

City of South St. Paul

COUNCIL AGENDA

ORGANIZATIONAL MEETING

Tuesday, January 3, 2017

7:15 p.m.

(If you use the hearing assistance PA system, please remove your hearing aid so it does not cause a feedback problem.)

1. POSTING OF COLORS: V.F.W. Gallagher Hansen Post No. 295

2. PLEDGE OF ALLEGIANCE: Everyone

3. PERFORMANCE: Choir – SSP Secondary – Varsity Singers

4. WELCOME/CALL TO ORDER: Mayor James P Francis

5. INVOCATION: Chaplain Tom Jestus

6. OATH OF OFFICE:

Mayor James P Francis by Juliette Francis

Councilmember William Flatley by Christy Wilcox

Councilmember Lori Hansen by Sharon Freiling

Councilmember Joe Forester by Christy Wilcox

7. AGENDA:

8. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered to be routine matters by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member, staff member or citizen so requests, in which event the item will be removed from the consent agenda and separately considered at the end of the Consent Agenda.

A. Accounts Payable

B. Designation of Depositories

C. Setting the Meal and Mileage Reimbursement Rates

D. Revised 2017 Fee Schedule-correction to other water/sewer related fees

E. Airport T-Hangar Lease

F. Accept Letter of Resignation from Public Works Utility Worker

G. City Council Meeting Minutes of December 19, 2016

H. Lawful Gambling Exemption – Church of St. John Vianney

I. Approving Land Lease at Fleming Field with Horsager Associates Inc.

J. Approving Land Lease at Fleming Field with The Hangar Group

K. 2016 Alley Catch Basins Project Final Compensating Change Order No. 1

- L. Fill Permit Renewal – SSP Rod & Gun Club
- M. Fill Permit Renewal – 587 Verderosa
- N. Fill Permit Renewal- Frattalone’s Dawnway, LLLP

9. GENERAL BUSINESS

- A. Appointment of Acting Mayor

10. MAYOR AND COUNCIL COMMUNICATIONS

11. ADJOURNMENT

Respectfully Submitted,
Stephen P. King, City Administrator



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Finance

ADMINISTRATOR: _____

8-A

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2017-003 approving accounts payable.

OVERVIEW:

The City Council approves all payments of claims. Approval of audited claims is required before issuance of payment.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2017-003

RESOLUTION APPROVING ACCOUNTS PAYABLE

WHEREAS, the City Council is required to approve payment of claims;

NOW, THEREFORE, BE IT RESOLVED that the audited claims listed in the check register attachment are hereby approved for payment:

Check and wires:	
125147-125247	\$ 1,079,366.21
2016403-2016422, 2017000-2017003	<u>\$ 163,146.28</u>
Total	\$ 1,242,512.49

Adopted this 3rd day of January, 2017.

Christy Wilcox, City Clerk

CITY OF SOUTH ST PAUL
Council Check Register by GL
Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
125155	12/23/2016		6676 BDS LAUNDRY MANAGEMENT CO						Continued...	
125156	12/23/2016		1125 BONUS BUILDING CARE IN MINNEAPOLIS							
		725.00	CLEANING SERVICE DEC 2016		45012	612018002-29	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		725.00								
125157	12/23/2016		1129 BOYER FORD TRUCKS INC							
		355.44	VALVE FOR TRUCK #337		45013	1108134X1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,125.42	ECU-FRONT FOR TRUCK #337		45014	1108355	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		300.12	RETURN FUEL KIT		45015	1062785	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,180.74								
125158	12/23/2016		6736 BRAUN INTERTEC CORPORATION							
		1,239.50	TESTING FLOOR FOR ASBESTOS		45035	B080067	50678.6560	229051	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		1,239.50								
125159	12/23/2016		3615 CAMPBELL KNUTSON, P.A.							
		18,774.10	PROSECUTION FEES		45016	3168G 11/30/16	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		18,774.10								
125160	12/23/2016		1193 CITY OF WEST ST. PAUL							
		2,962.92	YOUTH TRIPS		45093	00162014	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS
		2,962.92								
125161	12/23/2016		2884 COMCAST							
		101.90	FOR WATER COMPUTER		45017	877210595017166 6 12/2/16	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		101.90								
125162	12/23/2016		1203 COMMERCIAL ASPHALT CO							
		226.60	17TH AVE N & CONGRESS		45018	161130	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		226.60								
125163	12/23/2016		1219 CRAWFORD DOOR SALES COMPANY							
		90.00	GARAGE DOOR RECEIVER & OPENER		45019	24561	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		90.00								
125164	12/23/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		1,143.17	SEPTEMBER RADIO FEES		45020	00022693	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		1,143.17	OCTOBER RADIO FEES		45021	00023129	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		1,143.17	NOVEMBER RADIO FEES		45022	00023290	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
125164	12/23/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES						Continued...	
		3,429.51								
125165	12/23/2016		6575 DAKOTA COUNTY M.A.A.G.							
		558.75	SWAT WEEK CHARGES		45023	12/12/2016	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		558.75								
125166	12/23/2016		1250 DAKOTA COUNTY PROPERTY RECORDS							
		46.00	3160128 ABSTRACT FEE		45034	12/2/2016S	10410.6430		MISCELLANEOUS	PLANNING & ZONING
		46.00	3161405 ABSTRACT FEE		45034	12/2/2016S	10101.2205	100041	DEPOSITS	GENERAL FUND
		46.00	3161406 ABSTRACT FEE		45034	12/2/2016S	10101.2205	100041	DEPOSITS	GENERAL FUND
		46.00	3161407 ABSTRACT FEE		45034	12/2/2016S	10101.2205	100041	DEPOSITS	GENERAL FUND
		46.00	770177 TORRENS FEE		45034	12/2/2016S	10101.2205	100051	DEPOSITS	GENERAL FUND
		46.00	770347 TORRENS FEE		45034	12/2/2016S	10101.2205	100064	DEPOSITS	GENERAL FUND
		46.00	770350 TORRENS FEE		45034	12/2/2016S	10101.2205	100041	DEPOSITS	GENERAL FUND
		322.00								
125167	12/23/2016		4905 DAKOTA COUNTY SHERIFF'S OFFICE							
		5,148.00	2016 EMERGENCY SERVICES MGMT		45024	5001-2016EOP-3	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		5,148.00								
125168	12/23/2016		1258 DAKOTA COUNTY TREASURER-AUDITOR							
		400.00	COMPOST LICENSE		45025	1465	10170.6379		CONT SERV/REFUSE & SANITATION	RECYCLING PROGRAM
		692.42	COMPOST LICENSE		45025	1465	10170.6440		RECYCLING EDUCATION	RECYCLING PROGRAM
		1,092.42								
125169	12/23/2016		6407 DARTS							
		3,851.25	PERSONAL AIDES NOV 2016		45137	SSPAIDE-11/16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		1,374.75-	FEES EARNED NOV 2016		45137	SSPAIDE-11/16	50671.4493		OTHER CHARGE FOR SERVICE - COM	CHSP PROGRAM
		46.10	MEAL PREP NOV 2016		45137	SSPAIDE-11/16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		2,522.60								
125170	12/23/2016		3607 DCA TITLE							
		115.64	811 5TH ST S CLOSING COST		45037	11-110117 R-	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING
		115.64								
125171	12/23/2016		1276 DELEGARD TOOL CO							
		128.35	BOOST MAX 450/CA		45026	143558	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		128.35								
125172	12/23/2016		3612 DNL BUILDERS, LLC							

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125172	12/23/2016		3612 DNL BUILDERS, LLC						Continued...	
		18,900.00	OFFICE REMODEL PT2		45099	1225-344	10330.6560		BUILDING FIXTURES AND IMPRS	BUILDINGS
		<u>18,900.00</u>								
125173	12/23/2016		6789 DOODY, STEVE							
		55.00	HRA 12/12/16 COMMISSIONER MTG		45100	121216	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>55.00</u>								
125174	12/23/2016		7521 EARTH THRIFT							
		3,759.00	820 SOUTHVIEW RELOC CLAIM		45136	122016	20284.6530	229050	IMPR OTHER THAN BUILDING	DEVELOPMENT
		1,500.00-	10/1/2016-12/15/2016 RENT		45136	122016	20284.4403	229050	HRA RENT	DEVELOPMENT
		<u>2,259.00</u>								
125175	12/23/2016		1380 FACTORY MOTOR PARTS CO							
		359.96	BATTERY CORE FOR AMBULANCE 1		45027	1-Z09320	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>359.96</u>								
125176	12/23/2016		1400 FERGUSON WATERWORKS #2516							
		1,158.39	GATE VALVE		45028	0224666	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		636.29	GRATE		45029	0226910	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		<u>1,794.68</u>								
125177	12/23/2016		1414 FIRST CALL AUTO PARTS							
		49.37	BARREL PUMP/BREAK FLUID		45094	1767-238385	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		50.00-	RETURNED BREAK CALIPER		45095	1767-238386	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		29.99	CAPSULE FOR TRUCK #334		45096	1767-242574	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>29.36</u>								
125178	12/23/2016		6658 FIRST SCRIBE							
		80.00	WEB HOSTING		45030	2471507	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>80.00</u>								
125179	12/23/2016		7522 FISHER INDUSTRIES							
		40,000.00	RELOCATE 820 SOUTHVIEW		45143	120916	20284.6530	229050	IMPR OTHER THAN BUILDING	DEVELOPMENT
		<u>40,000.00</u>								
125180	12/23/2016		1440 FREEDOM SERVICES INC							
		577.05			45070	1220161323163	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>577.05</u>								
125181	12/23/2016		1440 FREEDOM SERVICES INC							

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125181	12/23/2016		1440 FREEDOM SERVICES INC						Continued..	
		33.25	DEC 2016 ADMIN FEE		45138	13292	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		15.00	DEC 2016 ONLINE ACCESS		45138	13292	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>48.25</u>								
125182	12/23/2016		1452 GALLS LLC							
		143.95	OFFICER SMITH		45031	006492624	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		42.84-	RETURNED ITEM		45032	002474015	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>101.11</u>								
125183	12/23/2016		1472 GERRY'S FIRE & SAFETY INC							
		111.50	EXTINGUISHER RECHARGE		45033	53869	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>111.50</u>								
125184	12/23/2016		1497 GOPHER STATE ONE-CALL							
		76.95	LOCATES		45038	6110716	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		76.95	LOCATES		45038	6110716	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		<u>153.90</u>								
125185	12/23/2016		5857 GREATAMERICA FINANCIAL SERVICES							
		219.90	POSTAGE MACHINE RENT DEC 16		45097	19850217	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		<u>219.90</u>								
125186	12/23/2016		6659 HAB INC							
		303.50	MONTHLY SOFTWARE SUPPORT		45039	0070498-IN	50677.6375.2		OTHER CONTR SVCS-SOFTWARE SUPP	NAN MCKAY APT BLDG
		303.50	MONTHLY SOFTWARE SUPPORT		45039	0070498-IN	50678.6375.2		OTHER CONTR SVCS-SOFTWARE SUPP	JOHN CARROLL APT BLDG
		<u>607.00</u>								
125187	12/23/2016		1560 HEALTHPARTNERS							
		102,288.80	HEALTH PREMIUMS JANUARY 2017		45134	70011302	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		884.05	RETRO ADJ HEALTH/DEC 2016		45134	70011302	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		950.40	DENTAL CLAIMS PAID		45134	70011302	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.58	RETRO ADJ DENTAL/DEC 2016		45134	70011302	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>104,134.83</u>								
125188	12/23/2016		4214 HEALTHPARTNERS GROUP HEALTH-WORKSITE							
		159.00	EAP DECEMBER 2016		45098	W813359	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>159.00</u>								
125189	12/23/2016		3686 IMPACT PROVEN SOLUTIONS							
		1,437.03	MAIL PROCESS DEC 2016		45040	120017	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION

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125189	12/23/2016	1,437.03	3686 IMPACT PROVEN SOLUTIONS						Continued...	
125190	12/23/2016	65.00	1652 INSPECTRON, INC. 1895 LYSDALE LANE		45041	12/1/2016	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMENT
		65.00	215 ALPHA LANE		45041	12/1/2016	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMENT
		130.00								
125191	12/23/2016	52.00	1718 KAPOZIA CONVENIENCE CENTER CORP CAR WASHES		45043	11/30/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		52.00								
125192	12/23/2016	147.69	1803 LANGUAGE LINE SERVICES OVER THE PHONE TRANSLATION		45044	3950654	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		147.69								
125193	12/23/2016	220.04	1811 LAWSON PRODUCTS INC. SUPPLIES FOR WATER DEPT		45045	930446564	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		229.56	SPRAY NOZZEL FOR GARAGE		45046	9304541129	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		449.60								
125194	12/23/2016	1,400.00	1812 LEAGUE OF MINNESOTA CITIES OCT 2015 - SEPT 2016		45050	247976	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		1,400.00								
125195	12/23/2016	645.15	1813 LEAGUE OF MN CITIES INSURANCE TRUST SALMEY		45047	10389	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		195.88	CASE		45048	10404	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		177.41	HODEL		45049	10469	10315.6151		WORKERS COMP DEDUCTIBLE	ENGINEERING
		1,018.44								
125196	12/23/2016	103.50	1826 LEXISNEXIS RISK SOLUTIONS USAGE FEE		45051	1411215-2016113	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		0								
		103.50								
125197	12/23/2016	36.75	1832 LILLIE SUBURBAN NEWSPAPERS 11/4 PC		45052	001509 11/30/16	10410.6341		ADVERTISING	PLANNING & ZONING
		36.75								
125198	12/23/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
125229	12/23/2016		2345 RIVER HEIGHTS CHAMBER OF COMMERCE						Continued...	
125230	12/23/2016	81.44	2353 ROEHLEN, RICHARD CLOTHING REIMBURSEMENT		45113	120816	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		81.44								
125231	12/23/2016	34.95	2356 ROLLING STONE 2 YR SUBSCRIPTION RENEWAL		45114	120116	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		34.95								
125232	12/23/2016	650.00	2415 SCHMIDTY'S LAWN, SNOW AND TREE CONCORD TIF SNOW REMOVAL		45115	3801	40490.6375		OTHER CONTRACTED SERVICES	CONCORD TIF
		75.00	820 SOUTHVIEW SNOW REMOVAL		45116	3802	20284.6375	229050	OTHER CONTRACTED SERVICES	DEVELOPMENT
		174.00	SNOW REMOVAL		45116	3802	20284.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT
		204.00	SNOW REMOVAL		45116	3802	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		65.00	515 8TH AVE S 11/9/16		45117	3799	10420.6371		REPAIRS & MAINT CONTRACTUAL	LICENSING & CODE ENFORCEMENT
		110.00	405 16TH AVE N 11/18/16		45118	3800	10420.6371		REPAIRS & MAINT CONTRACTUAL	LICENSING & CODE ENFORCEMENT
		1,278.00								
125233	12/23/2016	125.25	6664 SCREENING REPORTS TENANT VERIFICATIONS		45119	1120165439	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		125.25	TENANT VERIFICATIONS		45119	1120165439	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		250.50								
125234	12/23/2016	50.00	6686 SHEPHERD, JW KEY PERSON NAN MCKAY		45042	123116	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		50.00								
125235	12/23/2016	3,107.00	2600 SYN-TECH SYSTEMS, INC. SOFTWARE UPGRADE EQP		45120	135791	20245.6572		COMPUTER SOFTWARE	AIRPORT
		600.00	BLANK FUEL CARDS		45120	135791	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		3,707.00								
125236	12/23/2016	32.80	2648 T-MOBILE PHONE SERVICE		45121	941459303 12/11/16	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		32.80	PHONE SERVICE		45121	941459303 12/11/16	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		57.52	PHONE SERVICES		45122	828792863 12/11/16	20260.6390		POSTAGE AND TELEPHONE	HOUSING GENERAL
		104.83	PHONE SERVICES		45122	828792863	50671.6390		POSTAGE AND TELEPHONE	CHSP PROGRAM

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125236	12/23/2016		2648 T-MOBILE						Continued...	
		78.71	PHONE SERVICES		45122	12/11/16 828792863	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		131.20	PHONE SERVICES		45122	12/11/16 828792863	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		<u>437.86</u>				12/11/16				
125237	12/23/2016		7520 TRAN, TAI							
		45.87	1034 6TH AVE S SSP,MN 55075		45140	12202016	50605.2010		REFUNDS	WATER UTILITY
		<u>45.87</u>								
125238	12/23/2016		2692 TWIN CITY HARDWARE							
		333.85	OFFICE DOOR		45123	839093	10330.6560		BUILDING FIXTURES AND IMPRS	BUILDINGS
		692.31	NARROW LITE DOOR		45124	839094	10330.6560		BUILDING FIXTURES AND IMPRS	BUILDINGS
		<u>1,026.16</u>								
125239	12/23/2016		5483 US MAGAZINE							
		67.08	1 YR SUBSCRIPTION RENEWAL		45125	11302016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>67.08</u>								
125240	12/23/2016		3624 WALLACE, MIKE							
		183.23	BOOT ALLOWANCE		45126	040316	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		<u>183.23</u>								
125241	12/23/2016		2849 XCEL ENERGY							
		56.22	POLICE NOVEMBER		45127	526510362	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		1,356.74	CITY HALL NOVEMBER		45128	526702585	10330.6385		UTILITY SERVICE	BUILDINGS
		123.06	STREET LIGHT UTILITY FUND		45128	526702585	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		373.56	PARKS NOVEMBER		45129	526507430	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		294.51	SPLASH POOL		45129	526507430	10527.6385		UTILITY SERVICE	SPLASH POOL
		83.76	NORTHVIEW POOL		45129	526507430	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		419.03	STREET LIGHT UTILITY FUND		45129	526507430	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		949.59	SEWER NOVEMBER		45130	526710727	50606.6385		UTILITY SERVICE	SEWER UTILITY
		11,965.30	STREET LIGHT UTILITY FUND		45131	526543419	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,251.41	AIRPORT NOVEMBER		45132	52800035	20245.6385		UTILITY SERVICE	AIRPORT
		<u>16,873.18</u>								
125242	12/23/2016		2864 ZEE MEDICAL SERVICE							
		58.64	FIRST AID SUPPLIES		45135	54163221	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		58.64	FIRST AID SUPPLIES		45135	54163221	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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125242	12/23/2016		2864 ZEE MEDICAL SERVICE						Continued...	
		58.64	FIRST AID SUPPLIES		45135	54163221	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		58.63	FIRST AID SUPPLIES		45135	54163221	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		234.55								
125243	1/3/2017		4560 IPMA-HR MN							
		25.00	CONFERENCE ANDERSON		45260	1/1/2017	10125.6471		DUES & SUBSCRIPTIONS	HUMAN RESOURCES
		25.00								
125244	1/3/2017		1812 LEAGUE OF MINNESOTA CITIES							
		650.00	FRANCIS & FORESTER		45261	247761	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		650.00								
125245	1/3/2017		5686 MPELRA							
		125.00	CONFERENCE ANDERSON		45262	1/3/2017	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		125.00								
125246	1/3/2017		2276 PUBLISHERS WEEKLY							
		249.99	1 YR SUBSCRIPTION RENEWAL		45263	1/3/2017	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		249.99								
125247	1/3/2017		6703 SENTRY SYSTEMS, INC							
		30.00	RESIDENTIAL MONITORING JAN2017		45264	721904	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		30.00	RESIDENTIAL MONITORING JAN2017		45265	721785	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		60.00								
125248	12/30/2016		3739 ACCOUNTEMPS							
		1,209.00	WEEK ENDED 12/16/16 ANDERSON		45227	47343917	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,209.00	WEEK ENDED 12/16/16 ANDERSON		45227	47343917	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		1,227.70	WEEK ENDED 12/16/16 HYTTI		45228	47344970	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		3,645.70								
125249	12/30/2016		3623 ANDERSON, SHELLY							
		102.88	MILEAGE REIMBURSEMENT		45150	12/23/2016	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		102.88								
125250	12/30/2016		7523 BALSIMO, RINA							
		50.00	CANCELLED WINTER BREAK TRIP		45229	12/22/2016	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		50.00								
125251	12/30/2016		1129 BOYER FORD TRUCKS INC							

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125285	12/30/2016		2389 SAINT PAUL PUBLISHING COMPANY						Continued...	
		48.32	SSP VOICE VACANCY AD JAN		45238	25222	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		48.83	SSP VOICE VACANCY AD JAN		45238	25222	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		97.15								
125286	12/30/2016		2408 SCHINDLER ELEVATOR CORPORATION							
		711.64	PREVENTATIVE MAINT NOV 2016		45200	8104406324	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		690.18	PERVENTATIVE MAINT NOV 2016		45201	8104406505	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		1,401.82								
125287	12/30/2016		2558 STATE INDUSTRIAL PRODUCTS							
		121.73	AIR CARE PROGRAM		45273	98077048	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		121.73								
125288	12/30/2016		2648 T-MOBILE							
		33.82	HOT SPOT		45274	487685314	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
						12/16/16				
		33.82								
125289	12/30/2016		2681 TRUCK UTILITIES							
		88.35	LATCH LEVER WELDMNT		45179	0305439	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		94.68	PARK STAND KIT		45180	0305616	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		183.03								
125290	12/30/2016		2692 TWIN CITY HARDWARE							
		1,684.75	NEW SERVICE DOOR		45181	837981	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		830.76	LABOR		45181	837981	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		687.88	CARD READER/COUNCIL CHAMBERS		45182	838746	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		255.00	LABOR		45182	838746	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		349.62	ELEC STRIKE BODY/SERVICE DOOR		45183	839171	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		680.00	CARD READER/STAIRWELL DOOR		45184	839072	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		490.51	LABOR		45184	839072	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		354.56	RETURNED POWER SUPPLY		45185	PSC021711	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		4,623.96								
125291	12/30/2016		7526 VONBEHREN, JESSICA							
		50.00	CANCELLED WINTER BREAK TRIP		45240	12/22/2016	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		50.00								
125292	12/30/2016		2767 W.D. LARSON COMPANIES LTD, INC.							
		32.79	BULBS FOR TRUCK #334		45186	B-263410110	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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125292	12/30/2016		2767 W.D. LARSON COMPANIES LTD, INC.						Continued...	
		43.23	GOVERNOR FOR TRUCK #336		45187	B-263420123	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		32.79	BULBS FOR TRUCK #334		45188	B-263420034	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		304.20	DRIER-AIR		45189	B-263440209	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		12.63	GOVERNOR FOR TRUCK #336		45191	B-263490225	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		63.49	WIPER BLADE		45192	B-263500209	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		5.28	ELBOW FOR TRUCK #336		45280	B-263440212	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>494.41</u>								
125293	12/30/2016		7468 WEIERKE CHIROPRACTIC							
		30,000.00	BALANCE RELOCATION PYMNT		45279	122316	20284.6530	229050	IMPR OTHER THAN BUILDING	DEVELOPMENT
		<u>7,200.00</u>	RENT OWED 3/16-11/16		45279	122316	20284.4403	229050	HRA RENT	DEVELOPMENT
		22,800.00								
125294	12/30/2016		6639 WHEELCO TRUCK & TRAILER PARTS							
		<u>55.86</u>	BRAIDED HOSE/SWIVEL		45193	5263440087	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		55.86								
2016403	12/12/2016		6037 HEALTHPARTNERS-DENTAL							
		<u>2,278.02</u>	DENTAL CLAIMS PAID		44851	12/1-12/7/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		2,278.02								
2016404	12/7/2016		6537 FDGL LEASE PAYMENT							
		30.00	CC MACHINE LEASE		44852	12/7/2016	10315.6412		CREDIT CARD/ACH/BANK FEE	ENGINEERING
		20.00	CC MACHINE LEASE		44852	12/7/2016	10520.6412		CREDIT CARD/ACH/BANK FEE	PARKS ADMINISTRATION
		60.00	CC MACHINE LEASE		44852	12/7/2016	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		10.00	CC MACHINE LEASE		44852	12/7/2016	20250.6412		CREDIT CARD/ACH/BANK FEE	CENTRAL SQUARE
		<u>30.00</u>	CC MACHINE LEASE		44852	12/7/2016	50600.6412		CREDIT CARD/ACH/BANK FEE	UTILITY ADMINISTRATION
		150.00								
2016405	11/30/2016		6673 LARSON, DEBRA							
		<u>50.00</u>	KEYPERSON NAN MCKAY DEC 2016		45001	113016	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		50.00								
2016406	12/16/2016		1559 HEALTHPARTNERS							
		<u>29.96</u>	HRA REIMBURSEMENT		45000	12/7-12/13/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		29.96								
2016407	12/8/2016		6860 WELLS FARGO PURCHASING CARDS							
		120.00	SPRINGSTED SYMP-KING		44877	M493692990.1	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINISTRATION
		120.00	SPRINGSTED SYMP-PIETRICK		44878	M493692990.2	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE

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2016407	12/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		120.00-	SPRINGSTED CANCEL		44879	M495351821.1	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINISTRATION
		120.00-	SPRINGSTED CANCEL		44880	M495351821.2	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		26.71	HOLIDAY FUEL		44881	M493216621	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		6.75	KAT-KEYS LOCK KEYS		44882	M493692991	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		93.57	SAMS CLEANING, KITCHEN SUPPLIE		44883	M493985417	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		109.48	JB TOOL LOCKOUT TOOLS		44884	M494300595	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		34.01	SA FUEL		44885	M494802924	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		15.62	WISCOMM RADIO PARTS		44886	M495351822	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		1,234.00	SPORTSMAN GUIDE AMMO		44887	M496531558	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		.83	MNDVS CC FEE		44888	M497289619	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		34.00	MNDVS TABS 2161		44889	M497289620	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		221.74	BEST BUY SURVEILLANCE EQUIP		44890	M492372640	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		232.96	MARRIOTT BKGRND INVEST MESA		44891	M496730352	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		88.33	FOX RENT CAR BKGRND INVEST		44892	M496730353	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		103.10	AMER AIR BKGRND INVEST PHNX		44893	M496961720	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		21.88	TRAVEL INS BKGRND INVEST		44894	M496961721	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		103.10	SUNCTRY BKGRND INVEST PHNX		44895	M496961722	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		66.12	GRANMAS TZD CONF MEALS - BDR		44896	M495658776	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		75.00	BLACKWDS TZD CONF MEALS-BDR		44897	M495658777	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		60.29	PET EVOLUTION K9 FOOD		44898	M495658778	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		49.17	CANAL PARK TZD CONF MEALS-BDR		44899	M495987673	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		112.74	INNONLAKE LODGING TZD CONF		44900	M495987674	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		225.48	INNONLAKE LODGING TZD CONF		44901	M495987675	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		225.48	INNONLAKE LODGING TZD CONF		44902	M495987676	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		520.61	MENARDS PROPERTY RM SHELIVING		44903	M496531876	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		33.89	SA FUEL		44904	M493985418	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		30.00	SA FUEL		44905	M495987677	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		33.21	HOLIDAY FUEL		44906	M496961723	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		49.38	CUB REGIONAL SAFETY TRAINING		44907	M497636221	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		73.83	WATER COOLER		44908	M493692992	10120.6375		OTHER CONTRACTED SERVICES	CITY ADMINISTRATION
		13.58	COFFEEMATE CREAMER FOR MEETING		44909	M494802925	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		141.25	LABELS, PENS, 2 CHAIRMATS		44910	M494802926	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		82.95	MINTS, CRACKERS, BOWLS, COOKIE		44911	M495351823	10125.6430		MISCELLANEOUS	HUMAN RESOURCES
		12.86	TABLE COVERS FOR CHILI COOKOFF		44912	M495351824	10125.6430		MISCELLANEOUS	HUMAN RESOURCES
		100.00	DEPOSIT FOR MAYOR		44913	M495658779	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		57.99	PAPER PERFORATED FOR UB		44914	M496531877	50605.6201		OFFICE SUPPLIES	WATER UTILITY
		23.99	REPORT COVER - CLEAR FRONT		44915	M496531878	10150.6201		OFFICE SUPPLIES	FINANCE
		34.50	Election night dinners at the		44916	M493985419	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		30.03	Twist - DYM Labels, Coffee KCu		44917	M496961724	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT

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2016407	12/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued..	
		114.42	Twist HP26 Printer Toner		44918	M497899299	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		134.40	Election Judge Lunches, 24 Sub		44919	M493985420	10140.6210		OPERATING SUPPLIES	CITY CLERK
		180.50	Election Judge Lunches, 19 Din		44920	M495351825	10140.6210		OPERATING SUPPLIES	CITY CLERK
		109.80	SAMS AD FLYERS HALLOWEEN EVEN		44921	M491832304	20250.6341		ADVERTISING	CENTRAL SQUARE
		44.53	WALMART CLEANING SUPPLIES		44922	M495987994	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		69.24	ANGELOS CSCC BD MTG		44923	M496531879	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		232.30	SAMS HALLOWEEN EVNT SUPPLY		44924	M491832366	20215.6210	227579	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		31.98	OFFICE MAX PLANNERS		44925	M492372641	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		310.65	OFFICE MAX CHAIR		44926	M492372642	10520.6240		MINOR EQUIPMENT AND FURNITURE	PARKS ADMINISTRATION
		41.55	CROWN TRPHY BENCH PLAQUES		44927	M493216622	10520.6210	227588	OPERATING SUPPLIES	PARKS ADMINISTRATION
		124.96	PROMOFRAME BRKFST SANTA PIC FR		44928	M497899300	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		21.35	KNOWLANS GHGT VOLUNTEER TREATS		44929	M491832367	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		20.52	KNOWLANS TASK FORCE MGT TREATS		44930	M493216623	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		33.98	WALGREENS GHGT THANK YOUS		44931	M493216624	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		18.95	WISHFULL MEETING TASK FORCE		44932	M493692993	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		69.80	TWIN CITY TRUCK GHGT		44933	M493692994	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		19.99	BLACK SHEEP MYTF MEETING		44934	M495658780	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		301.52	PAPER MART WRAPPING BOOKS		44935	M495658781	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		358.40	ORIENTAL TRADING TREE LIGHTIN		44936	M495987995	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		37.06	KNOWLANS BALL DROP TREATS		44937	M496961725	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		85.11	OFFICE DEPOT PAPER TAPE ENV		44938	M496961726	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		486.00	CONCORD LANES BOOK WRAPPING		44939	M497289621	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		17.95	KNOWLANS TREE LIGHTING		44940	M497469327	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		158.69	TARGET TREE LIGHTING		44941	M497469328	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		53.14	DOLLAR TREE -TREE LIGHTING		44942	M497469329	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		117.56	MENARDS TREE LIGHTING		44943	M497469330	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		850.16	PROGD TAPE LACES MOUTHGUARDS		44944	M491832368	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		21.11	KRISS WATER TREATMENT PARTS		44945	M495658782	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		527.69	SHERWIN PAINT SUPPLIES		44946	M492372643	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		494.55	NITTI TRASH SERVICE		44947	M492685889	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		40.97	ACE CLEANING SUPPLIES		44948	M493216947	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		4.58	KWIK TRIP BUNS RESALE		44949	M493216948	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		55.10	ACE PAINT SUPPLIES		44950	M496531880	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		112.92	LAWSON SCREWS, BITS		44951	M496531881	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		399.78	SPORT GUIDE TOWELS, RAGS		44952	M496961727	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		19.94	ACE BLEACH, AJAX		44953	M497289622	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		10.59	INDUSTRIAL BATTERY CAPS		44954	M491832369	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		47.92	ACE HDWR SPRAY PAINT		44955	M493985421	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		6.99	ACE HDWR SPRAY PAINT		44956	M494802927	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016407	12/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		1,369.43	HILLYARD CLEANING SUPPLIES		44957	M495987996	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		201.77	AMAZON ERROR-REIMBURSED		44958	M491832370	10101.4677		MISC REVENUE	GENERAL FUND
		83.56	AMAZON FROSTED WINDOW FILM		44959	M491832371	10315.6210		OPERATING SUPPLIES	ENGINEERING
		8.53	MENARDS MULCH BRR PROJECT		44960	M492085464	40432.6371	201607	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		3,475.00	MNSCU MADIGAN INSPECTION CLASS		44961	M492085465	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		47.74	CUB WMO MEETING SNACKS		44962	M493985422	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		19.25	WALGREENS WMO MEETING SNACKS		44963	M493985423	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		27.06	AMAZON CARD REELS		44964	M495987997	10315.6201		OFFICE SUPPLIES	ENGINEERING
		26.77	MAYOR RECOGNITION FRAME		44965	M496961728	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		775.95	QUILL NM TABLE 4 CHRS LIBRARY		44966	M494802928	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		178.99	QUILL BLK INK TONER MINDY		44967	M497289623	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		70.69	SUPPLIES		44968	M494300596	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		17.42	HOME DEPOT SUPPLIES		44969	M495692863.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		35.94	HOME DEPOT SUPPLIES		44970	M495692863.2	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		65.44	RED INK CARTRIDGE FOR POSTAGE		44971	M494300597	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		149.00	CENTURY SUPERVISOR TRAINING		44972	M492680769	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		10.00	PARKING FOR WELLNESS TRAINING		44973	M492685890	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		33.96	TRACTOR SUPPLY CLEVIS HOOKS		44974	M496961729	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		14.99	WATEROUS - MANURE FORK		44975	M493430769	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		174.99	NO TOOL - PULL ZALL - WELL 5		44976	M497289624	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		35.97	TSC - 3 HINGE STRAPS		44977	M496730354	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		27.99	TSC - MARKER KITS FOR PLOWS		44978	M492372644	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		100.93	TSC - COUPLER LOCK		44979	M496961730	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1.50-	TSC - REFUND - DIFF PART		44980	M492085778	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		10.17	TSC - CONNECTOR - AP TRACTOR		44981	M492085779	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		.68-	TSC - REFUND SALES TAX - AP		44982	M492085780	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		50.00	ABSOLUTE TRAILER - QUOTE CHG		44983	M496531882	60703.6302		PROFESSIONAL SERVICES	CENTRAL GARAGE FUND
		20.98	SAMS PS ESKENS AUTHOR EVENT		44984	M493985424	20230.6430		MISCELLANEOUS	LIBRARY
		209.12	4IMPRINT 500 SSP LIBRARY PENS		44985	M495076055	20230.6342		PRINTING AND BINDING	LIBRARY
		52.80	SUPERSHUTTLE AMY CONF		44986	M492680770	20230.6331		CONFERENCES, TRAINING, TRAVEL	LIBRARY
		437.37	WESTIN AMY CONF HOTEL		44987	M493431087	20230.6331		CONFERENCES, TRAINING, TRAVEL	LIBRARY
		58.00	NITTI TRASH RECYCLE		44988	M496531883	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		89.75	MVLT STORM WATER SAMPLES		44989	M496531884	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		44.55	SYNTECH FIX NETWORK ERROR		44990	M496531885	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		265.20	RIVER COUNTRY FUEL VEHICLES		44991	M496531886	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		92.09	VERIZON CELL PHONE		44992	M496531887	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		7.09	ACE WD40 NUTS BOLTS		44993	M496531888	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		124.87	AMAZON OFFICE SUPPLIES		44994	M492372645	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		8.02	AMAZON PENS		44995	M492372646	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION

CITY OF SOUTH ST PAUL
 Council Check Register by GL
 Council Check Register and Summary

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
2017000	1/3/2017		1338 EFTPS						Continued..	
2017001	1/3/2017		2013 MINNESOTA REVENUE (C)							
		150.65			45339	1229161459203	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>150.65</u>								
2017002	1/3/2017		2200 PERA							
		382.00			45341	1229161459205	10101.2174		PERA	GENERAL FUND
		<u>382.00</u>								
2017003	1/3/2017		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		2,538.63			45340	1229161459204	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>2,538.63</u>								
		<u>1,242,512.49</u>	Grand Total							

Payment Instrument Totals

Checks	1,079,366.21
EFT Payments	<u>163,146.28</u>
Total Payments	1,242,512.49



CITY COUNCIL AGENDA REPORT

DATE: January 3, 2017

DEPARTMENT: Finance

ADMINISTRATOR: SPK

8-B

AGENDA ITEM: Designating Depositories for 2017

ACTION TO BE CONSIDERED:

Adopt Resolution 2017-1 designating the City's Depositories for 2017.

OVERVIEW:

Minnesota State Statutes 118A.02 requires that the governing body designate official depositories. The City Code section 2-52 C (1) also specifies that the Council designate depositories of City funds at its biennial organizational meeting.

Banking – For many years, the City has been doing banking business with three banks [Bremer Bank, N.A.; MidWestOne Bank (formerly Central) and Wells Fargo Bank, N.A.] The City uses Bremer Bank extensively for City Hall location deposits, payroll disbursements, and HRA Federal funds activity. MidWestOne Bank has primarily been used to handle swimming pool deposits in the summer and for segregating bond proceeds. Wells Fargo Bank has been utilized for processing of wires, electronic deposits and accounts payable checks.

Investments – The City has utilized Morgan Stanley and Wells Fargo Securities for investment of City funds for many years under the guidance of the City's Investment Policy. The city also occasionally has money market balances with these firms which would be considered deposits. Therefore, these firms are included in the designated depository authorization.

The Services have been historically satisfactory and City staff recommends continuing business with these depositories for 2017.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

Resolution No. 2017-1 Designating City Depositories for 2017

WHEREAS, the City of South St. Paul is required by Minnesota statutes to designate qualified institutions as depositories for City funds; and

WHEREAS, the following qualified institutions are willing and able to pledge collateral in an amount and form sufficient to satisfy legal requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, that Bremer Bank, N.A.; Wells Fargo Bank Minnesota, N.A.; MidWestOne Bank (formerly Central Bank), and Morgan Stanley LLC are hereby designated as depositories for the funds of the City of South St. Paul.

BE IT FURTHER RESOLVED that the collateral pledged by the banks noted above shall be placed in banks approved by the Finance Director.

Adopted this 3rd day of January, 2017.

City Clerk



City Council Agenda Report

Date: January 3, 2017

Department: Finance

Administrator: SPK

8-C

Agenda Item: Setting the 2017 Meal and Mileage reimbursement rates

Action to be considered:

Adopt Resolution No. 2017-2 to authorize adjustment of the City's Mileage and Meal reimbursement rates in accordance with Federal rates established by the IRS and the GSA.

Overview:

The Internal Revenue Service periodically will adjust the mileage reimbursement rates. This mileage rate will be used to reimburse employees for eligible business miles under the Internal Revenue Service (IRS) Regulations.

Historically, the City mileage rate has been consistent with the IRS mileage rates. For 2016, the IRS set the 2016 optional standard mileage rate at 54 cents for business miles driven. The 2017 IRS rate is now set for 53.5 cents per mile for business miles drive. The practice of adjusting the mileage reimbursement rate to the IRS recommended rate is optional, however, standard throughout other public and private organizations.

The City's Employee Travel Policy set meal reimbursement rates at the US General Services Administration (GSA) midrange meals and incidental rates that existed in 2016. The GSA rates remain unchanged for 2017 as follows: Breakfast \$13, Lunch \$15, Dinner \$26, Incidentals \$5.

Source of Funds:

Individual program budgets in the 2017 Budget.

City of South St. Paul
Dakota County, Minnesota

**Resolution No. 2017-2 Resolution Authorizing adjustment to City's Meal and
Mileage reimbursement rates**

WHEREAS, the Internal Revenue Service periodically adjusts the business mileage reimbursement rate; and

WHEREAS, the City of South St. Paul present mileage reimbursement rate is in conformance with the Internal Revenue Service's business mileage reimbursement rate; and

WHEREAS, the City of South St. Paul present meal reimbursement rate is in conformance with the General Services Administration's (GSA) midrange rates; and

NOW, THEREFORE, BE IT RESOLVED: by the City Council of South St. Paul, Minnesota that the City reimburses mileage in accordance with the Internal Revenue Service Standard Mileage Reimbursement rate for 2017 of 53.5 cents per mile for business miles driven in 2017 and the GSA meal rates which total \$59 per day.

Adopted this 3rd day of January, 2017.

City Clerk



City Council Agenda Report

Date: January 3, 2017

Department: Finance

Administrator: SPK

8-D

Agenda Item: Revised 2017 Fee Schedule – correction to other water/sewer related fees

Action to be considered:

Motion to amend page 11 of the 2017 Fee Schedule which was approved on December 5, 2016.

Overview:

On December 5, 2016, the Council approved Resolution 2016-217 adopting the 2017 Fee Schedule. The 2017 Fee Schedule was attached to the resolution and had incorrect fees listed on page 11 for the Water turn on and off fees and the Meter Tampering fee.

Attached page 11 has the correct fees for Water turn on and off fees and the Meter Tampering fee. This is merely a correction of an error in the printed 2017 Fee Schedule approved in December.

Source of Funds:

NA

Utility Rates

Fees and Charges

Meter Charge (continued)

Installation of replacement cabling for exterior mounted radio or non-radio metering system	\$82
Water Testing Fee: Required by the Federal Safe Drinking Water Act	
Flat Rate quarterly billing - goes to MN Dept of Health for testing public water	\$1.59

Storm Water Fees

Single Family Residential	\$10.51 flat rate
Multi-Family Residential	\$58.09 per acre
Commercial	\$73.58 per acre
Industrial	\$77.45 per acre
Churches, Private Schools	\$46.48 per acre
Airport Hangars	\$77.45 per acre
Vacant Land	\$15.49 per acre

Storm water utility fee revenues help pay for the cost of complying with Federally mandated storm water management plans, construction of storm water facilities, and costs associated with storm water related maintenance.

Street Light Fees

Single Family Residential	\$5.95
Duplex (Side by Side, Twin)	\$5.95 per unit
Duplex (up/down, front/back)	\$4.33 per unit
Multi-Family	\$2.70 per unit
Commercial/Industrial/Institution/Airport	\$17.31 per acre
Schools	\$17.31 per acre

Commercial/Industrial/Institutional/Airport minimum charge \$10.82 per quarter.

Mixed use properties are charged for both uses, e.g. commercial below and residential above.

This fee was instituted by the City as a means to generate revenue to pay for street lighting costs, infrastructure and operating costs. 2017 increase of 4% is consistent with 2016 and is done to try and offset increased costs

Other Water/Sewer Related Fees

Water turn on fee	\$60.00
Water turn off fee	\$60.00
Winter Turn on fee Dec 1 - Mar 31 *	\$100.00
Winter turn off fee Dec 1 - Mar 31 *	\$100.00
* cost is higher due to time involved in getting to valves	
Meter Tampering Fee	\$150.00
Meter Testing Deposit	\$100.00
Standby fire protection fee	\$100.00 annual/\$25 Qtrly
Contractor Hydrant Meter Deposit (\$1246) and Water Use deposit (\$300)	\$1,546.00

Duplicate copies of utility bills - applies to rental properties	\$1 per copy per quarter
Interim Final Reads - applies to rental properties when tenants turnover (this covers the cost of staff time to take and process interim reads)	\$15 per read

Weed Abatement Admin Fee \$25.00

Delinquent Accounts/Certification Charges

Delinquent Account Penalty	8%
Certification Admin Fee	\$25.00



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-E

AGENDA ITEM: Approving T-Hangar Lease

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving non-commercial t-hangar leases.

Overview:

Airport staff is preparing 2017 leases for each City owned T-hangar unit with the following tenants on the approved lease form with rates set according to the 2017 Rent and Fee Schedule.

These leases will be valid through December 31, 2017. Each is a non-commercial lease that allow the tenants to store aircraft and other incidental items related to the operation of their aircraft on airport property.

Source of Funds:

N/A

North T-Hangars	Tenant
1666 Decathlon Lane	Kevin McKusky New Tenant



City Council Agenda

Date: January 3, 2017

Department: Human Resources

Administrator: SPK

8-F

Agenda Item: Accept Letter of Resignation – Public Works Utility Worker

Action to be considered:

Motion to accept resignation letter from Todd Stadtler, Public Works Utility Worker and also authorize staff to begin a hiring process for a replacement.

Overview:

Todd began employment with the City on January 3, 2012 as a Maintenance Worker and moved into the position of Utility Worker in November 2014. Todd submitted his letter of resignation on December 23, 2016, *attached*. Todd's last day of employment with the City is January 6, 2017.

The Public Works Utility position is a regular full-time position within the Teamsters bargaining unit. Staff asks Council to authorize the hiring process to fill this vacancy.

Source of Funds:

Public Works Budget

December 23,2016

Pat Dunn-Public works

I am writing to inform you that i am giving my two weeks notice,my last day at the city of South St. Paul will be January 6,2017.

Sincerely,

A handwritten signature in black ink that reads "TODD STADLER". The letters are in all caps and have a slightly slanted, cursive-like appearance. The signature ends with a long horizontal stroke that extends to the right.

Todd Stadler

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF DECEMBER 19, 2016**

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Monday, December 19, 2016.

ROLL CALL:

Present,	Mayor Baumann Councilmembers Flatley, Hansen, Niederkorn, Podgorski, Rothecker, Seaberg
Absent,	None
Also Present,	City Administrator, Steve King City Attorney, Kori Land City Engineer, Chris Hartzell City Clerk, Christy Wilcox

5) Presentations

- Presentations were moved to the end of the meeting to Item #10.

6) Citizens' Comments

- Bernie Beerman appeared to discuss the changes in all governmental agencies and how it could possibly affect cities. Encouraged the City to apply for any grants that become available.

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Niederkorn/Hansen

Resolved, that the South St. Paul City Council does hereby approve the following:

1. City Council meeting minutes of December 5, 2016
2. Resolution No. 2016-226, approving accounts payable
3. Resolution No. 2016-222, electing not to waive the statutory tort limits for liability insurance
4. Accept letter of resignation from Alyssa Kellas, Recreation Supervisor with the City of South St. Paul effective December 23, 2016, and authorize recruitment process for her replacement
5. Business Licenses

6. Resolution No. 2016-223, approval to submit a FY2017 Brownfields Communitywide Assessment Grant Application to the United States Environmental Protection Agency
7. Authorize the purchase of two 2017 Ford Police Interceptor Utility squads at a cost of \$27,186.95 each and one 2017 Ford Interceptor Utility squad at a cost of \$28,049.95
8. Appoint Derek Kruse as a probationary entry level police officer effective February 6, 2017, at a starting salary as outlined in the current LELS contract, contingent upon P.O.S.T. license eligibility, successful completion of a background investigation, physical examination and psychological evaluation
9. Adopt Purchasing Policy as presented this evening
10. Resolution No. 2016-224, ordering preparation of feasibility reports for 2017 Street Projects
11. Approve the purchase of a single axle cab and chassis truck from Nuss Truck & Equipment with plowing equipment and accessories from Towmaster, Inc. in the amount of \$200,789.00
12. Resolution No. 2016-225, supporting county-wide engagement for transit improvements

Motion carried 7 ayes/0 nays

9a) Minnesota Coaches Propane Fueling CUP – 570 Hardman Avenue

Moved by Niederkorn/Podgorski

MOVED: To adopt Resolution No. 2016-224, approving a Conditional Use Permit for a single-station propane fuel dispensing and tank for the property at 570 Hardman Avenue.

Motion carried 7 ayes/0 nays

10) Presentations

- A. Councilmembers gave their thoughts and comments on the departure of colleagues Dan Niederkorn and Beth Baumann.
- B. Stephen King, City Administrator, presented Mayor Baumann and Councilmember Niederkorn with appreciation plaques.
- C. Comments were made from the following Community Leaders recognizing Councilmember Niederkorn and Mayor Baumann:
 - Glenn Boche, Yellow Ribbon Committee
 - Pastor Tom Jestus
 - Dave Webb, South St. Paul School District Superintendent
 - Rick Hansen, Minnesota State Representative
 - Brian MacKenzie, President of the River Heights Chamber of Commerce
 - Bruce Baumann
 - Mayor's Youth Task Force
- D. Mayor Baumann and Councilmember Niederkorn gave their final comments.

11) **Adjournment**

Moved by Seaberg/Nieder Korn

MOVED: To adjourn the meeting at 8:25 p.m.

Motion carried 7 ayes/0 nays

Approved: January 3, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPT

8-H

Agenda Item: Lawful Gambling Exemption – St. John Vianney

Action to be considered:

Motion to adopt Resolution No. 2017-5 – Resolution Concurring with the Issuance of a Lawful Gambling Exemption for Church of St. John Vianney.

Overview:

A request has been received from Church of St. John Vianney for the approval of an application for license to conduct bingo under Lawful Gambling Exemption of the State Law. This is not to be confused with the Gambling Licenses which are issued for continuous sale of pull-tabs, etc. The scheduled date of this event is February 11, 2017, to be held at Church of St. John Vianney, 840 19th Avenue North.

Source of Funds:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2017-5

**RESOLUTION CONCURRING WITH THE ISSUANCE OF A
LAWFUL GAMBLING EXEMPTION FOR
CHURCH OF ST. JOHN VIANNEY**

WHEREAS, Church of St. John Vianney has made application to the Gambling Control Board to hold a lawful gambling exempt activity on February 11, 2017.

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council hereby concurs with the issuance of a Lawful Gambling Exemption Permit by the Gambling Board to Church of St. John Vianney to be held on February 11, 2017, at Church of St. John Vianney, 840 19th Avenue North, South St. Paul, Minnesota, and hereby waives the 30-day waiting period.

Adopted this 3rd day of January, 2017.

City Clerk

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Church of St. John Vianney Previous Gambling Permit Number: X-19019-15-015

Minnesota Tax ID Number, if any: ES.33969 Federal Employer ID Number (FEIN), if any: 41-0706913

Mailing Address: 789-17th Avenue North

City: South Saint Paul State: MN Zip: 55075 County: Dakota

Name of Chief Executive Officer (CEO): Fr. Antony Skaria, CFIC

Daytime Phone: 6514511863 Email: jill@sjvssp.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
 60 Empire Drive, Suite 100 www.sos.state.mn.us
 St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Church of St. John Vianney

Address (do not use P.O. box): 840-19th Avenue North

City or Township: South Saint Paul Zip: 55075 County: Dakota

Date(s) of activity (for raffles, indicate the date of the drawing): February 11, 2017

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards

Raffle (total value of raffle prizes awarded for the calendar year, including this raffle: \$ _____)

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print City Name: City of South Saint Paul

Signature of City Personnel:

Shirley R. Buechler

Title: Deputy City Clerk Date: 12/28/2016

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Fr. Antony Skaria* Date: December 27, 2016
(Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Antony Skaria, CFIC

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status, and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-I

AGENDA ITEM: Approving Land Lease at Fleming Field with Horsager Associates Inc.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2017-5 Approving Land Lease at Fleming Field with Horsager Associates Inc.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 6, Block 9, Airport Rearrangement also known as 223 Bravo Lane in the East Hangar Area, with Horsager Associates Inc. on the approved lease form.

The lease is a non-commercial lease that does not allow for an aviation business to operate on the property, but will allow Horsager Associates Inc. to sublet space to store aircraft. The lease is a 10-year lease with two additional 10-year renewals for a total of 30 years.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2017-5

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH HORSAGER ASSOCIATES INC.**

WHEREAS, The City Council has reviewed and considered a Lease for the Lot 6, Block 9, Airport Rearrangement (the "Lease");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, as follows:

1. That the forms, terms and provisions of the Leases and the transactions contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Leases in the name and on behalf of the City in the form hereby approved.

Adopted this 3rd day of January, 2017.

City Clerk

**AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE – EAST SIDE]
[Non – Commercial]**

**CITY OF SOUTH ST. PAUL
[Landlord]**

AND

HORSAGER ASSOCIATES INC.

[Tenant]

INDEX TO LEASE AGREEMENT

[Non – Commercial]

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2	Lease Term
3	Lease Renewal
4	Rent
5	Use of Leased Premises
6	Conduct of Operations
7	Tenant's Commitment to Construction of Building
8	Building Maintenance
9	Insurance
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43	Compliance with Laws and Regulations
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45	Non-Discrimination
46	Severability

Exhibit A	Rent Schedule
Exhibit B	Building Standards Policy
Exhibit C	Airport Contract Requirements

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the 3rd day of January, 2017, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **Horsager Associates Inc.** (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

IN CONSIDERATION OF the mutual agreements herein expressed and for valuable consideration, the parties agree as follows:

SECTION 1 **LEASE**

- 1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following real property situated upon the South St. Paul Municipal Airport (“Airport”), a public Airport owned and operated by Landlord, located in the County of Dakota, State of Minnesota:

Lot 6, Block 9, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **4,900** total square feet.

- 1.2 Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.
- 1.3 Tenant agrees that Tenant is leasing the Leased Premises on an “as-is,” “where is” and “with all faults” basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

SECTION 2 **LEASE TERM**

The term of this Lease (“Term”) shall be ten (10) years commencing on 1st day of January, 2017 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

- 3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of ten (10) years (“First Extended Term”) from and after the expiration of the initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the initial Term of this Lease. Tenant shall also have an option to extend the First Extended Term of this Lease for an additional term of ten (10) years (“Second Extended Term”) from and after the expiration of the First Extended Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the First Extended Term of this Lease. Each option to renew and each extended term is subject to the following terms and conditions:
- (i) No default exists in the performance by Tenant of any of the terms of this Lease;
 - (ii) Each extended term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road, or commercial without direct access to public road) and at the highest rental rate for the particular type of tenancy;
 - (iii) With respect to the Second Extended Term that the option for the First Extended Term has been exercised; and
 - (iv) That the Lease Term and any extension term shall not cause the Lease to continue for more than thirty (30) years from the Commencement Date of the Lease.

SECTION 4
RENT

- 4.1 During each year of this Lease, Tenant shall pay to Landlord **on or before March first of each year** an annual rent (“Rent”) as provided in Exhibit A, attached hereto and incorporated herein by reference. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.
- 4.2 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent by March 1st of each year shall result in a late fee equal to \$50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.

- 4.3 The Annual Rent shall be adjusted upward as of the first day of March of each year (“Adjustment Date”) beginning in the second year of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as set forth in the attached Rent schedule on Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant’s particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the First Extended Term or the Second Extended Term.

SECTION 5
USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]

X Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent

_____ Other (specify) _____

- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6
CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.
- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under

Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

- 7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord.
- 7.2 The construction of all improvements on the Leased Premises and the improvements themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.3 Before commencing any erection, rebuilding, enlargement, extension or any other improvement of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (i) The plans for such work;
 - (ii) The estimated cost of completing the work;
 - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
 - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord, naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.4 Tenant shall only proceed with the construction of an improvement to a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.5 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:
- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
 - (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes,

zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;

- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8 **BUILDING MAINTENANCE**

8.1 **OBLIGATIONS OF TENANT.** Tenant shall: Tenant, at Tenant's own cost and expense, shall take good care of the Leased Premises and shall repair, replace and maintain the buildings, structures and improvements located thereon and shall keep and maintain the same in good order and repair and in a clean and neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased Premises or anything thereon which interferes with the rights of other tenants or the Landlord in connection with the use of the Airport Leased Premises not leased to Tenant. Landlord shall not be required to repair, replace or maintain any buildings, structures or improvements on the Leased Premises.

SECTION 9 **INSURANCE**

9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof

evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.
- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10 **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to

property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.

- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11 **PAYMENT OF TAXES AND OTHER CHARGES**

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand. Tenant recognizes and agrees that the word "taxes" as used in this Section includes any tax which may be imposed and required to be collected pursuant to Minnesota Statutes Section 272.01, subd. 2, or similar successor statute, for the privilege of using and possessing the Leased Premises, which are tax exempt, in the same amount and to the same extent as though Tenant were the owner of the Leased Premises. Tenant acknowledges that the Leased Premises is assessed separately from the Airport for purposes of assessing property taxes, and that Tenant is responsible for paying all such personal property taxes or property taxes to Dakota County.

SECTION 12 **SERVICES AND UTILITIES**

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.

- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.
- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13
TENANT'S FINANCING

- 13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:
- (i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; and
 - (ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.
- 13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following:
- (i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;
 - (ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
 - (iii) The mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and
 - (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

SECTION 14

RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the right to remove from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.
- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

SECTION 15 **TENANT'S RIGHT TO SUBLEASE OR ASSIGN**

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:

- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
 - (ii) The proposed assignee or sublessee is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and
 - (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.
- 15.5 If Tenant desires to assign the Lease, Tenant shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16
QUIET ENJOYMENT

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right

to enter the Leased Premises and buildings thereon, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
- (iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the

work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten (10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.

- (v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (vi) Tenant is adjudicated bankrupt;
- (vii) A receiver or trustee of Tenant's property is appointed by any Court;
- (viii) Tenant makes a general assignment for the benefit of creditors;
- (ix) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (x) The Leased Premises is abandoned for a period of thirty (30) days.

18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:

- (i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney's fees; and
- (ii) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.

18.3 In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may:

- (i) Retain any payment(s) made by Tenant as provided in Section 4 *[for Rent]* prior to the termination of this Lease.
- (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

Landlord's waiver of any of the rights remedies, terms or conditions of this Lease on any occasion shall not constitute a waiver of any rights, remedies, terms or conditions with respect to any subsequent breach or default under the terms of this Lease.

SECTION 20
LEGAL COSTS

If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant's covenants hereunder, Landlord will be entitled to reimbursement of its reasonable attorneys' fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises.

SECTION 21
LIEN ON TENANT'S PROPERTY

As security for the payment to Landlord of all sums required to be paid by Tenant under the terms of this Lease, Tenant does hereby grant a lien upon and does mortgage to Landlord the buildings, structures and/or improvements located or to be located upon the Leased Premises at any time during the Term of this Lease, and does hereby authorize Landlord upon failure of Tenant to cure any default within the time provided for in Section 18, to take said property and sell and dispose of the same, to foreclose the lien hereby created in the manner provided by the laws of the State of Minnesota subject, however, to the lien of mortgages given by Tenant to finance the construction of the building to be constructed pursuant to this Lease, retaining such amount as shall pay any sums due and owing Landlord under the terms of this Lease, and any attorney's fees and expenses as may have been incurred in connection therewith, and returning the excess, if any, to Tenant. In the event of sale, Landlord may bid in and become the purchaser of the property sold under foreclosure hereunder.

SECTION 22 **CONDEMNATION**

If it shall be in the public interest, Landlord shall have the power to condemn any part or the entirety of the Leased Premises even though it is a party to the Lease. In the event Landlord receives notification of any condemnation proceedings affecting the Leased Premises, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.

SECTION 23 **DESTRUCTION OF LEASED PREMISES**

If the buildings on the Leased Premises are partially or completely destroyed, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 24 **LEASE AMENDMENTS**

- 24.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.
- 24.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 25
BINDING ON SUCCESSORS

Except as herein otherwise provided, all the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, assigns and subsidiaries of both Landlord and Tenant.

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 27
AIRCRAFT REGISTRATION

Tenant agrees that any aircraft that is based at, stored at or utilizes the Airport under this Lease shall be currently in compliance with the aircraft registration requirements set forth in Minnesota Statutes Chapter 360.

SECTION 28
APRON AND TAXIWAY

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:
- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
 - (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
 - (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;

- (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29
SIGNS

Tenant may erect suitable advertising signs on the Leased Premises to advertise Tenant's business, provided that the form, type, size and method of installation shall first be approved by Landlord.

SECTION 30
AVIATION FUEL

Tenant shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned by or exclusively leased to Tenant. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

- 31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

"The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and

enforce provisions requiring the contractor:

- (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32
HAZARDOUS SUBSTANCES

32.1 Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to “superfund” type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below) in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys’ fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

- (i) Death or bodily injury to any person;
- (ii) Structural damage to any property;

- (iii) Contamination of or detrimental effect upon the environment; or
- (iv) Violation of governmental laws, orders or regulations

as a result of or due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises.

- 32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.
- 32.3 As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.
- 32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33 **GENERAL PROVISIONS**

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.

- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.
- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34
NOTICES

- 34.1 All notices or communications required or permitted by this Lease must be written and may be given personally or sent by certified United States mail, postage prepaid, or overnight courier at the following addresses:

If to Landlord: Terminal Building
1725 Henry Avenue
South St. Paul, MN 55075
Attn: Airport Manager

If to Tenant: Horsager Associates Inc.
Thomas J. Horsager
11545 Avery Drive
Inver Grove Heights, MN 55077

Phone: 612-849-8047
Email: tj.horsager@comcast.net

- 34.2 Either party may change their address by providing written notice of the party's new

address to the other party.

SECTION 35
DATA PRACTICES ACT

Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

SECTION 36
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his/her/its own examination of this Lease, the counsel of her/her/its own advisors and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Leased Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

SECTION 37
CAPTIONS; TABLE OF CONTENTS

The table of contents and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

SECTION 38
COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 39
GOVERNING LAW

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.

SECTION 40
CONFLICT OF INTEREST

Tenant represents and warrants that no official, officer, or employee of Landlord has or will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

SECTION 41
MEMORANDUM OF LEASE

If either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form acceptable to both parties. The memorandum of lease may be recorded by either party at its expense in the appropriate land records office.

SECTION 42
THIRD PARTY BENEFICIARIES

Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased Premises and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.

SECTION 44
FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any such delay being called "unavoidable delay" in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45
NON-DISCRIMINATION

Tenant, Tenant's successors in interest and permitted assigns, as a part of the consideration hereof, do covenant and agree to the following as covenants running with the land:

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;
- (ii) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and
- (iii) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

SECTION 46
SEVERABILITY

If any provision of this Lease or the application thereof to either party or any circumstance is unenforceable to any extent, the remainder of this Lease and the application of such provision to the other party or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
HORSAGER ASSOCIATES INC.

By: _____
Name: James P. Francis
Title: Mayor

By: _____
Name: Thomas J. Horsager

Attest:

By: _____
Name: Christy M. Wilcox
Title: City Clerk

STATE OF MINNESOTA)

) ss.

Landlord Acknowledgment

COUNTY OF DAKOTA)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by James P. Francis and Christy Wilcox, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)

) ss.

Tenant Acknowledgment

COUNTY OF DAKOTA)

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Thomas J. Horsager of Horsager Associates Inc.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
January 1, 2017 – December 31, 2017	\$0.264	\$1,293.60
January 1, 2018 – December 31, 2018	\$0.272	\$1,332.80
January 1, 2019 – December 31, 2019	\$0.280	\$1,372.00
January 1, 2020 – December 31, 2020	\$0.288	\$1,411.20
January 1, 2021 – December 31, 2021	\$0.297	\$1,455.30
January 1, 2022 – December 31, 2022	\$0.306	\$1,499.40
January 1, 2023 – December 31, 2023	\$0.315	\$1,543.50
January 1, 2024 – December 31, 2024	\$0.324	\$1,587.60
January 1, 2025 – December 31, 2025	\$0.334	\$1,636.60
January 1, 2026 – December 31, 2026	\$0.344	\$1,685.60

EXHIBIT B

BUILDING STANDARDS POLICY

The City of South St Paul will require the following for hangar built in Airport Rearrangement 3rd, 4th and 5th Additions:

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

Wainscot- a minimum of 42 inches with a maximum of 48 inches

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

Wainscot, Soffit, Fascia, Overhangs and Trim- Evergreen, Vintage Burgundy, or
Slate Blue

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)

2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
 - (b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)

3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity

conducted with or benefiting from Federal assistance. This Provision obligates Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Tenant or any transferee for the longer of the following periods:

- (a) The period during which the Leased Premises is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the Airport sponsor or any transferee retains ownership or possession of the Leased Premises.

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, Section 520 – AC 150/5100-15A)

- 5. (/b) Tenant agrees that it practices nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in order to meet the sponsor's goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23 – AC 150/5100-15A)
- 6. (/b) Tenant agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises. (See the documents referenced for the above clauses)
- 7. (/b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a) – AC 150/5100-16A)
- 8. (/c) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)
- 9. (/c) Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. (FAA Order 5190.5A – AGL-600)

10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)
12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of _____* feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. (/d)** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

17. (/e) This Lease is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F. Tenant also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause those businesses to similarly include the statements in further agreements. (49 CFR Part 23, Subpart F)

Notes

- /a Mandatory in all leases/agreements if airport is obligated by a Federal Agreement since January 30, 1965.
- /b Mandatory in all leases/agreements for aeronautical services at airports subject to continuing obligations under FAAP/ADAP/AIP Agreements.
- /c Mandatory in all Use Agreements permitting aeronautical operations from adjoining non-airport property.
- /d Mandatory in all leases/agreements at airports acquired in whole or in part under Federal Surplus Property Transfer (unless the National Emergency Use Provision of the Surplus Transfer Document has been specifically released by the FAA).
- /e Mandatory in all complementary aeronautical activity leases/agreements executed after June 1, 1992.
- * Insert the number of feet mean sea level applicable to the most critical area of the parcel contained in this Lease in accordance with Part 77 of the Federal Aviation Regulations. If required, the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the discretion of the Sponsor.
- ** If the airport is not subject to the National Emergency Use Provision generally contained in Surplus Property Instruments of Disposal, Paragraph 15 above may be modified to exclude that portion of the provision, "or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency."



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-J

AGENDA ITEM: Approving Land Lease at Fleming Field with The Hangar Group

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2017-6 Approving Land Lease at Fleming Field with The Hangar Group

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 4, Block 13, Airport Rearrangement also known as 277 Foxtrot Lane in the East Hangar Area, with The Hangar Group on the approved lease form.

The lease is a commercial lease that allows for an aviation business to operate on the property and will allow The Hangar Group to sublet space to store aircraft. The lease is a 10-year lease with two additional 10-year renewals for a total of 30 years.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2017-6

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH THE HANGAR GROUP**

WHEREAS, The City Council has reviewed and considered a Lease for the Lot 4, Block 13, Airport Rearrangement (the "Lease");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, as follows:

1. That the forms, terms and provisions of the Leases and the transactions contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the Leases in the name and on behalf of the City in the form hereby approved.

Adopted this 3rd day of January, 2017.

City Clerk

**AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE – EAST SIDE]
[Commercial]**

**CITY OF SOUTH ST. PAUL
[Landlord]**

AND

THE HANGAR GROUP

[Tenant]

INDEX TO LEASE AGREEMENT

[Commercial]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the ____ of _____, 2017, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **The Hangar Group** (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

IN CONSIDERATION OF the mutual agreements herein expressed and for valuable consideration, the parties agree as follows:

SECTION 1 LEASE

- 1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following real property situated upon the South St. Paul Municipal Airport (“Airport”), a public Airport owned and operated by Landlord, located in the County of Dakota, State of Minnesota:

Lot 4, Block 13, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **4,900** total square feet.

- 1.2 Tenant shall have the privilege of using the public portions of the Airport, such as runways and other public facilities provided by Landlord, upon such terms and subject to the rules, regulations and charges for such use as they now exist or may hereafter be established by Landlord by ordinance, resolution or agreement with Tenant.
- 1.3 Tenant agrees that Tenant is leasing the Leased Premises on an “as-is,” “where is” and “with all faults” basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Leased Premises or the Airport. Landlord makes no warranty with respect to the Leased Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Leased Premises, or any part thereof.

SECTION 2 LEASE TERM

The term of this Lease (“Term”) shall be ten (10) years commencing on 1st day of January, 2017 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

- 3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of ten (10) years ("First Extended Term") from and after the expiration of the initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the initial Term of this Lease. Tenant shall also have an option to extend the First Extended Term of this Lease for an additional term of ten (10) years ("Second Extended Term") from and after the expiration of the First Extended Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the First Extended Term of this Lease. Each option to renew and each extended term is subject to the following terms and conditions:
- (i) No default exists in the performance by Tenant of any of the terms of this Lease;
 - (ii) Each extended term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road, or commercial without direct access to public road) and at the highest rental rate for the particular type of tenancy;
 - (iii) With respect to the Second Extended Term that the option for the First Extended Term has been exercised; and
 - (iv) That the Lease Term and any extension term shall not cause the Lease to continue for more than thirty (30) years from the Commencement Date of the Lease.

SECTION 4
RENT

- 4.1 During each year of this Lease, Tenant shall pay to Landlord **on or before March first of each year** an annual rent ("Rent") as provided in Exhibit A, attached hereto and incorporated herein by reference. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.
- 4.2 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent by March 1st of each year shall result in a late fee equal to \$50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.

- 4.3 The Annual Rent shall be adjusted upward as of the first day of March of each year (“Adjustment Date”) beginning in the second year of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as set forth in the attached Rent schedule on Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant’s particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the First Extended Term or the Second Extended Term.

SECTION 5
USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]

- Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
- Aircraft sales
- Aircraft repair
- Other (specify) _____

- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6
CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.

- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

- 7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord.
- 7.2 The construction of all improvements on the Leased Premises and the improvements themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.3 Before commencing any erection, rebuilding, enlargement, extension or any other improvement of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (i) The plans for such work;
 - (ii) The estimated cost of completing the work;
 - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
 - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord, naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.4 Tenant shall only proceed with the construction of an improvement to a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.5 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:
- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
 - (ii) Do or cause the work to be done in a good and workmanlike manner and to be

completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;

- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8 **BUILDING MAINTENANCE**

8.1 **OBLIGATIONS OF TENANT.** Tenant shall: Tenant, at Tenant's own cost and expense, shall take good care of the Leased Premises and shall repair, replace and maintain the buildings, structures and improvements located thereon and shall keep and maintain the same in good order and repair and in a clean and neat condition. Tenant shall not suffer or permit any waste or nuisance on the Leased Premises or anything thereon which interferes with the rights of other tenants or the Landlord in connection with the use of the Airport Leased Premises not leased to Tenant. Landlord shall not be required to repair, replace or maintain any buildings, structures or improvements on the Leased Premises.

SECTION 9 **INSURANCE**

9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form

satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.
- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

SECTION 10 **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage,

claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.

- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11 **PAYMENT OF TAXES AND OTHER CHARGES**

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand. Tenant recognizes and agrees that the word "taxes" as used in this Section includes any tax which may be imposed and required to be collected pursuant to Minnesota Statutes Section 272.01, subd. 2, or similar successor statute, for the privilege of using and possessing the Leased Premises, which are tax exempt, in the same amount and to the same extent as though Tenant were the owner of the Leased Premises. Tenant acknowledges that the Leased Premises is assessed separately from the Airport for purposes of assessing property taxes, and that Tenant is responsible for paying all such personal property taxes or property taxes to Dakota County.

SECTION 12 **SERVICES AND UTILITIES**

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.

- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.
- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13
TENANT'S FINANCING

- 13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:
- (i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; and
 - (ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.
- 13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following:
- (i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;
 - (ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
 - (iii) The mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and
 - (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

SECTION 14
RIGHT TO REMOVE BUILDING(S) AT END OF LEASE TERM

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the right to remove from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.
- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:

- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
 - (ii) The proposed assignee or sublessee is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and
 - (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.
- 15.5 If Tenant desires to assign the Lease, Tenant shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16
QUIET ENJOYMENT

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.

16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

Landlord shall properly maintain, operate and manage the Airport at all times in a safe manner consistent with generally accepted good practice in the State of Minnesota for airports of similar size and character. If, for any reason beyond the control of Landlord (including without limitation, war, strikes, riots or acts of God) Landlord shall fail to properly maintain, operate and manage the Airport, such failure shall not operate as a breach of this Lease or render Landlord liable for damages. This section shall not be construed to bind Landlord to operate a traffic control tower at the Airport, nor be construed to bind Landlord to maintain the Leased Premises.

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
- (iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event

of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten (10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.

- (v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (vi) Tenant is adjudicated bankrupt;
- (vii) A receiver or trustee of Tenant's property is appointed by any Court;
- (viii) Tenant makes a general assignment for the benefit of creditors;
- (ix) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (x) The Leased Premises is abandoned for a period of thirty (30) days.

18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:

- (i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney's fees; and
- (ii) Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.

18.3 In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth in Paragraph 18.2, Landlord shall have the immediate right and option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Lease as a result of Tenant's default, Landlord may:

- (i) Retain any payment(s) made by Tenant as provided in Section 4 *[for Rent]* prior to the termination of this Lease.
- (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

Landlord's waiver of any of the rights remedies, terms or conditions of this Lease on any occasion shall not constitute a waiver of any rights, remedies, terms or conditions with respect to any subsequent breach or default under the terms of this Lease.

SECTION 20
LEGAL COSTS

If Landlord incurs any costs to collect or recover any amount due or to become due under this Lease or to recover possession of the Leased Premises or files suit upon Tenant for the collection of any amount due or to become due or the recovery of possession of the Leased Premises or the enforcement of any of Tenant's covenants hereunder, Landlord will be entitled to reimbursement of its reasonable attorneys' fees and costs where Landlord is successful in its efforts for the collection of any amounts due or the recovery of possession of the Leased Premises.

SECTION 21
LIEN ON TENANT'S PROPERTY

As security for the payment to Landlord of all sums required to be paid by Tenant under the terms of this Lease, Tenant does hereby grant a lien upon and does mortgage to Landlord the buildings, structures and/or improvements located or to be located upon the Leased Premises at any time during the Term of this Lease, and does hereby authorize Landlord upon failure of Tenant to cure any default within the time provided for in Section 18, to take said property and sell and dispose of the same, to foreclose the lien hereby created in the manner provided by the laws of the State of Minnesota subject, however, to the lien of mortgages given by Tenant to finance the construction of the building to be constructed pursuant to this Lease, retaining such amount as shall pay any sums due and owing Landlord under the terms of this Lease, and any attorney's fees and expenses as may have been incurred in connection therewith, and returning the excess, if any, to Tenant. In the event of sale, Landlord may bid in and become the purchaser of the property sold under foreclosure hereunder.

SECTION 22 **CONDEMNATION**

If it shall be in the public interest, Landlord shall have the power to condemn any part or the entirety of the Leased Premises even though it is a party to the Lease. In the event Landlord receives notification of any condemnation proceedings affecting the Leased Premises, Landlord will provide notice of the proceeding to Tenant within fifteen (15) days. If a condemning authority takes all or any part of the Leased Premises as part of a taking or condemnation action, this Lease will automatically terminate as of the day of the taking or condemnation. Tenant waives any and all claim to any portion of a condemnation award awarded to Landlord.

SECTION 23 **DESTRUCTION OF LEASED PREMISES**

If the buildings on the Leased Premises are partially or completely destroyed, either Landlord or Tenant shall have the right to terminate this Lease upon thirty (30) days written notice to the other party.

SECTION 24 **LEASE AMENDMENTS**

- 24.1 Any of the terms of this Lease may be amended upon the mutual agreement, in writing, of Landlord and Tenant, which must be executed with the same formalities as this instrument.

- 24.2 This Lease is subject to the approval of federal and state agencies. The parties agree to modify this Lease as may be necessary to obtain approval by any federal or state agencies, provided, however, that such modification does not substantially change the Term, Rent or area leased. If the modification would substantially change the Term, Rent or area leased, either party may terminate this Lease by written notice to the other party.

SECTION 25
BINDING ON SUCCESSORS

Except as herein otherwise provided, all the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the legal representatives, successors, assigns and subsidiaries of both Landlord and Tenant.

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

Nothing herein shall be construed to prevent Landlord from making such commitments as it desires to the Federal Government or to the State of Minnesota in order to qualify for the expenditure of federal or state funds on the Airport.

SECTION 27
AIRCRAFT REGISTRATION

Tenant agrees that any aircraft that is based at, stored at or utilizes the Airport under this Lease shall be currently in compliance with the aircraft registration requirements set forth in Minnesota Statutes Chapter 360.

SECTION 28
APRON AND TAXIWAY

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:
- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
 - (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
 - (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;

- (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29
SIGNS

Tenant may erect suitable advertising signs on the Leased Premises to advertise Tenant's business, provided that the form, type, size and method of installation shall first be approved by Landlord.

SECTION 30
AVIATION FUEL

Tenant shall not have the right to sell, dispense, give or transfer aviation fuel, except to fuel aircraft owned by or exclusively leased to Tenant. There shall be no storage of flammable materials, liquids or fuels in open containers in or upon the Leased Premises.

SECTION 31
LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

- 31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

"The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and

enforce provisions requiring the contractor:

- (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32
HAZARDOUS SUBSTANCES

32.1 Tenant shall take no act or allow any act to be taken that will subject the Leased Premises to “superfund” type liens or claims by regulatory agencies or other entities arising from the actual or threatened release, deposit or existence of hazardous substances (defined below) in, on or about the Leased Premises. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, penalties, forfeitures, suits or liabilities of any type or nature (including cost of defense, settlement and reasonable attorneys’ fees) incurred by Landlord hereafter or for which Landlord shall become responsible for or pay as a result of any or all of the following:

- (i) Death or bodily injury to any person;
- (ii) Structural damage to any property;

- (iii) Contamination of or detrimental effect upon the environment; or
- (iv) Violation of governmental laws, orders or regulations

as a result of or due to the actual or threatened release of hazardous substances claimed or alleged to have been deposited, stored, disposed of, placed or otherwise located in, on or about the Leased Premises.

- 32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.
- 32.3 As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.
- 32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33
GENERAL PROVISIONS

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.

- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.
- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34
NOTICES

- 34.1 All notices or communications required or permitted by this Lease must be written and may be given personally or sent by certified United States mail, postage prepaid, or overnight courier at the following addresses:

If to Landlord: Terminal Building
1725 Henry Avenue
South St. Paul, MN 55075
Attn: Airport Manager

If to Tenant: The Hangar Group
PO Box 1282
Bursville, MN 55337

Phone: 952-454-2859
Email: john.quilling@gmail.com

- 34.2 Either party may change their address by providing written notice of the party's new address to the other party.

SECTION 35
DATA PRACTICES ACT

Information supplied by Tenant to Landlord is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"). Such information shall become public unless it falls into one of the exceptions of the Act. Tenant shall notify Landlord in writing of any data Tenant believes is classified as non-public.

SECTION 36
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his/her/its own examination of this Lease, the counsel of her/her/its own advisors and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Leased Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

SECTION 37
CAPTIONS; TABLE OF CONTENTS

The table of contents and the captions of the various sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

SECTION 38
COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

SECTION 39
GOVERNING LAW

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.

SECTION 40
CONFLICT OF INTEREST

Tenant represents and warrants that no official, officer, or employee of Landlord has or

will have any interest, direct or indirect, in this Lease or the transactions contemplated by it.

SECTION 41
MEMORANDUM OF LEASE

If either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form acceptable to both parties. The memorandum of lease may be recorded by either party at its expense in the appropriate land records office.

SECTION 42
THIRD PARTY BENEFICIARIES

Neither this Lease nor any provision of it shall create any right in favor of or impose any obligation upon any person or entity other than the parties to this Lease and their respective successors and permitted assigns.

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased Premises and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.

SECTION 44
FORCE MAJEURE

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party (any such delay being called "unavoidable delay" in this Lease), provided however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

SECTION 45
NON-DISCRIMINATION

Tenant, Tenant's successors in interest and permitted assigns, as a part of the consideration hereof, do covenant and agree to the following as covenants running with the land:

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;
- (ii) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination on the grounds of race, sex, color, creed or national origin; and
- (iii) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and said Regulations as may be amended. In the event of a breach of any of the above nondiscrimination covenants, Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises, and hold the same as if said Lease had never been made or issued.

SECTION 46
SEVERABILITY

If any provision of this Lease or the application thereof to either party or any circumstance is unenforceable to any extent, the remainder of this Lease and the application of such provision to the other party or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Lease, or caused it to be executed by their or its duly authorized representative(s), as of the day and year first above written.

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
THE HANGAR GROUP

By: _____
Name: James P. Francis
Title: Mayor

By: _____
Name: John Quilling

Attest:

By: _____
Name: Christy M. Wilcox
Title: City Clerk

STATE OF MINNESOTA)

) ss.

Landlord Acknowledgment

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by James P. Francis and Christy Wilcox, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)

) ss.

Tenant Acknowledgment

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by John Quilling of The Hangar Group.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
January 1, 2017 – December 31, 2017	0.343	\$1,680.70
January 1, 2018 – December 31, 2018	0.353	\$1,729.70
January 1, 2019 – December 31, 2019	0.364	\$1,783.60
January 1, 2020 – December 31, 2020	0.375	\$1,837.50
January 1, 2021 – December 31, 2021	0.386	\$1,891.40
January 1, 2022 – December 31, 2022	0.398	\$1,950.20
January 1, 2023 – December 31, 2023	0.410	\$2,009.00
January 1, 2024 – December 31, 2024	0.422	\$2,067.80
January 1, 2025 – December 31, 2025	0.435	\$2,131.50
January 1, 2026 – December 31, 2026	0.448	\$2,195.20

EXHIBIT B

BUILDING STANDARDS POLICY

The City of South St Paul will require the following for hangar built in Airport Rearrangement 3rd, 4th and 5th Additions:

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

Wainscot- a minimum of 42 inches with a maximum of 48 inches

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

Wainscot, Soffit, Fascia, Overhangs and Trim- Evergreen, Vintage Burgundy, or
Slate Blue

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)

2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;

 - (b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

 - (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)

3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity

conducted with or benefiting from Federal assistance. This Provision obligates Tenant or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates Tenant or any transferee for the longer of the following periods:

- (a) The period during which the Leased Premises is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the Airport sponsor or any transferee retains ownership or possession of the Leased Premises.

In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, Section 520 – AC 150/5100-15A)

- 5. (/b) Tenant agrees that it practices nondiscrimination in their activities and will provide DBE participation in their leases as required by the sponsor, in order to meet the sponsor's goals, or required by the FAA in order to obtain an exemption from the prohibition against Long-term exclusive leases. (49 CFR Part 23 – AC 150/5100-15A)
- 6. (/b) Tenant agrees that it shall insert the above five provisions in any lease (agreement, contract, etc.) by which Tenant grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Leased Premises. (See the documents referenced for the above clauses)
- 7. (/b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Landlord reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 Section 308(a) – AC 150/5100-16A)
- 8. (/c) Landlord reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)
- 9. (/c) Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. (FAA Order 5190.5A – AGL-600)

10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)
12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of _____* feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. (/d)** This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

17. (/e) This Lease is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, Subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F. Tenant also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause those businesses to similarly include the statements in further agreements. (49 CFR Part 23, Subpart F)

Notes

- /a Mandatory in all leases/agreements if airport is obligated by a Federal Agreement since January 30, 1965.
- /b Mandatory in all leases/agreements for aeronautical services at airports subject to continuing obligations under FAAP/ADAP/AIP Agreements.
- /c Mandatory in all Use Agreements permitting aeronautical operations from adjoining non-airport property.
- /d Mandatory in all leases/agreements at airports acquired in whole or in part under Federal Surplus Property Transfer (unless the National Emergency Use Provision of the Surplus Transfer Document has been specifically released by the FAA).
- /e Mandatory in all complementary aeronautical activity leases/agreements executed after June 1, 1992.
- * Insert the number of feet mean sea level applicable to the most critical area of the parcel contained in this Lease in accordance with Part 77 of the Federal Aviation Regulations. If required, the area of a lease may be subdivided as shown on a property map to provide more than one height limitation, or more restrictive height limitations may be imposed at the discretion of the Sponsor.
- ** If the airport is not subject to the National Emergency Use Provision generally contained in Surplus Property Instruments of Disposal, Paragraph 15 above may be modified to exclude that portion of the provision, "or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency."



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-K

AGENDA ITEM: 2016 Alley Catch Basins Project Final Compensating Change Order No. 1

ACTION TO BE CONSIDERED:

Motion to approve Final Compensating Change Order No. 1 for an increase of \$18,544.12 to the original contract amount of \$75,171.80 with Didion Contracting for Alley Catch Basins (Project No. 2016-014) project, resulting in a final contract amount of \$93,715.92.

OVERVIEW:

On June 6, 2016, the City Council awarded the 2016-014 Alley Catch Basin project to Didion Contracting. The work was completed this summer and fall. Based on discussions with the public works and engineering staff the contractor was requested to remove and replace an additional alley catch basin that was in poor repair adjacent to the project areas. This resulted in additional structure and pavement removals and replacement. In addition, a number of issues needed to be corrected at the Pleasant Avenue alley that was constructed in 2012. The storm sewer trench settled under the concrete alley leaving hollow sections under the pavement and many of the concrete alley panels and concrete curbing was experiencing severe scaling and deterioration from improper finishing techniques. The 2012 contract was closed out. Staff was requested to include these repairs in the 2016 Alley Improvements. The change order reflects actual as constructed quantities resulting in a \$18,544.12 cost increase to the project. Quantities and the pay estimate have been adjusted and agreed with the Engineering Staff and the Contractor.

RECOMMENDATION:

Staff recommends the City Council consider approving Final Compensating Change Order No. 1 in the amount of \$18,544.12 for a total contract amount of \$93,715.92 to Didion Contracting.

SOURCE OF FUNDS:

Sufficient funds are available from a combination of sewer, and storm sewer enterprise funds.

**CITY OF SOUTH ST. PAUL
125 THIRD AVENUE NORTH, SOUTH ST. PAUL, MINNESOTA 55075**

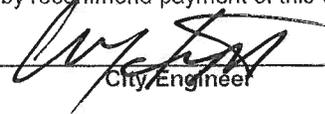
EST. VOUCHER NO. 3 - Final
 FUND NUMBERS: 50610-6371-201614

FOR PERIOD ENDING: 11/30/2016
 CLASS OF WORK: Alley Catch Basins
 LOCATION OF WORK: Various Locations
 THE CITY OF SOUTH ST. PAUL TO: Didion Contracting
 ADDRESS: 16670 Franklin Trail South East
 Prior Lake, MN 55372

DATE OF CONTRACT: 5/26/2016

A	Original Contract Amount	\$75,171.80	
B	Total Additions-	\$18,544.12	
C	Total Deductions-	\$0.00	
D	Total Funds Encumbered		\$93,715.92
E	Total Value of Work Certified to Date	\$93,715.92	
F	Less Retained Percentage: 0%	\$0.00	
G	Less Total Previous Payments	\$75,709.70	
H	Approved for Payment, This Report	\$18,006.22	
I	Total Payments Including this Voucher		\$93,715.92
J	Balance Carried Forward		\$0.00

This is to certify that the items of work shown in the Statement of Work Certified herein have been actually furnished for and that the total work is 100.00 % completed as of 11/30/2016 . I hereby recommend payment of this voucher.

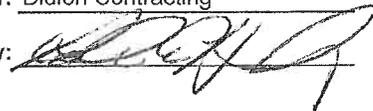


 City Engineer

 This is to certify that to the best of my knowledge, information and belief, the quantities and values of work certified herein

Date: 12-20-16

Contractor: Didion Contracting

Signed by: 

Voucher Checked By: _____

Payment Mailed by: _____

Mark Hodel

Date: _____

Date: _____

CONSTRUCTION REPORT AND MONTHLY ESTIMATE

PROJECT NO.: 2016-014
 CONTRACTOR: Didion Contracting
 DATE OF CONTRACT: 5/26/2016

DATE: 11/30/2016
 ESTIMATE: 3 - Final
 3 Final 124.67%

STATEMENT OF WORK PERFORMED

ITEM #	SPEC #	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	TOTAL	QUANTITY	AMOUNT
1	2021.501	MOBILIZATION	LS	1	\$9,000.00	\$ 9,000.00	1.00	\$9,000.00
2	2104.505	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	25	\$10.00	\$ 250.00		
3	2104.505	REMOVE 6" CONCRETE PAVEMENT	SY	110	\$15.00	\$ 1,650.00	158.00	\$2,370.00
4	2104.501	REMOVE CATCH BASIN	EA	6	\$675.00	\$ 4,050.00	7.00	\$4,725.00
5	2104.503	SAWING CONCRETE PAVEMENT	LF	48	\$10.00	\$ 480.00	175.00	\$1,750.00
6	2104.503	SAWING BITUMINOUS PAVEMENT	LF	125	\$5.00	\$ 625.00		
7	2104.509	COMMON EXCAVATION (EV),(P)	CY	40	\$22.00	\$ 880.00	54.00	\$1,188.00
8	2104.509	SELECT GRANULAR BORROW (CV)	CY	20	\$32.00	\$ 640.00		
9	2104.509	AGGREGATE BASE CLASS 5	TON	40	\$38.00	\$ 1,520.00	51.09	\$1,941.42
10	2104.511	TEMPORARY ACCESS AGG. BASE CLASS 5	TON	15	\$38.00	\$ 570.00		
11	2104.513	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	SY	5	\$300.00	\$ 1,500.00		
12	2105.501	CONNECT TO EXISTING STORM SEWER	EA	8	\$1,500.00	\$ 12,000.00	9.00	\$13,500.00
13	2105.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	EA	6	\$3,500.00	\$ 21,000.00	7.00	\$24,500.00
14	2105.604	F & I CASTING ASSEMBLY	EA	6	\$750.00	\$ 4,500.00	7.00	\$5,250.00
15	2118.501	6" CONCRETE PAVEMENT (HIGH EARLY)	SY	110	\$110.00	\$ 12,100.00	158.00	\$17,380.00
16	2123.61	TRAFFIC CONTROL	LS	1	\$3,500.00	\$ 3,500.00	1.00	\$3,500.00
17	2130.501	SEEDING	AC	0.2	\$4,000.00	\$ 800.00	0.10	\$400.00
18	2211.501	EROSION CONTROL BLANKET CATEGORY 4	SY	12	\$8.90	\$ 106.80	25.00	\$222.50
CHANGE ORDERS						\$ 75,065.00		\$ 85,504.42
19	No. 1	MUD JACKING AT PLEASANT ALLEY & CURB REPAIR	LS	1	\$8,211.50	\$ 8,211.50	1.00	\$8,211.50
TOTAL CONSTRUCTION COST						\$ 75,171.80		\$ 93,715.92

FINAL COMPENSATING CHANGE ORDER NO. 1

City Project No. 2016-014 Date: 11/30/16
Name of Project: Mill & Overlay Street Project Original Agmnt. Date: 05/26/16
Owner: City of South St. Paul
Contractor: Didion Contracting

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE: \$75,171.80

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: N/A

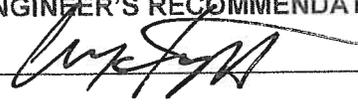
The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$18,544.12

The new CONTRACT PRICE including this CHANGE ORDER will be: \$93,715.92

The CONTRACT TIME will be increased/decreased by 0 calendar days.

The date for completion of all work will be 11/30/2016

CITY ENGINEER'S RECOMMENDATION:

By: 
Date: _____

OWNER'S ORDER:

By: _____
Date: _____

CONTRACTOR'S ACCEPTANCE:

By: 
Date: 12-21-16

The Justification for this CHANGE ORDER is attached.

2016-014 Final Compensating Change Order #1 Justification

Change Order #1 is a final compensating change order for the 2016-014 Project. The project has been completed. The compensating change order adds and subtracts the used portion of the as bid quantities to calculate the project quantities.

The attached table shows the AS-BID and AS-BUILT description and quantities for each of the bid items. Based on discussions with the public works and engineering staff the contractor was requested to remove and replace an additional alley catch basin that was in poor repair adjacent to the project areas. This resulted in additional structure and pavement removals and replacement. In addition, a number of issues needed to be corrected at the Pleasant Avenue alley that was constructed in 2012. The storm sewer trench settled under the concrete alley leaving hollow sections under the pavement and many of the concrete alley panels and concrete curbing was experiencing severe scaling and deterioration from improper finishing techniques. The 2012 contract was closed out. Staff was requested to include these repairs in the 2016 Alley Improvements. The change order reflects actual as constructed quantities resulting in a \$18,544.12 cost increase to the project.



CITY COUNCIL AGENDA REPORT

DATE: January 3, 2017

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-L

AGENDA ITEM: Fill Permit Renewal – South St. Paul Rod & Gun Club

ACTION TO BE CONSIDERED:

Motion to approve the renewal of the fill permit for South St. Paul Rod & Gun Club which expired December 31, 2016.

OVERVIEW:

The current fill permit for Frattalone's Companies at SSP Rod & Gun Club expired December 31, 2016. The permit was originally issued in 2015. This renewal would cover January 1, 2017 through December 31, 2017. Any changes to the plans for this fill permit would require a new permit.

SOURCE OF FUNDS:

N/A



CITY COUNCIL AGENDA REPORT

DATE: JANUARY 3, 2017

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-M

AGENDA ITEM: Fill Permit Renewal - 587 Verderosa Avenue

ACTION TO BE CONSIDERED:

Motion to approve the renewal of the fill permit for the 2-acres of the 6.81-acre site on 587 Verderosa Avenue for Danner which expired December 31, 2016.

OVERVIEW:

The current fill permit for Danner at 587 Verderosa site expired December 31, 2016. The current permit was originally issued on December 5, 2016. All fill permits expire on December 31st of each year. This renewal would cover January 1, 2017 through December 31, 2017.

SOURCE OF FUNDS:

No fiscal impact.



CITY COUNCIL AGENDA REPORT

DATE: January 3, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-N

AGENDA ITEM: Fill Permit Renewal – Frattalone’s Dawnway, LLLP

ACTION TO BE CONSIDERED:

Motion to approve the renewal of the fill permit for Frattalone’s Dawnway which expired December 31, 2016.

OVERVIEW:

The current fill permit for the Dawnway Demolition Landfill site expired December 31, 2016. The permit was originally issued in December of 1985 to A. Kamish and Sons. Council approved the ownership change to Carl Bolander and Sons on June 5, 2000, and the ownership change to Frattalone Companies, Inc. on October 1, 2007. This renewal would cover January 1, 2017 through December 31, 2017.

SOURCE OF FUNDS:

N/A



City Council Report

Date: January 3, 2017

Department: Administration

Administrator: SP/SA

9-A

Agenda Item: Appointment of Acting Mayor for 2017

Action to be considered:

Motion to appoint Acting Mayor for calendar year 2017.

Overview:

Section 3.15 of the City Charter for South St. Paul provides for the appointment of an “Acting Mayor”, who serves in “the event of the vacancy, absence from the city, inability of the mayor to perform the duties of the office due to sickness or other cause.”

Section 3.15 also provides that the Acting Mayor is selected, as follows:

After each general city election or when otherwise required, the city council shall at the first meeting of the council, choose one member of the city council to serve as acting mayor.

Council member Tom Seaberg currently holds the designation of Acting Mayor. The City Council can either reaffirm Council member Seaberg’s appointment for 2017, or can appoint another Council member as Acting Mayor for 2017.

Source of Funds:

N/A