

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

**AGENDA**  
November 4, 2020  
6:30 P.M.

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

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS \_\_\_ GUSTAFSON \_\_\_ LEEHY \_\_\_  
                  MIAZGA \_\_\_ WEHYEE \_\_\_  
  
                  STAFF PRESENT: THONGVANH \_\_\_
- C. PRESENTATIONS:
- D. POLICY ITEMS:
  - 1. Police Services
  - 2. Fire Service Request of Interest (RFI) Updates
  - 3. Amendment to Chapter 54 & 113 Regards to Residential Edible Landscaping
  - 4. Community Park Building
- E. INFORMATION/ANNOUNCEMENTS:
- F. ADJOURNMENT:

\*You can view the meeting by clicking the following Zoom link:  
<https://us02web.zoom.us/j/86258938311>.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	November 4, 2020
<b>Agenda Item</b>	Policy D1
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Police Services
<b>Description</b>	<p>The City received a formal request from Council Member Wehyee with the support of Council Member Miazga to explore having our own police department.</p> <p><b><u>Sheriff Bob Fletcher’s Annual Report</u></b></p> <p>To see Sheriff Fletcher’s presentation click here:  <a href="https://webstreaming.ctv15.org/viewer.php?streamid=4394">https://webstreaming.ctv15.org/viewer.php?streamid=4394</a></p> <p>During the annual report from Sheriff Fletcher, he stated that after the end of the contract in 2021, it might make the most sense for the City of Falcon Heights to explore other options such as the City of Roseville because of proximity to Falcon Heights. You can listen to Sheriff Fletcher’s comments starting at minute (41:15). During his comments, Sheriff Fletcher commented on the need for additional Deputies for backup that could cost the City an additional \$350,000 to the police budget.</p>
<b>Budget Impact</b>	This will depend on the outcome of the decision made by the City Council.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff is looking for direction on how to proceed with this request.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	November 4, 2020
<b>Agenda Item</b>	Policy D2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Fire Services -Request for Interest (RFI)
<b>Description</b>	<p>During the September 23 City Council, the Council directed the City Administrator to send out a Request for Interest Letter to the surrounding fire departments.</p> <p>The preliminary proposal for next steps is to invite each Department/ Agency to make a presentation to the City Council at their regular meeting in November. The presentation will include a background of their department, scope of services and potentially a cost estimate to provide those services.</p> <p>The City of Roseville is currently providing professional services for administrative direction and command services. The agreement will expire December 10, 2020.</p>
<b>Budget Impact</b>	TBD
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Letter of Interest</li> </ul>
<b>Action(s) Requested</b>	Staff is looking for direction on how to proceed.

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**PROFESSIONAL SERVICES AGREEMENT  
FOR  
FIRE SERVICE ADMINISTRATIVE DIRECTION AND COMMAND  
SERVICES**

This Agreement 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 11 day of December, 2019.

WHEREAS, the City of Falcon Heights possesses its own Fire Department;

WHEREAS, the City of Lauderdale contracts with Falcon Heights to provide fire service operations;

WHEREAS, Falcon Heights desires to contract with the City of Roseville to provide fire service administrative direction and command services over its fire department; and,

WHEREAS, the parties desire to memorialize in writing their respective obligations under such contractual relationship.

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 Agreement:

**1. Scope of Work.**

Roseville agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) and the audit described in Exhibit “B” attached hereto (“Audit”) in consideration for the compensation set forth in Provision 3 below.

**2. Term.**

The term of this Agreement shall be from Dec. 11, 2019, through Dec. 10, 2020, the date of signature by the parties notwithstanding. The parties may extend the term of this Agreement by mutual written consent of all parties.

**3. Compensation for Services.**

Falcon Heights agrees to pay the City of Roseville a total compensation of \$40,000.00 for the initial term of this Agreement. Roseville shall submit to Falcon Heights a quarterly written invoice for \$10,000.00, which shall be paid in the same manner as other claims made to the City of Falcon Heights.

**4. Termination.**

This Agreement may be terminated at any time by any party, with or without cause, by delivering to all other parties a written notice at least sixty (60) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination by any party, Roseville shall be paid for services rendered through and until the date of termination.

**5. Assignment.**

No party may assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of all other parties.

**6. Waiver.**

Any waiver by any party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties' ability to enforce a subsequent breach.

**7. Workers' Compensation**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are performing services pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

**8. Damage to Equipment**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

**9. Indemnification and Defense.**

Subject to the limitations and immunities in MN Statute Chapter 466, to the fullest extent permitted by law, Falcon Heights agrees to defend, indemnify and hold harmless Roseville and its mayor, council members, officers, agents, employees and representatives from and against all liability, claims, petitions, demands, damages, costs, judgments, losses and expenses of any kind and in any forum or process, including but not limited to attorney's fees and costs, arising out of or resulting from any actual or alleged negligent or wrongful act or omission of Roseville pertaining to the performance or failure to perform under this Agreement. This provision does not apply to willful, intentional, and tortious misconduct by Roseville personnel.



Subject to the limitations and immunities in MN Statute Chapter 466, to the fullest extent permitted by law, Falcon Heights agrees to defend, indemnify and hold harmless Roseville and its mayor, council members, officers, agents, employees and representatives from and against all liability, claims, petitions, demands, damages, costs, judgments, losses and expenses of any kind and in any forum or process, including but not limited to attorney's fees and costs, arising out of or resulting from any actions or omissions on the part of any officers, agents, employees and representatives of Falcon Heights and/or Lauderdale pertaining to the subject matter of this Agreement.

The parties agree that liability under this Agreement is controlled by Minnesota Statutes §471.58, subd. 1a, and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes §466.04, subd. 1(a). Nothing in this Agreement is intended to, nor shall be construed to, constitute a waiver of any liability limitations available to any party under Minnesota Statutes Chapter 466.

**10. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**11. Governing Law; Venue.**

This Agreement shall be controlled by the laws of the State of Minnesota. Any legal action brought under this Agreement shall be venued in a court of competent jurisdiction located in Ramsey County, Minnesota.

**12. Severability.**

The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

**13. Notices.**

Any notice to be given by any party upon any other under this Agreement shall be properly given in writing either personally delivered or by e-mail or by U.S. mail to a party's City Manager or City Administrator as follows:

City of Roseville:

Patrick Trudgeon, City Manager  
Administrator

2660 Civic Center Drive  
Roseville, MN 55113

City of Falcon Heights:

Sack Thongvanh, City  
[Pat.Trudgeon@cityofroseville.com](mailto:Pat.Trudgeon@cityofroseville.com)  
[Sack.Thongvanh@falconheights.org](mailto:Sack.Thongvanh@falconheights.org)

2077 Larpenteur Avenue West  
Falcon Heights, MN 55113

The parties agree that delivering notices to the official successors of the above-named representatives shall be deemed sufficient under this Agreement.


Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change

#### **14. Entire Agreement.**

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

**CITY OF ROSEVILLE**

Date: 11-25-19

  
\_\_\_\_\_  
Mayor

Date: 11/25/19

  
\_\_\_\_\_  
City Manager

Date: 12-3-19

  
\_\_\_\_\_  
Fire Chief

APPROVED AS TO FORM:

Date: 12/4/2019

  
\_\_\_\_\_  
City Attorney

CITY OF FALCON HEIGHTS

Date: December 12, 2019


  
\_\_\_\_\_  
Mayor

Date: December 12, 2019

  
\_\_\_\_\_  
City Administrator

APPROVED AS TO FORM:

Date: December 27, 2019

  
\_\_\_\_\_  
City Attorney

## **EXHIBIT A (“Work”)**

### **Fire Service Administrative Direction and Command services**

#### **Scope of Services and General Program Structural Outline**

This is not a contract for fire suppression or medical related emergency incident response. Roseville Fire will respond to predetermined incident types, or requests based on pre-existing automatic/mutual/closest unit agreements in place.

“Roseville Fire Administration” personnel consist of a Fire Chief, Assistant Fire Chief, three Battalion Chiefs and one administrative coordinator.

The City of Roseville agrees to provide the City of Falcon Heights the personnel necessary to provide the below “Scope of Services;” the personnel will be available 24 hours per day.

#### **Scope of Services**

Overall supervision and management of all emergency and non-emergency day-to-day department operations and tasks.

The City of Falcon Heights understands and acknowledges that Roseville Fire Administration is under the direction of the Falcon Heights City Administrator, and not subject to supervision or direction of existing Falcon Heights Fire Department leadership or personnel.

Incident command and resource support will be given to Falcon Heights Fire Department for structure fires or major incident types, as previous auto & mutual aid agreements dictate, as well as when necessary as determined by Falcon Heights personnel, or Roseville Fire.

Control and coordination of operations budget for expenditure and purchase applications. This includes, but is not limited to, invoices, payroll, membership fees, etc.

Review and implementation of Standard Operating Guidelines (SOG) and Standard Operating Policies (SOP) to ensure compliance with Local, State, Federal, NFPA, and best practices to assure for the safety of Firefighters and the community.

Provide a safe, courteous, professional, and consistent level of service for the department and community.

The Roseville Fire Administration will provide new contract audit, and recommendations report to the Falcon Heights City Administration and City Council within 120 days of execution of contract. The Roseville Fire Administration will have full permission and access to Falcon Heights Fire Department facilities and equipment.

The Roseville Fire Administration will have full access to all training and personnel records.

Roseville Fire Administration will provide to the City of Falcon Heights, Falcon Heights Fire Department, and Firefighters:

- Organizational management
- Fire, hazardous materials, rescue, and emergency medical services training
  - Perform the duties of training chief
- Personnel development
- Fleet and equipment management
- Firefighter OSHA and medical examination requirement management
- Personal protective equipment (PPE) management
- Fire investigation
- Perform recommendations on hiring, demotions, promotions, all personnel management decisions with approval of City Administrator
- Management of fire station activities and space

Roseville Fire Administration will be reasonably available for department head-level meetings and events within the Falcon Heights organizational structure. Roseville Fire Administration will make reports to the City Administrator regularly, and City Council as requested.

Expanded scope/additional work: The City of Falcon Heights and the City of Roseville agree that at any time during the term of the contract either party may initiate discussions regarding the expansion of the scope of this contract to include expanded or additional services provided by the Roseville Fire Department.

## EXHIBIT B ("Audit")

1. Training
  - a. Calendar Review and Planning
    - i. 2018
    - ii. 2019
    - iii. 2020
  - b. Hours of training for each topic
    - i. MBFTE/MFSCB Compliant?
    - ii. EMSRB/NREMT Compliant?
  - c. Personnel files
    - i. All of these items organized and compiled correctly
    - ii. Any outstanding personnel issues or discipline currently
  - d. 2020 calendar
    - i. Training
    - ii. Community Events
2. Leadership structure
  - a. Leadership Review and Assessment
    - i. Promotions
    - ii. Demotions
3. The right people in the right places
  - a. Current Fire Station Cleaning
  - b. Assessing daytime, nighttime, and weekend availability
4. Meetings & Trainings
  - a. Nights/Days/When/why, etc.
5. Dispatch Work
  - a. Response Plan Review
  - b. Phoenix G2 Update
  - c. Pager/Everbridge Review
6. Internal Communications
  - a. Website or a Firewire-type program?
  - b. Imagetrend?
  - c. How do they communicate?
    - i. Email?
    - ii. Text?
7. Reports and Report Writing
  - a. Imagetrend- What version and how does it operate?
  - b. Firehouse?

## EXHIBIT B ("Audit")

8. Uniform Assessment
  - a. What needs to be addressed?
9. Gear, Helmet and PPE Assessment
  - a. NFPA compliant?
  - b. OSHA Compliant?
10. Annual Performance Checks and Inspections
  - a. SCBAs
  - b. Engine pump
  - c. Ladder
  - d. Hose testing
  - e. Equipment
    - i. Saws
    - ii. Fans
    - iii. Extinguishers
11. Annual Medical Examinations
  - a. What do they currently perform?
  - b. Who performs the medical examinations?
12. SOP/SOG
  - a. Full review of any/all SOGs
  - b. What needs to be cleaned up?
  - c. What is missing?
13. Personnel Assessments
  - a. Company officer review
  - b. Years of service, training, experience
    - i. Long-mid-term range assessment on retirement/transient employment
14. Officer Development
15. Inspections
  - a. Fire and Life Safety Inspections Completed?
  - b. Plan Review?
  - c. Pre-Plans for CAD?



## Sack Thongvanh

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**From:** Pat Trudgeon  
**Sent:** Tuesday, October 20, 2020 7:32 AM  
**To:** Sack Thongvanh  
**Cc:** Tim O'Neill; David Brosnahan  
**Subject:** Falcon Height Fire

Sack, last night the Roseville City Council authorized me to let you know that Roseville is interested in providing fire protection and rescue response services for Falcon Heights under the terms described in your letter dated October 9 to surrounding municipalities. Please take this email as Roseville's "Letter of Interest" in response to your request. Please let me know what the next steps are once a decision is made regarding the future of fire protection and rescue response services in Falcon Heights. Thank you.

Pat

-----  
**Patrick Trudgeon | City Manager**  
O: 651.792-7021 | | F: 651.792.7020  
[pat.trudgeon@cityofroseville.com](mailto:pat.trudgeon@cityofroseville.com)



2660 Civic Center Drive | Roseville, MN 55113  
[Facebook](#) | [Twitter](#) | [YouTube](#)

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# FALCON HEIGHTS FIRE DEPARTMENT

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2077 W. LARPELLE AVENUE FALCON HEIGHTS, MN 55113-5594 PHONE (651) 792-7635 FAX (651) 792-7631

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October 19, 2020

To Whom It May Concern,

The Falcon Heights Fire Department is interested in continuing to provide fire/rescue services as a community-based fire department to the City of Falcon Heights.

Respectfully submitted on behalf of members of the Falcon Heights Fire Department,

Patrick Gaffney  
Captain  
Falcon Heights Fire Department

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HOME OF THE MINNESOTA STATE FAIR AND THE U OF M ST. PAUL CAMPUS

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CITY OF SAINT PAUL  
*Melvin Carter, Mayor*

645 Randolph Avenue Telephone: 651-224-7811  
Saint Paul, MN 55102 Facsimile: 651-228-6255

October 19, 2020

Sack Thongvanh, City Administrator  
City of Falcon Heights  
2077 W. Larpenteur Avenue  
Falcon Heights, MN 55113

Subject: Letter of Interest for Professional Fire Protection Services

Dear Sack,

Please consider this letter confirmation of Saint Paul Fire Department's interest in providing professional fire protection services for the City of Falcon Heights.

The Saint Paul Fire Department is a highly capable organization that has earned a reputation for excellent public service over decades of dedicated work for and with the people of Saint Paul and surrounding communities. The greatest strengths of the SPFD include broad and deep emergency response capabilities and a commitment to service exhibited by its personnel every day. The department provides advanced life support and basic life support emergency medical services, fire suppression, and a full complement of technical rescue capabilities. Fire prevention and public education also represent strong and growing contributions to community safety and vitality.

SPFD upholds our core values, revolving around the acronym PRIDE; by showing professionalism, respect, integrity, duty and equity while protecting the people of Saint Paul and partnering with the community. Our department is committed to addressing racial equity in our community and continuing an inclusive culture within our department.

I look forward to speaking with you about how we may be of assistance in providing fire and rescue services for the City of Falcon Heights.

Sincerely,

Butch Inks, Fire Chief

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## REQUEST FOR PLANNING COMMISSION ACTION

<b>Meeting Date</b>	November 4, 2020
<b>Agenda Item</b>	Policy D3
<b>Submitted By</b>	Ryan Krzos, Interim Community Development Coordinator

<b>Item</b>	Amendment to Chapters 54 & 113 Regards to Residential Edible Landscaping
<b>Description</b>	<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 Subcommittee originally contemplated an allowance for community gardening of edible landscaping which would have been required to follow a number of procedures and requirements. The subcommittee initially considered a neighborhood consent provision, but after consultation from the City Attorney's office, removed that provision on due process grounds. The Subcommittee was also presented an option to allow community gardens as a conditional use. However, the consensus of the subcommittee was that they feel they could not formulate conditions that would universally address all circumstances. Ultimately, the subcommittee decided to remove community gardens altogether from the ordinance, thereby prohibiting the use. It should be noted that existing community gardens would be allow to continue as they do currently with legal nonconforming status.</p>

	<p>The Environment Commission discussed the draft Ordinance at their October 12<sup>th</sup> meeting, and passed a motion to recommend the City Council approve the amendment.</p> <p>The Planning Commission held a Public Hearing on October 27<sup>th</sup>.</p>
<b>Action(s) Requested</b>	<p>Staff and the Planning Commission would recommend approval during the next Regular City Council meeting.</p>



**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:

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

***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 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

<b>Meeting Date</b>	November 4, 2020
<b>Agenda Item</b>	Policy D4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Community Park Building
<b>Description</b>	<p>Unfortunately the City of Falcon Heights was not included in the final State Bonding Bill was approved this past week. The funds would have been used to construct a new Community Park Building. The building is in desperate need of improvements.</p> <p>The building has been closed prior to COVID to assess the building. It will be used this year only for tree sales for the Lions.</p>
<b>Budget Impact</b>	TBD
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Pictures from the 2019 Council Retreat</li> </ul>
<b>Action(s) Requested</b>	Staff is looking for direction on how to proceed.

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# Community Park Building



# Community Park Building





