

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 W. Larpenteur Ave.

AGENDA
3/28/01

- A. CALL TO ORDER: 7 p.m.
- B. ROLL CALL: GEHRZ ___ HUSTAD ___ KUETTEL ___
 LINDSTROM ___ TALBOT ___
 WORTHINGTON ___ PHILLIPS ___
 ATTORNEY ___ ENGINEER ___
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: March 14, 2001
- E. PUBLIC HEARING: None
- F. CONSENT AGENDA:
1. General disbursements through 3/23/01, \$74,198.44
 Payroll, 3/1/01 to 3/15/01, \$8,145.59
 2. Licenses
- G. PRESENTATION
1. 2000 Prosecution Update by Martin Costello (*postponed to 4/25*)
- H. POLICY AGENDA:
1. Consideration of Resolution 01-08 approving the bid for one triple combination pumper apparatus to be built on a Freightliner FL80 4-door chassis cab per specifications issued by the city on March 15, 2001
 2. Hiring of a permanent, part-time public works maintenance worker
 3. Approval of the Pavement Management Plan to satisfy GASB-34 requirements regarding infrastructure depreciation, expense, and assets
 4. Approval of the purchase of a multi-gas detector for the fire department
- I. INFORMATION AND ANNOUNCEMENTS:
- J. ADJOURN

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- B. ROLL CALL: GEHRZ ____ HUSTAD ____ KUETTEL ____
 LINDSTROM ____ TALBOT ____
 WORTHINGTON ____ PHILLIPS ____
 ATTORNEY ____ ENGINEER ____
- C. COMMUNITY FORUM
- D. APPROVAL OF MINUTES: March 14, 2001 **(Tab #1)**
- E. PUBLIC HEARING: None
- F. CONSENT AGENDA:
1. General disbursements through 3/23/01, \$74,198.44
 Payroll, 3/1/01 to 3/15/01, \$8,145.59 **(Tab #3)**
 2. Licenses **(Tab #4)**
- G. PRESENTATION
1. 2000 Prosecution Update by Martin Costello
- H. POLICY AGENDA:
1. Consideration of Resolution 01-08 approving the bid for one triple combination pumper apparatus to be built on a Freightliner FL80 4-door chassis cab per specifications issued by the city March 15, 2001 **(Tab #5)**
 2. Hiring of a permanent, part-time public works maintenance worker **(Tab #6)**
 3. Approval of the Pavement Management Plan to satisfy GASB-34 requirements regarding infrastructure depreciation, expense, and assets **(Tab #7)**

4. Approval of the purchase of a multi-gas detector for the fire department **(Tab #8)**

I. INFORMATION AND ANNOUNCEMENTS:

J. ADJOURN

DRAFT

City of Falcon Heights
City Council Minutes
March 14, 2001

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

PRESENT: Gehrz, Hustad, Kuettel, Lindstrom, Talbot. Also present, Heather Worthington, City Administrator, Pat Phillips, Deputy Clerk, Terry Maurer and John Anderson, City Engineers

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

APPROVAL OF MINUTES: The minutes of February 28, 2001 were approved.

CONSENT AGENDA:

Councilmember Kuettel moved to approve the following consent agenda. The motion passed unanimously.

1. General disbursements and payroll
2. Licenses
3. Authorize RFP's for 2001 streetsweeping

PUBLIC HEARING:

1. Hearing on the proposed improvements to three alleys in the Northeast Quadrant and the Hollywood Court neighborhood

Mayor Gehrz explained the process of a public hearing to those in attendance. Heather Worthington gave a brief overview of which alleys are proposed for improvement. John Anderson presented, via overheads, the scope of the proposed project, the estimated cost of the entire project, and the proposed linear foot assessment to each property owner. After brief questions by council to engineer Anderson, the mayor officially opened the public hearing to those in attendance at 7:30 p.m.

Richard Kranz, 1484 Crawford, asked how the utility work will be done. He also wanted to know how deep the storm sewer has to be, why gas lines have to be moved to the front, why can't they put plastic pipe for the gas right next to storm sewer in alley. It was his strong suggestion that the alley not be completely reconstructed, just "needs to be scarified and topped with asphalt and rolled out". Another question was "does the city have special contractors to do these street and alley jobs"?

Dan Frenzel, 1506 Crawford, asked what the implication of 90% assessment meant. Also asked if the city programs certain amount of taxes to cover some of these advanced expenditures. Another thought was why the city couldn't get a better interest rate than 8%.

Alan Smith, 1478 Crawford, asked a question about alley access for residents and whether they would still have access at the end of each day during storm sewer construction. He also inquired if gas meters would remain in the same place.

Dale Gengler, 1611 Hollywood Court, said as far as he knows, most of the residents in his neighborhood are in favor of the alley reconstruction. Their concerns are mostly about drainage, "particularly on the west end" and "soft spots that may require more than 10" of base material". He said presently the alley has surface water coming from former Harvest States parking lot. He wanted to know if there was any way to improve water flow or increase drainage. He said this neighborhood has an issue with this problem and wants the city to be aware of it. Engineer Maurer asked Mr. Gengler to call him to set up a time for him to come out and take a look at the specific situation.

Dan Frenzel, 1506 Crawford, raised another question about the gas relocation process. Asked if the gas company is knowledgeable about condition of feed line from alley to each individual house. A man in the room who did not identify himself answered that the gas pipes under this alley are about 50 years old and need to be replaced. They will be replaced with a plastic pipe but the homes will have a gas line accessing from the right of way in the front of their homes and the apartment building will have the gas line accessing from the alley.

Mayor Gehrz asked if there were any more questions and hearing none, closed the public hearing at 7:55 p.m.

POLICY AGENDA

Consideration of resolution 01-05 ordering the alley improvement project and preparation of plans and specifications

Mayor Gehrz indicated that at this point council is being asked to consider approval of the resolution ordering the alley improvement project and preparation of plans and specifications. Councilmember Kuettel moved to approve resolution 01-05. The motion passed unanimously.

Request approval of geotechnical services proposal for Curtiss Field

Administrator Worthington said money was budgeted for 2001 for the upgrade of the drainage pond at Curtiss Field. Staff is recommending to contract with American Engineering Testing, Inc. to drill two test borings on the pond, perform soil laboratory testing on the borings, and submit a report to the city. A plan then can be formulated for remediating the infiltration problems. After brief questioning, Councilmember Talbot moved to approve the above proposal. The motion passed unanimously.

Endorsement of design guidelines for the SE Corner redevelopment, and approval of pre-RFP process and timeline

Mayor Gehrz said the council has been working with business owners and residents over the past several months to determine a course of action for the potential redevelopment of the SE corner of Snelling and Larpenteur Avenues. Administrator Worthington introduced Dan Cornejo, a consulting planner, who has been working with the city's financial consultant, Jim Prosser, to prepare a redevelopment timeline, list of developers, and design guidelines for the project. Mr. Cornejo responded to questions by council regarding parking, bus shelter, height of building, etc. After brief discussion, councilmember Lindstrom moved to approve the design guidelines and direct staff to send guidelines and supporting documentation to developers. The motion passed unanimously. Mayor Gehrz mentioned that Administrator Worthington is not available to attend the May 9th council meeting and asked the council if their schedules permitted them to meet on May 16th. Council agreed to meet on May 16th, 2001, at which time council will be presented with the plans and ideas from the responding developers.

Payment in lieu of taxes (PILOT) agreement with TIES for payment of city services on the building at 1667 Snelling Avenue North.

Administrator Worthington said an agreement has been negotiated with TIES, a Minnesota tax-exempt corporation for voluntary payment in lieu of taxes on the building at 1667 N. Snelling Ave. (formerly Harvest States). As part of the agreement, TIES will pay the city in two installments, a payment equal to the amount that would be received in the city's portion of real estate taxes if TIES was not tax exempt. The payments will commence in 2002, as the property is still taxable for the pay 2001 tax year. After a few brief questions and comments, councilmember Lindstrom moved to approve the agreement. The motion passed unanimously.

League of Minnesota Cities Annual Conference, Duluth, June 19-23

Mayor Gehrz said the League's Annual Conference usually fills up quickly and asked the council if she could get a sense of how many were planning to attend. Those planning to attend the conference in Duluth in June are Heather Worthington, Mayor Gehrz, and Councilmembers Kuettel and Talbot. Hotel reservations are encouraged to be made as soon as possible.

INFORMATION AND ANNOUNCEMENTS:

Councilmember Hustad announced his resignation from the council due to increasing workload of his job and time commitment to his family. His second term will expire December 31, 2001. He expressed his gratitude for having been elected to serve on the council for almost eight years. Previous to that, he served three years on the Solid Waste Commission. Hustad will continue in his role until a replacement has been appointed.

ADJOURN

The meeting adjourned to a brief workshop at 8:55 p.m.

Respectfully submitted,

Pat Phillips
Deputy Clerk

CONSENT 1
Meeting Date: 3/28/01

ITEM DESCRIPTION: Disbursements

SUBMITTED BY: Roland Olson, City Accountant

EXPLANATION/SUMMARY:

1. General disbursements through 3/23/01, \$74,198.44
2. Payroll, 3/1/01 to 3/15/01, \$8,145.59

ACTION REQUESTED: Approval

APPROVAL OF BILLS
 PERIOD ENDING: _3/23/01

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	US BANK TRUST NATL ASSOC	AGENT FEES 96 BONDS	-----	258.75
	US BANK TRUST NATL ASSOC	AGENT FEES 99 BONDS	-----	258.75
39824	RAMSEY COUNTY PROP/RECORD	SPEC ASSMT PROCESS FEES	-----	280.00
	*** TOTAL FOR DEPT 00			797.50
39820	GOVERNMENT TRAINING SERV.	LANDUSE WKSP:TRACY&HARRI	LEGISLAT	198.00
	LILLIE SUBURBAN NEWSPAPER	LEGALS-FIRE TRK BIDDING	LEGISLAT	26.44
	LILLIE SUBURBAN NEWSPAPER	LEGALS-ALLEY PUBLIC HEAR	LEGISLAT	18.12
	*** TOTAL FOR DEPT 11			242.56
	AMERICAN OFFICE PRODUCTS	BINDERS/PENCILS/COVERS	ADMINIST	109.26
39822	US BANCORP	PAPER/POST ITS/EASEL	ADMINIST	32.98
39822	US BANCORP	SOFTWARE(INTELLISYNC V4)	ADMINIST	74.54
39822	US BANCORP	MEETING EXPS(MET COUNCIL	ADMINIST	28.78
	CASH	NOTEBOOKS	ADMINIST	7.46
	CASH	CERTIFIED MAIL:SOC SEC	ADMINIST	9.37
39819	GOVERNMENT TRAINING SERV.	CONFERENCE-HEATHER	ADMINIST	199.00
	INSTY-PRINTS PLUS	CITY ADDRESS STAMP	ADMINIST	21.25
39825	MN DEPARTMENT OF REVENUE	MAR 1-15 ST WITHHOLDING	ADMINIST	533.98
39826	PERA	PERA MAR 1-15	ADMINIST	997.58
39823	RAMSEY COUNTY	MAR 01 HEALTH INS	ADMINIST	3,207.10
	*** TOTAL FOR DEPT 12			5,221.30
	INSTY-PRINTS PLUS	CAFR REPORT COVERS	FINANCE	70.56
	*** TOTAL FOR DEPT 13			70.56
	FBN, INC	WEB PAGE ISSUES	COMMUNIC	467.50
	FBN, INC	ACCTING SOFTWARE ISSUES	COMMUNIC	765.00
	*** TOTAL FOR DEPT 16			1,232.50
	XCEL ENERGY	ELECT FOR CIVIL DEFENSE	EMERGENC	6.28
	*** TOTAL FOR DEPT 21			6.28
	ST ANTHONY VILLAGE	APRIL/01 POLICE SVCS	POLICE	34,221.16
	*** TOTAL FOR DEPT 22			34,221.16
	ALLEN, MARK	MILEAGE:EVELTH FIRE SCHL	FIRE FIG	221.69
	AMERIPRIDE LINEN&APPAREL	LINEN CLEANING	FIRE FIG	43.55
	AL HERNANDEZ	FIRE TNG-FARGO	FIRE FIG	344.72
	LEMAY, BARBARA	FIRE SCHOOL TNG/EVELETH	FIRE FIG	107.64
	LAPPE,TRAPPER	TUITION REIMB/FIRE SCHOL	FIRE FIG	85.00
	MARY RIGNEY	FARGO FIRE SCHOOL REIMB	FIRE FIG	221.99
	VERIZON WIRELESS	CELL PHONE CHRGS	FIRE FIG	21.10
	MN FIRE SVC CERT. BOARD	RECERTIFICATION-THUNE	FIRE FIG	10.00
	*** TOTAL FOR DEPT 24			1,055.69
	BROWNING-FERRIS IND.	3.01 WASTE REMOVAL	CITY HAL	267.74
	CASH	KITCHEN SUPPLIES	CITY HAL	4.16
	CASH	CERAMIC HEATER	CITY HAL	49.51
	REGIONAL MUTUAL AID ASSOC	2001 MEMBERSHIP FUND	CITY HAL	20.00
	GRAINGER, W. W., INC.	TISSUE/TOWELS	CITY HAL	148.21
	SAFE ASSURE CONSULTANTS	2ND QTR SAFETY TNG	CITY HAL	471.00

APPROVAL OF BILLS
 PERIOD ENDING: 3/23/01

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
		*** TOTAL FOR DEPT 31		960.62
	US BANCORP	SNOWPLOW EXPS	STREETS	100.00
39821	XCEL ENERGY	ELECTRICITY	STREETS	9.45
		*** TOTAL FOR DEPT 32		109.45
	HOWARD GREEN COMPANYC.	F.H. GENERAL SVCS	ENGINEER	324.00
		*** TOTAL FOR DEPT 33		324.00
	UNIVERSITY OF MINN EXTENS	SHADE TREE COURSE MAERTZ TREE PRO		105.00
		*** TOTAL FOR DEPT 34		105.00
	HONEYWELL INC.	REPAIR SECURITY SYS/COMM PARK & R		95.00
	ICMA RETIREMENT TRUST 457	MAR/01 TRETSEVEN	PARK & R	100.00
	ICMA RETIREMENT TRUST 457	MAR/01 MAERTZ	PARK & R	100.00
	XCEL ENERGY	ELECT PROTECTIVE LIGHTNG PARK & R		21.98
		*** TOTAL FOR DEPT 41		316.98
	HOWARD GREEN COMPANYC.	FULHAM AVE STORM SEWER	STORM SE	23.06
39827	RAMSEY CTY PUBLIC WORKS	ST LIFT STA REPAIR	STORM SE	4,119.89
		*** TOTAL FOR DEPT 51		4,142.95
39824	RAMSEY COUNTY PROP/RECORD	SPEC ASSMT PROCESS FEES	91 IMPRO	142.50
		*** TOTAL FOR DEPT 55		142.50
39824	RAMSEY COUNTY PROP/RECORD	SPEC ASSMT PROCESS FEES	93 IMPRO	110.00
		*** TOTAL FOR DEPT 57		110.00
39824	RAMSEY COUNTY PROP/RECORD	SPEC ASSMT PROCESS FEES	90 HAML I	37.50
		*** TOTAL FOR DEPT 62		37.50
	AMERICAN OFFICE PRODUCTS	NEW HP FAX MACHINE	GENERAL	272.86
		*** TOTAL FOR DEPT 63		272.86
	DANKO EMERGENCY EQUIPMENT	2 FIRE HELMET	FIRE & R	365.91
	FIRE EQUIPMENT SPECIALTIE	2 SCBA FACE PIECES	FIRE & R	610.95
		*** TOTAL FOR DEPT 64		976.86
	MUSKA ELECTRIC CO.	LITES/COUNCIL CHAMBERS	PUBLIC W	3,105.00
	MUSKA ELECTRIC CO.	RELAMP EXISTING FIXTURES	PUBLIC W	491.55
		*** TOTAL FOR DEPT 65		3,596.55
	HOWARD GREEN COMPANYC.	2000 ALLEY RECONSTRUCTN	INFRASTR	75.00
39824	RAMSEY COUNTY PROP/RECORD	SPEC ASSMT PROCESS FEES	INFRASTR	472.50
		*** TOTAL FOR DEPT 71		547.50
	BRAUN PUMP & CONTROLS	REPAIR SS LIFT STATION	SANITARY	358.50
	MIDWAY FORD ROSEVILLE	CARBUREATOR REPAIR	SANITARY	203.99
	SAFE ASSURE CONSULTANTS	2ND QTR SAFETY TNG	SANITARY	202.00
		*** TOTAL FOR DEPT 75		764.49
	EHLERS AND ASSOCIATES	TIF EXP DOCUMENT REVIEW	TIF #1	870.00
		*** TOTAL FOR DEPT 77		870.00
	EHLERS AND ASSOCIATES	TIF EXP DOCUMENT REVIEW	TIF #2	870.00

APPROVAL OF BILLS
 PERIOD ENDING: _3/23/01

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
*** TOTAL FOR DEPT 78				870.00
	SHORT ELLIOTT HENDRICKSON SE CORNER REDEVELOPMENT		COMM. DE	3,769.97
*** TOTAL FOR DEPT 79				3,769.97
	WEBER,EILEEN	MAR 16-31 PROF SVCS	MCAD	1,083.33
	WEBER,EILEEN	SUBWAYS FOR CABLE CREW	MCAD	28.18
	WEBER,EILEEN	POSTAGE	MCAD	29.24
	WEBER,EILEEN	FALKOWSKI DRUG BOOK	MCAD	14.00
*** TOTAL FOR DEPT 84				1,154.75
	HOWARD GREEN COMPANYC.	NORTHOME ST REPAIRS	NORTHOME	6,439.04
*** TOTAL FOR DEPT 88				6,439.04
	HOWARD GREEN COMPANYC.	2001 ALLEY IMPROVEMENTS	2001 ALL	5,839.87
*** TOTAL FOR DEPT 89				5,839.87
*** TOTAL FOR BANK 01				74,198.44
*** GRAND TOTAL ***				74,198.44

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	3 14 01	34 CLEMENT KURHAJETZ	30840	16.52
COM	3 14 01	35 LEO LINDIG	30841	43.63
COM	3 14 01	40 KEVIN ANDERSON	30842	6.47
COM	3 14 01	42 MICHAEL D. CLARKIN	30843	99.98
COM	3 14 01	66 ALFRED HERNANDEZ	30844	209.40
COM	3 14 01	74 MARK J. ALLEN	30845	32.32
COM	3 14 01	77 BARBARA J. LEMAY	30846	6.47
COM	3 14 01	80 MARY K RIGNEY	30847	71.23
COM	3 14 01	81 LAUREL F SANDBERG	30848	31.52
COM	3 14 01	82 DUSTIN P THUNE	30849	150.56
COM	3 14 01	85 DANIEL S JOHNSON-POWERS	30850	89.97
COM	3 14 01	86 GREGORY R YOUNGS JR	30851	25.85
COM	3 14 01	87 MICHAEL A. MCKAY	30852	21.01
COM	3 14 01	88 TRAPPER J. LAPPE	30853	21.01
COM	3 14 01	89 RICKY REVERING	30854	46.07
COM	3 14 01	90 ANDREW P SCHIPPEL	30855	25.85
COM	3 14 01	91 RICHARD H. HINRICHS	30856	50.10
COM	3 14 01	1003 HEATHER WORTHINGTON	30857	1237.27
COM	3 14 01	1007 PATRICIA PHILLIPS	30858	1033.21
COM	3 14 01	1013 WILLIAM MAERTZ	30859	1382.30
COM	3 14 01	1033 DAVE TRETSVEN	30860	957.70
COM	3 14 01	1036 KEVIN KELLY	30861	277.05
COM	3 14 01	1089 KATHLEEN A. CIERNIA	30862	214.01
COM	3 14 01	1102 AUSTIN M. PETERSON	30863	315.74
COM	3 14 01	1136 ROLAND O. OLSON	30864	1148.75
COM	3 14 01	1143 COLIN B. CALLAHAN	30865	257.18
COM	3 14 01	1173 ELIZABETH M. POSTIGO	30866	374.42

COMPUTER CHECKS	8145.59
MANUAL CHECKS	.00
NOTICES OF DEPOSIT	.00

****TOTALS**** 8145.59

CONSENT 2
Meeting Date: 3/28/01

ITEM DESCRIPTION: Licenses

SUBMITTED BY: Pat Phillips, Licensing Coordinator

REVIEWED BY: Heather Worthington, City Administrator

EXPLANATION/SUMMARY:

TREE TRIMMING/TREATING/REMOVAL

Northeast Tree & Timber #01-1307

MUNICIPAL BUSINESS

Technology and Information Education Services (TIES) Lic. #01-635

ACTION REQUESTED: Approval

ITEM: Consideration of resolution 01-08 approving the bid for one triple combination pumper apparatus to be built on a Freightliner FL80 4-door chassis cab per specifications issued by the city on March 15, 2001

SUBMITTED BY: Heather Worthington, City Administrator

REVIEWED BY: Clem Kurhajetz, Chief, Falcon Heights Fire Department
Leo Lindig, Chair, Truck Committee

EXPLANATION:

Summary: The council is being asked to approve resolution 01-08 awarding the low bid to Custom Fire Apparatus Inc. for a new fire pumper, for a total cost of \$205,890. The other bid was received from General Equipment at a cost of \$208,890.

Goal 1: To protect the public health and safety

Strategy 1: Provide public safety services to citizens

Background Information:

The 2001 Capital Improvement Budget allocated \$200,000 for the purchase of a new fire pumper. The additional \$5,890 will be paid out of Public Safety Capital. The pumper truck we will be replacing is 30 years old and has failed its pump test. The new truck will be 30 feet long, and able to negotiate the tight alleys in Lauderdale and Falcon Heights better than our other trucks. Custom Fire Apparatus Inc. expects to deliver the new truck within 180 days.

Staff also requests that the Council authorize the \$60,500 progress payment to the Osceola, Wisconsin factory for delivery of the truck chassis at this time.

ATTACHMENT:

1. Bid from Custom Fire Apparatus Inc.
2. Resolution 01-08 awarding bid to Custom Fire Apparatus Inc.

ACTION REQUESTED:

Approve resolution 01-08 awarding bid to Custom Fire Apparatus Inc. for one triple combination pumper apparatus to be built on a Freightliner FL80 4-door chassis cab per specifications issue by the city on March 15, 2001, for \$205,890 out of the public safety capital improvement funds.

CUSTOM FIRE APPARATUS, INC.

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

March 16, 2001

To: The City of Falcon Heights
Falcon Heights Fire Department
2077 W. Larpenteur Avenue
Falcon Heights, Minnesota 55113-5594

SALES PROPOSAL

Dear Sirs:

We hereby propose and agree to furnish, after your acceptance of this proposal and the signing of a contract, the following Apparatus and Equipment:

“One (1) Triple Combination Pumper apparatus to be built on a Freightliner FL80 4-door chassis cab per Specifications dated March 15, 2001.”

All of which are to be manufactured in accordance with the specifications provided, and will be made part of the necessary contracts.

PROPOSAL PRICE

The above offered is made for the sum of: **USD \$205,890.00 (Two Hundred Five Thousand Eight Hundred Ninety Dollars and Zero Cents), FOB Falcon Heights, Minnesota**

PROPOSAL VALIDITY

30 Calendar Days

DELIVERY SCHEDULE


Delivery within 180 calendar days of receipt of executed contract.

SALES TERMS

A Progress Payment in the amount of \$60,500.00 is due upon shipment of the truck chassis to the Osceola, Wisconsin factory with full and final Payment due on the delivery day.

NOTE: You may pre-pay any undue amount of the contract price and receive .8% simple interest per each full calendar month until such funds are due.

Respectfully Submitted,
CUSTOM FIRE APPARATUS, INC.



James M. Kirvida
President of the Corporation

CUSTOM FIRE APPARATUS, INC.

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

MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, and: _____, Party of the Second Part, hereinafter called the BUYER.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract.

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, the Sum of: _____ DOLLARS, (\$ _____).

TERMS OF PAYMENT: Progress Payment of \$ _____ is due upon delivery of truck chassis to the Osceola factory, Net Cash on Delivery. You may pre-pay any additional undue portion of this contract amount and receive _____% simple interest per each full calendar month until such date as funds become due. (_____% per annum.)

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the day of delivery. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Is to be made to: _____ F.O.B. _____ within _____ working/calendar days following receipt and approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing, and providing the delivery of the truck chassis has been made to our factory in Osceola, Wisconsin.

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon arrival of delivery engineer with the apparatus, or upon delivery and acceptance of the same at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this _____ day of _____, 2000.

CUSTOM FIRE APPARATUS, INC.

(Party of the Second Part)

By: _____
James M. Kirvida
President of Custom Fire Apparatus, Inc.

CUSTOM FIRE APPARATUS, INC.

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

MOTOR VEHICLE PURCHASE CONTRACT

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, and: _____, Party of the Second Part, hereinafter called the BUYER.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract.

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, the Sum of: _____ DOLLARS, (\$ _____).

TERMS OF PAYMENT: Progress Payment of \$ _____ is due upon delivery of truck chassis to the Osceola factory, Net Cash on Delivery. You may pre-pay any additional undue portion of this contract amount and receive _____% simple interest per each full calendar month until such date as funds become due. (_____% per annum.)

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the day of delivery. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Is to be made to: _____ F.O.B. _____ within _____ working/calendar days following receipt and approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing, and providing the delivery of the truck chassis has been made to our factory in Osceola, Wisconsin.

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon arrival of delivery engineer with the apparatus, or upon delivery and acceptance of the same at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to hold both parties harmless and free from any loss.

WITNESS our hands and official seal this _____ day of _____, 2000.

CUSTOM FIRE APPARATUS, INC.

(Party of the Second Part)

By: _____
James M. Kirvida
President of Custom Fire Apparatus, Inc.

CUSTOM FIRE APPARATUS, INC.

509 68th Avenue • Osceola, Wisconsin 54020-4044 USA • Phone +1 715 294 2555 • Fax +1 715 294 2168

WARRANTY:

As a condition of the acceptance of the apparatus, Custom Fire Apparatus, Inc. furnishes the following Warranty:

*We warrant each new piece of Fire and Rescue Apparatus to be free from defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repair or replacing, as the Company may elect, any part or parts thereof which are fabricated by Custom Fire Apparatus, Inc., returned to us with transportation charges prepaid and as to which examination shall disclose to the Company's satisfaction to have been defective, provided that such part or parts thereof shall be returned to us not later than one year after delivery of such vehicle. Such defective part or parts will be returned or replaced free of charge and, when re-installed in our factory service center, **WITHOUT CHARGE FOR RE-INSTALLATION**, to the original purchaser. Accessories/components warranted by their original manufacturer may be subject to re-installation charges under the terms of their respective warranties.*

The water tank (Booster Tank) is to carry United Plastics Products unlimited Lifetime Warranty against any leaks or destruction due to cracks or corrosion caused by normal use of the same. UPF will repair or replace, as they may elect, the tank and/or its components.

This warranty will not apply:

- 1. To normal maintenance services or adjustments.*
- 2. To any vehicle which shall have been repaired or altered outside of our factory in any way so as in our judgment, to affect its stability, nor which has been subject to misuse, negligence, or accident, nor to any vehicle made by us which shall have been operated at a speed exceeding the factory rated speed, or loaded beyond the factory rated load capacity.*
- 3. To commercial chassis and associated equipment furnished with chassis, signaling devices, generators, batteries, or other trade accessories in as much as they are usually warranted separately by their respective manufacturers.*

This warranty is in lieu of all other warranties, expressed or implied all other representation to the original purchaser and all other obligations or liabilities, including liabilities for incidental or consequential damage on the part of the Company. Without limiting the foregoing, any express or implied warranties of merchantability or fitness for a particular purpose or warranties arising by Customer usage or by operation by law with regard to any products delivered pursuant hereto are expressly disclaimed. We neither assume any other warranty or liability on the Company's behalf unless made or assumed in writing by the Company.

SEAL

E:\FORMS\WARRANTY\NEWUPF.

Western Surety Company

BID BOND

Bond No. 43057624

KNOW ALL MEN BY THESE PRESENTS, that we, Custom Fire Apparatus, Inc.

as Principal, hereinafter called the Principal, and WESTERN SURETY COMPANY, P.O. Box 1068, Houston, Texas 77251-1068, as Surety, hereinafter called the Surety, are held and firmly bound unto

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

Name, Address, City, State, Zip, Phone Number

, as Obligee, hereinafter called the Obligee, in the sum of

10 % of the amount of this bid not to exceed Two Hundred & Six Thousand Dollars Not to Exceed 5%

Dollars (\$ 206,000), 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 firmly by these presents.

WHEREAS, the Principal has submitted a bid for Fire Truck Triple Combination Bumper

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such contract; 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder less Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 16th day of March, 2001.

Custom Fire Apparatus, Inc.

Principal

By

James M. Kirvida

Title President of the Corporation

WESTERN SURETY COMPANY

By

Barbara Engelhardt
Attorney-in-Fact

CITY OF FALCON HEIGHTS

COUNCIL RESOLUTION

Date: March 28, 2001

**RESOLUTION AWARDING THE BID FOR A NEW TRIPLE COMBINATION
PUMPER APPARATUS**

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

WHEREAS, the city allocated capital funds for the replacement of the 1971 pumper truck in 2001;

WHEREAS, Custom Fire Apparatus, Inc. is the low bid received at \$205,890;

NOW THEREFORE, BE IT RESOLVED that the City of Falcon Heights city council award the bid supplying one triple combination pumper apparatus per specifications issued by the city on March 15, 2001 to Custom Fire Apparatus Inc. for \$205,890.

Moved by: _____

Gehrz ___ In Favor
Hustad
Lindstrom
Kuettel ___ Against
Talbot

Approved by: _____

Mayor

Date: March 28, 2001

Attested by: _____

City Clerk

Date: March 28, 2001

ITEM: Hiring of a permanent, part-time public works maintenance worker

SUBMITTED BY: Heather Worthington, City Administrator

REVIEWED BY: Bill Maertz, Director of Public Works

EXPLANATION/DESCRIPTION:

Summary: The council is being asked to approve the hiring of Colin Callahan as the city's public works part-time maintenance worker. The position is a part-time regular position at 50% time a year. The position pays \$11.00 per hour. A part-time regular position (rather than a temporary position) puts the employee in the city's step program, which provides for a 5% pay increase after the first six months, if performance standards are met. This position is also subject to a six-month probationary period. Additionally, it provides vacation and sick leave benefits and demonstrates the city's commitment to him as an employee. Colin will report directly to Bill Maertz, Director of Parks and Public Works.

Colin is currently working as a temporary part-time Public Works employee, and has demonstrated a great deal commitment and hard work in his role. We are pleased to have him on staff.

Goal 3: To expand opportunities for the interaction and involvement of citizens of all ages in their neighborhoods and community.

Strategy 3: Explore, create and provide an array of recreation programming.

ACTION REQUESTED:

- Discussion
- Motion to approve the permanent, part-time hiring of Colin Callahan as the city's part-time maintenance worker

**Policy 3
3/28/01**

ITEM: Approval of the Pavement Management Plan to satisfy GASB-34 requirements regarding infrastructure depreciation, expense, and assets

SUBMITTED BY: Heather Worthington, City Administrator
John Anderson, H.R. Green Company, City Engineering Firm

REVIEWED BY: Roland Olson, Finance Director

EXPLANATION:

Summary: The Council is being asked to approve the implementation and associated expenses of a Pavement Management Plan in accordance with General Accounting Standards Board 34 (GASB-34) requirements. The City will complete its first GASB-34 compliant audit in 2001, and as such, is required to report all capital assets, including infrastructure, in the government-wide statement of net assets and depreciation expense.

As part of the Council's budget discussions for 2001, there was an allocation made in the general fund, engineering section, for implementing the Pavement Management Plan. H.R. Green has submitted a work plan, and proposed a lump sum fee of \$8,500 for the Plan to be prepared.

This plan will serve as a benchmark for further maintenance and repair of our local streets. Work can be scheduled to begin as soon as the snow melts and the streets are swept.

ATTACHMENT:

Letter from H.R. Green outlining the scope of work, dated 11/3/00

ACTION REQUESTED:

Approve the implementation of the Pavement Management Plan and payment of associated costs totaling \$8,500.



Howard R. Green Company
CONSULTING ENGINEERS

November 3, 2000
File: 900765CSM

Ms. Heather Worthington
City of Falcon Heights
2077 Larpenteur Avenue West
Falcon Heights, MN 55113-5551

RE: PAVEMENT MANAGEMENT PLAN

Dear Ms. Worthington:

As you know, new accounting standards are being implemented that require government agencies to report and account for their infrastructure assets. In June 1999, the Governmental Accounting Standards Board (GASB) issued Statement 34 *"Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments"*. Statement 34 establishes new requirements for the annual financial reports of state and local governments. As part of this new Statement, Cities must report all capital assets, including infrastructure, in the government-wide statement of net assets and report depreciation expense.

As requested, we are pleased to submit the following scope of services for preparation of a Pavement Management Plan for the City of Falcon Heights.

Scope of Services

- Preparation of data sheets to be used for collection of field observations.
- Perform field evaluation of every segment of local streets and alleys, including separate notation of curb conditions.
- Data entry of field data into MicroPaver pavement management software.
- Develop maintenance parameters and incorporate into pavement management software.
- Prepare brief report summarizing MicroPaver results.
- Prepare a map summarizing the results.

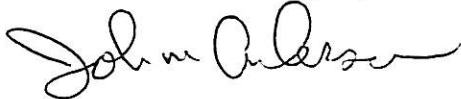
We propose to provide these services for a lump sum fee of \$8,500. It is our understanding that the City plans to include this work in the 2001 budget. We can begin this work as soon as the snow is melted and the streets are swept in the spring of 2001.

Ms. Heather Worthington
November 3, 2000
Page Two

We look forward to providing this important planning tool to the City of Falcon Heights.

Sincerely,

Howard R. Green Company

A handwritten signature in black ink that reads "John M. Anderson". The signature is written in a cursive, flowing style.

John M. Anderson, P.E.
Project Manager

JMA:tw

cc: Terry Maurer, HRG

Howard R. Green Company
CONSULTING ENGINEERS

ITEM: Approval of the purchase of a multi-gas detector for the fire department

SUBMITTED BY: Clem Kurhajetz, Chief, Falcon Heights Fire Department

REVIEWED BY: Heather Worthington, City Administrator

EXPLANATION:

Summary: The Council is being asked to approve the purchase of a multi-gas detector and four-inch hose. This equipment will assist the department in determining the type of gas released on scene at fire calls. This will detect combustible fuels (gasoline, kerosene, and diesel) as well as oxygen, carbon monoxide, and hydrogen sulfide.

The cost of this equipment is \$1,625 for the detector, and \$2,345 for the hose. Dollars were allocated in the public safety capital improvement budget for the replacement of the department's old detection equipment.

Last year, the department responded to several calls that required the use of the detector, in particular, one call that involved a major natural gas leak in Lauderdale.

ATTACHMENT:

Low quote from Fire Equipment Specialties

ACTION REQUESTED:

Approve the purchase of a multi-gas detector for the fire department from Fire Equipment Specialties for a total of \$3,970.00

F E S
Fire Equipment Specialties

Falcon Heights Fire Department
2077 - Larpenteur Avenue
Falcon Heights, MN 55113
c/o Chief Kurhajetz

January 30, 2001

Quotation

Angus "HI-VOL" Large Diameter Supply Hose

(5) #011044 / 62040 Angus "**HI-Vol**" Large Diameter Supply Hose
Coupled In 100' Lengths with Lightweight, Aluminum, Corru-
Grip 4" Storz Couplings.
Yellow In Color
450 PSI Acceptance Test Pressure
225 PSI Service Test Pressure
Each Length Stenciled: "**FALCON HEIGHTS FIRE DEPT.**"

\$469.00 ea. / \$2,345.00

Thank you,
Sincerely



Mike Larson
Fire Equipment Specialties
651.730.4636

F E S

Fire Equipment Specialties

Falcon Heights Fire Department
2077 – Larpenteur Avenue
Falcon Heights, MN 55113
c/o Chief Kurhajetz

January 30, 2001

Quotation

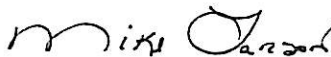
BW Technologies - "Defender" Multi Gas Detectors

(1) #D4-CS-Kit **"Defender" Confined Space Value Kit**
 "Defender" Four Gas - Ready To Use Portable Monitor
 Combustible (%LEL), Oxygen (O2),
 Carbon Monoxide (CO), Hydrogen Sulfide (H2S)
Complete with; 110 VAC Charger, 2 NiCad Batteries, Sensors, Earphone,
 Calibration Cup, and Wrist Strap, Motorized Sampling Pump with
 10 ft. sampling hose, calibration gas (34 litre cylinder), regulator,
 calibration hose, and rugged carrying case

\$1,625.00 ea.

***Warranty: Full 2 year warranty including Toxic and LEL & Oxygen Sensors**

Thank you,
Sincerely



Mike Larson
Fire Equipment Specialties
651.730.4636