

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

AGENDA
May 5, 2021
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___ WALTER___
- C. PRESENTATIONS:
- D. POLICY ITEMS:
1. Speed Limit Evaluation Report
 2. Idaho/Iowa Alleyway Petition
 3. American Rescue Plan Funding Update
 4. Amber Union Update
 5. Community Park Building Update
- E. INFORMATION/ANNOUNCEMENTS:
- F. ADJOURNMENT:

*You can view the meeting by clicking the following Zoom link:
<https://us02web.zoom.us/j/86741209264>

Toll Free Number 1-888-788-0099 or 1-877-853-5247

Webinar ID: 867 4120 9264

DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org prior to the meeting. Alternatively, time is regularly allotted for public comment during Regular City Council Meetings (typically 2nd and 4th Wednesdays) during the Community Forum.

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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|--|
| Meeting Date | May 05, 2021 |
| Agenda Item | Policy D1 |
| Attachment | Draft Speed Limit Evaluation Report & Survey |
| Submitted By | Jesse Freihammer, City Engineer |

| | |
|--------------------|--|
| Item | Speed Limit Evaluation Report |
| Description | <p>With recent changes in State Law allowing cities to establish their own speed limits on local streets and with St Paul and Minneapolis adopting changes over the last year, the Council request staff to look into adopting a 20-mph speed limit on local roads. These changes would not affect speed limits on State (Snelling Avenue) or County Roads (Larpenteur, Cleveland, Fairview, Hamline north of Larpenteur).</p> <p>Engineering staff has prepared a draft report (Attachment A). The report is similar to St Paul’s report and the overall process for establishing speed limits is based on their procedures and processes. Staff feels this is the best way to pursue a change to speed limits since they are directly adjacent to Falcon Heights. Some neighborhoods such as the Grove and Northome are directly adjacent to St Paul neighborhoods with minimal indication to motorists that they are crossing between cities. Speed limits are easier to for the public to understand which will make compliance better if there is more consistency between jurisdictions.</p> <p>The report recommends reducing speed limits on all roadways with the exception of Roselawn Avenue. 83% of all roadways would be posted 20-mph and 5% would be posted at 25-mph. These two roadways are Hoyt Avenue and Hamline Avenue which are shared with St Paul. St Paul’s plan for these roadways were to post them as 25-mph based on their report.</p> <p>The report includes speed and traffic data collected on Falcon Heights Streets that help support the proposed changes.</p> <p>The report is only in draft form and input on some items from Council is needed prior to completing the report.</p> <p>Once the report is finalized and adopted by Council, a new ordinance would need to be adopted before speed limit changes would go into effect.</p> |

| | |
|----------------------------|--|
| Budget Impact | <p>If Council decides to adopt a new speed limit, new signage would be needed. Approximately 45 signs would be needed. The cost of the signs would be approximately \$3,400 plus staff time to install.</p> <p>Depending on how much education and promotion of the changes, additional costs for printing and mailings may occur.</p> |
| Attachment(s) | <ul style="list-style-type: none"> • Draft Speed Limit Evaluation Report • Speed Limit Survey Data |
| Action(s) Requested | <p>Receive presentation of draft report and provide input on the report before final adoption at a later date.</p> |

2021

Falcon Heights Speed Limit Evaluation

Jesse Freihammer, PE

City Engineer

April 30, 2021



EXECUTIVE SUMMARY

Purpose

The City of Falcon Heights engineering staff, the City of Roseville, has completed a technical evaluation to determine speed limits on Falcon Heights controlled streets. New state law allows cities to set speed limits on streets under their jurisdiction provided a technical evaluation has been completed. The City completed the evaluation based on the following goals;

- To improve safety of all residents using all modes of transportation,
- To be consistent with adjacent cities, and consistent on similar types of roads.

Evaluation Process

City staff completed a detailed evaluation to determine speeds on Falcon Heights streets. The evaluation included the following;

- Local policies and plans
- National guidance and adjacent city evaluations and policies
- City speed and traffic count studies

Recommendations

Based on the evaluation, staff recommends setting speeds of 25 mph on most major streets and 20 mph on all minor, local streets. Below is the recommended process for establishing speed limits;

- Collector streets are generally major streets with 25 mph speed limits and were evaluated to determine whether a lower speed limit is appropriate based on context and design
- Local streets are generally minor streets with 20 mph speed limits and were evaluated to determine whether a higher speed limit is appropriate based on context and design.
- Alleys will retain speed limits of 10 mph.

It is recommended that changes to speed limits be made upon approval of the report, by adoption of a new ordinance, including the installation of signs, enforcement efforts, and an education campaign.

FALCON HEIGHTS SPEED LIMIT REPORT

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INTRODUCTION

This report analyzes local safety, engineering and traffic conditions and national best practices that inform the determination of appropriate speed limits in Falcon Heights. The findings of this report will be used to determine speed limit changes on City streets that align with City policies and new legislative authority.

Legislative Authority for Setting Speed Limits

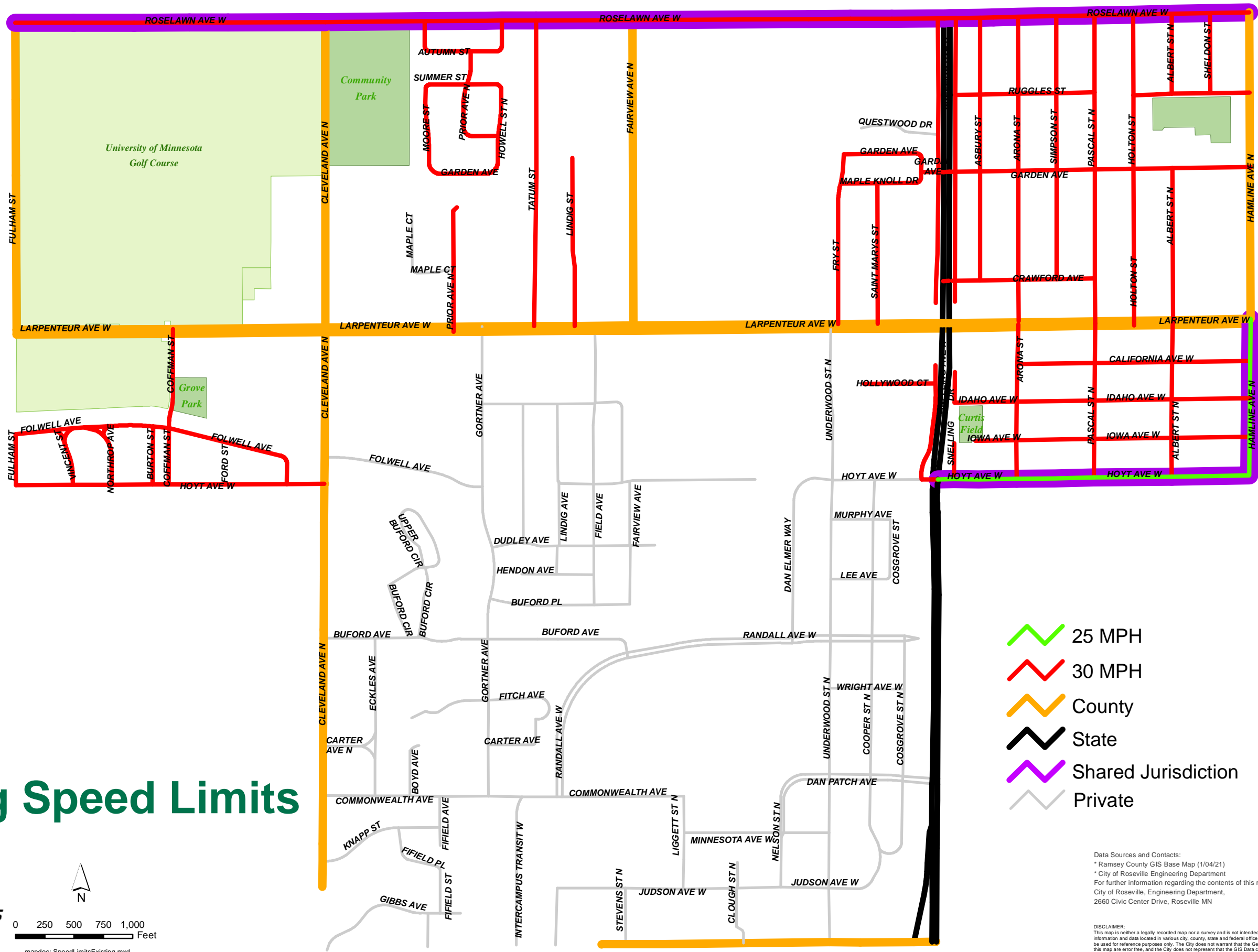
In 2019, the governor signed into law a bill passed by the Minnesota State Legislature granting cities the authority to set speed limits on streets they control. This went into effect August 1, 2019. Below is the statute;







Minnesota Statutes, Section 169.14, Subd. 5h. Speed limits on city streets. A city may establish speed limits for city streets under the city's jurisdiction other than the limits provided in subdivision 2 without conducting an engineering and traffic investigation. This subdivision does not apply to town roads, county highways, or trunk highways in the city. A city that establishes speed limits pursuant to this section must implement speed limit changes in a consistent and understandable manner. The city must erect appropriate signs to display the speed limit. A city that uses the authority under this subdivision must develop procedures to set speed limits based on the city's safety, engineering, and traffic analysis. At a minimum, the safety, engineering, and traffic analysis must consider national urban speed limit guidance and studies, local traffic crashes, and methods to effectively communicate the change to the public.

The current speed limits on all Falcon Heights jurisdiction streets is currently 30 miles per hour which is the statutory urban speed limit set by Minnesota statute prior the new legislation going into effect on August 1, 2019.

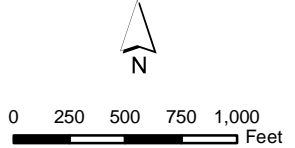
Falcon Heights Speed Limits Goals

The City intends to create safe streets for all roadway users including, walkers, bikers, transit users and drivers. The City intends to duplicate efforts done by the City of St Paul to reduce speed limits on local streets to 20 mph. Since numerous local streets are shared by the two cities and some neighborhoods (University Grove, Northome) are directly connected, it makes sense to have similar speed limit criteria for consistency within the area.



-  25 MPH
-  30 MPH
-  County
-  State
-  Shared Jurisdiction
-  Private

Existing Speed Limits



mapdoc: SpeedLimitsExisting.mxd
 map: SpeedLimitsExisting.pdf

Data Sources and Contacts:
 * Ramsey County GIS Base Map (1/04/21)
 * 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

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Prepared by:
 City of Roseville Engineering Department
 April 29, 2021

COORDINATION AND OUTREACH

Falcon Heights staff reached out to staff with the cities of St Paul and Roseville due to shared jurisdiction of roadways on City Limits.

For City roadways shared with St Paul, staff recommends using St Paul's recommended speed limits since Falcon Heights is using a similar criterion for roadways.

For City roadways shared with Roseville, Roselawn Avenue, the recommendation is to keep this speed limit at the current 30 mph at this time due to the multi jurisdiction roadway, traffic volumes, current speeds and roadway characteristics.

Falcon Heights staff conducted an online survey between April 6 and April 23, 2021. 176 Falcon Heights residents responded to the survey. 71% of the respondents were supportive of a 20 mph speed limit on local roads. Of the 29% who were against it, some of these supported 25 mph but not the 20 mph. A portion of the 29% did not want to see any change. A summary of the survey is included at the end of the report.

LOCAL POLICIES AND PLANNING

The 2040 Comprehensive plan has numerous policies that would support a reduced speed limit. These include the following.

- *Become a healthier, more active and livable community*
 - Falcon Heights is an Active Living Ramsey Communities partner.
- *General Land Use Goal #3 - To enhance access and safety for pedestrians and non-motorized transportation.*

Lower speed limits help meet these goals by promoting a safer environment for non-motorized users such as walkers and bikers, particularly on streets that do not have sidewalks, such as most neighborhoods north of Larpentour.

ANALYSIS

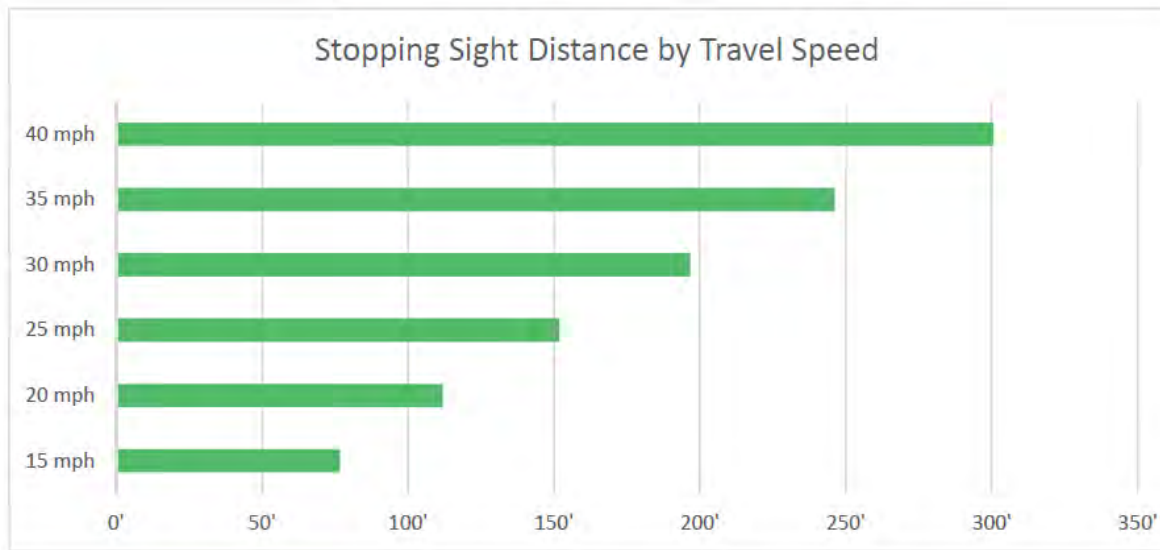
Numerous local and national studies have been conducted that support reduced speed limits on local residential roadways. Below is a brief summary of these studies.

National guidance

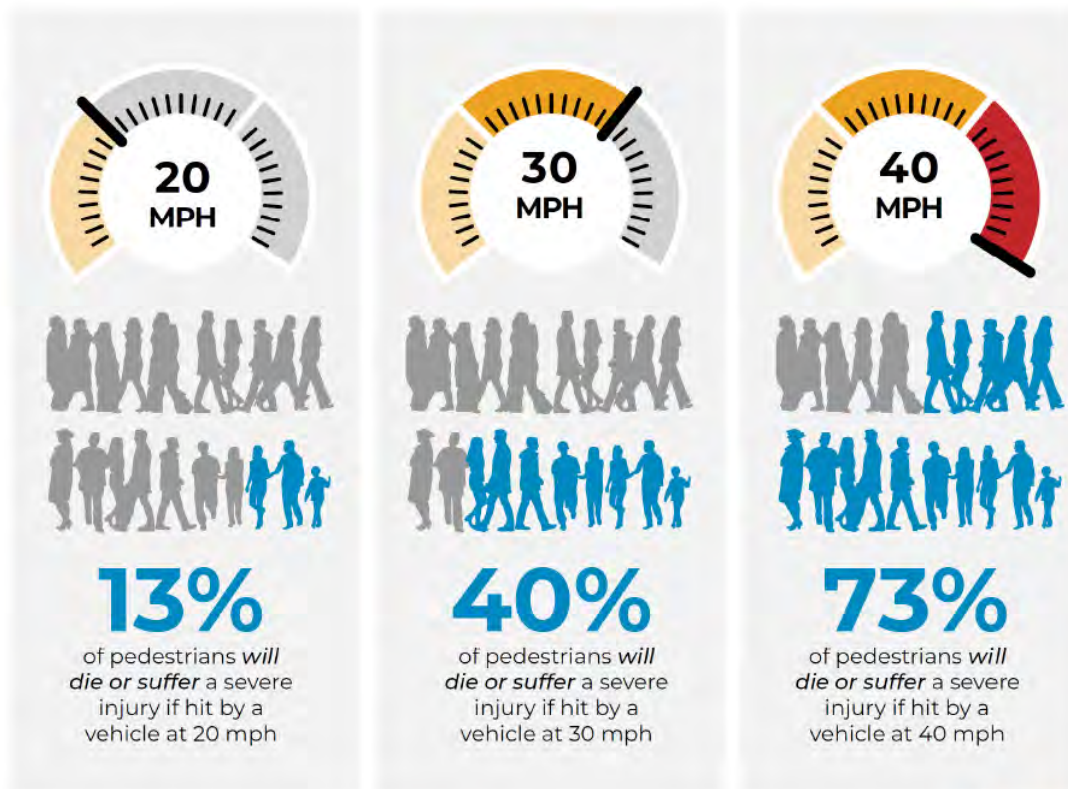
All neighboring states next to Minnesota have a default urban speed limit of 25 mph. Additional states allow 20 mph if certain criteria are met.

[St Paul's Speed Limit Evaluation Report](#), referenced numerous studies that support a reduced speed limit to reduce crashes and reduce severity of injuries.

Some of the key findings include reduction of the stopping distance with lower speeds, which helps reduce the amount of crashes. Additionally, if a crash does occur, the risk for a pedestrian being severely injured or killed is significantly reduced if the speed is 20 mph verse 30 mph. These findings are illustrated in the graphics below:



Data Source: American Association of State Highway and Transportation Officials (AASHTO). A Policy on Geometric Design of Highways and Streets. Washington, DC: AASHTO, 2011. "Assumes 2.5 second perception-braking time and 11.2 ft/sec² driver deceleration."



Source : Brian C. Tefft. 2013. AAA Foundation for Traffic Safety. Impact speed and a pedestrian's risk of severe injury or death.



Other Metro Cities

St Paul and Minneapolis have very similar ordinances which allow the City Engineer to set the speed limits. Based on their analysis and procedures, they have set speed limits on their local roads to 20 mph and 25 mph on the majority of their collector routes with a few other exceptions.

St Anthony Village has set a 25 mph speed limit on all of their city jurisdiction roadways.

St Louis Park is completing its evaluation in April 2021, but is expected to adopt speed limit changes in the summer of 2021. They have similar recommendations to St Paul and Minneapolis by establishing 20 mph on local roads, 25 mph on most collector street with a few 30 mph and 35 mph exceptions.

- St Paul - <https://www.stpaul.gov/departments/public-works/traffic-lighting/speed-limits>
- Minneapolis - <https://www.minneapolismn.gov/government/programs-initiatives/visonzero/speed-limits/>
- St Anthony Village - <https://www.savmn.com/461/Speed-Limits>

- St Louis Park - <https://www.stlouispark.org/government/departments-divisions/engineering/speed-limits>

Pedestrian and Bicycle Crash Analysis

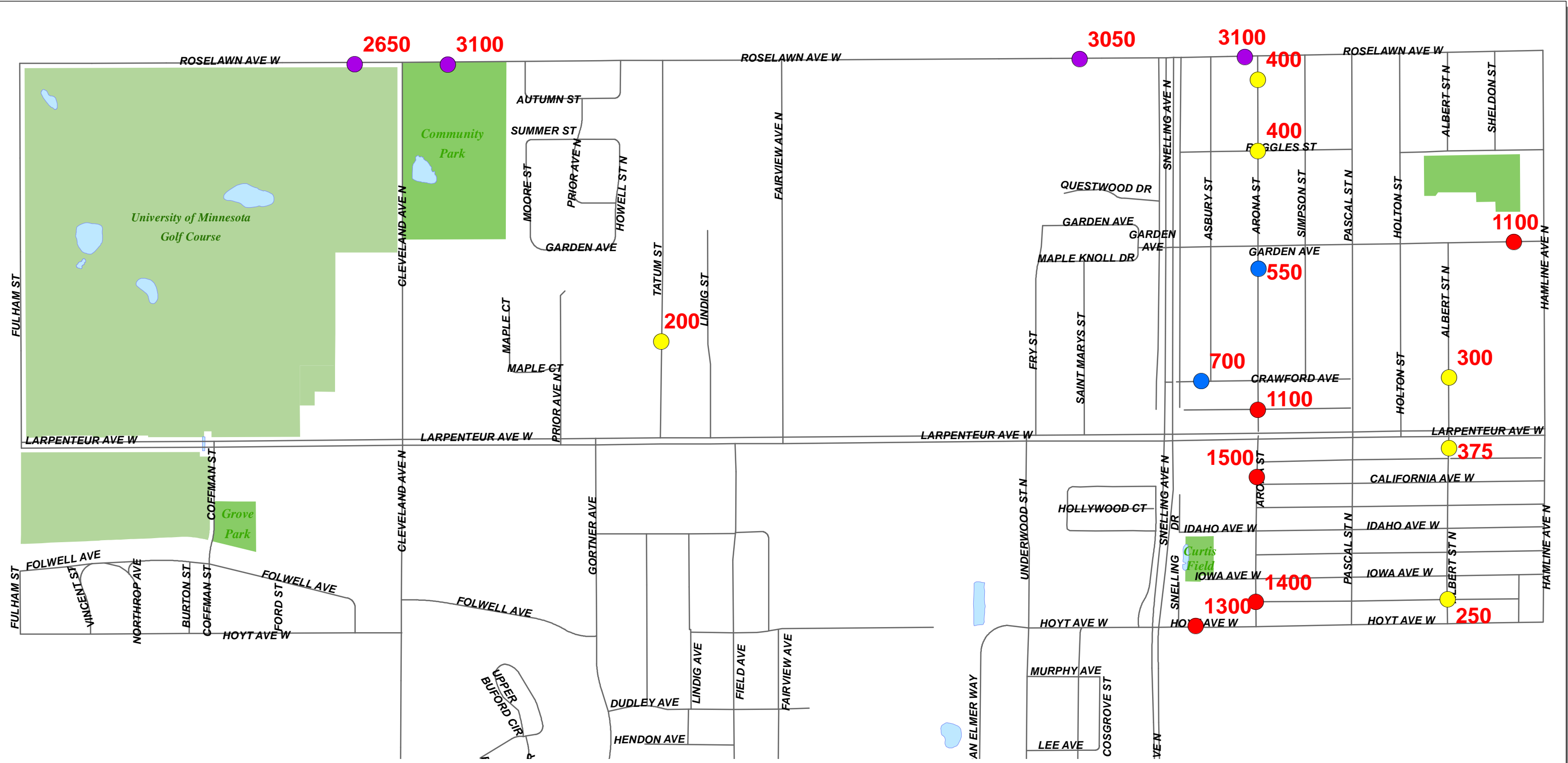
According to MnDOT crash reports, there have been 22 reported pedestrian/bicycle crashes involving vehicles in Falcon Heights since 2011. Reports included one serious injury, 7 minor injuries and 14 possible injuries. The majority of these were on County or State roadways with the exception of three incidents.

Falcon Heights Traffic Speed Study

Over the last ten years engineering staff has conducted numerous traffic count and speed studies on local roads. Data was typically collected for a minimum of 48 hours during the week but sometimes included 72 hour counts which included the weekend. The majority of the data points shown in the maps below are from 2017-2020. Data from State and County roads was not included in this report.

Some observations about the data.

- On the majority of roads, the vast majority of drivers are following the speed limit.
- On local roads, the 50th percentile speed is about 20 mph for most roads.
- For collector roads, such as Hoyt and Roselawn, measured speeds are higher.
- Roselawn Avenue measure speeds significantly higher than other local roadways.
 - This is likely due to the volume of traffic (3,100), which is 2.5 times higher than the next local roadway, and the major east west connection that allows vehicles to cross Snelling Avenue at a signal light. Roselawn Avenue from Eustis Street to Victoria Street is under jurisdiction of Lauderdale, Falcon Heights and Roseville.

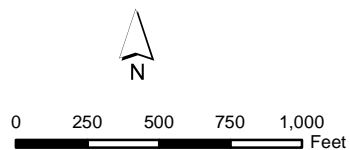


Average Daily Traffic (ADT)

- 500 OR LESS ADT
- 501 - 1000 ADT
- 1001 - 1500 ADT
- 1501 OR MORE ADT



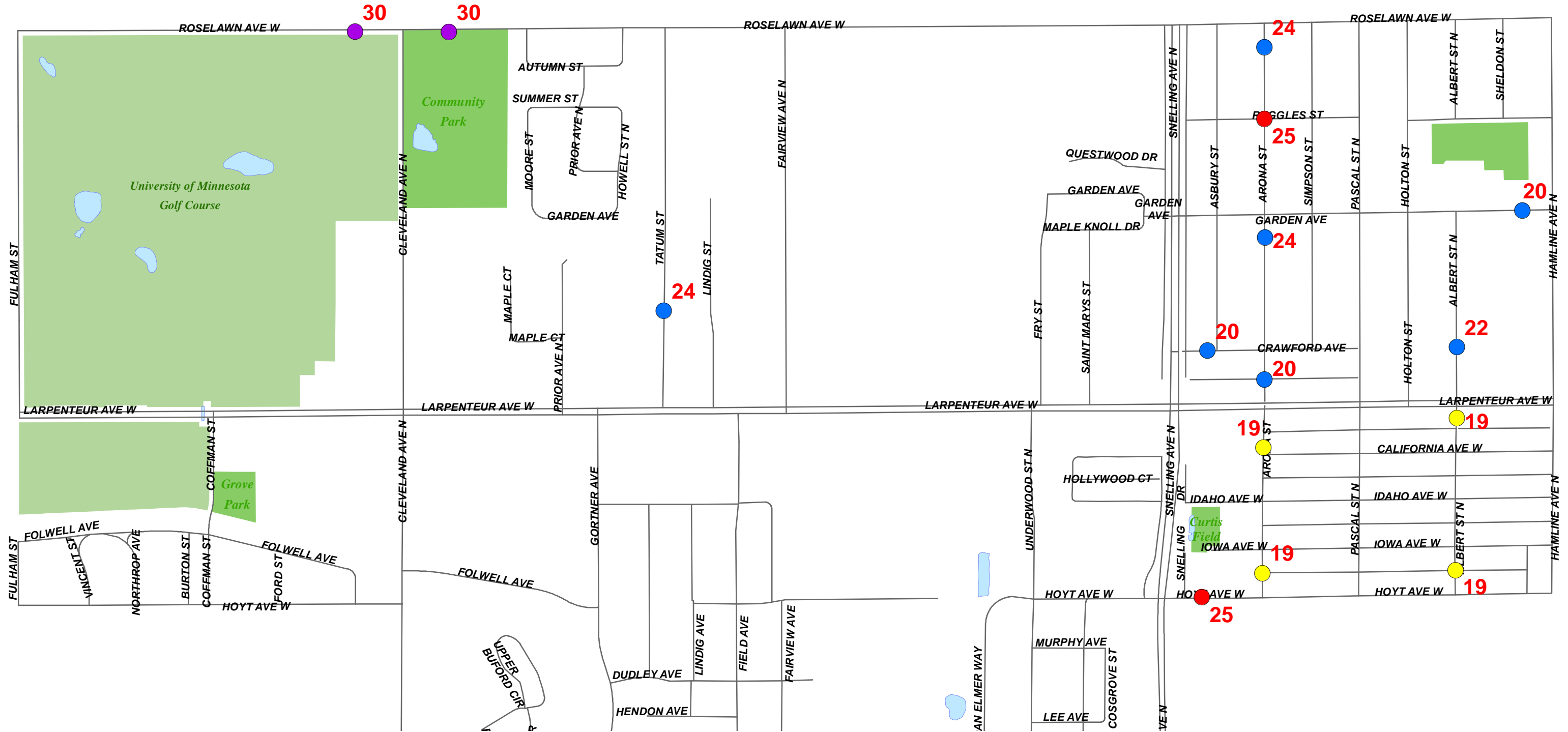
Prepared by:
City of Roseville Engineering Department
April 26, 2021



mapdoc: ADT.mxd
map: ADT.pdf

Data Sources and Contacts:
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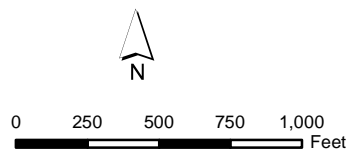
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50th Percentile Speed



Prepared by:
City of Roseville Engineering Department
April 26, 2021

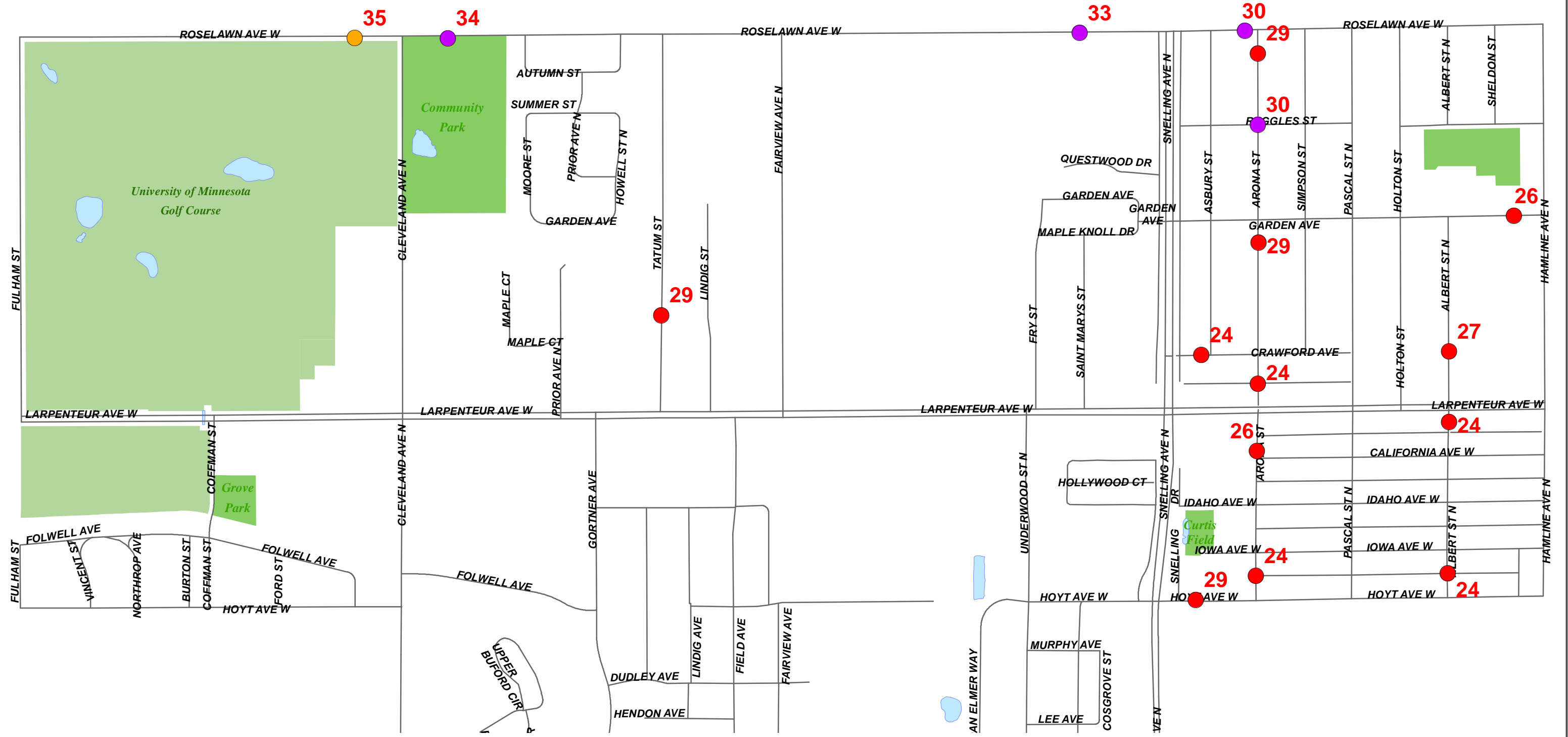


mapdoc: 50thPercentileSpeed.mxd
map: 50thPercentileSpeed.pdf

- 15-19 MPH
- 20-24 MPH
- 25-29 MPH
- 30-34 MPH

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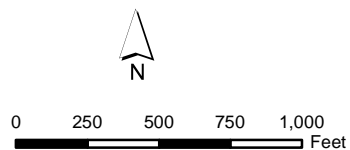
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85th Percentile Speed



Prepared by:
City of Roseville Engineering Department
April 26, 2021



mapdoc: 85thPercentileSpeed.mxd
map: 85thPercentileSpeed.pdf

- 25-29 MPH
- 30-34 MPH
- 35-39 MPH

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Conclusions

Based on the data collected and research conducted by other cities and agencies, the following speed limit conclusions from the evaluation are:

- Lower traffic speeds reduce both the likelihood of crashes and that those crashes will be severe or fatal.
- A majority of states have lower speed limits than Minnesota. All of Minnesota's neighboring states have a 25 mph default urban speed limit.
- Since Falcon Heights is a suburb directly adjacent to St Paul, it makes sense to have similar speed limit policies and procedures to St Paul.
- Similar to Saint Paul, for Falcon Heights a category approach to speed limits is most appropriate with 20 mph on local residential streets and generally 25 mph on collector and arterial streets.
- Lower speed limits prioritize public health and safety.
- Lower speed limits are reasonable given the clear differences in the design, context, safety, expectations, and operations of minor and major City streets.

FALCON HEIGHTS SPEED LIMIT RECOMENDATIONS

Category Speed Limits

Falcon Heights engineering staff recommend that the City Engineer set speed limits using a category approach to set speed limits. The recommended speed limits be set as follows;

- Minor streets, generally local, will be 20 mph unless otherwise signed.
- Major streets, generally collectors, will generally have speed limits of 25 mph and will be signed. Major streets are generally arterial and collector streets.
- Some major streets, Roselawn Avenue, will have speed limits higher than 25 mph based on specific conditions and will be signed.
- Alleys will retain speed limits of 10 mph.

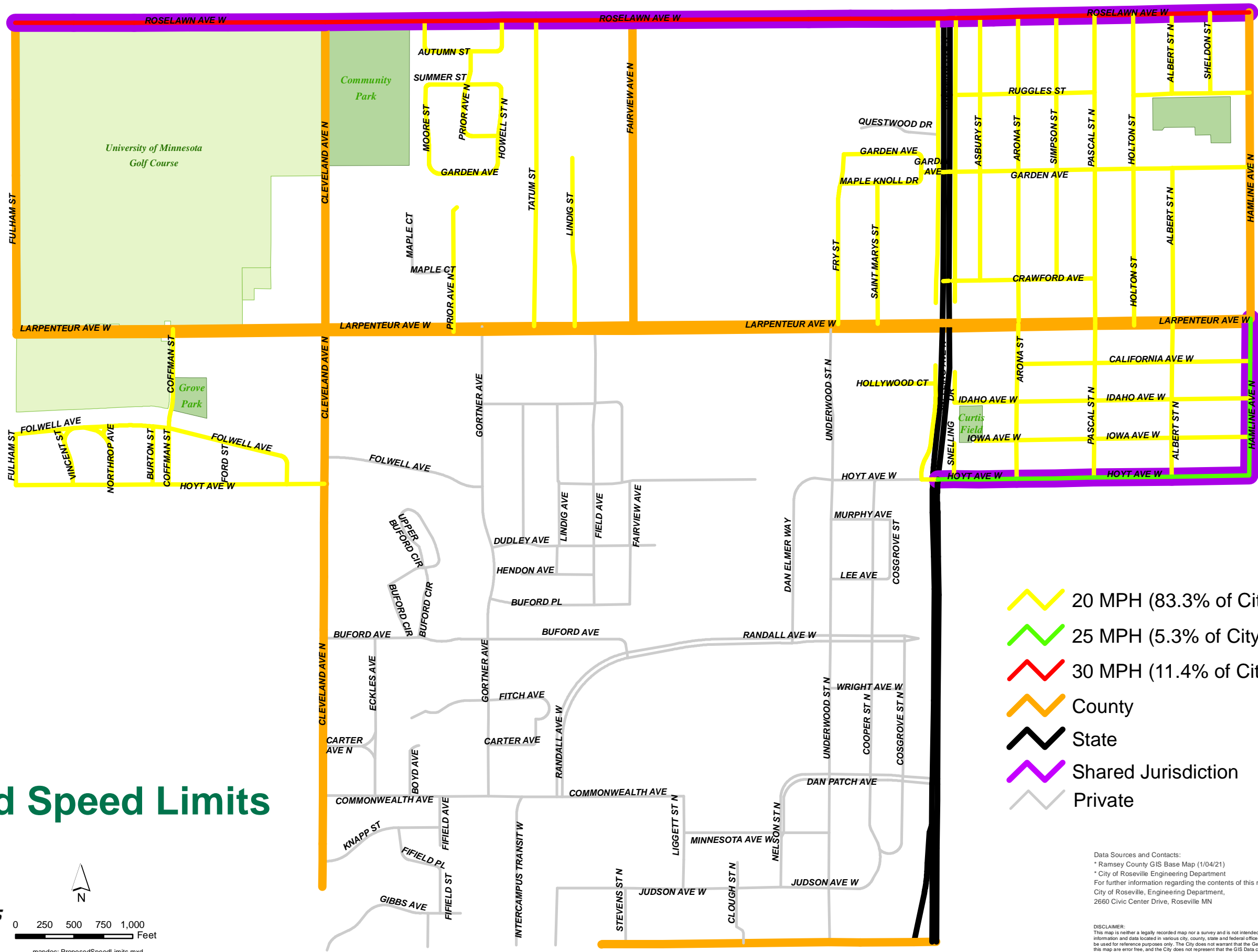
Staff recommends these category speed limits since they;








- Send a strong message to the driving public that "slower is safer" on all streets
- Align with St Paul's recommended speed setting approach, providing consistency in messaging to the traveling public
- Improve safety and comfort for people of all abilities walking, bicycling, and taking transit

Application

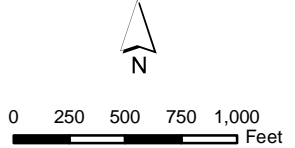
The map of recommend speed limits on Falcon Heights jurisdiction roads is included below. For shared-jurisdictional streets, the speed limits match each city’s current proposed posted speed limit. Based on the recommendations in the report, 89% of Falcon Heights jurisdiction roadways will have a reduction of speed. 83% of roadways will be 20 mph and 5% of roadways will be 25 mph. The only road not proposed to have a speed reduction is Roselawn Avenue, which will remain posted at 30 mph.

DRAFT



-  20 MPH (83.3% of City Roads)
-  25 MPH (5.3% of City Roads)
-  30 MPH (11.4% of City Roads)
-  County
-  State
-  Shared Jurisdiction
-  Private

Proposed Speed Limits



mapdoc: ProposedSpeedLimits.mxd
 map: ProposedSpeedLimits.pdf

Prepared by:
 City of Roseville Engineering Department
 March 4, 2021

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IMPLEMENTATION

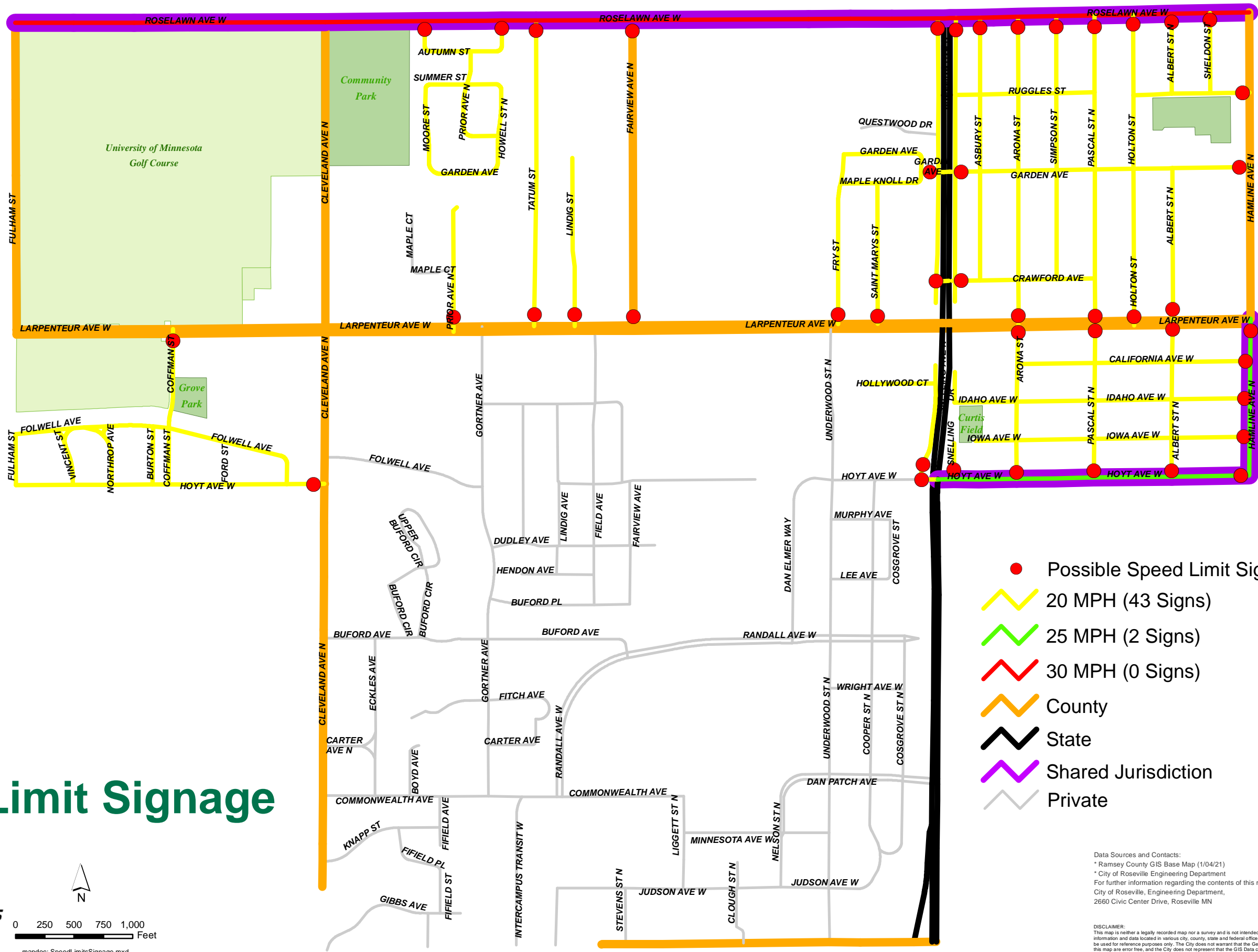
In order to adopt the new changes, Council will need to adopt a new ordinance. Staff recommends adopting similar ordinances to St Paul and Minneapolis having the City Engineer establish speed limits for consistency.

Communication and Outreach

If new speed limits are adopted, the City will be proactive in communicating the proposed changes by utilizing social media, the city's website, weekly newsletters and other means necessary.

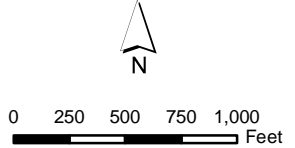
Speed Limit Signage

Since Falcon Heights has relatively small amount of roads and connection points to adjacent cities, staff recommends signing all local streets at the entrance points from County or State Roads or other cities. This would result in the need for approximately 45 new signs. Some of these would replace existing 30 mph signage but some roads would be signed that previously were not.



- Possible Speed Limit Sign Location (45 total)
- 20 MPH (43 Signs)
- 25 MPH (2 Signs)
- 30 MPH (0 Signs)
- County
- State
- Shared Jurisdiction
- Private

Speed Limit Signage



mapdoc: SpeedLimitsSignage.mxd
 map: SpeedLimitsSignage.pdf

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 March 4, 2021

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Enforcement

Staff will work with local law enforcement to help them educate and enforce the new speed limits established.

Evaluation

After implementation of new speed limits, staff conduct new speed studies and analysis as needed to see if additional changes are needed. As other cities adopt new speed limits or as development or redevelopment occur, it may be necessary to make changes. Additionally, changes in state law or new technology may necessitate additional changes.

| Are you a Falcon Heights resident? | Do you support a speed limit of 20mph on residential streets in Falcon Heights? | Why or why not? |
|------------------------------------|---|--|
| Yes | No | Aside from it being annoying as heck to drive 20 and have to spend more time in the car to get places, where is the data to show that such a decision is necessary and justified? How many people have been hit by cars in FH over the past few years? Where did those accidents happen? Who was at fault? For what reasons did they occur? Let's analyze the data before jumping on some other city's bandwagon and spending the taxpayers' money on new signage and notification. You are asking our opinion on this survey, but we can't give you an informed opinion without seeing the data. If there is, truly, a problem in FH, perhaps target certain streets or portions of streets with a lower speed limit or separate daylight & dark limits. Or maybe just do a reminder campaign for residents to watch for pedestrians and for pedestrians to use caution. I don't think a citywide lowering of the speed limit is necessary. |
| Yes | No | I don't think anyone will abide by it. Also, with the focus on policing and limitations we are adding to them, this will just be another reason (speeding) why an officer should not pull someone over for. Think about that for a minute. |
| Yes | No | It is too slow... 25 mph would be better. |
| Yes | No | I think 20 just might be too slow. 30 mph has been a standard for years. I think because of some of the recent laws regarding pedestrians that we are training pedestrians that if you step off of a curb into the street that cars will stop. Instead of looking both ways then stepping out on the street. Also, no matter what the speed limit is there will always be distracted drivers AND pedestrians because of their phones, radios and headsets. |
| Yes | No | Speed limits are not determined just by a posted sign. Speed on streets is primarily determined by the driver, is impacted by the street design and surrounding building/land. Just changing the limit on the sign will not change the perspective of a safe speed by the driver. To change a cars speed an increase in stop signs, traffic lights, and street topography will be needed. The cost associated with new signage will be poor money spent - on top of the added cost to enforce. |
| Yes | No | 20 mph seems too slow. I would be ok with 25 mph. |
| Yes | No | Too slow |
| Yes | No | Unnecessary |
| Yes | No | That is too slow. Maybe on the side streets that don't have much traffic except the residents, but not on main through streets. |
| Yes | No | If it isn't enforced I don't see the point. We are already stretched very thin on policing in general in the city with a contract that terminates at the end of this year. This initiative feels like little more than a symbolic effort that will require new signs and notifications at a financial cost with very little if any gain. Considering the substantial tax increases I've experienced as a resident here for the past 4 years I find it difficult to support things that cost money but don't change anything. It feels very wasteful. |
| Yes | No | Let's compromise and make it 25 mph |
| Yes | No | Current situation is fine. Just because St Paul/Mpls do something does not make it desirable. Has there been any incidents that would make this change desirable? If safety is the issue let's make it 10 mph. Not to mention traffic laws are seldom enforced of late. |
| Yes | No | 30 MPH is a reasonable speed and people watch out for walkers. |
| Yes | No | People are driving well in the area and the Citizens DO NOT deserve to be punished with a 20 MPH limit. No value. None. No proof of increased safety. |
| Yes | No | 30 is reasonable |
| Yes | No | I would need to know more about which roads this would affect and what the costs associated with the change would be. I think the people speeding on residential streets will speed regardless if there is a 20mph sign. Is there data on how effective this has been for Minneapolis and St. Paul before we try to implement it? This should all be taken into consideration before making the change |
| Yes | No | It is way too low and people will not follow it. Just creating more income for the city. |
| Yes | No | If you cannot drive a city street at 25 - 30 MPH and be attentive enough to keep others safe, hang up your keys. Twenty will lead to drivers feeling more able to pay attention to distractions rather than the road. |
| Yes | No | Need consistency with neighboring cities especially on Larpenteur, Snelling, Hamline. |
| Yes | No | I would support a 20 mph speed limit on some of the residential streets in FH, for example Asbury, Arona, Simpson, but not connector streets, such as Roselawn, Garden and Larpenteur. |
| Yes | No | Unnecessary cost of signage and RC does not do any traffic anyway let alone hardly have a squad in FH |
| Yes | No | I currently live on Tatum St, probably the longest residential street in the city without a stop sign or speed reduction mechanism. From my perspective, I do not see a problem with speed on the street, and a 20 MPH limit will make it take excessively long to drive down the half-mile block. |
| Yes | No | Define residential street more clearly, is larpenter? Is cleveland? Is Fairview, is city rd b, is snelling? |
| Yes | No | It is hard to enforce for visitors to the city unless each street is posted with a speed limit sign on each end of the residential streets. Residents and visitors alike do not study which roads are county or state and therefore one posting at the entrance to the city is confusing. As a biker & walker I would change my vote to YES if the confusion was eliminated. |
| Yes | No | 30 mph when enforced is reasonable speed on city streets. 20 mph would lengthen the time driving and increase pollution. |
| Yes | No | Speed limits focus on symptoms but do not solve the cause of why drivers go certain speeds in certain areas. Change the road design to change driver behavior. There are many other ways to perform traffic calming without touching speed limits |
| Yes | No | It would be OK for residential streets but not for thorough- fare streets |
| Yes | No | Changing the speed limit will not have any impact since there are no police officers around to enforce the law. We do not have regular patrols in our city to enforce the speed so it makes no sense. When we had St. Anthony police, they would routinely drive through the neighborhoods. It's not that way today. A sign will not stop the people who want to speed. The 20 mph speed limit would just be for show! |
| Yes | No | Why would I support it, so I can get pulled over all the time and ticketed just trying to get home? It will almost certainly negatively affect residents far more than the supposed benefits. Maybe make the city more walkable instead and have the presence of human pedestrians lower the speed of traffic naturally (its a city planning design, look it up). |
| Yes | No | Performative action at best, there's no patrol to enforce. Fix the patrol issue and add more stop signs. |
| Yes | No | I feel the current limits are good enough. |
| Yes | No | A police presence and enforcement would be a better idea before following suite with the big 2 for show. No one drives 20 on St Paul Streets. |
| Yes | No | Who is going to pay for all the new roads sign? The residents. It is getting too expensive to live here. The FH city administration only wants to copy what St Paul and Mpls is doing. FH gets no fiduciary kick-back from the state fair and no kick back from the u of m. This (road signs) is just another example of the residents of FH covering the cost for everyone else. |
| Yes | No | I don't see a problem with speed on our res streets. Matching neighboring cities is not a compelling reason to go through the process of changing. |
| Yes | No | I don't see any cause and affect. Won't speed bumps or other solution slow cars down. What is the cost of the proposed change? |
| Yes | No | The speed limit is not the issue. It's lack of enforcement. |
| Yes | No | Believe 30 is affective speed for residential street traffic. |
| Yes | No | It's just for show. If they want to do something that will help how about stopping the people doing 55 on Larpenteur. |
| Yes | No | Because the people who are causing fatalities in the area aren't respecting 30mph, so why would they respect 20mph? |
| Yes | No | 30 is fine as is. 20 is too slow. |
| Yes | No | The speed limit is 30 right now. People already don't obey the limit. Lowering it won't make a difference. I live on Tatum Street and people drive like maniacs. |
| Yes | No | As far as I am aware I have not heard this being a problem in Falcon Heights. Just because Saint Paul and Minneapolis do something doesn't mean it needs to be done in Falcons Heights. |
| Yes | No | Speed limits or adjustments often don't stop people from speeding. If more patrol was involved/enforced or speed bumps were implemented that would slow people down. |

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| Yes | No | What we need are sidewalks! We don't even have proper sidewalks leading to the elementary school! We need sidewalks! |
| Yes | No | Have not heard of any problems with 30 mph speed limit we have. |
| Yes | Yes | We do not have sidewalks in our part of Falcon Heights, and many people exercise by walking in the street, or biking. It would be safer. There are sufficient artery streets with higher speed limits (Larpenteur and Snelling) to allow for faster vehicle traffic. |
| Yes | Yes | Safety! HOWEVER: posted speed limits are FAR less effective at reducing traffic speeds than well-designed streets. Narrow streets, trees, and other interventions create an environment where people naturally slow down. I live on Tatum Street between Larpenteur & Roselawn — it's very wide and straight with no cross streets. It's designed for (and gets) 40-50mph traffic. While posting lower limits will help, in the long run we need better designed streets that reinforce driving behavior that aligns with posted limits. |
| Yes | Yes | Many kids playing in their yards and streets. We don't have sidewalks. There are many more cars parked on the streets these days (We've lived here for 40 years worth of observation!) The cars and TRUCKS can't see them in time if the kids walk or run out in the streets between them....and as kids, they WILL do that. There is more and more traffic coming off of Snelling. Delivery trucks and cars, (especially UPS and FedEx) are just awful speeding down the side-streets. We are all horrified at the increasing chance of kids getting hit. SLOW DOWN/KIDS PLAYING signs, or something like it would be helpful. |
| Yes | Yes | Noise from cars on Larpenteur Ave has increased significantly in the last year. Reducing speed will lower street noise. |
| Yes | Yes | because of pedestrians, children playing, animals in the street |
| Yes | Yes | Cars racing to beat light on Hamline and Larpenteur speeding to Hoyt or taking corner at California and Hamline too fast. Streets running north south do not have sidewalks so dangerous for pedestrians and our dogs. Maybe with a slower mph, cars will stop at atop signs. |
| Yes | Yes | Safer for pedestrians and children. |
| Yes | Yes | Promote safety and consistency with St. Paul |
| Yes | Yes | 20 is better because of more families with kids and pets walk in their neighborhood where there is no sidewalks. |
| Yes | Yes | people drive 40-45 as they cut through our streets a reduction may mean that they will actually drive 30mph |
| Yes | Yes | Because there are many young children around who are in danger with speeding cars, and so Falcon Heights is consistent with neighboring St. Paul. |
| Yes | Yes | I live on Holton Street where there are no sidewalks, young children and many walkers. Cars drive with excessive speed - they have for years. I favor an enforced speed reduction. |
| Yes | Yes | Safety - On Tatum Street, there are no sidewalks, so pedestrians must share the street with the vehicles. |
| Yes | Yes | Current speed limits are too high to protect pedestrians, bikers, and especially children. In addition, they are seldom enforced! |
| Yes | Yes | To reduce reckless driving on residential streets. |
| Yes | Yes | 1) I tend to walk more than I drive and getting run over less often would be nice (it hasn't happened yet to be clear, but I'd prefer things stay that way) 2) When I do drive and find myself on a residential street, I rarely feel the need to drive very fast, particularly that there are often pedestrians in the street due to the lack of sidewalks and there are cars parked on either side much of the time 3) Maybe if people had to drive less fast, their engines would be quieter 4) This is only tangentially related to this issue, but some more enforcement of noise ordinances with regards to mufflers or the lack thereof, particularly on Larpenteur, would be quite nice. I live in an older building and the windows sometimes rattle from how loud people drive. |
| Yes | Yes | Safety, first and foremost. There is a lot of pedestrian and bike traffic. Slower speeds will encourage more walking and biking, safely. |
| Yes | Yes | Safety. |
| Yes | Yes | So many more walkers lately and no sidewalks. Plus people walking with traffic instead of into traffic frequently. We want to encourage walking but need safety. We should also post signs about walking against traffic is recommended for safety. Also, our streets are very dark at night and hard to see walkers. Walkers don't seem to know this. Either we need more streetlights or public education on how to dress to be seen in the dark. Slower driving would help avoid potential accidents between cars and people at night. |
| Yes | Yes | I live on Tatum St. south of Roselawn. This is a very long block so vehicles pick up speed. We have children and many pedestrians using this block. 30 mph is too fast to be safe. |
| Yes | Yes | There are stop signs every couple blocks anyway, so the travel time is only impacted to the tune of a couple seconds. |
| Yes | Yes | 30 mph is too fast |
| Yes | Yes | Safety and prioritizing biking, walking and nonmotorized transportation |
| Yes | Yes | Safety of our children and community. I frequently have cars doing 50+ in front of our house. |
| Yes | Yes | Safety and consistency. |
| Yes | Yes | Drivers speed down "cut through" streets-especially Streets like Arona that go from Roselawn to Larpentuer or Crawford which allow people to avoid traffic or lights on Snelling/larpenter. I would also support more stop signs and speed bumps to slow people down. Way too many pedestrians, kids and dogs to risk people going 50mph on the streets! |
| Yes | Yes | Pedestrian safety |
| Yes | Yes | With few sidewalks, children often play in the street. The reduced speed limit makes the neighborhood safer for our children. |
| Yes | Yes | A lower speed limit will make our streets more safe, quiet, and livable for all of our citizens, and especially for the many children. |
| Yes | Yes | safety on narrow roads |
| Yes | Yes | Quite a few people walking for exercise or walking their dogs walk on Fry St. I live on Fry St and too many of those drivers trying to avoid Larpenteur and Snelling coming south to go west on Larpenteur come down too fast or those wanting to go north on Snelling go north up Fry too fast. The speed limit only makes sense if it's enforced. Initial monitoring to determine the need for periodic enforcement would be helpful. |
| Yes | Yes | I am tired of people speeding through our neighborhood. Also, there are more kids that have moved in recently. |
| Yes | Yes | There are too many vehicles that drive through our neighborhood at high speeds. We have lots of kids out playing in our neighborhood, and it makes for a very dangerous situation. |
| Yes | Yes | It would reduce non residents from using our residential streets to avoid busy intersections. I see this all the time on Garden Ave. People who live here tend to drive more slowly because they care what happens in their own neighborhood |
| Yes | Yes | Less accidents with lower speed limits. |
| Yes | Yes | I see too many cars speeding and running so signs already. Perhaps lowering limits further will help assuming enforcement of those limits. It also provides consistency with our large neighbor, St. Paul. |
| Yes | Yes | It's a slam dunk. Right thing to do for our seniors and children and especially in areas that have no sidewalks and in areas near the fairgrounds where people often speed and cut through going 40-60mph. |
| Yes | Yes | I don't believe the residents are the problem. Drivers "cut" through our area to avoid traffic at the corner of snelling and larpenteur. They drive much faster than 30mph, ignore the stop signs etc. maybe solving that issue should be considered first, lowering the speed limit will not affect these drivers at all. |
| Yes | Yes | I like not having sidewalks, but that also means cars should be driving slower. Also would need enforcement for it to work. |
| Yes | Yes | speeding cars kill people. |
| Yes | Yes | For the reasons stated previously, safety for all. |
| Yes | Yes | Especially being right between Minneapolis and Saint Paul, it makes sense to match that. I don't believe it is the best way to reduce speeds, but it is a tool. There are many strategies for reducing vehicle speed. |
| Yes | Yes | For the reasons listed on the website, specifically about the seriousness of injuries reducing considerably at 20 mph vs 30 mph |
| Yes | Yes | Align with the speed limit of neighboring St Paul. Eliminate our neighborhood roads as shortcuts from Snelling to Larpenteur & Larpenteur to Snelling. Promote a neighborhood feel. Safety. Noise reduction. Twenty is plenty. |
| Yes | Yes | 20 mph is safer and would be consistent with nearby cities. |
| Yes | Yes | I live on Tatum street and there are no sidewalks. People park on both sides of the street so space can be limited with people walking up and down the streets on both sides. It's a safety issue, one that really shouldn't be a debate. Is a loss of a life equal to someone saving 10m/hr on a trip? |
| Yes | Yes | This will protect residents from vehicles speeding through neighborhoods |
| Yes | Yes | |

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| Yes | Yes | Safer for kids, less pedestrian accidents, and i think we could benefit from a slower pace of life, we don't need to constantly be rushing everywhere, and driving 20mph vs 30mph isn't going to inconvenience people's life that much. (People will still probably drive 5mph over anyway) |
| Yes | Yes | Drivers regularly blast through the four way stop at my corner going well over 30mph. They don't even slow down to a roll. There are a lot of very young kids and no sidewalks. My corner is Garden and Asbury. |
| Yes | Yes | We have 11 small children surrounding the corner of Asbury and Ruggles. Drivers going to and from Snelling frontage road are traveling too fast with no 4 way stop to slow down. Super dangerous for residents. |
| Yes | Yes | I have observed speeding over 40 mph and am concerned about the safety of children, pedestrians and cyclists. Slowing down is imperative for observation and calms the driver as well. |
| Yes | Yes | Tatum street has become a main thoroughfare for non-residents speeding to and from Larpenteur. It's becoming incredibly unsafe, and I would prefer to have Tatum blocked off at Larpenteur completely. |
| Yes | Yes | It matches the surrounding cities and seems in line with the nature of our residential streets. That said, better design to incentivize slower speeds would be preferable to just speed limits. Speed limits can only do so much. |
| Yes | Yes | People speed down Tatum often and 20 is plenty to avoid accidents with kids playing, pedestrians, bikers and animals. |
| Yes | Yes | Right now our neighborhood feels unsafe for all of the children and pedestrians that are out and about. |
| Yes | Yes | This is a neighborhood of young families, walkers, joggers & pet owners. It is also a neighborhood of streets with no side walks. Our streets are used just as much by pedestrians as cars. If there's anything the pandemic has taught us is the importance of community, safety and residents being able to enjoy our immediate outdoor spaces. |
| Yes | Yes | Cars speed too fast and lots of kids play in yards and could run in the street. |
| Yes | Yes | Yes. Lower speeds should calm traffic and reduce injury severity when collisions do occur. |
| Yes | Yes | I believe speed limits higher than 20 mph on side streets create a dangerous situation for children and walking pedestrians. I am therefore in support of this measure. |
| Yes | Yes | It would make our streets safer and make our rules consistent with surrounding areas. |
| Yes | Yes | 20 mph is plenty fast for residential streets and it would make sense to be consistent with other cities. Making our streets safer, especially for kids, pedestrians and cyclists, should be a priority and reducing speed limits would be one way towards this goal. |
| Yes | Yes | Yes, but it won't do any good! The roads are too wide. Design features are needed to slow the cars. See for example https://www.strongtowns.org/journal/2019/1/8/new-20-mph-street |
| Yes | Yes | To decrease risk of injuries to people particularly children. To decrease road noise within the neighborhood. To deter people from taking shortcuts off of Larpenteur through residential areas. |
| Yes | Yes | It is often that cars will FLY down Pascal with little regard for young kids who are out and about and could easily ride out of their driveway on their bikes and it would be too late, the drivers would not be able to respond in time. But I'm not sure a speed limit is sufficient, it would also have to be enforced. It may also be worth considering placing a stop sign at Crawford and Pascal for drivers heading north on Pascal. Often people will use Pascal as a throughway and placing a stop sign right after they turn on to Pascal may help reduce this. |
| Yes | Yes | I do but think it is pointless because we have no police to enforce it. |
| Yes | Yes | I am afraid to let my kids play in the front yard or ride their bikes in the street because people drive so fast down the street. However, changing the speed limit won't do anything unless the roads are being patrolled regularly or speed bumps are put in. |
| Yes | Yes | MAYBE it will make people slow down, but unlikely unless it is enforced. More stop signs would work better I would think. |
| Yes | Yes | Lots of kids on our streets and plenty of other main roads people can take if they don't want to go slowly. |
| Yes | Yes | Children!!!! |
| Yes | Yes | It is safer for children and pedestrians. |
| Yes | Yes | We live on Tatum St. As a through street from Roselawn to Larpenteur there are a number of cars that speed down our road at speeds over 30 MPH daily. Delivery drivers, residents, etc. with the high number of pedestrians who use our street it does feel dangerous. 80% of residents may drive at reasonable speed, but I'm worried about the 20% that don't. Even driving myself at speeds of 25-30 I don't feel safe when pedestrians are on the street (which they frequently are). I end up setting my own speed to be between 15-20MPH out of concern for my neighbors (particularly the families with children). The speed limit should be lowered, but then we'd need to actually have someone monitor the streets for speeders... or just install speed bumps on our street. |
| Yes | Yes | With limited sidewalks, we have to walk/ bike on the side of the road. |
| Yes | Yes | People drive very fast on residential streets while taking shortcuts off on Snelling and Larpenteur. Stop signs are sometime ignored or rolled through. There's just no reason to go above 20 mph on residential city streets. There are also several schools in the area, and I think drivers are unaware of those as they cut through the neighborhood. |
| Yes | Yes | Safety reasons; children, pedestrians . People who may consider to cut through residential street to approach the HWY faster will be definitely less motivated. Less traffic, better streets as well. |
| Yes | Yes | Safer for children and all walkers. Some cars buzz through at dangerous speeds. |
| Yes | Yes | For the safety of pedestrians and bikers. |
| Yes | Yes | Because Tatum Street is a hazard zone that does not have support from the mayor for safe speeds or even legal speeds. City does speed measurements during COVID shutdown in order to assess Tatum speeds prior to replacing. Ridiculous engineering might be an appropriate term. Or simply don't care or lazy. |
| Yes | Yes | Since pedestrians share streets with cars in many parts of Falcon Heights, reduced speeds would improve safety and comfort. It would also make the area safer for pets and children playing outside. Finally, being consistent with nearby areas would reduce confusion. |
| Yes | Yes | Our street, Tatum, is a through street and people drive entirely too fast down the street. It's very dangerous for kids, pets, anyone walking or biking. |
| Yes | Yes | We bike on the streets with our kids where we don't have paths or shoulders to ride on and some drivers don't notice and drive by close quite fast |
| Yes | Yes | Cars drive way too fast on Pascal where we have lots of kids playing. |
| Yes | Yes | There are so many kids around and not enough people going slow enough to be diligent on the lookout of little kids. |
| Yes | Yes | No sidewalks, lots of children, high incidence of speeding cars on city streets |
| Yes | Yes | Slower speeds on residential streets are never a bad idea but if our policing is at a level consistent with the past few years how will it be enforced? The people who care about our neighbors already drive cautiously. It won't change the behavior of inconsiderate drivers. |
| Yes | Yes | There are so many children playing and pedestrians and so few sidewalks |
| Yes | Yes | Too many Falcon Heights roads have no sidewalks and it's already dangerous to walk our town. Lowering the speed limit will help. |
| Yes | Yes | People drive too fast, especially by the school. It's dangerous. |
| Yes | Yes | Prefer speed bumps on the streets around Larpenteur/Snelling intersection. Drivers frequently bypass the light and go through the various neighborhood streets. If they're impatient enough to not wait for a light, they won't drive a respectable speed through the neighborhoods. Plus, if no one is there to enforce to speed limit what good is changing it? Speed bumps have been used else where and it doesn't take police to regulate. |
| Yes | Yes | I live in Pascal Street and people who hit the red light on Larpenteur or Snelling will turn on Pascal at very high speeds. They do this to bypass the light. I have many kids in the neighborhood in this is very dangerous. I want speed reduction and speed bumps. |
| Yes | Yes | no sidewalks make FH dangerous. anything to slow traffic down cars seem to be faster every year |
| Yes | Yes | It seems safer. |
| Yes | Yes | It should make the streets more pedestrian friendly |
| Yes | Yes | SAFETY! Clearly drivers are already not following the 30 mph limit... I think it is a no brainer to lower the speed limit for the SAFETY of all pedestrians and bikers... but most of all for the safety of our children. |
| Yes | Yes | I love across the street from the school at the 4-way stop sign. People speed through and rarely stop. As a community member, I'd be willing to sit, watch/count total cars: cars that stop over a 24-hr period and bring this data to council. Being so close to the school, I think this law is a necessity! I'd be willing to do what it takes to help ratify this decision for our community. |
| Yes | Yes | No need to drive faster than 20 on our city streets. People walking children etc. |

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| Yes | Yes | Safer for everyone and aren't main roads and so aren't a major part of anyone's commute making it a minimal inconvenience. |
| Yes | Yes | Delivery drivers and rush hour short cut takers speed down Arona Street between Roselawn and Larpentuer every single day. |
| Yes | Yes | Without sidewalks, the residents must walk and bike in the streets. Our block is near the school, so it becomes a cut through during pickup and drop off. People drive so fast, posing a significant danger to neighbors. I 100% support a 20 mph speed limit and more patrols to enforce it. |
| Yes | Yes | I live on a dead end street with many children living on it and delivery trucks drive very fast. Also, I'd be in favor of reducing the speed limit on Larpentuer. There are three different speed limits between Snelling and Carl St., and cars drive much faster than 40mph on Larpentuer. |
| Yes | Yes | For safety reasons. It needs to be enforced though. A change does nothing without enforcing it. The speed limit is 5mph in the alleys and people drive 20. |
| Yes | Yes | I have children and we don't have sidewalks, so they walk and bike in the street. |
| Yes | Yes | Large parts of Falcon Heights do not have sidewalks. 20 mph is much safer for pedestrians and children and bicyclist. We can all safely share and use our roads when cars drive more slowly. |
| Yes | Yes | Lots of children, dog-walkers and people on our streets. If people are in a rush, let's encourage them to use streets like Snelling and Lexington vs speeding through residential streets. |
| Yes | Yes | I agree with the moto I've seen on signs that "20 is plenty". I live on Iowa Ave W and see lots of speeders going faster than 30 mph and there are lots of kids around. If changed, please enforce it. Thank you. |
| Yes | Yes | Safety for children |
| Yes | Yes | The data show that accidents drop significantly when speeds are lowered. Less accidents keep everyone safer, keeps the streets more pleasant without cars flying by. |
| Yes | Yes | Safety |
| Yes | Yes | I have kids. |
| Yes | Yes | Without sidewalks in our quadrant, children and adults are walking, biking, etc, in the roadway shared with cars. Cars and other vehicles are driving too quickly with little regard for pedestrians. |
| Yes | Yes | Slower speeds is safer for our community. |
| Yes | Yes | Makes it more actionable to enforce when people are zipping through our residential areas. Makes it safer when so many of our streets don't have sidewalks. |
| Yes | Yes | Slower speed limits are safer, more peaceful, and generally a good idea in residential neighborhoods. |
| Yes | Yes | Although I do not think it will be observed nor enforced, it would give us residents a bit more peace when trying to deter those who like to speed down our streets, especially mine -Holton - between Larpentuer and Roselawn. |
| Yes | Yes | Will help make streets safer for children and families as they walk. |
| Yes | Yes | None of the street sections in the city are so long that going 20 MPH will create a hardship for any vehicle. |
| Yes | Yes | Our neighborhood doesn't have sidewalks, so people use the street for walking. Slower is safer for everyone, and we are close enough to major arteries that travel times will not be significantly affected. Please consider adding all-way stop signs along garden as well. |
| Yes | Yes | Crawford Ave is very dangerous. Ppl speed down it to avoid the stop lights and get back onto larpentuer Ave. |

No
No
No
No



REQUEST FOR COUNCIL ACTION

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| Meeting Date | May 05, 2021 |
| Agenda Item | Policy D2 |
| Attachment | Petition & Project Map |
| Submitted By | Stephanie Smith, Asst. City Engineer |

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| Item | Idaho/Iowa Alleyway Petition |
| Description | <p>The City has received a petition from 12 properties and 1 set of renters adjacent to the Idaho/Iowa alleyway between Pascal St. and Arona St. This represents 52% of the adjacent properties. Only 30% of adjacent properties are required for the petition to be valid. The petition requests the City address problematic drainage on the alleyway, specifically where it intersects Pascal Street.</p> <p>Staff surveyed the area that holds water. In order to address the drainage issue, staff would propose regrading a portion of the alleyway, lowering the existing catch basin and repaving the alleyway. A concept-level estimate of the cost would be \$20,000 - \$30,000.</p> <p>If the Council were to pursue a project to address this concern, a draft schedule is shown below:</p> <ul style="list-style-type: none"> • May 12 – Order Feasibility Report, Set Improvement Hearing • May 26 – Accept Feasibility Report, Order Plans and Spec • June 9 – Improvement Hearing, Approve Plans and Spec, Approve CO • June-August – Construction • Fall – Assessment Hearing <p>This schedule may allow construction this year as part of the 2021 Pavement Management Project that is soon to begin.</p> <p>Additional alleys in the area have also been brought up for improvements. City staff feels that one alley could be change ordered into the project but adding additional alleys at this time would not be feasible. If additional alley work is needed this can be looked at as a project in the next year or two. The next scheduled pavement project will be in 2023 according to the Capital Improvement Plan.</p> |
| Budget Impact | The City’s Assessment Policy states that property owners are responsible for 90% of the costs for alleyway improvements. The assessment policy would |

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| | <p>have the amount split among the 23 adjacent properties based on the length of their frontage to the alleyway, for an estimated \$750-\$2,250/property.</p> <p>The City would fund the remaining 10% of the cost with the Street Fund, at an estimate of \$2,000-\$3,000.</p> |
| Attachment(s) | <ul style="list-style-type: none"> • Petition • Project Map |
| Action(s) Requested | <p>Discuss the petition, alleyway drainage and potential project.</p> |

Hello Friends,

This is a list of residents that have expressed an interest in getting the drainage of the alley and street corrected.

- 1) Bill Mosier 1464 Idaho Ave W
- 2) Josh and Elizabeth Penrod 1468 Idaho Ave w
- 3) Ginny and Craig Allen 1490 Idaho Ave W
- 4) Liz Snyder and Josh Fisher 1508 Idaho Ave W
- 5) Abbey Carlson 1502 Idaho Ave W
- 6) Richard Krueger and Mary Anne Casey 1494 Idaho Ave W
- 7) Kent McCoy 1463 Idaho Ave W
- 8) Sharon Auerbach and Joseph Milton Gilpin
- 9) Thomas Miller 1485 Iowa Ave W
- 10) Paul and Sharon Eberhard 1497 Iowa Ave W
- 11) Walter Dunlap 1503 Iowa Ave W
- 12) Kurt Johnson and Lily Tharoor 1507 Iowa Ave W
- 13) CONNIE THOMPSON 1482 IDAHO AVE W.

Bill Mosier

Owner

Street and alley correction

Hello neighbors,

My name is Bill Mosier. For many years now we have had to put up with the lack of proper drainage on Pascal between Iowa and Idaho when it begins thawing in the spring. There is also a problem with drainage of the alley where it intersects with Pascal (east end). I'm sure you all have driven through unusually deep water or deep ruts caused from an ice buildup in these areas.

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Bill Mosier

Address here: 1464 IDAHO AVE W.

Sign here: 

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Elizabeth + Josh Penrod

Address here: 1468 Idaho Ave W.

Sign here: Elizabeth B Penrod

Thanks for taking this on. Bless! We're happy to help however we can!

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Ginny and Craig Allen

Address here: 1490 Idaho Ave W, Falcon Hd 55108

Sign here: 

Thanks, Bill, for taking on this project!

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: UZ SNYDER & JOSH FISHER

Address here: 1509 IDAHO AVE. W.

THANKS FOR
COORDINATING!

Sign here: 

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Abbey Carlson

Address here: 1502 Idaho Ave

Sign here: Abbey Carlson

* Please let my husband (Ryan) & Me know if there is anything we can do to help advocate

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here:

Richard Krueger

Mary Anne Casey

Address here:

1494 Idaho Ave W

Sign here:

Richard Krueger

Richard A. Krueger
Mary Anne Casey
1494 Idaho Ave W.
Falcon Heights, MN
55108

Memorandum

TO: Bill Mosier and City of Falcon Heights

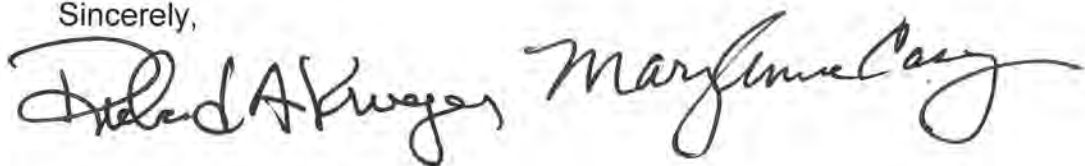
RE: Alley problems

We fully support our neighbor Bill Mosier and other neighbors as they seek to correct the drainage problems in the alley between Idaho and Iowa.

We've lived at 1494 Idaho for 28 years. We remember that when we moved in there was NOT a drainage problem. It only occurred after the resurfacing of the alley sometime after 2000. We agree that the residents should pay a portion of the reconstruction, but not at the 90% level. We feel the cost ought to be shared between residents and the City. The City approved the construction of the last rebuilding and it proved to be inadequate. This then ought not to be the primary problem of the homeowner. The City needs to take responsibility beyond the 10% proposed.

Thank you Bill Mosier for moving us forward.

Sincerely,

Handwritten signatures of Richard A. Krueger and Mary Anne Casey.

Street and alley correction

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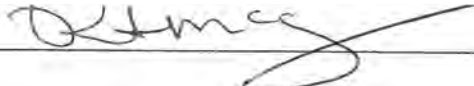
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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Kent McCoy

Address here: 1463 Iowa Ave W

Sign here: 

Street and alley correction

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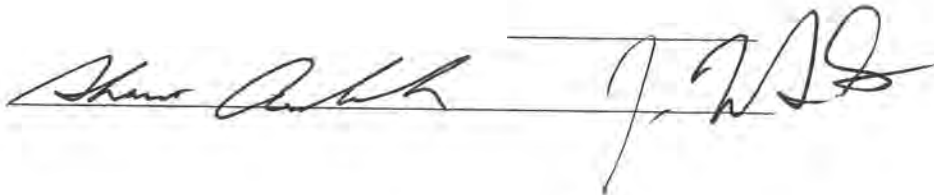
I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: SHARON AUERBACH, ^{JOSEPH} MILTON GILPIN

Address here: 1467 IOWA AVE W

Sign here:



March 30, 2021

Hi Bill,

Our landlord got back to us right away saying he would back the cause if we give our support. So for what it's worth, here are our signatures!

Shun & Thilton

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Thomas M. Miller

Address here: 1485 Iowa West

Sign here: *Thomas M. Miller*

Hi NEIGHBOR

Talked to a Roseville
engineer who told me
Roseville has been contracted
by Falcon Heights to do
maintenance on the alleys.
He is proposing the alley
be repaved and crowned
Tom.

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: Paul + Sharon Eberhard

Address here: 1497 Iowa Ave West

Sign here: Paul Eberhard

Bill, thanks for taking the initiative on this. We support your efforts. We are assuming that at some point there will be an estimate from which we can determine approximate cost. Another thought, my feeling is that the current snow plower of the alley could possibly help the situation. He did not do a good job at either end this year but especially on the Pascal side. Thanks, Paul

Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here:

Walter Dunlap

Address here:

1503 Iowa Avenue

Sign here:



Street and alley correction

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

Print name here: KURT JOHANSTON & LILY THARROO

Address here: 1507 Iowa Ave West

Sign here: 

Bill,
I can help out with this. Give me a call. The Alley needs a re-pave anyway.
Regards
Kurt

Street and alley correction

Hello neighbors,

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I'm at 1464 Idaho Ave W.

Thank you,
Bill Mosier

* Depends on the amount of money for alley repair per household.

Print name here: Connie Thompson

Address here: 1482 Idaho Av. W.

Phone (opt) here: _____

Sign here: C. Thompson*

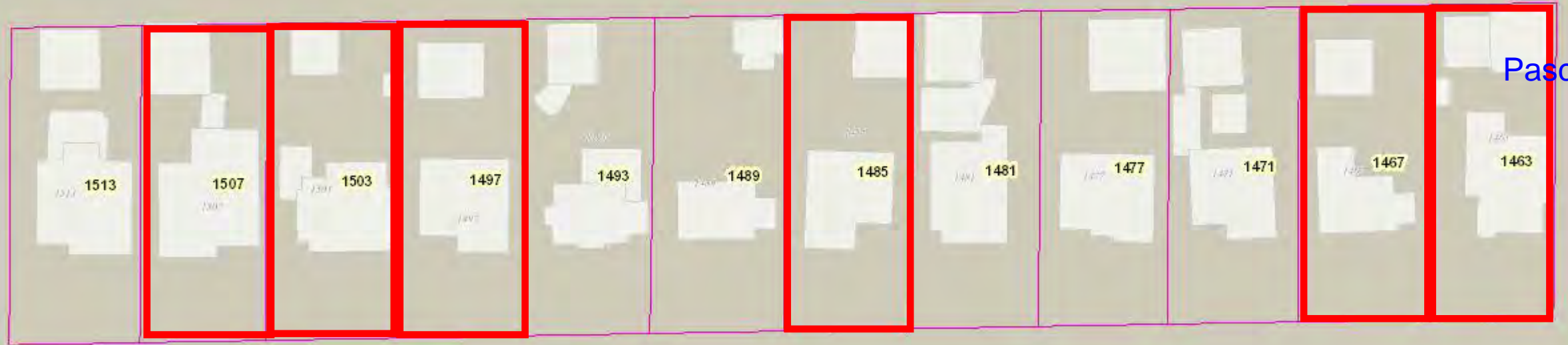
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Idaho Ave

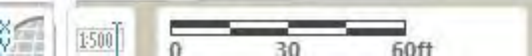
Arona St



Pascal St



Iowa Ave



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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | May 5, 2021 |
| Agenda Item | Policy D3 |
| Attachment | Letter from Attorney |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------------|---|
| Item | American Rescue Plan Funding Update |
| Description | <p>An update will be provided after a joint webinar from Metro Cities and the League of MN Cities scheduled for May 5. Below are what we know already</p> <ul style="list-style-type: none"> • Funds will be released in two payments to local governments, with half following enactment and half paid 12 months following receipt of first payment. • There will be no minimum population threshold for payments, but non-entitlement distributions will be capped at 75% of the pre-pandemic city budget. • Funds can be used to replace lost revenue. • Funds can be transferred between jurisdictions or to nonprofit partners. • Investments in water, sewer, or broadband infrastructure. • Costs incurred by the City from March 3, 2021 to December 31, 2024 to respond to the health emergency or its negative economic impacts including: <ul style="list-style-type: none"> • Assistance to households, small businesses, and nonprofits to aid in the response to the public health emergency. • There is an expenditure deadline of Dec. 31, 2024. |
| Budget Impact | To be determined. |
| Attachment(s) | <ul style="list-style-type: none"> • City Attorney Letter from previous Workshop |
| Action(s) Requested | Informational item until guidelines are established. |

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MEMORANDUM

TO: SACK THONGVANH, CITY ADMINISTRATOR
FROM: CITY ATTORNEY
DATE: MARCH 25, 2021
RE: AMERICA RESCUE PLAN: CORONAVIRUS LOCAL
FISCAL RECOVERY FUND



CAMPBELL KNUTSON
PROFESSIONAL ASSOCIATION

BACKGROUND

The recent passage of the America Rescue Plan Act of 2021 (“Act”) brings a new wave of federal dollars to every city in Minnesota. This memo summarizes the initial guidance surrounding the use of these dollars.

Any guidance on the subject is shrouded in uncertainty as the U.S. Department of Treasury has not yet released guidance relating to the Act. During the use of the CARES funds in 2020 the U.S. Treasury Department released a great deal of guidance on the use of CARES funds. The same volume of administrative guidance is expected to be released for this Act.

Within the America Rescue Plan is a section called the Coronavirus Local Fiscal Recovery Fund (CLFRF). For reference, the money distributed to cities for the 2020 CARES Act was called Coronavirus Relief Fund, aka CRF.

DISTRIBUTION

CLRF is the vehicle that will deliver funds to cities and local governments. CLRF monies for cities with populations greater than 50,000 will come in two distributions directly from the U.S. Treasury:

1. The first distribution will likely occur by May 11, 2021.
2. The second distribution will likely occur before May 11, 2022.

Cities with less than 50,000 people will be receiving distributions by the State. The timing and methodology of the state’s distribution is less certain but it is estimated that the state will distribute funds by June 9, 2021.

Population data for the disbursements of funds are said to be based on a city’s 2019 population as determined by the U.S. Census Bureau.

USES FOR THE FUNDS

The covered period for most of the CLFRF is from March 3, 2021 to December 31, 2024.

Eligible uses for CLFRF include the following:

- Costs incurred by the City from March 3, 2021 to December 31, 2024 to respond to the health emergency or its negative economic impacts including:
 - Assistance to households, small businesses, and nonprofits to aid in the response to the public health emergency.

- Aid to hard-hit industries such as tourism, travel and hospitality.
- Premium pay for essential workers.
 - An amount up to \$13 per hour that is paid to an eligible worker in addition to wages the worker otherwise received.
 - For all work performed by the eligible worker during the COVID-19 public health emergency.
 - May not exceed \$25,000 per eligible worker.
 - Can be grants paid to eligible employers who have employees who have done essential work.
- Revenue replacement for providing government services. Must compare revenue from FY 2019 for comparison.
- Investments in water, sewer, or broadband infrastructure.
- Eligible Transfers:
 - Nonprofit organizations.
 - Public benefit corporation involved in transporting passengers or cargo.
 - Special purpose unit of government (i.e. watershed district).
 - State.
 - Tribal organizations.

Non-eligible uses include:

- Using funds to directly or indirectly offset tax reductions or delay a tax/tax increase.
- Depositing funds into any pension fund.

The first non-eligible use is currently being challenged by a number of state attorneys general. The argument is primarily twofold: this provision limits states constitutional taxing authority and any expenditure for infrastructure purchases are certainly likely to lower taxes. The group of attorneys general have requested assurances from the Treasury Department that the CLFRF can in fact be used for tax relief.

If a city spends CLFRF money on non-eligible uses the city will be required to pay that money back.

HOW TO PREPARE

Here are some ideas on what a city can do now to prepare for this CLFRF money:

- Maintain a report of revenue line items from FY 2019.
- Maintain a report of revenue line items from FY 2020 and FY 2021.
- Maintain a list of employers in the community who employ essential workers.
- Maintain a list of tourism, travel, and hospitality businesses in the community.
- Maintain a list of the City's planned, needed, or aspirational investments in water, sewer, or broadband infrastructure.



REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | May 5, 2021 |
| Agenda Item | Policy D4 |
| Attachment | Site Map |
| Submitted By | Sack Thongvanh, City Administrator |


| | |
|----------------------------|--|
| Item | Amber Union Update |
| Description | <p>Parking on the east side will be finalized through an encroachment agreement, vacation, and easement between the City of Falcon Heights and Buhl Investors as discussed in the approved Planned Unit Development (PUD).</p> <p>Buhl Investors have also requested the that the MetCouncil Tax Base Revitalization Account (TBRA) Contamination Cleanup Grant be structured as a 40 year balloon loan from the City to Buhl Investors. The Attorneys are draft the following items:</p> <ul style="list-style-type: none"> • Encroachment Agreement • Quick Claim Deed for the Vacation • Easement • Sub-Grant Agreements <p>The vacation public hearing is anticipated to be scheduled for May 26th.</p> |
| Budget Impact | To be determined. |
| Attachment(s) | <ul style="list-style-type: none"> • Site Map for East Lot Parking |
| Action(s) Requested | Staff will be requesting action on items listed in the next two months. |

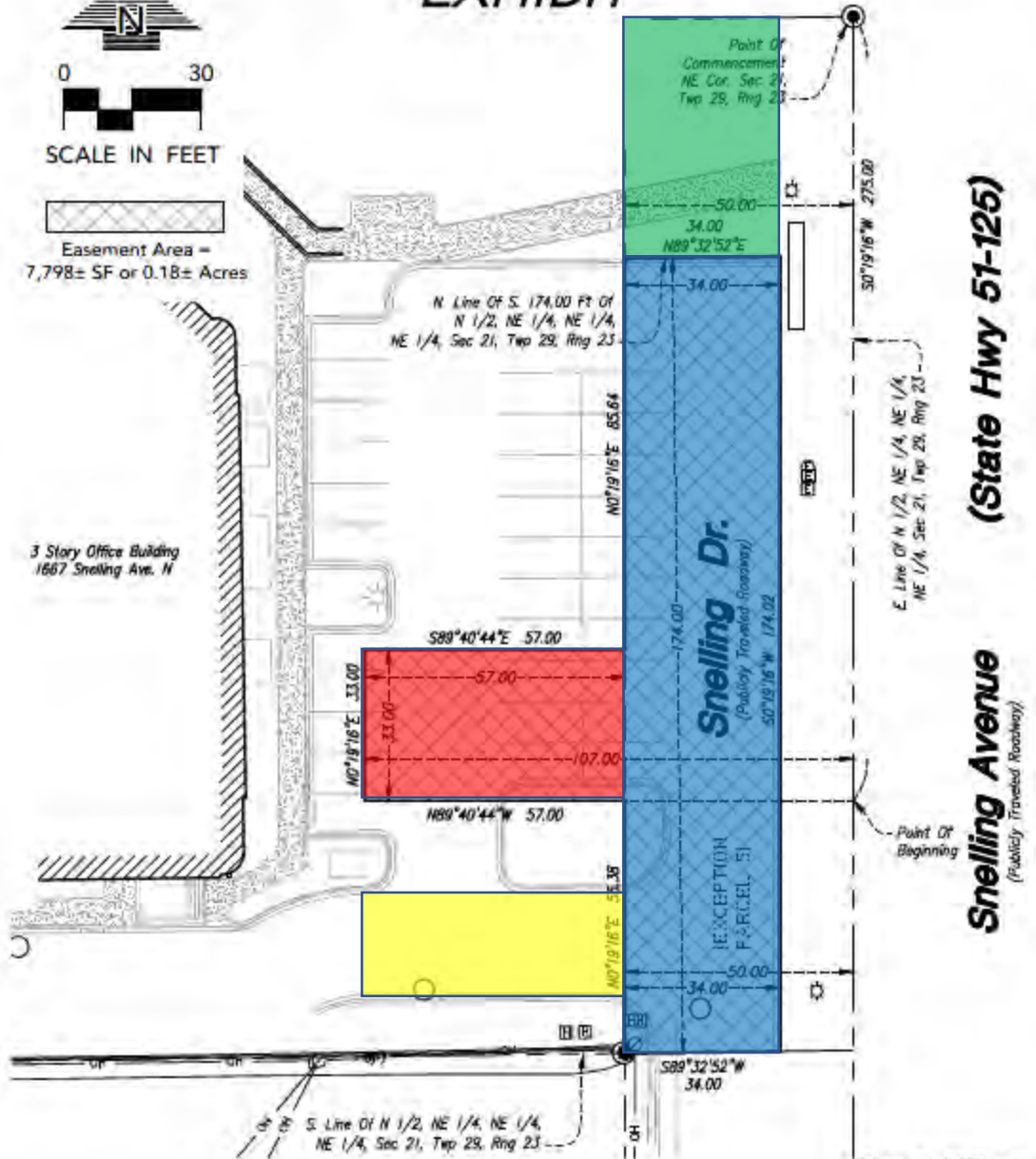
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EXHIBIT



SCALE IN FEET

 Easement Area = 7,798± SF or 0.18± Acres



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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|---------------------------------------|
| Meeting Date | May 5, 2021 |
| Agenda Item | Policy D5 |
| Attachment | Lease Agreement & Park and Rec Packet |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------------|--|
| Item | Community Park Building Update |
| Description | <p>The City has a \$1 lease agreement with the University of Minnesota for the use of Community Park since 1958. In 1990, the City requested and received a lease extension for a period of 20 years for the construction of a new community park building. The construction of the Community Park Building in 1990 was approximately \$300,000. The 1990 Lease Agreement included provision that if the University terminates the lease agreement during the amortization period of the building, that the University would reimburse the City for the unamortized portion of the project cost.</p> <p>The current lease will expire December 2024.</p> |
| Budget Impact | To be determined. |
| Attachment(s) | <ul style="list-style-type: none"> • Current and Previous Lease Agreements • May 3, 2021 Park and Recreation Commission Packet |
| Action(s) Requested | No action required. |

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RE COORDINATOR (ORIG.) 7/30/07

PLANNING/PROGRAMMING

USERS: Caroline Middleton

University Lease No. U-117

UNIVERSITY OF MINNESOTA

LEASE

THIS LEASE ("Lease") is entered into this 28th day of June 2007 (the "Effective Date") by and between Regents of the University of Minnesota, a Minnesota constitutional corporation ("University") and the City of Falcon Heights, Ramsey County, Minnesota, a municipal corporation (the "City").

WHEREAS, University and City entered into an Agreement dated December 31, 1973 and an Amendment Extending Lease dated April 5, 1990 (together, the "Agreement"), wherein the City leased from University approximately 14.5 acres legally described on the attached Exhibit A (the "Property") for playground and recreational purposes; and

WHEREAS, the Agreement will expire on December 31, 2008; and

WHEREAS, City desires to continue leasing the Property; and

WHEREAS, University agrees to execute a new one-year annually renewable Lease.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of the Lease shall be for one (1) year beginning on January 1, 2009, automatically renewing for up to fourteen (14) additional one (1) year terms ending on December 31, 2024 (the "Term"), unless terminated earlier as provided herein. This Lease may be terminated by either party for any reason on any December 31 during the Term upon not less than 365 days' prior written notice to the other party.

2. Rent. As rent for the entire Term, the City shall pay to the University One Dollar (\$1.00) ("Rent") on the Commencement Date.

3. Use of Property.

3.1 City shall occupy and use the Property solely for playground and recreational purposes, and for no other purpose without University's prior written consent, which University may withhold in its sole discretion.

3.2 City shall comply with all applicable laws relating to its use of the Property, including but not limited to the City's Ordinance Chapter 34 Parks and Recreation. In addition, the City shall comply with applicable University policies and procedures, including but not limited to the University's Board of Regents' Policy regarding Possession and Carrying of

upd

Weapons, which is attached as Exhibit B, and the University's Smoke-Free Indoor Air Policy, which is attached as Exhibit C.

3.3 City shall procure, maintain in effect, and comply with all conditions of any and all permits, licenses, and similar authorizations required by any governmental authority having jurisdiction over the use thereof.

4. Improvements.

4.1 The City shall not install or build any new structures, buildings, or other improvements ("Improvements") on the Property without University's prior written consent, which may be withheld in University's sole discretion. All building permits for any Improvements shall be issued by University's Building Official's Office.

4.2 During the Term, all existing Improvements shall be owned by the City. On the expiration or earlier termination of this Lease, the Improvements shall be owed by the University. (Together the Improvements and the Property are referred to herein as the "Leased Premises".)

4.3 City shall keep the Leased Premises free of any and all mechanics', materialmens', and other liens arising out of any work, labor done, services performed, or materials furnished for City or claimed to have been furnished during the Term.

5. Maintenance. City shall neither commit nor suffer any waste to the Leased Premises and shall, at City's sole cost and expense, keep and maintain the Leased Premises in good order and repair and safe condition. The City, at its sole expense, shall make any and all additions to or alterations or repairs in and about the Leased Premises that may be required by any laws, ordinances, and regulations applicable to the Leased Premises. In no event shall City undertake or allow any activity to be conducted on the Leased Premises that constitutes a nuisance, is immoral or obscene, or is a threat to the welfare of the general public.

6. Damage or destruction. If the Leased Premises are damaged or destroyed from any cause(s) whatsoever, City shall promptly give written notice thereof to University. City shall promptly repair or restore the Leased Premises as nearly as possible to its condition immediately prior to such damage or destruction unless University and City mutually agree in writing that such repair and restoration is unnecessary. All plans and or specifications for such repair or restoration work shall be submitted to University for approval, which shall not be unreasonably withheld or denied. University shall have no liabilities, obligations, or responsibilities whatsoever with respect thereto or with respect to any plans or specifications submitted to University under this Lease. University's review of any plans or specifications is solely for University's own purposes, and University does not make any warranty concerning the appropriateness of any such plans or specifications for any other purpose. University's approval of any such plans and specifications shall not render University liable therefore, and City agrees to indemnify, defend, and hold harmless University from and against any and all claims arising out of or from the use of such plans and specifications.

7. Condemnation.

7.1 In the event of a total taking of the Leased Premises, this Lease shall terminate on the date of the taking. Any award or payment made in respect to the taking of the Property shall be paid to University. Any award attributable to Improvements shall be equitably allocated between University and City.

7.2 In the event of a partial taking, the Lease shall continue for the remainder of the Term for that portion of the Leased Premises not taken. Any award with respect to the taking of the Property shall be paid to University. Any award attributable to Improvements shall be equitably allocated between University and City.

8. Assignment and Subletting. City shall not assign or sublet the Leased Premises in whole or in part without University's prior written consent, which may be withheld or denied in University's sole discretion. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of the Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Surrender of Leased Premises. At the expiration or earlier termination of this Lease, City, at its sole expense, shall (a) remove all Improvements and personal property from the Leased Premises; (b) repair any damage to the Property; and (c) quietly yield and surrender the Property to University in the same good condition that existed when it took the Property, to be determined at University's sole discretion. Personal property not removed by Tenant shall be considered abandoned and University may without liability dispose of it as it deems expedient. At University's option, University may accept the Property in its improved condition rather than requiring the City to remove them.

10. Utilities, Services and Taxes. During the Term, City shall pay all costs associated with or resulting from its use of or otherwise attributable to the Leased Premises, including but not limited to real estate or personal property taxes or payments in lieu thereof and installments of special assessments.

11. Environmental Requirements. City shall not install, use, generate, store, or dispose of, in, or about the Leased Premises any hazardous substance, toxic chemical, petroleum product, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation any material containing asbestos or PCBs (collectively, "Hazardous Materials") without University's written approval of each Hazardous Material.

12. Insurance.

12.1 During the Term, the City shall obtain and keep in force (a) either commercial general liability insurance or equivalent insurance through the League of Minnesota Cities Insurance Trust (LMCIT) with coverage for personal and bodily injury, property damage and public liability with limits of not less than \$1,000,000 each occurrence; (b) worker's

compensation insurance to at least statutory limits for any and all workers; and (c) property insurance covering all Improvements and personal property on or about the Property.

12.2 Each policy shall name the Regents of the University of Minnesota as an additional insured and shall be endorsed to provide University with at least thirty (30) days advance written notice of non-renewal, reduction in coverage, or cancellation. .

12.3 Upon request, the City shall provide certificates of insurance or certified copies of the policies to University.

13. Indemnification. The City shall defend, indemnify, and hold harmless the University from and against any and all injuries, damages or loss (including attorney's and other professional fees) arising from any act or omission of City under this Lease. The City's duty to indemnify and hold harmless is subject to the limitations, immunities and defenses in Minnesota Statutes Chapter 466, which are not waived and which are incorporated herein.

14. Default. Any breach of this Agreement which remains uncured for thirty (30) days following written notice from University to City (plus, with respect to breaches which cannot be cured within the thirty (30) days, such additional period as is reasonably required to cure such breach), shall be deemed a default entitling University to terminate this Lease or cure the default, charge such cost to the City and the City shall pay the same immediately upon demand.

15. Remedies Cumulative, Waiver of Rights. All remedies conferred on University shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or equity. The failure of either party to insist on any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option contained in this Lease shall not be construed as a waiver or relinquishment for the future of such covenant or option. No waiver by University of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by University.

16. Notices. All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Regents of the University of Minnesota
c/o Real Estate Office
Attn: Leasing Manager
Suite 424, Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No.: (612) 624-6345
E-mail: reo@umn.edu

If to the City: City of Falcon Heights
Attn: City Administrator
2077 West Larpenteur Avenue
Falcon Heights, MN 55113
Facsimile No.: _____
E-mail: _____

16. Governing Law/Jurisdiction. The internal laws of the State of Minnesota shall govern the validity, construction, and enforceability of this Lease, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance, and enforcement of this Lease shall be in Minnesota state court.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, University and City have executed this Lease.

Regents of the University of Minnesota

City of Falcon Heights

By: [Signature]
Name: Susan Carlson Weinberg

By: [Signature]
Name:

Title: Director of Real Estate

Title: Mayor

Date: July 23, 2007

Date: 7/11/07

By: [Signature]

Name: Justin Miller

Title: City Administrator

Date: 6/28/07

EXHIBIT A

The North 925 feet of that part of the SW 1/4 Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of Block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways, consisting of about 14.5 acres, more or less.

EXHIBIT B



UNIVERSITY OF MINNESOTA
BOARD OF REGENTS POLICY

Page 1 of 3

Administrative
POSSESSION AND CARRYING OF WEAPONS
Adopted: July 11, 2003

POSSESSION AND CARRYING OF WEAPONS

SECTION I. POLICY STATEMENT

The Board of Regents (Board) is charged with the constitutional responsibility to adopt laws and policies for the governance of the University of Minnesota (University). In order to achieve the University's teaching, research, and public service missions, the Board considers it essential that all persons feel safe and be free from violence, threats, and intimidation when on University property or attending University functions and events. Accordingly, the Board hereby regulates the possession and carrying of weapons by members of the University community and by others when on University property.

SECTION II. DEFINITIONS

Subd. 1. University Property. *University property* means all real property, buildings, and facilities under the primary control of the University through ownership, lease, or other means. This includes all public or private locations, arenas, stadiums, and halls that the University has leased for University events, including, but not limited to, academic and administrative meetings, intercollegiate and intramural sporting events, and student, faculty, and staff activities. University property also includes all places of residence owned by the University in which students reside.

Subd. 2. Employee. *Employee* means any individual employed by the University, including a student employee, when acting within the course and scope of employment.

Subd. 3. Weapon. *Weapon* means a firearm or a dangerous weapon as defined by Minnesota law.

Subd. 4. Firearm. *Firearm* means a gun, whether loaded or unloaded, that discharges shot or a projectile by means of an explosive, a gas, or compressed air.

Subd. 5. Student. *Student* means an individual taking one or more University courses or classes, credit or noncredit, or participating in any program administered in part or wholly by the University.

Subd. 6. Visitor. *Visitor* means any person who is on University property, except an employee or a student.



UNIVERSITY OF MINNESOTA
BOARD OF REGENTS POLICY

Page 2 of 3

Administrative
POSSESSION AND CARRYING OF WEAPONS
Adopted: July 11, 2003

SECTION III. POSSESSION OR CARRYING OF WEAPONS

No person, whether a student, employee, or visitor, shall possess or carry a weapon while on University property, except as authorized in Section IV of this policy.

SECTION IV. AUTHORIZED POSSESSION OR CARRYING OF WEAPONS

This policy authorizes the possession or carrying of weapons on University property under the following circumstances:

Subd. 1. Law Enforcement and Military Personnel. Licensed peace officers, security guards, other law enforcement agents, and military personnel may possess or carry weapons on University property when acting in the course of their official duties and when authorized by law to carry weapons.

Subd. 2. Military Training. Students, employees, and visitors participating in military training may possess or carry weapons on University property when acting in the course of their official duties or performing duly assigned tasks involving weapons.

Subd. 3. Presidential Approval. The president or delegate may in writing permit or revoke permission for the otherwise lawful possession or carrying of a weapon on University property. This may include possession or carrying of a weapon for an academic use, use of a firearm at a campus shooting range, otherwise lawful storage of a weapon on residential property not operated as a residence hall, or any other possession or carrying of a weapon on University property.

Subd. 4. Storage of a Firearm. Otherwise lawful storage of a firearm inside a personal motor vehicle is permitted on University property.

SECTION V. VIOLATIONS

Subd. 1. Students. Violation of this policy by a student is a violation of, and will be adjudicated in accordance with, Board of Regents Policy: *Student Conduct Code*.

Subd. 2. Employees. Violation of this policy by an employee constitutes misconduct subject to University discipline up to and including termination.



**UNIVERSITY OF MINNESOTA
BOARD OF REGENTS POLICY**

Page 3 of 3

**Administrative
POSSESSION AND CARRYING OF WEAPONS
Adopted: July 11, 2003**

Subd. 3. Visitors. Violation of this policy by a visitor shall result in a request to leave the University property, function, or event, as the case may be, and also may result in a written directive to remain off University property.

Subd. 4. Referral to Law Enforcement Agencies. The University may refer related suspected violations of law to appropriate law enforcement authorities and provide access to investigative and other data as permitted by law.

EXHIBIT C

UNIVERSITY OF MINNESOTA

Home : [Operational](#) : [Health and Safety](#) : [Policy 2.6.2](#)

Smoke-Free Indoor Air



FULL POLICY CONTENTS

[Policy Statement](#)
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[Forms/Instructions](#)
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ADDITIONAL DETAILS

[Definitions](#)
[Responsibilities](#)
[Appendices](#)
[FAQ](#)
[Related Information](#)
[History](#)

Printed on: May 18, 2007. See the online policy for the most current version.

Effective: April 1998
Last Updated: October 2004

Responsible University Officer:
Vice President for University Services

Policy Owner:
Director of Environmental Health and Safety

Policy Contact:
Craig Moody

POLICY STATEMENT

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Smoking is prohibited in all facilities and within 25 feet from building entrances at the University of Minnesota.

REASON FOR POLICY

[RETURN TO TOP](#)

Smoking is widely recognized as the single most important cause of preventable human disease, including lung cancer, heart disease, and emphysema. Also recognized is the fact that breathing second-hand smoke can cause the same health problems in non-smokers. University of Minnesota campus buildings have become smoke-free, as have many other universities in the nation, some by law but many by choice. University faculty, staff, and students should be provided with a smoke-free environment.

PROCEDURES

[RETURN TO TOP](#)

There are no procedures for this policy.

FORMS/INSTRUCTIONS

[RETURN TO TOP](#)

There are no forms for this policy.

ADDITIONAL CONTACTS

[RETURN TO TOP](#)

| Subject | Contact | Phone | Fax/Email |
|-------------------------------|---|--------------|--|
| Primary Contact | Craig Moody | | m.moody002@umn.edu |
| Where Can I Smoke? | Your supervisor | | |
| Smoking Cessation Information | Human Resources Employee Assistance Program | 612-627-4247 | |

| | | |
|------------------------------|---|--------------|
| | Twin Cities Student: Boynton Appt. Line | 612-625-3222 |
| | Duluth Smoking Cessation Programs | 218-726-7058 |
| | Crookston: Student Health Service | 218-281-8512 |
| | Morris: Health Services | 320-589-6070 |
| Reporting Smoking Violations | Your supervisor | |
| Policy Questions | Environmental Health and Safety | 612-626-6002 |

DEFINITIONS

[RETURN TO TOP](#)

Smoking

The burning of any type of lighted pipe, cigar, cigarette, or any other smoking equipment, whether filled with tobacco or any other type of material.

Facility

Any enclosed area of a structure, or portion therefore, and which structure is owned and/or being occupied or operated by the University on the Twin Cities campus. This is intended to include University owned and operated vehicles, and outdoor group seating facilities. This definition includes all areas within the residence halls.

Outdoor group seating facilities

Any outdoor seating arrangement whereby people sit in close proximity (shoulder-to-shoulder to one another).

Residence Hall

Any structure designated by the University as a residence hall. The smoke-free indoor air policy shall apply to all areas within the residence halls except designated private resident rooms. Other University owned/operated private residences will be exempt from the policy.

RESPONSIBILITIES

[RETURN TO TOP](#)

All Members of the Twin Cities University of Minnesota Community Observe this smoking policy and monitor adherence to it at their level of involvement in the University community.

Deans, Administrators, and Supervisors

As leaders and role models, the deans, administrators, and supervisors are expected to influence and guide the University community as it implements this policy.

Department of Environmental Health and Safety

Review complaints, concerns or requests for clarification and advice regarding this policy.

Provost for Academic Affairs

Appoint the Smoking Policy Review Committee for the Twin Cities Campus. A Smoking Policy Review Committee for the Twin Cities campus shall be appointed for a two-year term beginning August 15, 1993.

APPENDICES

[RETURN TO TOP](#)

There are no appendices for this policy.

FREQUENTLY ASKED QUESTIONS

[RETURN TO TOP](#)

There are no frequently asked questions for this policy.

RELATED INFORMATION

[RETURN TO TOP](#)

| | |
|---|---|
| Crookston Campus Smoking Policy: | UMC Campus Policy on Smoking |
| Duluth Campus Smoking policy: | http://www.d.umn.edu/umdhr/Policies/smoking.html |
| Morris Campus Smoking rules (from the Morris Residence Hall Policies): | http://www.mrs.umn.edu/services/reslife/sl_handbook/08_hall_policies.shtml |

HISTORY

[RETURN TO TOP](#)

Amended: March 2002 - Eliminated smoking from all resident rooms and from within 25 feet of all building entrances. Smoking used to be allowed in designated resident rooms.

Effective:
April 1998

Supercedes: Twin Cities Campus Assembly's "Twin Cities Campus Smoke-Free Policy", June 1993 and Smoke Free Indoor Air Policy, August 1993.

To obtain a copy of a historical policy, e-mail the U Policy Librarian at process@tc.umn.edu or call 612-624-4372.

Printed on: May 18, 2007

Please go to the following URL for the most current version of the policy
<http://policy.umn.edu/groups/ppd/documents/Policy/smoke.cfm?view=all>

2006 Regents of the University of Minnesota

The University of Minnesota is an equal opportunity educator and employer.

Contact University Policy Office

[Privacy Statement](#)

*Lease - Real Estate VP
Indefinite*

PROP. INS. _____
 JUDITH O'NEIGH _____
 RE COORDINATOR _____
 S.P.A.M. _____
~~C. FILES (CRIM)~~ _____
 PROP. ACCTG. _____
Bas Carpenter #12107

University Lease No. U-117
Amendment No. 1

AGREEMENT EXTENDING LEASE

This Agreement, made this 5th day of April, 1990, is by and between the REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota constitutional educational corporation, hereinafter referred to as the "Regents" or the "University", and the CITY OF FALCON HEIGHTS, Ramsey County, Minnesota, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, a relationship has existed for a number of years whereby the City has leased property owned by the Regents for a nominal consideration, said property being used for playground and recreational purposes; and

WHEREAS, about 35% of the City residents are either students or employees of the University, thus making such a lease arrangement beneficial to both parties herein; and

WHEREAS, the relationship began in December, 1958, when the Village leased 2 1/2 acres of land; the acreage has expanded over the years and the current leased premises consist of 14.5 acres; and

WHEREAS, the present lease agreement will expire on December 31, 1993; and

WHEREAS, the City has requested a Twenty (20) year extension of the Lease to amortize the cost of a building (approximately \$300,000) to replace a structure lost due to fire recently, said building to include a warming house, indoor/outdoor picnic shelter, meeting rooms and restrooms; and

WHEREAS, the University has agreed to a Fifteen (15) year extension of said Lease, allowing a Nineteen (19) year amortization period for said building cost;

NOW, THEREFORE, the Regents and the City agree as follows:

1. The Lease dated December 31, 1973, covering the City's use of the premises located at the southeast quadrant of the intersection at Roselawn Avenue and Cleveland Avenue in the City of Falcon Heights, Ramsey County, Minnesota, more particularly described as follows:

The North 925 feet of that part of the SW 1/4 Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of Block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways, consisting of about 14.5 acres, more or less,

hereinafter referred to as the "Leased Premises", is hereby extended Fifteen (15) years, January 1, 1994 through December 31, 2008, unless earlier terminated as hereinafter provided.

2. The University acknowledges the City's intent to construct on the Leased Premises a building to include a warming house, indoor/outdoor picnic shelter, meeting rooms and restrooms, the cost thereof estimated at \$300,000, said building to replace a structure lost due to fire recently. The City will provide the University plans and specifications for said building for review and approval. The City shall own and insure said building during the term hereof, and provide all needed maintenance. The City will provide the University in writing upon completion of said project a statement of project cost, along with appropriate support documentation reasonably requested by the University, to establish the sum to be amortized over a 19-year period (1990 through 2008).

This lease may be terminated by the University upon a written notice of at least One (1) year. Upon such termination, the University will reimburse the City for the unamortized portion of the Actual project cost (\$15,789.47 per year based upon the estimated project cost of \$300,000, 1990 through 2008).

3. Official notices required under any provision hereof shall be directed in writing to the following addresses:

University: c/o University Attorney
330 Morrill Hall
100 Church Street SE
Minneapolis, MN 55455

City: City of Falcon Heights
2077 W. Larpenteur Avenue
Falcon Heights, MN 55113

4. All other terms and conditions of said Lease dated December 31, 1973 shall remain of full force and effect.

IN WITNESS WHEREOF, the Regents and the City executed this Agreement on the day and year first above written.

RECOMMENDED:

REGENTS OF THE
UNIVERSITY OF MINNESOTA

By Casal & Campbell
Its Controller & Treasurer

Susan Carlson Weinberg
Susan Carlson Weinberg
Real Estate Coordinator

CITY OF FALCON HEIGHTS

By Tom Baldwin
Mayor

APPROVED AS TO FORM AND EXECUTION:

R. Joel Tierney
R. Joel Tierney
University Attorney

By James R. Wiseman
City Administrator

AGREEMENT

Same Form as
Dated Dec. 31, 1973.

This Agreement, made this 1 day of January, 1974, between the REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota education corporation, hereinafter referred to as the "Regents", and the VILLAGE OF FALCON HEIGHTS, Ramsey County, Minnesota, hereinafter called the "Village".

WHEREAS, a relationship has existed for a number of years whereby the Village has leased property owned by the Regents for a nominal consideration, said property being used for playground and recreational purposes; and

WHEREAS, about 35% of the Village residents are either students or employees of the University, thus making such a lease arrangement beneficial to both parties herein; and

WHEREAS, the relationship began in December, 1958, when the Village leased 2 1/2 acres of land; the acreage was expanded in December, 1966, and again in March, 1972; and

WHEREAS, the present lease agreement is dated October 4, 1972, and by its terms will expire on September 1, 1978, but can be terminated by 60 days' notice by the Regents; and

WHEREAS, the Village for some time has been desirous of erecting more permanent improvements upon the leased premises, such as tennis courts, a picnic area and other permanent recreational facilities, together with accompanying shrubbery and landscaping; and

WHEREAS, the Village could not reasonably make such permanent improvements without the protection of a longer lease period than that contained in the lease of October 4, 1972; and

WHEREAS, the Village will place before the voters at the next regular election the question of authorizing issuance of general obligation bonds to finance such permanent improvements described above; and

WHEREAS, the Regents and the Village are desirous of renegotiating the current lease and entering into a long-term lease to allow the construction of such permanent improvements, the period of such lease being largely determined by the time necessary to amortize the bonds.

NOW, THEREFORE, the Regents, for and in consideration of the sum of One Dollar (\$1.00) paid by the Village on the execution and delivery thereof, the receipt of which is hereby acknowledged, and the covenants and promises herein contained, made and to be observed and performed by the Village and the Regents, do hereby license and permit the Village to improve and maintain a Village playground and recreational area and to construct a hockey rink, tennis courts and other permanent recreational facilities and parking facilities in the Village in the vicinity of the intersection at Roselawn Avenue and Cleveland Avenue on land of the Regents more particularly described as follows:

The North 925 feet of that part of the SW 1/4 Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of Block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways, consisting of about 14.5 acres, more or less.

The Village and the Regents, in consideration of the granting of the license and permit aforesaid and the mutual covenants herein contained, agree as follows:

1. Prior to construction of the hockey rink, tennis courts or any other recreational facilities or improvements to the Regents' property, the Village shall submit the final plans and specifications for such work to the Regents and shall undertake no construction work until such final plans and specifications are approved by the planning office for the Regents.

2. The Village shall construct said hockey rink, tennis courts, recreational facilities and such other improvements in strict accordance with approved final plans and specifications or any changes thereto proposed and from time to time submitted to the Regents for approval by its Planning Office.

3. All work herein provided to be done by the Village shall be carried out in a manner satisfactory to the Regents. The Regents shall be reimbursed by the Village for all expense the Regents may incur for the protection, removal, reconstruction or relocation of any fences, power lines or other facilities necessitated by Village operation during the construction and operation of said recreational area and facilities.

4. The Village shall obtain and keep in full force and effect, during the continuance of this agreement, at

the sole cost and expense of the Village, a public liability policy and a policy of property damage which shall indemnify and save harmless the Regents, from any and all claims, suits, losses, damages or expense arising out of the construction, maintenance and use of said recreational area and facilities as follows:

(a) On account of injuries to, or death of any and all persons whatsoever, including the employees of the Village and of the Regents at a limit of not less than \$100,000 for all damages arising out of bodily injuries to, or death of one person, and at a total limit of not less than \$300,000 for all damages arising out of bodily injuries to, or death of two or more persons in any one accident;

(b) Also on account of damage to property of any and all persons whatsoever, including property owned by the Village and property owned by the Regents, at a total limit of not less than \$5,000 for all damage to, or destruction of property during the policy period.

Which injuries to, or death of, a person or persons, or damage to property may arise or grow out of or in any manner be caused by the construction, maintenance and use of said recreational area and facilities.

All of such policies shall be approved by the Regents as to the insurance company writing the same, the amount,

and the form.

The Village shall deposit with the Regents the public liability and property damage insurance policy required hereunder or in lieu thereof shall furnish the Regents a certified copy of said policy.

5. The Village shall be responsible for and charged with duty of the maintenance and supervision and control of the Regents' property as a recreational area at its sole cost and expense. All necessary culverts or drains to provide adequate and proper drainage shall be constructed and maintained by the Village at its own expense.

6. This Agreement shall remain in full force and effect for a period of twenty (20) years namely, to December 31, 1993, without any unilateral power or right of cancellation by either the Regents or the Village. The Agreement may, however, be modified or terminated by mutual agreement of the parties.

7. At the expiration of the twenty (20) year period described in paragraph six, title to all improvements, structures, buildings, shrubbery, trees, or other permanent accretions to the land on the described premises, shall vest absolutely and without reservation in the Regents.

8. At the expiration of the twenty (20) years described in paragraph six, and the vesting of the improvements described in paragraph seven, the Regents and the Village may enter into a new lease for a set period of time, or the Village may continue to occupy the premises as a tenant

at will, subject to the right of the Regents to terminate such tenancy under the law:

9. Those certain agreements between the Village and the Regents dated December 12, 1958, March 27, 1972, and October 4, 1972 pertaining to the use of certain land of the Regents by the Village for recreational purposes are hereby cancelled and terminated.

10. All the covenants and promises hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first herein written.

In the Presence of:

In the Presence of:

REGENTS OF THE
UNIVERSITY OF MINNESOTA

By _____

Its _____

By _____

Its _____

VILLAGE OF FALCON HEIGHTS

By _____

Willis C. A. Warkentien
Mayor

Dewan B. Barnes
Clerk-Administrator

✓ T- 10/31/93. Dist To Ber Carpenter 4/2/07 U P Lease

AGREEMENT

This Agreement, made this 31 day of December, 1973, between the REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota education corporation, hereinafter referred to as the "Regents", and the VILLAGE OF FALCON HEIGHTS, Ramsey County, Minnesota, hereinafter called the "Village".

WHEREAS, a relationship has existed for a number of years whereby the Village has leased property owned by the Regents for a nominal consideration, said property being used for playground and recreational purposes; and

WHEREAS, about 35% of the Village residents are either students or employees of the University, thus making such a lease arrangement beneficial to both parties herein; and

WHEREAS, the relationship began in December, 1958, when the Village leased 2 1/2 acres of land; the acreage was expanded in December, 1966, and again in March, 1972; and

WHEREAS, the present lease agreement is dated October 4, 1972, and by its terms will expire on September 1, 1978, but can be terminated by 60 days' notice by the Regents; and

WHEREAS, the Village for some time has been desirous of erecting more permanent improvements upon the leased premises, such as tennis courts, a picnic area and other permanent recreational facilities, together with accompanying shrubbery and landscaping; and

WHEREAS, the Village could not reasonably make such permanent improvements without the protection of a longer lease period than that contained in the lease of October 4, 1972; and

WHEREAS, the Village will place before the voters at the next regular election the question of authorizing issuance of general obligation bonds to finance such permanent improvements described above; and

WHEREAS, the Regents and the Village are desirous of renegotiating the current lease and entering into a long-term lease to allow the construction of such permanent improvements, the period of such lease being largely determined by the time necessary to amortize the bonds.

NOW, THEREFORE, the Regents, for and in consideration of the sum of One Dollar (\$1.00) paid by the Village on the execution and delivery thereof, the receipt of which is hereby acknowledged, and the covenants and promises herein contained, made and to be observed and performed by the Village and the Regents, do hereby license and permit the Village to improve and maintain a Village playground and recreational area and to construct a hockey rink, tennis courts and other permanent recreational facilities and parking facilities in the Village in the vicinity of the intersection at Roselawn Avenue and Cleveland Avenue on land of the Regents more particularly described as follows:

The North 925 feet of that part of the SW 1/4 Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of Block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways, consisting of about 14.5 acres, more or less.

The Village and the Regents, in consideration of the granting of the license and permit aforesaid and the mutual covenants herein contained, agree as follows:

1. Prior to construction of the hockey rink, tennis courts or any other recreational facilities or improvements to the Regents' property, the Village shall submit the final plans and specifications for such work to the Regents and shall undertake no construction work until such final plans and specifications are approved by the planning office for the Regents.

2. The Village shall construct said hockey rink, tennis courts, recreational facilities and such other improvements in strict accordance with approved final plans and specifications or any changes thereto proposed and from time to time submitted to the Regents for approval by its Planning Office.

3. All work herein provided to be done by the Village shall be carried out in a manner satisfactory to the Regents. The Regents shall be reimbursed by the Village for all expense the Regents may incur for the protection, removal, reconstruction or relocation of any fences, power lines or other facilities necessitated by Village operation during the construction and operation of said recreational area and facilities.

4. The Village shall obtain and keep in full force and effect, during the continuance of this agreement, at

the sole cost and expense of the Village, a public liability policy and a policy of property damage which shall indemnify and save harmless the Regents, from any and all claims, suits, losses, damages or expense arising out of the construction, maintenance and use of said recreational area and facilities as follows:

(a) On account of injuries to, or death of any and all persons whatsoever, including the employees of the Village and of the Regents at a limit of not less than \$100,000 for all damages arising out of bodily injuries to, or death of one person, and at a total limit of not less than \$300,000 for all damages arising out of bodily injuries to, or death of two or more persons in any one accident;

(b) Also on account of damage to property of any and all persons whatsoever, including property owned by the Village and property owned by the Regents, at a total limit of not less than \$5,000 for all damage to, or destruction of property during the policy period.

Which injuries to, or death of, a person or persons, or damage to property may arise or grow out of or in any manner be caused by the construction, maintenance and use of said recreational area and facilities.

All of such policies shall be approved by the Regents as to the insurance company writing the same, the amount,

and the form.

The Village shall deposit with the Regents the public liability and property damage insurance policy required hereunder or in lieu thereof shall furnish the Regents a certified copy of said policy.

5. The Village shall be responsible for and charged with duty of the maintenance and supervision and control of the Regents' property as a recreational area at its sole cost and expense. All necessary culverts or drains to provide adequate and proper drainage shall be constructed and maintained by the Village at its own expense.

6. This Agreement shall remain in full force and effect for a period of twenty (20) years namely, to December 31, 1993, without any unilateral power or right of cancellation by either the Regents or the Village. The Agreement may, however, be modified or terminated by mutual agreement of the parties.

7. At the expiration of the twenty (20) year period described in paragraph six, title to all improvements, structures, buildings, shrubbery, trees, or other permanent accretions to the land on the described premises, shall vest absolutely and without reservation in the Regents.

8. At the expiration of the twenty (20) years described in paragraph six, and the vesting of the improvements described in paragraph seven, the Regents and the Village may enter into a new lease for a set period of time, or the Village may continue to occupy the premises as a tenant

at will, subject to the right of the Regents to terminate such tenancy under the law.

9. Those certain agreements between the Village and the Regents dated December 12, 1958, March 27, 1972, and October 4, 1972 pertaining to the use of certain land of the Regents by the Village for recreational purposes are hereby cancelled and terminated.

10. All the covenants and promises hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first herein written.

In the Presence of:

Marilyn Ward
Janet Jensen

In the Presence of:

Louise E. Turner
Deborah J. Molitor

REGENTS OF THE
UNIVERSITY OF MINNESOTA
By Walter W. Ward
Its _____
By Lucas A. Tolson
Its _____

VILLAGE OF FALCON HEIGHTS
By Willis C. A. Warkentien
Willis C. A. Warkentien
Mayor
Dewan B. Barnes
Dewan B. Barnes
Clerk-Administrator

U-117

A G R E E M E N T

THIS AGREEMENT, made this 1st day of October, 1972, between the REGENTS OF THE UNIVERSITY OF MINNESOTA, a Minnesota educational corporation, hereinafter referred to as the "Regents", and VILLAGE OF FALCON HEIGHTS, Ramsey County, Minnesota, hereinafter called the "Village".

WITNESSETH:

The Regents, for and in consideration of the sum of One Dollar (\$1.00) paid by the Village on the execution and delivery thereof, the receipt of which is hereby acknowledged, and the covenants and promises herein contained, made and to be observed and performed by the Village and the Regents, do hereby license and permit the Village to improve and maintain a Village playground and recreational area and to construct a hockey rink, tennis courts and other recreational facilities and parking facilities in the Village in the vicinity of the intersection of Roselawn Avenue and Cleveland Avenue on land of the Regents more particularly described as follows:

The North 925 feet of that part of the SW1/4, Section 16, Township 29, Range 23, lying West of the westerly line of Block 2, Falcon Woods, the westerly line of Block 5, Falcon Woods No. 2, and said westerly line extended in a southerly direction, according to the plats thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, subject to the rights of the public over any portion thereof for highways.

Said property is hereinafter referred to as the "Regents' property".

The Village and the Regents in consideration of the granting of the license and permit aforesaid and the mutual covenants herein contained, agree as follows:

1. Prior to construction of the hockey rink, tennis courts or any other recreational facilities or improvements to the Regents' property the Village shall submit the final plans and specifications for such work to the Regents and shall undertake no construction work until such final plans and specifications are approved by the supervising engineer for the Regents.

2. The Village shall construct said hockey rink, tennis courts, recreational facilities and such other improvements in strict accordance with approved final plans and specifications or any changes thereto proposed and from time to time submitted to the Regents for approval by its supervising engineer.

3. All work herein provided to be done by the Village shall be carried out in a manner satisfactory to the Regents. The Regents shall be reimbursed by the Village for all expense the Regents may incur for the protection, removal, reconstruction or relocation of any fences, power lines or other facilities necessitated by Village operation during the construction and operation of said recreational area and facilities.

4. The Village shall obtain and keep in full force and effect, during the continuance of this agreement, at the sole cost and expense of the Village, a public liability policy and a policy of property damage which shall indemnify and save harmless the Regents, from any and all claims, suits, losses, damages or expense arising out of the construction, maintenance and use of said recreation area and facilities as follows:

(a) On account of injuries to, or death of any and all persons whatsoever, including the employees of the Village and of the Regents at a limit of not less than \$100,000 for all damages arising out of bodily injuries to, or death of one person, and at a total limit of not less than \$300,000 for all damages arising out of bodily injuries to, or death of two or more persons in any one accident;

(b) Also on account of damage to property of any and all persons whatsoever, including property owned by the Village and property owned by the Regents, at a total limit of not less than \$5,000 for all damage to, or destruction of property during the policy period.

Which injuries to, or death of, a person or persons, or damage to property may arise or grow out of or in any manner be

caused by the construction, maintenance and use of said recreational area and facilities.

All of such policies shall be approved by the Regents as to the insurance company writing the same, the amount, and the form.

The Village shall deposit with the Regents the public liability and property damage insurance policy required hereunder or in lieu thereof shall furnish the Regents a certified copy of said policy.

5. The Village shall be responsible for and charged with duty of the maintenance and supervision and control of the Regents' property as a recreational area at its sole cost and expense. All necessary culverts or drains to provide adequate and proper drainage shall be constructed and maintained by the Village at its own expense.

6. The Regents shall have the right to terminate this license and permission at any time after September 1, 1978 upon giving the Village sixty days written notice. Within said sixty days the Village shall have the right to remove all fixtures, structures and equipment hereafter located by the Village on the Regents' property and the right to retain the salvage. Said removal shall be at the sole cost and expense of the Village.

7. Those certain agreements between the Village and the Regents dated respectively December 12, 1958 and March 27, 1972 pertaining to the use of certain land of the Regents by the Village for recreational purposes are hereby cancelled and terminated.

8. All the covenants and promises hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

9. Nothing herein shall be construed as obligating the Village to make any improvements to property.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the date and year first herein written.

In presence of :

Phyllis Johnson

Elmer G. Halla

W. J. Hall

[Signature]

Genevieve Bergon

THE REGENTS OF THE UNIVERSITY OF MINNESOTA

By *C. T. Johnson*

Assistant Vice President.
Business Administration

VILLAGE OF FALCON HEIGHTS

By *Wm. P. A. W. Kenten*
Mayor

Norman B. B. B. B.
Clerk Administrator

*Receipt Permit Copy
7208 Base Copy
Office*

This AGREEMENT, made this 12th day of December, 1958, between the
BOARDS OF THE UNIVERSITY OF MINNESOTA, a Minnesota educational corporation,
hereinafter referred to as the "Regents", and VILLAGE OF PALM SPRINGS,
Ramsay County, Minnesota, hereinafter called the "Village",

WITNESSETH:

The Regents, for and in consideration of the sum of one dollar (\$1.00)
paid by the Village on the execution and delivery hereof, the receipt whereof
is hereby acknowledged, and the covenants and promises herein contained, made
and to be observed and performed by the Village, does hereby license and permit
the Village to construct, improve and maintain a playground and recreational
area at the southeast corner of the intersection of Cleveland Avenue and Rice-
Iron Avenue on land of the Regents more particularly described as follows:

*Charles
F.
Rosen*

The North 383 feet of west 1/3-2/3 rate of west one half
1/2 of T. 116, R. 12, Township 2N, Range 2E,
Ramsay County, Minnesota, subject to the rights of the
public over any portion thereof for highways.

The Village, in consideration of the granting of the license and permit
aforesaid, covenants and promises as follows:

1. The Village shall submit the final plans to the Regents and shall
undertake no construction work until such final plans are approved by Roy W. Lund,
Supervising Engineer for the Regents.
2. The Village shall construct said recreation area in strict accordance
with approved final plans or any changes proposed and from time to time submitted
to the Regents for their approval.
3. All work herein provided to be done by the Village shall be carried
out in a manner satisfactory to the Regents. The Regents shall be reimbursed by
the Village for all expense the Regents may incur for the protection, removal,
reconstruction or relocation of any fences, power lines or other facilities
necessitated by Village operation during the construction or operation of said
recreational field.
4. The Village shall obtain and keep an Easement and effect, during

*See also... approved...
for... to Cleveland...
Village of...*

the continuance of this agreement, at the sole cost and expense of the Village, a public liability policy and a policy of property damage which shall indemnify and save harmless the Regents, from any and all claims, suits, losses, damages or expense arising out of the construction, maintenance and use of said recreation area.

(a) On account of injuries to, or death of any and all persons whatsoever, including the employees of the Village and of the Regents, at a limit of not less than \$100,000 for all damages arising out of bodily injuries to, or death of one person, and at a total limit of not less than \$300,000 for all damages arising out of bodily injuries to, or death of two or more persons in any one accident;

(b) Or and also on account of damage to property of any and all persons whatsoever, including property owned by the Village and property owned by the Regents, at a total limit of not less than \$1,000 for all damage to, or destruction of property during the policy period.

Which injuries to, or death of, a person or persons, or damage to property may arise or grow out of or in any manner be caused by the construction, maintenance and use of said recreational field.

All of such policies shall be approved by the Regents as to the insurance company writing the same, the amount, and the form.

The Village shall deposit with the Regents the public liability and property damage insurance policy required hereunder or in lieu thereof shall furnish the Regents a certified copy of said policy.

5. The Village shall be responsible for and charged with duty of the maintenance and supervision and control of the entire recreational area at its sole cost and expense. All necessary culverts or drains to provide adequate and proper drainage shall be constructed and maintained by the Village at its own expense.

6. The Agents shall have the right to terminate this license and permission at any time upon giving the Village six (6) months' written notice. Within said six months' period, the Village, at its sole cost and expense, shall have the right to remove said equipment and the right to retain the salvage.

7. All the covenants and promises hereof shall inure to the benefit and be binding upon the respective successors and assigns of the parties.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein written.

In presence of:

Edward B. Kesterman
Janette M. Heppner

TOWN OF THE CITY OF NEW YORK

By W. B. Woodworth
Town Clerk of the City of New York

VILLAGE OF GREAT BRITAIN

W. R. Street
George Wood

By Thomas C. Hill



ITEM FOR DISCUSSION

| | |
|---------------------|-----------------------------|
| Meeting Date | May 3, 2021 |
| Agenda Item | E4 |
| Attachment | See Below |
| Submitted By | Vandara Thammavongsa, Staff |

| | |
|----------------------------|--|
| Item | <ol style="list-style-type: none"> 1. Roseville’s Facilities Tour <ol style="list-style-type: none"> a. Couple weeks ago, some of the Parks and Recreation commissions and the city staff toured the Roseville’s facilities. We looked at three different park buildings. The Autumn Grove, Lexington, and the Cedarholm Community Golf Course. We are hoping to building our community building with 3-4 rooms similar to the Autumn Grove building. |
| Description | N/A |
| Budget Impact | N/A |
| Attachment(s) | Pictures of the Roseville’s buildings |
| Action(s) Requested | N/A |

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Community Facilities

Roseville has a variety of community facilities available to host meetings, small gatherings, weddings, picnics or gym activities. For more information visit cityofroseville.com/rentalspaces or contact the *facility staff listed below*.

Park Building Rentals

Park Buildings are located at Autumn Grove, Lexington, Oasis, Rosebrook, Sandcastle & Villa Parks. These buildings are available for community use and public rentals. We offer discounted rates for Roseville residents and Roseville businesses. While each facility is similar in many ways, each neighborhood park may have unique features.

Autumn Grove & Lexington Parks:

- Gathering Room with kitchenette, fireplace & video monitor, with easy access to outdoor patio; table seating for 48 & theater seating for 60.
- Multi-purpose Room, available March-mid December, can accommodate table seating for 6-12.

Rosebrook Park:

- Gathering Room with kitchenette, fireplace & video monitor, table seating for 40, theater seating for 50.

Oasis, Sandcastle & Villa Parks:

- Gathering Room with kitchenette, fireplace & video monitor, table seating for 32 & theater seating for 40.

Facility rentals are popular, we recommend reserving well in advance.



Lexington Park Building



Rosebrook Park Building

| Park Building Rental Facilities <i>November 1, 2020—October 31, 2021</i> | Rental Rate: <i>Mon-Thurs</i> | Roseville Resident Rate: <i>Mon-Thurs</i> | Rental Rate: <i>Fri-Sun</i> | Roseville Resident Rate: <i>Fri-Sun</i> | Additional Hours |
|--|---|---|---------------------------------------|---|-------------------------|
| Autumn Grove & Lexington Parks | \$125/ 3 hrs \$195/ 5 hrs | \$95/ 3 hrs \$160/ 5 hrs | \$155/ 3 hrs \$225/ 5 hrs | \$125/ 3 hrs \$190/ 5 hrs | \$40 |
| Rosebrook Park | \$115/ 3 hrs \$175/ 5 hrs | \$90/ 3 hrs \$150/ 5 hrs | \$145/ 3 hrs \$205/ 5 hrs | \$120/ 3 hrs \$180/ 5 hrs | \$40 |
| Oasis, Sandcastle & Villa Parks | \$100/ 3 hrs \$155/ 5 hrs | \$80/ 3 hrs \$130/ 5 hrs | \$130/ 3 hrs \$185/ 5 hrs | \$110/ 3 hrs \$160/ 5 hrs | \$40 |
| Acorn Park Shelter <i>Available April-October; no kitchenette</i> | \$50/ 3 hrs \$75/ 5 hrs | \$40/ 3 hrs \$65/ 5 hrs | \$75/ 3 hrs \$115/ 5 hrs | \$65/ 3 hrs \$105/ 5 hrs | \$20 |

*Rental rates subject to Minnesota Sales Tax

City-Wide Facility Staff

| | |
|--|---------------------------------|
| Brimhall & Central Park Community Gyms: | Steve @ 651-792-7154 |
| Cedarholm Golf Course & Community Room: | Steve @ 651-792-7154 |
| Central Park Picnic Shelters: | Staff @ 651-792-7006 |
| Civic Center Campus Meeting Rooms: | Christian @ 651-792-7118 |
| Harriet Alexander Nature Center: | Christian @ 651-792-7118 |
| Muriel Sahlin Arboretum | Christian @ 651-792-7118 |
| Park Buildings | Christian @ 651-792-7118 |
| Roseville Skating Center Ice Rentals | Kevin @ 651-792-7122 |
| Skating Center Banquet & Meeting Rooms: | Lake @ 651-792-7121 |



Lexington Park Building

For more info on Roseville facilities or to make a Park Building reservation request, visit: cityofroseville.com/rentalspaces



Autumn Grove Tour 4/15/2021



Autumn Grove reception area



Autumn Grove warming room



Autumn Grove main room



Autumn Grove kitchen area



Cedarholm Community Building

2323 Hamline Ave. | Roseville, MN 55113



Roseville's newest Community Building is located at Cedarholm Golf Course.

The Community Building at Cedarholm Golf Course offers the perfect location for your next meeting, reception, family gathering or community event. Rental spaces are open & bright with panoramic views of the golf course. The **Cedarholm Community Room** accommodates table seating for 120 guests & theater seating for up to 150. The **Golf View & the Green View Rooms** each accommodate table seating for 48 & theater seating for up to 75.

| 2019 Rental Fees | Monday-Thursday | | | Friday-Sunday | | |
|---------------------------------|---------------------------------|----------------------------|-----------------|--------------------------|----------------------------|-----------------|
| | Cedarholm Community Room | Golf View Room w/fireplace | Green View Room | Cedarholm Community Room | Golf View Room w/fireplace | Green View Room |
| Rental Fee | \$255/5hrs | \$205/5hrs | \$205/5hrs | \$305/5hrs | \$245/5hrs | \$245/5hrs |
| RV Resident Rental Fee | \$215 /5hrs | \$165/5hrs | \$165/5hrs | \$265/5hrs | \$205/5hrs | \$205/5hrs |
| Full day Rental Fee | <i>Contact Building Manager</i> | | | \$625 | \$475 | \$475 |
| RV Resident Full Day Fee | <i>Contact Building Manager</i> | | | \$585 | \$435 | \$435 |

- ◇ Rentals Deposits: Full day rentals = \$400, all other rentals = \$200
- ◇ Full day times are 12pm-12am. Additional time is subject to the hourly fee.
- ◇ Additional Hour(s) = \$40 each
- ◇ All fees subject to Minnesota Sales Tax

| Other Services | Fee |
|---|---------------------------|
| Catering Kitchen | \$150 |
| Alcohol Catering | \$150 |
| Police Officer (required if alcohol is served) | \$60/Hr (4 hr minimum) |
| Dance Floor (15'x15') | \$100 |
| Partial Food/Kitchen | \$75 |

For additional rental information or to make a reservation request visit www.cityofroseville.com/golf or contact Steve at 651-792-7154, steve.anderson@cityofroseville.com

Cedarholm facility use policies & guidelines found on reverse side.





Roseville Cedarholm Golf Course



Cedarholm golf course kitchen



Cedarholm gift shop