

ADDENDUM TO POLICY AGENDA OF DECEMBER 12, 1990

- F-5. Consider Issuing a Special Temporary Permit to Allow a Rooftop Display and a Searchlight at the Embers Restaurant.

ACTION: _____

ADDENDUM TO CONSENT AGENDA OF DECEMBER 12, 1990

- E-9. A Resolution Reducing The 1991 Debt Levy on General Obligation Capital Notes of 1990

ACTION: _____

Consent _____

Agenda Item: F-5

Policy X

CITY OF FALCON HEIGHTS

Meeting Date: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

CONSIDER ISSUING A SPECIAL TEMPORARY PERMIT TO ALLOW
A ROOFTOP DISPLAY AND A SEARCHLIGHT AT THE EMBERS
RESTAURANT

SUBMITTED BY:

Henry Kristal, owner of the Embers Restaurant, 1700 N. Snelling

REVIEWED BY:

Shirley Chenoweth
Susan Hoyt
Jan Wiessner

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Mr. Kristal was unaware that a permit was necessary for the balloon display on the roof of his restaurant and also for the searchlight. He is requesting that the City Council grant him permission for these temporary displays for the Grand Re-opening of the newly remodeled restaurant.

Mr. Kristal's letter is attached.

ACTION REQUESTED:

Approval of a Special Temporary Permit at a fee of \$15.50.



City of Jackson Heights

December 11, 1990

Dear Mayor & City Council,

Embers respectfully request that it be allowed to display a "Grand Re-Opening" Ballon on its roof & utilize a searchlight in front of its building.

The reason for this request is a renovation our substantial remodeling to the general public and the dining public.

It is our general intention to utilize the ballon and searchlight through the holidays and possibly into early January, 1991.

Thank you for your consideration of this matter.

Most respectfully
JMK
Embers Restaurants
Mr Emms System, Inc.

No R-90-47

CITY OF FALCON HEIGHTS
C O U N C I L R E S O L U T I O N

Date 12/12/90

A RESOLUTION REDUCING THE 1991 DEBT LEVY ON GENERAL
OBLIGATION CAPITAL NOTES OF 1990

WHEREAS, the City Council of the City of Falcon Heights has funds on hand in the Debt Service Fund in the amount of \$105,600.00 and;

WHEREAS, this amount is strictly reserved for the debt payment on the General Obligation Capital Notes of 1990;

NOW, THEREFORE, be it resolved by the City Council of the City of Falcon Heights that the \$105,600.00 be removed from the 1991 tax levy.

Approved by _____
Mayor

Date

YEAS

NAYS

BALDWIN
CIERNIA
GEHRZ
WALLIN
JACOBS

_____ In Favor
_____ Against

Attested by _____
City Clerk

Date

Adopted by Council _____

CITY OF FALCON HEIGHTS

CITY COUNCIL MEETING
DECEMBER 12, 1990

6:30 P.M. - INFORMATIONAL MEETING ON PROPOSED 1991 STREET
IMPROVEMENTS

COUNCIL MEETING IMMEDIATELY FOLOWING

A. CALL TO ORDER: APPROXIMATELY 7:30 P.M.

B. ROLL CALL: CIERNIA _____ GEHRZ _____ WALLIN _____ BALDWIN _____
JACOBS _____ WIESSNER _____ CHENOWETH _____
ATTORNEY _____ ENGINEER _____

C. APPROVAL OF MINUTES OF NOVEMBER 28, 1990

D. PUBLIC HEARINGS: NONE

E. CONSENT AGENDA

1. Disbursements
 - a. Disbursements through 12/12/90, \$83,765.57
 - b. Payroll, 11/16/90, \$9,436.60
2. Check Cancellation
3. Planning Commission Minutes, 11/26/90
4. Fire Department Appointments
5. Request the Metropolitan Council for a Second Extension until December 31, 1991, to Complete the Comprehensive Land Use Plan Revisions, Resolution R-90-46
6. Hiring of Rink Attendants and Rink Maintenance Workers
7. Appointment of Government Access Cable TV Producer
8. Licenses

ACTION: _____

F. REPORTS, REQUESTS AND RECOMMENDATIONS:

1. 1991 Street Improvements

ACTION: _____

2. Cooperative Agreement with Ramsey County for Hamline Avenue Project

ACTION: _____

3. Proposed Ordinance 0-90-10 Amending Chapter 4, Parts 7 and 8 of the City Code Relating to Cable Communications

ACTION: _____

4. Schedule Council Workshop to Discuss Funding Options for Falcon Heights/Roseville Joint Cooperation

ACTION: _____

G. ANNOUNCEMENTS AND UPDATES

H. ADJOURNMENT

ACTION: _____

WORKSHOP WITH SOLID WASTE COMMISSION IMMEDIATELY FOLLOWING
COUNCIL MEETING

MINUTES
REGULAR CITY COUNCIL MEETING
NOVEMBER 28, 1990

DRAFT

Baldwin convened the meeting at 7:00 P.M.

ALL MEMBERS PRESENT

Baldwin, Ciernia, Gehrz, Jacobs and Wallin. Also present were Wiessner and Chenoweth.

ADDENDUM TO AGENDA

Council added the following item to the policy agenda: F(7), Consider Issuing a Special Temporary Permit to Allow a Rooftop Display on the Bullseye Building.

MINUTES OF 11/14/90 APPROVED

The Minutes of November 14, 1990 were approved by unanimous consent.

CONSENT AGENDA ITEMS APPROVED

The following Consent Agenda items were approved by unanimous consent:

1. Disbursements:
 - a. General Disbursements through 11/28/90, \$83,765.57
 - b. Payroll, 11/1/90 - 11/15/90, \$8,611.29
2. Commission Minutes:
 - a. Solid Waste Commission Minutes of 11/1/90
 - b. Parks & Recreation Commission Minutes of 11/15/90
3. Check Cancellations:
 - a. No. 24606, 11/6/90, issued to Road Rescue in Amount of \$105.61, Duplicate Payment
 - b. No. 24618, 11/7/90, issued to Suburban Chamber of Commerce in Amount of \$8.00, Participant Could not Attend Meeting
4. Northwest Youth & Family Services Amendment to Joint Agreement
5. Minnesota Pollution Control Agency Air Monitoring Site Lease Extension
6. Cancellation of 12/26/90 Council Meeting

PUBLIC HEARING ON PROPOSED 1991 BUDGET

Baldwin opened the hearing and explained to the public the procedures to be followed during such hearing. Wiessner reviewed the budget process, all major changes, and then presented graphs showing sources of revenue, expenditures, and other items of interest.

Baldwin noted a written comment from Hafsa Meah, 1597 Hollywood Court, indicating they feel the taxes are too high in all three taxing districts, City, School and County. He then asked for comments from the public.

MRS. MELVIN WIGDAHL, 1445 W. LARPENTEUR, stated she was concerned about increased fees for sewer and recycling as she

does not recycle and being on a fixed income the higher sewer fees make it difficult to remain in her home. She also felt the whole County is suffering from inflation and that people should make themselves heard on the local and state levels. Baldwin assured Mrs. Wigdahl that her concern regarding sewer rates would be passed on to the Metro Waste Control Commission as their rate increase to the City has made the City increase necessary.

KEN LANCASTER, 1905 N. SNELLING, commented on the proposed increase in employee compensation and felt that \$330 per employee was an exorbitant price for insurance. He felt employees are overcompensated and that those funds should be used to assist residents who are disabled or on a fixed income.

BOB BROWN, 1592 MAPLE KNOLL, questioned whether or not information on one of the handouts regarding the tax rate would be correct if the University population was deducted. Wiessner explained that the tax rate is based on property value, not on population.

CARL JESSEN, 2161 FOLWELL, expressed his thanks for the informative presentation and for a job well done.

DAVID BELL, 1834 ASBURY, commented on the fact that major businesses are trying layoffs to be competitive and reduce costs, and questioned why everything here keeps going up. Baldwin replied that the City has made changes reducing costs, i.e., changing the policing contract from Ramsey County to Roseville. He also explained that the City's work load has increased, and that there is a difference between businesses and government in that businesses can choose to make reductions, whereas a municipality must meet the needs of the residents regardless of the economy. Mr. Bell felt that police and fire protection are a necessity, but why not reduce costs in other areas. Baldwin replied that the City has looked at other areas and have decreased some costs. Wiessner added that the City makes use of two senior volunteers rather than hiring part time help as a means of keeping costs down.

MRS. WIGDAHL commented on the City's organizational chart and asked about the employment of the attorney, engineer and fiscal consultant. Baldwin explained that these people work on a consulting basis, and are not full time employees.

Jacobs explained that the City is pursuing grants on a federal and state level in an attempt to reduce costs, and that the City has received a \$69,000 grant for park use which will save a significant amount.

Wiessner commented on the fact that the City's cost per capita is much lower than others, but that most of the costs fall on the residential property because there is so little commercial property in the City.

There being no others wishing to be heard Baldwin closed the hearing at 8:15 P.M.

ADOPTION OF THE 1991 BUDGET - RESOLUTION R-90-44

Ciernia moved adoption of Resolution R-90-44 adopting the 1991 Budget as presented. Motion carried unanimously.

RESOLUTION R-90-44

A RESOLUTION ADOPTING THE 1991 BUDGET AND CERTIFYING THE 1991 TAX LEVY

ADOPTION OF ORDINANCE O-90-9 AUTHORIZING COLLECTION OF A FEE FOR COLLECTION OF SOLID WASTE

Baldwin explained that Council had previously decided to bill residents directly on the utility bills for recycling services rather than going through Ramsey County, and must now adopt an Ordinance to implement the process. The recycling portion of the solid waste fee presently being charged on the tax statement will be removed as of January 1, 1990. Jacobs then moved adoption of Ordinance O-90-9 which carried unanimously.

ORDINANCE O-90-9

AN ORDINANCE AMENDING CHAPTER 5, PART 14 OF THE CODE OF THE CITY OF FALCON HEIGHTS AND AUTHORIZING THE COLLECTION OF A FEE FOR SOLID WASTE

ADOPTION OF RESOLUTION R-90-45 ESTABLISHING FEES FOR COLLECTION OF RECYCLABLES

Council briefly discussed the proposed resolution which will provide for a fee to cover the cost of collection of recyclables from all households within the City. Gehrz moved adoption of Resolution R-90-45 which carried unanimously.

RESOLUTION R-90-45

A RESOLUTION ESTABLISHING FEES FOR COLLECTION OF RECYCLABLE SOLID WASTE AND INCORPORATING SUCH FEES INTO SECTION 5-14.07 (UTILITY FEES) OF THE CITY CODE

Council discussed the possibility of adding commercial businesses to the recycling program and made some suggestions for items to be included in the Request for Proposals for recycling services.

SEWER TELEVISIONING/CLEANING TO BE INCLUDED IN 1991 STREET IMPROVEMENT PROJECT

Baldwin presented quotes for televising and televising/cleaning of the sanitary sewers in the street construction areas. Jacobs moved that the contract be awarded to VISU-CLEAN for televising and cleaning the sewers at a cost of \$3,225.00. Motion carried unanimously.

DISCUSSION OF CITY SHARING IN COST OF SEWER REPAIRS - CONTINUED
FROM LAST MEETING

Baldwin commented on Gedde's letter of November 16, 1990 (a copy of which is on file in the City office) regarding any further liability on the part of the City sharing in the cost of repair of private sewer line repairs. He explained that other Cities maintain the main only, however Council concurred they were inclined to share in this cost up to a limited amount, such amount yet to be determined. The City Attorney was directed to draft an ordinance which would allow the City to participate in a portion of the cost without incurring any further liability.

NO ACTION TAKEN ON PROPOSAL FROM METRO RELATIONS, INC.

Wiessner explained that Metro Relations, Inc. is proposing to monitor the Metropolitan Waste Control Commission and is asking that Falcon Heights consider participation. Wiessner recommended not taking action at this time, but that Council consider looking into Suburban Rate Association. Council agreed and will be presented further information regarding the Association at a future meeting.

UPDATE ON FALCON HEIGHTS-ROSEVILLE COOPERATION STUDY

Wiessner explained that the City has been notified that the grant application for funds for the joint study has been denied which will require a change in plans if the Cities wish to continue. Some possible options given were were to look for other funding, use of City reserve funds, or downsizing the project. A joint workshop will be held at Roseville City Hall on January 7, 1991 to discuss the matter. Wiessner suggested the Falcon Heights City Council hold a workshop prior to the joint meeting to discuss options.

SPECIAL TEMPORARY PERMIT APPROVED FOR J'S LIQUORS, 1557 W.
LARPENTEUR, TO ALLOW A ROOFTOP DISPLAY ON BULLSEYE BUILDING

Ciernia moved that a request from J's Liquors to allow a rooftop display during the store grand opening on December 6th through 8th be approved. Motion carried unanimously.

ADJOURNMENT

The meeting was adjourned at 9:14 P.M.

Tom Baldwin, Mayor

ATTEST:

Shirley Chenoweth, City Clerk

Consent X

Agenda Item: E-2

Policy _____

CITY OF FALCON HEIGHTS

Meeting Date: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

CHECK CANCELLATION

SUBMITTED BY:

Tom Kelly

REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Check #24674 issued 11/28/90 to Mike McPhillips, Inc. in the amount of \$3,451.75, was in error.

ACTION REQUESTED:

Approval



GENERAL DISBURSEMENTS

CHECK NO.	ISSUED TO	REASON	AMOUNT
24687	Vince Wright	Purchase of Mr. Coffee Maker	\$ 31.79
24688	Jerry Wallin	Travel Advance	250.00
24689	Jan Wiessner	Travel Advance & Meeting Expenses	675.47
24690	A T & T	Lease of Equipment	22.43
24691	Fleet Tech Service Corporation	Tune-up/winterizing trucks	173.54
24692	Kathleen Janke	November Cleaning of Fire Department	100.00
24693	Metropolitan Area Managers	November Meeting	11.00
24694	MN State Fire Dept. Association	1991 Dues (prepaid expense)	90.00
24695	Minnesota Conway Fire & Safety	Air Cylinders, Adapters & Labor	106.00
24696	Commissioner of Transportation	2nd Payment for Snelling Avenue	33,679.20
24697	Northern Medical Supply Co.	Trash Pick-up Tool	19.95
24698	N.S.P.	Street Lighting Bill	1,994.08
24699	N.S.P.	Civil Defense Siren & Electric	26.17
24700	Oxygen Service Company	Ambulance Oxygen	9.20
24701	Post Publications	Public Hearing Notices	21.00
24702	Board of Water Commissioners	Water	30.97
24703	St. Croix Recreation Co.	Sandbox at Park	619.00
24704	Toll Company	Air for Fire Department Tanks	84.30
24705	U.S. West	Phone at Park	48.81
24706	U.W. West Cellular	Two Months of Cellular Phone Use	43.94
24707	Mike McPhillips, Inc.	Fall Street Sweeping	2,786.00
24708	United Way	United Way Donations	67.00
24709	Commissioner of Revenue	State Withholding	902.23
24710	North Star State Bank	Federal, Fica, & Medicare	5,150.03
24711	ICMA Retirement Trust	Retirement Benefits	561.68
24712	PERA	Retirement Benefits	923.53
24713	Colonial Life & Accident	Disability Insurance	48.00
24714	Custom Products & Services	Filters & Oil for Bobcat	47.88
24715	University of Minnesota	Building Conference - Fire Prevention	90.00
24716	Emergency Medical Products	EKG Monitor Pads	36.43
24717	Fullers Radio Sales	Pagers Repaired	38.79
24718	Insty Prints	Letterhead Envelopes & Information Flyer	245.96
24719	In-Towne Industries	Fall Newsletter	347.00
24720	Midwest Business Products	Office Supplies	330.24
24721	Minnesota Conway Fire & Safety	Repair Valve	89.00
24722	Resource Recycling	One Year Subscription	42.00
24723	St. Paul Ramsey Medical Center	Hepatitis B Shots - Firefighting	12.00
24724	FMAM	1990 Dues to FMAM - Fire Prevention	20.00
24725	Thommes & Thomas	Tree Removal, Tree Trimming, Loads from Clean-up	9,800.00
24726	Toll Company	Two Cylinders Compressed Air	44.59
24727	Tau Med	Electrodes & Chart Paper for Heart Aid	217.95
24728	Falcon Heights Fire Department	Fireman's Ball Tickets	1,420.00
		TOTAL:	\$ 83,765.57

Check Number	Employee Number	Employee Name	Pay Period	Pay Group	Pay Description	Check Amount	Check Date	Check Status
018922			0			0.00	30-Nov-90	VOID
018923			0			0.00	30-Nov-90	VOID
018924	000000002	Wiessner, Janet R.	22	01	semi-monthly	1,300.96	30-Nov-90	Outstanding
018925	000000004	Kriegler, Carol J.	22	01	semi-monthly	407.71	30-Nov-90	Outstanding
018926	000000011	Chenoweth, Shirley G.	22	01	semi-monthly	757.63	30-Nov-90	Outstanding
018927	000000020	Iverson, Terry D.	22	01	semi-monthly	806.69	30-Nov-90	Outstanding
018928	000000027	Morgan, Jay M.	22	01	semi-monthly	703.51	30-Nov-90	Outstanding
018929	000000038	Wright, Vincent D.	22	01	semi-monthly	772.23	30-Nov-90	Outstanding
018930	000000063	Phillips, Patricia A.	22	01	semi-monthly	649.69	30-Nov-90	Outstanding
018931	000000065	Kelly, Thomas R.	22	01	semi-monthly	863.90	30-Nov-90	Outstanding
018932	000000079	Hoyt Taff, Susan L.	22	01	semi-monthly	479.39	30-Nov-90	Outstanding
018933	000000091	Swenson, DeLoris J.	22	01	semi-monthly	538.88	30-Nov-90	Outstanding
018934	000000001	Baldwin, Thomas W.	11	03	monthly 2	300.31	30-Nov-90	Outstanding
018935	000000003	Baumann, Nicholas B.	11	03	monthly 2	50.71	30-Nov-90	Outstanding
018936	000000005	Berndt, Ross	11	03	monthly 2	41.50	30-Nov-90	Outstanding
018937	000000008	Brown, Raymond F.	11	03	monthly 2	63.00	30-Nov-90	Outstanding
018938	000000012	Ciernia, Paul C.	11	03	monthly 2	250.00	30-Nov-90	Outstanding
018939	000000018	Holmgren, John M. Sr.	11	03	monthly 2	135.00	30-Nov-90	Outstanding
018940	000000021	Kurhajetz, Clement M.	11	03	monthly 2	53.00	30-Nov-90	Outstanding
018941	000000024	Lindig, Leo	11	03	monthly 2	303.34	30-Nov-90	Outstanding
018942	000000033	Schauffert, Craig F.	11	03	monthly 2	135.00	30-Nov-90	Outstanding
018943	000000034	Swida, Gail	11	03	monthly 2	63.00	30-Nov-90	Outstanding
018944	000000037	Wallin, Gerald E.	11	03	monthly 2	200.00	30-Nov-90	Outstanding
018945	000000039	Morgan, Jay	11	03	monthly 2	41.50	30-Nov-90	Outstanding
018946	000000082	Gehrz, Susan L.	11	03	monthly 2	213.65	30-Nov-90	Outstanding
018947	000000089	Jacobs, Sam L.	11	03	monthly 2	300.00	30-Nov-90	Outstanding

Grand Total

9,436.60

DRAFT

MINUTES
REGULAR PLANNING COMMISSION MEETING
NOVEMBER 26, 1990
7:30 p.m.

Meeting was called to order at 7:35 by Chairperson Boche.

PRESENT:

Barry, Boche, Daykin, Duncan, Finegan, Nestingen, Gibson Talbot

APPROVAL OF MINUTES

Minutes of the October 22 regular meeting and November 13 special meeting were unanimously approved as written.

PUBLIC HEARING ON PROPOSED AMENDMENT TO ZONING CODE SECTIONS 9-1.02(132) AND (133) AND 9-4.01(3)(1) REGARDING GARAGE AND BOUTIQUE SALES AS A PERMITTED ACCESSORY USE IN AN R-1 ZONE.

Chairman Boche opened the public meeting at 7:40 p.m. He explained that the Planning Commission proposes to amend zoning code sections 9-4.01 Subdivision 3 Permitted Accessory Uses to read:

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

Planner Hoyt explained that garage and boutique sales are not included as a permitted accessory use in residential zones. Nevertheless, the occasional single family or neighborhood garage sale/boutique sale occurs without complications and complaints. However, a number of complaints from residents adjacent to dwellings where these sales frequently occur suggests that some regulation of these sales may be in order. Garage and boutique sales generate more traffic, parking demands and goods in a driveway and yard than are consistently desirable in a residential zone.

Mr. Warren Peterson, 1373 Hoyt, attendee at the public hearing, asked who initiated the proposed amendment. Planner Hoyt explained that the staff did, based upon complaints received from residents adjacent to neighbors having unlimited garage sales.

A commissioner asked if anything can be done if a resident violates this ordinance. Planner Hoyt explained that a warning of the code violation would be given first. If this warning was ignored, a citation could be issued which could result in a fine. As a final step, the resident could be taken to court for

repeatedly violating a zoning code.
Chairman Boche moved to close the public hearing at 8 p.m.

After a brief discussion, the commission unanimously moved to place this amendment on the agenda of the City Council to be reviewed and approve/disapprove at its December or January meeting.

REPORT ON THE THIRD COMMUNITY LAND USE PLANNING FORUM AND THE COMPREHENSIVE PLANNING PROCESS BY STAFF

Chairperson Boche thanked Commissioner Finegan for chairing the special planning commission meeting and the Third Community Land Use Planning Forum in his absence which was held November 13, and asked him for a brief summary of the forum.

Commissioner Finegan stated there were approximately 60 people in attendance. The public response has been very strong at these forums and had clearly shown the public wants to be involved in the planning process. The key point for the forum was that residents are opposed to strip development along Larpenteur. A very general discussion of the concept plan followed.

Chairperson Boche asked if there was a timeline set for the rest of the schedule. Planner Hoyt stated at this point there is not a specific date set but hoped to be finished by June, 1991. Planner Hoyt was asked to talk to Fred Hoisington about a timeline and report back at the December, 1990 commission meeting.

Commissioners asked if those attending the last forum will receive drafts of the policies.

Planner Hoyt stated that all participants in the forums will be invited to a meeting discussing these policies after city commissioners, staff, and the consultant prepare the next draft. Copies will be made available to anyone who requests one and to those attending the public meetings. A public hearing will be held on the final draft plan.

The city council will review the draft parking policy at its January, 1991 meeting.

REVIEW OF CONDITIONAL USE PERMITS AND OTHER ITEMS DESIGNATED FOR REVIEW

Planner Hoyt asked how the planning commission would like staff to carry out reviews of conditional use permits and parking designations that the commission identified for review.

It was decided that staff will provide a report on the two

at the next meeting. She will also determine whether or not a conditional use permit expires when the business use closes at the location.

Meeting adjourned at 8:45 p.m.

Dee Swenson, Recording Secretary

Susan Hoyt, City Planner

Consent X

Agenda Item: E-3

Policy _____

CITY OF FALCON HEIGHTS

Meeting Date: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

PLANNING COMMISSION MINUTES

SUBMITTED BY:

Planning Commission

REVIEWED BY:

Susan Hoyt

EXPLANATION/SUMMARY (attach additional sheets as necessary):

See minutes of 11/26/90 attached.

ACTION REQUESTED:

Information Only

Smt gw

Consent X

Agenda Item: E-4

Policy _____

CITY OF FALCON HEIGHTS

Meeting Date: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

FIRE DEPARTMENT APPOINTMENTS

SUBMITTED BY:

Leo Lindig

REVIEWED BY:

Fire Department Review Board

EXPLANATION/SUMMARY (attach additional sheets as necessary):

- (a) Gregory Fuller, Appointment to Fire Department
- (b) Dirk Niles, Appointment to Fire Department. Dirk presently serves on the Rescue Department.

Both appointments are subject to the required one year probation
This brings the number of fire fighters up to 30.

ACTION REQUESTED:

Approval

Leo Lindig

Date Received 10-2-90 (21)
 orig date 4-25-90

CITY OF FALCON HEIGHTS
 FIRE DEPARTMENT AND RESCUE SQUAD
 Application for Membership

PERSONAL INFORMATION

Name FULLER GREGORY MARK Date of Birth 05/29/72
 Last First Middle

Address 2250 VICTORIA ST. #129 ROSEVILLE MN 55113
 Street City State Zip

Telephone 489-2438 774-0495 Soc. Sec. # 472-02-7716
 home work

Own Home _____ Buying Home _____ Renting X

How long have you lived in Falcon Heights? lived in Falcon Hts. for 16yrs.

EDUCATION

Name and Location	Years Attended	Graduated
Grammar School <u>BRIMHALL ELEMENTARY - PARKVIEW MIDDLE</u>	<u>8</u>	<u>yes</u>
High School <u>ROSEVILLE AREA HIGH SCHOOL - ROSEVILLE</u>	<u>4</u>	<u>yes</u>
College _____		
Other* <u>ADVANCE FIRST AID</u>		<u>yes</u>
<u>CADET CLASS 1, 2, 3</u>	<u>4</u>	<u>yes</u>

* Include any first aid, EMT, and firefighter training.

EMPLOYMENT

Present Employer PARKWAY AMOCO No. of Years 2

Business Address 304 E. WHEELLOCK PRKY. Working Hours 6-3

Former employers (list your last two employers starting with the most recent employer).

Name & Address of Employer	Dates Employed	Position	Reason for Leaving
<u>MEDICINE LAKE LINES</u> <u>ST. PAUL Bus Co.</u>	From: <u>8/90</u> To: <u>—</u>	<u>SCHOOL BUS DRIVER</u>	<u>—</u>
<u>TOM THUMB -</u> <u>1701 Snelling</u>	From: <u>11/87</u> To: <u>11/88</u>	<u>STOCK CASHIER</u>	<u>NEW JOB AT AMOCO</u>

Have you ever been discharged from any position? NO (If yes, explain).

GENERAL INFORMATION

Please state briefly what prompted you to seek membership with the Falcon Heights Fire Department and Rescue Squad

I'VE ALWAYS BEEN INTERESTED IN FIRE FIGHTING AND I WANT TO HELP OTHERS IN THE TIME OF NEED.

What hours are you available for calls? ~~MON-FRI 3PM-6AM~~ MON-FRI 3PM-6AM AND WEEKENDS ANY TIME

Are you a U.S. citizen? YES Do you have relatives in our employ? YES ALSO SHOULD BE ABLE TO MAKE SOME DAY CALLS DURING WEEK WHILE AT WORK

Have you ever been convicted of a misdemeanor, felony, or convicted in a military court martial? (Omit minor traffic violations).

Yes No If yes, explain

Do you have a valid driver's license? Yes No License # F-460-288-585-404

How many traffic tickets for moving violations have you received in the past five years? NONE Nature of offense(s)

Outside interests, hobbies, etc. GOLF, WORKING ON CARS

PHYSICAL RECORD

Height 5'7" Weight 123 Color of Hair RED/BROWN Color of Eyes BLUE

How would you describe your general health? AVERAGE

List any physical defects NONE

Have you ever been injured? NO Give details

Do you wear glasses? NO Are you subject to claustrophobia? NO

Are you afraid of heights? NO

In case of emergency notify KATHY FULLER 489-2438 W.591-5642
Name Phone

2250 VICTORIA ST. #129 ROSEVILLE MN 55113
Address

REFERENCES (list three)

Name ROBBIE WILBER Phone 646-2997 Address 1707 Fry St. #11
 Name KATHY AND HERB LENTCH Phone 489-2483 Address 752 COTTAGE ST.
 Name RICHARD NOVOTNY Phone 645-1709 Address 1791 LAKE ST.

How many days, weeks, or months of the year are you out of town for reasons other than regular employment? 1 OR 2 WEEKENDS A YEAR

I hereby apply for membership in the Falcon Heights Fire Department and Rescue Squad. Prior to my acceptance I will have to pass a complete physical examination and a physical agility test. In addition, my acceptance is conditional upon my performance while on the Department. If my performance falls below Department standards, my position may be terminated at any time. Otherwise, I will serve a one-year probationary period. At the end of that period I will be accepted as a regular member of the department or my probationary period will be extended. I agree to abide by all by-laws and policies of the Falcon Heights Fire Department and Rescue Squad during my tenure with the Department.

Greg Fuller
 Signature

10-2-90
 Date

Date Received 3-28-90

CITY OF FALCON HEIGHTS
FIRE DEPARTMENT AND RESCUE SQUAD
Application for Membership

PERSONAL INFORMATION

Name NILES DIRK FREDERICK Date of Birth 01-15-64
Last First Middle

(No applicant under 18 or over 40 years of age is eligible).

Address 1737 EUSTIS ST. LAUDERDALE MN 55113
Street City State Zip

Telephone 642-9103 782-2468 Soc. Sec. # 389-56-0124
home work

Own Home _____ Buying Home _____ Renting X

How long have you lived in Falcon Heights? OFF AND ON FOR 8 YEARS

EDUCATION

Name and Location Years Attended Graduated

<u>Name and Location</u>	<u>Years Attended</u>	<u>Graduated</u>
Grammar School _____		
High School <u>ARROWHEAD H.S. HARTLAND, WI</u>	<u>4</u>	<u>✓</u>
College <u>U OF MN TWIN CITIES</u>	<u>6</u>	<u>✓</u>
Other* <u>HCMC EMT-A, MINNEAPOLIS</u>	<u>CERTIFIED IN 1986</u>	<u>✓</u>
<u>OPEN WATER SCUBA DIVER</u>	<u>CERT 1982</u>	<u>✓</u>
<u>STARTED FIREFIGHTER I (WISCONSIN)</u>	<u>4 mos.</u>	
<u>ARC FIRST-AID, ADV FIRSTAID, CPR. AHA ^{CURRENT} CPR</u>		<u>✓</u>

* Include any first aid, EMT, and firefighter training.

EMPLOYMENT

Present Employer DISC COMPUTER SYS, INC No. of Years 2 MONTHS

Business Address 3055 OLD HWY 8, MPLS MN Working Hours 8^A-5^P

Former employers (list your last two employers starting with the most recent employer).

<u>Name & Address of Employer</u>	<u>Dates Employed</u>	<u>Position</u>	<u>Reason for Leaving</u>
<u>FMS DENVER, CO 80401</u>	<u>From: 3-89</u> <u>To: 2-90</u>	<u>FIELD REP</u>	<u>I DIDN'T WANT TO MOVE TO DENVER, CO.</u>
<u>MIN DEPT HEALTH MINNEAPOLIS, MN</u>	<u>From: 5-88</u> <u>To: 3-89</u>	<u>RESEARCH ASST</u>	<u>TEMPORARY POSITION (9 MONTHS)</u>

Have you ever been discharged from any position? NO (If yes, explain). _____

GENERAL INFORMATION

Please state briefly what prompted you to seek membership with the Falcon Heights Fire Department and Rescue Squad NOW THAT I'M OUT OF SCHOOL I WANT TO BE MUCH MORE ACTIVE IN THE COMMUNITY & I ENJOY VOLUNTEER FIRE / RESCUE SQUAD WORK.

What hours are you available for calls? PRIMARYLY EVENING & WEEKENDS. PROBABLY DAYTIME AS WELL, DEPENDING ON NEW JOB.

Are you a U.S. citizen? YES Do you have relatives in our employ? NO

Have you ever been convicted of a misdemeanor, felony, or convicted in a military court martial? (Omit minor traffic violations).

Yes _____ No X If yes, explain _____

Do you have a valid driver's license? Yes X No _____ License # N 420 143 261 042

How many traffic tickets for moving violations have you received in the past five years? 1 Nature of offense(s) SPEED (I-94 IN WISCONSIN)

Outside interests, hobbies, etc. WATER SPORTS, WORKING ON CAR.

PHYSICAL RECORD

Height 5' 10" Weight 185 Color of Hair BRN Color of Eyes BRN

How would you describe your general health? GOOD

List any physical defects NONE

Have you ever been injured? _____ Give details KNEE SURGERY ON (LT) KNEE

Do you wear glasses? YES Are you subject to claustrophobia? NO

Are you afraid of heights? NO

Emergency contact case of emergency notify ANNE WENDLANDOT (H) 724-5429 (W) 874-6666
Name Phone

3611 12TH AVE S MINNEAPOLIS MN 55407
Address

REFERENCES (list three)

Name KRISTI LOCKEN Phone 641-1281 Address 2223 1/2 KNAPP ST. ST. PAUL
 Name LESTER ENGEL Phone (205) 350-8270 Address DELATAUR, AL
 Name MARIANN MILLER Phone 623-5520 Address MDH, MINNEAPOLIS, MN

How many days, weeks, or months of the year are you out of town for reasons other than regular employment? AVG 2 WEEKS / YR.

I hereby apply for membership in the Falcon Heights Fire Department and Rescue Squad. Prior to my acceptance I will have to pass a complete physical examination and a physical agility test. In addition, my acceptance is conditional upon my performance while on the Department. If my performance falls below Department standards, my position may be terminated at any time. Otherwise, I will serve a one-year probationary period. At the end of that period I will be accepted as a regular member of the department or my probationary period will be extended. I agree to abide by all by-laws and policies of the Falcon Heights Fire Department and Rescue Squad during my tenure with the Department.

Dick A. Miles

Signature

3/28/90

Date

No R-90-46

CITY OF FALCON HEIGHTS
C O U N C I L R E S O L U T I O N

Date December 12, 1990

A RESOLUTION REQUESTING THE METROPOLITAN COUNCIL TO
GRANT AN EXTENSION TO DECEMBER 31, 1991, FOR COMPLETION
OF THE COMPREHENSIVE MUNICIPAL PLAN

WHEREAS, the City of Falcon Heights is in the process of
updating its Comprehensive Municipal Plan, and

WHEREAS, the project is progressing nicely and June, 1991, is
the anticipated completion date, and

WHEREAS, there could be unforeseen complications delaying
completion by that date, the City Council feels it would be
prudent to allow for extra time;

NOW, THEREFORE, be it resolved by the City Council of the
City of Falcon Heights that the Metropolitan Council be
requested to grant an extension to December 31, 1991, for
completion of updating the Comprehensive Municipal Plan.

Approved by _____

Mayor

December 12, 1990

Date

YEAS

NAYS

BALDWIN

CIERNIA

GEHRZ

WALLIN

JACOBS

_____ In Favor

_____ Against

Attested by _____

City Clerk

December 12, 1990

Date

Adopted by Council December 12, 1990

Consent X

Meeting Date: 12/12/90

Policy _____

Agenda Item: E-6

CITY OF FALCON HEIGHTS

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

HIRING OF RINK ATTENDANTS AND RINK MAINTENANCE WORKERS

SUBMITTED BY:

Carol Kriegler
Vince Wright

REVIEWED BY:

Jan Wiessner

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Carol Kriegler and Vince Wright are in the process of interviewing applicants for the positions of ice rink attendants and rink maintenance workers. We anticipate the need to hire four or five attendants and two or three maintenance workers. This will need to be done in the next couple weeks.

ACTION REQUESTED:

Authorization for Jan Wiessner to approve the hiring of part-time ice rink attendants and maintenance workers.

NOTE: Council may also want to consider delegation of part-time staff appointments to the administrator for future time savings.
(This would be a policy decision.)

CITY OF FALCON HEIGHTS

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

APPOINTMENT OF GOVERNMENT ACCESS CABLE TV PRODUCER

SUBMITTED BY:

Carol Kriegler

REVIEWED BY:

Jan Wiessner

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Carol Kriegler recommends that Kevin Scattum be appointed as the City's government access cable TV producer at a rate of \$10/hour. Kevin has been serving the City during an interim period until a permanent appointment was made.

The previous technicians were paid \$7.00/hour. We are recommending the position be expanded from a technician to a producer.

ATTACHMENT

Producer job description

ACTION REQUESTED:

Appointment of Kevin Scattum as the City's cable TV producer

gw

GOVERNMENT ACCESS CABLE TV PRODUCER

JOB DESCRIPTION

EXPERIENCE PREFERRED:

This person will be knowledgeable in 1/2" VHS and 3/4" Video formats with previous experience videotaping and editing sports, community and civic events.

DUTIES INCLUDE:

- Work with various departments and organizations in the city to produce programs for playback on the City's Cable Television Channel
- Minor maintenance and upkeep of the cable TV production equipment
- Updating the character generated messages on the channel
- Coverage of City Council meetings.

Consent X

Agenda Item: E-8

Policy _____

CITY OF FALCON HEIGHTS

Meeting Date: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

LICENSES

SUBMITTED BY: Shirley Chenoweth

REVIEWED BY: *gw*

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Contractor's Licenses

Topline Outdoor Advertising #0631
969 LaBore Industrial Center
St. Paul, Minnesota 55110

Leslie Tranby & Son Roofing & Siding #0632
6917 Valley Place
Crystal, Minnesota 55427

Day's Construction & Remodeling #0633
3242 Sandeen Road
Arden Hills, 55112

Ceres Contracting #0634
2504 W. County Road B
Roseville, MN 55113

ACTION REQUESTED:

Approval

gw SAC

Consent _____

Meeting Date: F-1

Policy X

CITY OF FALCON HEIGHTS

Agenda Item: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION: 1991 STREET IMPROVEMENTS

SUBMITTED BY: Terry Mauer

REVIEWED BY:
Jan Wiessner

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Following the Public Informational meeting which will be held at 6:30 p.m., December 12, the City Council may want to discuss various aspects of the proposed project. Terry has prepared responses to some of the questions which have been raised since the last discussion.

ATTACHMENT

12/90 Mauer Correspondence

ACTION REQUESTED:



CONSULTING ENGINEERS

Maier Stewart & Associates Inc.

December 6, 1990

File No: 330-019-20

Ms. Jan Wiessner
Administrator
City of Falcon Heights
City Hall
2077 W. Larpenteur Ave.
Falcon Heights, MN 55113

RE: 1991 STREET IMPROVEMENTS

Dear Ms. Wiessner:

As you are aware there have been a number of issues and questions raised by both citizens and City Council members regarding the proposed 1991 street improvement project. Due to the number of outstanding issues and questions a public information hearing has been scheduled for December 12, 1990. In anticipation of the hearing this letter is intended to provide information relative to the major areas of question. I understand these areas to be as follows:

1) WHY DO THE STREETS NEED TO BE RECONSTRUCTED?

The streets being proposed for reconstruction show many of the classic signs of failure. These include the follows:

o Alligator Cracking

This is a series of interconnecting cracks caused by failure of the asphalt concrete surface under repeated traffic loads. Alligator cracking is a sign of major structural distress.

o Edge Cracking

Similar to alligator cracking but usually found within 1 or 2 feet of the edge of the pavement. Usually caused by frost weakened base or subgrade near the edge of the pavement. It is usually a sign of poor drainage patterns.

o Longitudinal Cracking

Singular cracks parallel to the pavement centerline. When these appear in the driving lane they are generally related to some type of roadway fatigue.

o Potholes

Potholes are small bowl shaped holes in the bituminous surface. Potholes are produced when traffic abrades small pieces of the pavement. Free moisture collection accelerates their growth. Potholes are generally structurally related distresses.

o Bumps and Sags

Small abrupt upward or downward displacements of the pavement surface. Bumps and sags reduce the ride quality of the roadway. When sever can be a safety hazard.

These various signs of distress or failure are easily found throughout the streets proposed for reconstruction. They are so numerous that existing pavement rehabilitation is not a viable option.

2) SHOULD THE MUNICIPAL STATE AID (MSA) MONIES BE USED ALONG WITH THE (MSA) DESIGN CRITERIA?

I can not provide a direct answer to this question one way or the other. I can only provide the facts relative to the monies available to the City and the consequences should the City decide not to utilize these funds.

As of June 30, 1990, the City had a construction fund balance of \$304,719. The City's 1991 construction fund allocated is estimated at \$96,000 for a total available in 1991 of over \$400,000.

These funds are generated from the state gasoline tax and are distributed through the Minnesota Department of Transportation (Mn/DOT) Office of State Aid. The rules for the Municipal State Aid system are set up to encourage cities to utilize the funds. If Falcon Heights does not use the funds they will be penalized by a reduction in future year's allotments. This reduction in funds to Falcon Heights will be redistributed to other communities.

The Municipal State Aid system is established by state statute. Therefore, Falcon Heights can reasonably expect the distribution of these funds to continue in the future.

Municipal State Aid construction funds can also be used "off system" on County State Aid Highway (CSAH) or Trunk Highway projects. The only two such projects upcoming in the foreseeable future are Cleveland Avenue and Larpenteur Avenue. These would likely utilize three to four years worth of allotment. The City would still risk substantial penalties in the future as the opportunity for "off system" expenditure was eliminated and the City's construction fund balance grew.

3) WHAT EFFECT WOULD THE ELIMINATION OF MUNICIPAL STATE AID (MSA) CONSTRUCTION FUNDS HAVE ON THE CITY'S PAVEMENT MANAGEMENT PROGRAM?

The City's assessment policy is set up such that all residential properties pay the same rate regardless of the jurisdiction of the street they are on. The rate is established at 2/3 of the construction cost of the typical residential street. The only effect the elimination of Municipal State Aid construction funds would have is the loss of one source the City has to fund the local share of a street project.

4) ARE THERE ANY WAYS AVAILABLE TO THE CITY TO REDUCE THE ASSESSMENT RATE?

I know of no method to accomplish this short of committing more tax dollars to the formula, thus increasing the City's 1/3 share.

5) WHAT ARE OTHER NEIGHBORING COMMUNITIES ASSESSMENT POLICIES?

We have contacted three adjacent communities and asked what portion of the project cost they would assessed on a similar type project. The results were as follows:

Roseville	25%
Shoreview	25%
Arden Hills	50%

6) HOW WIDE SHOULD THE STREETS BE CONSTRUCTED?

As this question was voiced loud and clear the first thing we did was perform traffic counts on all the streets within the proposed project. The results of these counts provide the following 24 hour average daily traffic (ADT) volumes and peak hour counts:

<u>STREET</u>	<u>ADT</u>	<u>PEAK HOUR</u>
Albert Street	286	40
Arona Street	272	35
St. Mary's Street	156	16
Fry Street	295	38
Maple Knoll Drive	332	37
Garden Avenue	111	15

Given the developed nature of Falcon Heights, I would estimate the traffic growth on these streets between 1 and 1-1/2 percent per year. This means that over twenty years the traffic volume can be expected to increase by approximately 25 percent. This puts the highest projected ADT at approximately 415 on Maple Knoll Drive.

I would consider all these traffic volumes, both current and projected, as relatively low. In comparison the following list provides the 1986 average daily traffic on some of the county roads in the area:

Hoyt Avenue	1,600
Roselawn Avenue	2,500
Fairview Avenue	4,900
Hamline Avenue	7,500
Cleveland Avenue	8,500
Larpenteur Avenue	14,000

As we discussed at the public improvement hearing, to use Municipal State Aid construction funds and allow parking on at least one side, both Albert and Arona must be 34 feet wide. We are currently submitting a variance request to the Office of State Aid requesting unrestricted parking on a 34 foot wide street. We believe we will be able to provide a reasonable argument in favor of this request.

The streets within the Maple Knoll area currently are 29 - 31 feet in width. Given the relatively low traffic volumes and low peak hour traffic volumes a street width narrower than 34 feet with unrestricted parking would be

CITY OF FALCON HEIGHTS
DECEMBER 6, 1990
PAGE FIVE


appropriate from an engineering standpoint. Comments and requests from property owners have ranged from 30 feet wide with one side parking to 32 feet wide with unrestricted parking.

I would recommend the City Council consider establishing a street width of 30 or 31 feet with unrestricted parking in the Maple Knoll area. Parking can always be restricted if a problem arises as is the case on St. Mary's Street. One area of exception is the southerly end of Fry Street. If significant on street parking is anticipated due to the apartment building consideration should be given to widening of the street in this area.

If you have any questions regarding this information or other items you would like discussed at the informational hearing, please call.

Sincerely,

MAIER STEWART AND ASSOCIATES, INC.



Terry J. Maurer, P.E.

TJM/db

Consent _____

Policy X

Meeting Date: 12/12/90

Agenda Item: F-2

CITY OF FALCON HEIGHTS

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

COOPERATIVE AGREEMENT WITH RAMSEY COUNTY FOR
HAMLINE AVENUE PROJECT

SUBMITTED BY: Terry Maurer

REVIEWED BY: Jan Wiessner

EXPLANATION/SUMMARY (attach additional sheets as necessary):

ATTACHMENTS

- (a) 12/06/90 correspondence from Terry Maurer
- (b) November 30, 1990 correspondence from Wayne Leonard
- (c) Proposed agreement

ACTION REQUESTED:



Maier Stewart & Associates Inc.

December 6, 1990

File No: 330-016-10

Ms. Jan Wiessner
Administrator
City of Falcon Heights
City Hall
2077 Larpenteur Ave.
Falcon Heights, MN 55113

RE: RAMSEY COUNTY COOPERATIVE AGREEMENT
HAMLINE AVENUE PROJECT

Dear Ms. Wiessner:

As requested, we have reviewed the revised version of the Ramsey County Cooperative Agreement for the Hamline Avenue project. Based on our review we offer the following comments.

1. The revised agreement has changed the Falcon Heights/Roseville storm sewer cost sharing from 65%/35% to 35%/65%. This has resulted in a \$9,080.26 reduction in City cost.
2. The original and revised estimated City cost for the Hamline Avenue project is as follows:

<u>ITEM</u>	<u>ORIGINAL AGREEMENT</u>	<u>REVISED AGREEMENT</u>
Storm Sewer	\$ 17,859.27	\$ 8,779.01
San. Sewer Impr.	0.00	0.00
Water Sys. Impr.	3,304.00	3,304.00
Concrete Walk	21,145.60	21,145.60
Curb & Gutter	14,093.63	14,093.63
Watermain Repl.	29,977.90	29,977.90
Gottfried Pond	40,369.87	40,369.87
Total	\$126,750.27	\$117,670.87

3. We have discussed the possible need for an additional public hearing on this project with the City Attorney. It is his opinion that as long as the Cooperative Agreement is entered into within the one year time frame, there is no need for a rehearing. A copy of Tom Gedde's letter regarding this issue is attached.

CITY OF FALCON HEIGHTS
DECEMBER 6, 1990
PAGE TWO

We believe at this time the Cooperative Agreement is ready for the City of Falcon Height's approval. If you have any questions, please call.

Sincerely,

MAIER STEWART AND ASSOCIATES, INC.


Terry J. Maurer, P.E.

TJM/db

Attachment

JENSEN, HICKEN, GEDDE & SCOTT, P. A.

ATTORNEYS AND COUNSELORS AT LAW

BOCK, EDWARD A. JR.
GEDDE, THOMAS A.
HICKEN, JEFFREY P.
HOWARD, ROBERT A.
JENSEN, DAVID L.
MATTHE, PAUL E.
SCOTT, MICHAEL J.

300 ANOKA OFFICE CENTER
2150 THIRD AVENUE
ANOKA, MINNESOTA 55303-2296

OF COUNSEL
HOWSE, G. CRAIG

TELEPHONE (612) 421-4110
TELECOPIER (612) 421-1040

November 2, 1990

NOV 5 1990

Mr. Terry J. Maurer
Maier Stewart and Associates, Inc.
1959 Sloan Place
St. Paul, MN 55117

RE: Hamline Avenue Improvements

Dear Mr. Maurer:

In response to your letter of October 19, 1990 raising the issue of the time frame within which the City of Falcon Heights must enter into a contract for the Hamline Avenue improvements, it is my opinion, as we discussed on the telephone on October 31, 1990 that it is the contract between the City of Falcon Heights and Ramsey County that must be entered into within one year from February 14, 1990. I understand that you expect that contract to be signed well before February 14 of 1991. Ramsey County currently expects to enter into its contracts with the construction people prior to February 14, 1991 as well, but even if that does not occur, the existence of the agreement between the City and the County prior to that date would satisfy the statutory requirements.

Thank you for bringing this issue to my attention.

Yours truly,

JENSEN, HICKEN, GEDDE & SCOTT, P.A.

Thomas A. Gedde
Falcon Heights City Attorney

TAG/abg

cc: Janet R. Wiessner



Ramsey County
DEPARTMENT OF PUBLIC WORKS

3377 North Rice Street
Saint Paul, Minnesota 55126
(612) 484-9104

Divisions of:
Engineering
Maintenance
Mobile Equipment
Environmental Services

November 30, 1990

Jan Weissner
City Administrator
City of Falcon Heights
2077 W. Larpenteur Avenue
Falcon Heights, MN 55113

Cooperative Agreement 90029 (rev. 1)
Hamline Avenue
Larpenteur Avenue to County Road B
S.A.P. 62-650-04

In response to Steve Gatlin's letter of November 2, 1990, we have revised our cooperative agreements to reflect a 65% Roseville - 35% Falcon Heights split on the Hamline Avenue Storm Sewer Costs not eligible for CSAH funds reimbursement. Agreement 90030 with Roseville has been signed by them and returned to us.

Accompanying are three original copies of the agreement for signature, a copy for your files and a marked up copy for your information showing changes made. When the originals have been signed by the City, please return them to us for County Board execution. A fully signed copy will then be returned to you.


Wayne R. Leonard, P.E.
Coordinating Engineer

WRL:m

enc.

RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH FALCON HEIGHTS

Agreement between
the County of Ramsey
and the City of Falcon Heights

S.A.P. 62-650-04
S.A.P. 62-630-37
Account 47422

Hamline Avenue (CSAH 50)
Larpenteur Avenue to County Road B Reconstruction
and Gottfried Pond Reconstruction

Estimated Amount Receivable from City of Falcon Heights:	
Storm Sewer	\$ 8,779.01
San. Sewer Impr.	0.00
Water Sys. Impr.	3,304.00
Concrete Walk	21,145.60
Curb & Gutter	14,093.63
Watermain Repl.	29,977.90
Gottfried Pond	40,369.87
Total	\$117,670.01

THIS AGREEMENT, by and between the City of Falcon Heights, Minnesota, a municipal corporation, hereinafter referred to as the "City," and Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as the "County";

WITNESSETH:

WHEREAS, the County and the City desire to construct and rebuild Hamline Avenue (County State Aid Highway 50) from Larpenteur Avenue (CSAH 30) to County Road B (CSAH 25) and Gottfried Pond a storm water holding and pumping facility adjacent to Larpenteur Avenue just east of Hamline Avenue in the City of Roseville; and

WHEREAS, the east one-half of Hamline Avenue from Larpenteur Avenue to Roselawn Avenue and both sides of Hamline Avenue from Roselawn Avenue to County Road B is in the City of Roseville; and

WHEREAS, the City of Roseville and the County have a separate agreement covering that portion of Hamline Avenue in Roseville and the Roseville participation in the Gottfried Pond reconstruction; and

WHEREAS, that portion of Hamline Avenue not in the City of Roseville is in the City; and

WHEREAS, the Hamline Avenue road project has been designated by the Minnesota Department of Transportation as eligible for certain construction costs reimbursement from CSAH funds and identified as S.A.P. 62-650-04; and

WHEREAS, the Gottfried Pond reconstruction has been designated by the Minnesota Department of Transportation as eligible for certain construction costs reimbursement from CSAH funds and identified as S.A.P. 62-630-37; and

WHEREAS, the Minnesota Department of Transportation has determined allowable credit for storm sewer outfall lines previously constructed prior to the project, and that 88.35% of project S.A.P. 62-650-04 and 25.00% of project S.A.P. 62-630-37 storm sewer system is eligible for reimbursement from the CSAH funds as present in D.V. Halvorson, Mn/DOT Hydraulics Engineer, office memorandum dated May 10, 1990; and

WHEREAS, 11.65% of the storm sewer cost of project S.A.P. 62-650-04 is attributable to drainage areas outside the Hamline Avenue road right of way; and

WHEREAS, the City of Roseville, the City and the County have a separate agreement for the maintenance and operation of Gottfried Pond; and

WHEREAS, plans for this project S.A.P. 62-650-04, S.A.P. 62-630-37 showing proposed alignment, profiles, grades and cross sections for the improvement of County State Aid Highway 50 within the limits of the City as a County State Aid Highway project and the reconstruction of Gottfried Pond have been presented to the City; and

WHEREAS, the project includes, in addition to other things, grading, concrete curb and gutters, storm sewer, water system replacement, walks, paths, ponds, lift stations and City utility adjustments, and/or improvements; and

WHEREAS, the grading provisions require acquisition of certain right of way and temporary construction and slope easements prior to construction; and

WHEREAS, grading provisions of the road project will reduce the earth cover on portions of the City water system; and

WHEREAS, portions of the water system are being replaced with a new system with adequate cover rather than insulate the existing system; and

WHEREAS, the cost of insulating the water system is estimated as one-half the cost of replacement; and

WHEREAS, the design and plan preparation by the consulting firm Maier Stewart & Associates was performed under a separate agreement between the consultant and the County; and

WHEREAS, the City and County will participate in the cost, maintenance and operation of this segment of Hamline Avenue as hereinafter set forth; and

WHEREAS, the City and County will participate in the operation of Gottfried Pond as provided in separate resolutions.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. The County shall prepare, or cause to be prepared, the necessary plans, specifications, estimates and proposals, take bids, and with concurrence of the City of Roseville and the City, award a contract for the construction of this project, S.A.P. 62-650-04 and S.A.P. 62-630-37, the County shall perform the construction inspection.

2. The City shall acquire and pay for all rights of way and easements within the City required for the construction of the project except for those on County-owned property.

3. All rights of way which cannot be negotiated will be acquired through eminent domain proceedings.

4. All Hamline Avenue rights of way and temporary easements acquired by the City will thereafter be assigned by the City to the County. Parking and other regulations will be controlled by the County.

5. A portion of the roadway storm system as shown in the plans and specifications is determined to be eligible for reimbursement by CSAH funds based on the Mn/DOT Hydraulics Memorandum and this portion shall be paid by the County.

6. The City of Roseville and the City shall pay for that portion of the roadway storm sewer system not eligible for reimbursement from CSAH funds attributable to drainage area outside the Hamline Avenue right of way. For the Hamline Avenue storm sewer project S.A.P. 62-650-04, the City of Roseville shall pay 65% and the City shall pay 35%, the cost participation is distributed:

County		
CSAH Funds	=	88.35%
City (35% of 11.65%)	=	4.08%
City of Roseville	=	7.57%
Total		<u>100.00%</u>

7. The County shall pay for 25% of the cost of the Gottfried Pond project S.A.P. 62-630-37 which is eligible for reimbursement from the County CSAH funds. As provided in separate 1958 resolutions, attached, the City of Roseville, the City and the County shall each pay one-third of the cost of that portion of the Gottfried Pond project, S.A.P. 62-630-37, not eligible for reimbursement for CSAH funds.

County		
CSAH Funds	=	25%
Local Funds	=	25%
City of Roseville	=	25%
City	=	25%
Total		<u>100%</u>

8. Upon completion of the project the County shall own and maintain the Hamline Avenue storm sewer S.A.P. 62-650-04 catch basins and leads and the City shall own and maintain the storm sewer trunk lines, ponds, ditches and laterals within the City servicing property outside the road right of way.

9. Upon completion of the Gottfried pond project the City of Roseville, the City and the County shall institute procedures to turn over ownership and operation of the Gottfried pond to the Central Ramsey Watershed Management Organization. The Gottfried Pond operation and maintenance shall continue as provided in the separate resolutions until accepted by the Watershed Management Organization or other responsible agency.

10. The City shall pay 75% of the cost of concrete curb and gutters constructed within the City except for medians and replacement of existing concrete curb and gutters.

11. The City shall pay 100% of the cost of new walk constructed except for medians and replacement of existing walk.

12. Upon completion of the project the City shall own and maintain the pedestrian walk and/or path constructed within the City under this project.

13. The City shall pay 50% of the cost of replacing the existing cast iron watermain system with Ductile Iron Pipe. Replacement of the system shall include replacement of existing valves with new valves and reconnection of the water services to the new main. The County shall pay the remaining 50% of the cost of this work in lieu of insulating the existing system.

14. The City shall pay 100% of the cost of adding to the existing water system.

15. The County shall pay 100% of the cost of relocating, adjusting and insulating the existing water system not replaced.

16. The City shall assist the County in the inspection of the water system construction and the City shall own and maintain the water system within the City.

17. Any existing City utility modifications and or adjustments which are necessitated by the roadway construction, as shown in the plans and specifications, shall be paid for by the County if eligible for reimbursement through its County State Aid Highway funds.

18. Any City improvements to those provisions presently made in the plans and specifications may be incorporated in the construction contract by supplemental agreement approved by the City and shall be paid for as specified in the supplemental agreement.

19. The City shall pay ten percent (10%) of its share of the construction cost, as determined by the contract as awarded, to the County as a preliminary engineering fee. This fee shall be due upon award of the construction contract. This fee is in addition to and not in lieu of the 8% fee identified in paragraph 20 of this agreement.

20. The City shall pay eight percent (8%) of its share of the construction cost, as determined by the final contract amounts, to the County as a construction engineering fee. This fee shall be due upon notification to the City of the final amounts of the contract.

21. The City shall not assess or otherwise recover any portion of its cost for this project through levy on County-owned property.

22. Attached is a preliminary construction cost estimate form which lists all of the anticipated cost items and their estimated quantities and costs. For convenience, grouped totals and subtotals of the construction costs of the various aspects of the project have been shown.

23. Attached is a preliminary cost participation breakdown demonstrating the method of cost calculation and identifying the City estimated costs for the project.

24. It is estimated, for accounting purposes, that the City share of the costs of the construction plus engineering cost payment to the county is the total sum of \$117,670.01. The County shall, when a construction contract is proposed to be awarded, prepare a revised cost participation breakdown based on construction contract unit prices and submit a copy to the City. The City agrees to advance to the County an amount equal to 100% of its share of the total construction cost share plus preliminary engineering costs as set forth be it more or less than the estimated sum of \$109,692.38. The County may then authorize the contractor to commence work.

25. Upon substantial completion of the work, the County shall prepare a revised cost participation breakdown based upon the contract unit prices and the actual units of work estimated to have been performed and submit a copy to the City. The construction engineering costs to be paid the County by the City shall be based on this revised final construction costs. The County shall add to the City's estimated final construction costs the preliminary engineering and construction engineering costs due from the City, make necessary adjustments for liquidated damages, if any, and deduct City funds previously advanced for the project by the City. The City agrees to pay to the County any amounts due. In the event the calculations show that the City has advanced funds in greater amount than is due the County, the County shall refund the amount to the City without interest. All monies paid by the City and not expended on the project will be returned within a reasonable time not to exceed two (2) years from deposit.

26. Preliminary plans reviewed at the public hearing and final plans and specifications are hereby in all things approved.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

In presence of

CITY OF FALCON HEIGHTS, MINNESOTA

By: _____

Its: _____

By: _____

Its: _____

Date: _____

THE COUNTY OF RAMSEY

Recommended for approval:

Kenneth E. Weltzin, P.E.
Director, Ramsey County
Public Works Department

By: _____
Hal Norgard, Chairperson
Board of County Commissioners

Approved as to Form:

Attest:

By: _____
Assistant County Attorney

By: _____
Chief Clerk-County Board

Date: _____

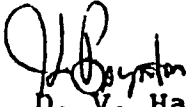
Date: _____

MAY 14 1990

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION OFFICE MEMORANDUM
OFFICE OF BRIDGES AND STRUCTURES

TO : E. Morris, Jr.
Assistant District Engineer

DATE : May 10, 1990
PHONE: 612/296-0824
FAX : 612/297-2070

FROM : 
D. V. Halvorson
Hydraulics Engineer

SUBJECT: SAP 62-650-04 (Hamline Ave)
SAP 62-650-37 (Gottfried Pond)
From Larpenteur Ave. to Co. Rd. "B"
Storm Sewer and Ponding in Roseville

We have reviewed the storm sewer features of this plan and find that State Aid funds can bear 88.35% of the costs. This amount reflects a credit to the City for the use of in-place outfall lines. In addition, State Aid funds can also bear 25% of all pond improvement and pumping station costs.

The proposed improvements conform to State Aid standards and further review of the plan will be made by the State Aid Office.

Unless you wish to recommend modifying the amount of participation, the State Aid Office will use the above percentages.

We are forwarding a copy of this report to K. E. Weltzin, County Engineer, for his information.

Any questions regarding this approval or cost proration should be directed to E. H. (Ed) Aswegan at 612/296-0822.

cc: J. A. Skallman
K. E. Weltzin
D. L. Rholl ✓
S. D. Gatlin
D. V. Halvorson

COUNTY AUDITOR'S OFFICE

St. Paul, Minn.

COUNTY BOARD

File No. 1739

Resolution No. 4790

May 12, 1958

The attention of County Auditor - County Engineer - Village of Roseville - Village of Falcon Heights - City Clerk, St. Paul - Comptroller, St. Paul

is respectfully called to the following Resolution of the Board of County Commissioners of Ramsey County, Minnesota, adopted at the meeting held on May 12, 1958

By Commissioner Blank:

WHEREAS, The County of Ramsey owns land situated on the north side of Larpentour Avenue between Fernwood and Hamline Avenues which was purchased for a ponding area for waters draining from County highways, and

WHEREAS, The County of Ramsey proposes to reconstruct Larpentour Avenue from Fernwood to Snelling in the year 1958, and in connection therewith to install a storm sewer thereon for the purpose of providing for storm waters on said Larpentour Avenue, and

WHEREAS, Larpentour Avenue between said streets is bordered by the City of St. Paul and the Villages of Roseville and Falcon Heights, the latter two of which do not have storm sewers, and

WHEREAS, The reconstruction of said Larpentour Avenue with its storm sewer will drain a great deal of water from streets in the said two villages, and

WHEREAS, The construction of and operation of a pumping station will be necessary, together with a force main extending from the pumping station to empty into the City of St. Paul's storm sewer located at Idaho Avenue and Chelsea Street in said City of St. Paul, from which point waters from the ponding area will flow by gravity into Lake Como, and

WHEREAS, AS a condition to the use of said storm sewer and said Lake Como, the City of St. Paul has required the County of Ramsey to agree to pay a proportionate portion of the cost of an overflow from Lake Como into City of St. Paul's sewers located easterly of said Lake Como,

NOW, THEREFORE, IT IS AGREED by the Village of Falcon Heights and the Village of Roseville that each of them will pay to the County of Ramsey within thirty (30) days after the completion of said pumping station and said force main 1/3 of the cost of the construction of a pumping station to be built on the ponding area site and 1/3 of the cost of the force main from the said ponding area to connect with the City of St. Paul storm sewer located at the intersection of Idaho Avenue and Chelsea Street, and each of them agree to pay 1/3 of the County's share of the cost of the overflow from Lake Como within 30 days of receipt of advice as to their share, and each of said villages further agrees to pay to the County of Ramsey in or before the month of January in the year following 1/3 of the annual cost of operating and maintaining said pumping station and said force main.

EUGENE A. MONICK, County Auditor

By

Deputy.

RESOLUTION NO. 206

At a regular Council meeting on Tuesday, July 22, 1958, the following Resolution was introduced by Hammersten and Seconded by Carlson. Roll Call, Ayes (4), Nays (1), McGee opposed.

WHEREAS, The County of Ramsey owns land situated on the north side of Larpentour Avenue between Fernwood and Hamline Avenues which was purchased for a ponding area for waters draining from County Highways, and

WHEREAS, The County of Ramsey proposes to reconstruct Larpentour Avenue from Fernwood to Snelling in the year 1958, and in connection therewith to install a storm sewer thereon for the purpose of providing for storm waters on said Larpentour Avenue, and

WHEREAS, Larpentour Avenue between said streets is bordered by the City of St. Paul and the Villages of Roseville and Falcon Heights, the latter two of which do not have storm sewers, and

WHEREAS, The reconstruction of said Larpentour Avenue with its storm sewer will drain a great deal of water from streets in the said two villages, and

WHEREAS, The construction of and operation of a pumping station will be necessary, together with a force main extending from the pumping station to empty into the City of St. Paul's storm sewer located at Idaho Avenue and Chelsea Street in said City of St. Paul, from which point waters from the ponding area will flow by gravity into Lake Como, and

WHEREAS, As a condition to the use of said storm sewer and said Lake Como, the City of St. Paul has required the County of Ramsey to agree to pay a proportionate portion of the cost of an overflow from Lake Como into City of St. Paul's sewers located easterly of said Lake Como,

NOW, THEREFORE, IT IS AGREED By the Village of Falcon Heights and the Village of Roseville that each of them will pay to the County of Ramsey within thirty (30) days after the completion of said pumping station and said force main 1/3 of the cost of the construction of a pumping station to be built on the ponding area site and 1/3 of the cost of the force main from the said ponding area to connect with the City of St. Paul storm sewer located at the intersection of Idaho Avenue and Chelsea Street, and each of them agree to pay 1/3 of the County's share of the cost of the overflow from Lake Como within 30 days of receipt of advice as to their share, and each of said Villages further agrees to pay to The County of Ramsey in or before the month of January in the year following 1/3 of the annual cost of operating and maintaining said pumping station and said force main.

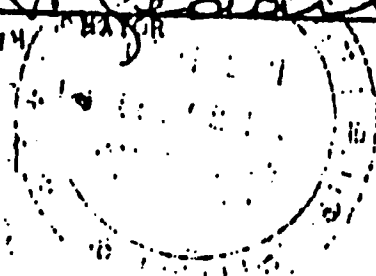
Adopted by the Village Council of Roseville this 22nd day of July, 1958.

ATTEST:

B. Hammersten
- CLERK

RAMSEY COUNTY
COURT CLERK

JUL 22 1958



It was moved by Warkentien, seconded by Shavor, and unanimously voted that County Board Resolution #9-4790, County Board File #1739, relative to drainage of the Larpentour Avenue Ponding Area into Lake Como in the City of St. Paul, passed by the Board of County Commissioners in session on May 12th, 1958, listed below, be adopted by the Village Council of the Village of Falcon Heights.

RESOLUTION:

WHEREAS, The County of Ramsey owns land situated on the north side of Larpentour Avenue between Fernwood and Hamline Avenues which was purchased for a ponding area for waters draining from County highways, and

WHEREAS, The County of Ramsey proposes to reconstruct Larpentour Avenue from Fernwood to Snelling in the year 1958, and in connection therewith to install a storm sewer thereon for the purpose of providing for storm waters on said Larpentour Avenue, and

WHEREAS, Larpentour Avenue between said streets is bordered by the City of St. Paul and the Villages of Roseville and Falcon Heights, the latter two of which do not have storm sewers, and

WHEREAS, The reconstruction of said Larpentour Avenue with its storm sewer will drain a great deal of water from streets in the said two villages, and

WHEREAS, The construction of and operation of a pumping station will be necessary, together with a force main extending from the pumping station to empty into the City of St. Paul's storm sewer located at Idaho Avenue and Chelsea Street in said City of St. Paul, from which point waters from the ponding area will flow by gravity into Lake Como, and

WHEREAS, as a condition to the use of said storm sewer and said Lake Como, the City of St. Paul has required the County of Ramsey to agree to pay a proportionate portion of the cost of an overflow from Lake Como into City of St. Paul's sewers located easterly of said Lake Como,

NOW, THEREFORE, IT IS AGREED By the Village of Falcon Heights and the Village of Roseville that each of them will pay to the County of Ramsey within thirty (30) days after the completion of said pumping station and said force main 1/3 of the cost of the construction of a pumping station to be built on the ponding area site and 1/3 of the cost of the force main from the said ponding area to connect with the City of St. Paul storm sewer located at the intersection of Idaho Avenue and Chelsea Street, and each of them agree to pay 1/3 of the County's share of the cost of the overflow from Lake Como within 30 days of receipt of advice as to their share, and each of said Villages further agrees to pay to the County of Ramsey in or before the month of January in the year following 1/3 of the annual cost of operating and maintaining said pumping station and said force main.

VILLAGE OF FALCON HEIGHTS,

WILLIAM R. BLICK

Clerk.

ENGINEERS OPINION OF COST: HAMLINE AVE STREET RECONSTRUCTION

Item No.	Item	Unit	Quantity	UNIT PRICE	TOTAL PRICE
SCHEDULE 1.0					
2021.501	MOBILIZATION	LS	1	10000.00	\$10,000.00
2104.501	REMOVE RC PIPE	LF	1900	3.00	\$5,700.00
2104.501	REMOVE CONCRETE CURB & GUTTER	LF	1125	0.50	\$562.50
2104.509	REMOVE CATCH BASIN	EA	26	200.00	\$5,200.00
2104.509	REMOVE MANHOLE	EA	21	200.00	\$4,200.00
2104.505	REMOVE EX BIT PVMT AND CURB	SY	33000	0.50	\$16,500.00
2104.505	REMOVE CONCRETE PAVEMENT	SY	1350	4.00	\$5,400.00
2101.502	CLEARING	TREE	49	60.00	\$2,940.00
2101.507	GRUBBING	TREE	49	60.00	\$2,940.00
2101.511	CLEAR & GRUBB	LS	1	5000.00	\$5,000.00
2105.501	COMMON EXCAVATION	CY	84938	2.00	\$169,876.00
2112.501	SUBGRADE PREPARATION	RD STA	56.95	75.00	\$4,271.25
2211.501	AGGREGATE BASE CLASS 5	TON	26000	5.50	\$143,000.00
2105.521	GRANULAR BORROW (CV)	CY	12000	5.00	\$60,000.00
2105.522	SELECT GRANULAR BORROW(CV)	CY	15000	5.50	\$82,500.00
2130.501	WATER	M GAL	500	10.00	\$5,000.00
2331.514	BASE COURSE MIXTURE 2331	TON	7720	10.00	\$77,200.00
2331.504	BIT MATL FOR 2331	TON	386	110.00	\$42,460.00
2331.510	BINDER COURSE MIXTURE 2331	TON	3900	11.00	\$42,900.00
2331.504	BIT MATL FOR 2331	TON	215	110.00	\$23,650.00
2361.508	WEAR COURSE MIXTURE 2361 MOD	TON	2150	15.00	\$32,250.00
2361.504	ASPHALT CEMENT	TON	151	120.00	\$18,120.00
2357.502	BIT TACK COAT	GAL	4670	1.00	\$4,670.00
2531.501	CONCRETE CURB & GUTTER B618	LF	770	5.50	\$4,235.00
2531.501	CONCRETE CURB & GUTTER B624	LF	11000	6.50	\$71,500.00
2521.501	4" CONCRETE SIDEWALK	SF	43000	1.75	\$75,250.00
0531.602	PED RAMP	EA	26	50.00	\$1,300.00
2531.507	6" CONCRETE D/W PAVEMENT	SY	1580	20.00	\$31,600.00
2531.507	8" CONCRETE D/W PAVEMENT	SY	210	25.00	\$5,250.00
0341.605	BIT D/W RESTORATION	SY	3670	8.00	\$29,360.00
2301.501	CONCRETE PAVEMENT	SY	475	35.00	\$16,625.00
2506.511	RECONSTRUCT MANHOLES	LF	120	200.00	\$24,000.00
2506.522	ADJUST FRAME & RING CASTING	EA	22	100.00	\$2,200.00
2506.516	CASTING ASSEMBLY	EA	6	250.00	\$1,500.00
2503.541	8" PVC STORM SEWER	LF	50	12.00	\$600.00
2503.541	15" RC PIPE CLASS III	LF	3357	18.00	\$60,426.00
2501.515	15" RC PIPE APRON	EA	1	400.00	\$400.00
0503.602	15" RC PIPE BEND 22 1/2 DEGREE	EA	2	300.00	\$600.00
2503.541	18" RC PIPE CLASS III	LF	334	21.00	\$7,014.00
2503.541	24" RC PIPE CLASS III	LF	12	25.00	\$300.00
0503.602	24" RC PIPE LONG RAD BEND	EA	1	250.00	\$250.00
2503.541	30" RC PIPE CLASS III	LF	697	35.00	\$24,395.00
0503.602	30" RC PIPE SHORT BEND	EA	7	375.00	\$2,625.00
2503.541	36" RC PIPE CLASS III	LF	36	45.00	\$1,620.00
0503.602	36" RC PIPE SHORT BEND	EA	7	450.00	\$3,150.00
2503.541	42" RC PIPE CLASS III	LF	48	62.00	\$2,976.00
0503.602	42" RC PIPE SHORT BEND	EA	2	550.00	\$1,100.00
2503.541	48" RC PIPE CLASS III	LF	30	72.00	\$2,160.00
2501.515	48" RC PIPE APRON	EA	1	750.00	\$750.00
2503.521	54" RC PIPE ARCH	LF	16	115.00	\$1,840.00

2503.541	72" RC PIPE CLASS III	LF	48	150.00	\$7,200.00
2503.515	72" RC PIPE APRON	EA	1	1300.00	\$1,300.00
2506.509	CATCH BASIN 27" DIA	EA	3	700.00	\$2,100.00
2506.509	CATCH BASIN DESIGN SPECIAL 2	EA	35	1000.00	\$35,000.00
2506.509	CATCH BASIN DESIGN LP	EA	6	1000.00	\$6,000.00
2506.508	MANHOLE 48" DIA	EA	29	900.00	\$26,100.00
2506.508	MANHOLE 60" DIA	EA	3	1400.00	\$4,200.00
2506.508	MANHOLE 10 FT DIA	EA	1	13000.00	\$13,000.00
2411.507	CONCRETE HEADWALL	EA	1	20000.00	\$20,000.00
0503.602	LIFT STATION	EA	1	80000.00	\$80,000.00
0503.601	12" FORCEMAIN	LF	150	27.00	\$4,050.00
0506.509	48" CONTROLLED INLET STRUCTURE	EA	1	3000.00	\$3,000.00
2502.541	4" PERFORATED TP PIPE DRAIN	LF	10400	4.00	\$41,600.00
2511.501	RANDOM RIP RAP CLASS IV	CY	129	30.00	\$3,870.00
2557.501	CHAIN LINK FENCE	LF	2000	10.00	\$20,000.00
2557.517	VEHICULAR GATE	EA	2	500.00	\$1,000.00
0503.614	MINOR SAN. SEWER REPLACEMENT	EA	35	300.00	\$10,500.00
0503.615	MAJOR SAN. SEWER REPLACEMENT	LF	750	15.50	\$11,625.00
0504.605	2" POLYSTYRENE INSULATION	SF	500	3.00	\$1,500.00
0504.603	6" DIP WATERMAIN	LF	4000	15.00	\$60,000.00
0504.603	8" DIP WATERMAIN	LF	500	19.00	\$9,500.00
0504.602	RELOCATE HYDRANT	EA	13	700.00	\$9,100.00
0504.602	ADD VALVE HYDRANT	EA	13	1000.00	\$13,000.00
0504.602	ADJUST HYDRANT	EA	2	425.00	\$850.00
0504.602	ADJUST VALVES	EA	24	100.00	\$2,400.00
0563.601	TRAFFIC CONTROL	LS	1	5000.00	\$5,000.00
0565.604	REVISED SIGNAL SYS A	SYS	1	10000.00	\$10,000.00
0565.604	REVISED SIGNAL SYS B	SYS	1	5000.00	\$5,000.00
2575.501	SEEDING	ACRE	6	1300.00	\$7,800.00
2575.505	SEEDING TYPE A	SY	24500	1.50	\$36,750.00
0575.601	EROSION CONTROL	LS	1	5000.00	\$5,000.00
0506.602	FURN & INST. 42" DRAIN GATE	EA	1	800.00	\$800.00
0506.602	FURN & INST. 36" DRAIN GATE	EA	1	650.00	\$650.00
0506.602	FURN & INST. 30" DRAIN GATE	EA	1	500.00	\$500.00
2580.501	TEMPORARY LANE MARKING	RD STA	52.00	10.00	\$520.00
0557.603	FURNISH & INSTALL MAILBOXES	EA	20	200.00	\$4,000.00

T SCHEDULE 1.0--Total

=====
\$1,600,280.75

COST PARTICIPATION SUMMARY
Hamline Avenue S.A.P. 62-650-04
Agreement 90029 & 90030

based on
Engineers Estimate dated _____
Low Bid Unit Prices dated _____
Contract Prices & Quantities dated _____

STORM SEWER - HAMLINE AVENUE CONSTRUCTION COST = \$182,349.00

Ramsey County CSAH	88.35%	=	\$161,105.34	
Falcon Heights	4.08%	=	7,439.84	
Roseville	7.57%	=	13,803.82	
			\$182,349.00	

GOTTFRIED POND - CONSTRUCTION COST = \$136,847.00

Ramsey County CSAH Funds	25%	=	\$ 34,211.75	
Ramsey County Local Funds	25%	=	34,211.75	
Falcon Heights	25%	=	34,211.75	
Roseville	25%	=	34,211.75	
			\$136,847.00	

SANITARY SEWER IMPROVEMENT

Falcon Heights				0
Roseville Minor Sys.		=	10,500.00	
Roseville Major Sys.		=	11,625.00	
				\$ 22,125.00

CONCRETE WALK

Falcon Heights				
Total	10,410	sq. ft.		
	- 170	Replacement		
	10,240	sq. ft. @ \$1.75	=	\$17,920.00

Roseville				
Total	19,479	sq. ft.		
	- 240	Replacement		
	19,239	sq. ft. @ \$1.75	=	\$33,668.25

CONCRETE CURB & GUTTER

Falcon Heights				
Credit = 180 L.F. B618 with 340' removal			= 160 L.F. B624 Credit	
B624 = 2,610 L.F.-160 L.F.			= 2,450 L.F.	
Participation = 2,450 L.F. @ \$6.50x75%			= \$11,943.75	
Roseville				
Credit = 590 L.F. B618 with 745' removal			= 155 L.F. B624 Credit	
B624 = 7,620 L.F.-155 L.F.			= 7,465 L.F.	
Participation = 7,465 L.F. @ \$6.50x75%			= \$36,391.88	

**CONSTRUCTION COST PARTICIPATION PLUS ENGINEERING
AGREEMENT 90029 & 90030
HAMLINE AVENUE**

<u>Falcon Heights</u> <u>Item</u>	<u>Constr.</u> <u>Cost</u>	<u>Prelim.</u> <u>Eng. 10%</u>	<u>Constr.</u> <u>Eng. 8%</u>	<u>Total</u>
Storm Sewer	\$ 7,439.84	\$ 743.98	\$ 595.19	\$ 8,779.01
San. Sewer Imp.	0	0	0	0
Water Sys. Imp.	2,800.00	280.00	224.00	3,304.00
Concrete Walk	17,920.00	1,792.00	1,433.60	21,145.60
Curb & Gutter	11,943.75	1,194.38	955.50	14,093.63
Watermain Repl.	25,405.00	2,540.50	2,032.40	29,977.90
Gottfried Pond	34,211.75	3,421.18	2,736.94	40,369.87
	<u>\$99,720.34</u>	<u>\$9,972.04</u>		<u>\$117,670.01</u>
Due at Contract Award		\$109,692.38		

<u>Roseville</u> <u>Item</u>	<u>Constr.</u> <u>Cost</u>	<u>Prelim.</u> <u>Eng. 10%</u>	<u>Constr.</u> <u>Eng. 8%</u>	<u>Total</u>
Storm Sewer	\$ 13,803.82	\$ 1,380.38	\$ 1,104.31	\$ 16,288.51
San. Sewer Imp.	22,125.00	2,212.50	1,770.00	26,107.50
Water Sys. Imp.	1,750.00	175.00	140.00	2,065.00
Concrete Walk	33,668.25	3,366.82	2,693.46	39,728.53
Curb & Gutter	36,391.88	3,639.19	2,911.35	42,942.42
Watermain Repl.	27,365.00	2,736.50	2,189.20	32,290.70
Gottfried Pond	34,211.75	3,421.18	2,736.94	40,369.87
	<u>\$169,315.70</u>	<u>\$16,931.57</u>		<u>\$199,792.53</u>
Due at Contract Award		\$186,247.27		

WRL:m
11/13/90

CITY OF FALCON HEIGHTS

REQUEST FOR COUNCIL CONSIDERATIONITEM DESCRIPTION:

PROPOSED ORDINANCE 0-90-10
 AMENDING CHAPTER 4, PARTS 7 AND 8 OF THE CITY
 CODE RELATING TO CABLE COMMUNICATIONS

SUBMITTED BY:

Thomas Creighton, Attorney for North Suburban
 Cable Commission

REVIEWED BY:

Shirley Chenoweth
 Jan Wiessner
 Tom Gedde

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Resolution R-90-26, adopted by the City Council on June 27, 1990, granted approval of transferring community television programming responsibilities from Group W Cable to member cities. The adoption of proposed Ordinance 0-90-10 is necessary to finalize this transfer.

ATTACHMENTS:

- (a) Tom Creighton's letter dated November 15, 1990
- (b) Copy of Resolution R-90-26
- (c) Copy of proposed wording for Ordinance 0-90-10
 Underlining indicates new language and deletions are crossed out.
 Existing language is consistent with our existing city code.
 This will be typed in Ordinance form following approval.

ACTION REQUESTED:

Adoption of Ordinance R-90-10



BERNICK AND LIFSON

A PROFESSIONAL ASSOCIATION

ATTORNEYS AT LAW

PARKDALE I, SUITE 200

5401 GAMBLE DRIVE

MINNEAPOLIS, MINNESOTA 55416

(612) 546-1200

FACSIMILE (612) 546-1003

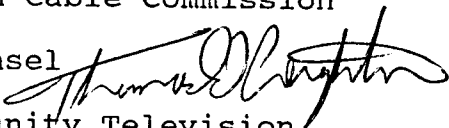
NEAL J. SHAPIRO
SAUL A. BERNICK
THOMAS D. CREIGHTON
JERRY STRAUSS
SCOTT A. LIFSON
PAUL J. QUAST
S. TODD RAPP
SUSAN DICKEL MINSBERG
THERESA M. KOWALSKI

*ALSO ADMITTED IN WISCONSIN
*ALSO CERTIFIED PUBLIC ACCOUNTANT
*REAL PROPERTY SPECIALIST
CERTIFIED BY
MINNESOTA STATE BAR ASSOCIATION

OF COUNSEL
ARTHUR J. GLASSMAN
ROBERT C. SIPKINS
PARALEGAL
EVA Z. CHAPMAN

MEMORANDUM

TO: Member Cities of North Suburban Cable Commission

FROM: Thomas D. Creighton, Legal Counsel 

RE: A Resolution Transferring Community Television Programming-Franchise Ordinance Amendments

DATE: 11/15/90

As you recall, in the past spring and summer, the North Suburban Cable Commission brought to each of your cities a proposed resolution transferring community television programming responsibilities from Group W Cable of the North Suburbs to each of the member cities. All of the member cities have approved the resolution. The Resolution adopted by your city in the summer of 1990 is not effective until the Commission and Company accept and execute Amendment Agreement No. 2 and the equipment repair and replacement list.

Amendment Agreement No. 2 contains amendments to the original proposal of Group W Cable (now Cable TV North Central) and amendments to the Cable Commissions Franchise Ordinances of each member city. While the Commission can adopt and execute the proposal amendments, only the member cities can amend their ordinances.

Please find enclosed the ordinance amendments which have been prepared and reviewed by the Cable Commission. These amendments are necessary to effect the "Resolution for the Transferring of Community Television Programming Responsibilities." Please review these amendments to your Cable Television Franchise Ordinance, put them in whatever form your city requires, and notify me of their adoption by your individual city. Please forward to me certified copies of the duly adopted ordinance amendments.

BERNICK AND LIFSON

A PROFESSIONAL ASSOCIATION

November 15, 1990

Page 2

The ordinance amendments are not effective until the Cable Commission and the company have agreed to the amendments to the original proposal of Cable TV North Central and all necessary equipment lists.

If you have any questions, please feel free to contact me.

Enclosures

cc: Directors, North
Suburban Cable Commission
w/enclosures
Kevin Griffin, Cable TV North
Central
w/enclosures

CITY OF FALCON HEIGHTSRESOLUTION NO. R-90-26

A RESOLUTION TRANSFERRING COMMUNITY TELEVISION
PROGRAMMING RESPONSIBILITIES FROM
GROUP W CABLE OF THE NORTH SUBURBS, INC., d/b/a
CABLE TV NORTH CENTRAL

WHEREAS, the Cable Communications Franchise Ordinances between Group W. Cable of the North Suburbs, Inc., d/b/a Cable TV North Central (hereinafter "Company") and the ten (10) Member Cities of the North Suburban Cable Commission (hereinafter "Commission"): Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony and Shoreview (hereinafter "Member Cities"), require the Company to provide and maintain certain cable television program facilities and equipment, provide certain community access and local origination bandwidth, provide certain cable programming staff, provide certain cable programming, and provide certain funding, as delineated in the Application For Cable Television Franchise dated October 1, 1981, as amended, and as required in the Franchise Ordinances such delineation and requirements to be more fully specified in Amendment Agreement No. 2, (hereinafter "community cable television programming"); and

WHEREAS, the Company has proposed divesting itself of all responsibility for providing the above-mentioned support for the community cable television programming; and

WHEREAS, the Commission at the direction of the Member Cities has investigated the possibility and ramifications of assuming responsibility for community cable television program-

ming within the geographic area of the ten (10) Member Cities' area, see map attached as Exhibit A made a part hereof; and

WHEREAS, the Commission at the direction of the Member Cities and the Company have negotiated mutually acceptable terms to effect the transfer of all of the community cable television programming requirements from the Company to the Member Cities and then to the Commission pursuant to the Amended Joint and Cooperative Agreement and as delineated below.

NOW, THEREFORE, BE IT RESOLVED that the City of Falcon Heights and Company agree to the following terms and conditions:

1. The Commission will assume all responsibility for community cable television programming within or for the geographic area of the ten (10) Member Cities of the Commission, Exhibit A.
2. The Company is relieved of all responsibility as more fully specified in Amendment Agreement No. 2 for providing community cable television programming within or for the geographic area of the ten (10) Member Cities of the Commission, Exhibit A, except for the maintenance, repair and technical performance of the cable and related active and passive electronics which carry the channels delineated in paragraph 5, excluding all equipment owned and operated by the Commission or its designee.
3. The Company shall transfer to the Commission title to and ownership of all equipment listed in Exhibit B, attached

hereto and made a part hereof. All equipment shall be operable and free and clear of any and all encumbrances.

4. The Commission shall have forty-five days prior to the effective date of this resolution to verify the presence in inventory of all equipment listed on Exhibit B and to verify its operational status. If the Commission determines that any piece of equipment or part thereof is inoperable or missing from inventory, the Commission shall notify Company in writing. The Company and Commission must agree to a list of equipment or part thereof, if any, which is inoperable or missing and both parties must agree in writing to a reasonable timetable for necessary repair or replacement. In the event both parties cannot agree as required above, this agreement shall not become effective until such time or in the event that both parties can agree as required above.
5. The Company shall make available for the term of the Franchise and any renewals thereof for noncommercial, as defined below, use by the Commission and its Member Cities those channels currently on the North Suburban Cable System and currently known as the Public Access Channel (now carried on Channel 33), the Government Access Channel (now carried on Channel 16), the Educational Access Channel (now carried on Channel 51), the Local Origination Access Channel (now carried on Channel 52), the Community Access Channel (now carried on Channel 62), the Religious Access Channel (now carried on Channel 63), the Higher Education Access

Channel (now carried on Channel 66), the Special Needs Access Channel (now carried on Channel 68), the Independent School District #621 Channel (now carried on Channel 67), the Independent School District #623 Channel (now carried on Channel 64), the Library Channel (now carried on Channel 53) and the Public Access Channel - Narrow Cast (now carried on Channel 69). The Company is still bound by Article III, Section 5 of the Franchise which requires that whenever any of the access channels required by state law is in use during 80 percent of the weekdays, for 80 percent of the time during any consecutive three hour period for six weeks running, and there is demand for use of an additional channel for the same purpose, the Company shall provide a newly designated access channel for the same purpose at no additional cost to the subscribers. The Commission and its Member Cities shall have complete and unrestricted access to the above-mentioned channels, however, the Company shall have full responsibility for the maintenance, repair, and technical performance of the cable and related active and passive electronics which carry said channels (excluding all equipment owned and operated by the Commission or its designee) for the term of the Franchise and any renewals thereof. The Company shall provide to the Commission and the Member Cities ninety (90) days written notice of any proposed access channel realignment, and both parties hereby reserve all rights available to them regarding such proposed

realignment. For the purpose of this agreement, "noncommercial" shall mean that the Commission and the Member Cities may sell and/or produce advertising on the Local Origination Access channel, now carried on Channel 52, provided however that none of the access channels listed above may be leased in whole or in part or otherwise made available for commercial use by third parties.

6. As of the effective date of this resolution, the Commission and the Member Cities shall allow the Company the exclusive use of two access channels now carried on 68 and 69. At anytime after six months from the effective date of this resolution, with no requirement for justification, and in the sole discretion of the Commission, the Commission may demand the return of up to two (2) channels to the Commission and the Member Cities. The Company must return the use of one or both of the two (2) channels, whichever is requested by the Commission, to the Commission and the Member Cities no later than one (1) year after written notice by the Commission to the Company or at the expiration or termination of any contract with a program supplier whose program is being cablecast on the channel(s) at the time of receipt of notice, whichever is earlier.
7. The Company shall pay on the effective date hereof to the Commission or its designee \$178,000. Upon Franchise renewal, the Company shall pay to the Commission or its designee \$50,000.00 annually due and payable on the first

business day of each year. The Company will be responsible for the 1989 \$75,000.00 payment as required by the Franchise. No subsequent annual \$75,000.00 payments as required by the Franchise shall be required from the Company so long as this Agreement is in effect.

8. In 1990, the Company shall pay the Commission or its designee \$450,000 in equal quarterly installments commencing the first business day of 1990 pro rated from the effective date of this Resolution for the remainder of 1990. Commencing the first business day of 1991, and on the first business day of each year thereafter, continuing to the end of the franchise term and any renewals thereof, the annual contribution paid quarterly shall be the previous year's total contribution, increased by the Consumer Price Index for Minneapolis-St. Paul for the year ending December 31 prior to the payment of the first business day of the year, as published by the U. S. Bureau of Labor Statistics or an escalator as described below, whichever is greater. Even though a pro rata payment is to be made in 1990, the "previous year's total contribution" for the purpose of escalation in 1991 shall be \$450,000, as if the entire amount had been paid in 1990. The escalator shall be five percent (5%) of the previous annual payment so long as the Company's gross revenue increase for the year ending December 31 before the payment of the first business day of the year was thirteen percent (13%) or less. If the

Company's gross revenue increase for the year ending December 31 before the payment of the first business day of the year was above thirteen percent (13%), the escalator will be five percent (5%) plus 1/10 of a percent for each one percent (1%) or part thereof increase of the gross revenue (e.g. 13.0001% increase would equate to a 5.1% escalator, 14.0001% increase would equate to a 5.2% escalator, etc.). At no time will the escalator under this formula exceed eight percent (8%). If the Consumer Price Index is being used because it is greater than the escalator, the annual payment will be increased by whatever the Consumer Price Index was. The five percent (5%) minimum annual escalator shall be applied in four (4) equal installments to each quarterly payment, with any additional escalator, if the C.P.I. is more than five percent (5%) or if the gross revenues increased in the previous year by more than thirteen (13%), being applied in two (2) equal installments to the third and fourth quarter payment.

9. The Company shall pay to the Commission or its designee a total of \$650,000.00 upon sale or transfer of the system serving the ten Member Cities or upon renewal of the Franchise whichever is sooner.
10. The Company shall sublease to the Commission or its designee the Local Origination and Access studios and associated office and supplementary space (as more fully set out in Exhibit C) located at 934 Woodhill Drive, Roseville,

Minnesota 55113, and previously known as Lake Owasso Elementary School (hereinafter "Owasso"). The sublease shall be on a year to year basis for the term of the Franchise, or any renewal thereof. The Commission's obligation shall be pursuant to the same terms and conditions of the Company's lease obligations to the School District including the same rental and property tax obligations pro rated per square foot leased to the Commission. Commission or its designee shall contract separately for utility services. Any rent and property tax paid to Company by Commission or its designee for this space shall not be considered Gross Revenue. If the landlord of Owasso Independent School District #623, releases the Company from its rent obligation for the square footage allocated to the Commission in Owasso, the Commission may negotiate its own lease with the landlord. If the Company chooses to terminate the sublease, the Company shall pay all reasonable expenses associated with the removal and relocation of the office, studio space, and cable system from Owasso to another comparable facility within the ten (10) city area. The Company shall be responsible for any rent property tax differential between that which was being paid by the Company at the Owasso site and the actual rental/property tax rate at the new location. If the Commission chooses to vacate the premises at Owasso, the Company shall connect the cable system to the new location within the ten (10) city

area, so long as the new location is within one mile of the Institutional and subscriber networks, and shall pay documented costs of up to \$15,000.00 for leasehold improvements and other miscellaneous expenses at the new location.

11. Effective on the effective date of this resolution, the Commission shall assume from the Company the Lease for the current Edgewood facility, located at 510 North Edgewood Drive, Moundsvew, Minnesota. The Company shall relocate the equipment now at the Edgewood facility to Irondale and shall pay all reasonable costs and expenses of removal of the equipment and setting it up at the facility at Irondale and relocating the cable system to the Irondale facility.
12. The Company shall provide and transfer to the ownership of the Commission the Master Control, including headend switchers and controllers, containing the equipment delineated in Exhibit B attached hereto and made a part hereof allowing for play-back on all channels delineated in paragraph 5, above. In any event, the ability to play-back on a 24-hour a day, every day, basis on all such channels shall be complete and unrestricted.
13. The Company shall reimburse the Commission for all documented attorney's fees not to exceed \$20,000 throughout the discussion and negotiation of the transfer of the community cable television programming function from June 1, 1989 until all issues to effect such transfer are complete.

14. The Company shall pay \$2,500 to place a logo designated by Commission on all vans, equipment, and Owasso entrance and internal signage.
15. The Company shall provide to the Commission at no cost, ad insertion time on the system of two (2), thirty (30) second ads per day, allocated through a system known as "run of schedule" which would provide that the ads be evenly rotated throughout time slots on all channels upon which the Company has ad avail space.
16. The Company will provide at no cost to the Commission, one black and white, single page, front-only unfolded, bill stuffer per fiscal year, provided the Commission may enhance this bill stuffer at its expense consistent with the Company's specifications for bill stuffers.
17. The terms and conditions of this Resolution shall not be changed without the mutual consent of the Company, the Commission, and the Member Cities.
18. As of the execution of this resolution by the Company and the Member Cities, the Commission/Member Cities acknowledge that the Company is in compliance with all issues and requirements of the Franchise Ordinances and the offering which were within the scope of review in the five (5) year performance review conducted by the Commission as more fully delineated in Exhibit D attached hereto, except for the Institutional Network which is the subject of separate review and action of the Company and Commission. It is

- understood that all ongoing and future obligations of the Franchise Ordinances remain effective unless otherwise waived by mutual consent of the Member Cities and the Company.
19. The Company, the Commission and its Member Cities hereby reserve all rights and duties afforded pursuant to the Cable Communications Policy Act of 1984, the Cable Communications Franchise Ordinance as amended, and applicable local, state and federal law, and nothing contained in this Agreement shall constitute a waiver of such rights and duties.
 20. Any violation of this resolution and/or the resulting Amendment Agreement #2 shall be a violation of each of the Franchise Ordinances of the ten (10) Member Cities, including any and all enforcement rights, remedies, and procedures therein.
 21. Should the Commission cease to exist, the obligations of the Company pursuant to this resolution shall be binding upon Company and go to the benefit of the Commission's legal successor, if any, or the ten (10) Member Cities pro rata in proportion to each city's Franchise Fee receipt for the year of the obligation.
 22. This Resolution shall be effective ninety (90) days after the approval of the last of the ten (10) Member Cities plus the Commission's and the Company's acceptance of Amendment Agreement #2, except Commission and Company may effect this resolution sooner by mutual consent. Both the Commission

and the Company must agree to and execute the equipment repair and replacement list, if any, required by paragraph 4 hereof and Amendment Agreement No. 2 before this Resolution shall become effective.

23. This resolution shall not be severable. A judicial determination as to the ineffectiveness of any provision herein may render the entire resolution null and void in the sole discretion of the Commission, or its legal successor, returning the Company's obligations to those levels required by the original Franchise Ordinances, as amended prior to the effective date of this resolution. In such event, the Commission shall return all equipment delineated in Exhibit B in an operable condition, or the Member Cities may relieve the Company of its obligation to provide such equipment, studios or services related to any such unavailable or inoperable equipment. As to any Franchise violations existing or alleged as of the execution of this resolution, any waivers or forgiveness thereof contained herein shall also become null and void, reinstating the Commission/Member Cities' rights to any remedies delineated in the Franchise Ordinances, as if this resolution had never been effective.
24. Pursuant to Section 613(a)(2), of the Cable Communications Act, the Commission/Member Cities hereby acknowledge that they do not hold an "ownership interest" in the cable system.

25. Upon the effective date hereof the Company may reduce the Performance Bonds now in place to one (1) Performance Bond in the amount of Fifty Thousand Dollars (\$50,000) naming all ten (10) Member Cities as Secured Parties and eligible drawers thereon. The Performance Bond shall be replenishable so that each time any one City draws thereon or makes a claim against such Bond, the Company shall immediately replenish the one Bond. It is further agreed that at any time, for the term of the Franchise Ordinance, or any renewal thereof, the Commission or any Member City in its sole discretion may require the amount of the one replenishable Performance Bond to be increased to an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000).

26. This Resolution was moved by Councilmember Wallin and seconded by Councilmember Gehrz.

The following Councilmembers voted in the affirmative:

Baldwin, Gehrz, Wallin

The following Councilmembers voted in the negative:

NONE Ciernia and Jacobs were absent

Adopted this 27th day of June, 1990.

CITY OF Falcon Heights

Dated: June 27, 1990

Tom Baldwin
Mayor

By Shirley S. Clemens
City Clerk

We have reviewed the terms and conditions of this Resolution and by our signature below agree to all said terms and conditions.

Dated: 5/9/90

CABLE TV NORTH CENTRAL

By J. Eddy

By _____

Amendments to
The Cable Communications
Franchise Ordinance
For The City
Of

Falcon Heights, Minnesota

Prepared By:
Thomas D. Creighton
Bernick & Lifson
5401 Gamble Drive
Parkdale 1, Suite 200
St. Louis Park, MN 55426
(612) 546-1200

ARTICLE I. SECTION 2.0.

"Offering of Grantee" or "Offering" means that certain document dated October 1, 1981, entitled "Application for Cable Television Franchise" and signed by Grantee, which document is on file with the City Clerk, and any amendments thereto which are mutually acceptable to Grantee and City.

ARTICLE II. SECTION 8.

All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of Grantee or City's Administrator of this Franchise or 48 hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to which notice is being given, as follows:

If to City: City of Falcon Heights
 City Hall
 2077 West Larpenteur Ave.
 Falcon Heights, MN 55113

If to Grantee: Cable TV North Central
 ~~3725-Dunlap-Avenue-North~~
 934 Woodhill Drive
 ~~Arden-Hills, Minnesota--55113~~
 Roseville, MN 55113
 Attn: System Manager

~~With-Copy-to:~~ ~~Group-W.-Cable,-Inc.~~
 ~~888-Seventh-Avenue~~
 ~~New-York,-New-York--10106~~
 ~~Attn:--Vice-President-&-General-Counsel~~

Such addresses may be changed by either party upon notice to the other party given as provided in this Section.

ARTICLE III. SECTION 1.A.

SECTION 1. CHANNEL CAPACITY - SUBSCRIBER NETWORK

- A. The System shall be capable of providing at least 59 downstream channels, four fully activated upstream channels and a full-video information retrieval channel. The System shall provide access to information data bases with the capacity as detailed in the Offering.
- B. The System shall provide three tiers of subscriber service. Tier 1 shall be a 22 video channel universal service tier. Tier 2 shall be a 59 video channel Basic Service. Tier 3 shall be a 59 channel interactive service tier.

ARTICLE III. SECTION 3.

SECTION 3. TWO-WAY CAPACITY [Amendment Agreement No. 1
already adopted]

Grantee shall initially activate and thereafter maintain a two-way capable System (audio, video and data impulse). Grantee shall fully activate four upstream channels at the time of System activation. This will include fully interactive service capability supported by addressable, state-of-the-art equipment.

ARTICLE III. SECTION 4.

SECTION 4. FACILITIES

The Grantee shall construct, maintain and continue to provide all facilities and equipment set forth in the Offering including, but not limited to, the headend, hubs, distribution system, ~~studios, equipment~~ and other facilities. Grantee's plan, as set forth in the Offering, for implementing the construction, utilization, System performance, and maintenance of these facilities, including its plans for accomodating future growth and changing needs and desires, shall be fully and timely performed.

ARTICLE III. SECTION 5.

SECTION 5. SPECIAL CHANNEL AND ACCESS REQUIREMENTS

- A. Grantee will carry broadcast stations in accordance with FCC rules as from time to time revised.
- ~~B. The Government access channel shall be dedicated as an emergency override channel operated by City.~~
- ~~E-B.~~ B. Grantee will provide an audio/video emergency alert override system that will permit the interruption by designated City officials of all audio (including FM) and video programming instructing citizens where to switch ~~to the Government access channel~~ for emergency announcements.
- ~~B-C.~~ B-C. Grantee shall provide at least thirteen (13) channels for access use for the following uses: two (2) public access, an educational access, a government access, one (1) leased access, a local origination access, a religious access, a ~~senior citizens, women's, and~~ special needs access, a library access, a higher education, a community private school access, and two (2) public school district access channels (hereinafter "access channels"). All residential subscribers who receive all or any part of the total services offered on the System shall also receive all of said thirteen (13) access channels at no additional charge. All channels shall be activated upon System activation and thereafter maintained. ~~Grantee shall establish rules and regulations prior to System activation for the use of access channels which shall be approved by City before~~

implementation and thereafter shall not be altered or amended without approval of City. In preparing such rules:

- (1) Grantee shall provide an equal opportunity for use of access services.
- (2) Grantee will consider and use its best effort to implement needs assessments prepared by City.
- (3) The hours of operation of the access studios shall be established by mutual agreement of City or its designee and Grantee. Should such agreement not be reached, the hours of operation shall be, at a minimum: Monday through Friday, 8:00 a.m. until 9:00 p.m.; Saturday, 8:00 a.m. until 6:00 p.m.; and Sunday 12:00 p.m. until 6:00 p.m.

D. Grantee will comply, at a minimum, with the requirements of City and the Board now or hereafter adopted or determined by Board regarding access channels. Such requirements of the City are hereby made a part of this ordinance and include the following:

- (1) Grantee shall, to the extent of the System's available channel capacity, provide to each of its subscribers who receive all or any part of the total services offered on the System, reception on at least one specially designated noncommercial public access channel available for use by the general public on a first come, nondiscriminatory basis; at least one specially designated access channel for use by local

~~educational authorities; at least one specially designated access channel for local government use; and at least one specially designated access channel available for least on a first come, nondiscriminatory basis by commercial and noncommercial users. (The preceding hereinafter referred to as the "access channels").~~ Subscribers receiving only alarm system services or only data transmission services for computer operated functions shall be exempt from this requirement.

D. The City and its designee shall have complete and unrestricted access to the access channels, however, the Grantee shall have full responsibility for the maintenance, repair, and technical performance of the cable and related active and passive electronics which carry said access channels (excluding all equipment owned and operated by the City or the North Suburban Cable Communications Commission). The VHF spectrum shall be used for at least one of the specially designated noncommercial public access channels required unless specifically waived by City or its designee. No charges shall be made for channel time or playback of prerecorded programming on access channels except the leased access channel which shall remain in the exclusive control of Grantee. ~~Any fees for use of public access channels shall be consistent with the goal of affording the public a low cost means of television access. Access facilities, equipment and/or channel time will be made available to the~~

~~general public, any group or individual resident in City for the production and/or cablecasting of noncommercial programming free of charge on a first come, nondiscriminatory basis.~~

E. (2) Whenever any of the access channels is in use during 80 percent of the weekdays (Monday-Friday), for 80 percent of the time during any consecutive three hour period for six weeks running, and there is demand for use of an additional channel for the same purpose, Grantee shall then have six months in which to provide a new specially designated access channel for the same purpose at no additional cost to subscribers.

~~(c) The rules and regulations established by the Grantee and approved by City governing the access channels shall be filed with the Board within 90 days after any such channels are put into use.~~

~~(d) Subscribers receiving programs on one or more special service channels without also receiving the regular subscriber services may receive only one specially designated composite access channel composed of the programming on access channels. -- This composite channel shall not include programming from the leased access channel. -- Subscribers receiving only alarm system services or only data transmission services~~

~~for computer-operated functions shall not be included in this requirement.~~

(5) ~~The Grantee shall comply, at a minimum, with the requirements of City and Board, nor or hereafter adopted by City or Board regarding public use of its equipment, including but not limited to the following:~~

(a) ~~Grantee shall make readily available for public use at least minimal equipment as stated in Offering necessary for the production of programming and playback of prerecorded programs for the specially designated non-commercial public access channel.--Grantee shall also make readily available upon need being shown, the minimum equipment as stated in Offering necessary to make it possible to record programs at remote locations with battery-operated portable equipment.~~

(b) ~~Need within the meaning of this paragraph shall be determined by subscriber petition.-- Said petitions must contain the signatures of at least 10 percent of the subscribers of System, but in no case more than 500 nor fewer than 100 signatures.~~

ARTICLE III. SECTION 8.

SECTION 8. INTERCONNECTION

The System servicing the Cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, St. Anthony, and Shoreview shall be completely interconnected. Grantee will comply with all present and future laws ~~rules, regulations and orders of the Board~~ regarding interconnection of systems, and will cooperate with any agencies or utilities involved with interconnection. At such times as interconnection is required, Grantee shall accomplish this without additional charge to subscribers. System shall be initially constructed so that other systems now or hereafter constructed in any area adjacent to System or within the metropolitan area (if technologically feasible) may be interconnected with System upon request of City and agreement with other System's Grantor and Cable Company. If Grantee owns geographically contiguous systems they shall be interconnected with System upon request of City in all situations and to such extent such interconnection is technically and economically feasible. Grantee shall interconnect channels designated by City with channels of other systems in all cases in which other system(s) indicate in writing a desire to provide an adequate share of facilities and budget for such interconnection. In any event, both parties to this agreement desire interconnection of the system to the greatest extent of technical and economic feasibility.

ARTICLE III. SECTION 10.

SECTION 10. REGIONAL CHANNEL

The standard VHF Channel 6 is hereby designated for uniform regional channel usage. ~~However, until the regional channel becomes operational, Grantee may utilize the standard VHF Channel 6 as it deems appropriate.~~ Use of time on the regional channel shall be made available without charge.

~~#3~~
C-13

ARTICLE V. SECTION 3.B. [Amendment Agreement 1, already adopted]

SECTION 3. CONSTRUCTION TIMETABLE

B. Within ninety (90) days after obtaining all necessary permits, licenses, certificates and authorizations, Grantee shall give written notice thereof to City and commence construction and installation of System. Grantee shall have constructed all areas of the initial service area which contain dwelling units on or before November 12, 1984 so that persons along the route of the energized cable will have individual "drops" as desired during the same period of time.

ARTICLE VI. SECTION 4.E.(4)

- (4) Topics which may be discussed at any evaluation session may include, but not be limited to, service rate structures; franchise fee; penalties; free or discounted services; application of new technologies; system performance; service provided; programming offered; ~~community-access;~~ ~~local-origination;~~ customer complaints; privacy; amendments to this Franchise; judicial,--Beard and FCC rulings; line extension policies; and Grantee or City Rules.

ARTICLE VI. SECTION 5.B.

SECTION 5. FRANCHISE RENEWAL

B. Grantee may be approved, and this Franchise or modification to it may be renewed, by City in accordance with then existing rules of the FCC, the ~~Board~~ State of Minnesota, the City and all other applicable laws, ordinances, rules or regulations.

ARTICLE VIII. SECTION 4.C.(7)

- (7) For failure to provide the services Grantee has proposed, including but not limited to the implementation and the utilization of the access channels ~~and the making available for use of the equipment and other facilities,~~ and compliance with the Resolution Transferring Community Programming Responsibilities From Group W Cable of the North Suburbs, Inc., d/b/a Cable TV North Central and Amendment Agreement No. 2, the penalty shall be Five Hundred Dollars (\$500.00) per day for each day, or part thereof, such failure occurs or continues.

ARTICLE VIII. SECTION 5.A.

SECTION 5. BONDS

A. At the commencement of this Franchise, and at all times thereafter until Grantee has liquidated all of its obligations with City, Grantee shall maintain with City a bond in the ~~total~~ sum of ~~Five-Hundred~~ Fifty Thousand Dollars (\$500,000.00) (\$50,000.00) (which shall be replenishable and increased to Two-Hundred Fifty Thousand (\$250,000.00) in the sole discretion of City) in such form and with such sureties as shall be acceptable to City, conditioned upon the faithful performance by Grantee of this Franchise and the acceptance hereof given by Grantee and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation, there shall be recoverable jointly and severally from the principal and surety of the bond, any damages or losses suffered by City as a result, including the full amount of any compensation, indemnification or cost of removal of any property of Grantee, including a reasonable allowance for attorneys' fees and costs (with interest at two percent (2%) in excess of the then Prime Rate), up to the full amount of the bond, and which bond shall further guarantee payment by Grantee of all claims and liens against City or any public property, and taxes due to City, which arise by reason of the construcion, operation, maintenance or use of the System.

ARTICLE IX. SECTION 1.B.(2)(d)

(d) ~~If Board approves of the action of City, the Franchise shall terminate immediately. If Board disapproves of the action of City, the Franchise shall remain in full force and effect for the full term hereof unless sooner terminated in accordance with the provisions hereof, or applicable law or rules of Board.~~

ARTICLE IX. SECTION 1.B.(2)(d)

~~(d) If Board aproves of the action of City, the Franchise shall terminate immediately. If Board disapproves of the action of City, the Franchise shall remain in full force and effect for the full term hereof unless sooner terminated in accordance with the provisions hereof, or applicable law or rules of Board.~~

ARTICLE XIV. SECTION 2.C.

C. The Offering shall be permanently kept and filed in the Office of the City Clerk and the originals or reproductions thereof shall be available for inspection by the public during normal business hours. Also, ~~the Grantee may summarize the Offering in a manner acceptable to City or reproduce the entire Offering, and shall have either at the following locations in the following quantities:~~

- ~~(1) Office of the City Clerk --- 1 copy;~~
- ~~(2) Administrator designated in this Franchise --- 1 copy;~~
- ~~(3) Public libraries --- 1 copy each;~~
- ~~(4) Office of the City Attorney -- 1 copy;~~
- ~~(5) Ramsey and Hennepin County Law Libraries --- 1 copy each;~~
- ~~(6) Local office of Grantee --- 1 copy;~~
- ~~(7) Office of any School District in City --- 1 copy;~~
- ~~(8) Minnesota Cable Communications Board.~~

Consent _____

Agenda Item: F-4

Policy X

CITY OF FALCON HEIGHTS

Meeting Date: 12/12/90

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

SCHEDULE COUNCIL WORKSHOP TO DISCUSS FUNDING OPTIONS FOR FALCON HEIGHTS/ROSEVILLE JOINT COOPERATION

SUBMITTED BY: Shirley Chenoweth

REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

At the November 28, 1990 Council meeting, Council agreed it would be advisable to hold a Council Workshop prior to the Joint Workshop with the Roseville Council on January 7, 1991. Since this is the last Council meeting in 1990, the workshop should be scheduled at this time in order to accommodate a meeting prior to the January 7 date.

ACTION REQUESTED:

Schedule Workshop

Jan *MC*

CITY OF FALCON HEIGHTS
CITY COUNCIL AND SOLID WASTE COMMISSION
JOINT WORKSHOP

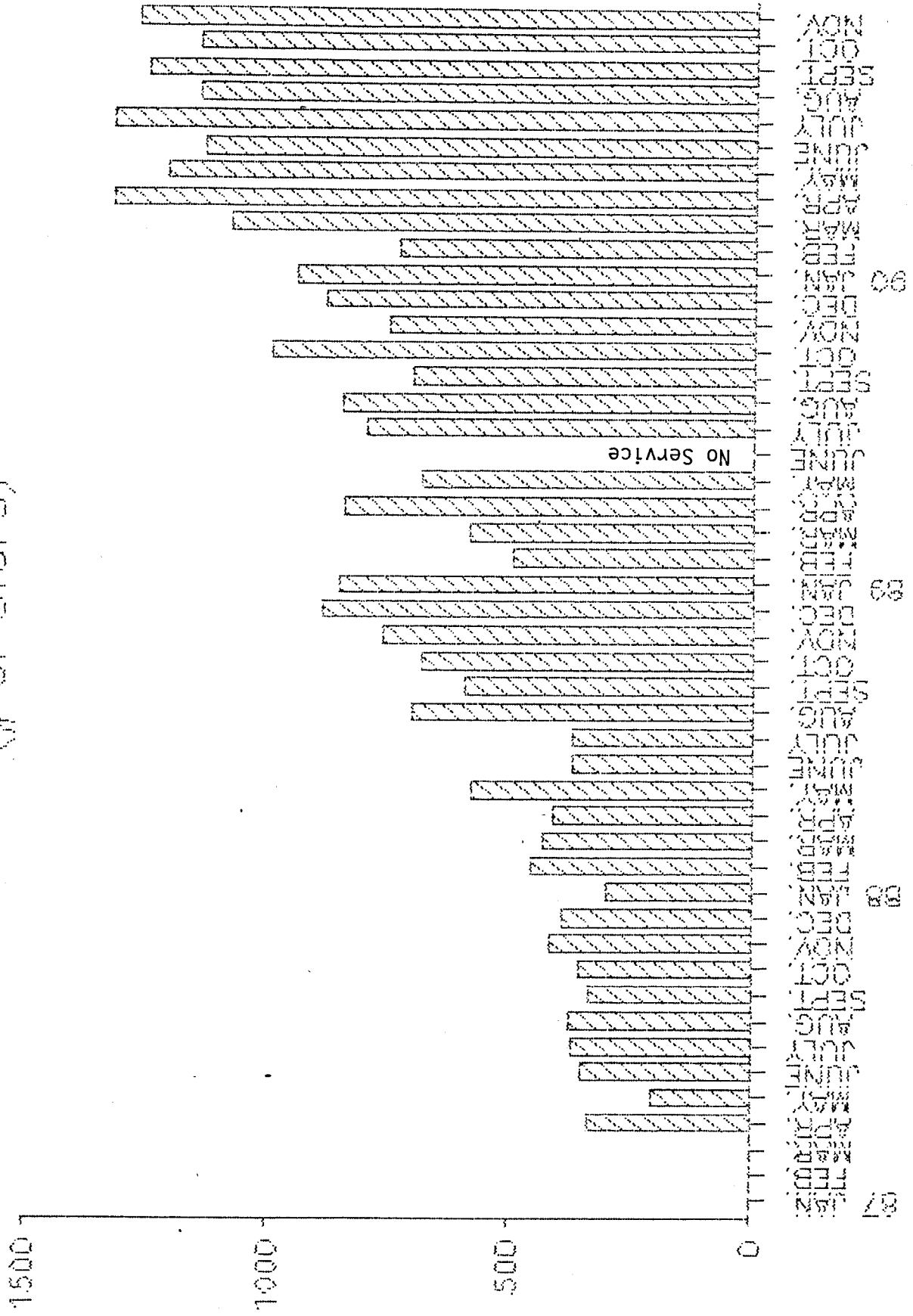
December 12, 1990

DISCUSSION ITEMS

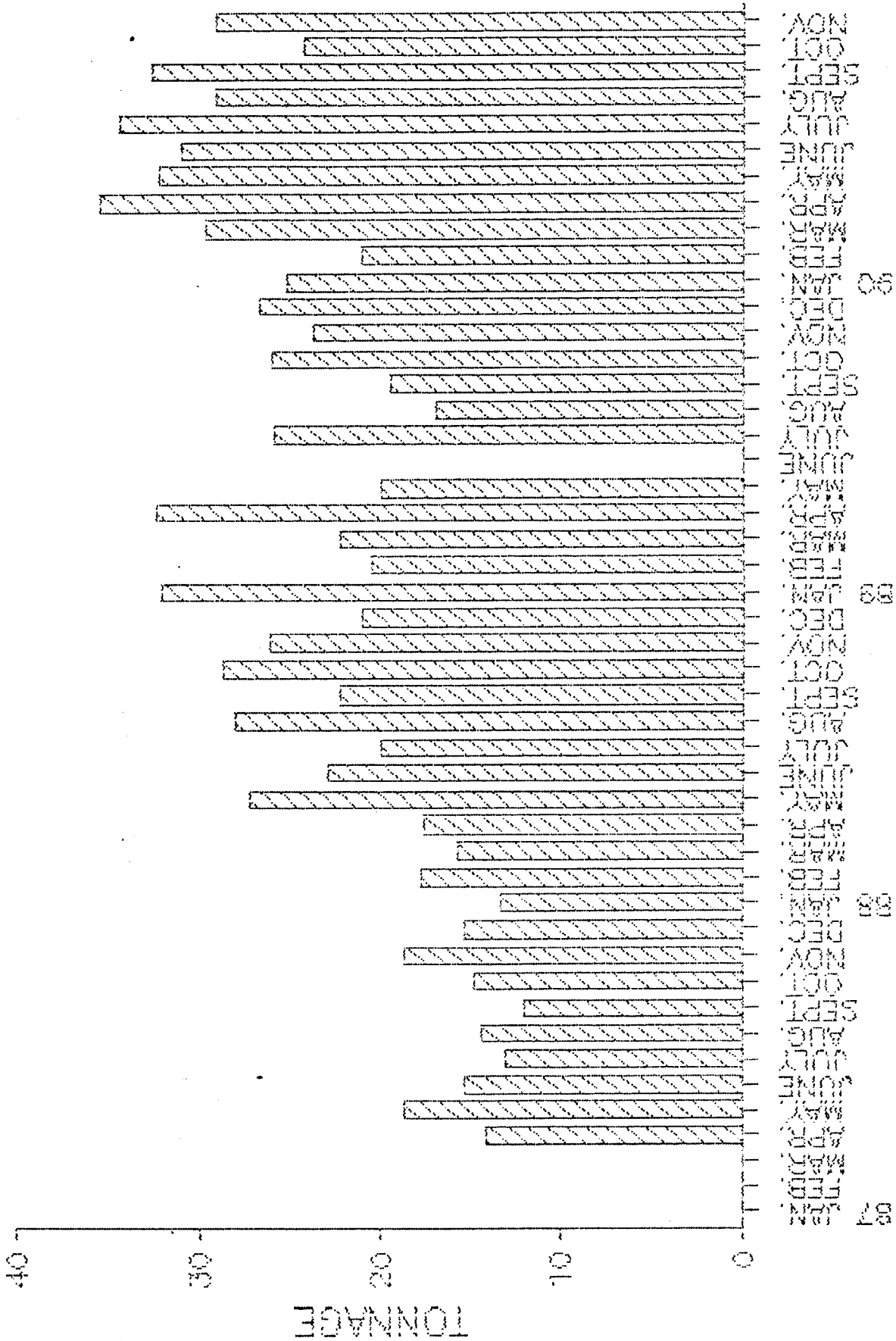
1. Recycling Update - Progress on Goals and Participation
2. Ideas for Encouraging Use of Recyclables and Recycling -
Brainstorming
3. Commercial Recycling
4. Mandatory Recycling
5. Integrated and/or Organized Collection Options
6. Grants for Special Projects

CURBSIDE PARTICIPATION

(# OF STOPS)



RECYCLING TONNAGE SINGLE FAMILY AND MULTI-UNIT



Multi-units include 1666 Coffman, Commonwealth Terrace, and as of October, 1990, Larpenteur Manor 1710-20-30-40 Larpenteur and Falcon Arms, 1687, 1697, 1707 Fry
 October and November tonnage for Commonwealth Terrace not yet available.

RATE COMPARISONORGANIZED COLLECTION RATES/AVERAGE RATES IN FALCON HEIGHTSMONTHLY CHARGESLittle Canada

30 gal \$10.22 + \$1.94 recycling = \$12.16
 60 gal 12.02 + 1.94 recycling = 13.96
 90 gal 13.38 + 1.94 recycling = 15.32
 Over 90 17.00 + 1.94 recycling = 18.94

White Bear Lake*

30 gal \$ 8.91
 (seniors)
 30 gal 11.25
 60 gal 12.97
 90 gal 15.39

* Fee includes recycling & yard waste collection. Fifty percent of revenue from sale of recyclables comes back to the city - approximately \$1,500/month

Falcon Heights (Open Hauling)

Based on average residential haulers charges

30 gal \$13.50 + \$1.53 recycling = \$15.03
 60 gal 16.00 + 1.53 recycling = 17.53
 90 gal 19.00 + 1.53 recycling = 20.53

Some have a \$1.00 senior discount

North St. Paul**

1 30 gal can \$ 8.85
 3 30 gal cans 12.69
 5 30 gal cans 17.41

**Fee includes recycling