

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
July 28, 2021 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___

MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH___

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. July 7, 2021 City Council Workshop Minutes

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 7/23/21 \$391,268.09

Payroll through: 7/15/21 \$19,727.33

2. Approve City License(s)

3. Closing 2013A GO Improvement Bond Fund

4. Amend Fire Relief Association Bylaws

5. 2021 Pavement Management Project - Pay Estimate #3

G. POLICY ITEMS:

1. Surplus City Property - Fire Trucks

H. INFORMATION/ANNOUNCEMENTS:

I. COMMUNITY FORUM:

Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.

J. ADJOURNMENT:

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CITY OF FALCON HEIGHTS
City Council Workshop
City Hall
2077 West Larpenteur Avenue

MINUTES
July 7, 2021
6:30 P.M.

- A. CALL TO ORDER: 6:38PM
- B. ROLL CALL: ANDREWS_X_ GUSTAFSON_X_ LEEHY_X_
MIAZGA ___ WEHYEE_X_

STAFF PRESENT: THONGVANH_X_ THAMMAVONGSA_X_
- C. PRESENTATIONS:
- D. POLICY ITEMS:
 - 1. Police Services

Administrator Thongvanh

Discussion with the Ramsey County Sheriff Office regarding patrolling in the City of Falcon Heights. The City also reached out to the City of St. Anthony, City of Roseville, and City of St. Paul.

Undersheriff Jeff Ramacher, Ramsey County Sheriff's Office

Law enforcement is dealing with a lot of high level of stresses. Some of the stresses involved being in a bad environment and having to deal with mental health issues. Some have decided to take early retirements and others have taken time off from work. The Ramsey County Sheriff's Office is very excited to work with the State Fair this year. It will give them an opportunity for new officers to get more training, gain experiences, and have better communication skills.

Council Member Wehyee

I would like Sheriff Fletcher to come out and see the City Council and staff in-person and answer some questions. There needs to be better communication between the public, city staff, and the Sheriff's Office. The Sheriff's live patrol on Facebook is controversial because just like the show "Cops", it portrays certain demographics that continue to be stereotyped.

Undersheriff Jeff Ramacher, Ramsey County Sheriff's Office

I am proposing having one person assigned to the Contract Cities (Arden Hills, Shoreview, White Bear Township, Vadnais Heights, Little Canada, and Falcon Heights) responsible for all communication with the City's staff, residents, and the media. The person will provide timely and accurate information.

Administrator Thongvanh

I want to make sure the information is provided in a timely manner and that this will enhance communication between the Sheriff and the City. The City Council has voiced their concerns regarding the unresponsiveness of the Sheriff the last two years without an annual report. It was also conveyed to Undersheriff Ramacher that parking enforcement needs to improve, especially during Back to the 50's and the Hot Rod Nationals.

Undersheriff Jeff Ramacher, Ramsey County Sheriff's Office

Stated that it was a fail this year and they have been busy with providing police service to the State Fair. Although that is not an excuse.

2. Pavement Management (PMP)

Jesse Freihammer, City Engineer

There are three alleys in the city that are in tough shape. I wanted directions and how do we approach residents with options plan. The red lines on the map denote poor conditions because the drainage behind two or three of the properties in the alley. Letters will be sent to property owners that abut the red line areas and provide them an opportunity to petition for improvements.

Administrator Thongvanh

We will need an additional meeting to determine the right course of action when we receive feedback and petitions from property owners that abut an alley.

3. 2023 Pavement Management Project - Garden Ave Discussion

Jesse Freihammer, City Engineer

Street improvements for Garden Ave was discussed in 2013 and again in 2015. The project was delayed because of other priorities and that fact that additional feedback would be needed for layout options. Jesse provided various options to consider.

Administrator Thongvanh

The City Council will need to determine what the best option for the City is after additional feedback from the community.

Council Member Andrews

Communication is the key and having positive feedback from the residents.

4. Sister City

Council Member Yakasah Wehyee again introduced the idea of a Sister City and discussed the various benefits to the City of Falcon Heights. After further discussion, it was determined to not be feasible at this time because of other priorities such as police services, street projects and a new Community Park Building.

E. INFORMATION/ANNOUNCEMENTS:

F. ADJOURNMENT: 9:45PM

Randall C. Gustafson, Mayor

Dated this 19th day of July, 2021

Sack Thongvanh, City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 28, 2021
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 7/23/21 \$391,268.09 Payroll through: 7/15/21 \$19,727.33
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

*Payroll has not been processed

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PACKET: 02323 JULY 20 PAYABLOES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
-----	-----	-----	-----	-----	-----	-----
JUST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03110	CENTURY LINK					
I-202107197888		LANDLINES SS	72.73			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		LANDLINES SS		601 4601-85011-000	TELEPHONE - LANDLINE	72.73
		=== VENDOR TOTALS ===	72.73			
=====						
01-03122	CITY OF ST PAUL					
I-IN46078		ASPHALT MIX	521.12			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		ASPHALT MIX		101 4132-75000-000	BITUMINOUS PATCHING	521.12
		=== VENDOR TOTALS ===	521.12			
=====						
01-05115	GOPHER STATE ONE CALL					
I-1060384		LOCATES	126.90			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	126.90
		=== VENDOR TOTALS ===	126.90			
=====						
01-04563	HAAN, ERIN					
I-202107197889		CLASS CANCELLED REFUND	57.00			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		CLASS CANCELLED REFUND		201 34310-000	RECREATION FEES	57.00
		=== VENDOR TOTALS ===	57.00			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-3762890		COPIER CHRGS	42.83			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		COPIER CHRGS		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	42.83
		=== VENDOR TOTALS ===	42.83			
=====						
01-05670	METRO PRODUCTS INC					
I-160543		WASHERS AND TY WRAPS	24.25			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		WASHERS AND TY WRAPS		101 4131-70110-000	SUPPLIES	24.25
		=== VENDOR TOTALS ===	24.25			

PACKET: 02323 JULY 20 PAYABLOES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05263	MID CITY SERVICES-	INDUSTRIAL				
I-158553		FLOOR MAT SVC	42.15			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE	42.15
		=== VENDOR TOTALS ===	42.15			
=====						
01-05273	MN PUBLIC EMPLOYEES	INSURANCE				
I-1103379		HEALTH INS AUGUST	9,911.90			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		HEALTH INS AUGUST		101 4112-89000-000	MISCELLANEOUS	9,911.90
		=== VENDOR TOTALS ===	9,911.90			
=====						
01-06053	OREILLY AUTO PARTS					
I-202107197887		ANTIFREEZE AND TRANS FLUID	155.35			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		ANTIFREEZE AND TRANS FLUID		101 4132-70120-000	SUPPLIES	155.35
		=== VENDOR TOTALS ===	155.35			
=====						
01-06112	PIONEER PRESS					
I-621572540		LEGALS	34.20			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		LEGALS		101 4111-70410-000	LEGAL NOTICES	34.20
		=== VENDOR TOTALS ===	34.20			
=====						
01-06185	RAMSEY COUNTY					
I-PRRRV 001606		2ND QTR ELECTION CONTRACT	5,450.00			
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N		
		2ND QTR ELECTION CONTRACT		101 4115-80300-000	ELECTION CONTRACT	5,450.00
		=== VENDOR TOTALS ===	5,450.00			
=====						
01-06301	SAMS CLUB MC/SYNCB					
I-202107207890		ZOOM/BIKE RACKS/PAPER/SURVEY	1,551.13			
7/20/2021	APBNK	DUE: 7/20/2021 DISC: 7/20/2021		1099: N		
		PIONEER PRESS PAPER		101 4131-70110-000	SUPPLIES	32.00
		REC SPORTS TNG CLASS FOOD		201 4201-70100-000	SUPPLIES	157.06
		ZOOM VIRTUAL		101 4116-85040-000	VIRTUAL COMMUNICATIONS	220.11
		KITCHEN SUPPLIES		101 4131-70110-000	SUPPLIES	9.12
		SUPPLIES/ HAND SANITIZERS		101 4131-70110-000	SUPPLIES	87.64
		BIKE RACKS		101 4141-87120-000	FACILITIES & GROUND MAIN	479.16
		POWER ABSORTION CABLE RENTAL		101 4131-87010-000	CITY HALL MAINTENANCE	114.00
		SURVEY MONKEY SUBSCRIPTION		101 4116-70420-000	NEWSLETTERS/INFORMATION	384.00

PACKET: 02323 JULY 20 PAYABLOES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION

01-06301	SAMS CLUB MC/SYNCH	(** CONTINUED **)			
		THERMOSTAT AND GASKET		101 4132-70120-000	SUPPLIES 68.04
		=== VENDOR TOTALS ===	1,551.13		

01-05784 UPPER CUT TREE SERVICES

I-5088		TREE REMVALS AND TRIMMING	4,810.00		
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N	
		TREE REMOVALS/STUMPS		101 4134-84020-000	TREE REMOVAL 1,475.00
		TREE TRIMMING		101 4134-84010-000	TREE TRIMMING 3,335.00
I-5092		1369 IDAHO TREE REMOVAL/SUTMP	1,220.00		
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N	
		1369 IDAHO TREE REMOVAL/SUTMP		101 4134-84020-000	TREE REMOVAL 520.00
		TREE TRIMMING		101 4134-84010-000	TREE TRIMMING 700.00
		=== VENDOR TOTALS ===	6,030.00		

01-08003 WARNING LITES OF MINNESOTA INC

I-228371		INSATLL MEMORIAL SIGNS	499.50		
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N	
		INSATLL MEMORIAL SIGNS		101 4132-75100-000	STREET SIGNS 499.50
		=== VENDOR TOTALS ===	499.50		

01-07909 WASSON, LUKE

I-202107197886		REIMB REC SPORTS SUPPLIES	43.49		
7/19/2021	APBNK	DUE: 7/19/2021 DISC: 7/19/2021		1099: N	
		REIMB REC SPORTS SUPPLIES		201 4201-70100-000	SUPPLIES 43.49
		=== VENDOR TOTALS ===	43.49		
		=== PACKET TOTALS ===	24,562.55		

PACKET: 02325 JULY 22,2021`

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05778	MCCANN, MORGAN					
I-202107227893		RESSUE LOST CK	61.61			
7/22/2021	APBNK	DUE: 7/22/2021 DISC: 7/22/2021		1099: N		
		RESSUE LOST CK		101 4124-61510-000	DRILL COMPENSATION	61.61
		=== VENDOR TOTALS ===	61.61			
=====						
01-05665	METROPOLITAN COUNCIL					
I-202107227891		SAC FEES AMBER UNION APTS	157,449.60			
7/22/2021	APBNK	DUE: 7/22/2021 DISC: 7/22/2021		1099: N		
		SAC FEES AMBER UNION APTS		601 4601-85060-000	METRO SEWER CHARGES	157,449.60
		=== VENDOR TOTALS ===	157,449.60			
=====						
01-05843	MN NCPERS LIFE INSURANCE					
I-202107227892		LIFE INS	48.00			
7/22/2021	APBNK	DUE: 7/22/2021 DISC: 7/22/2021		1099: N		
		LIFE INS		101 21709-000	OTHER PAYABLE	24.64
		LIFE INS		204 21709-000	OTHER PAYABLE	1.60
		LIFE INS		601 21709-000	OTHER PAYABLE	15.52
		LIFE INS		602 21709-000	OTHER PAYABLE	6.24
		=== VENDOR TOTALS ===	48.00			
=====						
01-06184	RAMSEY COUNTY - POLICE AND 911					
I-emcom 009394		911 dispatch	2,546.43			
7/22/2021	APBNK	DUE: 7/22/2021 DISC: 7/22/2021		1099: N		
		911 dispatch		101 4122-81200-000	911 DISPATCH FEES	2,546.43
I-emcom 009411		CAD	348.81			
7/22/2021	APBNK	DUE: 7/22/2021 DISC: 7/22/2021		1099: N		
		CAD		101 4122-81200-000	911 DISPATCH FEES	348.81
		=== VENDOR TOTALS ===	2,895.24			
		=== PACKET TOTALS ===	160,454.45			

PACKET: 02329 JULY 23 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	-----ID-----	DESCRIPTION-----	DISCOUNT	GROSS	P.O. #	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05895			MOLNAU TRUCKING LLC						

I-202107237895			PAY ESTIMATE # 2		206,251.09				
7/23/2021	APBNK		DUE: 7/23/2021 DISC: 7/23/2021			1099: N			
			PAY ESTIMATE # 2				426 4426-92400-000	2021 STREET PROJECT	206,251.09
			=== VENDOR TOTALS ===		206,251.09				
			=== PACKET TOTALS ===		206,251.09				

MP #	NAME	AMOUNT
	SACK THONGVANH	4,011.94
	ASHLEIGH WALTER	1,563.04
	VANDARA THAMMAVONGSA	910.43
	ROLAND O OLSON	2,661.89
	LEON V XIONG	811.95
	MATTHEW CHERNUGAL	845.70
	TIMOTHY J PITTMAN	2,259.27
	DAVE TRETSVEN	1,813.02
	COLIN B CALLAHAN	1,990.77

TOTAL PRINTED: 9 16,868.01

7-08-2021 2:05 PM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 7/08/2021

MP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
	MORETTO, PAUL A	R	7/08/2021	2,049.35	090599
	WASSON, LUKE D	R	7/08/2021	358.09	090600
	GRAY, GABRIELLA J	R	7/08/2021	215.06	090601
	YARBROUGH-WRIGHT, PAULITO V	R	7/08/2021	236.82	090602

7-08-2021 2:05 PM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 7/08/2021

*** REGISTER TOTALS ***

REGULAR CHECKS:	4	2,859.32
DIRECT DEPOSIT REGULAR CHECKS:	9	16,868.01
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	13	19,727.33

*** NO ERRORS FOUND ***

** END OF REPORT **



REQUEST FOR COUNCIL ACTION

Meeting Date	July 28, 2021
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Ashleigh Walter Administrative & Communications Coordinator

Item	Approval of City License
Description	The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2021. Staff have received the necessary documents for licensure. <ol style="list-style-type: none"> 1. Rachael Witt- 1900 Tatum Street
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on fire inspection as required.

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 28, 2021
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Close the 2013A GO Improvement Bond Fund (311) to the Parks/ Public Works Capital Fund (403)				
Description	<p>A small fund balance of approximately \$ 7,500 remains after the completion of the debt service expenses for the 2013A GO Improvement Bond. This small fund balance does not represent any levy or special assessment revenue. Staff recommends transferring this balance to the Parks/Public Works Capital Fund (403) for future capital needs. Staff recommends the effective date of June 30, 2021.</p> <p>Budget line item amendments recommended are :</p> <table style="margin-left: 40px; border: none;"> <tr> <td>Fund 311: Transfer Out: 311-4311-97000</td> <td style="text-align: right;">7,500</td> </tr> <tr> <td>Fund 403: Transfer In: 403-000-39200</td> <td style="text-align: right;">7,500</td> </tr> </table>	Fund 311: Transfer Out: 311-4311-97000	7,500	Fund 403: Transfer In: 403-000-39200	7,500
Fund 311: Transfer Out: 311-4311-97000	7,500				
Fund 403: Transfer In: 403-000-39200	7,500				
Budget Impact	Close the 2013A GO Improvement Bond Fund and transfer any remaining balance to the Parks/Public Works Capital Fund (403).				
Attachment(s)	N/A				
Action(s) Requested	Staff recommends closing the 2013A GO Improvement Bond Fund (306) to the Parks/ Public Works Capital Fund (311) and approve the budget line amendments as recommended.				

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 28, 2021
Agenda Item	Policy F4
Attachment	Amended Fire Relief Bylaws
Submitted By	Sack Thongvanh, City Administrator

Item	Amend Falcon Heights Fire Relief Bylaws
Description	The Fire Relief Association request the City Council to amend their Bylaws to remove Section 2.10 (Year of Active Service) and modification to Section 2.6 (Definition of Year of Active Service) as highlighted in the amended document.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Falcon Heights Fire Relief Bylaws
Action(s) Requested	Motion to approve the amended Fire Relief Bylaws to delete Section 2.10 and modify section 2.6 to define a month of active service credit.

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***Falcon Heights Fire Department
Relief Association***



**Bylaws of
Falcon Heights Fire
Department Relief Association**

Date of Restatement: July 6, 2021

Revision Record

Sections Revised	Date	Submitted By
Added Revision section	12/13/2005	Gaffney
Added Section 13.2.1	12/13/05	Gaffney
Changed section 8.5, added Secretary	12/13/05	Gaffney
Changed section 2.5.2, five years to two years	12/13/05	Gaffney
Changed all 10 years to 5 years, referencing vesting period	12/13/05	Gaffney
Removed "Restatement" from title	12/13/05	Gaffney
Removed section 2.4	12/7/06	Johnson-Powers
Section 2.5 (now 2.4) combined subsections one and two, removing the distinction between vested and non-vested members and changing the deadline from 2 to 5 years	12/7/06	Johnson-Powers
Section 2.11 (now 2.10) Deleted the last sentence which called for prorating pensions based on partial years served.	12/7/06	Johnson-Powers
Changed date in title to December 6, 2006	12/7/06	Gaffney
Updated section 2.6 and 9.4	9/1/07	Johnson-Powers

Added section 6.4	02/02/2010	Huff
Changed Section 2.2.1, 2.2.2 and 2.2.3, Removed 2.2.4	02/02/2010	Huff
Changed Section 2.4	02/02/2010	Huff
Removed Section 2.7	02/02/2010	Huff
Changed Section 2.8	02/02/2010	Huff
Changed Section 13.1, 13.2, 13.3 Old Section 13.3 removed, replaced with old section 13.4	02/02/2010	Huff
Added Article 17	02/02/2010	Huff
Changed Section 4.2	11/22/2011	S. Tesch
Changed Sections 2.4.1 and 2.4.2.c	07/13/2013	M. Kruse
Reformatted Changes in Section 2.4.2.c	10/19/2013	S. Tesch
Addition to Article IX (9) section 9.10	09/06/2014	M. Kruse
Updated "Date of Restatement" in title	10/11/2014	S. Tesch
Changed Section 2.6 Removed Section 2.10	7/6/2021	M. Kruse

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Article I – Name, Location and Purpose

Section 1.1. – Name. The Name of this Association shall be Falcon Heights Fire Department Relief Association.

Section 1.2. – Location. The registered office of this Association shall be located at 2077 West Larpenteur Avenue, Falcon Heights, MN 55113.

Section. 1.3. – Purpose. This instrument constitutes the Bylaws of the Falcon Heights Fire Department, adopted for the purpose of regulating and managing the internal affairs of the corporation and shall serve as the written pension plan for the relief association. The Association is a governmental entity that receives and manages public money to provide retirement benefits for individuals providing the governmental services of firefighting. The objectives of the plan shall be to provide service pensions and ancillary benefits to members and dependants of the Falcon Heights Fire Department, hereinafter "Fire Department". All benefits issued by this association shall be governed by these bylaws and federal and state laws.

Article II – Definitions and Active Services Provisions

In these Bylaws, unless otherwise provided, the following terms shall have the following meanings, for purpose of active service provisions, the provision shall be interpreted as a definition and as a plan operational requirement.

Section 2.1. – Active Service. The active performance of fire suppression duties or the supervision of fire suppression duties. The performance of suppression or supervision of fire suppression duties includes meeting the requirements of Fire Department Standard Operating Procedures and call attendance requirements contained therein. Annually, the fire chief shall submit a written certification to the board of trustees that shall certify members' active service. Such certification shall be required to be submitted for approval by the board of trustees, by January 30 of each year.

Section 2.2. – Beneficiary. Pursuant to Minn. Stat. §424A.05, the beneficiary under this plan, that is entitled to receive a benefit following the death of an active, disabled, deferred or early vested member. The benefit shall be paid to the following persons, in the following succession:

1. To the Surviving Spouse and surviving child or children, in equal shares, or if there are no Surviving Spouse or children
2. To the beneficiary (which may be a trust created under Minn. Stat. Chapter 501B, if the survivor benefit will be distributed as a one-time lump sum payment) identified in writing, on forms supplied by the Secretary, and if no beneficiary is identified,
3. To the estate, as a death benefit.”

Section 2.3. – Board of Trustees. The Board of Trustees of the Association as specified under Minn. Stat. §424A.04. There shall be three ex-officio members. The three ex officio trustees shall be the mayor, the city finance director, and the chief of the municipal fire department.

Section 2.4. – Forfeiture. Forfeiture shall be defined as the portion of a member’s account balance that is forfeited for any reason.

1. If a member who is not 100% vested in his or her account balance separates from Active Service, the member shall forfeit the non-vested portion of his or her account balance when the member receives a distribution of the vested portion of his or her account balance or on January 1 of the year after the member does not return to active service with the Fire Department within 5 years from the member’s date of separation. The member’s forfeited share shall be allocated among the active members pursuant to Minn. Stat. Section 424A.016 and Section 9.5 of these Bylaws for the Plan Year in which the Forfeiture occurs.
2. A member who separates from Active Service and later rejoins the Fire Department may again become an active member by applying for membership in

accordance with Section 3.1. The following rules shall apply to a member who is accepted for membership following a break in Active Service:

- (a) If the member rejoins the Fire Department prior to receiving a distribution from the member's account, the member's years of Active Service shall include the member's years of Active Service before and after the break in service.
- (b) If the member rejoins the Fire Department after receiving a distribution from the member's account:
 - (1) the non-vested portion of the member's account shall not be reinstated; and
 - (2) the member's years of Active Service before the break in service shall not be included in determining the vested portion of the member's account that is attributable to the member's years of Active Service."
- (c) If the member rejoins the Fire Department more than 5 years after separating from Active Service, but prior to receiving a distribution from the member's account:
 - (1) the non-vested portion of the member's account shall not be reinstated; but
 - (2) the member's years of Active Service shall include the member's years of Active Service before and after the break in service.

Section 2.5. – Fiduciary Responsibility. In the discharge of their respective duties, the officers and trustees shall be held to the standard of care specified in section 11A.09. In addition, the trustees shall act in accordance with chapter 356A. Each member of the board is a fiduciary and shall undertake all fiduciary activities in accordance with the standard of care of section 11A.09, and in a manner consistent with chapter 356A. No trustee of the Association shall cause the relief association to engage in a transaction, if the fiduciary knows or should know that a transaction constitutes one of the following direct or indirect transactions.

- 1. sale or exchange or leasing of any real property between the relief association and a board member;
- 2. lending of money or other extension of credit between the relief association and a board member or member of the relief association;
- 3. furnishing of goods, services, or facilities between the relief association and a board member; or
- 4. transfer to a board member, or use by or for the benefit of a board member, of any assets of the relief association. Transfer of assets does not mean the payment of relief association benefits or administrative expenses permitted by law.

Section 2.6. ~~Length of Service. For purposes of computing benefits or service pensions payable, a year of service shall be defined as a period of 12 complete months of active service, which need not be consecutive, on the Fire Department. No volunteer shall be given credit for a year of~~

~~service unless that volunteer shall have completed an entire and complete year as an active volunteer member in good standing with the Fire Department. No volunteer shall be given credit for service during any periods of disability, medical leave, suspensions or department approved leaves of absence without specific and prior approval by the board of trustees. No portions or parts of years may be considered in determining the length of service for purposes of determining eligibility for benefits or amounts of benefits. Thus leaves of absence will affect total length of service in years but not necessarily the member's annual certification of service.~~

Definition of Year of Active Service - A year of active service will be defined as 12 months of active service in the Fire Department. A "month" is a calendar month in which the member completed at least 16 days of active service. Service pensions and ancillary benefits will be prorated monthly for fractional years of service.

Section 2.7. – Blank - Removed

Section 2.8. – Surviving spouse. The term 'surviving spouse' means the spouse of a deceased member who was legally married to the member at the time of death."

Section 2.9. – Trustees. The individuals designated as such by Minn. Stat. §424A.04 and by virtue of elected office, those that qualify as the ex-officio trustee.

~~Section 2.10. – Year of Active Service. For purposes of computing benefits, service pensions payable or calculating vesting requirements, a year of service shall be defined as a period of 12 full months of active service in the Fire Department.~~ – Blank - Removed

Section 2.11. – Domestic Relations Order. Any judgment, decree or order (including approval of a property settlement agreement) that complies with the provisions of Minn. Stat. §§518.58, 518.581, or 518.611.

Section 2.12. – Account. The record of the amounts credited to an individual under the plan, including amounts transferred from the defined benefit pension plan, plus contributions, forfeitures and investment income allocated under the plan.

Section 2.13. – Accounting date. December 31.

Section 2.14. – Contribution. The additions to the special fund from fire state aid and/or municipal contribution.

Section 2.15. – Plan Year. The twelve month period commencing on January 1 and ending December 31.

Section 2.16. – Valuation. A determination made by an investment manager, C.P.A., actuary or other professional as designated by the board. A valuation shall include a calculation that determines the fair market value of the total assets. The fair market value shall be determined based on the value at which the investments could be sold on an open market. The board of

trustees will determine the market value of any assets for which there is no readily determinable market value, upon consultation with the same designated professional. Where appropriate, the board of trustees shall have the discretion to use an independent appraiser to value the investments. The determination as to fair market value of investments shall not include selling those investments merely to determine their saleable value, and any transaction that shall result in churning of the account or other fraudulent activity, in order to conduct the valuation is prohibited. The professional shall not sell assets during the valuation process unless specifically directed to do so by the board. This definition also applies to the process of revaluing members' accounts and any other appropriate sections of these bylaws or activities of the board where assets or members' accounts are "valued".

Article III – Membership

Section 3.1. – Eligibility for membership. All active members of the Falcon Heights Fire Department including probationary members except members of the PERA Police and Fire Fund who are eligible for regular salary or overtime salary during volunteer activity are eligible for membership in the Falcon Heights Fire Department Relief Association. Application for membership shall be made in writing on a form supplied by the Secretary of the Relief Association. The application shall be reviewed for compliance with state statutory and plan requirements. If approved, the applicant shall be entered on the membership rolls

Section 3.2. – Classes of Membership. Members of this Association shall be classified in to three categories; active, deferred and disabled.

1. Active members are those that have not been suspended or expelled from this Association.
2. Deferred members shall be those former members who have retired from the Falcon Heights Fire Department and who have had an active period or periods of service in the Falcon Heights Fire Department for 5 years, but who have not reached the age of 50, or receive payment for the service pension from their account.
3. Disabled Members are those former members that have been permanently disabled due to injury or sickness while an active member and are no longer in active service with the Falcon Heights Fire Department.

Section 3.3. – Expulsion. Any member may be expelled from this Relief Association for cause by a two-thirds (2/3) vote of all members present at a regular or special meeting of the general membership. Cause for expulsion includes but is not limited to, failure to account for money belonging to the Association or feigning illness or injury for the purpose of defrauding the Association. The member shall have a right to a hearing before a quorum of the Board of Trustees. Written notice via registered mail will be sent to the individual at least 15 days prior to the hearing.

Article IV – Meetings and Elections of Officers

Section 4.1. – Annual Meeting of the Members. The annual meeting of the Association, for election of Association officers and two (2) Board Trustees shall be held on the first Tuesday in January each year. Written notice of the annual meeting shall be given to all members at least 7 days in advance. The place of the meeting shall be designated and may be changed from time to time by the Board of Trustees.

Section 4.2. – Regular Membership Meetings. The regular business meeting shall be held on the first Tuesday of the first month of each quarter. .

Section 4.3. – Special meetings. Special meetings may be called by the President and Secretary in cases of emergency. Notice of all special meetings shall be given to all members and the object of the meeting stated in such notice.

Section 4.4. – Order of Business. At meetings, the order of business of the Association shall be:

1. Call to order
2. Reading of minutes, if not distributed prior to one week before next meeting
3. Report of the Treasurer
4. Unfinished business
5. New Business
6. (covered in item # 4)Reading of Reports and Minutes of Board of Trustees, if not distributed prior to one week before next meeting
7. Election of officers or trustees (annual meeting)

Section 4.5. – Quorum at Membership Meetings. A majority of all active members in good standing of the Association constitute quorums of the transaction of business at annual, regular, and special meetings.

Section 4.6. – Quorum at Board of Trustee Meetings. A majority of members of the Board of Trustees shall constitute a quorum for the transaction of business at meetings.

Section 4.7. – Location of Board Meetings. A meeting of the Board of Trustees shall be held at the registered office of the Association in the City of Falcon Heights unless noticed of another place within the state as designated by the Board.

Section 4.8. – Notice. Subject to waiver, a notice of every meeting shall be sent or delivered by the Secretary to each trustee including ex-officio trustees, at least five (5), but not more than thirty (30) days, before the meeting, excluding the date of the meeting. Such notice shall set forth the date, time, place, and in case of a special meeting, the purpose.

Section 4.9. – Open Meeting Law. The association is governed by Minn. Stat. §13D.01 which requires that all meetings of the association be open to the public with rare exceptions. All

notices provided for by this association shall comply with Minn. Stat. §13D.04 which requires at a minimum that:

1. A schedule of regular meetings be kept on file at the association offices and,
2. For special meetings, a notice will be placed on the door of the meeting room, as the association has no principal location and no bulletin board in which to alert the public.

Article V – Officers

Section 5.1. – President. It shall be the duty of the President to attend and preside at all meeting of this Association and the Board of Trustees. The President shall enforce the due observance of Minnesota State Statutes, the Articles of Incorporation and the Bylaws and see that officers properly perform the duties assigned to them. The president shall sign all checks issued by the Treasurer and all other papers requiring the President’s signature. The President shall be a member of all committees and shall exercise careful supervision over the affairs of the Association. The President shall have other duties as assigned from time to time by the Board of Trustees.

Section 5.2. – Vice-President. It shall be the duty of the Vice-President to perform the duties of the President in the President’s absence. In the absence of both, it shall be the duty of the Association to appoint a President Pro-tempore, who shall perform the duties incident to the office. The Vice President shall have other duties as assigned from time to time by the President or Board of Trustees.

Section 5.3. – Secretary. It shall be the duty of the Secretary to keep a true and accurate record of the proceedings of all meetings of the Association and the board of trustees. The Secretary shall keep a correct record of all amendments, alternations and additions to the Constitution, Bylaws, or order of business in a separate book from the minutes of the Association. The Secretary shall cause a due notice of all special meetings of the Association and Board of Trustees. The Secretary shall keep a roll of membership, with date of joining, resignation, discharge, name of beneficiary in case of death, assessments paid and relief furnished. The Secretary shall, prior to entering upon the duties of office, give a bond in such sum and with such securities as may be required and approved by the Board of Trustees, conditioned upon the faithful discharge of the trusts and full performance of the duties of the office. The Secretary shall approve all checks issued by the Treasurer. The Secretary shall receive such salary as the Board of Trustees shall from time to time fix, subject to the approval of the Association. The Secretary shall prepare all paperwork and obtain required signatures for relief benefits due to the membership and insure benefits are distributed to appropriate parties. The Secretary shall receive all monies due to the Association and pay the same over to the Treasurer, taking a receipt of the same, and failing to do so the Secretary may be impeached and expelled from the Association. The books of the Secretary shall be at all times open to inspection by the Board of Trustees. The Secretary shall prepare and process all correspondence as needed. The Secretary shall sign all orders for payment issued to the Treasurer, and jointly with the Treasurer prepare and file all reports and statements required by laws. The Secretary shall have other duties as assigned from time to time by the Board of Trustees.

Section 5.4. – Treasurer. It shall be the duty of the Treasurer to receive all monies belonging to the Association and to hold them subject to the order of the President and countersigned by the Secretary and no others. The Treasurer shall keep separate and distinct accounts of all General and Special funds, and shall prepare and present to the Board of Trustees a full and detailed statement of the assets and liabilities of each fund and separately at each annual meeting of the Board of Trustees. The Treasurer shall deliver to the successor in office, or any committee appointed by the Board of Trustees to receive the same, all monies, books, papers, etc., pertaining to the office immediately upon the expiration of term of office. Failing in his/her obligations, he/she may be impeached and expelled from the Association. The Treasurer shall, prior to entering upon the duties of office, give a bond in the sum and with such securities as may be required and approved by the City Council conditioned upon the faithful discharge of the trusts and full performance of the duties of the office. The amount of the bond will be equal to at least ten percent (10%) of the assets of the Association; however, the amount of the bond need not exceed \$500,000.00. Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements required by law. The treasurer shall receive such a salary as the Board of Trustees shall from time to time fix subject to the approval of the Association. The Treasurer shall have other duties as assigned from time to time by the Board of Trustees.

Article VI – Board of Trustees

Section 6.1. – The Board of Trustees shall consist of six (6) members elected by the membership - President, Vice President, Secretary, Treasurer, and two (2) Trustees -and three (3) ex-officio members consisting of the Fire Department Chief, Mayor and Finance Director.

Section 6.2. – Two Board members shall be elected for one (1) year terms at each annual meeting of the Association. A vacancy on the Board may be filled by the remaining Board members at any regular, or special meeting, shall hold office only until the next special or annual meeting of the Association membership when the successor shall be elected by the membership for the remainder of the term.

Section 6.3. – Compensation. As compensation for services to the Association by the President, Secretary and Treasurer, the membership may at the Annual Association meeting authorize payment of an aggregate salary expense payable from the Special Fund to these officers. The Board shall then apportion that aggregate authorized amount to reflect the services respectively rendered by those officers during the prior year. All other Board members can receive a nominal fixed payment from the General Fund for each Board meeting attended. The amount shall be recommend by the Board to the membership and approved by the membership at their Annual Association meeting. Administrative expenses incurred by the Board members in fulfilling their administrative responsibilities shall be paid from the Special Fund.

Section 6.4. – Resolved that the Association shall indemnify any person who is a member of the Board of Trustees of the association in accordance with, and to the maximum extent permitted by, the provisions of Minnesota Statutes 356A.11. In consideration of such right of indemnification, the Association shall have the right to appoint counsel of its choosing in any action brought against any such person, to protect the interests of the Association.

Article VII – Investments

Section 7.1. – Prudent Person. The Board of Trustees shall discharge their duties in good faith and with that diligence and care which an ordinarily prudent person would exercise under similar circumstances.

Section 7.2. – Investment Duties. It shall be the duty of the Board of Trustees to prepare modes and plans for the safe and profitable investment of the unappropriated funds of the Association and whenever investments are made, to investigate and pass upon the securities offered and to attend to the drawing and execution of necessary papers. The Board shall order an audit of the books and accounts of the Secretary and the Treasurer annually, according to law, and shall submit a written report of the condition of the Association to the members at the annual meeting. The investment of the funds of the Association shall be in the exclusive control of the Board of Trustees, in conformance with state statutes, the bylaws, and the investment policy attached hereto. The Board of Trustees shall meet with the Investment Committee. The members of the Board shall act as Trustees with a fiduciary obligation to the State of Minnesota, to the City of Falcon Heights and the members of the Association.

Section 7.3. – Investment Committee. The Board of Trustees may designate two or more Association members to sit on an investment committee. The treasurer, the president and an ex-officio member shall sit on the committee. The investment committee shall investigate and make recommendations to the Board of suitable investments for Association funds among those permitted by Statute, the bylaws and the investment policy attached hereto.

Section 7.4. – Brokers' Certification. The board of trustees shall comply with Minn. Stat. §356A.06, Subd. 8b that requires the relief association to provide annually to any brokers, a written statement of investment restrictions pursuant to statute or the investment policy that apply to the special fund. Upon receipt of the written statement of investment restrictions, each broker handling investments of the Association shall acknowledge, in writing annually the receipt of the investment restrictions. The acknowledgment shall contain a statement of the broker's agreement to handle the Association's investments pursuant to the written restrictions.

Section 7.5. – Consultant Certificate of Insurance. Before employing or contracting with a consultant, the secretary of the relief association must obtain a copy of the consultant's certificate of insurance. A consultant is an individual or firm providing legal or financial advice, including an actuary; attorney; accountant; investment advisor, manager, counselor, or investment manager selection consultant; pension benefit design advisor or consultant; or any other financial consultant.

Section 7.6. – Continuing Education Plan. The board of trustees shall develop and periodically revise a plan for continuing education for all members and officers of the board of trustees in order to ensure that trustees keep abreast of their fiduciary responsibilities as required by Minn. Stat. §356A.13.

Article VIII – Funds

Section 8.1. – Funds. All monies received from the Association shall be kept in two separate funds as follows:

Section 8.2. – General Fund. The funds received by the Association from dues, fines, initiation fees and entertainment shall be kept in the general fund and may be disbursed upon a majority vote of the members of the Board of Trustees for any purpose reasonably suited to promote the welfare of the Association and its members.

Section 8.3. – Special Fund. All funds received by this Association qualifying as state aid received pursuant to law, all taxes levied by or other revenues received from the city pursuant to law providing for municipal support for the relief association, any monies or property donated, given, granted or devised excluding fundraiser proceeds, by any person which is specified for the use for the support of the Special Fund, and any interest earned on the assets of the Special Fund. Any tax sources and other money which may be directly donated or transferred to said fund, shall be kept in a separate account on the books of the Treasurer known as the Special Fund and shall be disbursed only for the following purposes.

1. Payment of members' service pension benefits in accordance with these bylaws;
2. Payment of ancillary benefits in accordance with these bylaws;
3. Administrative expenses as limited by Minn. Stat. §69.80.
4. Payments of fees, dues and assessments to belong to the Minnesota State Fire Department Association and to the Minnesota Area Relief Association Coalition in order to entitle relief association members to membership in and the benefits of the association or organizations.
5. Payment of insurance premiums to the state Volunteer Firefighters Benefit Association, or an insurance company licensed by the state of Minnesota offering casualty insurance, in order to entitle relief association members to membership in and the benefits of the association or organization.

All other expenses of the Association shall be paid out of the General Fund.

Section 8.4. – Deposits. All money belonging to this Association shall be deposited to the credit of this Association in such banks, trust companies, savings and loan associations or other depositories as the Board of Trustees may designate. The board of trustees shall make deposits in conformance with state statute and the investment policy, attached hereto.

Section 8.5. – Disbursements. No disbursement of the funds of this Association shall be made except by checks drawn by the Treasurer and countersigned by the President , Vice President or Secretary. Except when issued for salaries, pensions and other fixed charges, the exact amount of which has previously been determined by the Board of Trustees or the members, no check shall be issued until the claim to which it relates has been approved by the Board of Trustees.

Article IX – Benefits

Section 9.1. – Type of Benefit. The exclusive pension provided by the Association is a "defined contribution lump sum service pension" as defined in Minnesota Statutes, Section 424A.02, subdivision 4.

Section 9.2. – Service Pensions. Any volunteer firefighter who (1) has attained the age of fifty years, (2) has served five or more years as a volunteer firefighter (3) has permanently separated from active service and (4) has five or more years in good standing as a member of the association, shall be eligible to receive a lump payment of his or her account balance less any administrative fees or requisite deductions, at the time of his or her retirement and application for payment. The pension payment shall be paid to the member pursuant to Article X – Timing and Modes of Distribution.

Section 9.3. – Applications and purposes of pension provisions. The provisions of this article apply to individuals who are members of the Association and members of the Fire Department. An individual shall not be considered a member of the Association after receiving a lump sum distribution of his pension benefits or ancillary benefits, from the Association.

Section 9.4. – Eligibility to share in contributions. An individual shall be eligible to share in the contributions and forfeitures, if any, for the plan year only if the individual is credited at least one month of active service and (a) is a member of that Plan Year or (b) terminated membership during the Plan Year for reasons other than death or disability.

Section 9.5. – Allocation of Contributions.

1. Allocation Rule. Contributions to be made to the special fund and forfeitures, if any, for a Plan Year shall be allocated among the individuals entitled to share in the contributions for such Plan Year under section 4, in the ratio that the months of service credited during such Plan year for each such individual bears to the Months of Service credited during such Plan Year for all such individuals.
2. Time of Making Allocations and Time of Funding. Allocations under sub-section (a) shall be made as of the accounting date, after each Account has been adjusted for gains or losses. The calculation of each Member's share of the Association's fiscal year and receipt by the Association of the audited financial report prepared by the Secretary and the Treasurer for that year. The Treasurer shall submit to the Trustees for approval that amount to be credited to each member's account.
3. Make-up contributions for omitted members. If, after the contribution for a Plan Year has been made and allocated, it should appear that, through oversight or a mistake of fact of law, a Member (or individual who should have been a member) who was entitled to share in such contribution received no allocation or received an allocation which was less than he should have received, the Trustees may, at their election, and in lieu of reallocating the prior contribution, make a special make-up contribution out of unallocated earnings for the Account of such member in an amount adequate to provide for him the same contribution for each Month of Service as would have been allocated to his Account if such oversight or mistake had not been made. Unallocated earnings

include any income of the Special Fund earned since the preceding accounting date that has not yet been credited to the Member's account pursuant to Section 7 (a).

Section 9.6. – Individual Member's Accounts.

1. Annual Reports. A member shall be entitled to inspect his or her account balance and transactions in the member's account by giving reasonable notice to the Treasurer, of the request. At least annually, (no later than the thirtieth of June), the Treasurer will provide each member with a written report of the member's account balance and vesting level as of the most recent accounting date and any account transactions (such as distributions), contributions and forfeitures) during the prior Plan Year.

Section 9.7. – Periodic Adjustment of Accounts and Forfeitures

1. Annual Adjustments. As of each accounting date, the account of each member, former member and beneficiary shall be revalued. As of each accounting date, the trustees shall value the assets of the special fund at their fair market value and determine the net investment gain or loss of such assets since the preceding accounting date. In determining the net investment gain or loss (1) the accrual basis of accounting shall be used (unrealized appreciation or depreciation shall be taken into account), and (2) contributions to the special fund and payments or distributions from the special fund to provide benefits for members, former members and beneficiaries shall not be considered as gains or losses of the special fund.

After the close of the plan year, the net investment gain or loss for said Plan Year shall be credited or debited, as of the accounting date for such Plan Year, to the respective accounts containing such assets and which are existing on said accounting date in proportion to the value of each such account on the preceding accounting date, but reduced by forfeitures or distributions from said account made during the plan year.

The value of each account, as adjusted by the preceding provisions of this section, increased by contributions and forfeitures allocated to such account and reduced by distributions or forfeitures from such account for that Plan Year, shall be the value of said account on the accounting date for the plan year.

2. Adjustment on direction. A valuation of the special fund shall be made as of any other date specified by the Trustees, and this date shall be considered an accounting date.

Section 9.8. – Benefit Eligibility. To be eligible to receive a service pension a member must meet all of the following requirements:

1. Have retired from the fire department of the municipality and be permanently separate from active service;
2. Have completed at least 5 years of active service with such department before retirement; and
3. Have been a member of the Association in good standing at least 5 years prior to such retirement.

Section 9.9. – Application for Service Pension. All applications for pensions or deferred pension status shall be submitted to the Board of Trustees at a regular or special meeting of the Board. An application form will be provided by the Secretary of the Association containing the following information:

1. Age of the applicant.
2. Length of service the applicant has been a member of the Association.
3. Such other information as the Board of Trustees may require by including lawful requests for information or questions on an application form for benefits which has been adopted by the Board of Trustees.

Application for benefits shall be made by or on behalf of the applicant within ninety (90) days prior to the date that the pension commences, and no pension benefits shall be paid for a period covering more than ninety (90) days before the application is made.

Section 9.10. – It shall be the duty of the Board to approve applications for service pensions if the applicant meets all of the eligibility requirements set forth in these bylaws. It shall also be the duty of the Board not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the Board shall return the application to the applicant within thirty (30) days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board, within the next thirty (30) days, on the question of whether the applicant meets all of the eligibility requirement. If an application is not approved, the applicant may appeal and such appeal shall comply with Article XIV - Procedure for Review. If the application is approved, the service pension shall be paid as a service pension to such applicant. The association will pay the member out of the special fund a service pension equal to the value of the member's individual account as determined by the next end of month accounting statement after the board has received and approved the member's application for payout.

Section 9.11. – Notice of Intent to Take Distribution. It shall be the duty of each member who intends to request a service pension from the association, to file a notice of intent to take distribution. Such notice shall be in writing and shall be filed the Secretary not less than 3 months (90 days) prior to the date of submission of application for service pension. Upon receipt of a notice, the Secretary shall provide any notices as required by state or federal law and the application forms for service pension payments.

Article X – Timing and Modes of Distribution

Section 10.1. – Expertise Should Be Sought. Because of the varying circumstances in each member's retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, insurance and/or estate planner, or an attorney. Alternate payment methods on the Application Form shall include.

1. Check. A single Lump sum check payment payable to the eligible retiree; or
2. Annuity. Lump Sum payment by the Association to a recognized insurance carrier licensed to do business in this state and approved for this product by the Commerce Commissioner under Minn. Stat. § 60A.40.
3. Rollover to IRA. Rollover to an IRA account pursuant to Section 10.2.

Section 10.2. – Rollover Procedure. Upon written request from the retiring member who has given proper notice of retirement, the Secretary or Treasurer shall directly transfer the service pension amount into an Individual Retirement Account under Section 408(a) of the Internal Revenue Code, as amended.

Article XI – Ancillary Benefits

Section 11.1. – Survivor Benefits. A member's Beneficiary shall be eligible to receive a benefit upon the death of a deferred, disabled, active, or retired Member who has not yet received his or her full retirement benefit.

1. Upon the death of an active member or disabled member who has not yet received his or her disability benefits, who is in good standing, the association shall pay to the member's benefit, the remaining full account balance as of the end of the year in which the member's death occurred.
2. In the event that the death occurs after the member has terminated or retired from the Fire Department, only the vested portion of the pension, as determined under Article XII – Early Vesting shall be distributed.

Section 11.2. – Disability Benefits. A member who is permanently disabled from being an active firefighter on the Fire Department may be eligible for a disability benefit in lieu of retirement. Upon approval of the Board of Trustees pursuant to this section, the following disability benefits will apply. A member who is permanently disabled with a service-related disability incurred in the line of duty, shall be eligible to collect a disability benefit in an amount equal to his or her full account balance as of the end of the year in which the application for disability pension is made. The member shall be eligible to receive the disability benefit immediately upon approval of the Board of Trustees.

1. No Further Benefits. Any such disability benefit paid in accordance with this section shall be in lieu of all rights to further service pension and survivor's benefit.
2. Disability defined. Disability is defined sustaining an injury or impairment, incurred in the line of duty, that results in the member's inability to engage in performance of his/her duties as a firefighter by reason of a medically determinable physical or psychological impairment that is certified by a physician, surgeon or chiropractor acceptable to the board of trustees, which can be expected to last for a continuous period of not less than twelve months or can be expected to result in death, that was incurred in the line of duty as a firefighter with the City of Falcon Heights.

3. Reports Required. No member shall be paid disability benefits except upon the written report of a physician, surgeon or chiropractor of the member's choice. This report shall set forth the diagnosis and prognosis of the disability, disease or injury of the member. Each such report shall be filed with the association.
4. Procedure. All applications for disability benefits shall be made within six months after such applicant has ceased to be an active member of the fire department. Written application shall be made to the Board setting out the nature and cause of such disability. This application shall be under oath by the member or his or her immediate family. The application shall be tabled until the next meeting so that the applicant may be examined by a physician, surgeon or chiropractor of the member's choice. The physician, surgeon or chiropractor shall submit a written opinion concerning the diagnosis and prognosis of the applicant's disability and its probable duration of permanence. The Board of Trustees has the discretion to request that another doctor, selected by the board, examine the applicant. Final determination of disability will be based on the reports of at least one doctor and by a 2/3 majority vote of a quorum of the Board of Trustees present at the subsequent association meeting.
5. Proof Required. An applicant shall not be considered under a disability unless the member furnishes adequate proof of the existence thereof. An applicant's statement as to pain or other symptoms will not alone be conclusive evidence of disability as defined in this section.
6. Grievance Procedure. If the applicant for disability benefits feels the he/she has been aggrieved by any action of Board, the member shall, within sixty (60) days from notice of such action of the Board, file written objections and the reasons thereof with the Board and shall be allowed to appeal the determination pursuant to the Procedure for Review in these bylaws.

Article XII – Early Vesting Provision

Except as provided in section 2, in the event a member with five (5) years or more but less than twenty (20) years of active service on the Fire Department resigns or otherwise becomes a nonmember, that person shall be entitled to the following benefits that represents the nonforfeitable portion of:

Completed Years of Service Nonforfeitable Percentage of Pension Amount

5	40 percent
6	44 percent
7	48 percent
8	52 percent
9	56 percent
10	60 percent
11	64 percent
12	68 percent
13	72 percent
14	76 percent
15	80 percent
16	84 percent
17	88 percent
18	92 percent
19	96 percent
20 and thereafter	100 percent

Section 12.2. – In the event any member of the Falcon Heights Fire Department with at least five (5) years or more of active service on the Falcon Heights Fire Department resigns or otherwise becomes a nonmember, where that person was an active member of the Falcon Heights Fire Department at any time during the period from June 2, 1992 to November 4, 1997, that person shall be entitled to an unreduced service pension. The service pension may be paid when the retiring member meetings the minimum age requirement of Minnesota Statutes, Section 424A.02, Subdivision 1.

Article XIII – Deferred Pension Status

Section 13.1. – Deferred pension rolls. A member of the Association who has at least five (5) years of Active Service, but has not reached the age of 50 years, may retire from said fire department and be placed on the deferred pension roll. Upon reaching the age of 50 years, and provided that membership in good standing in the Association has been maintained for at least five (5) years, upon approval of a valid written application therefore, such member shall be paid a deferred pension. A member who is on the deferred pension roll shall not be eligible to receive any of the ancillary benefits provided for in these Bylaws except those that are specified in Section 13.3.

Section 13.2. – Amount of Deferred Pension. The amount of an eligible member's deferred pension shall be the vested percentage of the member's account balance as of the most recent accounting date prior to the date of distribution. Deferred member's account balances will be subject to the same market fluctuations and accounting costs as active members.

Section 13.3. – Survivor Benefits. If the member dies while on the deferred pension roll and that benefit is yet unpaid, the total deferred pension applicable at the time of death shall be paid to the member's beneficiary in accordance with Article XI - Ancillary benefits.

Article XIV – Procedure for Review

Section 14.1. – Right to Appeal. In the event that the Board of Trustees denies an application for a service or ancillary pension benefit, the member shall be entitled to the right to appeal the determination.

Section 14.2. – Member Requirements. If an application is not approved, the board shall return the application to the applicant within 30 days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full board, on the question of whether the applicant meets all of the eligibility requirements. The member shall indicate that the member intends to appeal by furnishing the board with a written intent to appeal that is filed with the Secretary of the association within 30 days of receiving an adverse determination. The intent to appeal shall be certified, in writing, by the member.

Section 14.3. – Review of Appeal. Upon receipt of the written intent to appeal, the Board of Trustees shall hold a special meeting within 60 days of receipt of the written intent to appeal. Timely notice of the meeting shall be given to the member at least 15 days prior to the special meeting. The member shall have the reasonable opportunity to be heard by the Board of Trustees at the special meeting with regard to the negative determination. The board reserves the right to engage the services of a mediator or arbitrator, acceptable to both parties, at any time during the appeal. The mediator or arbitrator shall be selected from the Rule 114 Supreme Court Roster. The cost of the mediator or arbitrator shall be split in half among both parties.

Article XV – Limits on Benefits

Section 15.1. – Domestic Relations Order. A domestic relations order shall be accepted by the plan administrator if in compliance with state and federal law. No benefits shall be paid under a domestic relations order which requires the plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan or under state law.

Section 15.2. – Garnishment, judgment or legal process. No service pension or ancillary benefits paid or payable from the special fund of a relief association to any person receiving or entitled to receive a service pension or ancillary benefits shall be subject to garnishment, judgment, execution, or other legal process, except as provided in Minn. Stat. §§518.58, 518.581, or 518.611.

Section 15.3. – Assignments. No person entitled to a service pension or ancillary benefits from the special fund of a relief association may assign any service pension or ancillary benefit payments, nor shall the association have the authority to recognize any assignment or pay over any sum which has been assigned.

Section 15.4. – Limitations on Ancillary Benefits. Following the receipt of a lump sum death benefit neither a member's surviving spouse or estate is entitled to any other or further financial relief or benefits from the Association.

Section 15.5. – Limitations on Rejoining the Fire Department, and Thereby Rejoining the Association. All members who retire or otherwise separate from active service and are paid a benefit from the relief association are encouraged to consider and weigh their decision carefully prior to separation from service. Such separation will be considered permanent per state law. A member who has retired, and has taken his or her distribution, shall not be eligible for reinstatement as a member. In addition, pursuant to Minn. Stat. 424A.02, Subd. 9(b), the member shall not be eligible to accrue further active service and shall:

1. Repay any pensions that have been paid to the special fund of the association and such pension benefit amounts shall immediately be repaid,
2. The amount shall be repaid within sixty (60) days of reinstatement.

The Association does not take responsibility for any penalties incurred on distribution options such as IRAs or cash payments due to the fact that distributed benefits must be repaid to the association.

Article XVI – Amendments

Section 16.1. – Amendments. The Bylaws of this Association may be amended at any regular meeting by a vote of two-thirds (2/3) of the members present, provided that members present constitute a quorum and provided that notice of any proposed amendment shall be given by reading the same at a regular meeting next preceding that upon which such amendment is acted upon. A further stipulation pertaining to any change in the Bylaws relative to that purpose, amount or manner of disbursements, by the Association shall obtain the approval of a three-fifths (3/5) majority of the members of the City Council of the City of Falcon Heights.

Section 16.2. – Filing. The Bylaws of the Association shall be filed with the President and Secretary and may be inspected by any member of the Association upon request. A copy of the duties of the Board of Trustees will be furnished to each member of the Board.

Article XVII – Military Service

Section 17.1. – Authorization. Subject to the restrictions stated in Minn. Stat. § 424A.021, a volunteer firefighter who is absent from firefighting service due to service in the uniformed services, as defined in United States Code, title 38, section 4303(13), may obtain an allocation by the Association as though the person was an active member for the period of the uniformed service, not to exceed five years, unless a longer period is required under United States Code, title 38, section 4312.

Section 17.2. – Limitations.

1. To be eligible for an allocation as though an active member under this section, the volunteer firefighter must return to firefighting service with coverage by this Association or its successor upon discharge from service in the uniformed service within the time frame required in United States Code, title 38, section 4312(e).
2. An allocation as though an active member is not authorized if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions. An allocation as though an active member is also not authorized if the firefighter fails to provide notice to the fire department that the individual is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.”

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REQUEST FOR COUNCIL ACTION

Meeting Date	July 28, 2021
Agenda Item	Consent F5
Attachment	Pay Estimate #3
Submitted By	Jesse Freihammer, City Engineer

Item	Request for Approval of Pay Estimate #3 for the 2021 Pavement Management Project
Description	<p>Pay Estimate #3 is attached for the work on the 2021 Pavement Management Project. Pay Estimate #3 is in the amount of \$194,066.04 and includes the following work:</p> <ul style="list-style-type: none"> • Concrete Curb and Gutter • Concrete Sidewalk • Pavement Milling and Paving <p>The project engineer and contractor have reviewed and approved the estimate, and it is submitted for Council approval. With this pay estimate, the total amount paid to date on this project is \$510,354.05 or 55.63% of the original contract price.</p>
Budget Impact	<p>This project has the following financial implications for the city and property owners along the streets under this maintenance project:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. • Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	<ul style="list-style-type: none"> • Pay Estimate #3
Action(s) Requested	Motion to approve Pay Estimate #3 for the 2021 Pavement Management.

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Contract Number: FH21-02
Pay Request Number: 3

Project Number	Project Description
FH21-02	Falcon Heights 2021 Pavement Management Project

Contractor: Molnau Trucking LLC 32296 State Hwy 25 belle plaine, mn 56011	Vendor Number: Up To Date: 07/22/2021
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Contract Amount		Funds Encumbered	
Original Contract	\$964,222.53	Original	\$964,222.53
Contract Changes	\$1,440.26	Additional	N/A
Revised Contract	\$965,662.79	Total	\$964,222.53

Work Certified To Date	
Base Bid Items	\$535,774.53
Contract Changes	\$1,440.26
Material On Hand	\$0.00
Total	\$537,214.79

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$181,595.26	\$537,214.79	\$26,860.74	\$316,288.01	\$194,066.04	\$510,354.05
Percent: Retained: 5%			Percent Complete: 55.63%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By:
Stephanie Smith

 Project Engineer

Approved By:
nick or sons Molnau

 Contractor

Date: *07/22/2021*

Date: *07/22/2021*

Approved By

 Project Owner

 Date:



Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-06-16	\$115,828.34	\$5,791.42	\$110,036.92
2	2021-07-08	\$239,791.19	\$33,540.10	\$206,251.09
3	2021-07-22	\$181,595.26	(\$12,470.78)	\$194,066.04

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Albert		\$21,914.03	\$1,095.70	\$12,556.84	\$8,261.49	\$20,818.33
Arona		\$28,549.45	\$1,427.47	\$21,678.39	\$5,443.59	\$27,121.98
Asbury		\$10,915.56	\$545.78	\$9,463.28	\$906.50	\$10,369.78
Crawford		\$6,446.95	\$322.35	\$2,601.71	\$3,522.89	\$6,124.60
E. Snelling		\$25,852.21	\$1,292.61	\$360.21	\$24,199.39	\$24,559.60
Fry		\$12,674.51	\$633.73	\$0.00	\$12,040.78	\$12,040.78
Lindig		\$70,961.41	\$3,548.07	\$53,677.88	\$13,735.46	\$67,413.34
Pascal		\$29,407.79	\$1,470.39	\$12,891.17	\$15,046.23	\$27,937.40
Ruggles		\$3,630.76	\$181.54	\$2,303.56	\$1,145.66	\$3,449.22
Sanitary Sewer		\$47,371.60	\$2,368.58	\$24,781.80	\$20,221.22	\$45,003.02
Simpson		\$16,974.69	\$848.73	\$13,382.14	\$2,743.82	\$16,125.96
St. Mary's		\$13,117.73	\$655.89	\$0.00	\$12,461.84	\$12,461.84
Storm Sewer		\$78,541.33	\$3,927.07	\$49,104.07	\$25,510.19	\$74,614.26
Tatum		\$154,707.43	\$7,735.37	\$113,486.97	\$33,485.09	\$146,972.06
W. Snelling		\$16,149.34	\$807.47	\$0.00	\$15,341.87	\$15,341.87

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Municipal (MSAS > 5000) - Falcon Heights	\$148,334.61	\$836,423.87	\$834,983.61	\$390,736.76
2	Local - Storm Sewer - Falcon Heights	\$25,510.19	\$78,992.55	\$78,992.55	\$74,614.26
3	Sanitary Sewer - Falcon Heights	\$20,221.22	\$50,246.37	\$50,246.37	\$45,003.02

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH21-02	1	2021.501	MOBILIZATION	LS	\$19,000.00	1	0.25	\$4,750.00	0.75	\$14,250.00
FH21-02	2	2101.524	CLEARING	TREE	\$150.00	2	0	\$0.00	2	\$300.00
FH21-02	3	2101.524	GRUBBING	TREE	\$125.00	2	0	\$0.00	2	\$250.00
FH21-02	4	2104.502	REMOVE FLARED END SECTION	EACH	\$455.65	1	0	\$0.00	1	\$455.65
FH21-02	5	2104.502	REMOVE MANHOLE OR CATCH BASIN	EACH	\$343.83	2	0	\$0.00	3	\$1,031.49



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH21-02	6	2104.502	REMOVE CASTING	EACH	\$122.10	62	21	\$2,564.10	60	\$7,326.00
FH21-02	7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$2.43	520	0	\$0.00	0	\$0.00
FH21-02	8	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$2.48	1200	0	\$0.00	99	\$245.52
FH21-02	9	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$13.75	10	0	\$0.00	18	\$247.50
FH21-02	10	2104.503	REMOVE CONCRETE CURB	L F	\$4.86	5250	1725	\$8,383.50	6231	\$30,282.66
FH21-02	11	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$11.00	360	9	\$99.00	16	\$176.00
FH21-02	12	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.67	2250	855	\$3,137.85	947	\$3,475.49
FH21-02	13	2104.518	REMOVE CONCRETE SIDEWALK	S F	\$1.10	1500	1594	\$1,753.40	1594	\$1,753.40
FH21-02	14	2105.501	COMMON EXCAVATION (EV)	C Y	\$12.54	50	25	\$313.50	50	\$627.00
FH21-02	15	2105.501\00025	COMMON EXCAVATION - INFILTRATION BASIN (EV)	C Y	\$13.62	540	0	\$0.00	648	\$8,825.76
FH21-02	16	2105.604	GEOTEXTILE FABRIC TYPE III NON-WOVEN	SY	\$9.69	70	0	\$0.00	70	\$678.30
FH21-02	17	2105.607	SOIL MEDIUM FOR INFILTRATION AREAS	C Y	\$42.75	50	77	\$3,291.75	127	\$5,429.25
FH21-02	18	2112.501	AGGREGATE GRADING AND COMPACTION	STA	\$626.75	3	0	\$0.00	0	\$0.00
FH21-02	19	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$135.00	30	4	\$540.00	15	\$2,025.00
FH21-02	20	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$35.00	260	0	\$0.00	99	\$3,465.00
FH21-02	21	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$109.01	170	87	\$9,483.87	226	\$24,636.26
FH21-02	22	2232.501	EDGE MILL BITUMINOUS SURFACE	S Y	\$3.39	100	0	\$0.00	83	\$281.37
FH21-02	23	2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.05	59900	20032	\$21,033.60	53136	\$55,792.80
FH21-02	24	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.74	4920	0	\$0.00	831	\$3,107.94
FH21-02	25	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3;B)	TON	\$60.62	7980	510	\$30,916.20	1503	\$91,111.86

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH21-02	26	2411.507	GRANULAR BACKFILL (LV)	C Y	\$10.00	100	0	\$0.00	50	\$500.00
FH21-02	27	2451.507	COARSE FILTER AGGREGATE (LV)	C Y	\$35.00	10	0	\$0.00	10	\$350.00
FH21-02	28	2502.602	6" PVC PIPE DRAIN CLEANOUT	EACH	\$411.24	3	0	\$0.00	3	\$1,233.72
FH21-02	29	2503.503	12" PVC PIPE SEWER	L F	\$53.96	10	0	\$0.00	10	\$539.60
FH21-02	30	2503.503	12" RC PIPE SEWER CLASS V	L F	\$43.71	80	0	\$0.00	91	\$3,977.61
FH21-02	31	2503.603	6" PERFORATED HDPE PIPE SEWER	L F	\$11.83	180	0	\$0.00	166	\$1,963.78
FH21-02	32	2503.603	6" HDPE PIPE SEWER	L F	\$44.63	10	0	\$0.00	4	\$178.52
FH21-02	33	2504.602	6"X6" TEE FITTING	EACH	\$524.23	2	0	\$0.00	1	\$524.23
FH21-02	34	2506.502	INSTALL CASTING	EACH	\$230.47	64	21	\$4,839.87	62	\$14,289.14
FH21-02	35	2506.503	CONSTRUCT CATCH BASIN	L F	\$572.94	13	0	\$0.00	13	\$7,448.22
FH21-02	36	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$881.41	5	0	\$0.00	4	\$3,525.64
FH21-02	37	2506.516	MANHOLE CASTING R-1733	EACH	\$443.53	59	21	\$9,314.13	57	\$25,281.21
FH21-02	38	2506.516	MANHOLE CASTING R-3067-V	EACH	\$761.48	4	0	\$0.00	5	\$3,807.40
FH21-02	39	2506.602	ADJUST FRAME & RING CASTING	EACH	\$239.75	8	3	\$719.25	11	\$2,637.25
FH21-02	40	2506.602	CONNECT INTO EXISTING STORM SEWER	EACH	\$848.00	5	0	\$0.00	4	\$3,392.00
FH21-02	41	2506.602	CONSTRUCT 12" NYOPLAST DRAIN W/CASTING	EACH	\$1,642.15	1	0	\$0.00	1	\$1,642.15
FH21-02	42	2506.603	REHABILITATE MANHOLE OR CATCH BASIN (INTERIOR)	EACH	\$465.00	46	44	\$20,460.00	44	\$20,460.00
FH21-02	43	2521.518	4" CONCRETE WALK	S F	\$5.50	1300	1434	\$7,887.00	1434	\$7,887.00
FH21-02	44	2521.518	6" CONCRETE WALK	S F	\$14.00	90	47	\$658.00	47	\$658.00
FH21-02	45	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$25.75	2820	1007	\$25,930.25	3990	\$102,742.50



Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH21-02	46	2531.503	CONCRETE CURB & GUTTER DESIGN B618 (MOD)	L F	\$28.75	175	181	\$5,203.75	181	\$5,203.75
FH21-02	47	2531.503	CONCRETE CURB AND GUTTER DESIGN B618 (MACHINE LAID)	L F	\$17.25	1355	0	\$0.00	893	\$15,404.25
FH21-02	48	2531.503	CONCRETE CURB & GUTTER DESIGN B624	L F	\$26.25	150	554	\$14,542.50	554	\$14,542.50
FH21-02	49	2531.503	CONCRETE CURB & GUTTER DESIGN B624 (MACHINE LAID)	L F	\$26.49	220	0	\$0.00	0	\$0.00
FH21-02	50	2531.503	CONCRETE CURB & GUTTER DESIGN D418	L F	\$25.25	540	0	\$0.00	600	\$15,150.00
FH21-02	51	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$61.65	360	9	\$554.85	16	\$986.40
FH21-02	52	2531.618	TRUNCATED DOMES	S F	\$60.00	16	8	\$480.00	8	\$480.00
FH21-02	53	2563.601	TRAFFIC CONTROL	LS	\$8,450.00	1	0.25	\$2,112.50	0.75	\$6,337.50
FH21-02	54	2573.501	EROSION CONTROL SUPERVISOR	LS	\$1,250.00	1	0.25	\$312.50	0.75	\$937.50
FH21-02	55	2573.502	STORM DRAIN INLET PROTECTION TYPE A	EACH	\$150.00	92	11	\$1,650.00	71	\$10,650.00
FH21-02	56	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$5.00	100	0	\$0.00	0	\$0.00
FH21-02	57	2575.604	TURF ESTABLISHMENT WITH SEED AND BLANKET	S Y	\$2.67	1760	389	\$1,038.63	2723	\$7,270.41
FH21-02	58	2582.518	CROSSWALK MULTI COMP	S F	\$4.00	630	0	\$0.00	0	\$0.00
Base Bid Totals:								\$181,970.00		\$535,774.53

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
FH21-02	BASE BID	\$181,970.00	\$535,774.53

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH21-02	CO	1	61	2540.602	INSTALL TEMPORARY MAILBOXES	EACH	\$44.00	33	0	\$0.00	33	\$1,452.00



Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
FH21-02	CO	2	62	2540.602	ADDITIONAL CHARGES FOR TEMPORARY MAILBOX INSTALLATION	EACH	\$11.00	33	0	\$0.00	33	\$363.00
FH21-02	BK	1	63	2360.509	TYPE SP 9.5 NON WEAR COURSE MIX (3;B)	TON	(\$374.74)	1	1	(\$374.74)	1	(\$374.74)
Contract Change Totals:										\$-374.74		\$1,440.26

Contract Total	\$537,214.79
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
2	Additional Charges For Temporary Mailbox Installation	\$0.00	\$363.00
1	Deduction for the longitudinal waiver in the bituminous joint for Tatum St	(\$374.74)	(\$374.74)
1	Install temporary mailboxes	\$0.00	\$1,452.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining



REQUEST FOR COUNCIL ACTION

Meeting Date	July 28, 2021
Agenda Item	Policy G1
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Surplus City Property - Fire Trucks
Description	During the April 28, 2021 Regular City Council Meeting, the Council declared surplus City property that included Fire Trucks and then on July 14 th , the City Council authorized the City to participate in the National Purchasing Partners (NPP). The membership authorizes the City to sell the remaining through their purchasing process. The City has received an offer from Brindlee Mountain Fire Apparatus, LLC for the 2006 Fire/Sterling Pumper (\$25,000) and the 2014 Pierce MD 100' Ladder (\$475,000) for a total of \$500,000.
Budget Impact	Funds will be used to pay off remaining debt service obligations for the purchase of the Ladder Truck. The remaining balance is less than \$200,000. Remaining funds will be considered for the construction of a new Community Park Building.
Attachment(s)	<ul style="list-style-type: none"> • Brindlee Mountain Fire Apparatus Purchase Quotes
Action(s) Requested	Motion to approve the sale of the 2006 Fire/Sterling Pumper for \$25,000 and the 2014 Pierce MD 100' Ladder for \$475,000 and authorize the City Administrator to execute all necessary documents.

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Reference: 2006 Custom Fire/Sterling Pumper from Falcon Heights FD - MN (the "Apparatus")
Date Quoted: 6/25/2021

Sack Thongvanh,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer Falcon Heights FD - MN ("Seller") \$25,000 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 7/29/2021. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 7/29/2021.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 8/31/2021. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.; The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 60 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Offer is contingent upon satisfactory BMFA inspection. Inspection to occur within 14 days of acceptance of offer.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

Prior to payment of the purchase price by BMFA, Seller shall provide BMFA with a copy of the title (or in the circumstance set forth below the manufacturer's statement of origin or certificate of origin ("MSO or MCO")) of the Apparatus reflecting the Seller

as the owner of the Apparatus. Seller represents and warrants that the Apparatus will be sold to BMFA free and clear of any liens or other encumbrances. Seller shall deliver the vehicle title for the Apparatus, free of all liens, to BMFA within ten (10) days after final payment by BMFA. An MSO or MCO is acceptable only from original vehicle manufacturer and is not considered as proof of ownership from the Seller except when the state in which the purchaser is located does not require registration or title on emergency vehicles and a copy of that state's current law or statute clearly stating the exemption is provided by Seller with the MSO or MCO.

The apparatus must be completely drained of water prior to shipment or being stored outside prior to shipment. To effectively drain the truck of water, remove all caps and plugs (store on the truck in a compartment), open all intake/discharge valves halfway, and open all drain valves to include the pump cooler and auxiliary cooler. Failure to drain all water from the truck prior to shipment could result in damage to the fire apparatus and corresponding repairs will be performed at the expense of the seller.

BMFA's obligation to purchase the Apparatus is contingent upon Seller's representations and warranties hereunder being true and correct and Seller's performance of its obligations hereunder. In the event Seller's representations and warranties hereunder are not true and correct or Seller does not perform its obligations hereunder, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such matters and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment. BMFA's remedies set forth herein are in addition to any and all other rights and remedies that may be available to BMFA at law, at equity or otherwise.

This offer shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts of Marshall County, Alabama.

Reference: 2014 Pierce MD 100' Ladder from Falcon Heights FD - MN (the "Apparatus")
Date Quoted: 6/25/2021

Sack Thongvanh,

Thank you for allowing Brindlee Mountain Fire Apparatus, LLC ("BMFA") the opportunity to provide an offer to purchase the Apparatus. We are pleased to offer Falcon Heights FD - MN ("Seller") \$475,000 for the purchase of the Apparatus, subject to the terms and conditions set forth herein.

The offer is valid for acceptance by Seller until 7/29/2021. **Seller must communicate acceptance of this offer to BMFA via email or otherwise in writing on or before 7/29/2021.** If Seller accepts this offer on or before the date set forth above, this offer becomes a contract of purchase and sale of the Apparatus.

Seller shall release the Apparatus to BMFA on or before 8/31/2021. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Apparatus and shall be released to BMFA.; The apparatus tires shall not be older than 7 years, and shall have a minimum tread depth of 4/32 on steering axles, 2/32 on non-steering axles, and no punctures, cuts to the cord, bulges or sidewall separation.

BMFA shall pay Seller the full purchase price via Check or Wire Transfer at the time of or prior to the release of the Apparatus.

Seller shall provide a pump test certificate for the Apparatus dated within 60 days prior to the release date with results satisfactory to BMFA, including proper operation of the pressure governor, relief valve, primer, and foam system if applicable.

Seller shall provide an aerial test certificate for the Apparatus dated within 60 days prior to the release date with results satisfactory to BMFA.

Offer is contingent upon satisfactory BMFA inspection. Inspection to occur within 14 days of acceptance of offer.

Seller represents and warrants that the description, condition, and specifications of the Apparatus provided to BMFA are true and correct. Any Apparatus with a light tower must be fully functional unless other provisions are agreed upon with BMFA.

Seller represents and warrants that all prior damage of any type (including but not limited to collision, fire, and flood) has been disclosed to BMFA prior to Seller's acceptance of this offer. Seller shall immediately disclose to BMFA any damage to the Apparatus occurring after Seller's acceptance of this offer. In the event of such damage, at BMFA's option the purchase price of the Apparatus shall be adjusted downward to account for such damage and Seller and BMFA shall negotiate in good faith to determine the amount of such purchase price adjustment.

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