

CITY OF FALCON HEIGHTS  
CITY COUNCIL MEETING AGENDA  
SEPTEMBER 27, 1989

A. CALL TO ORDER 7:00 P.M.

B. ROLL CALL: WALLIN \_\_\_\_\_ BUSH \_\_\_\_\_ CIERNIA \_\_\_\_\_ BALDWIN \_\_\_\_\_  
CHENOWETH \_\_\_\_\_ WIESSNER \_\_\_\_\_ S. CHENOWETH \_\_\_\_\_ ATTORNEY \_\_\_\_\_  
ENGINEER \_\_\_\_\_

C. APPROVAL OF MINUTES OF SEPTEMBER 13, 1989

ACTION: \_\_\_\_\_

D. PUBLIC HEARING

1. 7:30 P.M. - DELINQUENT UTILITY CHARGES HEARING

ACTION: \_\_\_\_\_

E. CONSENT AGENDA

1. Disbursements
  - a. Disbursements through 9/27/89, \$52,382.35
  - b. Payroll, 9/1/89 - 9/15/89, \$11,098.57
2. Cancellation of Check #22713
3. Commission Minutes
4. Licenses

ACTION: \_\_\_\_\_

F. REPORTS, REQUESTS AND RECOMMENDATIONS:

1. Fire Department Fund Raising Discussion

ACTION: \_\_\_\_\_

2. Smoking Policy

ACTION: \_\_\_\_\_

3. 1990 Lauderdale Fire Protection/Presentation Contract

ACTION: \_\_\_\_\_

4. State Fair Parking

ACTION: \_\_\_\_\_

5. Proposed Recycling Contract with Supercycle, Inc.

ACTION: \_\_\_\_\_

6. Stratford Professional Office Park Assessment Agreement

ACTION: \_\_\_\_\_

7. Agreement with Roseville Area Schools Regarding Playground

ACTION: \_\_\_\_\_

AGENDA  
CITY COUNCIL MEETING  
SEPTEMBER 27, 1989  
PAGE 2

G. ANNOUNCEMENTS AND UPDATES

H. ADJOURNMENT:

ACTION: \_\_\_\_\_

ADDENDUM TO SEPTEMBER 27, 1989 COUNCIL AGENDA

Addition to Consent Agenda Item E(4)

Blacktop Maintenance Co. #370  
881 East County Road E  
Vadnais Heights, MN 55127

Vasko Rubbish Removal #368 NEW  
920 Atlantic Street  
St. Paul, MN 55109

MINUTES  
REGULAR CITY COUNCIL MEETING  
SEPTEMBER 13, 1989

Baldwin convened the meeting at 7:10 P.M.

ALL MEMBERS PRESENT

Baldwin, Bush, P. Chenoweth, Ciernia, and Wallin. Also present were Gedde, Maurer, Wiessner and S. Chenoweth.

ADDENDUM TO CONSENT AGENDA

Item E (6), Planning Commission Minutes of September 11, 1989, was added to the Consent Agenda.

MINUTES OF AUGUST 30, 1989 APPROVED

The Minutes of August 30, 1989 were approved by unanimous consent.

CONSENT AGENDA APPROVED

Council approved the following Consent Agenda:

1. Disbursements:
  - a. Disbursements through 9/13/89, \$57,877.86
  - b. Payroll 8/16/89 - 8/31/89, \$9,984.85
2. Solid Waste Commission Minutes of August 3, 1989
3. Licenses, Northeast Sheet Metal, #367, and Cronstroms Heating and Air Conditioning, #369
4. Appointment of Gwen Willems, 1880 Tatum, to Human Rights Commission, Term to Expire 12/31/89
5. Cancellation of Checks #22679 and #22641
6. Planning Commission Minutes of August 30, 1989

DISCUSSION OF LAW ENFORCEMENT PROPOSALS FROM RAMSEY COUNTY SHERIFF'S DEPARTMENT AND CITY OF ROSEVILLE

Council discussed the law enforcement proposals presented by the the Ramsey County Sheriff's Department and the Roseville Police Department at a workshop preceding the Council Meeting. The discussion was interrupted to open the public hearing scheduled for 7:30 P.M.

7:30 P.M. - PUBLIC HEARING ON PROPOSED IMPROVEMENTS OF HAMLINE AVENUE, LARPENTEUR TO ROSELAWN

Baldwin opened the public hearing, noted the Affidavits of Publication and Mailing, and outlined the hearing process. Maurer then presented the improvement plan and explained the estimated costs and proposed assessments.

BILL SOUKOUP, 1763 HAMLINE, asked what the new traffic count numbers indicated to which Maurer replied they were slightly higher. Soukoup then addressed the following concerns: 1) the need to repair the Gottfried Pit with this project as he felt it was an optional issue, 2) the need for the sidewalk and suggested it be placed on the Roseville side, 3) questioned

whether or not property owners would be assessed for the Gottfried Pit and sidewalk projects. Maurer replied that they will be utilizing materials out of the pit to replace soils on Hamline, that the lift station at the Pit is presently unsafe, and it is more economical to include the project in the large street improvement project than to do it separately at a later date. Baldwin informed Mr. Soukoup that there are no plans to assess for the pit improvement or for the pathway as it is part of the City's pathway network.

Fenita Foley, 1905 Hamline, inquired about the environmental study results. Maurer replied that the environmental worksheet has been submitted to the County for review, and when the project enters into the final design it will then be determined whether or not an environmental impact study is necessary. Ms. Foley also inquired about the width of the boulevard and Maurer explained that the County has agreed to a 4 foot boulevard with deviations to 6 feet in Roseville and would probably be agreeable to the same in Falcon Heights. Ms. Foley stated she felt hopeless because she did not think her voice was being heard by the Council. Baldwin explained that Council also feels hopeless at times, but that the County owns the land, and that the Falcon Heights Council is not the only governmental body in control of the street. He also stressed that the Council did get some changes made in the project.

TERRY SOUKOUP, 1763 HAMLIN, questioned the cost listed on the hearing notice, \$370,000 when Maurer has presented an amount of \$99,078. Maurer explained that the \$370,000 was based on 1/4 (the area within Falcon Heights) of the entire \$1,500,000 project but the city will be billed for approximately \$100,000 as its share.

There being no others wishing to be heard, Baldwin closed the hearing at 8:10 P.M.

Following a brief discussion, Council directed Maurer to request that Ramsey County narrow the boulevard to 4 feet.

#### APPROVAL OF PROPOSED FIRE DEPARTMENT FUND RAISER

Fire Chief Lindig requested that Council approve the Department's plan to hold a fund raiser at the Roseville Knights of Columbus Hall on November 18, 1989 and stressed that the funds raised would be used for equipment. Following a brief discussion, P. Chenoweth moved approval of the fund raiser in the name of the Falcon Heights Fire Department with such funds to be used for equipment. Motion carried unanimously.

#### FUNDING FOR NEW COPIER APPROVED

Council reviewed and discussed Accountant Tom Kelly's memo dated September 13, 1989, documenting the need for a new copier for the City Office, after which Ciernia moved authorization of an expenditure of up to \$8,000 for a new copier. Motion carried unanimously.

PROPOSED ORDINANCE AMENDING SECTION 9-14.02 OF THE CODE RELATING  
TO SWIMMING POOLS DEFERRED TO 9/27/89 MEETING

Wallin explained the Planning Commission unanimously recommended adoption of the ordinance following the Public Hearing held September 11, 1989. Council reviewed the proposed ordinance, questioned the 5 foot, non-climbable fence requirement and concurred a four foot construction fence would not be necessary for above ground pools (which must be filled with water during construction) if the walls of the pool are at least 4 feet above grade. Wallin felt that if a perimeter fence is already in place, there should be no need to construct a second fence around the pool. Staff was directed to check for State standards regarding pool fencing and make the recommended changes for further discussion at the September 27th meeting.

PLANNER'S REPORT ON LIGHT RAIL TRANSIT NOTED

Council briefly discussed the memorandum dated August 28, 1989, submitted by Susan Hoyt-Taff, regarding the Light Rail Transit Plan for Ramsey County

POLICING DISCUSSION RESUMED - CITY TO NEGOTIATE CONTRACT WITH  
ROSEVILLE POLICE DEPARTMENT

Some concern was expressed regarding terminating the long standing relationship with the Sheriff's Department; however, Council felt that a contract with Roseville might be more of a long range control on costs and that the Roseville proposal should be investigated. Wiessner was directed to negotiate a contract with the City of Roseville with the understanding that residents of both Falcon Heights and Roseville will receive the same service at the same per capita cost.

ADJOURNMENT

The meeting was adjourned at 9:27 P.M.

---

Tom Baldwin, Mayor

ATTEST:

---

Shirley Chenoweth, City Clerk

**CITY OF FALCON HEIGHTS**  
PUBLIC HEARING  
7:30 P.M.

Meeting Date: 9/27/89

**ITEM DESCRIPTION:**

DELINQUENT UTILITY CHARGES HEARING

**SUBMITTED BY:**

Tom Kelly

**REVIEWED BY:**

**EXPLANATION/SUMMARY (attach additional sheets as necessary):**

See attached assessment roll.

All attached properties are at least two months late (due July 31st) and all have received two notices (2nd quarter bill and public hearing notice). Property owners have until October 10 to pay the delinquent charges without it being placed on their tax statement.

**ACTION REQUESTED:**

  
\_\_\_\_\_

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

Date September 27, 1989

A RESOLUTION RELATING TO LEVYING SPECIAL ASSESSMENTS  
FOR DELINQUENT SEWER CHARGES

Resolved, that

1. It is hereby determined that there are delinquent sewer charges against the properties hereinafter set forth, in the amounts set forth opposite the description of such properties;
2. A special assessment in the amount hereinafter set forth is hereby levied against each of such tracts, with an interest rate of eight percent annually, respectively;
3. A total amount of such special assessment, in each case, shall be payable with the 1989 real estate taxes due and payable during 1990;
4. The Clerk shall forthwith transmit a certified copy of the assessment to the County Auditor to be extended on the proper tax lists of the County and such assessment shall be collected and paid over into the same manner as other municipal taxes;
5. Tracts of land and the amount of such special assessments are as follows: (see attached)
6. The Delinquent Sewer assessment roll total is \$3,735.13.

Moved by \_\_\_\_\_

Approved by \_\_\_\_\_

Mayor

September 27, 1989

Date

YEAS                      Nays

BALDWIN	
CIERNIA	_____ in Favor
CHENOWETH	
WALLIN	_____ Against
BUSH	

Attested by \_\_\_\_\_

City Clerk

September 27, 1989

Date

Adopted by Council September 27, 1989



UNPAID SEWER CHARGES FOR ASSESSMENTS AS OF 9/21/89

AMOUNT	NAME AND ADDRESS	PROPERTY DESCRIPTION
\$58.32	Ivy Johnson 1701 Albert Street Falcon Heights, MN 55113	15-29-23-34-0060 Sub. to Albert St. The So. 63' of N. 1113 ft E 166.3 ft. W 1/2 of SE 1/4 of SW 1/4
\$27.77	Gordon Traux 1776 Albert Street Falcon Heights, MN 55113	15-29-23-34-0040 S 52 50/100 ft of W 1/2 of Lot 1, Larpenteur Villas
\$128.90	OKsana Yonan 1892 Albert Street Falcon Heights, MN 55113	15-29-23-31-0022 Lot 3, Block 1, Klatts Addition
\$128.90	Charles Larson 1725 Arona Street Falcon Heights, MN 55113	15-29-23-33-0072 Lot 14, Block 6, Falcon Heights Addn.
\$128.90	Eric Jorve 1864 Arona Street Falcon Heights, MN 55113	15-29-23-32-0097 W. 1/2 of Vac. Alley adj. of Lot 20 Block 2, Falcon Heights Addition
\$30.55	David Black 1887 Arona Street Falcon Heights, MN 55113	15-29-23-32-0032 Lot 5, Block 2, Juhl's Roselawn Addition
\$128.90	Albert Kolmer 1732 Asbury Street Falcon Heights, MN 55113	15-29-23-33-0077 W. 1/2 of Vac. Alley adj & Fol. S. 2 ft of Lot 20 and all of lot 19, Block 6, Falcon Heights Addition
\$27.77	Douglas Nyman 1790 Asbury Street Falcon Heights, MN 55113	15-29-23-33-0086 Lot 28, Block 6, Falcon Heights Addition
\$128.90	Howard Smeby 1801 Asbury Falcon Heights, MN 55113	15-29-23-33-0089 Lot 1, Block 2, Kellers Falcon Heights
\$58.32	Thomas Dashiell 1861 Asbury Street Falcon Heights, MN 55113	15-29-23-32-0048 Lot 1, Block 1, Kellers Falcon Heights
\$128.90	Wilbur Rogers 1947 Autumn Street Falcon Heights, MN 55113	16-29-23-32-0008 Lot 10, Block 1, Falcon Woods
\$128.90	Jack Fisher 1396 California Avenue Falcon Heights, MN 55108	22-29-23-21-0078 Lot 11, Block 4, Northome

AMOUNT	NAME AND ADDRESS	PROPERTY DESCRIPTION
\$27.77	Donna Trethewey 1437 California Falcon Heights, MN 55108	22-29-23-21-0037 Lot 17, Block 2, Northome
\$128.90	Edward Sainoski 1507 West California Falcon Heights, MN 55108	22-29-23-22-0009 Ely 50 ft of Lot 1, Block 13, Northome 3rd Addition
\$27.77	Collin McAllister 1513 California Avenue Falcon Heights, MN 55108	22-29-23-22-0008 Ex. Ely 50 ft. of Lot 1, Block 13, Northome 3rd Addition
\$27.77	Wolfgang Taraba 2160 Folwell Avenue Falcon Heights, MN 55113	20-29-23-11-0019 Lot 4, Block 2, Adutior's Sub. #90
\$128.90	Bill Johnson 1615 Garden Avenue Falcon Heights, MN 55113	16-29-23-41-0018 Lot 6, Block 1, Maple Knoll Addn.
\$27.77	Ian Bain 1626 Garden Avenue Falcon Heights, MN 55113	16-29-23-41-0025 Lot 4, Block 2, Maple Knoll Addn.
\$31.47	W.W. Rooke 1771 Hamline Avenue Falcon Heights, MN 55113	15-29-23-34-0007 N 1/2 of lot 2, Larpenteur Villas
\$62.39	Robert Westlund 1781 Hamline Avenue Falcon Heights, MN 55113	15-29-23-34-0004 N 52 5/10 ft of S 157 5/10 ft of E 1/2 of Lot 1,, Larpenteur Villas
\$128.90	Cynthia Koecher 1625 Hollywood Court Falcon Heights, MN 55108	21-29-23-11-0011 E 17 ft of Lot 12 and all of lot 11 Block 21, Crossroads Court
\$169.56	Ernest Kutzik 1910 Holton Street Falcon Heights, MN 55113	15-29-23-31-0042 Lob 2, Block 15, Midway Plains
\$35.26	Lawrence Jorissen 1419 Hoyt Avenue Falcon Heights, MN 55108	22-29-23-21-0157 W 30 ft of Lot 27 and all of Lot 26 Block 7, Cables Hamline Heights Addn.
\$27.77	Joseph Neglia 1463 Hoyt Avenue Falcon Heights, MN 55108	22-29-23-22-0132 Lot 12, Block 7, Northome 2nd Addn.
\$128.90	Owner/Occupant 1341 West Idaho Avenue Falcon Heights, MN 55108	22-29-23-21-0089 Lot 22, Block 4, Northome
\$27.77	Michael Dickerman 1412 Idaho Avenue Falcon Heights, MN 55108	22-29-23-21-0115 Lot 3, Block 6, Northome
\$30.55	William Mosier 1464 West Idaho Falcon Heights, MN 55108	22-29-23-22-0062 E 5 ft of Lot 14 and all of Lot 13, Block 11, Northome 2nd Addn.

AMOUNT	NAME AND ADDRESS	PROPERTY DESCRIPTION
\$128.90	Robert Tramel 1505 Idaho Falcon Heights, MN 55108	22-29-23-22-0032 Ex W 85 ft. Lot 1 & ex. E 65 ft. Lot 2, Block 12,, Northome 3rd Addn.
\$169.56	Owner/Occupant 1349 Iowa Avenue Falcon Heights, MN 55108	22-29-23-21-0111 Lot 21, Block 5, Northome
\$58.32	Owner/Occupant 1358 Iowa Avenue Falcon Heights, MN 55108	22-29-23-21-0164 E 9 ft of Lot 8 and all of lot 7 Block 8, Cables Hamline Heights Addn.
\$58.31	David Wickdem 1537 Iowa Avenue Falcon heights, MN 55108	22-29-23-22-0092 E 36 ft of Lot 4 and all of Lot 3 Block 10 Northome 2nd Addn.
\$27.77	L.J. Chadwick 1365 West Larpenteur Falcon Heights, MN 55113	15-29-23-34-0022 S 50 ft of W 100 ft of Lot 7 and E 100 ft of Lots 8 and 9, Larpenteur Villas
\$128.90	Robert Olson 1386 West Larpenteur Avenue Falcon Heights, MN 55113	22-29-23-21-0009 Ex. E 34 ft, Lot 11 and E. 37 2/10 ft of Lot 12, Block 1, Northome
\$58.32	Grace Lai 1893 West Larpenteur Falcon Heights, MN 55113	16-29-23-34-0088 Common Area Interest in Lot 6, Block 1 Attributable & Lot 3, Block 1, Falcon Ridge Estates
\$24.20	Owner/Occupant 2061 West Larpenteur Falcon Heights, MN 55113	16-29-23-33-0003
\$30.55	John Ryan 1444 West Roselawn Falcon Heights, MN 55113	15-29-23-31-0045 W 44 72/100 ft of S 75 ft & Ex W 24 4/10 ft of Lot 2 and W 10 ft of Lot 1, Block 1, Barthel Villas
\$58.32	Gregory Clarson 1878 Sheldon Street Falcon Heights, MN 55113	15-29-23-31-0007 Lot 6, Block 3, Klatts Addition #2
\$27.77	Tony Weber 1770 Simpson Street Falcon Heights, MN 55113	15-29-23-33-0025 Lot 25, Block 8, Falcon Heights Addn.
\$27.77	Raymond Johnson 1810 Simpson Street Falcon Heights, MN 55113	15-29-23-32-0108 Lot 11, Block 1, Falcon Heights Addition
\$27.77	Michael Pitzl 1858 Simpson Street Falcon Heights, MN 55113	15-29-23-32-0116 Lot 19, Block 1, Falcon Heights Addition

AMOUNT	NAME AND ADDRESS	PROPERTY DESCRIPTION
\$61.38	Janet Brown 1887 Simpson Falcon Heights, MN 55113	15-29-23-32-0018 Lot 5, Block 4, Juhl's Roselawn Addition #3
\$128.90	John Webster 1850 North Snelling Falcon Heights, MN 55113	15-29-23-32-0057 Lot 1, Block 1, Kellers Falcon Heights
\$128.90	Bobby Thomas 1703 St. Marys Street Falcon Heights, MN 55113	16-29-23-44-0046 Lot 28, the Crossroads
\$16.58	Robert O'Connell 17XX St. Marys Street Falcon Heights, MN 55113	16-29-23-44-0040 Lot 28, The Crossroads
\$373.40	North Star Pizza Corp. 1552 Larpenteur Avenue Falcon Heights, MN 55113	22-29-23-22-0060 RLS #2
\$83.03	Stratford Investments 1781 North Prior Avenue Falcon Heights, MN 55113	16-29-23-33-0012 Lot 1, Block 1, Stratford Professional Park
\$3,735.13	TOTAL ASSESSMENT ROLL	

Consent   x  

Agenda Item: E-1

Policy           

CITY OF FALCON HEIGHTS

Meeting Date: 9/27/89

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

DISBURSEMENTS

SUBMITTED BY:

Tom Kelly

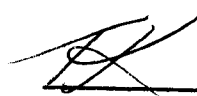
REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

- (a) Disbursements through 9/27/89, \$52,382.35
- (b) Payroll, 9/1/89 - 9/15/89, \$11,098.57

ACTION REQUESTED:

Approval

  
\_\_\_\_\_

GENERAL DISBURSEMENTS

CHECK NO.	ISSUED TO	REASON	AMOUNT
22736	Ramsey Co. Conciliation Court	Filing Fees	\$32.00
22737	Tom Baldwin	Expenses for Workshop meeting	26.20
22738	1989 AVCAM Conference	Training Seminar, T.Iverson	60.00
22739	U.S. Postmaster	Postage permit, sewer bills	125.00
22740	AT&T	Long Distance calls	1.96
22741	AT&T Credit Corp.	Lease	22.43
22742	Millie Ascerno	Non-resident reimbursement	8.00
22743	ALL-American Bottling	Pop	132.30
22744	Buetow & Associates	Architectural services	2,000.00
22745	Brighton Veterinary Hospital	August services	25.00
22746	Browning-Ferris Industries	Sept. service	75.05
22747	Jean Coon	Non-resident reim., Twins Game reim.	22.00
22748	Champion Auto	Oil, repairs	50.45
22749	Gopher State One Call	Location calls	15.00
22750	Harvest States	Fuel	187.86
22751	Vicky Hill	Refund, Beg. Ball Skills	14.00
22752	Kay Hagen	Non-resident reimbursement	8.00
22753	ICMA	"Determining User Fees" Book	16.90
22754	Diane Mosier	Non-resident reimbursement	20.00
22755	Metro Waste Control Commission	October service	40,628.45
22756	Maier Stewart & Assoc.	Engineering services	2,969.61
22757	Norrell	Temporary secretary	323.98
22758	NSP	Electricity	799.45
22759	David Onnen	Cable technician fill-in	22.75
22760	PERA	Insurance	9.00
22761	PERA	Retirement	850.52
22762	Ramsey Co. Personnel	Insurance	2,282.83
22763	Patricia Schleichert	Non-resident reimbursement	24.00
22764	SuperCycle	Surety Bonds	140.40
22765	Bryan Stordahl	Non-resident fees	4.00
22766	Smith Office Equipment	Computer maintenance	700.00
22767	Suburban Hardware	Repairs, supplies, equipment	71.02
22768	U.S. West Communications	Phone	214.19
22769	Dick Larson	Monthly fee	350.00
22770	Janet Wiessner	Mileage	150.00
		TOTAL:	\$52,382.35

Check Number	Employee Name	Pay Period	Pay Group	Pay Group Description	Check Amount	Check Date	Status
017769		0			0.00	15-Sep-89	VOID
017770		0			0.00	15-Sep-89	VOID
017771	000000002 Wiessner, Janet R.	17	01	semi-monthly	1,165.24	15-Sep-89	Outstanding
017772	000000004 Kriegler, Carol J.	17	01	semi-monthly	406.14	15-Sep-89	Outstanding
017773	000000011 Chenoweth, Shirley G.	17	01	semi-monthly	739.21	15-Sep-89	Outstanding
017774	000000020 Iverson, Terry D.	17	01	semi-monthly	850.48	15-Sep-89	Outstanding
017775	000000027 Morgan, Jay M.	17	01	semi-monthly	687.33	15-Sep-89	Outstanding
017776	000000035 Zimmerman, Katherine	17	01	semi-monthly	332.37	15-Sep-89	Outstanding
017777	000000038 Wright, Vincent D.	17	01	semi-monthly	793.63	15-Sep-89	Outstanding
017778	000000041 Neumann, Kristine L.	17	01	semi-monthly	246.98	15-Sep-89	Outstanding
017779	000000063 Phillips, Patricia A.	17	01	semi-monthly	112.66	15-Sep-89	Outstanding
017780	000000065 Kelly, Thomas R.	17	01	semi-monthly	802.69	15-Sep-89	Outstanding
017781	000000066 Bogenholm, Garin W.	17	01	semi-monthly	96.58	15-Sep-89	Outstanding
017782	000000068 Suppes, Jean	17	01	semi-monthly	41.39	15-Sep-89	Outstanding
017783	000000075 PICKA, GEORGE	17	01	semi-monthly	320.26	15-Sep-89	Outstanding
017784	000000079 Hoyt Taff, Susan L.	17	01	semi-monthly	385.17	15-Sep-89	Outstanding
017785	000000003 Baumann, Nicholas B.	9	02	monthly 1	343.30	15-Sep-89	Outstanding
017786	000000005 Berndt, Ross	9	02	monthly 1	203.76	15-Sep-89	Outstanding
017787	000000006 Bianchi, David P.	9	02	monthly 1	96.88	15-Sep-89	Outstanding
017788	000000007 Bianchi, Joseph D.	9	02	monthly 1	49.38	15-Sep-89	Outstanding
017789	000000008 Brown, Raymond F.	9	02	monthly 1	260.51	15-Sep-89	Outstanding
017790	000000013 Clarkin, Michael D.	9	02	monthly 1	151.38	15-Sep-89	Outstanding
017791	000000014 Dow, Michael J.	9	02	monthly 1	275.33	15-Sep-89	Outstanding
017792	000000015 Dowdell, Ralph L.	9	02	monthly 1	46.88	15-Sep-89	Outstanding
017793	000000016 Fuller, James D.	9	02	monthly 1	77.50	15-Sep-89	Outstanding
017794	000000018 Holmgren, John M. Sr.	9	02	monthly 1	201.88	15-Sep-89	Outstanding
017795	000000021 Kurhajetz, Clement M.	9	02	monthly 1	219.38	15-Sep-89	Outstanding
017796	000000022 LeMay, Dennis G.	9	02	monthly 1	123.88	15-Sep-89	Outstanding
017797	000000023 LeMay, Douglas	9	02	monthly 1	69.63	15-Sep-89	Outstanding
017798	000000024 Lindig, Leo	9	02	monthly 1	144.66	15-Sep-89	Outstanding
017799	000000025 McDermond, Cindy K.	9	02	monthly 1	25.00	15-Sep-89	Outstanding
017800	000000026 McNabb, Gerald	9	02	monthly 1	103.76	15-Sep-89	Outstanding
017801	000000029 Olson, Joseph E.	9	02	monthly 1	86.88	15-Sep-89	Outstanding
017802	000000032 Schaefer, Richard A.	9	02	monthly 1	71.26	15-Sep-89	Outstanding
017803	000000033 Schauffert, Craig F.	9	02	monthly 1	71.26	15-Sep-89	Outstanding
017804	000000034 Swida, Gail	9	02	monthly 1	31.25	15-Sep-89	Outstanding
017805	000000039 Morgan, Jay	9	02	monthly 1	103.26	15-Sep-89	Outstanding
017806	000000040 Kayser, Douglas	9	02	monthly 1	217.01	15-Sep-89	Outstanding
017807	000000042 Stolz, Steven P.	9	02	monthly 1	86.88	15-Sep-89	Outstanding
017808	000000045 Gilbert, Jerome J.	9	02	monthly 1	215.27	15-Sep-89	Outstanding
017809	000000046 Holmgren, John H. Jr.	9	02	monthly 1	171.38	15-Sep-89	Outstanding
017810	000000047 McNabb, Kevin	9	02	monthly 1	101.25	15-Sep-89	Outstanding
017811	000000049 Anderson, Kevin L.	9	02	monthly 1	296.50	15-Sep-89	Outstanding
017812	000000064 PETERSON, GREGORY S.	9	02	monthly 1	51.25	15-Sep-89	Outstanding
017813	000000069 Martinez, Joseph L.	9	02	monthly 1	221.88	15-Sep-89	Outstanding

Grand Total

11,098.57

Payroll

User Initials     AJR  
                  Thursday 14 September 1989   9:01 AM Start  
  9:01 AM Finish

Buffer Name       CheckHistory

Records Read       1121  
Records Selected    45  
Number of Pages     2

Selected by       Pay Group Number   Not Equal To    3  
                  And Check Date        Equal To       15-Sep-89  
                  And Check Number      Equal To  
                  And Check Number      Equal To

Sorted by    Check Number        No Totals   No Page Breaks



Consent   x  

Agenda Item:   E-2  

Policy           

CITY OF FALCON HEIGHTS

Meeting Date:   9/27/89  

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

CANCELLATION OF CHECK #22713

SUBMITTED BY:

Tom Kelly

REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Check #22713 was issued 9/11/89 to Dale Kielsmeier in the amount of \$4.00 was incorrect.

ACTION REQUESTED:

Cancel check #22713

  
\_\_\_\_\_

Consent   X  

Policy           

Agenda Item:   E-3  

CITY OF FALCON HEIGHTS

Meeting Date:   9/27/89  

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

COMMISSION MINUTES

SUBMITTED BY:

Various Commissions

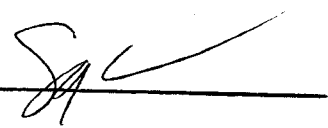
REVIEWED BY:

Shirley Chenoweth

EXPLANATION/SUMMARY (attach additional sheets as necessary):

- (a) Park and Recreation Commission Minutes of August 28, 1989
- (b) Solid Waste Commission Minutes of September 7, 1989

ACTION REQUESTED:



August 29, 1989

Minutes of the Parks and Recreation Commission Meeting  
6:30 P.M., Tuesday, August 29, 1989

Present: Linda McLoon, Connie Lasser, Jyneen Thatcher, Jeff Johnson, Sue Gehrz, Jean Suppes, Lloyd Jacobson, Sr. Representative, Pat Bush, City Council Representative, Carol Kreigler, Park Director.

Absent: Michael Smallpage

1. Falcon Heights School Playground Equipment Committee Request

Kirsten Eckberg, representative of the F.H. School playground committee gave a presentation on their current status in their fundraising. They have raised approximately \$6,200 earmarked for handicapped accessibility and another \$10,000 through fundraisers and private organization donations. They were requesting \$7,000 from the city of Falcon Heights. Kirsten indicated to cost of specific pieces of the playground equipment. Jyneen indicated that it might be a good idea for the city to buy specific pieces of playground equipment rather than less tangible items, such as pea gravel. When asked whether there was any assurance from the school district about the school being put up for sale, Kirsten indicated that the district had no plans to sell the school and had been told for the next 10 years the plans in the school district indicated the school would be in use. Kirsten said that the school district was going to pay for installation of the equipment and had also contributed \$5,000 for handicapped accessibility pieces. The school district would also retain the liability for the equipment and maintain the whole structure. Linda asked why the Falcon Heights PTA had not given a big donation to the playground, since it was their school. Kirsten said that the whole issue only came up after the budget had been prepared for last year. For the current year the PTA pledged anything over their operating budget of \$1,600 to go towards the playground equipment.

After Kirsten left, it was generally agreed upon that the city should contribute something to this facility. This is the only playground "park site" in this area of Falcon Heights, and the only way to serve this area of the population would be to support this playground. Several options were presented by Linda, who indicated we could support just the spiral slide and spiral slide section, for \$4,800, or include the accessory pieces for \$6,586, or also include the step section for a total of \$7,261. If the latter course was taken, if for some reason the school was sold, the equipment would be able to stand alone and therefore could be moved to another site. Jeff felt uncomfortable about one taxing unit donating money to another separate taxing unit. Carol indicated that the city attorney said that there were no legal reasons why this type of thing couldn't be done. Little Canada was supporting a gym and other equipment for the elementary school in Little Canada, and Roseville was doing the same thing for schools in Roseville. Lloyd expressed concern of the Seniors he knew that all this money expenditure would result in higher taxes and that would possibly force people to move from Falcon Heights. He did see the need for this equipment in the area and said that a number of Falconeers had donated to the fundraising efforts. Pat asked how much had been spent by the city for similar equipment in other parks. The average in the past several years had been between \$3,000 and 4,000. Maybe we should limit our contribution to a similar amount. Once again it was brought up that to

serve this area of the city, the school playground was really the only area which could be upgraded effectively. There was little else that the city could do to improve the "park site" at the school. We then voted. The unanimous decision was to request the City Council support the Falcon Heights playground for the full \$7,261 with the proviso that the school district give some assurances that the school would remain open and the equipment accessible to everyone. Pat added that she felt it would have been more in keeping with expenditures at other park sites to only support \$4,800 of the equipment. We all agreed that we should contact the School District and indicate to them that in the future we would expect them to communicate in a more timely fashion their upcoming needs and requests so that they could be budgeted for and included in our park planning efforts. We were all uncomfortable with the "pressured" nature of the request when we were in the throes of park planning. We felt we should have advance notice so that we could plan effectively in the future. Carol said she would discuss this with the proper people at the school. Linda indicated she would write a recommendation to the city council to support the playground, listing specific equipment purchases, to a total of \$7,261. Carol indicated that there was over \$10,000 in the Capitol Improvement budget for the current year. This money had been earmarked for Idaho and Snelling regrading and sewer pipes, but Jan had informed Carol that this money would come out of other funds that were supposed to be for those purposes. Thus we felt we could use some of the capitol improvement money for this purchase.

## 2. Park Plan

Carol felt that the commission should make a recommendation to the City Council to adopt the current Park Plan. Everyone agreed unanimously that we should make this recommendation. Linda said she would write the appropriate letter.

## 3. Community Park Building

A general discussion of the park building was held. Those who had not seen it were able to get a good look at the mock up and floor plans of the proposed park building. The question of whether the building would have sufficient occupancy was raised. 48 could picnic under the roof outside and Carol thought another 34 or 36 could picnic in the interior. We reiterated the need for more window area on the skating rink side, removal of the decorative wood beams on the restroom side, and adding a door so that the picnic area would be more easily connected to the kitchen facilities. The bathrooms would be lockable. Whenever programmed activities were going on at the park, the bathrooms would be open. A satellite would still be placed at the park for use at other times. There appears to be no other way to prevent vandalism. Carol indicated that the aluminum bleachers had been stolen from the Community Park this past month. Everyone was appalled. We then unanimously agreed to recommend to the City Council that they continue to proceed with the current plans for the park building as drawn up by Buetow and Associates. The current estimated cost for the building was \$170,000 - 190,000. Carol reminded us that this was from the drip line in and did not include sidewalks, landscaping, picnic tables etc. Linda indicated that she would write an appropriate letter to the City Council of our recommendations.

## 4. Acquisition of University-Owned Park Property

Carol said that it had come to the attention of Jan Wiessner that the University may be interested in selling the Community Park and Garden Park properties to the city. Pat asked if we had any idea how long our leases could be extended. Carol didn't know, but said she would find out. Carol said that our original estimates of the value of the land at 1 million dollars was probably way too high, because the land had to stay parkland and therefore had limited sale potential. Jan thought the land was probably worth \$300,000 - 500,000. We all agreed that it was crazy to buy something we could use for free. Carol indicated that we pay \$1 per year to lease the property. The discussion was tabled until

Carol could find out how long our leases could be extended.

#### 5. Budget

Carol has started work on the Capitol Improvement budget plan for the next 5 years. She is basing her figures on the end table in our Park Plan, using Scott's suggestions for expenditures per year. It was generally agreed that until we knew how realistic the figures were, it was too early to begin to prioritize expenditures. We all agreed, however, to go with the figures from our Park Plan. We are already at work on the first year Capitol Improvement plan of rebuilding our park building at the Community Park, and costs were not year finalized.

Carol explained the new accounting system being set up by the city. The Parks budget will consist of three parts. First, the Capitol Improvements budget, the administrative budget (which includes things like Carol's salary, postage, utilities and the like), and lastly, a programs budget. This last will give a better cost accounting of the cost of each individual program and the revenue it generates. This will help us plan more cost effective programming in the future. The general discussion indicated that we were all comfortable letting some programs help pay for others, and that just because a program was more expensive to run shouldn't mean that it wouldn't be offered. Linda asked how comparable our program fees were to those of the surrounding communities. Carol and Pat both indicated that they were on the low side. We were all pleased at the new budget system. Carol indicated that she would continue working on it.

#### 6. Fall Programs

Carol said she had started working on the Fall Programs, which would be sent home with children along with information on after-school activities run by the school district. Carol said the programming would be largely the same as last year, since everything went so well.

#### 7. Center for Community Studies

Jyneen had information, which she passed around, on a program at the Center for Community Studies at the University of Minnesota where students used parks as part of classroom projects or thesis projects. She felt it might be an inexpensive way to get a large number of landscaping plans for any park site we wanted. She felt it would be especially useful for Garden or Lindig park sites, which are currently totally undeveloped. Linda asked if we couldn't get these services free from landscaping firms, since it represented large amounts of potential purchases. Carol said she would find out. We all agreed that the program was worth pursuing, especially as the university is juxtaposed physically to Falcon Heights.

8. 9:30 p.m. meeting was adjourned.

MINUTES  
Solid Waste Commission Meeting  
September 7, 1989

The meeting was called to order by Chairperson Thompson at 7:15 pm.

COMMISSION MEMBERS PRESENT: Michael Haglund, Leo Klisch, Laura Kuettel, Marty McCleery, John Thompson and Shirley Chenoweth.

COMMISSION MEMBERS NOT PRESENT: John Hustad, Diane Klisch, Nancy Misra, Terry Iverson, and Lyle Wray.

The agenda for the meeting was approved by consensus.

The minutes of the last meeting were approved with a motion by Michael Haglund, seconded by Marty McCleery after corrections were made to Marty McCleery's name and Metropolitan Council replaced Ramsey County Metro Council in wording.

COMPOSTING: Shirley Chenoweth will be meeting with Susan Hoyt Taff, City Planner, to discuss the Commission's suggestions for compost related revisions to the ordinance. Michael Haglund suggested defining the length of a compost structure to clarify present definitions. Shirley Chenoweth discussed removing "side yards" from the present ordinance for a composting site and the last sentence of 9-4.01 Subd. 3 Permitted Accessory Uses. (The compost area or structure shall not be located so that seepage from the compost will run off into public or private streets, storm sewers, or drainage ditches.) It was also suggested that the materials to be used to build a composting structure not be limited to "wood and/or wire screen."

John Thompson suggested the Commission use space in the next newsletter to define the conditions required for individual composting sites.

Shirley Chenoweth responded to the question of sharing leaf collection with the city of Roseville. Roseville is not interested in expanding their pickup. The approximate purchase price of \$90,000 per truck is prohibitive for the city of Falcon Heights.

Questions were raised regarding the exact wording, information and guidelines that a compost site must follow according to the University of Minnesota. Shirley Chenoweth will bring that information to the next Commission meeting.

Leo Klisch suggested the city provide a site where residents could bring their grass clippings and leaves to be processed by a compactor. Shirley Chenoweth explained there is no site available. John Thompson will have the addresses of all composting sites in Ramsey county for the next meeting.

The issue of brush disposal, which is not acceptable for composting sites, has not been resolved.

There were no attendees at the Ramsey County Fall Lawn Clinic.

MINUTES

Solid Waste Commission

7 September 1989

page two

**METROPOLITAN COUNCIL REPORT:** Marty McCleery gave an update on information he received from the Metropolitan Council. He indicated the Metro Council is going to make some decisions for the counties which will give the Falcon Heights Solid Waste Commission a better grasp of what is available when making our recommendations. Marty McCleery will keep us posted regarding Metro Council decisions.

**BIN PROGRAM:** Shirley Chenoweth informed the Commission that bin sales are low. Use of bins throughout the neighborhoods is most likely the best advertising. She also mentioned that Roseville has shown interest in the bins.

**FUNDING:** The county is providing \$3000 to Falcon Heights for curbside pickup and \$300 for public education.

Shirley Chenoweth discussed the 1990 budget which is \$43,049. The increases over the previous year showing mainly in recycling pickup, proper dissemination of salaries and the newsletter. Shirley Chenoweth will apply for a grant for \$31,000.

The budget does include monies for the recognition program.

**LICENSING REQUIREMENTS:** Copies of the present licensing requirements of Falcon Heights were available. Shirley Chenoweth informed the Commission that the renewal for licensing is in January and if changes are to be made the month of November is our target date.

If the Commission requests licensing to reflect pickup of recyclables, brush, yard waste and garbage Leo Klisch suggested that if several haulers qualify the residents may choose their own hauler and leave the city out of the billing process. This retains some freedom for the resident to select a hauler.

John Thompson and Michael Haglund have copies of ordinances for Disposal of Garbage and Composting from several communities. They will compile any information which might assist the Commission in reviewing the ordinances for Falcon Heights.

The meeting was adjourned at 9:40pm.

Respectfully submitted,

Laura Kuettel, Secretary

Consent   X  

Policy \_\_\_\_\_

Agenda Item:   E-4  

CITY OF FALCON HEIGHTS

Meeting Date:   9/27/89  

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

Licenses

SUBMITTED BY:

Katherine J. Zimmerman

REVIEWED BY:

Shirley Chenoweth

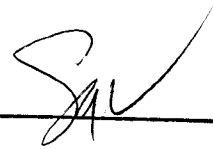
EXPLANATION/SUMMARY (attach additional sheets as necessary):

General Contractor

Anderson-Johnston Construction, Inc. #371 NEW  
8200 Hill Trail  
Lake Elmo, MN 55042

ACTION REQUESTED:

Approval





Consent \_\_\_\_\_

Agenda Item: F-1

Policy   x  

**CITY OF FALCON HEIGHTS**

Meeting Date: 9/27/89

**REQUEST FOR COUNCIL CONSIDERATION**

**ITEM DESCRIPTION:**

FIRE DEPARTMENT FUND RAISING DISCUSSION

**SUBMITTED BY:**

Jay McNabb

**REVIEWED BY:**

Jan Wiessner

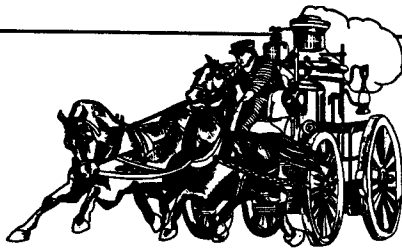
**EXPLANATION/SUMMARY (attach additional sheets as necessary):**

The attached memorandum from Jay McNabb explains that the City Fire Department can not acquire permission to conduct a one day fund raiser as it does not meet the requirements of being a non-profit charitable organization so the Relief Association is proposing to conduct the fund raiser and purchase equipment with the proceeds. I think we have to consider whether the Relief Association would have to use the bidding requirements of the city in their purchases.

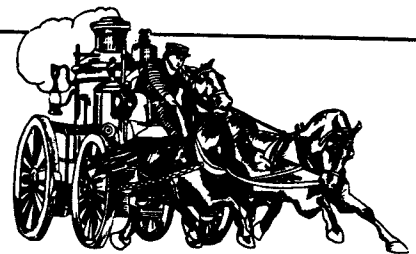
Jay also would like the Council to discuss the Fire Department's fund raising activities in general. About a year ago the Fire Department was told they could raise funds either through the Relief Association or the City Fire Department, however, it must be clear which organization is conducting it, who the checks should be payable to and what the funds would be used for. (Many checks were previously made out to the City of Falcon Heights Fire Department but were not deposited or used by the City.)

Attached is a flyer the Relief Association used in 1988.

**ACTION REQUESTED:**



**Falcon Heights  
Fire Department  
Relief Association**



2077 West Larpenteur Avenue

Falcon Heights, Minnesota 55113

(612) 644-5575

Sept. 21, 1989

Ms. Jan Wiessner

Re: Fund raising dinner at the Knights of Columbus

Dear Jan:

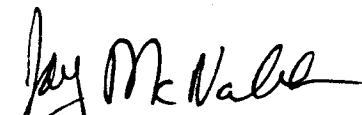
I apologize for not being able to attend the last Council meeting, where this subject came up for consideration. It is my understanding that the City is expecting our application for exemption to be done in the name of the Fire Dept. and not the Relief Association. Unfortunately, the Fire Dept., as part of the city, does not qualify under the charitable gambling statutes to have a gambling license, even a temporary one. These statutes specifically require these licenses to be issued to non-profit organizations only, such as the Relief Association. Thus, if we are going to be able to hold this function at all, it must be done under the auspices of the Relief Association, and not the Fire Dept. I confirmed this with phone conversations with the Knights of Columbus, the Charitable Gambling Commission, and the City of Roseville, all on 9/21/89.

It is my further understanding that one of the concerns that the Council had was with our intentions regarding the proceeds we receive from this event. In the application form itself, we state that the entire amount of the proceeds are going to be used for equipment. We

will have to keep separate records for this entire event, and submit them to the IRS, the State Auditor's Office, and the Charitable Gambling Commission. Thus, the Relief Association will be held accountable for the disposition of the proceeds. The Fire Dept. will select the equipment, and the Relief Association will purchase the equipment, then donate it directly to the Fire Dept.

Finally, we are requesting with this letter that the Council give us some specific direction with respect to future fund-raising activities. Approximately one year ago we were requested to channel all such activities through our Relief Association. We agreed to do so, and at some time and expense to our members, we adjusted our activities. Now we are sensing that there is some sentiment among the Council to change back, i.e. to put those activities back under the direction of the Fire Dept. We are now set up to run these activities through the Relief Association, and will continue to do so; if you or the Council feel otherwise, please let us know at the Council Meeting, and we will discuss it at that time.

Sincerely,

  
Jay McNabb  
Treasurer

Report within 30 days of...  
 This is the shaded area...  
 returned to you by the...  
 financial report for...

out the...  
 ed area)

# Minnesota Charitable Gambling Application for Exemption from Charitable Gambling License

For Office Use Only

Fill in the unshaded portions of this application for exemption and send it in at least 45 days before your gambling activity for processing.

## Name and Address of Organization

Organization <u>Falcon Heights Fire Dept.</u>		current/previous license number <u>NA</u>	current/previous exempt number <u>NA</u>
Street <u>2077 W. Lacpenieur Av</u>	City <u>Falcon Heights</u>	State <u>Mn</u>	Zip code <u>55113</u>
		County <u>Ramsey</u>	
Chief executive officer <u>Leo Lindig</u>	Phone <u>(612) 633-0125</u>	Manager <u>Jay McNeble</u>	Phone <u>(612) 777-0240</u>

## Type of Non-profit Organization

Years in existence 40. Attach proof of three-years or more of existence. Number of active members 29

- Fraternal    
  Religious    
  Veterans    
  Other non-profit

If you checked box for other non-profit, check one of the following and attach proof of non-profit status

- IRS designation    
  Incorporated with Secretary of State    
  Affiliate of parent nonprofit organization (charter)

## Gambling Site

Name of site where activity will take place  
Knights of Columbus Roseville

Street <u>2555 Snelling Av</u>	City <u>Roseville</u>	State <u>Mn</u>	Zip code <u>55113</u>	County <u>Ramsey</u>
Date(s) of activity <u>November 18, 1989</u>				

## Types of Games

### Financial Report

Game	Yes	No	Gross receipts	Expenses, including Cost of Prizes	Net profit	Market Value of Prizes
Bingo	<input type="checkbox"/>	<input type="checkbox"/>				
Raffles	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Paddlewheels	<input type="checkbox"/>	<input type="checkbox"/>				
Tipboards	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Pull-tabs	<input checked="" type="checkbox"/>	<input type="checkbox"/>				

How will profit be used: <u>Purchase of equipment</u>	Distributor from whom gambling equipment purchased
	Distributor's license number

I declare all information submitted to the Department of Revenue is true, accurate, and complete

I declare all information submitted to the Department of Revenue is true, accurate, and complete

Leo Lindig  
 Chief executive officer's signature     Date 9-19-89

\_\_\_\_\_  
 Chief executive officer's signature     Date

## Local Government Acknowledgement

I have received a copy of this application. This application will be reviewed by the Department of Revenue and will become effective 30 days from the date of receipt by the city or county, unless the local government passes a resolution to specifically prohibit the activity. A copy of that resolution must be received by the Department of Revenue within 30 days of the date filled in below.

City or County		Township	
City or county name		Township name	
Signature of person receiving application		Signature of person receiving application	
Title	Date received	Title	Date received

White -- Board  
 Pink -- Organization  
 Yellow -- Board returns to Organization to complete shaded areas  
 Gold -- City or County

**Mail this application to:**  
 Department of Revenue — Gaming Division  
 Mail Station 3315  
 St. Paul, MN 55146-3315

FALCON HEIGHTS FIRE DEPARTMENTS

# 1988 FIRE BALL

## Fundraiser

You are invited to participate in our Annual Fire Ball Fundraiser to be held SATURDAY, NOVEMBER 12, 1988 at Bel Rae Ballroom in Moundsvew.

Unlike previous years, we will not be going door-to-door with our tickets. This year we ask that you return the attached envelope with your donation directly to the department.

Past donations have allowed your Volunteer Fire Department to continue its community service in a modern and efficient manner.



For instance YOU have allowed us to purchase tools such as:

- "JAWS OF LIFE" . . . used to quickly and safely remove accident victims from their autos
- SCBA (Self-contained breathing apparatus)
- Audio/Video Training equipment
- Uniforms

*Also, if you or any friends would be interested in serving your community with us, we have several openings available. We provide all training, equipment and a retirement pension. For further information contact the Falcon Heights City Hall or drop a note in with your donation.*

**Thank-you for your support,**

*The Falcon Heights Fire Department*

**Bel Rae Ballrooms**

**\$5 DONATION**



Consent \_\_\_\_\_

Policy   x  

Agenda Item:   F-2  

CITY OF FALCON HEIGHTS

Meeting Date:   9/27/89  

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

SMOKING POLICY

SUBMITTED BY:

Smoking Committee: Carol Carlson, Gail Smida,  
Jay Morgan, Kitty Zimmerman

REVIEWED BY:

Jan Wiessner

EXPLANATION/SUMMARY (attach additional sheets as necessary):


The Smoking Committee recommends the attached policy. Based on this proposed policy, the City Hall facilities and vehicles would be non-smoking except for the Public Works Foreman's Office, the Public Works restroom; the Fire Department apparatus room, training room, lounge, kitchen, dorm and office.

The policy provides for an effective date of January 1, 1990. Also recommended by the Committee is an on-site smoking cessation program for employees--this probably would be through the American Lung Assn.

- Attachments:
- (1) Survey Results
  - (2) Memorandum from Smoking Committee to City Council dated September 18, 1989
  - (3) Summary of Minnesota Clean Indoor Air Act
  - (4) Smoking Policy dated September 18, 1989

ACTION REQUESTED:

Consider Smoking Policy for City.

  
\_\_\_\_\_

QUESTIONSRESPONSES

1. Are you a smoker?

Yes 5 No 29Occasionally Quitter/  
Not at Work Sometimes  
5 2

2. If you are a smoker, would you quit smoking if the city funded or co-funded your participation in a smoking cessation program?

Yes 2 No 9Maybe N/A  
2 11

3. Would you prefer that smoking be permitted in the following:

CITY HALL

	YES	NO	DON'T CARE
Lobby	<u>13</u>	<u>22</u>	<u>5</u>
Lunchroom	<u>8</u>	<u>26</u>	<u>6</u>
Conference Room	<u>5</u>	<u>31</u>	<u>3</u>
Council Chambers	<u>4</u>	<u>34</u>	<u>3</u>
Office-General	<u>4</u>	<u>33</u>	<u>3</u>
Private	<u>10</u>	<u>22</u>	<u>4</u>
Restrooms	<u>5</u>	<u>29</u>	<u>4</u>
Storage Room	<u>4</u>	<u>33</u>	<u>3</u>
Vault	<u>3</u>	<u>35</u>	<u>1</u>

PARK BLDGS.

Comm. Park Bldg.	<u>4</u>	<u>30</u>	<u>4</u>
Idaho/Snelling (Warming House)	<u>4</u>	<u>30</u>	<u>3</u>

FIRE DEPT.

	YES	NO	DON'T CARE
Lounge	<u>11</u>	<u>16</u>	<u>11</u>
Bay	<u>9</u>	<u>21</u>	<u>8</u>
Dorm	<u>7</u>	<u>24</u>	<u>8</u>
Training Room	<u>8</u>	<u>24</u>	<u>8</u>
Restrooms	<u>7</u>	<u>23</u>	<u>9</u>
Vehicles	<u>4</u>	<u>28</u>	<u>6</u>

PUB. WORKS

Storage Rooms	<u>2</u>	<u>25</u>	<u>10</u>
Office	<u>11</u>	<u>20</u>	<u>7</u>
Bays	<u>9</u>	<u>27</u>	<u>6</u>
Restrooms	<u>7</u>	<u>27</u>	<u>7</u>
Vehicles	<u>6</u>	<u>26</u>	<u>7</u>
Mezzanine	<u>7</u>	<u>25</u>	<u>6</u>

4. How would you handle conflicts between smokers and non-smokers in common shared spaces/areas such as vehicles, etc.

---

---

5. Would you like to see an on-going Employee Committee to address employee concerns?

Yes 24 No 14

6. If so, would you be willing to serve on such a committee?

Yes 11 No 21

---

Name (Optional)



COMMENTS

ATTACHMENT 1C

I find it disgusting you are considering turning me into a second class citizen because I smoke.

City funded or co-funding for a smoking cessation program would be beneficial. It might earn lower insurance rates for city employees and studies have also shown smokers are absent more from work and have more illnesses. If employees stopped smoking, the city might even save money.

Please have the meetings at time when more of us may attend.

As a volunteer firefighter who normally works during the day at a regular job, I feel the meetings during the daytime hours discriminate against those of us who do our civic duty at night. I am unable to attend any meetings during the daytime hours unless....of course....the city would like to compensate me for my time.

QUESTION 3

1. Should not allow smoking in unsupervised buildings.
2. Smokers have a right to smoke, but not at the expense of my health or rights not to breath smoke--this may mean dividing times, as well as proper ventilation.

Outside smoking on city property is o.k. with me if smoker does not drop butts on ground.

A designated smoking area outside of City Hall and other city buildings would best comply in my belief to attain or comply to Minnesotan's Smoke-Free environment in the workplace.

What about safety. Vault is fireproof with no ventilation. Storage areas could have flamables which might be considered.

QUESTION 5

I don't feel a committee has to be formed but maybe some volunteer as designated by city hall.

QUESTION 4

Confined spaces like vehicles, or, only if agreed to by occupants.  
In large open areas, have a designated smoking section.

NOTE: Smokers, like flag burners, also have constitutional rights.

Defer to the non-smoker.

Get a no smoking policy and that is that.

Get some reasonable rules and stick to them.

Nobody has the "right" to smoke in any place another person must go to perform their jobs. Also, there should be no smoking in areas open to the public.

Don't allow smoking.

Don't know.

No smoking.

I would explain "In the interest of public safety" in hazardous areas.  
I would say other areas infringe upon the health and well being of non-smoking employees.

There should be no smoking in vehicles - too confined and health hazard.

Open discussion and compromise re: designated smoking spaces.

No smoking.

It depends upon who it is.

It is my belief that non-smokers/<sup>rights</sup>should be addressed first or take precedence in such disputes.

Smokers should be asked politely, firmly, and if necessary, ordered not to intrude on non-smokers workspace.

Have the individuals decide for themselves.

Ban smoking in such areas.

Establish a policy.

May the strongest person win.

Everyone has their own rights. I'm a taxpayer and they work for me.

Non-smokers have precedence.

QUESTION 4

ATTACHMENT 1E

Defer to the non-smokers rights in spaces/areas.....vehicles depend on the owner's wishes.

Common sense discussions.

Allow smoking if all in vehicle agree.

N/A to me.

There should be a no smoking policy in confined areas.

Any area with mixed response should be no smoking.

Smoker defers to non-smoker if a problem.

Ask them politely not to smoke.

Non-smoking prevails.

I have not had any conflicts with smokers nor do I intend to have any.

I have had no conflicts thus far.

Policy - No smoking in public buildings/places - not in public interest.  
Provide time/training to aid smokers in quitting, otherwise they must find time/place to smoke in non-public area.

No smoking at any time.

I think smokers should defer to non-smokers - allow times that alternate.

Publicly funded bldgs, vehicles --- clean air act prevails -- a completely smoke-free area/grnds. THIS IS A HEALTH ISSUE

September 18, 1989

TO: Falcon Heights City Council

FROM: Smoking Committee: Gail Smida, Kitty Zimmerman,  
Jay Morgan, Carol Carlson

The Smoking Committee met on six occasions and discussed at great length how the City could comply with State Law regarding smoking in city owned facilities and vehicles. The Committee contacted the League of Minnesota Cities, neighboring communities and other cities that had adopted a "Smoking Policy". Also, the Committee's first task was to survey attitudes towards smoking in City buildings and vehicles. A questionnaire was sent to Councilmembers, Commissioners, and employees. Attached is a copy of the survey results.

The Committee after numerous hours of discussion voted 3 to 1 (Smida, Morgan and Zimmerman in favor; Carlson opposed) to recommend the attached Smoking Policy.

It was noted in the discussion that the Fire Department feels that a Fire Hall is not an ordinary work environment and is, in fact, a unique job site which creates much difficulty with compliance to State Law. At any given time, there may be one to 29 firefighters in the Fire Department and 95% of the time the number is between one and five. The Fire Department has found the smokers and non-smokers are most cooperative. The firefighters feel they are not affecting anyone and since there is currently no conflict, why solve a problem that does not exist. Firefighter meetings last only four hours and are held only once a week, (which limits the amount of contact they have together).

The firefighters also expressed concern that the City is writing a policy that applies 100 percent of the time when in fact it is needed only 5% of the time.

The minority vote reflects concern that not all the areas designated as smoking will comply with state law.

Costs for smoking cessation programs sponsored by the American Lung Association are: 1) \$7 for a self help program - "Freedom from Smoking" (20 days); 2) video with manual, \$60/video; 3) on-site program @ \$50 individual - minimum of 12 persons; and 4) off-site program @ \$50 person (hospital/community school, etc.).

The Fire Department also proposes to establish a three member Smoking Committee made up of firefighters to review changes to the Fire Department Smoking Policy and to hear any complaints regarding the Fire Department Smoking Policy. The firefighters feel the issue of workers compensation liability should not affect a smoking policy.

## State Law

*The Minnesota Clean Indoor Act (MCIAA) was passed in 1975. The law ensures that smoke-free areas must always be available in public places. It accomplishes this by prohibiting smoking everywhere except in designated areas and by forbidding any public place except a bar to be designated as a smoking area in its entirety.*

The law has had an extremely good reception in Minnesota—mainly because it is reasonable. It does not prevent people from smoking; rather, it requires that certain measures be adopted to protect the health and comfort of nonsmokers.

## Compliance through Public Action

Even though polls show that Minnesotans overwhelmingly favor the law and its intent, there is still not total compliance. The state, due to lack of funding and personnel, has had limited enforcement capabilities; so the public has had to take the active role, using education, public pressure, or both to encourage compliance.

## Meaning of the MCIAA

Two out of three people do not smoke. The law protects the majority by forbidding smoking in all enclosed, indoor areas used by the general public or serving as a place of work unless it is expressly permitted. To a smoker that means that unless you see a sign that says you can, you cannot. And to businesses that means that the rules must be learned so that if a smoking area were designated (there does not have to be one), it must be properly located, marked, and supervised.

## Introduction to the Requirements

There are two parts to the MCIAA; the law and the rules. The law is general. It grants people the right to smoke-free indoor air but leaves it up to the Minnesota Department of Health to determine the details. The rules are the details (such as the size of nonsmoking areas, signs, who must comply, etc.).

This brochure highlights the key requirements of the MCIAA. Each requirement will include a reference to the section of the law or the rule on which it is based. This guide is not exhaustive; further study of the actual rules or law is necessary for a full understanding of every provision.

**Note:** Federally-owned buildings are exempt from the MCIAA. Buildings operated but not owned by the federal government are not exempt.

## Signs

1. If smoking-permitted areas are designated, signs must be posted telling people where smoking-permitted and nonsmoking areas are. Signs must be easy to see and read and they must clearly designate the boundary between a no-smoking and smoking-permitted area (Rules, 4620.0500).
2. The statement "SMOKING IS PROHIBITED EXCEPT IN DESIGNATED AREAS" must be posted at all major entrances to every public building. In public places where smoking is not allowed, the statement "NO SMOKING IS PERMITTED IN THIS ENTIRE ESTABLISHMENT" or a similar statement must be posted (Rules, 4620.0500, Subpart 1 and Subpart 2).

## Area

3. A nonsmoking section must be a contiguous part of a room and must measure a minimum of 200 square feet (Rules, 4620.0100, Subpart 2). A nonsmoking section must be one side of the room, although it may be the entire room (Rules, 4620.0400, Subpart 3).
4. In a restaurant, at least 30% of the seats in the eating area must be designated as nonsmoking (Rules, 4620.1000).
5. If a smoking-permitted area is designated, there may be "one and only one" per room (Rules, p. 3 — "Smoking-Permitted Area"). (See "Places of Work" below for only exceptions).
6. "The size of the designated smoking-permitted area shall not be more than proportionate to the preference of users of that location." If the person in charge chooses to designate a smoking-permitted area, that person shall use a survey or other reasonable method to determine preference (Rules 4620.0400, Subpart 4).

## Separation

7. The nonsmoking area must be separated from the smoking-permitted area by a barrier at least 56 inches high or by a four foot "buffer zone," unless the ventilation system provides 6 changes of air per hour and 6 cubic feet per minute per person of fresh air (Rules, 4620.0100, Subpart 2a).

## General

8. "Portable ash trays are banned in all no-smoking areas" (Rules, 4620.0600)
9. In nonsmoking areas "ash stands and permanent ash trays shall be conspicuously labeled with the following message placed on or near the ash stand: **SMOKING IS PROHIBITED PLEASE EXTINGUISH ALL SMOKING MATERIALS IMMEDIATELY**" (Rules, 4620.0600).
10. "A restaurant or other public place which takes advance reservations shall ask the person's preference for a smoking-permitted or no-smoking area at the time the reservation is made" (Rules, 4620.0500, Subpart 6).
11. In restaurants, patrons must be asked their preference for a smoking-permitted or nonsmoking area (Rules, 4620.0500, Subpart 6). In health care facilities, prospective patients or residents must be asked their preference for a smoking-permitted or nonsmoking area (Rules, 4620.1200).
12. "The proprietor or other person in charge of a public place shall make reasonable efforts to prevent smoking in a public place" by asking smokers to refrain from smoking in nonsmoking areas (Minnesota Statutes, Section 144.416).
13. If a service or activity of public place is located in a smoking-permitted area, it must also be available in a nonsmoking area. The section for nonsmokers must comply with all the rules, including those regarding size and separation, or the entire area must be designated as nonsmoking. It is often more practical to designate as nonsmoking all common areas such as entry or exit areas, reception areas, cash register areas, hallways, or copy areas unless there are two comparable areas used for the same purpose, in which case one can be smoking-permitted (Rules, 4620.1400).
14. The carrying of lit cigarettes, pipes or cigars is considered smoking and is prohibited except in designated smoking areas (Minnesota Statutes, Section 144.413).

## Definitions

1. **Place of Work.** Where individuals perform services gratuitously or for profit.
2. **Restaurant.** Area where other than prepackaged meals are served (may therefore include cafeterias within other types of establishments).
3. **Retail Establishment.** Those establishments where goods or services are purchased from employees on the premises (e.g., grocery stores, convenience stores, bowling alleys, barber shops, etc.).
4. **Health Care Facility.** (e.g., hospitals, clinics, nursing homes, etc.)
5. **Public Building.** Areas frequented by the general public where due to the nature of the building, lines, lounges, or common areas are key problems (e.g., schools, banks, laundromats, sports facilities, shopping centers, etc.).

## Places of Work

A full-time worker spends approximately 2,000 hours each year on the job. Whether that person works with or near a smoker is often not a matter of choice

**Common Violations** — Common violations range from unrestricted smoking in common areas, to area managers not enforcing the rules, to total noncompliance (smoking allowed throughout).

**Exceptions to General Rules** — With the permission of company management, the occupant of a private office may designate that office as a smoking-permitted area. Places of work that are not customarily frequented by the general public may have several, separate no-smoking and smoking-permitted areas within the same room provided each no-smoking area is at least 200 square feet. Such workplaces must post at least one sign per floor which states **SMOKING IS PROHIBITED EXCEPT IN DESIGNATED SMOKING AREAS** but otherwise are not required to post signs. In very large rooms (over 20,000 square feet) the person in charge may designate more than one smoking-permitted area, but must otherwise follow the rules.

## Restaurants

Restaurants came to terms with the MCLAA earlier than any other type of establishments. Although the law was originally opposed by many restaurants, most now find it easy and to their advantage to comply.

**Common Violations** — Smaller and more isolated restaurants have been slower to comply with the MCLAA. Common violations are not designating enough seats as nonsmoking, not separating the sections correctly, or not taking action to stop smoking in nonsmoking areas.

**Exceptions to General Rules** — Restaurants in which a host seats guests do not have to post signs inside the eating area but must post a sign stating that controlled seating is used. Bars can be designated as smoking in their entirety. Bars are defined as places where one can purchase and consume alcoholic beverages, but the definition excludes those kinds of places where meals can be served to more than 50 people at a time. In other words, the fact that a restaurant serves liquor doesn't make it a "bar." Bars that allow smoking throughout must post a sign saying, "THIS ESTABLISHMENT IS A SMOKING AREA IN ITS ENTIRETY," or a similar statement.

## Retail Establishments

Although the wording is not direct, a practical application of the rules to retail stores is that there can be no smoking in the customer portion of the store (see #13 above). In places where services are for sale such as bowling alleys and barber shops, those services may be available in a smoking section, but only if they are also available in a nonsmoking section. Customer lounge areas may have smoking-permitted areas only if the rules regarding size and separation can be met. If for some reason they cannot be met, the area must be declared entirely nonsmoking.

**Common Violations** — The problem for many retail establishments has been a hesitancy to set down clear policies; consequently signs have not been posted, and customers and employees have not been alerted to the fact that they cannot smoke everywhere. Small retail establishments, where a practical division cannot be made, often default to smoking throughout rather than the opposite, as the law requires.

**Exceptions to General Rules** — None.

## Health Care Facilities

Health care facilities have generally complied well with the MCLAA. This is natural because smoking causes or exacerbates many health problems. Complaints concerning the MCLAA usually get prompt attention.

**Common Violations** — Violations seem to occur most often in waiting rooms or lounges.

**Exceptions to General Rules** — Exceptions in health care facilities serve to strengthen protection of nonsmokers. The law says that visitors and staff cannot smoke in patient or resident's room unless it is expressly permitted. Smoking is also prohibited in corridors, emergency rooms, treatment rooms, admitting areas, and intensive care units.

## Public Buildings

"Public buildings" encompass a wide variety of indoor areas. In public buildings it is up to building managers to set a policy and post signs so it is clear that smoking is restricted to certain areas, if it is permitted at all. Compliance also depends on smokers becoming aware of the rules and following them. The fact that people smoke where it's not expressly permitted illustrates the gap between the law's intent and the change in cultural attitudes necessary for full compliance. No-smoking reminders are important. Compliance would improve greatly if managers posted signs at entrances and carefully located and marked any smoking-permitted areas inside.

**Common Violations** — One common violation is that there are no signs, or improper signs at building entrances or inside. Another is that there is no enforcement or inadequate enforcement of any existing rules.

**Exceptions to General Rules** — None.

## SMOKING POLICY

PURPOSE

To provide city officials, commissioners, employees, and general public with a work and meeting environment that is tobacco free.

POLICY

Smoking in city facilities and vehicles shall be prohibited with the following exceptions:

- (1) Public Works Foreman's Office
- (2) Public Works Restroom
- (3) Fire Department Apparatus Room, Training Room, Lounge, Kitchen, Dorm, and Office

Lighted smoking materials (cigarette, cigars, and pipes) must not be carried into any no smoking area.

Portable ashtrays must not be moved into a no-smoking area.

Grievance on the smoking policy except for the Fire Department must be handled according to the procedure outlined in the employee's manual.

Complaints from the Fire Department members regarding smoking policy to be heard by a three member committee of firefighters. All amendments to smoking policy which affects Fire Department must be reviewed by the Fire Department Smoking Committee.

IMPLEMENTATION

- (1) The effective date of this policy shall be January 1, 1990.
- (2) Signs stating "SMOKING IS PROHIBITED EXCEPT IN DESIGNATED AREAS" and "DESIGNATED SMOKING AREA" shall be installed by January 1, 1990
- (3) Ashtrays to be removed from Non-Smoking areas by January 1, 1990
- (4) On-Site Smoking Cessation Program shall be offered employees in the City Hall during 1990





CITY OF FALCON HEIGHTS  
 LAUDERDALE FIRE PROTECTION/PREVENTION CONTRACT

January - December, 1990

A. Base Rate - Modification of Old Formula

Comparison of Current/Modified Formulas to Determine Base Rate

	<u>Current Contract Formula</u>			
	87-88	88-89	1990	
Assessed Value - Fiscal Disp.	14,396,245 <u>(445,431)</u>	14,376,255 <u>(689,380)</u>		Assessed Value No Longer Calculated
TOTAL	15,739,663	15,824,947		
	x(\$3.50/10,000)	x(\$3.50/10,000)		
Total Base	\$5,508 (= \$98/MV)	\$5,538 (= \$92.4/MV)		

	<u>Modified Contract Formula</u>		
	Contract (1987MV)	Contract (1988MV)	Contract (1989MV)
Total MV	56,206,502	59,943,300	65,463,100
	x(\$98/million MV)	x(\$98/million MV)	x(\$98/million MV)
Total Base	\$5,508	\$5,874	\$6,415

B. Inspection Rate: This cost includes routine fire inspections as well as other related plan reviews, certificate of occupancy and fire code activities.

	<u>1988-89</u>	<u>1990</u>
1. Routine inspections of 60 businesses and apartments.	120	60*
*The Fire Marshal and Fire Chief recommend that starting in 1990, annual inspections should be adequate.		
2. Annual inspections of 4 tri-plex units.	4	4
3. Annual inspections of 8 day care facilities.	<u>8</u>	<u>8</u>
88/89 Rate: \$20/inspection	132	72
Proposed 1990 Rate: \$22/inspection		
Total Cost:	\$2,640	\$1,584

C. 1988-89 Call Rate: \$220/truck/hour  
 1990 Call Rate: \$275/truck/hour

<u>Total Contract Cost</u>	<u>1987-88</u>	<u>1988-89</u>	Est. June/Dec. <u>1989</u>	<u>1990</u>
A. Base Rate	\$5,508	\$5,538		\$6,415
B. Inspections	<u>2,460</u>	<u>2,640</u>	1/2	<u>1,584</u>
	\$7,968	\$8,178	\$4,089	\$7,999
C. # Fire Calls:	55	52	(est.)26	(est.)53
Cost for Calls:	<u>\$22,220</u>	<u>\$25,060</u>	<u>\$11,440</u>	<u>\$29,150</u>
Total	\$30,188	\$33,238	\$15,529	\$37,149
#hours/call	1.8	2.19	2	(est.)2 hours

PROJECTED 1990 FIRE SERVICE COSTS\*

	I. All Costs FF FP Cap.	II. Not Capitol FF FP	III. Not FP Cap FF	IV. FF Only
1990 Budget:	<u>\$200,696</u>	<u>\$128,509</u>	<u>\$168,465</u>	<u>\$96,278</u>
Cost/Cap.	\$34.36	\$22.00	\$28.84	\$16.48
3386 F.H. 58%	116,343	74,492	97,652	55,801
<u>2455 Laud. 42%</u>	84,354	54,010	70,802	40,458
5841 Total Pop.				
<u>Cost/Call</u>	\$1715	\$938	\$1230	\$702
<u>88Calls</u>				
64      FH 47%	94,327	60,399	79,179	45,249
73      Laud. 53%	106,369	68,109	89,286	51,027
137				

Fire Call History:	1987	1988	1989 (July YTD)
Falcon Heights	52	64	26
Lauderdale	51	73	29
TOTAL	103	137	55

\*Calculations based on Proposed 1990 Budget figures, estimated fire calls

Consent \_\_\_\_\_

Agenda Item: F-4

Policy   x  

**CITY OF FALCON HEIGHTS**

Meeting Date: 9/27/89

**REQUEST FOR COUNCIL CONSIDERATION**

**ITEM DESCRIPTION:**

STATE FAIR PARKING

**SUBMITTED BY:**

Vince Wright and Carol Carlson

**REVIEWED BY:**

Jan Wiessner

**EXPLANATION/SUMMARY (attach additional sheets as necessary):**

While the 1989 Minnesota State Fair is still fresh in everyones mind, there are two parking related issues which should be considered:

- 1) Are any changes in current parking restrictions warranted?
- 2) Should the existing signs be changed?

Current Situation

A concern was raised by the City's Workers Compensation Insurance Company about the extent of lifting and pounding required in installing and removing the signs. One step which has been taken to relieve the physical exertion was the relocation of the signs from the second floor mezzanine to the first floor in the Public works area.

Three hundred thirty seven (337) signs are currently installed and removed each year. (See Attachment A: Current No Parking Postings.)

This year the time was documented at a total of 217 hours. Five employees participated.

The current cost of installing and removing 337 State Fair signs is:

\$2429	Personnel costs (217 hours at 4 rates \$6-18 hour) (George-24 hours, Vince-43 hours, Jay-70 hours, Tim-40 hours, John-40 hours TOTAL - 217 hours)
375	Pneumatic hammer rental
<u>252</u>	Replacement Signs (33/year @ \$7.64)
3056	

Cost/Sign = \$9.07 \*(NOTE: We did not include costs of vehicle use. We used personnel costs because they could be assigned to other projects). It currently takes approximately 2 weeks to install the signs

Alternatives:

Carol Carlson studied several other alternatives including:

- 1) Continue with present system - permanent signs installed on temporary basis using existing signs (no permanent base)
- 2) Install permanent new signs and replace only as needed (no permanent base)
- 3) Install existing permanent signs on temporary basis using concrete and Telspar tubing base (permanent) and signs are put up each year before Fair and taken down after the Fair is over.
- 4) Contract with Ramsey County (or other agency) to install existing signs on an annual basis (no base - same as Alternative #1 with another agency doing the work).
- 5) Combination of Option 1 and 2 - Continue to use present system while installing 67 new signs with concrete basis each year for five years until all signs have been replaced. Signs can easily be put up and taken down.
- 6) Cardboard signs - installed a day or two before the fair starts.

The Public works Staff felt strongly about the negative aspects of the other alternatives so they are not detailed here. If you would like further information on these other options, please call before the Council meeting and we can provide it for you.

Alternative 1: Sign Reduction

According to Ken Wenzel, the State Fair has added approximately 6,000 (net) Park and Ride spaces in the last ten years. They did not fill the Park and Ride facilities any day during the last two years.

Areas which may not need to be posted No Parking include:

- A) Westside of E. Snelling Drive from Larpenteur/  
Roselawn
- B) Eastside of West Snelling Avenue from Larpenteur/  
Roselawn
- C) The area north of Garden, west of Hamline, south of  
Roselawn and east of Asbury

There are approximately 75 signs in area (A, B and C). This would save approximately \$680 (\$9.07 x 75).

Alternative 2 - Permanent Signs

The Public Works staff recommends that signs be purchased similar to the signs St. Paul uses south of the State Fair which say:

NO PARKING DURING STATE FAIR AUG _____ THRU SEPT _____
--

These signs would be left up year round. They could be installed all at once or phased in.

A) <u>All at once:</u> - 1st Year Cost	<u>Following years:</u>
	<u>Repair/Replacement Only</u>
\$1405 Personnel	\$243 Personnel
375 Pneumatic Hammer	100 Pneumatic Hammer
	Rental
<u>2520</u> Sign Cost	<u>252</u> (33/year @ \$7.65)
<u>\$4300</u>	<u>\$595</u>
+ \$1244	(\$2461) = 2nd Year Payback

- Pro - This option addresses the carrying and pounding of the signs.
- This option projects costs of sign replacement at 10% per year based on the estimated life of a sign at 10 years (\$7.65 per new sign and \$2.69 for "refinished signs").
- Con - Permanent signs could be considered visual pollution by some of the residents.
- Replacement costs may be higher due to vandalism and weathering of the signs.

ATTACHMENT A.

1. All of Northome Addition, water side
2. All of Hollywood Court including alley
3. St. Mary's, Fry, Maple Knoll Drive and Garden Avenue west of Snelling on both sides
4. All streets north of Larpenteur, between Snelling and Hamline running to Roselawn, except Holton, Albert and Sheldon north of Ruggles (water side)
5. Tatum, 1,300 feet north of Larpenteur
6. Lindig on Waterside including the cul-de-sacs
7. Larpenteur Avenue from Snelling to Cleveland
8. Snelling Drive north and southbound and Snelling Avenue both sides.



Consent \_\_\_\_\_

Agenda Item: F-5

Policy x

CITY OF FALCON HEIGHTS

Meeting Date: 9/27/89

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

PROPOSED RECYCLING CONTRACT WITH SUPERCYCLE, INC.

SUBMITTED BY:

Shirley Chenoweth

REVIEWED BY:

Tom Gedde  
Solid Waste Commission

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Tom Gedde and the Solid Waste Commission have reviewed and recommend approval of the attached contract.

ACTION REQUESTED:

Approval of contract and authorization to submit to Supercycle.

  
\_\_\_\_\_

CONTRACT AGREEMENT BETWEEN THE  
CITY OF FALCON HEIGHTS AND SUPER CYCLE, INC.  
FOR THE COLLECTION OF RECYCLABLE MATERIAL

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 1989, between the City of Falcon Heights (hereinafter City) and Super Cycle, Inc. (hereinafter Contractor).

Witnesseth:

Whereas, the City supports curbside collection of source separated materials for recycling and desires that it be made available to its residents; and

Whereas, the City supports curbside collection of source separated materials as an integral part of an overall landfill abatement, solid waste management strategy; and

Whereas, Ramsey County has funding available for this program to the City; and

Whereas, the Contractor has submitted a bid for curbside collection of source separated materials to the City;

Now, therefore, the City and Contractor mutually agree as follows, in consideration of the mutual promises and covenants contained herein:

1. Definitions

1.1 "Service Area" shall mean the legal boundaries of the City of Falcon Heights.

1.2 "Recyclable Materials" shall include, but not be limited to; all glass food and beverage containers, all mixed metal and aluminum food and beverage containers and newsprint. Other items such as yard waste, PETE, HDPE, corrugated cardboard and office type paper may be added as mutually agreed.

1.3 "Certified Dwelling Unit (CDU)" shall mean all single family homes, townhomes, twinhomes, du-plex, four-plex and mobile home parks. Other buildings such as, schools, small businesses, municipal buildings, and multi-family buildings may be included if convenient to curbside collection.

1.4 "Recyclable Collection" shall mean the taking up of all source separated recyclable material accumulated at all CDU's and the transporting of the recyclables to a processing facility or market which is approved by the city.

2. Payment

2.1 The City will compensate the contractor for the collection of recyclables described in section 3 as follows:

2.1.1 A payment on the last day of each month of the contract in the amount of \$67.50 per ton for curbside pickup. Minimum payment will be \$1,100.00 per month.

2.1.2 A payment on the last day of each month of the contract in the amount of \$147.60 for weekly pick up at 1666 Coffman (multi-unit)

2.2 The contractor shall include the following on each monthly invoice. The invoice shall be at the Office of the City Administrator no later than 4:30 p.m. on the 15th of each month.

2.2.1 Tons and participating CDU's per collection day

2.2.2 Tons and participating CDU's for the month.

2.2.3 Total number of missed stops for the month, listed by collection day.

2.2.4 Call sheet listing complainants name, address, phone number, nature of complaint and action taken to rectify said complaint.

2.2.5 Original truck scale receipts from an approved market and/or processing facility.

2.2.6 Total cost of collection for said month.

2.3 The City shall provide the contractor maps of the city noting areas in which collection is not desired and/or necessary.

2.4 The City may withhold payment for collection if monthly reports and/or curbside collection are deemed to be incomplete or inadequate.

2.5 The City or the Contractor may request amendments to the price paid at anytime during the contract period as a result of such things as removal or addition of recyclables to the collection.

### 3. Obligations-Contractor

3.1 Service - The contractor shall provide collection of recyclables to all CDU's within the city limits according to the following schedule:

3.1.1 Collection will be provided to all CDU's in the City on the first and third Friday of each month.

3.2 Delivery of Materials - The contractor shall deliver all source separated materials collection from each participating CDU to a City approved market or processing facility.

3.2.1 The contractor may, with prior approval of the city, deliver recyclable material to the Newport facility, at the contractors expense, if all other options of disposal have been exhausted. At no time is any recyclable material to be

deposited in a landfill.

The Contractor may deliver material to the Newport facility for up to sixty (60) days. At the end of sixty (60) days, the city will review with the contractor the need to continue delivery of said material to the Newport facility. If need exists after the sixty (60) days, the City may opt to discontinue collection of the designated material. If this option is selected, the Contractor shall help in notifying the public of this occurrence.

3.3 Contractors Operation - The Contractor shall establish and maintain, in a location approved by the City, an office with continuous supervision for accepting and recording complaints and customer calls. The office shall be in service with continuous supervision during the hours of 7:00 a.m. and 7:00 p.m. on all days of collection as specified in section 3.1.1 of this agreement. The address and telephone number of such office shall be given to the City in writing. Changes in the office location and/or phone number shall be given to the City in writing ten (10) days prior to the change. The address of this office is at 775 Rice Street, St. Paul, MN 55101. The phone number is 224-5081.

#### 3.4 Collection -

3.4.1 The Contractor shall collect all recyclables from all participating CDU's beginning July 7, 1989 and continue through December 31, 1990.

3.4.2 The Contractor shall complete the collection according to the schedule set in section 3.1.1 of this agreement. Collection shall begin by 7:00 a.m. and be completed by 5:30 p.m. or sunset, whichever is earlier.

3.4.3 The Contractor will answer and document all customer calls by taking the callers name, address, phone number and nature of call.

3.4.4 All calls shall be answered promptly and courteously.

3.4.5 All complaint calls received by the City shall be referred to the Contractor. The Contractor will be responsible for all corrective action.

3.4.6 Whenever the City or resident notifies the Contractor of locations which have not received service, the Contractor is required to service said location by 3:00 p.m. the following day. Failure to do so will result in a \$2.00 fee against the contractor for each day the house is not serviced.

3.4.7 Recyclable material shall be prepared in the following manner:

NEWSPRINT: Place in a paper bag, a box or bundle and tie with string, twine or other material.

GLASS: Rinse out and place in a paper bag or box.

METALS: Rinse out and place in a paper bag or box.

CORRUGATED CARDBOARD: Tie in bundles no larger than a three by three square.

3.4.8 All other material added shall have preparation requirements developed at the time of introduction to the program.

3.4.9 Containers used for storing source separated materials, shall be placed at the curbside or alley on the designated collection day in plain sight to the contractor no later than 7:00 a.m.

3.4.10 Containers other than boxes and paper bags may be used by the CDU's as long as said container is adequately marked. Containers marked "SAVE" shall be left at the curb for re-use by the resident.

3.4.11 Recyclable materials deemed to be unacceptable by the Contractor, according to the preparation procedures in section 3.4.7, shall be collected on the first occurrence by the Contractor and notice left as to the proper preparation of the materials.

On the second occurrence the contractor shall collect the material and notice shall be given to the homeowner indicating that materials which are not properly prepared will not be collected. Notice shall be given to the city regarding the address and reason the material was deemed unacceptable.

On the third and subsequent occurrences, the Contractor shall leave material and notice explaining why the material was not collected.

### 3.5 Vehicles

3.5.1 All Contractors vehicles shall be clearly marked with identical markings bearing the Contractors name and logo.

3.5.2 The Contractor shall maintain all vehicles and equipment used in the collection of recyclable material in good working condition. All trucks shall be free of offensive odors, be clean and be aesthetically pleasing.

3.5.3 All vehicles and equipment used shall be constructed to prohibit the spilling or blowing of material.

3.5.4 All collection equipment shall be equipped with tools necessary for the clean-up of any spills.

4. TERM The term of this agreement shall be from July 7, 1989 and continue through December 31, 1990.

5. CANCELLATION Either party may cancel this agreement at any time upon on-hundred and twenty (120) days written notice to the other party. In the event of such an occurrence, the contractor shall be entitled to reimbursement for those expenses incurred up to the termination date, provided the contractor continues service as outlined in section 3.

6. DEFAULT Any of the following shall constitute default on the part of the Contractor and the result will be subject to the City collection on the bond and/or requesting just compensation.

6.1 Failure of the Contractor to submit the required reports outlined in section 2, subsection 2.

6.2 Failure of the Contractor to provide service in a manner consistent with section 3.

6.3 Falsifying any records and/or any reports.

6.4 Failure to give the City the required one hundred and twenty (120) day written notice when cancelling the contract.

6.5 Failure to comply with any of the other terms and covenants of this agreement.

7. GENERAL CONDITIONS

7.1 All services and duties performed by the Contractor pursuant to this Agreement shall be performed to the satisfaction of the City, and in accordance with all applicable Federal, State and Local laws, ordinances, rules and regulations as a condition of payment. The Contractor agrees to comply with all Federal, State, and Local Laws, ordinances and policies regarding Affirmative Action and Equal Employment.

7.2 The Contractor shall post a bond of not less than three (3) months collection fee to be made available to the City in the event of the Contractor's inability to execute the Contractor's obligations set forth by this agreement.

7.3 The Contractor must obtain and submit to the City Administrator, certificates showing proof of the following insurance coverages with these minimum levels of coverage:

Vehicle Liability	\$300,000/\$500,000
Property Damage	\$100,000
General Liability	\$250,000
Statutory Workers' Compensation Insurance	

Said certificates shall state that the City will be given thirty (30) days notice of cancellation of said insurance.

7.4 The Contractor shall at all times be an independent Contractor and shall not be the employee of the City for any purpose. The City shall not be responsible for the payment of any taxes, either Federal or State, on behalf of the Contractor,

nor shall the City be responsible for any fringe benefits. No Civil Service or other rights of employment will be acquired by virtue of the Contractor's services.

7.5 The Contractor agrees to defend, hold harmless, and pay, on behalf of the City and its officials, agents, and employees, from any and all liability, loss, or damage they may suffer as a result of demand, claims, judgments, or costs, arising out of the Contractor's negligent action, or failure to act in performance of this Agreement.

7.6 Any amendments to this Agreement shall be valid only when reduced to writing, and duly signed by the parties.

IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written.

\_\_\_\_\_ (contractor)

City of Falcon Heights

By: \_\_\_\_\_  
Chief Executive Officer

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

Consent \_\_\_\_\_

Policy   x  

Agenda Item: F-6

CITY OF FALCON HEIGHTS

Meeting Date: 9/27/89

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

STRATFORD PROFESSIONAL OFFICE PARK  
ASSESSMENT AGREEMENT

SUBMITTED BY:

Jan Wiessner

REVIEWED BY:

City Attorney

EXPLANATION/SUMMARY (attach additional sheets as necessary):

There have been several potential buyers looking at the Stratford Office Park complex who have asked about the City's position regarding enforcement of the current Assessment Agreement. Ed Bock has issued a legal opinion regarding the validity of the agreement in the event a non-tax paying entity should purchase the property. He also makes recommendations to confirm our position.

- ATTACHMENTS:   A.   9/14/89 Bock Letter  
                  B.   3/11/89 Assessment Agreement (Page 1 and 2 Only)

ACTION REQUESTED:

Consider action recommended by Attorney Bock.

*fw*



REC'D SEP 15 1989

## JENSEN, HICKEN, GEDDE &amp; SOUCIE, P. A.

ATTORNEYS AND COUNSELORS AT LAW

BOCK, EDWARD A., JR.  
 BUCHMAN, JOHN T.  
 GEDDE, THOMAS A.  
 GROVER, BETH H.  
 HICKEN, JEFFREY P.  
 HOWARD, ROBERT A.  
 JENSEN, DAVID L.  
 MATTKE, PAUL E.  
 SCOTT, MICHAEL J.  
 SOUCIE, FRED M.

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

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

OF COUNSEL  
 HADLEY, CHARLES S.  
 LUTHER, RICHARD L.

September 14, 1989

Ms. Jan Wiessner  
 Falcon Heights City Manager  
 2077 West Larpenteur Avenue  
 Falcon Heights, MN 55113-5594

Re: Stratford Professional Office Park

Dear Jan:

This is a follow up to my letter of May 18, 1989, regarding the above-referenced tax increment project.

The question has been raised: What happens with respect to real estate taxes if a non-taxable entity, such as the University of Minnesota, acquires title to the Stratford Professional Office Park property?

I have found no Minnesota court cases on point and the Statutes do not address the question directly, but in my opinion a strong argument can be made that the property will remain taxable and that the tax increment will be payable to the City of Falcon Heights. My argument is based on the existence of the Assessment Agreement dated March 12, 1986, and filed April 17, 1986 as Ramsey County Recorder Document No. 2310714. According to Minnesota Statutes, Section 469.177, Subd. 8, the recording of an assessment agreement "shall constitute notice of the agreement to any subsequent purchaser or encumbrancer of the land or any part thereof, whether voluntary or involuntary, and shall be binding upon them". (Emphasis added.) I would interpret the word "any" to include public entities which are usually not taxable.

Minnesota Statutes, Sections 469.174 through 469.179 deal with tax increment "financing". The use of tax increment payments to pay bonds is contemplated throughout those sections. A municipality actually pledges tax increment for the payment of bonds in accordance with Minnesota Statutes, Section 469.178, Subd. 2. The whole idea of the Statutes is that the municipality is relying on the real estate tax increments to

Ms. Jan Wiessner  
September 14, 1989  
Page 2

cover bond payments. A public entity which acquires land subject to an assessment agreement should expect to pay real estate taxes, unless the Statutes give it a specific exemption. However, the Statutes appear to make an assessment agreement binding on "any" purchaser of the property.

I recommend that the City of Falcon Heights consider taking the following steps in connection with this matter:

1. Send a letter to the current fee owner of the property (as of May 1989 that was Commercial State Bank) advising it that the City intends to enforce the Assessment Agreement on the property and requesting that the owner advise any prospective purchaser of that fact, so that there will be no dispute about that fact if the property is sold.
2. Advise the Ramsey County Department of Taxation in writing that the City intends to enforce the Assessment Agreement against the property and expects to collect its tax increments, even if the property is acquired by a public entity.
3. If the City learns about the existence of a prospective purchaser, advise that purchaser of the City's position regarding the Assessment Agreement and payment of real estate taxes.
4. If there is a dispute between the City and a purchaser of the property regarding the real estate tax issue, seek an opinion from the Minnesota Attorney General's Office regarding the matter.

Please let me know if you wish this office to follow through on any of these recommendations. For example, it would be a good idea to send a letter to Commercial State Bank right away.

Very truly yours,

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

  
Edward A. Bock, Jr.

EAB/fak

## ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this 11th day of March, 1986, by and among the City of Falcon Heights (the "City"), Stratford Investments, Ltd. (the "Developer"), and the Assessor for Ramsey County (the "Assessor"),

## WITNESSETH

WHEREAS, on or before the date hereof the City and Developer have entered into a Development Agreement dated December 19, 1985, as revised on March 7, 1986 (the "Agreement"), regarding certain real property located in the City (the "Development Property"), which property is legally described on Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of an approximately 54,000 square foot, six building project (the "Project") on the Development Property;

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements to be constructed thereon, pursuant to Minnesota Statutes, Section 273.76, Subdivision 8; and

WHEREAS, the City and the Assessor have reviewed plans and specifications for the Project and the market value previously assigned to the Development Property:

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. Upon substantial completion of the Minimum Improvements, the minimum market value of the Development Property shall be Three Million Five Hundred Forty-Four Thousand Nine Hundred Dollars (\$3,544,900). The parties to this Agreement expect that the construction of the Minimum Improvements will be completed on or before December 31, 1988.

2. Upon completion of a building constituting a part of the Project sooner than said December 31, 1988, the Minimum Market Value of such building and portion of the Development Property on which it is located shall be as set forth on Exhibit B hereto and hereby made a part hereof.

2310174

00  
11 33 AM '86

3. The minimum market value herein established shall be of no further force and effect, and this Agreement shall terminate, on January 1, 1995.

4. This Agreement shall be promptly recorded by the Developer along with a copy of Minnesota Statutes, Section 273.76, Subdivision 8, attached hereto as Exhibit C and hereby made a part hereof. The Developer shall pay all costs of recording.

5. The Assessor represents that he has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth above is reasonable.

6. Neither the preamble nor provisions of this Agreement are intended to modify, nor shall they be construed as modifying, the terms of the Agreement between the City and the Developer.

7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf, all as of the date set forth above.

THE CITY OF FALCON HEIGHTS,  
MINNESOTA

By Thomas W. Baldwin  
Its Mayor

Signature page for Assessment Agreement by and among the City of Falcon Heights, Minnesota, the Ramsey County Assessor, and Stratford Investments, Ltd.

Consent \_\_\_\_\_

Agenda Item: F-7

Policy x

CITY OF FALCON HEIGHTS

Meeting Date: 9/27/89

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

AGREEMENT WITH ROSEVILLE AREA SCHOOLS  
RE: PLAYGROUND

SUBMITTED BY:

Tom Gedde

REVIEWED BY:

Jan Wiessner  
Carol Kriegler

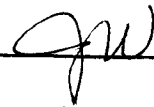
EXPLANATION/SUMMARY (attach additional sheets as necessary):

Carol Kriegler, Tom Gedde and Jan Wiessner met with Dr. Roger Worner, Ellen Blank, and John Thein to discuss the City's contribution to the Falcon Heights playground as well as the city's long term interest in the playground for public use.

ATTACHMENT: Agreement

ACTION REQUESTED:

Discuss and approve agreement if acceptable.

  
\_\_\_\_\_

DRAFT

AGREEMENT REGARDING FALCON HEIGHTS  
ELEMENTARY SCHOOL PLAYGROUND/PARK

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_,  
1989 between the City of Falcon Heights, a Minnesota municipal  
corporation (the "City"), and <sup>Rosville Ave</sup> Independent Schools District <sup>No.</sup> District No. 623  
(the "School District").

WHEREAS, the School District is the owner of the building  
and grounds (the "playground") located in the City of Falcon  
Heights and known as the Falcon Heights Elementary School and  
playground, and

WHEREAS, the grounds are used in part for playground pur-  
poses to accommodate the students of the School District and are  
also used to accommodate the park and recreational needs of the  
citizens of Falcon Heights, and

WHEREAS, the City and the School District would like to co-  
operate in the purchase, installation and maintenance of addi-  
tional recreational equipment on said grounds so as to better  
serve the needs of both the students of the School District and  
the citizens of Falcon Heights, and

WHEREAS, the City and the School District would like to co-  
operate to insure that the playground property will be available  
on a permanent basis to serve the recreational needs of the stu-  
dents of the School District and ~~the~~ the citizens of Falcon  
Heights.

NOW, THEREFORE, it is hereby agreed between the parties as  
follows:

1. The City will pay to the School District the sum of \$5,000.00 to be used by the School District for the purchase of recreational equipment to be installed on the above-referenced grounds. The equipment will be owned and maintained by the School District, which assumes responsibility for any claims arising out of the use of said equipment and agrees to indemnify the City against any such claims.

*ck- should we specify equip. yes*

2. ~~The School District shall specifically identify for the city the~~ <sup>specific</sup> equipment purchased with the contribution of Falcon Heights <sup>is attached to this agreement.</sup> and ~~in~~ the event at any future date that the School District removes the equipment from the grounds, the School District shall notify the City, in advance, and shall give the City the option to purchase the equipment for \$1.00.

3. The School District agrees not to sell the grounds adjacent to the Falcon Heights Elementary School to any other party within ten years from the date of this Agreement without giving the City the right of first refusal to purchase said property and further agrees to explore with the City an arrangement whereby the City could acquire all or part of the grounds to be used for permanent park purposes.

CITY OF FALCON HEIGHTS

By \_\_\_\_\_  
Its \_\_\_\_\_

INDEPENDENT SCHOOL DISTRICT  
NO. 623

By \_\_\_\_\_  
Its \_\_\_\_\_