

City of Falcon Heights
Regular Meeting of the City Council
City Hall
2077 W. Larpenteur Avenue

October 23, 1996
A G E N D A

- A. CALL TO ORDER: 7 p.m.
- B. ATTENDANCE: GEHRZ ___ GIBSON TALBOT ___ HUSTAD ___
JACOBS ___ KUETTEL ___ HOYT ___ ASLESON ___ ATTORNEY ___ ENGINEER ___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: October 9, 1996
- E. PUBLIC HEARING: None
- F. CONSENT AGENDA:
 - 1. Disbursements
 - a. General disbursements through 10/17/96, \$86,600.95
 - b. Payroll, 10/1/96 to 10/14/96, \$9,919.32
 - 2. Acceptance of proposal for construction of a temporary material holding facility behind the public works garage
 - 3. Resolution authorizing city clerk to apply for SCORE recycling grant funds from Ramsey County
 - 4. Approval of election judges
- G. POLICY AGENDA:
 - 1. Request for a conditional use permit for the operation of a secondhand furniture store at 1579A N. Hamline Avenue, Chapter 9-8.01 subd. 3 (d)
 - 2. Consideration of a Memorandum of Understanding with the St. Paul Water Utility regarding the transfer of the city's water system
 - 3. Consideration of a resolution electing to continue participation in the Metropolitan Livable Communities Act
 - 4. Authorization to enter into a contract for recycling services
- H. INFORMATION AND ANNOUNCEMENTS:
 - I-1. Minutes of the Solid Waste Commission dated 9/12/96
- I. ADJOURN

City of Falcon Heights
Regular Meeting of the City Council
City Hall
2077 W. Larpenteur Avenue

October 23, 1996
A G E N D A

- A. CALL TO ORDER: 7 p.m.
- B. ATTENDANCE: GEHRZ ___ GIBSON TALBOT ___ HUSTAD ___
JACOBS ___ KUETTEL ___ HOYT ___ ASLESON ___ ATTORNEY ___
ENGINEER ___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: October 9, 1996 (Tab #1)
- E. PUBLIC HEARING: None
- F. CONSENT AGENDA:
 - 1. Disbursements (Tab #2)
 - a. General disbursements through 10/17/96, \$86,600.95
 - b. Payroll, 10/1/96 to 10/14/96, \$9,919.32
 - 2. Acceptance of proposal for construction of a temporary material holding facility behind the public works garage (Tab #3)
 - 3. Resolution authorizing city clerk to apply for SCORE recycling grant funds from Ramsey County (Tab #4)
 - 4. Approval of election judges (Tab #5)
- G. POLICY AGENDA:
 - 1. Request for a conditional use permit for the operation of a secondhand furniture store at 1579A N. Hamline Avenue, Chapter 9-8.01 subd. 3 (d) (Tab #6)
 - 2. Consideration of a Memorandum of Understanding with the St. Paul Water Utility regarding the transfer of the city's water system (Tab #7)
 - 3. Consideration of a resolution electing to continue participation in the Metropolitan Livable Communities Act (Tab #8)
 - 4. Authorization to enter into a contract for recycling services (Tab #9)
- H. INFORMATION AND ANNOUNCEMENTS:
 - I-1. Minutes of the Solid Waste Commission dated 9/12/96 (Tab #10)
- I. ADJOURN

**CITY OF FALCON HEIGHTS
REGULAR CITY COUNCIL MEETING
MINUTES OF OCTOBER 9, 1996**

DRAFT

Mayor Gehrz convened the meeting at 7:43 p.m.

PRESENT

Gehrz, Gibson Talbot, Jacobs, and Kuettel. Also present were Hoyt and Asleson.

ABSENT

Hustad.

COMMUNITY FORUM

Melvin Kuhens, 1747 Holton Street, requested that the city council designate the area around Falcon Heights Elementary School as an official "school zone" and address the speeding problem in the area.

MINUTES OF SEPTEMBER 18, 1996 AND SEPTEMBER 25, 1996

Minutes were approved by unanimous consent.

CONSENT AGENDA APPROVED

Motion was made by Councilmember Gibson Talbot to approve the following consent agenda. Motion passed unanimously.

1. Disbursements
2. Licenses
3. Approval of election judges

POLICY AGENDA

**REQUEST FOR PLACEMENT OF CROSSWALKS AT THE INTERSECTIONS OF
HOLTON STREET AND GARDEN AVENUE**

Administrator Hoyt reported that a request has been received to place crosswalks at Holton and Garden Avenues to facilitate school crossing in the area. The city engineer recommends limiting crosswalks since they become ignored when there are too many in the area. However, since this request is near a school, a clearly delineated crosswalk complementing the school's crossing pattern makes some sense.

Melvin Kuhens, 1747 Holton Street, requested that the crosswalk be placed on the west side of the Garden/Holton intersection and to mark the streets along the edge to mark where the children walk to school. In addition, he asked for more enforcement of the four way stop signs already in place in the area.

Jim Atherton, 1847 Simpson Street, asked for more enforcement of stop signs and for the addition of crosswalks.

DRAFT

Administrator Hoyt noted that she would direct the issue of a white line street marker to the engineer to see if this was a permitted street marking. The police have been notified of the problem with the stop sign violations and are attempting to provide more patrol of the area. Hoyt also noted for the viewing audience that the city had received requests for stop signs at Hamline and Garden, just east of Falcon Heights School. This request will be handled by Ramsey County.

The council thanked the residents for their input and directed staff to investigate the city's legal options and costs of installation.

CONSIDERATION OF A RESOLUTION CALLING FOR THE SALE OF \$1,645,000 OF GENERAL OBLIGATION BONDS FOR THE LARPENTEUR AVENUE RECONSTRUCTION AND STREETScape PROJECT

Administrator Hoyt reported that the proposed bond issue would finance all city costs for the Larpenteur Avenue streetscape and street reconstruction activities in the next three years.

Bob Thistle, representing Springsted, Inc, outlined the bonding process and explained that the proposed resolution would authorize his company to solicit offers for the sale of bonds on behalf of the city. The funds to pay back the bonds will come from TIF district revenue. Based upon current cash flow, there will be enough revenue from these districts to cover the bond payments.

Mayor Gehrz asked if there was any looming TIF legislation that might affect the bond sale. Thistle noted that the legislation may change in 1997 and the uses of TIF funds might be restricted. It is unlikely, however, that legislation would be applied retroactively.

Motion was made by Councilmember Jacobs to approve Resolution 96-16, authorizing the solicitation of offers for the \$1,645,000 general obligation tax increment bonds, series 1996A. Motion passed unanimously.

CITY INFORMATION AND ANNOUNCEMENTS

Mayor Gehrz reported that she'd distributed Falcon Heights' goals at the Minnesota Mayors Conference, as other cities were interested in the goal setting process. She also reported that Falcon Heights' tobacco ordinance had been featured on Norwegian Public Television as a model for preventing youth access to tobacco. Finally, she thanked St. Paul Dispatch for the tour that the council had taken of St. Paul's emergency dispatch center.

Councilmember Kuettel reminded the viewing audience that the city has a scavenging ordinance and therefore it is against code to take materials from other people's recycling bins. A call to the police with a license plate number would be appropriate if this happens to a resident.

DRAFT

Administrator Hoyt reported that the Fire Department would be having its open house on Saturday, October 12th.

ADJOURNMENT

The meeting adjourned at 8:43 p.m.

Susan L. Gehrz, Mayor

Carla Asleson
Recording Secretary

CONSENT
Meeting Date: 10/23/96
Item: 1

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Joe Rigdon, City Accountant

EXPLANATION/SUMMARY:

- a. General disbursements through 10/17/96, \$86,600.95
- b. Payroll, 10/1/96 through 10/15/96, \$9,919.32

ACTION REQUESTED: Approval

APPROVAL OF BILLS
PERIOD ENDING: 10/23/96

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	AT&T	4TH QTR PHONE LEASE	FIRE FIG	18.26
	ASLESON, CARLA	MILEAGE	ADMINIST	4.34
	ASLESON, CARLA	MILEAGE & PARKING	PLANNING	9.33
	ASLESON, CARLA	MILEAGE	SOLID WA	5.89
	ASLESON, CARLA	OSHA SEMINAR	ADMINIST	25.00
	*** TOTAL FOR ASLESON, CARLA			44.56
	AMERICAN LINEN SUPPLY CO.	LINEN CLEANING	FIRE FIG	42.76
	AMERICAN TRAINING SYSTEMS	FIRE TRAINING SOFTWARE	FIRE FIG	79.90
	FOCUS NEWS	LEGAL NOTICE	LEGISLAT	17.01
	FULLER, JIM	RADIO REPAIR	FIRE FIG	52.11
	FULLER, JIM	REPAIR PACKSET CASE	FIRE FIG	42.49
	*** TOTAL FOR FULLER, JIM			94.60
	GEHRZ, SUE	MN MAYORS CONF. EXP.	LEGISLAT	289.90
	HOISINGTON KOEGLER GROUP	9/96 PLANNING & DESIGN	LARPENTE	3,696.67
	HONEYWELL INC.	11/1-1/31/97 MONITORING	PARK & R	104.00
	ICMA RETIREMENT TRUST 457	10/96 CONTRIBUTIONS	ADMINIST	150.00
	ICMA RETIREMENT TRUST 457	10/96 CONTRIBUTIONS	FINANCE	150.00
	*** TOTAL FOR ICMA RETIREMENT TRUS			300.00
	IIMC	1997 MEMBERSHIP-ASLESON	-----	80.00
	IVERSON, TERRY	PROPANE	BUILDING	12.73
	JANKE, KATHLEEN	10/96 CLEANING	FIRE FIG	80.00
	KNOX LUMBER CO.	EXERCISE STATION REPAIR	PARK MAI	95.22
	DAVID W. KRIESEL, INC.	10/96 BUILDING INSPECT	PLANNING	550.00
	LARSEN MOTORS	BRAKES & CALIPER F250	STREETS	319.00
	LIFE LINK III	RESCUE OUTREACH EDUC.	RESCUE S	90.00
	METROPOLITAN COUNCIL	11/96 SEWER SERVICE	SANITARY	37,950.00
	32637 MN DEPARTMENT OF REVENUE	STATE WITHHELD 10/15/96	ADMINIST	670.70
	MINNESOTA STATE TREASURER	3RD QTR BLDG PMT SURCHGS	-----	112.30
	MOSBY	EMS SOFTWARE	RESCUE S	26.69
	NSP	9/96 ELECTRIC	BUILDING	772.11
	NSP	9/96 GAS	BUILDING	58.47
	NSP	9/96 ELECTRIC	PARK MAI	22.45

APPROVAL OF BILLS
PERIOD ENDING: 10/23/96

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	NSP	9/96 GAS & ELECTRIC	PARK MAI	50.37
	NSP	9/96 ELECTRIC	SANITARY	111.20
	NSP	9/96 ELECTRIC	SANITARY	9.12
	NSP	9/96 STREET LIGHTING	STR. LIG	2,049.11
	*** TOTAL FOR NSP			3,072.83
	NORTH STAR STATE BANK	FED WITHHELD 10/15/96	ADMINIST	3,297.04
	OFFICE MAX CREDIT PLAN	SCOTCH TAPE, INDEX	ADMINIST	24.37
	ON SITE SANITATION	9/6-10/3/96 SANITATION	PARK MAI	68.65
	OSTERMAN API	JR HELMET LABELS	FIRE FIG	30.00
	OXYGEN SERVICE COMPANY	9/96 OXYGEN CYLINDERS	RESCUE S	10.00
	OXYGEN SERVICE COMPANY	9/96 OXYGEN CYLINDERS	BUILDING	9.00
	*** TOTAL FOR OXYGEN SERVICE COMPA			27.00
	PERA	PERA WITHHELD 10/15/96	ADMINIST	1,101.93
	PERA LIFE	PHILLIPS 10/96 PREMIUM	ADMINIST	12.00
	PERA LIFE	BAUMANN 10/96 PREMIUM	FIRE FIG	12.00
	PERA LIFE	IVERSON 10/96 PREMIUM	FIRE PRE	12.00
	*** TOTAL FOR PERA LIFE			36.00
	R & S AUTOMOTIVE, INC.	BRAKES/PACK WBRNGS F350	STREETS	272.53
	CITY OF SAINT PAUL	TRAINING FACILITY USAGE	FIRE FIG	200.00
	CITY OF SAINT PAUL	TRAINING FACILITY USAGE	FIRE FIG	100.00
	CITY OF SAINT PAUL	REPAIR BUNKER COATS	FIRE FIG	277.50
	*** TOTAL FOR CITY OF SAINT PAUL			577.50
	SPECIALTY RADIO SERVICES	REPAIR PACKET	FIRE FIG	495.23
	32636 SUBURBAN HARDWARE	MISC. SUPPLIES	FIRE FIG	20.98
		LIGHT BULBS, MISC.	BUILDING	72.01
		LIGHT BULBS, MISC.	PARK MAI	34.48
	*** TOTAL FOR SUBURBAN HARDWARE			127.47
	TAFF, SUSAN HOYT	10/96 CAR ALLOWANCE	ADMINIST	165.00
	USWEST COMMUNICATIONS	10/96 PHONE	BUILDING	361.30
	USWEST COMMUNICATIONS	9/96 & 10/96 PHONE	FIRE FIG	114.34
	USWEST COMMUNICATIONS	10/96 PHONE	PARK & R	57.29
	*** TOTAL FOR USWEST COMMUNICATION			533.01
	BERNARDY, CONNIE LANNERS	10/31/96 MCAD SERVICES	MCAD	1,543.85
	ST. ANTHONY VILLAGE	10/96 POLICE SERVICES	POLICE	27,209.17
	ANOKA HENNEPIN TECHNICAL	FIRE COURSES	FIRE FIG	200.00
	RIGDON, JOE	MGFOA CONFERENCE EXP.	FINANCE	260.84

APPROVAL OF BILLS
 PERIOD ENDING: 10/23/96

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	COORDINATED BUS. SYSTEMS,	COPIER STAPLES	ADMINIST	21.54
	COORDINATED BUS. SYSTEMS,	COPIER COVER	ADMINIST	120.13
	COORDINATED BUS. SYSTEMS,	COPIER MAINT. 10/10-1/9	ADMINIST	448.37
	*** TOTAL FOR COORDINATED BUS. SYS			590.04
	HUGHES & COSTELLO	10/96 PROSECUTION	PROSECUT	2,065.50
	MATRX MEDICAL INC.	AIRWAYS, GLUCOSE	RESCUE S	20.22
	MATRX MEDICAL INC.	CLEAR TAPE	RESCUE S	14.22
	*** TOTAL FOR MATRX MEDICAL INC.			42.44
	COMPUTER CITY	VIRUS SFTWRE; INK CARTRD	FIRE FIG	105.97
	*** TOTAL FOR BANK 01			86,600.95
	*** GRAND TOTAL ***			86,600.95

PERIOD END DATE 10/15/96
SYSTEM DATE 10/15/96

FILE NOT UPDATED

PAGE 1

C H E C K R E G I S T E R

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHECK AMOUNT
COM	10 15 96	30 NICHOLAS BAUMANN	24686	74.45
COM	10 15 96	31 ROSS BERNDT	24687	43.84
COM	10 15 96	32 RAYMOND BROWN	24688	215.63
COM	10 15 96	34 CLEMENT KURHAJETZ	24689	93.29
COM	10 15 96	35 LEO LINDIG	24690	12.74
COM	10 15 96	40 KEVIN ANDERSON	24691	34.83
COM	10 15 96	41 DAVID F. BIANCHI	24692	6.47
COM	10 15 96	42 MICHAEL D. CLARKIN	24693	195.82
COM	10 15 96	45 JAMES D. FULLER	24694	156.99
COM	10 15 96	47 NATHANIEL HEROLD	24695	67.87
COM	10 15 96	48 JOHN H. HOLMGREN	24696	76.92
COM	10 15 96	49 DOUGLAS LEMAY	24697	6.47
COM	10 15 96	50 JOSEPH L. MARTINEZ	24698	60.61
COM	10 15 96	56 GREGORY S. PETERSON	24699	115.09
COM	10 15 96	59 GREGORY M. FULLER	24700	176.90
COM	10 15 96	60 TERRY D. IVERSON	24701	70.71
COM	10 15 96	61 DENNIS G. LEMAY	24702	25.25
COM	10 15 96	62 BRYON A. SCHULTZ	24703	82.74
COM	10 15 96	63 RACHELLE L. MARVIN	24704	71.16
COM	10 15 96	66 ALFRED HERNANDEZ	24705	58.99
COM	10 15 96	67 BRENT W. KOSKELA	24706	251.98
COM	10 15 96	69 JASON J. HYATT	24707	125.94
COM	10 15 96	70 JUSTIN T. NOVAK	24708	8.08
COM	10 15 96	71 THOMAS R. REITAN	24709	297.10
COM	10 15 96	72 JOHN R. WOLFSBERGER	24710	143.03
COM	10 15 96	1002 SUSAN HOYT TAFF	24711	1486.27
COM	10 15 96	1003 TERRY IVERSON	24712	996.23
COM	10 15 96	1005 CAROL KRIEGLER	24713	560.05
COM	10 15 96	1007 PATRICIA PHILLIPS	24714	789.51
COM	10 15 96	1008 DELORIS SWENSON	24715	775.97
COM	10 15 96	1010 CARLA ASLESON	24716	920.05
COM	10 15 96	1012 JOSEPH M. RIGDON	24717	896.44
COM	10 15 96	1026 JASON CIERNIA	24718	33.25
COM	10 15 96	1031 LINDA TREEFUL	24719	73.06
COM	10 15 96	1033 DAVE TRETSVEN	24720	754.68
COM	10 15 96	1083 JAMES W. SNOWDEN	24721	144.07
TOTALS				9919.32

CONSENT

Meeting Date: 10/23/96

Item: 2

ITEM DESCRIPTION: Acceptance of proposal for construction of a temporary material holding facility behind the public works garage.

SUBMITTED BY: Carol Kriegler, Director of Parks, Recreation, Grounds and Facilities

REVIEWED BY: Michael Schroeder, Hoisington Koepler Group Inc.

EXPLANATION / SUMMARY:

The parks / public works maintenance staff frequently has the need to temporarily store materials on the city hall grounds. A sand / salt mixture needs to be stockpiled and readily available in the winter months, while materials such as black dirt, ag-lime, and brush are frequently in need of an appropriate storage facility during the other months. Currently there is no designated place for storage of these materials and they too frequently get stockpiled in an unsightly manner on city hall grounds.

Michael Schroeder of Hoisington Koepler Group Inc. has developed a plan for construction of a temporary material holding facility within an existing berm located just behind the public works garage. This berm and its location offer a natural screen from Larpenueur and Prior Avenues, and good accessibility. Construction of the facility will include excavation, construction of a retaining wall, the laying of a concrete pad and curb, and restoration. A copy of the proposed plan is attached.

Proposals for the project have been requested from a number of concrete contractors. A recommendation will made available to the council prior to Wednesday night's meeting.

ACTION REQUESTED: Acceptance of a proposal for construction of a temporary material holding facility.

**ADDITIONAL INFORMATION FOR
CONSENT ITEM #2**

MEMO TO: Council Members

FROM: Carol Kriegler

SUBJECT: Material holding facility plan and proposals

DATE: Oct. 22, 1996

Attached is the plan for the construction of a temporary holding facility behind the public works garage as well as proposals from two contractors.

The proposals are being reviewed by Michael Schroeder. Given the proposed costs for the project, Michael is exploring possible opportunities for negotiation and design modification in an effort to reduce cost. A recommendation will be available at tomorrow night's meeting.

TEMPORARY MATERIAL HOLDING FACILITY

Falcon Heights
City Hall

Falcon Heights,
Minnesota

NOTES:

- INSTALL CONTROL JOINTS IN CONCRETE SLAB AT APPROX. 6' O.C.
- CMU WALL UNITS TO BE ALLEN BLOCK AS III OR CAP BLOKS TO MATCH. COLOR TO BE GREY. INSTALL WHERE CMU BLOCK WALL STEPS DOWN. INSTALL CORNER BLOCK TO EASE GRADE CHANGE.
- INSTALL NEW SOD IN ALL AREAS DISTURBED DUE TO CONSTRUCTION. SOD TO BE HIGHLAND TYPE.
- ABANDON IRRIGATION SYSTEM WITHIN ISLAND. CONSULT WITH CITY MAINTENANCE PERSON FOR IRRIGATION WATER LINE CAPPING LOCATION.



REMOVE EXIST' CONC. CURB. REPLACE W/ SURROUNDABLE CURB W/ 3" TRANSITION TO EXIST' BARRIER TYPE CURB AT EACH END.

CONCRETE BARRIER (BY OTHERS)

PROTECT SURB (TOP)

RETAINING WALL

DRAIN TILE

1 PLAN

SCALE 1" = 10'-0"

1 WALL SECTION

2 SCALE 1/2" = 1'-0"

STEP WALL WHERE NECESSARY TO ACCOMMODATE STAIRS

CAP CORNER BLOCK

ALLEN BLOCK AS III - 3" CENTER

3/4" REAR VERTICAL 3/4" O.C. FILL W/ COMP. CONC. @ OTHER JOINTS W/ CLASS 5 AGG. ALSO, BACKFILL

4" PEEL DRAIN TILE

CONCRETE - 4000 PSI AIR ENTRAINING AGENT (1000 PSI) COMPACTED CLASS 5 - 25% FINE POSITION

3/4" REAR 12" O.C. S.W. - SETBACKS IN THICKNESS OF CONC. COMPACTED SUBGRADE - 95% M. 25-5-7.1

1/2" O.C. UNREINFORCED SURROUNDABLE CONC. CURB FULL ON JOINT

CAP BLOCK - WHERE TOP BACK W/ POWER BEND FLAG OR APPROX EQUAL SLOPE 3:1 MAX. HOLD SOD 1" BELOW TOP OF CAP

1/2" REAR VERTICAL 3/4" O.C. FILL W/ COMP. CONC. @ OTHER JOINTS W/ CLASS 5 AGG. ALSO, BACKFILL

4" PEEL DRAIN TILE

CONCRETE - 4000 PSI AIR ENTRAINING AGENT (1000 PSI) COMPACTED CLASS 5 - 25% FINE POSITION

3/4" REAR 12" O.C. S.W. - SETBACKS IN THICKNESS OF CONC. COMPACTED SUBGRADE - 95% M. 25-5-7.1

1/2" O.C. UNREINFORCED SURROUNDABLE CONC. CURB FULL ON JOINT

CAP BLOCK - WHERE TOP BACK W/ POWER BEND FLAG OR APPROX EQUAL SLOPE 3:1 MAX. HOLD SOD 1" BELOW TOP OF CAP

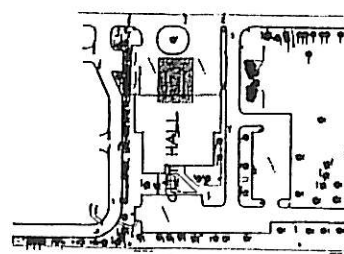
Certification
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Landscape Architect under the laws of the State of Minnesota.

For: Historical Koegel, O'Connell & Co.
By: Landscape Architect
Registration Number: 3984
Date: 10/19/08
Drawn: JH
Revised:

Houlihan Koegel Group Inc.



Landscape Architect
300 West Boulevard, Suite 200
Minneapolis, MN 55401
612/835-9980



PROJECT LOCATION

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

REQUEST FOR PROPOSAL

Temporary Material Holding Facility

The undersigned, NADEAU UTILITY, INC., proposes and agrees to furnish all labor, materials, equipment and supplies to completely construct the improvements as listed for the above stated project as listed in this form and in accordance with the plan by Hoisington Koegler Group for the following unit and lump sum prices.

No.	Item	Qty	Unit	\$ Unit	\$ Total Unit
1	Common Excavation/Removal	1	L.S.	<u>1773.00</u>	<u>1773.00</u>
2	Reinforced Concrete w/Base & jointing				
	6" Slab	330	S.F.	<u>8.25</u>	<u>2722.50</u>
	10" Slab	150	S.F.	<u>8.50</u>	<u>1275.00</u>
3	Surmountable Curb	31	L.F.	<u>31.35</u>	<u>971.85</u>
4	CMU retaining wall & cap including reinforcing, grouting, drain tile & back filling	140	F.F.	<u>15.85</u>	<u>2219.00</u>
5	Site Restoration	1	L.S.	<u>700.00</u>	<u>700.00</u>
6	Remove Concrete Curb	31	L.S.	<u>5.00</u>	<u>155.00</u>
			Total	\$	<u>9816.35</u>

In this proposal, if accepted, Bidder agrees to commence work no later than twenty-one (21) days following award and to complete the work in a timely manner.

Firm Name: NADEAU UTILITY, INC.

Address: 5839 HWY 12

MAPLE PLAIN, MN 55359

Date: OCT. 21, 1996 Anticipated Completion Date: NOV. 2, 1996.

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

REQUEST FOR PROPOSAL

Temporary Material Holding Facility

The undersigned, EDGEWORK BUILDERS INC., proposes and agrees to furnish all labor, materials, equipment and supplies to completely construct the improvements as listed for the above stated project as listed in this form and in accordance with the plan by Hoisington Koegler Group for the following unit and lump sum prices.

No.	Item	Qty	Unit	\$ Unit	\$ Total Unit
1	Common Excavation/Removal	1	L.S.	_____	\$ 1824.50
2	Reinforced Concrete w/Base & jointing				
	6" Slab	330	S.F.	_____	\$ 2213.99
	10" Slab	150	S.F.	_____	\$ 1396.36
3	Surmountable Curb	31	L.F.	_____	\$ 1240.00
4	CMU retaining wall & cap including reinforcing, grouting, drain tile & back filling	140	F.F.	_____	\$ 2688.00
5	Site Restoration	1	L.S.	_____	\$ 350.00
6	Remove Concrete Curb	31	L.S.	_____	\$ 260.40
			Total		\$ 9973.25

In this proposal, if accepted, Bidder agrees to commence work no later than twenty-one (21) days following award and to complete the work in a timely manner.

Firm Name: EDGEWORK BUILDERS INC.

Address: 830/ AUDORON Rd.
CHANNASSEN, MN 55317

Date: 10/22/96 Anticipated Completion Date: MID-NOV.

CONSENT

Meeting Date: 10/23/96

Item: 3

ITEM DESCRIPTION: Resolution authorizing city clerk to apply for SCORE recycling grant funds from Ramsey County

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

EXPLANATION/SUMMARY: Each municipality in Ramsey County is eligible to receive SCORE grant funds to fund recycling activities in their city. Grant funds are distributed based upon population. In 1997, Falcon Heights is eligible to receive \$10,837 in grant funds. If received, the grant will be used to fund the solid waste newsletter, inserts, recycling related community events, and the administrative costs of providing curbside recycling collection. The cost of recycling collection is paid through a fee placed on residential utility bills.

ACTION REQUESTED: Approve Resolution No. 96-19 authorizing the city clerk to apply for SCORE recycling grant funds from Ramsey County

CITY OF FALCON HEIGHTS

C O U N C I L R E S O L U T I O N

Date: October 23, 1996

A RESOLUTION AUTHORIZING
APPLICATION FOR SCORE RECYCLING GRANT FUNDS FOR 1997

WHEREAS, the City of Falcon Heights is eligible to apply for Ramsey County SCORE grant recycling funds in 1997; and

WHEREAS, such funds would assist in continuing and improving the city's recycling program for 1997;

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Falcon Heights, Minnesota, that the city clerk be authorized to apply for SCORE grant funds in the amount of \$10,837 for the year 1997.

Moved by: _____

GEHRZ In Favor
GIBSON TALBOT
HUSTAD Against
JACOBS
KUETTEL

Approved by: _____

Mayor
October 23, 1996
Date

Attested by: _____

City Clerk
October 23, 1996
Date

CONSENT

Date: 10/23/96

Item: 4

ITEM: Approval of election judges

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

EXPLANATION/DESCRIPTION:

State statute requires that the council approve election judges working at polling places. In addition to the judges already hired for the November 5 presidential election, Bernice Lindemann and Catherine Mackiewicz have agreed to serve as judges. Both will begin working at 5:00 to help with absentee ballot processing and to assist with expected heavy voter turnout.

Catherine is a high school student. Under state statute, she is permitted to serve as a student trainee judge without partisan designation provided that she works no later than 10:00 p.m.

ACTION REQUESTED: Approval of election judges

ITEM: Request for a conditional use permit for the operation of a secondhand furniture store at 1579A N. Hamline Avenue, Chapter 9-8.01 subd. 3 (d)

SUBMITTED BY: Dirk Bordsen, Property Owner

REVIEWED BY: Carla Asleson, Administrative Assistant/Planner

EXPLANATION/DESCRIPTION:

Note: The planning commission will hold a public hearing and discuss this application at their October 21, 1996 meeting.

Conditional Use Permit

- The purpose of permitting conditional uses is to allow those uses which are not generally suitable within a zoning district, but which may be suitable under specific circumstances. A conditional use permit allows the city to establish reasonable conditions to make such a use compatible in a particular zoning district.
- The city must approve the conditional use permit unless the council can demonstrate that the property owner cannot satisfy all reasonable conditions governing the proposed use.
- A conditional use permit is issued to a property owner and goes with a property address, not with a particular business or tenant.

Proposal

Mr. Bordsen is requesting a conditional use permit to operate a secondhand furniture store at his shopping center located at the corner of Hoyt and Hamline Avenues. His initial tenant would be Ms. Sandy Roth, who proposes to open a store called My Turn!. The store will have secondhand goods including used furniture, decorating accessories, and antiques. Ms. Roth plans to purchase items primarily from estate sales and auctions.

Zoning Code

The proposed use is a conditional use in a B - 1 zone and is defined as a secondhand goods store. A secondhand goods store is defined as:

"Any store engaged in the business of selling or receiving tangible personal property which has been previously used, rented, owned, or leased, but excluding stores which in engage in the sale of any used: automobiles; electronic equipment such as stereos, cameras, computers, televisions, audio and video equipment, and similar equipment or appliances; jewelry or precious gems; or guns. Stores which engage in any pawning activity whatsoever fall within the definition of "pawn shop" and shall not be included within the definition of "secondhand goods store."

This particular retail space was used for a secondhand goods store several years ago before a conditional use permit was required. Since that store left the city, the zoning code has been changed and a conditional use permit must be secured.

Response to public notice and mailings

The city published a notice on the planning commission's October 21 public hearing and mailed letters to property owners within 350 feet of the property.

As of this writing, staff has received one call on the proposed use. The caller voiced concern that the proposed use would bring more people and congestion to the neighborhood.

Staff Recommendation

Staff recommends that the following conditions be placed upon this use:

1. The store be authorized to sell only used furniture and household furnishings.
2. The hours of operation shall be limited to 9 a.m. to 9 p.m.
3. There shall be no outdoor storage or outdoor display of merchandise.
4. Outdoor sales of merchandise shall be limited to sidewalk sales held not more than twice per calendar year for periods no longer than three days each.
5. Any change or expansion to the type of used goods sold shall require an amendment to the conditional use permit.
6. The city council reserves the right to review these conditions upon a change in proprietor to the store.

As with any business, this business will also be required to obtain an annual city business license and meet all applicable city codes.

This recommendation is based upon the following:

1. The secondhand goods store is in keeping with the city's comprehensive plan.
2. The use with the recommended conditions will not adversely affect the noise, traffic, health, or welfare of the surrounding neighborhood.

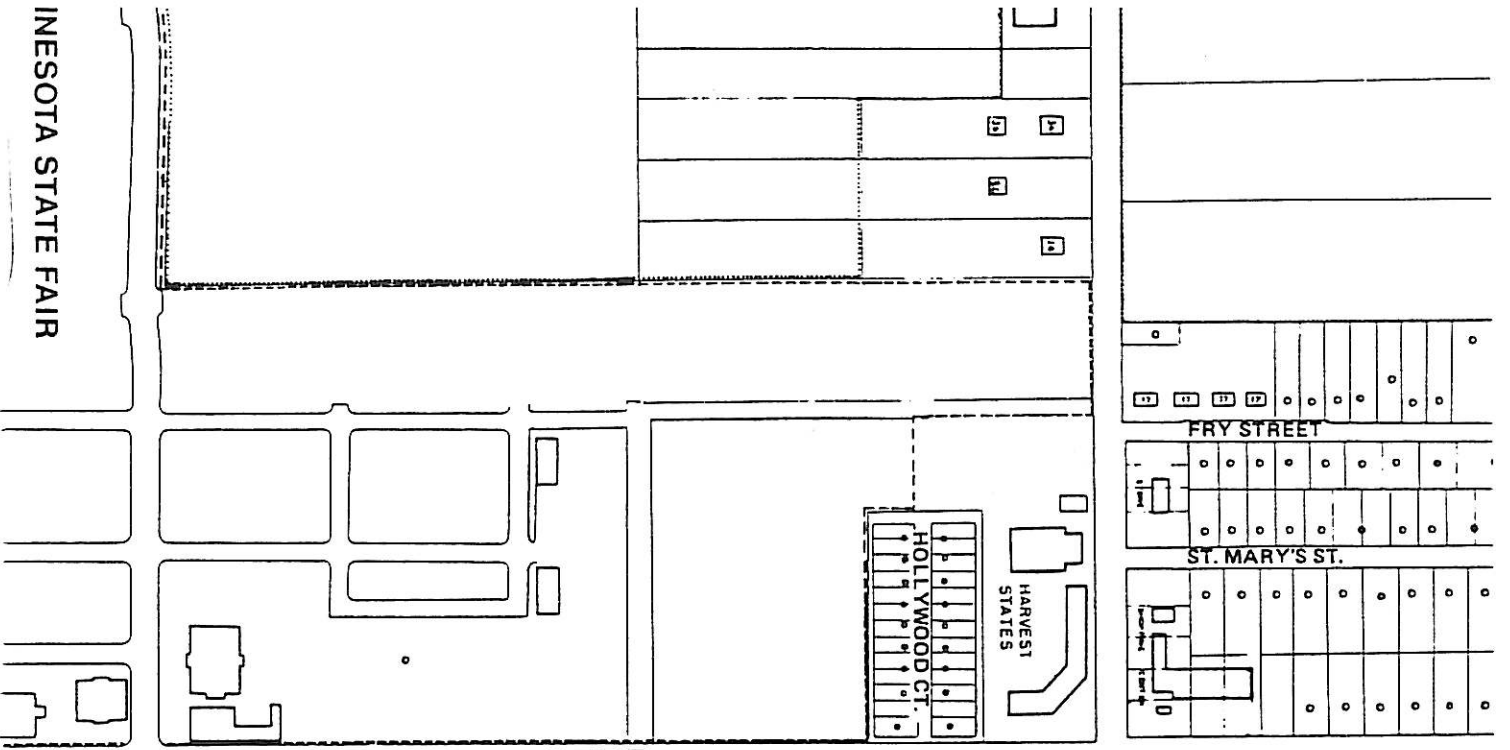
ATTACHMENTS:

1. Location of the proposed business
2. Proposed Resolution 96-18

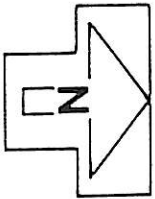
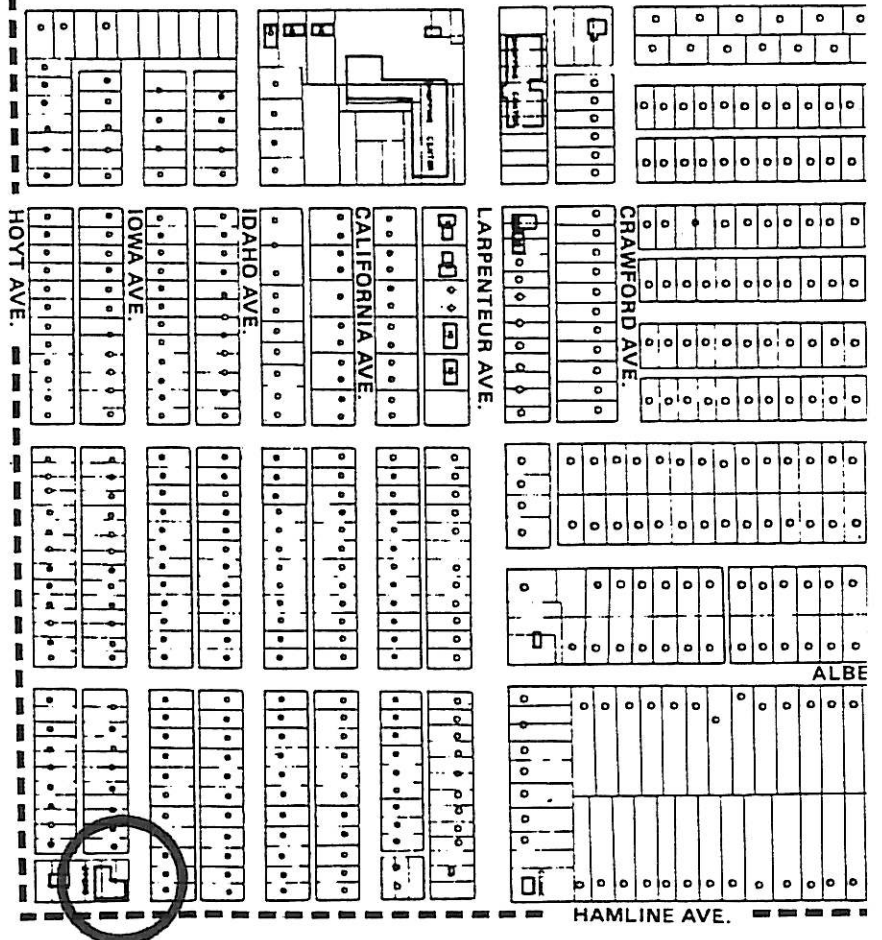
ACTION REQUESTED:

1. Staff report
2. Questions of the staff
3. Questions of the property owner and/or proprietor
4. Conduct public hearing
5. Discussion
6. Motion to approve Resolution 96-18, approving the conditional use permit

MINNESOTA STATE FAIR



SNELLING AVENUE



HAMLIN AVE.

No. 96-18

Date: 10/23/96

CITY OF FALCON HEIGHTS
CITY COUNCIL RESOLUTION

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A SECONDHAND FURNITURE STORE AT 1579A N. HAMLINE AVENUE

WHEREAS, the City of Falcon Heights received an application from Dirk Bordsen, owner of the shopping center located at Hoyt and Hamline Avenues and containing the address 1579A N. Hamline Avenue, for the issuance of a conditional use permit to operate a secondhand furniture store; and

WHEREAS, the city council did carefully consider the request and the recommendations made by the city's planning commission after holding the required public hearing; and

WHEREAS, it was determined that the conditional use permit meets all the general and specific requirements set forth in Chapter 9-15.04 subd. 3 (a) of the zoning code.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Falcon Heights that a conditional use permit for the operation of a secondhand furniture store at 1579A N. Hamline Avenue be granted subject to the following conditions:

1. The store be authorized to sell used furniture and household furnishings only.
2. The hours of operation shall be limited to 9 a.m. to 9 p.m.
3. There shall be no outdoor storage of merchandise.
4. Outdoor sales of merchandise shall be limited to sidewalk sales held not more than twice per year for periods no longer than three days each.
5. Any change or expansion to the type of used goods sold shall require an amendment to the conditional use permit.
6. The city council reserves the right to review these conditions upon a change in proprietor to the store.

Moved by: _____

Approved by: _____

Mayor

October 23, 1996

Date

GEHRZ In Favor
GIBSON TALBOT
HUSTAD Against
JACOBS
KUETTEL

Attested by: _____

City Clerk

October 23, 1996

Date

POLICY
Date: 10/23/96
Item: 2

ITEM: Consideration of a Memorandum of Understanding with the St. Paul Water Utility regarding the transfer of the city's water system

SUBMITTED BY: Susan Hoyt, City Administrator
Bernie Bullert, General Manager, St. Paul Water Utility

REVIEWED BY: Terry Maurer, City Engineer
Ellen Sampson, City Attorney (in process)

EXPLANATION/DESCRIPTION:

The City of Falcon Heights is a retail customer of the St. Paul Water Utility, this arrangement means that:

- the City owns the water mains and hydrants
- the City finances major water main replacement and the addition of new hydrants to the system
- the City adds a 4% surcharge on property owners' water bills to collect revenue for capital projects like hydrants; water main. This is about \$5.20/year for a typical household.
- the Utility maintains and repairs the water mains
- the Utility recommends when mains need to be replaced
- the Utility bills and collects fees for water use from city property owners on a quarterly basis for residential users and on a monthly basis for commercial users
- City property owners pay 120% of the rate that St. Paul property owners pay for water service to have the Utility provide this retail service
- the City has no representation on the Board of Commissioners

A synopsis of the proposed Memorandum of Understanding

- Maplewood initiated this action to get reduced water rates for Maplewood property owners
- As of 1998, turns the City's water system over to the St. Paul Water Utility
- Makes the Utility responsible for maintenance, repair and capital costs of mains and hydrants into the future.
- Eliminates the necessity of the 4% surcharge on the water bill because costs will be covered by the Utility through the water usage fee.
- Guarantees that City property owners' water rates will be the same as St. Paul property owners' water rates by the year 2003 (40 years after the 1963 start of the retail contract with the Utility)
- Provides a phase-in for City's water rates to get closer to the St. Paul water rates over the next five years. The phase-in includes the Utility collecting the revenue for *known capital* costs that the Utility will incur in the future (\$190,000 over five years).
- Assures the City that the Utility will make major capital improvements in the water system in conjunction with city street/infrastructure improvement projects, whenever possible
- Provides the City with a shared suburban seat on the Board of Water Commissioners.
- Precedes a formal agreement of this type
- Provides an arrangement to terminate the agreement if the Utility changes its form of ownership to a private party or a consolidated local or regional system

The City benefits from

- water rates at 20% less than the rates would be without this agreement
- eliminating a 4% water surcharge to property owners using water
- placing all responsibility on the Utility for the entire water system, which is currently managed and repaired by the Utility.
- gaining a voice on the Commission

The Utility benefits from

- having a formal commitment from suburban cities as a partner into the future
- gaining full control of a the system it manages

Sanitary sewer billing. Staff is currently working with the Utility to have the city's quarterly sewer billing handled by the Utility starting in 1997. This is unrelated to the Memorandum of Understanding

- done by West St. Paul; will be done for Maplewood
- reduces the number of bills a property owner receives and pays
- allows residents to drop off the water as well as the sewer bill at city hall
- permits property owners to use payment options available to Utility customers (automatic check withdrawal, etc.)
- will cost the city a fee per bill, but save postage for property owners and the city as well as the staff time in preparing and mailing bills (estimated cost is \$8,366; would save property owners about \$1,920 in postage; uncalculated savings to city at this point)
Staff will calculate the savings to the city on time and materials.
- will avoid future errors by guaranteeing that water and sewer readings are consistent for commercial and institutional users (These sewer charges are directly tied to water use.)

Goal #4: To provide an effective and responsive city government

Strategy 5: Strive to provide citizens with more efficient and convenient city services

ATTACHMENTS:

- 1- Memorandum of Understanding
- 2- Typical household water bill

ACTION REQUESTED:

- 1, Summary of the Memorandum of Understanding
2. Questions for Utility representative Mr. Roger Mohrer
3. Discussion
4. If desired, approve Memorandum of Understanding with the intent of developing a formal agreement with the Utility for 1998

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated this _____ day of _____, 1996, between the Board of Water Commissioners and the City of Falcon Heights.

WHEREAS, The Board of Water Commissioners (hereafter "Board") and the City of Falcon Heights (hereafter "Falcon Heights") have entered into and continuously maintained a water service agreement since August 30, 1963, whereby the parties agreed that the Board would provide retail water service to Falcon Heights.

WHEREAS, The Board and Falcon Heights are interested in exploring the possibility of dissolving the existing water service agreement and any amendments thereto and in lieu thereof permit the Board to extend its mains into the City of Falcon Heights and operate its waterworks system within Falcon Heights.

NOW THEREFORE, This Memorandum of Understanding, upon approval of the Board of Water Commissioners, and the Council of the City of Falcon Heights, is intended to define the scope of the proposed agreement allowing the Board to extend its main into the City of Falcon Heights, allow acquisition by the Board of Falcon Heights' existing water system, establish uniform water rates within the cities of Falcon Heights and Saint Paul, and result in Board representation to Falcon Heights. In the event that the contemplated agreement has not been approved by the Board and the Falcon Heights City Council on or before _____ day of _____ 199__, then this Memorandum of Understanding shall terminate and shall not be binding of either of these parties.

The proposed agreement will include the following:

- (1) Falcon Heights will adopt a resolution requesting that the Board furnish water to Falcon Heights properties, extend its water mains into the City of Falcon Heights, and designate those streets in which the Board may extend its water mains.
- (2) Falcon Heights will convey title to the existing water mains, fire hydrants, service connections and all related appurtenances to the Board.
- (3) In consideration for obtaining ownership of these water mains, the Board will:
 - a) Assume the responsibility for the maintenance, repair and replacement of these water mains, fire hydrants, service connections and related appurtenances; and
 - b) Recognizing that by the year 2003 Falcon Heights will have been a customer of the Board for 40 years, establish a schedule whereby Falcon Heights residents will be charged the same water rates as are residents of the City of Saint Paul.

1998	---	120% of Saint Paul rate
1999	---	116% of Saint Paul rate
2000	---	112% of Saint Paul rate
2001	---	108% of Saint Paul rate
2002	---	104% of Saint Paul rate
2003 and thereafter	---	100% of Saint Paul rate

NO
\$
for
future
work

- c) The phase-in schedule to be included in the agreement, however, will be revised to the following schedule based on the fact that the Board will be assuming the replacement responsibilities for the Falcon Heights mains identified in Exhibit "A" and upgrade to the hydrant spacing on those streets identified in Exhibit "B".

PHASE-IN SCHEDULE

1998	---	120% of Saint Paul rate
1999	---	120% of Saint Paul rate
2000	---	119% of Saint Paul rate
2001	---	117% of Saint Paul rate
2002	---	114% of Saint Paul rate
2003 and thereafter	---	100% of Saint Paul rate

} Includes
 • 190,000
 for future
 work

- (4) The Board of Water Commissioners presently consists of five (5) members. The Board will be expanded by the addition of one (1) when the City of Maplewood becomes a member. It is anticipated that at the effective date of this acquisition, the number of board members will be six (6) with five (5) appointments from Saint Paul, and the sixth (6th) Board member appointed from Maplewood. In the event of a tie vote on any issue, the Mayor of Saint Paul shall be considered an ex officio member of the Board with the right to vote to break the tie vote. The process for selecting the suburban Board member, following other suburban communities entering into similar agreements, will be determined in the final agreement.

In the event that at least two (2) additional suburban cities enter into water service agreements that are similar to the Falcon Heights and City of Maplewood agreements it would be reasonable to consider changing the number of Board members to seven (7) and two (2) of the Board members would represent the suburban cities.

Further, it would be reasonable to consider changing the number of Saint Paul appointees to four (4) and suburban representatives to three (3) in the event that more than 43 percent of the Board's total number of accounts should be to customers located within cities that have also entered into agreements similar to the Falcon Heights and the City of Maplewood agreements. Final language of this section is to be consistent with the final agreements entered into between the Board, the City of Maplewood and subsequent suburban cities.

- (5) It is the intent of Falcon Heights and the Board, through this arrangement, to strengthen the Board's financial position, capacity, and level of service to the benefit of all of its customers in the form of lower rates, reliable service and effective management.
- a) Board and Falcon Heights will establish language in the agreement on a mutual course of action related to any potential regional consolidation or purchase of the local municipal water authorities.
 - b) In the event that the Board ceases to operate in its present form due either to consolidation with another local or regional water authority or to a sale of its assets to a private entity, it is the intent of both parties to permit Falcon Heights to withdraw from its contractual relationship with the Board. The agreement will specify the manner in which and the terms under which the contractual relationship may be terminated, the notification period and the financial recourse of either party as a result of termination.
 - c) It is the intent of both parties to negotiate these provisions such that neither party bears undue financial burden or receives an unfair financial advantage from the termination. Both parties recognize that the financial recourse of termination to either party will be affected by the timing of major investments in the system, commitments regarding future capacity, outstanding debt and other infrastructure and operating considerations relevant at the time of the termination.

- d) To ensure the accuracy of these computations, the Board intends to track its infrastructure investments and related obligations in a manner that allows both parties to identify those that benefit Falcon Heights, and those that do not benefit Falcon Heights.

- (6) Board staff will meet annually with Falcon Heights staff to discuss standards relating to water system construction. Because the standards may affect the cost of both development and future maintenance, both parties have a strong interest in the standards. Differences of opinion on standards that cannot be resolved will be brought to the Board for final resolution.

- (7) The Board and Falcon Heights are committed to good-faith evaluation of arrangements whereby the Board would provide billing services for the Falcon Heights sanitary sewer system on a flat-rate basis or a volume basis.

- (8) In order to pay for any of the past costs related to its water mains or other public facilities, Falcon Heights may have a surcharge on the water bill.

- (9) The existing agreements between Board and Falcon Heights will be terminated and replaced by a new agreement to be entered into between the parties.

- (10) Falcon Heights will review vacant or possible suitable land within the city limits with a goal of working with Board staff on the possibility of reserving said land for an elevated water storage tank.

WATER MAINS WITH
BREAK FREQUENCY THAT
WOULD REQUIRE REPLACEMENT

Folwell Street	(6") - Fulham to Northrup	700 ft
Northrup Street	(6") - Folwell to Hoyt	550 ft
Maple Knoll	(6") - Fry to Garden Street	660 ft
Snelling Avenue	(6") - Hoyt to Idaho	660 ft

EXHIBIT "A"

FALCON HEIGHTS HYDRANT SPACING
GREATER THAN 600 FEET

<u>Plat</u>	<u>Hydrant Spacing</u>	<u>Location</u>
N-3	800'	Larpenteur - Cleveland to Prior (To be done by Falcon Heights)
N-5	850'	Asbury - Garden to Crawford
	1,100'	Holton - Garden to Larpenteur
	875'	Pascal - Garden to Crawford
	875'	Simpson - Garden to Crawford

Typical Water Bill

- based on 2100 cu. ft. (21 units) per quarter
- based on first 1000,000 cu.ft.

With Surcharge of 4%

- winter period at \$1.49/unit

$$21 \text{ units/quarter} \times \$1.49/\text{unit} \times 2 \text{ quarter} \times 1.04 = \$65.08$$

- summer period at \$1.61/quarter

$$21 \text{ units} \times \$1.61/\text{unit} \times 2 \text{ quarter} \times 1.04 = \$70.32$$
$$\text{Total} = \underline{\$135.40}$$

Without Surcharge

- winter period at \$1.49/unit

$$21 \text{ unit/quarter} \times \$1.49/\text{unit} \times 2 \text{ quarter} = \$62.58$$

- summer period at \$1.61/unit

$$21 \text{ unit/quarter} \times \$1.61/\text{unit} \times 2 \text{ quarter} = \underline{\$67.62}$$
$$\text{Total} = \$130.20$$

$$\text{Difference} = \underline{\underline{\$5.20/\text{year}}}$$

Typical Water Bill

- based on 2100 cu. ft. (21 units) per quarter
- based on first 1000,000 cu.ft.

With Surcharge of 4%

- winter period at \$1.49/unit

$$21 \text{ units/quarter} \times \$1.49/\text{unit} \times 2 \text{ quarter} \times 1.04 = \$65.08$$

- summer period at \$1.61/quarter

$$21 \text{ units} \times \$1.61/\text{unit} \times 2 \text{ quarter} \times 1.04 = \$70.32$$

$$\text{Total} = \underline{\underline{\$135.40}}$$

Without Surcharge

- winter period at \$1.49/unit

$$21 \text{ unit/quarter} \times \$1.49/\text{unit} \times 2 \text{ quarter} = \$62.58$$

- summer period at \$1.61/unit

$$21 \text{ unit/quarter} \times \$1.61/\text{unit} \times 2 \text{ quarter} = \underline{\underline{\$67.62}}$$

$$\text{Total} = \underline{\underline{\$130.20}}$$

$$\text{Difference} = \underline{\underline{\$5.20/\text{year}}}$$

October 21, 1996

**SUMMARY OF OPTION
FOR ST. PAUL WATER UTILITY
TO DO SANITARY SEWER BILLING**

1. Having St. Paul Water bill for sanitary sewer is a separate arrangement from the proposed water agreement.
2. The St. Paul Water Utility will bill Falcon Heights customers as part of the water billing process. This will cost the city \$1.55 per bill. The utility will use a Falcon Heights logo on the bill. The cities of West St. Paul and Maplewood are doing this.

The utility currently provides the city with the water meter readings used for calculating the city's commercial sewer charges.

3. Falcon Heights staff is proceeding with discussions with the utility about the details on how to implement this process.

FINANCIAL EVALUATION:

- **estimated costs to city**
\$1.55/bill for a total of \$8,366 per year

(There may be some start up costs.)
- **estimated savings**
-to bill payer \$.32/bill X 4 bills/year X 1200 households = \$1,536/year

-to city \$1,000 postage/ year
\$ 600 invoices/year
\$8,104 in accountant's time/year (< 20% - leaves some
\$9,704 per year time for coordination w. the
utility/questions from bill
payers for accountant)
- total estimated savings = \$11,240/year
- **estimated savings/year minus estimated costs/year = net estimated savings**

\$11,240/year - \$8,366/year = \$2,874 per year
savings - costs = net savings

ADVANTAGES

one bill rather than
two for each customer

option to use
utility's automatic
payment withdrawal

option to pay
both water and sewer bill at city hall

requires only one telephone call rather than two
to get the status of outstanding sewer and water
bills when property is being sold

frees up accountant's
time for other city business

provides commercial/institutional
payments to city on a monthly rather
than on a quarterly basis,
which increases interest revenue
for the city

may reduce required delinquency assessments
because water and sewer will be tied together

maintains city's control over fees and handling
questions on sewer billing

provides the future opportunity to
go to a sewer fee based on flow rather than
a flat fee if ever desired by a council

less likely to have errors
in sewer billing because the
utility will be making all calculations
and not transferring information
to another party

demonstrates both the
utility's and the city's willingness
to cooperate to provide more
efficient services to their customers

DISADVANTAGES

explaining the billing
change to customers

"letting go" of physical, independent
billing process at city hall (if that is important
to the council)

POLICY

Date: 10/23/96

Item: 3

ITEM: Consideration of a resolution electing to continue participation in the Metropolitan Livable Communities Act

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION: The city elected to participate in the Metropolitan Livable Communities Act in 1996. The act is intended to promote affordable housing throughout the metropolitan area. Although Falcon Heights meets or exceeds the affordable housing benchmarks, the city's participation demonstrates the city's recognition of the importance of maintaining the condition of affordable housing.

There are no costs associated with participation in this program.

Goal 2: To maintain and promote the assets of the city's unique neighborhoods, including commercial, residential, and open space uses.

ATTACHMENT:

1. Proposed Resolution 96-17 continuing participation in the Metropolitan Livable Communities Act

ACTION REQUESTED:

Adopt Resolution 96-17

CITY OF FALCON HEIGHTS

COUNCIL RESOLUTION

Date: October 23, 1996

ELECTING TO CONTINUE PARTICIPATING IN THE LOCAL HOUSING INCENTIVES ACCOUNT PROGRAM UNDER THE METROPOLITAN LIVABLE COMMUNITIES ACT

WHEREAS, the Metropolitan Livable Communities Act (Minnesota Statutes 473.25 to 473.254) establishes a Metropolitan Livable Communities Fund which is intended to address housing and other development issues facing the metropolitan area defined by Minnesota Statutes section 473.121; and

WHEREAS, the Metropolitan Livable Communities Fund, comprising the Tax Base Revitalization Account, the Livable Communities Demonstration Account and the Local Housing Incentive Account, is intended to provide certain funding and other assistance to metropolitan area municipalities; and

WHEREAS, a metropolitan area municipality is not eligible to receive grants or loans under the Metropolitan Livable Communities Fund or eligible to receive certain polluted sites cleanup funding from the Minnesota Department of Trade and Economic Development unless the municipality is participating in the Local Housing Incentives Account Program under the Minnesota Statutes section 473.254; and

WHEREAS, the Metropolitan Livable Communities Act requires the Metropolitan Council to negotiate with each municipality to establish affordable and life-cycle housing goals for that municipality that are consistent with and promote the policies of the Metropolitan Council as provided in the adopted Metropolitan Development Guide; and

WHEREAS, each municipality must identify to the Metropolitan Council the actions the municipality plans to take to meet the established housing goals through preparation of the Housing Action Plan; and

WHEREAS, the Metropolitan Council adopted, by resolution after a public hearing, negotiated affordable and life-cycle housing goals for each participating municipality; and

WHEREAS, a metropolitan area municipality which elects to participate in the Local Housing Incentives Account Program must do so by November 15 of each year;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Falcon Heights hereby elects to participate in the Local Housing Incentives Program under the Metropolitan Livable Communities Act during the calendar year 1997.

Moved by: _____

Approved by: _____

Mayor

Date

GEHRZ _____ In Favor
GIBSON TALBOT
HUSTAD _____ Against
JACOBS
KUETTEL

Attested by: _____

City Clerk

Date

23 October 1996

City of Falcon Heights
Goals for Livable Communities

As part of the city's continued participation in Metropolitan Livable Communities, the City of Falcon Heights is restating its affordable housing goals. Given the fully developed nature of the city and the likelihood that there will be few new housing units added to the existing housing stock, the following comments reflect the city's goals in the areas of housing affordability, life-cycle and density.

Affordability

Ownership. The city is fully developed with few opportunities for expanding its housing stock. The city has little control over the market values in the city's housing stock. Unless there are unanticipated significant shifts in the city's rental housing into owner-occupied housing units, the city anticipates that affordable owner-occupied housing will stay at the same level as it currently exists.

Rental. The city does not anticipate any significant changes in its affordable rental housing stock. Given this, the city anticipates staying within the benchmarks for affordable rental housing into the foreseeable future.

Life-Cycle

Type (non-single family detached). Given the fully developed nature of the city, there is no anticipated change in this type of housing. The city expects to be within the benchmark for this housing type into the foreseeable future.

Owner/renter mix. Given the fully developed nature of the city, there is no anticipated change in this housing mix. The city expects to be within the benchmarks for this housing mix into the foreseeable future.

Density

Single family detached. Given the fully developed nature of the city, there is no anticipated change in the city's housing density. The city expects to be within the benchmarks for this housing measure into the foreseeable future.

Multifamily. Given the fully developed nature of the city, there is no anticipated change in the city's housing density. The city expects to be within the benchmarks for this housing measure into the foreseeable future.

Affordability benchmarks provided by the Metropolitan Council

	CITY INDEX	BENCHMARK
<i>Affordability</i>		
Ownership	60%	58-77%
Rental	35%	45-48%
<i>Life-Cycle</i>		
Type (Non-single family detached)	45%	36-41%
Owner/renter mix	56/44%	(64-74) / (26-36)%
<i>Density</i>		
Single-family detached	3.4/acre	1.3-2.9/acre
Multifamily	17/acre	12-15/acre

ITEM: Authorization to enter into a contract for recycling services

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

REVIEWED BY: Solid Waste Commission

EXPLANATION/DESCRIPTION:

The city's contract with E-Z Recycling expires in February. Following the recommendation of the Solid Waste Commission, the city council authorized staff to negotiate with E-Z Recycling for a new contract effective March 1997.

E-Z Recycling is prepared to enter into an agreement for recycling services that would be effective for three years. The contract would be almost identical to the contract currently in effect, including the collection of chipboard boxes. The price for collection in 1997 would remain at 1996 levels, with price adjustments made in 1998 and 1999 at the rate of the Consumer Price Index.

The Solid Waste Commission was informed of E-Z's offer at their October 10, 1996 meeting and was pleased with the outcome of the negotiations. For the past four years, E-Z Recycling has provided good customer service and has been responsive to comments and criticisms during the few times that problems have arisen.

Goal 4, Strategy 5: Strive to provide citizens with efficient and convenient city services.

ATTACHMENT: Agreement for Recycling Collection

ACTION REQUESTED: Motion to authorize the Mayor and Administrator to enter into an agreement for recycling collection with E-Z Recycling.

AGREEMENT FOR RECYCLING COLLECTION

This agreement is made on the first day of March, ~~1993~~, 1997 between the City of Falcon Heights, located at 2077 West Larpenteur Avenue, Falcon Heights, Minnesota 55113 ("City") and E-Z Recycling, Inc., a Minnesota corporation, ("E-Z").

This statement describes the terms and conditions for recycling collection by E-Z for the City.

SECTION 1. DEFINITIONS

- A. "Recycling collection" means the picking up of all recyclable materials accumulated at the curb or alley of mutually agreed upon residential properties and other City designated collection stops in the City, and the transporting of the recyclable materials to a specified processing site or market.
- B. "Recyclable materials" means the following:
1. newspaper, including all advertising supplements contained in daily and Sunday editions;
 2. glass, including clear, brown and green glass food and beverage containers;
 3. metal cans, including aluminum, steel, tin and bi-metal containers;
 4. plastics, including all plastic bottles with a neck;
 5. ~~glossy paper,~~ mixed mail including magazines, flyers and catalogs, office paper, including white or pastel stationery, computer, copier & adding machine paper, tablet or note pad paper, and white or pastel envelopes.
 6. ~~telephone books;~~
 7. cardboard, including all brown corrugated cardboard;
 8. motor oil;
 9. automotive batteries;
 10. ~~chipboard boxes; and~~
 11. other materials as mutually agreed upon by E-Z and the City.

SECTION 2: SERVICES TO BE PERFORMED

- A. For single family residences and multi-family residences with less than 18 dwelling units, E-Z will collect recyclable materials on the first (1st) and third (3rd) Friday of each month, beginning on March ~~5, 1993.~~ 7, 1997.
- B. For multi-family residences with 18 or more dwelling units, E-Z will collect recyclable materials each Friday, beginning on March ~~5, 1993.~~ 7, 1997.
- C. Collection procedures: E-Z will collect recyclable materials prepared as indicated below and placed at curbside or alley:

newspaper: placed in paper bag or bundled;

glass: rinsed and placed unbroken in paper bag;

metal: rinsed and placed in paper bag;

plastics: rinsed, caps removed and placed in paper bag;

~~magazines, catalogs & glossy paper:~~ mixed mail, and chipboard boxes: placed in paper bag;

~~office paper:~~ placed in paper bag;

cardboard: flattened and tied in 3' by 3' bundles;

motor oil: placed in clear or well-labeled container with secure screw-type lid;

automotive batteries: placed alongside recycling container; and

telephone books: placed in or under recycling container

~~In addition, E-Z will collect telephone books set out at curbside or alley during the months of July and August.~~

Improperly prepared recyclables, recyclables not reasonably free of food, dirt or other contaminants, or non-recyclable materials will be left in the container with an education tag explaining why the materials were not collected.

~~In addition, E-Z shall utilize its best efforts to commence collection of the following materials for recycling—junk mail, aerosols and textiles.~~

In addition, E-Z shall utilize its best efforts to commence collection of other materials as markets become available.

- D. Reporting requirements: E-Z will report the following information to the City on a monthly basis, within fifteen (15) days of the end of the month:
1. The weight in pounds of each type of recyclable materials collected, including separate totals for multi-family and single family/fewer than 18-unit residences, and including all certified weight receipts;
 2. The total number of collection stops made;
 3. The delivery point and end market for all recyclables collected, including amounts of each type of material delivered to each market;
 4. The amount and location of all materials stored by E-Z for more than 30 days;
 5. The monthly spot market for recyclables.
- E. Equipment Requirements:
1. E-Z must obtain appropriate licenses for each recycling vehicle or trailer. The City is not responsible for licensing fees.
 2. E-Z will maintain all recycling vehicles in proper working condition and have vehicles available for inspection by the City and Ramsey County.
 3. Vehicles will be equipped with warning flashers, a broom and a shovel for spills, and E-Z's name and telephone number prominently displayed on both sides.
 4. Vehicles will be constructed in such a way as to contain all materials from spilling, leaking or blowing out of the vehicle.

F. Missed Collections:

1. E-Z will maintain a telephone number to handle customer complaints until at least 6:30 p.m. on collection days.
2. E-Z agrees to handle customer or City complaints, including returning for missed pickups, by 3:00 p.m. the day after collection is scheduled.
3. Upon request by the City, E-Z will provide a list of all customer complaints received, including a description of how each was resolved.

G. Holidays:

~~The City and E-Z shall mutually agree upon procedures for collection of recyclable materials on legal holidays.~~

When a collection day falls upon New Year's Day or Independence Day, collection will take place on the Saturday following the holiday.

SECTION 3. FINANCIAL TERMS

A. Payment:

1. For single family residences and multi-family residences with less than 17 dwelling units, the City will pay E-Z ~~\$1.35~~ \$1.42 per household per month.
2. For multi-family residences with 18 or more dwelling units, the City will pay E-Z a flat fee of ~~\$567.00~~ \$583.44 per month.
3. These fees include all applicable taxes and charges.
4. The payment rate specified in subparagraphs 1 and 2 above shall be increased annually, effective March 1, ~~1995~~ 1998, and March 1, ~~1996~~ 1999, at the same rate as the change in the consumer price index for the preceding 12-month period. As used herein, the term "consumer price index" shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all urban consumers (CPI-U), seasonally adjusted, all items, Minneapolis-St. Paul."

SECTION 4. TERM OF CONTRACT

This contract shall be in effect from March 1, ~~1994~~ 1997 through February 29, ~~1997~~, 2000. This agreement may be extended for an indefinite period of time upon mutual written agreement by both parties.

SECTION 5. CANCELLATION

Either party may cancel this agreement at any time, with cause, upon sixty (60) days written notice to the other party. The City will regard, but not be limited to, repeated missed collections, repeated improper or late reporting, repeated unresolved customer complaints, or repeated failure to abide by any other terms of this agreement as sufficient cause for cancellation. In the event of termination, the City will pay E-Z for services provided up to the termination date.

SECTION 6. GENERAL CONDITIONS

- A. All services and duties performed by E-Z pursuant to this agreement shall be performed to the satisfaction of the City and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations as a condition of payment. E-Z agrees to comply with Minnesota Statutes 181.59, relating to non-discrimination.
- B. E-Z must obtain and provide the City with a certificate of insurance indicating the following minimum levels of insurance coverage are in effect:

- Worker's Compensation: - Statutory
- Contractor's Public Liability: - \$300,000 injury to one person;
\$500,000 to two or more persons
- Property Damage: - \$100,000 minimum
- Automobile Public Liability: - \$300/\$500/\$100,000 minimum
- Bond: - Equal to three months total hauling fees

The Certificate of Insurance shall contain a provision that the coverage will not be canceled without thirty (30) days prior notice to the City.

- C. E-Z shall indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including, but not limited to, attorney's fees, which they may suffer of for which they may be held liable as a result of the fault of E-Z or its employees.
- D. The provisions of this agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the agreement.
- E. This agreement embodies the entire agreement between the parties, including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

CITY OF FALCON HEIGHTS

E-Z RECYCLING, INC.

By _____
City Administrator

By _____
Chief Executive Officer

By _____
Mayor

By _____
Executive Vice President

Falcon Heights Solid Waste Commission
Minutes
September 12, 1996

Call to Order: Vice Chair Barbara Leary called the meeting to order at 7:00 p.m.

Attendance: P Jeff Alexander A Marty McCleery P Susan Smith
 A John Brynildson P Mary Pat McGinnis P Sam Jacobs
 P Barbara Leary P Frank Meah P Carla Asleson
 A Catherine Mackiewicz P Barbara O'Leary

Approval of Minutes: Barbara O'Leary moved and Mary Pat McGinnis seconded approval of the minutes for the meeting of August 8, 1996.

Apartment Recycling Education: The manager of Larpenteur Manor has authorized the Solid Waste Commission to distribute recycling information to individual apartments. Carla Asleson distributed a draft of a proposed handout and Commissioners discussed design, content and color. The Commission will plan to carpool to Larpenteur Manor and distribute the handout as part of the October meeting.

Recycling Contract: The Commission discussed whether to request proposals from other recyclers or to proceed directly to negotiations with EZ for renewal of its existing contract. Carla Asleson reported information from other cities which have recently renegotiated their recycling contracts. The average reported cost under recent contracts is \$1.65 per household per month, based on a range of \$1.20 to \$2.07, compared to \$1.43 under the current Falcon Heights contract. Most of the cities surveyed do not include chipboard, which increases the cost. While it is difficult to draw parallels among cities, it appears that Falcon Heights should expect the cost per household to increase whether we contract with EZ or another contractor. The city has not received a large number of complaints about EZ, and it has been satisfactory from an administrative perspective. On a motion by Susan Smith, seconded by Barbara O'Leary, the Commission recommends to the City Council that the City negotiate for a new contract with EZ, reserving the right to invite proposals from other recyclers if negotiations with EZ are unproductive.

The Commission proceeded to discuss the terms of the recycling contract. Residents have now been educated to anticipate collection on the first and third Fridays of the month, with no additional collection in months with a fifth Friday, and the Commission recommends that the schedule remain the same. Chipboard is now being collected on a trial basis; the Commission recommends that the new contract be bid with and without chipboard so the cost can be compared. Adding textiles was discussed, but with Goodwill so easily accessible, Commissioners do not believe curbside collection is worth the likely additional cost. Profit-sharing is no longer common in the industry, although EZ did give Falcon Heights a voluntary rebate when the newspaper market was good. Carla Asleson will obtain information on the relative merits of commingling and source separation.

The current contract has a three year term with an annual price increase based on the Consumer Price Index, and allows termination for cause on sixty days notice. The Commission recommends negotiation for a new contract with essentially the same terms.

Reports on Individual Projects: Barbara O'Leary reported on disposition of potentially hazardous waste at the University of Minnesota College of Veterinary Medicine and the State Fairgrounds. At the U of M, small animal waste is disposed of in the trash or the sanitary sewer. Large animal waste is composted. Infectious waste is incinerated. Wood shavings and other animal bedding materials are burned at the Bayport facility. Radioactive waste is held and shipped out for appropriate disposal. The State Fair composts animal waste at the U, and some is sent directly to berry farms in Anoka. Frank Meah reported that his inquiries to Ramsey County and EZ have not led to any resources for battery recycling.

Miscellaneous Information. The Commission reviewed and discussed information from various sources, including an article about the diminishing returns of efforts to increase the level of recycling (provided by Carla Asleson); the Use Less Stuff newsletter (provided by Barbara Leary), and the Popular Planet Press (provided by Mary Pat McGinnis), and information about the Conference for Sustainable Development to be held at the Convention Center on October 3-4, 1996.

Adjournment: Jeff Alexander moved and Susan Smith seconded adjournment of the meeting at 8:35 p.m.

Respectfully Submitted,



Susan K. Smith
Secretary