

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

AGENDA
January 27, 2016 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM ___ HARRIS ___ BROWN THUNDER ___
FISCHER ___ GUSTAFSON ___
- STAFF PRESENT: THONGVANH ___
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES:
1. January 6, 2016 City Council Work Session Meeting Minutes
 2. January 13, 2016 City Council Meeting Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 1/20/16 \$82,238.53
Payroll through: 1/15/16 \$16,121.40
 2. Approval of City License(s)
 3. Designated City Signors for City Funds, Investments and Transfers
 4. Appointment of Walt Dunlap to the Parks and Recreation Commission
 5. Fire Department Appointment of Ian McCready
 6. Resignation of Michael Tester from the Falcon Heights Volunteer Fire Department
 7. Authorization to Apply for the Good Neighbors Fund Grant for Bike Fixit Stations
- G: POLICY ITEMS:
1. Mutual Aid Agreement - Closest Emergency Response Unit
- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

MINUTES
January 13, 2016 at 7:00 P.M.

- A. CALL TO ORDER: 7:05 PM
- B. ROLL CALL: LINDSTROM X HARRIS X BROWN THUNDER X
FISCHER X GUSTAFSON X
- STAFF PRESENT: THONGVANH X
- C. PRESENTATIONS:
1. Oath of Office
- D. APPROVAL OF MINUTES:
1. December 9, 2015 City Council Meeting Minutes Approved
2. December 21, 2015 Special City Council Meeting Minutes Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 1/06/16 \$437,333.13
Payroll through: 12/31/15 \$35,303.40
2. Approval of City License(s)
3. Designating Official Depositories for 2016
4. Review Elected Official Out-of-State Travel Policy
5. Review and Adopt Council Standing Rules
6. Council/City Commission Liaison Assignments
7. Appoint Acting Mayor
8. Commission Reappointments
 a. Ammended to remove Michael Breen from reappointment
9. Mile Reimbursement Rate for 2016
10. Approval of the 2016 NYFS Cooperative Service Agreement
11. 2016 Greater Housing Cooperative Service Agreement
12. Capitol Region Watershed District - Curtiss Field Improvement Project Final
 Payment
13. Hardrives-Final Pay Request
- Council Member Gustafson Moved, Approved 5-0

G: POLICY ITEMS:

1. Snow Removal Fee

- a. City Administrator Thongvanh states that per code, snow and ice must be removed from a public sidewalk within 24 hours. If it is not removed, it gives the city or a contractor hired by the city, authority to abate the nuisance. Unpaid invoices can be certified by the city as a special assessment through Ramsey County. There is currently not a fee on the fee schedule. The proposed fee is a \$100/hour with a minimum of one hour charge.

Council Member Fischer Moved, Approved 5-0

H. INFORMATION/ ANNOUNCEMENTS:

Council Member Fischer:

- Councilor Fischer attended the Human Rights Day documentary, Trail of Tears, on December 10. It was a touching documentary, and there were members of the Cherokee community present.
- The Community Engagement Commission will be meeting on January 25th for their annual gathering.

Council Member Harris:

- Councilor Harris stated that the Planning Commission hasn't met but will be meeting this month.

Council Member Gustafson:

- Councilor Gustafson stated the Parks and Recreation Commission met on Monday. The commission is working on providing a letter of recommendation to the council in February in regards to Curtiss Field. They are hoping to look at strategic needs, plans, and priorities. The commission was pleased with the results of the online survey. They are changing the meeting date from the second Monday of the month to the first Monday of the month. The next meeting will be February 1, 2016.

Council Member Brown Thunder:

- Councilor Brown Thunder stated the NYFS fundraising committee got together to start planning this year's golf tournament. The event will be held again in June.
- Additionally the senior chore program is up and running, and there are many youth seeking opportunities to help in the community. Snow removal assistance is one of the services that are available.

Mayor Lindstrom:

- The Environment Commission met on Monday, and the USDA was a guest speaker. The USDA has a tree program that assists communities with various aspects of urban forestry. The commission is looking at collaborating with them.
- We participated in the Met Council RFP for community solar gardens, and have been selected to participate. We now have 30 days to review the contract.
- Winterfest is coming up on January 31st from 1-4pm at Community Park.
- The Lions Club is offering \$1,000 scholarships to Roseville High School graduates.

- The Community Engagement has their annual gathering on Monday, January 25th at 7pm. They are hosting the MN Dept. of Human Rights Commissioner.

City Administrator Sack Thongvanh:

- We want to thank the community for their feedback given on Curtiss Field. We expect a recommendation from the Park and Rec Commission in early February. From there he intends to present it to the council at a council retreat.
- City staff is continuing to work on the website and e-forms. Additionally, 2016 will be a busy year for finance planning. He and the Financial Director are looking at developing a long-term plan for the city in terms of revenue, expenditures, capital outlays, and street improvements. They intend to dive into that even more after the audit is done in March.
- AARP will be starting their free taxes services on February 2, 2016 at City Hall. This service will be available on Tuesdays and Thursdays from 9am-12pm until April 14, 2016.

I. COMMUNITY FORUM:

Resident of 1732 N. Albert Street:

Resident spoke of an incident that took place on Saturday, December 26. That day we received a snowfall. At about 8am he noticed citations, written at 7:07am, on both of his vehicles parked on Albert Street. He states was able to move his vehicles off the street prior to the plows arriving. He says he plans to appeal the citations.

J. ADJOURNMENT: 8:01 PM

Peter Lindstrom, Mayor

Dated this 13th day of January, 2016

Sack Thongvanh, City Administrator

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Falcon Heights City Council Workshop

**City Hall
2077 W Larpenteur Ave.
6:30 p.m.**

**MINTUES
Wednesday, January 06, 2016**

Fire Department-Tour of Fire Hall and Operations

1) Fire Department-Shared Services Closest Unit Dispatch Joint Powers Agreement

- The JPA would exist for the closest department to be dispatched but only for confirmed structural fire or a cardiac arrest call. The closest fire department will respond, and when the city fire department is on site it's the commanding department on scene. Anything below an eight hour fire call is not billable.

2) Extending Commission Terms

- There is a proposal to extend the length of the terms to two, four year terms.

3) Snow Removal Updates & Fee

- Snow removal fees have not determined. A recommendation based on what other cities do is a fee of \$100/hour with a minimum fee of \$100. The code states that each property has until the 24 hour mark, once snow has stopped falling, to clear their sidewalk of snow and ice. Other cities have a street maintenance fee. There will be discussion this year on the remaining sidewalks that the city is maintaining and to look at comparisons with other cities.

Peter Lindstrom, Mayor

Dated this 6th day of January, 2016

Sack Thongvanh, City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 1/20/16: \$82,238.53 Payroll through: 1/15/16: \$16,121.40
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.

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0000		EHLERS AND ASSOCIATES				
I-69616		TIF PAYMENT CALCULATION	537.50			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		TIF PAYMENT CALCULATION		414 20200-000	ACCOUNTS PAYABLE	537.50
=== VENDOR TOTALS ===			537.50			
=====						
01-05561		HEALTHEAST VEHICLE SERVICES				
I-22679		TABLET, MODEM, ANTENNA INSTAL	405.58			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		TABLET, MODEM, ANTENNA INSTALL		402 20200-000	ACCOUNTS PAYABLE	405.58
=== VENDOR TOTALS ===			405.58			
=====						
01-05137		HEALTHPARTNERS MEDICAL GP				
I-900026886		MEDICAL EXAMS FIRE FIGHTERS	395.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		MEDICAL EXAMS FIRE FIGHTERS		101 20200-000	ACCOUNTS PAYABLE	395.00
=== VENDOR TOTALS ===			395.00			
=====						
01-05564		MED-COMPASS				
I-28512		QUANTITATIVE FIT TEST	42.50			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		QUANTITATIVE FIT TEST		101 20200-000	ACCOUNTS PAYABLE	42.50
=== VENDOR TOTALS ===			42.50			
=====						
01-07263		NEXTEL COMMUNICATIONS, INC				
I-201601205638		CELL PHONES	61.46			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		CELL PHONES		101 20200-000	ACCOUNTS PAYABLE	61.46
=== VENDOR TOTALS ===			61.46			
=====						
01-05973		NORTH SUBURBAN ACCESS CORPORAT				
I-15-193		EXCESS MUNICIPAL ASSIST. PROG	220.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		EXCESS MUNICIPAL ASSIST. PROGR		101 20200-000	ACCOUNTS PAYABLE	220.00
I-15-198		4TH QUARTER WEB STREAMING	605.40			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		4TH QUARTER WEB STREAMING		101 20200-000	ACCOUNTS PAYABLE	605.40
=== VENDOR TOTALS ===			825.40			

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ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0301	SAMS CLUB MC/SYNCB					
I-201601205640		HUMAN RIGHTS COMM. MTG, AIR C	279.43			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		HUMAN RIGHTS COMM. MTG, AIR CO		101 20200-000	ACCOUNTS PAYABLE	279.43
=== VENDOR TOTALS ===			279.43			
=====						
01-06546	STAPLES					
I-8037454344		OFFICE SUPPLIES	43.59			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		OFFICE SUPPLIES		101 20200-000	ACCOUNTS PAYABLE	43.59
=== VENDOR TOTALS ===			43.59			
=====						
01-05870	XCEL ENERGY					
I-201601205639		ELECT AND GAS	3,711.60			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		ELECT AND GAS		101 20200-000	ACCOUNTS PAYABLE	1,333.89
		ELECT AND GAS		209 20200-000	ACCOUNTS PAYABLE	2,377.71
=== VENDOR TOTALS ===			3,711.60			
=== PACKET TOTALS ===			6,302.06			
		fed withholdings	6302.06			
		st withholdings	1007.72			
		Pera	3037.40			
		ICMA	1500.00			
		total:	18,240.91			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0062		HARDRIVES INC				

I-201601205642		2015 SNELLING STREET PROJECT	16,458.43			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		2015 SNELLING STREET PROJECT		419 20200-000	ACCOUNTS PAYABLE	16,458.43
		=== VENDOR TOTALS ===	16,458.43			
=====						
01-04875		MOBILE MINI, INC.				

I-151078666		CURTISS FIELD WARMING HOUSE	333.95			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		CURTISS FIELD WARMING HOUSE		101 20200-000	ACCOUNTS PAYABLE	333.95
		=== VENDOR TOTALS ===	333.95			
		=== PACKET TOTALS ===	16,792.38			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0250		AMERIPRIDE SERVICES				
I-1003347501		LINEN CLEANING	39.03			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		LINEN CLEANING		101 4124-70100-000	SUPPLIES	39.03
=== VENDOR TOTALS ===			39.03			
=====						
01-00869		BENEFIT EXTRAS, INC				
I-65633		JAN-JUNE FLEX ADMIN FEE	480.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		JAN-JUNE FLEX ADMIN FEE		101 4112-89000-000	MISCELLANEOUS	480.00
=== VENDOR TOTALS ===			480.00			
=====						
01-03110		CENTURY LINK				
I-201601205646		LAND LINES	120.93			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		LAND LINES		601 4601-85011-000	TELEPHONE - LANDLINE	64.26
		LAND LINES		101 4141-85011-000	TELEPHONE - LANDLINE	56.67
=== VENDOR TOTALS ===			120.93			
=====						
01-03123		CINTAS CORPORATION #470				
I-470689318		SHOP TOWELS, CLEANER, SOAP	304.18			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		SHOP TOWELS, CLEANER, SOAP		101 4132-70120-000	SUPPLIES	304.18
I-470692742		MATS, SERVICE	52.84			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		MATS, SERVICE		101 4132-70120-000	SUPPLIES	52.84
=== VENDOR TOTALS ===			357.02			
=====						
01-03539		DAKOTA ELECTRIC ASSOCIATION				
I-1680700038		JAN SOLAR ELECT	530.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		JAN SOLAR ELECT		101 4131-85025-000	SOLAR ELECTRIC	530.00
=== VENDOR TOTALS ===			530.00			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0300		DISCOUNT STEEL, INC				
I-4050504		CITY HALL LOBBY COAT RACK	33.06			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		CITY HALL LOBBY COAT RACK		101 4131-70110-000	SUPPLIES	33.06
=== VENDOR TOTALS ===			33.06			
01-05492		GTS				
I-1782750-88931155		GOV HOMELAND SECURITY CONF	325.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		GOV HOMELAND SECURITY CONF		101 4112-86100-000	CONFERENCES/EDUCATION/AS	325.00
=== VENDOR TOTALS ===			325.00			
01-05235		JAN-PRO CLEANING SYSTEMS				
I-53599		JANUARY CLEANING SERVICES	205.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		JANUARY CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE	205.00
=== VENDOR TOTALS ===			205.00			
01-05440		LOFFLER COMPANIES, INC				
I-18120348		JAN COPIER CHARGES	222.08			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		JAN COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	222.08
=== VENDOR TOTALS ===			222.08			
01-05582		MENARDS				
I-201601205643		LOBBY IMPROVEMENTS	162.66			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		LOBBY IMPROVEMENTS		101 20200-000	ACCOUNTS PAYABLE	162.66
=== VENDOR TOTALS ===			162.66			
01-05514		METRO CITIES				
I-201601205647		2016 DUES	2,454.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		2016 DUES		101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/	2,454.00
=== VENDOR TOTALS ===			2,454.00			

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0665		METROPOLITAN COUNCIL				
I-1051033		FEB SS	40,550.39			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		FEB SS		601 4601-85060-000	METRO SEWER CHARGES	40,550.39
=== VENDOR TOTALS ===			40,550.39			
=====						
01-05813		MN STATE FIRE CHIEF ASSOC				
I-300000155		MEMBERSHIP DUES	378.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		MEMBERSHIP DUES		101 4124-86110-000	MEMBERSHIPS	378.00
=== VENDOR TOTALS ===			378.00			
=====						
01-06024		ON SITE SANITATION				
I-193583		CURTISS FIELD TOILETS	61.60			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		CURTISS FIELD TOILETS		601 4601-85080-000	PORTABLE TOILET PARKS	61.60
=== VENDOR TOTALS ===			61.60			
=====						
01-06185		RAMSEY COUNTY				
I-RISK 1762		JAN DENTAL/DISABILITY/LIFE IN	907.39			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		JAN DENTAL/DISABILITY/LIFE INS		101 4124-89000-000	MISCELLANEOUS	907.39
=== VENDOR TOTALS ===			907.39			
=====						
01-07297		RAMSEY COUNTY PUBLIC HEALTH				
I-201601205645		TEMP FOOD LICENSE 2016	100.00			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		TEMP FOOD LICENSE 2016		101 4112-89000-000	MISCELLANEOUS	100.00
=== VENDOR TOTALS ===			100.00			
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-201601205644		2016 FIRE SUPRESSION SYSTEM	213.76			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		2016 FIRE SUPRESSION SYSTEM		101 4131-85040-000	WATER	106.88
		2016 FIRE SUPRESSION SYSTEM		101 4141-85040-000	WATER	106.88
=== VENDOR TOTALS ===			213.76			

PACKET: 01328 JAN 20TH PAYABLES PT 3
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	548	TOLL - GAS & WELDING SUPPLY				
I-15110		WELDING SUPPLIES	65.32			
1/20/2016	APBNK	DUE: 1/20/2016 DISC: 1/20/2016		1099: N		
		WELDING SUPPLIES		101 4131-70110-000	SUPPLIES	65.32
		=== VENDOR TOTALS ===	65.32			
		=== PACKET TOTALS ===	47,205.24			

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 1/15/20
DIRECT DEPOSIT EFFECTIVE DATE 1/11/20

EMP #	NAME	AMOUNT
01-1005	SACK THONGVANH	2,817.34
01-1017	TIMOTHY J SANDVIK	1,497.91
01-1019	KATHLEEN N THRASHER	558.57
01-1136	ROLAND O OLSON	1,838.65
01-1018	PAUL A MORETTO	1,743.54
01-0085	DANIEL S JOHNSON-POWERS	101.71
01-0086	RICHARD H HINRICHS	241.12
01-0087	MICHAEL A MCKAY	84.82
01-0095	MICHAEL J POESCHL	911.80
01-0105	ANTON M FEHRENBACH	130.85
01-0106	SCOTT A TESCH	255.70
01-0123	BRYAN R SULLIVAN	235.14
01-0124	MICHAEL D KRUSE	118.77
01-0128	NICHOLAS M ROSENBERG	113.85
01-0132	ANDREW K TEMME	86.41
01-1030	TIMOTHY J PITTMAN	1,690.96
01-1033	DAVE TRETSEVEN	1,451.90
01-1143	COLIN B CALLAHAN	1,468.55

TOTAL PRINTED: 18 15,347.59

1-11-2016 8:59 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 1/11/2016

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
00	ANDERSON, KEVIN	R	1/11/2016	157.15	087209
00	GAFFNEY, PATRICK	R	1/11/2016	102.05	087210
0119	WICK, JEFFREY M	R	1/11/2016	51.70	087211
0126	SMITH, BENJAMIN J	R	1/11/2016	84.82	087212
0130	RABEK, PAUL A	R	1/11/2016	79.16	087213
0131	THOMAS, DAVID M	R	1/11/2016	91.75	087214
2172	ARCAND, MICHAEL W	R	1/11/2016	84.82	087215
2237	GARDNER, SAMANTHA L	R	1/11/2016	122.36	087216

1-11-2016 8:59 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 1/11/2016

*** REGISTER TOTALS ***

REGULAR CHECKS:	8	773.81
DIRECT DEPOSIT REGULAR CHECKS:	18	15,347.59
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	26	16,121.40

*** NO ERRORS FOUND ***

1/22/2016

** END OF REPORT **



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Tim Sandvik, Deputy Clerk

Item	Approval of City Licenses
Description	<p>The following individuals have applied for a <u>Municipal Business License</u>. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. The Art LLC 2. Metro Nation of IL, LLL dba Metro PCS 3. Out on a Limb Dance Company <p>The following individuals have applied for a Tree <u>Trimming/Treating/Removal License</u>. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Hoffman & McNamara Co. 2. Precision Landscape and Tree, Inc.
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2016 City License Applications.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Designated Signor for City funds, Investments, and Transfers
Description	In accordance with Minnesota Statute 412.271 the Mayor and City Clerk are required to be the designated signors for any orders drawn on the city's funds. The signors currently are Mayor Peter Lindstrom and City Administrator/City Clerk Sack Thongvanh. Previously, two other council members (Chuck Long and Beth Mercer Taylor) had been granted signing authority by the city council to be used in emergency situations. Since they no longer serve as council members their authority needs to be rescinded. Also, council member Joseph Good Thunder has been chosen to serve as acting Mayor Pro Tem in Mayor Lindstrom's absence. Staff recommends approving council member Joseph Good Thunder to be designated signors for city funds with the intent to be used for emergency situations and Mayor Lindstrom's absence. Also, removing Council Member Pam Harris because Joseph Brown Thunder has been appointed as Mayor Pro Tem.
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Continue designated signors for city funds for Mayor Peter Lindstrom and City Administrator/City Clerk Sack Thongvanh. Rescind signing authority for past council members Chuck Long, Beth Mercer Taylor and current council member Pamela Harris since there is no need with the approval of signing authority for council member Joseph Brown Thunder serving as acting Mayor Pro Tem.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F4
Attachment	Application & Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of Walt Dunlap to the Park & Recreation Commission
Description	<p>City Staff has interviewed and recommended Walt Dunlap to Mayor Lindstrom for final recommendation for the Park and Recreation Commission.</p> <p>Application:</p> <p>Date: 7/24/15</p> <p>Name: Walt Dunlap</p> <p>Street Address: 1503 Iowa Avenue</p> <p>How Long at Above Address? two years</p> <p>In Which Capacity Would You Like to Serve? Park and Rec Commission</p> <p>What is the Reason You Would Like to Serve? This is a good community to live in, and citizen input makes it better. I would like to help provide that input List Prior (Previous) Public Service: Arts Commission, Historic Preservation Committee for Fergus Falls, City of Virginia planning and zoning, 1994-5.</p> <p>Other Relevant Background (Other Comments): Director of Fergus Falls Public Library for 15 years, Fergus Falls Area Garden Club 2007-2008.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Application • Resolution 15-04 Appointment of Walt Dunlap to the Park and Recreation Commission

Action(s) Requested	Staff would recommend approval of attached resolution and appoint Walt Dunlap to the Park and Recreation Commission.
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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 27, 2016

No. 16-04

**RESOLUTION APPOINTING WALT DUNLAP TO THE FALCON HEIGHTS PARK AND
RECREATION COMMISSION**

WHEREAS, the Park and Recreation Commission shall serve in an advisory capacity to the City Council on all policy matters relating to public parks, facilities and recreation programs; and

WHEREAS, City Staff and the Mayor has interviewed Walt Dunlop and recommends appointment to the Falcon Heights Park and Recreation Commission.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota:

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Joseph Brown Thunder
Mayor Pro Tem

LINDSTROM _____ In Favor
BROWN THUNDER _____
HARRIS _____ Against
FISCHER _____
GUSTAFSON _____

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F5
Attachment	Introduction Letter & Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of Ian McCready to the Falcon Heights Volunteer Fire Department
Description	<p>Ian McCready submitted an application to the Fire Department because of his interest and experience in public safety with prior experience full time capacity as a Firefighter/EMT. Mr. McCready is currently employed by Hennepin EMS as a paramedic.</p> <p>Fire Department personnel have reviewed his application and interviewed Mr. McCready. They believe his work experience would be beneficial to the City. The Department would recommend the appointment of Ian McCready.</p> <p>Mr. McCready will have two years to complete the necessary training and education before he will be an official volunteer firefighter.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Introduction Letter • Resolution 16-05 Appointing Ian McCready to the Falcon Heights Volunteer Fire Department
Action(s) Requested	Staff would recommend the appointment of Ian McCready to the Falcon Heights Volunteer Fire Department.

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IAN MCCREADY

2010 19th Ave NE
Minneapolis, MN 55418

T (612) 518-0214

imccready555@gmail.com

PROFILE

I am a highly motivated, ambitious individual with a strong work ethic. I have a powerful drive to help others, which has lead me down the career path of fire and EMS. I am constantly searching for opportunities to learn, and to better myself and an employee and an individual. What I enjoy most about working in public safety, is being able to be there for people, and to make a difference, when they do not know who to turn to.

RELEVANT EXPERIENCE

I three years of practical experience as a firefighter and an emergency medical technician. Until moving to Minnesota, I was employed in full-time capacity as a Firefighter/EMT. Now I work in a tremendously busy EMS system, where I have an opportunity to utilize my medical skills frequently.

WORK EXPERIENCE

PARAMEDIC, HENNEPIN EMS-MAR 2015-PRESENT

My duties include the provision of care and transportation for the sick or injured at the Paramedic level, and functioning within NIMS in supervisory roles, when indicated.

AEMT/CREW CHIEF, CAMBRIDGE AREA EMERGENCY MEDICAL SERVICE — MAR 2012-PRESENT

My duties include the provision of care and transportation to the sick or injured at the AEMT level, as well as fleet maintenance, station duties, public education, incident command, and field training. I served as training officer, maintaining minimal skills competencies of staff, and served on the board of advisors.

FIREFIGHTER/APPARATUS ENGINEER/AEMT, OREGON AREA FIRE/EMS DIST. —AUG 2012-FEB 2015

My duties included the response to, and mitigation of fires, rescues, and hazardous conditions, as well as the provision of care and transportation for the sick or injured at the AEMT level. I also participated in public relations and education, as well as fire safety inspections. I drove and operated fire apparatus and ambulances, and ensured that equipment is maintained and ready to respond.

FIREFIGHTER/PARAMEDIC, TOWN OF MADISON FIRE DEPARTMENT — NOV 2014-FEB 2015

My duties included the response to and mitigation of: fires, rescues, and hazardous conditions; the provision of advanced life support emergency care, as well as transportation to the sick or injured with a paramedic partner.

EDUCATION

Madison College, Vocational Degree, Paramedic: August 2014

Blackhawk Technical College, Vocational Degree, Advanced EMT: December 2012

Madison College, Vocational Degree, Emergency Medical Technician-Basic: August 2012

Madison College, Vocational Degree, Fire Service Certification: August 2012

Upon leaving Madison College, I completed two years of liberal arts studies. I am now enrolled in a bachelor's degree program, through Upper Iowa University. My Major is Disaster and Emergency response management.

CERTIFICATION AND LICENSURE

Nationally Certified Paramedic

State of WI Licensed EMT-Paramedic

State of MN Licensed EMT-Paramedic

Current BLS CPR, ACLS, PALS, PHTLS, PEPP, and GEMS.

WI State/IFSAC Certified Firefighter I

WI State/IFSAC Certified Firefighter II

WI State/IFSAC Certified Driver/Operator-Pumper and Aerial

I decided when I was in high school, that I wanted to pursue a career as a Firefighter/Paramedic. I joined a fire explorer group, in Janesville Wisconsin, and participated for about 2.5 years while in high school. I learned so much about the fire service, and I affirmed that this was the career path I wanted to pursue. I had many opportunities to do ride-alongs, attend summer camps, and to listen to the many Firefighter, Paramedics, and instructors that participated in our trainings. I took an EMR class and earned my certification during my senior year, and began volunteering at a local ambulance service. Following the advice of my mentors, many of whom I remain in contact with, I applied to attend fire academy during the summer of 2012. I was accepted, and started the day after my high school graduation.

I was hired in Oregon Wisconsin, as a Firefighter/EMT Intern, shortly before completing my certification. The internship was a 3 year program, where myself and fellow interns worked 24 hour rotating shifts, and staffed the fire department and ambulance. In my 2 ½ years in Oregon, I learned much about myself and my abilities, and learned what to do, and what not to do. I also had the opportunity of completing my certification as a Driver/Operator, and Paramedic. The interim fire chief at the time was also the chief of the Town of Madison fire department, and he recruited me to work as a firemedic shortly after I completed my Paramedic certification. During this time, I also completed 2 years of liberal arts studies, which are now being applied towards a bachelor's degree. The experience that I gained as an intern was invaluable.

During that same time period, I also simultaneously remained a volunteer in Cambridge, the small town where my I started my EMS career. I came on to the service shortly after the previous directed had been ousted, and replaced with the current director. There were a lot of changes going on at this time, and being a small service with dwindling staffing, I worked hard and made an impression with the other volunteers and the director. I put a considerable amount of effort into bettering the service, taking on side projects, and stepping up for more responsibility. This is one of the greatest decisions I made, as shortly after completing my paramedic, I was hired as one of the first paid staff, and assumed the role of training officer at request of the director. I was responsible for the development of a field training program, and brought many continuing education topics to the members. I also was nominated by the membership to serve on the board of advisors. I am proud of where the service stands today, and to have played an active role in getting there.

As it would be, I was hired at Hennepin that spring, which was a big step for me, as it was my first "career" job. My coworkers were very supportive and excited that I was moving on to bigger and better things. Ironically, my resignation was not accepted at Cambridge EMS, and I still maintain my licensure, an occasionally will travel back for a visit. I really like my job now, I enjoy being a paramedic, but I miss being a firefighter at the same time. I would like to continue to practice the skills I have built, and to learn new ways of doing the job. I think that being a volunteer would be a great way to do that and I feel that I would be an excellent addition to your department.



-Ian McCready

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 27, 2016

No. 16-05

**RESOLUTION APPPOINTING IAN MCCREADY TO THE FALCON HEIGHTS VOLUNTEER
FIRE DEPARTMENT**

WHEREAS, the City of Falcon Heights has a Volunteer Fire Department and continues to advertise for people interested in serving the City of Falcon Heights ; and

WHEREAS, the City received an application from Ian McCready regarding his interest to serve on the Fire Department; and

WHEREAS, the Fire Department conducted an interview and would recommend that the Council appoint Ian McCready to the Falcon Heights Volunteer Fire Department.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota:

1. That Ian McCready has twenty-four (24) months to complete all necessary training and education.
2. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Joseph Brown Thunder
Mayor Pro Tem

LINDSTROM _____ In Favor
BROWN THUNDER _____
HARRIS _____ Against
FISCHER _____
GUSTAFSON _____

Attested by: _____
Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F6
Attachment	Resignation Letter & Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Resignation of Michael Tester from the Falcon Heights Volunteer Fire Department
Description	Michael Tester has submitted a "Letter of Resignation" due to his current work situation. In the future if he does meet the firefighter requirements, he would like to be reconsidered.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resignation Letter • Resolution 16-06 Accept the Resignation of Michael Tester from the Falcon Heights Volunteer Fire Department
Action(s) Requested	Staff would recommend accepting the resignation of Michael Tester from the Falcon Heights Volunteer Fire Department and approve the attached resolution.

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January 15, 2016

To: Rich Hinrichs
Anton Fehrenbach

From: Mike Tester

RE: Resignation

Dear Rich and Anton:

I have decided to resign from the Falcon Heights Department effective immediately due to my current work situation. Per our conversation, if my current work situation changes where I am able to regularly attend drills, calls, and complete firefighter I requirements I would like to be reconsidered (re-apply) in the future.

Sincerely,

Michael Tester



RECEIVED / ACCEPTED

 1/15/16

ANTON FEHRENBACH
ASSISTANT CHIEF

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 27, 2016

No. 16-06

**RESOLUTION ACCEPTING THE RESIGNATION OF MICHAEL TESTER FROM THE
FALCON HEIGHTS VOLUNTEER FIRE DEPARTMENT**

WHEREAS, the City has a Volunteer Fire Department; and

WHEREAS, Michael Tester was appointed to the Falcon Heights Volunteer Fire Department in 2014 and has submitted a letter of resignation.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota:

1. That the "Letter of Resignation" is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Joseph Brown Thunder
Mayor Pro Tem

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
FISCHER
GUSTAFSON

Attested by: _____

Sack Thongvanh
City Administrator

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Consent F7
Attachment	Example Renderings
Submitted By	Paul Moretto, Community Development Coordinator

Item	Authorization to Apply for the Good Neighbor Fund Grant for Bike Fixit Stations
Description	Staff is requesting that we apply and submit a grant application for the Good Neighbor Fund to purchase and install (3) three bicycle Fixit Stations in Falcon Heights. The amount requested is for \$5,000. The stations will be located at Community Park, City Hall, and near Falcon Heights Elementary School. These stations will include a manual tire pump, basic hand tools, and a bicycle stabilization apparatus for safety.
Budget Impact	This grant would fund the entire project and would have no budget impact.
Attachment(s)	<ul style="list-style-type: none"> • Rendering Examples
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the request to apply and submit the Good Neighbor Fund Grant for bicycle fixit stations in Falcon Heights.

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Fixit Station



39 0 524/22/2016

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Community Park Fixit Station



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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	January 27, 2016
Agenda Item	Policy G1
Attachment	Joint Powers Agreement
Submitted By	Sack Thongvanh, City Administrator

Item	Fire Department-Shared Services Closest Unit Dispatch Joint Powers Agreement
Description	<p>Fire Chief Rich Hinrichs will be present to discuss if the City of Falcon Heights should consider joining a joint powers agreement with the Cities of Maplewood, Saint Paul, Roseville, Little Canada, North Saint Paul, White Bear Lake, New Brighton and the Lake Johanna Fire Department Inc. to provide and receive automatic mutual aid to dispatch the closest equipment and personnel to emergency events to provide assistance in the form of fire, rescue, and related services.</p> <p>The City of Falcon Heights currently participates in a mutual aid agreement with the surrounding fire department, but the City has to request mutual aid when needed. With the proposed system, the closest unit would be dispatched.</p> <p>An example would be if we had a fire at the University Grove, and the closest unit was St. Paul because they have a full time unit. They would automatically be dispatched to the fire along with the Falcon Heights Fire Department. Where is the past, the City would be dispatched first and then the City would determine mutual aid.</p> <p>The process only changes internally, while the residents would only know that someone responded to the request for service.</p>
Budget Impact	Additional services will be provided to the surrounding communities.
Attachment(s)	<ul style="list-style-type: none"> • Closest Unit Dispatch Joint Powers Agreement
Action(s) Requested	Staff would recommend authorization for the Mayor Pro Tem and the City Administrator to execute all necessary documents and agreements.

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**MUTUAL AID AGREEMENT TO PROVIDE FOR THE
AUTOMATIC DISPATCH OF THE CLOSEST EMERGENCY
RESPONSE UNIT REGARDLESS OF JURISDICTIONAL BOUNDARIES**

This Mutual Aid Agreement (“Agreement”) is made and entered into this ___ day of _____, 2016 by and among Cities of Saint Paul, Roseville, Little Canada, Maplewood, Falcon Heights, North Saint Paul, Lauderdale, White Bear Lake, New Brighton, and the Lake Johanna Fire Department Inc. (collectively the “Cities” or “Parties” and individually the “City” or the “Party”).

RECITALS

- A. The Cities/Parties desire to enter into this Agreement to authorize their respective fire departments to provide, and for the participating Cities/Parties to receive, automatic mutual aid to dispatch the closest equipment and personnel to emergency events to provide assistance in the form of fire, rescue, and related services;
- B. The Cities/Parties are authorized under Minnesota Statutes, section 471.59 to cooperatively exercise their commonly held powers and mutual aid agreements are critical to providing and supporting emergency services;
- C. The Cities/Parties determine that providing for the automatic dispatch of the closest emergency unit as is authorized in this Agreement is in their best interests and they desire to create an opportunity for other cities and towns to participate in this Agreement.

AGREEMENT

In exchange for the mutual promises made herein, the Parties hereby agree as follows:

I. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the meanings given them below.

- 1. “Agency” means the fire department, fire station, or fire unit called upon to provide Assistance to an Emergency Event.
- 2. “Assistance” means the provision of fire personnel and equipment in response to an Emergency Event.
- 3. “Dispatcher” means the person at the applicable public safety access point that receives reports of Emergency Events and selects the appropriate Agency to respond to and provide Assistance for the Emergency.
- 4. “Emergency” any request for fire department assistance.

5. "Emergency Events" means any Emergency incident in which an Agency may be called upon by a Dispatcher to provide Assistance within the scope of the Agency's service capabilities as determined by the respective member Cities and communicated in writing to the Emergency Communications Center.
6. "President" means the president of the Ramsey County Fire Chiefs Association.
7. "Protection Area" means the area within the Cities of Saint Paul, Roseville, Little Canada, Maplewood, Falcon Heights, North Saint Paul, North Oaks, Shoreview, Arden Hills, Lauderdale, New Brighton, White Bear Lake, and any additional city or town that joins this Agreement as provided herein.
8. "Requesting Party" means a Party which requests assistance from another Party to this Agreement and each such responding Party is considered a Sending Party.
9. "Sending Party" means a Party called upon to provide Assistance to another Party and which actually provides Assistance to the Requesting Party.
10. "Specialized Activities" means the provision of non-emergency assistance including, but not limited to, training of personnel and associated equipment and facilities.

II. AUTHORIZATION

Each of the Cities participating in this Agreement hereby authorize their respective fire Agencies to respond to and receive automatic mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive Assistance as provided herein.

III. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above and shall be ongoing until terminated as provided herein. Each City shall act by resolution to adopt this Agreement and shall forward a fully executed copy of its resolution and a signed original of this Agreement to the President of the Ramsey County Fire Chiefs Association.

Any Party may act by resolution to opt out of its participation in this Agreement. No such resolution shall be effective until the Party provides at least 60 days' written notice of termination to the President, the applicable County Emergency Communications Center, and each of the other Parties. The resolution must indicate the date of withdrawal from this Agreement, which must be sufficiently in the future to allow for the 60 day notice. The notice shall include a fully executed copy of the termination resolution.

IV. AUTOMATIC MUTUAL AID PROCEDURE

1. Whenever a Party to this Agreement receives a call for Assistance for an Emergency Event occurring within its jurisdictional boundaries, that call will automatically be

dispatched to the Agency having primary jurisdiction, as well as to any Agency for which the Dispatcher or Computer Aided Dispatch System (CAD) determines may provide a more timely response. The Sending Party shall respond to the call and make necessary Assistance available without undue delay. The typical response from the Sending Party shall be one apparatus and crew.

The extent of Assistance provided by the Sending Party shall be determined solely by the Sending Party based on its established response criteria and procedures. In the event a Sending Party determines it will not be able to provide Assistance, the fire official for the Agency making that determination shall immediately notify the Requesting Party.

2. The first arriving unit shall be in command of the emergency scene, until relieved by the Requesting Party. The Sending Party's fire official shall retain direction and control of the Sending Party's fire personnel and equipment on the scene.
3. Each Party, whether it be the Requesting Party or a Sending Party, shall be responsible for injuries or death of its own personnel. Each Party shall maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue the other Party for any workers compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees.
4. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.
5. Specialized Activities of non-emergency nature may be requested and/or provided by both parties to the Agreement. There is no obligation on the part of a Sending Party to provide Specialized Activities.
6. No charge shall be made to either party for Assistance rendered under this Agreement for incidents with duration under eight (8) hours. Provided, however, that in the event the Requesting Party is reimbursed for said personnel, equipment, or any other costs from a party or parties responsible for the Emergency, or is otherwise reimbursed by a third party source, then reimbursement, on a pro-rata basis, shall be made to the Sending Party for any equipment or personnel charges.

V. COOPERATIVE IMPLEMENTATION

The Parties agree to work in good faith through their respective Agencies to cooperatively establish any specific response criteria or procedures as they may determine are needed to implement this Agreement. Such criteria and procedures do not necessarily need to be the same for each Party, but they shall not be contrary to the

primary purpose of this Agreement. Each Party shall be responsible for communicating in writing its response criteria and procedures to each of the other Cities, the President, and the applicable County Emergency Communications Center.

VI. LIABILITY AND INDEMNIFICATION

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party. For all other purposes, all personnel remain the employees of their respective Party during the performance of duties under this Agreement.
2. The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against the Sending Party or any officers, employees, or volunteers of the Sending Party for injury to or death of any third person or persons, or damage to the property of any third person or persons, arising out of the provision of Assistance by the Sending Party under this Agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466 applicable to any one Party. As provided in Minnesota Statutes, section 471.59, subdivision 1a, for the purposes of determining total liability the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 466.04, subdivision 1. Nothing in this Agreement shall be interpreted as any of the Parties waiving any exemptions or limitations on liability available to them under law.

The intent of the indemnification requirement of this section is to impose on each Requesting Party a limited duty to defend and indemnify any Sending Party for claims arising within the Requesting Party's jurisdiction subject to the liability limits under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of liability claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to the defended by a single attorney.

3. No Party to this Agreement, nor any officer of any Party, shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance.

VII. ADDING MEMBERS

Any other city or town adjacent to the Protection Area may join this Agreement upon the written consent of all of the existing Parties to this Agreement that abut upon the boundaries of the joining city or town, the adoption by the joining city or town of a resolution authorizing execution of this Agreement, and the filing of a copy of the

executed resolution and this Agreement with the President. The Ramsey County Fire Chiefs may impose reasonable conditions on the admission of additional cities and establish procedures for removal of a Party for cause. The addition of a city or town to this Agreement as provided herein does not require an amendment to this Agreement. The joining city or town shall become subject to the terms and conditions of this Agreement as of the effective date of its participation in the sharing of services under this Agreement as determined by the President.

VIII. MISCELLANEOUS

1. This Agreement may be amended by written agreement of the all of the Parties.
2. The Parties will execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. Each Party will deliver enough executed counterpart signature pages so that all of the Parties will have a fully executed original of this Agreement. The President will coordinate the delivery of the signature pages and compiling and delivering originals of the Agreement to each of the Parties.
3. This Agreement is made under the law of the State of Minnesota.
4. This Agreement is entered into for the benefit of the Parties and is not intended to provide any rights to any third parties.
5. This Agreement is not exclusive and is not intended to replace any other mutual aid agreements any of the Parties may have in place.

IX. EXECUTION

Each Party has read, agreed to, and executed this Agreement on the date indicated below.

[signature pages follow]

CITY OF FALCON HEIGHTS

Adopted on the 27th day of January, 2016.

By: _____
Joe Brown Thunder

Its: Mayor Pro Tem

By: _____
Sack Thongvanh

Its: City Administrator