

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

January 14, 1998

A G E N D A

- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL: GEHRZ ___ GIBSON TALBOT ___ HUSTAD ___
 JACOBS ___ KUETTEL ___ HOYT ___ ASLESON ___
 ATTORNEY ___ ENGINEER ___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: December 17, 1997
- E. PUBLIC HEARING: None
- F. CONSENT AGENDA:
 - 1. Disbursements + *Addendum*
 - a. General disbursements through 12/29/97, \$155,605.03
 - b. General disbursements through 12/31/97, \$57,691.33
 - c. Payroll, 12/16/97 to 12/31/97, \$10,759.74
 - 2. Licenses
 - 3. Resolution designating official depositories for 1998
 - 4. Consideration of resolution 98-02 to renew the lawful gambling registration for Celebrity Bowl Charities, Inc.
 - 5. Designation of official newspaper
 - 6. Consideration of an ordinance amending the cable franchise term to April 20, 1998
 - 7. Appointment of City Engineer and City Attorneys for 1998
 - 8. Review council standing rules
 - 9. Commission reappointments
 - 10. Appointment of Acting Fire Chief
- G. POLICY AGENDA:
 - 1. Addendum to the letter of agreement from St. Paul Fire regarding the implementation of phase III of the emergency medical services plan response in Falcon Heights and the response in the City of Lauderdale
 - 2. Consideration of resolution 98-03 approving the bid for refurbishing Fire Truck 753
 - 3. Consideration of resolution 98-04 awarding bid package C-3 of the Larpenteur Avenue Public Improvement Project to Jay Brothers Construction (State Fair Sign)
- H. INFORMATION AND ANNOUNCEMENTS:
- I. ADJOURN TO WORKSHOP
 - A. Discussion of city sign ordinance
 - B. Discussion of water management organizations
 - C. Other items as needed

7:00 P.M.

**SWEARING IN OF
COUNCILMEMBERS
JOHN HUSTAD
AND
LAURA KUETTEL**

**CITY OF FALCON HEIGHTS
REGULAR CITY COUNCIL MEETING
MINUTES OF DECEMBER 17, 1997**

Mayor Gehrz convened the meeting at 7:04 p.m.

PRESENT

Gehrz, Gibson Talbot, and Jacobs. Also present were Hoyt and Asleson.

ABSENT

Hustad and Kuettel.

COMMUNITY FORUM

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

MINUTES OF DECEMBER 3, 1997

Minutes were approved by unanimous consent.

CONSENT AGENDA APPROVED

Motion was made by Councilmember Gibson Talbot to approve the following consent agenda. Motion passed unanimously.

1. Disbursements
2. Licenses
3. Approval of change order #2 with North Metro Landscaping
4. Approval of payment to Ramsey County for Gottfried Pit stormsewer maintenance improvements
5. Approval of request to extend the timeline for completion of a garage with a front yard setback variance at 1596 Northrop Street
6. Authorization to purchase of a replacement snow blower for the John Deere 955 tractor
7. Approval of the budgeted 1998 standard compensation and step increases for regular employees
8. Approval of extension to sign package C-3 for the State Fair sign to January 31, 1998
9. Approval of the purchase of an automatic defibrillator for the police department

PUBLIC HEARING

PUBLIC HEARING TO ASSESS TREE REMOVAL CHARGES

Mayor Gehrz opened the public hearing at 7:07 p.m.

Administrator Hoyt reported that the proposed assessment is for the removal of a diseased tree from private property. The city's contractor removed the diseased tree

after the property owner did not so do. The property owner was notified of the hearing date and is aware of the proposed assessment amount.

Since there was no one present wishing to speak on this issue, Mayor Gehrz closed the public hearing at 7:09 p.m.

A motion was made by Councilmember Jacobs to approve Resolution 97-53, levying a special assessment for delinquent diseased tree removal charges at 1790 Arona Street. The motion passed unanimously.

POLICY AGENDA

APPROVAL OF RESOLUTIONS 97-49 (APPROVING THE 1998 TAX LEVY), 97-50 (APPROVING THE 1998 CITY BUDGET), AND 97-51 (ELIMINATING G.O. BONDS FROM THE TAX LEVY)

Administrator Hoyt explained that these resolutions were unanimously approved at the previous meeting. However, due to changes in state statutes, the city can no longer adopt the levy and budget at the same meeting as the city holds its public hearing on the budget. Therefore, the resolutions are being resubmitted for the council's approval.

Councilmember Gibson Talbot moved approval of Resolution 97-49, certifying the 1998 property tax levy of \$589,410. The motion passed unanimously.

Councilmember Jacobs moved approval of Resolution 97-50, adopting the 1998 general fund budget OF \$1,205,981. The motion passed unanimously.

Councilmember Gibson Talbot moved approval of Resolution 97-51, eliminating the 1991 and 1993 G.O. Bond Debt Service from the 1998 property tax levy. The motion passed unanimously.

UPDATE ON THE STATE FAIR SIGN AND THE LARPENTEUR AVENUE PROJECT

Landscape architect Michael Schroeder gave the council an update on the State Fair sign design which is an element in the Larpenteur Avenue streetscape project.

UPDATE ON THE DELIVERY OF EMERGENCY MEDICAL SERVICE

Administrator Hoyt reported that by January 1, 1998, Falcon Heights will move to a new service delivery model where either a Basic Life Support (BLS) ambulance from Falcon Heights or an Advanced Life Support (ALS) ambulance from St. Paul Fire will be dispatched from the point of the 9-1-1 call, depending upon the medical needs of the patient. In addition, the St. Anthony Police, who serve as first responders to all medical calls, will have defibrillators in their squad cars to use in the event of a cardiac arrest.

ADJOURNMENT

The meeting adjourned at 7:57 p.m.

Susan L. Gehrz, Mayor

Carla Asleson
Recording Secretary

CONSENT
Date: 1/14/98
Item: 1

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

REVIEWED BY: Susan Hoyt, City Administrator

EXPLANATION/SUMMARY:

- a. General disbursements through 12/29/97, \$155,605.03
- b. General disbursements through 12/31/97, \$57,691.33
- c. Payroll, 12/16/97 to 12/31/97, \$10,759.74

ACTION REQUESTED: Approval

APPROVAL OF BILLS
 PERIOD ENDING: 12-29-97

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	ACORDIA	ADM/ACCT BOND EXP	-----	700.00
	AMERICAN LINEN SUPPLY CO.	LINEN CLEANING	FIRE FIG	41.44
	AMERICAN OFFICE PRODUCTS	PAPER CUTTER/CALENDAR/PE	ADMINIST	150.46
	AMERICAN OFFICE PRODUCTS	INK JET PAPER/RIBBONS/3	ADMINIST	107.02
	*** TOTAL	FOR AMERICAN OFFICE PROD		257.48
	ANDERSON, KEVIN	HAND CLEANER/REPLACEWICK	FIRE FIG	13.53
35666	BANK CARD CENTER-FBS	PLAYROOM EQUIPMENT	PUBLIC W	348.18
		ELECTIONS POSTAGE	ELECTION	9.62
		POSTAGE	ADMINIST	15.12
		NEWSLETTER EXPENSE	COMMUNIC	4.06
	*** TOTAL	FOR BANK CARD CENTER-FBS		376.98
35665	BANK CARD CENTER	NEC NOTEBOOK COMPUTER	GENERAL	2,128.94
		HP DESKJET 722C PRINTER	GENERAL	372.72
		PRINTER CABLE	GENERAL	7.44
	*** TOTAL	FOR BANK CARD CENTER		2,509.10
	BLOMBERG PHARMACY	FILM,BATTERIES	FIRE PRE	24.33
	BLOMBERG PHARMACY	FILM, BATTERIES	FIRE PRE	24.33
	*** TOTAL	FOR BLOMBERG PHARMACY		48.66
	BOARD OF WATER COMMISSNRS	CURTISS PARK-H2O	PARK & R	5.10
	BOARD OF WATER COMMISSNRS	CURTISS PARK-SS	PARK & R	11.66
	BOARD OF WATER COMMISSNRS	CUMMUNITY PARK-H2O	PARK & R	64.66
	BOARD OF WATER COMMISSNRS	CUMMUNITY PARK-SS	PARK & R	38.53
	BOARD OF WATER COMMISSNRS	CITY HALL H2O	CITY HAL	16.02
	BOARD OF WATER COMMISSNRS	CITY HALL-SS	CITY HAL	11.66
	*** TOTAL	FOR BOARD OF WATER COMMI		147.63
	CARLSON EQUIPMENT COMP.	SAFETY VESTS/BROOM	STREETS	200.94
	CAMPBELL KNOTSON	11/97 GENERAL LEGAL	LEGAL	1,187.60
	CASH	PARKING TRADE CONF	PARK & R	12.00
	CASH	CARPET DISPOSAL	CITY HAL	35.00
	CASH	POSTAGE	ADMINIST	1.01
	*** TOTAL	FOR CASH		48.01
	CASTLE INSPECTION SVC	11/97 BLDG INSPECTIONS	PLANNING	1,593.95
	CASTLE INSPECTION SVC	11/97 PLUMBING INSP	PLANNING	53.00
	*** TOTAL	FOR CASTLE INSPECTION SV		1,646.95
	CELEBRITY BOWL CHARITIES	REFUND UNUSED 3% FUNDS	LAWFUL G	6.39
	CHAMPION AUTO STORES	CAR WASH FOR FIRE TRKS	FIRE FIG	5.31
	CY'S UNIFORMS	STEVE HOY EQUIP	FIRE FIG	89.65
	E-Z RECYCLING, INC.	12/97 RECYCLING	SOLID WA	1,501.86

APPROVAL OF BILLS
 PERIOD ENDING: 12-29-97

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	E-Z RECYCLING, INC.	12/97 RECYCLING	SOLID WA	1,000.00
	*** TOTAL FOR E-Z RECYCLING, INC.			2,501.86
	EMERGENCY APPARATUS MAINT	NEW BATTERIES	RESCUE S	495.75
	FIRE EQUIPMENT SPECIALTIE	COAT/LUMBAR PANTS	FIRE & R	776.95
	FIRE EQUIPMENT SPECIALTIE	LADDER REPAIR	FIRE FIG	53.95
	FIRE EQUIPMENT SPECIALTIE	6 PAIR GLOVE/3FACESHEILD	FIRE FIG	334.95
	FIRE EQUIPMENT SPECIALTIE	AIR BAGS	FIRE & R	3,089.95
	*** TOTAL FOR FIRE EQUIPMENT SPECI			4,255.80
	FIRE INSTRUCTORS ASSN. MN	RESCUE BOOKS FOR TNG	RESCUE S	236.98
	FIRE INSTRUCTORS ASSN. MN	RESCUE BOOKS FOR TNG	RESCUE S	87.60
	FIRE INSTRUCTORS ASSN. MN	97 UNIFORM FIRE CODE BK	FIRE PRE	172.23
	*** TOTAL FOR FIRE INSTRUCTORS ASS			496.81
	GOPHER STATE ONE-CALL	UTILITY CHECKS	STREETS	1.75
	INSTY-PRINTS PLUS	COPIES OF 98 BUDGET	FINANCE	95.91
	JAY BROTHERS INC	PYMENT # 3	LARPENTE	21,116.60
	JAY BROTHERS INC	PYMT # 4	LARPENTE	67,649.50
	*** TOTAL FOR JAY BROTHERS INC			88,766.10
	JEANE THORNE INC	PATRICIA OWEN (TEMP)	ADMINIST	77.18
	KRIEGLER, CAROL	MILEAGE REIMB-PHONES	ADMINIST	32.76
	LEAGUE OF MN CITIES	98 WORKMANS COMP PREMIUM	-----	7,287.00
	LABSOURCE	BLS TEXTS	RESCUE S	67.75
	MCI	LONG DISTANCE CHRGS	CITY HAL	10.19
	M-75 BUILDING MAINTENANCE	12/97 CLEANING	CITY HAL	197.03
	MIDWEST DELIVERY SERVICE	DELIVERY TO SPRINGSTEAD	LARPENTE	8.15
	MN IAAI	98 MEMBERSHIP DUES	-----	25.00
	MINNESOTA CONWAY	RECHARGE/CHECK FIRE EXTI	CITY HAL	133.60
35664	MN DEPARTMENT OF REVENUE	ST WITHHODINGS 12/15	ADMINIST	619.48
	MINNESOTA STATE TREASURER	4TH QTR BLDG PERMITS	-----	200.77
	MN TURF & GROUNDS FOUNDAT	TRETSVAN/MEISNR TRADE/SH	PARK & R	90.00
	MUSKA ELECTRIC CO.	CIURT	PARK & R	0.00
	MUSKA ELECTRIC CO.	CURTIS FIELD/ICE RINK	PARK & R	144.68
	*** TOTAL FOR MUSKA ELECTRIC CO.			144.68
	NSP	PROTECTIVE LIGHTING	PARK & R	22.23

APPROVAL OF BILLS
 PERIOD ENDING: 12-29-97

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	NSP	CIVIL DEFENSE SIREN	EMERGENC	6.28
	NSP	ELECT TO 12.2	PARK & R	379.91
	NSP	GAS TO 12.2	PARK & R	260.39
	NSP	ELECT TO 12.6	SANITARY	11.86
	NSP	ELECT/GAS TO 12-6	PARK & R	97.75
	*** TOTAL	FOR NSP		778.42
	NORTHWEST YOUTH & FAMILY	1/98 TEEN COURT SVCS	-----	4,682.10
	OFFICE MACHINE SALES/SVC	OFFICE FURNITURE	GENERAL	2,523.00
	ROLAND OLSON	MILEAGE REIMBURSEMENTS	FINANCE	5.04
	OXYGEN SERVICE COMPANY	OXYGEN	RESCUE S	58.50
	OXYGEN SERVICE COMPANY	OXYGEN	RESCUE S	24.72
	*** TOTAL	FOR OXYGEN SERVICE COMPA		83.22
35663	PERA	PERA WITH 12/1 TO 12/15	ADMINIST	1,191.28
	PAKOY, GENE	4TH QTR INSP M9742/M9770	PLANNING	1,548.75
	RAMSEY COUNTY	POSTAL VERIFICATIONS	ELECTION	12.72
	RAMSEY COUNTY	SAND/SALT MIX 2 TON	STREETS	32.26
	RAMSEY COUNTY	SNOW PLOWING/SAND 11/97	STREETS	2,920.91
	*** TOTAL	FOR RAMSEY COUNTY		2,965.89
	REFLECTO PRODUCTS CO.	REFLECTIVE EMBLEMS	RESCUE S	403.36
	S & S TREE SPECIALISTS IN	TREE TRIMMING FALL/97	TREE PRO	9,800.00
	SPEEDWAY SUPERAMERICA LLC	GAS AND DIESEL FUEL	PARK & R	116.50
	SPEEDWAY SUPERAMERICA LLC	FUEL FOR AMBULANCES	RESCUE S	48.85
	*** TOTAL	FOR SPEEDWAY SUPERAMERIC		165.35
	TRI-STATE BOBCAT INC	BOBCAT W/ATTACHEMENTS	PUBLIC W	16,022.93
	TWIN CITIES SERVICE CTR	BATTERIES	FIRE FIG	298.94
	TARGET	PLAYROOM SUPPLIES	PARK PRO	48.36
	AIRTOUCH CELLULAR	MOBILE PHONE CHRGS	RESCUE S	16.25
	UNIVERSITY OF MINNESOTA	FIRE PREVT BLDG CONF	FIRE PRE	90.00
	USWEST COMMUNICATIONS	PHONE SVC TO 12/10	PARK & R	59.68
	ST. ANTHONY VILLAGE	SQUAD REPAIR	POLICE	1,506.50
	BRODERICK, BERNARD	DELIVERIES-MILEAGE	ADMINIST	7.59
	ANOKA-HENNEPIN TECHNICAL	TRAINING/CAR&FLAMLIQUID	FIRE FIG	433.01
	COORDINATED BUS. SYSTEMS,	TONER/STAPLES	ADMINIST	17.04

APPROVAL OF BILLS
PERIOD ENDING: 12-29-97

CHECK# VENDOR NAME DESCRIPTION DEPT. AMOUNT

SALISBURY INDUSTRIES OUTSIDE LETTERBOX,CITYHA LARPENTE 171.08

*** TOTAL FOR BANK 01 155,605.03

*** GRAND TOTAL *** 155,605.03

APPROVAL OF BILLS
 PERIOD ENDING: 12-31-97

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	IIMC	98 MEMBERSHIP DUES	-----	80.00
	MN DEPARTMENT OF REVENUE	PAY 1997 SALES TAX TO MN	-----	132.27
	MN DEPARTMENT OF REVENUE	PAY 1997 USER TAX TO MN	-----	269.73
	NORTHWEST YOUTH & FAMILY	1998 DONATION	-----	6,351.00
	CITY OF ROSEVILLE	NORTH SUB TOBACCO COMPL	-----	160.12
35739	UNIV OF MINN	PHILLIPS-MUNICIPALS WKSHP	-----	40.00
35738	SUBURBAN CHAMBER COMMERCE	1/27/98 STATE CITIES ADD	-----	15.00
	ST. ANTHONY VILLAGE	JANUARY POLICE SVCS	-----	28,028.33
	*** TOTAL	FOR DEPT 00		35,076.45
	OFFICE MAX CREDIT PLAN	OFFICE SUPPLIES	ADMINIST	42.58
	*** TOTAL	FOR DEPT 12		42.58
	CHAMPION AUTO STORES	BULBS/CAR WASH/CHAMOISE	FIRE FIG	32.96
	EMERGENCY APPARATUS MAINT	REPR HEADLIGHT TRK 753	FIRE FIG	121.94
	FIRE EQUIPMENT SPECIALTIE	SC3A TESTING/REPAIR	FIRE FIG	162.85
	IVERSON, TERRY	MILEAGE REIMBURSEMENT	FIRE FIG	55.13
	RAMSEY CLINIC	IMMUN LEMAY/HUTCHINSON	FIRE FIG	146.00
	SUBURBAN HARDWARE	JOINT COMPUND/SUPPLES	FIRE FIG	82.19
	USWEST COMMUNICATIONS	PHONE SVC TO 12/31/97	FIRE FIG	169.45
	MN FIRE SVC CERT. BOARD	HOY-FIRE FTR CERT TEST	FIRE FIG	70.00
	*** TOTAL	FOR DEPT 24		840.52
	AT&T WIRELESS SERVICES	PAGER-PUBLIC WORKS	CITY HAL	15.43
	NSP	GAS DEC/97	CITY HAL	563.65
	RAMSEY CLINIC	IMMUNIZATION BILL/DAVE	CITY HAL	116.00
	SUBURBAN HARDWARE	RUD DOCTOR/SPACKL/GLOVES	CITY HAL	72.55
	*** TOTAL	FOR DEPT 31		767.63
	S & S TREE SPECIALISTS IN	COMPLETION TREE TRIMMING	TREE PRO	599.73
	*** TOTAL	FOR DEPT 34		599.73
	BUMPER TO BUMPER	FULE/LUBE	PARK & R	11.95
	ON SITE SANITATION	SATELLITE COMM PARK	PARK & R	19.63
	SUBURBAN HARDWARE	KEYS/ GLOVES/BOX COVER	PARK & R	23.77
	USWEST COMMUNICATIONS	PHONE SVC TO 12/22/97	PARK & R	55.60
	*** TOTAL	FOR DEPT 41		110.95
	J.O. THOMPSON INC.	CARPET	GENERAL	7,070.50
	*** TOTAL	FOR DEPT 63		7,070.50
	GOPHER SIGN COMPANY	HYDRANT MARKERS	PUBLIC W	3,587.24
	*** TOTAL	FOR DEPT 65		3,587.24
	BRUAN PUMP & CONTROLS	REPR CABLE ON PUMP	SANITARY	281.85
	SUBURBAN HARDWARE	PADDLELOCK	SANITARY	30.87
	*** TOTAL	FOR DEPT 75		312.72
	LEMAY, BARBARA	REIMB MEDICAL TNG EXP	RESCUE S	50.00
	OXYGEN SERVICE COMPANY	OXYGEN	RESCUE S	31.39
	ROAD RESCUE, INC.	REPAIR SUCTION EQUIP756	RESCUE S	362.98
	*** TOTAL	FOR DEPT 76		444.37
35737	CARLA ASLESON	TUITION REIMB-ASLESON	CONTINGE	820.85
	*** TOTAL	FOR DEPT 92		320.35

APPROVAL OF BILLS
 PERIOD ENDING: _12-31-97

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	FOCUS NEWS	ORD 97-09	LEGISLAT	30.60
	*** TOTAL	FOR DEPT 11		30.60
	AMERICAN OFFICE PRODUCTS	CHAIR MAT/PLASTIC TABS	ADMINIST	96.22
35724	MCFOA	CLERK CERTIFICATION FEE	ADMINIST	25.00
35722	MN DEPARTMENT OF REVENUE	ST WITHHOLD 12/16-12/31	ADMINIST	636.59
35723	PERA	PERA WITHHDGS 12/16-12/3	ADMINIST	1,243.93
	UNITED WAY	PHILLIPS 4TH QTR	ADMINIST	36.00
	*** TOTAL	FOR DEPT 12		2,037.74
	CASTLE INSPECTION SVC	12/97BLDG97-59/62;R61/63	PLANNING	1,077.56
	*** TOTAL	FOR DEPT 17		1,077.56
	AMERICAN LINEN SUPPLY CO.	LINENE CLEANING FIREDEPT	FIRE FIG	36.76
	COLONIAL INSURANCE	12/97 BAUMAN	FIRE FIG	29.65
	*** TOTAL	FOR DEPT 24		66.41
	COLONIAL INSURANCE	12/97 IVERSON	FIRE PRE	36.45
	UNITED WAY	IVERSON 4TH QTR	FIRE PRE	25.20
	*** TOTAL	FOR DEPT 25		61.65
	J.O. THOMPSON INC.	PAINT AND SUNDRIES	CITY HAL	95.98
	*** TOTAL	FOR DEPT 31		95.98
	HOWARD GREEN COMPANYC.	GENERAL SVCS 330000M	ENGINEER	232.76
	*** TOTAL	FOR DEPT 33		232.76
	UNITED WAY	KRIEGLER 4TH QTR	PARK & R	30.00
	*** TOTAL	FOR DEPT 41		30.00
	CENTURY POWER EQUIPMENT	JD MODEL 59 SNOWBLOWER	PUBLIC W	2,266.32
	TRI-STATE BOBCAT INC	SNOWPLOW FOR BOBCAT	PUBLIC W	2,076.75
	*** TOTAL	FOR DEPT 65		4,343.07
	HOWARD GREEN COMPANYC.	SNELLING AVE MSA	INFRASTR	41.52
	*** TOTAL	FOR DEPT 71		41.52
	*** TOTAL	FOR BANK 01		57,691.33
	*** GRAND TOTAL ***			57,691.33

ADDENDUM
TO DISBURSEMENTS
Consent 1

ITEM: Approval of payment #2 and # 3 to Killmer Electric for a total
\$123,767.40

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Michael Schroeder, HKG

EXPLANATION/DESCRIPTION:

There are two outstanding payments from December 11, 1997 to Killmer Electric for their work on the Larpenteur Avenue improvements. Michael Schroeder, the project manager, approved the expenditure in December.

ACTION REQUESTED:

Approve payment #2 and #3 to Killmer Electric for \$123,767.40 from the Larpenteur Avenue improvement fund.

Hoisington Koegler Group Inc.



December 11, 1997

Susan Hoyt, City Administrator
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113-5594

RE: Larpenteur Avenue Streetscape Improvements
Bid Package 'B' – Lighting and Sidewalks
Contractor's Application for Payment #3

Dear Ms. Hoyt:

Attached you will find Contractor's Application for Payment #3, date December 3, 1997, for payment of work completed according to the contract document for Larpenteur Avenue Streetscape Improvements Bid Package 'B' – Lighting and Sidewalks. The amount due to Killmer Electric Company, Inc. is \$79,776.72.

Please call me if you have any questions.

Sincerely,

Hoisington Koegler Group, Inc.

A handwritten signature in black ink, appearing to read 'Todd Halunen', followed by a horizontal line.

Todd Halunen

C: Dan Palmer, Killmer Electric Company, Inc.

CONTRACTORS APPLICATION FOR PAYMENT

Application No.: 3

To (Owner):

City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113

Percent Complete: 44%
Period: 10/13 to 11/18/97
Application Date: December 3, 1997

Application Amount: \$79,776.72

FROM (Contractor):

Killmer Electric Company
9702 85th Avenue North
Maple Grove, Minnesota 55369

CONTRACTOR FOR:

Larpenteur Avenue Streetscape Improvements
Bid Package 'B' -- Lighting and Sidewalk:

VIA (Landscape Architect):

Hoisington Koegler Group Inc.
123 North Third Street, Suite 100
Minneapolis, Minnesota 55401

Contract Date: June 16, 1997

Original Contract Amount: \$381,156.40

Change Order Summary:

<u>Change Order Number</u>	<u>Date Approved</u>	<u>Additions</u>	<u>Deductions</u>
1	--	\$16,178.50	

Payment Summary:

<u>Payment Number</u>	<u>Application Date</u>	<u>Amount</u>
1	October 6, 1997	\$40,042.03
2	October 13, 1997	\$43,990.68

Original contract amount	\$381,156.40
Net change by change orders	\$16,178.50
Contract amount to date	\$397,334.90
Total completed to date	\$167,431.40
Materials Stored	\$5,000.00
Completed and Stored	\$172,431.40
Retainage (5.0%)	\$8,621.57
Total Earned less Retainage	\$163,809.83
Less Previous Payments	\$84,033.11
Amount Due this Application	\$79,776.72

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being Applications for Payment numbered through 2 inclusive; and (2) all materials and equipment incorporated in said project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated December 9, 19 97

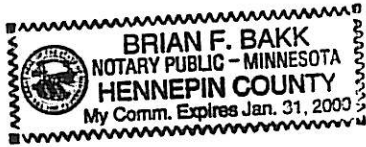
Killmer Electric Co., Inc.
(Contractor)

By: *Daniel D. Palmer*
(Name & Title)

County of Hennepin

State of Minnesota

Before me this 9th day of December, 19 97, personally appeared Daniel D. Palmer known to me, who being duly sworn did depose and say that s/he is the Vice President (office) of the Contractor above mentioned; that s/he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.



Brian F. Bakke
(Notary Public)

My commission expires: 1-31-00

APPROVED FOR PAYMENT:

Dated 12-11, 19 97

[Signature]
(Hoisington Koegler Group Inc.)

Dated _____, 19 _____

(City of Falcon Heights.)

Larpeur Avenue Streetscape Improvements
Falcon Heights, Minnesota

Bid Package B' -- Lighting and Sidewalks

Killmer Electric Company, Inc.,
9702 85th Avenue North
Maple Grove, Minnesota 55369

Partial Payment 3

12/3/97

Detail of Work Completed

ITEM	UNIT	CONTRACT QUANTITY	UNIT PRICE	COMPLETE TO DATE	AMOUNT
1 Mobilization and traffic control	lump sum	1.00	\$18,000.00	1.00	\$18,000.00
2 Remove concrete walk	s.m.	700.00	\$22.00	587.00	\$12,914.00
3 Remove barricade	each	1.00	\$1,100.00	1.00	\$1,100.00
4 Remove concrete filled steel guard post	each	2.00	\$82.00	2.00	\$164.00
5 Remove concrete driveway apron	s.m.	215.00	\$33.00	50.00	\$1,650.00
6 Remove bituminous paving	s.m.	86.00	\$22.00	346.00	\$7,612.00
7 Remove concrete curb and gutter	l.m.	29.00	\$23.10	47.00	\$1,085.70
8 Relocate bus stop bench	each	1.00	\$275.00	0.50	\$137.50
9 Salvage light standard and luminaire	each	2.00	\$337.00	2.00	\$674.00
10 Salvage roadway sign, incl. post	each	20.00	\$22.00	2.00	\$44.00
11 Salvage concrete wheel stops	each	25.00	\$33.00	30.00	\$990.00
12 Sawcut bituminous pavement, full depth	l.m.	70.00	\$16.50	146.00	\$2,409.00
13 Sawcut concrete walk, full depth	l.m.	20.00	\$11.00	22.00	\$242.00
14 Service/feedpoint	each	2.00	\$5,670.00	1.50	\$8,505.00
15 Jack conduit under pavement	l.m.	150.00	\$27.10	222.00	\$6,016.20
16 B624 curb and gutter	l.m.	7.30	\$66.00	40.00	\$2,640.00
17 Concrete pavement	s.m.	10.00	\$110.00	0.00	\$0.00
18 Concrete driveway apron	s.m.	215.00	\$66.00	76.00	\$5,016.00
19 Bituminous pavement	s.m.	50.00	\$44.00	0.00	\$0.00
20 Light pole found. for lighting unit type A	each	16.00	\$465.00	5.00	\$2,325.00
21 Light pole found. for lighting unit type B	each	40.00	\$460.00	23.00	\$10,580.00
22 Handhole, type PVC incl conc. cover	each	13.00	\$290.00	6.00	\$1,740.00
23 Pedestrian ramp/curb cut	each	9.00	\$660.00	9.00	\$5,940.00
24 Concrete walk	s.m.	759.00	\$38.50	786.00	\$30,261.00
25 Special concrete texture	s.m.	109.00	\$105.50	0.00	\$0.00
26 Install salv. roadway sign, incl. post, sleeve	each	10.00	\$49.50	0.00	\$0.00
27 Install salvaged conc. wheel stops	each	25.00	\$66.00	0.00	\$0.00
28 Lighting unit type A, roadway	each	16.00	\$1,133.00	13.00	\$14,729.00
29 Lighting unit type B-1, pedestrian, twin	each	36.00	\$4,080.00	0.00	\$0.00
30 Lighting unit type B-2, pedestrian, single	each	4.00	\$3,032.00	0.00	\$0.00
31 Lighting unit type A, spare	each	2.00	\$1,042.00	0.00	\$0.00
32 Lighting unit type B-1, spare	each	2.00	\$3,620.00	0.00	\$0.00
33 1.5 inch non-metallic conduit	l.f.	8234.00	\$2.05	5480.00	\$11,234.00
34 2.0 inch non-metallic conduit	l.f.	1200.00	\$4.10	500.00	\$2,050.00
35 Underground wire, 1/conductor no. 6	l.f.	24800.00	\$0.48	15000.00	\$7,200.00
36 Underground wire, 1/conductor no. 8	l.f.	6200.00	\$0.45	3200.00	\$1,440.00
					\$156,698.40

full payment upon placement of benches

Eliminated by COI

Unit price adjusted by COI

Summary of Application for Payment

AMOUNT DUE TO DATE	\$167,431.40
<hr/>	
Previous Payments	
Partial Payment No. 1	\$40,042.43
Partial Payment No. 2	\$43,990.68
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
	<hr/>
	\$84,033.11
Original contract amount	\$381,156.40
Net change by change orders	\$16,178.50
Contract amount to date	\$397,334.90
Total completed to date	\$167,431.40
Materials Stored	\$5,000.00
Completed and Stored	\$172,431.40
Retainage (5.0%)	\$8,621.57
Total Earned less Retainage	\$163,809.83
Less Previous Payments	\$84,033.11
Amount Due this Application	<hr/>
	\$79,776.72

Lighting equip. for community markers

Hoisington Koegler Group Inc.



December 11, 1997

Susan Hoyt, City Administrator
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113-5594

RE: Larpenteur Avenue Streetscape Improvements
Bid Package 'B' – Lighting and Sidewalks
Contractor's Application for Payment #2

Dear Ms. Hoyt:

Attached you will find Contractor's Application for Payment #2, date November 26, 1997, for payment of work completed according to the contract document for Larpenteur Avenue Streetscape Improvements Bid Package 'B' – Lighting and Sidewalks. The amount due to Killmer Electric Company, Inc. is \$43,990.68.

Please call me if you have any questions.

Sincerely,

Hoisington Koegler Group, Inc.

A handwritten signature in black ink, appearing to read 'Todd Halunen', followed by a period.

Todd Halunen

C: Dan Palmer, Killmer Electric Company, Inc.

CONTRACTORS APPLICATION FOR PAYMENT

Application No.: 2

To (Owner):

City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113

Percent Complete: 23%
Period: 9/5/97 to 10/13/97
Application Date: November 26, 1997

Application Amount: \$43,990.68

FROM (Contractor):

Killmer Electric Company
9702 85th Avenue North
Maple Grove, Minnesota 55369

CONTRACTOR FOR:

Larpenteur Avenue Streetscape Improvements
Bid Package 'B' -- Lighting and Sidewalk:

VIA (Landscape Architect):

Hoisington Koegler Group Inc.
123 North Third Street, Suite 100
Minneapolis, Minnesota 55401

Contract Date: June 16, 1997

Original Contract Amount: \$381,156.40

Change Order Summary:

<u>Change Order Number</u>	<u>Date Approved</u>	<u>Additions</u>	<u>Deductions</u>
1	--	\$16,178.50	

Payment Summary:

<u>Payment Number</u>	<u>Application Date</u>	<u>Amount</u>
1	October 6, 1997	\$40,042.43

Original contract amount	\$381,156.40
Net change by change orders	\$16,178.50
Contract amount to date	\$397,334.90
Total completed to date	\$88,455.90
Materials Stored	\$0.00
Completed and Stored	\$88,455.90
Retainage (5.0%)	\$4,422.80
Total Earned less Retainage	\$84,033.11
Less Previous Payments	\$40,042.43
Amount Due this Application	\$43,990.68

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract, being Applications for Payment numbered through 1 inclusive; and (2) all materials and equipment incorporated in said project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Dated December 9, 19 97

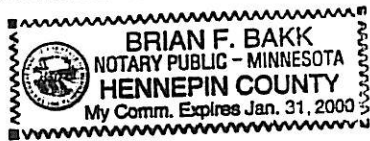
Killmer Electric Co., Inc.
(Contractor)

By: *Daniel D. Palmer*
(Name & Title)

County of Hennepin

State of Minnesota

Before me this 9th day of December, 19 97, personally appeared Daniel D. Palmer known to me, who being duly sworn did depose and say that s/he is the Vice President (office) of the Contractor above mentioned; that s/he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.



Brian F. Bakke
(Notary Public)

My commission expires: 1-31-00

APPROVED FOR PAYMENT:

Dated 12-11, 19 97

[Signature]
(Hoisington Koegler Group Inc.)

Dated _____, 19 _____

(City of Falcon Heights.)

Larpeur Avenue Streetscape Improvements
Falcon Heights, Minnesota

Bid Package 'B' -- Lighting and Sidewalks

Killmer Electric Company, Inc.
9702 85th Avenue North
Maple Grove, Minnesota 55369

Partial Payment 2

11/26/97

Detail of Work Completed

ITEM	UNIT	CONTRACT QUANTITY	UNIT PRICE	COMPLETE TO DATE	AMOUNT
1 Mobilization and traffic control	lump sum	1.00	\$18,000.00	1.00	\$18,000.00
2 Remove concrete walk	s.m.	700.00	\$22.00	587.00	\$12,914.00
3 Remove barricade	each	1.00	\$1,100.00	1.00	\$1,100.00
4 Remove concrete filled steel guard post	each	2.00	\$82.00	2.00	\$164.00
5 Remove concrete driveway apron	s.m.	215.00	\$33.00	50.00	\$1,650.00
6 Remove bituminous paving	s.m.	86.00	\$22.00	346.00	\$7,612.00
7 Remove concrete curb and gutter	l.m.	29.00	\$23.10	47.00	\$1,085.70
8 Relocate bus stop bench	each	1.00	\$275.00	0.50	\$137.50
9 Salvage light standard and luminaire	each	2.00	\$337.00	0.00	\$0.00
10 Salvage roadway sign, incl. post	each	20.00	\$22.00	2.00	\$44.00
11 Salvage concrete wheel stops	each	25.00	\$33.00	30.00	\$990.00
12 Sawcut bituminous pavement, full depth	l.m.	70.00	\$16.50	146.00	\$2,409.00
13 Sawcut concrete walk, full depth	l.m.	20.00	\$11.00	22.00	\$242.00
14 Service/feedpoint	each	2.00	\$5,670.00	0.00	\$0.00
15 Jack conduit under pavement	l.m.	150.00	\$27.10	222.00	\$6,016.20
16 B624 curb and gutter	l.m.	7.30	\$66.00	11.00	\$726.00
17 Concrete pavement	s.m.	10.00	\$110.00	0.00	\$0.00
18 Concrete driveway apron	s.m.	215.00	\$66.00	21.00	\$1,386.00
19 Bituminous pavement	s.m.	50.00	\$44.00	0.00	\$0.00
20 Light pole found. for lighting unit type A	each	16.00	\$465.00	5.00	\$2,325.00
21 Light pole found. for lighting unit type B	each	40.00	\$460.00	23.00	\$10,580.00
22 Handhole, type PVC incl conc. cover	each	13.00	\$290.00	6.00	\$1,740.00
23 Pedestrian ramp/curb cut	each	9.00	\$660.00	3.00	\$1,980.00
24 Concrete walk	s.m.	759.00	\$38.50	318.00	\$12,243.00
25 Special concrete texture	s.m.	109.00	\$105.50	0.00	\$0.00
26 Install salv. roadway sign, incl. post, sleeve	each	10.00	\$49.50	0.00	\$0.00
27 Install salvaged conc. wheel stops	each	25.00	\$66.00	0.00	\$0.00
28 Lighting unit type A, roadway	each	16.00	\$1,133.00	0.00	\$0.00
29 Lighting unit type B-1, pedestrian, twin	each	36.00	\$4,080.00	0.00	\$0.00
30 Lighting unit type B-2, pedestrian, single	each	4.00	\$3,032.00	0.00	\$0.00
31 Lighting unit type A, spare	each	2.00	\$1,042.00	0.00	\$0.00
32 Lighting unit type B-1, spare	each	2.00	\$3,620.00	0.00	\$0.00
33 1.5 inch non-metallic conduit	l.f.	8234.00	\$2.05	1250.00	\$2,562.50
34 2.0 inch non-metallic conduit	l.f.	1200.00	\$4.10	0.00	\$0.00
35 Underground wire, 1/conductor no. 6	l.f.	24800.00	\$0.48	0.00	\$0.00
36 Underground wire, 1/conductor no. 8	l.f.	6200.00	\$0.45	0.00	\$0.00
					\$85,906.90

full payment upon placement of benches

Eliminated by COI

Unit price adjusted by COI

Change Orders

CO1

Re-feed electric service @ Dino's	lump sum	1.00	\$5,098.00	0.50	\$2,549.00
Re-feed electric service @ Amoco	lump sum	1.00	\$5,635.00	0.00	\$0.00
Install lighting & power for comm. markers	lump sum	1.00	\$15,445.00	0.00	\$0.00
Elim. line item 25 (special conc. texture)		0.00	\$0.00	0.00	\$0.00
Adjust line item 32 (lighting unit type B-1)		0.00	\$0.00	0.00	\$0.00
					<u>\$2,549.00</u>

Summary of Application for Payment

AMOUNT DUE TO DATE	\$88,455.90
Previous Payments	
Partial Payment No. 1	\$40,042.43
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
Partial Payment No.	\$0.00
	<hr/>
	\$40,042.43

Original contract amount	\$381,156.40
Net change by change orders	\$16,178.50
Contract amount to date	\$397,334.90
Total completed to date	\$88,455.90
Materials Stored	\$0.00
Completed and Stored	\$88,455.90
Retainage (5.0%)	\$4,422.80
Total Earned less Retainage	\$84,033.11
Less Previous Payments	\$40,042.43
Amount Due this Application	<hr/>
	\$43,990.68

C H E C K R E G I S T E R

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHECK AMOUNT
COM	12 30 97	6 SUSAN GEHRZ	28276	285.06
COM	12 30 97	8 SAM JACOBS	28277	277.05
COM	12 30 97	10 JAN GIBSON TALBOT	28278	200.00
COM	12 30 97	11 JOHN HUSTAD	28279	277.05
COM	12 30 97	12 LAURA A. KUETTEL	28280	277.05
COM	12 30 97	30 NICHOLAS BAUMANN	28281	303.36
COM	12 30 97	34 CLEMENT KURHAJETZ	28282	109.67
COM	12 30 97	40 KEVIN ANDERSON	28283	72.83
COM	12 30 97	42 MICHAEL D. CLARKIN	28284	124.67
COM	12 30 97	47 NATHANIEL HEROLD	28285	46.17
COM	12 30 97	60 TERRY D. IVERSON	28286	29.56
COM	12 30 97	63 RACHELLE L. MARVIN	28287	59.19
COM	12 30 97	66 ALFRED HERNANDEZ	28288	46.17
COM	12 30 97	1002 SUSAN HOYT TAFF	28289	1530.98
COM	12 30 97	1003 TERRY IVERSON	28290	1031.36
COM	12 30 97	1005 CAROL KRIEGLER	28291	614.51
COM	12 30 97	1007 PATRICIA PHILLIPS	28292	819.81
COM	12 30 97	1010 CARLA ASLESON	28293	975.64
COM	12 30 97	1013 WILLIAM MAERTZ	28294	979.57
COM	12 30 97	1026 JASON CIERNIA	28295	55.41
COM	12 30 97	1033 DAVE TRETSVEN	28296	740.96
COM	12 30 97	1088 DONALD R. MEISSNER	28297	501.25
COM	12 30 97	1102 AUSTIN M. PETERSON	28298	138.39
COM	12 30 97	1103 DIANE MEYER	28299	217.95
COM	12 30 97	1110 JULIE OBERMILLER	28300	105.28
COM	12 30 97	1136 ROLAND O. OLSON	28301	940.80

****TOTALS****

10759.74

CONSENT

Meeting Date: January 14, 1998

Item: 2

ITEM DESCRIPTION: 1998 City Licenses

SUBMITTED BY: Pat Phillips, Licensing Coordinator

REVIEWED BY: Carla Asleson, Administrative Assistant/Planner

EXPLANATION/SUMMARY:

BUSINESS

Embers Restaurant #3594
Travel Network #3580
B & J Midway Floral, Inc. #3583
Packaging Store #3584
Nina's Salon #3585
The Best Books & Gifts #3586
Warner's Stelian Co. Inc. #3588
Edward Jones #3589
Speedway SuperAmerica LLC #3590
Hair Designs Unlimited #3591
Midwest Youth Dance #3592
Buck's Unpainted Furniture #3593
Ann's Tailoring #3595
J. T.'s Feathered Denims #3596
Harvest States Cooperatives #3597
Hamline Hoyt Service Inc. #3599
Thatcher Chiropractic Clinic P.A. #3600
Accredited Temporary Assignments #3601
Tony's Clubhouse #3602
Fan Man Inc. #3603
The Coffee Shock #3604
Coffman Beauty Shop #3605
Coffee Grounds #3606
Round Bobbin #3607
Falcon Heights Amoco #3608
My Turn! #3609
Hermes Floral Co. #3648
Do-it-Yourself Upholstery #3649
Design Modern Interiors, Inc. #3652
Insty Prints #3653

HOME OCCUPATION

Martha Klager Consulting #3610
Rose Bed & Breakfast #3611
Attention Technology, Inc. #3612
David Wasson Graphic Design #3613
Doru's Therapeutic Sports Massage Studio #3614
Blusty's Ceramics #3615
Grocer's Choice #3641
Sunray Resources #3616

REFUSE/RECYCLING

Aagard Sanitation Inc. #3617
Aspen Waste Systems #3618
BFI Waste Systems of North America #3619
Evergreen Environmental #3620
E-Z Recycling Inc. #3621
Horrigan Hauling #3622
Keith Krupenny & Son #3623
Red Arrow Waste Disposal #3624
United Waste Systems #3625
Vasko Rubbish Removal #3626
Walter's Rubbish Inc. #3627
Waste Management of Minnesota Inc.-Blaine #3628

AMUSEMENT GAMES/POOL TABLES

American Amusement Arcades #3598

LUNCHROOM

Fit Party Company, Inc. (Coffman Condos) #3587

TREE TRIMMING

A-1 Walsh Inc. #3628
Northern Arborists #3630
Precision Landscape & Tree Inc. #3631
S & S Tree and Horticultural Specialists, Inc. #3629

Tree Trimming (continued)

Rainbow Tree Company ##3642

MECHANICAL

Kath Heating & Air Conditioning #3632
Minnegasco #3633
Diamond Power Mechanical, Inc. #3634
McQuillan Bros. Plumbing & Heating Co. #3635
Hinding Heating & Air #3636
Horwitz, Inc. #3637
Kelly Plumbing & Heating, Inc. #3638
Home Energy Center #3639
Twin City Furnace Co., Inc. #3640
Snelling Company, Inc. #3643
Air Flow Systems, Inc. #3644
Vogt Heating & Air Conditioning #3647
Midwest Equipment Co. Inc. #3650
Wenzel Heating & Air Conditioning #3651

GENERAL CONTRACTOR

Kraus-Anderson Construction Company #3645
Wallmaster Home Improvements #3646

ACTION REQUESTED: Approval

CONSENT
Date: 1/14/98
Item: 3

ITEM DESCRIPTION: Resolution designating official depositories for 1998

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/SUMMARY:

- First Bank System, LMC 4M Fund - (checking account)
- First Bank
- Dain Bosworth Incorporated
- Smith Barney Incorporated
- Edward D. Jones
- FBS Investment Services
- Prudential Investment
- Minnesota Municipal Money Market Fund (4M) and
Municipal Investors Service Corporation
- Piper Jaffrey
- Norwest Investment
- Paine Webber, Inc.

All investments are made according to state law and the city's investment policy.

ATTACHMENTS:

- A. Resolution designating the city's official depositories for 1998
- B. The city's investment policy

ACTION REQUESTED:

Adopt resolution approving official depositories for 1998

No. 98-01

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

Date: January 14, 1998

A RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR THE
CITY OF FALCON HEIGHTS

BE IT HEREBY RESOLVED, by the city council of the City of Falcon Heights that the following financial institutions be designated as depositories for funds of the City of Falcon Heights:

- First Bank System, LMC 4M Fund (checking account)
- First Bank
- Dain Bosworth Incorporated
- Smith Barney Incorporated
- Edward D. Jones
- FBS Investment Services
- Prudential Investment
- Minnesota Municipal Money Market Fund (4M) and
- Municipal Investors Service Corporation
- Piper Jaffrey
- Norwest Investment
- Paine Webber, Inc.

BE IT FURTHER RESOLVED that the administrator or designee is authorized to deposit general and other funds therein. Collateral shall be furnished by the financial institutions as required by law.

Moved by: _____

Approved by: _____

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

Mayor
January 14, 1998
Date

Attested by: _____

City Clerk
January 14, 1998
Date

C. INVESTMENT POLICIES

1. PURPOSE

The investment policies are designed to legally maximize the return on the city's idle funds.

2. POLICY

The city will regularly analyze its cash flow needs.

The city will collect, disburse and deposit funds on a regular basis.

The city will pool cash from its different funds and invest it as allowed by law.

The general fund will receive 5 percent of all investment earnings as administrative fees for the finance director's time.

The city will invest funds for the highest rate of return possible allowed under state and federal law, while maintaining a diversified investment portfolio.

The city will regularly review its cash position and investment performance as documented by its financial records.

3. IMPLEMENTATION

The following graph historically illustrates the city's interest rate on its investments compared to general interest rates.

CONSENT
Date: 1/14/98
Item: 5 -

ITEM DESCRIPTION: Designation of official newspaper

REVIEWED BY: Susan Hoyt, City Administrator

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

EXPLANATION/SUMMARY:

Summary and Action Requested: Designate the Focus News as the legal newspaper.

Background:

State statute requires that the city designate a legal newspaper of general circulation in the city. This newspaper is used when the city is required to publish legal notifications regarding public hearings, elections, and city financial matters. There are three local papers in Falcon Heights: Focus News, Roseville Review, and Park Bugle.

Staff recommends that the city again designate Focus News as its legal newspaper, for the following reasons:

- Focus News circulates to all households in Falcon Heights. Roseville Review does not deliver to many homes west of Snelling Avenue, where over half of the city's registered voters reside.
- Unlike the Park Bugle, Focus News is a weekly publication. A monthly publication such as the Park Bugle would not suit the city's needs, as legal notices often must be published on a moment's notice.

ACTION REQUESTED: Designate Focus News as the city's official newspaper for 1998.

CONSENT
Date: 1/14/98
Item: 4

ITEM: Consideration of Resolution 98-02 to renew the lawful gambling registration for Celebrity Bowl Charities, Inc.

SUBMITTED BY: Celebrity Bowl Charities

REVIEWED BY: Carla Asleson, Administrative Assistant/Planner
Susan Hoyt, City Administrator

EXPLANATION/SUMMARY:

Summary and Action Requested: Approve renewal of gambling registration for Celebrity Bowl.

Background:

Celebrity Bowl Charities, Inc. has conducted charitable gambling operations at Falcon Bowl, 1550 W. Larpenteur Avenue, on a fairly limited basis since 1994. Celebrity Bowl has made application to renew their charitable gambling license registration. The Minnesota State Charitable Gambling Board licenses the organization. However, a license will not be granted by the state unless the city approves a premises permit for the site of the activity. The organization meets the criteria for approval in Chapter 5-15.01 of the city code. These criteria are described in the attached resolution.

The application for a premises permit must be approved or denied by the city within 60 days of the association's application or it is automatically considered approved.

Fees to the city

Celebrity Bowl pays the city 3% of its gross receipts for financial and policy costs incurred to administer charitable gambling activity. This includes permit processing, accounting, auditing, and applicable police time. If the city does not spend the entire 3% fee, the balance is refunded to Celebrity Bowl.

The city code also requires that Celebrity Bowl contribute 10% of their net profit to the city to be used for lawful purposes, which is contributed to the city's lawful gambling fund.

ATTACHMENT: Resolution 98-02

ACTION REQUESTED: Approve Resolution 98-02 approving the lawful gambling premises permit of Celebrity Bowl Charities for operations at 1550 W. Larpenteur Avenue.

CITY OF FALCON HEIGHTS

C O U N C I L R E S O L U T I O N

Date: January 14, 1998

A RESOLUTION APPROVING THE PREMISES PERMIT FOR CELEBRITY BOWL CHARITIES, INC.'S CHARITABLE GAMBLING OPERATION AT FALCON BOWL, 1550 W. LARPENTEUR AVENUE

WHEREAS, on December 8, 1997, Celebrity Bowl Charities, Inc. applied for a lawful gambling license and a premises permit with the Minnesota Charitable Gambling Control Board to conduct a charitable gambling operation at Falcon Bowl, 1550 W. Larpenteur Avenue; and

WHEREAS, on December 8, 1997, the application and proposed premises permit were delivered to the city for review and approval; and

WHEREAS, on December 8, 1997, Celebrity Bowl Charities, Inc. applied to the city for registration approval to conduct charitable gambling operations at Falcon Bowl, 1550 W. Larpenteur Avenue, in accordance with city ordinance on charitable gambling.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The city council finds that:
 - a. The city's investigation indicates that Celebrity Bowl Charities, Inc. has not failed to comply with the terms or conditions of any gambling license and does not indicate a history of noncompliance with state or local law regulating the organization's gambling activities.
 - b. The premises on which the gambling is to be done are conducted within a commercial zone;
 - c. The land area and setback requirements of the premises, an existing shopping center, meet the minimums established for the district;
 - d. The property is an existing shopping center building, and therefore, does not require additional screening and landscaping because of the gambling operation;
 - e. There is adequate off-street parking for this use as part of the existing shopping center building;

- f. The activity is not expected to generate unreasonable additional traffic so as to create a nuisance or hazard to an existing or surrounding land use;
- g. The activity is not expected to disrupt other activities in the neighborhood.

2. Based upon the above findings, the premises permit for Celebrity Bowl Charities is hereby approved effective January 1, 1998 subject to the following conditions:

- a. Registration, pursuant to Section 5-3.07 subd. C, is hereby approved effective January 1, 1998. Future re-registration shall be required upon the expiration of the premises permit.
- b. Celebrity Bowl Charities, Inc. shall comply with all provisions of Section 5-3.07 subd. E of the city code, which is attached hereto and incorporated in by reference.
- c. The first audit report is due from Celebrity Bowl Charities, Inc. within 90 days after the first gambling license year based upon the effective date of the state license.
- d. Pursuant to Section 5-3.07 subd. D (2) (a) the applicant shall submit on a monthly basis, 10% of its net profits derived from lawful gambling to the city for deposit in the city's lawful gambling fund to be distributed for lawful purposes.
- e. Pursuant to Section 5-3.07 subd. E (6), the applicant shall remit to the city each month 3% of its gross receipts from charitable gambling within the city from the previous month, less all prizes actually paid out by the organization that month. Such remittance may be used by the city only for the purpose of regulating lawful gambling. Excess funds shall be returned in accordance with city code.

Moved by: _____

GEHRZ ___ In Favor
 GIBSON TALBOT
 HUSTAD ___ Against
 JACOBS
 KUETTEL

Approved by: _____

Mayor
January 14, 1998
 Date

Attested by: _____

City Clerk
January 14, 1998
 Date

CONSENT
Date: 1/14/98
Item: 7

ITEM: Appointment of City Engineer and City Attorneys for 1998

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

REVIEWED BY: Susan Hoyt, City Administrator

EXPLANATION/SUMMARY:

The following individuals have agreed to serve as city consultants for 1998:

City Engineer:	Terry Maurer, Howard R. Green Company
City Attorney (Civil):	Roger Knutson, Campbell Knutson
City Attorney (Prosecution):	Martin Costello, Hughes and Costello

ACTION REQUESTED: Appointment of the City Engineer and City Attorneys for 1998.

CONSENT
Date: 1/14/98
Item: 8

ITEM DESCRIPTION: Review council standing rules

SUBMITTED BY: Carla Asleson, Administrative Assistant/Planner

REVIEWED BY: Susan Hoyt, City Administrator

EXPLANATION/SUMMARY:

Each year at the first council meeting of the year, the city council reviews the operating procedures it intends to use and decides whether changes are warranted.

Staff has no recommendations for changes in the standing rules at this time.

ATTACHMENT: City Council Standing Rules, last amended 1/11/95

ACTION REQUESTED: Adopt standing rules as attached.

B. CITY COUNCIL STANDING RULES

INTRODUCTION

In the belief that the best decisions are made by the best informed decision makers and that the public decision process is best served when the public has every opportunity to present views, the following rules are established to govern regular and special council meetings as well as formal public hearings. There are several goals behind these rules.

1. In general, free and open discussion by all interested parties should be an essential part of the decision-making process.
2. The council process should have as little procedural overhead as possible.
3. Time is better spent on substantial matters rather than proforma matters.

MEMBERSHIP

The formal council membership consists of the four councilmembers and the mayor. All five have one vote each and all five can introduce motions. For purposes of leading the meeting, the mayor, or in the absence of the mayor the acting mayor, will be considered the chairperson.

RULES

Agenda

1. To be considered, an item must be on the agenda and the agenda must be distributed to all the council members and any other persons having responsibility for an item at least three working days prior to the meeting. An agenda can be modified with addenda by a majority vote but this should be used only for minor items or items with extreme time constraints.
2. An item can be moved from the consent agenda to the action agenda at the request of any council member.
3. Since there will be audience and cable TV viewers not familiar with each item, the chair will give a brief explanation of each item as it is addressed.

4. The order of items on the agenda need not be followed absolutely. The chair may adjust the order in the interest of:

- a. Filling in time before a scheduled item, i.e. a public hearing.
- b. Grouping several items to best make use of consultant time.
- c. Accommodating individuals who have attended the meeting specifically to provide input on an item.

Process - Regular and Special Council Meetings

1. For these proceedings the council will use the 'open discussion' procedure. That is, discussion is open to any member before or after a motion is made. This privilege is also extended to the city administrator, city clerk and any of the consultants who may have an interest in or can contribute to the item at hand.

2. At the discretion of the chair, this privilege is also extended to those members of the audience who wish to provide input. The chair may also rule out of order any input felt to be redundant, superfluous or irrelevant.

3. The chair can make liberal use of the "unanimous consent" procedure. That is, items that in the judgment of the chair are likely to be unanimously approved, can be introduced for approval with the statement "If there are no objections, . . . stands approved (or denied)." If any council member has an objection, the item reverts to the standard motion procedure. This "unanimous consent" procedure cannot be used for items requiring formal votes, i.e. resolutions or for approval of the consent agenda.

4. The standard motion procedure is changed to not require a second. A motion need only be made to be considered. This also applies to amendments.

5. To eliminate confusion, only one amendment will be considered at a time and that amendment must be germane to the motion. An amendment cannot itself be amended. If a change to an amendment is deemed appropriate, the amendment should be withdrawn and reintroduced accordingly.

6. The general mode of voting will be by acclamation but with enough clarity that the individual votes can be recorded in the minutes. If in doubt the city clerk can request a clarification.

7. The meeting will be ~~audio or~~ video taped and the ~~audio video~~ tape will be retained for 3 months following approval of the minutes for that meeting. The standard retention can be extended if in the judgment of the mayor, city administrator, city clerk or any councilmember such action is warranted. ~~The general retention of the video tape will be 2 months. The city clerk will keep a log of retained audio and video tapes.~~

8. If the council action is the result of a resident request and that request is denied in whole or in part, reasons of fact supporting the denial will be made part of the public record.

9. No council meeting will extend beyond 10:30 P.M. except by unanimous vote. This rule is not subject to the modification or suspension provisions of the Standing Rules.

Process - Public Hearings

Since a public hearing is a more formal procedure and often requires certain procedures and actions to be legal, the meeting rules are changed accordingly.

1. The primary aim of a public hearing is to take input from the public. To accomplish this in the most effective manner the chair will introduce the hearing with an explanation of the issues. This explanation will be given by the chair or a person designated by the chair. The use of explanatory visual aids is encouraged.

2. Following the explanation, input from the public will be taken. Prior to accepting input, though, the chair will state the areas where input will be appropriate, the maximum time to be allotted to any individual presenter and any other procedural rules deemed appropriate to guarantee that all concerned parties have a fair and adequate opportunity to be heard.

3. All individuals wishing to speak must fill out and submit an identification form and speak into a recording microphone. Individuals not wishing to speak in public may provide a written statement. The council may take up to 15 minutes to review written statements presented at the meeting. If the council decides to not act on the issue at the public hearing meeting, it may by majority vote extend the time where written input will be taken to a day no later than 1 week before the next meeting where a deciding vote is planned.

4. All speakers are expected to be business-like, to-the-point and courteous. Anyone not abiding by these rules will be considered out of order.

5. The council will refrain from initiating a discussion during the public input phase of the hearing except to clarify points brought up. These 'point of information' requests should be held to a minimum.

6. Once the public testimony phase is complete the chair will announce the public hearing to be closed and the council will revert back to its open discussion mode of operation. From this point on public input will only be appropriate when solicited by the council.

7. It shall be the intent of the council to vote on the issue at the same meeting as the public hearing and as close in time to the public hearing as possible. Should it be necessary to defer voting until a later date, that procedure will be clearly explained to the audience.

8. No public hearing will extend beyond 10 P.M.

9. If the motion contains conditions, as may occur in conditional use or variance requests, those conditions will be conveyed in writing to the requestor.

10. If the public hearing is the result of a resident request and that request is denied in whole or in part, reasons of fact supporting the denial will be made part of the public record.

11. If the public hearing is to set an assessment rate, the assessment formula(s) under discussion cannot be altered. This implies that the council has fully discussed any formulas prior to the hearing and that the appropriate legal, fiscal and engineering consultants have passed on formula(s) viability, legality and feasibility.

12. If the hearing is to set an assessment, it cannot be scheduled later than the first meeting in September. This is to allow time to correct any errors prior to the time needed to certify the rolls to the county.

ADOPTION/MODIFICATION/SUSPENSION

These rules with the exception of the mandatory 10:30 P.M. adjournment can be adopted, modified or suspended in whole or in part by a 3/4 vote of the council. If suspended, they are automatically reinstated at the next meeting. Should they be suspended or a situation occurs that is not covered by the standing rules, Sikkink's Seven Motion System (attached) will apply.

ANNUAL REVIEW

These rules will be reviewed annually at the first meeting in January.

INTERPRETATION

The chair will interpret the rules. However, the chair's interpretation can be appealed by any council member and can be overruled by a majority vote.

SIKKINK'S SEVEN MOTION SYSTEM

General Rules for a Simplified System of Parliamentary Procedure

1. The purpose of this decision-making system is to allow efficient decision making that represents a majority position. Any motion, request, discussion or proposal which seems to have as its purpose unreasonable delay, manipulation, or the goal of serving individual ends rather than group ends can be ruled out of order by the chair. Such a ruling by the chair will be subject to the motion called appeal.
2. Free and open discussions are valued in this decision-making system. For that reason most motions are discussable and the motion to restrict discussion requires a 2/3 vote in order to pass. In recognizing persons for discussion, the chair first recognizes the person who made the motion, next recognizes other persons and always recognizes a person who has not spoken, over a person who has already participated in the discussion. As far as possible the chair should try to alternately recognize persons representing different viewpoints.
3. In examining the chart on the following page, you will note that five of the seven motions are amendable. However, only one amendment at a time may be considered. As soon as that amendment is passed or defeated, another amendment may be proposed.
4. The number in front of the motion listed indicates the rank of each motion. Thus, #1 - General motions are lowest in rank and #7 - Restrict Debate motions are highest in rank. Two rules apply: (1) You usually cannot consider two motions of the same rank at the same time, and (2) If a motion of one rank is being considered, a motion of the same rank or lower rank is usually out of order but a motion of higher rank is in order. While these rules generally apply, the chair may allow some flexibility in certain circumstances. These situations almost always occur with motions #5, 6, and 7. For example, if #7 - "Restrict Discussion" is being discussed and a member wants a secret ballot vote on the matter, Request, while lower in rank, could be used to accomplish this purpose. The chair is allowed to make all decisions on exceptions but all such decisions are subject to appeal.

<u>Motion</u>	<u>Purpose</u>	<u>Applies To What Situations</u>	<u>Needs Recognition</u>	<u>Needs Second</u>	<u>Can be Dis-cussed</u>	<u>Amend-able</u>	<u>Vote Re-quired</u>
---------------	----------------	-----------------------------------	--------------------------	---------------------	--------------------------	-------------------	-----------------------

1. Restrict Discussion	To stop or limit discussion	All dis-cussable motions	Yes	Yes	Yes	Yes	2/3
2. Appeal	To let the group vote on a chair's decision	To decision of the chair-person	No	Yes	Yes	No	Majority
3. Request	Not a motion but a way to question, challenge, or seek help	Any appropriate situation	No	No	No	No	Chair decides subject to appeal
4. Postpone	To delay action on any general motion to a future time	General motions	Yes	Yes	Yes	Yes	Majority
5. Refer	To have a general motion studied by a committee	General motions	Yes	Yes	Yes	Yes	Majority
6. Meeting Termination	To recess during a meeting or to end a meeting	Made to recess or adjourn	Yes	Yes	Yes	Yes	Majority
7. General	To bring up business for majority decisions by the group	For doing business	Yes	Yes	Yes	Yes	Majority

CONSENT
Date: 1/14/98
Item: 6

ITEM: Consideration of an ordinance amending the cable franchise term to April 20, 1998

SUBMITTED BY: North Suburban Cable Commission

REVIEWED BY: Carla Asleson, Administrative Assistant/Planner
Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

The North Suburban Cable Commission continues in its preparation of a new cable franchise agreement. The current franchise with Meredith Cable was previously extended to expire on January 19, 1998. The commission is asking that member cities approve an ordinance extending the franchise for an additional 90 days so that the final details of the documents can be completed.

ACTION REQUESTED: Approval of Ordinance 98-01, extending the current cable franchise through April 20, 1998.

City of Falcon Heights

Ordinance No. 98-01

**AN ORDINANCE FURTHER AMENDING CABLE FRANCHISE ORDINANCE NO. _____,
ARTICLE II., SECTION 4, FRANCHISE TERM.**

THE COUNCIL OF THE CITY OF Falcon Heights ORDAINS:

SECTION 1. Ordinance No. 193, Article II., Section 4, Franchise Term, is hereby amended to read:

Section 4. Franchise Term

This Franchise shall commence upon the effective date of the regular certificate of confirmation issued by the Board and shall expire on April 20, 1998.

SECTION 2. This ordinance shall be effective upon passage and official publication.

PASSED by the City Council this 14th day of January, 1998.

Mayor

City Administrator

ATTEST:

Introduced _____
Adopted _____
Published _____
Effective _____

Accepted by Grantee this _____ day of _____, 1998:

GROUP W CABLE OF THE NORTH SUBURBS, INC.

By:

CONSENT

Date: 1/14/98

Item: 10

ITEM: Appointment of Acting Fire Chief

SUBMITTED BY: Susan Hoyt, City Administrator

EXPLANATION/DESCRIPTION:

Summary and action requested. Fire Chief Nick Baumann is taking a three month leave of absence from the position of fire chief. The council is being asked to appoint First Assistant Chief Clem Kurhajetz as acting chief during the Mr. Baumann's leave.

ACTION REQUESTED:

Appoint First Assistant Fire Chief Clem Kurhajetz as Acting Fire Chief.

POLICY
Date: 1/14/98
Item: 1

ITEM: Addendum to the letter of agreement from St. Paul Fire regarding the implementation of phase III of the emergency medical services plan response in Falcon Heights and the response in the City of Lauderdale

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: City of Lauderdale
Falcon Heights Fire Department
Ramsey County Sheriff Dispatcher

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to accept the addendum to the letter of agreement with St. Paul For providing ALS services to Falcon Heights and Lauderdale. The addendum specifies that Falcon Heights will respond to BLS incidents, carbon monoxide incidents with symptoms and auto accidents with injuries. If Falcon Heights is unable to respond in a timely way, St. Paul will respond to the BLS call. This process began at 8:00 AM on January 1, 1998.

Meets goal #2. To protect the public health and safety.

Strategy 2: To provide the city's emergency medical services that include advanced life support and medical dispatching

Action item: Make the transition to the medically appropriate response either an advanced life or a basic life response to an EMS call.

Background.

The final phase of the agreement with St. Paul for providing Advance Life Support services in Falcon Heights and Lauderdale includes having either an ALS or a BLS response to a medical emergency.

St. Paul Fire responds to all ALS calls in Falcon Heights and Lauderdale with a crew of four firefighters including two paramedics.

The City of Falcon Heights responds to BLS calls in Falcon Heights and Lauderdale. In 1997 the department made some procedural changes that limits

the number of responders to a call to with a minimum of two EMT's and a maximum of four firefighters. These changes also require that all responders come to the station before responding and that no firefighters respond to the scene in personal vehicles.

The St. Anthony Police Department responds as first responders. The police officers are in the process of getting automatic defibrillators for the police cars.

ATTACHMENTS:

- 1 Addendum to letter of agreement for EMS service delivery from St. Paul Fire dated December 26, 1997.
- 2 Original letter of agreement from St. Paul Fire dated September 18, 1996.

ACTION REQUESTED:

- Brief review of the model for responding to emergency medical services in Falcon Heights and Lauderdale
- Move to accept the addendum to the agreement with St. Paul Fire.



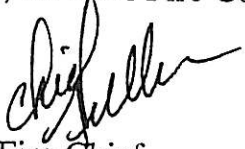
CITY OF SAINT PAUL
Norm Coleman, Mayor

100 East Eleventh Street
Saint Paul, MN 55101

Telephone: 612-224-7811
Facsimile: 612-228-6255

December 26, 1997

TO: Tim Cruikshank, Lauderdale City Administrator
Bob Fletcher, Ramsey County Sheriff
Nick Baumann, Falcon Heights Fire Chief
Gary Kollman, Ramsey County Sheriff Communications
Dick Engstrom, St. Anthony Police Chief
Mark Stutelberg, HealthSpan Transportation
Major Ron Bolin, State Patrol Communications
Dr. Frascone, Medical Director
Kent Griffith, Medical Director Liaison
Susan Hoyt, Falcon Heights City Administrator
Dave Huisenga, St. Paul Fire EMS Chief
Tim Butler, St. Paul Fire Communications Chief

FROM: Tim Fuller 
Saint Paul Fire Chief

SUBJECT: MEDICAL RESPONSES TO THE CITIES OF LAUDERDALE AND
FALCON HEIGHTS

This memo will serve to clarify the changes in EMS operations as they relate to the Cities of Lauderdale and Falcon Heights. In addition to providing Advanced Life Support service to Lauderdale, we intend to proceed to "Phase III" of our agreement with the City of Falcon Heights. We believe the implementation of these two changes simultaneously will create the least amount of confusion. The changes will become effective at 0800 hours Thursday, January 1, 1998.

I must also express my thanks to all who have supported these changes and the positive response to my December 12, 1997 memo. We have been informed that the Saint Anthony Police Department, with the help of the Cities of Lauderdale and Falcon Heights, will soon be equipped with automatic defibrillators. With their excellent response times, this is a significant improvement in the level of service our community will receive. This entire arrangement, involving Minnesota's EMS Regulatory Board, HealthSpan Transportation Services, the Saint Anthony Police Department, the Falcon Heights Fire Department, Ramsey County Sheriff Communications, Regions Hospital EMS, and Saint Paul Fire is truly a "win-win" for all involved.

Final clarifications and details of the agreement are attached. They supplement those listed in the December 12 memo. As stated earlier, these response procedures will become effective January 1, 1998.

Again, thank you all for your cooperation.

c: Mayor Norm Coleman
Gary Olding, Local 21

MEMORANDUM OF AGREEMENT--ADDENDUM

1. Saint Paul Fire and the City of Falcon Heights will proceed to Phase III of their agreement. To recall the terms, Saint Paul Fire dispatchers will make an ALS/BLS determination for all Falcon Heights EMS calls. Based on that determination, the Saint Paul Dispatchers will either send a Saint Paul ALS unit or ask the Ramsey County dispatchers to send a Falcon Heights BLS unit. This procedure for Falcon Heights will be identical to that for the City of Lauderdale.

2. The Saint Anthony Police Department will serve as first responders for both Saint Paul Fire ALS units and Falcon Heights Fire BLS units.

3. Falcon Heights Fire will be dispatched to all carbon monoxide incidents with symptoms.* Falcon Heights will respond with fire apparatus and an ambulance. As this is an EMS incident, the caller will also be transferred to Saint Paul Fire Communications to determine whether an ALS unit is needed.

4. Falcon Heights Fire will be dispatched to all auto accidents with injuries.* Falcon Heights will respond with fire apparatus and an ambulance. As this is an EMS incident, the caller will also be transferred to Saint Paul Fire Communications for dispatch of an ALS unit.

*Auto accidents with injuries and symptomatic carbon monoxide incidents are the only two EMS incidents requiring an automatic Falcon Heights Fire dispatch by RCSC.

5. Saint Paul Fire will serve as the BLS back-up for Falcon Heights Fire. If Falcon Heights is unable to respond to a BLS incident in either Falcon Heights or Lauderdale, Saint Paul Fire will provide the EMS response.

6. All EMS operations, for both the Cities of Lauderdale and Falcon Heights, will be performed in the same manner.

7. This memorandum outlines specific responsibilities and actions to be taken regarding emergency public safety communications and emergency medical services for the Cities of Lauderdale, Falcon Heights, Saint Anthony, and Saint Paul, Ramsey County Sheriff Communications, and the Minnesota Highway Patrol. Please let me know immediately if there are any concerns, suggestions, or changes to the operational procedures described above. Barring any significant changes or concerns, the new operations will commence on January 1.

Timothy K. Fuller, Fire Chief

Warren R. Schaub, Assistant Fire Chief
Director of Emergency Management



CITY OF SAINT PAUL
Norm Coleman, Mayor

100 East Eleventh Street
Saint Paul, MN 55101

Telephone: 612-224-7811
Facsimile: 612-228-6255

September 18, 1996

TO: Susan Hoyt,
Falcon Heights City Manager

FROM: Warren Schaub *WRS*
Assistant Fire Chief
Director of Emergency Management

*approved
9/25.*

SUBJECT: Emergency Public Safety Communications and Services
for the City of Falcon Heights

Dear Ms. Hoyt:

Pursuant to our conversation of September 10, 1996, and after conferring with our legal advisors, I am submitting this memorandum to you outlining the procedures and guidelines that will be followed by the City of Saint Paul Fire Department in regards to providing Advanced Life Support (ALS) and Emergency Medical Dispatch (EMD) services to the City of Falcon Heights. It is understood that we have jointly selected a target start-up date of September 30, 1996, and that our providing the service will be subject to the approval of the Saint Paul City Council.

The procedures to be followed by the Ramsey County Sheriffs Communications (RCSC) are expressed in a letter from Chief Deputy Dornbusch to me dated September 6, 1996. That letter is attached to this document.

These procedures outline the understanding that:

1. The City of Falcon Heights has asked the Saint Paul Fire Department to provide Advanced Life Support (ALS) paramedic service to the city. This service includes emergency medical dispatch (EMD) services and on-scene communications for all ALS medical emergencies and caller questioning and delivery of pre-arrival instructions for ALL medical emergencies involving either Basic Life Support (BLS) or ALS.

- a. During the first 90 days of operation, a Falcon Heights Fire BLS ambulance will be dispatched and respond to ALL medical emergencies, of both a BLS and an ALS nature.
 - b. After the first 90 days of operation, a Falcon Heights Fire BLS ambulance will only be dispatched after Saint Paul EMDs determine that the medical emergency requires a BLS response.
2. Ramsey County Sheriffs Communications (RCSC) will continue answering 9-1-1 and 7 - digit calls for emergency service in Falcon Heights. RCSC dispatchers will transfer all medical callers to Saint Paul Fire Emergency Communications Center (ECC).
 - a. During the first 90 days of operation, RCSC dispatchers will dispatch a Saint Anthony Police unit and a Falcon Heights Fire BLS ambulance to all medical emergencies.
3. Saint Paul Fire EMDs will question Falcon Heights callers reporting medical emergencies and will give pre-arrival instructions to those callers.
 - a. During the first 90 days of operation, Saint Paul Fire EMDs will dispatch a Saint Paul Fire ALS unit to all medical emergencies in Falcon Heights of both a BLS and an ALS nature.
 - b. After the first 90 days of operation, Saint Paul Fire EMDs will determine whether the medical emergency requires an ALS or a BLS response. If the medical emergency requires an ALS response, the Saint Paul Fire EMDs will dispatch a Saint Paul ALS unit. If the medical emergency requires a BLS response, Saint Paul EMDs will call RCSC for the dispatch of a Falcon Heights Fire BLS ambulance.
 - c. During and following the first 90 days of operation, Saint Paul Fire EMDs will maintain on-scene communications with Saint Paul Fire ALS units, Falcon Heights Fire BLS units, and Saint Anthony Police first responders.
4. The operating procedures are as follows:
 - a. RCSC will answer all 9-1-1 telephone calls from persons in Falcon Heights served by the RCSC as soon as possible. The RCSC dispatcher will determine if the caller is requesting a response in the City of Falcon Heights, and if the services requested are of a medical nature. If so, the RCSC dispatcher will use the ANI/ALI transfer panel or suitable hardware to rapidly transfer the caller to the Saint Paul Fire ECC. The Saint Paul Fire ECC direct number is 642-6415.

For 7-digit calls, the RCSC dispatcher will contact the Saint Paul Fire EMD via the 7-digit line (224-7371), and provide the caller's address and telephone number.

- b. The RCSC dispatcher will remain on the line to ensure that a successful transfer to the Saint Paul Fire ECC is made. The RCSC dispatcher will listen until the dispatcher has suitable information to dispatch the Saint Anthony Police as first responder and to dispatch the Falcon Heights Fire BLS ambulance when the Falcon Heights Fire BLS ambulance is the appropriate responder (see Section 4 c.) The RCSC dispatcher will not question the caller or interfere with the Saint Paul Fire EMD's interrogation of the caller.
- c. When the RCSC dispatcher has sufficient information the dispatcher will hang up and dispatch the appropriate responders.
 - 1) During the first 90 days of operation, the appropriate responders will be the Saint Anthony Police and the Falcon Heights Fire BLS ambulance.
 - 2) After the first 90 days of operation, the Saint Anthony Police will be the appropriate first responder. After the first 90 days of operation, the Falcon Heights Fire BLS ambulance will only be the appropriate responder and only be dispatched by the RCSC dispatcher upon request of the Saint Paul Fire EMD.
- d. The Saint Paul Fire EMD will conduct caller questioning for all medical calls. The Saint Paul Fire EMD will deliver appropriate post-dispatch and pre-arrival instructions per the Advanced Medical Priority Dispatch System and their EMD and Emergency Medical Training (EMT) training and certification.
- e. The Saint Paul Fire EMD will dispatch the appropriate responders.
 - 1) During the first 90 days of operation, the Saint Paul Fire EMD will dispatch a Saint Paul ALS unit to the scene to ALL medical emergencies.
 - 2) After the first 90 days of operation, the Saint Paul Fire EMD will determine if the medical emergency requires an ALS or a BLS response. If the EMD determines that the medical emergency requires an ALS response, the Saint Paul EMD will dispatch a Saint Paul ALS unit. If the Saint Paul EMD determines that the medical emergency requires a BLS response, the Saint Paul EMD will request RCSC to dispatch the Falcon Heights Fire BLS ambulance when RCSC is on the line. If RCSC is not on the line, the Saint Paul EMD will call RCSC (484-3366) and request RCSC to dispatch the Falcon Heights Fire BLS ambulance.

- f. The Saint Paul Fire EMD will maintain on-scene communications with medical units from both Saint Paul Fire and Falcon Heights Fire, and first responding units from Saint Anthony Police. The Saint Paul Fire EMD will pass patient information to responding units per current medical communication Standard Operating Procedures.
 - g. The Saint Paul Fire EMD will request the RCSC dispatcher via telephone (484-3366) to dispatch any additional response required by the Saint Anthony Police or the Falcon Heights Fire Department.
 - h. Falcon Heights Fire will request the Saint Paul EMD via radio to dispatch any additional response required by Falcon Heights Fire.
-
- 5. The responsibility for proper medical treatment of the patient rests entirely with the agency administering the treatment. Saint Paul Fire does not assume liability or responsibility for patients not under the care of Saint Paul Fire pre-hospital medical providers. Use of dispatching services from Saint Paul Fire does not place a patient under fire care or treatment of Saint Paul Fire. Falcon Heights Fire does not assume responsibility or liability for any patient under the treatment of a Saint Paul Fire unit.
 - 6. The agency which transports a patient to the hospital shall have sole claim to the reimbursements for the transport. There shall be no direct charges to the City of Falcon Heights for this service.
 - 7. The City of Saint Paul agrees for itself, with respect to the services it is to provide under these procedures, to provide the City of Falcon Heights reasonable notice of any material change in the operating procedures and will not terminate these procedures except upon 90 days written notice. The parties agree that 90 days notice of changes in procedures shall be deemed reasonable notice unless circumstances require otherwise. *The City of Saint Paul reserves the right to terminate these procedures at any time with or without cause, subject only to the 90-day notice of termination described herein.*
 - 8. The sole remedy of the City of Falcon Heights for *any deviation from* these procedures shall be termination upon 30 days written notice to the *City of Saint Paul*. During the 30 days following the notice, the City of Falcon Heights shall have the right to contract with other third parties for the services covered by this memorandum, at its own expense.
 - 9. The City of Saint Paul does not intend any third party, including without limitation any resident of the City of Falcon Heights, to be a third party beneficiary of these procedures.

10. These operating procedures will go into effect at 0800 on September 30, 1996. The first 90 days of operation, as this term is used in this memorandum, starts at 0800, September 30, 1996, and ends at 0800, December 29, 1996.

We are happy to provide ALS and EMD service to the City of Falcon Heights. These services, we feel, are second to none nationally. When we are approached for contract services there are three criterion that must be met:

1. The contract does not compromise our ability to protect the citizens of Saint Paul.
2. The taxpayers of Saint Paul must benefit financially from the relationship. Neutral financial impact is not acceptable.
3. We can expect to provide the level of service that would normally be acceptable to those that are receiving that service and/or meet local and national standards where applicable.

This program should benefit the taxpayers of both our communities. Please feel free to contact me at anytime if I can be of assistance.

WS:cm

cc: Saint Paul

Mayor Coleman
Mark Shields
Fire Chief Fuller

Falcon Heights

Mayor Gehrz
Fire Chief Baumann

Ramsey County

Sheriff Fletcher
Chief Deputy Dornbusch

City Council Members

President Thune - Ward 2
Jerry Blakey - Ward 1
Michael Harris - Ward 3
Roberta Megard - Ward 4
Janice Rettman - Ward 5
Dan Bostrom - Ward 6
Dino Guerin - Ward 7

City Council Members

John Hustad
Sam Jacobs
Laura Kuettel
Jan Gibson Talbot

Attachment

BOB FLETCHER
RAMSEY COUNTY SHERIFF

14 W. Kellogg Boulevard
St. Paul, Minnesota 55102-1648
Telephone: (612) 266-9300
Telefacsimile: (612) 266-9328



September 06, 1996

Warren Schaub
Assistant Fire Chief
St. Paul Fire Department
100 E. 11th St.
St. Paul, Minnesota 55101

Chief Schaub,

This letter should serve as an attachment to your agreement with the City of Falcon Heights to provide dispatch service for ALS services.

The Sheriff's Department Dispatch Center at 655 W. Co. Rd. E will continue to answer 911 calls from the City of Falcon Heights as well as 7 digit calls for emergency service. Beginning September 16, 1996 we will transfer emergency medical calls to the St. Paul Fire Department Dispatch Center.

For a period of 90 days beginning September 16, 1996 we will dispatch Falcon Heights Fire BLS and the St. Anthony Police Department to all medical calls after obtaining basic information and transferring the call to the St. Paul Fire ECC.

After the first 90 days we will only dispatch the Falcon Heights BLS service if St. Paul Fire ECC requests us to. St. Anthony Police will continue to be dispatched as the first responder to all medicals. All medical calls will be transferred to the St. Paul Fire ECC and our dispatcher will remain on the line to listen and obtain enough information to dispatch the St. Anthony Police as first responders.

We will discuss changes to these procedures as they become necessary and our Contact Person is Gary Kollman, Communications Director, who can modify procedures as necessary to make this arrangement work.

Dick Dornbusch

Dick Dornbusch
Chief Deputy

cc: Sheriff Fletcher
Gary Kollman

ITEM: Consideration of resolution 98-3 approving the bid for refurbishing Fire Truck 753

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Clem Kurhajetz, Head of Truck Committee
Leo Lindig, Truck Committee

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to approve resolution 98-3 awarding the low bid to Custom Fire Apparatus Inc. for refurbishing the city's 1978 LaFrance pumper truck for a total cost of \$68,540. The only other bid the city received was for \$72,185 from General Safety. The lower bid did make one exception and one clarification from the specifications. General Safety signed off on the bid in writing stating there was not protest for awarding the bid to Custom Fire. Attorney Joel Jamnik approved this approach to dealing with the different specifications in each bid..

<u>Meets Goal #1</u>	<u>To protect the public health and safety</u>
<u>Strategy #1</u>	<u>Provide public safety services to citizens</u>
<u>Action item</u>	<u>Refurbish the 1978 fire truck</u>

Background information.

The city's capital improvement program includes \$80,000 for refurbishing the city's 1978 LaFrance Pumper truck for an additional life of ten or more years. This is less expensive than replacing the vehicle, which is one of three fire trucks with pumping capacity, for a cost of approximately \$200,000.

Refurbishing this pumper truck will maintain and improve the city's ability to respond to and to manage fires in Falcon Heights and Lauderdale.

The Custom Fire bid states that the truck will be out of service for 180 days. Custom Fire Apparatus will provide a replacement vehicle if one is available.

ATTACHMENT:

- 1 Bid from Custom Fire Apparatus Inc.
- 2 Resolution 98-3 awarding the bid to Custom Fire Apparatus Inc.

ACTION REQUESTED:

Approve resolution 98-3 awarding a bid to Custom Fire Apparatus Inc. for \$68,540 out of the public safety capital improvement funds.

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • 1-800-443-8851

PROPOSAL FOR FIRE APPARATUS:

Dec 22, 1997

To: City of Falcon Heights
Falcon Heights, MN

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution and approval of the enclosed document, the following Apparatus and Equipment:

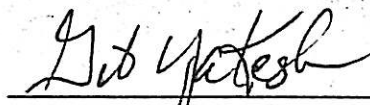
One each: Custom Fire Apparatus Inc refurbishment of your 1978 American LaFrance pumper as per proposal specifications. Refurbishment is to include chassis cab door installation, chassis cab repairs/modifications, apparatus body repairs and a total repaint of entire apparatus.

All of which are to be built in accordance with the specifications attached, and which are made a part of this agreement and contract, and to deliver the same in 180 calendar days after date of receipt and approval of the necessary documents, properly executed, subject to all causes beyond control or the receipt of your furnished truck chassis, for the sum of Sixty eight thousand five hundred forty 00/100 Dollars. (\$ 68,540.00) F.O.B. Osceola, Wis.

Terms: Net Cash on Delivery and Acceptance of Apparatus and or Equipment.

The amount named in this proposal shall remain firm for a period of 30 days from date of same.

Respectfully submitted,


Gib Yakesh

CUSTOM FIRE APPARATUS, INC.

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR KS
CUSTO-1

DATE (MM/DD/YY)
12/19/97

PRODUCER

Moore's Insurance Mgmt., Inc.
101 2nd Avenue South, Ste 4910
Minneapolis MN 55402-4321

Mark Z. Moore's, CPCU, ARM, AAI
Phone No. 612-338-5152 Fax No. 612-337-3199

INSURED

Custom Fire Apparatus
509 - 68th Avenue
Osceola WI 54020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	The Travelers Companies
COMPANY B	For service please call: Karen Swihart
COMPANY C	612-337-3149 612-337-3199 Fax
COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	630709K275097	10/30/97	10/30/98	GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
MED EXP (Any one person) \$ 5,000					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	810709K279897	10/30/97	10/30/98	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CUP709K277497	10/30/97	10/30/98	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	UB709K276297	10/30/97	10/30/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

FALCHET
City of Falcon Heights
2077 W Larpenster Av
Falcon Heights MN 55113

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

MARK Z MOORE



Bid Bond

Farmington Casualty Company
Hartford, Connecticut 06156

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we, CUSTOM FIRE APPARATUS, INC. as Principal, hereinafter called the Principal, and

FARMINGTON CASUALTY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

THE CITY OF FALCON HEIGHTS
2077 W. LARPENTER AV
FALCON HEIGHTS MN 55113

as Obligee, hereinafter called the Obligee, in

the sum of TEN PERCENT (10%) OF AMOUNT BID----- Dollars

(\$ 10% BID), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

THE PERFORMANCE OF SUPPLYING THE REFURBISHMENT OF A PUMPER

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22ND day of DECEMBER, 1997 .

Kristi A. Scheet
(Witness)

CUSTOM FIRE APPARATUS, INC.
(Principal) (Seal)

[Signature]
(Title)

FARMINGTON CASUALTY COMPANY

By Karen L. Swihart
KAREN L. SWIHART Attorney-in-Fact

(Witness)

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT FARMINGTON CASUALTY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Mark Z. Moores, Karen L. Swihart or Patricia M. Glisky * *

of Minneapolis, MN, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind FARMINGTON CASUALTY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of FARMINGTON CASUALTY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect: VOTED: That each of the following officers: President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or her certificate or their certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of FARMINGTON CASUALTY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, FARMINGTON CASUALTY COMPANY has caused this instrument to be signed by its Vice President, and its corporate seal to be hereto affixed this 25th day of November, 1996

FARMINGTON CASUALTY COMPANY



By Terry F. Lukow
Terry F. Lukow
Vice President

State of Connecticut }
County of Hartford } ss. Hartford

On this 25th day of November, 1996 before me personally came TERRY F. LUKOW to me known, who, being by me duly sworn, did depose and say: that he/she is Vice President of FARMINGTON CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the corporation by authority of his/her office under the Standing Resolutions thereof.



Rosalind R. Christie
My commission expires November 30, 1998 Notary Public
Rosalind R. Christie

CERTIFICATE

I, the undersigned, Assistant Secretary of FARMINGTON CASUALTY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 22ND day of DECEMBER, 1997



By Rose Gonsoulin
Rose Gonsoulin
Assistant Secretary

CORPORATE
ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, in the year _____, before me
_____, Notary Public, personally appeared _____

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person (s) who executed this instrument as _____
on behalf of the corporation herein named and acknowledged to me that the corporation executed it; that he (she) knows the seal of the said
corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said
corporation, and that he (she) signed his (her) name to the said instrument by like order.

Notary Public, residing at _____

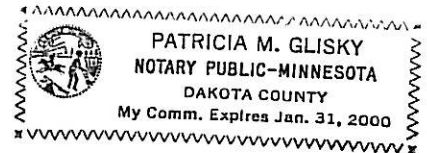
(Commission expires _____)

STATE OF MINNESOTA

COUNTY OF DAKOTA

On this 22nd day of December, 1997, before me appeared Karen Swihart to me personally known, who being by me duly sworn did say that she is the Attorney in Fact of FARMINGTON CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Connecticut, and having its principal office or place of business at Hartford, Connecticut; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors and of its by-laws, and said Karen Swihart acknowledged said instrument to be the free act and deed of the corporation.

Notary Public Patricia M. Glisky
My Commission expires Jan 31, 2000



CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

Exceptions/Clarifications

- No. 1 No hypalon vinyl cover with tubular framing will be provide
- No. 9 A mild steel tank will be furnished in lieu of specified stainless steel material.

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

1. CANOPY DOOR INSTALLATION:

Driver's and passenger's side existing canopy access area shall be modified as follows: a full height painted aluminum door jamb riser to be fabricated and installed extending from lower runningboard level to height of existing man saver bars on both sides. Door jamb to be triple broke equipped with rotary slam striker pin and full height hollow core rubber weatherstripping. Door jamb assemblies to be bolted/removable, installed to provide maximum width doorway.

Remove existing man saver bars.

Two (2) canopy access doors shall be furnished consisting of u-formed .125" smooth aluminum with: full height polished stainless steel piano hinge bolted to canopy sides and doors, full height/width removable interior .100 polished 4-way aluminum door panel, rotary slam door latch assembly, chrome plated lever style exterior door handle, and polished stainless steel recessed d-handle.

2. NEW CHASSIS CAB SEATS:

Remove existing driver's seat, officer's seat, and the two rear canopy jump seats and replace with four new superior flame fighter vinyl covered seats. The driver's seat shall be a non air ride suspension with no SCBA provision. The officer's and two rear canopy seats shall be non-suspension seats with recessed SCBA brackets.

3. CHASSIS CAB REFURBISHING:

Entire chassis cab to be removed of all exterior mounted accessories including: headlight modules, turn signals, mechanical siren, chrome bumper, chrome tow hooks, chrome handrails, rear view mirrors, spotlights, marker lights, beacon rays, OptiCom light, and other nonpainted accessories. Above accessories to be cleaned/polished in preparation for re-installation after finish painting.

Left and right front cab fenders to be removed, fenders to be individually sandblasted and refinished prior to re-installation. Rust areas to be sandblasted or cut out if required prior to painting. New fender welting to be furnished during re-installation of original fenders.

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

Chassis wheels, front and rear, to be removed, sandblasted, vinyl wash primed, and spray painted with acrylic urethane to match exterior body color with a contrasting silver ring painted along outer edge.

Entire chassis cab exterior to be power sanded to remove the original cab finish. Original lettering, decals, and striping to be removed. Rear open canopy area to be power sanded, removing original finish.

Entire chassis cab exterior and underside canopy area to be properly sanded, primer-filled, and spray painted with three coats of Sikkens red and white(top) acrylic urethane with gloss additives.

After final finish painting, all previously removed painted and nonpainted accessories to be reinstalled using new stainless steel fasteners and neoprene rubber mounting gaskets where available.

Refurbishing of apparatus body:

Entire apparatus body to be dis-assembled including removal of: pump controls, pump fittings, nameplates, exterior lighting, accessory brackets, compartment doors, drip moldings, and all other bolted painted and non-painted accessories.

Entire apparatus body exterior and compartment interiors to be sandblasted removing all original painted finishes and corrosion deposits.

Individually removed painted accessories to be sandblasted, vinyl wash primed, and spray painted with three coats of red acrylic urethane to match chassis cab.

Compartment doors to be disassembled, including removal of door latch mechanisms and hinges. Exterior door surfaces to be power sanded, interiors of all compartments to be sanded, vinyl wash primed, and spray painted with three coats of red acrylic urethane to match body exterior finish.

Entire apparatus body exterior, hosebed, exterior compartments and interior of all compartments to be sanded, vinyl wash primed, and spray painted with three coats of red acrylic urethane to match chassis cab exterior.

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

Compartment interiors to be spray coated (over red urethane) with textured vinyl light gray polene coating.

After final finish painting of apparatus body and body components, all originally removed painted and non-painted accessories to be reinstalled with stainless steel fasteners.

Entire underside of vehicle shall be undercoated.

4. 2.5" DISCHARGE OUTLETS:

All seven (7) 2.5 inch discharge outlets shall be furnished with 30 degree chrome plated elbows with 2.5" chrome plated NST caps and chains

5. LARGE DIAMETER DISCHARGE:

Remove passenger side 2.5" discharge outlet, valve and replace with an Akron 3" electric discharge valve, 30 degree elbow, 4" storz fitting with blind cap and chain.

6. LIGHTBAR:

Replace existing beacon rays with a code 3 model 5338AL lightbar mounted on chassis cab roof with permanent brackets. Lightbar to be activated by a single rocker switch located in chassis cab.

7. FRONT LIGHTS:

Furnish and install two (2) code 3, model 81BZ halogen flashing warning lights on front of chassis in lieu of existing flashers. Lights to be activated by a separate rocker switch located in chassis cab.

8. REAR LIGHTS:

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

Furnish and install two (2) code 3, model 41BZ halogen flashing warning lights on rear of apparatus body below back-up lights and activated by a separate rocker switch located in chassis cab.

9. BOOSTER TANK:

Furnish and install a new 500 gallon capacity rectangular mild steel tank with a 10-year tank warranty. All original plumbing shall be reuse.

10. HOSEBED COVER:

Furnish and install a new vinyl covered nylon hosebed cover with customer approved fasteners.

11. STAINLESS STEEL COMPARTMENT MOLDING:

Install polished stainless steel trim molding on bottom edge of driver side upper level compartments.

12. FAN CLUTCH:

Furnish and install an engine fan clutch on existing engine.

13. INTAKE RELIEF VALVE:

Furnish and install an Elkhart intake relief valve on passenger side suction intake.

14. AUXILIARY COOLERS:

Disconnect and cap existing auxiliary coolers on pump operators panel.

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

15. BRAKE SYSTEM:

Replace brake lining, brake drums, brake hardware, wheel and axle seals on all four wheels. Replace rear wheel brake chambers and service brake diaphragms. Replace front wheel service brake diaphragms and inspect entire brake system.

16. PUMP HEATER:

Furnish and install a 16,000 BTU heater in pump compartment activated by a separate switch on pump panel.

17. HEATER CASING:

Furnish and install a pump heater casing below pump compartment equipped with a slide out tray.

18. COMPARTMENT SHELF:

Furnish and install a painted aluminum permanent shelf located in drivers side lower front compartment.

19. ELECTRICAL COVERS:

Fabricate and install electrical covers for protecting electrical wiring of rear tail lights in drivers and passengers sided rear compartments.

20. LETTERING:

Furnish and install gold leaf lettering with black back shading between two layers of Mylar on chassis cab doors. 4" wide white reflective striping shall be furnished along lower portion of

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

body.

21. INTERSECTION LIGHTS:

Furnish and install two (2) code 3, model 41BZ halogen flashing warning lights on sides of extended front bumper and activated@be a separate switch located in chassis cab.

22. WHEELWELL LIGHTS:

Furnish and install two (2) code 3, model 41BZ halogen flashing warning lights in rear wheelwells and activated be a separate switch located in chassis cab.

23. HEAD LINER:

Replace existing chassis cab head liner with new black vinyl cover foam sound proofing material.

24. CAB DOME LIGHT:

Furnish and install a new 5 truck-lite cab dome light in lieu of existing light.

25. CHASSIS CAB DOOR WEATHER STRIPPING:

Replace existing weather stripping on chassis cab doors.

26. LEAF SPRING

Add leaf spring to chassis suspension on drivers side to correct excessive leaning.

Option: To install spacer block between spring stack and axle, please deduct \$318.00

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020 • (715) 294-2555 • FAX (715) 294-2168

REFURBISHING AND MODIFICATIONS TO FALCON HEIGHTS 1978 AMERICAN LAFRANCE PUMPER

27. DELUGE GUN DISCHARGE VALVE:

Furnish and install an Akron 3" electric deluge discharge valve, piped to top of pump compartment, equipped with a 2.5" pressure gauge on pump operators panel. An Elkhart "stinger" portable monitor with stacked tips, shaper tube and portable base to be furnished.

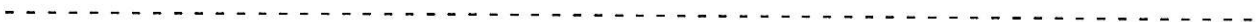
28. WINDSHIELD WIPERS:

Check operation of chassis cab windshield wipers and replace any damaged air lines if necessary.

No. 98-03

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

Date: January 14, 1998



RESOLUTION AWARDING THE BID FOR REFURBISHING THE 1978
LaFRANCE 1978 PUMPER FIRE TRUCK

WHEREAS, the city of Falcon Heights is interested in preserving the public safety through appropriate fire equipment;

WHEREAS, there is still a serviceable life in the 1978 LaFrance pumper truck;

WHEREAS, the city received two bids for the refurbishing of the 1978 LaFrance pumper truck;

WHEREAS, Custom Fire Apparatus Inc. is the low bid received at \$68,540; and

WHEREAS, the other bidder, General Safety stated it had no protest with awarding the bid to Custom Fire Apparatus Inc.;

NOW THEREFORE, BE IT RESOLVED that the City of Falcon Heights city council award the bid for refurbishing the fire truck to Custom Fire Apparatus Inc. for \$68,540.00.



Moved by: _____

Approved by: _____

Mayor

January 14, 1998

Date

GEHRZ ___ In Favor

GIBSON TALBOT

HUSTAD ___ Against

JACOBS

KUETTEL

Attested by: _____

City Clerk

January 14, 1998

Date

POLICY 3
Date: 1/14/98

ITEM: Consideration of a resolution 98-4 awarding bid package C-3 for the State Fair sign to Jay Brothers Construction subject to the proposed agreement with the Minnesota State Fair

SUBMITTED BY: Susan Hoyt, City Administrator

REVIEWED BY: Michael Schroeder, HKG, Project Designer
Jerry Hammer, Executive Vice President, Minnesota State Fair and Ken Wenzel, Minnesota State Fair
Roger Knutson, City Attorney

EXPLANATION/DESCRIPTION:

Summary and action requested. The council is being asked to consider two items. The first item is resolution 98-4 awarding the bid for sign package C-3 of the Larpenteur Avenue Improvement project to Jay Brothers Construction for a total cost of \$47, 245. (The original bid price was \$78,956). The State Fair agrees to pay for \$26,525 of this cost in addition to paying the street assessment for Larpenteur Avenue of \$21,348. The second item is the proposed agreement between the City of Falcon Heights and the Minnesota State Fair regarding cost sharing for the sign's construction and additional items. If the contract is awarded to Jay Brothers, the construction of the sign will begin immediately so the sign can be installed in late spring or early summer.

Meets Goal 2 To maintain and promote the assets of the city's unique neighborhoods.

Strategy 5: Enhance the physical land use characteristics of the community.

Action item: Create a community identity along the Larpenteur Avenue Corridor

Meets Goal 4 To provide a responsive and effective city government.

Strategy 3 To maintain collaborative relationships with other entities.

Background

Although a neighboring city occasionally tries, Falcon Heights is the only city in Minnesota that can claim that it is the geographic home of the Minnesota State Fair. With over 1,000,000 people coming to the State Fair for the annual Great Minnesota Get-Together plus many other visitors coming throughout the year for special events like the annual 'Back to the Fifties' auto show, identifying the State Fair's entrance along Larpenteur Avenue became a key element in the city's streetscape plan. Project designer, Michael Schroeder, chose to focus on the reason for the State Fair's original existence and continued importance— to highlight state agricultural activities - by using a grain storage bin as the

framework for the sign design. After many discussions on and modifications of the proposed design to benefit both the Fair and the city, the final design and associated costs came in at a total of \$47,245. State Fair officials are enthusiastic about the proposed plan and view this as an opportunity to work with the city to create a theme that fits with the city's plans rather than to independently develop the State Fair's own entrance symbol that may not fit into the city's streetscape design.

Using previous examples of city investments on other public, non city owned property – Falcon Heights and Brimhall playgrounds- as proto-types, a draft agreement to cover the cost and long term ownership and maintenance of the sign is prepared for council consideration. In sum, this draft agreement is intended to guarantee that the Fair will cover its share of the costs and cover the costs of any change orders that may occur during construction pending the State Fair's approval. The State Fair also will agree to own the structure once it is completed, maintain the structure and its surrounding landscaping, and not move it from the Larpenteur Avenue location without reimbursing the city for its share of the investment depreciated over the fifteen year period. Although there are no plans to change or move this sign after the fifteen year period, it is difficult to anticipate changes past that date. (As a point of comparison, the Gopher Sign at the Snelling Avenue entrance has been a symbol of the Fair for many years.)

ATTACHMENTS

- 1 Illustration of the State Fair Sign
- 2 Letter from HKG project designer, Michael Schroeder, on final project costs for the State Fair sign and award of the bid.
- 3 Proposed agreement with the Minnesota State Fair regarding costs and the future of the sign (draft is currently being reviewed by the attorney)
- 4 Letter from the Minnesota State Fair dated January 9, 1998 (coming)
- 5 Map of city with agriculturally, horticulturally related land uses highlighted
- 6 Resolution 98-4 awarding bid package C- 3 to Jay Brothers Construction

ACTION REQUESTED:

Update on sign design and agreement

Discussion

Consideration and adoption of the sign agreement with the Minnesota State Fair

Consideration and adoption of resolution 98-4

Creative Solutions for Land Planning and Design

Hoisington Koegler Group Inc.



9 January 1998

Susan Hoyt, City Administrator
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, Minnesota 55113

RE: Larpenteur Avenue Streetscape Improvements
Bid Package 'C'
Bid Schedule 'C-3' (State Fair Entry)

Dear Ms. Hoyt:

When bids were received for the construction of signs according to Bid Package 'C' of the Larpenteur Avenue Streetscape Improvements project, the bid schedule for the construction of a sign at the State Fair entry was not awarded due to higher than anticipated costs. The City Council directed Hoisington Koegler Group Inc. to revise the design for the State Fair Entry to effect a cost reduction and the low bidder granted an extension of the time allowed to award the contract to permit time to develop a design that satisfied the State Fair's requirements for the sign and the related budget. At this time, the bidder has proposed a price that meets that State Fair's budget based on a design that both the Council and the State Fair have approved.

Hoisington Koegler Group Inc. is, therefore, recommending award of Bid Schedule 'C-3' (State Fair Entry) to Jay Brothers, Inc. for an amount of \$47,245.00 for construction of the State Fair Entry sign according to drawings prepared by HKGi (dated 24 October 1997, 29 October 1997 and 31 October 1997). The bidder's proposal for this work and our analysis of the costs is attached.

This work will be completed according to the attached schedule submitted by the bidder. All other provisions of the original contract requirements shall apply.

Please call me if you have any questions.

Sincerely,

Hoisington Koegler Group Inc.

A handwritten signature in black ink, appearing to read 'Michael Schroeder', with a horizontal line extending to the right.

Michael Schroeder

Hoisington Koegler Group Inc.



5 January 1998

Susan Hoyt, City Administrator
 City of Falcon Heights
 2077 West Larpenteur Avenue
 Falcon Heights, Minnesota 55113

RE: State Fair Sign

Dear Susan,

I received pricing from Jay Brothers for the lighting of the State Fair sign today. While the cost did come down, the savings was not to the degree we might have hoped. The pricing comparison between Killmer Electric and Kehne Electric (according to the bids submitted to Jay Brothers) is as follows (all prices include general contractor mark-up by Jay Brothers of ten percent):

<u>Lighting Effects</u>	<u>Killmer Electric</u>	<u>Kehne Electric</u>
<u>Interior lighting</u>	\$5,120	\$4,310
<ul style="list-style-type: none"> • installation of interior lighting effect (five ground-mounted flood lights at interior of grain bin to create backlighting for logo) • installation and connection of lighting equipment to power supply, including panels and other related lighting equipment 		
<u>Fiber optic lighting</u>	\$7,580	\$2,090
<ul style="list-style-type: none"> • installation of fiber optic lighting effect (fiber optic cable at perimeter of grain bin, mounted at eave of roof, with color wheel for varying color) 		
<u>Spot lighting</u>	\$2,400	\$6,325
<ul style="list-style-type: none"> • installation of spot light effect (high wattage fixture mounted at roof opening of grain bin to create spot light/beacon) 		
Lighting total	\$15,100	\$12,725

A summary of sign construction costs previously submitted by Jay Brothers is as follows:

<u>Item 1</u>	\$24,720
<ul style="list-style-type: none"> • construction of concrete foundation and concrete walk at front of structure • fabrication and erection of grain bin structure • application of clear seal over all unpainted exposed metal surfaces • restoration of turf areas with sod after construction 	

(allowing for seed crop planting beds)

<u>Item 2 [NOT INCLUDED]</u>	\$7,450
• sawcutting of roadway to control application of colored chemical stain for bands at entry	
• application of chemical stain	
<u>Item 3</u>	\$9,800
• fabrication, finishing and installation of aluminum State Fair logo	
SIGN COSTS, INCLUDING ALL LIGHTING EFFECTS	\$47,245

The following costs must still be accounted for:

- site preparation: there are approximately three trees that will have to be relocated to provide a site for location of the sign.
- landscape development: we understand the crop planting will be accomplished by the State Fair in conjunction with similar planted features in the Fairgrounds.

Please call me with questions.

Sincerely,

Hoisington Koegler Group Inc.



Michael Schroeder



General Contractors

JAY BROS., INC.

November 25, 1997

Mr. Michael Schroeder
Hoisington Koegler Group Inc.
123 North Third Street Suite 100
Minneapolis, MN 55401-1659

RE: State Fair Sign
Falcon Heights, MN
JBI Project #97-68

Done by June 20, 1998

Dear Michael;

We have reviewed your letter dated November 4, 1997, and the three plan sheets dated October 24, 1997. We offer the following for your consideration as per your letter:

Item #1 - Grain Bin, Foundation Work
Lump Sum Bid \$24,720.00

~~Item #2 - Sawcut Roadway, Apply Stain
Lump Sum Bid \$7,450.00~~

Delete

Item #3 - Aluminum Sign
Lump Sum Bid \$9,800.00

Item #4 - Interior Lighting
Lump Sum Bid \$ 4310

Item #5 - Fibre Optic Lighting
Lump Sum Bid \$ 2090

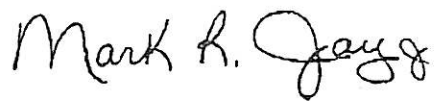
Item #6 - Spot Light Effect
Lump Sum Bid \$ 6325

We are waiting pricing from the electric sub-contractors, and will forward them to you as soon as we receive them.

Mr. Michael Schroeder
November 25, 1997
Page 2

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mark R. Jay". The signature is written in black ink and is positioned above the typed name and company information.

Mark R. Jay
Jay Bros., Inc.

MRJ/jmj



General Contractors

JAY BROS., INC.

TO: Michael Schroeder

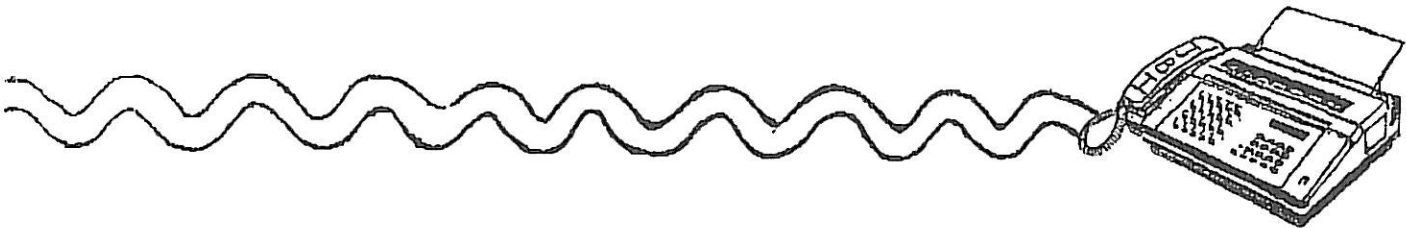
ATTENTION: _____

FROM: Mark Jay

SUBJECT: Falcon Heights 97-68

DATE: 01/09/98 TIME: _____ CST

NUMBER OF PAGES INCLUDING THIS PAGE: 1



COMMENTS: Jay Bros., Inc. agrees if awarded
the state fair entry sign, their work
will be completed by June 20, 1998.

THIS FAX TRANSMISSION IS THE ONLY COPY YOU WILL RECEIVE UNLESS
OTHERWISE NOTED. THANK YOU.

DRAFT 9 January 1998
City of Falcon Heights
Minnesota State Fair

SIGN AGREEMENT

The City of Falcon Heights, hereinafter referred to as the city, and the Minnesota State Fair, hereinafter referred to as the State Fair, agree to the following.

1. The city shall contract for the construction of a community sign identifying the State Fair entrance off of Larpenteur Avenue with Jay Brothers Construction for a total cost of \$ 47, 245. The city and the State Fair shall jointly finance the cost of constructing the sign as identified in attachment 1.
2. The State Fair will permit the city and its contractors to construct the sign on State Fair property.
3. The city will pay Jay Brothers Construction for the sign.
4. The city will bill the State Fair for the State Fair's share of the costs after the city is billed for these costs by the contractor and the payment is approved by the city up to \$26,525 and for any subsequent change orders charged after the bid is awarded.
5. The State Fair will be asked to approve any change orders that may occur after the construction begins and the State Fair will cover the costs of any change orders.
6. After completion of the sign, the city will turn the ownership of the sign over to the State Fair.
7. The State Fair will maintain the sign and the surrounding landscaping.
8. The State Fair will request city approval for any changes in the design of the grain storage structure. The State Fair will inform the city of changes in the design of the State Fair logo or the lighting on the sign prior to implementing these changes.
9. If the State Fair moves the sign to a location away from Larpenteur Avenue the State Fair will reimburse the city a portion of its costs in constructing the sign as identified in attachment 2.
10. As a property owner abutting Larpenteur Avenue, the State Fair will be assessed for the reconstruction of Larpenteur Avenue according to the city's assessment policy.

Page 2
Sign Agreement

Signed by:

The Minnesota State Fair

Date _____

Title

Mayor, City of Falcon Heights

Date: _____

City Administrator

Date _____

PROPOSED COST BREAK DOWN FOR STATE FAIR SIGN

Basic structure with concrete base and sidewalk	\$20,720 (city)
Interior metal work and fabrication of structure	4,000 (State Fair)
Fabrication, finishing, installation of State Fair Logo	9,800 (State Fair)
Installation of interior lighting effects, power supply	4,310 (State Fair)
Fiber optic lighting	2,090 (State Fair)
Spot lighting	<u>6,325 (State Fair)</u>
TOTAL	\$ 47,245
State Fair Costs:	
Sign expenses	\$ 26,525
Assessment	<u>21,348</u>
Total State Fair Costs	\$ 47,873

DEPRECIATION SCHEDULE

TOTAL AMOUNT TO DEPRECIATE: \$ 20,720

STRAIGHT LINE DEPRECIATION USED
WITH NO SALVAGE VALUE: 16 YEARS

ANNUAL DEPR: 1295.00

1998 BGN BAL: \$ 20,720

<u>YEAR</u>	<u>\$ DEPR</u>	<u>END BAL:</u>
1998	1295	19,425
1999	1295	18,130
2000	1295	16,835
2001	1295	15,540
2002	1295	14,245
2003	1295	12,950
2004	1295	11,655
2005	1295	10,360
2006	1295	9,065
2007	1295	7,770
2008	1295	6,475
2009	1295	5,180
2010	1295	3,885
2011	1295	2,590
2012	1295	1,295
2013	1295	0

No. 98-04

CITY OF FALCON HEIGHTS

COUNCIL RESOLUTION

Date: January 14, 1998



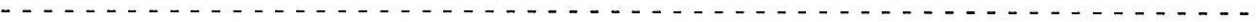
RESOLUTION AWARDING BID PACKAGE C-3 OF THE LARPEN TEUR AVENUE PUBLIC IMPROVEMENT PROJECT TO JAY BROTHERS CONSTRUCTION (STATE FAIR SIGN)

WHEREAS, the community identification sign for the State Fair is a key component of the Larpenteur Avenue streetscape plan;

WHEREAS, the city and the Minnesota State Fair are sharing in the cost of constructing this sign;

WHEREAS, the Minnesota State Fair agrees to permit the sign to be placed on State Fair property along Larpenteur Avenue and agrees to own and maintain the sign after its construction;

NOW THEREFORE, BE IT RESOLVED that the council award the bid package C-3 of the Larpenteur Avenue Public Improvement Project to Jay Brothers Construction for \$47,245.00.



Moved by: _____

Approved by: _____

GEHRZ ___ In Favor
GIBSON TALBOT
HUSTAD ___ Against
JACOBS
KUETTEL

Mayor
January 14, 1998
Date

Attested by: _____
City Clerk
January 14, 1998
Date



Add to original
agenda packet J14
under State Fair
Sign

Susan Hoyt, City Administrator
City of Falcon Heights
2077 W. Larpenteur Ave.
Falcon Heights, MN 55113

Jan. 9, 1998

Dear Susan,

Thanks for sending the State Fair sign construction cost estimates. We have reviewed the cost breakdown and agree to pay a total of \$47,873, to be applied to sign expenses and assessments.

The sign should be a wonderful addition to Larpenteur Avenue. Thanks for all of your hard work in making the sign concept a reality. I can't wait to see it!

Sincerely,

Jerry Hammer
Executive Vice President

cc: Ken Wenzel



14 January 1998
Discussion on Watersheds

1. The city is in four watershed areas.
2. There are two governance structures with which watersheds are manage water issues:

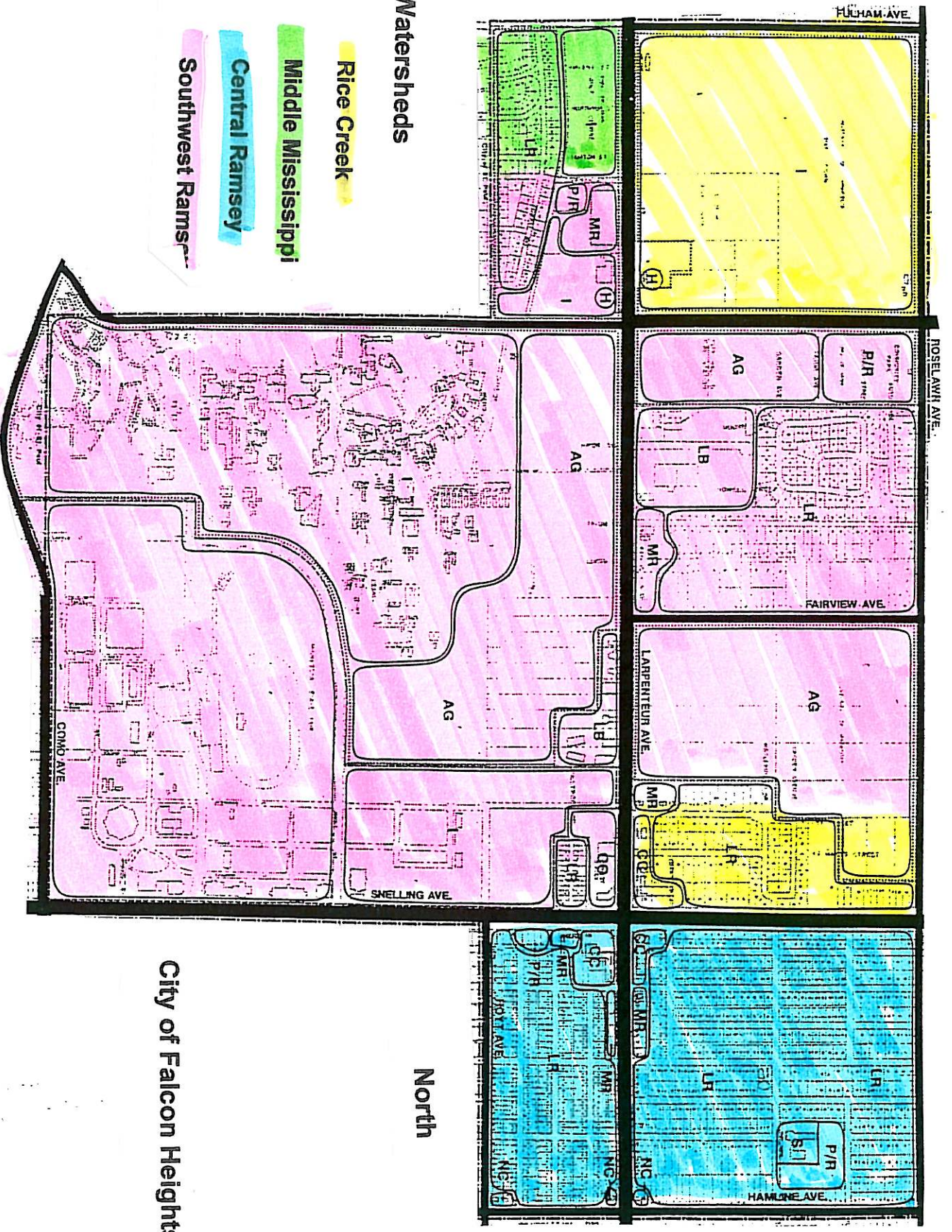
Watershed districts – separate board appointed by county; tax
Rice Creek
Costs covered through levy for specific project area
and district funds

Watershed Management Organizations - WMO
Middle Mississippi
Central Ramsey
Southwest Ramsey

Costs covered by all city property owners that pay
the stormwater fee (\$3.50 per quarter
for a homeowner).

3. Rice Creek Watershed District
annual property tax of \$10 per \$100,000 home to
cover all services/projects to date
4. Middle Mississippi WMO
costs city \$20 per year
planning done by Minneapolis which is 96% of area
ability to levy taxes in subwatersheds
will levy a tax if the area in FH receives direct benefit
5. Central Ramsey/Southwest Ramsey
Como Lake
Gottfried Pit
many others

little activity/expense to date
\$7,000 for Gottfried Pit repair (city stormsewer – paid by all city
taxpayers)
Troutbrook agreement - \$40,520 over 30 years plus maintenance each year
\$2,343 per year for 30 years
petition from St. Paul district 10 environmental group
anticipated action on petition
relationship with Ramsey Washington Watershed District



Watersheds

- Rice Creek
- Middle Mississippi
- Central Ramsey
- Southwest Ramsey

North

City of Falcon Heights