CITY OF FALCON HEIGHTS

Regular Meeting of the City Council City Hall 2077 W. Larpenteur Ave.

February 9, 2000

AGENDA

A.	CALI	TO ORDER:	7 p.m.
B.	ROLI	CALL:	GEHRZ HUSTAD KUETTEL LINDSTROM TALBOT HOYT PHILLIPS ATTORNEY ENGINEER
C.	COM	MUNITY FOR	UM
D.	APPR	OVAL OF MI	NUTES: January 26, 2000
E.	PUBL	IC HEARING:	None
F.	CONS	ENT AGENDA	X :
	1. 2. 3. 4. 5.	Payroll, 1/16/0 Licenses Rejection of a Authorize RFI Approval of u	rsements through 2/4/00, \$35,278.39 00 to 1/31/00, \$10,094.36 mbulance bids P's for streetsweeping pdated sewer jetter agreement with the city of Lauderdal
G.	POLIC	CY AGENDA:	
	1.	restructuring p	
	2.		prove and adopt Joint Powers Geographical Information Agreement with Ramsey County Users Group
н	INFOR	MATION AN	D ANNOUNCEMENTS:

Meeting with state legislators on the legislative session

I. ADJOURN TO WORKSHOP

1.

CITY OF FALCON HEIGHTS

Regular Meeting of the City Council City Hall 2077 W. Larpenteur Ave.

February 9, 2000 AGENDA

A.	CALL TO ORDER	R: 7 p.m.
B.	ROLL CALL:	GEHRZ HUSTAD KUETTEL LINDSTROM TALBOT HOYT PHILLIPS ATTORNEY ENGINEER
C.	COMMUNITY FO	RUM
D.	APPROVAL OF M	IINUTES: January 26, 2000 (Tab #1)
E.	PUBLIC HEARING	G: None
F.	CONSENT AGENI	DA:
	Payroll, 1/10 2. Licenses (3. Rejection of 4. Authorize R	oursements through 2/4/00, \$35,278.39 6/00 to 1/31/00, \$10,094.36 (Tab #2) Fab #3) Fambulance bids (Tab #4) FP's for streetsweeping (Tab #5) Fupdated sewer jetter agreement with the city of Lauderdale
G.	POLICY AGENDA	Λ:
	restructuring 2. Request to a	to Metropolitan Transit regarding the Sector 1 and 2 transit g plan (Tab #7) approve and adopt Joint Powers Geographical Information S) Agreement with Ramsey County Users Group (Tab #8)
Н.	INFORMATION A	ND ANNOUNCEMENTS:
I.	ADJOURN TO WO	RKSHOP

Meeting with state legislators on the legislative session (Tab #9)

1.



City of Falcon Heights City Council Minutes January 26, 2000

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

PRESENT: Gehrz, Kuettel, Lindstrom, Talbot.

Also present: Susan Hoyt, City Administrator, Terry Maurer, City

Engineer, Pat Phillips, Deputy Clerk

ABSENT: Hustad

COMMUNITY FORUM: There was no one wishing to speak at the forum.

MINUTES OF JANUARY 5, 2000

The minutes of the January 5, 2000 meeting were approved.

Councilmember Kuettel moved approval of the following consent agenda including item 8 which was an addendum. The motion passed unanimously.

CONSENT AGENDA:

- 1. General disbursements and payroll
- 2. Licenses
- 3. Appointment of Joe Krajewski to the fire department
- 4. Request to reject ambulance bids and re-advertise the sale of two ambulances
- 5. Reappointment of Donna Daykin to the Park and Recreation Commission
- 6. Authorization to advertise for a part-time recreation director
- 7. Consideration of Resolution 00-02 to renew the lawful gambling registration for Community Charities of Minnesota
- 8. Appointment of building official Greg Schmit as interim fire inspector

INTRODUCTION

Mayor Gehrz introduced the new assistant to the city administrator, Heather Worthington, to the council. Heather received a warm welcome and indicated she was happy to be a part of the staff.

POLICY AGENDA

Proposed agreement with Ramsey County and resolution 00-04 approving the feasibility study and ordering the improvement and assessment hearings for Larpenteur Avenue

Administrator Hoyt said the third phase of the Larpenteur Avenue reconstruction is planned to begin in spring/summer of 2000 from east of Arona to Hamline Ave. (the

Page 2 Council Minutes January 26, 2000

Falcon Heights portion). Hoyt introduced Dan Soler, project engineer with Ramsey County, who highlighted the phases of construction with particular emphasis on what will impact the Falcon Heights portion such as inclusion of sidewalks on both sides of Larpenteur, construction of left turn lanes and a revised traffic signal at Arona St. After brief questions by Councilmember Talbot and some comments by engineer Maurer, a motion was made by councilmember Kuettel to approve the intent of resolution 99-04 (1) to approve the agreement with Ramsey County for phase III of Larpenteur Ave. construction pending completion of a public hearing scheduled for March 8, 2000 and (2) to approve scheduling an improvement hearing and assessment hearing. The motion passed unanimously.

Resolution 00-03 accepting the feasibility study and schedule a public hearing date for the improvement for the 2000 alley project

Engineer Maurer summarized the history of the city's alley projects and presented the proposal for the six alleys scheduled to be improved in 2000. Maurer estimated the assessment rate to not exceed \$29/alley foot. The assessment hearing on the alley improvement will be held sometime in early May. After a brief question by councilmember Kuettel, councilmember Lindstrom moved to approve resolution 99-03 accepting the feasibility study and schedule an improvement hearing for February 23, 2000. The motion passed unanimously.

Mayor Gehrz adjourned the meeting to a workshop at 7:40 p.m.

Respectfully submitted,

Susan Hoyt City Clerk

Mayor Gehrz welcomed the planning commission and guests from the University of Minnesota and said the purpose of the workshop was to openly communicate around land use issues. Jan Morlock, community relations director, introduced the other staff members in attendance and a presentation and discussion of the university's planned capital improvement program on the St. Paul campus was given.

CONSENT 1

Meeting Date: 2/9/00

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

EXPLANATION/SUMMARY:

1. General disbursements through February 4, 2000, \$35,278.39

2. Payroll, 1/16/00 to 1/31/00, \$10,094.36

ACTION REQUESTED: Approval

APPROVAL OF BILLS PERIOD ENDING: 2-4-00

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	HOWARD GREEN COMPANYC.			8.79		/
	HOWARD GREEN COMPANYC.	NE STREETS RECONSTRUCTIO		65.00		
	PARSONS TRANSPORATION GRP			6,735.37		
	PARSONS TRANSPORATION GRP					
		FOR DEPT 00	11,191			
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	FOCUS NEWS	CODE-GARGE SETBACKS	LEGISLAT	158.10		
	FOCUS NEWS	CODE-EDUCATION INSTITUTN				
	LEAGUE OF MN CITIES	CODE-EDUCATION INSTITUTN CITIES BULLETIN SUBSCPTN	LEGISLAT	144.00		
		00 DUES	LEGISLAT	40.00		
		NEW COUNCIL ORIENTATION				
	*** TOTAL	FOR DEPT 11	515	.20		
	AMERICAN OFFICE PRODUCTS	INK JET CARTRIDGES	ADMINIST	91.98		
	AMERICAN OFFICE PRODUCTS	INDEXES/SHEET PROTECTOR	ADMINIST	47.83		
	BATTERIES PLUS	BATTERY COMPUTER BACKUP	ADMINIST	35.13		
	CASH	FED EX -TO CENSUS BUREAU	ADMINIST	11.75		
	CASH	Y2K NEWYEARS EXPS	ADMINIST	53.25		
	CASH	ROTARY CLUB	ADMINIST	10.00		
	CASH	AUDIT EXPS	ADMINIST	20.69		
		POWER OUTAGE INVEST		42.50		
		LETTERHEAD	ADMINIST			
38453	LEAGUE OF MN CITIES	WEBSITE CONF - HEATHER		60.00		
	METROPOLITAN AREA MANAGE-		ADMINIST	45.00		
200000000000000000000000000000000000000	MIDWEST DELIVERY SERVICE		ADMINIST	26.85		
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APPROVAL OF BILLS PERIOD ENDING: 2-4-00

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APPROVAL OF BILLS PERIOD ENDING: 2-4-00

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		RAMSEY COUNTY		PRINTOUT PROPERTIES F.H. FOR DEPT 86	NE QUAD 1 184.04	84.04
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			*** GRAND	TOTAL ***	35,278.39	

CHECK REGISTER

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COM		28			LAURA A. KUETTEL	29993	277.05
COM		28		113.000	PETER C. LINDSTROM	29995	277.05
COM	8850	28	22000		RICHARD P. TALBOT JR	29996	277.05
COM	199	28			CLEMENT KURHAJETZ	29997	276.20
COM		28			MICHAEL D. CLARKIN	29998	94.67
COM	0.00	28			ALFRED HERNANDEZ	29999	64.64
COM		28	35.50		JEREMY HUTCHISON	30000	55.41
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COM	- 27	28		0.500	DIANE MEYER	30008	12.00
COM	100	28	35050		ROLAND O. OLSON	30009	1037.36
COM	- 8	28		9.397	ANTHONY ANDERSON	30010	187.91
COM		28			COLIN B. CALLAHAN	30011	505.58
COM		28	1000000	VI 1000000	RYAN P. LAVELLE	30012	182.61
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COM	1		00		MATTHEW W KRIEGLER	30017	37.17
COM		28			HEATHER M WORTHINGTON	30018	584.74
COM	1	28	00	1186	CAROLINE E DAYKIN	30019	206.86
					COMPUTER CHECKS		10094.36
					MANUAL CHECKS		.00
					NOTICES OF DEPOSIT		.00
					HOLLOCA OF DEFOOLE		.00
					****TOTALS****		10094.36

CONSENT 2

Meeting Date: 2/9/00

ITEM DESCRIPTION:

Licenses

SUBMITTED BY:

Pat Phillips, Licensing Coordinator

REVIEWED BY:

Susan Hoyt, City Administrator

EXPLANATION/SUMMARY:

TREE TRIMMING/TREATING/REMOVAL

Hugo's Tree Care, Inc.

#00-1305

S & S Tree Specialists

#00-1306

MECHANICAL

Royalton Heating & Cooling Co.

#00-817

Standard Heating & A.C. Co.

#00-818

REFUSE HAULER

Superior Services

#00-1013

GENERAL CONTRACTOR

Capra's Utilities Inc.

#00-901

Kraus-Anderson Construction Company

#00-902

Lawrence Sign

#00-903

AUTOMOTIVE REPAIR

Hamline Hoyt Service Inc.

#00-636

MUNICIPAL LICENSE

Warners' Stellian Co. Inc.

#00-637

Hair Design Unlimited

#00-638

ACTION REQUESTED: Approval

CONSENT 3 Date: 2/9/00

ITEM:

Rejection of ambulance bids

SUBMITTED BY:

Susan Hoyt, City Administrator

REVIEWED BY:

Roger Knutson, City Attorney

EXPLANATION/DESCRIPTION:

<u>Summary and action requested.</u> The council is being asked to reject the bids that were received for the ambulance on December 29, 1999 because the bids were not advertised in the city's legal newspaper. At the last meeting the council rejected the bids based upon the bid amounts. The city attorney clarified that the bids must be rejected because the bid was not advertised according to state statute. The bids will be re-advertised with a minimum bid amount in the local legal newspaper as well as in the League Bulletin, the Smokeater journal and on the city's website.

ACTION REQUESTED:

Reject ambulance bids received on December 29, 1999.

CONSENT 4 Date: 2/9/00

ITEM:

Authorize RFP's for streetsweeping

SUBMITTED BY:

Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

<u>Summary and action requested.</u> The council is being asked to authorize the staff to send out RFP's for streetsweeping for 2000. The city contracts for streetsweeping services for the fall and spring of each year for a price between \$10,000 and \$13,000. Streetsweeping not only makes for less dirt tracked into people's homes, it keeps the dirt and salt from going into the city's stormsewer system.

ACTION REQUESTED:

Authorize staff to send out RFP's for streetsweeping services.

ITEM:

Approval of updated sewer jetter agreement with the city of

Lauderdale

SUBMITTED BY:

Susan Hoyt, City Administrator

REVIEWED BY:

Bill Maertz, Parks and Public Works Maintenance Director

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to approve an updated sewer jetter agreement with Lauderdale for lease of the sewer jetter to Lauderdale. For the past 7 years Falcon Heights leased its sewer jetter to Lauderdale. The arrangement works out very well. However, the agreement required updating and the cost was revised in this agreement. The cost is based upon the costs for depreciation plus some costs for maintaining the jetter. The jetter is available to Falcon Heights if it is needed for a sewer emergency under this agreement. Lauderdale typically leases it for a week or two in the fall. The hourly lease cost is \$28 an hour. Lauderdale approved the agreement last week.

ATTACHMENT

1

Agreement for leasing sewer jetter

ACTION REQUESTED:

Approve the revised/updated sewer jetter agreement with Lauderdale.

SEWER JETTER AGREEMENT

This is an agreement dated _____ by and between the city of Falcon Heights (Falcon Heights) and the city of Lauderdale (Lauderdale).

WHEREAS, the City of Lauderdale would like to utilize the Falcon Heights sewer jetter, property of the City of Falcon Heights, for the purpose of conducting routine jetting of the City of Lauderdale's sanitary sewer lines; and

WHEREAS, the City of Falcon Heights is interested collaborating and effectively managing and sharing resources with other municipalities; and

WHEREAS, the City of Falcon Heights is willing to make the sewer jetter available under certain terms and conditions and subject to the use of the equipment being for the jetting of Lauderdale's sanitary sewer lines.

NOW, THEREFORE, the parties agree as follows:

- Falcon Heights will make the Falcon Heights sewer jetter available to qualified Lauderdale employees to jet sanitary sewer lines in Lauderdale.
- 2. Lauderdale will request use of the equipment no later than 15 days in advance. The request will include an anticipated duration of the equipment use. The equipment will be made available to the city of Falcon Heights if it is need for emergency jetting. Lauderdale personnel will pick up the equipment just prior to the start of the scheduled jetting and return it promptly upon completion on the final day. The jetter shall be stored in a secure location with emergency access by Falcon Heights personnel guaranteed.
- 3. Lauderdale will only allow properly licensed and qualified staff to transport and operate the equipment.
- 4. Falcon Heights will charge Lauderdale for the use of the jetter by the hour the machine is in use as noted on the meter on the jetter.

 The hourly rate will be adjusted as costs to Falcon Heights require it. The charge will be changed upon agreement of the city administrators. The year 2000 rate is in the attachment 1.
- 5. Falcon Heights will be responsible for the routine maintenance of the equipment.
- Lauderdale will be responsible for the cost of any damages that are not covered in Falcon Heights insurance that are incurred to the jetter while jetting in Falcon Heights. These damages shall not include parts that wear and would be considered maintenance of the jetter.

7. Release and Indemnification.

The city of Lauderdale shall indemnify and hold the city of Falcon Heights, it's officers, agents, and representatives harmless from any losses, damages, suits or claims arising out of or on account of an inury or damage to persons or property in connection with the rental and use of the sewer jetter and employees of Lauderdale and Falcon Heights. The City of Lauderdale further agrees to maintain appropriate liability insurance coverages and obtain a certificate of insurance with the city of Falcon Heights named as additionally insured for the use of this equipment.

City Administrator City of Falcon Heights Date City Administrator City of Lauderdale Date

SEWER JETTER AGREEMENT ATTACHMENT 1

The hourly rate for the sewer jetter is \$28.00 per hour for depreciation and some maintenance and material costs.

POLICY 1 Date: 2/9/00

ITEM:

Draft letter to Metropolitan Transit regarding the Sector 1 and 2

transit restructuring plan

SUBMITTED BY: Susan Hoyt, City Administrator at request of Mayor Gehrz

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to endorse the attached letter to the Chair Ted Mondale of the Metropolitan Council regarding the proposed Northeast Metro Transit Restructuring Plan. The plan calls for more transit service throughout the area including Falcon Heights. It also provides more flexibility in service routes and times. One element makes Larpenteur Avenue a route. Mayor Gehrz and Administrator Hoyt attended the workshop on this plan. After hearing and reviewing the plan elements, the Mayor recommends endorsing the concept, yet asking for the elimination of a split route on Snelling, which uses Pascal as its southern route pick up and drop off points because access points along the westside of Snelling between Como and Hoyt are challenging to find. Although the primary impact of this route is on St. Paul homes on Pascal, it does not look reasonable to go down this street for such a short distance nor for consistency in boarding the route on two different streets (Snelling for northbound and Pascal for southbound) . Metro transit planners concur with this assessment and said they were trying to find ways to avoid this part of the plan. Comments are due by March 1. Metropolitan Transit is hosting a series of public meetings on this topic to receive public questions and comments.

<u>Goal 2.</u> To maintain and promote the assets of the city's unique neighborhoods and tax base including commercial, residential, and open space uses for present and future generations.

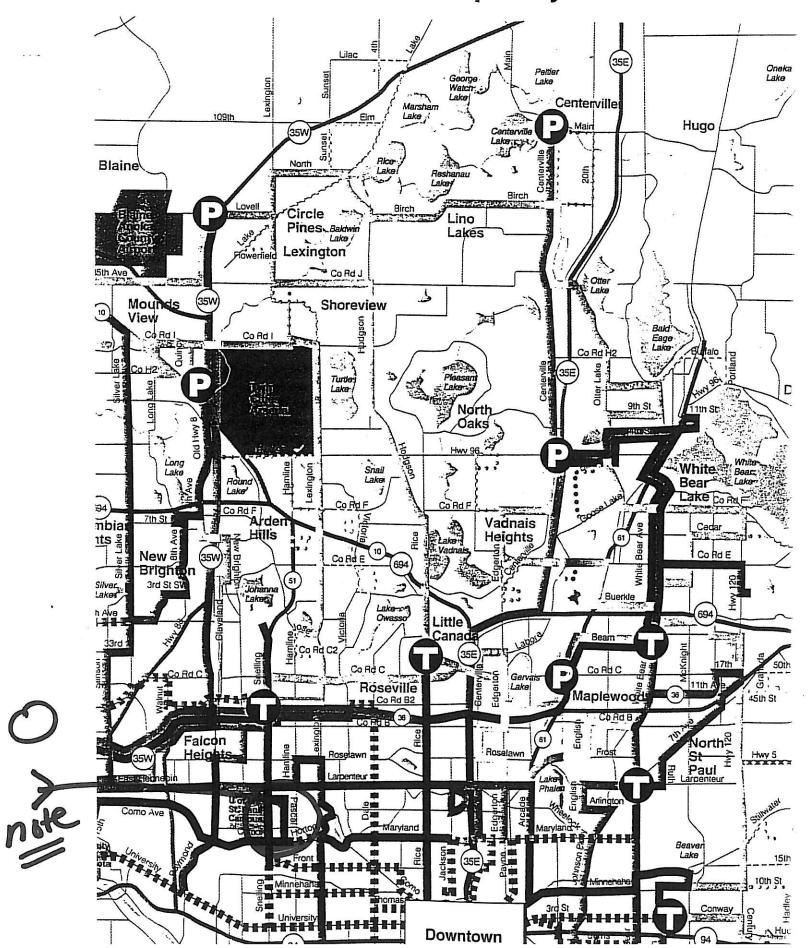
ATTACHMENTS:

- 1 Map of proposed sector 1 and 2 route in Falcon Heights
- 2 Draft letter to Chair Ted Mondale

ACTION REQUESTED:

Introduction by Mayor Gehrz Discussion
Approve or revise draft letter

heast Metro Transit Restructuring Plar Proposed Routes and Frequency of Service



Draft

9 February 2000

Chair Ted Mondale Attention: Jennifer Lovaasen Metropolitan Council 230 East Fifth Street, St. Paul 55101

RE: Comments on the Sector 1 and 2 Transit Restructuring Plan

Dear Chair Mondale:

I am writing on behalf of the city of Falcon Heights to endorse the concepts and strategies that make up the Sectors 1 and 2 Restructuring Service Plan to improve transit opportunities in the northeastern section of the Metropolitan Area. The proposed plan provides improved service to our community and to our surrounding communities. This is necessary both to provide residents with access to jobs as well as to manage congestion on our roadways.

Although the overall plan appears to be carefully designed, we have a concern with the southern route that goes on Snelling Avenue between Larpenteur and Como. The plan currently runs the southerly bus along a residential roadway, Pascal Street between Hoyt and Horton Street, because there are no clear pick up and drop off points along the westside of Snelling adjacent to the State Fairgrounds (see enclosure). These concerns were passed along to the Metro Transit staff at the January 18, 2000 public forum. Staff members concurred that this was a temporary and not ideal solution to stops for southerly bound transit on Snelling Avenue. We would be happy to work with you to determine access points along Snelling Avenue for a southerly bound bus.

Again, thanks for the thoughtful effort, public outreach and ultimately better transportation in our communities.

Sincerely yours,

Sue Gehrz Mayor

c: Lee Pai Xiong, Metropolitan Council Representative

Policy 2 Date: 2/9/00

ITEM: Request to approve and adopt Joint Powers Geographical

Information System (GIS) Agreement with Ramsey County Users

Group

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Roger Knutson, City Attorney

Heather Worthington, Assistant to the City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested:

The Council is being asked to approve a JPA for sharing GIS information with a number of Ramsey County cities and Ramsey County. The group began in 1995, but Falcon Heights did not join because the City did not have a GIS system. The City budgeted for GIS this year and has recently hired a staff person to oversee the process for purchasing, setting up, and maintaining a GIS system here. Therefore, it is timely to agree to the JPA and begin to gather information and expertise from this group. The cost is \$503.00 for the first year, and we are required to commit to a three-year payment of these fees in order to join the User's Group. These fees are based on population at .09/person.

BACKGROUND:

This data is used to construct maps and databases used for planning, code enforcement, and demographic tracking. This User's Group also provides the ability to partner on larger projects, such as the North Metro I-35W Corridor Coalition and Metro East Development Partnership.

Cities that belong include Arden Hills, Gem Lake, Lauderdale, Maplewood, Mounds View, New Brighton, North Oaks, North St. Paul, Roseville, Shoreview, St. Paul, Vadnais Heights, White Bear Township, White Bear Lake, and various school districts in the metro area.

Goal 2: To maintain and promote the assets of the city's unique neighborhoods and tax base including commercial, residential, and open space uses for present and future generations.

Strategy 5: Protect and enhance the physical land use characteristics of the community **Action Item:** Install a GIS system for land use planning and maintaining information on the city's land use and facilities

ATTACHMENT:

1 Proposed JPA for GIS User's Group with supporting documents

ACTION REQUESTED:

Approve the JPA for the GIS User's Group

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT (Agreement), which shall have an effective date of January 1, 2000, is entered into pursuant to the provisions of Minnesota Statutes Section 471.59 between body politic and corporate under the laws of the State of Minnesota and other bodies politic and corporate under the laws of the State of Minnesota for the purposes of forming the Ramsey County Geographic Information System Users Group hereinafter referred to as the "Users Group".

à.

ARTICLE I. INTENT OF THIS AGREEMENT:

In 1995, an alliance was formed between public agencies interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to enable those parties who are part of the Users Group to be represented by the Users Group for the purposes of undertaking negotiations and transactions with Ramsey County and any other body politic.

ARTICLE II. DEFINITIONS:

Section 1. **Members** are deemed to be those local units of government, special purpose government units, local agencies and the Ramsey Soil & Water Conservation District who have executed this Joint Powers Agreement and have paid fees as provided in Article X.

Section 2. **Paying Affiliates** are those county, regional, state and federal agencies, local government organizations with regional jurisdiction, local government cooperative organizations, non-profit organizations and educational institutions with direct or indirect involvement in GIS activities who have paid fees as provided in Article X. Paying Affiliate membership must be approved by the Board. Paying Affiliates are non-voting participants and are not eligible to serve on the Board.

Section 3. **Non-Paying Affiliates** are those representatives of county, regional, state and federal agencies, local government organizations with regional jurisdiction, local government cooperative organizations, non-profit organizations and educational institutions with direct or indirect involvement in GIS activities. Private sector entities who are contracted to perform GIS-related tasks for a Member can also join as a Non-Paying Affiliate. Regular Affiliate membership must be approved by the Board. Non-Paying Affiliates are non-voting participants are not eligible to serve on the Board, do not pay membership or fees as described in Article X, and are not entitled to data access and exchange detailed in this agreement.

ARTICLE III. USER GROUP STRUCTURE:

- Section 1. The Users Group will be governed and managed by a Board of Directors ("Board").
- Section 2. One Director will represent each Member organization. Each Member organization shall appoint one Director and an alternate to serve on the Board.
- Section 3. The Board shall also have the following officers: a Chair, Vice Chair, Secretary and Treasurer.
- Section 4. These officers are elected annually by the Board.
- Section 5. These officers are undertaken on a voluntary basis without pay.
- Section 6. A quorum will consist of at least a one-half attendance of full membership of the Board.
- Section 7. Decisions will be made by majority of the quorum.

ARTICLE IV. DUTIES OF THE BOARD OF DIRECTORS:

- Section 1. The Board shall meet at least two times per year.
- Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The meeting will be called for the purposes of electing the officer positions of Chair, Vice Chair, Secretary and Treasurer. This meeting will allow the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate. This meeting will also be called by the Board to determine the User Group Budget, review the operating procedures within this Agreement, and approve agreements with Ramsey County for the purposes of GIS data exchange, data access, data delivery and the updating of physical features.
- Section 3. The Board shall approve and adopt the formula for the distribution of costs associated with access to Ramsey County GIS data and for the updating of physical features. This formula shall be reviewed annually by the Board.
 - Section 4. The Board shall arrange for and facilitate regular meetings of the User Group and for User Group activities.
- Section 5. The Chair presides at meetings of the Board. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.
- Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.
- Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.
- Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

- (i) enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law.
- (ii) provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
 - (iii) employ such persons as it deems necessary on a part-time, full-time or consultancy basis;
 - (iv) purchase, hold or dispose of real and personal property;
 - (v) contract for space, commodities or personal services with a Member or group of Members;
- (vi) accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
 - (vii)... appoint a fiscal agent;

ARTICLE V. NEW MEMBERS:

Section 1. Those units of government who are not part of this initial Agreement may join as Members of the Users Group at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign the current Agreement.

Section 3. The New Members and Paying Affiliates will pay the current one-time membership fee and the data exchange fee due for the year in which the new Member is joining as set by the Board in Article IV, Section 4, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY:

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the exchange of County GIS Data with Members and Paying Affiliates at a preferential fee structure. A component of the fees will apply to the maintenance of digital physical features from aerial photography captured County-wide on a three year basis.

Section 2. The GIS Data should consist of the following components:

- (i) The Ramsey County Digital Base Map as generated and maintained by the Department of Public Works.
- (ii) The Ramsey County Attribute Data Base as generated and maintained by the Department of Property Records and Revenue.
 - (iii) The Physical Features File as generated and maintained by the Department of Public Works.

Section 3. The Board will negotiate on behalf of the Members and Paying Affiliates for the cost and method of access to this data. Prior to each annual payment to Ramsey County, the Board shall determine whether it is satisfied with the content, accuracy and timeliness of the data provided to date and make a determination if further payment shall be made.

ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT:

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting parties own use where that GIS data has been in some way derived and developed from the County GIS Data as a result of this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member, any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data deemed by Ramsey County as necessary for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

Section 3. Any costs associated with a Member supplying data to Ramsey County or to any other Member shall be for access and delivery of that data only and not for any costs associated with the development of that data.

ARTICLE VIII. DATA ACCESS AND USAGE:

Section 1. All Members and Paying Affiliates shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members and Paying Affiliates may not be sold in its original form to third party agencies. However, a Member or Paying Affiliate may allow use of the original data by a third party for specific contracted purposes. Data generated by Members or Paying Affiliates and provided to Ramsey County may not be sold by Ramsey County in its original form to third party agencies. However, Ramsey County may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement by a Member or Paying Affiliate of Ramsey County GIS Data, received pursuant to this Agreement, may be sold or exchanged to a third party.

Section 4. All Members and Paying Affiliates will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE IX. DATA SECURITY:

All Members and Paying Affiliates of the Users Group agree to abide by the data privacy and data security standards of the supplying agency when using data made available by that agency.

ARTICLE X. FINANCIAL MATTERS:

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member organization.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership fees. These costs could include Users Group administrative costs, purchase of liability insurance and others as appropriate.

Section 4. Membership Fee:

New Members and new Paying Affiliates shall pay a one-time membership fee of \$500 to the Users Group for the calendar year 2000. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members and new Paying Affiliates.

Section 5. Data Access and Physical Features Maintenance Fee:

Members and Paying Affiliates shall commit to a three-year payment of data access and physical features maintenance fees, except where a one-year limitation is imposed by State Statutes. Ramsey County will charge the Users Group on an annual basis for unlimited access to the Ramsey County GIS Data. This fee will be paid to Ramsey County by the Users Group on behalf of the Members and Paying Affiliates on an annual basis. The amount to be paid by each Member and Paying Affiliates will be determined by the Board and will be reviewed annually.

Section 6. Special Projects Assessments:

Members and Paying Affiliates who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members and Paying Affiliates who are part of the project will be assessed to meet the cost of the project.

Section 7. Billings to the Members and Paying Affiliates are due and payable no later than 60 days after the receipt of the annual invoice. In the event of a dispute as to the amount of a billing, a Member or Paying Affiliate must nevertheless make payment as billed to preserve membership status. The Member or Paying Affiliate may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group rights to receive payment are not affected by the termination of membership.

ARTICLE XI. TERM

Section 1. This Agreement shall be in force through December 31, 2002, or until superseded by another agreement.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2002 and be agreed upon and signed on or before December 31, 2002.

ARTICLE XII. TERMINATION:

Each Member or Paying Affiliate shall have the right to terminate its membership and participation in the Users Group with or without cause by formal resolution of the Member's or Paying Affiliate's organization and communicated to the Board in writing. However, the Member or Paying Affiliate is still obligated to its financial commitments for the year during which termination of membership occurs. These commitments include:

- (i) any balance of the Data Access/Physical Features Maintenance Fee. This commitment applies to all Members and Paying Affiliates.
- (ii) any balance owing on Special Projects Assessments. This commitment applies to Members and Paying Affiliates which have entered into any special project agreement(s).

Termination of membership prior to expiration of the Agreement shall make a local unit of government ineligible to re-join as a Member or Paying Affiliate under the current Agreement.

ARTICLE XIII. DISSOLUTION:

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required Members requesting dissolution of the Users Group.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members and Paying Affiliates in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members and Paying Affiliates in direct proportion to their cumulative annual contributions.

ARTICLE XIV. ACCESS TO DOCUMENTS:

Until the expiration of three years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XV. HOLD HARMLESS:

Section 1. Each Member or Paying Affiliate agrees to defend, indemnify and hold the other Members or Paying Affiliates harmless from any claims, demands, actions or causes of action, including reasonable attorneys fees, against or incurred by such other Members or Paying Affiliates, arising out of any act or omission on the part of the indemnifying Member or Paying Affiliate or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members or Paying Affiliates under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by either Members or Paying Affiliates or the Users Group of any limitation of liability under Minnesota Statutes Chapter 466.

SECTION XVI. EQUAL EMPLOYMENT OPPORTUNITY:

Section 1. The Members and Paying Affiliates and the Users Group agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age.

Section 2. When required by law and requested by the other party, the Users Group shall furnish a written affirmative action plan to the Members and Paying Affiliates.

SECTION XVII. DATA PRACTICES:

Section 1. All data collected, created, received, maintained or disseminated for any purpose in the course of either the Member's or Paying Affiliate's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and Paying Affiliates and the Users Group agree to abide strictly by these statutes, rules and regulations.

IN WITNESS WHEREOF th 2000.	ne parties have caused	this Agreement to be executed on	this day of
2000.		4	. 2
26			
	ORGANIZATION _ Approved:		
	By:		
		(Mayor / Chair / President)	
	Ву:		
		(City Manager / Administrato	r)

Ramsey County GIS Users Group

Who are we?

The Ramsey County GIS Users Group is an alliance of current and future users of Geographic Information Systems. The foundation data base that we use has been created and is maintained by Ramsey County. The users within the group to date consist of municipalities including their police and fire departments, school districts, soil and water conservation districts, the Ramsey County Sheriff•s Department, and several economic development partnerships. Our group was formed in May 1995 and has since grown to include some seventeen organizations who individually perform a wide variety of functions throughout our community. The User Group is able to operate autonomously from the County but we rely strongly on their cooperation.

What are our goals and objectives?

- To provide a better service to the public by enabling elected officials and management the ability to make more informed decisions based on a wealth of public information which can be processed and displayed by GIS technology
- To give users the opportunity to access data and knowledge much cheaper through the User Group than could be otherwise possible by individual negotiation
- To contribute to the ongoing development of the GIS data base being maintained by Ramsey County through annual contributions for cost-sharing and by providing input of ideas from a users perspective
- To enable newcomers to the technology to •get up and running• as quickly and cheaply as possible
- To promote data and knowledge-sharing between organizations through the development of group training programs and establishment of GIS pilot projects
- To establish cost-sharing programs between organizations who wish to create and maintain enhanced GIS data bases
- To cooperate with metropolitan and regional organizations in the promotion of GIS
- To have access to an up to date and accurate base of GIS data from Ramsey County for downloading to each site via modem, cable connection, or via CD and to have organizations linked to each other to enable simple and rapid transfer of information
- To give organizations the ability to look beyond their own boundaries and have access to data on a County-wide basis
- To provide data to the County to assist them with their day to day tasks (e.g. city permits)

What kinds of data do we use and need?

Different users will use different data sets in their day-to-day operations. However, all sites will need to have access to:

- A computerized tax parcel base map
- A user-defined selection of County taxation and assessor information in a text format (public information only) which can be attached to each parcel on the map

Other sites may have more specific needs, such as access to:

- Socioeconomic data
- Physical and man-made features data including building outlines, street centerlines, trees, water and wetlands etc. (Some organizations will want to cost-share with other interested entities)
- Aerial digital imagery which can be seen as an aerial photo of the landscape appearing on the computer screen as a backdrop

How does the User Group work and what does it cost?

- A Joint Powers Agreement has been established between the User Group and Ramsey County for the purposes of data and cost-sharing. A Data License Agreement has also been signed between the two parties.
- A Joint Powers Agreement has been established <u>between</u> the members so that the Group may act on behalf of its members with Ramsey County.
- Each organization will pay a one-time membership fee of \$500
- Annual fees will be levied each year, with an organization committing to a three-year participation upon joining the group.
- Any adjustment to the fee structures will be made by agreement between Ramsey County and the User Group.
- Annual fees are levied to offset the costs of data storage and supply to the users and for access to a plotter and a dedicated GIS workstation at the County. In addition, the fees will assist the County in the provision of *non-mandated* GIS data capture such as physical features updates from digital aerial imagery. (Mandated data is seen as the digital tax parcel base with both graphic and text data)
- The fee amount for an organization is based on its population. For those entities which cover multiple municipalities or do not have a readily determinable population association, the Users voted on assigning a population percentage to the organization.

What have we achieved so far?

- Provided users with a monthly forum for the exchange of ideas and to introduce new technologies and GIS initiatives
- Developed strong links with the Metropolitan Council·s MetroGIS initiative
- Developed links with the North Metro I-35W Corridor Coalition and Metro East Development Partnership
- Continued assistance to the County in the development of its GIS data base conversion and data rectification
- Adding value to data created by the County through its innovative use by members

How can you and your organization become part of the Users Group?

■ Please contact either:

Cliff Aichinger (Ramsey Washington Metro Watershed District) on 704-2089 Jan Vanderwall (Roseville School Distrct) on 635-1659 Les Proper (City of New Brighton) on 638-2053 David Windle (City of Roseville) on 490-2219

■ Meetings are held on the second Wednesday of each month at 2 p.m.

Current Listing of GIS User Group Members

As of December 1998

Paying Members

	City of Arden Hills	Kevin Ringwald	633-5676
	City of Gem Lake		
	City of Lauderdale	Dan Olson	631-0300
	City of Maplewood	Steve Hurley	770-4528
	City of Mounds View	Jim Hess	717-4027
	City of New Brighton	Les Proper	638-2053
	City of North St. Paul	David Kotilinek	770-4463
	City of Roseville	David Windle	490-2219
	City of Shoreview	Tom Hammitt	490-4654
	City of St. Paul	Rick Person	266-6122
	City of Vadnais Heights	Lori Peltier	490-1355
	City of White Bear Lake	Steve Duff	429-8531
	White Bear Township	Tom Riedesel	426-2258
	Ramsey-Washington Metro	Cliff Aichinger	704-2089
	Watershed District		
	Ramsey Soil and Water	Matt Swanson	488-1476
	Conservation District		
	Roseville School District	Jan Vanderwall	635-1609
	Mounds View School District	Ray Lucas	481-1037
		•	
Associ	iate Members		
	Metropolitan Council GIS	Randy Johnson	602-1638
	Metro East Development	David Piggott	223-5004
	Partnership	5.5.5	
	North Suburban Cable	Pat Cook	481-9554
	North Metro I-35W Corridor	Joseph Strauss	493-8450
	Coalition	ank 12 *	
	Ramsey County Sheriff		481-1307
	TIES	Richard Carlstrom	638-2053

Ramsey County GIS User Group Fee Allocation 2000 (Refer to Joint Powers Agreement)

Version 20: November 8, 1999

1. Membership Fee

* once only flat fee for each user.

\$500

2. Annual Data Access & Physical Features Maintenance Fee

- * Initial Fee period commences on January 1, 1997 and annually thereafter from Jan. 1
- * Members commit to a three-year payment of these fees

Entities not participating will be charged as per the existing County fee schedule. (\$364 per Mb of data plus \$45 per hour processing)

Organization Ca	ategory:	Population Factor:
	St. Paul*	25
	Municipalities	100
	School Districts	7.5
	Watershed Districts	7.5
	Ramsey Soil & Water Conservation District	2
	Metro East Development Partnership**	0
	Fire Departments**	0

^{*}Non-standard organization

Note: The fee is calculated by multiplying the (population factor x (population x per capita rate(\$0.095))

(eg. New Brighton - (22328 x1.0) x(0.095)= \$2121)

Bren	kdown	by	organiza	tion:
Dica	NUUWII	UV	ULEMINZA	tiuii.

Organization Name:	Est. 1994	Population	Units	2000 Fees	1998 Fees	Change in
	population	Factor	Assigned			fees
	served					1999-2000
	(Met Council)		0.000 - 0.000 - 0.000			
Arden Hills	9426	1.000	9426	\$895	\$1,131	(\$236)
Falcon Heights	5297 X	1.000	5297	\$503	\$0	\$503
Gem Lake	449	1.000	449	\$43	\$58	(\$15)
Lauderdale	2718	1.000	2718	\$258	\$326	(\$68)
Little Canada	9225 X	1,000	9225	S0	\$0	so
Maplewood	32903	1,000	32903	\$3,126	\$3,948	(\$823)
Mounds View	12552	1.000	12552	\$1,192	\$1,506	(\$314)
New Brighton	22328	1.000	22328	\$2,121	\$2,679	(\$558)
North Oaks	3644	1.000	3644	S0	\$0	\$0
North St. Paul	12809	1.000	12809	\$1,217	\$1,537	(\$320)
Roseville	33674	1.000	33674	\$3,199	\$4,041	(\$842)
Shoreview	25957	1.000	25957	\$2,466	\$3,115	(\$649)
St.Paul	271660	0.250	67915	\$6,452	\$8,150	(\$1,698)
Vadnais Heights	11968	1.000	11968	\$1,137	\$1,436	(\$299)
White Bear Township	10236	1.000	10236	\$972	\$1,228	(\$256)
White Bear Lake	25398	1.000	25398	\$2,413	\$3,276	(\$864)
Ramsey/Wash Metro WD	150000	0.075	11250	\$1,069	\$1,350	(\$281)
Rice Creek WD (X)	0 X	0.075		S0	\$0	so
Ramsey SWCD	492909	0.020	9858	\$937	\$1,183	(\$246)
Mounds View Schools	70000	0.075	5250	\$499	\$630	(\$131)
Nth St.Paul/Maplewd Sch (X)	0 X	0.075		\$0	\$0	50
Roseville Schools	50172	0.075	3763	\$357	\$452	(594)
St. Paul Schools	271660	0.075	20375	\$0	\$0	so
White Bear Lake Schools	0 X	0.075		S0	\$0	\$0
T-1-1-				620.054	67.6 0.47	
Total:				\$28,856	\$36,047	(\$7,191)

Note: Those entities assumed to be non-participants are designated with (X). Entities wishing to enter as a participant partway through the annual maintenance fee period will pay the full annual amount designated for that site and will not be pro-rated.

^{**}considered part of the municipalities

WORKSHOP Date: 2/9/00

ITEM:

Meeting with state legislators on the legislative session

SUBMITTED BY:

Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

<u>Summary and action requested.</u> The council invited Senator John Marty and Representative Mary Jo McGuire to discuss key issues in the upcoming legislative session.

Overall Goal.

To create a great place to live, work and visit.

Some issues.

- Maintenance of the city's property tax base. The market value of the city's tax base is 43% tax exempt. 66% of the city's land area is tax exempt. It is critical that this level not be eroded.
- Relationships with the University of Minnesota are improving after the soccer stadium issue in 1998. The city participates in the St. Paul Campus Land Use Task Force. One outgrowth of this activity is working with the University to find locations for private research facilities that complement the proposed Genomics building on the St. Paul Campus.
- Availability of redevelopment funding for projects that would improve the community, especially on the southeast corner. These funds would be available through the Metropolitan Council.
- Do not impose levy limits for 2001 so cities can determine how to gather money for their costs. In Falcon Heights the rising cost of police services at 4% each year has exceeded the city's permitted levy increase of about 1.1%. Since Falcon Heights has no growth factor, the city's levy limit is substantially less than 3%. Maintaining police service is a critical factor for the community's current and future health and safety.
- Elimination of the sales tax on local governments.
- Other issues of interest to council and legislators.

ACTION REQUESTED:

Welcome to Senator Marty and Representative McGuire. Discussion.