

A mended

City of Falcon Heights
Regular Meeting of the City Council
City Hall
2077 W. Larpenteur Avenue
July 12, 2000

A G E N D A

- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL: GEHRZ___ HUSTAD___ KUETTEL___
 LINDSTROM___ TALBOT___
 PHILLIPS___ WORTHINGTON___
 KNUTSON___ MAURER___ PROSSER___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: June 28, 2000
- E. PUBLIC HEARING: none
- F. CONSENT AGENDA:
1. General disbursements through 7/5/00, \$10,882.67
 2. Approval of the Partial Pay Estimate No. 1 from T.A. Schifsky & Sons for the 2000 Alley Improvements Project
- G. POLICY AGENDA:
1. Hiring of a part-time fire inspector
 2. Budget workshop—discussion of preliminary items
 3. Community Park update—plans for the park entrance/signage
 4. Northwest Youth & Family Services—letter from Kay Andrews regarding funding—discussion
- H. INFORMATION AND ANNOUNCEMENTS:
- I. ADJOURN TO WORKSHOP

DRAFT

City of Falcon Heights
City Council Minutes
June 28, 2000

The meeting was called to order by Mayor Gehrz at 7:00 p.m.

PRESENT: Gehrz, Hustad, Lindstrom, Talbot. Also present: Heather Worthington,
City Administrator, Pat Phillips, Deputy Clerk

ABSENT: Kuettel

COMMUNITY FORUM: There was no one present wishing to speak.

MINUTES: The minutes of June 13, 2000 were approved.

CONSENT AGENDA:

Councilmember Hustad moved to approve the following consent agenda.

1. General disbursements and payroll
2. Licenses

RECOGNITION

Three area girl scouts received the highest award in scouting and Mayor Gehrz presented Certificates of Achievement to two scouts, Vanessa Yeakel and Elizabeth Barry. The third recipient, Marie Barnum, was unable to attend.

POLICY

Request for council action on resolution relating to the St. Paul/Ramsey County Safe Gun Storage Campaign

Councilmember Lindstrom told the council of the Ramsey County Safe Gun Storage campaign and the effort to reduce the accidental discharge of guns by using cable locks on guns. Councilmember Lindstrom requested that city hall be a distribution point of the free cable locks and also to authorize city staff to publicize the program in the city newsletter and through other channels. Elaine Mazzitello of Ramsey County Department of Public Health also spoke before the council on some of the specifics of the campaign and how other communities have responded to it. Mary Mantis of 1666 Coffman came forward and told the council of her personal endorsement of this effort. After further discussion, Councilmember Lindstrom made a motion to approve the resolution endorsing the St. Paul Ramsey County Safe Gun Storage Campaign. The motion passed unanimously.

Review and Recommendations on the Capitol Region Watershed District Draft Management Plan

Administrator Worthington explained that the Board of Managers of the Capitol Region Watershed District is requesting feedback on its draft management plan which focuses primarily on planning and managing storm water, ponds, lakes and flowages, ground water recharge, as well as wetland preservation, restoration and creation in fully built communities. The plan was reviewed by the city engineer and city planner who informed the city by letter that funding assistance will be essential for education, planning, design and implementation. After brief discussion, council agreed to submit the comments drafted by the city engineer and city planner to the CRWD. Councilmember Talbot made a motion to officially appoint resident William Downing as Falcon Heights's representative on the Advisory Group for the CRWD. The motion passed unanimously.

Employee retention and recognition plan

Administrator Worthington requested that some staff receive an increase in salary and benefits and two of the staff receive a change in title. Due to the tight labor market, retention of employees through use of incentive compensation is recommended by the administrator and is important to the current and future retention of good workers. After brief discussion, councilmember Hustad moved to approve the increase in salary and title changes. The motion passed unanimously.

ADJOURN

The meeting adjourned at 8:30 p.m.

Respectfully submitted,

Pat Phillips
Deputy Clerk

CONSENT 1
Meeting Date: 7/12/00

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

EXPLANATION/SUMMARY:

1. General disbursements through 7/5/00, \$10,882.67
2. Payroll, 6/16/00 to 6/30/00, \$13,478.02

ACTION REQUESTED: Approval

APPROVAL OF BILLS
 PERIOD ENDING: _7-5-00_

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	GREAT WEST LIFE/ANNUITY	HUSTAD-7/00 DEFERRD COMP	LEGISLAT	75.00
	*** TOTAL	FOR DEPT 11		75.00
38959	CASH	POSTAGE-CAFR TO GFOA	ADMINIST	9.15
	INSTY-PRINTS PLUS	STAMP	ADMINIST	18.05
	MN WOMEN IN CITY GOVT	MEMBERHIP	ADMINIST	25.00
38958	MN DEPARTMENT OF REVENUE	6/30 STATE WITHHOLDINGS	ADMINIST	734.51
	NCPERS GROUP LIFE INS	7/00 PHILLIPS	ADMINIST	12.00
38957	PERA	6/30 PERA	ADMINIST	964.36
	*** TOTAL	FOR DEPT 12		1,763.07
	AMERIPRIDE LINEN&APPAREL	LINEN CLEANING	FIRE FIG	37.94
	BEARCOM	PAGER REPAIR	FIRE FIG	62.91
	MARY RIGNEY	6/00 CLEANING FIRE HALL	FIRE FIG	80.00
	SUBURBAN HARDWARE	TRASH BAGS	FIRE FIG	10.63
	SUPERAMERICA	FUEL	FIRE FIG	30.03
38956	GREG YOUNGS	MILEAGE-FIRE CONFERENCE	FIRE FIG	85.80
	*** TOTAL	FOR DEPT 24		307.31
	BOARD OF WATER COMMISSNRS	CITY HALL WATER	CITY HAL	475.90
	BOARD OF WATER COMMISSNRS	CITY HALL SS	CITY HAL	268.45
	GRAINGER, W. W., INC.	KITCHEN TOWELS	CITY HAL	56.65
	KNOX LUMBER CO.	PAINT	CITY HAL	27.52
	MCI WORLDCOM RES SVC	LONG DISTANCE	CITY HAL	27.89
	M-75 BUILDING MAINTENANCE	6/00 CLEANING SVCS	CITY HAL	221.41
	NSP	ELECT TO 6/28	CITY HAL	41.68
	SUBURBAN HARDWARE	SOCKET/CLEANING SUPPLIES	CITY HAL	41.77
	VERIZON WIRELESS	WIRELESS PHONE- MAERTZ	CITY HAL	7.81
	*** TOTAL	FOR DEPT 31		1,169.08
38959	CASH	PARKING SIGN BAGS	STREETS	19.66
38959	CASH	MOWER PARTS	STREETS	3.96
	NSP	ELECT TO 6/28	STREETS	8.76
	NSP	ELECT TO 6/28	STREETS	79.98
	NSP	ELECT TO 6/28	STREETS	70.27
	NSP	ELECT TO 6/28	STREETS	21.78
	SUPERAMERICA	FUEL	STREETS	206.63
	*** TOTAL	FOR DEPT 32		411.04
	LINDERS GREENHOUSES	MALUS "SNOWDRIFT"TREE	TREE PRO	34.23
	*** TOTAL	FOR DEPT 34		34.23
	BOARD OF WATER COMMISSNRS	PARKS WATER	PARK & R	114.74
	BOARD OF WATER COMMISSNRS	PARKS SS	PARK & R	69.49
	ICMA RETIREMENT TRUST 457	7/00 MAERTZ	PARK & R	100.00
	ICMA RETIREMENT TRUST 457	7/00 TRETSVEN	PARK & R	100.00
	SUBURBAN HARDWARE	FERTILZER FOR PARKS	PARK & R	74.53
	USWEST COMMUNICATIONS	TELEPHONE	PARK & R	57.75
	*** TOTAL	FOR DEPT 41		516.51
38959	CASH	COOKING & TIME-IN SUPPLI	PARK PRO	38.55
	MIKE ECKBERG	DELIVERY FLYER PARKS PRG	PARK PRO	211.72
	OFFICE MAX CREDIT PLAN	OFFICE SUPPLIES	PARK PRO	151.41

APPROVAL OF BILLS
 PERIOD ENDING: _7-5-00_

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
*** TOTAL FOR DEPT 50				401.68
	E-Z RECYCLING, INC.	6/00 RECYCLING	SOLID WA	2,559.40
*** TOTAL FOR DEPT 56				2,559.40
	MUNICIPAL/COMMERCIAL	VACUUM MANHOLES/1860PASC	SANITARY	310.00
	NSP	ELECT 6/26	SANITARY	16.20
*** TOTAL FOR DEPT 75				326.20
	CITY OF ROSEVILLE	TEEN STAFFING/MOVIE RENT	MCAD	1,450.00
	BERNARDY, CONNIE LANNERS	MEETING/CONF EXPS	MCAD	600.00
	BERNARDY, CONNIE LANNERS	PROGRAM SUPPLIES	MCAD	900.72
	BERNARDY, CONNIE LANNERS	TELEPHONE EXPS	MCAD	266.41
	BERNARDY, CONNIE LANNERS	MEETING EXPS	MCAD	102.02
*** TOTAL FOR DEPT 84				3,319.15
*** TOTAL FOR BANK 01				10,882.67
*** GRAND TOTAL ***				10,882.67

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	6 29 00	6 SUSAN GEHRZ	30264	301.22
COM	6 29 00	11 JOHN HUSTAD	30265	202.05
COM	6 29 00	12 LAURA A. KUETTEL	30266	277.05
COM	6 29 00	13 PETER C. LINDSTROM	30267	277.05
COM	6 29 00	14 RICHARD P. TALBOT JR	30268	277.05
COM	6 29 00	34 CLEMENT KURHAJETZ	30269	276.20
COM	6 29 00	35 LEO LINDIG	30270	64.64
COM	6 29 00	42 MICHAEL D. CLARKIN	30271	94.67
COM	6 29 00	66 ALFRED HERNANDEZ	30272	124.67
COM	6 29 00	74 MARK J. ALLEN	30273	55.41
COM	6 29 00	1007 PATRICIA PHILLIPS	30274	981.13
COM	6 29 00	1013 WILLIAM MAERTZ	30275	1234.88
COM	6 29 00	1033 DAVE TRETSEVEN	30276	904.55
COM	6 29 00	1057 KRISTIN L. WOLVERTON	30277	869.83
COM	6 29 00	1089 KATHLEEN A. CIERNIA	30278	207.42
COM	6 29 00	1102 AUSTIN M. PETERSON	30279	629.10
COM	6 29 00	1103 DIANE MEYER	30280	357.16
COM	6 29 00	1136 ROLAND O. OLSON	30281	1036.86
COM	6 29 00	1143 COLIN B. CALLAHAN	30282	527.86
COM	6 29 00	1152 KARNA M BLOOMQUIST	30283	338.72
COM	6 29 00	1153 MARK P BORSHEIM	30284	242.74
COM	6 29 00	1169 JAY PAUL KURTIS	30285	480.63
COM	6 29 00	1170 ERIC J BLOMQUIST	30286	317.15
COM	6 29 00	1171 CARRIE J. KLEIN	30287	197.01
COM	6 29 00	1173 ELIZABETH M. POSTIGO	30288	266.83
COM	6 29 00	1175 LAURA M SUPPES	30289	110.76
COM	6 29 00	1176 MICHAEL P ECKBERG	30290	281.78
COM	6 29 00	1185 HEATHER M WORTHINGTON	30291	1373.26
COM	6 29 00	1186 CAROLINE E DAYKIN	30292	223.60
COM	6 29 00	1187 SUSAN ENGEL	30293	75.48
COM	6 29 00	1188 NICOLE S GRAHAM	30294	146.60
COM	6 29 00	1189 JEFFREY C OLSON	30295	122.07
COM	6 29 00	1190 COLLEEN SPANGENBERG	30296	529.44
COM	6 29 00	1191 ANNE M STEMPEL	30297	73.15

COMPUTER CHECKS	13478.02
MANUAL CHECKS	.00
NOTICES OF DEPOSIT	.00

****TOTALS**** 13478.02

CONSENT 2
DATE: 7/12/00

**ITEM: Approval of the Partial Pay Estimate No. 1 to T.A. Schifsky & Sons
for the 2000 Alley Improvements Project**

SUBMITTED BY: Heather Worthington, City Administrator

REVIEWED BY: John Anderson, P.E., H.R. Green Company

EXPLANATION/DESCRIPTION:

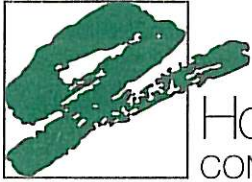
The Council is being asked to approve the first partial pay estimate for the 2000 Alley Improvements Project. The total amount budgeted for this project is \$198,403.50.

The total for this pay estimate is \$101,403.41. This includes \$106,740.43 earned, and a retainage of \$5,337.02. The major pay items included in this pay estimate are Common Excavation, Aggregate Base Class 5, and Bituminous Base.

This project is on schedule for completion at the end of July.

ATTACHMENTS:

Letter from John Anderson, H.R. Green Co.
Partial Payment Estimate



Howard R. Green Company
CONSULTING ENGINEERS

July 6, 2000
File: 808630J-0071

Ms. Heather Worthington
City Administrator
City of Falcon Heights
2077 Larpenteur Avenue West
Falcon Heights, MN 55113-5594

RE: 2000 ALLEY IMPROVEMENTS
PARTIAL PAY ESTIMATE NO. 1

Dear Ms. Worthington:

Enclosed are three copies of Partial Pay Estimate No. 1 for T.A. Schifsky & Sons, Inc. who is the Contractor for the 2000 Alley Improvements project. This pay estimate is in the amount of \$101,403.41. This amount includes \$106,740.43 earned and retainage of \$5,337.02. The major pay items included in this pay estimate are Common Excavation, Aggregate Base Class 5, and Bituminous Base.

We have inspected the work performed by T.A. Schifsky & Sons, Inc. and recommend payment of Partial Pay Estimate No. 1.

Sincerely,

Howard R. Green Company

John M. Anderson, P.E.
Project Engineer

Enclosures

PARTIAL PAYMENT ESTIMATE

NO. 1

FROM: MAY 1, 2000
TO: JUNE 28, 2000

CONTRACTOR: T. A. SCHIFSKY & SONS, INC.
ADDRESS: 2370 EAST HIGHWAY 36
OWNER: NORTH ST. PAUL, MN 55109
PROJECT: 2000 ALLEY IMPROVEMENTS

COMPLETION DATE
ORIGINAL: AUGUST 11, 2000
REVISED:

AMOUNT OF CONTRACT:
ORIGINAL: \$198,403.50
REVISED:

ITEM NO.	DESCRIPTION	UNIT	CONTRACT ITEMS		THIS PERIOD		TOTAL TO DATE	
			QTY.	UNIT PRICE	QTY.	AMOUNT	QTY.	AMOUNT
SCHEDULE 1.0 - ALLEY RECONSTRUCTION								
1	2104.501 REMOVE CURB AND GUTTER	LF	185.00	\$1.10	114	\$125.40	114	\$125.40
2	2104.503 REMOVE SIDEWALK	SF	460.00	\$0.50	145	\$72.50	145	\$72.50
3	2104.505 REMOVE BITUMINOUS PAVEMENT	SY	6,500.00	\$1.30	6500	\$8,450.00	6500	\$8,450.00
4	2104.505 REMOVE CONCRETE PAVEMENT	SY	1,375.00	\$1.30	193.9	\$252.07	193.9	\$252.07
5	2104.505 REMOVE BITUMINOUS DRIVEWAY PAVEM	SY	600.00	\$1.30	505	\$656.50	505	\$656.50
6	2104.513 SAWING BITUMINOUS SURFACE	LF	150.00	\$5.00	0	\$0.00	0	\$0.00
7	2104.521 SALVAGE FENCE	LF	90.00	\$2.00	0	\$0.00	0	\$0.00
8	2104.523 SALVAGE SIGN	EA	13.00	\$20.00	1	\$20.00	1	\$20.00
9	2105.501 COMMON EXCAVATION (P)	CY	1,900.00	\$5.50	1900	\$10,450.00	1900	\$10,450.00
10	2105.507 SUBGRADE EXCAVATION	CY	90.00	\$5.50	0	\$0.00	0	\$0.00
11	2105.522 SELECT GRANULAR BORROW (CV)	CY	155.00	\$9.50	0	\$0.00	0	\$0.00
12	2105.525 TOPSOIL BORROW (CV)	CY	120.00	\$10.00	0	\$0.00	0	\$0.00
13	2105.609 GEOTEXTILE FABRIC	SY	500.00	\$1.35	0	\$0.00	0	\$0.00
14	2105.609 GEOGRID	SY	500.00	\$1.55	277	\$429.35	277	\$429.35
15	2130.501 WATER FOR DUST CONTROL	MGAL	30.00	\$35.00	0	\$0.00	0	\$0.00
16	2211.501 AGGREGATE BASE CLASS 5	TON	4,100.00	\$8.32	3890	\$32,364.80	3890	\$32,364.80
17	2231.501 MILLING BITUMINOUS SURFACE	SY	60.00	\$3.00	0	\$0.00	0	\$0.00
18	2331.508 TYPE 41 WEARING COURSE MIXTURE	TON	610.00	\$41.37	0	\$0.00	0	\$0.00
19	2331.508 TYPE 31 BASE COURSE MIXTURE	TON	790.00	\$39.37	631	\$24,842.47	631	\$24,842.47
20	2506.502 27" DIA CB, MnDOT TYPE H	EA	2.00	\$850.00	2	\$1,700.00	2	\$1,700.00
21	2606.502 CONST DRAINAGE STRUCTURE 48"	EA	2.00	\$1,250.00	2	\$2,500.00	2	\$2,500.00
22	2521.501 4" CONCRETE WALK	SF	460.00	\$3.17	176	\$557.92	176	\$557.92
23	2531.501 INSTALL CURB AND GUTTER	LF	185.00	\$19.88	59	\$1,172.92	59	\$1,172.92
24	2531.507 6" CONCRETE DRIVEWAY PAVEMENT	SY	900.00	\$29.50	153	\$4,513.50	153	\$4,513.50
25	2531.507 BITUMINOUS DRIVEWAY PAVEMENT	SY	600.00	\$15.00	505	\$7,575.00	505	\$7,575.00
26	2531.605 CONCRETE APRON	SY	475.00	\$31.44	0	\$0.00	0	\$0.00
27	2537.502 BITUMINOUS MATERIAL FOR TACK COAT	GAL	320.00	\$1.25	0	\$0.00	0	\$0.00
28	2557.603 REINSTALL FENCE	LF	90.00	\$7.00	0	\$0.00	0	\$0.00
29	2564.602 REINSTALL SIGN	EA	13.00	\$50.00	1	\$50.00	1	\$50.00
30	2571.544 TRANSPLANT SHRUB	SHRB	13.00	\$50.00	0	\$0.00	0	\$0.00
31	2575.505 SODDING TYPE LAWN	SY	850.00	\$4.00	0	\$0.00	0	\$0.00
32	SPEC 12" RC PIPE SEWER DES 3006 CL V OR H	LF	690.00	\$16.00	688	\$11,008.00	688	\$11,008.00
33	SPEC SALVAGE AND REINSTALL ROCK GARDE	SY	20.00	\$10.00	0	\$0.00	0	\$0.00
34	SPEC SALVAGE AND REINSTALL PLANTER	EA	9.00	\$50.00	0	\$0.00	0	\$0.00
35	SPEC SUBGRADE STAND. PROCTOR TEST	EA	1.00	\$125.00	0	\$0.00	0	\$0.00
36	SPEC SUBGRADE DENSITY TEST, IN PLACE	EA	8.00	\$50.00	0	\$0.00	0	\$0.00
37	SPEC CLASS 5 GRADATION TEST	EA	2.00	\$100.00	0	\$0.00	0	\$0.00
38	SPEC CLASS 5 STAND. PROCTOR TEST	EA	1.00	\$125.00	0	\$0.00	0	\$0.00
39	SPEC CLASS 5 DENSITY TEST, IN PLACE	EA	8.00	\$50.00	0	\$0.00	0	\$0.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT ITEMS		THIS PERIOD		TOTAL TO DATE	
			QTY.	UNIT PRICE	QTY.	AMOUNT	QTY.	AMOUNT
40	SPEC CONCRETE TESTING	EA	2.00	\$150.00	0	\$0.00	0	\$0.00
41	SPEC BITUMINOUS CORE DENSITY TESTING	EA	3.00	\$75.00	0	\$0.00	0	\$0.00
T	SCHEDULE 1.0 - ALLEY RECONSTRUCTION - TOTAL					\$106,740.43		\$106,740.43

	TOTAL THIS PERIOD:	TOTAL TO DATE:
AMOUNT EARNED	\$106,740.43	\$106,740.43
AMOUNT RETAINED	\$5,337.02	\$5,337.02
MATERIAL ON SITE	\$0.00	\$0.00
MATERIAL DEDUCT.	\$0.00	\$0.00
PREVIOUS PAYMENTS		\$0.00
AMOUNT DUE	\$101,403.41	\$101,403.41

TOTAL P. 04

I hereby certify that all items and amounts shown by this pay estimate are correct for the work completed to date.

CONTRACTOR: T. A. SCHIFSKY & SONS.

BY: [Signature]

TITLE: VICE PRESIDENT

DATE: 7-6-00

Based on the ENGINEER'S on-site inspections as an experienced and qualified design professional and on review of application for payment and the accompanying data and schedules, the ENGINEER has determined, to the best of his knowledge and belief, that the quantities shown by this estimate are correct and that, based on such inspections and review, that the work has progressed to the point indicated (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment, the ENGINEER will not thereby be deemed to have reviewed the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that the ENGINEER has made any examination to ascertain how or for what purpose any Contractor has used the monies paid on account of the Contract Price, or that title to any of the work, materials, or equipment has passed to the Owner free and clear of any lien, claims, security interests or encumbrances, or that the Contractor(s) have completed their work exactly in accordance with the Contract Documents.

ENGINEER: HOWARD R. GREEN COMPANY

BY: [Signature]

TITLE: Prof Engineer

DATE: 7/6/00

Approved by Owner/Commission

CITY OF FALCON HEIGHTS, MINNESOTA

BY: _____

TITLE: _____

DATE: _____

Policy 1
Date: 7/12/00

ITEM DESCRIPTION: Hiring of a permanent, part-time fire inspector
SUBMITTED BY: Heather Worthington, City Administrator
REVIEWED BY: Roger Knutson, City Attorney

EXPLANATION/DESCRIPTION:

Falcon Heights requires fire inspections of all registered businesses and multi-family dwelling units located in the city. Since the departure of our full-time fire marshal, we have been relying on our part-time building inspector to do these inspections in addition to his already heavy workload on permits, plan review and inspections.

Kevin Kelly is a highly qualified fire inspector, currently employed full-time by the State Fire Marshall's office. He was recommended to us by that office, and he is available to work for approximately six hours per week, roughly 10% time.

We are budgeted for approximately 300 hours of fire inspection services in the 2000 Budget. Kevin will receive no benefits, other than being covered by the City's liability policy during work hours.

GOAL 1: To protect the public health and safety.

ATTACHMENTS: Kevin Kelly's resume

ACTION REQUESTED:

- Discussion
- Motion to approve the permanent, part-time hiring of Kevin Kelly as the city's fire inspector.

KEVIN KELLY
2021 Brenner Avenue
Roseville, MN 55113
H (651) 631-1138 W (651) 215-0516

Objective: A challenging fire prevention position in which both my fire code knowledge and inspection experience can be utilized.

7/98-Present Deputy State Fire Marshal - State of Minnesota

- Provide fire code interpretations and code enforcement guidance to fire officials, building officials and the public throughout the state.
- Review plans for aboveground and underground storage tanks of flammable/combustible liquids and LP installations; review fire alarm system plans and building construction plans, all throughout the state.
- Administer the Class B explosives/fireworks certification program, screening applicants and proctoring tests for certification; conduct investigations relating to violations of state law by fireworks operators.

6/97-7/98 Fire Marshal - City of Maplewood

- Managed the fire prevention division including review of construction plans, conduct code compliance inspections, certificate of occupancy inspections, code enforcement and fire/arson investigations.
- Assisted with tri-department consolidation through team building, forming an inspection team, a public education team and an investigation team all consisting of volunteer firefighters.
- Supervised one part-time inspector and twenty-six volunteer fire prevention team members.
- Responded to and commanded fire scenes and other emergencies.

6/92-6/97 Fire Inspector - City of Roseville

- Developed and maintained the city's first comprehensive fire inspection program, inspecting all commercial, industrial and multi-family residential occupancies within the city.
- Provided fire education training to schools, churches, civic groups, general public and the business community.
- Responded to and commanded fire scenes and other emergencies.
- Conducted fire and arson investigations.

10/91-6/92 Fire Safety Specialist - University of Minnesota

- Inspected University facilities and provided advise to University officials on code compliance issues; provided fire safety education to staff and students; conducted fire investigations.

3/91 - 10/91 Fire Inspector (P/T Intern) City of Roseville

- Conducted fire safety inspections and code enforcement in all multi-family dwellings; provided fire safety education, assisted in fire investigations and responded to emergency calls.

10/86-Present Roseville Fire Department

- Rank of Station Captain since 1992 with responsibilities in equipment and facilities maintenance, district budget planning, incident command and supervision of district two personnel.
- Active in many capacities including field training officer, personnel review board, public fire educator, mentor for new recruits and sat on various committees.
- Secretary the firefighter relief association board.

Education: Applied Science Degree - Law Enforcement
Century Community College
Graduate with Distinction - 3.6 GPA
Awarded the Ron Ryan, Jr. Scholarship -1995

A/A Degree in Fire Protection approximately 2/3 complete
Hennepin Technical College (Currently enrolled 6/00)

Continuing Ed: Attended courses in: fire officer leadership, incident command, firefighter safety, interpersonal communications, respectful behavior, code enforcement, fire/arson investigation, public fire education, emergency vehicle operation, automatic fire suppression systems, fire alarm systems, building construction, plan review and many more.

Affiliations:

- Fire Marshals Association of Minnesota - Board of Directors, Trustee
- East Metro Fire Marshals Association
- International Association of Arson Investigators - Minnesota Chapter
- Minnesota Fire Instructors Association

POLICY 1
DATE: 7/12/00

ITEM: Preliminary Redevelopment Agreement for SE Corner

SUBMITTED BY: Heather Worthington, City Administrator

REVIEWED BY: Jim Prosser, Ehlers and Associates

EXPLANATION/DESCRIPTION:

This preliminary redevelopment agreement was drafted by Jim Prosser of Ehlers and Associates for the redevelopment of the SE Corner. This agreement would only cover the period in which preliminary redevelopment market research and planning is done. It would not require the City to engage in further contracts with the developer beyond the preliminary planning process.

The agreement sets forth some expectations for the City, namely that

- 1) The City will not provide or enter into an agreement for provision of financial assistance to any third party in connection with any proposed development within the area covered by this agreement;
- 2) The City will not condemn or agree to proceed with the condemnation of any property within such area to assist or facilitate development within such area by a third party;
- 3) During such period the Redeveloper shall have the exclusive right to work with the City in establishing a definitive Redevelopment Agreement for the property;
- 4) The period of this agreement shall be for four (4) months.

The amount to be placed in escrow for planning and financial analysis has yet to be determined. Staff is recommending an amount in the range of \$10,000.00 to \$15,000.00 for this phase of the redevelopment agreement. Further financial commitment will be required if the Developer and City wish to proceed beyond the preliminary phase.

ATTACHMENT:

Preliminary Redevelopment Agreement

ACTION REQUESTED:

- Discussion
- Motion to approve Preliminary Redevelopment Agreement allowing Grammercy Development, Inc. so that they may move forward with their market research and preliminary planning.

PRELIMINARY REDEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2000, by and between THE CITY OF FALCON HEIGHTS, MINNESOTA, a Minnesota public body corporate and politic, ("City"), and GRAMERCY DEVELOPMENT, INC. a Minnesota corporation ("Redeveloper")

BACKGROUND

The purpose of this Agreement is to set forth the understanding between the parties with respect to the redevelopment of portions of the area generally described as the Southeast corner of Snelling and Larpentour (the "Redevelopment Property") and shown in Exhibit A.

BASIC TERMS AND CONDITIONS

The following is a list of the terms and conditions under which the Redeveloper will proceed on an exclusive basis for the term of this agreement to structure and develop with the City a definitive Redevelopment Agreement for the Project and is intended to define the responsibilities and roles of the respective participants regarding the proposed redevelopment of the Project.

1. Redevelopment Property. The properties to be redeveloped are the properties set forth in Exhibit A and which are commonly referred to as the Northland Shopping Center Area, as more fully described in the legal descriptions set forth in Exhibit B hereto (the "Site"). The Redevelopment Property equals 4.6 acres (plus/minus), of land together with all improvements and structures located on the land and easements and rights benefitting or appurtenant to the land. The exact dimensions and square footage of the project shall be determined by survey. The parties agree that the Site may be enlarged to include other lands at the mutual agreement of the parties.

2. Undertaking and Exclusive Rights. In consideration of the time, effort and expenses to be incurred by the Redeveloper in pursuing the undertakings set forth herein and in further consideration of the amount of \$7,500.00 paid to the City, the receipt of which is hereby acknowledged, the City hereby agrees that for the term of this agreement it will not: (i) provide or enter into an agreement for provision of financial assistance to any third party in connection with any proposed development within the area covered by this agreement; and (ii) condemn or agree to proceed with the condemnation of any property within such area to assist or facilitate development within such area by a third party. During such period the Redeveloper shall have the exclusive right to work with the City in establishing a definitive Redevelopment Agreement for the Redevelopment Property. Said exclusive rights shall continue, unless earlier terminated as provided herein, for a period of four (4) months from the date hereof, or until such later date as the parties may mutually agree. The above described fee is to be applied to payment of the Redeveloper's obligation contained in Section 11; and any unused portion will be refunded to the Redeveloper upon termination of this Agreement.

3. The Project. The Project will consist of the redevelopment of the project area and may include, but not be limited to: the development of housing units, which may include active 55+ senior housing; the development of rental of for sale multi-family housing (condominiums/townhomes); and/or the development of one or more restaurants, or other neighborhood retail.

4. Public Assistance. In order to achieve the foregoing multi-use redevelopment, it is anticipated that the definitive Redevelopment Agreement will contain provisions addressing a variety of forms of public assistance, which may be necessary in order to accomplish the redevelopment. No commitment is presently being made to provide any form of public assistance. Examples of public assistance that may ultimately be agreed upon, include, but are not limited to, the following:

a. Site Assembly. The City will consider acquisition of some or all of the Redevelopment Property based upon terms and conditions contained in the redevelopment contract. Acquisition may be through negotiated purchase, or condemnation or a combination. Acquisition by the City shall be considered only after the Redeveloper has demonstrated good faith efforts to purchase the property, and these efforts have been unsuccessful.

b. Grant. The City, as well as other outside sources such as the Metropolitan Council may be requested to provide grant(s) in the form of cash at closing to permit the Redeveloper to redevelop the Project. The City will cooperate with the Redeveloper in any efforts to secure grants or similar funding. The use of any grant(s) and the amount of such grant(s) will not be known until the exact scope and anticipated use of the Project are finally determined and established, and the availability of certain types of grants.

c. Tax Increment Financing. The City may be asked to establish a tax increment financing district to support the Redevelopment Project; and agrees to give due consideration to any such request.

d. Debt. The City may be asked to provide certain loans to the Redeveloper to support the Redevelopment Project. Any agreement by the City to make such loans will be subject to the absolute discretion of the City and will also depend upon a clearly available source of funding, and appropriate security.

5. Redeveloper's Proposed Use, Minimum Improvements. The minimum improvements will be made pursuant to plans, which are acceptable to and approved by the City as part of the redevelopment contract.

6. Ownership. It is expected that the final redevelopment proposal will provide that the Project (assuming that rental housing is approved by the City) will be owned by the Redeveloper or its assignees, and that certain condominiums, townhomes, or single family homes will be sold by the Redeveloper or its assignee to others.

7. Contemplated Redevelopment Schedule. The contemplated Redevelopment Schedule is as follows: (Schedule assumes that portions may be constructed in phases; and that the roadway construction can be advanced.)

Preliminary Redevelopment Agreement:	August 2000
Contract for Private Redevelopment:	February 2001
Closing Date:	June 2001
Construction Start Date:	September 2001
Construction Completion Date	September 2002

8. Contingencies. It is expected that the redevelopment contract will address the following items, which the parties acknowledge may be material to the Project:

- a. Creation of a tax increment financing district, and determination of the portion of tax increment, which will be made available to the Redeveloper;
- b. The acquisition of all or part of the Redevelopment Property by direct purchase or condemnation, on such terms and conditions acceptable to the City and as determined by the City in its sole and absolute discretion.
- c. Acceptance by the Redeveloper of a Phase I and, if requested, Phase II environmental assessment and all other environmental and wetland reports and surveys certified to the Redeveloper and its lender, deemed necessary by the City and the Redeveloper for all of the property located within the Project, which reports and surveys must be satisfactory to the City and the Redeveloper;
- d. The City and the Redeveloper have obtained all necessary approvals for the Project from any participating governmental City including but not limited to any necessary watershed district;
- e. All zoning modifications, rezoning approvals and conditional use permits necessary to allow the Project to move forward have been granted;
- f. The title commitment for the Redevelopment Property shall have been found acceptable to the Redeveloper in its sole discretion;
- g. Testing results are satisfactory to the Redeveloper including, but not limited to, soils, well, engineering, hazardous waste, and environmental reviews;
- h. Financing acceptable to the Redeveloper;
- i. The City agreeing to cooperate with the Redeveloper's lender and HUD and agreeing to execute any and all reasonable documents including typical subordination documents with respect to said lenders or any replacement lenders, provided that the City may refuse to enter into any such documents if it, in its reasonable discretion determines that to do so would create an unreasonable risk to it, jeopardize any of its security, or make it less likely that the Project would be developed as contemplated.

9. Termination. This agreement may be terminated by the City as to all or a portion of the Redevelopment Property upon the giving of written notice to the Redeveloper that the Redeveloper is not diligently pursuing the redevelopment of the portions of the Redevelopment Property. The Redeveloper shall have a reasonable time, but in no event less than 30 days to affect a cure of such

default, or to demonstrate that it is diligently pursuing such cure. The City may also terminate this agreement for the failure of the Redeveloper to make any payment due in accordance with Paragraph 11 below.

10. Legislative Judgment. The Redeveloper understands that many of the actions which the City may be called upon to take require its reasonable discretion, and in some instances, its legislative judgment. Such actions may only be made following established procedures, and the City cannot agree, in advance, to any specific decision in such matters.

11. Consultants to be retained. The City intends to retain the services of Ehlers & Associates, Inc. and Dahlgren Shardlow and Uban, Inc. (DSU) upon the execution of this agreement. Ehlers & Associates, Inc. is being retained to assist the City in the technical matters such as project management, financial feasibility, district creation, certification and sizing, tax increment calculations, "but-for" analysis, and other factors pertaining to any claim for economic assistance. DSU is being retained to review development plans and design. The Redeveloper agrees that it will be responsible for reimbursing the City for fees and expenses paid by the City to such consultant, which directly relate to the Project, and will do so within 30 days following receipt of any request to do so.

12. Notices. All communications shall be directed to the Redeveloper at:

Gramercy Development, Inc.
7900 International Drive
Bloomington, MN 55425

All communications shall be directed to the City at :

City of Falcon Heights
City Hall
2077 West Larpenteur
Falcon Heights, MN 55113

IN TESTIMONY WHEREOF, the parties hereto have set their hands as of the date and year first above written.

GRAMERCY DEVELOPMENT, INC.

THE CITY OF FALCON HEIGHTS

By: _____

By: _____

Its _____

Its: City Administrator

July 3, 2000 Ehlers & Associates, Inc.



CITY OF
FALCON HEIGHTS

2077 W. LARPEN TEUR AVENUE FALCON HEIGHTS, MN 55113-5594 PHONE (651) 644-5050 FAX (651) 644-8675

MEMORANDUM

DATE: July 7, 2000
TO: Mayor Gehrz, Councilmembers
FROM: Heather Worthington, City Administrator *HW*
RE: Alley Improvement Project 2000

I have attached a copy of a petition that was submitted by residents on Alley #3 today.

I have included this as a workshop item on the agenda. We will be joined by Terry Maurer to discuss this issue.

I would like to discuss next steps off camera, and then get back to these folks with a reply.

Please call me on Monday if you have any questions.

HOME OF THE MINNESOTA STATE FAIR AND THE U OF M ST. PAUL CAMPUS



PRINTED ON RECYCLED PAPER

Wednesday, July 5, 2000

To: Terry Maurer, Falcon Heights City Engineer
CC: Sue Gehrz, Mayor
Heather Worthington, City Administrator

Subject: Alley reconstruction

From: Residents in the 1300 blocks of Hoyt and Iowa

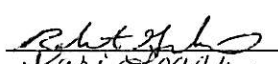

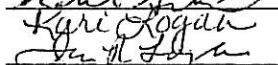
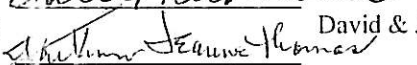
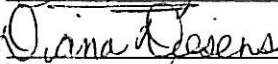
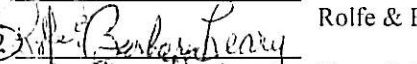
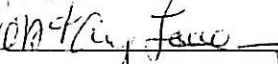

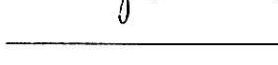
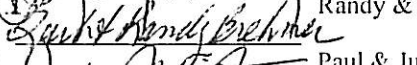
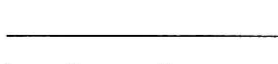
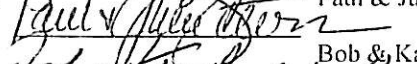

We write this letter to express our serious concern over the reconstruction project of the alley noted above.

The current, and also the planned alignment (even with 1.5 in. additional asphalt), is unacceptable concerning five major issues:

- **Practicality.** The percent slope from alley surface to driveway surface has increased to 100% in some places, where before it was near 0%. The steep slope and the difference in levels (8 inches near the western end and 4-6 inches in many places) has greatly increased the likelihood of vehicles becoming stuck in alley snow plowed to the edge of each garage apron. Most residents can expect problems getting into their garages following snow plowing.
- **Expense.** Due to the significantly lowered alley level, which was not anticipated, unexpected landscaping expenses are being incurred by homeowners. Retaining walls and other systems will be necessary to prevent ground erosion from occurring on the abutting property borders. Footings of two garages near Albert Street have been exposed by the deep cuts, endangering their long term structural integrity.
- **Safety.** The danger to our children has been alarmingly increased due to the steep slope at the alley and driveway connections. We risk our children being catapulted from their bicycles and tricycles during games played in the driveways. Residents bordering this alley have 19 children -- 4 families have a total of 10 children below age 12. The alley is where bike riding is learned and practiced. These activities have now become much riskier for our children.
- **Aesthetics.** The ramps connecting the driveways to the alley, and jagged or offset driveway cuts that were made, make the area look piecemeal -- as if it were a poor / poorly designed residential area.
- **Justice.** Of the 11 property owners whose garages open to the alley, 10 have had the adjoining alley lowered significantly. Other alleys being reconstructed this year do not have this large disparity.

We do not understand why it was necessary to lower the level of the alley at all. Before further work is undertaken we invite you to a 'walk thru' of our alley to help us understand what has happened and for you to hear first hand our concerns. We will be in touch concerning date and time.

Thank you.

	Robert & Mary Graham	1397 Hoyt		Steve & Stacey Hecht	1394 Iowa
	Ian & Kari Logan	1389 Hoyt		David & Jean Thomas	1390 Iowa
	Diana Desens	1381 Hoyt		Rolfe & Barbara Leary	1382 Iowa
	Peter & Susan Lindstrom	1377 Hoyt		Doug & Shelly Hedeon	1376 Iowa
	Rob & Amy Lawrence	1367 Hoyt		Randy & Barbara Brehmer	1372 Iowa
	Jerry & Faye Elmquist	1361 Hoyt		Paul & Julie Peterson	1366 Iowa
				Bob & Katie Mendenhall	1360 Iowa

1: 645-9647

2: 646-8732