bids from the City of Roseville and the City of Saint Paul. The Falcon Heights fire department budget has already been determined.

Council Member Wehyee

Is there a deadline for our request for bids from the different agencies? I would like to see a separate opportunity for public input before the Council makes a decision.

City Administrator Thongvanh

I will wait to receive authorization from the Council tonight, and then I'm hoping to receive bids by Thanksgiving. We would then make a decision before the Truth and Taxation hearing on December 9 to allow us to modify our budget as needed for 2021. Residents have the opportunity to speak during the Council workshop if Council decides to allow individuals to speak.

Council Member Leehy

I would support using the Workshop as an opportunity for public input before the December 9 meeting.

City Administrator Thongvanh

Public hearings are required by State Statute for items like ordinance changes, Truth and Taxation, land use planning. As the department is part of the City, the Council makes a decision on what they deem as appropriate for the department to function within the City and State Statute does not require a hearing.

Council Member Miazga

Will we receive a proposal from the Falcon Heights Fire Department so that we can compare it to the other agencies?

Mayor Gustafson

We have set our 2021 budget based on the Fire Department needs.

Council Member Miazga

I would like to see a proposal from the Falcon Heights department that includes other information about the department. This would allow us to fairly compare them to the other agencies.

City Administrator Thongvanh

It is strange to request a department of the City to submit a proposal on providing services within the City. In most cases, the City should already know this information.

Council Member Andrews

I agree that it should not be a matter of just the budget, but we need answers to questions around daytime response, department leadership, etc. in addition to proposals from Roseville and St. Paul. I think we should look at all of those as part of our workshop on December 2. If people are here tonight and want to speak, I would be ok with letting them do so.

City Administrator Thongvanh

What I am hearing is that the Council would like to request bids from St. Paul and Roseville, and would like to request proposals from all three. The proposals would address daytime rescue, leadership, liability, recruiting, etc.

The \$427,000 in the Fire Department budget is based on \$50,000 for daytime rescue, about \$100,000 is a fixed cost for debt services. If the Council decides to contract out, that would be an asset we could sell and generate revenue. The \$75,000 is for capital costs of equipment and gear. It's irresponsible to operate the City based on the assumption that you will receive a grant.

Motion to authorize request of bids for fire services and discuss the bids on December 2 at the workshop and make a final decision on December 9 by Council Member Andrews.

Approved, 5-0.

H. INFORMATION/ANNOUNCEMENTS:

Council Member Wehyee

The Community Engagement Commission met on Monday to talk about Human Rights Day.

Council Member Leehy

The first of three Community Conversation will be on December 3. Watch for more details coming soon on that.

Council Member Andrews

The Environment Commission will not meet until January unless necessary. They established some priorities including electric vehicles policy.

Mayor Gustafson

The Planning Commission will meet on Tuesday November 24. Dino's Gyros has approached the City about a possible drive-up window at their current location, so the commission will be looking into possible ordinance changes to allow for this.

City Administrator Thongvanh

We will not have a warming house at Curtiss Field this year due to COVID-19, but the City will install benches at the rink. We will also create a pleasure rink at the Community Park. We are in the process of rotating council member liaisons among the City's commissions, so please let the mayor or me know if you would like to rotate to another commission next year.

I. COMMUNITY FORUM:

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

J. ADJOURNMENT: 8:37 p.m.

Randall C. Gustafson, Mayor

Dated this 18th day of November, 2020

Sack Thongvanh, City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Public Hearing E1
Attachment	Resolutions(s)
Submitted By	Sack Thongvanh, City Administrator

Item	2021 Truth in Taxation Hearing to Adopt 2021 Tax Levy and Budget																																	
Description	<p>Each year the City Council is required to adopt a budget and tax levy to fund City operations. This action must be completed before the end of the year, and the adopted levy is then provided to Ramsey County so they can produce property tax statements for each parcel in the County. On September 23rd, the City Council adopted a preliminary levy and established December 9th as the date at which the public would be given an opportunity to address the Council about the proposed budget and tax levy.</p> <p>Before the Council, are a proposed property tax levy of \$2,249,275 and a General Fund Budget of \$2,890,221. This is a decrease of estimated \$80,000 from the Preliminary Levy adopted this past fall with a City Levy of 8.9%. The Proposed Final Levy for 2021 is 5.2%.</p> <p>The levy and budget with a comparison to previous years is detailed below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th></th> <th style="text-align: center;">2019 Levy</th> <th style="text-align: center;">2020 Levy</th> <th style="text-align: center;">Proposed 2021 Levy</th> <th style="text-align: center;">% Increase (Decrease)/ 2020 to 2021</th> </tr> </thead> <tbody> <tr> <td>Ad Valorem</td> <td style="text-align: right;">\$1,747,260</td> <td style="text-align: right;">\$1,909,536</td> <td style="text-align: right;">\$2,037,731</td> <td style="text-align: center;">6.7%</td> </tr> <tr> <td>Debt Service</td> <td style="text-align: right;">\$233,658</td> <td style="text-align: right;">\$227,988</td> <td style="text-align: right;">\$211,544</td> <td style="text-align: center;">-7.2%</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$1,980,918</td> <td style="text-align: right;">\$2,137,524</td> <td style="text-align: right;">\$2,249,275</td> <td style="text-align: center;">5.2%</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th></th> <th style="text-align: center;">2019 General Fund Budget</th> <th style="text-align: center;">2020 General Fund Budget</th> <th style="text-align: center;">Proposed 2021 General Fund Budget</th> <th style="text-align: center;">% Increase 2020 to 2021</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: right;">\$2,668,698</td> <td style="text-align: right;">\$2,857,675</td> <td style="text-align: right;">\$2,890,221</td> <td style="text-align: center;">1.1%</td> </tr> </tbody> </table> <p>The impact of this proposed levy on a median valued home, which in 2021 is</p>					2019 Levy	2020 Levy	Proposed 2021 Levy	% Increase (Decrease)/ 2020 to 2021	Ad Valorem	\$1,747,260	\$1,909,536	\$2,037,731	6.7%	Debt Service	\$233,658	\$227,988	\$211,544	-7.2%	Total	\$1,980,918	\$2,137,524	\$2,249,275	5.2%		2019 General Fund Budget	2020 General Fund Budget	Proposed 2021 General Fund Budget	% Increase 2020 to 2021		\$2,668,698	\$2,857,675	\$2,890,221	1.1%
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	<p>assessed at \$305,674 (3.7% increase over 2020), is estimated to result in an increase of \$39, in the City portion of the homeowner's taxes.</p> <p>A full presentation with more details will be presented at the City Council meeting and will be available on the City's website. In addition, attached to this report is the budget cover letter which goes into more detail about specific budget line items, factors influencing the proposed budget, and historical information.</p>
Budget Impact	This budget preserves the core functions of the City's current operations.
Attachment(s)	<ul style="list-style-type: none"> • Resolutions 20-50 Approving 2021 Tax Levy • Resolution 20-51 Approving 2021 City Budget <p>Due to the size and cost of printing the 2021 Budget, the document is available on the City's website and at City Hall.</p>
Action(s) Requested	Staff recommends that the Falcon Heights City Council hold a public hearing and receive comment. Once the hearing is closed, staff recommends that the City Council adopt attached resolutions regarding the 2021 Tax Levy and regarding the 2021 City of Falcon Heights Budget.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-50

**RESOLUTION ADOPTING THE 2021 TAX LEVY FOR THE CITY OF FALCON
HEIGHTS, COUNTY OF RAMSEY, STATE OF MINNESOTA**

BE IT RESOLVED by the Mayor and City Council of the City of Falcon Heights, County of Ramsey, State of Minnesota, that the following sums of money be levied for the taxes payable 2021, upon the taxable property in the City of Falcon Heights, for the following purposes:

	CERTIFIED LEVY
GENERAL FUND	\$2,037,731
DEBT SERVICE (G.O. Fire Truck Bond, Series 2013B)	\$211,544
TOTAL LEVY	\$2,249,275

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to transmit a certified copy of this Resolution to the County Auditor and should extend the tax levy in the amount of \$2,249,275 to be collected for the year 2021.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-51

RESOLUTION ADOPTING THE 2021 BUDGET

BE IT RESOLVED by the City Council of the City of Falcon Heights that the General Fund Operating Budget for the year 2021 in the amount of \$2,890,221 and other Fund Budgets as listed are adopted.

Fund Name	Fund Number	Amount (\$)
Park Program Fund	201	35,640
Charitable Gambling		600
Community Garden	203	4,000
Water Fund	204	17,637
Recycling Fund	206	103,040
Community Development Fund	208	9,100
Street Light Utility	209	39,950
Community Inclusion	210	35,000
GO Improvement Cert. Series 2013A	311	69,109
GO Equipment Cert. Series 2013 B	312	94,856
GO Improvement Street Series 2017A	316	137,525
General Capital Improvements	401	10,300
Public Safety Capital	402	7,800
Parks Recreation/Public Facilities Capital	403	84,800
TIF District #1-3	414	289,800
Infrastructure Capital	419	5,800
2021 Street Project	426	997,000

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
 MIAZGA
 ANDREWS ___ Against
 LEEHY
 WEHYEE

Attested by: _____

Sack Thongvanh
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 12/01/20 \$8,830.82 Payroll through: 11/30/20 \$17,340.18
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 02215 DEC 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05063	PATRICK GAFFNEY					
I-202012017681		REISSUE PAYROLL CK POSITVE P	297.50			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		REISSUE PAYROLL CK POSITVE PA		101 4124-61550-000	OFFICER COMPENSATION	297.50
		=== VENDOR TOTALS ===	297.50			
=====						
01-03422	GENES DISPOSAL SVC INC					
I-202012017678		REFUND PARTIAL BUSIINESS LICN	50.00			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		REFUND PARTIAL BUSIINESS LICNS		101 32140-000	MISC BUSINESS LICENSE	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-05166	GRAINGER, W. W., INC.					
I-9726925093		DISPOSABLE SPASH SHIELD	268.00			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		DISPOSABLE SPASH SHIELD		101 4131-70110-000	SUPPLIES	268.00
		=== VENDOR TOTALS ===	268.00			
=====						
01-05426	GREEN LIGHT RECYCLING, INC.					
I-20-7967		FLOURESCENT BULB RECYCLING	22.80			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		FLOURESCENT BULB RECYCLING		206 4206-89000-000	MISCELLANEOUS	22.80
		=== VENDOR TOTALS ===	22.80			
=====						
01-05153	HOME DEPOT CRC/GECF					
I-202012017683		SAWZALL BLADES	64.78			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		SAWZALL BLADES		101 4131-87010-000	CITY HALL MAINTENANCE	64.78
		=== VENDOR TOTALS ===	64.78			
=====						
01-05582	MENARDS					
I-202012017670		TOOLS AND TRASH CANS	145.54			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		TOOLS AND TRASH CANS		101 4132-70120-000	SUPPLIES	145.54
		=== VENDOR TOTALS ===	145.54			

PACKET: 02215 DEC 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-00161	ANCHOR PAPER COMPANY					
I-10638647-00		ROLL TOWELS AND TOILET PAPER	183.13			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		ROLL TOWELS AND TOILET PAPER		101 4131-70110-000	SUPPLIES	183.13
		=== VENDOR TOTALS ===	183.13			
=====						
01-05422	BP					
I-202012017684		FUEL	849.62			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		FUEL		602 4602-74000-000	FUEL & LUBRICANTS	452.96
		FUEL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	396.66
		=== VENDOR TOTALS ===	849.62			
=====						
01-03103	CANON FINANCIAL SERVICES					
I-23145685		COPIER CHRGS	102.39			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		COPIER CHRGS		101 4131-87010-000	CITY HALL MAINTENANCE	102.39
		=== VENDOR TOTALS ===	102.39			
=====						
01-03110	CENTURY LINK					
I-202012017680		SVC TO NOV 20TH	128.72			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		SVC TO NOV 20TH		601 4601-85011-000	TELEPHONE - LANDLINE	128.72
		=== VENDOR TOTALS ===	128.72			
=====						
01-03423	ELMQUIST, ROSALIND					
I-202012017679		REFUND RENTAL LICENSE	50.00			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		REFUND RENTAL LICENSE		101 32150-000	RENTAL HOUSING LICENSE	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-05171	FRA DOR INC					
I-2011029		BLACK DIRT FOR MEDIANS	102.00			
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		BLACK DIRT FOR MEDIANS		419 4419-92056-000	LARPENTEUR MEDIAN 2020	102.00
		=== VENDOR TOTALS ===	102.00			

PACKET: 02215 DEC 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====					
01-05263	MID CITY SERVICES-	INDUSTRIAL			
I-137732		FLOOR MATTS	42.15		
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N	
		FLOOR MATTS		101 4131-70110-000 SUPPLIES	42.15
		=== VENDOR TOTALS ===	42.15		
=====					
01-05843	MN NCPERS LIFE	INSURANCE			
I-458800122020		LIFE INS	48.00		
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N	
		LIFE INS		101 21709-000 OTHER PAYABLE	24.64
		LIFE INS		204 21709-000 OTHER PAYABLE	1.60
		LIFE INS		601 21709-000 OTHER PAYABLE	15.52
		LIFE INS		602 21709-000 OTHER PAYABLE	6.24
		=== VENDOR TOTALS ===	48.00		
=====					
01-07263	NEXTEL COMMUNICATIONS, INC				
I-202012017675		TO NOV 14	101.82		
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N	
		TO NOV 14		101 4131-85015-000 CELL PHONE	101.82
		=== VENDOR TOTALS ===	101.82		
=====					
01-05979	NORTH SUBURBAN TOBACCO COMPLIA				
I-076-102020B		TOBACCO COMPLIANCE	171.00		
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N	
		TOBACCO COMPLIANCE		101 4122-81000-000 POLICE SERVICES	171.00
		=== VENDOR TOTALS ===	171.00		
=====					
01-06030	OLSON, ROLAND				
I-202012017671		FLEX REIMB	33.37		
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N	
		FLEX REIMB		101 21712-000 MEDICAL FLEX SAVINGS PAY	27.70
		FLEX REIMB		601 21712-000 MEDICAL FLEX SAVINGS PAY	5.01
		FLEX REIMB		602 21712-000 MEDICAL FLEX SAVINGS PAY	0.66
I-202012017672		MILEAGE REIMG	48.30		
12/01/2020	APBNK	DUE: 12/01/2020 DISC: 12/01/2020		1099: N	
		MILEAGE REIMG		101 4113-86010-000 MILEAGE	48.30
		=== VENDOR TOTALS ===	81.67		

PACKET: 02215 DEC 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-07212 PERFORMANCE PLUS LLC

I-9085					
12/01/2020	APBNK				
		298.00			
			1099: N		
			101 4124-86020-000	TRAINING	298.00
=== VENDOR TOTALS ===		298.00			

01-06301 SAMS CLUB MC/SYNCR

I-202012017673					
12/01/2020	APBNK				
		922.37			
			1099: N		
			101 4116-70100-000	SUPPLIES	32.00
			101 4124-70100-000	SUPPLIES	156.77
			101 4131-70110-000	SUPPLIES	177.04
			101 4115-70100-000	SUPPLIES	454.57
			101 4116-85040-000	VIRTUAL COMMUNICATIONS	101.99
=== VENDOR TOTALS ===		922.37			

01-00935 ST PAUL REGIONAL WATER SERVICE

02012017676					
01/2020	APBNK				
		114.67			
			1099: N		
			101 4131-85040-000	WATER	74.76
			101 4131-85070-000	SEWER	27.48
			101 4141-85040-000	WATER	12.43
=== VENDOR TOTALS ===		114.67			

01-06525 SUBURBAN ACE HARDWARE

I-202012017682					
12/01/2020	APBNK				
		39.24			
			1099: N		
			101 4131-70110-000	SUPPLIES	39.24
=== VENDOR TOTALS ===		39.24			

01-06590 TRUCK UTILITIES MFG CO.

I-C002334					
12/01/2020	APBNK				
		64.00			
			1099: N		
			101 4132-70120-000	SUPPLIES	64.00
=== VENDOR TOTALS ===		64.00			

PACKET: 02215 DEC 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====					
01-05427	WILLIAMS, NALISHA				
I-202012017677		20.00			
12/01/2020	APBNK		1099: N		
	CELL PHONE REIMB				
	DUE: 12/01/2020 DISC: 12/01/2020				
	CELL PHONE REIMB		101 4116-85010-000	TELEPHONE	20.00
	=== VENDOR TOTALS ===	20.00			
=====					
01-07898	WSB				
I-R-016854-000-2		4,605.25			
12/01/2020	APBNK		1099: N		
	ZONING AND PLANNING				
	DUE: 12/01/2020 DISC: 12/01/2020				
	ZONING AND PLANNING		101 4117-80400-000	CONSULTING PLANNER	4,605.25
	=== VENDOR TOTALS ===	4,605.25			
=====					
01-05870	XCEL ENERGY				
I-202012017674		58.17			
12/01/2020	APBNK		1099: N		
	ELECT				
	DUE: 12/01/2020 DISC: 12/01/2020				
	ELECT		101 4141-85020-000	ELECTRIC/GAS	20.06
	ELECT		101 4141-85020-000	ELECTRIC/GAS	26.03
	ELECT		209 4209-85020-000	STREET LIGHTING POWER	12.08
	=== VENDOR TOTALS ===	58.17			
	=== PACKET TOTALS ===	8,830.82			

P #	NAME	AMOUNT
0022	RANDALL C GUSTAFSON	393.07
-0023	MELANIE M LEEHY	262.05
-0024	MARK J MIAZGA	262.05
-0025	YAKASAH WEHYEE	262.05
-0026	KAY ANDREWS	255.30
-1005	SACK THONGVANH	3,751.35
-1022	NALISHA WILLIAMS	1,527.41
-1023	ASHLEIGH WALTER	1,415.74
-1136	ROLAND O OLSON	2,783.59
-1030	TIMOTHY J PITTMAN	2,239.40
-1033	DAVE TRETSVEN	1,773.45
-1143	COLIN B CALLAHAN	1,860.00

TOTAL PRINTED: 12 16,785.46

-24-2020 7:04 AM
PAYROLL NO: 01 City of Falcon Heights

PAYROLL CHECK REGISTER

PAGE: 1
PAYROLL DATE: 11/24/2020

IP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
097	POESCHL, MICHAEL J	R	11/24/2020	128.61	090021
097	GAFFNEY, PATRICK	R	11/24/2020	297.50	090022
024	KRUSE, MICHAEL D	R	11/24/2020	128.61	090023

11-24-2020 7:04 AM
PAYROLL NO: 01 City of Falcon Heights

PAYROLL CHECK REGISTER

PAGE: 2
PAYROLL DATE: 11/24/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:	3	554.72
DIRECT DEPOSIT REGULAR CHECKS:	12	16,785.46
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	15	17,340.18

*** NO ERRORS FOUND ***

** END OF REPORT **



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Ashleigh Walter Administrative & Communications Coordinator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. DM Massage/Diane Marshman 2. Falcon Heights Gas & Convenience, Inc. (BP) 3. Cox Insurance Associates, Inc. 4. Hair Designs Unlimited <p>The following individuals/entities have applied for a <u>Home Occupation License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. David L. Wasson Graphic Design 2. Cynthia Cyd Wicker- Dance Studio <p>The following individuals/entities have applied for a <u>Refuse Hauler License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Republic Services 2. Gene's Disposal Service, Inc. <p>The following individuals/entities have applied for a <u>Therapeutic Massage License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. DM Massage/Diane Marshman <p>The following individuals/entities have applied for a <u>General Contractors License</u> for 2021. Staff have received the necessary documents for licensure.</p> <p>The following individuals/entities have applied for a <u>Cigarette License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience, Inc. (BP) 2. Merwin's Liquors <p>The following individuals/entities have applied for a <u>Car Wash License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience, Inc. (BP) <p>(continued on following)</p>

The following individuals/entities have applied for a Retail Grocery License for 2021. Staff have received the necessary documents for licensure.

1. Falcon Heights Gas & Convenience, Inc. (BP)

The following individuals/entities have applied for a Gasoline Operator License for 2021. Staff have received the necessary documents for licensure.

1. Falcon Heights Gas & Convenience, Inc. (BP)

The following individuals/entities have applied for an Off-sale Liquor License for 2021. Staff have received the necessary documents for licensure.

1. Merwin's Liquors

The following individuals/entities have applied for an On-sale Wine and 3.2% Malt Liquor License for 2021. Staff have received the necessary documents for licensure.

1. New Fresh Wok
2. Dino's Mediterranean Fresh

The following individuals/entities have applied for a Restaurant License for 2021. Staff have received the necessary documents for licensure.

1. Dino's Mediterranean Fresh
2. New Fresh Wok
3. STP JJ Team, LLC (Jimmy John's)

The following individuals/entities have applied for a Tree Contractors License for 2021. Staff have received the necessary documents for licensure.

1. Twin City Tree Service, Inc.
2. Upper Cut Tree Service
3. Northern Arborists

The following individuals/entities have applied for a Multifamily Rental Dwelling License for 2021. Staff have received the necessary documents for licensure.

1. Chad Johnson/Lexmar Properties- 1800 & 1818 Larpenteur Ave
2. Legacy Apartments, LLC/Kleinman Realty Co.- 1845 Larpenteur Ave
3. Family Empire Holdings, LLC/Kleinman Realty Co.- 1855 Larpenteur Ave
4. Edwards Family Real Estate II/Kleinman Realty Co.- 1504 Larpenteur Ave
5. Midtown 2500, LLC/Kleinman Realty Co.- 1561 Idaho Ave, 1634 & 1642 Snelling Ave
6. 1717 Fry Co. Ltd/Kleinman Realty Co.- 1687, 1697, 1707, 1717 Fry St

(continued on following)

	<p>The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2020. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Linda Keye- 1354 Idaho Ave <p>The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Diego Garcia-Huidobro- 1529 Iowa Ave 2. Linda Keye- 1354 Idaho Ave 3. David Wasson- 1432 Idaho Ave 4. Brian Bigelbach- 1491 Larpenteur Ave, #1 1491 Larpenteur Ave, #2 1491 Larpenteur Ave, #3 1503 Larpenteur Ave 1505 Larpenteur Ave 5. Melissa Mattson- 1499 Larpenteur Ave, #1 6. Marc Tullemans/Tupla Properties, LLC- 1705 Albert St & 1707 Albert St 7. Sherif Tawfic- 1707 Fairview Ave & 1715 Lindig St 8. Juming Zhao- 1895 Fairview Ave 9. M125, LLC-Joe Taylor/Tahote Corporation- 1923 Summer St 10. Rich Heinrichs- 1483 Larpenteur Ave, #1 1483 Larpenteur Ave, #2 1483 Larpenteur Ave, #3
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Designation of Prosecuting Attorney
Description	Each year the City of Falcon Heights designates a prosecuting attorney. This person works closely with the Ramsey County Sheriff's Office and City Staff in prosecuting all misdemeanor and felony level offenses as well as Ordinance Violations. For several years our prosecuting attorney has been Katrina Joseph. She also serves as the attorney for the City of Lauderdale.
Budget Impact	The monthly retainer will not change and has been included in the 2021 operating budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve Katrina Joseph and the law firm of Hughes and Costello as the City's prosecuting attorneys for 2021.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F4
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of City Attorney
Description	Falcon Heights has used the law firm of Campbell Knutson, P.A. for Civil Attorney services for many years. Andrea McDowell Poehler is the main contact, but the City uses various attorneys in the firm for our daily needs.
Budget Impact	Funds have been allocated in the 2021 Budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the law firm of Campbell Knutson, P.A. for civil legal services for 2021.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F5
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of City Engineer
Description	For several years the City has contracted with the City of Roseville for engineering services. Staff is seeking to continue this relationship and appoint Roseville’s City Engineer, Jesse Freihammer, as the City Engineer for 2021.
Budget Impact	Funds have been allocated in the 2021 Budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends the approval of Jesse Freihammer and the City of Roseville Engineering Department as City of Falcon Heights’ Engineer for 2021.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F6
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of City Auditor
Description	Each year the City is required to have an independent firm audit our financial records. For the past several years, we have used Kern-DeWenter-Viere as our auditors, and we have been very satisfied with their services.
Budget Impact	Funds have been allocated in the 2021 Budget.
Attachment(s)	
Action(s) Requested	Staff recommends the approval of KDV, Kern-DeWenter-Viere, as the City Auditor for 2021.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F7
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Designation of Official Newspaper
Description	<p>State statute requires that a city designate a legal newspaper of general circulation in the city. This newspaper is used when the city is required to publish legal notification regarding public hearings, elections and city financial matters. With the loss of the Roseville Review in October, the city designated the Pioneer Press as the official newspaper for 2021.</p> <p>After working with the Pioneer Press for a year and based on circulation of the paper in Falcon Heights, staff recommend that the city designate the Pioneer Press as the legal newspaper for 2021.</p>
Budget Impact	Funds have been allocated in the 2021 Budget for any costs associated with public notices.
Attachment(s)	N/A
Action(s) Requested	Designate the Pioneer Press as the city's legal newspaper for 2021.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F8
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	2021 Cost of Living Adjustments (COLA)
Description	As part of the 2021 Budget process, employee salaries are adjusted based on various factors, one of which is a cost-of-living adjustment (COLA). Incorporated into the approved 2021 budget is a three (3) percent increase for all full-time employees.
Budget Impact	The three percent COLA is incorporated into the approved 2021 Budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve a three percent cost of living adjustment for all full time city employees for 2021 as reflected in the approved 2021 Budget.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F9
Attachment	Tort Limit Liability Form
Submitted By	Roland Olson, Finance Director

Item	Statutory Tort Limits Liability Coverage for City in 2021
Description	<p>Effective January 1, 2021, the statutory tort limits for the City of Falcon Heights under our insurance policy with the League of Minnesota Cities Insurance Trust will continue to be \$1,500,000. An individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which statutory tort limits apply would be limited to \$1,500,000.</p> <p>The League of Minnesota Cities Insurance Trust is requesting that cities determine if they wish to waive the statutory tort limits for 2021. Under certain circumstances the LMCIT, which represents the city in these claims, may negotiate above the legal liability limit if necessary because some claims like employment are exempt from the cap. The general council from the LMCIT states that cities make different choices depending upon their circumstances. However, they perceived that maintaining the limit was prudent in many cases. The city has had no claims for settlements for several years. Since 2000, the city council has voted <u>not to waive</u> the statutory tort limits.</p>
Budget Impact	NA
Attachment(s)	<ul style="list-style-type: none"> Liability Coverage Waiver Form from the League of Minnesota Insurance Trust (LMCIT)
Action(s) Requested	Staff recommends that the city council approve a motion <u>not to waive</u> the city's statutory tort limits for 2021 and authorize the City Administrator to execute all necessary documents.

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LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F10
Attachment	Resolution and Fee Schedule
Submitted By	Kristin Moen, Interim Community Development Coordinator

Item	Adopting a Fee for Beekeeping Permits
Description	Based on an analysis of 9 metro area cities that also allow beekeeping and charge a fee for permits, and the City's current \$50.00 fee for a similar activity for chicken keeping, staff believe \$50.00 is an appropriate amount to charge for a beekeeping permit. Staff recommends a \$50.00 fee for initial permit applications and annual renewal.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-52 Adopting Fee for Beekeeping Permits • Fee Schedule
Action(s) Requested	Staff recommend approving the resolution adopting the fee for beekeeping permits.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-52

**A RESOLUTION AMENDING THE 2021 CITY FEE SCHEDULE
TO INCLUDE A FEE FOR BEEKEEPING PERMITS**

WHEREAS, City Staff review the fee schedule to make sure that the fee reflects staff cost and that the fee is competitive;

WHEREAS, Section 10-37 of the City Code of Falcon Heights states that “The application fee for such a permit shall be an amount established by the City Council.”;

WHEREAS, City Staff recommend adopting a fee for beekeeping permits,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota approves the fee of \$50.00 for first-time beekeeping permits and \$50.00 for renewed permits on an annual basis.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F11
Attachment	Fee Schedule and Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	2021 Proposed City Fee Schedule
Description	<p>Each year the City Council is required to approve a fee schedule that identifies the various fees charged by the City. Staff reviews these fees each year to ensure that the costs charged cover the City's expenses and so they are competitive with other cities of comparable size.</p> <p>The 2021 Fee Schedule includes the following fee additions, which were previously set by Council but were not included in earlier versions of the fee schedule:</p> <ul style="list-style-type: none"> • Home Occupation License- \$50 • Retail Grocery License- \$50 • Holiday Tree Sales License- \$50 • Car Wash License- \$50 <p>The 2021 fee schedule also includes the residential solar installation fee, which was set by Council in March 2018 but was never added to the fee schedule.</p> <ul style="list-style-type: none"> • Residential Solar Installation- Flat fee- \$200, State Surcharge- \$1 <p>The proposed fee for residential beekeeping permits is also included in the 2021 Fee Schedule, assuming Council moves to approve that agenda item separately.</p> <ul style="list-style-type: none"> • Beekeeping Permit (first time and subsequent applications)- \$50
Budget Impact	These fees will be incorporated in the 2021 budget.
Attachment(s)	<ul style="list-style-type: none"> • 2021 Proposed Fee Schedule • Resolution 20-53 Adopting the 2021 City Fee Schedule
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the attached resolution and fee schedule.

**CITY OF FALCON HEIGHTS
Adopted 2021 Fee Schedule**

A. LICENSES

1. Business Licenses	
<u>Item</u>	<u>Fee</u>
Bus Benches (Courtesy)	\$ 50.00 per bench
Gasoline Station Operator License	
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Municipal Business	
10,000 sq. ft. or less	\$ 100.00
10,001 sq. ft. or more	\$ 200.00
Pool Hall	\$ 800.00
Precious Metal Dealer	
Investigation fee/general	\$ 1,500.00
Investigation fee/MN only	\$ 500.00
License fee	\$ 2,000.00
Restaurant	
Lunchroom	\$ 50.00
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Therapeutic Massage License	
Investigation fee	\$ 350.00
License fee	\$ 100.00
Home Occupation License	\$ 50.00
Retail Grocery License	\$ 50.00
Holiday Tree Sales License	\$ 50.00
Car Wash License	\$ 50.00
2. Liquor Licenses	
<u>Item</u>	<u>Fee</u>
Bottle Club	\$ 300.00
Liquor, Off-Sale	\$ 310.00
Liquor, On-Sale	\$ 4,000.00
Liquor, Special Event	\$ 25.00
Liquor, Sunday	\$ 200.00
Malt Beverage, Off-Sale	\$ 150.00
Malt Beverage, On-Sale	\$ 500.00
Malt Beverage, On-Sale (with wine license)	\$ 1.00
Wine License	\$ 2,000.00
Temporary Liquor License	\$ 50.00
Background Checks (per license)	\$ 500.00

3. Other Licenses	
<u>Item</u>	<u>Fee</u>
Amusement machines (per machine)	\$ 30.00
Cigarette sales	\$ 250.00
Contractor licenses	\$ 35.00
Peddlers and solicitors	
(For profit)	\$ 25.00 per individual
(Charitable)	Free, but license still required
Pool tables (per table)	\$ 30.00
Refuse Haulers	\$ 100.00
Low-Density Rental License	\$ 50.00/per unit
High-Density Multifamily Rental License	
5-19 units per building	\$ 150.00
20-49 units per building	\$ 200.00
50-99 units per building	\$ 250.00
100+ units per building	\$ 300.00
Re-inspection (due to initial failure)	\$ 50.00

B. PERMITS

1. Building permit fees:

Total Valuation	Fee
\$1.00 - \$500.00	\$25.00
\$501.00 - \$2,000.00	\$25.00 for first \$500, \$3.25/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$73.75 for first \$2000, \$14.75/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$413.00 for first \$25,000, \$10.75/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$681.75 for first \$50,000, \$7.50/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,056.75 for first \$100,000, \$6.00/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,456.75 for first \$500,000, \$5.00/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$5,956.75 for first \$1,000,000, \$4.00/each additional \$1,000

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour¹ (minimum charge - two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour¹
3. Inspections for which no fee is specifically indicated \$47.00 per hour¹ (minimum charge - one-half hour)
4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour¹ (minimum charge - one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

**Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$ 150.00
3. Demolition or removal of structure: \$ 1.25/1,000 cubic ft.; minimum \$ 50.00

4. Residential Solar Installation
Flat fee: \$200
State Surcharge: \$1.00

5. Mechanical permit fees

a. Residential Work

Base Fee \$ 30.00

State Surcharge \$1.00

Furnace/Boiler (warm air or hot water heating system)

\$ 60.00 New

\$ 30.00 Replacement

\$ 20.00 Unit heaters

Air conditioning and refrigeration

\$ 40.00 New

\$ 25.00 Replacement

Other Items

\$ 25.00 Gas line/piping

\$ 30.00 Duct work

\$ 35.00 Wood burning furnace per unit

\$ 35.00 Swimming pool heater per unit

\$ 25.00 Air exchanger with duct work per unit

\$ 25.00 Gas or oil space heater per unit

\$ 25.00 Gas direct vent heater per unit

\$ 25.00 Gas fireplace log or heater per unit

\$ 25.00 Gas hot water heater for domestic hot water (only if replacing gas

line)

b. Commercial Work

Gas piping, refrigeration, chilled water, pneumatic control, ventilation, exhaust, hot water, steam, and warm air heating systems.

This fee shall be \$50 plus 1-1/4 percent (1.25%) of the total valuation of the work. Value of the work must include the cost of installation, alteration, addition, and repairs, including fans, hoods, HVAC units and heat transfer units, and all labor and materials necessary for installation. In addition, it

shall include all material and equipment supplied by other sources when those materials are normally supplied by the contractor.

6. Plumbing Permit Fees
 \$ 30.00 base fee plus \$ 7.00 per fixture installed, \$ 1.00 state surcharge

7. Right of Way Permit Fees

<u>Item</u>	<u>Fee</u>
Registration fee	\$ 25.00
Hole	\$ 150.00
Trench	\$ 150.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$ 150.00 + \$ 40.00 per 100 lineal feet or portion thereof
Obstruction	\$ 50.00 + \$ 0.06 per lineal foot

Small Cell Wireless

Permit fee	\$ 100.00
Rent on City structure	\$ 150.00 per year
Maintenance for colocation	\$ 25.00 per year
Monthly electrical services	
Radio node less than 100 watts	\$ 73.00 per month
Radio node over 100 watts	\$ 182.00 per month

8. Sewer Connection or Repair \$ 50.00

9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00

10. Street Opening Fee \$ 25.00 (plus cost of permit)

11. Zoning Permit

<u>Item</u>	<u>Fee</u>
Fence	\$ 40.00
Temporary Sign	\$ 30.00
Permanent Sign (each)	\$ 50.00
Residential driveway	\$ 40.00
Commercial driveway	Subject to Building Permit Fees

- | | | |
|-----|--|------------|
| 12. | Mobile Storage Structure/Dumpster Permit | |
| | <u>Location</u> | <u>Fee</u> |
| | On private property | |
| | 14 days | \$ 10.00 |
| | 30 days | \$ 20.00 |
| | On public street | |
| | 72 hours | \$ 10.00 |
| | (Permits may be renewed once in a 90 calendar-day period) | |
| 13. | Chicken Permit (first time and subsequent applications) | \$ 50.00 |
| 14. | Beekeeping Permit (first time and subsequent applications) | \$50.00 |

C. PLANNING FEES*

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review	
(when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00

*Fee plus actual cost billed by contractors or city consultant fees.

D. FACILITY RENTAL FEES

Private use of public facilities is permitted on a space available basis. Reservations and damage deposits are required for private use of the following community facilities. Discounted rates are available for weekly bookings:

Park Facility Rental Amenities & Fees

Facility	Amenities available	Rental Fees	
		Half Day 9am-3pm / 4pm-10pm	Full Day 9am-10pm
Community Park Building & Upper Picnic Area (2050 Roselawn Ave; corner of Roselawn and Cleveland)	Park building Full kitchen (stove, oven, refrigerator/freezer, sink, microwave) Tables & chairs Inside bathrooms 2 BBQ grills 9 Outdoor picnic tables Parking lot (50 vehicle capacity) plus off-street parking	Not Available	\$150 + tax
East Picnic Area (near playground)	2 Picnic tables Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax	\$35 + tax
Lower Picnic Area (Southwest corner of park)	2 Picnic tables 1 BBQ grill Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax	\$35 + tax
Play Kit Rental	Includes variety of balls, Frisbees, and other play equipment	\$15 + tax	
Set up/Tear Down	\$25		

Disclaimers:

- A damage deposit (\$200-400, or as determined by the City Administrator) is required for park facility rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without

payment.

- If you plan on bringing any outside equipment (i.e. inflatable devices, dunk tanks etc.) into the park, you must disclose this to a city employee during the reservation process. The City may require documentation such as a hold harmless agreement or certificate of insurance naming the City as an additional insured.

City Hall Facility Rental Fees

	Capacity	Rental Fees		
		3 hours	Half Day 9am-3pm/4pm-10pm	Full Day 8am-10pm
Council Chambers Full room (includes kitchen facility)	150 75 Seated	\$115.00 + tax	\$175.00 + tax	\$250.00 + tax
Partial Council Chambers (Front or Back Half)	75 30 Seated	\$50.00 + tax	\$100.00 + tax	\$150.00 + tax
Kitchen Facility	10 6 Seated	\$25.00 + tax	\$50.00 + tax	\$50.00 + tax
Conference Room	8 maximum	\$30.00 + tax	\$60.00 + tax	\$100.00 + tax
Set Up Fee (government entities exempt)	\$25.00			

Disclaimers:

- A \$200 refundable damage deposit is required for City Hall rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon.
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- City Hall cannot be rented for private social gatherings.

Field/Court/Rink Rental Fees

Discounted rates are available for Multi-day bookings (see below)

Individual/Group type	Single Day Use		Multi-day Use (weekly fee)
	3 hour block	Additional hours	
Resident	\$20 + tax	\$10/hour + tax	-
Non-resident	\$30 + tax	\$10/hour + tax	-
Youth organizations (must be open to youth aged 2-18 in Falcon Heights)	\$20 + tax	\$10/hour + tax	2 days/week: \$35 3 days/week: \$50 4 days/week: \$65 5 days/week: \$80 6+ days/week: \$100
Adult organizations	\$30 + tax	\$10/hour + tax	2 days/week: \$40 3 days/week: \$55 4 days/week: \$70 5 days/week: \$85 6+ days/week: \$105

Disclaimers:

- Fees apply only for games and practices. Tournaments or special events/services are subject to additional fees.
- Field/Court/Rink use permits will be issued when payment and application are received.
- All short term rentals (1-5 times) entitle the customer to use of the field as is; anything additional will be the customer's responsibility (i.e. striping the field or providing bases.)
- Special request of services will be dealt with on a case by case basis and may include extra fees. All requests should be discussed with the Parks and Recreation Department at 651-792-7617.

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

1. Public facilities are available for use on a reservation basis.
2. The following shall be allowed use of public facilities but set up/tear down fees apply:
 - a. Specifically listed local organizations:
 - League of Women Voters
 - Senior Citizen Groups (Falconeers, Roseville Area Seniors)
 - Ramsey County League of Local Governments
 - League of Minnesota Cities/ Association of Metropolitan Municipalities
 - Watershed management organizations
 - Scouts, Brownie Troops, 4-H, Campfire
 - Neighborhood Groups (e.g. Grove Association, Maple Knoll Courtyard Homeowner's Association)
 - 55 Alive Mature Driving Class
 - Cable Commission
 - Developers when presenting to neighbors
 - Legislators for informational (non-campaign) meetings, except after the filing date and before the November election of a legislative election year unless requested by a majority of the city council
 - Northeast Youth and Family Service
 - Lauderdale and Falcon Heights Lions Club
 - Roseville Rotary Club
 - Party Precinct caucuses, legislated district conventions and county conventions under the requirements of MN State Statute 202A.192
 - AARP Tax Services
 - Hobby groups or clubs that meet the following criteria:
 - Falcon Heights based (A minimum of 25% of on-going members or participants are Falcon Heights residents).
 - Non-profit
 - Open membership
 - Founded on a hobby
 - Actively reaches out to include people of different ages, especially youth, to encourage intergenerational exchanges of information
 - Encourages a community service and/or benefit component
 - Falcon Heights neighborhood or community groups whose activities are open to all and for the sole purpose of developing, fostering and strengthening neighborhood and community well-being.
 - b. Any organization that meets the above guidelines yet uses a facility more than twice a year shall be charged \$100 per year.
 - c. The organization or group cannot be a private, business, political, or religious organization.
 - d. Any organization denied free use under this policy as defined in this section may appeal to the city council.

F. MISCELLANEOUS FEES

<u>Item</u>	<u>Fee</u>
Agendas (City Council or Commissions) ¹	\$ 15.00/year
City Council Minutes ¹	\$ 35.00/year
Commission Minutes ¹	\$ 20.00/year
New Resident Handbook	\$ 10.00 printing fee
Single copies	\$ 0.25 + tax/page for first 100 pages
Assessment search	\$ 20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$ 25.00
Returned Check Fee	\$ 25.00
Credit card convenience fee (PayPal) ²	3.1% +\$0.30

¹ The charges apply only when hard copies are mailed. These documents can be viewed free of charge on the website or at City Hall.

² Park program fees are exempt from the credit card convenience fee.

G. FALSE ALARM FEES

1. Fire False Alarms (at an address or property within one calendar year)

- \$ 0 for first false alarm
- \$ 175 for second false alarm
- \$ 300 for third false alarm
- \$ 400 for fourth false alarm
- \$ 500 for fifth and subsequent false alarm

2. Security False Alarms (at an address or property within one calendar year)

- \$ 0 for first false alarm
- \$ 60 for second false alarm
- \$ 100 for third false alarm
- \$ 200 for fourth false alarm
- \$ 300 for fifth false alarm
- \$ 400 for sixth false alarm
- \$ 500 for seventh and subsequent false alarm

3. Penalties and Assessment

Penalties for late payment and assessment of unpaid fees are the same as stipulated for unpaid utility fees in the city code.

H. VEHICLE EMERGENCY RESPONSE

The fee for emergency personnel response to accidents is \$350.00/vehicle.

I. PARKING FEES

<u>Item</u>	<u>Fee</u>
Application fee to designate "residential area" permit parking	\$ 200.00
Annual residential area parking permits	
First two vehicles	\$ 15.00/vehicle
Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle

Temporary parking permit for 5 or more vehicles for a one-time/one-day event \$ 25.00

J. SANITARY SEWER

The sanitary sewer fee for residential units is \$35.50 per quarter plus \$0.0232579 per cubic foot of water usage during the months of November – January. For apartment units, the rate will be \$34.75/unit/quarter plus \$0.0232579 per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is \$0.0232579 per cubic foot of water usage during each month.

K. STORM DRAINAGE

The fee for storm drainage is \$26.00 per quarter for residential units and \$240.08 per acre for commercial and apartment units.

L. HYDRANT WATER

The fee for hydrant water is 6% surcharge of the water bill.

M. RECYCLING

The recycling charge is \$10.50 per quarter for residential units.

N. STREET LIGHTING

The street lighting fee is \$6.00 per quarter for residential units and \$0.02 per lineal foot frontage for commercial properties monthly.

O. FEES FOR UNSPECIFIED REQUESTS

A private party or public institution (hereinafter applicant) making a request to the City for approval of a project or for public assistance must cover the City's consultants' costs associated with reviewing the request. Prior to having the request considered by the City, the applicant must deposit an escrow fee in an amount that is estimated to cover the City's consultants' costs as determined by the City Administrator. If the City's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The City shall use the applicant's fees to cover the City's actual consultants' costs in reviewing the request regardless of the City's action on the applicant's request. If the applicant's escrow fees exceed the City's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

P. SNOW AND ICE REMOVAL

\$100/hour with a minimum of \$100

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-53

A RESOLUTION APPROVING THE 2021 CITY FEE SCHEDULE

WHEREAS, City Staff reviews the fee schedule to make sure that the fee reflects staff cost and that the fee is competitive;

WHEREAS, the recommended changes are reflected on the attached 2021 Proposed City Fee Schedule labeled as "Exhibit A".

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota approves the 2021 Fee Schedule as attached as "Exhibit A".

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F12
Attachment	JPA Agreement and Supporting Documents
Submitted By	Sack Thongvanh, City Administrator

Item	Joint Power Agreement - Establishment of The North East Metropolitan Area Municipal Internetworking Collaborative, to be known as "METRO-INET"
Description	<p>A working group of six members, along with Metro-INET staff, have been working with Attorney Jim Strommen of Kennedy and Graven to craft the draft joint powers agreement which will need to be ratified by each Metro-INET member. A draft document was sent to all members for their review by each member's attorney. To-date, there has been no issues with the proposed agreement from other members and many members are scheduling consideration by their board or City Council in December. Given the short time remaining this year, it is expected that the approvals by all members will not be completed until the first couple of months in 2021.</p> <p>Once the member approvals are completed, Metro-INET will constitute itself and begin the process of transition from a City of Roseville enterprise to a joint powers authority. One of the first actions the Metro-INET Board will need to take is to hire an Executive Director to assist the Board in the transition. It is expected that it will take all of 2021 to fully transition Metro-INET, including having the City of Roseville IT staff become employees of the Metro-INET joint powers authority.</p>
Budget Impact	It is expected that a Metro I-Net joint powers entity would raise the cost for every member due to increased overhead for leasing space and costs for personnel services (payroll and other HR services). These costs have been factored into the 2021 Metro-INET budget using existing funds and the 2021 cost allocations assigned to each member.
Attachment(s)	<ul style="list-style-type: none"> • Joint Powers Agreement • Transit Plan • Roseville City Manager Memo

Action(s) Requested	Staff would recommend authorizing the City Administrator and Mayor to execute all necessary documents.
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JOINT POWERS AGREEMENT
FOR THE ESTABLISHMENT OF
THE NORTH EAST METROPOLITAN AREA MUNICIPAL
INTERNETWORKING COLLABORATIVE, TO BE KNOWN AS
“METRO-INET”

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**JOINT POWERS AGREEMENT FOR THE ESTABLISHMENT OF
THE NORTH EAST METROPOLITAN AREA MUNICIPAL
INTERNETWORKING COLLABORATIVE**

The parties to this joint powers agreement (“JPA”) are local governmental units (“LGUs”) of the State of Minnesota authorized to enter into this JPA. This JPA is made and entered into pursuant to Minnesota Statutes, Section 471.59.

**ARTICLE I
GENERAL PURPOSE**

Section 1.1. Purpose. The general purpose of this JPA is to provide for an organization that the participating Members may jointly and cooperatively provide for the development and operation of IT Services for the use and benefit of the Members, and others. To the extent permitted by law, the Members will support the establishment of the IT Services and seek to expand the number of participating agencies either as Members or as non-Member LGUs receiving services from Metro-INET.

**ARTICLE II
DEFINITION OF TERMS**

Section 2.1. Definitions. The terms defined in this Article shall have the meanings given them for the purposes of this JPA.

Section 2.1.1. Metro-INET. “Metro-INET” means the “North East Metropolitan Area Municipal Internetworking Collaborative,” the organization created by this JPA.

Section 2.1.2. IT Services. “IT Services” means the development, operation and maintenance of advanced internet networking and data services through ownership or lease of any and all systems, equipment, technology or means and methods necessary to provide competitive, up-to-date IT services to Members and non-Member LGUs.

Section 2.1.3. Board. “Board” means the Board of Directors of Metro-INET, consisting of one Director from each LGU participating as a Member of Metro-INET pursuant to this JPA.

Section 2.1.4. LGU. “LGU” means any city, township, independent public safety organization, watershed management organization, watershed district, cable commission or other political subdivision of the State of Minnesota that is qualified to enter into joint powers agreements as defined in Minnesota Statutes, Section 471.59, and as it may be amended from time to time.

Section 2.1.5. Member. “Member” means an LGU that enters into this JPA and is at the time involved, a Member in good standing.

Section 2.1.6. Associate. “Associate” means an LGU that is not a Member but has agreed to affiliate with Metro-INET in accordance with Article XI and other applicable JPA provisions.

Section 2.1.7. Data. “Data” means all information in digital form that can be transmitted or processed.

ARTICLE III MEMBERSHIP

Section 3.1. Eligibility. Any Minnesota LGU is eligible to be a Member of Metro-INET.

Section 3.2. Execution of JPA and Payment of Member Charges. An LGU desiring to be a Member shall execute a copy of this JPA and shall pay all Member charges, prorated if appropriate, under Article IX.

Section 3.3. Initial Members. The initial Members of Metro-INET shall be the City of Roseville (“Roseville”) and those LGUs that are parties to a joint powers agreement or an otherwise existing contractual arrangement for IT Services from Roseville, on or prior to December 31, 2020. Upon the execution of this JPA by an initial Member, the clerk or other corresponding officer shall file with the Roseville City Manager a copy of the executed JPA, together with a certified copy of the authorizing resolution or other action. The resolution authorizing the execution of this JPA shall also designate the Member’s Director and Alternate Director (“Alternate”).

Section 3.4 Transition of Initial Member IT Services Agreements. Any joint powers agreement or contract for IT Services between two or more Metro-INET Members that has not been terminated prior to the Effective Date of this JPA shall be terminated by the affected parties at the earliest possible date, without disrupting the delivery of IT Services to the affected parties. After the Effective Date, any term of an earlier agreement for IT Services still in force shall be interpreted not to conflict with this JPA, which shall supersede the earlier agreement if the earlier agreement and this JPA cannot be reconciled. The Board shall have authority to take any action it deems reasonable and prudent to facilitate the transition to Metro-INET by any initial Member, including the creation of a committee authorized to assist affected parties in the termination of earlier agreements and to seek Board approval of action necessary to facilitate the transition.

Section 3.5. Effective Date. This JPA shall become effective on January 1, 2021 [[or other date agreed upon by the initial Members]] (“Effective Date”). Within thirty (30) days after the Effective Date, the Roseville City Manager shall call the first meeting of the Board, which shall be held not later than fifteen (15) days after the notice has been delivered to each Director and Alternate.

Section 3.6. New Members. LGUs that do not qualify for initial membership under Section 3.3 and seek to join Metro-INET shall be admitted by a vote of the Board as it determines at its organizational meeting, or as soon thereafter as the Board may decide and adopt in the bylaws.

Section 3.7. Conditions of Membership. The Board may impose additional conditions upon the admission of new Members.

Section 3.8. Appointment of Directors. Directors and Alternates shall be appointed by the Member governing body to serve until their successors are appointed and qualified. Directors shall be the chief administrative officer of the Member.

ARTICLE IV BOARD OF DIRECTORS

Section 4.1. Governing Body. Metro-INET shall be governed by a Board of Directors consisting of a Director and Alternate from each Member. At the organizational meeting and annually thereafter, the Board shall elect an executive committee that may advise or act for the Board as the Board may delegate to the executive committee as necessary, upon meetings duly called, as provided in Article VIII.

Section 4.2. Appointment of Alternate Directors. Each Member shall appoint one Alternate to the Director. The Alternate shall be entitled to attend all meetings of the Board and may vote in the absence of the Director.

Section 4.3. No Proxy Voting. There shall be no voting by proxy. All votes must be cast in person at Board meetings by the Director or Alternate, unless the meeting is duly conducted in accordance with Minnesota Statutes, Sections 13D.02 (interactive TV) or 13D.021 (telephone or other electronic means allowed if health pandemic or emergency).

Section 4.4. Notice of Change of Director or Alternate Director. When the Member changes its designated Director or Alternate the Member shall provide written notice to Metro-INET with the name, email address and mailing address of the person so appointed.

Section 4.5. Compensation of Directors and Alternate Directors. Directors and Alternates shall serve without compensation from Metro-INET, but it shall not prevent a Member from providing compensation for its Director or Alternate if such compensation is lawfully authorized by such Member.

Section 4.6. Number of Votes Held by Directors. Unless otherwise expressly provided herein, each Director shall have the number of votes equivalent to the Member's share of Metro-INET's annual budget, as established by the Board and calculated as follows: Each Member's percentage share of Metro-INET's annual budget shall be determined by Member use of Metro-INET IT Services. Said Member share shall be rounded up to the nearest whole number, and that number shall be the Member's total number of votes in any vote of the Board. Members shall have at least one vote. The number of votes for initial Members, and the total votes of the Directors for the initial Board, shall be as set forth in the attached Exhibit A, and is subject to change annually with the addition or subtraction of Members. The number of votes for each Director shall be recalculated annually upon the adoption by the Board of the next fiscal year budget. Upon the addition of a new Member, the Board shall estimate the new Member's share of Metro-INET's annual budget for the period prior to adoption of the succeeding year's budget and assign the proportionate number of votes to the new Member for the remainder of that fiscal year. The number of votes of existing Members shall not change during the year that new Member or Members join Metro-INET.

Section 4.7. Quorum. The presence of at least ten (10) Directors of Members in good standing at a regular or special meeting shall constitute a quorum of the Board allowing it to transact business, provided that the ten Directors hold at least a majority of the total Member votes.

Section 4.8. Motions. A majority of the Member vote totals represented by those Directors present at a meeting is required to pass all motions, unless a greater majority is provided in this JPA.

Section 4.9. Suspension of Vote. A Director, or Alternate shall not be eligible to vote during the time the Member they represent has been notified by Metro-INET that it is in default on any required assessment, contract or other contribution to Metro-INET or regarding security breaches or other acts deemed by the Board to materially impair the quality of IT Services provided by Metro-INET. During the existence of such default, the vote(s) of such Member shall not be counted for the purposes of a meeting quorum or majority on a Board meeting vote. If a Member remains in default for a period of more than forty-five (45) days after written notice on failure to pay any billing from Metro-INET or notice of other default referenced above, the Board may act to terminate the Member from Metro-INET by a majority vote of the Board at a regular meeting or special meeting called for that purpose.

Section 4.10. Bylaws. At the Metro-INET organizational meeting the Board shall adopt bylaws governing its procedures, including but not limited to, the time, place and frequency of its regular meetings or procedures and voting majorities required for certain votes. Such bylaws may be amended from time to time pursuant to Section 4.8 of this JPA.

Section 4.11. Remuneration of Director or Alternate Expenses. The Board shall have no obligation to pay remuneration of Director or Alternate expenses, which shall be subject to the policies of Member appointing them. The Board may, however, in its sole discretion, pay the reasonable and necessary expenses of officers, Directors and Alternates incurred in connection with special duties they undertake on behalf of Metro-INET, but such reimbursement shall not include the expenses incurred solely for attending meetings of Metro-INET within the seven-county Twin Cities metropolitan area.

Section 4.12. Removal of Directors. Any Director or Alternate shall be subject to removal by the governing body of the Member.

Section 4.13. Director Vacancies. A vacancy on the Board shall be promptly filled by the governing body of the Member whose position on the Board is vacant.

ARTICLE V MEETINGS AND OFFICERS

Section 5.1. Special Meetings. Special meetings of the Board may be called: (a) by the chair; (b) by the executive committee; or (c) upon the written request of a majority of the Directors. Subject to an emergency exception, as defined by statute, at least three (3) days' written notice of

special meetings shall be published and given to all Directors and Alternates. Such notice shall include the agenda for the special meeting and the time, date and location of the meeting.

Section 5.2. Regular Meetings. The specific date, time and location of regular meetings of the Board shall be determined by the Board as provided in the Bylaws. The Board shall be required to meet at least four (4) times a year. Its regular meetings shall be held on the dates and at times of each January, April, July and October as determined by the Board at the October meeting and duly published to establish the four regular meetings.

Section 5.3. Notice of Regular Meetings. Notice of regular meetings of the Board shall be given to the Directors and Alternates by the secretary at least fifteen (15) days in advance of the meeting and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.

Section 5.4. Public Meetings. Meetings of the Board and of the executive committee shall be considered “public” meetings. Notices, agendas, and schedules of such meetings shall be given, maintained and distributed pursuant to the Open Meeting Law, Minnesota Statutes, Section 13D.01, et seq.

Section 5.5. Officers. The officers of the Board shall consist of the chair, vice-chair, secretary and two (2) officers-at-large, who shall be elected by the Directors at the organizational meeting of the Board. The chair and vice-chair shall be elected to three-year (3) terms, commencing at the organizational meeting of the Board and every three (3) years thereafter. The secretary shall be elected to a two-year (2) term, commencing at the organizational meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The officers-at-large shall be elected to a one-year (1) term, commencing at the organizational meeting of the Board, and shall be elected to three-year (3) terms following the completion of the initial term every three (3) years thereafter. The intent of the election of officers is to ultimately establish three-year (3), staggered terms of officers with the chair and vice-chair being elected in the same year. Other than the organizational meeting of the Board, new officers shall take office at the adjournment of the meeting of the Board at which they are elected.

Section 5.6. Chair and Vice Chair. The chair shall preside at all meetings of the Board and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5.7. Secretary. The secretary shall be responsible for keeping a record of all of the proceedings of the Board and the executive committee.

Section 5.8. Officer Vacancies. A vacancy shall immediately occur in the office of any officer upon his or her resignation, death or upon ceasing to be an employee of the Member. Upon a vacancy occurring in any office, the Alternate shall serve until the Member appoints a new Director.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 6.1. Powers and Duties. The powers and duties of the Board shall include the powers set forth in this Article.

Section 6.2. General Purpose. The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization including, but not limited to, the establishment of data processing and information systems, engaging in the development and implementation of the necessary programs therefor, acquiring any necessary site, purchasing any necessary supplies, equipment and machinery, employing any necessary personnel and operating and maintaining any systems for the handling of data processing and management information for the Members and for others. Any of the foregoing activities, or any other activities authorized by the JPA, may be accomplished by entering into contracts, leases or other agreements with others, whenever the Board shall deem this to be advisable.

Section 6.3. Governance. The Board shall have full supervisory control and management of the affairs of Metro-INET including the power to make contracts as it deems necessary to make effective any power to be exercised by Metro-INET pursuant to this JPA; to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Board deems necessary; and to contract for space, materials, supplies and personnel with a Member or Members or with others.

Section 6.4. Membership Dues. The Board may establish and collect membership dues.

Section 6.5. Service Charges. The Board may establish and collect charges for its services to Members and to others.

Section 6.6. Gifts, Loans and Grants. The Board may accept gifts, apply for and use grants or loans of money or other property from the state, or any other governmental units or organizations and may enter into agreements required in connection therewith and may hold, use and dispose of such moneys or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.

Section 6.7. Annual Audit. The Board shall cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for and open to examination by its Members at all reasonable times.

Section 6.8. Annual Budget. The Board shall establish the annual budget for the organization as provided in this JPA.

Section 6.9. Delegation to Executive Committee. The Board may delegate authority to the executive committee of the Board, between Board meetings. Such delegation of authority shall be by resolution of the Board and may be conditioned in such manner as the Board may determine.

Section 6.10. Accumulation and Maintenance of Capital. The Board may accumulate and maintain reasonable working capital reserves and may invest and reinvest funds not currently needed for the purposes of the organization. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of city funds.

Section 6.11. Data, Data Processing and Management Information Systems. The Board shall make Metro-INET data processing and management information systems available to its Members, subject to reasonable charges for the development and processing thereof. Metro-INET shall not own Member Data, which shall be returned to the Member upon its withdrawal made pursuant to this JPA or upon dissolution.

Section 6.12. PERA. The Board may provide for any of its employees to be members of the Public Employees Retirement Association and may make any required employer contributions to that organization and any other employer contributions which municipalities are authorized or required by law to make.

Section 6.13. Necessary and Incidental Powers. The Board may exercise any other power necessary and incidental to the implementation of its aforementioned powers and duties.

ARTICLE VII FISCAL AND OPERATIONAL SERVICES; EXECUTIVE DIRECTOR

Section 7.1. Fiscal and Operations Agent. The Board shall designate a Member to serve as the fiscal and operations agent of Metro-INET (“Fiscal Agent”). The Fiscal Agent shall provide services as set forth in the JPA and on additional matters as may be determined by the Board through authorization for services by contract with Metro-INET. The Fiscal Agent shall be responsible for management of all of Metro-INET’s funds, for the keeping and storing of Metro-INET’s financial records, recommending to the Board and maintaining adequate insurance coverage of Metro-INET consistent with municipal liability limitations under Minnesota law, and to provide for the annual financial audit and accounting of all Metro-INET related activities. The Fiscal Agent shall be responsible for collecting and preserving all Metro-INET records and data pursuant to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Fiscal Agent shall post a fidelity bond or other insurance against loss of organization funds in an amount approved by the Board, at the expense of Metro-INET.

Section 7.2. Executive Director. The Board shall hire an executive director to be responsible for the management of the day-to-day operations of Metro-INET, executing the policy directives of the Board, including, the power to implement contracts authorized by the Board, the prosecution and defense or other participation in actions or proceedings in law; to employ personnel or retain as consultants such persons as he or she may deem necessary to carry out Metro-INET functions; to conduct such research and investigation as necessary on any matter related to or affecting the general purposes of Metro-INET; to manage real and personal property

acquired by Metro-INET; and to investigate, advise the Board regarding contracts for space, materials, supplies and personnel either with a Member or Members or with third parties and coordinating with Members for the implementation of internet connection, system maintenance and data processing. The executive director shall prepare a report to the Board regarding the operations of Metro-INET for each quarterly and annual meeting of the Board.

Section 7.3. Term of Executive Director. The executive director shall serve for an indefinite period as defined by the contract, which may be terminated and the director removed by a vote of a two-thirds majority of the total votes of the Board.

ARTICLE VIII EXECUTIVE COMMITTEE

Section 8.1. Membership of Executive Committee. The Board shall establish an executive committee consisting of five (5) voting members. Its members shall consist of the five (5) officers of the Board as defined in Article V, Section 5.5. The Fiscal Agent and Executive Director shall serve as *ex officio* members of the executive committee in an advisory and non-voting capacity.

Section 8.2. Bylaws of Executive Committee. The executive committee may adopt bylaws governing its own procedures, which shall be subject to this JPA, the bylaws of the Board, and any resolutions or other directives of the Board.

Section 8.3. Quorum. Three (3) members of the executive committee shall constitute a quorum and a majority of the executive committee members present at a meeting where a quorum exists may act, notwithstanding the number of votes held by each member in accordance with Article IV, Section 4.6.

Section 8.4. Regular Meetings. The specific date, time and location of regular meetings of the executive committee shall be determined by the executive committee. The executive committee shall meet at least four (4) times a year. Notice of regular meetings of the executive committee shall be given to the members of the executive committee and the executive director at least seven (7) days in advance and the agenda for such meetings shall accompany the notice.

Section 8.5. Special Meetings. Special meetings of the executive committee may be called by the chair or upon the call of any two other members of the executive committee. The date, time and location of the special meeting shall be fixed by the person or persons calling it. At least three (3) days advance written notice of such special meeting shall be given to all members of the executive committee by the person or persons calling the meeting.

Section 8.6. Notice of Meetings. Pursuant to the Open Meeting Law, all meetings of the executive committee shall be noticed and published at least three (3) days prior to the meeting.

Section 8.7. Duties and Responsibilities. The executive committee shall have the following duties and responsibilities: (a) to exercise the powers and perform the duties delegated to it by the Board and subject to such conditions and limitations as may be imposed by the Board; (b) to cause to be prepared a proposed annual budget each year which shall be submitted to the

Board at least thirty (30) days before the annual meeting for the Board's review and ratification; and (c) to present a full report of its activities at each regular meeting of the Board.

Section 8.8. Preparation and Modification of Charges. The executive committee shall have the responsibility to prepare and modify charges for the use of the programs and facilities of Metro-INET, both as to Members and non-members, subject to Board approval.

ARTICLE IX FINANCIAL MATTERS

Section 9.1. Fiscal Year. The fiscal year of Metro-INET shall be the calendar year.

Section 9.2. Adoption of Annual Budget. The annual budget of Metro-INET must be adopted in the following manner:

- (a) prior to May 1 the Board will supply each member with a proposed preliminary budget for the coming fiscal year;
- (b) prior to the meeting of the Board in July the Board will supply each Member with a proposed budget adjusted for withdrawal notifications received pursuant to Article XI;
- (c) the annual budget for the coming fiscal year shall be adopted at the July Board meeting.

Promptly after adoption of the budget, the Board must mail copies of the budget to the chief administrative officer of each Member. Upon adoption of the budget each Member is obligated to Metro-INET for the budgeted revenues and cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with this Article.

Section 9.3. Cost Sharing Charges. The Board shall have authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of the organization. The Board shall notify the chief administrative officer of each Member of the amounts of such charges, on or before May 1 of each year. The Board shall prepare, and may amend, a document setting forth the cost sharing charges and policies for Members and rates for services provided to non-members. Such document(s) and policies shall be made available to Members for review and comment upon request.

Section 9.4. Invoices to Members. Invoices for all charges shall be sent to the Members by the Fiscal Agent and shall be due when rendered. Any Member whose charges have not been paid within forty-five (45) days after the date of the invoice may be declared in default by the Board or executive committee and shall not be entitled to further voting privileges nor to have its Director hold any office nor to use any Metro-INET facilities or programs until such time as the default is cured and Metro-INET has been paid in full. Additionally, in the event that such charges have not been paid within forty-five (45) days of the date of the invoice, and such default remains uncured after a reasonable time following notice to cure, the membership of such Member may be

terminated by a majority vote of the Board. In the event of a dispute between the Member and the Board as to the amount which is due and payable, the Member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice with respect to the Member's right to dispute the amount of the charge and to pursue any legal remedies available to it.

Section 9.5. Classification of Cost Sharing Charges. The charges to the Members of Metro-INET shall be divided, for cost sharing purposes, into three different classes, as further described in Exhibit A to this JPA and incorporated herein:

- (a) Core Services (“*Class 1 Charges*”). Class 1 Charges shall cover all of Metro-INET's general administrative and operational expenses for core services in having a member participate as a domain member of Metro-INET. Core services are generally defined as services provided by Metro-INET that provides IT support to the Member and its employees to conduct the Member's business. These core services may change over time upon Board approval based on different needs of Members. Changes in the delivery of Class 1 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 1 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 1 Charges shall be prorated to new Members and not retroactively applied to them.
- (b) Supplemental Services (“*Class 2 Charges*”). Class 2 Charges shall cover the costs of design and development of computer programs and systems and other capital costs for services requested by the Member. Supplemental services are generally defined as services provided by Metro-INET at the request of the Member to meet its specific needs. These supplemental services may change over time upon Board approval based on different needs of Members and changes in the delivery of such services. Class 2 Charges shall be paid by each Member as fixed monthly, quarterly or annual membership dues, as determined by the Board. The amount of Class 2 Charges required to be paid by each Member shall be determined annually by the executive committee, upon approval by the Board. Class 2 Charges shall not be retroactively applied to new Members.
- (c) Necessary Additional Charges (“*Class 3 Charges*”). Class 3 Charges shall cover the costs of system operation and maintenance in serving non-members, on an “as requested” basis as determined by the Board when it deems such charges necessary. The amount of such charges that are applicable to each non-member shall be determined by the Board. The amount of the charges shall cover all costs incurred by Metro-INET in providing these services to the non-member. The Board shall have authority to negotiate and enter into contracts with non-members receiving Class 3 Charges.

Section 9.6. Special Financial Assistance from Members. It is anticipated that certain Members may be in a position to extend special financial assistance to Metro-INET in the form of grants, or other in-kind payments including use of facilities or other infrastructure deemed beneficial to Metro-INET. The Board shall credit any such in-kind payment against any charges

which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges which have been made or in the future may be made against one or more specified Members.

Section 9.7. Expenditures. Board funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by cities. Orders, checks, drafts and other legal instruments shall be signed by the chair or vice-chair and countersigned by the secretary or such other person as shall be designated by the Board.

Section 9.8. Contracts. Contracts shall be let and purchases shall be made in accordance with the legal requirements applicable to contracts and purchases by Minnesota cities.

ARTICLE X WITHDRAWAL

Section 10.1. Notice of Withdrawal. Any Member may at any time prior to June 1 of a given year, give written notice of withdrawal from Metro-INET. Written notice of withdrawal submitted prior to June 1 shall be a timely withdrawal and the Member shall not be responsible for its share of the next year's budget not already made the obligation of the Member by a prior, multi-year budget commitment approved by the Board. The withdrawing Member's financial obligation prior to withdrawal upon timely notice will be based on the Class 1, 2 and 3 Charges outstanding for the remainder of the calendar year and additional years for which the Board committed Metro-INET to such financial obligation while the Member was with Metro-INET as a Member. In such case the Member shall be responsible for the net present value of its a pro rata share of such commitment. Written notice of withdrawal after June 1, shall be untimely for purposes of withdrawal prior to the next calendar year but shall serve as notice for withdrawal effective the year following. A Member's nonpayment of charges as set forth herein or its failure to comply with Metro-INET operational security requirements or other policy prescribed by the Board, without cure after written notice and a reasonable time to cure, shall constitute the Member's notice of withdrawal from Metro-INET as determined by the Board pursuant to Section 4.8 at a regular or special meeting. All Member withdrawals shall take effect at the end of the applicable fiscal year, unless otherwise provided by the Board.

Section 10.2. Claim to Assets upon Withdrawal. A Member's withdrawal from Metro-INET at a time when such withdrawal does not result in dissolution of the organization shall forfeit the Member's claim to any assets of the organization except that it shall have access to any software developed for its use while it was a Member in accordance with and subject to the provisions of Article XIII, Section 13.5(b).

Section 10.3. Financial Obligations upon Withdrawal. Upon withdrawal the Member shall continue to be responsible (1) for all of its prorated share of any unpaid Class 2 Charges; (2) for its share of Class 1 Charges to the effective date of withdrawal; (3) for its share of any Class 3 Charges to the effective date of withdrawal; and (4) for any contractual obligations it has separately incurred with Metro-INET.

Section 10.4. Financial Obligations prior to Withdrawal. A Member who has not given notice of withdrawal on or before June 1 of a given year is obligated for the budgeted revenues and the cost sharing charges fixed by the Board for the ensuing fiscal year in accordance with Article IX.

ARTICLE XI ASSOCIATES

Section 11.1. Associates. It is understood that certain LGUs may desire to enter into a contractual arrangement with Metro-INET for limited IT Services. Such LGUs may affiliate with Metro-INET as “Associates.”

Section 11.2. Admission of Associates. An LGU desiring to become an Associate may do so in the same manner as is applicable to becoming a Member, except as otherwise provided in this Article.

Section 11.3. Confirmation of Associate Status. At the time of joining Metro-INET as an Associate, the LGU shall indicate in writing that it is not joining as a Member but as an Associate.

Section 11.4. Appointment of Director and Alternate Director. An Associate may appoint a Director and an Alternate Director to the Board but such Director (or Alternate) shall be without voting power, shall not be eligible to serve as an officer and shall not be counted for quorum purposes.

Section 11.5. Charges. The Board shall establish the charges to be paid by Associates and for that purpose it may classify Associates in accordance with their varying circumstances.

Section 11.6. Application to Become a Member. An Associate may apply for membership status and become a Member upon the requisite vote as required in Article III, Section 3.5.

Section 11.7. Notice of Withdrawal as Associate. An Associate may discontinue its association with Metro-INET at any time by giving written notice of withdrawal to the secretary. Withdrawal shall not relieve such withdrawing Associate from its obligation to pay any charges which the Associate has incurred up to the time of withdrawal.

ARTICLE XII DISSOLUTION

Section 12.1. Dissolution. Metro-INET shall be dissolved whenever: (1) the total number of remaining Members is less than five; or (2) by two-thirds of the votes represented by all Members of the Board.

Section 12.2. Effectuation of Dissolution. In the event of dissolution, the Board shall determine the measures necessary to effectuate the dissolution and shall provide for the taking of such measures as promptly as circumstances permit and subject to the provisions of this JPA.

Section 12.3. Distribution of Assets and Payment of Outstanding Obligations. Upon dissolution, the remaining assets of Metro-INET and payment of all of its outstanding obligations, the remaining assets of Metro-INET shall be distributed among the then existing Members in proportion to their contributions, as determined by the Board.

Section 12.4. Allocation of Deficit. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members on a pro rata basis, based upon the Class 1 and 2 Charges incurred by such Members during the two years preceding the event which gave rise to the dissolution.

Section 12.5. Distribution of Computer Software. In the event of dissolution the following provisions shall govern the distribution of computer software owned by or licensed to Metro-INET:

- (a) All such software shall be an asset of Metro-INET.
- (b) A Member or former Member may use (but may not authorize reuse by others) any software developed during its membership upon (1) paying any unpaid sums due Metro-INET; (2) paying the costs of taking such software; and (3) complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which such software must be taken by any Member or former Member desiring to do so.

ARTICLE XIII INDEMNIFICATION

Section 13.1. Cooperative Activity of Single Governmental Unit. Metro-INET shall be considered a separate and distinct public entity to which the Members have transferred all responsibility and control for actions taken pursuant to this JPA. To the fullest extent permitted by law, actions by the Members pursuant to this JPA are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Members that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subdivision 1a (a); provided further that for purposes of that statute, each Member expressly declines responsibility for the acts or omissions of the other party. The Members are not liable for the acts or omissions of the other Members except to the extent to which they have agreed in writing to be responsible.

Section 13.2. Indemnification. Metro-INET shall defend, indemnify and hold harmless the Members against all claims, losses, liabilities, suits, judgments, costs and expenses arising out of action or inaction of the Board, its Directors or Alternates, the Fiscal Agent, the executive director and other employees or agents of Metro-INET pursuant to this JPA. Metro-INET shall defend and indemnify the employees of any Member acting pursuant to the JPA except for any act or omission for which the Member’s employee is guilty of malfeasance, willful neglect of duty or

bad faith. A Member shall defend, indemnify and hold harmless Metro-INET against all claims, losses, liabilities, suits, judgments, costs, and expenses arising out of action or inaction of the Member regarding the Member's Data. This JPA to defend and indemnify does not constitute a waiver by Metro-INET or any Member of the limitations on liability provided by Minnesota Statutes, Chapter 466.

ARTICLE XIV AMENDMENT

Section 14.1. Amendment of JPA. This JPA sets forth all understandings of the Members. All prior agreements, understandings, representations whether consistent or inconsistent, verbal or written, concerning this JPA, are merged into and superseded by this written JPA. No modification or amendment to the JPA shall be binding unless all Members agree in writing to the proposed change or amendment.

ARTICLE XV MISCELLANEOUS

Section 15.1. Data Practices. The Members agree to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained or disseminated by Metro-INET. If a Member receives a request to release the data referred to in this section, it must immediately notify the executive director. The executive director will give the Member who has received the data request instructions concerning the release of the data to the requester before the data is released.

Section 15.2. Audit. The books, records and documents relevant to this JPA are subject to audit by the Members and the State of Minnesota at reasonable times upon written notice.

Section 15.3. Counterparts. This JPA may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 15.4. Headings. The subject headings of the sections and subsections of the JPA are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

Section 15.5. Severability. In case any one or more of the provisions of this JPA shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this JPA will not in any way be affected or impaired thereby.

Section 15.6. Applicable Law. This JPA shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this JPA shall be heard in Minnesota state district or courts with the venue being in Ramsey County, and the Members waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

ARTICLE XVI
DURATION

Section 16.1. Term. This JPA shall continue in effect indefinitely until terminated in accordance with its terms.

IN WITNESS WHEREOF, the undersigned local governmental unit has caused this JPA to be signed and delivered on its behalf.

(Name of LGU)

By: _____

Its: _____

By: _____

Its: _____

Dated: _____, 20____.

Memo

To: Metro-INET Members
cc: Pete Bauer & Jason Swalley, Metro-INET
From: Patrick Trudgeon, Roseville City Manager
Date: December 1, 2020
Re: Metro-INET Joint Powers Agreement

Metro-INET originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro-INET has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.

Not only has the number of Metro-INET members grown, each member agency's needs have grown exponentially. Some examples in recent years include the deployment of laser fiche, remote computer access, electronic door access, wireless access points, as well as body cam support for law enforcement.

Currently, Metro-INET is under organizational control of the Roseville City Manager and Roseville City Council. All Metro-INET employees are actually Roseville employees and fall under Roseville personnel policy, its liability coverage, and compensation structure. The Roseville City Manager makes employment decisions for Metro-INET including the hiring and termination of employees. The City of Roseville includes the \$3.5 million Metro-INET budget as part of its city budget.

While this arrangement has worked for many years, the following issues is making it harder to keep Metro-INET sustainable into the future:

- Roseville City Council concern about the amount of Metro-INET staff and the added liability and carrying costs for that amount of employees
- Roseville City Council concern the use of space within City given other city department space needs
- The Roseville employee compensation plan lags behind the market for other local governments and especially with LOGIS, a joint powers entity that provides IT services to many local governments in the Twin Cities. LOGIS has recruited several Metro-INET staff members over the past couple of years
- As a result of the Roseville compensation plan and organizational structure, it is not possible to create the necessary executive leadership to guide the large \$3.5 million Metro-INET enterprise

- Finally, it should be noted that the Roseville City Council could at any time decide to no longer be the lead agency for Metro-INET and as a result, breakup Metro-INET and let members figure out how to best provide IT services for their organization. It should be pointed out that Roseville City Council **has not** discussed doing this, but it is always a potential concern in the future.

Having Metro-INET as a joint powers entity does provide members more direct control over governance of Metro-INET, including costs, personnel, and policies and takes away uncertainty of the future of Metro-INET.

In 2020, a sub-committee of Metro-INET members met to work on a draft of the joint powers agreement. Working with Attorney Jim Strommen of Kennedy and Graven, the sub-committee finalized the JPA document. The sub-committee shared the draft JPA agreement with the League of Minnesota Cities General Counsel and the League of Minnesota Insurance Trust staff for their review. They suggested several changes to the document that have been incorporated into the final versions. Finally, the sub-committee distributed the draft document to all members so that their specific city/board attorney could review the document. To-date, we have not received any significant comments that change the document.

The highlights of the joint powers agreement are as follows:

- The initial members of the JPA will be the current members of Metro-INET
- JPA is planned to become effective on 1/1/2021
- Metro-INET will be governed by a Board of Directors with each member having a Director and Alternate designated
- Metro-INET board meetings subject to open meeting law
- Each member will have the number of votes equivalent to its share of the budget
- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
- Metro-INET board will meet at least four times (Jan., April, July, Oct.) annually
- Metro-INET board will have officers elected to 3-year terms
- Metro-INET board will have power take all action in establishing and managing the operations of Metro-INET
- Metro-INET board will enter into a contract with a member to serve as the fiscal and operations agent for the organization
- Metro-INET board will hire an executive director who will be responsible for day-to-day operations
- The executive director will have broad authority to run the operations of Metro-INET
- The executive director can be terminated by a 2/3 vote of the Metro-INET board
- The Metro-INET board will establish an executive committee consisting of the 5 board officers. The fiscal agent and Executive Director will serve as ex officio members of the executive committee in an advisory and non-voting capacity
- The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues
- The JPA outlines the schedule for the creation and consideration of the annual budget.
- The JPA creates 3 different classes of charges

- Class 1 – Core Services
- Class 2 – Supplemental
- Class 3 – Necessary additional charges
- The class charges are described in more detail as Attachment A of the JPA
- The JPA outlines procedures for members to withdraw from Metro-INET
- JPA creates a Metro-INET “Associate” which is an entity that is receiving a contractual service from Metro-INET
- The JPA has no termination date but does outline procedures to dissolve the organization

For 2021, there are no additional costs that will be borne by members by entering into the JPA. Costs for the transition have been incorporated into the budget numbers given to each member earlier in 2020. It is expected that starting in 2022, there will be additional administrative costs for the JPA. The final financial impact, however, will be decided by the newly constituted Metro-INET board.

TRANSITION PLAN FOR METRO I-NET

This plan is created to guide the transition from City of Roseville Metro I-Net (RMI) to Metro I-Net Joint Powers Authority (MIJPA)

Purpose of transition plan

- Allow for orderly transition of operations, personnel, and assets from RMI to MIJPA
- Identify transition costs
- Create a measured pace of transition to allow for comfort of existing RMI employees and RMI agencies

Given where we find ourselves here in 2020, during the COVID pandemic, this transition plan is underpinned by the following milestones:

- In 2020, the framework and costs of the new MIJPA will be established and agreed upon by the RMI agencies.
- In 2021, the MIJPA as an entity will be established, the MIJPA Board will be elected and begin to meet, and the MIJPA Executive Director will be hired and begin to create an institutional framework for the MIJPA
- In 2022, all assets and personnel will be assigned to the MIJPA

TIMELINE FOR WORK FOR 2020 (MIJPA CREATION)

Summary: The working group will finalize the draft joint powers agreement and send it out for review by agency managers and their legal counsels. Metro I-Net members are expected to approve the JPA by the end of the year.

The City of Roseville, in conjunction with RMI staff will identify costs to service MIJPA during the interim period of the transition in 2021 and begin the process of identifying costs for transferring assets from RMI to MIJPA

DETAILS OF 2020 WORK PLAN

METRO I-NET WORKING GROUP

In 2020, the Metro I-Net Working Group will do the following:

- Approve JPA transition plan
- Review draft Joint Powers Agreement
- Finalize language with Attorney Strommen
- Review JPA transition costs for 2021
- Identify long-term cost estimates for administrative/financial/legal services for MIJPA
- Provide member agencies an estimate of costs for the transition and final implementation of the MIJPA
- Assist in getting approval of JPA by all member agencies

CITY OF ROSEVILLE/ROSEVILLE METRO I-NET

In 2020, the City of Roseville/Roseville Metro I-Net will do the following:

- Identify costs to serve MIJPA during the transition
- Identify costs for transferring assets to MIJPA
- Assist the working group in identifying long-term costs for administrative/financial/legal services for MIJPA
- Assist in getting approval of JPA by all member agencies

METRO I-NET MEMBER AGENCIES

In 2020, the Roseville Metro I-Net member agencies will do the following:

- Review the draft Metro I-Net joint powers agreement
- Secure approval of JPA from governing bodies

TIMELINE FOR WORK FOR 2021(MIJPA TRANSITION)

Summary: Upon approval of the joint powers agreement by all member agencies, the MIJPA will officially incorporate. Per the joint powers agreement, the board of the directors for the MIJPA will convene and elect officers. Once constituted, the MIJPA Board officers will be elected and consider agreements to cover the transition period (defined as calendar year 2021) for legal, administrative and financial services. The Board will also recruit and hire the Metro I-Net Executive Director (MIED). Once hired, the MIED will begin drafting organizational policies and determine longer term legal, HR/Administrative, and financial services as well as determining and securing space needs.

In order to allow for an orderly transition in employees receiving wages and benefits and to ensure minimal disruption to member agency services, Metro I-Net employees will remain employees of the City of Roseville during 2021.

DETAILS OF 2021 WORK PLAN

METRO I-NET BOARD

- Incorporate Metro I-Net as a joint powers authority
- Hold first board business meeting
 - Elect Chair and other officers
 - Enter into agreements for interim period of 2021
 - Legal
 - HR/Admin
 - Financial
- Begin recruitment and hire Metro I-Net Executive Director (MIED)
- Enter into agreement with City of Roseville regarding management of Roseville Metro I-Net employees by Metro I-Net Executive Director during interim period
- Carry out board business as described in joint powers agreement, including setting a 2022 budget.

METRO I-NET EXECUTIVE DIRECTOR

- MIED is sole employee of MIJPA
- MIED focuses on administrative duties
 - Organizational policies
 - Service Contracts
 - Legal
 - Administrative/HR
 - Financial/Payroll
 - Determining space needs and securing space

CITY OF ROSEVILLE/ROSEVILLE METRO I-NET

- Provide administrative/HR/financial services to MIJPA
- Enter into agreement with MIJPA regarding management of Roseville Metro I-Net employees by Metro I-Net Executive Director during interim period
- Assist in transition of RMI assets and employees to MIJPA employees at the start of 2022

MIJPA TRANSITION COMPLETE – JANUARY 2022

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F13
Attachment	Resolution
Submitted By	Ashleigh Walter, Administrative & Communications Coordinator

Item	Appointment of Dana Dumbacher to the Community Engagement Commission
Description	<p>City Staff and the Mayor have interviewed and recommended Dana Dumbacher for the Community Engagement Commission. With Dana's appointment, the 1 vacancy on the commission will be filled.</p> <p>Full Name Dana Dumbacher</p> <p>Full Address 1775 Fairview Ave N</p> <p>How Long At Above Address? 1 year</p> <p>In Which Capacity Would You Like to Serve? Vacant position on the Community Engagement Commission</p> <p>What is the Reason You Would Like to Serve? As a new(er) Falcon Heights community member and family, I'd like to get to know my neighbors more and be more involved in the events that take place. I've also previously worked as a community organizer in Wisconsin and am now a government employee- so civic engagement has always been a passion of mine. I'm the mom of a 22 month old son and soon will be welcoming a second little boy in April, so this is a way I think I can fit the civic engagement In enjoy into my busy family schedule.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Resolution 20-54 Appointment of Dana Dumbacher to the Community Engagement Commission
Action(s) Requested	Staff recommend approval of attached resolution appointing Dana Dumbacher to the Community Engagement Commission.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-54

**RESOLUTION APPOINTING DANA DUMBACHER TO THE COMMUNITY ENGAGEMENT
COMMISSION**

WHEREAS, the City Council consolidated the Human Rights Commission with the Neighborhood Commission to establish the Community Engagement Commission in 2015;

WHEREAS, The community engagement commission shall serve in an advisory capacity to the city council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community. The commission will identify opportunities to collaborate with community, educational, business and social services groups and organizations; identify ways to improve the city’s public participation, identify under-represented groups, remove any barriers, and engage and promote increased participation for all residents, businesses, community and neighborhood organizations; review and recommend ways to improve the city’s communications efforts so as to facilitate effective two-way communication between the city and all residents, businesses, community and neighborhood organizations; review and recommend ways to help improve resident emergency preparedness and crime prevention programs.

The commission shall review complaints of alleged human rights violations occurring within the city and secure equal opportunity for all residents of the city regarding public services, public accommodations, housing, employment and education.

WHEREAS, City Staff and the Mayor has interviewed Dana Dumbacher and recommends appointment to the Falcon Heights Community Engagement Commission.

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

1. That the appointment of Dana Dumbacher to the Community Engagement Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F14
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	2020 Year End Budget Amendments
Description	<p>Sometimes, at the end of the year, budget amendments need to be made to improve the financial statements for year end. Staff recommends the following amendments.</p> <p>The Community Inclusion fund 210 needs a couple of budget expense amendments 210-4210-70100 increase by 1000 210-4210-86100 increase by 1000.</p> <p>The Charitable Gambling fund 202 needs also an expense budget amendment. 202-4202-89100 increase by 1000</p> <p>The Public Safety Capital fund 402 needs also a revenue and expense budget amendments due to the FEMA grant the city was awarded. 402-33620 (revenue) increase to 50,000 402-4402-91000 (expense) increase by 10,000 due to additional capital items purchased. 402-4402-91700 (expense) increase by 50,000</p>
	Amend budget line items as explained above.
Attachment(s)	N/A
Action(s) Requested	Staff recommends amending the budget line items as mentioned above.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F15
Attachment	2021 NYFS Cooperative Service Agreement
Submitted By	Sack Thongvanh, City Administrator

Item	2021 NYFS Cooperative Service Agreement																												
Description	<p>For many years now, the City of Falcon Heights has been a partner with Northeast Youth and Family Services (NYFS). Some of the services they provide include senior chore services and diversion programs for youth in various law enforcement cases. Each year the City allocates money in the general fund to help pay for these services.</p> <p>Attached is the 2021 Agreement that NYFS is asking all of their partner cities to approve.</p>																												
Budget Impact	<p>2021 Contribution of \$10,958 which is accounted for in the 2021 Budget. This is a 9.2% percent increase from 2020.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>2015</th> <th>2016</th> <th>2017</th> <th>2018</th> <th>2019</th> <th>2020</th> <th>2021</th> </tr> </thead> <tbody> <tr> <td>2.1%</td> <td>.04%</td> <td>1.0%</td> <td>1.4%</td> <td>2.8%</td> <td>6.8%</td> <td>9.2%</td> </tr> <tr> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> </tr> <tr> <td>\$8,892</td> <td>\$8,927</td> <td>\$9,017</td> <td>\$9,143</td> <td>\$9,399</td> <td>\$10,038</td> <td>\$10,958</td> </tr> </tbody> </table>	2015	2016	2017	2018	2019	2020	2021	2.1%	.04%	1.0%	1.4%	2.8%	6.8%	9.2%	Increase	Increase	Increase	Increase	Increase	Increase	Increase	\$8,892	\$8,927	\$9,017	\$9,143	\$9,399	\$10,038	\$10,958
2015	2016	2017	2018	2019	2020	2021																							
2.1%	.04%	1.0%	1.4%	2.8%	6.8%	9.2%																							
Increase	Increase	Increase	Increase	Increase	Increase	Increase																							
\$8,892	\$8,927	\$9,017	\$9,143	\$9,399	\$10,038	\$10,958																							
Attachment(s)	<ul style="list-style-type: none"> • 2021 NYFS Cooperative Service Agreement • Municipal Participation Figures • Contract Services 																												
Action(s) Requested	Staff recommends Council approval of the 2021 NYFS Agreement and authorization of the Mayor and City Administrator to sign all necessary documents.																												

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AGREEMENT

1. PARTIES

This agreement is made and entered into by and between the City of Falcon Heights Minnesota (“Municipality”) and Northeast Youth and Family Services (“NYFS”).

2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (“participating municipalities”) and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.

- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.

- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.

- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.

- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
 - i. Report regarding proposed changes in services and programs to the Municipality; and
 - ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

- d. Funding
 - i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.

 - ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.

- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30th of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.
- e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.
- f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:
 - i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
 - ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
 - iii. On or before November 30, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services

provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.

- iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
- v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
- vi. Providing other reasonable information requested by the Municipality;
- vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
- viii. Provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.

g. Term. The term of this agreement will be through December 31, 2020. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets.

The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.

- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date set forth below.

MUNICIPALITY

City of Falcon Heights

By: _____

Elected Official

Its: _____

Clerk/Manager/Administrator

Dated: _____

NYFS

Northeast Youth & Family Services

By: _____

President/CEO

Its: _____

Chair of the Board of Directors

Dated: _____

12/2020

Northeast Youth & Family Services								
Municipal Participation Figures								
	2020 - 6.8% increase CPI-U	MN Demographer's Office Population Estimate 2018	2020 payment per capita	NYFS Board approved 2021 increase to \$2/person	% Increase 2021/2020	Municipal Budget 2021 Amount	Community Advocate 2021 Amount	Notes
Arden Hills	\$17,389.18	9,889	\$1.76	\$19,778.00	13.7%	\$18,583.59	NA	Increase shared over 2 years.
Falcon Heights	\$10,038.13	5,479	\$1.83	\$10,958.00	9.2%	\$10,958.00	NA	
Little Canada	\$17,605.98	10,386	\$1.70	\$20,772.00	18.0%	\$19,188.99	NA	Increase shared over 2 years.
Mounds View	\$22,779.37	13,328	\$1.71	\$26,656.00	17.0%	\$26,656.00	\$25,000.00	
New Brighton	\$41,567.63	23,119	\$1.80	\$46,238.00	11.2%	\$46,238.00	\$10,000.00	
North Oaks	\$10,019.98	5,304	\$1.89	\$10,608.00	5.9%	\$10,608.00	NA	
Roseville	\$60,707.26	36,272	\$1.67	\$72,544.00	19.5%	\$72,544.00	\$20,000.00	
St. Anthony	\$4,211.12	9,067	\$0.46	\$18,134.00	330.6%	\$11,211.12	\$12,500.00	Increase shared over 2 years.
Shoreview	\$49,554.13	26,480	\$1.87	\$52,960.00	6.9%	\$52,960.00	NA	
Birchwood	\$1,591.32	876	\$1.82	\$1,752.00	10.1%	\$1,752.00	NA	
Hugo	\$6,408.00	15,247	\$0.42	\$30,494.00	375.9%	\$6,408.00	NA	In discussion.
Mahtomedi	\$14,015.36	8,040	\$1.74	\$16,080.00	14.7%	\$16,080.00	NA	
Vadnais Heights	\$22,460.04	13,198	\$1.70	\$26,396.00	17.5%	\$26,396.00	NA	
White Bear Lake	\$43,450.51	25,458	\$1.71	\$50,916.00	17.2%	\$50,916.00	\$25,000.00	
White Bear Township	\$21,908.95	11,095	\$1.97	\$22,190.00	1.3%	\$22,190.00	NA	
Total	\$343,706.96	213,238.00	\$1.61	\$426,476.00	24.1%	\$392,689.70	\$92,500.00	

**Northeast Youth & Family Services
2021**

Contracted Services

Mental Health Services:

- *Shoreview and White Bear Lake Mental Health Clinics* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.
- *School-Based Mental Health* – licensed mental health staff provide therapy for the emotional health of students within Roseville, Mounds View and White Bear Lake school districts.

Community Services:

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Senior Chore Program* – youth and other adults complete seasonal and household tasks to help seniors remain independent.

Non Contracted Services

Mental Health Services:

- *Northeast Educational & Therapeutic Services (NETS)* – provides therapy and academic support for youth in grades 6-12 with severe mental illnesses who can not function in traditional school environments.

Community Services:

- *Community Advocate* – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Consent F16
Attachment	Document
Submitted By	Sack Thongvanh, City Administrator

Item	Extension of Professional Service Agreement for Administrative Direction and Command Services for Fire Service from the City of Roseville
Description	<p>During the December 11, 2019 City Council Meeting, the Council approved the professional service agreement for administrative direction and command services for Fire Service from the City of Roseville.</p> <p>The one-year agreement will expire December 10, 2020. Staff has requested an extension. Attached you will find a sixty (60) day extension. The extension will be until 11:59 pm on February 8, 2021.</p>
Budget Impact	The cost for the extension will be prorated based on the current agreement. The City will compensate the City of Roseville for a total of \$6,666.00. Falcon Heights will receive a monthly invoice of \$3,333.00.
Attachment(s)	<ul style="list-style-type: none"> • First Amendment to the Professional Services Agreement for Fire Service Administrative Direction and Command Services
Action(s) Requested	Staff would recommend the extension of professional service agreement for administrative direction and command services for fire service from the City of Roseville and authorize the City Administrator to execute all necessary documents.

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**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR
FIRE SERVICE ADMINISTRATIVE DIRECTION AND COMMAND
SERVICES**

This First Amendment is made by and between the City of Roseville, a Minnesota municipal corporation (“Roseville”), and the City of Falcon Heights, a Minnesota municipal corporation (“Falcon Heights”), as of the 10th day of December, 2020.

WHEREAS, the City of Falcon Heights and the City of Roseville are parties to an Agreement for Roseville to provide fire service administrative direction and command services over the Falcon Heights fire department;

WHEREAS, said Agreement will expire by its own terms on December 9, 2020;

WHEREAS, the parties desire to extend the duration of said Agreement through February 7, 2021; and,

WHEREAS, the Agreement requires all amendments to its terms to be made by mutually executed written agreement of the parties.

NOW, THEREFORE, intending to be bound by the consideration and obligations contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree to the following First Amendment:

1. **Term.** Notwithstanding paragraph 2 of the parties’ original Agreement, said Agreement shall be extended as of 12:00 a.m. on December 10, 2020, and shall expire **no later than** 11:59 p.m. on February 7, 2021 (the “Extended Term”). **The parties may mutually agree to terminate their Agreement prior to the expiration of the Extended Term.**
2. **Compensation for Services.** Notwithstanding paragraph 3 of the parties’ original Agreement, the City of Falcon Heights shall pay Roseville total compensation of \$6,666.00 for services rendered during the Extended Term. Roseville shall submit to Falcon Heights a monthly invoice for \$3,333.00, which shall be paid in the same manner of other claims made to the City of Falcon Heights. **In the event the parties mutually agree to terminate their Agreement prior to the expiration of the Extended Term, Roseville shall invoice Falcon Heights on a pro-rated basis equal to 1/30th of the monthly rate for actual days the Extended Term remained in effect.**
3. **Other Provisions.** All terms and obligations not specifically amended by this First Amendment shall remain in full force and effect for the duration of the Extended Term.

CITY OF ROSEVILLE

Date: _____

Mayor

Date: _____

City Manager

Date: _____

Fire Chief

APPROVED AS TO FORM:

Date: _____

City Attorney

CITY OF FALCON HEIGHTS

Date: _____

Mayor

Date: _____

City Administrator

APPROVED AS TO FORM:

Date: _____

City Attorney

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Policy G1
Attachments	Ordinance and Support Documents
Submitted By	Molly Just, Interim Community Development Coordinator

Item	Amendment to Chapters 54 & 113 Regarding Residential Edible Landscaping
Description	<p>The City Council approved Interim Ordinance 20-04 in May 2020 to allow the City to study gardening in Falcon Heights. Shortly after the adoption of the Interim Ordinance, the City Council directed City Staff to convene a subcommittee of City Commission members to lead the effort in drafting a new Ordinance. The Garden Subcommittee consisted of members from the Environment and Planning Commissions. The subcommittee met five times between July and September to discuss the Ordinance. In late July, staff developed a web survey to gather feedback from community members about their thoughts on gardening in the city. Over the two and a half weeks that the survey was available, 322 people completed the survey.</p> <p>The subcommittee centered discussion around two concepts; residential gardens (gardening by owners or renters within their property), and community gardens (gardening by multiple individuals not residing on the property). The Ordinance drafted by the subcommittee allows residential gardening of edible landscaping as an accessory use in residential and business districts. In general, the parameters for residential gardening of edible landscaping follow those that were established for native landscaping. As such, edible gardens would not be limited in overall area, but would have to follow setback requirements. The Ordinance also states that retail sales of produce from residential gardening of edible landscaping activities would not be allowed.</p> <p>The consensus of the subcommittee was that they could not formulate conditions that would universally address all circumstances for community gardens. Any existing community gardens would be allowed to continue as they do currently with legal nonconforming status.</p> <p>The Environment Commission discussed the draft Ordinance at their October 12th meeting, and passed a motion to recommend the City Council approve the amendment. At their October 27th meeting, the Planning Commission held a public hearing and voted unanimously to recommend that the City Council adopt the amendment as written.</p>

Attachment	<ul style="list-style-type: none">• Draft Ordinance 20-07 Chapters 54 & 113 Residential Edible Landscaping• Summary of Ordinance 20-07 Chapters 54 & 113 Residential Edible Landscaping
Action Requested	Staff recommends approval of attached ordinance and summary of the ordinance amendment providing clarity around residential edible landscaping on private property.

ORDINANCE NO. 20-07

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

AN ORDINANCE AMENDING CHAPTERS 54 AND 113
OF THE FALCON HEIGHTS CITY CODE

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1 Chapter 54 – Vegetation is amended as follows. Additions are shown with an underline, and deletions are shown with a ~~strikethrough~~.

Section 54-38 – Regulations for private property

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Edible landscaping means the intentional planting, caring for, or otherwise cultivating plants that could produce food that is consumed by people. These plants include fruit and nut trees, berry bushes, vegetables, herbs, or edible flowers.

Native plants are those grasses (including prairie grasses), sedges (solid, triangular-stemmed plants resembling grasses), rushes, forbs (flowering broadleaf plants), vines, trees and shrubs that are plant species native to the state of Minnesota prior to European settlement.

Noxious weeds are annual, biennial, or perennial plants that the Commissioner of Agriculture designated to be injurious to public health, the environment, public roads, crops, livestock, or other property (Minnesota Noxious Weed Law, Minn. Stat. Sec. 18.75-18.91).

Ornamental plants means grasses, flowering annual, biennial, and perennial plants, shrubs, trees, and vines that may not be native to Minnesota, but are adapted. Ornamental grasses do not include turfgrasses.

Turf grass means commercially available cultured turf grass varieties, including bluegrass, fescue and ryegrass blends, commonly used in regularly cut lawn areas.

Planned landscape area means an area where ornamental plants, or native plants are planted pursuant to a plan.

Rain garden means a shallow excavated depression (typically no more than 18 inches deep) with loosened sub-soils in which ornamental or native plants that are adapted to moist conditions and have deep roots are planted for the purpose of infiltrating and filtering rain water and reducing storm water runoff. Temporary ponding of water in rain

gardens typically occurs for no more than 48 hours after rainfall assuming no subsequent rainfall.

Residential garden means an area of edible landscaping on a lot that is conducted by the property owners or residents of that lot.

Restoration area means an area where native plants are being, or have been, intentionally re-established

Weeds are (i) prohibited noxious weeds or (ii) any volunteer plant, except trees and other woody vegetation, which is not customarily or intentionally planted. For the purposes of this definition, weeds do not include dandelions or clover.

(c) Location of restoration areas, ~~and~~ planned landscape areas, and edible landscaping areas.

(1) Setback. A restoration area, ~~or a~~ planned landscape area, or residential garden must provide the following minimum setbacks:

- a. Front lot line, corner side lot line, or rear lot line abutting a street or alley: two feet, and two feet from publicly maintained pavement or sidewalk
- b. Interior side lot line or rear lot line not abutting a street or alley: two feet; provided, however, for the exception in the required side yard or rear yard setback, as described in section 54-38(c)(2).

(2) Mitigations for reductions in side or rear yard setback. A required interior side yard or rear yard (not abutting a street or alley) setback may be reduced to zero feet for a restoration area, planned landscape area, or residential garden if:

- a. A fence at least three feet in height is installed on the lot line adjoining the restoration area, ~~or~~ planned landscape area, or residential garden; or
- b. The restoration area, ~~or~~ planned landscape area, or residential garden abuts:
 1. A restoration area, planned landscape area, or residential garden on any adjoining lot;
 2. A public park or open space;
 3. A wetland, pond, lake or stream;
 4. Natural area; or
- c. The restoration area or planned landscape area is located on slopes equal to, or greater than, three feet horizontal to one foot vertical (3:1).

(d) Maintenance Standards. Every owner of property shall maintain the vegetation growing thereon according to the minimum standards set forth in this subsection:

- (1) The setback area required by section 54-38(c) shall be composed of a soil retention cover such as mulch, regularly mowed turf grasses or groundcovers maintained at six inches or less, native or ornamental plants maintained at ten inches or less, trees or shrubs, or as may be required by the city administrator to protect the soil and aesthetic values on the lot and adjacent property.
- (2) Non-woody vegetation in a planned landscape area shall be cut at least once annually between April 15 and July 15 to a height no greater than 10 inches.
- (3) It is unlawful to plant any tree or shrub within five feet of a property lot line abutting a right-of-way of a public street or alley.
- (4) Property owners shall prune trees and shrubs located on private property so they will not obstruct pedestrian sidewalk traffic, nor obstruct the view of any traffic sign, street, alley, or intersection. Overhanging portions of trees and shrubs must be pruned to maintain a minimum clearance of eight feet over all sidewalks, and 16 feet over all streets.
- (5) Properties shall be free of blight and blighting factors, as described in section 22-19.
- (6) Properties shall be free of public nuisances, as described in section 22-47.
- (7) The city may require the owner or occupant who has planted, or has allowed to be planted, native plants or other vegetation within a drainage or utility easement to remove the native plants or other vegetation from the drainage and utility easement at no expense to the city if the city determines the native plants or vegetation interferes with the utility easement. The city will not be responsible for damage to turfgrass and/or any landscaped areas resulting from public works improvements or snow removal activities within drainage and utility easements.
- (8) Retail sales of produce from edible landscaping activities shall not occur on the property.

SECTION 2 Subsection 113-174(d) is amended as follows. Additions are shown with an underline, and deletions are shown with a ~~strikethrough~~.

Section 113-174 – One-family R-1 residential district

(d) Permitted accessory uses. No accessory structures or use of land shall be permitted except for one or more of the following uses:

- (1) Home occupations meeting the definitions and requirements of section 113-391.
- (2) Private tennis courts, provided no portion of the paved or fenced area is within a required front yard or less than ten feet from a property line.
- (3) One private garage or carport and parking space as regulated in section 113-240.
- (4) Private automobile repair or reconditioning as regulated in section 113-250.

~~(5) Gardening and other horticultural uses where no retail sale of products is conducted on the premises. Planned landscape areas and edible landscape areas, including residential gardens, as defined and regulated in section 54-38.~~

(6) Keeping of domestic pets as required in the Code.

(7) Signs as provided in subsection (g) of this section.

(8) Decorative landscape features and fences as regulated herein.

(9) Accessory buildings other than detached private garages as regulated herein. The design and placement of the accessory buildings must be approved by the planner as being in harmony with the surrounding residential neighborhood.

(10) Buildings temporarily located for purposes of constructing on the premises for a period not to exceed the time necessary for such construction (approved by zoning administrator).

(11) One composting area, or one compost structure as defined in section 113-240(l), of plant material including leaves, grass clippings, plant trimmings, fruits, vegetables and peels, but excluding animal derived materials such as bones, meat scraps and dairy products, not to cover more than 25 square feet in area and five feet in height in the rear yard. A larger composting area requires a permitted accessory use permit. A compost area must be set back at least five feet from any property line. The compost shall be maintained according to accepted composting practices for the residential yard.

(12) Garage and residential boutique sales limited to four sales each calendar year per residential unit, not to exceed ten consecutive days or two consecutive weekends each.

(13) Keeping of chickens as regulated by the Code.

SECTION 3 Subsection 113-177(e) is amended as follows. Additions are shown with an underline, and deletions are shown with a ~~strikethrough~~.

Section 113-177 – B-1 neighborhood convenience district

(e) Permitted accessory uses. The following uses shall be permitted accessory uses:

(1) Off-street parking and loading, signs, fences, and decorative landscape features as regulated herein.

(2) Temporary construction buildings (approved by zoning administrator).

(3) Accessory structures other than private garages as regulated herein. The design, placement, screening and size of the accessory buildings must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission.

(4) Essential service structures, provided no building shall be located within 30 feet of an abutting lot in an R district. The placement of the essential service structure must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission.

(5) Public telephone booths or drive-up service. The placement of the telephone booth or drive-up service must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission

(6) Planned landscape areas and edible landscape areas, including residential gardens, as defined and regulated in section 54-38.

(67) Other as deemed to be normal, customary, and incidental by the zoning administrator.

SECTION 4 Ordinance 20-04 is repealed in its entirety.

SECTION 5 This ordinance shall be effective upon its passage and a summary published in the official newspaper.

ADOPTED this 9th day of December, 2020, by the City Council of the City of Falcon Heights, Minnesota.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor

Attested by: _____

LEEHY _____

Sack Thongvanh
City Administrator

MIAZGA _____ Against

WEHYEE

ANDREWS

SUMMARY ORDINANCE NO. 20-07

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

**AN ORDINANCE AMENDING CHAPTERS 54 AND 113
OF THE FALCON HEIGHTS CITY CODE
CONCERNING EDIBLE LANDSCAPING**

This ordinance amends Chapters 54 and 113 of the Falcon Heights City Code concerning edible landscaping in residential zones. The amendments include definitions, standards of practice, and permit and compliance procedures.

A printed copy of the entire ordinance is available for inspection by any person during the City Administrator/Clerk's regular office hours.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 9th day of December, 2020.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Sack Thongvanh, City Administrator

ORDINANCE NO. 20-XX

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

**AN ORDINANCE AMENDING CHAPTERS 54 AND 113
OF THE FALCON HEIGHTS CITY CODE**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

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gardens typically occurs for no more than 48 hours after rainfall assuming no subsequent rainfall.

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Weeds are (i) prohibited noxious weeds or (ii) any volunteer plant, except trees and other woody vegetation, which is not customarily or intentionally planted. For the purposes of this definition, weeds do not include dandelions or clover.

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- c. The restoration area or planned landscape area is located on slopes equal to, or greater than, three feet horizontal to one foot vertical (3:1).

(d) Maintenance Standards. Every owner of property shall maintain the vegetation growing thereon according to the minimum standards set forth in this subsection:

- (1) The setback area required by section 54-38(c) shall be composed of a soil retention cover such as mulch, regularly mowed turf grasses or groundcovers maintained at six inches or less, native or ornamental plants maintained at ten inches or less, trees or shrubs, or as may be required by the city administrator to protect the soil and aesthetic values on the lot and adjacent property.
- (2) Non-woody vegetation in a planned landscape area shall be cut at least once annually between April 15 and July 15 to a height no greater than 10 inches.
- (3) It is unlawful to plant any tree or shrub within five feet of a property lot line abutting a right-of-way of a public street or alley.
- (4) Property owners shall prune trees and shrubs located on private property so they will not obstruct pedestrian sidewalk traffic, nor obstruct the view of any traffic sign, street, alley, or intersection. Overhanging portions of trees and shrubs must be pruned to maintain a minimum clearance of eight feet over all sidewalks, and 16 feet over all streets.
- (5) Properties shall be free of blight and blighting factors, as described in section 22-19.
- (6) Properties shall be free of public nuisances, as described in section 22-47.
- (7) The city may require the owner or occupant who has planted, or has allowed to be planted, native plants or other vegetation within a drainage or utility easement to remove the native plants or other vegetation from the drainage and utility easement at no expense to the city if the city determines the native plants or vegetation interferes with the utility easement. The city will not be responsible for damage to turfgrass and/or any landscaped areas resulting from public works improvements or snow removal activities within drainage and utility easements.
- (8) Retail sales of produce from edible landscaping activities shall not occur on the property.

SECTION 2 Subsection 113-174(d) is amended as follows. Additions are shown with an underline, and deletions are shown with a ~~strikethrough~~.

Section 113-174 – One-family R-1 residential district

(d) Permitted accessory uses. No accessory structures or use of land shall be permitted except for one or more of the following uses:

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- (3) One private garage or carport and parking space as regulated in section 113-240.
- (4) Private automobile repair or reconditioning as regulated in section 113-250.

(5) ~~Gardening and other horticultural uses where no retail sale of products is conducted on the premises.~~ Planned landscape areas and edible landscape areas, including residential gardens, as defined and regulated in section 54-38.

(6) Keeping of domestic pets as required in the Code.

(7) Signs as provided in subsection (g) of this section.

(8) Decorative landscape features and fences as regulated herein.

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(11) One composting area, or one compost structure as defined in section 113-240(l), of plant material including leaves, grass clippings, plant trimmings, fruits, vegetables and peels, but excluding animal derived materials such as bones, meat scraps and dairy products, not to cover more than 25 square feet in area and five feet in height in the rear yard. A larger composting area requires a permitted accessory use permit. A compost area must be set back at least five feet from any property line. The compost shall be maintained according to accepted composting practices for the residential yard.

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(13) Keeping of chickens as regulated by the Code.

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Section 113-177 – B-1 neighborhood convenience district

(e) Permitted accessory uses. The following uses shall be permitted accessory uses:

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(2) Temporary construction buildings (approved by zoning administrator).

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(4) Essential service structures, provided no building shall be located within 30 feet of an abutting lot in an R district. The placement of the essential service structure must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission.

(5) Public telephone booths or drive-up service. The placement of the telephone booth or drive-up service must be approved by the city council as being in harmony with the surrounding business district and neighborhood after review and recommendation by the planning commission

(6) Planned landscape areas and edible landscape areas, including residential gardens, as defined and regulated in section 54-38.

(67) Other as deemed to be normal, customary, and incidental by the zoning administrator.

SECTION 4 Ordinance 20-04 is repealed in its entirety.

SECTION 5 This ordinance shall be effective upon its passage and a summary published in the official newspaper.

ADOPTED this X day of XX, 2020, by the City Council of the City of Falcon Heights, Minnesota.

Moved by:

Approved by: _____

Randall Gustafson
Mayor

GUSTAFSON
LEEHY
MIAZGA
WEHYEE
ANDREWS

____ In Favor
____ Against

Attested by: _____

Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Policy G2
Attachment	Resolution & Presentation
Submitted By	Jesse Freihammer, City Engineer

Item	Approve Resolution Accepting Plans and Specifications and Ordering Advertisement for Bids for the 2021 Pavement Management Project
Description	<p>On October 28, 2020, a public improvement hearing was held for the 2021 PMP. Following the hearing, the City Council ordered the improvement and preparation of plans and specifications of the proposed project. The next step in the process is for the City Council to approve plans and specifications and authorize the advertisement for bids.</p> <p>State statute requires a City Council resolution approving plans and specifications and ordering the advertisement for bids for all public improvements to be assessed. Since a portion of the costs for the proposed project will be assessed to benefiting properties, the adoption of this resolution is required.</p> <p>The following is a brief summary of proposed improvements. The following streets have been identified to be considered for improvements in 2021:</p> <ul style="list-style-type: none"> • Tatum St, Larpenteur Ave to Roselawn Ave • Lindig St, Larpenteur Ave to Cul-de-sac • Fry St, Larpenteur Ave to Maple Knoll Dr • Saint Marys St, Larpenteur Ave to Maple Knoll Dr • West Snelling Dr, Hoyt Ave to Hollywood Ct alley • East Snelling Dr, Idaho Ave to dead end • Asbury St, Crawford Ave to Roselawn Ave • Arona St, Crawford Ave to Roselawn Ave • Simpson St, Crawford Ave to Roselawn Ave • Ruggles St, East Snelling Service Dr to Pascal St • Pascal St, Larpenteur Ave to Roselawn Ave • Crawford Ave, Simpson St to Pascal St • Albert St, Larpenteur Ave to Garden Ave <p><u>Street Improvements:</u> The recommended improvements for the streets were based on existing conditions of the pavement. All of the streets are proposed for bituminous mill and overlay with the exception of East Snelling Service Drive. Mill and overlay</p>

involves grinding the top two inches of existing asphalt surface and replacing that with new pavement which eliminates cracking and provides a smoother surface and adds life back to the roadway.

East Snelling Service Drive will have the pavement completely replaced and the east curb line will be pushed to the east approximately 2.5 feet. This will make the road wider to better accommodate parking and plowing.

All of the roadways will be repaved to match the existing roadway widths with the exception of East Snelling Service Drive as mentioned above. Existing curb and gutter will remain in place, with the exception of isolated areas that need repairs to replace damaged or sunken curb.

All sidewalk curb ramps will be upgraded to meet latest American with Disabilities Act (ADA) standards as part of the project.

Sidewalk Improvements:

The existing sidewalk on East Snelling Service Drive will be replaced in the same location with the same width. It is proposed to be replaced due to the poor condition.

Parking modifications:

No parking changes are associated with this project.

Storm Drainage and Storm Water Quality Improvements:

In order to address street flooding that has occurred around near the cul-de-sac on Lindig, two options for storm sewer improvements are proposed.

Option 1 is to install two additional catch basins to help inlet capacity. This will help alleviate some street flooding and if flooding does occur should reduce the time the street is flooded. This cost is estimated to be \$20,000.

Option 2 is to install an infiltration basin. This would increase storage and reduce flow into the storm sewer system. This cost is estimated to be \$70,000.

Based on feedback to date from residents, staff would recommend including option 1 with the street improvements.

Other storm drainage system improvements are relatively minor and include maintenance on selected storm sewer manholes and catch basins.

Sanitary Sewer System Improvements:

The sanitary sewer system improvements are relatively minor and include replacement of all sanitary sewer castings. The majority of the sanitary sewer was lined previously.

	<p><u>Water System Improvements:</u> The water system is owned and operated by St. Paul Regional Water Services (SPRWS). They have no planned improvements at this time.</p>
Budget Impact	<p>This project has the following financial implications for the city and property owners along the streets being considered for maintenance:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA), and street infrastructure funds to pay the City’s portion of the project. • Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-55 Approving Plans and Specifications and Ordering Advertisement for Bids for the 2021 Pavement and Management Project • Presentation
Action(s) Requested	<p>Staff recommends adoption of attached resolution accepting plans and specifications and ordering advertisement for bid for the 2021 Pavement Management Project.</p>

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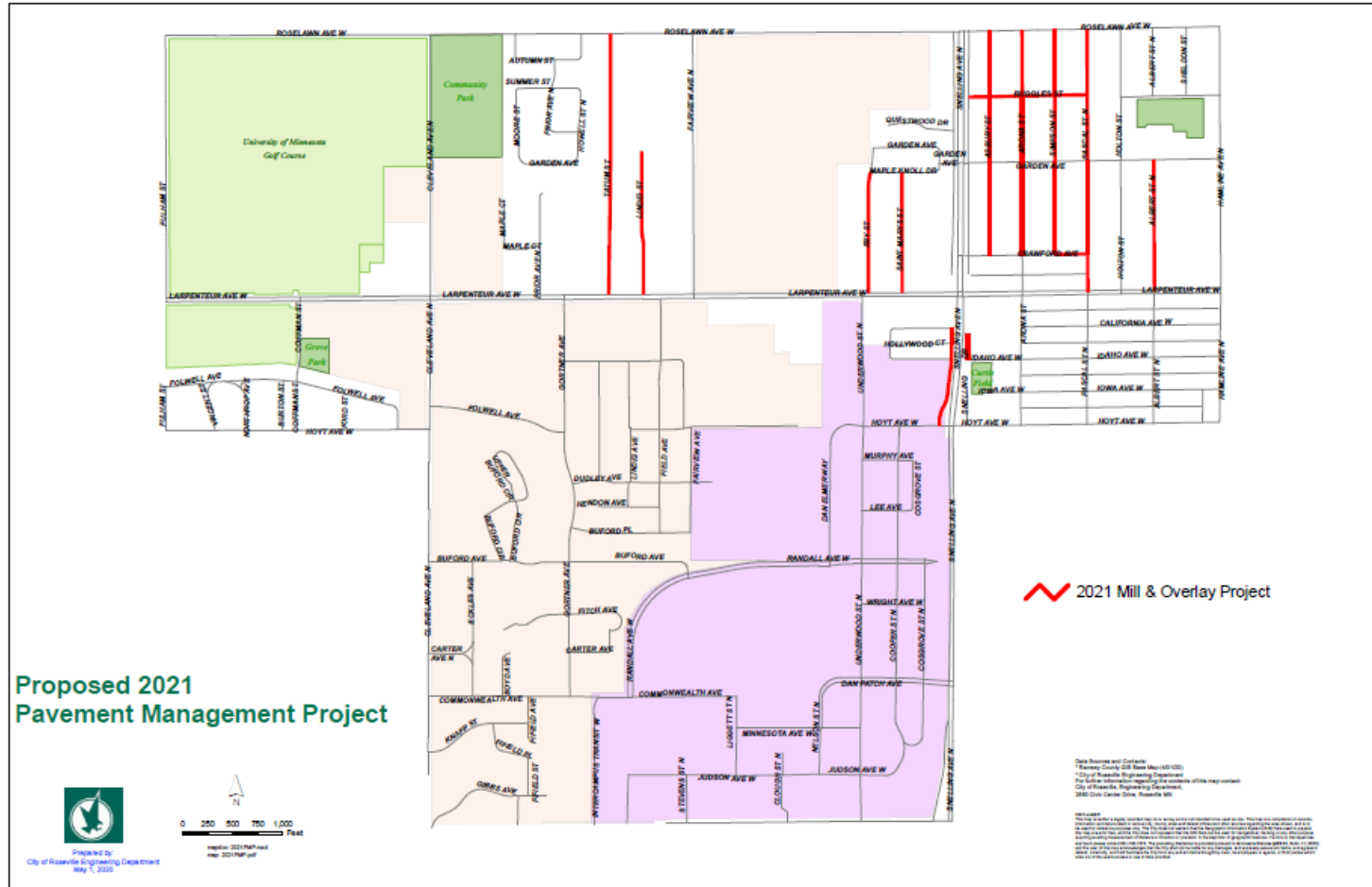


2021 Pavement Management Project

FALCON HEIGHTS – DECEMBER 9, 2020

APPROVE PLANS AND SPECS AND ADVERTISE FOR BID

Pavement Management Project Overview



2021 PMP Improvements

Street Improvements – 3.86 miles

- Mill bituminous pavement
- Repave bituminous pavement
- Replace damaged/deteriorated curb and gutter
- Update curb ramps to meet ADA compliance and fix broken sidewalk
- Estimate cost of \$1,165,700

2021 PMP Improvements

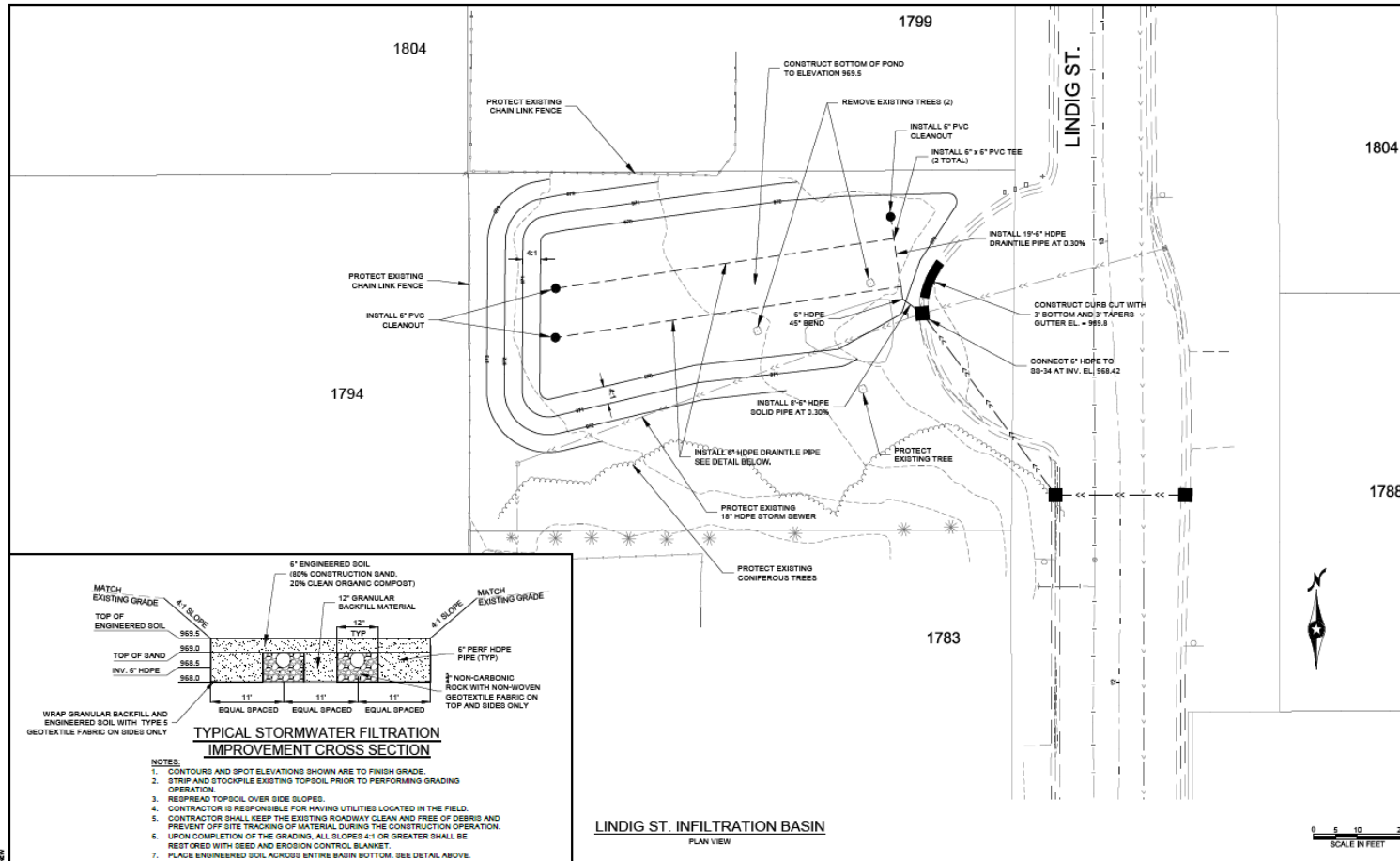
Drainage Improvements

- Adjust existing catch basins
- Replace deteriorated catch basin structures
- Lindig catch basins and infiltration basin
- Cost not assessed; funded by storm sewer fund
 - Estimated cost = \$143,000

Utility Improvements

- Water main
 - Owed and operated by Saint Paul Regional Water Services
 - Currently reviewing water system. To date no watermain work is proposed.
- Sanitary
 - Sanitary sewer mains have already been lined
 - Replace manhole castings and rings
 - Reduces Inflow and Infiltration

Lindig Storm



Lindig Final Design

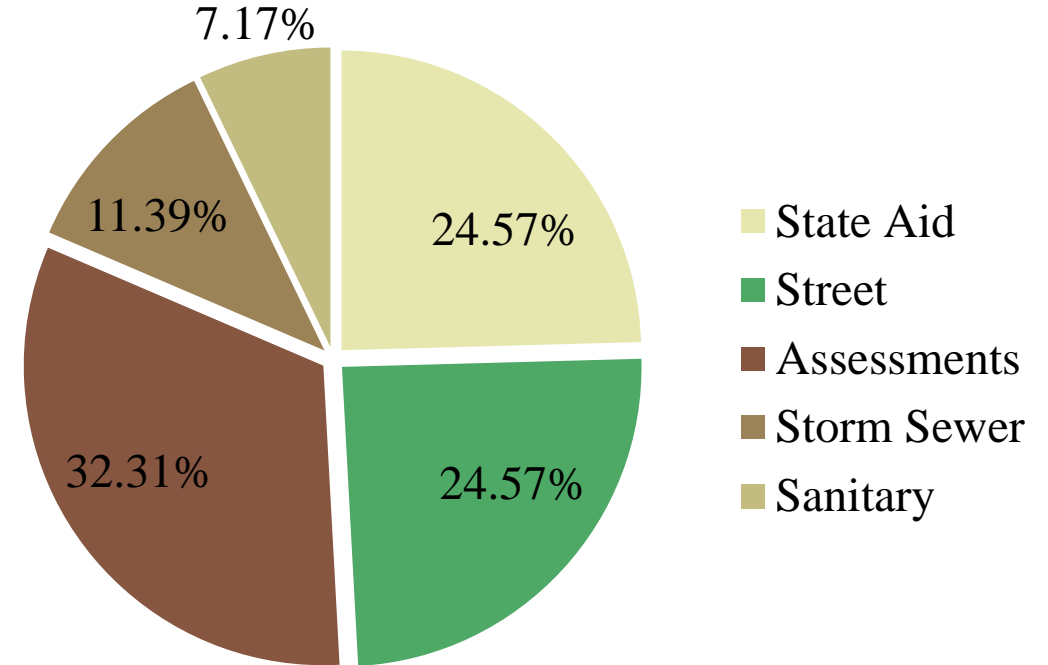
- Added Two Inlets
- Increases inlet capacity
- Add infiltration basin
- Increases storage capacity and decreases downstream flow
- Would remove two trees and existing raingarden.
- Will replace both trees.

Estimated Project Funding Breakdown

Estimated City Project Cost = \$1,255,700

- Street Infrastructure Funds = \$308,500
- Municipal State Aid = \$308,500
- Storm Sewer = \$143,000
- Assessments = \$405,700

Funding Category %



Proposed Project Schedule

- ❖ June 6, 2020 Order Feasibility Report
- ❖ September 23, 2020 Accept Feasibility Report and Order Public Hearing
- ❖ October 28, 2020 Public Hearing, Authorize Plans and Specs
- ❖ **December 9, 2020 Approve plans and specifications and order advertisement of bids for the project**
- ❖ February 3, 2021 Open Bids
- ❖ February 10, 2021 Award Contract
- ❖ May/June 2021 Begin Construction
- ❖ August 2021 Complete Construction before State Fair
- ❖ September 2021 Final Assessment Hearing

Questions?

Council Action

1. Adopt Resolution Approving Plans and Specifications and Advertising for Bid for 2021 Pavement Management Project

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-55

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR THE 2021 PAVEMENT MANAGEMENT
PROJECT**

WHEREAS, pursuant to resolution of the City Council adopted December 9, 2020, the City of Roseville Engineering Department has prepared plans and specifications for the improvement of the following streets:

- Tatum St, Larpenteur Ave to Roselawn Ave
- Lindig St, Larpenteur Ave to Cul-de-sac
- Fry St, Larpenteur Ave to Maple Knoll Dr
- Saint Marys St, Larpenteur Ave to Maple Knoll Dr
- West Snelling Dr, Hoyt Ave to Hollywood Ct alley
- East Snelling Dr, Idaho Ave to dead end
- Asbury St, Crawford Ave to Roselawn Ave
- Arona St, Crawford Ave to Roselawn Ave
- Simpson St, Crawford Ave to Roselawn Ave
- Ruggles St, East Snelling Service Dr to Pascal St
- Pascal St, Larpenteur Ave to Roselawn Ave
- Crawford Ave, Simpson St to Pascal St
- Albert St, Larpenteur Ave to Garden Ave

and has presented such plans and specifications to the City Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto, and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the *Pioneer Press*, the official newspaper, the City's website, and the eadvert bidding platform, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, shall state the date and time that the bids will be received by the City Administrator and City Engineer at which time they will be publicly opened in Falcon Heights City Hall by the City Engineer, will then be tabulated, and will

subsequently be considered by the Council. No bids will be considered unless sealed and filed with the Administrator and accompanied by a cash deposit, certified check or bid bond payable to the City of Falcon Heights for ten percent (10%) of the amount of such bid.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON
LEEHY
MIAZGA
ANDREWS
WEHYEE

_____ In Favor
_____ Against

Attested by: _____
Sack Thongvanh
City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Policy G3
Attachment	Easement
Submitted By	Jesse Freihammer, City Engineer

Item	Approve Drainage Easement at 1605 Fulham Street
Description	<p>On August 26, the Council approved a cooperative agreement with Capital Region Watershed (CRWD), the City of Lauderdale, Ramsey County and the University of Minnesota for work on the Seminary Pond Project and an Outfall Agreement with CRWD.</p> <p>The outfall project involves restoring the ditch downstream of the outfall which serves the Grove neighborhood. The outfall has been severely eroded overtime. Work involves tree removal, grading, installation of additional storm sewer, turf stabilization and tree restoration. The new design should eliminate the erosion concern and make maintenance easier.</p> <p>Currently this portion of the storm sewer outlet is not under any easements. In order to construct the work a drainage easement from the property owners will need to be approved. Attachment A is a drainage easement document which would be dedicated to the City from the property owner. The cost of the easement would be \$2,100 based on the easement value of the land based on Ramsey County tax records.</p>
Budget Impact	The cost of the easement is \$2,100 which would be paid using storm sewer funds.
Attachment(s)	<ul style="list-style-type: none"> • Drainage Easement
Action(s) Requested	Staff would recommend approving the Drainage Easement at 1605 Fulham Street and authorize the City Administrator and Mayor to execute all necessary documents.

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DRAINAGE EASEMENT

THIS INDENTURE is made as of this _____ day of _____, 2020, between Charles J. Smith as a Co-Trustee of the Charles J. Smith Trust Agreement dated August 3, 2016 as amended December 2, 2019 and Myrna G. Smith as a Co-Trustee of the Myrna G. Smith Trust Agreement dated August 3, 2016 as amended December 2, 2019 (“Grantors”), and the City of Falcon Heights, a Minnesota municipal corporation (“City”).

WITNESSETH:

That said Grantors, in consideration of Two-Thousand, One-Hundred and no/100ths Dollars (\$2,100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant and convey unto the City, and its successors and assigns, permanent drainage easement solely for the existing drainage area, as shown in Exhibit F, on, over, across and through a portion of the following described real property located in Ramsey County, Minnesota, to-wit:

See attached Exhibit A;

Said easements being those parts of the above described parcels which are legally described as follows:

See attached Exhibit B (collectively, the “Easement Areas”).

The Easement Areas are shown as the areas labeled “Drainage Easement” on attached Exhibit C.

The grant of the foregoing easements includes the right of the City, and its contractors, agents, employees, and successors and assigns, to enter upon and use the Easement Areas to construct, reconstruct, inspect, operate, use, maintain, repair, drainage, other improvements and appurtenances, on, over, across and through the Easement Areas; to grade, level, fill and drain the Easement Areas; to excavate culverts, cuts, slopes and ditches within the Easement Areas; to remove and import soils from and into the Easement Areas; to remove and replace fences, to remove obstructions such as brush, undergrowth and trees, other than the ancient Eastern Cottonwood (marked as No. 221 on the “Seminary Pond Improvements East Outfall Tree Removals and Protections” attached hereto as Exhibit D) whether dead or alive from the Easement Areas; and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

The Grantors, for themselves and their successors and assigns, require the City, and its successors and assigns during an immediately impending drainage easement improvement project to take all appropriate measures to protect the ancient Eastern Cottonwood Tree and likewise to take all appropriate protective measures during any subsequent improvement project during which the tree is still alive. If the Eastern Cottonwood Tree (No. 221 on Exhibit D) dies within two (2) years of the improvement project or of a subsequent improvement project and its death was caused in whole or in part by an act, or failure to act, by the City, its contractor, agents, employees, successor or assigns, then the City or its successors or assigns shall pay the Grantors or their successor or assigns fifteen thousand and no/100ths (\$15,000.00) dollars as liquidated damages. If the culpability of the City or its successor or assigns is in dispute that issue shall be resolved by the determination of an expert arborist selected by the Department of Forestry, or its successor, within the University of Minnesota.

The cost for the arborist's conclusion shall be initially be paid one-half by the Grantors, their successors or assigns, and one-half by the City, its successor or assigns. Provided further, if the Grantors, their successors or assigns, prevail then the Grantor's one-half share of the arborist's fees will be reimbursed to them by adding that amount to the liquidated damages award.

The Grantor hereby grants the foregoing easements for the purposes specified above without divesting itself of, and by reserving unto itself, its successors and assigns, the right to use and enjoy the above described Easement Areas, subject only to the right of the Grantee to use the same for the purposes specified above.

The foregoing easements shall be binding upon the Grantor and its successors and assigns, shall inure to the benefit of the City and its successors and assigns, and shall run with the land.

The Grantor, for itself and its successors and assigns, covenants with the City, and its successors and assigns, that Grantor is the owner of the Easement Areas described herein and has good right to grant and convey the easements given herein to the City.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the City, its successors and assigns, forever.

[signature follows on next page]

IN TESTIMONY WHEREOF, the Grantor have caused this easement to be executed as of the _____ day of _____, 2020.

GRANTORS:

By: _____
Myrna G. Smith

By: _____
Charles J. Smith

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing drainage easement was acknowledged before me this _____ day of _____, 2020, by Myrna G. Smith as a Co-Trustee of the Myrna G. Smith Trust Agreement dated August 3, 2016 as amended December 2, 2019, a Grantor AND, as Charles J. Smith as a Co-Trustee of the Charles J. Smith Trust Agreement dated August 3, 2016 as amended December 2, 2019, a Grantor.

Notary Public

Drafted By;
City of Falcon Heights
2077 Larpenteur Ave W
Falcon Heights, MN 55113
651-792-7600

EXHIBIT A

Legal Description

The North 15 feet of Lot four (4) and all of Lot (5), Oak Wood Ramsey Co. Minn. and the vacated alley and the East ½ (Should be West ½) of the North 153 feet of Fulham Street (vacated) accruing thereto and Ridgewood Terrace (vacated) accruing thereto.

Abstract Property

EXHIBIT B

Legal Description for Easement Areas

Beginning at the point of intersection of the northerly line of Lot 5, Oak Wood Ramsey Co. Minn., extended easterly, with the easterly line of the westerly one-half of Fulham Street (vacated); thence North 89 degrees 44 minutes 11 seconds West (Basis of Bearings: The northerly line of Lot 5, Oak Wood Ramsey Co. Minn. Is assumed to bear North 89 degrees 44 minutes 11 seconds West), along the said northerly line of said Lot 5 extended and said Lot 5, for a distance of 123.56 feet; thence South 66 degrees 48 minutes 17 seconds West 19.50 feet; thence South 33 degrees 34 minutes 27 seconds East 40.30 feet; thence North 64 degrees 33 minutes 17 seconds East 49.33 feet; thence North 75 degrees 54 minutes 29 seconds East 13.21 feet; thence North 81 degrees 43 minutes 30 seconds East 32.15 feet; thence North 77 degrees 18 minutes 17 seconds East 23.55 feet; thence North 83 degrees 39 minutes 19 seconds East 7.06 feet to a point on the easterly line of the westerly one-half of Fulham Street (vacated); thence North 00 degrees 18 minutes 57 seconds East, along the easterly line of the westerly one-half of Fulham Street (vacated) a distance of 5.70 feet to the Point of Beginning,

EXHIBIT C

Depiction of Easement Areas

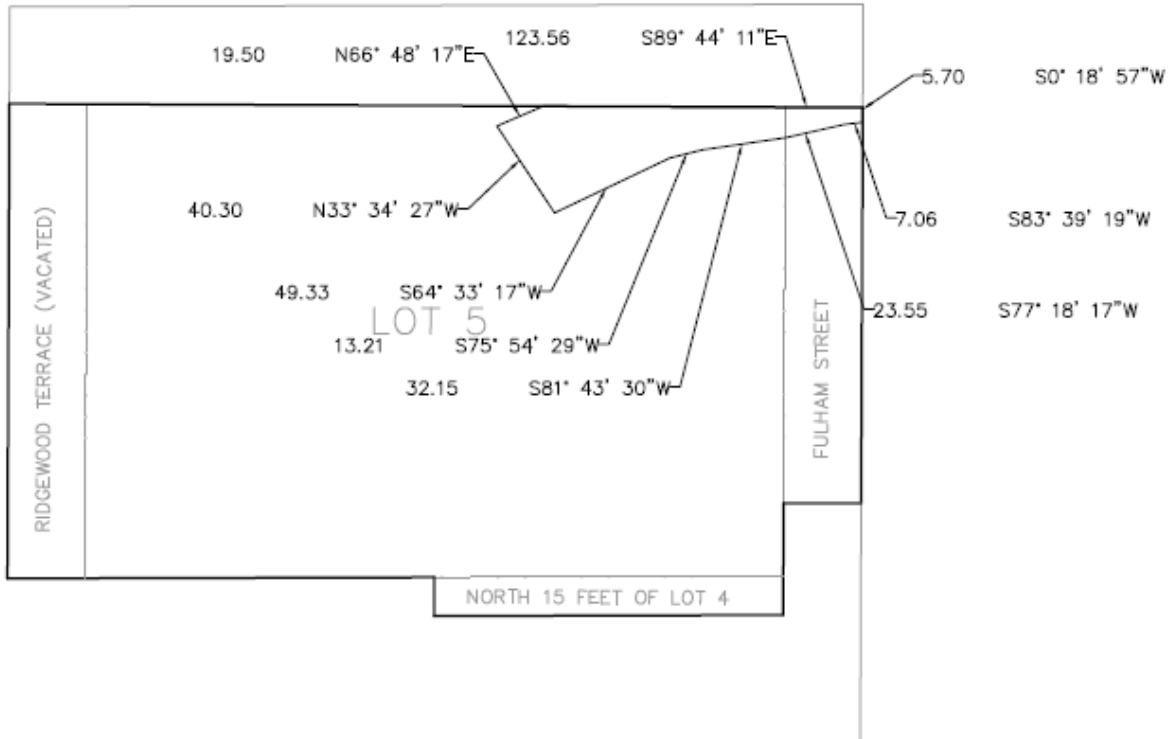
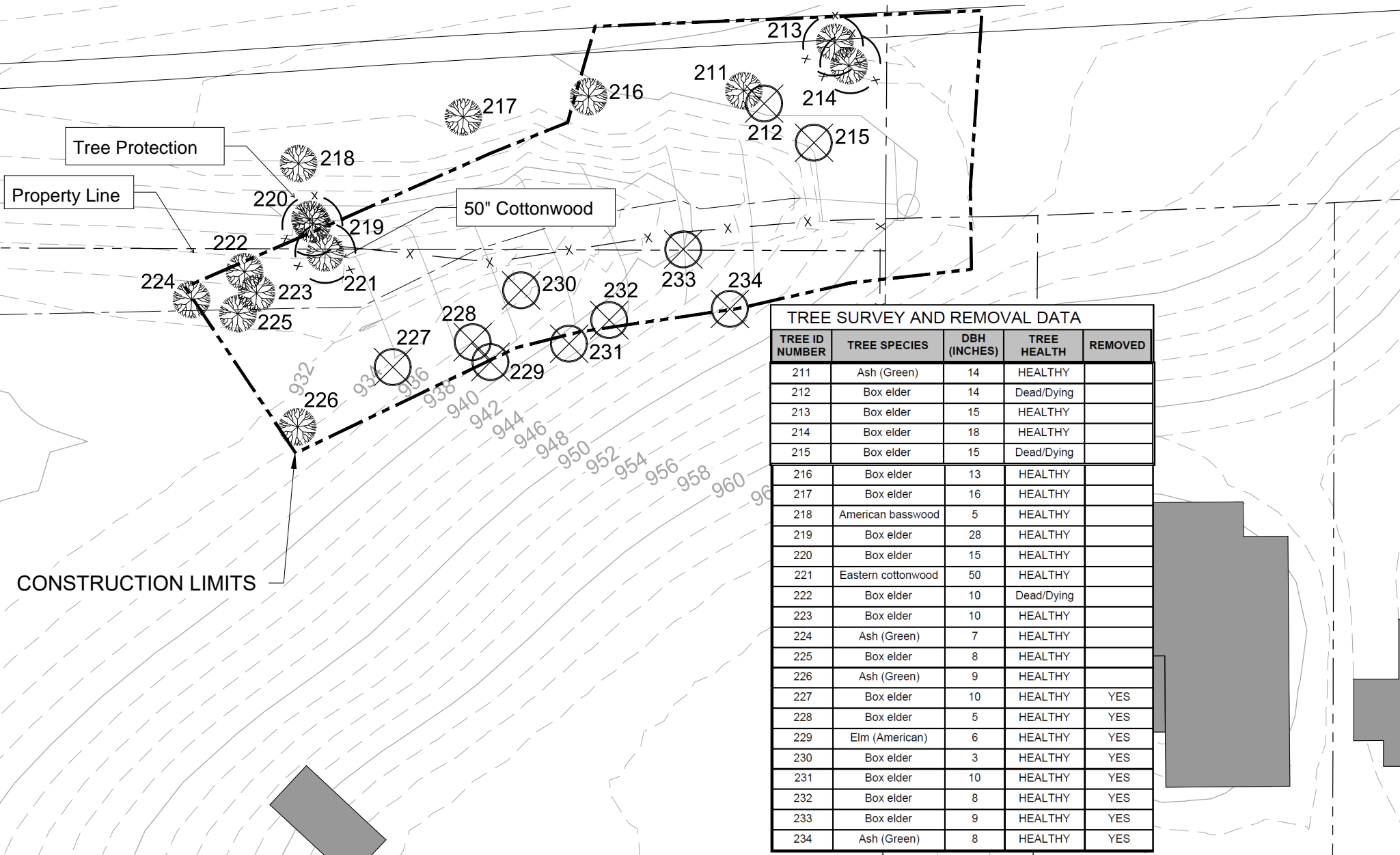


EXHIBIT D

Tree Exhibit

Seminary Pond Improvements East Outfall Tree Removals and Protection



TREE SURVEY AND REMOVAL DATA				
TREE ID NUMBER	TREE SPECIES	DBH (INCHES)	TREE HEALTH	REMOVED
211	Ash (Green)	14	HEALTHY	
212	Box elder	14	Dead/Dying	
213	Box elder	15	HEALTHY	
214	Box elder	18	HEALTHY	
215	Box elder	15	Dead/Dying	
216	Box elder	13	HEALTHY	
217	Box elder	16	HEALTHY	
218	American basswood	5	HEALTHY	
219	Box elder	28	HEALTHY	
220	Box elder	15	HEALTHY	
221	Eastern cottonwood	50	HEALTHY	
222	Box elder	10	Dead/Dying	
223	Box elder	10	HEALTHY	
224	Ash (Green)	7	HEALTHY	
225	Box elder	8	HEALTHY	
226	Ash (Green)	9	HEALTHY	
227	Box elder	10	HEALTHY	YES
228	Box elder	5	HEALTHY	YES
229	Elm (American)	6	HEALTHY	YES
230	Box elder	3	HEALTHY	YES
231	Box elder	10	HEALTHY	YES
232	Box elder	8	HEALTHY	YES
233	Box elder	9	HEALTHY	YES
234	Ash (Green)	8	HEALTHY	YES

EXHIBIT E

Drainage Area



Fulham St & Folwell Ave Drainage Area

Prepared by:
Engineering Department
October 23, 2020

- Existing Storm Sewer
- Drainage Area (1.1 acres)
- Drainage Area (9.9 acres)

Data Sources and Contacts:
 * Ramsey County GIS Base Map (11/2/15)
 * City of Roseville Engineering Department
 For further information regarding the contents of this map contact
 City of Roseville, Engineering Department,
 2660 Civic Center Drive, Roseville MN

DISCLAIMER:
 This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes § 460.03, Subd. 21, (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 80 160 240 320 Feet



mapdoc: Fulham & Folwell Drainage.mxd
 map: Fulham & Folwell Drainage.pdf



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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Policy G4
Attachment	No Parking Resolution
Submitted By	Jesse Freihammer, City Engineer

Item	Approve no parking resolution- Cleveland Ave from Larpenteur Ave to Como Ave.
Description	<p>Ramsey County is proposed to rehabilitate Cleveland Ave from Larpenteur Ave to Como Ave. This street is a part of the County State Aid Highways (CSAH) system.</p> <p>The parking restrictions on this street are not changing. The State requires a Council resolution prohibiting parking where street width does not meet State Aid standards for parking on both sides. This action item is a formality for State Aid approval of the project.</p>
Budget Impact	This action has no impact to the budget, as no parking signs are already in place.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-56 Prohibiting Parking from Various Sections of Cleveland Avenue Between Como Avenue and Larpentuer Avenue Within the City of Falcon Heights
Action(s) Requested	Staff recommends approval of attached resolution for no parking on Cleveland Ave from Larpenteur Ave to Como Ave.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 9, 2020

No. 20-56

**RESOLUTION PROHIBITING PARKING FOR VARIOUS SECTIONS OF
CLEVELAND AVENUE BETWEEN COMO AVENUE AND LARPENTUER AVENUE
WITHIN THE CITY OF FALCON HEIGHTS**

WHEREAS, Cleveland Avenue from Como Avenue to Larpentuer Avenue is County State Aid Highway 46 (CSAH 46), which is part of the County State Aid Highway system;

AND WHEREAS, such roadways are proposed to be rehabilitated using State Aid funds and the rehabilitation of such roadways must conform to established State Aid standards;

AND WHEREAS, Cleveland Ave between Como Avenue and Hoyt Avenue, parking will be restricted on the east side of the street and “no parking” signs will be posted.

AND WHEREAS, Cleveland Ave between Hoyt Avenue and Larpentuer Avenue, parking will be restricted on both sides of the street and “no parking” signs will be posted.

NOW THEREFORE BE IT RESOLVED by, the City Council of the City of Falcon Heights, that parking is hereby prohibited on the east side of Cleveland Ave from Como Avenue to Hoyt Avenue and on both sides of the street between Hoyt Avenue and Larpentuer Avenue.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 9, 2020
Agenda Item	Policy G5
Attachments	Ordinance & Supporting Documents
Submitted By	Molly Just, Interim Community Development Coordinator

Item	Amendment to Chapter 113 Regarding Drive Throughs
Description	<p><u>Summary of Request</u> The City has received a request from the owner of Dino’s Mediterranean Fresh (1700 Snelling Drive) for an Ordinance Amendment related to drive-through facilities. The City’s Zoning Ordinance currently prohibits drive through facilities for any use aside from financial institutions. City staff have prepared a draft ordinance on behalf of the applicant to accommodate their facility. It should be noted that the draft provisions would still require the owner to obtain a conditional use permit, which is not a component of this request. Should the amendment be adopted the applicant would need to apply for conditional use permit review which would involve consideration at a subsequent date.</p> <p><u>Planning Commission Action</u> At their November 24th 2020 meeting, the Planning Commission held a public hearing and following the public hearing voted unanimously to recommend the City Council deny the ordinance amendment.</p> <p>The Planning Commission received public input before the hearing and community members attended the meeting to speak in person. Comments from the public centered around the history on the matter of a drive through for Dinos at this location. The community expressed that the conditions have not improved for operating a drive through in this location, citing worsened traffic, loading, parking, and circulation issues in and around the parking lot and alley, the cut through traffic on Crawford, and the aesthetics and noise associated with a drive through. The community and Planning Commissioners expressed dismay over the easing of the existing performance standards that would be necessary to enable a drive through in this location. The Planning Commission expressed concern for amending the ordinance for one business.</p> <p><u>Ordinance Amendment Procedures</u> Section 113-35 of the Falcon Heights City Zoning Code provides the process and requirements relating to amendments to the Code. The process involves public notification; a public hearing, review and recommendation by the Planning Commission; followed by review and consideration by the City Council. The Ordinance states that no amendment to the code shall be considered which is in</p>

conflict with the Comprehensive Plan.

Background

On February 8, 2006, the City Council approved an interim ordinance temporarily prohibiting the granting of any permit to build a new drive-through business facility while the City undertook a study of the impact of drive-through uses in the community. A copy of that study is enclosed for reference. On July 12, 2006, the City Council received the final report on the study and voted to support changes in the Falcon Heights City Code that would limit drive-through services to financial institutions in B-2 zones as a conditional accessory use with additional zoning restrictions. On September 13, 2006 the City Council approved the Ordinance provisions that are currently in place.

Current Ordinance Requirements

Definition:

Drive-through facility means the use of land, buildings or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine, to persons remaining in motorized vehicles that are in a designated stacking lane. A drive-through facility may be permitted only as an accessory use in combination with a bank of financial institution. A drive-through facility does not include a vehicle washing facility, a vacuum cleaning station accessory to a vehicle washing facility, or an automobile/gasoline service station.

Performance Standards:

Sec. 113-252 - Drive-through facilities

Drive-through facilities are prohibited except when specifically allowed by a conditional use permit in a zoning district. When allowed, all drive-through facilities must comply with the following requirements:

- (1) The drive-through facility, service window and speakers must be located at least 100 feet from a residential zoned or used property and must be visually screened from adjoining residential property.
- (2) The entrance and exit drive lanes to the drive-through facility must be at least 75 feet from a street intersection.
- (3) The lot on which the drive-through facility is located must be at least 35,000 square feet in area.
- (4) The minimum on-site stacking distance available for the drive-through must be 180 feet in length.
- (5) Drive-through facilities may only be operated between the hours of 7:00 a.m. and 8:00 p.m.
- (6) No speaker noise may be audible from adjacent residential property.
- (7) A traffic study must be completed documenting that the drive-through facility will not create traffic problems.

District Provisions

Sec. 113-178 - B-2 limited business district

(d) Conditional uses. The following uses are permitted subject to the issuance of a conditional use permit (CUP):

- (1) Drive-through facilities as an accessory use to a financial institution.

Proposed Ordinance Requirements

In response to the applicant's request City staff drafted the ordinance amendment that would allow drive through facilities as a conditional accessory use, and modifies the performance standards in a manner that would allow the applicant's facility to be able to achieve compliance. Additionally, staff drafted an additional provision that would require screening of drive through facilities. The provisions are as follows:

Definition:

Drive-through facility means the use of land, buildings or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine, to persons remaining in motorized vehicles that are in a designated stacking lane. ~~A drive-through facility may be permitted only as an accessory use in combination with a bank of financial institution.~~ A drive-through facility does not include a vehicle washing facility, a vacuum cleaning station accessory to a vehicle washing facility, or an automobile/gasoline service station.

Performance Standards:

Drive-through facilities are prohibited except when specifically allowed by a conditional use permit in a zoning district. When allowed, all drive-through facilities must comply with the following requirements:

- (1) ~~The drive-through facility, service window and speakers must be located at least 10075 feet from a residential zoned or used property and must be visually screened from adjoining residential property.~~
- (2) The entrance and exit drive lanes to the drive-through facility must be at least 7520 feet from a street intersection.
- (3) The lot on which the drive-through facility is located must be at least 35,00020,000 square feet in area.
- (4) The minimum on-site stacking distance available for the drive-through must be 180 feet in length5 stacking spaces.
- (5) Drive-through facilities may only be operated between the hours of 7:00 a.m. and ~~8:00 p.m~~9:00 p.m.
- (6) No speaker noise may be plainly audible from adjacent residential property.
- (7) A traffic study must be completed documenting that the drive-through facility will not create traffic problems.
- (8) A 10-foot buffer area with screen planting and/or an opaque wall or fence 6 feet in height shall be required between the drive-through lane and any property line adjoining a public street or residentially zoned property or property in residential use and approved by the Zoning Administrator.

District Provisions

Sec. 113-178 - B-2 limited business district

(d) Conditional uses. The following uses are permitted subject to the issuance of a conditional use permit (CUP):

(1) Drive-through facilities as an accessory use to a financial institution.

Sec. 113-179 - B-3 Snelling and Larpenteur community business district

((d) *Conditional uses*. The following uses are permitted subject to the issuance of a conditional use permit (CUP):

(15) Drive-through facilities as an accessory use to a financial institution or eating establishment.

Comprehensive Plan Guidance

The term “drive through” is not specifically stated in the Comprehensive Plan. As such, one must look at the broader goals and policies to assess whether expanding provisions for drive throughs is consistent with the document.

A number of the relevant goals and policies are provided below for reference. A digital copy of the plan is provided on the City website:

<https://www.falconheights.org/government/community-development-planning-and-zoning>

General Land Use Goals:

2. To minimize land use and traffic intrusions that adversely impact established neighborhoods.

General Land Use Policies:

8. Permit only compatible businesses adjacent to residential uses and in mixed commercial/residential development, and place special conditions upon business uses to assure compatibility when appropriate.

Commercial/Business Land Use Goals

2. To ensure maximum compatibility with adjacent neighborhoods.

3. To ensure access and safety for pedestrians and those using non-motorized transportation

4. To improve the image and function of the Larpenteur Corridor and the commercial core at Snelling/Larpenteur.

5. To improve access, traffic circulation and on-site parking for the Commercial Core at Snelling/Larpenteur.

Commercial/Business Land Use Policies

7. Maximize land use compatibility by requiring buffering, screening and landscaping between new commercial uses and residential areas and, wherever possible, between existing commercial uses and residential uses to minimize conflict

	<p>In discussion regarding the future direction of the business oriented land uses, the Plan states the following intentions: “create an attractive, easily accessible, walkable and visually secure commercial area for retail customers. minimize adverse impacts on adjacent residential areas...”</p> <p><u>Conclusion</u> Since drive-throughs are not specifically mentioned in the Comprehensive Plan; the decision on the proposed Ordinance is a policy matter at the discretion of the City policy making bodies. Public comment was taken by the Planning Commission. There were several written comments in support of the text amendment, but the majority of the comments and all in-person comments were in opposition to the text amendment. The Planning Commission voted unanimously to recommend that the City Council deny the text amendment. Staff does not support the text amendment as there does not appear to be community support for drive through eating establishments in the B-3 district.</p>
Budget Impact	N/A
Attachments	<ul style="list-style-type: none"> • Draft Ordinance 20-XX Chapter 113 Drive Through Facilities • Draft Summary Ordinance 20-XX Chapter 113 Drive Through Facilities • 2006 Drive Through Facilities Zoning Study by Cornejo Consulting • Public Comments Received
Action(s) Requested	Staff requests that the City Council take action on the application for a zoning ordinance amendment to allow drive through eating establishments in the B-3 zoning district.

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Drive-through Facilities Zoning Study

Falcon Heights, Minnesota



Prepared for:
City of Falcon Heights, Minnesota



Prepared by:
Dan Cornejo
CORNEJO CONSULTING
COMMUNITY PLANNING + DESIGN

July 7, 2006

Drive-through Facilities Zoning Study

Falcon Heights, Minnesota

Table of Contents

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2. Purpose of this Study 3

3. Study Process 4

4. City Policy Context 5

5. Description of B-zoned Properties 7

6. Issues, Concerns, and Policy Directions 7

7. Survey of Regulations in Other Cities 8

8. Policy Options 9

9. Conclusions and Recommendations 10

Attachments

- A. Survey of Falcon Heights Business Parcels
- B. Survey of Zoning Regulations for Drive-through Facilities

Dan Cornejo
CORNEJO CONSULTING
Community Planning + Design
 1657 Saunders Avenue
 Saint Paul, MN 55116-2430
 P 651.699.1927
 F 651.698.0212
 E dancornejo@comcast.net

Drive-through Facilities Zoning Study

Falcon Heights, Minnesota

1. Introduction

Over the past 20-25 years, drive-through facilities have emerged as part of new or retrofitted restaurants, dry cleaners, photo processing outlets, pharmacies, liquor stores, banks and financial institutions, and, more recently, coffee shops. Many early drive-through operations were located on interstate freeway interchanges. Early development of such facilities in metro areas began in outer suburban locations, usually on freeway interchanges or on major arterial roads. However, now it is difficult to find many communities (rural, suburban, or urban) that do not have one or more drive-through facilities. And, more recently, “curbside takeout” or “curbside pick-up” from so-called casual dining restaurants has become one of the fastest growing areas in the restaurant industry.

Even though drive-through facilities are permitted in all B-zoned properties in Falcon Heights (in some cases, only as a Conditional Use), there are currently no drive-through facilities in Falcon Heights.

On February 8, 2006, the Falcon Heights City Council adopted an Interim Ordinance temporarily prohibiting the issuance of building permits and zoning approvals for drive-through businesses. In that Interim Ordinance, a Drive-through business is defined as:

A business that by design, physical facilities, service or by packaging procedures encourages or permits customers to receive services, obtain goods or be entertained while remaining in their motor vehicles, excluding gasoline service stations.

It is intent of that Interim Ordinance to allow the City of Falcon Heights time to complete an in-depth study concerning changes in official controls for drive-through businesses, and in the interim to protect the planning process and the health, safety, and welfare of the citizens of the community.

2. Purpose of this Study

The purpose of this study is to:

1. Clarify the City’s interest in addressing the development impacts of sites with drive-through facilities;

2. Establish standards and criteria for the design of sites with drive-through facilities, integrating operational elements, site design, building design, with a focus on assisting this issue in making a positive contribution to the surrounding context and pedestrian streetscape; and
3. Make recommendations for any needed zoning code amendments.

3. Study Process

The primary tasks for this study were as follows:

Task 1: Analysis of Issues

A. Analyze the following drive-through facilities issues:

1. Traffic (access, egress, and pedestrian safety).
2. Quality of life issues, such as noise, compatibility with residential uses, glare from car lights, and litter.
3. Lot coverage and drainage.

B. Survey requirements and regulations in other cities.

Task 2: Site Survey and Documentation

Conduct site visits to all B-zoned properties in Falcon Heights, and work closely with City staff to document property characteristics and map these properties.

Task 3: Presentation and Participation at Community / City Council Meetings

The City desired to sponsor several opportunities for the community, including property owners of B-zoned properties, to investigate these issues and make recommendations about the City's land use controls in these areas. To accomplish this, the City, in collaboration with the consultant, scheduled the following meetings, in the consultant presented his findings, solicited feedback, and participated in the discussion. These meetings were facilitated by a neutral third-party, Aimee Gourlay from the Mediation Center at Hamline University.

Meeting 1: Discussion of issues, concerns, and observations. Formulation of needed data collection. (Thursday, April 13)

Meeting 2: Discussion of data collected, formulation of policy recommendation. This meeting also included requests for further information and additional data collection. (Thursday, May 11).

Meeting 3: Development of draft policy options for City Council. (Thursday, June 8).

City Council Meeting: Consultant presentation of study findings, including a summary of community feedback, and recommendations. (Wednesday, July 12).

Task 4: Prepare Report and Recommendations

Preparation of this final report on findings and recommendations on proposed zoning code amendments, including design guidelines (1) to assist applicants in making informed decisions when developing site plan / conditional use / variance permit applications, and (2) to guide staff, the Planning Commission, and the City Council in evaluating and making decisions on those applications.

4. City Policy Context

Comprehensive Plan

Several sections of the Falcon Heights Comprehensive Plan provide expressions of the type and character of commercial uses desired in the community.

With regard to the Snelling/Larpenteur Commercial Core, the Background section of the Comprehensive Plan states that the northeast quadrant (and southwest) quadrants will remain relatively stable.

The Commercial / Business Areas section of the Land Use Element states that it is the intention of the Plan that the Snelling/Larpenteur Commercial Core maintain its mixed use character, that it be substantially upgraded and redeveloped, as appropriate, to improve its commercial viability as a community retail area and accessibility while meeting standards of design that are consistent with the City's goals. Further, it states that it is the intent of the City that the core provide limited retail trade, business services, and offices to satisfy the needs of the immediately surrounding community and complement the adjacent residential areas. Some uses which draw from a larger market area may be permissible provided that they do not have the potential for negative impacts on adjacent residential property (emphasis mine.)

City Code (Chapter 9 Planning and Development)

"B" zoning in Falcon Heights is restricted primarily to collector and arterial streets. See Falcon Heights Zoning Map on the following page and in Attachment A.

Because most of the B-zoned properties are located on major roadways (Snelling and Larpenteur Avenues), this situation creates unique challenges in access to these sites due to high traffic counts. Also, most of these B-zoned properties are adjacent to residentially-zoned and residentially-used properties, creating unique challenges for compatibility and quality of life considerations.

Generally, the purpose and intent sections of the B-zoning districts are as follows (see Attachment A for full text excerpts):

B-1 Neighborhood Convenience District

To provide for small scale consumer goods stores and limited service establishments; intended to serve the surrounding neighborhood rather than the entire community.

B-2 Limited Business District

To provide for office and limited service, employment and institutional uses which are freestanding in nature, require large sites, and are or can be made compatible with adjacent land uses. This district is not intended to accommodate retail or wholesale business.

B-3 Snelling and Larpenteur Community District

To provide retail sales and services that only serve the surrounding neighborhoods' and community's needs. This district is designed to be accessible to retail customers from the nearby neighborhoods, to be compatible with neighborhood character, and to minimize the blighting influences on the surrounding residential neighborhoods. It excludes highway oriented and other high traffic volume businesses that would tend to disrupt the cohesiveness of the shopping center or its circulation patterns and shared parking arrangements.



- B-1: Neighborhood Convenience District
- B-2: Limited Business District
- B-3: Snelling and Larpenteur Community Business District
- Falcon Heights Town Square (PUD)
- Parcels
- City Boundary

Subdivision 2 Definitions defines Drive-In as follows:

Any use where products and/or services are provided to the customer under conditions where the customer does not have to leave the car or where the service to the automobile's occupants is offered regardless of whether service is also provided within a building. This shall include, but not necessarily be limited to, the following: car and truck wash, drive-in banking, restaurants where some of all customers may consume their food and/or beverages in an automobile, restaurants providing carryout or delivery service, service stations, parcel pick-up, and similar uses.

5. Description of B-zoned Properties

Falcon Heights has 27 B-zoned parcels: Eight (8) are zoned B-1; eight (8) are zoned B-2; and eleven (11) are zoned B-3. Some of these parcels are single and isolated, and others are part of consolidations. They are located as shown on the map on the previous page.

Roughly one-fourth of the parcels are small (under 20,000 sq. ft.); most of these are zoned B-1. Another one-fourth of the parcels are between 20,000 and 30,000 sq. ft. The balance range from 50, 530 sq. ft. up to 548,000 sq. ft.

Each of these parcels is described fully in Attachment A, along with two charts at the end of that Attachment that list all of the properties by current occupant, address, Property Identification Number (PIN), width and depth, and total area. The first chart lists the properties by location, and the second one lists the properties with respect to size, from smallest to largest.

6. Issues, Concerns, and Policy Directions

Attendees at the three community meetings expressed a range of concerns about drive-through facilities, from noise (from speaker box, patrons ordering), traffic both on and off site, pedestrian safety, hours of operation, lighting (glare from circling cars), effect on property values, and trash and loitering.

The main messages from this input can be summarized as follows;

- Severely restrict the locations of drive-through facilities, but don't necessarily prohibit them. Regulate all types of drive-through facilities, including "curbside take-out."
- Reduce the negative impact on residential uses. Retain livability, quality of life, and neighborhood character. Consider a minimum distance between drive-through operation and adjacent residentially-zoned or residentially-used properties. Consider a minimum lot size to ensure sufficient space on-site to

incorporate measures to improve compatibility with adjacent and nearby residential uses.

- Where a drive-through facility is permitted, make it a Conditional Use, with specific and clear guidelines for the site plan review.
- Nearby residents should NOT hear noise from the speaker box.
- Traffic should NOT overflow into the surrounding neighborhood. Retain, or increase minimum vehicle stacking requirements, and ensure that the stacking lane(s) do not interfere with parking or maneuvering aisles. Consider a larger minimum distance between driveways and street intersections.
- Keep pedestrians safe, both on and off site. Improve the quality of the public realm and pedestrian environment.
- Limit hours of operation.
- Shield glare from car lights.

7. Survey of Regulations in Other Cities

A survey was conducted of the zoning regulations for drive-through facilities in nineteen (19) other communities in the Twin Cities metro area and in nine (9) other cities in the U.S. These cities were selected by the consultant and City staff.

Categories of regulations studied were: Use (Permitted or Conditional), Distance Requirements, Minimum Lot Sizes, Open Space, Stacking Lanes, Hours of Operation, Noise, and Lighting.

A chart of the “Survey of Zoning Regulations for Drive-through Facilities” can be found in [Attachment B](#).

Findings can be summarized as follows:

- Use. Most jurisdictions that allowed drive-through facilities (either as a primary or accessory use) permitted them only as a Conditional Use, with a required Site Plan Review provision.
- Distance Requirements. Many jurisdictions required minimum distances not only from adjacent residential, but also from schools, churches, institutions, and public recreation areas. One required a minimum distance (1,320 ft.) from another drive-through. Several had minimum distances between the speaker box and/or the pick-up window and residential uses. Most minimum distance requirements ranged from 20 ft. to 500 ft.

- Minimum Lot Size. Several of the cities surveyed had a minimum lot size requirement, ranging from 10,000 sq. ft. to 30,000 sq. ft.
- Open Space. Generally, cities did not have landscaping requirements that were specifically related to drive-through facilities. However, one city surveyed, Sacramento, California, does have the requirement for a 6 ft. high masonry sound wall when the drive-through facility site is contiguous to a residentially-zoned or use property.
- Stacking Lanes. Requirements ranged from “Adequate stacking” to “Stacking for 10 cars.” Stacking for 6 to 8 cars (roughly 180 ft.) seemed to be the norm.
- Hours of Operation. Several jurisdictions limited hours of operation as a condition of approval, with 7:00 am to 10:00 pm being the norm.
- Noise. Some jurisdictions required that noise (from electronic devices or speaker boxes) not be audible from nearby residentially used property, while others specified decibel levels that should not be exceeded (50-60 dBA).
- Lighting. Most jurisdictions had no site or parking lot lighting regulations for drive-through facilities in addition to those normally required the primary use. However, several required that the glare from cars in parking lot maneuvering aisles and stacking lanes be shielded from adjacent property.

8. Policy Options

Based on the input and advice received from the three community meetings, my analysis of the survey of drive-through regulations in other cities, and my consideration of the intent and thrust of the Falcon Heights Comprehensive Plan, as well as the purpose and intent sections of all three Business Districts in the City Code, the following policy options are presented (see also the chart on the following page):

- All three options prohibit drive-through facilities in the B-1 District.
- Two options offer approaches that allow drive-through facilities as accessory uses in B-2 and B-3 Districts, but with varying specificities for the regulatory categories.
- Option #1 permits drive-through facilities as an accessory use in the B-2 and B-3 Districts only for banks or financial institutions.
- Option #2 permits the drive-through facilities only for banks and financial institutions in the B-2 District and for all uses in the B-3 District. Option #2 incorporates requirements that are more restrictive than those in Option #1.

- The Option #3 calls for the prohibition of drive-through facilities in all Business Districts.

These three options are presented in the chart below:

Policy Options for Drive-through Regulations			
	Option #1	Option #2	Option #3
Business Zones	PROHIBITED in B-1; B-2, B-3 (see below)	PROHIBITED in B-1; B-2, B-3 (see below)	PROHIBITED in all zones
Permitted Use	PROHIBITED	PROHIBITED	
Conditional Use with Site Plan Review	Drive-through accessory use for ONLY BANKS	Drive-through accessory use for ONLY BANKS in B-2; for ALL USES in B-3	
Distance Req. - building, speaker, service window	50 ft. from residential.; not in required yard	100 ft. from residential.; not in required yard	
Distance Req. - driveway	20 ft. from intersection	75 ft. from intersection	
Minimum Lot Size	>20,000 sq. ft.	>30,000 sq. ft.	
Stacking Spaces	8 spaces / 180 ft.; no interference with parking; not in required yard	8 spaces / 180 ft.; no interference with parking; not in required yard	
Hours of Operation	7:00 am to 10:00 pm	7:00 am to 10:00 pm	
Noise	<50 dBA	Not audible from residential	
Lighting	No glare onto adjacent property	No glare onto adjacent property	
Traffic Impact Study	Required	Required	

9. Conclusions and Recommendations

The overriding sentiment expressed during the community meetings was that the pedestrian character of the residential areas, defined by the sense of safety in the public realm, was at the core of why people lived in Falcon Heights. Further, most of the attendees advised that the few business districts that exist should be developed in such a manner that they serve primarily the local residential neighborhoods, and that their character should be “local” in the types of goods and services offered, and in design and site layout. The businesses should be compatible not only with the immediately adjacent properties, but compatible with the surrounding area, especially in terms of vehicle access, circulation, and shared parking arrangements.

This point of view is supported by the direction laid out in the Comprehensive Plan, and reinforced by the intent and purpose statements for all three of the Business Districts

permitted in the City Code. Further, these existing policy statements acknowledge that the Falcon Heights community lies between larger urban centers (i.e., Saint Paul and Roseville) that provide many opportunities for “regional shopping” and car-oriented suburban environments.

Therefore, I recommend that the City of Falcon Heights adopt Option #3 and amend its zoning regulations to prohibit all drive-through facilities.

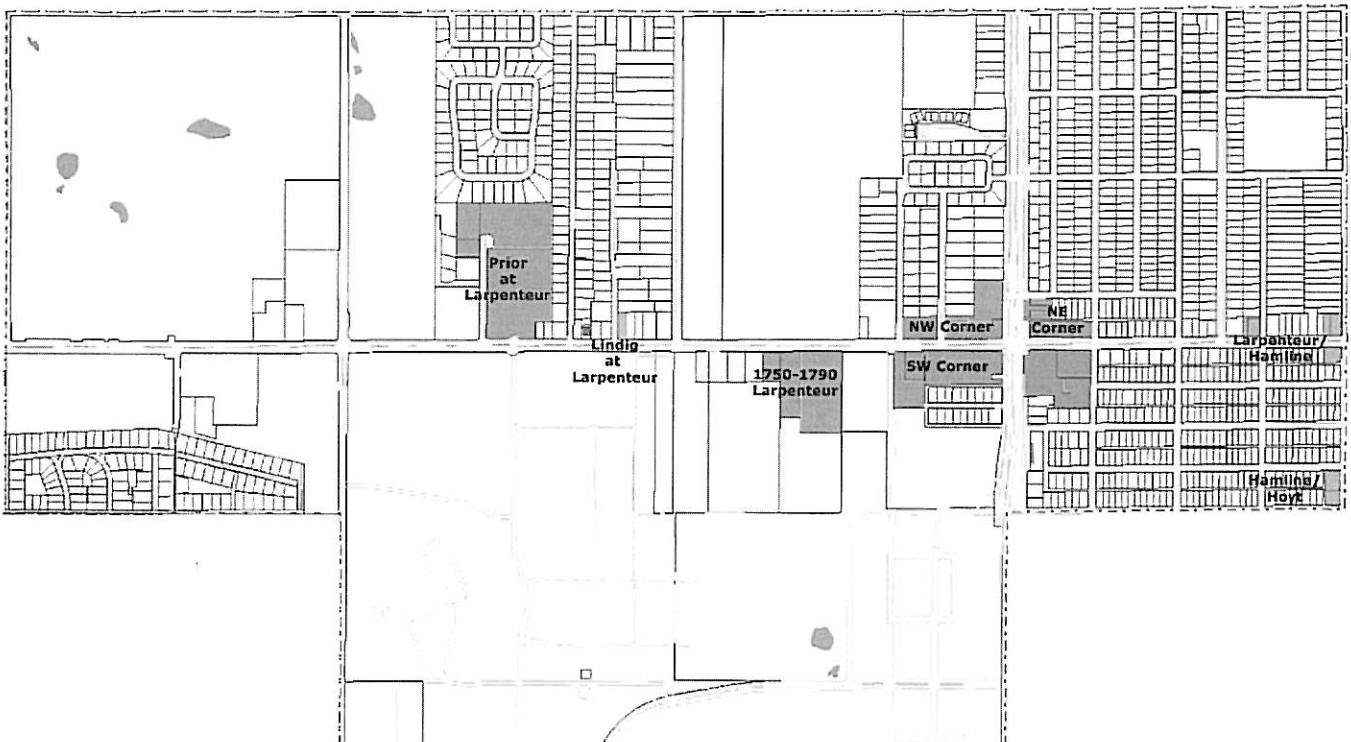
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



City of Falcon Heights
Study on Drive-Through Businesses
May 11, 2006

Attachment A

Survey of Falcon Heights Business Parcels (B-1, B-2, and B-3)



-  B-1: Neighborhood Convenience District
-  B-2: Limited Business District
-  B-3: Snelling and Larpenteur Community Business District
-  Falcon Heights Town Square (PUD)
-  Parcels
-  City Boundary

“B-1” Neighborhood Convenience District, Purpose and Intent (9-8.01, Subd. 1),
“B-2” Limited Business District, Purpose and Intent (9-9.01, Subd. 1), “B-3” Snelling and
Larpenteur Community Business District, Purpose and Intent (9-10.01, Subd. 1)

...

PART 8. "B-1" NEIGHBORHOOD CONVENIENCE DISTRICT

9-8.01 "B-1" Neighborhood Convenience District

Subdivision 1. Purpose and Intent. The purpose of the neighborhood convenience business district is to provide for small scale consumer goods stores and limited service establishments which deal directly with the customer by whom the goods and services are consumed. The maximum business size limit is 5,000 square feet. Some business areas may be further restricted by zoning regulations to avoid adverse impacts on residential neighborhoods. The district is primarily intended to serve the surrounding neighborhood rather than the entire community. It is designed to be accessible to retail customers from the nearby neighborhoods, to be compatible with the character of the neighborhoods, and to minimize the blighting influence on surrounding residential neighborhoods by limiting and controlling of the uses that are permitted.

...

PART 9. "B-2", LIMITED BUSINESS DISTRICT

9-9.01 "B-2", Limited Business District

Subdivision 1. Purpose and Intent. The primary purpose of the limited business district is to provide for office and limited service, employment and institutional uses which are freestanding in nature, require larger sites and are or can be made to be compatible with adjacent land uses. It is also intended to accommodate certain existing businesses for the purpose of maintaining them as conforming uses. Except where current retail or wholesale businesses are specifically listed, the limited business district is not intended to accommodate retail or wholesale businesses. The district is designed to minimize the blighting influence on the surrounding residential neighborhoods by limiting and controlling the uses that are permitted.

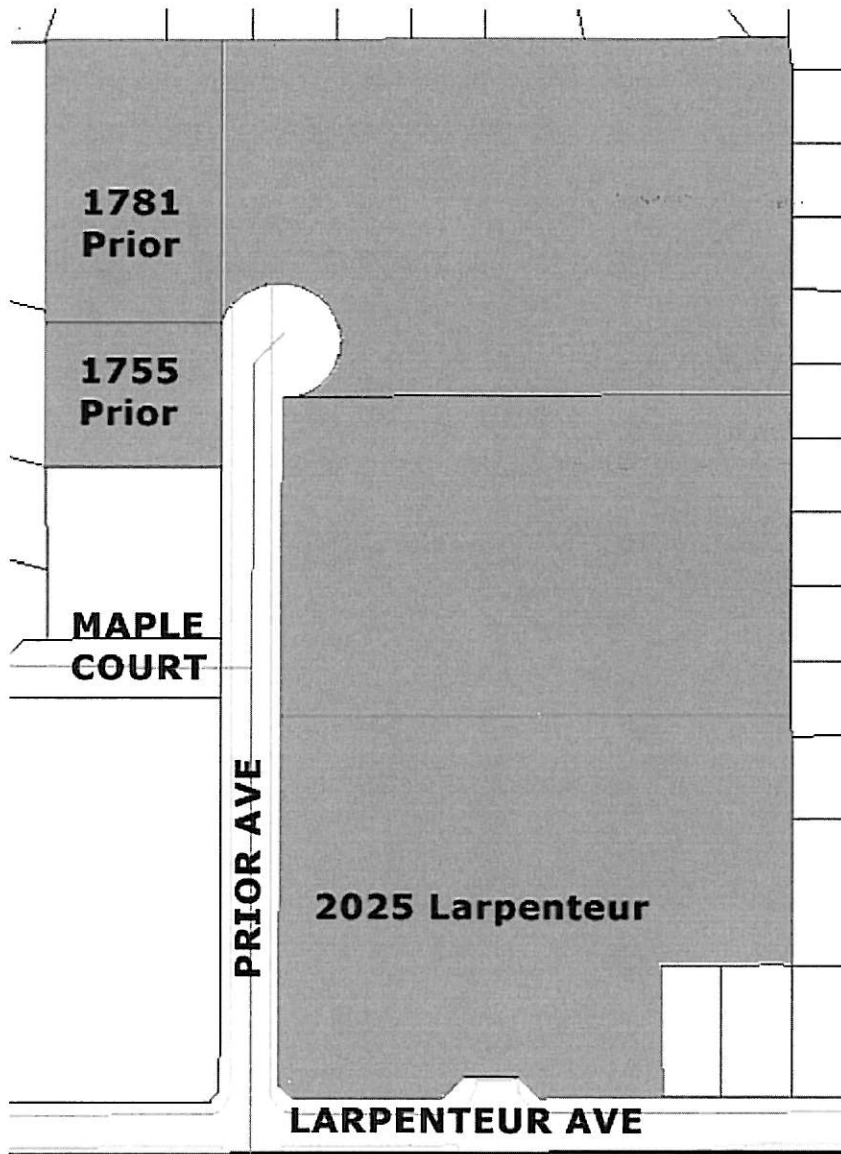
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PART 10. "B-3" SNELLING AND LARPEUTEUR COMMUNITY BUSINESS DISTRICT

9-10.01 "B-3", Snelling and Larpenteur COMMUNITY Business District

Subdivision 1. Purpose and Intent. The district applies only to the four quadrants of the Larpenteur and Snelling intersection. The district is designed to provide retail sales and services that only serve the surrounding neighborhoods' and community's needs. Retail sales and services that serve a larger geographic area are available in larger, nearby business districts in adjacent cities. By limited and controlling the uses that are permitted, the district is designed to be accessible to retail customers from the nearby neighborhoods and the community, to be compatible with the character of the neighborhoods and overall community, and to minimize the blighting influence on the surrounding residential neighborhoods.

Furthermore, the district provides for and encourages compact centers for retail sales and services by grouping businesses into patterns of workable relationships that complement each other. The district is designed to be easily accessible to users. It excludes highway oriented and other high traffic volume businesses that would tend to disrupt the cohesiveness of the shopping center or its circulation patterns and shared parking arrangements.



2025 Larpenteur (B2)

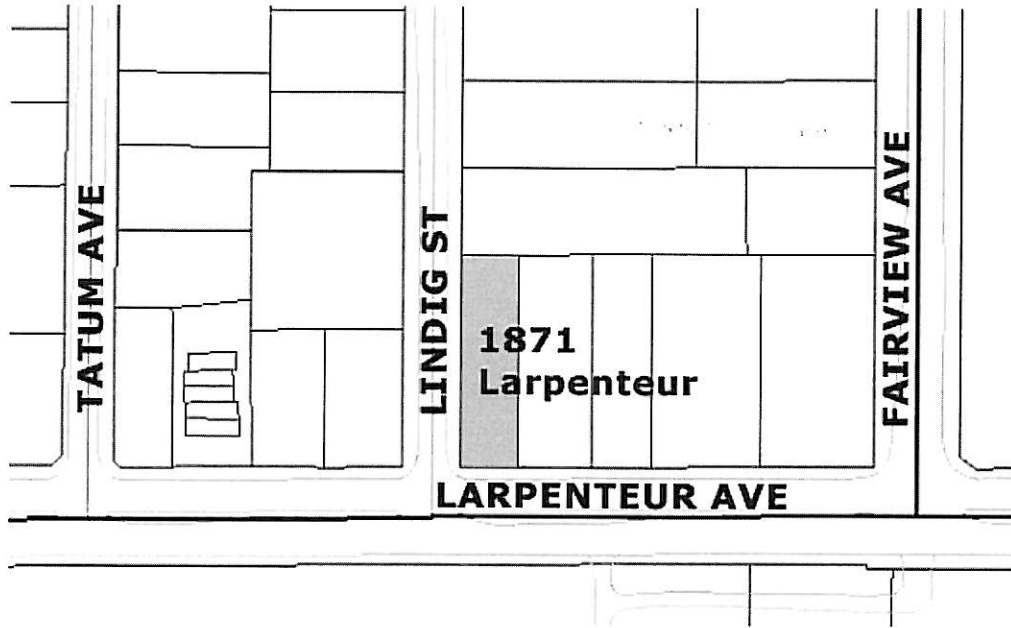
PIN#: 162923340080,
 162923340078,
 162923340094
 Width: 515 ft.
 Depth: 1317 ft.
 Area: 548,357 sq. ft.

1755 Prior (B2)

PIN# 162923330021
 Width: 145 ft.
 Depth: 177 ft.
 Area: 25,665 sq. ft.

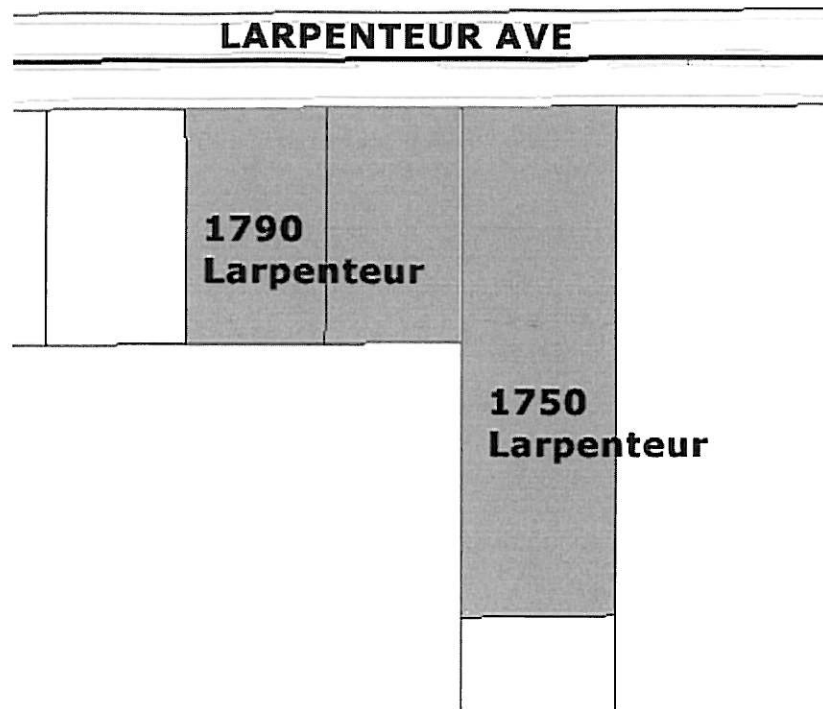
1781 Prior (B2)

PIN# 162923330020
 Width: 287 ft.
 Depth: 177 ft.
 Area: 50,887 sq. ft.



1871 Larpenteur (B1)

PIN#: 162923340022
Width: 57 ft.
Depth: 215 ft.
Area: 12,255 sq. ft.



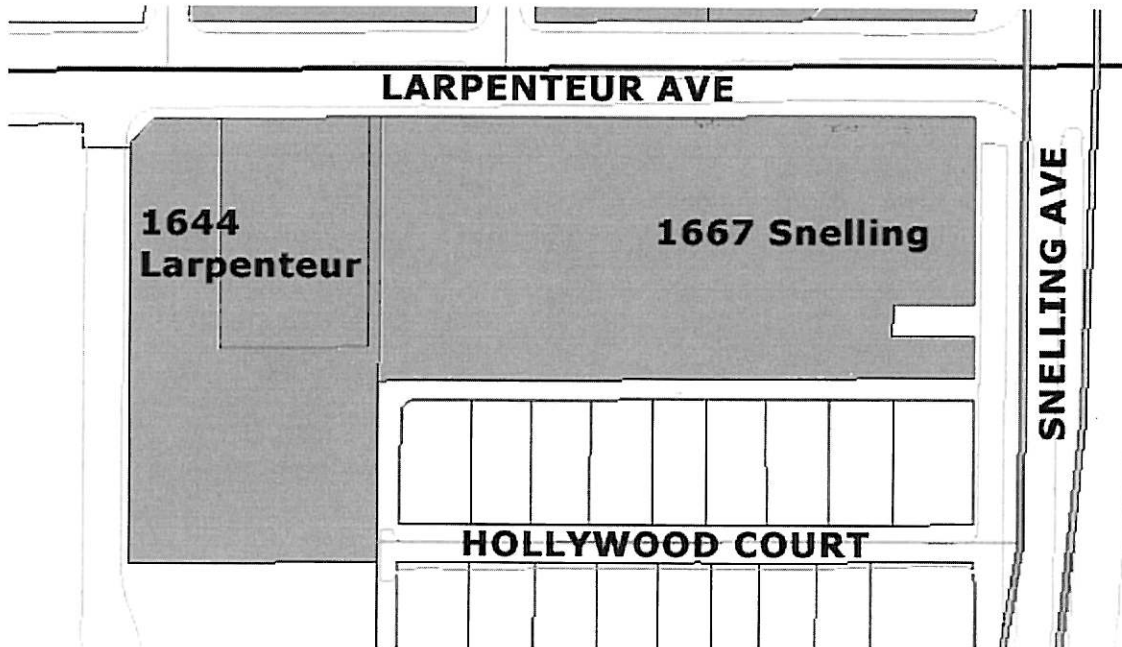
1790 Larpenteur (B2)

PIN#: 212923120005, 212923120006
Width: 283 ft.
Depth: 241 ft.
Area: 67,954 sq. ft.

1750 Larpenteur (B2)

PIN#: 212923120007
Width: 158 ft.
Depth: 638 ft.
Area: 81,893 sq. ft.

Total Area: 149,847 sq. ft.



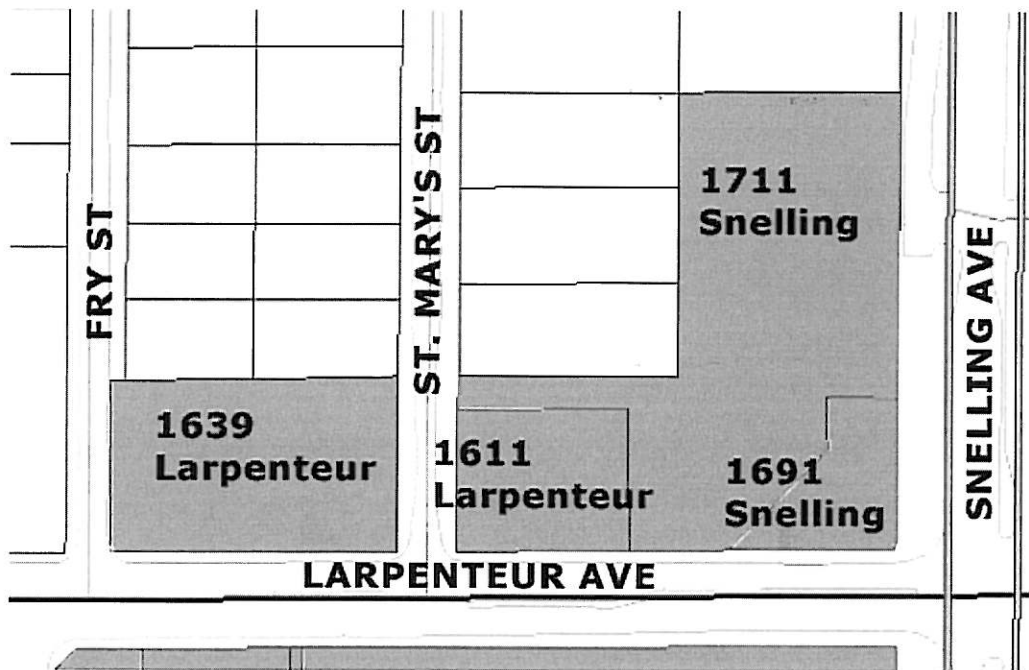
1667 Snelling (B3)

PIN#: 212923110030
Width: 273 ft.
Depth: 607 ft.
Area: 162,479 sq. ft.

1644 Larpenteur (B3)

PIN# 212923110028, 212923110029
Width: 250 ft.
Depth: 500 ft.
Area: 112,385 sq. ft.

Total Area: 274,864 sq. ft.

**1639 Larpenteur (B3)**

PIN#: 162923440047
 Width: 201 ft.
 Depth: 174 ft.
 Area: 50,530 sq. ft.

1611 Larpenteur (B3)

PIN#: 162923440074
 Width: 175 ft.
 Depth: 144 ft.
 Area: 25,265 sq. ft.

1711 Snelling (B3)

PIN#: 162923440073
 Width: approx. 462 ft.
 Depth: approx. 225 ft.
 Area: 91,476 sq. ft.

1691 Snelling (B3)

PIN#: 162923440067
 Width: 172 ft.
 Depth: approx. 100 ft.
 Area: 16,553 sq. ft.



1533 Larpenteur (B3)

PIN#: 152923330136, 152923330140
Width: approx. 482 ft.
Depth: 126 ft.
Area: 73,445 sq. ft.

1700 Snelling (B3)

PIN#: 152923330105, 152923330139
Width: 107 ft.
Depth: 218 ft.
Area: 23,547 sq. ft.



1407 Larpenteur (B1)

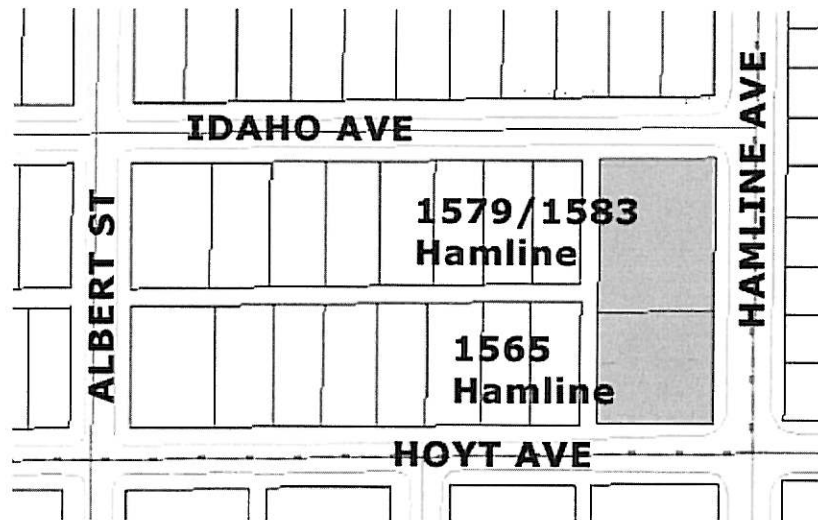
PIN#: 152923340061, 152923340061
 Width: 139 ft.
 Depth: 207 ft.
 Area: 21,780 sq. ft.

1347 Larpenteur (B1)

PIN#: 152923340132, 152923340020
 Width: 146 ft.
 Depth: 172 ft.
 Area: 25,265 sq. ft.

1350 Larpenteur (B1)

PIN#: 222923210001
 Width: 136 ft.
 Depth: 121 ft.
 Area: 16,553 sq. ft.



1579/1583 Hamline (B1)

PIN#: 222923210181
Width: 157 ft.
Depth: 118 ft.
Area: 18,295 sq. ft.

1565 Hamline (B1)

PIN#: 222923210161
Width: 112 ft.
Depth: 118 ft.
Area: 13,068 sq. ft.

Business Property Data – Falcon Heights

Current Occupant	Address	PIN(s)	Width	Depth	Area
Prior (B2)					
TCCU	2025 Larpenteur	162923340080, 162923340078, 162923340094	515	1317	548,357
Knutson	1781 Prior	162923330020	287	177	50,887
Hort Soc	1755 Prior	162923330021	145	177	25,665
CCM (B1)					
	1871 Larpenteur	162923340022	57	215	12,255
Hermes (B2)					
	1790 Larpenteur	212923120005, 212923120006	283	241	67,954
	1750 Larpenteur	212923120007	158	638	81,893
			<i>Hermes Total:</i>		<i>149,847</i>
TIES (B3)					
	1667 Snelling	212923110030	273	607	162,479
	1644 Larpenteur	212923110028, 212923110029	250	500	112,385
			<i>TIES Total:</i>		<i>274,864</i>
NW corner (B3)					
Bucks	1639 Larpenteur	162923440047	201	174	50,530
Chianti Grill	1611 Larpenteur	162923440074	175	144	25,265
Warner	1711 Snelling	162923440073	approx. 462	approx. 225	91,476
Amoco	1691 Snelling	162923440067	172	approx. 100	16,553
NE Corner (B3)					
Falcon Crossing	1533 Larpenteur	152923330136, 152923330140	approx. 482	126	73,445
Dino's	1700 Snelling	152923330105, 152923330139	approx. 107	218	23,547
Larpenteur/Hamline (B1)					
Martinizing	1407 Larpenteur	152923340061, 152923340061	139	207	21,780
Awad Clinic	1347 Larpenteur	152923340132, 152923340020	146	172	25,265
Super America	1350 Larpenteur	222923210001	136	121	16,553
Hamline/Hoyt (B1)					
Blomberg	1579/1583 Hamline	222923210181	157	118	18,295
Auto Repair	1565 Hamline	222923210161	112	118	13,068

Businesses by lot area: smallest to largest

Current Occupant	Zone	Address	Pin(s)	Width	Depth	Area
CCM	B1	1871 Larpenteur	162923340022	57	215	12,255
HH Auto Repair	B1	1565 Hamline	222923210161	112	118	13,068
Amoco	B3	1691 Snelling	162923440067	172	approx. 100	16,553
Super America	B1	1350 Larpenteur	222923210001	136	121	16,553
Blomberg	B1	1579/1583 Hamline	222923210181	157	118	18,295
Martinez	B1	1407 Larpenteur	152923340061, 152923340061	139	207	21,780
Dino's	B3	1700 Snelling	152923330105, 152923330139	107	218	23,547
Chianti Grill	B3	1611 Larpenteur	162923440074	175	144	25,265
Awad Clinic	B1	1347 Larpenteur	152923340132, 152923340020	146	172	25,265
Hort Soc	B2	1755 Prior	162923330021	145	177	25,665
Bucks	B3	1639 Larpenteur	162923440047	201	174	50,530
Knutson	B2	1781 Prior	162923330020	287	177	50,887
Hermes (west)	B2	1790 Larpenteur	212923120005, 212923120006	283	241	67,954
Falcon Crossing	B3	1533 Larpenteur	152923330136, 152923330138	approx. 482	126	70,132
Hermes (east)	B2	1750 Larpenteur	212923120007	158	638	81,893
Warner	B3	1711 Snelling	162923440073	approx. 462	approx. 225	91,476
TIES (west)	B3	1644 Larpenteur	212923110028, 212923110029	250	500	112,385
Hermes (total)	B2	1790 Snelling	212923120005, 212923120006, 212923120007			149,847
TIES (east)	B3	1667 Snelling	212923110030	273	607	162,479
TIES (total)	B3	1667 Snelling	212923110030, 212923110028, 212923110029			274,864
TCCU	B2	2025 Larpenteur	162923340080, 162923340078, 162923340094	515	1317	548,357

NOTES: The "approx" measures are lots with non-rectangular shapes, where the measurement given corresponds with either the dimension of the greater part of the lot or a "perceptual" frontage (in the case of the most irregular parcels, such as the BP station).

Attachment B: Survey of Zoning Regulations for Drive-through Facilities

Falcon Heights Drive-through Study - Cornejo Consulting - July 7, 2006

Minnesota

	Permitted or Cond.?	Distance Req.	Min. Lot Size	Open Space	Stacking Lanes	Hours	Noise	Lighting
Falcon Heights	B-2: Bank (Cond.) B-3: Eating (Permitted) Bank (Cond.) Site Plan Review	driveway 20 ft. from street ROW		25% landscaped	8 cars			
Arden Hills	Special Use Permit in B-2, B-3, B-3; Site Plan Review	400 ft. from school, church, pub. rec. area, residential; 1320 ft. from another drive-through; electronic device 50 ft. from lot line	>24,000 sq. ft.	20 ft. from front lot line; 10 ft. from side lot line; 15 ft. from rear lot line				
Edina	Acc. Use in PCD-2, PCD-3, PCD-4; Site Plan Review				Financial: 3 cars Car Wash: 25cars Acc. Car Wash: 2 cars All other uses: 4 cars			
Little Canada	Cond. Use Permit in B-2, B-3, B4; Site Plan Review	Not less than 5 ft. from resid. Dist.						Hooded
Maplewood	BC Bus. Com'l Dist. SC Shopping Ctr Dist.							
Minneapolis	B4C, B4S, C2, C3S, C4 Site Plan Review		>12000 sq. ft.		Bank Teller 4 cars Restaurant 6 cars			
Minnetonka	B-1-2-3 Bank (Cond.) B-2-3 Eating (Cond.)	100 ft. from resid.			6 cars			PA system not audible from resid.

No. St. Paul	Cond. Use in B-2, B-3; Site Plan Review	200 ft. from school, church, or pub. rec. area 400 ft. from resid.	>30,000 sq. ft.	10% landscaped	3 cars for banks	Req. as condition of approval	>300 ft. from resid. 65-70 dBA	No glare on adjacent prop.
Oakdale	C-2 Permitted Use					6 am to 11 pm if within 100 ft. of resid.		
Plymouth	Cond. Use in C-2, C-3, C-4; Site Plan Review	300 ft. from resid.		Screen all elements of drive-through	Pharmacy: 5 cars All other: 10 cars	7 am to 10 pm	Not audible from resid.	Screen glare from stacking lights
Red Wing	Cond. Use in B-2, B-2a		>10,000 sq. ft.		Fast Food: 4 cars Banks: 4 cars Car Wash: 4-5 cars All other: 3 cars			No glare on adjacent prop.
Richfield	Cond. Use in C-2, C-3, MU-R, MU-C	20-30 ft. from resid. 150 ft. (window, order station, ext. loudspeaker) from resid.			4 cars		50-60 dBA	
Roseville	Cond. Use in B-1B, B-2, B-3, B-6/PUD, SC Site Plan Review							
St. Anthony	Cond. Use in C District							
St. Louis Park	Cond. Use in C-1, C-2, PUD	100 ft. from resid., schools, churches, institutions			6 cars		PA system not audible from resid.	
Saint Paul	Cond. In OS, B1, B2 Perm. In B3, B4, B5	60 ft. from resid. 60 ft. from intersec. To the side or rear		6 ft. buffer area w. planting and fence				
Wayzata	Cond. Use in C-2 (banks) C-3, C-4 (banks, restaurants)			5 ft. green strip	>180 feet	Limited as necessary	Satisfy State regs.	
West St. Paul	Cond. Use in B-2, B-3, B-4	Not in front yard or setback area		Screen headlights	Adequate stacking; provide bypass lane		Not audible bet. 10 pm and 7 am	
White Bear Lake	Cond. Use in B-3			5 ft. landscaped screen				Not visible from public ROW or resid.

Outside Minnesota																			
East Lansing MI	Cond. Use in B-1 (banks, dry cleaners); Cond. Use in B-2 (rest.); Prohibited in B-3	>400 from resid.																	Reflected away from adjacent streets and resid.
Evanston IL	Special Use in B-2, C-1, C-2, D-1, D-3, D-4, O-1																		<50 dBA
Oak Park IL	Permitted in B-1, B-2, C; Special Use in B-3, B-4																		
Overland Pk KS	Permitted in CP-2	200 ft. (order box, pick-up window, drive-in stall) from resid.						Adequate car stacking											
Pasadena CA	Cond. Use; Site Plan Review	500 ft. from park, school, another fast food																	Req. Hours of Operation Plan
Sacramento CA	Cond. Use in several zones	>25 ft. from driveway								6 ft. high masonry wall screen from resid.									7 am -10 pm
Santa Monica CA	Cond. Use in C-4; Architectural Review																		7 am -10 pm
Wheaton IL	Special Use in C-2, C-3, C-4; Site Plan and Architectural Review																		30 ft. from resid.; <50 dBA
Whitefish Bay WI	Cond. Use in Silver Spring Drive Business District, and only if less than half of sales are from drive-through operations; Site Plan and Architectural Review																		<55 dBA

This message is in response to the communication received about the request made by Dino's for an amendment to allow a drive-through. I'm disappointed that we are revisiting this request. The neighbors voiced their opinions and made clear their feelings about this a number of years ago - those have not changed. The addition of a drive-through at this location would bring an unwanted change to the personality of this residential neighborhood. Close as we are to the business district, this would be a distraction totally out of character with the surrounding homes.

At the time of the last request, we did manage to get a stop sign stating "No Right Turn" onto Crawford. I can tell you that it is basically ignored by a large percentage of the vehicles leaving the Dino's parking lot. While I realize they are not in a position to monitor this, I feel that if this amendment is approved, any promises made about noise, lighting, and additional traffic will also be ignored. Crawford is already used as a cut-through for vehicles gaining access to Snelling. The addition of a drive-through will only increase that traffic.

I find it interesting that the hearing on this matter lands on the day before a holiday, during a pandemic that demands social distancing and a populace exhausted from a fractious election. I hope that a light turnout from the citizenry will not be construed as a lack of interest on our part.

I appreciate your taking the time to consider these comments on what I believe would be a poor decision for Falcon Heights. The statement at the bottom of your stationery says "Families, Fields and Fair." I don't see a drive-through fitting into any of those areas.

Jean McPherson
1724 Asbury Street
Received on 11/16/2020

Hi Sack and the City Council,

I am unable to attend the public hearing tomorrow due to concerns around COVID, but would like to send comments. I live on Asbury a half a block away from Dino's. My primary concern is the potential for increased traffic out the exit on Crawford and increased traffic down Asbury. There are multiple families with young children on this street, and I am very concerned about safety. We don't have sidewalks and so children use the street to ride bikes. People are also walking and walking dogs, and any increase in non-residential traffic through the neighborhood is dangerous.

The drive-through ordering systems are often loud, and would be obnoxious for those living close-by. This is not a business district.

Dino's is not as fast as restaurants like McDonalds, and a drive-through would very likely back up quickly as customers wait for orders. The Chipotle drive-through near County Rd C and Snelling is a prime example. It creates a huge back-up of cars and is not convenient as a patron. The Dino's parking lot is not very big, and this could create significant traffic problems.

I do also think that this change to the city code would set a problematic precedent.

I am strongly against this change in city code, as well as the more specific request for a Dino's drive-through.

Best,

Anna Milone
(1738 Asbury St)

Planning Commission,

Our household is in favor of updating the City Code to allow for a drive-thru for Dino's restaurant. Our city has so few commercial businesses, and we believe it is important to support those that are here.

As a family with small children, it would make it immensely easier for us to eat at Dino's with a drive-thru option. And with COVID-19 regulations constantly in flux (for who knows how long), it seems wise to allow this restaurant another option for serving customers without requiring them to come inside the building.

We are not personally concerned about any extra traffic this could bring to the neighborhood. The vast majority of cars are going to be heading away from the neighborhood toward Snelling, as most of them already do.

Thanks,

Jacob and Ashley Brooks
Falcon Heights residents

Received on 11/23/20

Hello Randy and Sack,

I sent in an email comment supporting the drive-through ordinance change, but would also like to suggest that during a crisis as acute as Covid has been for businesses, that the City should move at a pace much quicker than usual. Waiting for the next regularly scheduled City Council meeting or other regularly paced procedure won't save businesses that have had their income stopped. The Federal Government moved very quickly with extraordinary legislation, at least initially, and I don't see why a small city can't be even more nimble. Thanks for your consideration.

--

Les Everett
1794 Tatum St., Falcon Heights, MN 55113

Hello,

I will not be attending the hearing this evening.

For several reasons I am against allowing drive-throughs in Falcon Heights.

Sincerely,
Jody Wirth
1795 Pascal

I support Dino's adding a drive-through. However, I am concerned about new fast food establishments being built in the area. I would like the council to discourage new fast food establishments.

Is it possible to craft the ordinance amendment to only allow drive-throughs at **existing** restaurants? In other words, it would NOT apply to new construction or new restaurants built in the B-3 district.

Thank you,
Shawn Hubert
1525 Iowa Ave W

To Whom It May Concern:

I am writing to you regarding Dino's Mediterranean Fresh's application to amend to allow drive-throughs in the B-3 business zoning district.

As a resident living in close proximity to Dino's, I vehemently and categorically oppose a drive-through amendment for Dino's Mediterranean Fresh. While the restaurant may be in a business zoning district, it is abundantly clear that the additional traffic a drive-through would bring would inevitably spill onto Crawford and Asbury. Dino's is not exactly a fast food restaurant; this is perfectly fine for carry-out and dine-in (when it is again available), but if even 3-4 cars attempt to use the drive-through, several of these cars will be waiting on the residential streets for long periods of time, and lunch and dinner rushes would certainly bring even more traffic to idle on the residential streets.

These are residential streets where many children play regularly, mine included, and despite our best efforts to teach our children to be aware of cars that pass down the street, the additional traffic a drive-through would bring is an unwelcome and unnecessary danger.

Thank you for your time and attention to keeping our residential area truly residential and free of the influx of additional vehicles on our streets a drive-through would certainly bring.

--

Kyle Warner

Members of the Planning Commission,

So many years ago, it was so clear to both residents and the businesses that this would not be acceptable, that I'm surprised it's being revisited. I'd highly recommend revisiting all of those conversations.

I don't think it's a good idea -- for all the same reasons it wasn't a good idea before. My memory is that administration, council and neighbors all opposed it.

There's ample seating, ample parking, and the loss of green space and addition of so much more asphalt and traffic is not necessary, except to Dino's.

Also, drive-throughs haven't been allowed city-wide (intentionally) and this would open the door for even more. (This isn't a good reason in and of itself, but along with the others, I think it's valid to state.)

Our city plans state that we want this area to be a destination. They explicitly state that. Drive-throughs make it feel like a place to move through, not a destination.

I like Dino's a lot, but if that's what they're looking for, maybe finding a location up the road toward the mall would suit them. And I don't mean that with dismissal or anger. It's just that the northern area of Snelling is a drive-through area and meant for that and zoned for that. I'd rather not have FH look like that even a little.

Thanks for considering this view -- thanks for taking comments. Please don't recommend that this proposal by Dino's go through.

Thank you,

Kris Grangaard
1777 Simpson Street

To Whom It May Concern,

I am writing to express concern with amendments to city policies that would allow for a drive-through at Dino's. I would attend the meeting tonight, but I am working and unable to attend.

If these changes are approved, and Dino's opens a drive through, I expect traffic will pass either up Asbury or up the frontage road, since people cannot turn left onto Snelling from Crawford. I imagine this would be a significant increase in cars, many without care for the community. Falcon Heights is home to many people starting families. While my children are nearly grown, there are always young families in Falcon Heights and thus protecting traffic flow is important. Right now, Asbury street is home to many families with young children.

I also have concerns regarding sound issues. Drive through speakers can be loud. I can't imagine that it would not be heard by the nearby houses and this really would be an unacceptable living situation for anyone nearby. There also could be issues with headlights that shine into nearby neighbor's homes. I imagine there would be issues with car back-ups in this area as it already quickly becomes congested between the entrance/exit from Snelling to/from the parking lots, Crawford and up Asbury.

While I know some neighbors received letter alerting them to this meeting, I live ½ block away and did not receive a letter. I understand that the letter of the law may have been followed and only homes within a specific proximity were alerted, due to the way notification laws are written. However, my hope for my city is that homes impacted, even if outside the required notification distances, would be contacted. I can't imagine there is a law against doing so. Failure to fully alert the community and scheduling the meeting on the Tuesday before a holiday weekend does not seem like strong effort to include the community in this process.

I hope you will seriously consider the impacts on the surrounding community if regulations are amended to allow Dino's to have a drive through. I support Dino's having a business in our community and wish them to be successful. However, adding a drive through so close to private homes and in a community that houses many young children is not something I can support.

Best Regards,

Salina Renninger
1764 Asbury Street

I'm writing in general support of the proposed ordinance change "Amendment to Chapter 113 regarding drive through facilities."

Note that while I agree with the proposed change, I am also concerned with protecting the surrounding residential neighborhood from being disturbed by increased noise and traffic. When issuing a conditional use permit to a specific establishment, is it possible to add restrictions when necessary? For instance, one option would be to allow pick-up windows as opposed to an order-taking speaker system.

Also, I think that if there were stores that were non-food establishments, they should also be included and allowed in this ordinance.

Bev Larkin
1725 Saint Marys Street
Falcon Heights, MN 55113-5722
Received 11/21/20

Hello. My name is Joy Faust. My husband Paul and I live across Crawford Avenue from Dino's Mediterranean Fresh. We are opposed to any amendment to the city code to allow drive-throughs in the B-3 business zoning district. We moved to Falcon Heights 20 years ago as we were aware this small community was residential and did not allow drive-through restaurants. The Dino's restaurant has been on-site for many years already and we have been dealing with the noise, extra traffic, and increased trash that is a part of living next to a fast-food restaurant. We have children, have neighbors with children, and appreciate the safer streets and residential aspect of this neighborhood. If a drive-through is allowed, our property values will decrease, and we will have to contend with more trash in our yard and streets. We will have to be hyper-vigilant about residential street safety, and we will have to deal with very disturbing noise at all hours of the day. I work full-time from home, in a basement office facing Crawford Avenue. Increased drive-through noise will adversely affect my employment environment on an hourly basis. Please consider dismissing this request to amend the City Code. There are no benefits to the city, and only detriments to all the residential neighbors in surrounding area. Thank you for your consideration.

Joy Faust

Received 11/21/20

ORDINANCE NO. 20-XX

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

**AN ORDINANCE AMENDING CHAPTER 113
OF THE FALCON HEIGHTS CITY CODE**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1 Section 113-3 is amended as follows. Deletions are shown with a ~~striketrough~~.

Sec. 113-3 - Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Drive-through facility means the use of land, buildings or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine, to persons remaining in motorized vehicles that are in a designated stacking lane. ~~A drive-through facility may be permitted only as an accessory use in combination with a bank of financial institution.~~ A drive-through facility does not include a vehicle washing facility, a vacuum cleaning station accessory to a vehicle washing facility, or an automobile/gasoline service station.

SECTION 2 Section 113-179 is amended as follows. Additions are shown with an underline, and deletions are shown with a ~~striketrough~~.

Sec. 113-179 - B-3 Snelling and Larpenteur community business district

(d) *Conditional uses.* The following uses are permitted subject to the issuance of a conditional use permit (CUP):

- (15) Drive-through facilities as an accessory use to a financial institution or eating establishment.

SECTION 3 Section 113-252 is amended as follows. Additions are shown with an underline, and deletions are shown with a ~~striketrough~~.

Sec. 113-252 - Drive-through facilities

Drive-through facilities are prohibited except when specifically allowed by a conditional use permit in a zoning district. When allowed, all drive-through facilities must comply with the following requirements:

- (1) The drive-through ~~facility~~, service window and speakers must be located at least ~~100~~75 feet from a residential zoned or used property ~~and must be visually screened from adjoining residential property.~~
- (2) The entrance and exit drive lanes to the drive-through facility must be at least ~~75~~20 feet from a street intersection.
- (3) The lot on which the drive-through facility is located must be at least ~~35,000~~20,000 square feet in area.
- (4) The minimum on-site stacking distance available for the drive-through must be ~~180 feet in length~~5 stacking spaces.
- (5) Drive-through facilities may only be operated between the hours of 7:00 a.m. and ~~8:00 p.m.~~9:00 p.m.
- (6) No speaker noise may be plainly audible from adjacent residential property.
- (7) A traffic study must be completed documenting that the drive-through facility will not create traffic problems.
- (8) A 10-foot buffer area with screen planting and/or an opaque wall or fence 6 feet in height shall be required between the drive-through lane and any property line adjoining a public street or residentially zoned property or property in residential use and approved by the Zoning Administrator.

SECTION 4 Section 113-315 is amended as follows. Deletions are shown with a ~~strikethrough~~. Successive sub-sections are re-numbered as appropriate.

Sec. 113-315 - Design and maintenance of off-street parking areas

- (r) *Off-street parking requirements.* Off-street parking spaces required (one space equals 350 square feet) shall be as follows unless the city determines, based upon a professional analysis of parking for any specific use, that a reasonable parking ratio for such use should be otherwise:
- (11) ~~Drive in food or fast food establishments. One space for each 15 square feet of gross floor space in the building allocated to drive in operation, plus additional space as may be determined by the zoning administrator based upon advice from the planning commission. Drive-through lanes for food pick-up must be able to stack eight cars on site without interfering with the site parking.~~

SECTION 5 This ordinance shall be effective upon its passage and a summary published in the official newspaper.

ADOPTED this **##** day of **MONTH**, 2020, by the City Council of the City of Falcon Heights, Minnesota.

Moved by:

Approved by: _____
 Randall Gustafson
 Mayor

GUSTAFSON ___ In Favor Attested by: _____
LEEHY
MIAZGA ___ Against Sack Thongvanh
WEHYEE City Administrator
ANDREWS

DRAFT

SUMMARY ORDINANCE NO. 20-XX

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

**AN ORDINANCE AMENDING CHAPTER 113
OF THE FALCON HEIGHTS CITY CODE
CONCERNING DRIVE THROUGH FACILITIES**

This ordinance amends Chapter 113 of the Falcon Heights City Code concerning drive through facilities. The amendment allows drive throughs as a conditional accessory use to restaurants and modifies performance standards for drive through facilities within the City.

A printed copy of the entire ordinance is available for inspection by any person during the City Administrator/Clerk’s regular office hours.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this _____ day of _____, 202_.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

ATTEST:

Sack Thongvanh, City Administrator