

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

REVISED AGENDA
April 26, 2006

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: GEHRZ ____ KUETTEL ____ HARRIS ____
 LINDSTROM ____ TALBOT ____
 WORTHINGTON ____ KREUSER ____
- C. PRESENTATION:
- D. APPROVAL OF MINUTES: April 12, 2006 **TAB 1**
- E. PUBLIC HEARING:
 1. Hamline Hoyt Reconstruction Project **TAB 2**
- F. CONSENT AGENDA:
 1. General Disbursements through 4/20/06: \$73,905.37 **TAB 3**
 Payroll through 4/15/06: \$13,492.37 **TAB 4**
2. 2006 License Approval **TAB 4**
3. Reclassification and salary increase for Zoning and Planning
 Coordinator **TAB 5**
4. Donation of \$50 from Diane Ross **TAB 6**
5. Memorandum of Understanding with Little Canada for Falcon Heights
 City Administrator recruitment **TAB 7**
6. Encroachment Agreement with Chianti Grill **TAB 8**
- G. POLICY AGENDA:
 1. Resolution ordering the reconstruction of Hamline-Hoyt and approving
 the Cooperative Construction Agreement with the City of St. Paul **TAB 9**
2. Resolution adopting Vehicle Pre-emption System installation
 agreement for the Roselawn Avenue and Snelling Avenue intersection,
 between the City of Falcon Heights, City of Roseville, and State of
 Minnesota **TAB 10**
- *ADDENDUM***
3. **Joint Powers Agreement with the City of Saint Paul, for maintenance of street
 and sewer facilities on Hamline and Hoyt Avenues **TAB 11****

H. COMMUNITY FORUM:

I. INFORMATION/ANNOUNCEMENTS:

J. ADJOURN:

Regular Meeting of the City Council Meeting Minutes from 4/12/06

Mayor Gehrz called the meeting to order at 7:00 p.m.

Members present: Mayor Gehrz, Council member Lindstrom, Harris, Talbot, and Kuettel, City Administrator Worthington, Parks and Public Works Director Hoag, Assistant City Administrator/Deputy Clerk Kreuser.

Approval of Minutes: The minutes were approved with changes submitted by Mayor Gehrz.

Consent Agenda: The council had a brief discussion on the acceptance of bids. Administrator Worthington stated the lowest qualified bidder had to be accepted for projects sent to bid according to State law.

Council member Kuettel moved to approve the following five items on the consent agenda. The motion was unanimously approved.

1. General Disbursements through 4/6/06: \$121,691.94
Payroll through 3/31/06: \$13,901.73
2. 2006 License Approval
3. Joint Cooperation Agreement with Ramsey County HRA
4. Award bid for Roselawn Ave Reconstruction
5. Award bid and order improvement for Contract C Improvements

Mayor Gehrz asked to add an item to the policy agenda. Consideration of a contract with the Aimee Gourlay of the Mediation Center for Dispute Resolution at Hamline University became policy item G2.

Policy Agenda:

1. Consideration of a contract for police services with the City of St. Anthony

Administrator Worthington began the item by giving an overview of the changes in the contract.

Council member Lindstrom asked about special cases, and wanted to know if the contract amount was set no matter what happened. Administrator Worthington replied that in special circumstances, the police department would likely approach the City to recover their costs. She added that some money is built-in, but serious situations are not covered. Council member Harris added the contract does not leave Falcon Heights open to pay for anything.

Mayor Gehrz stated that the level of service is not changing, but the increase in cost is due to rising health and dental insurance premiums, along with salary increases. The Falcon Heights portion of the total police services (Lauderdale, St. Anthony, and Falcon Heights) is 22 percent, and there is a car in our borders 24-hours a day.

Council member Lindstrom asked about back-up coming to Falcon Heights if one of the on-duty officers had a court hearing, went downtown with a warrant arrest, etc. Administrator Worthington replied that another officer from Lauderdale or St. Anthony would come over if needed.

Council member Talbot asked how often payments are made. Administrator Worthington replied the City is invoiced monthly by St. Anthony.

Mayor Gehrz then went on to explain the police coverage during the State Fair and the MSRA 50's event. She stated the Fair reimburses St. Anthony for policing during the Fair, etc., and in

turn the savings are passed along to Falcon Heights. She said the amounts were about \$12-15,000 for the Fair and \$3,000 for the MSRA event.

Council member Talbot asked about if the football stadium is built on the U campus and people park at the State Fair, how Falcon Heights would deal with added traffic. Mayor Gehrz replied that in the impact study, the U said they would reimburse for any extra public safety fees incurred.

Council member Harris added that the budget numbers for St. Anthony supported the increase in fees, and Falcon Heights got to see, item-by-item, where the added funds were going.

Council member Talbot moved to approve the contract for police services with the City of St. Anthony. The motion unanimously was approved.

2. Consideration of a contract with the Aimee Gourlay of the Mediation Center for Dispute Resolution at Hamline University

Administrator Worthington gave an overview of the need for a mediator, and stated the importance of a 3rd party neutral. She added Ms. Gourlay is educated, experienced, and has worked with the City before on the solid waste collection topic.

Council member Kuettel moved to approve the contract with the Aimee Gourlay of the Mediation Center for Dispute Resolution at Hamline University. The motion passed unanimously.

Information/Announcements:

Council member Lindstrom applauded the Falcon Heights Elementary 2nd/3rd graders for their work in recycling their organic materials and giving it to a hog farmer in the area. He also reported the Falcon Heights Food Drive collected over 1,000 pounds of food for the Keystone Food Shelf. He thanked the Lions, residents, and City Staff.

Council member Kuettel thanked those to sent cards or called while she was sick. She also stated the planning commission will be active in the drive-through study, along with council and staff.

Council member Talbot urged college students to apply for the Cable Commission scholarships and to apply for paid internships by going to www.ctv15.org.

Mayor Gehrz reported the Active Living Ramsey County group on walkable communities is meeting in Roseville on May 8 from 1-5 p.m. and in Lauderdale on May 9 from 1-5 p.m. She also added the Treasures of Falcon Heights tour on May 13 is looking for volunteers. Call City Hall to get on the list. Lastly, she announced the farewell party for Heather Worthington will be held May 12 from 4-6 p.m. Everyone is welcome.

Administrator Worthington reminded residents of the moratorium study to be held April 13 at 6:30 p.m. at City Hall.

The meeting was adjourned by Mayor Gehrz at 7:55 p.m.

Respectfully submitted,

Stacey Kreuser
Assistant City Administrator/Deputy Clerk

ITEM: **Hamline/Hoyt Public Hearing**

SUBMITTED BY: **Deb Bloom, City Engineer**

REVIEWED BY: **Heather Worthington, City Administrator**

Explanation:

On March 8, 2006, the City Council received the feasibility report for the Hamline Hoyt Reconstruction Project and ordered the public hearing. Prior to opening the hearing, staff will present general information regarding construction, standards, and assessments that apply for this project.

The cities of Falcon Heights and St. Paul are proposing to completely reconstruct Hoyt between Snelling and Pascal Avenue, and Mill and overlay Hoyt between Pascal and Hamline Avenue. Hamline Avenue is being completely reconstructed between Larpenteur Avenue and Hoyt Avenue. We are also reconstructing Snelling Avenue Service Drive between Hoyt Avenue and Curtiss Field. To date, two meetings have been held with Falcon Heights property owners. The final assessment hearing will be held in the fall for this project.

This public hearing is to authorize the project to go forward. In accordance with the 429 process, the Falcon Heights City Council accepted the feasibility report and ordered the public hearing at the March 8 meeting. The 429 Process is outlined below:

Pre-Construction:

- Resolution ordering preparation of feasibility report (non-resident initiated projects)
- Receive feasibility report and order hearing
- Publish Public Hearing Notice and mail to residents
- Hold Public hearing and order preparation of plans and specifications (Resolution needed)
- Approve plans and specifications and order advertisement for bids (Resolution needed)
- Award Contract (Resolution needed)
- Build Project

Post Construction:

- Council approves resolution declaring cost to be assessed and orders the preparation of an assessment roll
- Resolution receiving proposed assessment roll and setting hearing date
- Publish public hearing notice and mail notice to residents
- Affidavit of mailing assessment hearing notice to the US Post Office
- Assessment hearing before City Council
- Resolution adopting assessment roll

ATTACHMENTS:

- Hamline/Hoyt Feasibility Study

ITEM: **Disbursements and Payroll**

SUBMITTED BY: **Roland O. Olson, Finance Director**

REVIEWED BY: **Heather Worthington, City Administrator**

EXPLANATION:

1. General Disbursements through 4/20/06: \$73,905.37
2. Payroll through 4/15/06: \$13,492.37

ATTACHMENTS:

- General Disbursements
- Payroll

ACTION REQUESTED:

- Approval

SYSTEM DATE 04/14/06

CHECK REGISTER

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHECK AMOUNT
COM	4 14 06	34 CLEMENT KURHAJETZ	62561	39.95
COM	4 14 06	40 KEVIN ANDERSON	62562	77.43
COM	4 14 06	66 ALFRED HERNANDEZ	62563	44.32
COM	4 14 06	74 MARK J ALLEN	62564	83.58
COM	4 14 06	85 DANIEL S JOHNSON-POWERS	62565	60.88
COM	4 14 06	87 MICHAEL A MCKAY	62566	66.03
COM	4 14 06	90 ANDREW P SCHIPPEL	62567	29.56
COM	4 14 06	91 RICHARD H HINRICHS	62568	48.81
COM	4 14 06	95 MICHAEL J POESCHL	62569	95.58
COM	4 14 06	97 PATRICK GAFFNEY	62570	117.51
COM	4 14 06	98 BRADLEY J. REZNY	62571	71.11
COM	4 14 06	102 TIMOTHY B SYLVESTER	62572	18.47
COM	4 14 06	104 VINCENT A VANN	62573	67.41
COM	4 14 06	105 ANTON M. FEHRENBACH	62574	87.42
COM	4 14 06	106 SCOTT A. TESCH	62575	85.88
COM	4 14 06	109 JASON D. DOUVIER	62576	40.63
COM	4 14 06	111 ABRAHAM, GOL K.	62577	61.42
COM	4 14 06	112 CHRIS M. LESKE	62578	60.03
COM	4 14 06	114 ANNE T. GANSCHINIETZ	62579	66.03
COM	4 14 06	1003 HEATHER WORTHINGTON	62582	2126.19
COM	4 14 06	1007 PATRICIA PHILLIPS	62583	390.39
COM	4 14 06	1008 STACEY T. KREUSER	62584	1185.12
COM	4 14 06	1015 GREGORY R. HOAG	62585	1802.68
COM	4 14 06	1016 LISA A. ANDERSON	62586	1090.57
COM	4 14 06	1033 DAVE TRETSEVEN	62587	1341.65
COM	4 14 06	1035 JOSEPH J. AUGER SR	62588	250.46
COM	4 14 06	1038 DEBORAH K JONES	62589	1243.08
COM	4 14 06	1136 ROLAND O OLSON	62590	1520.09
COM	4 14 06	1140 ROBERT M PILGRIM	62591	314.81
COM	4 14 06	1143 COLIN B CALLAHAN	62592	681.04
COM	4 14 06	2121 KAREN E. RAJCIC	62593	324.24

COMPUTER CHECKS 13492.37

MANUAL CHECKS .00

NOTICES OF DEPOSIT .00

****TOTALS****

13492.37



APR 10 2006



April Statement for activity from Mar. 07, 2006 through Apr. 04, 2006
 CITY OF FALCON HEIGHT, HEATHER WORTHINGTON (CPN 000107109)

Inquiries: 1-866-485-4545
 BUS 18'02 Page 1 of 2

Your U.S. Bank Visa® Business Card account at a glance ... Account:

Activity Summary

Previous Balance.....	\$32.21
Payments and Credits.....	\$32.21
Purchases, Advances & Other Debits.....	\$168.89
FINANCE CHARGES	\$0.00
New Balance.....	\$168.89

Credit and Payment Information

Credit Line.....	\$8,000.00
Available Credit.....	\$7,831.11
Minimum Payment Due (Current Month)...	\$10.00
Minimum Payment Due (Past Due).....	\$0.00
Total New Minimum Payment Due.....	\$10.00
Payment Due Date	Apr. 24, 2006

To reduce or avoid paying additional finance charges on your purchase balance, pay the total new balance of \$168.89 by 04/24/06. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

Transactions

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount	Notation
Payments and Credits					
03/20	03/20	0155	PAYMENT THANK YOU.....	\$32.21 CR	-----
Purchases, Advances, Debits					
03/10	03/08	0531	BOOKMARK INC 913-8941288 KS.....	\$30.45	<i>reference acct. office supplies</i>
03/10	03/08	3088	OFFICE MAX 00007013 216-292-9911 OH.....	\$138.44	

Company Approval (This area for use by your company)

Signature/Approval: _____ Accounting Code: _____

Rate Summary

Balance Type	Balance By Type	Avg. Daily Balance	Daily Periodic Rate	Rate Type	Interest	Corresp APR	***APR*** This Period	Grace Period
BALANCE TRANSFER	\$0.00	\$0.00	0.041753%	VARIABLE	\$0.00	15.24%	0.00%	N
PURCHASES	\$168.89	\$0.00	0.041753%	VARIABLE	\$0.00	15.24%	0.00%	Y
ADVANCES	\$0.00	\$0.00	0.056821%	VARIABLE	\$0.00	20.74%	0.00%	N

OK to pay 4/10/06

Continued on Next Page

APPROVAL OF BILLS
 PERIOD ENDING: 4-20-06_

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	TRUCK UTILITIES MFG CO.	F250 TRK BOX & SNOWBLADE	-----	8,938.55
	*** TOTAL	FOR DEPT 00		8,938.55
	ICMA RETIREMENT TRUST 457	302632-GEHRZ APR/06	LEGISLAT	410.00
	ICMA RETIREMENT TRUST 457	302632-TALBOT APR/06	LEGISLAT	270.00
	LEAGUE OF MN CITIES	MN MAYOR'S CONF	LEGISLAT	120.00
	*** TOTAL	FOR DEPT 11		800.00
61775	US BANCORP	REFERENCE MATERIALS	ADMINIST	30.45
61775	US BANCORP	OFFICE SUPPLIES	ADMINIST	138.44
	ICMA RETIREMENT TRUST 457	302632-WORTHINGTON APR06	ADMINIST	250.00
	MINNEAPOLIS PAPER COMPANY	LASER AND COPY PAPER	ADMINIST	159.70
	ORCHARD TRUST COMPANY	APR/06 MDNCP KREUSER	ADMINIST	180.00
61774	PERA	APRIL 15TH PERA WITHHGS	ADMINIST	1,879.95
	RAMSEY COUNTY	APR/06 INS	ADMINIST	4,360.39
	COORDINATED BUS. SYSTEMS,	COPIER MAINT 2ND QTR	ADMINIST	864.84
	*** TOTAL	FOR DEPT 12		7,863.77
	GFOA	2006 MEMBERSHIP	FINANCE	155.00
	*** TOTAL	FOR DEPT 13		155.00
	CAMPBELL KNUTSON	LEGAL SVC MAR/06	LEGAL	1,353.57
	*** TOTAL	FOR DEPT 14		1,353.57
	HUGHES & COSTELLO	APR/06 PROSECUTIONS	PROSECUT	2,981.62
	*** TOTAL	FOR DEPT 23		2,981.62
	AMERIPRIDE LINEN&APPAREL	LINEN CLEANING	FIRE FIG	26.75
	EMERGENCY APPARATUS MAINT	757 RELIEF VALVE REPAIR	FIRE FIG	681.15
	KURHAJETZ, CLEM	FIRE TRK WASHING SUPPLIE	FIRE FIG	40.44
	OXYGEN SERVICE COMPANY	AIR TANK RENTALS	FIRE FIG	41.75
	*** TOTAL	FOR DEPT 24		790.09
	ST PAUL REGIONAL WATER SV	H2O	CITY HAL	10.05
	ST PAUL REGIONAL WATER SV	S.S.	CITY HAL	13.02
	CINTAS CORPORATION #470	RUG SVC CITY HALL	CITY HAL	79.30
	GRAINGER, W. W., INC.	BALLASTS FOR LIGHTS	CITY HAL	42.07
	GRAINGER, W. W., INC.	FLUORESCENT LIGHT BULBS	CITY HAL	133.87
	XCEL ENERGY	ELECT	CITY HAL	972.75
	SUNRISE SPECIALTY CONTRAC	JOINT SEALING CITY HALL	CITY HAL	1,020.00
	*** TOTAL	FOR DEPT 31		2,271.06
	CITY OF ST PAUL	FUEL FOR MAR/06	STREETS	430.07
	ONE CALL CONCEPTS, INC	LOCATES	STREETS	53.65
	XCEL ENERGY	ELECT	STREETS	7.97
	XCEL ENERGY	ELECT	STREETS	2,017.93
	XCEL ENERGY	ELECT	STREETS	36.55
	XCEL ENERGY	ELECT	STREETS	15.46
	XCEL ENERGY	ELECT	STREETS	11.58
	XCEL ENERGY	ELECT	STREETS	129.19
	RAMSEY CTY PUBLIC WORKS	MAR/06 SNOWPLOWING/SANDG	STREETS	2,505.53
	*** TOTAL	FOR DEPT 32		5,207.93
	S & S TREE SPECIALISTS IN	TREE AND STUMP REMOVAL	TREE PRO	438.78

APPROVAL OF BILLS
 PERIOD ENDING: 4-20-06_

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
*** TOTAL FOR DEPT 34				438.78
	ST PAUL REGIONAL WATER SV	H20	PARK & R	21.36
	ST PAUL REGIONAL WATER SV	S.S.	PARK & R	26.04
	XCEL ENERGY	ELECT	PARK & R	23.79
	XCEL ENERGY	ELECT/GAS CURTISS FIELD	PARK & R	234.49
	XCEL ENERGY	ELECT: GAZEBO	PARK & R	23.00
	OLSEN FIRE PROTECTION	REPAIR:SPRINKLERS COMMPK	PARK & R	2,615.00
	SCHARBER & SONS	JD TRACTOR PARTS	PARK & R	205.01
	QWEST	PHONE AT CURTISS FIELD	PARK & R	53.52
*** TOTAL FOR DEPT 41				3,202.21
	ANDERSON, LISA	REIMB:TEST REGISTRATION	PARK PRO	50.00
*** TOTAL FOR DEPT 50				50.00
	WASTE MANAGEMENT-BLAINE	APR/06 RECYCLING	SOLID WA	2,592.08
*** TOTAL FOR DEPT 56				2,592.08
	HEWLETT PACKARD	3 HP 7600 COMPUTERS	GENERAL	2,448.32
	HEWLETT PACKARD	HP LASER PRINTER 2420	GENERAL	883.00
*** TOTAL FOR DEPT 63				3,331.32
	ICMA RETIREMENT TRUST 457	302632-TRETSVEN APR/06	SANITARY	100.00
	METROPOLITAN COUNCIL	MAY/06 S.S.	SANITARY	32,890.64
	LEAGUE MN CITIES INS TRUS	ADD'L WC INS PREMIUM	SANITARY	506.00
	QWEST	PHONE- LIFT STATION	SANITARY	57.75
*** TOTAL FOR DEPT 75				33,554.39
	MEDIATION CTR DISPUTE RES	MEDIATION - DRIVE THRU	COMM. DE	375.00
*** TOTAL FOR DEPT 79				375.00
*** TOTAL FOR BANK 01				73,905.37
*** GRAND TOTAL ***				73,905.37

CONSENT F2
04/26/06

ITEM: **2006 License Approval**

SUBMITTED BY: **Stacey Kreuser, Assistant City Administrator/Deputy Clerk**

EXPLANATION:

The following businesses have applied for mechanical contractor's licenses for 2006. City staff has obtained the necessary documents for licensure.

- Four Seasons Air Specialist

ITEM: Reclassification and salary increase for Zoning and Planning Coordinator

SUBMITTED BY: Heather Worthington, City Administrator

REVIEWED BY: Roland Olson, Finance Director

EXPLANATION:

Summary: Deborah Jones, our Zoning and Planning Coordinator, will mark her five-year anniversary with the City on May 15. Deborah has been an exceptional employee during her tenure with the city, and has taken on many new responsibilities, including the coordination of the recodification project, staffing of the Planning Commission, and the recent re-working of the city's website. Deborah always cheerfully takes on new roles and responsibilities, and is a very thorough and accountable employee. In addition, Deborah manages our planning consultant, and works extensively with the city attorney to ensure that the legal review of planning matters coming before the Planning Commission are accomplished.

In recognition of these continuing, and additional responsibilities, I am recommending that Deborah be reclassified to the Zoning and Planning Director. In a standard review of these positions in the Metro area for Group 7 Cities in the Stanton Salary Survey, the following information was gathered:

Zoning and Planning Coordinator

Stanton Comparison: Planner - Advanced, Director of Planning

Job Duties: Coordination of all planning and zoning activities, including supervision of consultants. Enforcement of nuisance ordinances, planning and zoning work, website development and maintenance.

Comparison City	Population	Weighted Mean	Title	Yearly
Waconia	9100	32.60	Planning Dir.	67,808
Shorewood	7540	36.89	Planning Dir.	76,731
Orono	7538	25.83	Planning Dir.	53,726
Oak Grove	7290	34.48	Sr. Planner	71,718
Falcon Heights	5800	20.13	Zoning/Planning Coord.	41,870
New Prague	5016	25.03	Planner Advanced	52,062
Medina	4400	23.80	Planner	49,504
Watertown	3700	18.54	Planner	38,563
Lake Elmo	7666	32.58	Planner/Asst. Adm.	67,766
Average		27.76		57,750
90% of Average		24.99		51,975

Per the City Council's stated policy of compensating employees at 90% of the Metro Group 7 Cities Average, I am therefore recommending that Deborah receive a salary increase equal to \$10,105, spread over a two-year period, commencing on May 15, 2006, commensurate with performance. This would be \$5,052.50 in year one, and the same amount on May 15, 2007. During this time period, Deborah would continue to be eligible for the standard 3% cost of living increase that all permanent part-time and full-time employees are eligible for, and which is based on performance reviews conducted by the employee's supervisor.

ACTION REQUESTED:

- Approve reclassification of Deborah Jones to Zoning and Planning Director, and increase compensation \$5,052.50 as of May 15, 2006. Additionally, authorize City Administrator to approve an increase of \$5,052.50 on May 15, 2007, pending outcome of performance evaluation.

ITEM: **Donation of \$50 from Diane Ross**

SUBMITTED BY: **Greg Hoag, Parks and Public Works Director**

REVIEWED BY: **Heather Worthington, City Administrator**

EXPLANATION:

Summary: In early January staff was contacted by a resident to look at a hazardous boulevard tree at her address. Our Public Works staff reviewed the tree and found a large branch hanging from the main trunk of the tree, and it was determined by staff that the entire tree should be removed.

Staff contacted our tree removal contractor to remove the tree, and it was removed in early April. While they were removing the tree Ms. Ross phoned the Public Works department to inquire about options to replace the tree. Staff informed her that the tree would be placed on the planting list. Ms. Ross stated that she would make a donation to the city, and two days later the attached thank you was received with a \$50 donation.

ACTION REQUESTED:

- Acceptance of a \$50 donation from Diane Ross to the Friends of the Parks Fund.

Diane G. Ross
1825 Simpson Street
St. Paul, Minnesota 55113

APR 07 2006

5 April

Dear Greg -

Thanks for the phone call. I do understand why the tree had to be removed. It could not remain and be safe, as it was, and it was too injured to be a healthy tree, once the branch was removed.

I value the careful and efficient work of the two teams, having had 3 trees removed since living here!

Diane Ross

Diane G. Ross
1825 Simpson Street
St. Paul, Minnesota 55113

5 April

Contribution toward a tree replacement
as city beautification/upkeep —

Diane Ross

p.s. I am very gratefully to be able
to live here. I moved here seven
years ago, really knowing nothing about
St Paul. But my daughter and grandchild
had moved to St Anthony Park, due to
husband's job change - all of us from
Madison WI to MN! hence - Falcon Hts -

ITEM: Memorandum of Understanding with Little Canada for Falcon Heights City Administrator recruitment

SUBMITTED BY: Sue Gehrz, Mayor

REVEIWed BY: Little Canada and Falcon Heights City Attorneys

Explanation:

The City has proposed a contract with Little Canada's City Administrator Joel Hanson to elicit his help in finding a new city administrator. This is in an effort to objectively and thoroughly evaluate each candidate based on the qualifying criteria. Mr. Hanson has agreed to assist in the process.

The following document outlines the scope of work and expectations and limitations between the Cities of Falcon Heights and Little Canada, and acts as a hold harmless agreement between the two cities.

The Little Canada City Council approved this agreement at their April 12, 2006 meeting.

ATTACHMENTS:

- Memorandum of Understanding

ACTION REQUESTED:

- Approval

4/3/06

MEMORANDUM OF UNDERSTANDING

To: Sue Gehrz, Mayor
Falcon Heights City Council
From: Joel Hanson, City Administrator
Little Canada City Council
Subject: Terms of Agreement for Recruitment Services
Date: Friday, October 19, 2007

The purpose of this letter is to outline our understanding of the services desired from the City of Little Canada relating to the recruitment of the Falcon Heights City Administrator. Our main interest in providing this service is to assist The City of Falcon Heights in whatever way possible to help ensure that this recruitment effort is successful.

Scope of Work:

1. Review and comment on the position description used for this position. As part of this review, we will identify and request concurrence from the City Council regarding the desired professional skills and management style for the next City Administrator and develop a grading system consistent with those skills and style.
2. The City of Little Canada will review and grade each application received, based on the desired skills/style criteria defined by the City Council of Falcon Heights on April 12, 2006. This review will be completed by April 19, 2006.
3. The City of Little Canada will present a confidential summary list of the 20 highest ranked candidates based upon the grading scale, with a detailed summary of the skills and qualifications of those 20 candidates.
4. The City of Little Canada will attend whatever meetings, including interview sessions, as requested by the City of Falcon Heights.
5. The City of Little Canada will assist with background checks and references if needed.
6. The City of Little Canada will notify applicants about the status of their application and will assist with arranging for interviews if needed.

It is our understanding that the City of Falcon Heights will retain responsibility for the following areas:

1. Final approval on every aspect of this process.
2. Establishing priorities for desired skills and management style for candidates.
3. Interviewing candidates.

Compensation and Terms of Payment:

The City of Little Canada will keep the total number of hours to a minimum, recognizing, however, the need to ensure that a thorough job is done. The hourly rate will be \$65.61/hour for time spent by the Little Canada City Administrator. The total amount will be billed upon the completion of this recruitment effort, including a detailed listing of the time spent. Payment will be due within 30 days of receipt of the invoice.

Indemnity:

The City of Falcon Heights agrees to defend, indemnify, and hold the City of Little Canada and its employees, including its City Administrator, harmless from any claims, demands, actions, or causes of action, including reasonable attorneys fees, against or incurred by the City of Little Canada and its employees, including its City Administrator, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the City of Little Canada, and its employees, including its City Administrator, in the performance of or with relation to any of the work or services provided by the City of Little Canada, and its employees, including its City Administrator, under the terms of this Memorandum of Understanding. The City of Falcon Heights’s duty to defend and indemnify are subject to the limitations and immunities in Minnesota Statutes Chapter 466 which are not waived.

We look forward to working with the City of Falcon Heights in this process.

Approval of the terms identified above:

Mayor, Little Canada

Date

Mayor, City of Falcon Heights

Date

ITEM: Encroachment Agreement with Chianti Grill

SUBMITTED BY: Heather Worthington, City Administrator

Explanation:

The following encroachment agreement formally recognizes the ability of Chianti Grill to use a portion of St. Mary's Street for parking, as they have for several years. After the City repairs St. Mary's Street this summer, Chianti Grill agrees to maintain and repair it in the future in this agreement.

ATTACHMENT:

- Encroachment Agreement

ACTION REQUESTED:

- Approval

ENCROACHMENT AGREEMENT

AGREEMENT made this 26th day of April, 2006, by and between the City of Falcon Heights, a Minnesota municipal corporation (“City”); and Kevin Schleif, Owner, Chianti Grill (“Owner”).

1. **BACKGROUND.** The Owner is the fee owner of certain real property located in the City of Falcon Heights, County of Ramsey, State of Minnesota, legally described as follows:

THE CROSSROADS
EX N 30 FT THE W 75 FT OF LOT 13 & EX NO 30 FT LOT 14

Hereinafter called “Subject property”. The subject property is located north of Larpenteur Avenue at the St. Mary’s Street terminus, adjacent to 1611 Larpenteur Avenue (Chianti Grill).

2. **ENCROACHMENT AUTHORIZATION.** The City hereby approves the encroachment on its right- of- way for the purpose of providing additional overflow parking for Chianti Grill.
3. **ACCESS.** The City maintains the right to have full access and use of the right- of- way. In consideration for this encroachment, the Owner hereby agrees to conduct regular maintenance activities during the term of this agreement (i.e.: sealcoating, crack sealing, pavement repairs).
4. **DEFEND, INDEMNIFY, AND HOLD HARMLESS.** In consideration of being allowed to encroach on the City’s right- of- way, the Owner, its successors, heirs, and assigns, hereby agree to defend, indemnify, and hold the City harmless from any damages caused to the subject property.
5. **TERMINATION OF AGREEMENT.** The City may, at its sole discretion, terminate this Agreement at any time by giving the then owner of the subject property thirty (30) days advance written notice.
6. **RECORDING.** This Agreement shall be recorded against the title to the subject property.

CITY OF FALCON HEIGHTS

PROPERTY OWNER

BY: _____
Susan L. Gehrz, Mayor

BY: _____
Kevin Schleif, Owner, Chianti Grill

AND: _____
Heather M. Worthington, City Administrator

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledge before me this 26th day of April, 2006, by Susan L. Gehrz and by Heather M. Worthington, respectively the Mayor and City Administrator of the City of Falcon Heights, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____.

Notary Public

ITEM: Resolution ordering the reconstruction of Hamline-Hoyt and approving the Cooperative Construction Agreement with the City of St. Paul

SUBMITTED BY: Deb Bloom, City Engineer

REVIEWED BY: Greg Hoag, Parks and Public Works Director and Heather Worthington, City Administrator

Explanation:

In 2005, Saint Paul commenced work on the Arlington/Pascal RSVP Project (Residential Street Vitality Program) south of Falcon Heights in the Midway Parkway area. This summer, after the State Fair, their contractor, Danner Construction, will commence work on the Falcon Heights end of the project. This will involve work on Hamline and Hoyt Avenues, and Snelling Drive. On Hoyt Avenue, there will be a full reconstruction of the street from Snelling Drive to Pascal. From Pascal to Hamline Avenue, there will be a mill and overlay and some curb and gutter work. Additionally, water, sewer, and gas utility work will occur in both areas. On Hamline Avenue, there will be a full reconstruction of the street with an upgrade in storm sewer through the installation of a larger storm sewer pipe from Iowa to Idaho Avenues. On Snelling Drive, there will be a full reconstruction of the street, replacement of sidewalk, and an expansion of the turnaround adjacent to Curtiss Field.

The City of Saint Paul will bill Falcon Heights for this work, which was let under an existing contract with Danner Construction in 2005. Estimated costs for this project are currently anticipated to be \$459,146.44. These costs will be covered in the 2006 Budget from the following sources:

Hamline Avenue—5 Year CIP	\$100,000
Northome Drainage—Storm Sewer Enterprise Fund	\$466,000
Total	\$566,000

These budget numbers were estimates, and costs for the project came in lower than anticipated.

Saint Paul has requested that the City Council approve the Cooperative Construction Agreement, which outlines the scope of work, the legal considerations, and all necessary construction provisions. The breakdown of costs is as follows:

Assessable portion of project costs (Hoyt and Snelling Service Drive) (Referenced in the Resolution)	\$203,804.92
Total Project costs	\$459,146.44

This work includes storm sewer improvements that were identified in the Como 7 Subwatershed Analysis (referenced in the agreement), and cost-shared between Saint Paul, Falcon Heights,

Roseville, the Capitol Region Watershed District and Ramsey County. A copy of this analysis is available for review at City Hall, and is not attached to the agreement contained within this agenda.

ATTACHMENTS:

- Resolution 06-11 approving project and authorizing development of plans and specifications.
- Cooperative Construction Agreement

ACTION REQUESTED:

- Approval of Resolution 06-11 and Cooperative Construction Agreement

RESOLUTION NO. 06-11

**RESOLUTION ORDERING THE RECONSTRUCTION
OF HAMLIN-HOYT AND APPROVING THE COOPERATIVE
CONSTRUCTION AGREEMENT WITH THE CITY OF ST. PAUL**

WHEREAS, the City Council of Falcon Heights received the Feasibility report on March 8, 2006 and ordered a public hearing for the reconstruction of Hoyt between Snelling and Pascal Avenue and the Snelling Avenue Service Drive between Hoyt Avenue and Curtiss Field and;

AND WHEREAS, ten days mailed notice and two weeks published notice was given;

AND WHEREAS, this project is a joint project with the City of St. Paul;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Falcon Heights, Minnesota, that in accordance with the provisions of Minnesota Statutes, Chapter 429, as amended, the Council held a public hearing on April 26, 2006, to consider the proposed reconstruction of Hoyt Avenue and the Snelling Avenue Service Drive, consisting of the installation of bituminous paving, concrete curb and gutter, drainage facilities, and necessary appurtenances as described in the Notice of Hearings at a cost presently estimated at **\$203,804.92** and substantially in accordance with the preliminary report as to the feasibility thereof which is now on file in the office of the City Administrator; at which all persons desiring to be heard were given an opportunity to be heard thereon, and having considered the views of all interested persons, the Council does hereby determine and order that said improvement shall be constructed and financed and that all streets be constructed substantially as recommended in the feasibility report.

BE IT FURTHER RESOLVED that the plans and specifications, as prepared by the City of St. Paul, are approved and that the Mayor and City Administrator are hereby authorized to execute the cooperative construction agreement with the City of St. Paul and thereby assume for and on behalf of the City all of the contractual obligations contained therein.

Moved by: _____

Approved by: _____

Susan L. Gehrz, Mayor
April 26, 2006

GEHRZ
KUETTEL _____ In Favor

HARRIS
LINDSTROM _____ Against

TALBOT

Attested by: _____
Heather M. Worthington
City Administrator
April 26, 2006

COOPERATIVE CONSTRUCTION AGREEMENT
April 26, 2006

THIS AGREEMENT, made and entered into this _____ day of _____, 2006, by and between the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “Falcon Heights”, and the CITY OF SAINT PAUL, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “Saint Paul.”

WITNESSETH;

WHEREAS, Falcon Heights and Saint Paul have been negotiating to bring about the improvement of that portion of HOYT AVENUE between Snelling Avenue and Hamline Avenue, and HAMLIN AVENUE between Hoyt Avenue and Larpenteur Avenue streets of common boundary, and SNELLING DRIVE from Hoyt Avenue to the north; and

WHEREAS, the improvement contemplates and includes grading, catch basins and leads, concrete curb and gutter, a bituminous surface street, and other related work; and

WHEREAS, additional storm sewer piping improvements have been identified in the “Como 7 Subwatershed Analysis” report dated November 2, 2003 and prepared by Emmons & Oliver Resources, copy attached; and

WHEREAS, these storm sewer improvements are proposed on Hoyt Avenue, Pascal Street and Nebraska Avenue; and

WHEREAS, Saint Paul is planning on constructing these improvements; and

WHEREAS, the “Como 7 Subwatershed Analysis” report has identified a cost split for the storm sewer improvements to be: Saint Paul 77.4% and Falcon Heights 22.6% and that parties agree to the split; and

WHEREAS, Saint Paul is preparing plans and specifications for the above described improvement; and

WHEREAS, the Contractor shall co-insure Falcon Heights; and

WHEREAS, the above described improvement lies within the corporate limits of Falcon Heights and of Saint Paul; and

WHEREAS, Falcon Heights shall approve, in writing to Saint Paul, the construction plans and specifications for work to be done within Falcon Heights City limits. If said approval is not given by Falcon Heights, Saint Paul will continue with the project, deleting all work planned within Falcon Heights; and

WHEREAS, Saint Paul will provide Falcon Heights the unit costs from the low bidder. Falcon Heights shall have until June 1, 2006 to approve, in writing to Saint Paul, that the recommended bid is acceptable to them. If this approval is not given by Falcon Heights, Saint Paul will delete all work planned within Falcon Heights; and

WHEREAS, the Saint Paul Project Engineer has on 4/13/06, prepared an Engineer's estimate of the quantities and unit prices of materials and labor for the above-described improvement. On this estimate are shown the specific items for Hoyt Avenue, Hamline Avenue, Snelling Drive and storm sewer improvements on Hoyt Avenue, Pascal Street and Nebraska Avenue. Actual costs chargeable to Falcon Heights will be based on the Contractor's unit prices and the quantities constructed. The total estimated costs for Hoyt Avenue, Hamline Avenue, Snelling Drive and storm sewer improvements on Hoyt Avenue, Pascal Street and Nebraska Avenue are listed on Exhibit "B". A copy of said estimates (marked Exhibit "A" and Exhibit "B") is attached hereto and by this reference, are made a part hereof; and

WHEREAS, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes Sec. 471.59, Joint Exercise of Powers.

NOW THEREFORE IT IS HEREBY AGREED:

I.

Falcon Heights, by this Agreement, permits and authorizes Saint Paul to bid and award a contract to construct the above mentioned street improvements and related work within the corporate limits of Falcon Heights, in accordance with the plans and specifications approved by both parties.

II.

All construction permits for said improvements required by either party for work in its corporate limits by the second party are granted, upon execution of this Agreement.

III.

All extra work orders or changes during the construction of said improvements shall be subject to approval, by change order in writing by both parties, prior to that construction.

IV.

Falcon Heights will compensate Saint Paul for its share of the roadway and drainage construction costs as estimated in Exhibits "A" and "B", the cost thereof being the amount of \$387,734.33. It is understood that the above cost will be adjusted when actual costs are determined, and that Falcon Heights will compensate Saint Paul for Falcon Heights share of actual costs attributable to the road and drainage work to be performed under this Agreement.

All records and costs pertaining to the work to be performed under this Agreement shall be kept by Saint Paul and Falcon Heights in accordance with the established record keeping and accounting procedures developed by each party. Upon completion of the work, Saint Paul will submit a payment request to Falcon Heights, payable in full within sixty (60) days of the billing date.

It is understood that all aforementioned services include costs for engineering and inspection at 19.5% of the actual construction costs.

V.

Maintenance and public safety will be the responsibility of Saint Paul during the construction phase.

VI.

It is further agreed that any and all employees of Falcon Heights and all other persons engaged by Falcon Heights in the performance of any work or services required, volunteered, or provided for herein to be performed by Falcon Heights, shall not be considered employees of Saint Paul, and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of Saint Paul. It is also agreed that, any and all employees of Saint Paul and all other persons engaged by Saint Paul in the performance of any work or services required, volunteered, or provided for herein to be performed by Saint Paul, shall not be considered employees of Falcon Heights, and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third

parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of Falcon Heights.

VII.

All previous agreements regarding street maintenance shall remain in effect after the improvements referred to in this Agreement are completed. This agreement shall have no effect on these earlier maintenance agreements.

VIII.

Upon completion of this project, Saint Paul will own the facilities constructed within its right-of-way, and Falcon Heights will own the facilities constructed within its right-of-way. Any future disposition of property constructed as part of this project shall be conducted pursuant to Minnesota Statutes 471.59, Subd. 5.

The provisions of Minnesota Statutes, Sec. 181.59, and of any applicable local ordinance relating to Civil Rights and Discrimination, shall be considered a part of this Agreement as if fully set forth herein.

This construction agreement shall remain in effect until the time the construction contract is terminated by Saint Paul.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf respectively by their proper officers thereunto duly authorized and have caused their corporate seals to be hereunto affixed as of the day and year first above written.

Approved as to Form:

CITY OF SAINT PAUL

By: _____
City Attorney

By: _____
Mayor

By: _____
Director of Public Works

By: _____
Director, Financial Services

CITY OF FALCON HEIGHTS

By: _____
Mayor

By: _____
City Administrator

By: _____
Parks and Public Works Director

ITEM: **Resolution adopting Vehicle Pre-emption System installation agreement for the Roselawn Avenue and Snelling Avenue intersection, between the City of Falcon Heights, City of Roseville, and State of Minnesota**

SUBMITTED BY: **Greg Hoag, Director of Parks & Public Works**

REVIEWED BY: **Deb Bloom, City Engineer City of Roseville**

EXPLANATION:

On September 28, 2005 the City Council approved an agreement with MnDOT and Roseville for the maintenance and operation of this signal. This spring, we will start the Roselawn Avenue Reconstruction project. As a part of this project, we will be installing an Emergency Vehicle Pre-emption (EVP) System on the signal located at the Roselawn and Snelling Avenue intersection. These systems are very important for Emergency vehicle response times and intersection safety. The EVP emitters allow for police, fire, and ambulances to over ride signal timing and pass through the intersection on a green light.

These devices are controlled by a white strobe light on each emergency vehicle, which emits a signal to a receiver on the traffic light when the vehicle approaches. The traffic light will change to green in the direction the emergency vehicle is traveling and turn red in the opposite direction.

Costs associated with the installation of this EVP are the responsibility of the City of Roseville and Falcon Heights and will be shared equally. These costs are included in the contract costs for the Roselawn project. The maintenance of the EVP will be the responsibility of the State.

These provisions are similar to all other standing signal agreements with Mn/DOT.

ATTACHMENTS:

- Traffic Control Signal Agreement No. 89562M

ACTION REQUESTED:

- Adoption of Resolution No. 2006-12

RESOLUTION 2006-12

**MINNESOTA TRANSPORTATION DEPARTMENT TRAFFIC CONTROL SIGNAL
AGREEMENT BETWEEN THE STATE OF MINNESOTA, DEPARTMENT OF
TRANSPORTATION, CITY OF ROSEVILLE AND CITY OF FALCON HEIGHTS**

April 26, 2006

BE IT RESOLVED that the City of Falcon Heights enters into an agreement with the State of Minnesota, Department of Transportation (MNDOT) for the following purposes:

- Install an Emergency Vehicle Pre-emption System at the existing Traffic Control Signal on Truck Highway No. 51 at Roselawn Avenue in accordance with the terms and conditions set forth and contained in Agreement No. 89562M.

BE IT FURTHER RESOLVED that the proper City officers be and hereby are authorized to execute such agreement and any amendments, and thereby assume for and on behalf of the City all of the contractual obligations contained herein.

Moved by: _____

Approved by: _____

Susan L. Gehrz, Mayor
April 26, 2006

GEHRZ
KUETTEL _____ In Favor
HARRIS
LINDSTROM _____ Against
TALBOT

Attested by: _____
Heather M. Worthington
City Administrator
April 26, 2006

ITEM: Joint Powers Agreement with the City of Saint Paul, for maintenance of street and sewer facilities on Hamline and Hoyt Avenues

SUBMITTED BY: Greg Hoag, Parks and Public Works Director

**REVEIWED BY: Deb Bloom, City Engineer
Heather Worthington, City Administrator
Saint Paul and Falcon Heights City Attorneys**

Explanation:

The Cities of Falcon Heights and Saint Paul have received Hamline Avenue and Hoyt Avenue as MSA turn-back roads. As a result of this turn back, the cities entered into a discussion regarding on-going maintenance and upkeep of these roadways and sewer utilities. The maintenance staffs from both cities have met several times to work out an agreement to maintain these sections of roadway.

For Street Maintenance it was agreed that Falcon Heights will provide "Winter Maintenance" which would include snow and ice control. Saint Paul will provide "Summer Maintenance" which will include sweeping and seal coating.

As described in this document, Falcon Heights will be using sanitary and storm sewers which are owned and maintained by Saint Paul. In return for this use, the city will pay an annual fee to Saint Paul for use of these facilities. Exhibit D of the document shows the calculations for this sewer use. 2006 budget implications for this are \$2885.75 for both the sanitary and storm sewer use.

ATTACHMENTS:

- Resolution 06-13
- JPA

ACTION REQUESTED:

- Approval

**JOINT POWERS AGREEMENT BY AND BETWEEN
THE CITY OF SAINT PAUL AND THE CITY OF FALCON HEIGHTS
RELATING TO MAINTENANCE OF STREET AND SEWER FACILITIES
AND TO JOINT USE OF SAINT PAUL'S SANITARY AND STORM SEWERS
IN HAMLIN AVENUE AND HOYT AVENUE**

This Joint Powers Agreement (the "Agreement") made and entered into this ____ day of _____, 2006, (the "Effective Date") by and between the City of Saint Paul, a Minnesota municipal corporation, hereinafter referred to as S.P. and the City of Falcon Heights, a Minnesota municipal corporation, hereinafter referred to as F.H. Based on the representations, covenants and provisions hereinafter contained, the parties do hereby agree as follows:

**ARTICLE 1.
RECITALS**

- 1.1 **Status of Parties.** S.P. and F.H. are municipal corporations under the laws of the State of Minnesota. The cities adjoin each other.
- 1.2 **Statutory Authority.** This Agreement is entered into pursuant to Minnesota Statutes Section 471.59.
- 1.3 **Street Utility and Sewer Utility Maintenance.** S.P. and F.H. have noted that Hamline Avenue from Hoyt Avenue to Larpenteur Avenue, and Hoyt Avenue from Fulham Street to Cleveland Avenue, and from Snelling Avenue to Hamline Avenue, are border streets and thus located within the corporate limits of S.P. and F.H. The street utility and sewer utility facilities must be appropriately maintained to service the citizens of the two communities.
- 1.4 **Purpose of Agreement.** The purpose of this Agreement is to assign facility maintenance responsibilities, to allocate the appropriate compensation due S.P. by F.H. for maintenance services, and to establish joint use of S.P.'s storm and sanitary sewer by F.H.

**ARTICLE 2.
DEFINITIONS**

- 2.1 **Terms.** The following terms, unless elsewhere defined specifically in this Joint Powers Agreement, shall have the meanings as set forth below.
- 2.2 **S.P.** S.P. means the City of Saint Paul, a Minnesota Charter City.
- 2.3 **F.H.** FH means the City of Falcon Heights, a Minnesota Statutory City.

- 2.4 **Street Utility.** Includes pavement and curb, sidewalk, street lighting, street striping, street signs, and traffic signals.
- 2.5 **Sewer Utility.** Includes storm main, catch basins, catch basin leads, storm manholes, sanitary main, and sanitary manholes.
- 2.6 **Roadways.** For intent of this agreement, “roadways” shall be defined as the segment of Hamline Avenue from Hoyt Avenue to Larpenteur Avenue, and the two segments of Hoyt Avenue from Fulham Street to Cleveland Avenue and from Snelling Avenue to Hamline Avenue.
- 2.7 **Winter Maintenance/Snow & Ice Control.** Roadway shall be kept reasonably free and clear of ice and snow, curb face to curb face. Sand and/or salt shall be applied as necessary. Vehicle tagging and towing as needed.
- 2.8 **Routine Road Maintenance.** Maintain roadway so as to keep them reasonably smooth and in reasonably good repair for the passage of vehicular traffic and reasonably free of all obstructions and impediments to traffic. This maintenance shall include such preventive maintenance services as may be reasonably required to preserve the roadway in its present operating condition including proper and timely patching; seal coating Hoyt in 2007 and on an eight (8) year cycle thereafter; sweeping of Hoyt twice per year (spring and fall), and of Hamline at least 13 times per year; and debris removal.
- 2.9 **Routine Traffic Maintenance (Striping, Signs, Lights, Signals).** Maintain pavement marking (paint twice per year) and traffic signs in accordance with S.P. practices. Street lighting system shall be maintained on an “as needed” basis. Traffic signal maintenance is governed by a separate agreement.
- 2.10 **Routine Sewer Utility Maintenance.** Maintain storm and sanitary sewer systems in a condition such that sewer flows are conducted efficiently. Maintain catch basins so that existing sumps function adequately to capture significant sediment and so that storm flows are efficiently conducted to the main line. Replace structure castings that are cracked or broken.
- 2.11 **Right-of-Way Management.** Includes reviewing private utility construction proposals, issuing permits for such work, monitoring traffic control efforts, and assuring quality street restoration per specifications.
- 2.12 **S.P. Representative.** S.P. representative shall mean the S.P. City Engineer.

2.13 **F.H. Representative.** F.H. representative shall mean the F.H. Public Works Director.

2.14 **Uncontrollable Circumstances.** Uncontrollable Circumstances shall mean the occurrence or non-occurrence of acts or events beyond the control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as Uncontrollable Circumstances that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including, but not limited to, the following:

- (1) Acts of God including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, wars or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions. Note: it is reasonable to expect a rainfall greater than what the storm sewer is designed for – a five year storm. When that happens, local flooding will occur.
- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Joint Powers Agreement.
- (3) A suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the maintenance effort.
- (4) Orders and/or judgment of any federal, state or local court, administrative agency or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.
- (5) Strikes or other such labor disputes shall not be considered Uncontrollable Circumstances, unless such strike or labor dispute involves persons with whom the parties have no employment relationship; and the parties, or either of them cannot, using best efforts, obtain substitute performance.

**ARTICLE 3
ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES**

- 3.1 Winter Maintenance/Snow Ice Control, as described in 2.6, shall be the responsibility of F.H.
- 3.2 Routine Road Maintenance, as described in 2.7, shall be the responsibility of S.P.
- 3.3 Routine Traffic Maintenance, as described in 2.8 and further described in Attachment "A", shall be performed by S.P. Cost for services provided for/on the Falcon Heights half of the three (3) street segments and for any additional services requested by F.H. will be invoiced to F.H.
- 3.4 Routine Sewer Utility Maintenance, as described in 2.9 and as further described in Attachment "B", shall be performed by S.P. Cost for services provided for/on the behalf of F.H. will be invoiced to F.H. Note: S.P. Sewer Maintenance will not bill for cost of service directly – services will be billed annually based on the method found in Section 4.2 and Attachment "C".
- 3.5 Right-of-Way shall be managed and permits issued by the City that controls that portion of the right-of-way in which the permitted activity is planned. When permits are issued or cuts planned in street segments governed by this agreement, the permitting City shall notify the other of the planned activity.

**ARTICLE 4
MAINTENANCE EXPENSE AND BILLINGS**

- 4.1 Services performed by S.P., as described in Section 3.3 on behalf of F.H., shall be invoiced as herein described:

S.P. will bill F.H. for services rendered hereunder on a monthly basis detailing a description of the work involved, the labor and equipment used in the performance thereof, and the parts and materials furnished.

Labor charges will be billed by S.P. at the wage it has established as adjusted, via collective bargaining with the various occupational groups who actually perform the work. Such wage rates will also be adjusted to reflect the cost of fringe benefits paid by S.P. to those occupational groups who actually perform the work.

Further, the wage rates and/or fringe benefits will be adjusted if the occupational groups are working holidays, are on overtime status, or have been subject to callback as the case may be and as determined by the time when work is performed hereunder. The labor charges referenced shall commence at the time travel begins and terminate when travel ends for any task performed for F.H. hereunder. S.P. shall provide to F.H. the most current billing rates for labor for each occupational group performing the work. S.P. shall also provide to F.H., the most current equipment billing rates.

F.H. shall be billed for parts and materials in S.P.'s actual cost plus a markup of twenty percent (20%) to cover the costs of restocking, handling, and operating expenses.

F.H. will remit the sum payable to S.P. within thirty (30) days after its receipt of same.

4.2 Services performed by S.P. as described in Section 3.4 on behalf of F.H., shall be invoiced as herein described. S.P. will bill F.H. annually for services rendered hereunder.

4.2a For sanitary sewers connected to Hoyt Avenue between Snelling Avenue and Hamline Avenue, F.H. agrees to annually reimburse S.P. an amount equal to the distance of the joint-use sewer segment, times the percentage of flow originating within F.H. to the total sewer flow, times an annual sanitary sewer maintenance cost per mile as established herein. Attachment "C" tabulates the F.H. flow to total flow percentage for the various segments of the joint-use sewers based on calculated Residential Equivalent Connection (REC) units. Should the use of these percentages be unsatisfactory as basis of maintenance cost apportionment to either party, then they may be superseded by a revised determination of REC units or field checks of actual flow rates. Attachment "C" also tabulates the proportionate mileage of joint-use sanitary sewer on which F.H.'s annual reimbursement to S.P. is based.

4.2b For the sanitary sewers connected to Hoyt Avenue between Fulham Street and Cleveland Avenue, F.H. agrees to annually reimburse S.P. an amount equal to the charge as calculated in Section 4.2a above, divided by the number of F.H.'s REC units established in Attachment "C," times the number of F.H.'s REC units for this area which has been determined to be 111 REC units. Should the established number of REC units be unsatisfactory as basis of maintenance cost apportionment to either party, then they may be superseded by a revised determination of REC units or field checks of actual flow rates.

4.2c For the storm water portion, F.H. agrees to annually reimburse S.P. an amount equal F.H.'s land area contributing flow to S.P.'s storm sewer (0.119 sq. mi.) divided by the total land area in S.P. (52.8 sq. mi.) times S.P.'s previous year spending in their Storm Water Management Program. For 2005, that program's spending was \$292,806. It is noted that F.H.'s storm water between Fulham Street and Cleveland Avenue flows north and does not enter the S.P.'s storm sewer system.

4.2d On or before February 1 of each year, S.P. shall submit to F.H., an invoice and documentation of the Saint Paul Department of Public Works Sewer Maintenance Annual Budget, the prior year's spending for storm water management, and a summation of mileage of sewer, irrespective of size or type. The annual sanitary sewer maintenance cost utilized for the purposes of this agreement, shall be the annual Saint Paul Department of Public Works Sewer Maintenance budget (\$5,770,568 for 2006), divided by the mileage of sewer within S.P. (1,254 miles in 2006) times 110 percent to account for other administrative, depreciation, and related overhead expenses not included within the Sewer Maintenance Division budget. For 2006, the annual sanitary sewer maintenance cost per mile is agreed to be \$5,062.

4.2e F.H. shall make payment to S.P. within thirty (30) days of receipt of invoice for the maintenance cost sharing amount as determined by the basis set forth in this agreement for the current calendar year.

4.2f In the event that it is necessary to reconstruct, reline or replace part or all of the existing joint-use sewer in Hoyt Avenue, F.H. will recompense S.P. based on the percentages of F.H.'s flow as shown in Attachment "C" for the segments to be reconstructed or replaced. If replacement is needed because F.H.'s wishes to convey additional flow, that cost will be paid by F.H.

ARTICLE 5

JOINT USE OF SAINT PAUL'S SANITARY AND STORM SEWERS

- 5.1** S.P. does hereby grant permission to F.H. to allow F.H.'s sanitary and storm sewers that currently drain into the Hoyt and Hamline Avenue sewers at the locations shown in Attachment "B", Exhibits "A" and "B", to continue to do so in exchange for F.H.'s sharing of maintenance and replacement costs of the sewers.

- 5.2 The F.H. sanitary sewer system connected to the S.P. sewer system shall be used solely for the purpose of conveying sanitary sewage. F.H. shall not permit storm water, clear water, or inflow and infiltration exceeding standards set by the Metropolitan Council Environmental Services to be connected to S.P. sanitary sewers.
- 5.3 The F.H. storm sewer system connected to the S.P. sewer system shall be used solely for the purpose of conveying municipal storm water. F.H. shall prevent non-storm water discharges as currently defined by the Minnesota Pollution Control Agency and Saint Paul's National Pollutant Discharge Elimination System Permit from being discharged into S.P.'s storm sewers.
- 5.4 F.H. shall save S.P. harmless from any damage, cost or expense; and fully indemnify S.P. against any and all liability sustained by reason of the connections, or the maintenance of connections hereunder, between the public sewer system of F.H. and the public sewer system of S.P., by reason of any damage, cost, expense or loss that may be sustained by F.H., its inhabitants or any other person or persons connected with the use of F.H.'s public sewer system, or by diversion into F.H.'s public sewer system of prohibited discharges as outlined in Sections 5.2 and 5.3. This agreement is entered into pursuant to all of the terms, provisions, and conditions of Chapter 80 (Sewer Contracts, Suburbs) of the Legislative Code of S.P. F.H. does not waive, and expressly retains, any and all defenses and immunities pursuant to Minnesota Statutes, Chapter 466, et.al.
- 5.5 It is agreed between the parties hereto, that the Metropolitan Council Environmental Services (MCES) shall estimate the amount of sanitary sewage attributable to the F.H. properties hereby authorized to be connected to the S.P. sanitary sewer, and shall accordingly, charge F.H. for its proportionate cost of sewage treatment, conveyance in MCES interceptors, and related costs in its annual billings. F.H. and S.P. shall cooperate with, and provide all necessary information to the Metropolitan Council Environmental Services so as to permit the proper billing to F.H. and credit to S.P. for its sewage.

**ARTICLE 6
INDEMNIFICATION**

- 6.1 **Indemnification.** Each party to this agreement shall be liable for its own acts and its officers, employees, or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of any party, its officers, employees or agents.

**ARTICLE 7
GENERAL PROVISIONS**

- 7.1 **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Minnesota.
- 7.2 **Amendment.** This agreement may be amended by the parties, but only by a written instrument.
- 7.3 **Notices.** All notices or communications required or permitted pursuant to this Joint Powers Agreement, shall be either hand delivered or mailed to F.H. and S.P. by certified mail, return receipt requested, at the following address:

F.H. Greg Hoag
Director of Public Works
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113

S.P. John Maczko
City Engineer
Department of Public Works
15 West Kellogg Boulevard
140 City Hall
Saint Paul, Minnesota 55102

Either party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section.

7.4 **Service Calls.** Requests for Service shall be initiated by and requested of those authorized persons listed below. This list of authorized representatives is to be updated as necessary.

S.P. Authorized Representatives

Street Maintenance:	24-hour Phone #651-292-6600
Gary Erichson	Street Maintenance Engineer
Tom Scaramuzzo	Sweeping, Mowing, Litter
Jeff Sanchez	Patching, Sealcoating
Jim Crudo	Patching
Traffic Maintenance:	7:00 a.m.–4:00 p.m. Phone #651-487-7200
	After Hours – Phone #651-292-6600
Tom Stadslev	Traffic Maintenance Engineer
John McNamara	General Lead Electrician
Michael Miller	Pavement Markings and Signing
Sewer Maintenance:	7:00 a.m. – 4:00 p.m. Phone #651-558-2277
	After Hours – Telephone #651-292-6600
Greg Galloway	Sewer Maintenance Supervisor
Rich Rowan	Dispatcher

F.H. Authorized Representatives:

Winter Street Maintenance by Ramsey County

Pam Thompson @ County .	7:00 a.m. – 3:30 p.m.	651-266-7100
Night Crew @ County	3:30 p.m. – 12:00 p.m.	651-266-7100
Sheriff's Office @ County	12:00 p.m. – 7:00 a.m.	651-484-3366

Sewer Maintenance by Saint Paul

Greg Hoag	(Office) 651-792-7600	(Cell) 651-248-9318	(Home) 651-486-8295
Dave Tretsven	(Office) 651-792-7600	(Cell) 651-248-9410	(Home) 651-644-1648
Collin Callahan	(Office) 651-792-7600	(Cell) 651-248-9437	(Home) 651-659-0425

Traffic Maintenance by Saint Paul

Falcon Heights contacts as listed above.

- 7.5 **Counterparts.** This Joint Powers Agreement may be executed more than one counterpart, each of which shall be deemed to be an original but, all of which taken together, shall be deemed a single instrument.
- 7.6 **Survival of Representations and Warranties.** The representations, covenants, warranties, and agreements of the parties under this Joint Powers Agreement, and the remedies of either party for the breach of such representations, warranties, covenants and agreements by the other party, shall survive the execution and termination of this Joint Powers Agreement.
- 7.7 **Non-Assignability.** Neither F.H. nor S.P. shall assign any interest in this Joint Powers Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.
- 7.8 **Severability.** The provisions of this Joint Powers Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phase of this Joint Powers Agreement is, for any reason, held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Joint Powers Agreement.
- 7.9 **Termination.** This maintenance and joint-use agreement shall be permanently binding on both parties unless it is terminated by mutual consent, or in the event that sewage facilities that allow a connection to the Metropolitan Council Environmental Services Interceptor System within F.H. become available and obviates the state purpose of the joint sewer use aspects of this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, the date and year first set forth above.

CITY OF SAINT PAUL

Approved as to Form:

By: _____
Mayor

By: _____
City Attorney

By: _____
Director of Public Works

By: _____
Director, Financial Services

CITY OF FALCON HEIGHTS

By: _____
Susan Gehrz, Its Mayor

By: _____
Heather Worthington
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ____ day of _____ 2006, before me a Notary Public within and for said County, personally appeared _____, _____ and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor, Director of Public Works, and Financial Services Director of the City of Saint Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor, Director of Public Works, and Financial Services Director acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ____ day of _____ 2006, before me a Notary Public within and for said County, personally appeared _____, and _____ to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator of the City of Falcon Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

ATTACHMENT "A"
ROUTINE TRAFFIC MAINTENANCE

Routine Traffic Maintenance on Hamline Avenue from Hoyt to Larpenteur, Hoyt Avenue from Fulham Street to Cleveland and Hoyt Avenue from Snelling Avenue to Hamline Avenue will be completed as follows:

- Signs within S.P. will be maintained by S.P.
- Signs within F.H. will be maintained by F.H.
- Pavement markings within S.P. and F.H. will be maintained by S.P. The cost of services provided for maintaining pavement markings in F.H. will be billed to F.H. by S.P.
- Street lighting within S.P. will be maintained by S.P.
- Street lighting in F.H. on the north side of Hoyt from Fulham Street to Cleveland Avenue will be maintained by S.P. and costs of services will be billed to F.H.
- There is no street lighting in F.H. on Hamline Avenue from Hoyt to Larpenteur and Hoyt Avenue from Snelling Avenue to Hamline.

At sometime in the future, F.H. may desire that S.P. complete additional routine traffic maintenance services on above referenced streets or at other locations within F.H. city limits. Attachment "A" may be amended by F.H. at any time, providing such amendment is in writing and specifically describes the nature and type of such matter, its location and effective date of change. Such amendment shall be sent to the Traffic Operations Engineer, 899 North Dale Street, Saint Paul, Minnesota 55103. Amendments to Attachment "A" can include on-going or short-term requests for services for street lighting maintenance, traffic signal maintenance, pavement marking installation, sign manufacturing, repair or installation or other traffic infrastructure installation, maintenance or repair.

1. Said services shall include repair of malfunctions and knockdowns as they occur. Painting of poles may be arranged through the City of Saint Paul, or its contractor, which will be paid directly by Falcon Heights. Services contemplated herein do not include energy costs.
2. Electrical work performed by S.P. will be in conformance with the national electric code and in a neat and workmanlike manner. Further, traffic control during any maintenance performed by S.P., shall be structured according to Appendix "B" of the Manual of Uniform Traffic Control Devices.

3. Any construction work, excavation work and concrete work needed for the effective installation, repair or maintenance of the infrastructure serviced by S.P. shall be done by F.H. or agreed upon prior to commencement of work.
4. Damaged materials removed by S.P., pursuant to this agreement, shall be turned over to F.H. for inspection and disposal.
5. F.H. shall furnish to S.P., a copy of any and all repair and maintenance manuals and revisions of the same for any and all equipment.
6. S. P. shall immediately dispatch qualified personnel to repair and correct emergency or dangerous situations, on a priority basis, considering all traffic infrastructure maintained by S.P., taking care of the most dangerous situations first.
7. S.P. shall, for non-emergency or non-dangerous situations, respond to calls for service within twenty-four (24) hours if such calls are received between 7:00 a.m. and 5:30 p.m., Monday through Friday, excluding legal holidays. A call for service at any other time shall be responded to within seventy-two (72) hours.
8. To the extent possible, depending on S.P.'s complement of available staff and available parts, any infrastructure covered hereunder shall be restored to normal operation within seventy-two (72) hours from the time the call for service is received.

ATTACHMENT "B"
ROUTINE SEWER UTILITY MAINTENANCE

1. Catch basins and catch basin leads within S.P. will be maintained by S.P. Catch basins and catch basin leads within F.H. will be maintained by F.H.
2. Storm sewer and sanitary sewer main lines in Hoyt from Fulham to Cleveland and in Hoyt from Snelling to Hamline shall be maintained by S.P. Costs for services provided for on behalf of F.H. will be invoiced to F.H.
3. Storm sewer in Hamline from Hoyt to Larpenteur , will be maintained by S.P. Costs for serviced provided for on behalf of F.H. will be invoiced to F.H.
4. Sanitary Sewer in Hamline – S.P. and F.H. have, for the most part, separate systems. Each city will be responsible to maintain their own system.
5. Attached Exhibit "A" identifies location of joint use sanitary sewer.
6. Attached Exhibit "B" identifies location of joint use storm sewer.
7. Frequency of Routine Maintenance – Sewer main blockages shall be deemed an emergency and resolved as soon as possible. For the most part, Sewer Maintenance Services will be complaint driven. Sewer mains in these three (3) street segments were inspected and televised in 2005; hereafter these mains will be inspected and televised on a ten-year cycle.

ATTACHMENT "B"

EXHIBIT A

LOCATION OF JOINT USE SANITARY SEWER:
HOYT AVENUE FROM SNELLING TO HAMLINE AVENUES

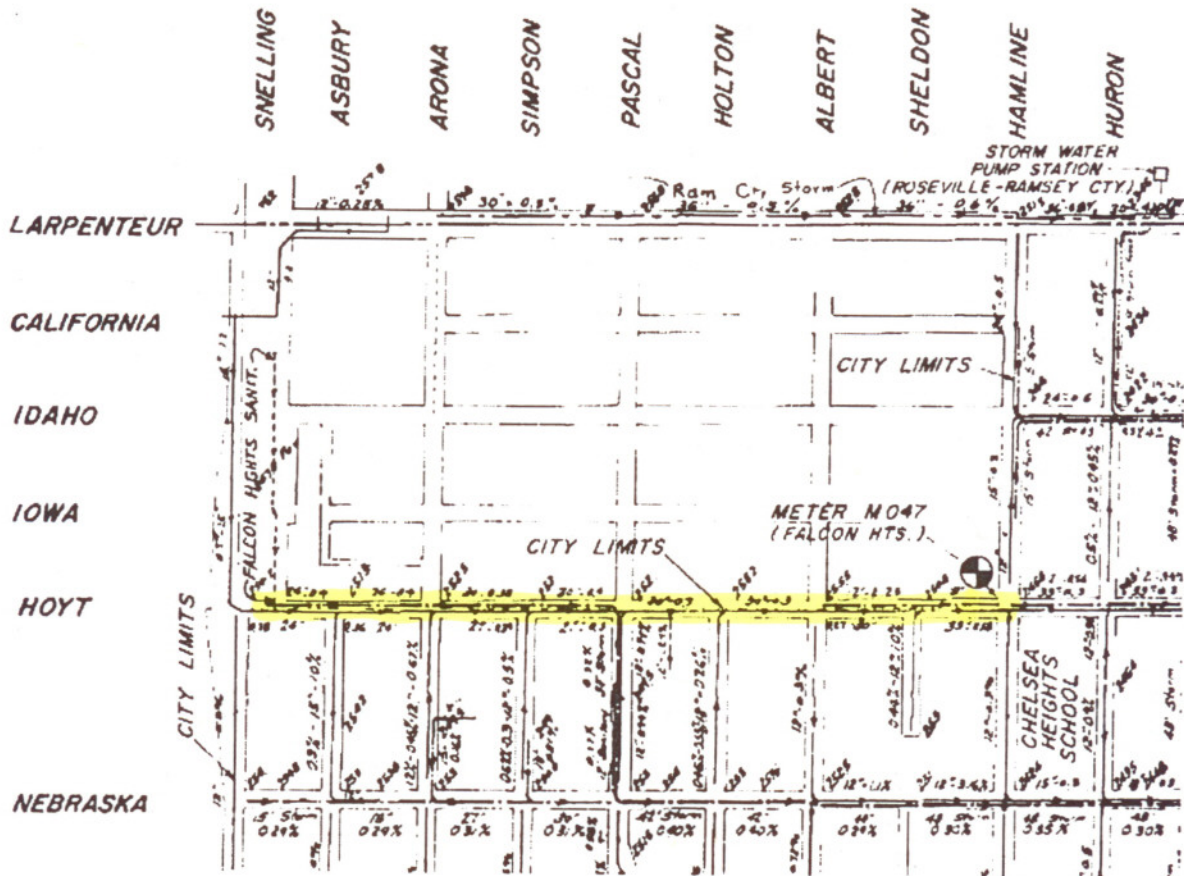


EXHIBIT A (CONTINUED)

LOCATION OF JOINT USE SANITARY SEWER:
HOYT AVENUE FROM FULHAM STREET TO CLEVELAND
AVENUE

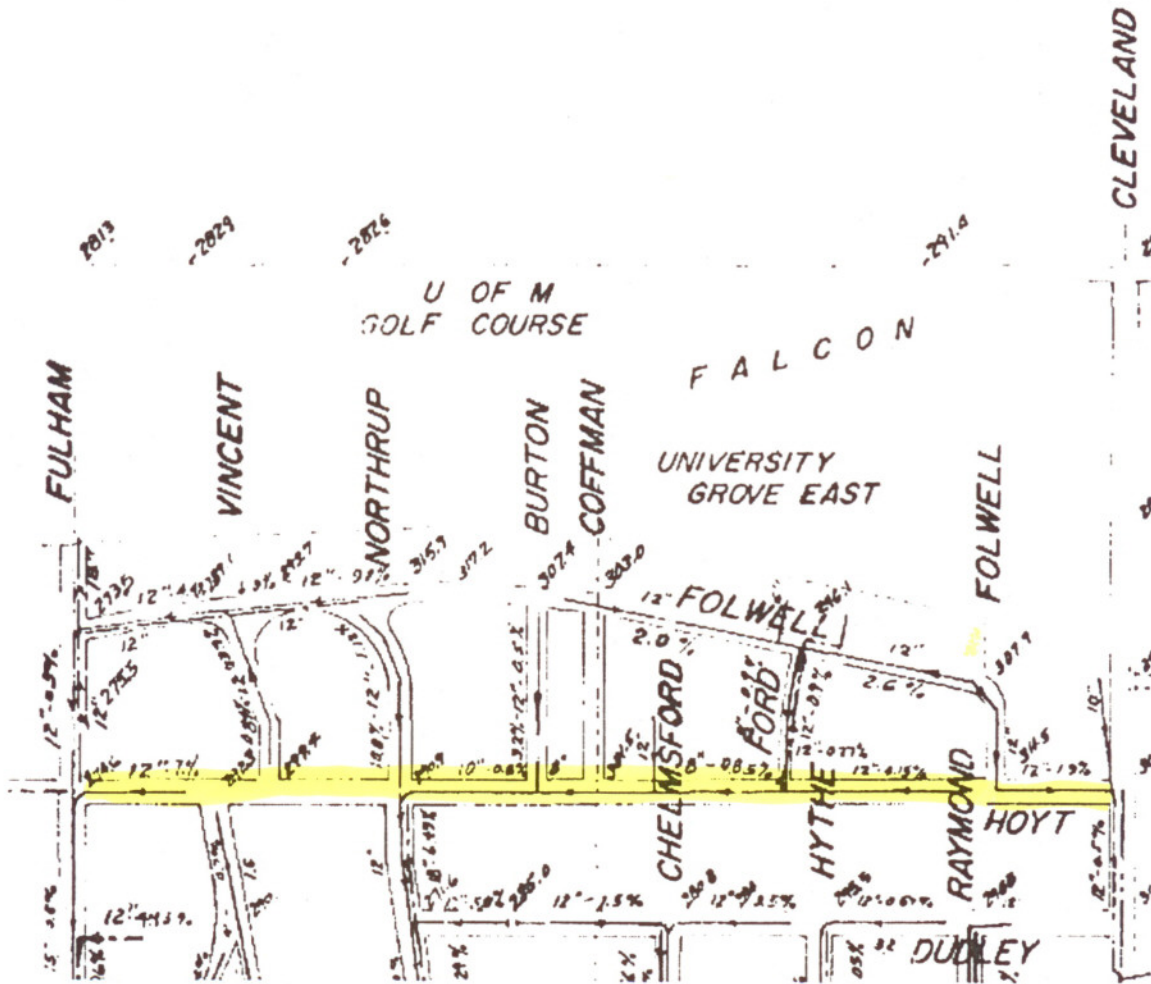
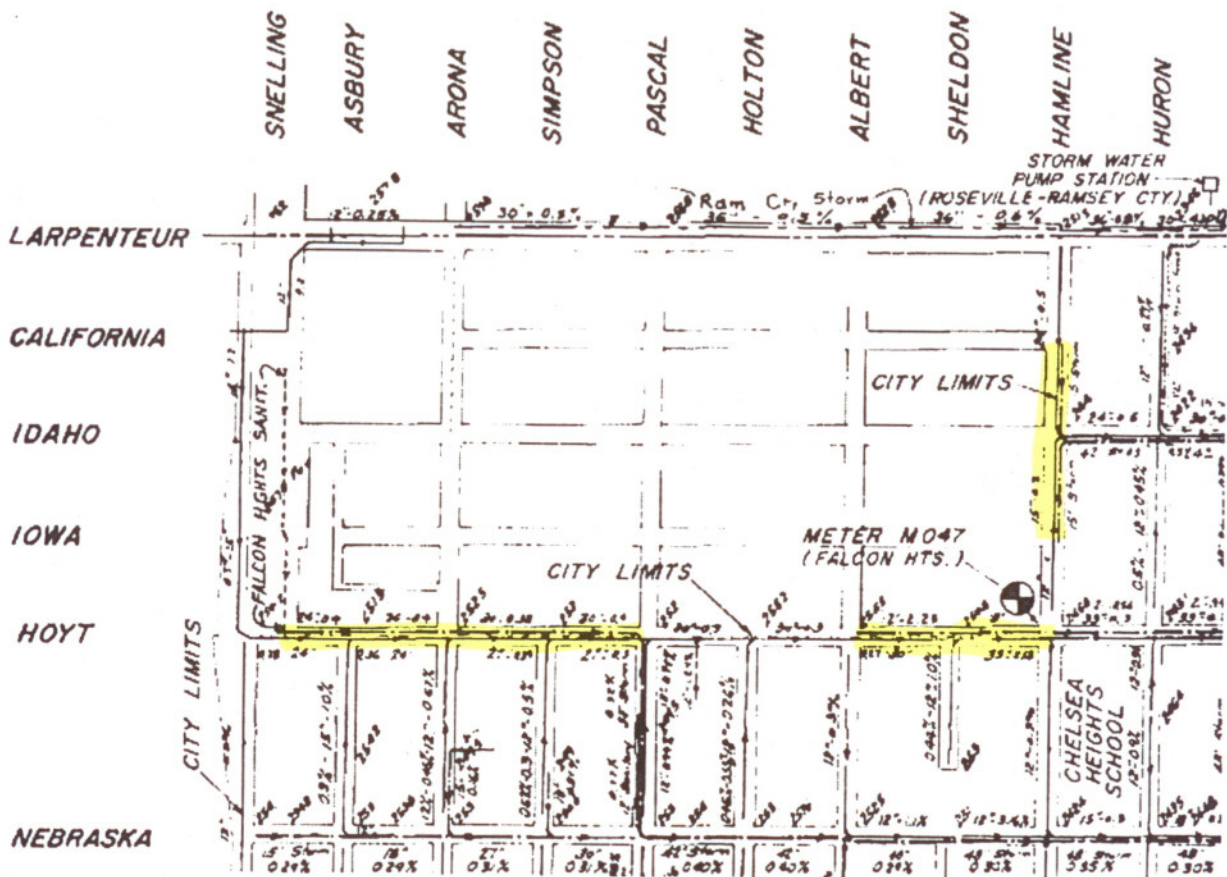


Figure 1

EXHIBIT B

LOCATION OF JOINT USE STORM SEWERS:
HOYT AVENUE FROM SNELLING TO PASCAL AVENUES,
HOYT AVENUE FROM ALBERT STREET TO HAMLINE AVENUE
AND HAMLINE AVENUE FROM CALIFORNIA TO IOWA
AVENUES



ATTACHMENT "C"

JOINT USE SANITARY SEWERS AND PERCENTAGE OF FLOW

The following table shows the percentage in 2005 of Falcon Heights's sanitary sewer flow entering the sanitary sewer in Hoyt Avenue. Flow from Falcon Heights includes part of the area bounded by Larpenteur, Snelling, Hoyt and Hamline Avenues (see Exhibit D). It also includes Hollywood Court and the SW corner of Larpenteur and Snelling Avenues. The Equivalent Falcon Heights Mileage is calculated as a factor in determining Falcon Heights's annual cost for using these sections of St. Paul's sanitary sewer.

Sewer Segment	(Falcon Heights' REC) (Total REC)	Falcon Heights's Share %	Segment Miles	Equivalent Falcon Heights Mileage
Hoyt Ave. from Snelling Ave to Hamline Ave.	<u>231</u> 388	59.5%	0.499	0.297

Total Falcon Heights Mileage = 0.297

Note: The Metropolitan Council Environmental Services defines a REC as the sanitary sewer volume (80,000 gallons per year) generated by a typical residential connection.

EXHIBIT D
NUMBER OF HOMES AND OTHER PROPERTIES CONNECTED
TO THE HOYT AVENUE SEWER

For St. Paul:

Asbury St. from Nebraska Ave. to Hoyt Ave.
Twenty-eight homes 28 REC

Arona St. from Nebraska Ave. to Hoyt Ave.
Twenty-eight homes 28 REC

Simpson St. from Nebraska Ave. to Hoyt Ave.
Twenty-seven homes 27 REC

Pascal St. from Nebraska Ave. to Hoyt Ave.
Twenty-eight homes 28 REC

Holton St. from Nebraska Ave. to Hoyt Ave.
Twenty-eight homes 28 REC

Sheldon St. from Nebraska Ave. to Hoyt Ave.
Sixteen homes plus Como Lutheran Church
18 REC

In 2005 the church used 127,160 gallons of water.
This amounts to 127,160 gal = 2 REC
80,000 gal/REC

Total: 157 REC

EXHIBIT D (CONTINUED)

For Falcon Heights:

Part of the area of Falcon Heights' sanitary sewer system draining to the Hoyt Ave. sewer can be described as follows: It is the area bounded by a line beginning at the intersection of Snelling Ave. and Hoyt Ave., then north to the intersection of Snelling Ave. and Larpenteur Ave., then east to Arona Ave. then south to the alley between Larpenteur Ave. and California Ave. then east along the alley to Pascal St. then south on Pascal St. to the intersection of the alley between California Ave. and Idaho Ave. then west along the alley to the mid block point then south to the intersection of the alley between Idaho Ave. and Iowa Ave., then east along the alley to the midpoint of the alley between Pascal St. and Albert St. then south to the intersection of the alley between Iowa Ave. and Hoyt Ave. then east to the commercial properties fronting Hamline Ave., then south to Hoyt Ave.

This area contains 134 homes or 134 REC

The Hollywood Court development contains 18 homes or 18 REC

During the past twelve months, 1550 W. Larpenteur used 2,724,216 gallons of water. This amounts to: $\frac{2,724,216}{80,000 \text{ gal/REC}} = \underline{34 \text{ REC}}$

During the past twelve months, 1530 W. Larpenteur used 1,279,828 gallons of water. This amounts to: $\frac{1,279,828}{80,000 \text{ gal/REC}} = \underline{16 \text{ REC}}$

During the past twelve months, 1667 N. Snelling Ave. used 2,303,840 gallons of water. This amounts to: $\frac{2,303,840}{80,000 \text{ gal/REC}} = \underline{29 \text{ REC}}$

Therefore the total contribution of Falcon Heights sanitary flow to the Hoyt Ave. sewer is 231 REC.

**City of Falcon Heights
No. 2006-13**

**Resolution for Joint Powers Agreement with the City of Saint Paul for maintenance of
street and sewer facilities on Hamline and Hoyt Avenues**

April 26, 2006

WHEREAS, Hoyt Avenue and Hamline Avenue, previously Ramsey County roadways, have been “turned back” to the cities; and

WHEREAS, the segments of Hoyt Avenue from Fulham Street to Cleveland Avenue and from Snelling Avenue to Hamline Avenue, and the segment of Hamline Avenue from Hoyt Avenue to Larpenteur Avenue, are border streets shared by St. Paul and Falcon Heights; and

WHEREAS, responsibility for maintenance of the shared street and sewer utility systems and authority for joint use of the storm and sanitary sewer systems must be established;

NOW, THEREFORE, BE IT RESOLVED, that we hereby authorize the proper City officials to sign the Agreement.

Moved by: _____

Approved by: _____

Susan L. Gehrz, Mayor
April 26, 2006

GEHRZ
KUETTEL _____ In Favor
HARRIS
LINDSTROM _____ Against
TALBOT

Attested by: _____
Heather M. Worthington
City Administrator
April 26, 2006