

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

AGENDA  
October 22, 2014  
7:00 p.m.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM \_\_\_\_ BROWN THUNDER \_\_\_\_ HARRIS \_\_\_\_  
LONG \_\_\_\_ MERCER-TAYLOR \_\_\_\_  
  
STAFF PRESENT: FISCHER \_\_\_\_
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: October 8, 2014
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
  - 1. General Disbursements through 10/17/2014: \$186,568.06  
Payroll through 10/13/2014: \$14,819.08
  - 2. Approval of City Licenses
  - 3. No Parking Resolution for Garden Avenue
  - 4. Sewer Lining Payment #1
  - 5. Approve Amendment to Bylaws of Fire Department Relief Association
  - 6. Budget Amendment Recycling Fund
  - 7. Statutory Tort Limits Liability Coverage for City in 2015
  - 8. Amendment to the City of Falcon Heights Flexible Benefit Plan
  - 9. Modifications to specifications on construction of new ladder fire truck
  - 10. Approve Separation Agreement
- G. POLICY ITEMS:
  - 1. Underground Music Café Liquor License
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:



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Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

AGENDA  
October 8, 2014  
7:00 p.m.

- A. CALL TO ORDER: 7:04PM
- B. ROLL CALL: LINDSTROM  HARRIS   
LONG  MERCER-TAYLOR   
  
STAFF PRESENT: FISCHER
- C. Appointment of Joseph Brown Thunder to the vacant City Council Seat and Oath of Office Ceremony  
Pam Harris Moved the Appointment, Approved 4-0  
John Green Deer, President of the Ho Chunk Nation provided the oath of office to Joseph Brown Thunder. After the oath, Councilmember Brown Thunder joined the meeting officially.
- D. PRESENTATIONS:  
1. Annual Presentation from Sheriff Matt Bostrom  
Sheriff Bostrom provided his annual presentation to the Council and answered questions.  
2. Presentation by U of M Sustainability Class Students on the Upcoming Sustainability Fair  
Beth Mercer-Taylor introduced the students who announced the Fair to be held the evening of November 20, 2014, at Silverwood Park in St. Anthony and answered questions.
- E. APPROVAL OF MINUTES: September 24, 2014 Approved
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA: Brown Thunder, Approved 5-0  
1. General Disbursements through 9/30/2014: \$103,689.70  
Payroll through 9/29/2014: \$16,414.31  
2. DNR EAB Grant Agreement Extension & Additional Funds Amendment  
3. Appointment of Mike Tester to the Fire Department  
4. Appointment of a Fire Captain  
5. Appointment of Richard Carlson to the Neighborhood Commission
- H. POLICY ITEMS:

I. INFORMATION/ ANNOUNCEMENTS:

Beth Mercer-Taylor: Provided a preview of the Environmental Commission meeting upcoming on Monday, October 13, 2014.

Chuck Long: Provided an update on the upcoming parks commission meeting on Monday, October 13, 2014. He also announced the upcoming Parks Master Plan Open House on October 23, 2014, 6:00 pm-8:00 pm, at City Hall.

Mayor Peter Lindstrom: Announced the Crime Prevention meeting on October 16, 2014, at 7:00 pm at Falcon Heights City Hall.

Bart Fischer: Thanked the State Fair for the donation of a gift to President Green Deer and thanked the Lions and Ken Crea for the Little Free Libraries.

J. COMMUNITY FORUM:

K. ADJOURNMENT: 7:52 pm



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through 10/17/2014: \$186,568.06 Payroll through 10/13/2014: \$14,819.08
<b>Budget Impact</b>	
<b>Attachment(s)</b>	General Disbursements and Payroll
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

PACKET: 01110 OCT 16TH PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0110		CENTURY LINK				
I-201410154984		LANDLINE COMM PARK	60.10			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		LANDLINE COMM PARK		101 4141-85011-000	TELEPHONE - LANDLINE	60.10
		=== VENDOR TOTALS ===	60.10			
01-03169		CHAMPION PLUMBING				
I-201410154982		REFUND MECHANICAL PERMIT FEE	60.00			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		REFUND MECHANICAL PERMIT FEE		101 32220-000	MECHANICAL PERMITS	55.00
		REFUND MECHANICAL PERMIT FEE		101 20801-000	DUE TO OTHER GOVERNMENTS	5.00
		=== VENDOR TOTALS ===	60.00			
01-03181		CITY OF NEW BRIGHTON				
I-SEPT 14		3RD QTR HAZMAT EXPS	279.75			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		3RD QTR HAZMAT EXPS		101 4124-87025-000	HAZMAT EQUIPMENT MAINT	279.75
		=== VENDOR TOTALS ===	279.75			
01-04027		EMERGENCY APPARATUS MAINT				
I-76717		752,TRANSMISSIN LEAK, PINION	887.03			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		752,TRANSMISSIN LEAK, PINION S		101 4124-87029-000	REPAIR OTHER EQUIPMENT	887.03
I-76718		753- LEAK SEAL TRANSMISSION	122.00			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		753- LEAK SEAL TRANSMISSION		101 4124-87029-000	REPAIR OTHER EQUIPMENT	122.00
		=== VENDOR TOTALS ===	1,009.03			
01-05346		HAGEN, CHRISTENSON & MCILWAIN				
I-1494-1		PARKS AUDIT	1,715.08			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		PARKS AUDIT		403 4403-92000-000	PARK DEDICATION IMPROVEM	1,715.08
		=== VENDOR TOTALS ===	1,715.08			

PACKET: 01110 OCT 16TH PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-04570	21		INSITUFORM TECHNOLOGIES USA IN				
I-PAY EST #1			S S LINING PROJECT: PAY EST 1	105,240.05			
10/15/2014	APBNK		DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
			S S LINING PROJECT: PAY EST 1		601 4601-92400-000	GROVE RELINING ST PROJEC	105,240.05
			=== VENDOR TOTALS ===	105,240.05			
01-04570			JOSEPH, KATRINA E.				
I-33			SEPT PROSECUTIONS	2,500.00			
10/16/2014	APBNK		DUE: 10/16/2014 DISC: 10/16/2014		1099: Y		
			SEPT PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
			=== VENDOR TOTALS ===	2,500.00			
01-05490			CITY OF LAUDERDALE				
I-201410154983			LAUDERDALE"S SHARE 5 K	692.72			
10/15/2014	APBNK		DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
			LAUDERDALE"S SHARE 5 K		101 4116-89010-000	SPECIAL EVENTS	692.72
			=== VENDOR TOTALS ===	692.72			
01-05034			LHB PERFORMANCE DRIVEN DESIGN				
I-120205.00-2			REGIONAL INDICATORS	500.00			
10/15/2014	APBNK		DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
			REGIONAL INDICATORS		101 4131-89000-000	MISCELLANEOUS	500.00
			=== VENDOR TOTALS ===	500.00			
01-05440			LOFFLER COMPANIES, INC				
.5963856			OCT COPIER CHARGES	599.49			
10/15/2014	APBNK		DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
			OCT COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	599.49
			=== VENDOR TOTALS ===	599.49			
01-05670			METRO PRODUCTS INC				
I-103126			WELD WIRE & SAWZALL BLADES	145.65			
10/15/2014	APBNK		DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
			WELD WIRE & SAWZALL BLADES		601 4601-70100-000	SUPPLIES	145.65
			=== VENDOR TOTALS ===	145.65			

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-073		MN PUBLIC EMPLOYEES INSURANCE					
I-201410154981		NOV HEALTH INS	8,337.90				
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N			
		NOV HEALTH INS		101 4112-89000-000	MISCELLANEOUS		8,337.90
		=== VENDOR TOTALS ===	8,337.90				
01-05255		NATURAL GREEN					
I-113679		FERTILIZER/WEED CONTROL	243.00				
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N			
		FERTILIZER/WEED CONTROL		101 4141-87120-000	FACILITIES & GROUND MAIN		243.00
		=== VENDOR TOTALS ===	243.00				
01-06030		OLSON,ROLAND					
I-201410164986		FLEX PAYMENTS	172.92				
10/16/2014	APBNK	DUE: 10/16/2014 DISC: 10/16/2014		1099: N			
		FLEX PAYMENTS		101 21712-000	MEDICAL FLEX SAVINGS PAY		152.17
		FLEX PAYMENTS		601 21712-000	MEDICAL FLEX SAVINGS PAY		17.29
		FLEX PAYMENTS		602 21712-000	MEDICAL FLEX SAVINGS PAY		3.46
		=== VENDOR TOTALS ===	172.92				
01-06115		TIMOTHY PITTMAN					
I-201410154980		MILEAGE REIMB	79.52				
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N			
		MILEAGE REIMB		101 4132-86101-000	MILEAGE		43.68
		MILEAGE REIMB		101 4141-86101-000	MILEAGE		35.84
		=== VENDOR TOTALS ===	79.52				
01-00878		US BANCORP					
I-201410164987		ICMA TRAVEL EXPS/REC SPORTS/5	1,709.82				
10/16/2014	APBNK	DUE: 10/16/2014 DISC: 10/16/2014		1099: N			
		MN RECREATION AND PARKS CONF		201 4201-86100-000	CONFERENCES/EDUCATION		415.00
		CITY WIDE GARAGE SALE ADS		101 4116-70420-000	NEWSLETTERS/INFORMATION		75.00
		ICMA CONFERENCE - BART		101 4112-86100-000	CONFERENCES/EDUCATION/AS		1,064.87
		WOMEN IN PUBLIC SVC CONF		101 4112-86100-000	CONFERENCES/EDUCATION/AS		80.00
		COUNCIL BGT WORKSHOP FOOD		101 4111-70100-000	SUPPLIES		16.75
		NEW COUNCIL MEMBER/MAYOR MEETI		101 4111-70100-000	SUPPLIES		58.20
		=== VENDOR TOTALS ===	1,709.82				



10/16/2014 3:42 PM  
 PACKET: 01110 OCT 16TH PAYABLES  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-068		VIKING INDUSTRIAL CENTER				
I-3029899		OXYGEN SENSOR & CALIBRATE UNI	350.00			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		OXYGEN SENSOR & CALIBRATE UNIT		101 4124-87029-000	REPAIR OTHER EQUIPMENT	350.00
		=== VENDOR TOTALS ===	350.00			
01-07898	WSB					
I-02518-020		MET COUNCIL FORECASTS	126.00			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		MET COUNCIL FORECASTS		208 4208-81900-000	OTHER PROFESSIONAL SERVI	126.00
I-02518-030		URBAN FARM PUD AMENDMENT	969.00			
10/15/2014	APBNK	DUE: 10/15/2014 DISC: 10/15/2014		1099: N		
		URBAN FARM PUD AMENDMENT		208 4208-81900-000	OTHER PROFESSIONAL SERVI	969.00
		=== VENDOR TOTALS ===	1,095.00			
01-05870	XCEL ENERGY					
I-201410164985		ELECT	23.55			
10/16/2014	APBNK	DUE: 10/16/2014 DISC: 10/16/2014		1099: N		
		ELECT		101 4141-85020-000	ELECTRIC/GAS	11.95
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.60
		=== VENDOR TOTALS ===	23.55			
		=== PACKET TOTALS ===	124,813.58			

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

01-00284 AWARDS BY HAMMOND

I-M409  
 10/10/2014 APBNK NAME PLATES - CC AND COMMISSI 90.50  
 DUE: 10/10/2014 DISC: 10/10/2014 1099: N  
 NAME PLATES - CC AND COMMISSIO 101 4111-70100-000 SUPPLIES 90.50  
 === VENDOR TOTALS === 90.50

01-00999 BOUNCE ON AIR

I-DALMATION  
 10/10/2014 APBNK FIRE OPEN HOUSE RENTAL 149.00  
 DUE: 10/10/2014 DISC: 10/10/2014 1099: N  
 FIRE OPEN HOUSE RENTAL 101 4116-89010-000 SPECIAL EVENTS 149.00  
 === VENDOR TOTALS === 149.00

01-03001 CAMPBELL KNOTSON

I-201410104972  
 10/10/2014 APBNK SEPT LEGALS 1,218.00  
 DUE: 10/10/2014 DISC: 10/10/2014 1099: Y  
 SEPT LEGALS 101 4114-80200-000 LEGAL FEES 1,218.00  
 === VENDOR TOTALS === 1,218.00

01-03089 CASH

I-201410104977  
 10/10/2014 APBNK POSTAGE/FUEL/ FH OPEN HOUSE 134.22  
 DUE: 10/10/2014 DISC: 10/10/2014 1099: N  
 CERTIPIED MAIL/POSTAGE 101 4112-70500-000 POSTAGE 19.01  
 FUEL 101 4132-74000-000 MOTOR FUEL & LUBRICANTS 75.00  
 FIRE HOUSE OPEN HOUSE EXPS 101 4116-89010-000 SPECIAL EVENTS 40.21  
 === VENDOR TOTALS === 134.22

01-03110 CENTURY LINK

I-201410104974  
 10/10/2014 APBNK LIFT STATION/CURTISS FIELD 116.07  
 DUE: 10/10/2014 DISC: 10/10/2014 1099: N  
 LIFT STATION 601 4601-85011-000 TELEPHONE - LANDLINE 60.22  
 CURTISS FIELD 101 4141-85011-000 TELEPHONE - LANDLINE 55.85  
 === VENDOR TOTALS === 116.07

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-03123			CINTAS CORPORATION #470				
I-470473739	10/10/2014	APBNK	SHOP TOWELS/TP/SUPPLIES DUE: 10/10/2014 DISC: 10/10/2014 SHOP TOWELS/TP/SUPPLIES	92.48	1099: N 101 4131-70110-000	SUPPLIES	92.48
			=== VENDOR TOTALS ===	92.48			
01-06290			CITY OF ROSEVILLE				
I-219275	10/10/2014	APBNK	OCT IT SVCS DUE: 10/10/2014 DISC: 10/10/2014 OCT IT SVCS	1,331.67	1099: N 101 4116-85070-000	TECHNICAL SUPPORT	1,331.67
I-219312	10/10/2014	APBNK	OCT PHONE DUE: 10/10/2014 DISC: 10/10/2014 OCT PHONE	306.00	1099: N 101 4116-85010-000	TELEPHONE	306.00
I-219350	10/10/2014	APBNK	WIRELESS ROUTER DUE: 10/10/2014 DISC: 10/10/2014 WIRELESS ROUTER	377.50	1099: N 401 4401-90100-000	FURNITURE & EQUIPMENT	377.50
			=== VENDOR TOTALS ===	2,015.17			
01-05137			HEALTHPARTNERS MEDICAL GP				
I-900021557	10/10/2014	APBNK	MEDICAL EXAMS FIRE FIGHTER DUE: 10/10/2014 DISC: 10/10/2014 MEDICAL EXAMS FIRE FIGHTER	350.00	1099: N 101 4124-86020-000	TRAINING	350.00
			=== VENDOR TOTALS ===	350.00			
01-05348			JULEE QUARVE-PETERSON, INC				
I-14-074	10/10/2014	APBNK	SAFETY & INSP PLAYGROUND AUDI DUE: 10/10/2014 DISC: 10/10/2014 SAFETY & INSP PLAYGROUND AUDIT	2,500.00	1099: N 403 4403-92000-000	PARK DEDICATION IMPROVEM	2,500.00
			=== VENDOR TOTALS ===	2,500.00			
01-05517			LAKE SUPERIOR COLLEGE				
I-16s	10/10/2014	APBNK	FIRE TNG PUMP OPERATIONS DUE: 10/10/2014 DISC: 10/10/2014 FIRE TNG PUMP OPERATIONS	120.00	1099: N 101 4124-86020-000	TRAINING	120.00
			=== VENDOR TOTALS ===	120.00			

PACKET: 01107 OCT 10 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05968			LEAGUE MN CITIES INSURANCE TRU				
I-201410104973	10/10/2014	APBNK	WORKMANS COMP - COLIN DUE: 10/10/2014 DISC: 10/10/2014 WORKMANS COMP - COLIN	264.46	1099: N 101 4112-88000-000	INSURANCE & BONDS	264.46
			=== VENDOR TOTALS ===	264.46			
01-05665			METROPOLITAN COUNCIL				
I-1038283	10/10/2014	APBNK	NOV S.S. DUE: 10/10/2014 DISC: 10/10/2014 NOV S.S.	36,640.08	1099: N 601 4601-85060-000	METRO SEWER CHARGES	36,640.08
			=== VENDOR TOTALS ===	36,640.08			
01-05693			MIDWEST ASPHALT CORPORATION				
I-128598MB	10/10/2014	APBNK	CONCRETE DUMP CHARGE DUE: 10/10/2014 DISC: 10/10/2014 CONCRETE DUMP CHARGE	14.36	1099: N 419 4419-92005-000	SIDEWALK IMPROVEMENTS	14.36
			=== VENDOR TOTALS ===	14.36			
01-07231			MN FIRE SVC CERT. BOARD				
I-2893	10/10/2014	APBNK	FIRE CERTIFICATION EXAM DUE: 10/10/2014 DISC: 10/10/2014 FIRE CERTIFICATION EXAM	100.00	1099: N 101 4124-86020-000	TRAINING	100.00
			=== VENDOR TOTALS ===	100.00			
01-07263			NEXTEL COMMUNICATIONS, INC				
I-17286921-115	10/10/2014	APBNK	CELL PHONES: FIRE TRUCK DUE: 10/10/2014 DISC: 10/10/2014 CELL PHONES: FIRE TRUCK	64.25	1099: N 101 4124-85015-000	CELL PHONE	64.25
			=== VENDOR TOTALS ===	64.25			
01-06030			OLSON,ROLAND				
I-201410104976	10/10/2014	APBNK	MN GFOA CONF EXP AND MILEAGE DUE: 10/10/2014 DISC: 10/10/2014 MN GFOA CONFERENCE EXPS 3RD QTR MILEAGE	280.78	1099: N 101 4113-86100-000 101 4113-86010-000	CONFERENCES/EDUCATION/AS MILEAGE	222.88 57.90
			=== VENDOR TOTALS ===	280.78			

PACKET: 01107 OCT 10 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-06053			OREILLY AUTO PARTS				
I-201410104978	10/10/2014	APBNK	NEW DRIVE BELTS FOR FURNACE DUE: 10/10/2014 DISC: 10/10/2014 NEW DRIVE BELTS FOR FURNACE	7.25	1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	7.25
			=== VENDOR TOTALS ===	7.25			
01-06185			RAMSEY COUNTY				
I-PRRLG-1254	10/10/2014	APBNK	ADMN SPEC ASSMT FEES DUE: 10/10/2014 DISC: 10/10/2014 ADMN SPEC ASSMT FEES ADMN SPEC ASSMT FEES	200.00	1099: N 311 4311-94900-000 419 4419-94900-000	BOND FEES BOND FEES	134.00 66.00
I-RISK 1684	10/10/2014	APBNK	OCT DENTAL/LIFE/DISABILITY IN DUE: 10/10/2014 DISC: 10/10/2014 OCT DENTAL/LIFE/DISABILITY INS	1,013.48	1099: N 101 4112-89000-000	MISCELLANEOUS	1,013.48
			=== VENDOR TOTALS ===	1,213.48			
01-05296			ST CLOUD TECHNICAL COLLEGE				
I-149226	10/10/2014	APBNK	8 HR FIRE COURSE -GAFFNEY DUE: 10/10/2014 DISC: 10/10/2014 8 HR FIRE COURSE -GAFFNEY	100.00	1099: N 101 4124-86020-000	TRAINING	100.00
			=== VENDOR TOTALS ===	100.00			
01-07282			SURPLUS SERVICES				
I-201410104975	10/10/2014	APBNK	LATERAL FILING CABINENT DUE: 10/10/2014 DISC: 10/10/2014 LATERAL FILING CABINENT	100.00	1099: N 401 4401-90100-000	FURNITURE & EQUIPMENT	100.00
			=== VENDOR TOTALS ===	100.00			
01-05870			XCEL ENERGY				
I-201410104970	10/10/2014	APBNK	ELECT/GAS DUE: 10/10/2014 DISC: 10/10/2014 ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT ELECT	3,550.70	1099: N 101 4141-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 209 4209-85020-000 101 4131-85020-000 101 4141-85020-000	ELECTRIC/GAS STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER STREET LIGHTING POWER ELECTRIC ELECTRIC/GAS	26.38 49.44 49.13 11.60 11.60 60.93 11.60 52.57 52.84 547.55 43.29

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY		( ** CONTINUED ** )				
			GAS		101 4141-85030-000	NATURAL GAS	25.00
			ELECT		101 4141-85020-000	ELECTRIC/GAS	322.03
			GAS		101 4141-85030-000	NATURAL GAS	41.91
			GAS		101 4131-85030-000	NATURAL GAS	85.84
			ELECT		101 4141-85020-000	ELECTRIC/GAS	22.24
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,136.75
			=== VENDOR TOTALS ===	3,550.70			
			=== PACKET TOTALS ===	49,120.80			
			federal withholdings	6201.80			
			state withholdings	1173.50			
			Pera	3033.39			
			Icma	2225.00			
			total:	61,754.48			

EMP #	NAME	AMOUNT
0004	BART J FISCHER	2,502.13
01-1010	MICHELLE C TESSER	1,564.69
01-1014	CHELSEA PETERSEN	1,607.33
01-1017	TIMOTHY J SANDVIK	776.27
01-1040	MICHAEL J POESCHL	1,093.10
01-1136	ROLAND O OLSON	500.00
01-1155	RILEY D HOLMSETH	231.53
01-0085	DANIEL S JOHNSON-POWERS	119.15
01-0086	RICHARD H HINRICHS	425.92
01-0087	MICHAEL A MCKAY	63.65
01-0095	MICHAEL J POESCHL	119.58
01-0105	ANTON M FEHRENBACH	153.65
01-0106	SCOTT A TESCH	107.02
01-0123	BRYAN R SULLIVAN	319.51
01-0124	MICHAEL D KRUSE	121.89
01-0132	ANDREW K TEMME	104.97
01-1030	TIMOTHY J PITTMAN	1,626.31
01-1033	DAVE TRETSVEN	1,485.38
01-1143	COLIN B CALLAHAN	1,073.05

TOTAL PRINTED: 19 13,995.13

10-13-2014 9:01 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 10/13/2014

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0090	ANDERSON, KEVIN	R	10/13/2014	133.75	083307
	GAFFNEY, PATRICK	R	10/13/2014	177.96	083308
	VANN, VINCENT A	R	10/13/2014	43.77	083309
0119	WICK, JEFFREY M	R	10/13/2014	79.87	083310
0126	SMITH, BENJAMIN J	R	10/13/2014	103.63	083311
0130	RABEK, PAUL A	R	10/13/2014	76.20	083312
0131	THOMAS, DAVID M	R	10/13/2014	68.92	083313
2172	ARCAND, MICHAEL W	R	10/13/2014	139.85	083314

10-13-2014 9:01 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 10/13/2014

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	8	823.95
DIRECT DEPOSIT REGULAR CHECKS:	19	13,995.13
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	27	14,819.08

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*



October 2014 Statement 09/10/2014 - 10/09/2014

Page 2 of 3

CITY OF FALCON HEIGHT (CPN 001055690)

Cardmember Service 1-866-485-4545



Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Fast is great. Secure is even better. Introducing Visa Checkout which gives you both. Use Visa Checkout for a secure, simple, and fast way to buy online. Enroll your U.S. Bank Business Edge Card today at usbank.com/visacheckout

Did you know... we actively safeguard your account? You can Count on US to keep your U.S. Bank Business Edge credit card account safe with 24/7 fraud monitoring and automatic alerts.

Transactions FISCHER,BART J Credit Limit \$15000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/10	09/09	0011	MN RECREATION AND PARK 763-571-1305 MN	\$415.00	Park + Rec Fair
09/10	09/09	7324	25live 503-9735250 MN	\$80.00	Training
09/11	09/09	0136	THE STAR TRIBUNE ONLIN 612-6734072 MN	\$42.00	Car. Sale Ad.
09/11	09/09	8121	PIONEER PRESS ADVERTIS 651-2285077 MN	\$33.00	Car. Sale Ad.
09/11	09/10	7963	ROSEVILLE CUB FOODS ROSEVILLE MN	\$16.75	Food/Council Int.
09/15	09/12	7865	USAIRWAYS0372372872596 800-428-4322 AZ FISCHER/BART 09/12/14 EBC TO FEE	\$25.00	IncM/Travel
09/15	09/13	5894	NT FRENCH MEAD20354791 ST PAUL MN	\$2.99	IncM/Meal
09/15	09/14	2485	MERTS HEART & SOUL CHARLOTTE NC	\$16.06	IncM/Meal
09/16	09/14	4794	CVS PHARMACY #4022 Q03 CHARLOTTE NC	\$6.39	IncM/Meal
09/17	09/15	0469	MORTIMER'S VENTURE LLC CHARLOTTE NC	\$15.53	IncM/Meal
09/17	09/16	4215	MATT'S CHICAGO DOG - C CHARLOTTE NC	\$9.19	IncM/Meal
09/18	09/16	7898	USAIRWAYS0372373359641 800-428-4322 AZ FISCHER/BART 09/16/14 EBC TO FEE	\$25.00	IncM/Travel
09/18	09/17	6582	CRVA - CONCESSIONS CHARLOTTE NC	\$5.83	IncM/Meal
09/19	09/17	7650	WESTIN CHARLOTTE CHARLOTTE NC	\$958.88	IncM/Lodging
09/22	09/19	0734	REPUBLIC MINNEAPOLIS MN	\$50.20	Lunch w/ members
09/22	09/19	1451	MINNEAPOLIS PARKING MINNEAPOLIS MN	\$8.00	Parking/Lunch
				\$1,709.82	Major + Council meal





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Bart Fischer, City Administrator

<b>Item</b>	Approval of City Licenses
<b>Description</b>	<p>The following individual has applied for a <u>Mechanical License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Ductworks Heating and Air Conditioning, LLC</li> <li>2. Dave's Heating and Air Conditioning</li> </ol>
<b>Budget Impact</b>	
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the 2014 City License Applications.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	Resolution No. 14-19
<b>Submitted By</b>	Bart Fischer, City Administrator

<b>Item</b>	Adoption of a Resolution limiting parking on Garden Avenue between Pascal Street and Holton Street.
<b>Description</b>	<p>Parents and representatives of the City and Falcon Heights Elementary School have concerns relating to students having a safe route to school along the north side of Garden Avenue between Pascal Street North and Holton Street. These concerns are related to a walking lane on the north side of Garden Avenue. It is the opinion of City and School Representatives that parking should not be allowed on the north side of Garden Avenue between Pascal Street North and Holton Street during the hours of 8:00 am-5:00 pm, Monday through Friday.</p> <p>The City has communicated with the property owner at 1810 Pascal Street North as well as the Falcon Heights United Church of Christ, which are the two affected properties. The property owner at 1810 Pascal Street North is in support of this change. The Falcon Heights United Church of Christ is in support of this change except for the occasional need for funeral parking/staging in this area.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	Resolution No. 14-19
<b>Action(s) Requested</b>	Adopt Resolution No. 14-19 , prohibiting parking on Garden Avenue between Pascal Street North and Holton Street, except for funeral staging and parking by the Falcon Heights United Church of Christ.

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

October 22, 2014

No. 14-19

-----

**RESOLUTION PROHIBITING PARKING ON GARDEN AVENUE BETWEEN PASCAL STREET  
NORTH AND HOLTON STREET**

**WHEREAS**, parents and representatives of the City and Falcon Heights Elementary School have concerns relating to students having a safe route to school along the north side of Garden Avenue between Pascal Street North and Holton Street;

**AND WHEREAS**, these concerns are related to a walking lane on the north side of Garden Avenue;

**AND WHEREAS**, it is the opinion of City and School Representatives that parking should not be allowed on the north side of Garden Avenue between Pascal Street North and Holton Street during the hours of 8:00 am-5:00 pm, Monday through Friday;

**AND WHEREAS**, the City has communicated with the property owner at 1810 Pascal Street North as well as the Falcon Heights United Church of Christ, which are the two affected properties;

**AND WHEREAS**, the property owner at 1810 Pascal Street North is in support of this change;

**AND WHEREAS**, the Falcon Heights United Church of Christ is in support of this change except for the occasional need for funeral parking/staging in this area;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Falcon Heights, that parking is hereby prohibited on the north side of Garden Avenue between Pascal Street North and Holton Street during the hours of 8:00 am-5:00 pm, Monday through Friday, except for funeral staging and parking by the Falcon Heights United Church of Christ.

Adopted by the Falcon Heights City Council this 22<sup>nd</sup> day of October, 2014.

Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom, Mayor  
October 22, 2014

LINDSTROM        \_\_\_\_\_    In Favor  
HARRIS  
LONG                \_\_\_\_\_    Against  
MERCER-TAYLOR  
BROWN THUNDER

Attested by: \_\_\_\_\_  
Bart Fischer  
City Administrator  
October 22, 2014



**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	Payment #1
<b>Submitted By</b>	Kristine Giga, Civil Engineer

<b>Item</b>	Approve Payment #1 to Insituform Technologies USA, LLC, for the 2014 Cured in Place Pipe (CIPP) Sanitary Sewer Lining Project
<b>Description</b>	<p>On April 23, 2014, the City Council awarded the 2014 Cured in Place Pipe (CIPP) Sanitary Sewer Lining Project to Insituform Technologies USA, LLC.</p> <p>Payment #1 is in the amount of \$105,240.05. The project is complete, however, final payment will not be made until post-lining videos are submitted and reviewed, and project close-out documentation is received.</p>
<b>Budget Impact</b>	This project is being funded from the Sanitary Sewer Enterprise Fund.
<b>Attachment</b>	Payment #1
<b>Action(s) Requested</b>	Approve Payment #1 to Insituform Technologies USA, LLC, for the 2014 Cured in Place Pipe (CIPP) Sanitary Sewer Lining Project.

- Engineering Copy
- Finance Copy
- Contractor Copy

CITY OF FALCON HEIGHTS  
 CONTRACT VOUCHER  
 Contract Date: April 23, 2014

**Payment No. : 1**  
**Partial Payment**

**SS-14-05 2014 Sanitary Sewer Lining Project**

**CONTRACTOR:**

Insituform Technologies USA, Inc.    636-530-8000    Phone  
 17988 Edison Avenue                    636-530-8701    Fax  
 Chesterfield, MO 63005

Total of Contract	\$134,037.00
% of Contract Complete	82.6%
Value of Work Completed	\$110,779.00
5% Retainage	\$5,538.95
Previous Payments	\$0.00
<b>Payment Due This Voucher</b>	<b>\$105,240.05</b>

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
**City Administrator**

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
**Civil Engineer**

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
**Contractor's Representative**

**Funding**

Sanitary Sewer Fund	\$	105,240.05
Total	\$	105,240.05

**CITY OF FALCON HEIGHTS**

**PAY ESTIMATE # 1**

**FOR WORK COMPLETED THROUGH 9/30/2014**

**SS-14-05 2014 Sanitary Sewer Lining Project**

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	EST. TOTAL QUANTITY	EST. TOTAL COST	QUANTITY PREVIOUS ESTIMATE	AMOUNT PREVIOUS ESTIMATE	QUANTITY COMPLETED TO DATE	TO DATE TOTAL AMOUNT
Segment 1									
1	8-in Sanitary Sewer, street access	lin ft	\$ 39.00	203	\$ 7,917.00			51	\$1,989.00
2	10-in Sanitary Sewer, street access	lin ft	\$ 35.00	154	\$ 5,390.00				
3	12-in Sanitary Sewer, street access	lin ft	\$ 27.50	4092	\$ 112,530.00			3,780	\$103,950.00
4	Reopen Sanitary Service Connections	ea	\$ 80.00	99	\$ 7,920.00			50	\$4,000.00
5	Remove Protruding Tap	ea	\$ 280.00	1	\$ 280.00			3	\$840.00
	TOTAL PROJECT COST				\$ 134,037.00				\$110,779.00







**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F5
<b>Attachment</b>	Bylaws of Falcon Heights Fire Department Relief Association
<b>Submitted By</b>	Bart Fischer, City Administrator Fire Relief Association Members

<b>Item</b>	Approve Amendment to Bylaws of Fire Department Relief Association
<b>Description</b>	<p>The Fire Relief Association recently approved the following language amendment to their bylaws, Article IX – Benefits.</p> <p>Section 9.10. – It shall be the duty of the Board to approve applications for service pensions if the applicant meets all of the eligibility requirements set forth in these bylaws. It shall also be the duty of the Board not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the Board shall return the application to the applicant within thirty (30) days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished with the opportunity to be heard by the full Board, within the next thirty (30) days, on the question of whether the applicant meets all of the eligibility requirement. If an application is not approved, the applicant may appeal and such appeal shall comply with Article XIV - Procedure for Review. If the application is approved, the service pension shall be paid as a service pension to such applicant. <b>The association will pay the member out of the special fund a service pension equal to the value of the member’s individual account as determined by the next end of month accounting statement after the board has received and approved the member’s application for payout.</b></p> <p>In addition to the Relief Association approving these changes, the City Council also must approve them. The Relief Association wanted to make the bylaws more clear in regard to the timing of members’ payouts.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	Bylaws of Falcon Heights Fire Department Relief Association
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the amendment to the Fire Department Relief Association bylaws.



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



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

Date of Restatement: September 06, 2014~~October 19, 2013~~

## Revision Record

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

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

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## **Article I – Name, Location and Purpose**

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

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

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

## Article II – Definitions and Active Services Provisions

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

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

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

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

**Comment [C1]:** Amended to use terminology in 424A.05, Subd. 3

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

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

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

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

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

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

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

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

**Comment [C2]:** Amended to use language in 424A.04, Subd. 2a.3



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

Section 2.7. – Blank - Removed

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

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

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

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

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

Section 2.13. – Accounting date. December 31.

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

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

Section 2.16. – Valuation. A determination made by an investment manager, C.P.A., actuary or other professional as designated by the board. A valuation shall include a calculation that determines the fair market value of the total assets. The fair market value shall be determined based on the value at which the investments could be sold on an open market. The board of trustees will determine the market value of any assets for which there is no readily determinable market value, upon consultation with the same designated professional. Where appropriate, the board of trustees shall have the discretion to use an independent appraiser to value the investments. The determination as to fair market value of investments shall not include selling those investments merely to determine their saleable value, and any transaction that shall result in churning of the account or other fraudulent activity, in order to conduct the valuation is

prohibited. The professional shall not sell assets during the valuation process unless specifically directed to do so by the board. This definition also applies to the process of revaluing members' accounts and any other appropriate sections of these bylaws or activities of the board where assets or members' accounts are "valued".

## **Article III – Membership**

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

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

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

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

## **Article IV – Meetings and Elections of Officers**

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

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

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

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

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

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

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

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

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

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

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

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

## **Article V – Officers**

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

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

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

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

## **Article VI – Board of Trustees**

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

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

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

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



## Article VII – Investments

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

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

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

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

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

**Comment [C3]:** Amended to reflect 2009 amendment to §424A.04, Subd. 3

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



## Article VIII – Funds

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

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

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

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

**Comment [C4]:** Added in response to state auditor comment, and to conform to 424A.05, Subd. 3

**Comment [C5]:** Added to reflect 2009 amendment to 424A.05, Subd. 3

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

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

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

## **Article IX – Benefits**

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

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

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

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

Section 9.5. – Allocation of Contributions.

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

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

**Section 9.6. – Individual Member's Accounts.**

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

**Section 9.7. – Periodic Adjustment of Accounts and Forfeitures**

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

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

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

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

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

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

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

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

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

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

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



## **Article X – Timing and Modes of Distribution**

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

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

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

## **Article XI – Ancillary Benefits**

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

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

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

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

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

## Article XII – Early Vesting Provision

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

### Completed Years of Service    Nonforfeitable Percentage of Pension Amount

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

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

## **Article XIII – Deferred Pension Status**

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

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

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

## **Article XIV – Procedure for Review**

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

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

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

## **Article XV – Limits on Benefits**

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

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

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

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

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

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

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



## **Article XVI – Amendments**

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

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

## **Article XVII – Military Service**

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

Section 17.2. – Limitations.

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



**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F6
<b>Attachment</b>	NA
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Budget amendment for Recycle Fund (206).
<b>Description</b>	<p>Recycle Fund (206): The city was able to obtain a Public Entity Innovation Grant (Bulky Waste Collection and Recycling Project Phase 2) covering years 2014 and 2015. The city council previously approved getting this grant. For 2014 staff recommends increasing the existing bulky waste revenue budget line item to be \$15,000 and establishing a separate bulky waste study budget expenditure line item for \$15,000.</p> <p>Rev: 206-000-33611 for \$15,000                      Exp: 206-4206-82035 for \$15,000</p>
<b>Budget Impact</b>	Establish and amend budget line item amounts as listed above.
<b>Attachment(s)</b>	NA
<b>Action(s) Requested</b>	Staff recommends establishing and amending the budget line items as recommended above. These are basic bookkeeping entries to improve the financial statements for end of year.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F7
<b>Attachment</b>	NA
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Statutory Tort Limits Liability Coverage for City in 2015
<b>Description</b>	<p>Effective January 1, 2015, the statutory tort limits for the City of Falcon Heights under our insurance policy with the League of Minnesota Cities Insurance Trust will continue to be \$1,500,000. An individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which statutory tort limits apply would be limited to \$1,500,000.</p> <p>The League of Minnesota Cities Insurance Trust is requesting that cities determine if they wish to waive the statutory tort limits for 2015. Under certain circumstances the LMCIT, which represents the city in these claims, may negotiate above the legal liability limit if necessary because some claims like employment are exempt from the cap. The general council from the LMCIT states that cities make different choices depending upon their circumstances. However, they perceived that maintaining the limit was prudent in many cases. The city has had no claims for settlements for several years. Since 2000, the city council has voted <u>not to waive</u> the statutory tort limits.</p>
<b>Budget Impact</b>	NA
<b>Attachment(s)</b>	NA
<b>Action(s) Requested</b>	Staff recommends that the city council approve a motion <u>not to waive</u> the city's statutory tort limits for 2015.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F8
<b>Attachment</b>	Correspondence from Benefits Extras Inc
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Amendment to the City of Falcon Heights Flexible Benefit Plan.
<b>Description</b>	The City of Falcon Heights established a flexible benefits plan for its employees effective January 1, 2008. We have received notification from our Flexible Benefits Plan administrator that we need to complete an amendment to our plans to be in compliance with the September 18, 2014 IRS ruling. Please see attached correspondence from Chris Erickson of Benefits Extras. Also included is the amendment needed to be approved.
<b>Budget Impact</b>	NA
<b>Attachment(s)</b>	Flexible benefits information
<b>Action(s) Requested</b>	Staff recommends approval of the Amendment to the City of Falcon Heights Flexible Benefit Plan effective November 1, 2014.

## Roland Olson

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**From:** Chris Erickson <Chris@benefitextras.com>  
**Sent:** Thursday, October 16, 2014 8:37 AM  
**To:** Flex  
**Subject:** IRS Expands Mid-Year Election Change Rules for Cafeteria Plans  
**Attachments:** 2014 New Election Change Events - Plan Amendment.doc; 2014 Summary of Material Modification (Non-ERISA).docx

TO: Cafeteria/Flexible Benefit Plan Clients

FROM: Chris Erickson  
Benefit Extras, Inc.

RE: IRS Expands Mid-Year Election Change Rules for Cafeteria Plans

DATE: October 16, 2014

As you are already aware, health insurance coverage elections made under a cafeteria plan may not be revoked or changed during a plan year unless there is a change in status or other special enrollment event that permits a mid-year election change under the cafeteria plan rules.

Effective September 18, 2014, the IRS expanded the mid-year election change rules for Section 125 cafeteria plans to allow employees to drop employer sponsored group health plan coverage during the cafeteria plan year when buying Qualified Health Plan coverage on a Health Insurance Marketplace Exchange ("Marketplace") established under the Affordable Care Act ("ACA") and certain other health coverage. In [Notice 2014-55](#), the Internal Revenue Service (IRS) announced **two new situations** in which employees may change their health plan elections midyear under their employer's cafeteria plan. In the first, an employee's hours are reduced below 30 hours per week, without a corresponding loss of eligibility for the employer's group health plan. In the second, an employee decides to enroll in coverage through a Health Insurance Marketplace (Exchange).

### **Reduction in Hours**

Previously, an employee could not revoke the group health plan insurance election made under the cafeteria plan if the employee's hours were reduced but the employee remained eligible for coverage under the employer's health plan. Now an employee may drop the employer group health coverage under the cafeteria plan - even if the employee remains eligible for the employer sponsored coverage - if:

- the employee was a full-time employee working, or who was reasonably anticipated to work, 30 hours or more per week;
- the employee's hours are reduced below 30 hours per week, or the employee will reasonably be expected to work less than 30 hours per week going forward; and



- the employee intends to enroll in another health plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the first month that includes the date employer coverage was revoked.

This election change does not require purchase of coverage from the Marketplace.

### **Health Insurance Marketplace (Exchange) Coverage**

The other added event addresses an employee's ability to revoke a cafeteria plan election for the purpose of enrolling in a Qualified Health Plan through a Marketplace. Such a mid-year change may be desired, for example, where an employee is in a non-calendar year cafeteria plan and wants to switch to Marketplace coverage without a break in coverage. An employee is now allowed to make an election change during the cafeteria plan year and to enroll in a Qualified Health Plan through the Marketplace if:

- the employee is eligible for a Special Enrollment Period, under the Marketplace rules, or seeks to enroll during a Marketplace open enrollment period; and
- the employee intends to purchase a Qualified Health Plan through a Marketplace with coverage effective no later than the day after the day the revocation of the employer sponsored health coverage is effective (i.e. there is no break in coverage).

The employer may rely on an employee's reasonable representation about the intended enrollment.

### **Implementing the Change**

To allow the new permitted election changes, your cafeteria plan must be amended. The amendment must be adopted on or before the last day of the plan year in which the election changes are allowed, and may be effective retroactively to the first day of that plan year, provided that the cafeteria plan operates in accordance with the guidance and you inform your participants of the change. For a plan year that begins in 2014, the cafeteria plan may be amended to adopt the permitted elections changes at any time on or before the last day of the plan year that begins in 2015. In no event may an election to revoke coverage on a retroactive basis be allowed. The amendment must be dated prior to allowing the new election changes.

The following materials are being provided for you to use in amending your cafeteria plan:

- **Amendment to Flexible Benefit Plan** – complete the highlighted sections of the amendment and retain on file along with your Master Plan Document. Once completed and signed, please provide a copy to Benefit Extras via mail, fax or email (see contact information below).
- **Summary of Material Modification (SMM)** – complete the highlighted sections of the one-page Summary of Material Modification (SMM) and furnish a copy to all current participants as a supplement to the Summary Description (SD) previously provided to them.

In some cases, when the underlying coverage may be dropped or added will be dictated by the insurance carrier, so it is important that employers verify with their insurer or stop loss carrier when the underlying coverage will allow employees to make a mid-year election change to enroll or drop coverage under these circumstances. Please note this amendment is only for the group medical

coverage offered through your cafeteria plan and does not apply to any other qualified benefits, such as health flexible spending accounts.

While our standard plan amendment fee is \$250, Benefit Extras has absorbed all of the legal costs to prepare the amendment and is providing to our clients at no cost. If you have any questions regarding this email or the information contained herein, please do not hesitate to contact our office at:

Benefit Extras, Inc.  
P.O. Box 1815  
Burnsville, MN 55337  
Phone 952-435-6858 (toll-free phone 1-866-435-6858)  
Fax 952-435-8435 (toll-free fax 1-800-886-8793)  
[www.benefitextras.com](http://www.benefitextras.com)  
[flex@benefitextras.com](mailto:flex@benefitextras.com)

While the information we have provided is intended to be accurate, it is NOT intended to provide legal or tax advice. Benefit Extras recommends you consult with your own legal and tax advisors to assure compliance with applicable laws.

**AMENDMENT TO  
City of Falcon Heights  
Flexible Benefit Plan (the "Flexible Benefits Plan" or the "Plan")**

BY THIS AGREEMENT, the City of Falcon Heights Flexible Benefit Plan (herein referred to as the "Plan") is hereby amended as follows:

- 1. AUTHORITY AND SCOPE.** This amendment is being made pursuant to the plan sponsor's general authority to amend the Plan and pursuant to the guidance provided in IRS Notice 2014-55. This amendment shall be interpreted in a manner consistent with IRS Notice 2014-55. This amendment does not amend the group medical coverage sponsored by the plan sponsor.
- 2. EFFECTIVE DATE.** This amendment to the Plan shall be effective November 1, 2014.
- 3. ELECTION CHANGES.** The Plan is hereby amended to allow the following election change(s) with respect to salary reduction contributions used to purchase group medical coverage:
  - a. A participant who has made an election to pay for group medical coverage may revoke that payment election if the following conditions are satisfied:
    - (1) The participant has been in an employment status under which the participant was reasonably expected to average at least thirty (30) hours of service per week;
    - (2) The participant has experienced a change in employment status such that the participant will reasonably be expected to average less than thirty (30) hours of service per week after the change but nevertheless will remain eligible for group medical coverage;
    - (3) The participant cancels group medical coverage in accordance with the requirements of that plan; and
    - (4) The participant represents that the participant, and any related individuals who were also enrolled in the group medical coverage, have enrolled or intend to enroll in other medical coverage that provides minimum essential coverage and that will be effective no later than the first day of the second month following the month in which coverage under the plan sponsor's group medical coverage ends.
  - b. A participant who has made an election to pay for group medical coverage may revoke that payment election if the following conditions are satisfied:
    - (1) The participant either (i) is eligible to enroll in a qualified health plan through the Marketplace (i.e., a public exchange) via a special enrollment period (as provided in any guidance issued by the Department of Health and Human Services or any other applicable guidance), or (ii) seeks to enroll in a qualified health plan through the Marketplace during the Marketplace's annual open enrollment period;
    - (2) The participant cancels group medical coverage in accordance with the requirements of that plan; and
    - (3) The participant represents that the participant, and any related individuals who were also enrolled in the group medical coverage, have enrolled or intend to enroll in a qualified health plan through the Marketplace and such coverage will be effective no later than the day immediately following the last day for which the plan sponsor's group medical coverage was effective (i.e., there is no break in coverage).

Unless otherwise specifically modified above, the Plan's rules regarding election changes, including the rule regarding the prospective effective date of an election change, shall remain in full force and effect.

4. **SUPERSEDING EFFECT.** The provisions contained herein shall apply notwithstanding any language in the Plan to the contrary.

IN WITNESS WHEREOF, this Amendment has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Falcon Heights

By \_\_\_\_\_

**City of Falcon Heights**  
**Flexible Benefit Plan (the "Flexible Benefits Plan" or the "Plan")**  
**November 1, 2014**

(1) **General.** This is a Summary of Material Modification regarding the City of Falcon Heights's Flexible Benefit Plan ("the Plan"). This Summary of Material Modification supplements the Summary Description ("SD") previously provided to you. You should retain this document with your copy of the Summary.

(2) **Plan Sponsor Information.** The legal name, address, and Federal employer identification number of the employer sponsoring the Plan (the "Employer") are:

City of Falcon Heights                      EIN: 41-6007644  
2077 W Larpenteur Ave  
Falcon Heights, MN 55113

(3) **Summary of Modifications.** Effective as of November 1, 2014, the Plan has been amended to allow participants to change their elections to make salary reduction contributions to purchase group medical coverage in the following situations:

(a) If you have made an election to pay for group medical coverage through the Plan, you may revoke that payment election if the following conditions are satisfied:

- (i) You have been in an employment status under which you were reasonably expected to average at least thirty (30) hours of service per week;
- (ii) You have experienced a change in employment status such that after that change you will reasonably be expected to average less than thirty (30) hours of service per week (but you nevertheless will remain eligible for group medical coverage);
- (iii) You cancel your group medical coverage in accordance with the requirements of that plan; and
- (iv) You represent to the Employer that you, and any related individuals who were also enrolled in the group medical coverage, have enrolled or intend to enroll in other medical coverage that provides minimum essential coverage and that other coverage will be effective no later than the first day of the second month following the month in which your group medical coverage under the Employer's plan ends.

(b) If you have made an election to pay for group medical coverage through the Plan, you may revoke that payment election if the following conditions are satisfied:

- (i) You are eligible to enroll in a qualified health plan through the Marketplace (i.e., a public exchange) via a special enrollment period (in accordance with the Marketplace's enrollment rules) **OR** you seek to enroll in a qualified health plan through the Marketplace during the Marketplace's annual open enrollment period;
- (ii) You cancel your group medical coverage in accordance with the requirements of that plan; and
- (iii) You represent to the Employer that you, and any related individuals who were also enrolled in the group medical coverage, have enrolled or intend to enroll in a qualified health plan through the Marketplace and your Marketplace coverage will be effective no later than the day immediately following the last day for which the Employer's group medical coverage was effective (i.e., you will not have a break in coverage).

Unless they conflict with the provisions described above, the Plan's general rules regarding election changes as described in the Summary, including the rule regarding the prospective effective date of an election change, shall remain in full force and effect. Furthermore, the Employer will administer these new election change rules in accordance with all applicable guidance issued by the Internal Revenue Service.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F9
<b>Attachment</b>	NA
<b>Submitted By</b>	Bart Fischer, City Administrator

<b>Item</b>	Modifications to specifications on construction of new ladder fire truck
<b>Description</b>	The city has purchased a new ladder fire truck constructed specifically for the City. During the construction process authorized fire department personnel paid several visits to the manufacturer and determined that some modifications to the original specifications for the fire truck needed to be made to improve operational efficiencies and safety. These modifications increased the cost by \$16,949.77. The original contract cost was \$767,593 with savings of \$29,658 from a prepayment discount. Staff recommends approval of the additional \$16,949.77 to be paid by wire transfer at the request of the manufacturer.
<b>Budget Impact</b>	
<b>Attachment(s)</b>	
<b>Action(s) Requested</b>	Staff recommends approval of modification costs and payment by wire transfer.







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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Consent F10
<b>Attachment</b>	Separation Agreement
<b>Submitted By</b>	Bart Fischer, City Administrator

<b>Item</b>	Approval of a Resignation/Separation Agreement
<b>Description</b>	The Assistant to the City Administrator has submitted the signature page of the attached Resignation/Separation Agreement. A fully signed copy of the agreement will be presented at the Council meeting.
<b>Budget Impact</b>	
<b>Attachment(s)</b>	Separation Agreement
<b>Action(s) Requested</b>	Staff recommends the City Council approve the attached Resignation/Separation Agreement and authorize the Mayor and City Administrator to sign said agreement.

## SEPARATION AGREEMENT AND RELEASE OF CLAIMS

**THIS SEPARATION AGREEMENT AND RELEASE OF CLAIMS** ("Agreement") is entered into by and between **Michelle Tesser** ("Employee") and the **City of Falcon Heights** ("City"). Employee and the City are collectively referred to as "the parties".

**WHEREAS**, the parties are entering into this Agreement because Employee and the City mutually desire to conclude their employment relationship in an amicable manner and to ensure that no potential claims or conflicts arise.

**NOW THEREFORE, IN CONSIDERATION OF** the mutual promises contained in this Agreement, the relinquishment of certain legal rights, and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Effective Date.** This agreement is effective immediately after it has been signed by both parties.
2. **Irrevocable Resignation.** Employee hereby resigns from all employment with the City effective October 22, 2014. Employee's resignation is voluntary and can be rescinded at any time before October 22, 2014. After that date, Employee's resignation will be irrevocable.
3. **Severance.** Within twenty (20) calendar days after October 22, 2014, the City will pay Employee the equivalent of six (6) weeks of salary at her current rate of compensation, less applicable withholding for federal and state taxes but not PERA.
4. **Unused Leave.** Within twenty (20) calendar days after October 22, 2014, the City will pay Employee \$ 1,602.49 for all accrued and unused leave at her current rate of compensation, less applicable withholding for federal and state taxes but not PERA.
5. **Insurance.** Through December 3, 2014, the City will continue to make the same monthly premium contribution toward life insurance, dental insurance and group health insurance, for Employee and her dependents that the City made for the month of September, 2014. Employee must pay the remaining portion of the monthly premium by check no later than the fifth day of each month. After December 3, 2014, Employee's group health insurance benefits will lapse subject to any applicable rights under COBRA and state law.
6. **No Further Claim to Compensation.** This Agreement fully and completely satisfies any and all obligations between Employee and the City that arise out of or relate to her employment and resignation. Employee has no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in this Agreement.

7. **Release of Claims by City.** In consideration of the terms and benefits described in this Agreement, and as an inducement for Employee to enter into this Agreement, the City hereby fully and completely releases, acquits, and forever discharges Employee and her attorneys, agents, representatives, insurers, heirs, executors, assigns, and other affiliates from any and all liability for any and all damages, actions, or claims, regardless of whether they are known or unknown, direct or indirect, asserted or unasserted, that arise out of or relate to any action, decision, event, fact or circumstance occurring before the City signs this Agreement. The City Council understands and agrees that by signing this Agreement it is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind against Employee that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, and any federal or state statute, regulation, rule, or common law.
8. **Release of Claims by Employee.** In consideration of the terms and benefits described in this Agreement, and as an inducement for the City to enter into this Agreement, Employee hereby fully and completely releases, acquits, and forever discharges the City, its current and former Council members, its current and former officers, its current and former employees, and its current and former agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims, regardless of whether they are known or unknown, direct or indirect, asserted or unasserted, that arise out of or relate to any action, decision, event, fact, or circumstance occurring before Employee signs this Agreement. Employee understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, and any federal or state statute, regulation, rule, or common law.
9. **Claims Not Waived.** By signing this Agreement, neither the City nor Employee is releasing or waiving any rights or claims that are based solely on events that occur after this Agreement is signed, or any right to institute legal action for the purpose of enforcing this Agreement. Additionally, Employee does not waive the following: (a) any right to apply for unemployment compensation benefits; (b) any claims arising under the Workers' Compensation Act; or (c) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although Employee agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.
10. **Acceptance Period.** Employee has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Employee is advised to seek the advice of legal counsel regarding this Agreement. If Employee signs this Agreement before twenty-one (21) calendar days have elapsed from the date on which she first received a copy of the Agreement to review, she will be voluntarily waiving her right to the twenty-one (21) day review period.

11. **Revocation Under the ADEA.** Employee recognizes that by signing this Agreement she is waiving and releasing any employment discrimination, retaliation, or other claims that she might have under the Age Discrimination in Employment Act ("ADEA"). After Employee signs this Agreement, she will have seven (7) calendar days to revoke her waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to the City Administrator, either personally or by United States mail within the seven-day period. If delivered by mail, the revocation must be postmarked within the seven-day period, properly addressed to the City Administrator and sent by certified mail, return receipt requested.
12. **Rescission Under the MHRA.** Employee recognizes that by signing this Agreement she is waiving and releasing any employment discrimination and retaliation claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA (Minnesota Statutes §363A.31), Employee has the right to rescind her release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to the City Administrator, either personally or by United States mail within the fifteen-day period. If delivered by mail, the rescission must be postmarked within the fifteen-day period, properly addressed to the City Administrator and sent by certified mail, return receipt requested.
13. **Effect of Rescission of Release of Claims.** If Employee revokes or rescinds any part of the Release of All Claims in this Agreement, paragraphs 3, 4, and 5 of this Agreement will automatically be rescinded without further action by either party.
14. **Return of Property.** Employee agrees to immediately return to the City any City property that is in her possession. The City will provide Employee with a reasonable opportunity to remove her personal effects from her office in a manner that is not embarrassing and at a time when other City staff are not present.
15. **No Reliance.** Employee agrees and represents that she has not received or relied upon any advice or representations by the City or the City's counsel in entering into this Agreement. The parties acknowledge that, that they have thoroughly read and understand the terms of this Agreement, and that they are voluntarily entering into this Agreement.
16. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.
17. **Non Disparagement.** Employee agrees not to make any disparaging or negative remarks either orally or in writing about the City, the City Council or current or former City employees.

18. **No Admission of Wrongdoing.** Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or Employee. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by Employee and her representatives.
  
19. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota regardless of Employee's domicile or status as a resident of Minnesota or any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
  
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to Employee's employment and separation from employment with the City. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties. A copy of this Agreement will have the same legal effect as the original.

**IN WITNESS WHEREOF**, the parties have approved and executed this Agreement on the dates shown by their signatures.

Date: \_\_\_\_\_

\_\_\_\_\_  
**MICHELLE TESSER**

**CITY OF FALCON HEIGHTS**

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
 Peter Lindstrom, Its Mayor

BY: \_\_\_\_\_  
 Bart Fischer, Its City Administrator





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	October 22, 2014
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	City Code Sec. 6-24
<b>Submitted By</b>	Bart Fischer, City Administrator

<b>Item</b>	Addition of a 3.2 On-Sale License to the Existing Wine On-Sale License for Chateau Fromage Enterprise, LLC dba The Underground Music Café
<b>Description</b>	<p>On February 12, 2014 Council granted an on-sale wine license for The Underground Music Café. Café owners are now requesting to be able to offer beer to their customers in addition to wine.</p> <p>The addition of a 3.2 on-sale license would allow the café to sell on-sale 3.2%ABV malt beverages. In addition, if at least 60% of gross sales are attributable to food the café may also sell intoxicating malt liquor at on-sale without an additional license. If alcohol sales exceed 40% of gross sales the strong beer endorsement may be revoked.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	City Code Sec. 6-24
<b>Action(s) Requested</b>	Staff recommends that the City Council approve the 3.2 on-sale license for Chateau Fromage Enterprise, LLC dba The Underground Music Café with the condition that The Underground Music Café submit quarterly sales statements to staff to ensure that alcohol sales do not exceed 40% of gross sales. Failure to meet this condition may lead to the revocation of the said liquor license.

**Sec. 6-24. - On-sale licenses.**

- (a) *Intoxicating liquor.* On-sale licenses shall be granted only to restaurants and establishments where meals are regularly served at tables to the general public, and have a seating capacity for not less than 30 () guests at one time; and where the sale of beverages is incidental to the principal business that is the sale of food. For restaurants, the term "incidental sale of alcoholic beverages" means that the sale of intoxicating liquor and 3.2 percent malt liquor during any given three-month period shall not account for more than 45 percent of the gross receipts and that the sale of food during any given three-month period shall account for at least 55 percent of the gross receipts. In the event a restaurant includes a bar or lounge or some similar area in which the principal activity is the sale and consumption of alcoholic beverages, such bar or lounge area shall not contain more than 30 percent of the total seating capacity of the restaurant. The number of on-sale licenses shall be limited to two.
- (b) *Sunday.* Sunday "on-sale" licenses shall be issued pursuant to Minn. Stats. § 340A.504, subd. 3.
- (c) *Wine.* On-sale wine licenses shall be issued for consumption of wine on the premises. The number of wine licenses shall be limited to three.
- (d) *Sale of 3.2 percent malt liquor to certain establishments.* Licenses shall be granted only to clubs, restaurants and establishments used exclusively for the sale of 3.2 percent malt liquor for consumption on the premises. The number of 3.2 percent malt liquor licenses shall be limited to four.
- (e) *Wine and 3.2 percent malt liquor.* Persons who hold both an on-sale wine license and an on-sale 3.2 percent malt liquor license and whose gross receipts are at least 60 percent attributable to the sale of food, are authorized to sell intoxicating malt liquor at on-sale without an additional license.

(Code 1993, § 6-2.01)

**State law reference**— On-sale intoxicating liquor licenses, Minn. Stats. § 340A.404; 3.2 percent malt liquor licenses, Minn. Stats. § 340A.403.