

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

September 23, 1998
A G E N D A

- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL: GEHRZ ___ GIBSON TALBOT ___ HUSTAD ___
 JACOBS ___ KUETTEL ___ HOYT ___ ASLESON ___
 ATTORNEY ___ ENGINEER ___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: September 9, 1998
- E. PUBLIC HEARING: None
- F. CONSENT AGENDA:
 - 1. General disbursements through 9/16/98, \$169,097.41
Payroll, 9/1/98 to 9/15/98, \$9,952.52
 - 2. Step increase for City Hall Secretary
- G. POLICY AGENDA:
 - 1. Update on the University of Minnesota Women's Soccer Stadium Site
 - 2. Consideration of a tolling agreement extending the U of M statutory limitation for filing a challenge to the city's decision to require an EAW on the soccer stadium on Cleveland Avenue south of Larpenteur Avenue
 - 3. Consideration of Resolution 98-26 approving a Sales and Purchase Agreement with the Saint Paul Water Utility Board of Water Commissioners
 - 4. Consideration of a request for stop signs at Arona Street at the intersection of Iowa Avenue
 - 5. Update on the city's Y2K compliance activities
 - 6. Proclamation declaring October 5 - October 11, 1998 as "Cities Week" in the City of Falcon Heights
- H. INFORMATION AND ANNOUNCEMENTS:
- I. ADJOURN

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- C. COMMUNITY FORUM

- D. APPROVAL OF MINUTES: September 9, 1998 (Tab #1)

- E. PUBLIC HEARING: None

- F. CONSENT AGENDA:
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 - 2. Consideration of a tolling agreement extending the U of M statutory limitation for filing a challenge to the city's decision to require an EAW on the soccer stadium on Cleveland Avenue south of Larpenteur Avenue (Tab #5)
 - 3. Consideration of Resolution 98-26 approving a Sales and Purchase Agreement with the Saint Paul Water Utility Board of Water Commissioners (Tab #6)
 - 4. Consideration of a request for stop signs at Arona Street at the intersection of Iowa Avenue (Tab #7)
 - 5. Update on the city's Y2K compliance activities (Tab #8)
 - 6. Proclamation declaring October 5 - October 11, 1998 as "Cities Week" in the City of Falcon Heights (Tab #9)

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**CITY OF FALCON HEIGHTS
REGULAR CITY COUNCIL MEETING
MINUTES OF SEPTEMBER 9, 1998**

Mayor Gehrz convened the meeting at 7:02 p.m.

PRESENT

Gehrz, Gibson Talbot, Hustad, Jacobs, and Kuettel. Also present was Hoyt, Asleson, and Olson.

COMMUNITY FORUM

There was no one wishing to take advantage of the community forum.

MINUTES OF AUGUST 21, 1998

Minutes were approved by unanimous consent.

CONSENT AGENDA

Mayor Gehrz requested that consideration of the purchase of the fitness system equipment be removed from the consent agenda and considered as a policy agenda item.

Councilmember Kuettel moved approval of the following amended consent agenda. The motion passed unanimously.

1. Disbursements
2. Licenses
3. Approval of fire department purchases
4. Scheduling the 1999 taxation hearing and continuation hearing
5. Approval of additional election judges

POLICY AGENDA

**APPROVAL OF RESOLUTION 98-25 CERTIFYING THE PROPOSED GENERAL FUND
BUDGET OF \$1,235,773 AND CERTIFIED LEVY OF \$597,078 TO THE RAMSEY
COUNTY AUDITOR**

Administrator Hoyt explained that the proposed resolution would certify the preliminary budget of \$1,235,773 and proposed levy of \$597,078. The preliminary certified levy cannot be increased but can be reduced when the city certifies the final levy in December.

Councilmember Hustad moved approval of Resolution 98-25, certifying the proposed general fund budget of \$1,235,773 and certified levy of \$597,078. The motion passed unanimously.

REVIEW OF THE PROPOSED 1999 TOTAL BUDGET OF \$5,177,731

Administrator Hoyt briefly reviewed the proposed 1999 total budget of \$5,177,731. This amount includes the general fund, special revenue funds, debt service funds, capital funds, and enterprise funds. The increase in the total budget is primarily due to the proposed reconstruction of the city's streets in the Northeast Quadrant neighborhood. As a point of information, Hoyt also reviewed the status of the city's outstanding general obligation bonds and the anticipated revenue (interest, special assessments) that will be used to repay these bonds. No formal action was necessary on this item.

UPDATE ON AN ALTERNATIVE SITE FOR THE UNIVERSITY OF MINNESOTA WOMEN'S SOCCER STADIUM

Mayor Gehrz reported that following several community meetings and meetings with University officials, the University's Board of Regents are now proposing to locate the women's soccer stadium north of Gibbs Farm instead of at the corner of Cleveland and Larpenteur. This matter will be considered at the Regents' October meeting.

Councilmember Gibson Talbot inquired as to whether the city would be proceeding with the preparation of an Environmental Assessment Worksheet (EAW) on the Cleveland and Larpenteur site. Administrator Hoyt responded that the process will continue and that city has sent an EAW worksheet to the University for their completion.

AUTHORIZATION TO PURCHASE GAME TIME/PARCOURSE FITNESS SYSTEM FOR COMMUNITY PARK

Administrator Hoyt reported that the 1998 capital budget includes funding for the replacement of the fitness stations at Community Park. The existing system is heavily used and is in need of replacement. The Parks and Recreation Commission solicited input from users of the fitness stations during their process of deciding the design of the system. The proposed replacement system would cost \$10,611.45 for the equipment and \$1,650.00 for installation.

Councilmember Kuettel, council liaison to the Park and Recreation Commission, explained that the commission determined that the "pod" design of the course would allow adults and older children to use the equipment simultaneously as well as allowing for easier maintenance of the equipment.

Councilmember Kuettel moved approval of the purchase of the Game Time/Parcourse fitness system at a total cost of \$12,261.45. The motion passed unanimously.

ADJOURNMENT

The meeting adjourned at 8:02 p.m.

Susan L. Gehrz, Mayor

Carla Asleson
Recording Secretary

CONSENT 1
Meeting Date: 9/23/98

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

EXPLANATION/SUMMARY:

- a. General Disbursements through 9/16/98, \$169,097.41
- b. Payroll, 9/1/98 to 9/15/98, \$9,952.52

ACTION REQUESTED: Approval

a.

APPROVAL OF BILLS
PERIOD ENDING: 9-16-98

| CHECK# | VENDOR NAME | DESCRIPTION | DEPT. | AMOUNT |
|--------|---------------------------|--------------------------|----------|-----------|
| | HOWARD R GREEN COMPANY | NE QUAD STS 8034905 | ----- | 2,143.06 |
| | *** TOTAL FOR DEPT 00 | | | 2,143.06 |
| | FOCUS NEWS | ELECTION PUBLIC ACURYTST | LEGISLAT | 16.15 |
| | *** TOTAL FOR DEPT 11 | | | 16.15 |
| | ICMA RETIREMENT TRUST 457 | 9/98 ASELSON | ADMINIST | 200.00 |
| 36661 | MN DEPARTMENT OF REVENUE | 9/15 STATE WITHHOLDINGS | ADMINIST | 679.62 |
| | OFFICE OF STATE AUDITOR | REGISTRATION TIF COURSE | ADMINIST | 100.00 |
| 36662 | PERA | 9/15 PERA WITHHOLDINGS | ADMINIST | 1,363.97 |
| | RAMSEY COUNTY | 9/98 INS PREMIUMS | ADMINIST | 3,097.77 |
| | *** TOTAL FOR DEPT 12 | | | 5,441.36 |
| | CAMPBELL KNUTSON | 8/98 LEGAL CHRGS | LEGAL | 4,430.67 |
| | *** TOTAL FOR DEPT 14 | | | 4,430.67 |
| | INSTY-PRINTS PLUS | ELECTION SUPPLIES | ELECTION | 39.12 |
| | NELSON CHEESE FACTORY | ELECTION VOLUNTEERS FOOD | ELECTION | 83.46 |
| 36660 | ROSEVILLE BAKERY | JUDGES SNACKS | ELECTION | 12.50 |
| | *** TOTAL FOR DEPT 15 | | | 135.08 |
| | DAHLGREN SHARDLOW & UBAN | PROJ 4156.1 SOCCER SITE | PLANNING | 161.00 |
| | DAHLGREN SHARDLOW & UBAN | PROJ 4156 WOMENS SOCCER | PLANNING | 314.69 |
| | *** TOTAL FOR DEPT 17 | | | 475.69 |
| | ST. ANTHONY VILLAGE | 10/98 POLICE SVCS | POLICE | 28,028.33 |
| | *** TOTAL FOR DEPT 22 | | | 28,028.33 |
| | AMERIPRIDE LINEN&APPAREL | LINEN SVC | FIRE FIG | 38.99 |
| 36658 | BUREAU CRIMINAL APPREHEN. | 3 BACKGROUND CHECKS | FIRE FIG | 24.00 |
| | JANKE, KATHLEEN | 9/98 FIRE HALL CLEANING | FIRE FIG | 100.00 |
| | USWEST COMMUNICATIONS | TELE 9-1 | FIRE FIG | 172.22 |
| | *** TOTAL FOR DEPT 24 | | | 335.21 |
| | NATIONAL FIRE PROTECTION | FIRE PREVENT WEEK SUPPLI | FIRE PRE | 443.10 |
| | *** TOTAL FOR DEPT 25 | | | 443.10 |
| | BROWNING-FERRIS IND. | 9/98 WASTE | CITY HAL | 194.17 |
| | MCI | LONG DISTANCE CHRGS | CITY HAL | 35.18 |
| | NSP | ELECT 8-31 | CITY HAL | 916.41 |
| | NSP | GAS 8-31 | CITY HAL | 53.50 |
| | OXYGEN SERVICE COMPANY | ACETEYLE TANK RENTAL | CITY HAL | 9.00 |
| | PHILLIPS, PATRICIA | REIMB KITCHEN SUPPLIES | CITY HAL | 27.39 |
| | SUBURBAN HARDWARE | HAND SOAP | CITY HAL | 40.68 |
| | SUBURBAN HARDWARE | DISPENSER/HAND SOAP | CITY HAL | 95.96 |
| | USWEST COMMUNICATIONS | TELEPHONE TO 9-1 | CITY HAL | 629.92 |
| | *** TOTAL FOR DEPT 31 | | | 2,002.21 |
| | HOWARD R GREEN COMPANY | F.H. GENERAL SVCS | ENGINEER | 578.50 |
| | HOWARD R GREEN COMPANY | 1998 SEAL COATING | ENGINEER | 50.00 |
| | HOWARD R GREEN COMPANY | 1998 SIDEWALD IMPROVEMEN | ENGINEER | 42.50 |
| | *** TOTAL FOR DEPT 33 | | | 671.00 |
| | PRECISION TREE COMPANY | TRIMMING TREES | TREE PRO | 3,770.08 |

APPROVAL OF BILLS
 PERIOD ENDING: 9-16-98_

| CHECK# | VENDOR NAME | DESCRIPTION | DEPT. | AMOUNT |
|-----------------------|---------------------------|-------------------------|----------|------------|
| *** TOTAL FOR DEPT 34 | | | | 3,770.08 |
| | GIBBS LAWN, INC. | FERTILIZER COMMUNITY PK | PARK & R | 568.71 |
| | ICMA RETIREMENT TRUST 457 | 9/98 MAERTZ | PARK & R | 100.00 |
| | ICMA RETIREMENT TRUST 457 | 9/98 TRETSVEN | PARK & R | 100.00 |
| | NSP | ELECT 8-31 | PARK & R | 21.82 |
| | NSP | ELECT 9/5 | PARK & R | 45.89 |
| | ON SITE SANITATION | 8/98 PORTABLE TOILET | PARK & R | 68.65 |
| *** TOTAL FOR DEPT 41 | | | | 905.07 |
| | SHAWNA MCDONALD | REFUND GOLF PROGRAM | PARK PRO | 21.29 |
| *** TOTAL FOR DEPT 50 | | | | 21.29 |
| | NSP | ELECT 8-31 | STREET L | 18.68 |
| | NSP | ELECT 10-5 | STREET L | 14.60 |
| | NSP | ELECT 9/3 | STREET L | 60.33 |
| *** TOTAL FOR DEPT 54 | | | | 93.61 |
| 36659 | CUSTOM FIRE APPARATUS | REFURBISH FIRE TRUCK | FIRE & R | 67,729.35 |
| *** TOTAL FOR DEPT 64 | | | | 67,729.35 |
| | NSP | ELECT 8-31 | SANITARY | 14.77 |
| | NSP | ELECT 9-3 | SANITARY | 133.51 |
| | NSP | ELECT 9-5 | SANITARY | 7.76 |
| *** TOTAL FOR DEPT 75 | | | | 156.04 |
| | HOWARD R GREEN COMPANY | LARP AVE 330025M | LARPENTE | 1,864.35 |
| | HOISINGTON KOEGLER GROUP | ST FAIR SIGN & LOGO | LARPENTE | 1,118.69 |
| | JAY BROTHERS INC | PYMT #4 STATE FAIR SIGN | LARPENTE | 20,275.45 |
| | NORTH METRO LANDSCAPING | PYMT #3(PARTIAL) | LARPENTE | 27,814.49 |
| *** TOTAL FOR DEPT 82 | | | | 51,072.98 |
| | BERNARDY, CONNIE LANNERS | SEPT 16-30 PROF SVCS | MCAD | 1,227.13 |
| *** TOTAL FOR DEPT 84 | | | | 1,227.13 |
| *** TOTAL FOR BANK 01 | | | | 169,097.41 |
| *** GRAND TOTAL *** | | | | 169,097.41 |

NOTE: voided ck 36630 for \$70,985.00 to Custom Fire Apparatus, city is withholding balance according to contact (pymt was previously approved by council at last meeting)

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 | 9 15 98 | 30 NICHOLAS BAUMANN | 28858 | 12.19 |
| COM | 9 15 98 | 32 RAYMOND BROWN | 28859 | 123.58 |
| COM | 9 15 98 | 34 CLEMENT KURHAJETZ | 28860 | 113.89 |
| COM | 9 15 98 | 35 LEO LINDIG | 28861 | 81.18 |
| COM | 9 15 98 | 40 KEVIN ANDERSON | 28862 | 90.71 |
| COM | 9 15 98 | 42 MICHAEL D. CLARKIN | 28863 | 115.08 |
| COM | 9 15 98 | 47 NATHANIEL HEROLD | 28864 | 19.40 |
| COM | 9 15 98 | 60 TERRY D. IVERSON | 28865 | 40.53 |
| COM | 9 15 98 | 63 RACHELLE L. MARVIN | 28866 | 46.72 |
| COM | 9 15 98 | 66 ALFRED HERNANDEZ | 28867 | 112.73 |
| COM | 9 15 98 | 70 JUSTIN T. NOVAK | 28868 | 100.09 |
| COM | 9 15 98 | 72 JOHN R. WOLFSBERGER | 28869 | 101.13 |
| COM | 9 15 98 | 73 JEREMY HUTCHISON | 28870 | 139.81 |
| COM | 9 15 98 | 74 MARK J. ALLEN | 28871 | 78.38 |
| COM | 9 15 98 | 75 JOSEPH P. KRAJEWSKI | 28872 | 104.62 |
| COM | 9 15 98 | 76 STEVEN M. HOY | 28873 | 110.18 |
| COM | 9 15 98 | 77 BARBARA J. LEMAY | 28874 | 132.26 |
| COM | 9 15 98 | 1002 SUSAN HOYT TAFF | 28875 | 1557.58 |
| COM | 9 15 98 | 1003 TERRY IVERSON | 28876 | 1028.74 |
| COM | 9 15 98 | 1005 CAROL KRIEGLER | 28877 | 647.16 |
| COM | 9 15 98 | 1007 PATRICIA PHILLIPS | 28878 | 830.30 |
| COM | 9 15 98 | 1010 CARLA ASLESON | 28879 | 1025.65 |
| COM | 9 15 98 | 1013 WILLIAM MAERTZ | 28880 | 1049.97 |
| COM | 9 15 98 | 1026 JASON CIERNIA | 28881 | 45.71 |
| COM | 9 15 98 | 1033 DAVE TRETSEVEN | 28882 | 790.42 |
| COM | 9 15 98 | 1083 JAMES W. SNOWDEN | 28883 | 87.27 |
| COM | 9 15 98 | 1107 RICHARD P. TALBOT III | 28884 | 275.55 |
| COM | 9 15 98 | 1136 ROLAND O. OLSON | 28885 | 968.52 |
| COM | 9 15 98 | 1147 GEORGE BURNS | 28886 | 123.17 |
| | | COMPUTER CHECKS | | 9952.52 |
| | | MANUAL CHECKS | | .00 |
| | | NOTICES OF DEPOSIT | | .00 |
| | | ****TOTALS**** | | 9952.52 |

ITEM: Step increase for City Hall Secretary

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and Action Requested. The city hall Secretary's ten year employment anniversary is September 30, 1998. In accordance with the city's five step compensation policy, this employee is due for an increase from step four (\$13.84/hour) to step five (\$14.34/hour). Pat Phillips has met performance standards to qualify for this increase.

ACTION REQUESTED: Approve progression of Pat Phillips, Secretary, to step five of the compensation schedule, to \$14.34 per hour.

ITEM: Update on the University of Minnesota Women's Soccer Stadium site

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Background. In July, 1998 the University of Minnesota Board of Regents approved the Cleveland Avenue site, south of Larpenteur, for the site of the women's intercollegiate soccer stadium. The Regent's also stated that the university would consider entering into covenants to control the intensity of use on the site and consider alternative sites for the stadium that were found by the affected communities of Falcon Heights and St. Paul.

Current status. After the cities of Falcon Heights, St. Paul, neighborhood groups, legislators and the public raised questions about the location of the site, which is located residential zones and where the building was located 30 feet from a residential property line, the university is now considering a site on Cleveland Avenue, north of Larpenteur Avenue and Gibbs Farm. This location is currently used for university recreational softball, football and soccer. The proposed plan calls for moving these recreational softball fields to the sheep pasture area on the university campus and potentially developing some community soccer fields on the sheep pasture site. St. Paul and Ramsey County are interested in finding more soccer space for their soccer programs. All parties are willing to seek out the necessary funding to make this move to the sheep pastures. The new location for the stadium will be considered at the October Regent's meeting.

Land use. The city's consulting land use planner, John Shardlow will discuss the differences in the two sites. The proposed new location to the North of Gibbs Farm is distinctly different from the site south of Larpenteur Avenue for the following reasons.

- It does not abut residential property; the eastern property line of the site is about 765 feet from the nearest residential neighborhood rather than abutting it. The stadium building itself will likely be at least 1,000 feet from the nearest residential neighborhood property line rather than 30 feet from it. There is one residential home, the Rose Bed and Breakfast, to the south of the proposed site. This home is on a relatively large lot by Falcon Heights standards and the university golf course practice area is located between this property and the proposed stadium site to the north.

- There is a contiguous parking lot, although additional parking may be necessary.
- The site is currently used for active recreational use several days and evenings during the year.
- The site is surrounded by seasonal recreational open space use (the U of M golf course) and the seasonal institutional use, Gibbs Farm. From discussions with Gibbs Farm officials, they do not believe there will be many scheduling conflicts between their facility and the 8 to 11 soccer games played by the women from September through early November each year.

Neighborhood meeting. An informational flier and neighborhood meeting is being scheduled for the week of September 28 for Falcon Woods and Maple Court residents to update them on the latest proposal.

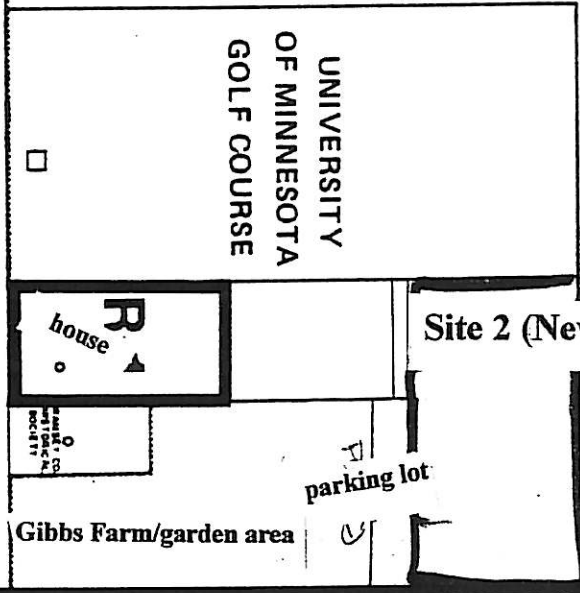
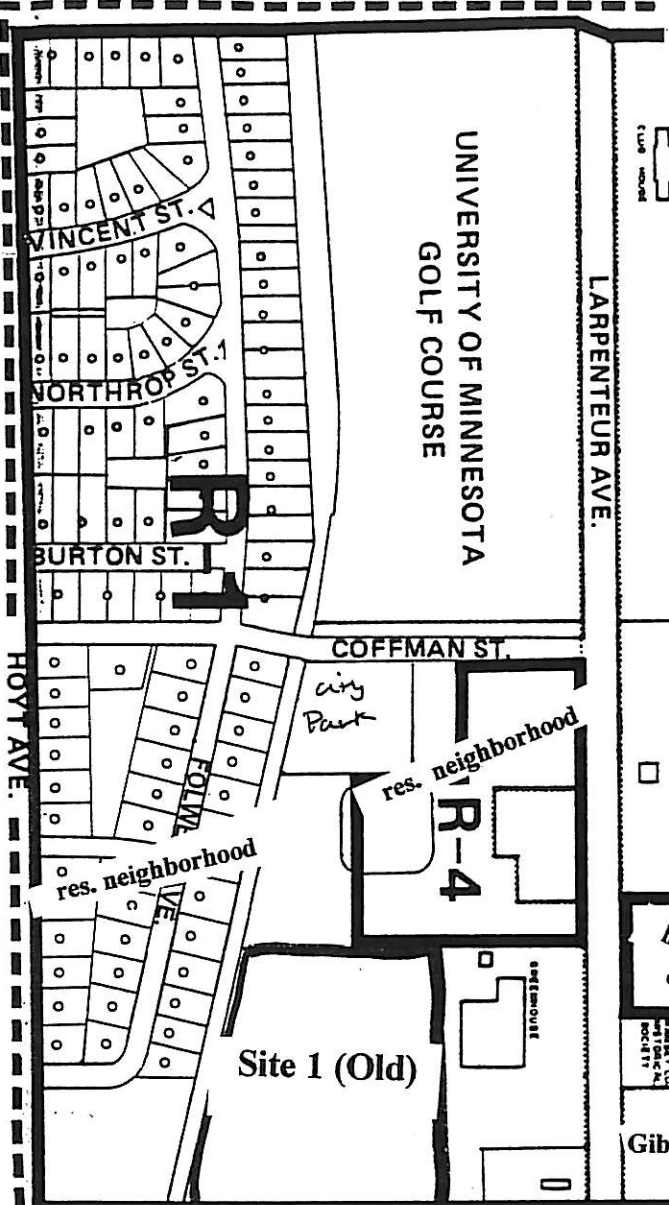
ATTACHMENT:

- 1 Map of area with the proposed soccer stadium sites
- 2 1998 soccer game schedule

ACTION REQUESTED:

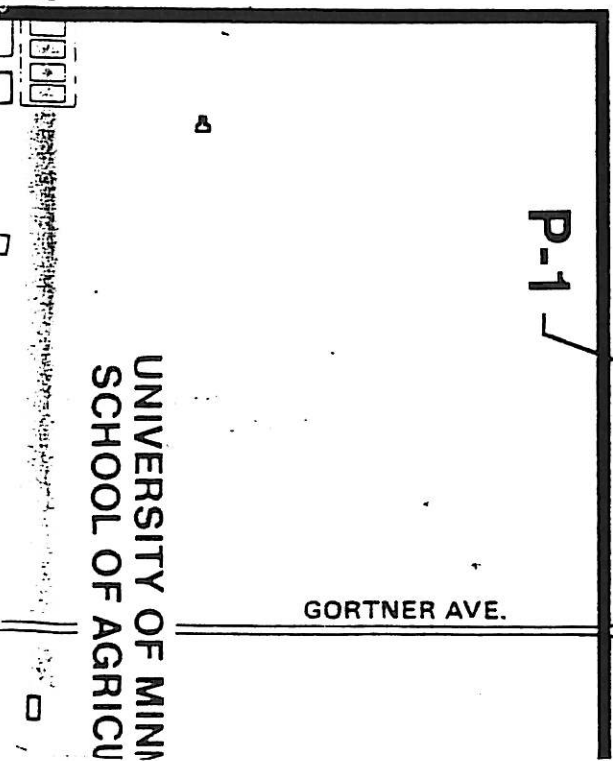
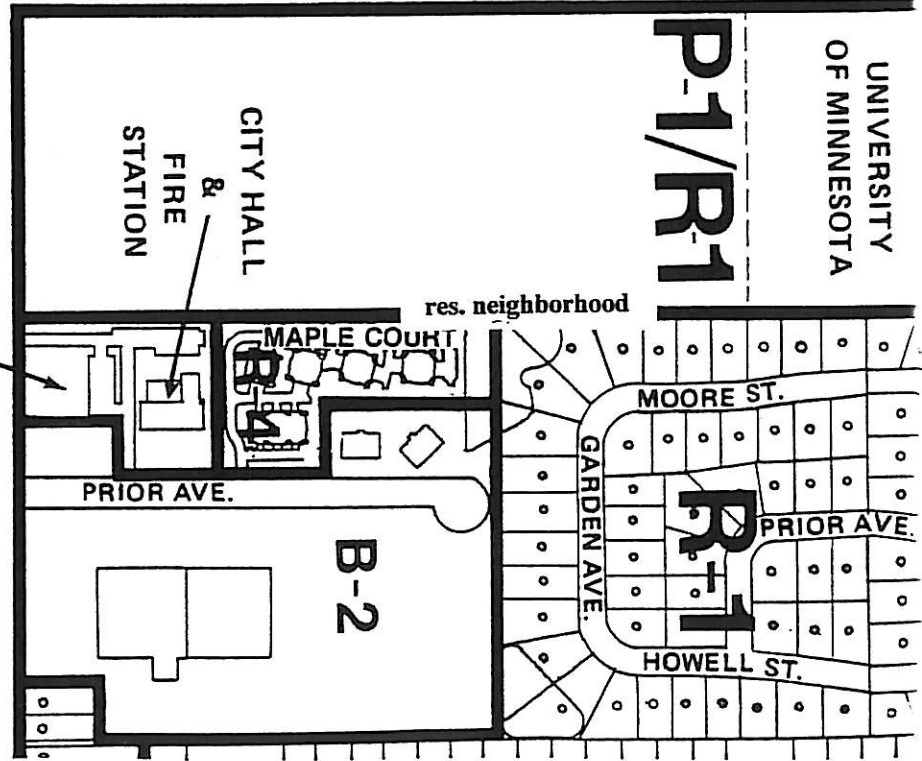
Report by John Shardlow, city planning consultant
For information and discussion purposes

UNIVERSITY OF MINNESOTA
GOLF COURSE
P-1/R-1



CLEVELAND AVE.

UNIVERSITY OF MINNESOTA
P-1/R-1



GORTNER AVE.

UNIVERSITY OF MINN
SCHOOL OF AGRICU

1998 University of Minnesota Soccer Schedule

1995 & 1997 Big Ten Champions

September

| | | | |
|----|---------------|--------------------------------------|---------------|
| 1 | Tuesday | at Cincinnati (Cincinnati, Ohio) | 5:30 p.m. |
| 6 | Sunday | NEBRASKA | 1 p.m. |
| 11 | Friday | WISCONSIN-GREEN BAY | 3 p.m. |
| 13 | Sunday | PURDUE | 1 p.m. |
| 18 | Friday | at Iowa (Iowa City, Iowa) | 3 p.m. |
| 21 | Monday | at Washington State (Pullman, Wash.) | 3 p.m. |
| 25 | Friday | WISCONSIN | 4 p.m. |
| 27 | Sunday | NORTHWESTERN | 1 p.m. |

October

| | | | |
|----|---------------|---|---------------|
| 2 | Friday | at Michigan State (East Lansing, Mich.) | 3 p.m. |
| 4 | Sunday | at Michigan (Ann Arbor, Mich.) | 1 p.m. |
| 9 | Friday | at Penn State (University Park, Pa.) | 7 p.m. |
| 11 | Sunday | OHIO STATE | 1 p.m. |
| 16 | Friday | INDIANA | 3 p.m. |
| 18 | Sunday | ILLINOIS | 1 p.m. |
| 24 | Saturday | at TCU (Fort Worth, Texas) | 1 p.m. |
| 25 | Sunday | at SMU (Dallas, Texas) | 3 p.m. |
| 30 | Friday | vs. UNLV (Las Cruces, N.M.) | 5 p.m. |

November

| | | | |
|-------|-------------|--|---------|
| 1 | Sunday | at New Mexico (Las Cruces, N.M.) | 11 a.m. |
| 5-8 | Thur-Sunday | at Big Ten Tournament (University Park, Pa.) | |
| 13-15 | Fri-Sunday | at NCAA First Round | |
| 20-22 | Fri-Sunday | at NCAA Second Round | |
| 27-29 | Fri-Sunday | at NCAA Third Round | |

December

| | | | |
|-----|------------|-------------------------------|--|
| 4-6 | Fri-Sunday | at NCAA Semifinals and Finals | |
|-----|------------|-------------------------------|--|

Home matches in bold and caps

All home matches played at the St. Paul Campus Soccer Field located on the corner of Larpentuer and Cleveland Avenues in St. Paul.

POLICY 2

Date: 9/23/98

ITEM: Consideration of a tolling agreement extending the U of M statutory limitation for filing a challenge to the city's decision to require an EAW on the soccer stadium on Cleveland Avenue south of Larpenteur Avenue

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Roger Knutson, City Attorney
Joel Jamnik, Attorney

EXPLANATION/DESCRIPTION:

Summary and action requested. Given the university's serious consideration of moving the soccer stadium site to the area on Cleveland Avenue north of Larpenteur Avenue, the city council is being asked to approve an agreement made between the University of Minnesota contract attorney and the city attorney extending the statutory deadline for filing a challenge to the city's request for an EAW on the soccer stadium site on Cleveland Avenue site south of Larpenteur Avenue. This action does not release the university from doing an EAW. It extends the deadline for appealing the city's council decision that an EAW is necessary.

In anticipation of an October 9, 1998 decision by the Board of Regents to officially move the soccer stadium site to the area north of Gibbs Farm, the agreement extends the deadline to November 4, 1998. If the university does not remove the first site from consideration, the EAW is still required by the city. If the university officially moves the site to north of Gibbs Farm, the city will review the citizens' petition requesting an EAW on the site south of Larpenteur and the city will its findings for requiring an EAW on the site ← to determine if an EAW is necessary on the site on Cleveland Avenue north of Larpenteur Avenue.

Meets Goal #2. To maintain and enhance the quality of the city's neighborhoods.

ATTACHMENT

1 Agreement

ACTION REQUESTED:

Approve a tolling agreement between the university and the city extending the statutory timeline for filing a challenge to the city's decision to require an EAW on the soccer site on Cleveland Avenue south of Larpenteur Avenue.

CAMPBELL KNUTSON

Professional Association

Attorneys at Law

(651) 452-5000

Fax (651) 452-5550

September 17, 1998

VIA FACSIMILE TRANSMISSION

Thomas J. Campbell
Roger M. Knutson
Thomas M. Scott
Elliott B. Kneeseh
Susan Lea Pace

Joel J. Jannik
Andrea McDowell Poehler
Matthew K. Brokl
John E. Kelly
Matthew J. Foli
Marguerite M. McCarron
George T. Stephenson
Attorneys at Law

Ms. Susan Hoyt
City Administrator
City of Falcon Heights
2077 W. Larpenteur Avenue
Falcon Heights, Minnesota 55113-5594

Re: University Women's Soccer Facility

Dear Susan:

Under the environmental review statute, the University of Minnesota is given thirty days to appeal decisions of the Responsible Governmental Unit regarding the preparation of an environmental assessment worksheet.


As the City and University explore and consider the possible relocation of the women's soccer facility from the original proposed location, it seems prudent for both parties to avoid unnecessary and wasteful litigation. The University, however, quite understandably wants to preserve its legal rights to appeal the City's decision requiring the preparation of an environmental assessment worksheet, should the joint efforts to relocate the facility fail.

In our discussions with the University's attorneys, we have developed the enclosed draft tolling agreement. The tolling agreement would extend for 45 days the time in which the University could challenge the City's decision. The University, the City, and other interested parties would then have until November 4, 1998 to resolve any differences outside of a court setting (although future extensions of the tolling agreement would also be possible).

We recommend that the Council consider ratifying the execution of this agreement at its next Council meeting.

Very truly yours,

CAMPBELL KNUTSON
Professional Association

By: 
Joel J. Jannik

JJJ:cjh
Enclosure

TOLLING AGREEMENT BETWEEN
UNIVERSITY OF MINNESOTA AND
CITY OF FALCON HEIGHTS

This Tolling Agreement ("Agreement") is entered into between the University of Minnesota ("the University") and the City of Falcon Heights ("the City"). The University and the City (collectively "the Parties"), in consideration of the mutual covenants set out herein, agree as follows:

1. The University may seek judicial review under Minn. Stat. §116D.04, subd. 10 of the City's decision of August 21, 1998 requiring an environmental assessment worksheet ("EAW") on the women's soccer facility which the University proposes to construct on University property near the corner of Cleveland and Larpentcur Avenues. The University may also have causes of action against the City related to the proposed soccer facility, including but not limited to claims related to the City's assumption and exercise of the role of responsible governmental unit ("RGU") for the facility under Minn. Stat., ch. 116D and Minn. Rules, ch. 4410.
2. Both the University and the City are public entities which desire to resolve their differences amicably and without litigation, to the extent possible. In order to provide them additional time to explore potential resolutions of their dispute over the soccer facility which may eliminate the need for any litigation, the University and the City desire to defer any litigation or claims by the University against the City related to

the soccer facility without thereby altering the claims or defenses available to either of them, except as specifically provided herein.

3. The Parties agree that the period from the effective date of this Agreement to November 4, 1998 inclusive ("the Tolling Period") will not be included in computing any deadline or the running of any statute of limitations for any action by the University against the City related to the proposed soccer facility, including any action seeking judicial review of the City's August 21, 1998 decision to require an EAW on the facility.

4. The Parties further agree not to consider the Tolling Period in any defense of laches or any defense concerning the timeliness of commencing any action related to the proposed soccer facility.

5. The Parties agree not to assert, plead, or raise in any manner, whether by answer, motion, or otherwise, in any action that the University hereafter may initiate with respect to the soccer facility any defense or avoidance based upon any deadline for commencing such action or upon the running of any statute of limitations during the Tolling Period, and any deadline or statute of limitations shall be tolled during, and for, such period.

6. The Parties agree that this Agreement shall apply to and be binding upon them, their successors and assigns.

7. This Agreement does not constitute any admission or acknowledgment of liability by any party to this Agreement. Nor does this Agreement constitute any admission or acknowledgment on the part of the University that any deadline or statute of limitations, or similar defense concerning the timeliness for commencing a civil action, is applicable to any claim of the University with respect to the soccer facility.

8. This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any party to this Agreement that is not set forth in this Agreement will be valid or binding. This Agreement may not be modified except in writing signed by both parties and endorsed herein.

9. The undersigned representatives of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to this document.

10. This Agreement is intended to be executed on separate signature pages,
and will become effective on the date it is executed by the last Party.

The University of Minnesota consents to the terms and conditions of this Agreement by its duly authorized representative on this ____ day of September 1998.

Name _____

Title _____

The City of Falcon Heights consents to the terms and conditions of this Agreement by its duly authorized representative on this 17th day of September 1998.

Name Joe J. Jannick

Title Assistant City Attorney

POLICY 3
Date: 9/23/98

ITEM: Consideration of Resolution 98-26 approving a Sales and Purchase Agreement with the Saint Paul Water Utility Board of Water Commissioners

SUBMITTED BY: Susan Hoyt, City Administrator
Roger Mohrer, Saint Paul Water Utility

REVIEWED BY: Roger Knutson, City Attorney

EXPLANATION/DESCRIPTION:

Summary and action requested. The city council is being asked to consider an agreement for the sale of the city's water infrastructure to the Saint Paul Water Utility for \$1.00. This is the final action associated with the January, 1998 agreement between the city and the Board of Water Commissioners for the board to take over the responsibility for the maintenance, replacement and additions to the city's water system. This agreement officially turns over the physical infrastructure into the Saint Paul Water Utility's ownership. In return for this property transfer, the Board of Commissioner's agreement to maintain and replace the system at its expense, to guarantee Falcon Heights's water user rates to be the same as St. Paul user rates by year 2003 and to provide the suburban cities participating in this agreement with a representative on the Board of Commissioners. The Board of Commissioners approved this agreement at its September meeting last week.

Historically, Falcon Heights has been a retail customer of the Saint Paul Water Utility, which meant that the utility maintained the system and Falcon Heights water users paid a 20% higher rate for water to cover the costs. In addition, Falcon Heights paid for additions to the water system such as new fire hydrants, for maintenance of the fire hydrants and for other costs associated with water utility repairs.

Meets Goal #4. To provide efficient and cost effective city services.

ATTACHMENTS:

- 1 Resolution 98-26
- 2 Letter from City Attorney Roger Knutson, dated 9/15/98
- 3 Agreement with the Saint Paul Water Utility (w/o attachments)

ACTION REQUESTED:

Brief review of this step in the transfer process to the Saint Paul Water Utility
Motion to approve Resolution 98-26, if desired.

CITY OF FALCON HEIGHTS

COUNCIL RESOLUTION

Date: September 23, 1998

RESOLUTION AUTHORIZING THE CITY TO ENTER INTO THE
SALES AND PURCHASE AGREEMENT WITH THE
SAINT PAUL WATER UTILITY TO SELL THE CITY'S
WATER ASSETS FOR \$1.00

WHEREAS, on January 1, 1998 the City transferred the ownership of the city's water system to the Saint Paul Water Utility Board of Commissioners; and

WHEREAS, in return for the ownership of the water system the Saint Paul Water Utility Board of Commissioners agrees to operate and maintain the water system in a way that protects and serves the city water users' public health and safety; and

WHEREAS, in return for the ownership of the water system the Saint Paul Water Utility agrees to provide city water users the same rates as Saint Paul water users by 2003; and

WHEREAS, part of the agreement for ownership of the water system requires selling the city's fixed water assets to the Saint Paul Water Utility;

THEREFORE, BE IT RESOLVED that the city enters into the Sales and Purchase Agreement with the Saint Paul Water Utility to sell the city's water assets for \$1.00.

Moved by: _____

GEHRZ _____ In Favor
GIBSON TALBOT _____
HUSTAD _____ Against
JACOBS _____
KUETTEL _____

Approved by: _____

Mayor
September 23, 1998
Date

Attested by: _____

City Clerk
September 23, 1998
Date

CAMPBELL KNUTSON

Professional Association

Attorneys at Law

(651) 452-5000

Fax (651) 452-5550

Thomas J. Campbell
Roger N. Knutson
Thomas M. Scorr
Elliott B. Knetsch
Susan Lea Pace

Joel J. Jamnik
Andrea McDowell Pochler
Matthew K. Brakl
John F. Kelly
Matthew J. Foli
Marguerite M. McCarron
George T. Stephenson
**Also Licensed in Wisconsin*

Author's Direct Dial: 234-6215

September 15, 1998

BY FAX AND MAIL

Ms. Susan Hoyt
City of Falcon Heights
2077 Larpenteur Avenue West
Falcon Heights, MN 55113

**RE: Agreement Between Falcon Heights, the
Board of Water Commissioners, and the City of Saint Paul**

Dear Susan:

I have reviewed the revised Agreement between the City of Falcon Heights, the Board of Water Commissioners, and the City of St. Paul. The revised document contains the changes I requested and now meets with my approval.

Very truly yours,

CAMPBELL KNUTSON
Professional Association

BY: _____

Roger N. Knutson

RNK:sm

SALE AND PURCHASE OF ASSETS AGREEMENT

BETWEEN

CITY OF FALCON HEIGHTS

AND

THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

SALE AND PURCHASE OF ASSETS AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1998, by and between the City of Falcon Heights, a Minnesota municipal corporation (“Seller”), and the Board of Water Commissioners, a Minnesota municipal corporation (“Buyer”);

WHEREAS, Seller desires to sell and convey to Buyer, and Buyer desires to purchase and accept from Seller, certain assets listed in Appendix A and generally consisting of water mains, valves and other personal property located in the City of Falcon Heights, which property is used to provide water service within the City of Falcon Heights; and

WHEREAS, on the 9th day of July, 1997, Buyer and Seller entered into an agreement for Buyer to provide water services to properties located within the Seller’s borders, and Buyer has done so since August of 1963 up to and including the present time, which agreement is attached hereto as Appendix C; and

WHEREAS, Article II, Section 4 of the July 9, 1997, agreement between Buyer and Seller attached as Appendix C specifically states that Seller will, by resolution of its City Council, and by appropriate deed of conveyance, convey to the Board all of its right, title and interest to all water mains, fire hydrants, service connections and appurtenances owned by Seller; and

NOW, THEREFORE, pursuant to that July 9, 1997, agreement and in consideration of the terms, covenants, warranties and conditions therein and hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

ARTICLE I
SALE AND PURCHASE OF ASSETS

SECTION 1.01. Sale and Purchase. Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, assign and deliver to Buyer on the Closing Date, as such term is hereinafter defined in Article X, and Buyer agrees to purchase and accept from Seller on the Closing Date, assets described in Appendix A which comprise Seller's water supply system located in the City of Falcon Heights, Ramsey County, (the "water system assets").

SECTION 1.02. July 9, 1997, Agreement. This sale and purchase of assets between the parties is made pursuant to the agreement entered into between the Buyer and the Seller on July 9, 1997, which agreement is attached hereto as Appendix C and made a part hereof. In the event that the terms, conditions or statements contained in this agreement conflict with the terms, conditions or provisions found in the July 9, 1997, agreement between the parties, then those terms, conditions and provisions found in the July 9, 1997, agreement shall prevail over the conflicting provisions found in this agreement. It is the parties' express intent that the July 9, 1997, agreement shall remain in full force and effect, notwithstanding any provisions to the contrary found in this agreement.

ARTICLE II
PURCHASE PRICE OF THE ASSETS

SECTION 2.01. Purchase Price. In consideration of Seller's agreement to sell the water system assets described in Article I herein, Buyer agrees to pay to Seller as the full purchase price (the "Purchase Price") for the assets the sum of One and no/100 Dollars (\$1.00). Said Purchase Price shall be paid by Buyer to Seller in full on the Closing Date.

ARTICLE III
POSSESSION

SECTION 3.01. Date of Possession. Buyer shall take possession of the water system assets on the Closing Date.

ARTICLE IV
ASSIGNMENT OF AGREEMENTS

SECTION 4.01. Assignment of Other Agreements. To the extent assignable, Seller shall assign, deliver and transfer and cause to be assigned, delivered and transferred to Buyer on the Closing Date all of Seller's rights, title and interest in and to all agreements, other than easements, affecting or pertaining to the water system assets (collectively the "Assignable Agreements"), which are set forth in Appendix B attached hereto and by this reference made a part hereof. All such assignments shall be made to Buyer on the same terms as Seller presently has, and any necessary consents of other parties to such assignments shall have been obtained by the Seller prior to the Closing Date.

In the case of Seller's easements affecting or pertaining to the water system assets which are set forth in Appendix B, Seller shall assign and caused to be assigned to Buyer on the Closing Date, to the extent assignable and without any warranties by Seller, a nonexclusive interest in each easement to the extent necessary for Buyer to perform its water services operations within the Seller's borders. Seller shall retain its interest in each of the easements.

ARTICLE V
LICENSES, PERMITS

SECTION 5.01. Assignment. To the extent transferable, all licenses, permits, registrations, and other written forms of authorization required or utilized in the construction or operation of the Seller's water supply system (collectively the "Permits") shall be assigned or

transferred to Buyer at the Closing. A list of all of the Permits (whether or not transferable) shall be provided to Buyer prior to the Closing along with a copy of all environmentally-related Permits and a copy of any and all reports sent to any entities with regard to those permits or potential violations thereof.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER

SECTION 6.01. Representations and Warranties. Seller represents and warrants as follows to Buyer, such representations and warranties to be true and correct on the date hereof, and on the Closing Date, that:

(a) **Authority, Binding Effect.** Seller has full power and authority to execute and perform this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to applicable bankruptcy or insolvency laws.

(b) **Corporate Authorization.** The execution and delivery of this Agreement to Buyer and the consummation of the sale contemplated herein in accordance with all the terms hereof have been duly authorized by all necessary legislative action on the part of Seller. The execution, delivery and performance of this Agreement by Seller will not conflict with or result in the breach or violation of any term or provision of any of Seller's municipal ordinances, charter, or other provision or authority which governs Seller's activities.

(c) **Organization, Qualification and Good Standing.** Seller is a Minnesota municipal corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. All legislative or other proceedings required to be taken by Seller to authorize the execution, delivery and consummation of this Agreement have been duly and validly taken and will be in full force and effect on the Closing Date.

SECTION 6.02. Survival of Warranties and Indemnification. All the warranties and representations given by Seller in this Article or elsewhere in this Agreement, all of which are relied upon by the Buyer, shall survive the Closing Date hereof. Seller agrees to indemnify and hold Buyer harmless from and against any loss, damage, claim, liability, cost or expense (including reasonable attorneys' fees and costs of defense) which Buyer may incur or sustain, before or after the Closing Date, resulting from or arising out of any breach of any said representations and warranties.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER

SECTION 7.01. Representations and Warranties. Buyer represents and warrants as follows to Seller, such representations and warranties to be true and correct on the date hereof, and on the Closing Date, that:

(a) **Authority, Binding Effect.** Buyer has full power and authority to execute and perform this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, subject to applicable bankruptcy or insolvency laws.

(b) **Corporate Authorization.** The execution and delivery of this Agreement to Seller and the consummation of the sale contemplated herein in accordance with all the terms hereof have been duly authorized by all necessary legislative action on the part of Buyer. The execution, delivery and performance of this Agreement by Buyer will not conflict with or result in the breach or violation of any term or provision of any of Buyer's municipal ordinances, charter, or other provision or authority which governs Buyer's activities.

(c) **Organization, Qualification and Good Standing.** Buyer is a Minnesota municipal corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota. All legislative or other proceedings required to be taken by Buyer to authorize the execution, delivery and consummation of this Agreement have been duly and validly taken and will be in full force and effect on the Closing Date.

SECTION 7.02. Survival of Warranties and Indemnification. All the warranties and representations given by Buyer in this Article or elsewhere in this Agreement, all of which are relied upon by the Seller, shall survive the Closing Date hereof. Buyer agrees to indemnify and hold Seller harmless from and against any loss, damage, claim, liability, cost or expense (including reasonable attorneys' fees and costs of defense) which Seller may incur or sustain, before or after the Closing Date, resulting from or arising out of any breach of any of said representations and warranties.

ARTICLE VIII **DISCLAIMER OF WARRANTIES**

SECTION 8.01. Disclaimer. Except as otherwise expressly and explicitly provided herein, Buyer agrees to accept the water system assets on an "AS IS, WHERE IS" basis. Except as otherwise expressly and explicitly provided herein. SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SAID WATER SYSTEM, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONDITION, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF SAID WATER SYSTEM FOR ANY PARTICULAR PURPOSE, EXPRESS OR IMPLIED. BUYER RELEASES AGAINST SELLER ANY AND ALL CLAIMS AT LAW OR EQUITY REGARDING SAID WATER SYSTEM AND ITS ENVIRONMENTAL CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE IX
CONDITIONS PRECEDENT TO CLOSING

SECTION 9.01. Conditions Precedent to Obligations of Buyer. The obligations of Buyer to consummate the transaction contemplated by this Agreement are subject to the fulfillment by the Seller on or before the Closing Date of all of the following conditions:

(a) **Representations and Warranties True.** All of the representations and warranties of the Seller contained in this Agreement shall be true and correct on and as of the Closing Date.

(b) **Covenants and Agreements Performed.** Prior to or on the Closing Date, Seller shall have performed and complied with all covenants, agreements or conditions contained in this agreement and delivered all documents required by this Agreement to be performed, complied with or delivered by the Seller.

SECTION 9.02. Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transaction contemplated by this Agreement are subject to the fulfillment by the Buyer on or before the Closing Date of all of the following conditions:

(a) **Representations and Warranties True.** All of the representations and warranties of the Buyer contained in this Agreement shall be true and correct in all respects on and as of the Closing Date.

(b) **Covenants and Agreements Performed.** Prior to or on the Closing Date, Buyer shall have performed and complied with all covenants, agreements or conditions contained in this Agreement and delivered all documents required by this Agreement to be performed, complied with or delivered to Seller.

ARTICLE X
CLOSING

SECTION 10.01. Closing Date. The closing for the transaction contemplated by this Agreement (the "Closing") shall be held on or before December 31, 1998, and shall take place at such time and place as may be mutually agreed upon by the parties hereto (the "Closing Date").

SECTION 10.02. Seller's Obligations at Closing. On or before the Closing Date, Seller shall deliver or cause to be delivered to Buyer the Bills of Sale and such other documents (e.g., Certificates of Title) necessary to transfer title to the Personal Property to Buyer free and clear of any and all liens or encumbrances.

SECTION 10.03. Buyer's Obligations at Closing. On or before the Closing Date, Buyer shall deliver or cause to be delivered to Seller the payment of funds in the amount of the Purchase Price as determined in accordance with Section 2.01 hereof.

ARTICLE XI
REMEDIES FOR DEFAULT

SECTION 11.01. Remedies. If any party hereto should default in the performance of any of its obligations hereunder, the non-defaulting party may resort to any remedy specified herein or available to it for said default, at law, in equity, by statute, or otherwise.

ARTICLE XII
MISCELLANEOUS PROVISIONS

SECTION 12.01. Successors and Assigns. All terms, covenants, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs, executors and assigns. This Agreement and the rights and obligations of any party hereunder shall not be assignable except with the written consent of the other party hereto, which consent shall not be unreasonably withheld.

SECTION 12.02. Notices. Any notice, request, demand, statement or consent required or permitted to be given hereunder shall be in writing, shall be signed by or on behalf of the party giving notice, and shall be personally delivered or sent by express service, telecopier, or certified or registered mail, return receipt requested, postage prepaid, to the other party to the respective address given herein below:

If to Seller: City of Falcon Heights
 2077 Larpenteur Avenue
 Falcon Heights, Minnesota 55113
 Attention: City Administrator

If to Buyer: General Manager
 Saint Paul Water Utility
 8 4th Street East
 Saint Paul, Minnesota 55101

Any such notice given as aforesaid shall be conclusively deemed to have been given and received on the day on which such notice was delivered. Either party may, from time to time, furnish, in writing, to the other party, such notice of a change in the address to which notices are to be given hereunder.

SECTION 12.03. Incorporation by Reference. Appendixes A, B, and C attached hereto are hereby incorporated by reference and made a part hereof.

SECTION 12.04. Waivers and Amendments. This Agreement and any other instruments to be executed pursuant hereto may be amended, superseded, canceled, renewed or extended, and their terms or covenants hereof may be waived, only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in

no manner affect its right at a later time to enforce the same. No waiver by any party of the breach of any term or covenant contained in this Agreement or in any other such instrument, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any other term or covenant contained herein. The parties reserve the right by mutual written consent to amend, modify, supersede and cancel this Agreement, or waive the terms or conditions hereof, without the consent of any other person (natural or otherwise).

SECTION 12.05. Time of the Essence. Time is of the essence in this Agreement.

SECTION 12.06. Counterparts. This Agreement may be executed in two or more counterparts, each of which may be deemed an original but together shall constitute but one and the same instrument.

SECTION 12.07. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the extent permitted by law.

APPENDIX A.

WATER SYSTEM ASSETS

APPENDIX B.

ASSIGNABLE AGREEMENTS

APPENDIX C.

JULY 9, 1997, AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS

AND

THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

APPENDIX A.

WATER SYSTEM ASSETS.

APPENDIX B.

ASSIGNABLE AGREEMENTS.

APPENDIX C.

JULY 9, 1997, AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS
AND
THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

SUMMARY OF FALCON HEIGHTS

Value of H₂O System (P-3)
(Today)

01/01/98

Basis

Water Mains

\$1,225,613.30

Service Connections

\$590,498.60

Hydrants

\$188,025.70

\$2,004,137.60

H₂O System
Value

Item: P-3

ITEM: Consideration of a request for stop signs at Arona Street at the intersection of Iowa Avenue

SUBMITTED BY: Susan Hoyt, City Administrator

REQUESTED BY: Ms. Andrea Kernan Howell, 1472 Iowa Avenue

EXPLANATION/DESCRIPTION:

Background. The city council is being asked to consider adding two stop signs on Arona Street at Iowa Avenue to make this intersection a four way stop. The request was initiated by a resident, Ms. Howell, who is concerned about the traffic moving along Arona Street through this intersection, which connects to the Curtiss Field Park. Ms. Howell asked her neighbors to sign a petition supporting her request to the city council. After reviewing this request, the city engineer recommends that a four way stop at this intersection may be warranted because of the 1) the potential volume of pedestrian traffic at this intersection which connects to the park and 2) the potential for substantial by-pass traffic from Snelling and Hoyt through this intersection. If approved by the council, the city staff is prepared to put up the signs and flag them to get attention since they will be new traffic signs.

Meets goal #1. To protect the public health and safety.

ATTACHMENTS:

- 1 Map of intersection
- 2 Letter from city engineer, Terry Maurer, dated 9/2/98
- 3 Letter from Ms. Howell, dated 8/15/98

ACTION REQUESTED:

Summary of request

Recommendation from city engineer

Motion to approve the stop signs on Arona Street at Iowa Avenue due to the conditions described by the city engineer.



Howard R. Green Company
CONSULTING ENGINEERS



CONSULTING ENGINEERS

Formerly MSA
Consulting Engineers

September 2, 1998
File: 330000M-0325

Ms. Susan Hoyt
City Administrator
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

RE: ARONA/IOWA INTERSECTION
ALL-WAY STOP SIGN REQUEST

Dear Ms. Hoyt:

As directed, I have reviewed the request from the neighborhood for an all-way stop condition at the intersection of Arona and Iowa. Currently, Iowa Avenue is stopped and Arona Avenue is not. Between Hoyt and Larpenteur, Arona is only stopped at Idaho Avenue, where a four-way stop condition exists. As the cover letter from Andrea Kernan Howell points out, the intersection of Iowa and Arona is a major pedestrian crossing for children wanting to use Curtiss Field. Ms. Kernan Howell also points out that Arona is used by many motorists as a by-pass for the Snelling and Larpenteur intersection. By turning on Hoyt and travelling north on Arona, they can reach Larpenteur while missing the major intersection of Snelling and Larpenteur.

I believe that, given the potential for the high pedestrian traffic count at this intersection, for persons wanting to use Curtiss Field, and the likelihood that there is a substantial amount of by-pass traffic using Arona Avenue, this would be an appropriate location for a four-way stop situation.

If you have any questions regarding this recommendation or would like any more information regarding four-way stop signs, please call.

Sincerely,

Howard R. Green Company

Terry J. Maurer, P.E.

TJM/st

Petition

S. Hoyt



CITY OF
FALCON HEIGHTS

2077 W. LARPEUR AVENUE FALCON HEIGHTS, MN 55113-5594 PHONE (612) 644-5050 FAX (612) 644-8675

August 21, 1998

Andrea Kernan Howell
1472 W. Iowa Avenue
Falcon Heights MN 55108

Dear Ms. Kernan Howell:

The city has received your petition for a stop sign installation at Arona and Iowa. Thank you for taking the time to make this request and to gather input from your neighbors on the issue.

I am referring the request to our city engineer, Terry Maurer, for review. I will be in touch with you regarding this matter after he has had the chance to provide comments on the request.

Sincerely,

Susan Hoyt
City Administrator

HOME OF THE MINNESOTA STATE FAIR AND THE U OF M INSTITUTE OF AGRICULTURE



PRINTED ON RECYCLED PAPER

AUG 19 1998

August 15, 1998

Falcon Heights City Council
2077 W. Larpenteur Ave.
Falcon Heights, MN 55113

□

Dear Council Members:

□

I am writing to request that a stop sign be installed on Arona at Iowa Avenue. This intersection is very near Curtiss Field where the neighborhood children go to play. I feel that the signs warning motorists that children are at play are inadequate. Many drivers seem to bypass the Snelling and Larpenteur intersection by turning at Hoyt and then zipping up Arona. A stop sign at Iowa Avenue would provide a safe crossing for kids going to and from the park. As it stands now, my children will be too old to want to go to the playground by the time I feel they are old enough to walk down and cross that street by themselves.

Sincerely,



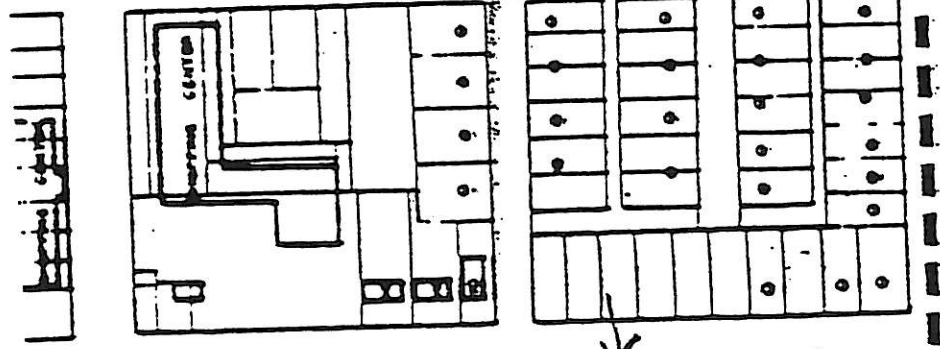
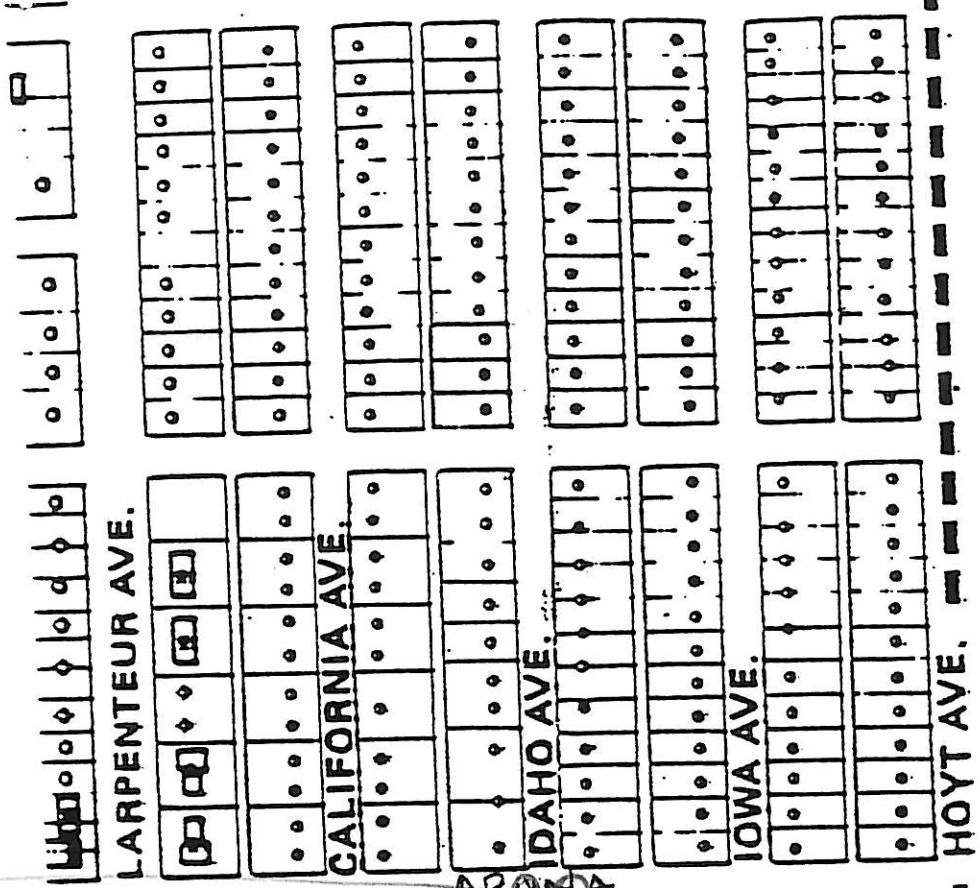
Andrea Kernan Howell
1472 Iowa Avenue West
Falcon Heights, MN 55108

645-1324

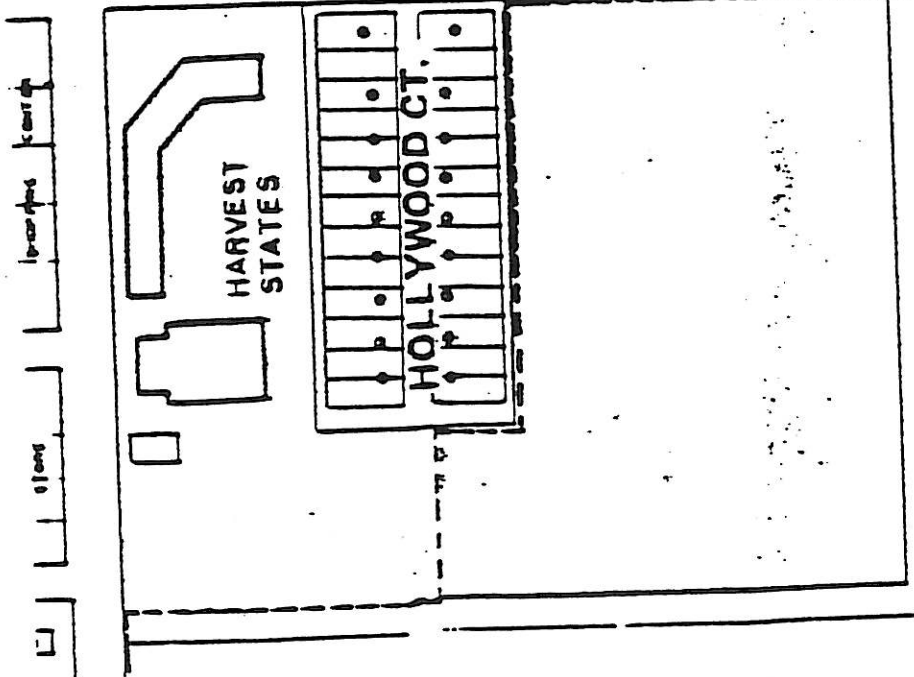
We the undersigned believe a STOP sign should be intalled at Iowa on Arona.

| Name | Address | Phone |
|----------------------|------------------|----------|
| W. W. Johnson | 1480 W. Iowa | 646-6022 |
| Cindy York | 1468 W. Iowa | 645-1696 |
| Bob Sherman | 1456 Iowa Ave W | 644-0182 |
| Debrah Grmach | 1520 Pascal St | 644-2117 |
| Mary Kay Johnson | 1488 W Iowa Ave | 645-5220 |
| Becky Ryan | 1498 Iowa Ave | 917-3596 |
| Marilyn Perry | 1504 St. Iowa | 646-0137 |
| Edith Haron | 1507 Iowa Ave | 646-8579 |
| Bob D. D. | 1513 IOWA AVE. | 917-2604 |
| Robin Elliott | 1503 Iowa Ave | 647-1311 |
| Paul Churchard | 1497 W. Iowa Ave | 644-9740 |
| Arthur W. With | 1472 W. Iowa Ave | 646-5779 |
| Nancy Haugland | 1452 W Iowa Ave | 645-7823 |
| Phillip C. Kopin | 1427 W Iowa Ave | 644-9084 |
| Ralph Tschida | 1422 Iowa | 645-9324 |
| Barbara Amiden | 1418 Iowa Ave W | 646-1149 |
| Randa Tomlinson | 1404 Iowa Ave W | 644-9027 |
| Charlie & Laura Keit | 1403 West Hoyt | 647-0048 |
| Sarah Moat | 1507 W Hoyt | 647-6196 |
| LeRoy & Joyce Barch | 1525 W Idaho | 645-2326 |
| Margie Salensa | 1513 W. Hoyt | 644 6689 |

STAD
SIANS



SNEELING



LALPENSTEIN

| | CAL | IDAHO | IOWA | HAMLING |
|-----------------------|-----|-------|------|--------------|
| | | | | HOYT |
| | | | | ALBERT |
| | | | | PASCAL |
| | | | | ADENA |
| <u>SPELLING ALIVE</u> | | | | SPELLING AVE |

Step Signs in Northome

9/17/98

POLICY 5
Date: 9/23/98

ITEM: Update on the city's Y2K compliance activities

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested. The city council is being updated on the city's Y2K compliance activities.

The city's Y2K compliance initiative is being spear-headed by Kris Grangaar, a Falcon Heights's resident, who volunteered to work on this activity for the city. The city staff is planning to meet with Kris to provide her with the materials that the League of Minnesota Cities is putting together to prepare cities' for taking on this effort. These materials include a comprehensive checklist of things to look for in Y2K compliance. The city also plans to send Kris to an LMC sponsored training session on this topic in December, 1998.

Kris will be attending a council meeting in late October or early November to update the city council on her efforts, thoughts about this issue and information on her upcoming November newsletter article on this topic.

ATTACHMENT:

- 1 Sample portions of the LMC Y2K Compliance Handbook that will be distributed to all cities in October, 1998

ACTION REQUESTED:

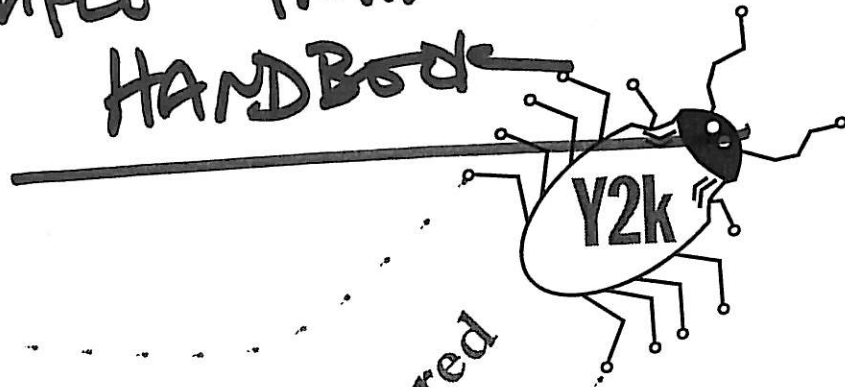
For information and discussion only.

~~DRAFT~~

HANDBOOK - SAMPLE

A Year 2000 Action Guide

~~SAMPLE FROM
HANDBOOK~~



Cities Aware, Cities Prepared

from
The League of Minnesota Cities



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- Outreach*
- Response*

Businesses

- Outreach*
- Response*

Sample Response Letter to Inquiries from Residents or Businesses

10 Newsletters, Articles & Resources

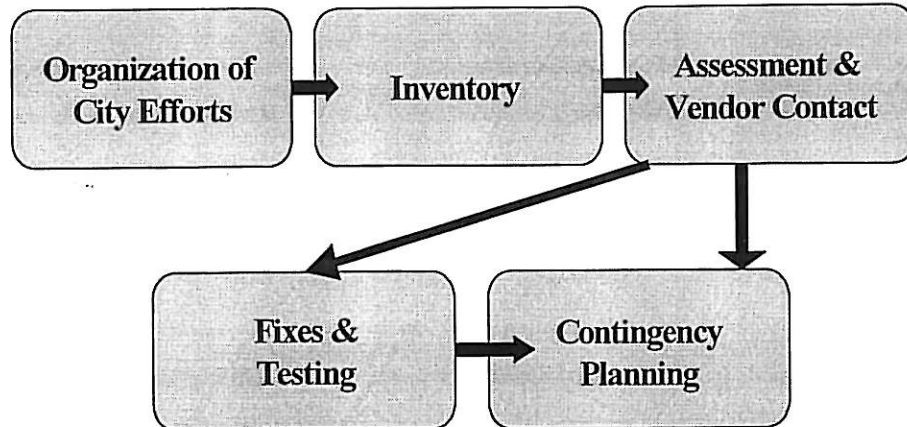
Resources

- Websites*
- Publications*

Newsletters

Flow Chart of Y2k Action Steps

(Each action step is described in detail in following chapters.)



Step 1: Organization of City Efforts

- Designate a Y2k Coordinator.
- Organize a Y2k team of key city staff.
- Adopt a city-wide Y2k policy.
- Keep all city staff aware of the city's Y2k efforts.

Step 2: Inventory

- Identify systems, equipment, and interfaces that could have Y2k problems.

Step 3: Assessment & Vendor Contact

- Assess the magnitude of the city's potential Y2k problem.
- Contact vendors and suppliers of systems and components identified as having potential Y2k problems to determine if problems indeed exist and how they can best be addressed.
- Contact interfaces to determine what actions are being taken to address potential Y2k problems.
- Prioritize systems and equipment by how critical they are to the operation of essential city services.
- *If the ability to fix Y2k problems in critical systems is at all questionable, prepare contingency plans.*

Step 4: Fixes & Testing

- Upgrade, modify, patch or replace equipment or systems with confirmed Y2k problems.
- Conduct tests to verify that fixes have resulted in full Y2k compliance.

Step 5: Contingency Planning

- Develop specific plans to deal with possible Y2k-related failures of city equipment and operations — the city may not be able to address or determine, all Y2k problems. Contingency plans for specific systems should be integrated into a city-wide Y2k Emergency Management Plan.

Checklist for Elected Officials

- Become informed on the Y2k issue — city staff and local government organizations can be helpful resources.
- Make addressing the Y2k problem a top priority for your city.
- Adopt a city-wide Y2k policy.
- Appoint a Y2k project coordinator to head the city's efforts.
- Discuss the Y2k problem with elected and appointed officials at all levels of government, especially those whose operations are closely tied to your city.
- Budget a contingency to address Y2k problems.
- Have the city attorney research legal ramifications of the Y2k problem for your city.
- Provide a central Y2k information resource for the community — city newsletters, direct mailings and websites are good information-sharing tools.
- Make sure all city staff, the media, residents, and businesses understand the basics of the Y2k problem and are kept informed about the city's efforts.
- Encourage residents and businesses to take responsibility for their individual Y2k problems (*to talk with their banks, employers, health care providers, etc.*).
- Ensure that the city's efforts result in a city-wide Y2k emergency management plan. The plan should be completed and all city staff understand their roles in its implementation before New Year's Eve, 1999.

City Equipment/Systems to Check for Y2k Problems

(Please read the list in its entirety—some equipment is multi-departmental.

Also, this is not a complete inventory list — cities may find additional suspect equipment.)

Office Equipment

- telephone systems
- voice mail/answering machines
- faxes
- photocopiers
- printers
- scanners
- equipment with date stamps (e.g. video equipment, scales, time clocks)
- personal computers
- laptop computers
- personal digital assistants (PDAs)/handheld computers
- wireless communication systems (e.g. cellular phones, pagers)
- mailroom equipment (e.g. postage meters)
- other: _____

Emergency Response: Police and Fire Operations

- emergency response phone and dispatch systems
- global positioning systems (GPS) used to track vehicles. *(May fail in August 1999 because of a separate date-related processing problem.)*
- EMT medical equipment (e.g., defibrillator, monitoring devices, blood analyzer)
- Breathalyser
- criminal records systems
- offender information systems (e.g. fingerprint identification systems)
- vehicles and fire trucks
- two-way radio systems

(emergency response contd.)

- wireless communication systems (e.g. cellular phones, pagers)
- radar systems
- security systems (e.g. door locks, safes and vaults)
- motion detectors
- parking ticket handhelds
- police and fire computer aided dispatch systems
- surveillance cameras
- air traffic control systems
- fuel dispensing systems (e.g. gas pumps)
- contingent systems or functions (e.g. systems or functions that are operated by others, but upon which the city is dependent for its emergency response operations)
- other: _____

Public Works

- traffic control systems
- flood/storm water control systems
- electronic scales
- meters
- water meter reading handhelds
- street maintenance systems
- geographical information systems (GIS)
- street lighting
- sprinkler/fountain systems
- fuel dispensing systems (e.g. gas pumps)
- other: _____

Water & Wastewater Systems

- pump controller systems

(water/wastewater contd.)

- chlorine injection or other effluent disinfecting systems (e.g. ultraviolet lights)
- lift station pump controllers
- telemetry systems
- vehicle computer systems
- equipment computer systems (e.g. mobile generators, mobile pumping equipment, construction equipment, maintenance and line cleaning equipment)
- wastewater line televising equipment
- contingent systems or functions (e.g. systems or functions operated by others, but upon which the city depends for its sewer/wastewater operations)
- other: _____

Building

Inspections/Engineering

- electrical generation/distribution
- gas distribution
- elevators, escalators, lifts
- building and premises security systems
- badge access systems
- emergency systems: power generators, lights, air, chemical
- heating, ventilation, air conditioning (HVAC)
- engineering permits
- engineering assessments reporting
- fire control systems (e.g., alarms, sprinkler systems)
- other: _____

**Administration/Finance/
Accounting**

- utility billing systems
- revenue systems and related tracking systems
(e.g. those that track parking tickets, invoices, assessments, business licenses)
- financial accounting systems
- purchasing systems
- payroll: time card and benefits systems
- tax collections
- credit cards
- other: _____

**Computer Network
Resources**

- routers
- modems
- switches
- file server
- disk controllers and drivers
- backup hardware and software
- print servers
- repeaters
- uninterruptible power supplies and software
- hubs
- CD-ROM tower
- other: _____

Software

- operating system software
- desktop applications
- graphics software
- desktop publishing software
- optical character reading software (OCR)
- virus scanning software
- desktop utility software
- custom software (desktop and network-based)
- network operating software
- network management software

(software contd.)

- client/server software
- imaging software
- other: _____

**Municipal Nursing Homes
and Hospitals**

- medical equipment
- medical records/patient information
- other: _____

Utilities

- energy control systems
- power grid systems
- power plants/stations
- other: _____

Liquor Stores

- cash registers
- bar code scanners
- other: _____

Interfaces

- banks
- other governmental entities
- automatic payroll
- billing
- dispatch
- other: _____

Service Providers

- banks
- bonding firms
- legal firms
- appraisal companies
- landfills
- maintenance companies
- trash collection companies
- electric utilities
- insurance providers
- telecommunications companies
- other: _____

Other

- library cards
- railroad switching systems
- robots
- satellites
- other: _____

S A M P L E
Letter to Equipment Supplier

(Date)

(Equipment Supplier Name)

(Address)

(City, State, Zip Code)

Re: Year 2000 Issues

Dear *(Equipment Supplier)*:

The City of _____ is working to identify all equipment that will be affected by the Year 2000 Problem. Many pieces of equipment and systems are programmed to calculate only a two digit code for the year (e.g. "98" for "1998"). It is important to address this issue now because when the year 2000 arrives (and in some cases before or after the year 2000), equipment may miscalculate the year as 1900 and not operate properly. This problem is not limited to computer hardware and software — any equipment that contains an embedded computer chip with a time or date function could be affected (such as traffic lights, security systems, fire alarm systems, elevators, etc.).

The city has identified the following equipment in its inventory as being obtained through your company:

Vendor:

Product Identification:

Make / Model / Year:

Description:

In order to ensure continuous delivery of essential services, we need to know if the equipment supplied by your company to the city will be ready for the year 2000. Please answer the following questions and contact us with the answers as soon as possible:

- 1. Are there any potential concerns with equipment purchased by the city through your company related to the Year 2000 problem?**
- 2. If so, how can these concerns be addressed?**
- 3. How can your company assist the city in dealing with these concerns?**
- 4. What is your estimate of how much solutions to address these concerns will cost the city?**
- 5. Who can the city contact at your company for assistance in addressing these concerns?**

Thank you for your cooperation and assistance in our effort to ensure public safety and continuity of essential city services.

Sincerely,

(Appropriate City Y2k contact)

City of _____



League of Minnesota Cities Insurance Trust
 Year 2000 (Y2K) Assessment Worksheet

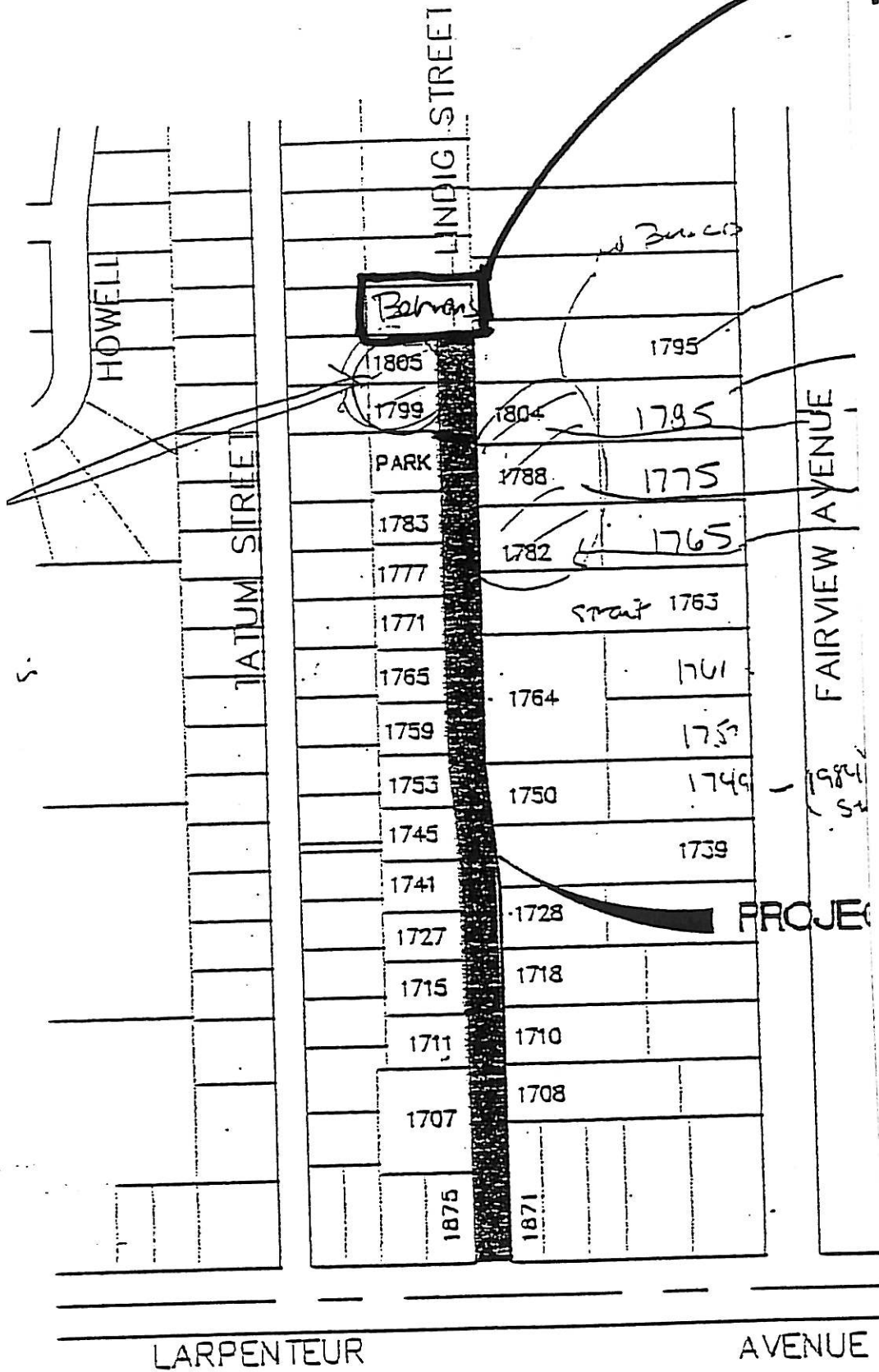
Name of Person Completing Form: _____ Page _____
 Title: _____ of _____
 Department/Function: _____
 Date Form Completed: _____ Page(s)

| # | Component | Make, Model #, Serial # Year | Risk Class | Manufacturer, Supplier, Vendor CONTACTED: | Manufacturer, Supplier, Vendor RESPONSE | | Repair or Replacement Ordered | Est. Cost to Repair or Replace | Repair or Replacement Completed | Y2K Compliance Testing Completed: | Contingency Plan in Place? |
|---|-----------|------------------------------|---|---|--|-----------|-------------------------------|--------------------------------|---------------------------------|---|----------------------------|
| | | | | | Date: | Response: | | | | | |
| | | | <input type="checkbox"/> Catastro. <input type="checkbox"/> Severe <input type="checkbox"/> Sustainable <input type="checkbox"/> Inconven. | | <input type="checkbox"/> OK as is <input type="checkbox"/> Repair <input type="checkbox"/> Replace | | \$ | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | | <input type="checkbox"/> Catastro. <input type="checkbox"/> Severe <input type="checkbox"/> Sustainable <input type="checkbox"/> Inconven. | | <input type="checkbox"/> OK as is <input type="checkbox"/> Repair <input type="checkbox"/> Replace | | \$ | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
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| | | | <input type="checkbox"/> Catastro. <input type="checkbox"/> Severe <input type="checkbox"/> Sustainable <input type="checkbox"/> Inconven. | | <input type="checkbox"/> OK as is <input type="checkbox"/> Repair <input type="checkbox"/> Replace | | \$ | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Request for an extension to Lindig Street

~~FOR LINDIG~~

Subject property



26

POLICY 6
DATE: 9/23/98

ITEM: Proclamation declaring October 5 - October 11, 1998 as "Cities Week" in the City of Falcon Heights

SUBMITTED BY: Mayor Sue Gehrz

EXPLANATION/DESCRIPTION:

The attached proclamation declares October 5 - October 11, 1998 as "Cities Week" in the City of Falcon Heights.

ACTION REQUESTED: Approve attached proclamation.

PROCLAMATION

Whereas, Cities are the gathering places for neighbors, families, and friends, and provide the cornerstone for creating and supporting the well-being of our communities; and

Whereas, After natural disasters hit many of Minnesota's cities in recent months, citizens, alongside their city officials, banded together to fight the rising rivers and clean up their communities; and

Whereas, All communities, whether simply growing and changing or dealing with disaster, provide a forum for citizens to reach out to each other, and share ideas and resources; and

Whereas, Citizens' involvement in their government is essential, from volunteering to serve in public office to simply understanding and caring about the government that is closest to the people; and

Whereas, Cities Week 1998 -- Celebrating Caring Communities -- promotes the value of cities and the role they play in developing communities and our home towns;

Now, Therefore, I, Sue Gehrz, Mayor of Falcon Heights, do hereby proclaim the week of October 5 through 11, 1998 to be

CITIES WEEK

in the City of Falcon Heights, Minnesota.