

CITY OF FALCON HEIGHTS
AGENDA
AUGUST 24, 1988

* VW - raise chair

* Sept 1 - Dist 12

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

B. ROLL CALL: P. CHENOWETH WALLIN BUSH CIERNIA
BALDWIN WIESSNER S. CHENOWETH ATTORNEY ENGINEER _____

C. APPROVAL OF MINUTES OF AUGUST 10, 1988:

D. PUBLIC HEARINGS:

1. 7:15 P.M. - Hearing on Conditional Use Request from Chico Ferdowski to Operate a Pool Hall in a B-2 District

ACTION: _____

2. 8:00 P.M. - Hearing on Delinquent Utility Charges

ACTION: _____

E. CONSENT AGENDA:

* Addendum →

1. Disbursements

a. General Disbursements through 8/24/88 \$74,933.39
Sinking Funds \$128,637.64

b. Payroll 8/1/88 - 8/15/88, \$10,894.18.

c. Statement from Dahlgren, Shardlow & Uban through 7/31/88,
\$1,218.50.

d. Statement from Maier, Stewart & Associates through 7/23/88,
\$4,143.42.

e. Statement from Jensen, Hicken, Gedde & Soucie for July, 1988
\$2,471.17.

2. Commission Minutes

a. Solid Waste Commission Minutes of August 3, 1988.

3. Licenses

4. Sheriff's Report for July, 1988

W * Send memo to Council Chair *W*: Reminds that Council ^{Members} ~~Chair~~ shouldn't
ACTION: *call consultants directly,*
** Letter to consultants ~~W~~: Concentrations must have approval of or they*
won't be paid.

F. REPORTS, REQUESTS AND RECOMMENDATIONS:

1. Consider a New Structure For Community Cable Access

ACTION: Delay → Sept. 14 Mtg. / TB + GN

2. Discuss City Participation in Roseville/Falcon Heights Chamber of Commerce Community Profile

ACTION: _____

√3. Reschedule August 31st Budget Workshop

ACTION: _____

G. ANNOUNCEMENTS AND UPDATES:

H. ADJOURNMENT:

ACTION: _____

MINUTES
REGULAR CITY COUNCIL MEETING
AUGUST 10, 1988

Baldwin called the meeting to order at 7:00 P.M.

ALL MEMBERS PRESENT

Wallin, Bush, Cernia, P. Chenoweth, and Baldwin. Also present were Maurer and S. Chenoweth.

CONSENT AGENDA APPROVED

Council approved the following consent agenda as presented:

1. Fire/Rescue Reports
2. Disbursements
 - a. General Disbursements through August 10, 1988, \$45,611.72
 - b. Payroll 7/16/88 - 7/31/88, \$8,672.41
3. Commission Minutes
 - a. Park & Recreation Minutes of July 11, 1988
 - b. Solid Waste commission Minutes of July 20, 1988
 - c. Planning Commission Minutes of August 1, 1988
4. Appointment of Joseph Olson to Fire Department
5. Licenses
6. Appointment of Michael Haglund to Solid Waste Commission

FEASIBILITY STUDY ON SIGNALIZATION AT LARPENTEUR/PRIOR/GORTNER

y Baldwin presented background on the previous meetings over the last two and a half years with Hewlett Packard, and the University of Minnesota regarding the traffic hazards at the intersection of Larpenteur/Prior/Gortner, and the fact that the University is ~~so~~^{to} opposed the use of any test plot area for realignment of Gortner and Prior. Council reviewed the feasibility study prepared by Ramsey County (a copy of which is on file in the clerk's office) and discussed the possible options given in that study.

In reply to an inquiry from Council members regarding whether or not the University of Minnesota had developed alternate plans as they had suggested might be done, ORLYN MILLER, UNIVERSITY OF MINNESOTA PLANNING, replied that they had prepared no specific plans, but they wanted to improve access from all areas. Baldwin commented on the fact that the University has been considering closing Buford at Cleveland which would add another 1,600 vehicles per day entering and exiting from the remaining open streets. Miller was of the opinion that at least half of the vehicles would funnel to the south not to Gortner. Baldwin stated that any of these proposed changes would impact the City's decision and he was very concerned regarding future University plans which might affect the intersection at Gortner and Larpenteur.

DAN SOLER, RAMSEY COUNTY, Project Engineer for the proposed improvement, indicated he had not heard of the Buford closing, but if so, it would certainly impact the use of Gortner. He explained that a signal is warranted at Gortner at the present time; however, a signal at Prior would not be warranted and the County could not participate in the cost of signalization at Prior and Larpenteur. Miller informed Council that coordinated signalization at Prior/Larpenteur and Gortner/Larpenteur would be most acceptable to the University.

? * JOE MICHAELS, representing St. Anthony Park District 12, stated they are working with the University on a transit project and that a report written in 1978 recommended Carter, Buford and Gortner be closed. Gortner would then be replaced and realigned with another access going through the University field test plots. He felt City Officials should be aware of this 1978 ewpoer.

DON HAMILTON, HEWLETT PACKARD, commented on the many years that they have participated in discussions to solve the safety problem, and explained that their firm is sales oriented and they would be opposed to any plan requiring the closing of their driveway access.

In response to an inquiry from Chenoweth, asking whether or not any written report had been prepared on the University's stand on the situation, Miller explained that there is no written report, however, it has been reviewed by advisory committees and presented to Central Administration who approved the Committees' position. Ciernia felt that it was prudent to obtain a written response from the University and information on future plans prior to Council making any final decisions.

COUNCIL APPROVES FEASIBILITY STUDY THROUGH ALTERNATE 3

? ← Ciernia moved approval of the Larpenteur/Gortner/Prior Feasibility Study stipulating that Ramsey County's recommended Alternate No. 3 is also considered the Council's best solution and that solution will be pursued. Motion carried unanimously. Council then directed Wiessner to contact Harvey Turner, University of Minnesota, to obtain a formal response, and to meet with him and discuss the situation. Wiessner is also to request any information on the University's long range plans. The matter will be discussed further at the August 24, 1988 meeting.

STATUS REPORT ON HAMLINE ALLEY (SOUTH OF LARPEN TEUR RUNNING FROM ALBERT TO HAMLINE)

Baldwin explained that he had been contacted by several neighbors abutting the alley expressing concern that the tar did not set up after the sealcoating and disappointment in the general appearance of the alley following reconstruction in 1986. Maurer reviewed his letter of August 4, 1988, (a copy of which is on file in the clerk's office) explaining that in his opinion, it was economically impossible to tear up the alley and start over and that the corrective action taken provides the best overall solution to the problem.

MINUTES
AUGUST 10, 1988
PAGE 3

APPOINTMENT OF ELECTION JUDGES FOR THE SEPTEMBER 13TH PRIMARY
AND THE NOVEMBER 8TH GENERAL ELECTION

Wallin moved to accept the election judge roster as presented,
which Council approved unanimously.

DISCUSSION OF PUBLIC HEARING PROCESS

Baldwin explained that some discussion had been held regarding public hearings being held by the Planning Commission (hearings are presently held by the Council). He felt some advantages of having the hearings before the Planning Commission are, (1) it is a nine member Commission which would produce more varied ideas, and (2) the Council hearings are quite often in the middle of a long agenda where time is limited, and then is expected to make a final decision after having just heard the issues. If the Planning Commission conducts the hearing and sets forth conditions, the Council would have Planning Commission minutes for review and in that way make a more informed decision.

DAVID BLACK, CHAIRMAN OF THE PLANNING COMMISSION, stated he is generally in favor of holding the public hearings at the Planning Commission level, however the Commission wants time to talk it through and set guidelines. He felt it was important that affected property owners be heard by the Planning Commission in order that the Commission can make reasonable decisions and set proper conditions. The Planning Commission will discuss the procedure at a future meeting.

ADJOURNMENT

The meeting was adjourned at 8:35 P.M.

Tom Baldwin, Mayor

ATTEST:

Shirley Chenoweth, Clerk

August 23, 1988

Addendum to Consent Agenda for August 24, 1988

E. (2b) Planning Commission Minutes of August 22, 1988

MINUTES
SPECIAL MEETING OF FALCON HEIGHTS
PLANNING COMMISSION
AUGUST 22, 1988

Chairman Black called the meeting to order at 7:30 P.M.

Black, Barry, Daykin, Carroll, Grittner, Finegan and Nestingen. Also present was Council Liaison Wallin, and Planner Malloy.

Duncan and Boche.

Black reviewed the meeting procedures, conditional use request from Chico Ferdowski, (Neon Alley), 1550 West Larpenteur Avenue, and requested clarification in fire codes from Fire Marshal Iverson. Mr. Iverson reviewed his August 19, 1988 letter (a copy of which is on file in the office of the Administrator) which indicated that the proposed business is a change of occupancy which does not meet the current building code. He reviewed in detail the interpretation of the current building code and how the building could be remodeled.

Chico Ferdowski, Neon Alley, 1550 West Larpenteur, informed the Planning Commission that he intended to increase his rental space to 2,300 square feet, have a maximum of 15 pool tables, reviewed his reasons for requesting the hours of operation and indicated he was willing to work with the neighborhood and cooperate in any way he can.

Mohsen Mirzai, business partner in the Neon Alley, advised that the business will not be a dark/dingy pool hall but will be a different pool hall concept-- a meeting place for the neighborhood. It will have a clean/safe concept; it will be closely monitored with close circuit televisions; it will have on-premises security guards. There will be chess and backgammon tables for those who wish other entertainment other than pool along with approximately five arcade games. Neon lighting will adorn the walls, which will be for sale.

Daniel Kordiak, Building Manager, advised that they will be gutting the second floor down to the concrete outside walls and would be willing to install whatever is necessary to meet fire and uniform building codes.

Mirzai indicated that in creating the new image they will be attracting all age groups. During the day they hope to attract retired persons, 16-20 year olds during early evening hours with the older age group attracted in the evening. He supports being drug free and no drinking. This is his first entry into this type of business but did review his involvement in a pool hall establishment in his own neighborhood.

Richard and Jan Talbot, 1530 West Idaho, reviewed several problems they encountered when a previous business of this type was located in the area. They included: loitering, high intensity lighting in the parking lot infringing into his home, problems with hours of operation and clientele, noise, obscenities in the parking lot and security fears. He requested specific conditions be placed on the approval of the conditional use request to alleviate some of these problems.

Susan McAllister, 1513 West California, indicated that that the proposed business would be a meeting place for young people, which previously caused all the problems, was concerned with traffic, parking, noise, trash, deterioration of the neighborhood, extra police protection being needed (which will have to be paid for by taxpayers), drug influence and when a petition was circulated in the neighborhood opposing such business it showed almost 100% opposition.

Lorelei Fritsche, 1512 West California, commented that the previous referred to items were no exaggeration. She is specifically concerned with safety for the neighborhood. Several times she called the police when she encountered problems so she would like a stipulation on the use of the back parking lot.

Ed Sarnoski, 1507 West California, requested more consistency with the value of the neighborhood—wants to be assured that there is no drug abuse and a no open bottle policy, have the hours of operation limited, security guards patrolling the inside and supervise the back parking lot after dark, and insure that the neighborhood will have additional input during a review process to determine whether conditions have or have not been met.

After further discussion, Finegan moved, seconded by Nestingen, approval of the conditional use permit with the following recommendations to the City Council:

1. Require uniformed ^{off-duty officer} security guard from 10:00 P.M. until ^{1/2 hr after} close.
2. Maximum hours of operation: 9:00 A.M. until 12:00 Midnight Weekdays, and from 9:00 A.M. until 1:00 A.M. Friday and Saturday.
3. Require ~~Posted restrictions to use front and side lot parking lots, as well as a non-entrance back door from outside after 8:00 P.M.~~ ^{on 7 parking lots provide} ~~Back door from outside after 8:00 P.M.~~ ^{will be in front}
4. First review period be six months, next review period at one year with additional review periods set as needed.
5. Conditional use shall be granted to the applicant. ^{no less than} ^{→ bldg. owner}
6. Require ^{no less than} the present level of illumination in the rear parking lot, be maintained.
7. No alcohol including 3/2 beer or wine shall be sold or consumed on the premises and no use ^{or possession} of any controlled substances without a prescription shall be allowed.
8. Approval of conditional use permit is predicated upon approval by Fire Marshal and Building Inspector
9. Signs must follow city ordinances.

working is confusing?

TG→

all city, state, fed laws must be followed

Upon a vote being taken, the conditional use permit was approved unanimously.

Barry moved, seconded by Black to adjourn the meeting at 10:16 P.M. Motion carried unanimously.

SPECIAL PLANNING COMMISSION MEETING
AUGUST 22, 1988
PAGE 3

Submitted by:

Katherine J. Zimmerman

APPROVED: September 5, 1988

Edgar Finegan, Secretary



CITY OF
FALCON HEIGHTS

2077 W. LARPEUR AVENUE FALCON HEIGHTS, MN 55113-5594 PHONE 612-644-5050

August 19, 1988

TO: City of Falcon Heights Planning Commission

FROM: Dick Larson, Falcon Heights Building Inspector, and
Terry Iverson, Falcon Heights Fire Marshal

RE: New business to be located at 1550 Larpenteur, 2nd floor, zoned B-2
retail. Name of business "Neon Alley"

Recently it has been brought to our attention there may be some confusion relating to a proposed business to be located at 1550 Larpenteur, 2nd floor of Northome Shopping Center which is zoned B-2 retail. We feel this memo will clarify any questions regarding this proposed occupancy.

On 8-18-88 we contacted Duane Grace, Minnesota State Building Code Consultant and asked for an interpretation of the current building code regarding the matter of the "Neon Alley" to be located on a second floor of a type 2-N building. We also mentioned this business was in a B-2 occupancy, although the proposed business may be marginal as to an assembly interpretation. Mr. Grace interprets the building code in this situation that the "Neon Alley" would be an A-3 assembly occupancy, even though the rest of the building is determined B-2, the pool hall area would be an assembly occupancy.

Therefore using the current Minnesota building code the "Neon Alley" would be in violation if located on the 2nd floor of this type 2-N building (see attached excerpts of current building code). Mr. Grace suggested the building could be remodeled to meet type 2 building code requirements by adding one hour walls extending to all bar joists at the ceiling and solid core doors with self closers with a (20) minute rating in corridors. This also would allow the proposed business to occupy the 2nd floor with an occupant load of (50), taking into account (10) proposed pool tables and assorted games.

In conclusion, even though the shopping center is zoned B-2, the proposed "Neon Alley" would have to conform to assembly requirements per the current building code. An assembly cannot be located on the 2nd floor of a type 2-N building. The building could be remodeled to a type 2 occupancy by installing one hour walls to ceiling bar joists and solid core 20 minute doors with self closers. If remodeling is considered, plans should be submitted for prior approval.

We hope this will clarify this issue and we apologize for any confusion between the first memo and this one. We felt after gaining access and actually looking at the construction of this building and determining that "Neon Alley" would be considered an assembly, that we also wanted to get a proper interpretation of the current Minnesota uniform building code by a building code consultant.

A-3

9 EXISTING ASSEMBLY OCCUPANCIES

(See also Chapter 31.)

Assembly occupancies include, but are not limited to, all buildings or portions of buildings used for gathering together 50 or more people for such purposes as deliberation, worship, entertainment, eating, drinking, amusement, or awaiting transportation. Assembly occupancies include, but are not limited to:

- Theaters
- Motion picture theaters
- Assembly halls
- Auditoriums
- Exhibition halls
- Museums
- Skating rinks
- Gymnasiums
- Boating establishments
- Pool rooms
- Armories
- Chapels
- Libraries
- Restaurants
- Nightclubs
- Discotheques
- Churches

- Dance halls
- Club rooms
- Passenger stations and terminals of air, surface, underground, and marine public transportation facilities. (If the jurisdiction enforcing the Code has adopted NFPA 130, *Standard for Fixed Guideway Transit Systems*,¹ there are some situations where transit stations would come under NFPA 130 rather than this Code. See NFPA 130 for additional details.)
- Recreation piers
- Courtrooms
- Conference rooms
- Drinking establishments

Also note that 11-1.1.3 requires university and college classrooms having a capacity of 50 or more persons to comply with the assembly occupancy chapters' requirements.

Assembly occupancies with an occupant load of less than 50 are considered incidental to the predominate occupancy in which they are located. For example, a small conference room in an office area is considered part of the overall business occupancy. If it is freestanding, such as a small diner, normally a mercantile occupancy classification is assigned. In either case, the occupant load factors of 9-1.6 are used since it is still an assembly use.

Chapter 31 specifies the life safety requirements for the operation of assembly occupancies.

* restrict young kids
at certain hours

Comparison w/ Roc-A-Telles

all coin operated shop

teen-age sup.

size -

clientele 12-18 yrs. old

layout of space

unsup. access to back pkg lot

ge forfeit to vending machines

no coin op. fac.

with exception of...

* 1 of owners on premise
at all times

2300 ft.

18-21 is target mkt.
cgn + drink

→ will be discouraged

gladly agree

- w/ cond. to restrict
no entry after 8pm

* Different concept → not a pool hall

hours of operation - reg 1 AM on weekdays

Request 1 pm

Disc. of Conditions (See Pl. Comm. Minutes)

1) at Council's discretion ^{and} ^{policy} ~~* reg of duty from 10pm → 1/2 hr after closing~~ ^{Requires adequate} ^{supervision} ^{→ 1/2 hr aft clsg.} ^{may stop}

2) Hours → as in rec.

3) could be made later (w/ public hearing)

3) Back door not be used as entrance after 7pm

4) Review of ~~Contract~~ Conditions

→ no public hearing

→ by council (?)

5) Bldg owner No

6) Present level of illumination be maint - as rec.

7) Maroon No alc. as rec

8) Not rec.

10) Mgmt will see
all necess. action to

9) No rec.

Other (6.81) Post exterior No loitering and Bldg. owner

2) No empl. have ~~absent~~ ^{absent when committee full or with some} ^{convicted} ^{punish and} ^{confined} ^{relatives} ^{gentling} ^{or} ^{felony} ^{in last 5 years.}
No person shall be employed who has been convicted of

3) No intro. no disord cond occurs need for police int minimized
Area will be free of obstructions ^{no obstructions} ^{blocking} ^{view} ^{of} ^{entrance} ^{of} ^{attendees.}

4) No parking signs after 8pm
5) Left turn ^{sign} be posted exit of parking lot

6) Employees ^{two} people at all times after 5 pm.

7) Min of two attendants in duty

Consent _____

Policy _____

Agenda Item: D-1

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

7:15 Public Hearing on conditional use request to operate a pool hall in a B-2 district

SUBMITTED BY:

Chico Ferdowski and owner/agent Daniel Kordiak of Northome Shopping Center.

REVIEWED BY:

Planning Commission

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Mr. Ferdowski, the prospective proprietor, and Daniel Kordiak, representing Northome Shopping Center, have applied for a conditional use to allow Mr. Ferdowski to operate a pool hall in the Northome Shopping Center, S.E. corner of Larpenteur and Snelling.

Attachments:

- (a) Conditional use request
- (b) Copy of Section 9-10.01 subd 2 of the Code
- (c) Copy of Ordinance 0-88-6
- (d) Copy of Ordinance 0-88-10 relating to conditional use permits
- (e) Information on proposed operation of the business
- (f) Fire Marshal's Report
- (g) Report dated 8/9/88 from Planner Richard Dwinell
- (h) Neighborhood Petition

ACTION REQUESTED:

Planning Commission's Recommendation will be provided following their August 22nd meeting.



8-24-88 - Public Hearing

TB → Intro. to Cond'l Uses

* Addendum distributed with additional names to petition

* Shift Change

* Review tape of this part

~~Comments on...~~
~~...~~

G. Wallis

Commend KZ for minutes

- 3 legal.

G. Clarifying Conditions - legal

TG Cond. use not reviewed unless conditions violated

~~Comments on...~~
~~...~~

Add'l Conditions

1) post No Loitering signs
+ Reg. Bldg. owner to police area

2) reg. attendants - no convictions

3) reg. no customers who are intoxicated & on premises

reg. to minimize police interventions

Pub Hg.

A. Richard Talbot

how would we handle enforcement → speeding in ne. neighborhoods

Mark Kusacki

probs. after 10 pm

* request that pool hall close at 10 pm (7 days/week)

David Wickum

large amt. of foot traffic, gathering at park
since Roc. A. Dallas gone - gone 80-90%

use

- use of alcohol
- illicit drugs
- * No lighting in park
- * Need to post signs, better lighting
- + more patrolling
- + remove hockey masks → concern about effect of "crying wolf"

Wm. Fritze

* Concerned w/ 8 pm time limit on parking lot

lots of bad stuff reported to police

Police response has been great

Dana Glantz?

* Request that area be open → 1 1/2 wds

* Uniform std. of lighting

* Conditions in background of security guards

* Engineer (?)

* Request left turn only

VW Chick
Bowling Alley
schedule of leagues
11-15-88
17-18-88
19-20-88
21-22-88
23-24-88
25-26-88
27-28-88
29-30-88
31-88

enda Item: D-1

eting Date: 8/24/88

Faded typed text, mostly illegible.

ate a pool
Home Shopping
enting
w Mr.
E. corner

8-22-88

Pl. Comm

Based on UBCode, when used as Assembly Type operation, must be
CF - will be renting more space 2300 sq feet
15 tables x 2

* Also Chess & backgammon, willing to have sec. guards
Sitting Areas
maj until 9 pm, no
10-15 people til 7pm
30-50 7-10
10-15 12-13 am

Cont. on back of Mtg.
Hand-Out

City of Falcon Heights

2077 W. Larpenteur Avenue
Falcon Heights, Minn. 55113

(a)
Receipt
6090

TO THE ZONING ADMINISTRATOR, FALCON HEIGHTS:

9-10.01
Subd 2
as amended
by Ordinance
88-6

I-We hereby apply for (a) Rezoning-Variance Conditional Use
Sub-Division - Platting

The subject real estate is located at

(Street Address) 1550 West Larpenteur

Legal Description: Lot , Block

Tract B, Re. Land Survey No. 94
County of Ramsey

This application is made for the following reasons:

To operate a pool hall in the Northome Shopping Center, SE
corner of Larpenteur/Snellings. (B-2 zone)

Attached hereto is the applicable fee in the amount of: \$20.00

Rezoning Application

Variance

Conditional Use

Sub-Dividing

Platting

Chico
Larpenteur

Shijid D.
Daniel G. Kordak 7-20-88
Applicant 379-8019 Date

Applicant's interest in the above described real estate is

Diane F
Daniel G. Kordak attorney for applicant 1-776-9819

NOTE: Applicant must file conditional use with Ramsey County if granted.

W# 572-3730

h

- aa. Pipe and tobacco shop.
- bb. Record shop.
- cc. Restaurant, cafe, tea room, tavern.
- dd. Shoe sales and repair.
- ee. Sporting goods stores.
- ff. Variety store.
- gg. Wearing apparel shop.
- hh. Picture framing.
- ii. Radio, television and electronic equipment supply and repair.
- jj. Beauty Shop
- kk. Barber Shop
- ll. Tanning Studio
- mm. Video Rental Shop
- nn. Packaging and office supplies
- oo. Printing or duplicating services provided that no more than six (6) employees are employed on premises at any one time.
- pp. Multiple dwellings as permitted and regulated in an "R" District.
- qq. Business or trade school when conducted entirely within a building.
- rr. Diaper and hand laundry service, dry cleaning plant, provided not more than six (6) persons are employed on the premises at any one time.
- ss. Electrical service, heating, plumbing, appliance or air conditioning service shop, provided that no more than six (6) persons are employed in repair or processing.
- tt. Garden supply store provided it is conducted entirely within an enclosed structure.
- uu. Newspaper and publishing office
- vv. Pet shop provided the operation shall not include the boarding of pets on the site, the maintaining of pens or cages outside of the building or the operating so as to cause an offensive odor or noise.
- ww. Photographic supplies and processing of film and prints
- xx. Seat cover, upholstery or drapery shop
- yy. Television and radio stations
- zz. Wholesale distribution, wholesale office and show rooms

Subdivision 2. Conditional Uses. No structure or land shall be used for the following uses except by conditional use permit.

- a. Motor fuel stations subject to the performance standards as specified in Section 9-14 (14) of this Code.
- b. Drive-in establishments subject to the performance standards Section 9-14 (17) of this Code.

- Retail Liquor*
- c. ~~These uses permitted in Subdivision 1 of Section 9-9.01.~~
- d. Broadcast and telecommunications transmission tower facilities.
- e. Advertising signs.
- f. Commercial auto repair and used car sales.
- g. Boat and marine sales when conducted entirely within a building.
- h. Building material yard, provided it is conducted entirely within an enclosed structure.
- i. Car wash establishments.
- j. Commercial greenhouse provided all outside storage is fenced in such a manner so as to screen the stored material from view when observed from the public street and adjacent residential areas.
- k. Hotels, motor hotels and motels, provided the site shall contain not less than six hundred (600) square feet of lot area per unit.
- l. Optical and jewelry manufacturing.
- m. Armories, convention halls, sports arenas and stadiums, bowling gymnasiums, Y.M.C.A., Y.W.C.A., night clubs.
- n. Veterinarian offices and small animal hospitals provided there shall be no boarding of animals, except for hospitalization, on the site nor the placement of cages or pens outside of the building.
- o. *Billiard or Pool Hall*
- Other retail uses of a similar nature may be added to the above list of conditional uses upon request and approval by the Planning Commission and the Council.

Subdivision 3. Permitted Accessory Uses. Any use permitted in Part 8 Subdivision 2 and as regulated therein. The following additional uses shall also be permitted accessory uses.

- a. Accessory structures other than private garages as regulated herein. The design and placement of the accessory buildings must be approved by the City Council as being in harmony with the surrounding business district after review and recommendation by the Planning Commission.

No. 0-88-6

CITY OF FALCON HEIGHTS
ORDINANCE

Date April 13, 1988

AN ORDINANCE RELATING TO CONDITIONAL USES IN THE B-2, RETAIL
BUSINESS DISTRICT, AMENDING SECTION 9-10.01 OF THE MUNICIPAL CODE

The City Council of the City of Falcon Heights does ordain as follows:

That 9-10.01, Subd. 2(C) of the City's Zoning Code be amended to
read as follows:

- Subd. 1. c. Retail Liquor Store
- z. Billard or Pool Hall

Moved by Wallin

Approved by Tom Balaban
Mayor

April 13, 1988
Date

Yeas

Nays

- BALDWIN
- CIERNIA
- PHENOWETH
- ALLIN
- BUSH

5 in Favor

0 Against

Attested by Mark L. Wilson
Clerk Administrator

April 13, 1988
Date

Adopted by Council April 13, 1988

8

CITY OF FALCON HEIGHTS

ORDINANCE NO. 88-10

AN ORDINANCE AMENDING CHAPTER NINE

OF THE CODE OF THE CITY OF FALCON HEIGHTS

THE COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

SECTION 1. Chapter Nine, Part 9-15.04 is amended to read as follows:

9-15.04 Conditional Use Permits.

Subdivision 1. Purpose and Public Policy. Conditional uses are those uses authorized by this Chapter which require special planning consideration due to traffic circulation and access needs or impacts, operational characteristics, proximity to other similar uses, impact on neighboring property, etc., and which therefore need special conditions imposed to establish or control these factors in order to protect the public health, safety and welfare and to assure compliance and harmony with the Comprehensive Plan of the City. In the enactment of this Chapter, the City recognizes that there are certain uses which, because of their characteristics, limited number, or unique character, cannot be classified into any particular district or districts without providing for such districts extensive regulatory provisions herein. It is also recognized that there may be uses that are not provided for in this Chapter. Certain uses, while generally not suitable in a particular zoning district, may, under some circumstances and conditions be suitable. Unless otherwise specifically provided when issued, a conditional use permit shall apply to the use and land and not to a particular person or firm; any change in land ownership, lease, rental, occupancy or similar change shall not affect the permit or its conditions except as may be specifically authorized and required by the City.

- a. Situations for Issuing: Conditional Use Permits may be issued for any of the following:

- (1) Any of the uses or purposes for which such permits are required or permitted by the provisions of this Chapter.
- (2) Public utility or public service uses or public buildings in any district when found to be necessary for the public health, safety, convenience or welfare.
- (3) To classify as a conforming use any non-conforming institutional use existing in any district at the time of the establishment of such district.
- (4) To permit the location of any of the following uses in a district from which they are excluded by the provisions of this Ordinance: library, community center, church, hospital, any institution of an educational, philanthropic or charitable nature, cemetery or mausoleum.

Subdivision 2. Application. Any owner of property, or a person, firm, association or corporation holding a contract to purchase property, or an optionee holding an option conditioned solely on the grant of a conditional use permit, or the duly authorized agent of such applicant, may make application for a conditional use permit; however, any proceedings to classify certain uses as conforming uses may be initiated either by such application or by the City Council or by the City Planning Commission. The application shall be made on forms prepared by the zoning administrator, and filed with him. The application shall contain the section number of the Chapter which permits the issuance of the permit, a brief statement describing the use and why the applicant feels that it can be permitted, a statement of the ownership interest in the property of the applicant, as well as the additional information required below. An application for a conditional use permit shall be accompanied by payment of a fee as set from time to time by the City Council in addition to the regular building permit fee, if any.

- a. Additional Information. A Site Plan and supplementary graphic or written material shall be provided with the application, containing the following information and/or such additional or lesser information as may be required by the zoning administrator:

- (1) Name, address, and legal description of project/development.
- (2) Location map, showing zoning district boundaries including area within one-half mile of the site.
- (3) Name and mailing address of developer/owner and engineer/architect.
- (4) Date of plan preparation.
- (5) Scale and a north point indicator.
- (6) Boundary line of property with their dimensions.
- (7) Location, identification and dimensions of existing and proposed:
 - a. Topographic contours of minimum intervals of two feet.
 - b. Adjacent streets and on-street right-of-way.
 - c. On-site streets and street right-of-way.
 - d. All utility and utility right-of-way easements.
 - e. Lighting plan, showing the lighting of parking areas, walks, security lights and driveway entrance lights.
 - f. Building and structures, including:
 - (1) Elevation drawings of all proposed buildings and structures with dimensions.
 - (2) Elevation, height above mean sea level of all floors and roofs, when structure is sited in an area prone to flooding as determined by the City Engineer.
 - (3) Gross square footage of existing and proposed buildings and structures.
 - (4) Exterior finish materials.

(5) Type of business, proposed number of employees, and times of operations.

- g. All parking facilities.
 - h. Water bodies and drainage ditches.
 - i. Fences and retaining walls.
 - j. Landscape plan, showing size and species of each planting.
 - k. On and off site traffic flow.
 - l. Parking plan.
- (8) Site statistics including square footage, percentage of coverage, dwelling unit density, and percentage of park or open space.
- (9) Names and addresses of the owners of all property abutting the subject property, as contained in the current real estate tax rolls, including property located across the street, avenue or alley from the subject property.

Subdivision 3. Hearing: The City Council or Planning Commission shall hold a public hearing within thirty (30) days of the date of filing the application, or at the next regularly scheduled meeting after said thirty (30) days, after publishing notice of such hearing in the official newspaper and sending mailed notice to those listed in the application as abutting property owners at least ten (10) days prior to the date of the hearing.

a. General and Special Requirements: The Planning Commission and/or Council shall consider to what extent the applicant's plan minimizes possible adverse effects of the proposed conditional use, what modifications to the plan and what conditions on approval could further minimize the adverse effects of the proposed use. The following development standards shall be considered general requirements for all conditional use permits except as hereinafter provided:

- (1) The land area and setback requirements of the property containing such a use or activity

meet the minimums established for the district.

- (2) When abutting a residential use, the property shall be screened and landscaped.
- (3) Where applicable, all City, county, state and federal laws, regulations and ordinances shall be complied with and all necessary permits secured.
- (4) Signs shall not adversely impact adjoining or surrounding residential uses.
- (5) Adequate off-road parking and loading shall be provided. Such parking and loading shall be screened and landscaped from abutting residential uses.
- (6) The road serving the use or activity must be of sufficient design to accommodate the proposed use or activity, and such use or activity shall not generate such additional extra traffic as to create a nuisance or hazard to existing traffic or to surrounding land use.
- (7) All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and drainage.
- (8) All open and outdoor storage, sales and service areas shall be screened from view from public streets and from abutting residential uses or districts.
- (9) All lighting shall be designed to prevent any direct source of light being visible from adjacent residential areas or from the public streets.
- (10) The use or activity shall be properly drained to control surface water runoff.
- (11) The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence.

(12) The proposed water, sewer and other utilities shall be capable of accommodating the proposed use.

(13) That the proposed use conforms to the comprehensive municipal plan. Such a finding should be based upon the following considerations:

(a) That certain uses may not be considered appropriate within the interior of residential neighborhoods because of noise, traffic, or other conditions that would tend to affect adversely the residential character of the neighborhood and possibly reduce property values. These uses are considered appropriate only on the periphery of residential neighborhoods, or under such conditions as the Planning Commission may deem proper. The uses may represent "buffer" uses for those areas lying between single family dwellings and non-residential uses.

(b) That certain uses are considered, as a rule, unsuitable in Business Districts because of inherent business characteristics (e.g. traffic, noise, glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses;

(c) That certain uses are considered generally unsuitable in Industrial Districts, because of conditions that would tend to discourage other industrial development in the vicinity. These conditions include noise, vibrations, dust, glare, unsightliness or similar nuisances. Certain other industrial land uses are considered generally inappropriate because they represent under-utilization of land. This, in turn, means a low tax return from land that under fuller development would be contributing needed revenue to the community's tax base. Such uses, however, may be considered as temporary uses;

- (d) That certain temporary uses that are generally not suitable within a particular zoning district are potentially suitable on a temporary basis. This may be due to the lack of development on existing property, to a short-term need (such as highway construction), or to a limited degree of adverse effects, upon adjacent land use.

These standards shall be strictly applied unless it is found in the particular case that the community safety, health and welfare can as well or better be served by modifying them. Any special requirements applicable to the particular case which are imposed elsewhere in this chapter shall be met in each case.

When applications are reviewed by the Planning Commission but acted upon by the City Council the Planning Commission shall recommend to the City Council whatever action it deems advisable, including all recommended conditions on the granting of the conditional use permit.

Subdivision 4. Action: In acting upon applications for conditional use permits, the Planning Commission or City Council shall consider the effect of the proposed use upon the health, safety, morals, comfort, convenience and welfare of the occupants of the surrounding lands, existing and anticipated traffic conditions, including parking facilities on adjacent sites. When applications are reviewed by the Planning Commission but acted upon by the City Council the City Council may hold whatever public hearings it deems advisable or may return the application to the Planning Commission for further consideration.

- (a) Approval: If it is determined that the general and special requirements of this chapter will be satisfied by applicant's plan, the City may grant such permit and may impose conditions relating to the general and special requirements in each case, including durational conditions.
- (b) Denial: Conditional use permits may be denied by resolution. Such resolution shall state the reasons for denial, but may incorporate by reference the minutes and recommendations of the Planning Commission,

staff reports, hearing testimony and any other material relevant to the decision.

Subdivision 5. Termination: If compliance with all of the conditions of the conditional use permit have not taken place within the time prescribed by the City, the permit is deemed terminated, unless the Council, in its sole discretion, extends the time for compliance for an additional period not to exceed one year. Any violation of a continuing condition shall be grounds for revocation of the conditional use permit, after notice of violation served upon the permit holder in the manner of a civil summons at least 10 days prior to hearing, and upon the Council finding at the revocation hearing that the condition violated remains necessary to carry out the purposes of this section and that the permit holder is unable or unwilling to satisfy the condition. Such finding shall be made by majority vote, upon the preponderance of the evidence presented by the Zoning Administrator and anyone appearing on behalf of the permit holder.

Subdivision 6. Performance Bond: The City may require a performance bond or other security, in form approved by the City Attorney, to guarantee performance of the conditions in any case where such performance is not otherwise guaranteed. Such security shall be provided prior to the issuance of building permits or initiation of work on the proposed improvements or development and shall be in an amount 1.25 times the approved estimated costs of labor and materials for the proposed improvements or development.

SECTION 2. This ordinance, passed this 11th day of May, 1988, shall become effective on the day following its publication.

Tom Balline
Mayor

ATTEST:

Janet K. Wiesner
Clerk-Administrator

Date of Publication: _____

Moved by Councilmember Wallin

YEAS NAYS

BALDWIN

CIERNIA

Absent CHENOWETH

4 in Favor

(e)

To: Planning Commission
From: Chico Ferdowski
Date: August 3, 1988

Neon Alley
1550 West Larpenteur Avenue
Falcon Heights, Minnesota

Proposals

1. Security.
Off-duty officers shall be hired if necessary for patrolling the Neon Alley premises and/or the parking lot.

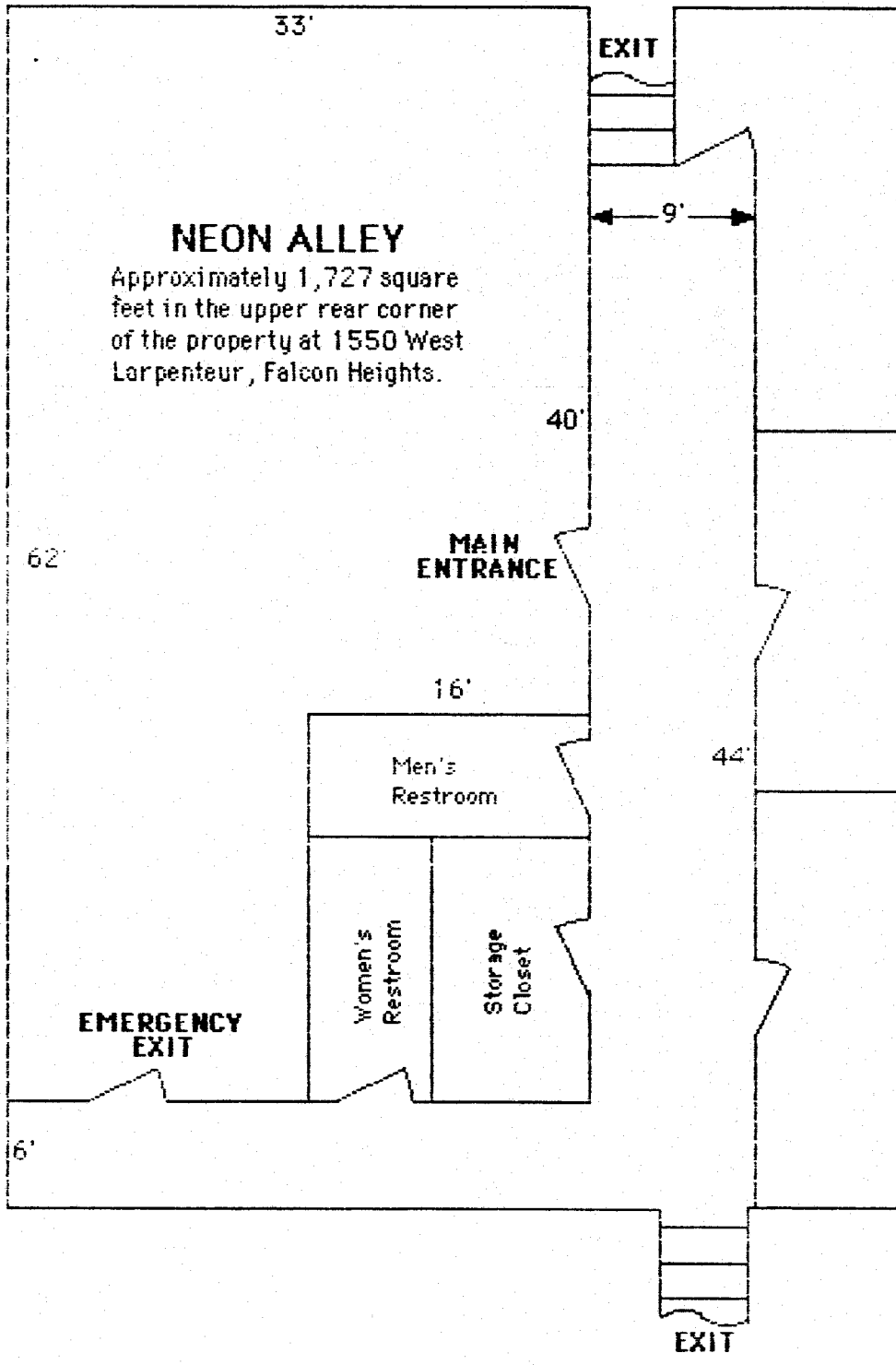
2. Hours of operation.

Sunday	noon to 1:00 A.M.
Monday through Thursday	noon to 2:00 A.M.
Friday and Saturday	noon to 3:00 A.M.

3. Anticipated equipment.
 - Ten to twelve pool tables
 - Two dart boards
 - Two arcade games
 - One pop machine
 - One candy machine
 - One cigarette machine

Neon Alley shall hang signs and posters on the premises to support the Drug-Free Generation.

Neon Alley shall have neon artwork as its decor.



Neon Alley
1550 Larpenteur Avenue
Falcon Heights, Minnesota

Adequate parking spaces are provided in front of and behind the building to handle customers and employees of the shopping center.

Neon Alley will be located on the **second floor of the shopping center**. A Karate Center and some vacant space are located across the hall. This vacant space may be rented by Neon Alley if the business grows sufficiently.

The Neon Alley staff shall consist of Chico Ferdowski (owner), one manager, and two part-time employees.

OWNERSHIP

Shojaeddin "Chico" Ferdowski, Owner
835 Kingston Avenue
Maplewood, Minnesota 55117
Home: 776-9819
Work: 572-3730
Social Security #468-68-6988
Minnesota Resident since 1973
U.S. Citizen since 1980
Homeowner

The owner has had much experience in public relations and dealing with young people, as well as an extensive management background. The bartending positions while attending school also provided much experience with the public.

Employment History

1984 to Present	Manager Axman Surplus 2; Fridley, Minnesota
1981 to 1984	Management Assistant AMI Burger King Restaurants; St. Paul, Minnesota
1979 to 1980	Manager Winchell's Donuts; St. Paul, Minnesota
1979 to 1980	Bartender Schick's (Private) Club; Minneapolis, Minnesota
1978 to 1979	Bartender Pirate's Cove Supper Club; St. Cloud, Minnesota
1977 to 1979	Assistant Manager Pizza Hut; St. Cloud, Minnesota

Education

1981	Basic Management Burger King Company
1976-1979	Business Management Major St. Cloud State University

This Indenture, made in duplicate this..... day of....., 1988....

by and between

Steven Cheney

hereinafter designated and referred to as lessor, and

Chico Erdowski

hereinafter designated and referred to as tenant,

WITNESSETH: THAT said lessor in consideration of the rents and covenants hereinafter mentioned, to be paid and performed by said tenant, does hereby demise, lease and let unto the said tenant, and the said tenant does hereby hire and take from the said lessor, the following described premises situate in the City of Falcon Heights County of Ramsey State of Minnesota

to-wit: Approximately 1,727 square feet in the upper rear corner of the property at 1550 West Carpenter, Falcon Heights.

Description of Premises.

Term.

To HAVE AND TO HOLD the above premises just as they are, without any liability or obligation on the part of said lessor of making any alterations, improvements or repairs of any kind on or about said premises or the building or buildings of which they are a part, or the equipment, fixtures, plumbing, appliances, or machinery in, upon or serving same, or the streets, alleys, areas, area-ways or passages adjoining or appurtenant thereto, for the term of three years from and after the

First day of July, 1988, to the thirtieth day of June, 1991, both dates inclusive, for the following purposes and for no other purposes, to-wit:

Nature of Occupancy.

operation of a pool hall with some snacks and game machines, all to be in compliance with City ordinance

Rent.

And the said tenant agrees to and with said lessor to pay the lessor as rent for the above mentioned premises the sum of Twenty-nine thousand seven hundred ninety-seven and 10/100 Dollars (\$29,797.00) in monthly payments of No rent July and August of 1988 863.50 from September 1, 1988 through June 1, 1990 900.00 from July 1, 1990 through June 30, 1991

Tenant to Maintain and Surrender Premises in Good Order.

The said tenant also covenants and agrees with the lessor as follows: That the tenant will keep at his own expense said demised premises and the equipment, plumbing, drains, fixtures, appliances and machinery in, upon, serving or appurtenant to said demised premises, in good repair and in good sanitary condition during said term, and that he will replace at his own expense promptly any and all glass broken in or about said premises with glass of the same quality; that he will make no alterations in or additions to said premises, without first obtaining the lessor's written consent, and that he will not use or permit anything upon said premises that will increase the rate of insurance thereon, or anything that may be dangerous to life or limb, and that he will not in any manner deface or injure said demised premises, or any part thereof, or overload the floors, or do or permit anything to be done upon said premises or in the passageways, alleys, areas, area-ways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance; and that he will not use said premises or permit the same or any part thereof to be used for lodging or sleeping purposes, or for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minn. or the City of Falcon Heights or of any rules or regulations of the City of Falcon Heights or of any boards or officers of said city; and the tenant agrees to return said premises peaceably and promptly to the lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, loss by fire and ordinary wear excepted.

Signs.

Lessee shall not erect or permit to be erected on said premises, any signs on the exterior of the premises or buildings without the written consent of lessor endorsed hereon nor place or permit to be placed in any portion of any of the demised premises any weight or weights in excess of the reasonable or safe carrying capacity of the structure.

Condition of Premises.

The tenant acknowledges the receipt of the demised premises and the same to be in good and sanitary condition, and in good repair, and the taking possession of the demised premises by the tenant shall be conclusive evidence that the demised premises, and the equipment, plumbing, drains, fixtures, appliances and machinery therein, were at the time of so taking possession thereof in good, clean, sanitary and tenantable condition, and in all respects satisfactory and acceptable to the tenant, and in the condition in which they were represented to the tenant to be and agreed to be put in by the lessor; and the tenant hereby releases the lessor from any and all claims arising from any defect in the condition of said demised premises, or the equipment, fixtures or appliances in or serving said premises, and the building or buildings of which they are a part, and the streets, alleys, areas, area-ways, passages or sidewalks adjoining or appurtenant thereto.

Release of Lessor.

Sub-letting.

The tenant agrees that he will not sublet the demised premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the lessor endorsed thereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time occur or be desired, and that nothing whatever shall be held to be a waiver of or supersede the necessity of such endorsement.

Ice and Snow.

Utilities.

And the tenant further covenants and agrees to keep the sidewalks bordering on said demised premises (where the leased space borders upon a sidewalk or passageway) and the roof of said demised premises at all times free from ice and snow and other obstructions, and to neither waste nor misuse water, electricity, gas, steam, or any other utilities or agencies which are or may be furnished by the lessor, and to promptly pay all rates, costs and charges for the same, except as to such of the same, if any, as the lessor has specifically agreed herein to furnish free of charge.

Bankruptcy.

Any assignment, sale in bankruptcy or insolvency of the lessee may, at the option of the lessor, be considered an assignment within the meaning of this lease and as a breach of the covenants hereof.

Liability of Lessor and Tenant.

The tenant further agrees that the lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by the tenant, or by any other person or persons due to the demised premises or the buildings of which the demised premises are a part, or the equipment, fixtures, appliances or machinery in or upon the same, or the halls, passages, areas, area-ways and sidewalks or streets adjoining or appurtenant to the same being or becoming out of repair or defective, or due to the happening of any accident, or due to any act or neglect of the tenant, or any tenant or occupant of said building, or of any other person, persons or corporations, or by the bursting of pipes, or by the use or misuse of any instrumentality or agency in or connected with the demised premises or the building of which it is a part, or occasioned by any nuisance made or suffered thereon or therein.

Liability of Lessor and Tenant.

The tenant assumes all liability and obligation on account of all damages on account of the matters and things above referred to, and agrees to save the lessor harmless thereon and therefrom, and to indemnify the lessor on account thereof. This provision shall apply especially, but not exclusively, to damage caused by water, snow, rain, hail, backing up of water mains or sewers, frost, steam, sewage, illuminating gas, sewer gas, or odors, electricity and electric current, and by the bursting, stoppage or leaking of pipes or radiators, plumbing, sinks and fixtures in or about the demised premises or the building of which the demised premises are a part. In case of such damage the lessor may at his option repair such damage, and if such damage has occurred in the demised premises or on account of the defects in the demised premises against which the tenant has agreed to make repairs, the tenant shall thereupon reimburse the lessor for the costs of repairing such damage, and if the tenant fails to perform any of the covenants or agreements herein provided to be kept or performed by the tenant, the lessor may perform the same and charge the tenant with the expense of such performance, and the tenant agrees promptly on demand to repay to the lessor the cost of such performance by the lessor.

Notice to Clean Premises.

The tenant further covenants and agrees that the service of notice by any officer of the City of Falcon Heights upon either party to this lease to clean said premises, or to do any other act in connection therewith, shall be conclusive evidence as between the parties hereto of the breach by the tenant of the covenant with respect to the non-performance of which by the tenant such notice has been served.

Tenant to Comply with City Regulations.

The tenant further covenants and agrees at its own expense to observe and keep all regulations and requirements of the city of Falcon Heights or other public authorities in force at the time of the taking possession by the tenant of the demised premises or which may thereafter be made regarding the condition and conduct of said demised premises, any part thereof, and the sidewalks adjacent thereto, including all building, fire, sanitary, police or other regulations.

Taking for Public Use.

The tenant further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

Destruction by Fire.

It is further agreed between the lessor and the tenant that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or makes it impossible to conduct the business of the tenant thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the lessor may terminate this lease and the term herein demised from the date of such damage or destruction, and the tenant shall immediately surrender the demised premises and all interest therein to the lessor, and the tenant shall pay rent only to the time of such surrender; and in case of any such destruction or injury the lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty days (60) days from the happening of the injury thereto, and the lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happening of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the tenant shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterments placed by the tenant on the demised premises shall, however, in any event, be repaired and replaced by the tenant at his own expense and not at the expense of the lessor.

Quiet Enjoyment.

The lessor agrees and covenants that the tenant, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid, except as in this lease otherwise provided.

Bond Against Lessor.

The lessor agrees that if the premises hereby leased shall at the time hereinbefore stipulated for the beginning of the term of this lease, be in the possession and occupancy of any person not lawfully entitled to said possession and occupancy, the lessor shall use due diligence to obtain possession thereof for the lessee, but it is expressly understood and agreed that the lessor, using due diligence as aforesaid shall not in any way be liable for any failure to obtain the possession of the premises for the lessee and that this lease shall not be affected in any way by any such failure to obtain possession except that the rentals hereunder shall be abated until possession shall be secured by the lessor for the lessee and written notice to that effect given by the lessor to the lessee.

It is understood and agreed with respect to all alterations and repairs, improvements or alterations to said demised premises, or any part thereof, which shall only be with the written consent of the lessor, that tenant shall and will in each instance save said lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said tenants or their agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said city of Falcon Heights and will preserve and hold the lessor and said premises forever free and clear from liens for labor and material furnished. And the tenant agrees that it will from time to time before making any such repairs, improvements or alterations furnish the lessor with a bond in an amount and with sureties satisfactory to the lessor conditioned for the performance by the tenant of the matters and things in this paragraph required to be done by the tenant.

Right of Re-entry.

It is further agreed between the lessor and tenant this lease is made upon the condition that if the tenant shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this lease, which are to be kept, observed or performed by the tenant, or if the leasehold interest of the tenant shall be taken on execution or other process of law, or if the tenant shall petition to be or be declared bankrupt or insolvent according to law, or if the tenant shall vacate said premises or abandon the same during the term of this lease, then and in any of said cases the lessor may immediately or at any time thereafter, and without further notice or demand, enter into and upon said premises, or any part thereof, in the name of the whole, and take absolute possession of the same fully and absolutely, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the lessee for the full term of this lease, and may at the lessor's election lease or sublet said premises, or any part thereof, on such terms and conditions and for such rents and for such time as the lessor may elect, and after crediting the rent actually collected by the lessor from such reletting on the rentals stipulated to be paid under this lease by the tenant from time to time, collect from the tenant any balance remaining due from time to time on the rent reserved under this lease, charging to the tenant such reasonable expenses as the lessor may expend in putting the premises in tenable condition. Or the lessor may at his election and upon written notice to the tenant declare this lease forfeited and void, and may thereupon re-enter and take full and absolute possession of said premises as the owner thereof, and free from any right or claim of the tenant, or any person or persons claiming through or under the tenant; and such election and re-entry last mentioned shall be and constitute an absolute bar to any right to enter by the tenant upon the payment of all arrearages of rent and costs after a dispossession under any suit or process for breach of any of the covenants of this lease, and the commencement by the lessor of any action to recover possession of said premises aforesaid shall be deemed a sufficient notice of election of said lessor to treat this lease as void and terminated, without the written notice above specified, unless the lessor shall in writing, before beginning such proceeding, notify the tenant that after obtaining such possession the lessor will continue to look to the tenant for the performance of this lease and will submit the premises on the tenant's account, in the manner as above provided.

Subleasing.

Termination of Lease Under Bankruptcy.

Fixtures and Personal Property.

The tenant further agrees that all goods, chattels, fixtures and personal property belonging to said tenant, which are or may be put into said demised premises, shall at all times be bound with a lien in favor of said lessor, to be chargeable for all rents hereunder and the fulfillment of the other covenants and agreements herein contained, and that in case of default by the tenant the lessor may without notice remove the same or any part of the same, in such manner as the lessor may choose, and the lessor shall have the right to sell all or any part of the same at public or private sale, without giving any notice to the tenant of such sale, and to apply the proceeds of such sale first to the payment of the costs and expenses of conducting said sale and caring for and storing such property, and to apply the balance, if any, to the amount then due from the tenant to the lessor.

Advance in Taxes.

It is also agreed between lessor and tenant that in case the taxes paid by the lessor upon the property of which the within leased premises are a part, shall in any year or years during the term of this lease be increased over and above the sum of --- Dollars

(\$.....) annually, then the tenant shall pay as part of the annual rental of said premises, for such year or years, in addition to the amount hereinbefore named, an amount equal to such increase.

The amount to be added to the rent thus provided on account of increase of taxes in any year or years shall be added at the time of rent payment on or next after the date when penalty or loss of the customary discount begins to accrue for non-payment of such taxes. If the year's taxes are payable in two or more instalments, then the amounts to be so added shall be apportioned and paid in the same way.

It is further agreed between the parties to this lease:

Lessor to install carpet in the space and to tear out all existing interior walls as practical (some pillars to remain) and to paint interior two colors. Tenant to pay cost of graphics. Tenant to pay for all rewiring and air conditioning.

Lessor to pay electric and heat.

SEE EXHIBITS A AND B AND ATTACHED HERETO AND MADE A PART HEREOF

SEE EXHIBIT C AND ATTACHED HERETO AND MADE A PART HEREOF.

Lessee, upon leaving the premises hereby leased, shall at his own expense remove all ashes, dirt, rubbish and refuse, and upon lessee's failure so to do, lessor may immediately without further notice to lessee do the same at lessee's expense, which the lessee shall immediately pay upon receipt of a bill for same from lessor.

Right of Entry.

The lessor shall at all times have the right to enter upon said premises to inspect their condition, and at his election to make reasonable and necessary repairs thereon for the protection and preservation thereof, but nothing herein shall be construed to require the lessor to make such repairs, and the lessor shall not be liable to the tenant, or any other person or persons, for failure or delay in making said repairs, or for damage or injury to person or property caused in or by the making of such repairs, or the doing of such work. The lessor shall have the right during the last 30 days of the term of this lease to place and maintain on the demised premises and in the windows thereof the usual notice of "To Let" or "To Rent," and to show said premises to prospective tenants.

Right of Lessor to Terminate.

The tenant further agrees to give the lessor written notice thirty (30) days before the expiration of this lease of his intention to vacate at the end of this lease otherwise the lessor will have the option of continuing this lease for one year from and after the expiration of this lease without notice to the tenant. If, however, the lessor does not elect to so continue this lease and the tenant remains in said premises after the expiration of the term of this lease, such remaining in possession shall not, except at the option of the lessor, extend the term of this lease, and the tenant shall promptly vacate said premises; and if for any reason the tenant does not promptly vacate the premises at the end of the term, the tenant agrees to pay the lessor, for such time as elapses between the end of the term of this lease and the time when the tenant actually vacates the premises, a pro rata rental equal to one and one-half (1½) times the rent provided to be paid during the term of the lease.

Heirs and Others.

Each of the covenants, provisions, terms and agreements of this lease shall inure to the benefit of and shall be obligatory upon the respective heirs, executors, administrators, successors and assigns of the lessor and tenant respectively.

Kordiak Realty acting as agent only, assumes no obligation whatsoever in respect to any representation, warranty or covenant herein contained, and shall not in any event be held liable to lessor or to lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease or for any action or proceedings that may be taken by either against the other.

The tenant agrees that no assent, express or implied, by the lessor to any breach of any of the tenant's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of such covenant.

There are no understandings or agreements outside of this lease.

IN TESTIMONY WHEREOF the lessor and tenant have hereunto set their hands and seals the day and year first written. We, the tenant, hereby acknowledge that at the time of making and delivery of this lease and mortgage lien, the Lessor delivered to us a full, true and complete copy of same.

Signed, sealed and delivered in presence of:

Steven Cheney As to Lessor.

[SEAL]

[SEAL]

[SEAL]

Chico Serdowski As to Tenant.

[SEAL]

[SEAL]

STATE OF _____ }
COUNTY OF _____ } ss.

COUNTY OF _____ }
STATE OF _____ } ss.

On this _____ day of _____, 19____, before me, a Notary Public within and for said County, personally

On this _____ day of _____, 19____, before me, a _____

appeared _____ to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Secretary of the Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board

within and for said County, personally appeared _____

of _____ and said _____ acknowledged said instrument to be the free act and deed of said corporation.

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

EXHIBIT A

TO AGREEMENT OF LEASE DATED _____, 1988 _____, OR,
AND _____,
AS TENANT, COVERING LEASED PREMISES SITUATED IN THE FALCON SQUARE.

1. Lessor agrees to pay for heat, electric and water provided that use is not excessive for the type of business run by the tenant.
2. Lessor is responsible for the repair and maintenance of all heat and air conditioning equipment in said premises.
3. Tenant hereby agrees that upon termination of this lease, all leasehold improvements made to the premises by tenant or lessor shall remain as part of the premises and shall not be altered or removed by tenant.
4. Tenant agrees with ten (10) days after request of lessor to deliver to lessor, or lessors designee, including without limitation, the present or any future holder of any mortgage (s) and/or deed (s) of trust, or prospective purchaser of the leased premises, an estoppel certificate stating that this lease is in full force and effect, and the date to which rent and other charges have been paid, the unexpired term of this lease, whether or not lessor is in default hereunder, and the nature of any such default and such other matters pertaining to this lease as may be reasonably requested by lessor.
5. Lessor shall not be liable to tenant, or those claiming through or under tenant, for injury, death or property damage occurring in, on or about the leased premises and appertences thereto, and tenant shall indemnify lessor and hold it harmless from any claim or damage arising out of any injury, death, or property damage occurring in on or about the leased premises to the tenant or an employee, customer or invitee of tenant. Without limiting tenants liability hereunder, tenant agrees, at its own cost and expense to carry public liability insurance protecting lessor and tenant in the amounts of Five Hundred Thousand Dollars (\$500,000) for personal injuries sustained by any one person, or for injuries sustained in any one accident, and Fifty Thousand Dollars (\$50,000) for property damage. All policies of insurance shall name both lessor and tenant as insured thereunder and shall protect the interests of lessor. Certificates of said insurance providing for not less than thirty (30) days notice to lessor prior to cancellation thereof shall be furnished to lessor prior to tenant taking possession of the leased premises.
6. In the event lessor is made or becomes a party to any litigation commenced by or against lessee, including litigation commenced against lessee by lessor, involving the enforcement of the rights or remedies of lessor, or arising on account of the default of lessee in the performance of its obligations hereunder, the lessee shall pay all costs and reasonable attorney's fees incurred by lessor as a result thereof; provided, however, that if the lessee prevails against the lessor in said litigation the lessee shall not be obligated to pay such costs and fees. This section shall apply to require lessee to tender costs and reasonable attorney's fees of lessor, in addition to the tender of money or performance of deeds, to lessor to abate unlawful detainer action by lessor

for any reason under this lease.

7. Tenant acknowledges that late payment by tenant to landlord of rent will cause landlord to incur costs not contemplated by this lease, the exact amount of such cost being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, mortgage interest penalties, utility late charges, etc. Therefore, if any installment of rent due from tenant is not received by landlord within ten (10) days of due date, tenant shall pay to landlord an additional sum of four percent (4%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that landlord will incur by reason of late payment by tenant. Acceptance of any late charge shall not constitute a waiver of tenants default with respect to the overdue amount, nor prevent landlord from exercising any of the rights and remedies available to landlord.

8. Tenant is accepting the premises on an "as is" basis and lessor under no obligation to make any improvements of any kind to said premises except as otherwise specified herein or as in the lease attached hereto.

9. Condemnation or Demolition. Should the shopping center of which the demised premises is a part be condemned or should the landlord decide to demolish the center, the landlord shall give the tenant one hundred twenty (120) days notice. It is agreed and understood that the tenant shall not share any condemnation award nor be entitled to any relocation compensation of any kind.

Lessor

Tenant

EXHIBIT "B"

TO AGREEMENT OF LEASE, DATED _____, 1988 BETWEEN STEVEN CHENEY, AS LESSOR,
AND _____, AS TENANT, COVERING LEASED
PREMISES SITUATED IN THE FALCON SQUARE, _____

TENANT AGREES THAT IT WILL:

1. Keep the leased premises in a clean, safe and healthy condition, and clean the snow and ice from any sidewalks contiguous to the leased premises.
2. Not permit the leased premises to be used in any way which will injure the reputation of the business being conducted therein, or injure the reputation of the Falcon Square Shopping Center, or may be a nuisance, annoyance, inconvenience or damage to the tenants of the Center or of the neighborhood, including, but not limited to, noise by the playing of any musical instrument or radio or television, or the use of a microphone, loud speaker, electrical equipment, or utilizing flashing lights or search lights, or any other equipment which, in the judgement of Lessor, might cause disturbance, impairment, or interference with the use or enjoyment by any other tenant in the Falcon Square.
3. Not display any merchandise outside the leased premises or in any way obstruct the sidewalks or common areas adjacent thereto, and will not place garbage, rubbish, trash, merchandise containers, or other incidentals to the business outside the leased premises.
4. Keep all trash, refuse, garbage and waste materials in the type of container specified by Lessor, and such trash, refuse, garbage and waste material will be placed outside of the leased premises prepared for collection in the manner and at the times and places specified by Lessor,
5. Not burn trash, refuse, garbage or waste materials on the leased premises.
6. Not permit deliveries of any kind through the front entrance of the leased premises, except where no other entrance to the leased premises is available, and if such be the case, at the times designated by Lessor.
7. Use its best efforts to cause all trucks servicing the leased premises to load and unload prior to the hours of opening for business to the general public of the stores of other tenants in the Center.
8. Observe the following rules and regulations relating to parking: In the event particular areas are designated by Lessor as employee parking areas, all automobiles, trucks and other vehicles of Tenant, its officers, employees, agents, sublessees, licensees, concessionaires and contractors (hereinafter "Tenant et al") shall be parked only in such designated areas. Tenant shall furnish Lessor with automobile license number of Tenant et al, within five (5) days after taking possession of the leased premises, and shall thereafter notify Lessor of any changes within five (5) days such changes occur. In the event Tenant et al, fails to park their vehicles in designated parking areas as aforesaid, then Lessor, at its option, may charge Tenant, and Tenant shall pay to Lessor, as additional rent, Twenty-five Dollars (\$25.00) per day per car

parked in any area other than those designated, or such vehicles may be removed therefrom by Lessor or its agents and stored elsewhere at Tenant's Expense and without liability of Lessor for such removal.

9. Not solicit business in the parking or other common areas, and will not distribute any handbills or other advertising matter on automobiles parked in the parking area or in other common areas without written consent of Lessor.

10. Not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind will be thrown therein, and will pay the expense of any breakage, stoppage, or damage resulting from the violation of this provision by Tenant et al.

11. Not keep any flammable or combustible material in, on or about the leased premises except as may be permitted to be kept in such locations and containers as specified by lessor from time to time in accordance with the recommendation or regulations of Lessor's insurance carrier, underwriter or appropriate governmental authority.

12. Not permit the leased premises to be used for lodging purposes.

13. Not permit may auction sale, fire sale, bankruptcy sale and /or going-out-of-business sale, or similar types of sensational sales promotions to be conducted in the leased premises or from the leased premises.

14. Not operate or conduct in or from the leased premises a so called "discount store", "cut-rate store", army, navy store or government "surplus" store.

15. Not conduct catalog sales in or from the leased premises except of merchandise which Tenant is permitted to sell "over the counter" in or at the leased premises pursuant to the provisions of lease.

Delivery by Lessor and receipt by Tenant of the foregoing Rules and Regulations, numbers 1 through 15, inclusive, are acknowledged hereby.

Tenant

Landlord

EXHIBIT "C"

TO AGREEMENT OF LEASE, DATED _____, 1988 BETWEEN STEVEN CHENEY, AS LESSOR, AND CHICO SHOUJEADDIN FERDOWSI, AS TENANT, COVERING LEASED PREMISES SITUATED IN THE FALCON SQUARE

The following items shall replace the related statements made in the Lease Agreement and/or Exhibit "A" and/or Exhibit "B".

In re. Lease Agreement.

1. See "Rent" (Page One).

The period of time that this Lease Agreement covers shall be a three year period commencing if and when Tenant receives from the city of Falcon Heights all licensing necessary to operate such a business. Tenant shall make every attempt to get these licenses in a prompt manner. Terms to be as follows:

- The first eight weeks of occupancy shall be rent-free.
- If this eight week period does not conclude at the end of a calendar month, prorated rent shall be paid for the balance of that month based on a rate of \$863.50 per month.
- Rent shall then be paid at a rate of \$863.50 per month for a period of 22 months. For the final 12 months of the Lease Agreement, rent shall be paid at a rate of \$900.00 per month.

2. See Page Three.

Lessor has listed on the Lease Agreement the improvements he will make to said premises at his expense. These improvements to be completed before the first three week period of the Lease Agreement concludes. Lessor shall also renovate the restrooms, maintain restrooms, and provide cleaning supplies for restrooms at his expense. The restroom improvements to be completed before the first eight week period of the Lease Agreement concludes.

3. If, during the term of this Lease Agreement, Tenant enters into an agreement to lease vacant adjoining space from Lessor, the rate of rent to be paid for this additional space shall be an equivalent amount per square foot as is the space covered in this Lease Agreement.

4. ~~See [REDACTED]~~

(See also EXHIBIT "B" RULES & REGULATIONS # 1.)

And the Tenant further covenants and agrees to keep a portion of the sidewalks bordering on said demised premises (where the leased space borders upon a sidewalk or passageway) and a portion of the roof of said demised premises at all times free from ice and snow and other obstructions. (The amount of area of said sidewalks and roof to be maintained in this way by Tenant shall be a direct proportion of the square footage being leased by the Tenant, to the total square footage of the building. Lessor shall determine which area is the responsibility of the Tenant.)

5. ~~See [REDACTED]~~

(See also EXHIBIT "B" RULES & REGULATIONS # 1.)

Tenant shall be installing the following "outside" neon signs:

- One sign attached to the building visible from Snelling Avenue.
- One sign attached to the building visible from Larpenteur Avenue.
- One sign in the common hallway entrance directing customers to Tenant's place of business.

~~Tenant will comply with all Falcon Heights regulations in re. signs.~~

6. See "Liability of Lessor and Tenant" (II) (Page Two)

...radiators, plumbing, sinks and fixtures in or about the demised premises or the building of which the demised premises are a part. In case of such damage the tenant may at his option repair such damage, and if such damage has occurred in the demised premises or on account of the defects in the demised premises against which the tenant has agreed to make repairs, the tenant shall thereupon assume responsibility for the costs of repairing such damage. If tenant fails to make such aforementioned repairs as are necessary, the lessor may at this option repair such damage, and the tenant shall thereupon reimburse the lessor for the costs of repairing such damage. If the tenant fails to perform any of the covenants or agreements herein provided..

7. See "Destruction by Fire" (Page Two)

It is further agreed between the Lessor and the Tenant that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or makes it impossible to conduct the business of the Tenant thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor may terminate this lease and the term herein demised from the date of such damage or destruction, and the Tenant shall immediately surrender the demised premises and all interest therein to the lessor, and the Tenant shall pay rent only to the time of the happening of such injury; and in the case...

8. See "Repair of Premises After Fire" (Page Two).

If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness (not to exceed four weeks), and in that case

9. See "Bond Against Liens" (Page Two)

It is understood and agreed with respect to all alterations and repairs, improvements or alterations to said demised premises, or any part thereof, which shall only be with the written consent of the lessor, that tenant shall and will in each instance save said lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said tenants or their agents, contractors or employees, or upon the negligence, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said city of Falcon Heights and will preserve and hold the lessor and said premises forever free and clear from liens for labor and material furnished.

In re EXHIBIT "A":

1. #3 shall read as follows:

Tenant hereby agrees that upon termination of this lease, all leasehold improvements made to the premises by tenant or lessor shall remain as part of the premises and shall not be altered or removed by tenant. Items excepted by this rule shall include the lighting fixtures, and the air conditioning unit(s). Air conditioning duct work will not be removed by tenant.

2. #9 shall read as follows:

Condemnation or Demolition. Should the shopping center of which the demised premises is a part be condemned or should the landlord decide to demolish the center, the landlord shall give the Tenant one hundred twenty (120) days notice.



CITY OF
FALCON HEIGHTS

2077 W. LARPEUR AVENUE FALCON HEIGHTS, MN 55113-5594 PHONE 612-644-5050

August 19, 1988

TO: City of Falcon Heights Planning Commission

FROM: Dick Larson, Falcon Heights Building Inspector, and
Terry Iverson, Falcon Heights Fire Marshal

RE: New business to be located at 1550 Larpenteur, 2nd floor, zoned B-2
retail. Name of business "Neon Alley"

Recently it has been brought to our attention there may be some confusion relating to a proposed business to be located at 1550 Larpenteur, 2nd floor of Northome Shopping Center which is zoned B-2 retail. We feel this memo will clarify any questions regarding this proposed occupancy.

On 8-18-88 we contacted Duane Grace, Minnesota State Building Code Consultant and asked for an interpretation of the current building code regarding the matter of the "Neon Alley" to be located on a second floor of a type 2-N building. We also mentioned this business was in a B-2 occupancy, although the proposed business may be marginal as to an assembly interpretation. Mr. Grace interprets the building code in this situation that the "Neon Alley" would be an A-3 assembly occupancy, even though the rest of the building is determined B-2, the pool hall area would be an assembly occupancy.

Therefore using the current Minnesota building code the "Neon Alley" would be in violation if located on the 2nd floor of this type 2-N building (see attached excerpts of current building code). Mr. Grace suggested the building could be remodeled to meet type 2 building code requirements by adding one hour walls extending to all bar joists at the ceiling and solid core doors with self closers with a (20) minute rating in corridors. This also would allow the proposed business to occupy the 2nd floor with an occupant load of (50), taking into account (10) proposed pool tables and assorted games.

In conclusion, even though the shopping center is zoned B-2, the proposed "Neon Alley" would have to conform to assembly requirements per the current building code. An assembly cannot be located on the 2nd floor of a type 2-N building. The building could be remodeled to a type 2 occupancy by installing one hour walls to ceiling bar joists and solid core 20 minute doors with self closers. If remodeling is considered, plans should be submitted for prior approval.

We hope this will clarify this issue and we apologize for any confusion between the first memo and this one. We felt after gaining access and actually looking at the construction of this building and determining that "Neon Alley" would be considered an assembly, that we also wanted to get a proper interpretation of the current Minnesota uniform building code by a building code consultant.

Chapter 19 TYPE II BUILDINGS

Definition

Sec. 1901. The structural elements in Type II fire-resistive buildings shall be of steel, iron, concrete or masonry.

The structural elements of Type II One-hour or II-N buildings shall be of noncombustible materials.

Walls and permanent partitions of Type II-F.R. buildings shall be of noncombustible fire-resistive construction, except that permanent nonbearing partitions of one-hour or two-hour fire-resistive construction, which are not part of a shaft enclosure may have fire-retardant treated wood (see Section 407) within the assembly.

Type II One-hour buildings shall be of noncombustible construction and one-hour fire resistive throughout except that permanent nonbearing partitions may use fire-retardant treated wood (see Section 407) within the assembly, provided fire-resistive requirements are maintained.

Walls and permanent partitions of Type II-N buildings shall be of noncombustible materials.

Materials of construction and fire-resistive requirements shall be as specified in Chapter 17.

For requirements due to occupancy, see Chapters 6 to 12, inclusive.

Structural Framework

Sec. 1902. Structural framework shall be as specified in Chapter 27 for iron and steel, Chapter 26 for concrete and Chapter 24 for masonry.

Exterior Walls and Openings

Sec. 1903. (a) Exterior Walls. Exterior walls and all structural members shall comply with the requirements specified in Section 504 and the fire-resistive provisions set forth in Table No. 17-A. In Type II-N and Type II One-hour buildings, exterior walls shall comply with the fire-resistive requirements set forth in Section 504 and Table No. 5-A and Table No. 9-C for Group H Occupancies.

EXCEPTIONS: 1. Nonbearing walls fronting on public ways or yards having a width of at least 40 feet may be of unprotected noncombustible construction.

2. In Groups R, Division 1, and B Occupancies, exterior bearing walls of Type II-F.R. buildings may be of two-hour fire-resistive noncombustible construction where openings are permitted.

3. In other than Group H Occupancies, exterior nonbearing walls of Type II-F.R. buildings may be of one-hour fire-resistive noncombustible construction where unprotected openings are permitted and two-hour fire-resistive noncombustible construction where fire protection of openings is required.

4. In a Group B Occupancy a fire-resistive time period will not be required for an exterior wall of a one-story Type II-N building, provided the floor area of the

Cross aisles located within the seating area shall be provided with guardrails not less than 26 inches high along the front edge of the aisle.

EXCEPTION: When the backs of the seats in front of the cross aisle project 24 inches or more above the surface of the cross aisle, guardrails may be omitted.

TABLE NO. 33-A—MINIMUM EGRESS AND ACCESS REQUIREMENTS

USE ¹	MINIMUM OF TWO EXITS OTHER THAN ELEVATORS ARE REQUIRED WHERE NUMBER OF OCCUPANTS IS AT LEAST	OCCUPANT LOAD FACTOR ² (Sq. Ft.)	ACCESS BY MEANS OF A RAMP OR AN ELEVATOR MUST BE PROVIDED FOR THE PHYSICALLY HANDICAPPED AS INDICATED ³
1. Aircraft Hangars (no repair)	10	500	Yes
2. Auction Rooms	30	7	Yes
3. Assembly Areas, Concentrated Use (without fixed seats) Auditoriums Churches and Chapels Dance Floors Lobby Accessory to Assembly Occupancy Lodge Rooms Reviewing Stands Stadiums Waiting Area	50	7	Yes ^{4, 5}
4. Assembly Areas, Less-concentrated Use Conference Rooms Dining Rooms Drinking Establishments Exhibit Rooms Gymnasiums Lounges Stages	50	15	Yes ^{4, 5, 6}
5. Bowling Alley (assume no occupant load for bowling lanes)	50		Yes
6. Children's Homes and Homes for the Aged	6	80	Yes ⁷
7. Classrooms	50	20	Yes ⁸
8. Courtrooms	50	40	Yes
9. Dormitories	10	50	Yes ⁷
10. Dwellings	10	300	No

USE ¹
11. Exercising Rooms
12. Garage, Parking
13. Hospitals and Sanitariums—Nursing Homes
14. Hotels and Apartments
15. Kitchen—Commercial
16. Library Reading Room
17. Locker Rooms
18. Malls (see Chapter 56)
19. Manufacturing Areas
20. Mechanical Equipment Room
21. Nurseries for Children (Day care)
22. Offices
23. School Shops and Vocational Rooms
24. Skating Rinks
25. Storage and Stock Rooms
26. Stores—Retail Sales Rooms Basement Ground Floor Upper Floors
27. Swimming Pools
28. Warehouses
29. All others

TABLE NO. 5-D—MAXIMUM HEIGHT OF BUILDINGS

OCCUPANCY	TYPES OF CONSTRUCTION									
	I		II		III		IV		V	
	F.R.	ONE-HOUR	F.R.	ONE-HOUR	N	ONE-HOUR	N	H.T.	ONE-HOUR	N
A-1	Unlimited	160	65	55	65	55	65	50	40	N
A)2-2.1	Unlimited	4	4	2	Not Permitted	Not Permitted	2	2	2	Not Permitted
A)3-4i	Unlimited	12	12	4	2	2	2	2	2	Not Permitted
B-4	Unlimited	12	12	4	4	2	2	2	2	1
B)1	Unlimited	4	4	2	2	2	2	2	2	2
H-1a	Unlimited	1	1	1	1	1	1	1	1	1
H-2a	Unlimited	2	2	1	1	1	1	1	1	1
H-3-4-5a	Unlimited	5	5	2	2	2	2	2	2	2
H-6-7	Unlimited	3	3	3	3	3	3	3	3	3
L-1a	Unlimited	3	3	1	1	1	1	1	1	1
L-2	Unlimited	3	3	2	2	2	2	2	2	2
L-3	Unlimited	2	2	2	2	2	2	2	2	2
M7	Unlimited	2	2	2	2	2	2	2	2	2
R-1	Unlimited	12	4	2a	4	2a	4	4	3	2a
R-3	Unlimited	3	3	3	3	3	3	3	3	3

1For limitations and exceptions, see Section 602 (a).
 2For open parking garages, see Section 709.
 See Section 802 (c).
 See Section 902.
 See Section 1002 (a) for exception to the number of stories in hospitals and nursing homes.
 See Section 1002 (b).
 For agricultural buildings, see also Appendix Chapter 11.
 For limitations and exceptions, see Section 1202 (b).

N—No requirements for fire resistance
 F.R.—Fire Resistant
 H.T.—Heavy Timber

(9)

PLANNING REPORT

DATE: 9 August 1988

CASE NUMBER: 1-88

APPLICANT: Chico Ferdowski

LOCATION: 1550 West Larpenteur

ACTION REQUESTED: Conditional Use Permit,
Pool Hall in B-2
District

PLANNING CONSIDERATIONS:

1. The property in question is located at the southeast corner of the Larpenteur and Snelling intersection and is zoned B-2, Retail Business District. A billiard or pool hall use is a Conditional Use under the B-2 zoning regulations.
2. The material submitted included copies of the lease arrangements with the land owner and a hand drawn sketch of the proposed use. However, there is no information on the following issues:
 - a) Exterior of the building and building materials;
 - b) Business signs: size, shape and location;
 - c) The exact location of the pool hall to neighboring businesses;
 - d) Off-street parking expected to be generated by pool hall use; and
 - e) The interior of the business.
3. An important consideration is the hours of operation from Noon to 3 a.m. These hours are not the normal business hours for a community business center. Although there is no liquor involved in this operation, control of the patrons on-site and off-site can become a public safety issue. Therefore, the City should have a clear understanding of the acceptable hours and make the time a condition of the permit.
4. An important consideration the City should investigate is the use of an Annual Permit to control this type of business. Regardless of the nature of the applicant, once the City issues a Conditional Use Permit the property can be used as a billiard hall under any owner. Therefore, the

City should have a direct method of enforcement with acceptable conditions that can be monitored in a fair and equitable manner.

5. Before proceeding with this application, detailed information of the subjects listed above should be submitted for review and approval prior to approval of the Conditional Use Permit. If the City wishes to approve this application, specific conditions should be attached to the permit controlling each item of concern.



(K)

**CITY OF
FALCON HEIGHTS**

*Rec'd
8/12/88
JAC*

2077 W. LARPELLEUR AVENUE

FALCON HEIGHTS, MN 55113-5504

PHONE 612-644-5050

**CITY OF FALCON HEIGHTS
NOTICE OF PUBLIC HEARING
FOR CONDITIONAL USE PERMIT**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Falcon Heights, Minnesota, will meet in the City Hall, 2077 W. Larpenteur, Falcon Heights, Minnesota at 7:15 p.m. August 24, 1988 to consider a Conditional Use Permit request made by Chico Ferdowski to operate a pool hall in a B-2 Business District. (Northome Shopping Center, Southeast corner of Larpenteur and Snelling)

Dated: July 29, 1988

Janet R. Wiessner
Administrator

JW/sr

Rec'd
8/18/88
SAC
157B
Califor

To: Falcon Heights City Council
From: Falcon Hts Residents surrounding Northome Shopping Center
Subject: Entry and Operation of Pool Hall

We, as residents surrounding the Northome Shopping Center (Snelling and Larpenteur), are opposed to the entry and operation of the proposed pool hall, to be operated by Chico Ferdowski:

Name:	Address:
Col Mallin	1513 California ave
Dora McAlister	"
Richard L. Carlson Jr.	1503 W. California Ave.
Scott Carlson	1503 W California
Carolyn Carlson	1503 W. California
Robert S. Usher	1497 W. California
Dana Guthrie	1469 W. California
Sandra Gardberg	1477 W. California
Elizabeth Rochford	1483 W. California
Susan D. Solomon	1790 N. Pascal
Wendy Treadwell	1758 Pascal N.
Mr & Mrs Louis Payne	1463 W. California
Herbert and Gene	1468 W. California
Jane & Tony	1468 W Calif. ave
Herbert & Boston	1468 W Calif.
Mark & Julie Kosanke	1471 W Calif.
Ernest & Geneva	1476 W Calif. av.

To: Falcon Heights City Council

From: Falcon Hts Residents surrounding Northome Shopping Center

Subject: Entry and Operation of Pool Hall

We, as residents surrounding the Northome Shopping Center (Snelling and Larpenteur), are opposed to the entry and operation of the proposed pool hall, to be operated by Chico Ferdowski:

Name:

Address:

Arlet Smith	1480 W. California
John & Beul	1498 W California
SRD Dalhron	1502 CALIFORNIA AVE W.
Barbara Reiter	1506 Cely Ave W.
Paul C. Reiter	1504 California W.
Kent O. Paulson	1511 W. Idaho Ave
Bob Reichow	505 W. Idaho AVE.
Ann Rickotts	1493 W. Idaho Ave.
D. S. Madock	1479 - W. Idaho Ave
Ms Helen Reber	1473 W. Idaho St.
Kamreen Stanton	1463 W. Idaho Ave
Pato McCurdy	1468 W. "
Gene Young	1478 W. Idaho
Harold W. Green	1482 W. Idaho
Erin B. Allen	1490 W Idaho Ave
Michelle Amelio	1494 W Idaho Ave
Barbara Dalik	1502 W. Idaho Ave

McAlister
1513
Calif

August 17, 1988

To: Falcon Heights City Council
From: Falcon Heights Residents surrounding Northome
Shopping Center
Subject: Entry and Operation of Pool Hall

We, as residents surrounding the Northome Shopping Center (Snelling and Larpenteur), are opposed to the entry and operation of the proposed pool hall, to be operated by Chico Ferdowski:

Name:	Address:
LeRoy A Barch	1525 W Idaho
Gene J. Tullot	1531 W. Idaho
Richard Salbot	1531 W. Idaho.
Cathy Egler	1532 W. Idaho
Kari Burge	1522 W. Idaho
Mark Egler	1532 W. Idaho
Mary Zubryzski	1536 W. Idaho Ave
Bud [unclear]	1561 W Idaho Ave
Dy [unclear]	1561 W. Idaho Ave
Donna Triplet	1561 W. Idaho Ave.
Ken Triplet	1561 W. Idaho Ave.
Dorey Brazier	1561 W. Idaho Ave.
Rain Alford	1634 Snelling Dr A42
Marcelle Ljebled	1634 Snelling Dr. #8
Kathy Funderburg	" " " #6

August 17, 1988

To: Falcon Heights City Council
From: Falcon Heights Residents surrounding Northome
Shopping Center
Subject: Entry and Operation of Pool Hall

We, as residents surrounding the Northome Shopping Center (Snelling and Larpenteur), are opposed to the entry and operation of the proposed pool hall, to be operated by Chico Ferdowski:

Name:	Address:
Minda Kuznia	1510 Larpenteur Ave. #8
Eva Koepfer	1510 Larpenteur Ave. #6
Daniel Denny	1510 Larpenteur Ave. #6
John C. Gushwa	1510 Larpenteur #2
Quark & Chen	1510 Larpenteur #4
Star Chapel	1510 Larpenteur #5
Melissa Erickson	1510 Larpenteur #10
Mike Werhan	1510 Larpenteur #10
Karen Patten	1510 Larpenteur #1

Consent _____

Policy _____

Agenda Item D-2

Meeting Date: 8/26/88

CITY OF FALCON HEIGHTS

REQUEST FOR COUNCIL CONSIDERATION

DATE AND TIME:

8:00 p.m. Public Hearing on [REDACTED]

REQUESTED BY:

Al Rolet

PREPARED BY:

Shirley Greenwell

EXPLANATION/SUMMARY (attach additional sheets as necessary):

See attached assessment roll.

ACTION REQUESTED:

Cont. vs R. Co.

Billing Group Num 3 *Commercial*
 Account Number 32

Bill Grp Num	Mtr Seq	Bk in	Service Address	Billing Name	Num of Phone Unt Number	Account Balance	Count
3	01781-32-0	001 032	1781 N. Prior Ave.	Stratford Investments	1 - -	188.81	1
Totals Billing Group Num 3						188.81	1

Billing Group Num 10

10	01733-01-3		1733 N. Albert St.	Otterkill, G.T.	1 - -	120.52	1
10	01892-01-7		1892 N. Albert St.	Yonan, Oksana	1 - -	156.35	1
10	01725-02-5		1725 N. Arona St.	Larson, Charles	1 - -	61.29	1
10	01771-02-6		1771 N. Arona St.	Gutzmann, Kathryn	1 - -	58.32	1
10	01864-02-3		1864 N. Arona St.	Jorve, Eric	1 - -	120.52	1
10	01900-02-8		1900 N. Arona St.	Basil, Daniel	1 - -	120.52	1
10	01732-03-8		1732 N. Asbury St.	Kolmer, Albert	1 - -	120.52	1
10	01790-03-4		1790 N. Asbury St.	Nyman, Douglas	1 - -	8.26	1
10	01801-03-5		1801 N. Asbury St.	Smeby, Howard	1 - -	120.52	1
10	01947-04-3		1947 Autumn St.	Rogers, Wilbur	1 - -	94.16	1
Totals Billing Group Num 10						120.52 980.98	11

Billing Group Num 11

11	01354-06-7		1354 W. California Ave.	Greiner, Karen	1 - -	30.55	1
11	01396-06-1		1396 W. California Ave.	Fisher, Jack	1 - -	120.52	1
11	01507-06-9		1507 W. California Ave.	Sarnoski, Edward	1 - -	33.24	1
11	01546-09-9		1546 Crawford Ave.	Peck, George	1 - -	37.14	1
Totals Billing Group Num 11						221.45	4

Billing Group Num 12

12	01781-18-4		1781 N. Hamline Ave.	Westlund, Robert	1 - -	31.35	1
12	01625-19-6		1625 Hollywood Court	Koecher, Cynthia	1 - -	10.96	1
Totals Billing Group Num 12						42.31	2

Billing Group Num 13

13	01341-23-6		1341 W. Idaho Ave.	Henderson, Tim	1 - -	61.03	1
13	01505-23-2		1505 W. Idaho Ave.	Tramel, Robert	1 - -	120.52	1
Totals Billing Group Num 13						61.03 181.55	3

Billing Group Num 14

Totals Billing Group Num 14							1
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19 Aug 1988
Fri 7:30 AM

Delinquent Accts.
City of Falcon Heights

Billing Group Num 14
Account Number 25

Bill Grp Num	Account Number	Mtr Seq Bk in Num Bk	Service Address	Billing Name	Num of Phone Unt Number	Account Balance	Count
14	01372-26-5		1372 W. Larpenteur Ave.	Rustad, M. C.	1 - -	120.52	1
14	01386-26-2		1386 W. Larpenteur Ave.	Olson, Robert	1 - -	120.52	1
14	01422-26-7		1422 W. Larpenteur Ave.	O'Neill, Patrick	1 - -	120.52	1
14	01893-26-7		1893 W. Larpenteur Ave.	Merjanian, Burke	1 - -	38.99	1
14	01628-28-3		1628 Maple Knoll Dr.	, Owner/Occupant	1 - -	30.55	1

Totals Billing Group Num 14

~~120.52~~
431.10

6

Billing Group Num 15

15	01888-31-4		1888 N. Denzel St	Swigale, Rosemary	1 - -	2.77	1
15	01820-25-4		1820 N. Denzel St	Swigale, Rosemary	1 - -	67.50	1
15	01770-38-4		1770 N. Simpson St.	Meber, Tony	1 - -	120.52	1
15	01853-38-8		1853 N. Simpson St.	Zappa, Russell	1 - -	58.32	1
15	01879-38-0		1879 N. Simpson St.	Kuettel, Paul & Laura	1 - -	58.32	1

Totals Billing Group Num 15

~~120.52~~
237.16

5

Billing Group Num 16

	01850-39-8		1850 N. Snelling Ave.	Webster, John	1 - -	120.52	1
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Totals Billing Group Num 16

120.52

1

Billing Group Num 17

	01785-40-5		17xx St. Mary's St.	O'Connell, Robert	1 - -	16.58	1
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Totals Billing Group Num 17

16.58

1

Grand Total

~~120.52~~
2,420.46

34

Res.
25/8/88

Consent X

Agenda Item: E1

Policy

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

Disbursements

SUBMITTED BY:

Al Rolek

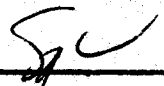
REVIEWED BY:

Shirley Chenoweth

EXPLANATION/SUMMARY (attach additional sheets as necessary):

- (a) General disbursements through 8/24/88 \$74,933.39
 Sinking Funds \$128,637.64
- (b) Payroll 8/1/88 - 8/15/88 , \$10,894.18
- (c) Statement from Dahlgren, Shardlow & Uban through 7/31/88, \$1,218.50
- (d) Statement from Maier, Stewart & Assoc. through 7/23/88, \$4,143.42
- (e) Statement from Jensen, Hechen, Gedde & Soucie for July, 1988 \$2,471.17

ACTION REQUESTED:



CHECK NO.	ISSUED TO	REASON	AMOUNT
22083	Tom Baldwin	Mileage - Mayors Conference	60.00
22084	Carolyn Hensel	Karate Instructor	75.00
22085	Jean Suppes	Aerobics Instructor	98.00
22086	Ines Iglasias Toss	Refund of Hall Rental Deposit	50.00
22087	Leo Klisch	Materials for recycling signs	24.92
22088	Tim Turba	Cable Technician	49.00
22089	Suburban Area Chamber of Commerce	Twins Tickets	176.00
22090	League of Minnesota Cities	1 Year Membership	2,750.00
22091	Konica Royal Copiers	Maintenance Agreement on Copier	1,284.00
22092	C & G Office Products	Office Supplies	24.91
22093	MN Center for Community Economic Development	Directory	17.50
22094	Quinlan Publishing Co., Inc.	1 Year Subscription	43.93
22095	Minnesota Mutual Life	Life, Health & Dental Insurance	1,685.55
22096	Ramsey Co. Personnel	Administrative Fee - Ins.	41.60
22097	Jensen, Hicken, Gedde & Soucie, Inc.	July Atty. Fees	2,471.17
22098	Ramsey County	August Policing and Election Mailings	20,441.85
22099	Dahlgren, Shardlow & Uban	July Planner Fee (Part of Contract)	833.33
22100	Gopher State One-Call, Inc.	One Call Membership (for underground utility operators)	25.00
22101	U. S. West Communications	Telephones	258.25
22102	AT&T Credit Corporation	Telephones	150.16
22103	AT&T		2.47
22104	Custom Property Services, Inc.	Long Distance Calls	280.85
22105	Target	Janitorial Service - August	37.02
22106	AT&T Consumer Products Division	General Supplies	18.53
22107	Oxygen Service Co., Inc.	Telephone	8.40
22108	Toll Company	Maint. of Equipment	66.69
22109	Suburban True Value Hardware	" "	143.78
22110	Super America	Various Supplies	173.99
22111	Motorola, Inc.	Motor Fuel	981.00
22112	Fleet Tech Service Corp.	Pagers	98.31
22113	Insty Prints	Maint. of Radios	73.60
22114	Brighton Veterinary Hospital	Printing - Fire Marshall	25.00
22115	Maier, Stewart & Associates	Animal Control	4,143.42
22116	Harvest States Cooperatives	July Engineering	72.14
22117	Cere's Tree Service	Motor Fuel & Oil	3,768.55
22118	Carolyn Hensel	DED Tree Removal	15.00
22119	Browning-Ferris Industries	Karate Instructor	68.32
22120	" "	Waste Removal	270.96
22121	R. O. Burmeister	Equipment Rental	24.00
22122	Kay Hagen	Non-Resident Reimbursement	12.00
22123	Barbara O'Neill	" "	24.00
22124	Jean Ann Coon	" "	12.00
22125	Dao Trong Lac	" "	12.00

CHECK NO.	ISSUED TO	REASON	AMOUNT
22126	Kirsten Eckberg	Non-Resident Reimbursement	12.00
22127	Margaret Douglas	"	12.00
22128	Pat Butala	"	12.00
22129	Laura Champagne	"	12.00
22130	Mark Janke	"	12.00
22131	Julie Ward	Recreation Supplies	18.03
22132	Mike's Pro Shop	Recreation Supplies	70.50
22133	Chandler Concrete Products	Curb Stops for Park	1,979.50
22134	State Electrical Inspector	Electrical Permits	31.00
22135	Bonnie Weber	Recreation Fee Refund	16.00
22136	Royal Crown Beverage Co.	Pop for Machines	151.20
22137	Metropolitan Waste Control Commission	Sept. Sewer Charges	31,714.96
		TOTAL	74,933.39
SINKING FUND			
436	American National Bank & Trust	Interest & Fees on 10/16/82 Imp. Bonds	5,300.00
437	Norwest Bank Minneapolis, N.A.	Interest & Fees on 9/1/83 T.I. Bonds	9,453.89
438	American National Bank & Trust	Interest on 6/1/84 T.I. Bonds	38,000.00
439	First Trust	Interest on 1985 T.I. Bonds	50,100.00
440	American National Bank & Trust	Interest on 1985B T.I. Bonds	25,783.75
		TOTAL	128,637.64

Check Number	Employee Number	Employee Name	Pay Period	Pay Group	Pay Group Description	Check Amount	Check Date	Status
016723			0			0.00	15-Aug-88	VOID
016724			0			0.00	15-Aug-88	VOID
016725	000000002	Wiessner, Janet R.	15	01	semi-monthly	1,123.06	15-Aug-88	Outstanding
016726	000000004	Kriegler, Carol J.	15	01	semi-monthly	281.80	15-Aug-88	Outstanding
016727	000000011	Chenoweth, Shirley S.	15	01	semi-monthly	673.69	15-Aug-88	Outstanding
016728	000000020	Iverson, Terry D.	15	01	semi-monthly	892.46	15-Aug-88	Outstanding
016729	000000027	Morgan, Jay M.	15	01	semi-monthly	629.07	15-Aug-88	Outstanding
016730	000000031	Rolek, Alan J.	15	01	semi-monthly	691.17	15-Aug-88	Outstanding
016731	000000038	Wright, Vincent D.	15	01	semi-monthly	824.20	15-Aug-88	Outstanding
016732	000000043	Roemer, Sue R.	15	01	semi-monthly	342.94	15-Aug-88	Outstanding
016733	000000048	Marshall, Timothy	15	01	semi-monthly	329.21	15-Aug-88	Outstanding
016734	000000050	Kubes, Jon E.	15	01	semi-monthly	346.39	15-Aug-88	Outstanding
016735	000000056	Schultz, Jeffrey L.	15	01	semi-monthly	319.83	15-Aug-88	Outstanding
016736	000000057	Klosterboer, Jira M.	15	01	semi-monthly	174.06	15-Aug-88	Outstanding
016737	000000058	Ward, Julie L.	15	01	semi-monthly	417.91	15-Aug-88	Outstanding
016738	000000061	Kelly, James E.	15	01	semi-monthly	161.44	15-Aug-88	Outstanding
016739	000000003	Baumann, Nicholas B.	8	02	monthly 1	400.23	15-Aug-88	Outstanding
016740	000000005	Berndt, Ross	8	02	monthly 1	177.00	15-Aug-88	Outstanding
016741	000000006	Bianchi, David P.	8	02	monthly 1	97.00	15-Aug-88	Outstanding
016742	000000007	Bianchi, Joseph D.	8	02	monthly 1	138.00	15-Aug-88	Outstanding
016743	000000008	Brown, Raymond F.	8	02	monthly 1	230.00	15-Aug-88	Outstanding
016744	000000013	Clarkin, Michael D.	8	02	monthly 1	102.50	15-Aug-88	Outstanding
016745	000000014	Dow, Michael J.	8	02	monthly 1	189.00	15-Aug-88	Outstanding
016746	000000015	Dowdell, Ralon L.	8	02	monthly 1	26.50	15-Aug-88	Outstanding
016747	000000016	Fuller, James D.	8	02	monthly 1	156.50	15-Aug-88	Outstanding
016748	000000018	Holmgren, John M.	8	02	monthly 1	154.00	15-Aug-88	Outstanding
016749	000000021	Kuhnajetz, Clement M.	8	02	monthly 1	165.50	15-Aug-88	Outstanding
016750	000000022	LeMay, Dennis S.	8	02	monthly 1	123.00	15-Aug-88	Outstanding
016751	000000023	LeMay, Douglas	8	02	monthly 1	102.16	15-Aug-88	Outstanding
016752	000000024	Lindig, Leo	8	02	monthly 1	87.38	15-Aug-88	Outstanding
016753	000000025	McDermond, Cindy K.	8	02	monthly 1	86.00	15-Aug-88	Outstanding
016754	000000026	McNabb, Gerald	8	02	monthly 1	52.00	15-Aug-88	Outstanding
016755	000000029	Olson, Joseph E.	8	02	monthly 1	48.50	15-Aug-88	Outstanding
016756	000000032	Schaefer, Richard A.	8	02	monthly 1	37.50	15-Aug-88	Outstanding
016757	000000033	Schauffert, Craig F.	8	02	monthly 1	112.50	15-Aug-88	Outstanding
016758	000000034	Smida, Gail	8	02	monthly 1	144.00	15-Aug-88	Outstanding
016759	000000039	Morgan, Jay	8	02	monthly 1	125.00	15-Aug-88	Outstanding
016760	000000040	Kayser, Douglas	8	02	monthly 1	197.00	15-Aug-88	Outstanding
016761	000000042	Stolz, Steven P.	8	02	monthly 1	54.50	15-Aug-88	Outstanding
016762	000000044	Blanchard, Patricia M.	8	02	monthly 1	20.50	15-Aug-88	Outstanding
016763	000000045	Gilbert, Jerome J.	8	02	monthly 1	108.68	15-Aug-88	Outstanding
016764	000000046	Holmgren, John H.	8	02	monthly 1	185.50	15-Aug-88	Outstanding
016765	000000047	McNabb, Kevin	8	02	monthly 1	111.50	15-Aug-88	Outstanding
016766	000000049	Anderson, Kevin L.	8	02	monthly 1	235.00	15-Aug-88	Outstanding

Grand Total

10,894.18

**DAHLGREN
SHARDLOW
AND UBAN**

INCORPORATED

CONSULTING PLANNERS
LANDSCAPE ARCHITECTS
300 FIRST AVENUE NORTH
SUITE 210
MINNEAPOLIS, MN 55401
612-339-3300

08/05/88

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

ATTENTION: Mayor and Council

RE: Technical Assistance (#0150100)

Statement of Account
DAHLGREN SHARDLOW & UBAN, INC.

For professional services during the period of July 1,
1988, through July 31, 1988.

SPECIAL TECHNICAL ASSISTANCE

Preparing/Meeting	Planning Commission
Office Hours	
Writing	Reports for TA Contract Letter re: Public Hearing
Research	
Review	
Graphics	
Phone Calls	A. Carrol
Secretarial Service	
Copying/Collating	

*** Total Time

\$1,218.50

Expenses

Mileage
Postage/Shipping
Photocopies


*** Total Expenses 62.09

TOTAL TIME \$1,218.50
TOTAL EXPENSES \$62.09

TOTAL CHARGES 1,280.59

VARIANCE 447.26

TOTAL PAYABLE AS PER FIXED FEE CONTRACT 833.33



C. John Uban

08/10/88

Period of July 1, 1988 through July 31, 1988,

SPECIAL TECHNICAL ASSISTANCE

Preparing/Meeting	Planning Commission				
	880716	RJD	00030	03500	105.00
Office Hours	880731	RJD	00060	03500	210.00
Writing	Reports for TA Contract				
	Letter re: Public Hearing				
	880723	RJD	00010	03500	35.00
	880731	RJD	00040	03500	140.00
Research	880716	RJD	00070	03500	245.00
Review	880709	RJD	00040	03500	140.00
Graphics	880723	EJH	00025	04500	112.50
Phone Calls	A. Carrol				
	880716	RJD	00010	03500	35.00
Secretarial Service	880723	GMS	00018	03500	63.00
	880731	GMS	00005	03500	17.50
Copying/Collating	880723	GMS	00033	03500	115.50
	*** Total Time				1,218.50
Expenses	Mileage				
	880716	RJD	00400	00030	12.00
	880731	RJD	00600	00030	18.00

	Postage/Shipping		
880731	00000 00100		0.29
	Photocopies		
880731	00000 00100		31.80

*** Total Expenses \$62.09

TOTAL TIME	\$1,218.50
TOTAL EXPENSES	\$62.09

TOTAL THIS BILL	<u>\$1,280.59</u>
-----------------	-------------------

VARIANCE	447.26-
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TOTAL PAYABLE PER FIXED FEE CONTRACT	<u>\$833.33</u>
--------------------------------------	-----------------

C. John Uban



CONSULTING ENGINEERS

Maier Stewart & Associates Inc.

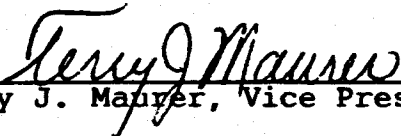
City of Falcon Heights
2077 Larpenteur Avenue West
Falcon Heights, Minnesota 55113

Summary of Engineering Services Rendered
June 26 through July 23, 1988

<u>Project #</u>	<u>Project Description</u>	<u>Invoice #</u>	<u>Amount Due</u>
330-000-00	Falcon Heights General Service	768	\$ 80.85
330-007-70	Ciatti's Parking Issues	769	\$ 3,352.12
330-008-20	1988 Street Seal Coating	770	\$ 476.59
330-009-70	Street Maintenance Program	771	\$ 233.86

TOTAL ENGINEERING SERVICES RENDERED THIS PERIOD \$ 4,143.42
=====

I hereby certify this represents a true and complete picture of the charges for Engineering Services during the period in question, and as such, constitutes a claim against the City of Falcon Heights.



Terry J. Maurer, Vice President

Maier Stewart & Associates
1959 Sloan Place
St. Paul, Minnesota 55117

Project: 330-000-00 FALCON HEIGHTS GENERAL SERVICE Invoice No. 768
August 5, 1988
Page number 1

City of Falcon Heights
2077 Larpenteur Avenue West
Falcon Heights MN 55113

For Engineering Services Rendered From June 26 through July 23, 1988

Professional Services

Date	Hours	Cost Rate	DPE Mult	Rate	Profit Mult	Amount	
Project Engineer							
Terry J. Maurer							
Other Billable							
7-09-88	1.50	22.00	1.00	22.00	2.45	80.85	
Staff Labor Expense:	1.50					80.85	80.85
						TOTAL THIS INVOICE	80.85

Ramsey County Technical Advisory Committee Meeting

Maier Stewart & Associates
 1959 Sloan Place
 St. Paul, Minnesota 55117

Project: 330-007-70 CIATTI'S PARKING ISSUES

Invoice No. 769
 August 5, 1988
 Page number 1

City of Falcon Heights
 2077 Larpenteur Avenue West
 Falcon Heights MN 55113

For Engineering Services Rendered From June 26 through July 23, 1988

Professional Services

Date	Hours	Cost Rate	DPE Mult	Rate	Profit Mult	Amount
Project Engineer						
Terry J. Maurer Construction Administration						
7-02-88	2.50	22.00	1.00	22.00	2.45	134.75
7-09-88	.50	22.00	1.00	22.00	2.45	26.95
Staff Engineer						
Mark J. Graham Construction Administration						
7-02-88	2.50	12.80	1.00	12.80	2.45	78.40
7-09-88	1.00	12.80	1.00	12.80	2.45	31.36
Pay Estimates						
7-23-88	1.00	12.80	1.00	12.80	2.45	31.36
Surveyor						
Marvin W. Bimberg Surveying & Staking						
7-02-88	7.50	17.20	1.00	17.20	2.45	316.05
Technician I						
Thomas E. Lindahl Inspection						
7-02-88	26.00	14.37	1.00	14.37	2.45	915.37
7-09-88	21.50	14.37	1.00	14.37	2.45	756.94
Michael C. Austinson Surveying & Staking						
7-02-88	7.50	10.60	1.00	10.60	2.45	194.78

Maier Stewart & Associates
 1959 Sloan Place
 St. Paul, Minnesota 55117

Project: 330-008-20 1988 STREET SEAL COATING

Invoice No. 770
 August 5, 1988
 Page number 1

City of Falcon Heights
 2077 Larpenteur Avenue West
 Falcon Heights MN 55113

For Engineering Services Rendered From June 26 through July 23, 1988

Professional Services

Date	Hours	Cost Rate	DPE Mult	Rate	Profit Mult	Amount
Project Engineer						
Terry J. Maurer Construction Administration						
7-02-88	1.00	22.00	1.00	22.00	2.45	53.90
Staff Engineer						
Mark J. Graham Construction Administration						
7-02-88	1.00	12.80	1.00	12.80	2.45	31.36
7-16-88	.50	12.80	1.00	12.80	2.45	15.68
Pay Estimates						
7-23-88	1.00	12.80	1.00	12.80	2.45	31.36
Technician I						
Paul H. Ylonen Pay Estimates						
7-02-88	1.00	12.90	1.00	12.90	2.45	31.61
Technician III						
Gregory R. Lennox Inspection						
7-16-88	10.50	9.00	1.00	9.00	2.45	231.53
Clerical						
Marie O. Soliz Clerical						
7-02-88	2.00	10.80	1.00	10.80	2.45	52.92
7-23-88	.50	10.80	1.00	10.80	2.45	13.23

Maier Stewart & Associates
 1959 Sloan Place
 St. Paul, Minnesota 55117

Project: 330-009-70 STREET MAINTENANCE PROGRAM

Invoice No. 771
 August 5, 1988
 Page number 1

City of Falcon Heights
 2077 Larpenteur Avenue West
 Falcon Heights MN 55113

For Engineering Services Rendered From June 26 through July 23, 1988

Professional Services

Date	Hours	Cost Rate	DPE Mult	Rate	Profit Mult	Amount	
Project Engineer							
Terry J. Maurer							
Report Preparation							
7-23-88	2.00	22.00	1.00	22.00	2.45	107.80	
Technician I							
David R. Thompson							
Inspection	7-23-88	4.00	11.70	1.00	11.70	2.45	114.66
Staff Labor Expense:	6.00					222.46	222.46

Direct Expenses

	Date	Amount	
PERSONAL TRUCK			
	7-23-88	11.40	
PERSONAL TRUCK total		11.40	
Direct Expenses Total:		11.40	11.40
TOTAL THIS INVOICE			233.86

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

ATTORNEYS AND COUNSELORS AT LAW

BOCK, EDWARD A. JR.
BUCHMAN, JOHN T.
GEDDE, THOMAS A.
HICKEN, JEFFREY P.
HOWARD, ROBERT A.
JENSEN, DAVID L.
MATTHE, PAUL E.
MULVAHILL, JAMES P.
SCOTT, MICHAEL J.
SOUCIE, FRED M.

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

TELEPHONE (612) 421-4110

August 8, 1988

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

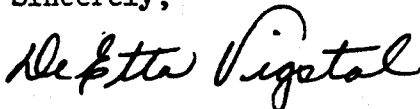
Ms. Jan Wiessner
Clerk Administrator
City of Falcon Heights
2077 W. Larpenteur Avenue
Falcon Heights, MN 55113

Dear Ms. Wiessner:

Enclosed are our itemized statements for the City of Falcon Heights for the month of July, 1988. The total charges for all statements this month are:

Professional Services	\$ 2,287.50
Expenses	183.67
	<hr/>
Current Amount Due	\$ 2,471.17

Sincerely,



De Etta Vigstol
Finance Director

enc.

JENSEN, HICKEN, GEDDE & SOUCIE, P.A.
ATTORNEYS AND COUNSELORS AT LAW

STATEMENT DATE: 07/31/88

800201 CITY OF FALCON HEIGHTS-CIVIL

300 ANOKA OFFICE CENTER
 2150 THIRD AVENUE
 ANOKA, MINNESOTA 55303-2296
 TELEPHONE (612) 421-4110

CITY OF FALCON HEIGHTS
 2077 W. LARPEN TEUR AVE.
 FALCON HEIGHTS, MN 55113

INVOICE NO. 8741

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

AMOUNT PAID \$ _____

DATE	ITEM	ITEM DESCRIPTION	AMOUNT	BALANCE
		BEGINNING BALANCE		\$329.00
		PROFESSIONAL SERVICES (SEE ATTACHED SUMMARY OF TIME RECORDS)		\$102.00
		EXPENSES		\$.00
		TOTAL CHARGES THIS STATEMENT		\$102.00
		PAYMENT		
		\$.00		
		CHARGES		
		\$102.00		
		CURRENT BALANCE		\$431.00
		Less payment 8/3/88		(329.00)
		Please pay		\$ 102.00

08/08/88

JENSEN, HICKEN, GEDDE & SOUCIE P.A.
300 ANOKA OFFICE CENTER - 2150 THIRD AVE
ANOKA, MINNESOTA 55303

.....
.....
BILLED & UNBILLED TIME RECORDS FOR FILE: 800201

FILE NAME: CITY OF FALCON HEIGHTS-CIVIL
CLIENT NAME: CITY OF FALCON HEIGHTS

-DATE-	ATTY SEQ	-----TRANSACTIONS-----	TIME	CHARGES
070888	PEM 03	RESEARCH STATUTES RE ELECTION PRECINCT	1.20	\$102.00
		CHANGES & NOTIFICATION OF VOTERS; PHONE		
		CONF W/JAN WIESSNER RE SAME		

PEM 1.20HRS = \$102.00

TOTAL FOR FILE: 800201	BILLED	UNBILLED	TOTAL
TIME	.00hrs.	1.20hrs	1.20hrs.
CHARGES	\$.00	\$102.00	\$102.00

JENSEN, HICKEN, GEDDE & SOUCIE, P.A.
ATTORNEYS AND COUNSELORS AT LAW

STATEMENT DATE: 07/31/88

300 ANOKA OFFICE CENTER
2150 THIRD AVENUE
ANOKA, MINNESOTA 55303-2286
TELEPHONE (612) 421-4110

800202

CITY OF FALCON HEIGHTS-CRIMINAL

CITY OF FALCON HEIGHTS
2077 W. LARPEN TEUR AVE.
FALCON HEIGHTS, MN 55113

INVOICE NO. 8742

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

AMOUNT PAID \$ _____

DATE	ITEM	ITEM DESCRIPTION	AMOUNT	BALANCE
		BEGINNING BALANCE		\$1007.25
07/08/88	000000	PHOTOCOPIES	\$17.85	
07/12/88	000000	PHOTOCOPIES	\$1.05	
07/13/88	013601	TRANSCRIPT JANE M. BOWMAN	\$11.25	
07/19/88	000000	PHOTOCOPIES	\$16.80	
07/21/88	013673	WESTLAW RESEARCH ANOKA COUNTY LAW LIBRARY	\$71.72	
07/21/88	013679	SERVICE FEES METRO LEGAL SERVICES, INC.	\$55.00	
07/31/88	013747	MILEAGE AND PARKING DEB AMBERG	\$10.00	

PROFESSIONAL SERVICES
(SEE ATTACHED SUMMARY OF TIME RECORDS) \$2185.50
EXPENSES \$183.67
TOTAL CHARGES THIS STATEMENT \$2369.17

PAYMENT	CHARGES	CURRENT BALANCE
\$.00	\$2369.17	\$3376.42
Less payment 8/3/88		(1007.25)
Please pay		\$ 2369.17

BILLED & UNBILLED TIME RECORDS FOR FILE: 800202

FILE NAME: CITY OF FALCON HEIGHTS-CRIMINAL
 CLIENT NAME: CITY OF FALCON HEIGHTS

-DATE-	ATTY	SEQ	-----TRANSACTIONS-----	TIME	CHARGES
070588	DAA	02	RESEARCH	1.10	\$27.50
070588	KLS	05	PHONE CONF W/MARY THEISEN, ATTORNEY GENERAL'S OFFICE	.10	\$2.50
070588	MJS	12	LETTER FROM PUBLIC DEFENDER RE ST V OLSON	.20	\$12.00
070788	DAA	02	DRAFT MEMORANDUM	4.40	\$110.00
070788	KLS	04	PREPARE FILES FOR TRIAL; 3 LETTERS TO DEPARTMENT OF MOTOR VEHICLES; LETTER TO DEPARTMENT OF PUBLIC SAFETY	1.10	\$27.50
070888	DAA	01	PREPARE MEMORANDUM OF LAW RE RONNING	1.20	\$30.00
070888	KLS	04	2 PHONE CONF'S W/CLERK OF COURT; OFFICE CONF W/ATTY SCOTT RE PROCEDURE	.40	\$10.00
070888	MJS	08	REVIEW & REVISE ST V RONNING MOTION PAPERS; PHONE CONF W/CLERK OF COURT	1.00	\$60.00
071188	KLS	03	PHONE CONF W/CLERK OF COURT; LETTER TO ATTORNEY GENERAL'S OFFICE; REVIEW 7/25 FILES W/ATTY SCOTT; COURT TRIAL NOTICES TO WITNESSES	1.20	\$30.00
071188	MJS	04	PREPARE FOR & ATTEND MOTION HEARING RE ST V RONNING IN MAPLEWOOD	3.20	\$192.00
071288	KLS	04	PREPARE 8/3 FILES FOR TRIAL; PHONE CONF W/U OF M POLICE; LETTER TO A A WILSON; PHONE CONF W/METRO LEGAL SERVICES; PREPARE SUBPOENA FOR 8/3 TRIALS	1.40	\$35.00
071288	KLS	05	LETTER TO DEPT OF PUBLIC SAFETY; LETTER TO SHERIFF PATROL STATION; LETTER TO DEPT OF MOTOR VEHICLES; PREPARE 8/3 FILES FOR TRIAL; PHONE CONF W/CLERK OF COURT; PREPARE SUBPOENAS & COURT NOTICES TO WITNESSES	2.70	\$67.50
071288	KLS	06	ATTEND ARRAIGNMENTS IN MAPLEWOOD	.00	\$0.00
071388	MJS	02	ATTEND ARRAIGNMENTS IN MAPLEWOOD	4.50	\$270.00
071388	MJS	03	2 PHONE CONF'S W/ATTY WARG; PHONE CONF W/LOIS MILLETT RE ST V MILLETT	.60	\$36.00
071388	KLS	03	PHONE CONF W/WITNESS T V MILLETT; LETTER TO A A WILSON	.50	\$12.50
071488	KLS	02	OFFICE CONF W/ATTY SCOTT RE ST FAIR VENUE	.30	\$7.50
071488	MJS	10	REVIEW ST V DOWD REPORTS FROM RAMSEY CO SHERIFF; PHONE CONF W/ATTORNEY GENERAL RE STATE FAIR PROSECUTIONS; PHONE CONF W/ATTY WARG	.80	\$48.00
071588	KLS	07	REVIEW INCOMING REPORTS; PREPARE FILES FOR TRIAL; PHONE CONF W/CLERK OF COURT; OFFICE CONF W/ATTYSCOTT RE ST V MILLETTE	.70	\$17.50
071888	KLS	09	PHONE CONF W/CLERK OF COURT; PHONE CONF W/WITNESS T V MILLETTE; PHONE CONF W/ARDEN HILLS POLICE DEPT RE ST V MALECHA; PHONE CONF W/ATTY GENERAL'S OFFICE	.50	\$12.50

08/08/88

JENSEN, HICKEN, GEDDE & SOUCIE P.A.
300 ANOKA OFFICE CENTER - 2150 THIRD AVE
ANOKA, MINNESOTA 55303

.....
.....
BILLED & UNBILLED TIME RECORDS FOR FILE: 800202

FILE NAME: CITY OF FALCON HEIGHTS-CRIMINAL

CLIENT NAME: CITY OF FALCON HEIGHTS

-DATE-	ATTY	SEQ	-----TRANSACTIONS-----	TIME	CHARGES
071888	KLS	10	RESEARCH; PHONE CONF W/DEPT OF MOTOR VEHICLES; PHONE CONF W/STATE FAIR POLICE DEPARTMENT	.70	\$17.50
071888	MJS	06	REVIEW REPORTS RE ST V DOWD; LETTER TO DEPUTY SCHROEPFER	.40	\$24.00
071988	MJS	11	REVIEW & REVISE GROSS DUI COMPLAINT	.30	\$18.00
071988	KLS	09	PREPARE GROSS COMPLAINT ST V AND; OFFICE CONF W/CLERK OF COURT; PHONE CONF W/OFFICER CIEMANSKI, SFPD	.90	\$22.50
071988	KLS	10	LETTER TO OFFICER RE COURT APPEARANCE	.30	\$7.50
072088	DAA	04	FILE COMPLAINT RE AMOS IN MAPLEWOOD	2.00	\$50.00
072088	KLS	04	PHONE CONF W/DEPT OF MOTOR VEHICLES; PHONE CONF W/CLERK OF COURT	.30	\$7.50
072188	MJS	06	PHONE CONF W/ATTY GETTY RE ST V EVANS; PHONE CONF W/ATTY MAYRAND	.60	\$36.00
072188	KLS	07	PREPARE 8/3 FILES FOR TRIAL; OFFICE CONF W/ATTY SCOTT RE 7/25 COURT DATE	.80	\$20.00
072288	MJS	11	REVIEW GROSS DUI COMPLAINT; PHONE CONF W/ATTY MAYRAND; REVIEW FILE; PREPARE FOR JURY TRIALS; PHONE CONF W/ATTY HAUSER	1.50	\$90.00
072488	MJS	01	PREPARE FOR JURY TRIALS	1.20	\$72.00
072588	MJS	07	COURT APPEARANCE AT INITIAL JURY TRIAL SETTINGS; PHONE CONF'S W/WITNESSES	4.50	\$270.00
072688	KLS	08	PHONE CONF W/DUTY SGT RCSO; PHONE CONF W/DEPT PUBLIC SAFETY; PHONE CONF W/CLERK OF COURT; OFFICE CONF W/ATTY SCOTT RE UPCOMING COURT DATES; PHONE CONF W/ROLLIE HUNTER, DPS; PHONE CONF W/CLERK	1.30	\$32.50
072688	KLS	09	OF COURT RE ST V CAMPBELL	.00	\$0.00
072688	MJS	05	PHONE CONF W/DEF ONYONKO; REVIEW FILES FOR 8/3 COURT TRIALS & PRETRIALS; PHONE CONF W/DEPT OF PUBLIC SAFETY	.80	\$48.00
072788	MJS	08	PREPARE FOR ST V MELDAHL JURY TRIAL; PHONE CONF W/INV EISBACH RE ST V EVANS; PHONE CONF W/DEPT PUBLIC SAFETY; PHONE CONF W/DEPUTY JAHNKE; PHONE CONF W/JUDGE PETERSON'S CLERK	1.80	\$108.00
072888	MJS	01	JURY TRIAL - ST V MELDAHL	5.50	\$330.00
072988	MJS	09	PHONE CONF W/CLERK OF COURT; PHONE CONF W/ATTY GETTY	.40	\$24.00

MJS 27.30HRS = \$1638.00
DAA 8.70HRS = \$217.50
KLS 13.20HRS = \$330.00

TOTAL FOR FILE: 800202

	BILLED	UNBILLED	TOTAL
TIME	.00hrs.	49.20hrs	49.20hrs.
CHARGES	\$0.00	\$2185.50	\$2185.50

Consent X

Agenda Item: E2

Policy _____

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

Solid Waste Commission Minutes

SUBMITTED BY:

Solid Waste Commission

REVIEWED BY:

Shirley Chenoweth

EXPLANATION/SUMMARY (attach additional sheets as necessary):

Attached Minutes of August 3, 1988

*Shirley -
Budget disc?*

ACTION REQUESTED:

SK

MINUTES
SOLID WASTE COMMISSION
August 3, 1988

MEMBERS PRESENT: Misra, Klisch, Thompson, Brynildson, Wray, Haglund, Chenoweth

Misra convened the meeting at 7:30 p.m.

SUPERCYCLE CONTRACT

- Contract went out
- Ramsey county will not pay over 25 tons on contract.

ICE CREAM SOCIAL AND RECYCLING SIGNS

Nobody signed up for recycling sign at ice cream social.
We probably will have to put more staples in the signs so they hold up better
- need lumber and washers to reinforce sign and nails.

BUDGET

- No significant work on budget. Jan needs a rough outline by this Friday.
- Added \$1200.00 to tools and equipment in budget for purchase of containers for pilot project. (Item 31 in budget). Brings Total capital outlay \$16,075.00 and \$17,275.
- Changed contractual service from \$12,000.00 to \$18,000.00. Got rid of 10% changed capital outlay to \$22,075.00.
- Motion to approve budget, SECONDED and APPROVED. Will be sent to council.

WORKPLANS FOR COMMISSION

- Workplans broken down to now, soon and future activities
- Work out plan for composting (major areas of concern)
Look at funding for program.
- Student Intern and public education
- Look at zoning regulations
- Organized collection
- Hazardous Waste
- Commercial Waste
- Need outline of topics, research topics. Look at alternatives to develop an integrated look and long term goals for commission. (mission statement)
- Parameters for workplan
- Mission statement (legislative mandate-yes, no)
- Goals
- Define problems (state, county laws, regulation/administrative)
- Actions (alternatives, solutions)
- Resources
- Timeline for areas of concerns.
- Next meeting form committee's miniplan, integrating meeting for final plans.

Next meeting of the Commission will be on August 17, 1988.

Consent X

Agenda Item: F3

Policy _____

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

Licenses

What is this?

SUBMITTED BY:

Shirley Chenoweth

REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

See attached list. All are renewals except Home Modernizers Inc.

ACTION REQUESTED:

SAC

CONSENT AGENDA
AUGUST 24, 1988
LICENSES

SEWER CLEANERS

Metro Sewers #150
1249 Rice St
St. Paul, Mn 55117

REFUSE HAULING

Action Disposal #151
4300 E. 65th St
Inver Grove Heights, Mn 55075

Bellaire Sanitation, Inc, #152
2678 75th St.
Stillwater, Mn 55082

GENERAL CONTRACTING

Home Modernizers Inc. #148
4153 Minnehaha
Minneapolis, Mn 55404

MECHANICAL CONTRACTING

Hinding Heating & Air Conditioning Inc.
915 W. 7th St. #149
St. Paul, Mn 55102

Harris Mechanical Contracting Co.
2300 Territorial Rd. #146
St. Paul, Mn 55114

Suburban Propane Gas Corp dba Tesgas
1430 Old Hwy 8 #153
New Brighton, Mn 55112

Consent X

Agenda Item: E4

Priority

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

Sheriffs report for July, 1988

SUBMITTED BY:

Ramsey County Sheriffs Department

REVIEWED BY:

Shirley Chenoweth

EXPLANATION/SUMMARY (attach additional sheets as necessary):

See attached report

ACTION REQUESTED:

SPC

DATE OF ISSUE 08/04/88
TIME 0756

RAMSEY COUNTY
SHERIFFS INCIDENT REPORTING SYSTEM

PAGE NO 2
PROGRAM NO SHF03P4

REPORT BY INCIDENT WITHIN CITY FOR PERIOD FROM 07-01-88 TO 07-31-88

83 FALCON HEIGHTS	
57 BOATING & SWIMMING	0
58 BREATHALYZER	0
59 DOA'S	0
60 DOB'S	1
61 DOG COMPLAINTS	1
62 DOMESTIC	0
63 EMERGENCY	5
64 FIRE	4
65 LOUD	4
66 MISSING PERSONS	2
67 PROMLER	0
68 RECOVERED PROPERTY	2
69 SEARCH WARRANTS	0
70 SNOWMOBILES	0
71 SUSPICIOUS COMPLAINT	11
72 TRAFFIC	23
73 MISCELLANEOUS	23
TOTAL	158

DATE OF ISSUE 08/04/88
TIME 0756

RAMSEY COUNTY
SHERIFFS INCIDENT REPORTING SYSTEM

PAGE NO 1
PROGRAM NO SHF031

REPORT BY INCIDENT WITHIN CITY FOR PERIOD FROM 07-01-88 TO 07-31-88.

33 FALCON HEIGHTS

01 CRIMIAL HOMICIDE	0
02 FORCIBLE RAPE	0
03 ROBBERY	0
04 ASSAULT	0
05 BURGLARY-RESIDENCE	1
06 BURGLARY-NON RES	1
07 BURGLARY-ATTEMPTED	0
08 BURGLARY-POSSIBLE	0
09 THEFT-OVER \$50	10
10 THEFT-UNDER \$50	9
11 THEFT-ATTEMPTED	0
12 THEFT-POSSIBLE	0
13 AUTO THEFT-RECOVERED	1
14 AUTO THEFT-ATTEMPTED	3
15 AUTO THEFT-POSSIBLE	0
16 ARSON	0
17 FORGERY & C-FEITING	0
18 FRAUD	0
19 EMBEZZLEMENT	0
20 STOLEN PROPERTY-BUY	0
21 STOLEN PROPERTY-REC	0
22 ABDUCTION	0
23 VANDALISM	7
24 WEAPONS	0
25 PROSTITUTION & VICE	0
26 SEX OFFENCE	0
27 NARCOTIC DRUG LAWS	0
28 GAMBLING	0
29 OFFENSE-FAN & CLDRN	0
30 DRIVING-UNDER INFLUE	2
31 LIQUOR LAWS	1
32 DISORDERLY CONDUCT	13
33 VAGRANCY	0
34 ALL OTHER OFFENSES	1
50 ACC-PROPERTY DAMAGE	16
51 ACC-PERSONAL INJURY	2
52 ACC-FATAL	0
53 STREET LIGHTS	0
54 ALARMS	10
55 ANIMALS (OTHERS)	2
56 ASSIST A CITIZEN	7

Consent _____

Agenda Item: F1

Policy X

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

A New Structure for Community Cable Access

SUBMITTED BY:

Bootsie Anderson

REVIEWED BY:

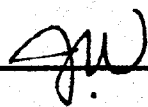
Falcon Heights Cable Commission Representative, Ron Eggert

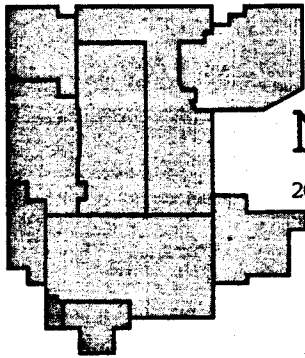
EXPLANATION/SUMMARY (attach additional sheets as necessary):

Attached is the Executive Summary of and proposed resolution supporting the cable commission's report on "A New Structure for Community Access in the North Suburbs". The full 40+ page report is available in City Hall if you'd like to read it.

ACTION REQUESTED:

Adopt attached resolution





NORTH SUBURBAN CABLE COMMISSION

2077 WEST LARPEN TEUR AVENUE FALCON HEIGHTS, MINNESOTA 55113 • (612) 646-8172

August 12, 1988

Janet R. Wiessner
2077 West Larpenteur
Falcon Heights, MN 55113

Dear Janet,

Enclosed you will find the completed Access Report entitled " A New Structure for Community Access in the North Suburbs".

Please review this report and share it with your councils for their review and approval. Located in the 20 page appendices you will find a resolution for your approval.

Should you choose not to read through the entire 40+ page document, there is an Executive Summary at the beginning of the report that is only 6 pages long.

The Commission approved and adopted the report at the August 4th regular meeting.

After you have looked through the report you may want to set up a workshop to discuss it with myself, Chairman Eggert and/or legal council, Tom Creighton.

Sincerely,

Bootsie Anderson
dms

Bootsie Anderson
Administrator

BA/dms
Enclosures

**A NEW STRUCTURE
FOR COMMUNITY ACCESS
IN THE NORTH SUBURBS**

**A Report Adopted By
the North Suburban Cable Commission
August 4, 1988**

EXECUTIVE SUMMARY

Prepared by:

**Anita Stech
Communications Projects
2420 East Sixth Street
Duluth, MN 55812**

8/4/88es

I. INTRODUCTION

From January through June, 1988, members of the North Suburban Cable Commission (Commission) conducted a study of community access on the cable system that serves its ten member cities. The goals of the community access study were:

1. to improve community access,
2. to better understand community access needs and support,
3. to respond to the request to change the access management structure in the North Suburbs, and
4. to ensure that resources for successful community access operations are provided.

During the study's initial stage, Commission members outlined several objectives, listing individual tasks necessary to reach these goals. They are:

1. to list the functions of a community access center,
2. to study community access management structures,
3. to determine community access success standards,
4. to inventory current resources available for community access,
5. to define resource needs for access operations that would increase activity in community access,
6. to determine the relationship of public, educational, government, library, special needs, and religious access in a management structure,
7. to design a community access management structure and operations and/or guideline for the same, and
8. if appropriate, to discuss the transition methods between current and proposed access management structures.

Throughout the course of the study, Commission members reviewed materials prepared by their consultant, discussing and using them as a basis for policy recommendations regarding the future of community access. Commission members invited persons involved in community access including those employed by Cable TV North Central who work in community access to comment and to discuss access issues with them. Commission members formally solicited comments and suggestions from access users, potential access users, those trained to use access facilities but who have not made use of that opportunity, and others.

* The Commission members prepared this report to summarize their work, and to outline the new direction for community access which they have determined will provide the most successful community access operation in the ten city area. Following adoption of this report on August 4, 1988 by the Commission, each member city will be asked to consider a resolution which endorses the major conclusions and recommendations of this report, and which directs the city's representative on the Commission to implement the recommendations. This report will be presented to Cable TV North Central and to members of the public. In so doing, the Commission hopes that its view of community access will be shared by all.

II. BACKGROUND

NOTE: In any discussion of local programming on a cable communications system, one encounters several terms such as "public access", "local origination", and "institutional network". These and other terms as they have been used in this study are defined in Appendix A. The reader is urged to consult the glossary to understand the meaning of the terms as they apply to the specific situation in the North Suburban area.

Community access in the North Suburbs is currently managed by Cable TV North Central, a company providing cable communications services to the cities of Arden Hills, Falcon Heights, Lauderdale, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, Saint Anthony, and Shoreview. As community access manager, Cable TV North Central employs a staff, provides equipment, facilities, and assistance to those interested in producing programs for cablecast or messages for display on appropriate channels of the system designated for access or community message use.

The North Suburban Cable Commission (Commission) is composed of ten members, one appointed from each member city. The Commission has been charged by the member cities through a joint and cooperative agreement to oversee and administer the franchise agreements in effect between the cities and Cable TV North Central.

The North Suburbs Access Corporation (NSAC) is a non-profit tax-exempt corporation established for the purpose of performing functions of the Commission on matters related to community access. Its members are the same as those serving on the Commission plus one representative of Cable TV North Central.

III. THE PROCESS

From January through June, 1988, Commission members participated in 11 workshops as part of the community access study. During these workshops, members discussed and made policy recommendations on the following issues and topics:

1. the definition of "successful access operations" in the North Suburbs,
2. performance indicators to measure the activity of the entity that will manage community access,
3. the access management structure that will best achieve success as defined by Commission members in community access,
4. the relationship of a community access management entity to those institutions involved in community access at the present time, i.e., school districts, non-public schools, higher education institutions, public libraries, municipal and other government entities, and

5. resources necessary to support a successful community access operation.

In that process, the Commission members also received information from various sources -- their consultant, those involved in various access management situations, Cable TV North Central access staff, access users, and non-users on the following:

1. resource needs for supporting community access,
2. community access management structure options, and
3. options for handling administrative and personnel tasks, and for owning and maintaining equipment and facilities.

IV. SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

As a result of their study of community access, the North Suburban Cable Commission members have come to a number of conclusions regarding the structure and activities that will best serve the North Suburban area's current and potential users and viewers. Following is a summary of the conclusions and recommendations of this report:

1. that community access can serve the communications needs of the variety of community organizations, institutions and individuals that are part of the member cities served by the cable communications company;

2. that community access can enrich the cable subscribers/viewers by providing information about community events and resources and by providing an awareness of the scope and dynamics of activity within the ten-city area;

3. that common standards and expectations of a community access operation (as established in the full report) should be understood by all parties involved in community access;

4. that a community access operation should be planned and evaluated through the use of the various performance indicators (as outlined in the full report) so that its degree of success can be easily assessed by all parties;

5. that a successful community access operation should result in an increase over time of a) original programs produced locally, b) the involvement of community organizations, individuals, and institutions, and c) of viewership of the community access channels;

6. that formal guidelines be established periodically which provide direction to the entity managing community access by allocating resources to various types of users which include but are not limited to community organizations, individuals, school districts, non-public schools, higher education institutions, libraries, city governments, and other government agencies;

7. that a community access operation should provide services to organizations, individuals and institutions in the North Suburban area based on the parties' interests, energies and willingness to become involved in access, and on the established resource allocation guidelines;

8. that effectively promoting the access opportunity by targeting organizations, individuals and/or institutions within the resource allocation guidelines is vital to the success of community access;

9. that the types of training and production assistance made available through community access operations must be flexible and varied enough to: a) accommodate the users' levels of knowledge, b) insure that users follow through with program and/or message production, and c) produce projects satisfactory to the users and their audiences;

10. that a community access operation must provide to community access users user-friendly, well maintained production equipment in a format compatible with consumer video equipment and at a time that it is requested by the users;

11. that the staff employed by a community access operation is key to the development of a successful operation, and that efforts must be made to attract, support, and retain quality individuals for staff positions;

12. that Cable TV North Central has failed in its efforts to provide the proper mix of resources to support and produce a successful community access operation (as outlined in the full report);

13. taking into consideration the various types of entities which might manage community access in the North Suburban area, that community access would best be managed by a non-profit corporation rather than by Cable TV North Central or its successors;

14. that direction of such a non-profit corporation should have strong ties to the member cities but that neither city governments nor the Commission should directly manage community access;

15. that such a non-profit corporation should take appropriate measures to establish an identity separate from the cable company, Commission and cities;

16. that such a non-profit corporation be supported by Cable TV North Central as directed by the cities through the Commission, through an orderly transfer to the non-profit corporation of all resources as required by the current cable communications franchise agreements held by Cable TV North Central

for community access;

17. that the North Suburbs Access Corporation (NSAC), an existing non-profit corporation which currently performs functions of the Commission on matters related to community access, be designated the non-profit corporation which will manage community access;

18. that, as a condition of being designated the entity which will manage community access, NSAC be expanded so that its Board of Directors will include representatives appointed and/or elected by the member cities, institutions, organizations and the general corporation membership;

19. that the NSAC Board periodically establish guidelines which allocate resources to various types of users which include but are not limited to community organizations, individuals, school districts, non-public schools, higher education institutions, libraries, city governments, and other government agencies; and,

20. that changes in current resources made available for community access are necessary for its success, which changes include but are not limited to: upgrading production equipment, establishing a master program guide for all community access programs, and providing conditions to ensure that quality access staff will be retained, with consideration of moving facilities from Cable TV North Central's current locations.

Based on these conclusions and recommendations, the Commission will attempt to implement the following steps:

1. Recommend to each member city the adoption of the "Resolution Supporting Community Access Management By A Non-Profit Corporation" directing the Commission to negotiate the transfer of access management and resources including equipment and facilities, proposed capital expenditures, operating funds, and channels from Cable TV North Central or its successor to a non-profit corporation.

2. Amend NSAC's articles of incorporation, changing its purpose, Board of Directors, and membership in accordance with this report.

3. Execute an agreement with Cable TV North Central transferring the resources as required by the franchise agreements with the member cities for community access to NSAC.

4. Request of Cable TV North Central the acceleration of its schedule for expending funds for capital equipment and facilities in order to update the current equipment and facilities at this time.

8/4/88es

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5. Consider entering formal discussions with appropriate parties for the transfer of equipment from the Edgewood studio facility to another location.

6. Appoint a committee to search for locations for a new main facility and operations base for the NSAC that would meet criteria established by the Commission.

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APPENDIX A

GLOSSARY OF TERMS USED IN THE ACCESS STUDY

Following is an outline of important terms relating directly to local programming including definitions and relationships to the NSCC system.

Local Programming -- video program or announcement/message produced or obtained by the cable system operator or by an individual, group, institution, or other entity for cablecast or display on the system

A. Operator Programming -- video program or announcement/message produced or obtained by the system operator and for which he/she is responsible for program or announcement/message contents

1. **Local Origination Programming** -- video programs produced or obtained by the system operator
-- generally supported by advertising
-- includes programs produced by the cable system staff and programs produced by other cable companies, groups, or entities and obtained by the cable operator for cablecast
Local origination programming is cablecast on Ch. 52.

2. **Local Ads** -- video advertisements, promos or public service announcements produced or obtained by the system operator for cablecast on a local origination channel(s)
Local ads are cablecast on Ch. 52.

3. **Local Avails** -- video advertisements, promos, or public service announcements produced or obtained by the system operator and inserted into available time slots on such satellite services as MTV, ESPN, USA Network, CNN, Nashville Network, etc.
Local Avails are cablecast on Ch. 3, 7, 10, 13, 14, and 20.

4. **Paid Advertisements** -- advertisements or announcements displayed on a character-generated or computer graphics channel and for which a fee is paid to the cable system operator
Paid advertisements are cablecast on Ch. 31.

5. **Community Announcements** -- announcements or messages concerning noncommercial groups, entities or institutions that are displayed via character generator
Community Announcements are displayed on Ch. 62.

B. Access Programming -- video programs or announcements/messages produced or obtained by local individuals, groups, institutions, or other entities and for which the producer is responsible for the program or announcement/message contents

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1. Community Access Programming -- noncommercial video programs or announcements/messages produced by individuals or non-profit groups, or institutions and for which the producer is responsible for the program or announcement/message content

--programming cablecast on channels designated to certain uses or for certain users

Community Access Programming is cablecast on Ch. 16, 33, 51, 53, 63, 64, 66, 67, 68, and 69.

a. Public Access Programming -- programs or announcements/messages produced by individuals or non-profit organizations and institutions for which the producer of the program or announcement is responsible for contents
Public Access Programming is cablecast on Ch. 33 and 69.

b. Educational Access Programming -- video programs or announcements/messages produced or obtained by educational institutions or programming that is educational in nature and for which the producer is responsible for contents
Educational access programming is cablecast on Ch. 51, 64, 66, and 67.

c. Government Access Programming -- video programs or announcements/messages produced or obtained by government entities or that which concerns government and for which the producer is responsible for contents
Government access programming is cablecast on Ch. 16.

d. Library Access Programming -- video programs or announcements/messages produced or obtained and cablecast by the libraries and for which the producer is responsible for contents
Library access programming is cablecast on Ch. 53

e. Religious Access Programming -- video programs or announcements/messages produced or obtained by religious groups or entities or that is religious in nature and for which the producer is responsible for contents
Religious access programming is cablecast on Ch. 63

f. Special Needs Access Programming -- video programs or announcements/messages produced or obtained by individuals, groups or entities that are involved in women's, handicapped, seniors or minority issues and for which the producer is responsible for contents
Special needs access programming is cablecast on Ch. 68.

2. Leased Access -- video programs or announcements/messages produced by individuals, institutions, or organizations (non- or for profit) for which time is purchased from the operator and for which the producer is responsible for program or announcement/message contents

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Associated terms

Institutional Programming -- video programs or announcements produced by institutions or entities for distribution to other institutions or entities as opposed to the home subscribers of a cable system

Institutional Network -- physical plant (cable, modulators, switchers) which accepts and passes signals from various institutions or entities connected to the network

Regional Channel Programming -- programming or announcements distributed by the Twin Cities Regional Cable Channel, Inc.

Operating Rules -- rules established by the access management entity regarding use of the access channels, including the costs or time, identification of users, conditions for submitting programs for cablecast, use of production equipment, etc.

**RESOLUTION SUPPORTING COMMUNITY ACCESS MANAGEMENT
BY A NON-PROFIT CORPORATION**

The following resolution is presented to each member city by the Commission with a recommendation for its adoption:

WHEREAS, the City of _____ (hereinafter "City") recognizes the functions that community access on a cable communications system can perform in serving the communications needs of the variety of community organizations, institutions and individuals, and in enriching the cable subscribers/viewers by providing information about community events and resources plus an awareness of the scope and dynamics of activity within the ten-city area, and

WHEREAS, the North Suburban Cable Commission (hereinafter "Commission") is authorized to act on behalf of the City through a joint and cooperative agreement to oversee and administer the franchise that the City has granted to Cable TV North Central, and

WHEREAS, the Commission has completed a thorough study of community access which study's main conclusions include that community access would best be managed by a non-profit corporation rather than by the cable communications company, and that Cable TV North Central has failed in its efforts to provide the proper mix of resources to support and produce a successful access operation;

THEREFORE BE IT RESOLVED THAT:

The City directs its Commission representative to support the Commission's negotiations to effect the orderly transfer of community access management functions and resources from Cable TV North Central or its successor to a non-profit corporation which responsibility it is to promote the community access opportunities and to manage resources provided for same in the ten-city area, and which will have sufficient funds to perform its duties; and

The City directs its Commission representative to report the results of negotiations to the City for review and appropriate action.

8/4/88

Consent _____

Agenda Item: F2

Policy X

CITY OF FALCON HEIGHTS

Meeting Date: 8/27/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

City Participation in Roseville/Falcon Heights Chamber of Commerce
Community Profile Book

SUBMITTED BY:

Jan Wiessner

REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

The Roseville/Falcon Heights Chamber of Commerce will be publishing a
Community profile book which will be used to promote the Roseville -
Falcon Heights Area. The brochure will be paid for by selling advertising
to Chamber members. Information describing the brochure and advertising
costs are attached. Reprints are available on Ads of 1 page or more.

ACTION REQUESTED:

Decide whether to participate by purchasing advertising.
If so, how large an ad, what message to convey. (Since
this was not budgeted for, cost would come out of contingency
account.)

*full page ad, at least 2 color.
upm review mayor 4 color
JW*



Roseville ♦ Falcon Heights Chamber of Commerce

2489 Rice Street
Roseville, MN 55113
(612) 483-1313



Dear Chamber Member:

Your chamber is interested in promoting our community as a great place to live, work, play, and conduct a profitable business. To effectively assist us in our efforts, the Roseville/Falcon Heights Chamber Board of Directors has authorized the publication of a professionally prepared promotional book featuring our two cities.

This book, when published, will present our story in the style of a feature magazine. A combination of interesting, dramatic photography and colorful editorial copy will depict the facets of community life and industry.

The Roseville/Falcon Heights Community Profile Book will:

- Answer inquiries received from outside the community.
- Motivate out-of-state business prospects to relocate in our community.
- Give our business leaders, chamber of commerce, and other agencies a prestige handout for local, national and international impact.
- Sell prospective new families on moving to our area.
- Fulfill a recruiting need for skilled prospective employees and transferees.
- Remind local businesses that they can often obtain services and products from within our area.
- Provide newcomers with a valuable orientation piece and buyers' guide on area products and services.

The company chosen to develop this book, in conjunction with representatives of your chamber is Profile Publications, Inc., Crystal Lake, Illinois. They have specialized in the publication of chamber of commerce community books, business directories and maps for over 17 years. This is the only promotional book that is authorized by your chamber. We trust that you will find it to your value to participate in this program.

The publication will be supported solely by advertising. We request that you allow the Profile Publications representative, Jil Fowler, a few minutes of your time to let you see how you will benefit by participating in this program.

There are a limited number of preferred position ad spaces available on a first reply basis. Please call Jil at your chamber, 483-1313, or return the enclosed reply card to have your name placed on the priority calling list.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry Haubrich".

Larry Haubrich
President
Roseville/Falcon Heights
Chamber of Commerce
Division of the Suburban Area
Chamber of Commerce

A handwritten signature in cursive script, appearing to read "Robert L. Bierscheid".

Robert L. Bierscheid
Chairperson
Community Development Committee

Enc.



Roseville ♦ Falcon Heights Chamber of Commerce



2489 Rice Street
Roseville, MN 55113
(612) 483-1313

ROSEVILLE/FALCON HEIGHTS CHAMBER OF COMMERCE
1988 Community Profile Book
Distribution Plan

Effective distribution of the Profile Book is essential to the success of our project. The following is the distribution plan which will be used to help promote our Chamber, our members, and our community as a whole.

I. The Chamber will use the Community Profile in the following ways:

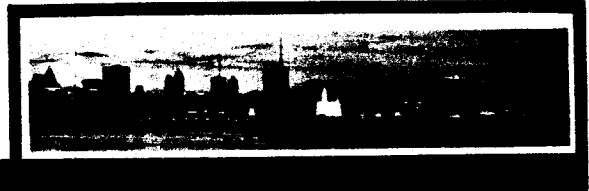
1. To motivate business and industrial prospects to relocate in our community.
2. To provide information to families considering moving to our area.
3. To attract local and outside developers to invest and build in our area.
4. To fulfill a recruiting need for skilled prospective key employees and transferees on the part of our industry, business, educational institutions, health care facilities, and our local government.
5. To answer inquiries received from outside the community at the Chamber office and City Halls each year.
6. To provide our city officials, business leaders, Chamber of Commerce executives, and other agencies with an excellent prestigious V.I.P. handout for local, national and international marketing.
7. To enhance our communities' positive image as a nice place to work, live and do business.
8. To provide a constant reminder to local companies and businesses that they can often obtain services and products from the Chamber member firms.
9. To provide newcomers with a valuable orientation piece and buyer's guide on the area and its products and services.
10. To promote tourism in our area by providing outside, interested parties with information on our many assets.

II. Distribution to be made in the following ways:

1. By direct mail to Roseville/Falcon Heights Area Chamber members who represent a prime market for advertisers in the book. (300)
2. Copies will be made available to all elected and appointed local government officials. (30)

3. Copies will be made available to banks and financial institutions for their use with clients and prospective clients. (250)
4. Copies will be made available to real estate firms, both residential and commercial. Realtors are very important distributors of the book since they can provide the new resident with information which will establish buying habits. Commercial realtors and developers find the book extremely helpful in attracting new firms to locate in the area. (500)
5. Provide the city and county governments with sufficient copies to answer inquiries which they receive. (500)
6. Copies will be made available to School District 623. (250)
7. Copies will be placed in high traffic areas:
 - Beauty salons and barber shops
 - Libraries, both school and civic
 - Professional office lobbies: doctors, dentists, insurance, hospitals, etc.
 - All schools and colleges
 - Hotels, motels and key restaurants
8. Copies will be made available at the Chamber office.
9. Copies will be made available to top management people in existing local firms. This promotes the member's firm as well as the other firms represented in the book. (200)
10. State of Minnesota Department of Commerce & Economic Development. (100)
11. Local V.I.P. meetings and trade shows to inform others of the areas assets.
12. In order to augment the Chamber's distribution program, advertising members will have copies of the Community "Profile" for their use as sales tools, public relations handouts, and recruiting instruments.

*file folder
reprints avail 1 p. on up*



include 1 photo & ad prep

ROSEVILLE/FALCON HEIGHTS SUBURBAN AREA CHAMBER OF COMMERCE 1988 COMMUNITY PROFILE

Advertising Rates (Reprint Prices, See Reverse Side)

	Members	Free Books		Members	Free Books
FOUR PAGE			FULL PAGE		
Four-Color	\$6,535.00	130	Four-Color	\$2,195.00	45
			Two-Color*	\$1,865.00	35
TWO PAGE			HALF PAGE		
Four-Color	\$3,845.00	75	Four-Color	\$1,745.00	35
			Two-Color*	\$1,425.00	25
COVERS/FOUR-COLOR			COLUMN AD		
Outside Back	\$3,295.00	65	Double/Two-Color*	\$ 895.00	10
Inside Front	\$2,995.00	60	Column/Two-Color*	\$ 595.00	10
Inside Back	\$2,995.00	60			

DIRECTORY LISTING: Included at no charge with Display advertising
GUARANTEED POSITION PAGE: Add 10% to ad rate.
TERMS: 1/3 with contract, balance due upon publication.

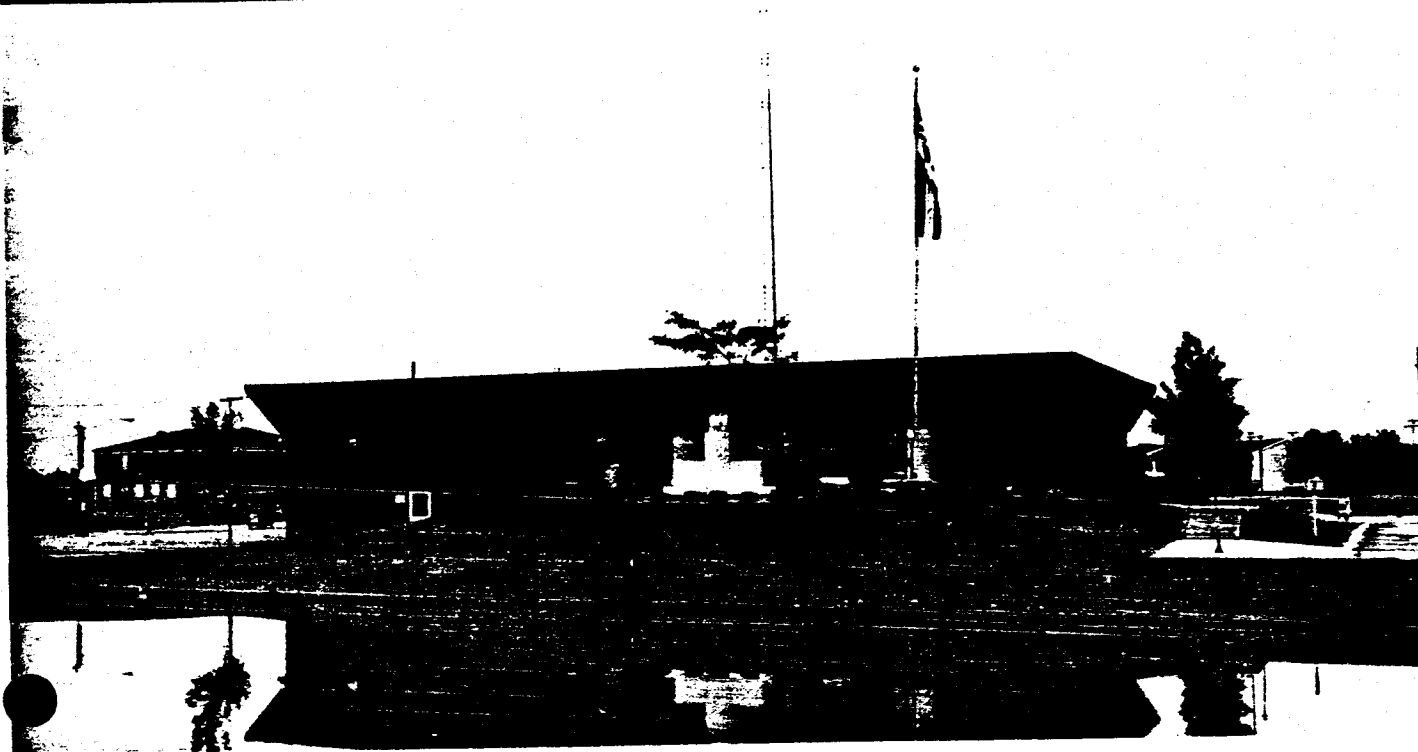
*Second color in Two-Color ads is Process Blue.
 Ads are not commissionable.

Mechanical Requirements & Additional Charges

- BOOK SIZE:** 8 1/2" x 11" Trim (Vertical)
- FOUR-PAGE SPREAD:** Four photos** included. Additional Four-Color photos at \$150.00 each.
- TWO-PAGE SPREAD:** 16" x 10", two photos** included. Additional Four-Color photos at \$150.00 each. Bleed size 17 1/4" x 11 1/4", at \$100.00 additional.
- FULL-PAGE:** 7 1/2" x 10", one photo** included in ad. Additional Four-Color photos at \$150.00 each. B/W photos at \$75.00 each. Bleed size 8 3/4" x 11 1/4", \$50.00 additional. In Two-Color ads, for second color other than Process Blue, add 10% to ad rate.
- HALF-PAGE:** 7" x 5" horizontal, one photo** included in ad. Additional Four-Color photos at \$150.00 each. B/W photos at \$75.00 each. In Two-Color ads, for second color other than Process Blue, add 10% to ad rate.
- DOUBLE COLUMN AD:** 4 3/4" wide x 3" deep, Two-Color (Black & Process Blue), logo, head, copy, color tint, NO PHOTO. For second color other than Process Blue add 10% to ad rate.
- COLUMN AD:** 2 3/8" wide x 3" deep, Two-Color (Black & Process Blue), logo, head, copy, color tint, NO PHOTO. For second color other than Process Blue add 10% to ad rate.
- LISTING:** Name, address, zip code, area code with phone #, and 20 words or less descriptive copy.
- PREFERRED MATERIAL:** Negatives (right reading, emulsion down) with proof, 150 Line Screen, or Camera-Ready Art.
- **PHOTOGRAPHY:** Basic Product/Location photography utilizing 35 mm format cameras with available light or small portable strobe units on location will be included.

Additional photo requirements (i.e. special equipment, films, etc.) must be quoted from office.

VILLAGE OF BOURBONNAIS



Bourbonnais, the Village of
Friendship, is a village committed to
building a proud future through
excellence in local government
management and a relentless
concern for the growth and
prosperity of the entire metropolitan
area.

700 Main N.W.
Bourbonnais, Illinois 60914
(815) 937-3570

Consent _____

Agenda Item: F3

Policy X

CITY OF FALCON HEIGHTS

Meeting Date: 8/24/88

REQUEST FOR COUNCIL CONSIDERATION

ITEM DESCRIPTION:

Reschedule August 31st Budget Workshop

SUBMITTED BY:

Shirley Chenoweth

REVIEWED BY:

EXPLANATION/SUMMARY (attach additional sheets as necessary):

The Budget workshop scheduled for August 31st is going to be changed to a workshop with Marcor Development regarding redevelopment of the S.E. corner of Larpenteur/Snelling. Another workshop date must be scheduled for the budget, so bring your calendars.

ACTION REQUESTED:

Sgc



CITY OF
FALCON HEIGHTS

Agenda
Book
Aug. 24, 1988

2077 W. LARPENTEUR AVENUE

FALCON HEIGHTS, MN 55113-5594

PHONE 612-644-5050

CITY OF FALCON HEIGHTS
NOTICE OF PUBLIC HEARING
FOR CONDITIONAL USE PERMIT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Falcon Heights, Minnesota, will meet in the City Hall, 2077 W. Larpenteur, Falcon Heights, Minnesota at 7:15 p.m. August 24, 1988 to consider a Conditional Use Permit request made by Chico Ferdowski to operate a pool hall in a B-2 Business District. (Northome Shopping Center, Southeast corner of Larpenteur and Snelling)

Dated: July 29, 1988

Janet R. Wiessner
Administrator

JW/sr

To: Falcon Heights City Council
From: Falcon Hts Residents surrounding Northome Shopping Center
Subject: Entry and Operation of Pool Hall

We, as residents surrounding the Northome Shopping Center (Snelling and Larpenteur), are opposed to the entry and operation of the proposed pool hall, to be operated by Chico Ferdowski:

Name:	Address:
Coli Hallist	1513 California ave
Dora McAlister	"
Richard L. Carlson Jr.	1503 W. California Ave.
Scott Carlson	1503 W California
Carolyn Carlson	1503 W. California
Robert S. White	1497 W. California
Dana Guthrie	1469 W. California
Sandra Gardberg	1477 W. California
Elizabeth Rochford	1483 W. California
Susan D. Solomon	1790 N. Pascal
Wendy Ireadwell	1758 Pascal N.
Mr & Mrs Louis Payne	1463 W. California
Herbert and Gene Hottel	1468 W. California
Jane Hottel	1468 W Calif ave
Herbert Hottel	1468 W Calif.
Mark + Julie Kosanke	1471 W Calif.
Ernest + Emma	1476 W Calif. av.

To: Falcon Heights City Council
From: Falcon Hts Residents surrounding Northome Shopping Center
Subject: Entry and Operation of Pool Hall

We, as residents surrounding the Northome Shopping Center (Snelling and Larpenteur), are opposed to the entry and operation of the proposed pool hall, to be operated by Chico Ferdowski:

Name:

Address:

Arlit Smith	1480 W. California
John K. Beul	1498 W California
SRJ Dalton	1502 CALIFORNIA AVE W.
Barbara Reiter	1506 Cely Ave W.
Paul C. Reiter	1504 California W.
Kent O. Paulson	1511 W. Idaho Ave
Bob Reichow	1505 W. Idaho AVE.
Ann Ricketts	1493 W. Idaho Ave.
D. S. Madole	1479 - W. Idaho Ave
Ms Helen Reber	1473 St. Idaho St.
Kathleen Stanton	1463 W. Idaho Ave
Pete McCurdy	1468 W. "
Gene Young	1478 W. Idaho
Harold W. Green	1482 W. Idaho
Amie B. Allen	1490 W Idaho Ave
Michelle Ambler	1494 W Idaho Ave
Barbara Dalik	1502 W. Idaho Ave

C. Tom Geade

- 1) Hours of operation
- 2) Ratio of Supervisors - 1 adult / 15 Employees
Min. of two adult supervisors
No convictions of substance abuse or gambling.
- 3) Comply w/

Comply all relevant ^{parts} of City ^{code} incl. Curfew

Procedures ^{in place} to ensure compliance w/ city and state laws, incl. curfew

Control of immediate premises:

Hearing ~~will~~ will be re-opened in the event of 3 ^{or more} police ~~calls~~ ^{calls} in incidences requiring police intervention ⁱⁿ ~~one~~ ^{one} month and/or 3 written complaints from different businesses or residents in one month.

Lighting, access, visibility

Dave Childs re: Fire Dept. → aerial truck
→ # of calls?

PK game posted no ^{loving} parking, bldg owner
resp.