



City of South St. Paul

COUNCIL AGENDA

Monday, February 1, 2016

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. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

6. CITIZEN'S COMMENTS *(Comments are limited to 3 minutes in length.)*

7. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

A. City Council Meeting Minutes of January 19, 2016

B. Accounts Payable

C. Business Licenses

D. Approving Leases at Fleming Field with Wipaire, Inc.

E. Approve Arbitrage Monitoring Services Agreement with Ehlers & Associates

F. Approve purchase of a Bobcat Skid-Steer Loader from Tri-State Bobcat

G. Accepting Donation from Longcheng Inc.

H. Amendment to Memorandum of Lease Amendment No. 1 at 1028 Wilde Ave – T-Mobile

I. 2015-005 & 007 Final Compensating Change Order No. 1

- J. Minor Lot Subdivision – 152 3rd Avenue South
- K. Granting a Right of Way Easement - Lots 16-17, Block 12, Hepburn Park Addition
- L. Approving Consultant Odor Services Contract

9. PUBLIC HEARINGS:

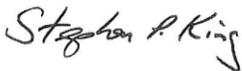
10. GENERAL BUSINESS:

- ~~A. First Reading – An Ordinance Amending South St. Paul City Code Chapter 30 Article _____ II Division 2 of the Fire Prevention Code Adding Fire Inspection Fees
Removed~~
- B. Second Reading – Residential Rental Housing
- C. Adoption of the Final Concept Plan for Southview Boulevard
- D. Joint Powers Agreement - Dakota County for Southview Boulevard/3rd Avenue South – Final Design & Construction
- E. Approve Plans & Specifications and Call for Bids for Oak Park Street Projects Phase 3

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

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

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

ROLL CALL:

Present, Mayor Baumann
Councilmembers Flatley, Hansen, Niederkorn,
Podgorski, Seaberg

Absent, Councilmember Rothecker

Also Present, City Administrator, Steve King
City Attorney, Kori Land
City Engineer, John Sachi
City Clerk, Christy Wilcox
City Planner, Peter Hellegers

5) Presentations

There were no presentations.

6) Citizens' Comments

There were no citizen comments.

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 6 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 January 4, 2016
2. Resolution No. 2016-16, approving accounts payable
3. Resolution NO. 2016-2, Community Development Block Grant Application
4. Resolution No. 2016-6, adopting Data Practices Policy for Members of the Public and for Data Subjects
5. Renewal of Fill Permit for Frattlone's Dawnway to cover January 1, 2016 through December 31, 2016
6. Resolution No. 2016-5, accepting Minnesota Department of Public Safety, Office of Traffic Safety Grant Funding

7. Business Licenses
8. Resolution No. 2016-7, concurring with the issuance of a lawful gambling exemption for Holy Trinity Parish
9. Purchase by the Police Department of ten (10) Automated External Defibrillators (AED) at a total cost of \$14,508.00 using Capital Improvement Plan (CIP) funding and Undesignated Donation Fund
10. Submission of 2015 Pay Equity Report to the Minnesota Department of Management and Budget
11. Approve Doug Woog Arena Facility Maintenance and Operation job description and authorize staff to begin the recruitment process to fill the position
12. Approve the 2016-2018 Supervisory Association bargaining unit contract and authorize execution of contract terms effective January 1, 2016
13. Approve salary scale adjustments for non-union staff members
14. 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 \$209,999.00
15. Resolution No. 2016-10, accepting funds for the Every Child Should Receive a New Book Campaign
16. Approve 2016-2018 AFSCME Local 2535 bargaining unit contract and authorize execution of contract terms effective January 1, 2016
17. Purchase of hardware, software and related equipment to create a virtual server environment
18. Authorize the scheduled purchase of a replacement IP Telephone System using the LOGIS service as discussed at the January 11, 2016, work session meeting
19. Authorize scheduled purchase of replacement computers and related equipment
20. Approve the revised Time-of-Sale Housing Evaluator's Ethic and Standards and the revised Rental Housing Evaluator Guidelines dated January 19, 2016
21. Resolution No. 2016-11, accepting Grants and Gifts from Greg Niederkorn and Dan Niederkorn for a flat panel television and picnic table
22. Resolution No. 2016-12, accepting Grants and Gifts from George White/Secure All Plus for televisions to be used in the lobby

Motion carried 6 ayes/0 nays

10a) Plans & Specifications and Call for Bids – Project 2016-010 Sanitary Sewer Relining

Moved by Hansen/Niederkorn

MOVED: To adopt Resolution No. 2016-8, approving the plans and specifications for 2016-010, Sanitary Sewer Relining and ordering advertisement for bids.

Motion carried 6 ayes/0 nays

10b) Plans & Specifications and Call for Bids – Project 2016-013 BridgePoint Court

Moved by Flatley/Seaberg

MOVED: To adopt Resolution No. 2016-9, approving the plans and specifications for 2015-13 BridgePoint Court and ordering advertisement for bids.

Motion carried 6 ayes/0 nays

10c) Site Plan Review – 455 Hardman Avenue South (Bonfe)

Moved by Niederkorn/Hansen

MOVED: To adopt Resolution No, 2016-14, approving a site plan for an office-light industrial building at 455 Hardman Avenue South.

Motion carried 6 ayes/0 nays

10d) Signage Variances – 141 6th Street South (Doug Woog Arena)

Moved by Flatley/Seaberg

MOVED: To adopt Resolution No. 2016-15, approving signage variances for the property at 141 6th Street South.

Motion carried 6 ayes/0 nays

10e) First Reading – Amendment to Backyard Chicken Regulations

Councilmember Hansen introduced the following proposed ordinance for its first reading:

AN ORDINANCE AMENDING CHAPTER 15 OF THE SOUTH ST. PAUL CITY CODE RELATING TO RAISING OF CHICKENS ON RESIDENTIAL PROPERTIES WITHIN THE CITY

10f) First Reading – R-2 Zoning Amendment

Councilmember Niederkorn introduced the following proposed ordinance for its first reading:

AN ORDINANCE AMENDING CHAPTER 118 OF THE SOUTH ST. PAUL CITY CODE RELATING TO THE R-2: SINGLE AND TWO FAMILY RESIDENCE DISTRICT

11) Adjournment

Moved by Seaberg/Niederkorn

MOVED: That the meeting of the City Council adjourn at 7:38 p.m.

Motion carried 6 ayes/0 nays

Approved: February 1, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

DEPARTMENT: Finance

ADMINISTRATOR: SPIC

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-024 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. 2016-024

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:	
121315-121426	\$ 592,226.63
2016016-2016037	<u>\$ 1,662,218.25</u>
Total	\$ 2,254,444.88

Adopted this 1st day of February, 2016.

Christy Wilcox, City Clerk

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

1/1/2016 - 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121315	1/22/2016		3867 BARR ENGINEERING COMPANY							
		24,942.50	PS 2 ENG LEVEE EXT		35622	23191213.00-15	40402.6530	201314	IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>24,942.50</u>								
121316	1/22/2016		3632 BOLTON & MENK, INC.							
		7,971.76	OBSTRUCTION REMOVAL/AIRPORT		35643	0186302	40404.6371	201511	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		15,402.45	APRON RECONSTRUCTION		35644	0186281	40404.6302	201415	PROFESSIONAL SERVICES	AIRPORT CAPITAL FUND
		<u>23,374.21</u>								
121317	1/22/2016		1125 BONUS BUILDING CARE IN MINNEAPOLIS							
		725.00	CLEANING SERVICE JANUARY/LIB		35645	601018002-31	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		<u>725.00</u>								
121318	1/22/2016		3615 CAMPBELL KNUTSON, P.A.							
		166.14	CRIMINAL PROSECUTION		35652	12/31/2015	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		<u>166.14</u>								
121319	1/22/2016		1173 CDW GOVERNMENT INC							
		855.69	CABLE TESTER		35646	BQD2442	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		720.74	SPAM FILTER RENEWAL		35647	BQF1369	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		<u>1,576.43</u>								
121320	1/22/2016		2287 CENTURYLINK							
		109.71	WIRE LEASE JANUARY		35664	612 E12-5630 229 1/1/2016	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRE LEASE JANUARY		35665	612 E12-5631 630 1/1/2016	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>219.42</u>								
121321	1/22/2016		4598 CITY OF INVER GROVE HEIGHTS							
		20.71	MN CAP STORMWATER FEE		35623	05-20217-01	20245.6385		UTILITY SERVICE	AIRPORT
		17.93	SPECTRUM STORMWATER FEE		35624	05-20219-01	20245.6385		UTILITY SERVICE	AIRPORT
		27.90	AIRPORT STORMWATER FEE		35625	05-21535-00	20245.6385		UTILITY SERVICE	AIRPORT
		6.20	AIRPORT STORMWATER FEE		35626	05-20223-01	20245.6385		UTILITY SERVICE	AIRPORT
		44.76	AIRPORT STORMWATER FEE		35627	05-20201-01	20245.6385		UTILITY SERVICE	AIRPORT
		7.69	AIRPORT STORMWATER FEE		35628	05-20203-01	20245.6385		UTILITY SERVICE	AIRPORT
		156.36	AIRPORT STORMWATER FEE		35629	05-20213-01	20245.6385		UTILITY SERVICE	AIRPORT
		16.93	AIRPORT STORMWATER FEE		35630	05-20215-01	20245.6385		UTILITY SERVICE	AIRPORT
		6.20	AIRPORT STORMWATER FEE		35632	05-20205-01	20245.6385		UTILITY SERVICE	AIRPORT
		6.20	AIRPORT STORMWATER FEE		35633	0520207-01	20245.6385		UTILITY SERVICE	AIRPORT
		6.20	AIRPORT STORMWATER FEE		35634	05-20209-01	20245.6385		UTILITY SERVICE	AIRPORT

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

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121321	1/22/2016		4598 CITY OF INVER GROVE HEIGHTS						Continued...	
		6.20	AIRPORT STORMWATER FEE		35635	05-20211-01	20245.6385		UTILITY SERVICE	AIRPORT
		6.20	AIRPORT STORMWATER FEE		35636	05-20221-01	20245.6385		UTILITY SERVICE	AIRPORT
		<u>329.48</u>								
121322	1/22/2016		2884 COMCAST							
		154.35	INTERNET SERVICE/AIRPORT		35648	877210595026544	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
						3 1/3/16				
		<u>154.35</u>								
121323	1/22/2016		5792 CORPORATE MARK, INC							
		153.00	INDIVIDUAL # ON EACH LINER		35674	421624	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>153.00</u>								
121325	1/22/2016		4630 DEERING, EDIE							
		16.96	CSCC PARTIAL REFUND/ACH PYMT		35649	1/1/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		<u>16.96</u>								
121326	1/22/2016		1309 DOWNTOWNER CAR WASH							
		168.99	DETAIL OLD POLICE CSO TRUCK		35705	151201	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>168.99</u>								
121327	1/22/2016		5793 FACILITYDUDE.COM							
		6,202.36	WORKORDER SYSTEM RENEWAL		35650	R-105130	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>6,202.36</u>								
121328	1/22/2016		5669 FIRST-SHRED							
		36.60	MONTHLY SHREDDING		35683	171838	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>36.60</u>								
121329	1/22/2016		5874 FRANCIS, JAMES							
		47.00	REFUND OVERPAYMENT ONLINE		35684	9877	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>47.00</u>								
121330	1/22/2016		1440 FREEDOM SERVICES INC							
		385.25			35720	0120161543443	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>385.25</u>								
121331	1/22/2016		1560 HEALTHPARTNERS							
		95,221.04	HEALTH PREMIUMS FEB 2016		35667	63482740	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		9.07-	RETRO ADJUSTMENTS		35667	63482740	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND

Council Check Register by GL
Council Check Register and Summary

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121331	1/22/2016		1560 HEALTHPARTNERS						Continued...	
		1,100.10	DENTAL PREMIUMS		35667	63482740	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.58-	HEALTH PREMIUMS FEB 2016		35667	63482740	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>96,300.49</u>								
121332	1/22/2016		1601 HONEYWELL INTERNATIONAL INC.							
		1,289.81	LIBRARY MAINT CHG 2/1-4/30/16		35651	5235054878	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		7,308.90	ARENA MAINT CHG 2/1-4/30/16		35651	5235054878	20243.6396		HVAC CONTRACTUAL MAINT	DOUG WOOG ARENA
		<u>8,598.71</u>								
121333	1/22/2016		1650 INGRAM LIBRARY SERVICES							
		56.70	ADULT NON FICTION BOOK		35807	91029678	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>56.70</u>								
121334	1/22/2016		1724 KEEPRS, INC.							
		164.99	SIGHTS AND SIGHTS TOOL		35669	297413	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		70.58	HOLSTER/DUAL CARRY II		35669	297413	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		4,044.00	AMMUNITION		35670	296773	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		199.96	CARGO PANTS		35671	295374	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		142.96	MOCKS/LEGGINGS/PISTOL GRIP		35672	296787	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		323.95	TLR-2 LIGHT		35673	291928-80	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		323.95	TRL-2 LIGHTS		35673	291928-80	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		951.00-	CREDIT HOLSTER/LIGHT RETURN		35673	291928-80	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>4,319.39</u>								
121335	1/22/2016		1803 LANGUAGE LINE SERVICES							
		51.79	OVER THE PHONE TRANSLATION		35653	3736037	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		<u>51.79</u>								
121336	1/22/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		280.00	APPL SUP - POLICE APS		35654	41197	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,455.00	APPL SUP - POLICE MCD		35654	41197	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		2,192.00	APPL SUP - FINANCE		35654	41197	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		1,793.00	APPL SUP - HR/PAYROLL		35654	41197	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		39.00	APPL SUP - UB (RETIREEES)		35654	41197	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		1,872.00	APPL SUP - PIMS		35654	41197	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		140.00	APPL SUP - BUS LIC		35654	41197	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		140.00	APPL SUP - CODE ENFORCEMENT		35654	41197	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		1,208.00	APPL SUP - PARK AND REC		35654	41197	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		3,895.00	APPL SUP - UTILITY BILLING		35654	41197	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		16.03	ENTRUST TOKEN		35655	41232	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121344	1/22/2016		1995 MINNESOTA ELEVATOR, INC.						Continued...	
121345	1/22/2016		6253 MUNICI-PALS							
		25.00	2016 DUES		35687	1/11/2016	10120.6471		DUES & SUBSCRIPTIONS	CITY ADMINISTRATION
		25.00								
121346	1/22/2016		2078 MYHRE, COLLEEN							
		72.42	CLOTHING REIMBURSEMENT/MYHRE		35688	1/5/2016	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		72.42								
121347	1/22/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		4,820.00			35726	0120161543449	10101.2175		OTHER RETIREMENT	GENERAL FUND
		4,820.00								
121348	1/22/2016		2008 NCPERS MINNESOTA							
		32.00			35724	0120161543447	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		32.00								
121349	1/22/2016		5682 NITTI SANITATION							
		182.44	TRASH PICK UP CITY HALL		35689	384860	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		236.92	TRASH PICKUP PUBLIC WORKS		35690	384861	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		236.93	TRASH PICKUP PARKS		35690	384861	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		191.81	TRASH PICKUP KAPOSIA PARK		35691	384865	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING CONTAINER		35691	384865	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		191.81	TRASH PICKUP MCMORROW FIELD		35692	384866	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING CONTAINER		35692	384866	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		14.04	TRASH PICKUP WATEROUS LS		35693	384867	50606.6379		CONT SERV/REFUSE & SANITATION	SEWER UTILITY
		58.00	TRASH PICKUP AIRPORT		35694	384863	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		57.00	TRASH PICKUP LIBRARY		35695	384862	20230.6379		CONT SERV/REFUSE & SANITATION	LIBRARY
		1,218.95								
121350	1/22/2016		2286 QUILL CORP							
		28.34	INDEX DIVIDER		35696	2176483	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		48.70	3 RING BINDERS/HEAVY DUTY		35697	2129896	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		77.04								
121351	1/22/2016		2326 REID, BILL							
		66.87	BOOT ALLOWANCE		35704	1/15/2016	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		66.87								
121352	1/22/2016		1634 RICOH USA, INC.							

CITY OF SOUTH ST PAUL
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1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121352	1/22/2016		1634 RICOH USA, INC.						Continued...	
		147.00	PRINTER LEASE 1/23-4/22/2016		35698	96096725	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		147.00								
121353	1/22/2016		2344 RIVER COUNTRY COOPERATIVE							
		3,908.18	DECEMBER FUEL PURCHASES/PW		35639	141382 12/31/15	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		131.57	DECEMBER FUEL PURCHASES/ENG		35640	141384 12/31/15	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		3,357.37	DECEMBER FUEL PURCHASES/POLICE		35641	141383 12/31/15	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		7,397.12								
121354	1/22/2016		2410 SCHLOMKA SERVICES							
		1,100.00	CLEAN OUT LIFTSTATION/WET WELL		35706	18149	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		1,100.00								
121355	1/22/2016		2505 SOUTH EAST TOWING INC							
		190.00	TOW CHARGE		35656	195914	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		190.00	TOW CHARGE		35657	197528	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		380.00								
121356	1/22/2016		6618 ST PAUL STAMP WORKS, INC							
		25.35	NOTARY STAMP - JOHNSON		35711	351786	10420.6210		OPERATING SUPPLIES	CODE ENFORCEMENT
		25.35								
121357	1/22/2016		2589 SUN BADGE CO.							
		118.50	COMMANDER BADGES		35658	363545	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		118.50								
121358	1/22/2016		2548 TITAN MACHINERY							
		51.86	FUEL CAP FOR LOADER		35699	7154869 GP	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		51.86								
121359	1/22/2016		2664 TRACTOR SUPPLY CREDIT PLAN							
		24.98	BUNGEE STRAP/RATCHET		35700	218928	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		24.98								
121360	1/22/2016		3646 U.S. BANK EQUIPMENT FINANCE							
		102.00	COPY MACHINE LEASE/JANUARY		35701	295836621	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		102.00								
121361	1/22/2016		2705 UNIFORMS UNLIMITED							
		72.84	EARPHONE		35659	14739-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION

Council Check Register by GL
Council Check Register and Summary

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121361	1/22/2016		2705 UNIFORMS UNLIMITED						Continued...	
		59.99	HOLSTER		35660	15362-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>132.83</u>								
121362	1/22/2016		2731 USABLE LIFE							
		1,628.80	LIFE INSURANCE FEBRUARY 2016		35702	4000616914	10101.2178		LIFE INSURANCE	GENERAL FUND
		20.60	ADDITIONS		35702	4000616914	10101.2178		LIFE INSURANCE	GENERAL FUND
		31.50	CHANGES/ADJUSTMENTS		35702	4000616914	10101.2178		LIFE INSURANCE	GENERAL FUND
		<u>1,680.90</u>								
121363	1/22/2016		2751 VERIZON WIRELESS							
		26.02	MDC CHARGES 11/29-12/28/15		35661	9758018754	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		205.13	PH#3 TO 17TH AV TANK/3 IPADS		35662	9758060989	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		<u>231.15</u>								
121364	1/22/2016		2786 WATER CONSERVATION SERVICE INC.							
		278.75	LEAK LOCATE/DWANE ST		35730	6501	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>278.75</u>								
121365	1/22/2016		2804 WELLS FARGO REMITTANCE CENTER							
		256.00	PATCH SUPPLY-VELCRO		35731	SSJH	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		54.64	AMAZON-HAND WIPES		35732	G1HY	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		53.43	WALMART-CLOROX WIPES		35733	7Y0P	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		290.00	MN CHIEF POLICE ASSOC-2016DUES		35734	G1HY	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		26.30	KAPOSIA CONVENIENCE STORE-FUEL		35735	N0R0	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		498.00	HOME DEPOT-TOOL CHEST CABINET		35736	0A7X	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		50.00	HOME DEPOT-CREDIT FOR CABINET		35737	0A85	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		671.73	SEARS-TOOLS		35738	G7V9	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		70.52	SAMS-PLATES/FORKS/NAPKINS		35739	3925	10125.6430		MISCELLANEOUS	HUMAN RESOURCES
		565.00	COMO LUBE-DRAIN CLEANING		35740	PH5K	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		250.39	HOME DEPOT-BLADE GUARD		35741	PK07	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		2,012.98	NORTHERN TOOL-GENERATOR		35742	M7BS	50605.6240		MINOR EQUIPMENT AND FURNITURE	WATER UTILITY
		228.95	CABELAS-OUTDOOR CAMERA/BOX		35743	5Z2Y	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		34.95	WINDY CITY-WINTER PRIZES		35744	246J	20230.6430		MISCELLANEOUS	LIBRARY
		178.45	VISTAPRINT-BOOK/DISC KITS		35745	KREW	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		140.45	KIMBO EDU-BOOK/DISC KITS		35746	VQX2	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.95	AMAZON-WINTER PRIZES		35747	T73R	20230.6430		MISCELLANEOUS	LIBRARY
		178.60	SCHOLASTIC-LITERACY BOOKMARKS		35748	L2HL	20217.6342	227637	PRINTING AND BINDING	GRANTS/DONATIONS LIBRARY
		11.88	VISTAPRINT-TAX REFUNDED		35749	566N	20217.6342	227637	PRINTING AND BINDING	GRANTS/DONATIONS LIBRARY
		52.95	MORRISSEY-GIFT CARD		35750	FW6E	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		35.00	BLACK SHEEP-GIFT CARD		35751	YZNM	20230.6430		MISCELLANEOUS	LIBRARY

Council Check Register and Summary

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121365	1/22/2016		2804 WELLS FARGO REMITTANCE CENTER						Continued...	
		47.00	MINNEAPOLIS PUB SCHOOL-COURSE		35752	HJTD	20230.6331		CONFERENCES, TRAINING, TRAVEL	LIBRARY
		47.00	MINNEAPOLIS PUB SCHOOL-COURSE		35753	HJW0	20230.6331		CONFERENCES, TRAINING, TRAVEL	LIBRARY
		24.18	SLEEVE CITY-CD DRAWER SLEEVES		35754	EN5Y	20230.6201		OFFICE SUPPLIES	LIBRARY
		85.72	AMAZON-TAPE/EVIDENCE MARKERS		35755	TYD0	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		734.76	AMSTERDAM PRINTING-PENS		35756	WH6R	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		301.84	N AMER. RESCUE-HEMORRAGE KITS		35757	1FRY	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		14.99	WALGREENS-IBUPROFEN		35758	GENX	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		109.90	MN CHIEF POLICE ASSOC-PERMITS		35759	GDZW	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		34.99	OFFICE DEPOT-CD'S		35760	58EG	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		69.98	OFFICE DEPOT-DVD'S		35761	58H3	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		202.52	OFFICE DEPOT-PAPER/RECIEPT BOO		35762	58KN	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		121.98	OFFICE DEPOT-TONER/FOLDERS		35763	58TQ	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		167.98	OFFICE DEPOT-TONER/FOLDERS		35764	58VM	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		144.70	OFFICE DEPOT-PENS/PAPER/STAPLE		35765	58Y1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		274.34	CRESTLINE-TABLE THROW/CARRY CA		35766	EM7D	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		1,125.00	PAYPAL-VIEW COMMANDER LICENSE		35767	1FYB	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		273.19	OPTICS PLANET-HOLSTERS		35768	NLYX	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		182.92	OPTICS PLANET-HOLSTERS		35769	NNNL	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		167.58	OPTICS PLANET-HOLSTERS		35770	TG6W	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		1.81	NAPA AUTO STORE-LIGHT BULB		35771	5JKA	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		549.98	OPTICS PLANET-FLASHLIGHTS		35772	8Y3T	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		75.45	OPTICS PLANET-DUTY BELT LOOPS		35773	TJXL	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		71.78	OPTICS PLANET-HOLSTERS		35774	NN8D	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		66.99	OFFICE DEPOT-TONER/SHIRLEY PRI		35775	X887	10140.6201		OFFICE SUPPLIES	CITY CLERK
		81.91	OFFICEDEPOT OFFICEMAX-BINDERS		35776	2JS3	10140.6210		OPERATING SUPPLIES	CITY CLERK
		58.88	TARGET-LETTER TRAY/STORAGE UNI		35777	VVZD	10140.6210		OPERATING SUPPLIES	CITY CLERK
		107.11	BRODERBUND-PRINT SHOP SOFTWARE		35778	2K90	10140.6210		OPERATING SUPPLIES	CITY CLERK
		269.86	SAMS-FRIDGE/SPEAKER SYSTEM		35779	AWTY	10527.6240		MINOR EQUIPMENT AND FURNITURE	SPLASH POOL
		249.79	SAMS-FRIDGE/SPEAKER SYSTEM		35780	AWTY	10527.6240		MINOR EQUIPMENT AND FURNITURE	SPLASH POOL
		17.94	WALMART-FITNESS BATTERIES		35781	8MK6	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		15.98	OFFICEDEPOT OFFICEMAX-MAIL SEA		35782	QLHW	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		419.00	NIHCA-MEMBERSHIP		35783	WS0Q	20250.6375		OTHER CONTRACTED SERVICES	CENTRAL SQUARE
		63.85	KWK TRIP-NACHOS		35784	1VKJ	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		16.88	MN LOCKS-KEYS		35785	9GZ8	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		16.94	KNOWLANS-WATER/KLEENEX		35786	ZS03	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		332.62	NEW VISION PRINTING-		35787	5QJX	20243.6341		ADVERTISING	DOUG WOOG ARENA
		86.62	MENARDS-		35788	BRY2	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		54.59	EXPRESS AUTO PARTS-LAMP ASMBLY		35789	XYGK	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		535.60	QUILL-OFFICE CHAIRS		35790	4T7J	20245.6240		MINOR EQUIPMENT AND FURNITURE	AIRPORT

Council Check Register and Summary

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121370	2/1/2016		1055 AQUA LOGIC INC						Continued...	
		5,300.00	CIP#PR-16-3 HEATER/SPLASHPOOL		35841	44394	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		<u>5,300.00</u>								
121371	2/1/2016		1060 ARENASERV, LLC							
		1,450.00	DASHER BOARD CLEANING		35818	1492	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		<u>1,450.00</u>								
121372	2/1/2016		1129 BOYER FORD TRUCKS INC							
		96.09	RESISTOR MOTOR		35838	1022963	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		482.64	SEAT/ARMREST/LAMP ASSY		35839	1023079	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>150.60</u>	CREDIT FOR PART RETURNED		35840	CM998941A	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		428.13								
121373	2/1/2016		1173 CDW GOVERNMENT INC							
		40.20	IPAD CASE		35837	BQL4125	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		40.20	IPAD CASE		35837	BQL4125	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,426.63	FIREWALL LICENSE		35891	BRJ5167	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		<u>6,063.00</u>	WEBSense LICENSE		35892	BRK7993	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		7,570.03								
121374	2/1/2016		2287 CENTURYLINK							
		88.68	WIRE LEASE JANUARY2016		35911	612 E12-7172	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
						480 1/1/2016				
		<u>88.68</u>								
121375	2/1/2016		1238 DAHN CONSTRUCTION CO, LLC							
		764.50	REPAIR WATERMAIN/DWANE ST		35824	16-10	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		2,285.00	WORK DONE ON CLINTON AVE		35825	16-09	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>1,680.50</u>	WORK DONE ON CLINTON AVE		35826	16-09	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		4,730.00								
121376	2/1/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		6,329.00	DOMESTIC PREPAREDNESS COMM		35846	00019340	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		15,000.00	2016 ECU FEES		35847	00019327	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,119.84	DECEMBER RADIO SUBSCRIBER FEES		35875	00018128	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		<u>242.76</u>	4TH QUARTER UTILITIES		35912	00019261	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		22,691.60								
121377	2/1/2016		1261 DAKOTA UNLIMITED							
		520.00	REPAIR FENCE/CONVER TENNIS CRT		35890	24221	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE

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

1/1/2016 - 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121377	2/1/2016	520.00	1261 DAKOTA UNLIMITED						Continued...	
121378	2/1/2016	141.86	3607 DCA TITLE		35878	1/21/2016	50605.2010		REFUNDS	WATER UTILITY
		141.86	REFUND OVERPYMT/241 1ST AVE S							
121379	2/1/2016	143.99	5215 DWELLE, JAYSON		35827	12/29/2015	20243.6245		CLOTHING ALLOWANCE	DOUG WOOG ARENA
		143.99	SAFETY SHOE REIMBURSEMENT							
121380	2/1/2016	23,260.75	6620 EGAN COMPANY		35822	PARTIAL PYMT	40404.6371	201512	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		23,260.75	LIGHTING PROJECT							
121381	2/1/2016	227.10	1428 FORCE AMERICA		35836	IN001-1014922	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		227.10	KEYED BOLT							
121382	2/1/2016	43.50	1440 FREEDOM SERVICES INC		35887	760	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		43.50	JAN 2016 ACCESS/ADMIN FEE							
121383	2/1/2016	38.75	1440 FREEDOM SERVICES INC		35888	GMA 17423	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		38.75	JAN 2016 ADMIN GRACE PERIOD							
121384	2/1/2016	134.98	1444 FRONTIER AG & TURF		35872	W16949	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		551.00	PARTS JD#1445TRACTOR M-2		35872	W16949	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		509.84	LABOR/REPAIR JD#1445TRACTOR M2		35876	P83081	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		176.14	CREDIT FOR RETURNED PARTS							
121385	2/1/2016	24.79	4887 GALE/CENGAGE LEARNING		35873	56986689	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		82.37	ADULT FICTION BOOKS		35874	57011465	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		27.99	ADULT NON FICTION BOOKS		35874	57011465	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		59.98	ADULT NON FICTION BOOKS		35877	57025628	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		195.13	ADULT FICTION BOOKS							
121386	2/1/2016		5781 GASTON, MARY ELLEN							

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

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121386	2/1/2016		5781 GASTON, MARY ELLEN						Continued...	
		253.28	CANCELLED MEMBERSHIP/REFUND		35904	1/26/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		18.08	TAX		35904	1/26/2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		<u>271.36</u>								
121387	2/1/2016		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		169.00	MIRANDA PADS		35896	69185J	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		<u>169.00</u>								
121388	2/1/2016		1505 GRAINGER INC.							
		17.43	SAFETY GLASS		35835	9931911276	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>17.43</u>								
121389	2/1/2016		6610 GREEN, LEE							
		375.00	WOOG ARENA LOGO DESIGN		35914	1765	20210.6430	227575	MISCELLANEOUS	DONATIONS/CONTRIBUTIONS
		<u>375.00</u>								
121390	2/1/2016		1615 HUEBSCH OF MINNESOTA							
		13.02	ENG MAT		35834	3599435	10315.6210		OPERATING SUPPLIES	ENGINEERING
		24.24	CLERK/FINANCE MAT		35834	3599435	10140.6210		OPERATING SUPPLIES	CITY CLERK
		<u>37.26</u>								
121391	2/1/2016		6568 HUSNIK MEAT CO.							
		75.00	BEEF STICKS		35815	142263	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		100.00	BEEF STICKS		35831	142711	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>175.00</u>								
121392	2/1/2016		1627 IACP MEMBERSHIP							
		150.00	2016 MEMBERSHIP DUES/OEFFLING		35844	1001188961	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		150.00	2016 MEMBERSHIP DUES/WICKE		35845	1001189012	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		<u>300.00</u>								
121393	2/1/2016		3686 IMPACT PROVEN SOLUTIONS							
		1,318.05	MAIL PROCESS JANUARY 2016		35889	110184	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		<u>1,318.05</u>								
121394	2/1/2016		6626 INDELCO PLASTICS CORPORATION							
		52.67	PIPES/CALICUM CHLORIDE TANK		35900	966274	10320.6225		ROAD SALT	PUBLIC WORKS
		<u>52.67</u>								
121395	2/1/2016		6398 INNOVATIVE OFFICE SOLUTIONS LLC							

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

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121395	2/1/2016		6398 INNOVATIVE OFFICE SOLUTIONS LLC						Continued...	
		71.77	ENVELOPES/REPORT COVERS		35897	IN1041503	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		71.77								
121396	2/1/2016		1667 INVER GROVE FORD							
		183.22	PARTS TO REPAIR SQUAD#2152		35863	6191240/1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		337.97	LABOR TO REPAIR SQUAD#2152		35863	6191240/1	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		3.84	GASKET		35864	5198946	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.82	GREASE RETAINER		35865	5198917	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		559.85								
121397	2/1/2016		6619 INVOICE CLOUD							
		100.00	IVR CUSTOM RECORDING		35848	IVR RECORDING	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		100.00								
121398	2/1/2016		1719 KAPOSIA TREE SERVICE							
		2,000.00	REMOVAL 2 TREES/990 19TH AVE N		35871	01072016	10320.6221	201504	SEAL COATING & TREE MAIN	PUBLIC WORKS
		2,000.00								
121399	2/1/2016		1811 LAWSON PRODUCTS INC.							
		216.27	DRILL BIT SET		35870	9303795933	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		216.27								
121400	2/1/2016		2879 LUBRICATION TECHNOLOGIES, INC.							
		482.00	COOLANT/ANTIFREEZE		35869	727446	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		482.00								
121401	2/1/2016		1434 MADDEN GALANTER HANSEN, LLP							
		40.50	LABOR RELATIONS		35828	12/31/2015	10120.6302		PROFESSIONAL SERVICES	CITY ADMINSTRATION
		40.50								
121402	2/1/2016		1886 MATRIX COMMUNICATIONS INC							
		254.50	MO MAINTAINANCE CONTRACT		35908	0204499-IN	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		254.50								
121403	2/1/2016		6617 MAVA							
		72.00	2016 MEMBERSHIP DUES		35893	06085	10530.6471		DUES & SUBSCRIPTIONS	COMMUNITY AFFAIRS
		72.00								
121404	2/1/2016		1911 MENARDS, INC-WEST ST PAUL							
		23.10	ADAPTERS/ELBOWS/EXTENDER		35866	1351	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS

Council Check Register by GL
Council Check Register and Summary

1/1/2016 - 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016025	1/19/2016		6037 HEALTHPARTNERS-DENTAL						Continued...	
		734.71	DENTAL CLAIMS PAID		35727	01/7-01/13/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>734.71</u>								
2016026	1/21/2016		2013 MINNESOTA REVENUE (C)							
		21.84	SALES TAX FOR NOV 2015		35728	DEC 2015	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.42-	CASH OVER/SHORT		35728	DEC 2015	10101.4673		CASH OVER/SHORT	GENERAL FUND
		19.68	SALES TAX FOR NOV 2015		35728	DEC 2015	20230.2081		DUE TO OTHER GOVT-SALES	LIBRARY
		1,770.38	SALES TAX FOR NOV 2015		35728	DEC 2015	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		41.67	SALES TAX FOR NOV 2015		35728	DEC 2015	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		1,015.36	SALES TAX FOR NOV 2015		35728	DEC 2015	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		413.49	SALES TAX FOR NOV 2015		35728	DEC 2015	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		<u>3,282.00</u>								
2016027	1/22/2016		6014 US BANK							
		393.88	HSA WIRE TRANSFER		35806	1/22/2016	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>393.88</u>								
2016028	2/1/2016		1338 EFTPS							
		228.18			35809	012616959511	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		634.88			35810	012616959512	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>863.06</u>								
2016029	2/1/2016		2013 MINNESOTA REVENUE (C)							
		151.09			35811	012616959513	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>151.09</u>								
2016030	2/1/2016		2200 PERA							
		382.00			35812	012616959514	10101.2174		PERA	GENERAL FUND
		<u>382.00</u>								
2016031	2/1/2016		6372 GREAT-WEST TRUST COMPANY, LLC (EFT)							
		3,286.24			35813	012616959515	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>3,286.24</u>								
2016032	1/20/2016		6537 FDGL LEASE PAYMENT							
		6.43	CC KEYPAD LEASE DEC		35917	160120	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		12.00	CC KEYPAD LEASE JAN		35917	160120	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		<u>18.43</u>								
2016033	1/22/2016		1559 HEALTHPARTNERS							

Council Check Register by GL
Council Check Register and Summary

1/1/2016 -- 2/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016033	1/22/2016		1559 HEALTHPARTNERS						Continued...	
		63.46	HRA REIMBURSEMENT		35918	01/13-01/19/201	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>63.46</u>				6				
2016034	1/25/2016		6037 HEALTHPARTNERS-DENTAL							
		1,498.48	DENTAL CLAIMS PAID		35919	01/14-01/20/201	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,498.48</u>				6				
2016035	1/29/2016		2629 DEPOSITORY TRUST & CLEARING CORP., THE							
		145,000.00	2003B BOND PRINCIPAL		35922	02012016	30302.6601		BOND PRINCIPAL	2003 ARENA REFUNDING BO
		<u>145,000.00</u>								
2016036	1/29/2016		2629 DEPOSITORY TRUST & CLEARING CORP., THE							
		9,116.25	2003B BOND INTEREST		35921	02012016	30302.6611		BOND INTEREST	2003 ARENA REFUNDING BO
		<u>9,116.25</u>								
2016037	1/29/2016		1123 BOND TRUST SERVICES CORP							
		145,000.00	2007B P&I PAYMENTS		35923	28242	30314.6601		BOND PRINCIPAL	2007B REFUNDING BONDS
		19,472.50	2007B P&I PAYMENTS		35923	28242	30314.6611		BOND INTEREST	2007B REFUNDING BONDS
		110,000.00	2008A P&I PAYMENTS		35924	28243	30315.6601		BOND PRINCIPAL	2008A GO IMPR BONDS
		27,960.00	2008A P&I PAYMENTS		35924	28243	30315.6611		BOND INTEREST	2008A GO IMPR BONDS
		315,000.00	2012A P&I PAYMENT		35925	28244	30318.6601		BOND PRINCIPAL	2012 GO LOCAL IMP BONDS
		39,062.50	2012A P&I PAYMENT		35925	28244	30318.6611		BOND INTEREST	2012 GO LOCAL IMP BONDS
		65,000.00	2014A P&I PAYMENT		35926	28245	50605.6601		BOND PRINCIPAL	WATER UTILITY
		18,550.00	2014A P&I PAYMENT		35926	28245	50605.6611		BOND INTEREST	WATER UTILITY
		60,000.00	2014A P&I PAYMENT		35926	28245	50610.6601		BOND PRINCIPAL	STORM WATER UTILITY
		16,745.00	2014A P&I PAYMENT		35926	28245	50610.6611		BOND INTEREST	STORM WATER UTILITY
		275,000.00	2014B P&I PAYMENT		35927	28246	30320.6601		BOND PRINCIPAL	2014B GO PARK BONDS
		95,231.25	2014B P&I PAYMENT		35927	28246	30320.6611		BOND INTEREST	2014B GO PARK BONDS
		165,000.00	2015A P&I PAYMENT		35928	28247	30319.6601		BOND PRINCIPAL	2015A TAXABLE GO TIF BONDS
		20,130.00	2015A P&I PAYMENT		35928	28247	30319.6611		BOND INTEREST	2015A TAXABLE GO TIF BONDS
		450.00	2014B PAYING AGENT FEE		35929	28877	30320.6620		FISCAL AGENTS FEES	2014B GO PARK BONDS
		<u>1,372,601.25</u>								
		<u>2,254,444.88</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	592,226.63
EFT Payments	<u>1,662,218.25</u>
Total Payments	2,254,444.88



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

DEPARTMENT: City Clerk

ADMINISTRATOR: SPK

8-C

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

Please be aware that Frazier Recovery Homes has applied for a Rental License to be considered by the City Council this evening. Frazier Recovery's properties are Supportive Housing with Services. This Rental License will be approved with the conditions that they only allow for up to five (5) clients and they are required to have one (1) housing manager living at each property. This properties is located at:

929 7th Avenue South

Also attached for the City Council's review is a letter from Dakota County in support of Frazier Recovery. The City Code allows reasonable conditions to be placed on a license.

Municipal code requires that a license be obtained prior to engaging in any trade, profession or business in the city. All City licenses are annual running April 1st to May 31st. Municipal Code also requires that all licenses be approved by the City Council prior to issuance.

SOURCE OF FUNDS:

N/A

City of South St Paul City Council Report

<u>ID</u>	<u>Company</u>	<u>License #</u>	<u>License Type</u>	<u>Status</u>	<u>Issued</u>	<u>Expires</u>	<u>Address</u>	<u>Complex</u>	<u>Council</u>
14868	Matt Wallace	00004401	Rental Housing	A	01/15/2016	05/31/2017	426 5th Ave S		02/01/2016
14655	New World Housing, LLC	00004365	Rental Housing	A	12/11/2015	05/31/2016	929 7th Ave S	Supportive Services/GRH2	02/01/2016



www.co.dakota.mn.us

Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124-8579
952.891.7400 • Fax 952.891.7473

SOCIAL SERVICES DEPARTMENT

Northern Service Center
One Mendota Rd. W., Ste 300
West St. Paul, MN 55118-4770
651.554.6000 • Fax 651.554.6043

January 13, 2016

South St. Paul City Council
125 3rd Ave. N.
South St. Paul, MN 55075

Members of the City Council,

I am writing in support of the housing and support services provided by Frazier Recovery Homes to those with disabilities and experiencing homelessness in Dakota County. In my role as Housing Manager for Dakota County, I see firsthand the critical need for safe and affordable housing for people with barriers, including mental illness, chemical dependency, and a history of homelessness. At their South St. Paul houses, Frazier provides these individuals with supports and skills that help them become self-sufficient and live successfully in the community.

Since starting their supportive housing program in Dakota County in 2013, Frazier has developed a solid reputation among program residents and social workers for quality services, knowledgeable staff. Frazier promotes a safe and sober recovery environment while their tenants transition back into the community. Services such as individual and group counseling, transportation, and employment assistance are key to the success of residents. In addition to these services, Frazier provides live-in house managers and 24-hour on-call coverage at each of their houses to provide oversight and ensure resident safety.

Frazier has been working closely with Dakota County Social Services since the inception of their program in order to meet the housing and support needs of people with disabilities and the county's homeless residents. The owner, Elizabeth Rezek, and her staff are knowledgeable about mental illness, chemical dependency, and homelessness issues, are responsive to the needs of their residents, and are sensitive to the needs and concerns of their neighbors and the community of South St. Paul.

The Frazier Recovery Homes in South St. Paul are an important component of the housing and support resources available to people with disabilities and homeless persons in Dakota County. I encourage the South St. Paul City Council to grant Frazier a conditional rental license so they can continue to provide safe and affordable housing in the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Madeline Kastler". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Madeline Kastler
Housing Manager, Dakota County

Frazier Recovery Homes

Mission

Our mission is to promote a safe and sober recovery environment for those who are transitioning back into the community. Our goal is to provide an opportunity for personal growth by addressing recovery needs. We value empowerment, trust, respect, dignity and self-actualization.

Treatment Philosophy

Frazier Recovery Home believes that each resident deserves to live in a peaceful environment that is conducive to their recovery. We believe that abstinence from drugs and alcohol will assist each resident with achieving their life goals. We are also aware that recovery is a process and relapse may occur. Each resident will have an individualized plan that may include a harm reduction approach to their recovery.

Program Goals and Objectives

- To return the client to independent living
- To restore the health and psychosocial functioning of each client
- To assist the client to live without dependence on alcohol and illegal drugs
- To improve the client's overall physical and mental status
- To increase a client's productive use of self/time that may include; employment, education, volunteering and/or community service
- To promote client's overall sense of well-being and increased self esteem
- To support client in developing and utilizing appropriate coping skills
- To eliminate/reduce behaviors that cause the client to have problems maintaining sobriety and stable housing

Program Benefits

- Assistance with developing a comprehensive, recovery based treatment plan
- Gain awareness of behaviors and attitudes that would be helpful to change in order to live according to client's personal goals and values
- Learn skills to more effectively solve problems, reduce self-defeating thoughts/behaviors and improve relationships
- Development of skills for successful community reintegration

List of Services

- Live in house manager/recovery coach
- 24 hour on-call coverage
- Individual and group counseling
- Transport clients to appointments
- Assistance with accessing community resources
- Assistance with employment search, resumes, filling out applications for jobs/school
- Collaborate with community service providers to provide wrap around services
- Medication monitoring, if applicable

- **Provide skills groups to assist with independent living and successful community integration**
- **Develop person centered plans that address any barriers/challenges to independent living and locate resources to assist with moving forward**
- **Develop healthy relationships with neighbors, landlords and community providers**



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

DEPARTMENT: Airport

ADMINISTRATOR: _____

8-D

AGENDA ITEM: Approving Leases at Fleming Field with Wipaire, Inc.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-17, Approving Leases at the Fleming Field Airport with Wipaire, Inc.

Overview:

The City Council is required to approve leases at the airport. City staff has prepared leases for Hangar #4 and Hangar #6 through #8 with Wipaire, Inc. on the approved leases, reviewed by the City Attorney. The tenant is currently leasing said premises. Wipaire, Inc. will continue to use the hangars for the continuance their business. Both leases are for ten years. Rent schedules are included as Exhibit A and will increase by approximately 3% annually as outlined in each lease.

Source of Funds:

Airport Fund 20245

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-17

**RESOLUTION RELATING TO AIRPORT:
APPROVING LEASES AT FLEMING FIELD
WITH WIPAIRE, INC.**

WHEREAS, the City Council has reviewed and considered a Lease between Wipaire, Inc. and the City of South St. Paul for Hangar #4 (the “Lease”) and a separate lease between Wipaire, Inc. and the City of South St. Paul for Hangar #6 through 8 (also known as 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 1st day of February, 2016.

City Clerk



City Council Agenda Report
Date: February 1, 2016
Department: Finance
Administrator: SPK

8-E

Agenda Item: Arbitrage Monitoring Services Agreement

Action to be considered:

Motion to approve the Arbitrage Monitoring Services Agreement with Ehlers & Associates, Inc. (Ehlers) for the 2012A, 2014A, 2014B, and 2015B GO Bond Series..

Overview:

The General Obligation Bonds, Series, 2012A, 2014A, 2014B and 2015B Series are subject to the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations. The arbitrage provisions limit the amount of interest that may be earned and retained on Construction, Escrow, Reserve, and Debt Service Funds. These limits must be adhered to throughout the life of the obligation.

To comply with the statute and regulations, South St. Paul must undertake certain calculations. Ehlers has the expertise to provide certain arbitrage monitoring services for all funds related to these obligations which will assist the City in complying with the arbitrage provisions.

The annual not-to exceed costs associated with these services are as follows:

- 2012A General Obligation Bonds \$6,250 in 2017
- 2014A General Obligation Bonds \$7,250 in 2019
- 2014B General Obligation Park Bonds \$7,250 in 2019
- 2015B General Obligation Park Bonds \$6,250 in 2020

Depending on the amount of time that is required to perform the calculations, the City costs may be lower than these amounts.

Source of Funds:

Amounts will be budgeted in each year in the debt service funds.

MASTER AGREEMENT FOR ARBITRAGE MONITORING SERVICES

City of South St. Paul
125 3rd Ave N.
South St. Paul, Minnesota 55075-2093

Effective as of January 7, 2016
For the following Obligations

\$5,525,000 General Obligation Bonds, Series 2012A
\$2,835,000 General Obligation Bonds, Series 2014A
\$6,970,000 General Obligation Park Bonds, Series 2014B
\$3,130,000 General Obligation Park Bonds, Series 2015B

Ehlers & Associates, Inc. (“Ehlers”) and the City of South St. Paul, Minnesota (“Client”) do hereby mutually agree to the following with regard to the provision of arbitrage monitoring services. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is agreed by and between Ehlers and Client as follows:

The above referenced obligations are subject to the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations. To comply with the statute and regulations the Client must undertake certain calculations. Ehlers will provide certain arbitrage monitoring services for all funds related to these obligations to assist the Client in complying with the arbitrage provisions, all as more particularly described in this Agreement.

EHLERS RESPONSIBILITIES - SCOPE OF SERVICES

Ehlers agrees to provide the following services to Client:

1. Review the following documents:
 - a. Information Return for Tax-Exempt Governmental Obligations (Form 8038-G)
 - b. Arbitrage Certificate
 - c. Official Statement
 - d. Addendum to Official Statement, if any
 - e. Closing Memorandum, if any
 - f. Post Sales Report, if any
 - g. Verification Report, if any
 - h. Prior Arbitrage Calculation, if any
 - i. Trust Indenture, if any
 - j. Credit Enhancement Agreement, if any
2. Calculate the Client’s arbitrage liability under Section 148(f) of the Internal Revenue Code of 1986, as amended and applicable Treasury regulations in connection with the obligations, including:
 - a. Obtain nonpurpose investment transaction data for all funds related to the obligations
 - b. Review and analyze nonpurpose investment transaction data as required based on the aforementioned documents
 - c. Compute/verify the amount of spend-down penalties payable to the IRS for obligations applying such provisions
 - d. Confirm the arbitrage yield
 - e. Compute/verify the amount of excess earnings, if any, on nonpurpose investments and the value of those earnings as of the applicable computation date
 - f. Determine the rebate amount and rebate payment due to the IRS, if any
 - g. Compute/verify the yield reduction payment due on yield restricted nonpurpose investments, if any

- h. Assist with the purchase of State and Local Government Series of U.S. Treasuries for yield restriction of the investments, if necessary
 - i. Prepare arbitrage reports, including computational methods and assumptions used in the analysis and conclusions supporting the calculation
 - j. Prepare IRS Form 8038-T or 8038-R, if required
 - k. Obtain a legal opinion for the arbitrage reports and IRS Form 8038-T or 8038-R, if required
 - l. Deliver arbitrage reports, along with legal opinion and IRS Form 8038-T or 8038-R, if applicable
 3. Maintain a system for computing and tracking the arbitrage liability and future arbitrage computation dates, as necessary.
 4. Evaluate and make recommendations on record keeping practices for those funds and accounts subject to arbitrage compliance.
 5. Apprise Client of any changes in the arbitrage regulations that may occur during the term of this Agreement.
-

CLIENT RESPONSIBILITIES

Client agrees to provide Ehlers with timely and accurate information regarding pertinent cash and investment activity as well as pertinent revenue and expenditure activities for all funds related to this review. The information that shall be provided includes:

1. A detailed transaction listing of revenues and expenditures made within all funds related to the obligations for the applicable computation period, including:
 - a. Deposits and withdrawals of gross proceeds, including all investment activity such as interest revenues
 - b. Any other information Ehlers may deem necessary to complete the calculations such as running balances
 2. Client agrees to notify Ehlers of the full redemption of these obligations and obligations covered by subsequent Addenda prior to the final stated maturity date. Failure to do so will relieve Ehlers of any responsibilities under this Agreement.
 3. Client agrees to notify Ehlers if the Client disagrees with any of the assumptions contained in the summary of computational information of the arbitrage report. Such notice will be made within ten business days upon Client's receipt of said report.
-

FEE ARRANGEMENT

Ehlers will charge Client a base fee of \$2,250 per bond year per obligation to determine spending exceptions, bona fide debt service fund exemptions, penalty calculations, rebate amounts and yield reduction payments for all funds related to the obligations. Depending on the structure of the transaction, certain complexities may require computational work that extends beyond the scope of a standard arbitrage calculation. Conversely, the amount of computational work required to prepare future arbitrage calculations may decrease due to aggressive expenditures of gross proceeds. In such instances, Ehlers will charge additional fees and/or offer discounts in accordance with the fee schedule set forth on the next page.

Additions to Base Fee	
Variable rate obligation	\$500 annually
Commingled funds	\$150 per hour
Transferred proceeds analysis	\$500 to \$1,000 per obligation
Debt service residual analysis	\$150 per hour
Variable rate computation period analysis	To be negotiated
Universal cap analysis	To be negotiated
IRS Form 8038-T preparation	\$500 to \$1,000 per form
IRS Form 8038-R preparation	\$500 to \$1,000 per form
Legal opinion	To be determined

Discounts to Base Fee	
Monitoring of debt service fund only	\$1,000 per year
Monitoring of reserve fund only	\$1,000 per year
Monitoring of yield restriction only	\$1,000 per year
Discretionary discounts	To be determined by Ehlers

Ehlers will invoice Client for the amount due. The invoice will be sent in the same package as the report. The invoice is due and payable by the Client within 60 days of the invoice date. Other obligations may be covered by this Agreement in an Addendum. The fees shown in the Addendum may differ from those shown above.

LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall be limited to the fees paid by Client to Ehlers under this Agreement. However, such liability limitation shall not apply to the extent penalty and/or interest is imposed on Client by the IRS on any additional rebate amount or yield reduction payment that results from the gross negligence or intentional misconduct of Ehlers in rendering the services outlined in this Agreement. In such case, it is agreed that Ehlers will be liable only for penalty and/or interest imposed by the IRS on any additional rebate amount or yield reduction payment that results from the gross negligence or intentional misconduct of Ehlers. The Client is ultimately responsible for the completion and filing of IRS Form 8038-T or 8038-R. Client, and not Ehlers, shall be responsible for payment of any rebate amount or yield reduction payment due and any interest or penalty for failure to make timely payments. Under no circumstances shall any employee or agent of Ehlers have any personal liability arising out of this Agreement and no party shall seek or claim any such personal liability.

NO THIRD PARTY BENEFICIARY

No third party shall have any rights or remedies under this Agreement. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, limited liability company, association, or corporation shall acquire or have any rights under this Agreement.

CONFIDENTIALITY: DISCLOSURE OF INFORMATION

Client Information All information, files, records, memoranda and other data of the Client ("Client Information") shall be deemed by the parties to be the property of Client. Ehlers may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

Ehlers Information Client acknowledges that in connection with the performance by Ehlers of its duties hereunder, Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of Ehlers ("Ehlers Information"). Client acknowledges that all Ehlers Information, except reports prepared by Ehlers for the Client, is confidential and proprietary to Ehlers, and agrees that Client will not, directly or indirectly; disclose the same or any part thereof to any person or entity except with the express written consent of Ehlers.

TERM / TERMINATION OF CONTRACT

The term of this Agreement shall begin on the effective date of this Agreement and shall continue until such time as the above-referenced obligations are no longer outstanding. Either party may terminate this Agreement with or without cause at any time during the term of this Agreement by sending written notice of termination to the other party at least 30 days prior to the effective date of termination. Termination of this Agreement shall extend to the termination of all Addenda to this Agreement and the obligations covered by such Addenda. Should this Agreement be terminated, Ehlers shall be relieved of all liability for the above-referenced obligations and any obligations described in the Addenda to this Agreement.

SEVERABILITY

To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

EVENT OF DEFAULT OR REFUNDING

Ehlers is relieved of all its liability and obligations agreed to herein should Client be in default on its principal and/or interest payments due on the above-referenced obligations. In addition, Ehlers is relieved of all its liability and obligations agreed to herein should the above-referenced obligations be refunded.

ENTIRE AGREEMENT

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Client and Ehlers other than as set forth herein. Except or otherwise expressly provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Ehlers.

AMENDMENT

Ehlers and Client may mutually agree in writing to amend the obligations covered by this Agreement (which amendment shall be reflected in an Addendum to this Agreement), the scope of services and/or the fee arrangement at any time. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and duly executed by both parties hereto.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

NOTICE

All notices given shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

City of South St. Paul
125 3rd Ave N.
South St. Paul, Minnesota 55075-2093
Attention: Finance Director

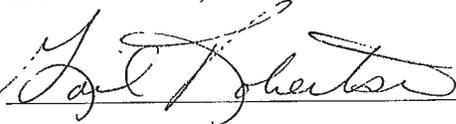
If to Ehlers:

Ehlers & Associates, Inc.
3060 Centre Pointe Drive
Roseville, MN 55113
Attention: President

In Witness Whereof, the parties have executed this Agreement this _____ day of _____,
20____

By: _____ Title: _____

Ehlers & Associates, Inc.

By: 

Title: Vice President



CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: Public Works

ADMINISTRATOR: SPK

8-F

AGENDA ITEM: Purchase of a Bobcat Skid-Steer Loader from Tri-State Bobcat

ACTION TO BE CONSIDERED:

Motion to approve the purchase of a Bobcat Skid-Steer Loader from Tri-State Bobcat in the amount of \$34,498.

OVERVIEW:

The 2016 Park Maintenance, Capital Outlay Fund has \$35,000 for the purchase of an additional Skid-Steer Loader to the Public Works Fleet. The Skid-Steer will be used to maintain City Parks, ballfields, rinks and trail system and with the addition of the new ball complex at Kaposia Landing additional equipment is warranted.

Staff recommends consideration of the purchase of a 2016 Bobcat Skid-Steer Loader from Tri-State Bobcat to be purchased off of the State of Minnesota Contract #T-631 (5).

SOURCE OF FUNDS:

2016 Park Maintenance, Capital Outlay Fund



Product Quotation

Quotation Number: 21286D021486
 Date: 2016-01-25 10:15:44

Ship to	Bobcat Dealer	Bill To
City of South St Paul 400 E Richmond St South St Paul, MN 55075 Phone: (651) 554-3245	Tri-State Bobcat, Inc 3101 Spruce St Little Canada MN 55117 Phone: (651) 407-3727 Fax: (651) 217-5770 ----- Contact: Patrick Schoen Phone: 651-407-3727 Fax: 651-217-5770 Cellular: 612-356-8890 E Mail: patricks@tristatebobcat.com	City of South St Paul 400 E Richmond St South St Paul, MN 55075 Phone: (651) 554-3245

Description	Part No	Qty	Price Ea.	Total
S570 T4 Bobcat Skid-Steer Loader	M0259	1	\$27,434.40	\$27,434.40
A51 Option Package	M0259-P01-A51	1	\$3,451.00	\$3,451.00
High Flow Hydraulics, Two Speed, Hydraulic Bucket	M0259-P03-F50	1	\$2,612.40	\$2,612.40
Positioning, Cold Weather Package				
Attachment Control	M0259-R28-C02	1	\$143.50	\$143.50
68" Low Profile Bucket	6731418	1	\$686.00	\$686.00
--- Bolt-On Cutting Edge, 68"	6718006	1	\$170.72	\$170.72
Total of Items Quoted				\$34,498.02
Quote Total - US dollars				\$34,498.02

Notes:

MN State Contract T-631(5) expires 2/29/16

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-G

AGENDA ITEM: Accepting Donation from Longcheng Inc.

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-19 RESOLUTION ACCEPTING DONATION FROM LONGCHENG INC.

OVERVIEW:

Pao Yang of Longcheng Inc. (Hmong Livestock & Meat Market) delivered a donation check to the City Engineer in the amount of \$20,000.00. He placed no stipulations on the donation only stating that it is to be used as the City deems appropriate. This is one of several donations Pao Yang has made to the City over the last several years.

The City Council is required by State Law to accept any gifts or grants of property to the City of South St. Paul. Adoption of Resolution 2016-19 will fulfill that requirement.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-19

**RESOLUTION ACCEPTING DONATION FROM
LONGCHENG INC.**

WHEREAS, the City Council is required by State Law to vote to accept any donation to the City;

WHEREAS, the City Council has determined that the gifts listed below are of benefit to the City's citizens;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota, that the donation listed below is accepted for the purpose desired by the donor:

Donor/Grantor	Donation	Purpose
Longcheng Inc.	\$20,000.00	To be used by the City as needed

Adopted this 1st day of February, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8 - H

AGENDA ITEM: **Amendment to Memorandum of Lease Amendment No. 1 at 1028
Wilde Ave – T-Mobile**

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-21 APPROVING REVISED AMENDMENT NO. 1 TO THE ANTENNA LEASE AGREEMENT WITH T-MOBILE AT 1028 WILDE AVENUE – KAPOZIA PARK.

OVERVIEW:

On July 6, 2016, a lease amendment was approved for T-Mobile to amend their current lease at Kaposia Park to include an easement for a fiber optic line from Butler Avenue to their cell tower. Since that time, it was discovered that the memorandum of lease amendment was not consistent with the existing line. The amendment memorandum of lease amendment will extend the lease eight months in order to have it expire on December 31 of a given year. There was a discrepancy using the term “full” calendar year versus current calendar year.

SOURCE OF FUNDS:

Revenue goes into the General Fund

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-21

**RESOLUTION APPROVING AN AMENDMENT TO THE MEMORANDUM OF
LEASE AMENDMENT NO. 1 TO THE ANTENNA LEASE AGREEMENT WITH
T-MOBILE AT KAPOZIA PARK, 1028 WILDE AVENUE**

WHEREAS, an application from T-Mobile Central, LLC for an amendment to the memorandum of Lease to their site lease to allow the installation of a fiber optic line and related appurtenances at the City's Kaposia Park, 1028 Wilde Avenue, which was approved by the City Council on July 6, 2016.

WHEREAS, the City Council has considered the proposed lease amendment and other evidence presented for consideration;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota, that the amendment to the Memorandum o Lease Amendment for T-Mobile Central, LLC to install a fiber optic line and maintain a telecommunications tower and related appurtenances at Kaposia Park, 1028 Wilde Avenue, South St. Paul, Dakota County, Minnesota is hereby amended.

Adopted this 15th day of February, 2016.

City Clerk

Return to:
Stephanie McGranahan
T-Mobile USA
8000 W. 78th Street, Suite 400
Edina, MN 55439
Site#: A1Q0766A
Market: Minneapolis
Site Name: Kaposia Park Pole Replacement

AMENDMENT TO MEMORANDUM OF LEASE AMENDMENT

Assessor's Parcel Number: PIN #36-01600-57-020

This Amendment to Memorandum of Lease Amendment ("Amendment") is made and entered into by and between **the City of South St. Paul, a Minnesota municipal corporation, ("Landlord")** and T-Mobile Central LLC, as successor in interest to **VoiceStream Minneapolis, Inc. ("Tenant")**.

Landlord and Tenant are parties to an Antenna Site Lease Agreement (the "Lease") dated April 5, 2004 as amended by the First Amendment to Antenna Site Lease Agreement (the "First Amendment") dated July 6, 2015 with regards to a portion of the property located at Kaposia Park, City of South St. Paul, County of Dakota, State of Minnesota (as more particularly described in the First Amendment, the "Leased Premises"):

See Attached Exhibit A incorporate herein for all purposes

Landlord and Tenant are also parties to a Memorandum of Lease Amendment dated July 6, 2015 relating to the First Amendment.

Landlord and Tenant are entering into this Amendment in order to replace in its entirety the Memorandum of Lease Amendment dated July 6, 2015.

Furthermore, without limiting the terms and conditions of the Lease, Landlord and Tenant are entering into this Amendment to acknowledge the following terms of the Lease:

1. The "Initial Term" of the Lease commenced on April 5, 2004 and expired on December 31, 2010.
2. Tenant shall have the right to extend the Lease for four additional five year terms each ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

Furthermore, Landlord and Tenant are entering into this Amendment in order to evidence that Exhibit B of the Lease has been amended by the First Amendment with Exhibit B-1 and Exhibit B-2. Both of which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

LANDLORD: City of South St. Paul

By: _____

Printed Name: _____

Title: _____

Date: _____

LANDLORD: City of South St. Paul

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-MOBILE CENTRAL LLC

By: _____

Printed Name: Hossein Sepehr

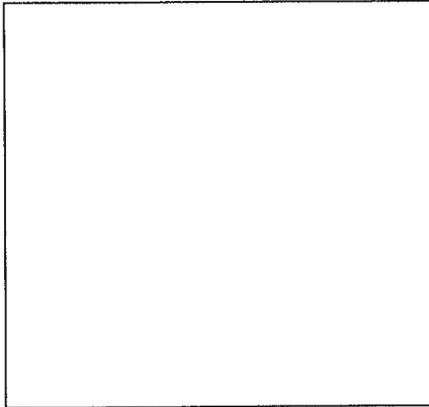
Title: Area Director, Network Engineering & Operations

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, the _____ of the City of South St. Paul, a Minnesota
Municipal corporation, for and on behalf of said entity.

Dated: _____



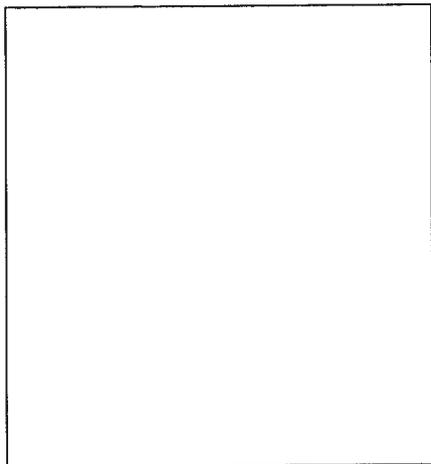
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, the _____ of the City of South St. Paul, a Minnesota
Municipal corporation, for and on behalf of said entity.

Dated: _____



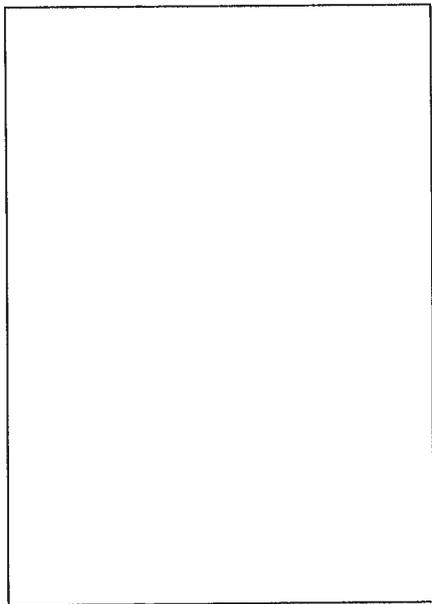
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me by Hossein Sepehr, the Area Director, Network Engineering & Operations of T-Mobile Central LLC, a Delaware limited liability company, for and on behalf of said entity.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

Exhibit A

A portion of the following described property:

Tract A: The Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 16, Township 28 North, Range 22 West, Dakota County, Minnesota; except the north 30 feet thereof which lies southeasterly of Line 1 described below:

Line 1. Beginning at a point on the east-west quarter line of said Section 16, distant 600.41 feet easterly of the west quarter corner thereof; thence southerly at an angle of 78 degrees 47 minutes 28 seconds from said east-west quarter line (measured from west to south) for 52.57 feet; thence deflect to the right on a tangential curve having a radius of 2908.79 feet and a delta angle of 05 degrees 22 minutes 11 seconds for 272.61 feet to a point of compound curvature; thence deflect to the right on a tangential curve having a radius of 862.52 feet and a delta angle of 16 degrees 34 minutes 50 seconds for 249.60 feet; thence on tangent to said curve for 265.81 feet and there terminating; containing 2.34 acres, more or less;

Subject to the following restriction: No access shall be permitted to Truck Highway No. 52 or Butler Avenue from the lands herein leased

EXHIBIT B-1

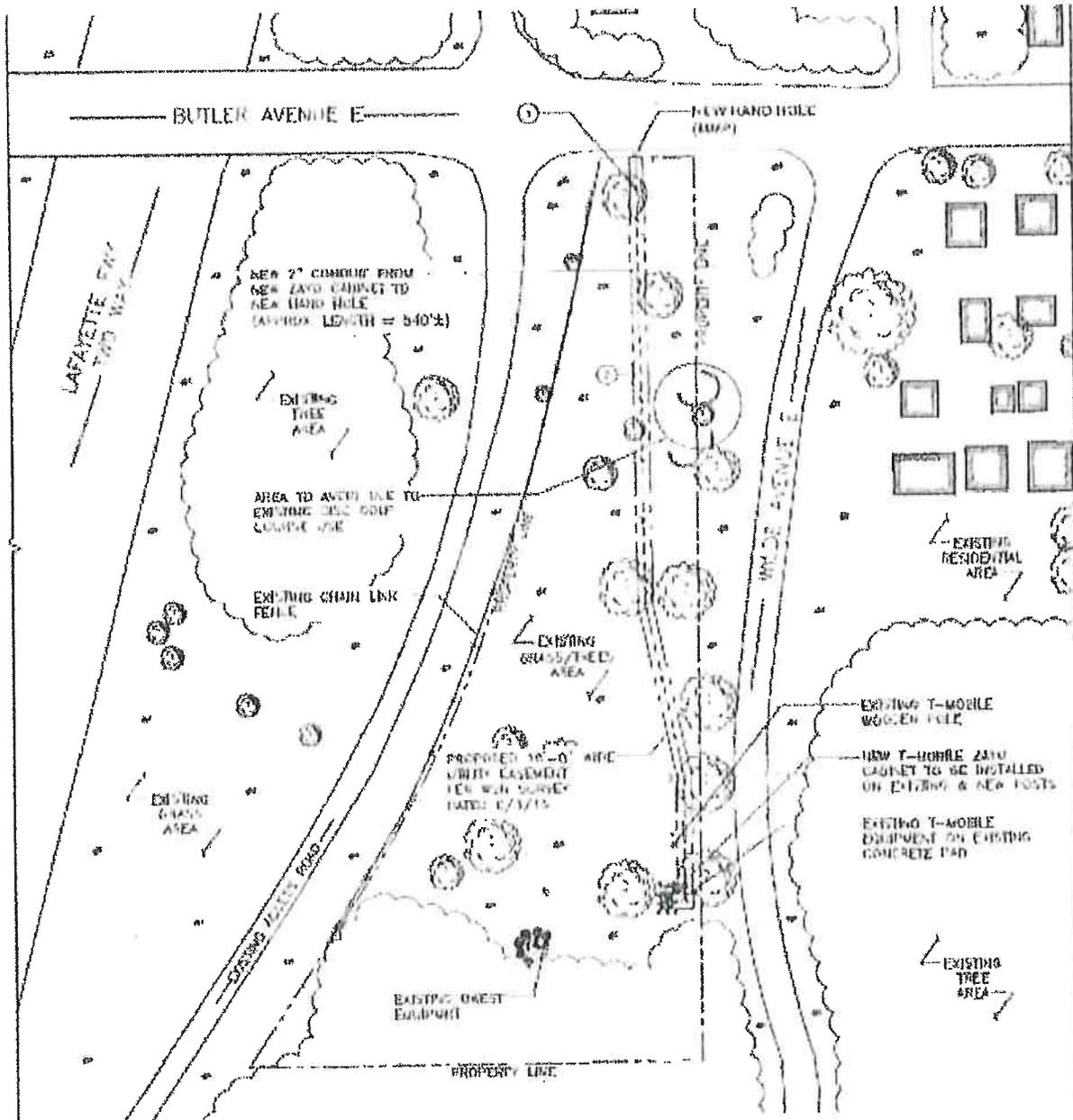


EXHIBIT B-2

Legal Description of new Fiber Access

A 10.00 foot wide easement for utility purposes over, under and across the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 16, Township 28 North, Range 22 West of the Fourth Principal Meridian, Dakota County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Northwest Quarter of the Northwest Quarter of the Southwest Quarter; thence South 0 degrees 02 minutes 54 seconds East along the West line of said Northwest Quarter of the Northwest Quarter of the Southwest Quarter, a distance of 544.80 feet; thence North 89 degrees 57 minutes 06 seconds East, a distance of 628.72 feet to the Point of Beginning of the centerline to be described; thence North 89 degrees 32 minutes 53 seconds East, a distance of 17.00 feet; thence North 0 degrees 27 minutes 07 seconds West, a distance of 89.00 feet; thence North 12 degrees 20 minutes 39 seconds West, a distance of 119.00 feet; thence North 0 degrees 41 minutes 31 seconds West, a distance of 310.00 feet to the south right of way line of Butler Avenue and said centerline there terminating.

The sidelines of said easement shall be shortened or lengthened to terminate at said south right of way line of Butler Avenue.



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-1

AGENDA ITEM: 2015-005 & 007 Final Compensating Change Order No. 1

ACTION TO BE CONSIDERED:

Approve Final Compensating Change Order #1 for a decrease of \$36,769.33 to the original contract of \$833,750.18 with Valley Paving for 2015-005 & 007 Street Improvement Projects resulting in a final contract amount of \$796,980.85

OVERVIEW:

The City received bids for the Mill & Overlay Projects (2015-005) and the Bituminous Removal and Replacement Projects (2015-007) on May 12, 2015. Valley Paving was the low bidder on the Mill & Overlay Projects and Bituminous Removal and Replacement Projects.

The attached Change Order #1 is a final compensating change order for the 2015-005, -007 Projects. The change order adds and subtracts the used portions of the bid quantities to calculate the project quantities.

SOURCE OF FUNDS:

The 2015 Street Program is paid for by using assessments, MSA, CIP funds, and paying for utility work out of their respective enterprise funds.

FINAL COMPENSATING CHANGE ORDER NO. 1

City Project No. 2015-005, 2015-007 Date: 12/04/15
Name of Project: Mill & Overlay Street Project Original Agmnt. Date: 05/18/15
Owner: City of South St. Paul
Contractor: Valley Paving

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE: \$833,750.18

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

The CONTRACT PRICE due to this CHANGE ORDER will be decreased by: \$36,769.33

The new CONTRACT PRICE including this CHANGE ORDER will be: \$796,980.85

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

The date for completion of all work will be 12/04/2015

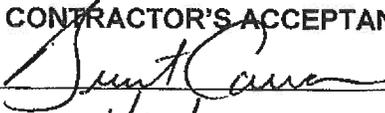
CITY ENGINEER'S RECOMMENDATION:

By: _____
Date: _____

OWNER'S ORDER:

By: _____
Date: _____

CONTRACTOR'S ACCEPTANCE:

By: 
Date: 1/19/16

The Justification for this CHANGE ORDER is attached.

2015-005, 2015-007 Final Compensating Change Order #1 Justification

Change Order #1 is a final compensating change order for the 2015-005, 2015-007 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 quantities for each of the bid items and an explanation for each line item.

The change order reflects actual as constructed quantities resulting in a \$39,849.04 cost savings to the project.

ITEM #	SPEC #	CONTRACT ITEM	UNIT	UNIT PRICE	AS-BID		FINAL QUANTITY		CHANGE ORDER		REASON FOR CHANGE
					QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	2021.501	MOBILIZATION	LS	\$24,000.00	1.00	\$ 24,000.00	1.00	\$ 24,000.00	0.00	\$ -	No Change
2	2104.501	REMOVE CURB (ALL TYPES)	LF	\$9.50	1,478.00	\$ 14,041.00	1,496.00	\$ 14,212.00	18.00	\$ 171.00	Field Measurement
3	2104.501	REMOVE WATERMAIN	LF	\$16.50	20.00	\$ 330.00	20.00	\$ 330.00	0.00	\$ -	No Change
4	2104.503	REMOVE SIDEWALK	SF	\$1.00	6,430.00	\$ 6,430.00	6,256.00	\$ 6,256.00	-174.00	\$ (174.00)	Field Measurement
5	2104.509	REMOVE GATE VALVE (ALL SIZES)	EA	\$590.00	1.00	\$ 590.00	2.00	\$ 1,180.00	1.00	\$ 590.00	Field Measurement
6	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$3.65	1,680.00	\$ 6,132.00	218.00	\$ 795.70	-1,462.00	\$ (5,336.30)	Item Not Used
7	2105.501	COMMON EXCAVATION (PO)	CY	\$43.00	78.00	\$ 3,354.00	78.00	\$ 3,354.00	0.00	\$ -	No Change
8	2123.61	STREET SWEEPING	HR	\$110.00	5.00	\$ 550.00	25.50	\$ 2,805.00	20.50	\$ 2,255.00	Item Not Used
9	2211.501	AGGREGATE BASE CLASS 5 (PQ)	TON	\$35.00	154.00	\$ 5,390.00	133.50	\$ 4,672.50	-20.50	\$ (717.50)	Field Measurement
10	2232.501	MILL BITUMINOUS SURFACE (1.5")	SY	\$1.07	21,198.00	\$ 22,681.86	19,098.00	\$ 20,494.86	-2,100.00	\$ (2,247.00)	Field Measurement
11	2232.501	MILL BITUMINOUS SURFACE (4")	SY	\$2.27	27,219.00	\$ 61,787.13	22,904.00	\$ 51,992.08	-4,315.00	\$ (9,795.05)	Field Measurement
12	2331.603	SAW SEAL JOINT	LF	\$2.65	8,894.00	\$ 23,569.10	6,091.00	\$ 16,141.15	-2,803.00	\$ (7,427.95)	Field Measurement
13	2360.501	TYPE SP 9.5 Wearing Course Mixture (2,B)	TON	\$59.30	4,176.00	\$ 247,636.80	3,785.00	\$ 224,450.50	-391.00	\$ (23,186.30)	Weight Tickets
14	2360.502	TYPE SP 12.5 Non-Wearing Base Course Mixture (2,B)	TON	\$52.60	3,913.00	\$ 205,823.80	3,331.00	\$ 175,210.60	-582.00	\$ (30,613.20)	Weight Tickets
15	2504.602	INSTALL NEW HYDRANT (CITY SUPPLIED HYDRANT)	EA	\$8,500.00	1.00	\$ 8,500.00	1.00	\$ 8,500.00	0.00	\$ -	No Change
16	2504.602	FURNISH & INSTALL 6" GATE VALVE & BOX	EA	\$3,000.00	1.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	No Change
17	2504.602	ADJUST GATE VALVE	EA	\$400.00	5.00	\$ 2,000.00	11.00	\$ 4,400.00	6.00	\$ 2,400.00	Field Measurement
18	2504.603	6" D.I.P. WATERMAIN	LF	\$50.00	10.00	\$ 500.00	20.00	\$ 1,000.00	10.00	\$ 500.00	Field Measurement
19	2504.608	DUCTILE IRON FITTINGS	LB	\$4.15	238.00	\$ 987.70	130.00	\$ 539.50	-108.00	\$ (448.20)	Field Measurement
20	2506.503	RECONSTRUCT MANHOLE	LF	\$175.00	62.40	\$ 10,920.00	101.12	\$ 17,696.00	38.72	\$ 6,776.00	Field Measurement
21	2506.516	F & I CASTING ASSEMBLIES (R-1733 w/ depressed lifts)	EA	\$745.00	41.00	\$ 30,545.00	14.00	\$ 10,430.00	-27.00	\$ (20,115.00)	Field Measurement
22	2506.516	F & I CASTING ASSEMBLIES (R-3250-1)	EA	\$900.00	17.00	\$ 15,300.00	19.00	\$ 17,100.00	2.00	\$ 1,800.00	Field Measurement
23	2506.516	MANHOLE TUCKPOINT	SF	\$75.00	10.00	\$ 750.00	0.00	\$ -	-10.00	\$ (750.00)	Item Not Used
24	2521.501	4" CONCRETE WALK (PEDESTRIAN RAMPS)	SF	\$8.32	6,430.00	\$ 53,497.60	6,256.00	\$ 52,049.92	-174.00	\$ (1,447.68)	Field Measurement
25	2531.501	CONCRETE B6-18 CURB & GUTTER	LF	\$18.75	1,478.00	\$ 27,712.50	1,496.00	\$ 28,050.00	18.00	\$ 337.50	Field Measurement
26	2104.603	REMOVE AND REPLACE BITUMINOUS PAVEMENT (ADA)	LF	\$11.00	500.00	\$ 5,500.00	392.00	\$ 4,312.00	-108.00	\$ (1,188.00)	Item Not Used
27	2531.618	TRUNCATED DOMES	SF	\$31.20	368.00	\$ 11,481.60	460.00	\$ 14,352.00	92.00	\$ 2,870.40	Field Measurement
28	2563.601	TRAFFIC CONTROL	LS	\$12,250.00	1.00	\$ 12,250.00	1.00	\$ 12,250.00	0.00	\$ -	No Change

29	2575.505	SODDING INCLUDING 4" TOPSOIL	SY	\$42.00	193.00	\$ 8,106.00	435.00	\$ 18,270.00	242.00	\$ 10,164.00	Field Measurement
30	2575.601	EROSION CONTROL	LS	\$2,000.00	1.00	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -	No Change
31	2582.501	TURN ARROW WHITE - POLY PREFORM	EA	\$569.00	1.00	\$ 569.00	1.00	\$ 569.00	0.00	\$ -	No Change
32	2582.501	SCHOOL XING - POLY PREFORM	EA	\$1,320.00	4.00	\$ 5,280.00	2.00	\$ 2,640.00	-2.00	\$ (2,640.00)	Field Measurement
33	2582.502	DOUBLE YELLOW CENTERLINE - EPOXY	LF	\$2.06	200.00	\$ 412.00	248.00	\$ 510.88	48.00	\$ 98.88	Field Measurement
34	2582.502	4" BROKEN YELLOW CENTERLINE - EPOXY	LF	\$1.03	1,160.00	\$ 1,194.80	737.00	\$ 759.11	-423.00	\$ (435.69)	Field Measurement
35	2582.502	4" WHITE SOLID LANE LINE - EPOXY	LF	\$1.03	63.00	\$ 64.89	64.00	\$ 65.92	1.00	\$ 1.03	Field Measurement
36	2582.503	CROSSWALK MARKING - POLY PREFORM	SF	\$11.85	864.00	\$ 10,238.40	900.00	\$ 10,665.00	36.00	\$ 426.60	Field Measurement
37	2104.509	REMOVE HYDRANT	EA	\$625.00	1.00	\$ 625.00	1.00	\$ 625.00	0.00	\$ -	No Change
38	CHANGE ORDER	EXTRA CATCH BASIN GRATES	EA	\$396.75	0.00	\$ -	5.00	\$ 1,983.75	5.00	\$ 1,983.75	added 5 grates to project
39	CHANGE ORDER	ADJUST MANHOLES	EA	\$650.00	0.00	\$ -	47.00	\$ 30,550.00	47.00	\$ 30,550.00	not included in original contract
40	CHANGE ORDER	FORCE ACCOUNT WORK	LS	\$5,707.86	0.00	\$ -	1.00	\$ 5,707.86	1.00	\$ 5,707.86	Time & Materials Extra Work
41	CHANGE ORDER	WORK ORDER #008497 - STORM SEWER REPAIR	LS	\$3,120.52	0.00	\$ -	1.00	\$ 3,120.52	1.00	\$ 3,120.52	Requested Extra Work
TOTAL CONSTRUCTION COST											
\$ 833,750.18											
\$ (96,769.33)											



CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: Community Development / Planning

ADMINISTRATOR: SPK

8-J

AGENDA ITEM: Minor Subdivision – 152 3rd Avenue South

ACTION TO BE CONSIDERED:

Adopt Resolution approving a minor subdivision for the property at 152 3rd Avenue South.

OVERVIEW:

Minnesota Statutes Section 272.162 enables the City Council to review and restrict certain transfers of real property within the municipality, if the municipality has affirmatively acted to assume that authority. On September 21, 1987, the City Council of South St. Paul adopted a resolution to assume and undertake the authority conferred by the State.

Pursuant to the authority granted by Minnesota Statutes Section 272.162, the Dakota County Recorder's Office will not record property splits until instructed by the City of South St. Paul. This process enables City staff to verify that all proposed lot splits meet applicable City Codes.

City staff received an application for a minor subdivision at 152 3rd Avenue South, from the City of South St. Paul, to amend the tax parcel boundaries for two previously platted lots that were under common ownership. The property was the former LuAnn's beauty salon and the new lots are proposed to be sold for development of single family homes through the City's Rediscover South St. Paul program.

The current tax parcels are 78.82 feet wide by 125.09 feet deep and 39.96 feet wide by 125.15 feet. The underlying plat for the property identifies three existing platted 40-foot lots (Lots 16-18) and proposed subdivision would split down the middle of Lot 17 creating two 60-foot wide tax parcels identified on the survey as Parcel A and Parcel B. Since the subdivision will create one additional developable lot a park dedication fee of \$2,500 will be required for the additional lot.

Parcel A would also have a portion of the parcel that would be dedicated as an easement that would allow space for the sidewalk as part of the Southview/3rd Avenue (County Highway 14) construction. The easement is approximately 5 feet in width stretching out 40 feet to the west and north from the southeast corner with the widest part at the corner itself reaching a depth of 14 feet.

After review of the request, staff has determined that the minor subdivision conforms to applicable City Codes. It is therefore recommended that the City Council, by motion, approve the minor subdivision at 152 3rd Avenue South.

60-DAY REVIEW DEADLINE: March 18, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-13

**A RESOLUTION APPROVING THE MINOR SUBDIVISION
AT 152 3RD AVENUE SOUTH**

WHEREAS, Dakota County Tax Parcels 36-32550-12-180 and 36-32550-12-170 are located in the City of South St. Paul, Dakota County, Minnesota and legally described as:

Lots 16-18, Block 12, HEPBURN PARK ADDITION

WHEREAS, these parcels include one 40-foot wide parcel and another parcel that is 80 feet wide which were fenced and utilized as one single-family residence/beauty salon; and

WHEREAS, these parcels consist of 3 lots that were platted in 1886, preceding current minimum lot dimensions, and could be developed as 3 residential lots or combined into different tax parcels to form 1 or 2 developable residential sites; and

WHEREAS, the City received an application from the City of South St. Paul's Community Development Department for a Minor Subdivision that would change the property line between the two parcels creating two 60-foot wide lots for development as single-family homes under the City's Rediscover South St. Paul; and

WHEREAS, the City received an application from the City of South St. Paul's Community Development Department for a Minor Subdivision that would change the property line between the two parcels creating two 60-foot wide lots for development as single-family homes under the City's Rediscover South St. Paul; and

WHEREAS, the City Council has duly considered the application.

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

1. That approval is hereby given to the split of the parcel into two residential lots of record legally described as follows:

Parcel A: Lot 16, Block 12, Hepburn Park Addition to the City of St. Paul, Dakota County, Minnesota and that part of Lot 17, said Block 12, lying southerly of the following described line: Commencing at the southwest corner of said Lot 16; thence on an assumed bearing of North 0 degrees 0 minutes 10 seconds East, along the west line of said Lots 16 and 17, a distance of 59.27 feet to the point of beginning of the line to be described; thence North 89 degrees 24 minutes 13 seconds East to the east line of said Lot 17 and said line there terminating.

Parcel B: Lot 18, Block 12, Hepburn Park Addition to the City of St. Paul, Dakota County, Minnesota and that part of Lot 17, said Block 12, lying northerly of the following described line: Commencing at

Resolution 2016-13
February 1, 2016

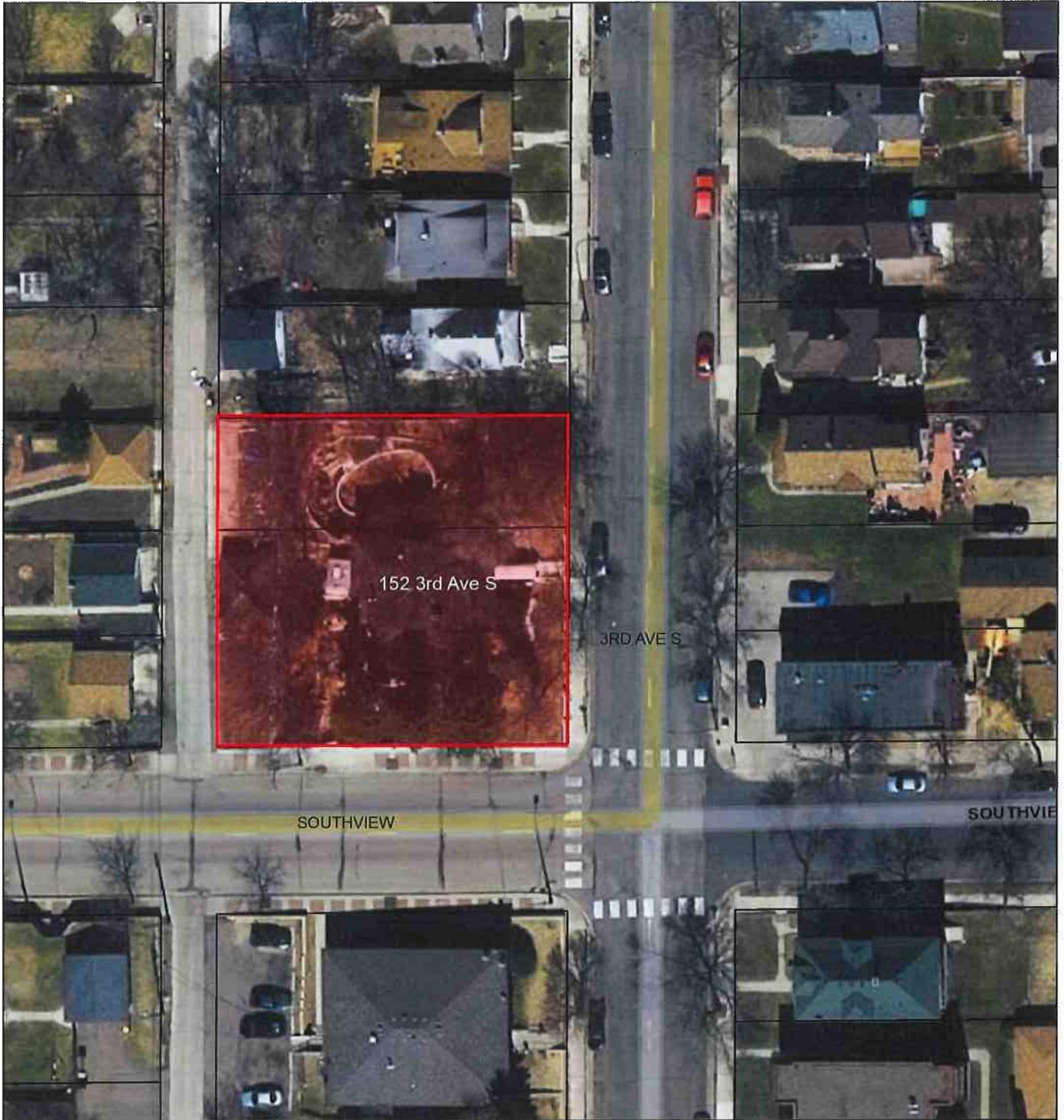
the southwest corner of Lot 16, said Block 12; thence on an assumed bearing of North 0 degrees 0 minutes 10 seconds East, along the west line of said Lots 16 and 17, a distance of 59.27 feet to the point of beginning of the line to be described; thence North 89 degrees 24 minutes 13 seconds East to the east line of said Lot 17 and said line there terminating.

2. Park Dedication fees for one new residential development parcel (\$2,500) are required and must be paid to the City of South St. Paul prior to the issuance of the building permit(s).
3. The parcels must be developed for single family residential purposes, only.
4. All off-street parking and driveway areas on both Parcel A and Parcel B must be hard-surfaced (concrete or asphalt), before issuance of any final certificate of occupancy for new residential construction.
5. All demolition and construction work shall require building permits to be approved by the City Building Official.

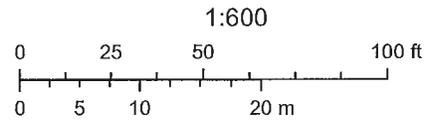
Adopted this 1st of February, 2016.

City Clerk

Dakota County, MN



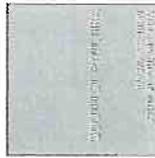
January 28, 2016



Property Information

Proposed

152 3rd Avenue South
EVANSTON, ILLINOIS



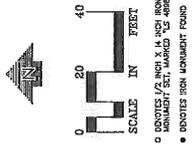
LOUCKS
PLANNING
ARCHITECTURE
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
7509 Hephburn Lane, Suite 100
Naperville, IL 60563
708.421.5505
www.loucksinc.com

CADD QUALIFICATION
The user is qualified to create and/or modify AutoCAD drawings in accordance with the standards of the American Institute of Architects (AIA) and the American Society of Mechanical Engineers (ASME).
USER / SUBMISSIONS
01/06/16 DRAWING ISSUED

PROFESSIONAL SEAL
I hereby certify that I am a duly Licensed Professional Engineer in the State of Illinois.
My. J. Heston
License No. 0170016
Date: 01/06/16
QUALITY CONTROL
Project No. 15-00008
Project Name: HEPBURN PARK ADDITION
Drawn By: N.L.
Checked By: N.L.
Field Code: SH



LOT SPLIT
1-1



DESCRIPTION OF PROPERTY

(Per Schedule A, of the Commitment for Title Insurance issued by PCA Title, as agent for Old Republic Title Insurance Company, File No. 15-01008 R First Supplemental, dated August 8, 2015.)

Parcel 1: Lots 16 and 17, Block 12, Hephburn Park Addition to the City of St. Paul, Dakota County, Minnesota.
Parcel 2: Lot 16, Block 12, Hephburn Park Addition to the City of St. Paul, Dakota County, Minnesota.

Abstract Property

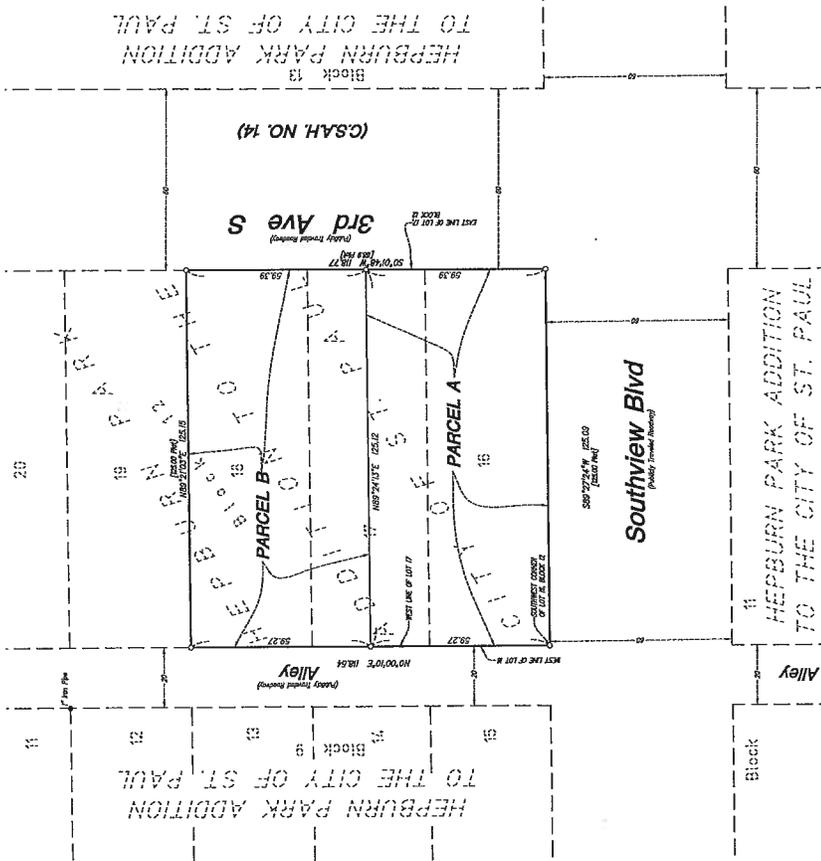
PROPOSED PROPERTY DESCRIPTIONS

PARCEL A:

Lot 16, Block 12, Hephburn Park Addition to the City of St. Paul, Dakota County, Minnesota and that part of Lot 17, said Block 12, lying northerly of the following described line: Commencing at the southeast corner of said Lot 16; thence on an assumed bearing of North 0 degrees 0 minutes 10 seconds East, along the west line of said Lots 16 and 17, a distance of 89.27 feet to the point of beginning of said line to be described; thence North 89 degrees 24 minutes 23 seconds East to the east line of said Lot 17 and said line there terminating.

PARCEL B:

Lot 16, Block 12, Hephburn Park Addition to the City of St. Paul, Dakota County, Minnesota and that part of Lot 17, said Block 12, lying northerly of the following described line: Commencing at the southeast corner of said Lot 16; thence on an assumed bearing of North 0 degrees 0 minutes 10 seconds East, along the west line of said Lots 16 and 17, a distance of 89.27 feet to the point of beginning of the line to be described; thence North 89 degrees 24 minutes 23 seconds East to the east line of said Lot 17 and said line there terminating.





CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: Community Development / Planning

ADMINISTRATOR: SPK

8-K

AGENDA ITEM: Right of Way Easement – Lots 16-17, Block 12, Hepburn Park Addition

ACTION TO BE CONSIDERED:

Granting a right of way easement for a portion of the property at Lots 16 and 17, Block 12, Hepburn Park Addition.

OVERVIEW:

The property at Lots 16-17, Block 12, Hepburn Park Addition is located at the northwest corner of Southview Boulevard and Third Avenue South (152 Third Avenue South). Currently the sidewalk at the corner of this site is very narrow and doesn't meet accessibility needs for strollers and wheel chairs. The property described above was in disrepair and was purchased by the City of South St. Paul for redevelopment through the Rediscover South St. Paul program which presented an opportunity to gain a strip of additional right of way to correct the accessibility issues on the sidewalk at this corner.

The proposed easement would grant a 5-foot by 40-foot strip of right of way stretching out from the corner to the west and north adjacent to the existing sidewalk with a maximum width of 14.21 feet at the corner.

60-DAY REVIEW DEADLINE: March 18, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-25

**A RESOLUTION GRANTING A RIGHT OF WAY EASEMENT
ON LOTS 16-17, BLOCK 12, HEPBURN PARK ADDITION**

WHEREAS, the subject property is located in the City of South St. Paul, Dakota County, Minnesota and legally described as:

Lots 16-17, Block 12, HEPBURN PARK ADDITION

WHEREAS, the City of South St. Paul is the owner of the property at the northwest corner of Third Avenue South and Southview Boulevard and currently there is minimal space within the right of way to accommodate sidewalk and retaining wall; and

WHEREAS, the City of South St. Paul proposes to grant a right of way easement over a portion of the property to allow additional right of way space; and

WHEREAS, the City Council has duly considered the application.

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

1. That approval is hereby given to grant a right of way easement legally described as follows:

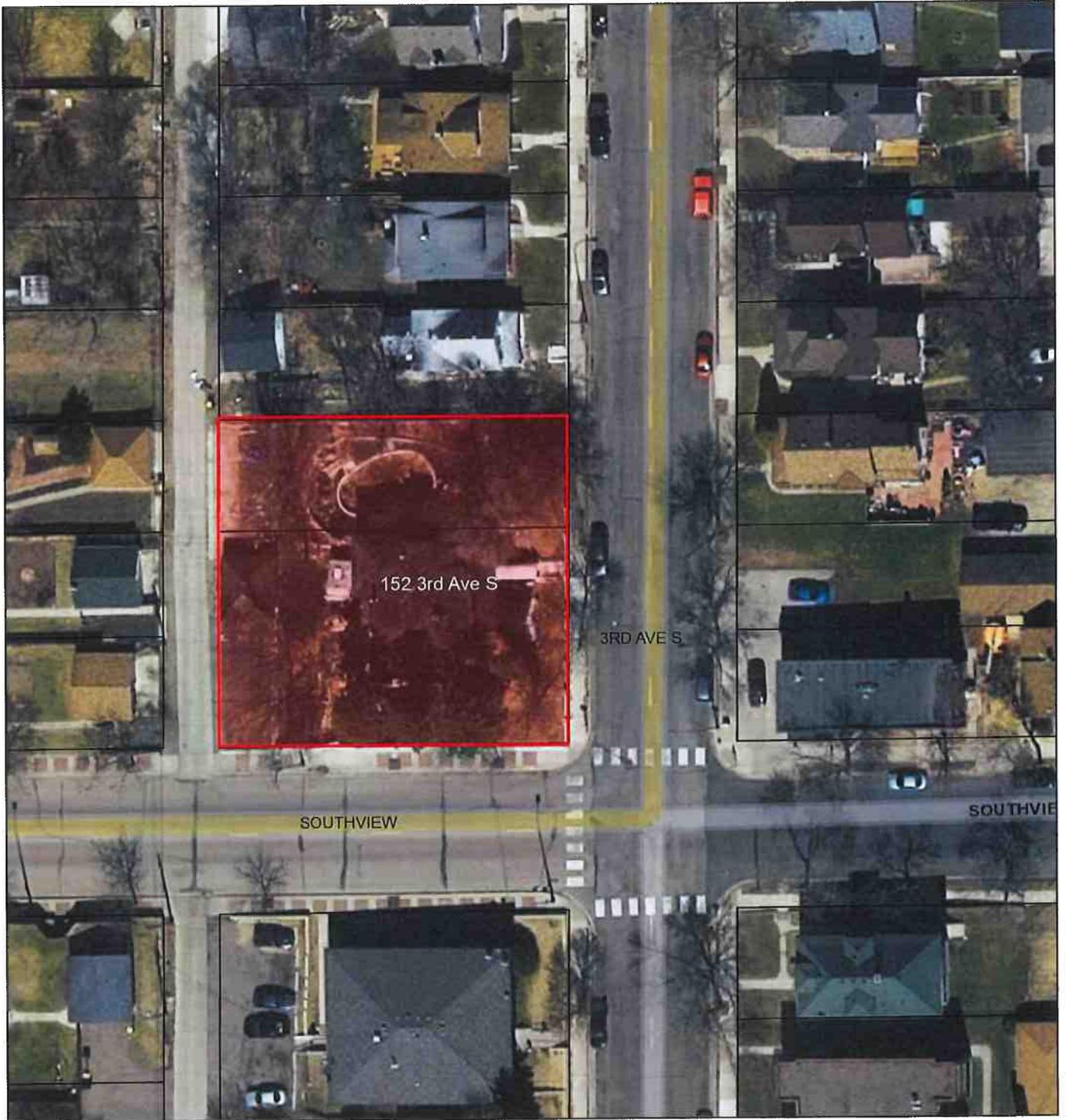
Easement Description:

That part of Lots 16 and 17, Block 12, Hepburn Park Addition to the City of St. Paul, Dakota County, Minnesota, described as follows: Beginning at the southeast corner of said Lot 16; thence on an assumed bearing South 89 degrees 27 minutes 24 seconds West, along the south line of said Lot 16, 40.00 feet; thence North 00 degrees 01 minute 48 seconds East 5.00 feet; thence North 89 degrees 27 minutes 24 seconds East 25.00 feet; thence North 44 degrees 44 minutes 36 seconds East 14.21 feet; thence North 00 degrees 01 minute 48 seconds East 25.00 feet; thence North 89 degrees 27 minutes 24 seconds East to the east line of said Lot 17; thence southerly, along the east line of said Lots 16 and 17, to the point to beginning.

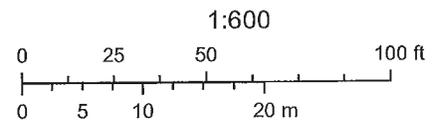
Adopted this 1st of February, 2016.

City Clerk

Dakota County, MN



January 28, 2016



Property Information

152 3rd Avenue South
 PUBLIC TRAVELED ROADWAY

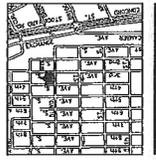
PLANNING
 CIVIL ENGINEERING
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 ENVIRONMENTAL

LOUCKS
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 LANDSCAPE ARCHITECTURE
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 7200 Hennick Lane, Suite 200
 Maple Grove, MN 55127
 www.loucks.com

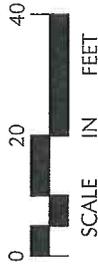
PROFESSIONAL SIGNATURE
 I, *[Signature]*, State of Minnesota, License No. 48988, License Type: Landscape Architect, hereby certify that I am the author of the design and content of this drawing and that I am a duly licensed professional in the State of Minnesota.
 Date: 01/26/16

QUALITY CONTROL
 Checked By: MS
 Field Crew: SA

PROJECT CONTROL
 License Project No.: 15-589
 Drawn By: NS
 Checked By: MS
 Field Crew: SA



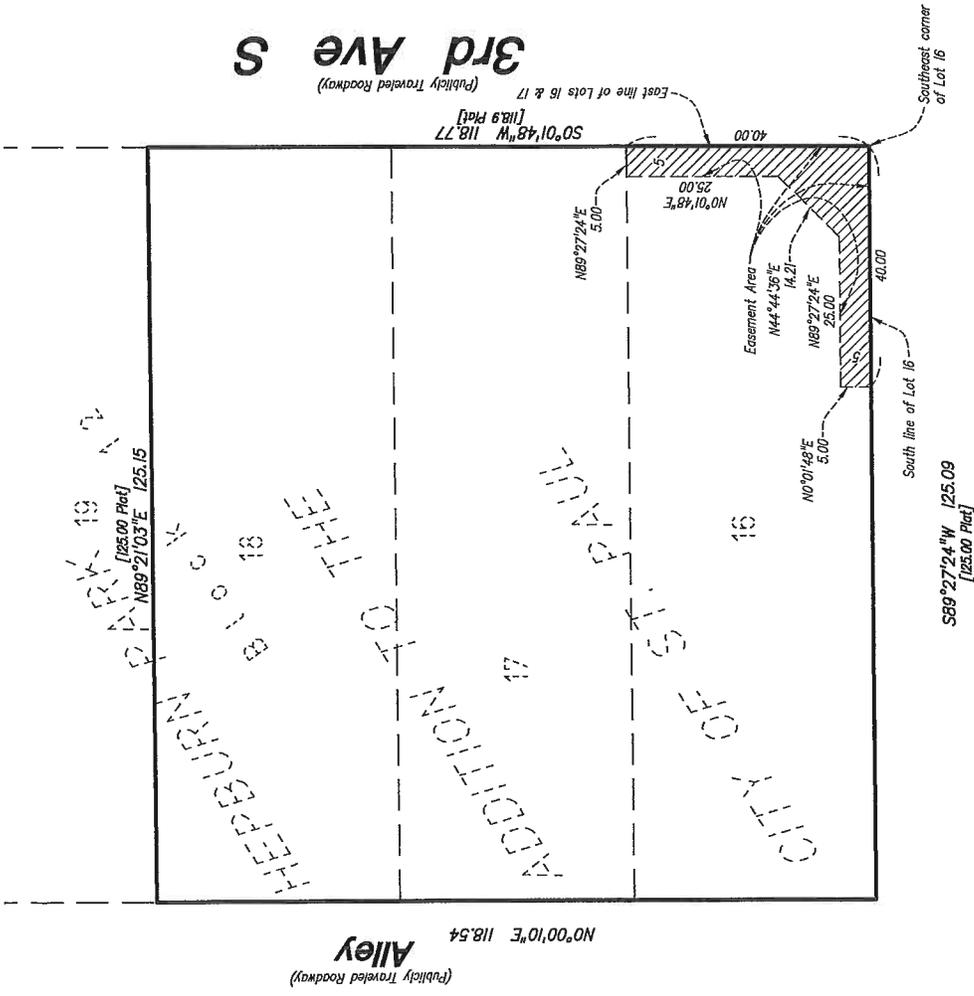
EASEMENT
 EXHIBIT
 1-1



Easement Description

That part of Lots 16 and 17, Block 12, Hepburn Park Addition to the City of St. Paul, Dakota County, Minnesota, described as follows: Beginning at the southeast corner of said Lot 16; thence on an assumed bearing South 89 degrees 27 minutes 24 seconds West, along the south line of said Lot 16, 40.00 feet; thence North 00 degrees 01 minute 48 seconds East 5.00 feet; thence North 89 degrees 27 minutes 24 seconds East 25.00 feet; thence North 44 degrees 44 minutes 36 seconds East 14.21 feet; thence North 00 degrees 01 minute 48 seconds East 25.00 feet; thence North 89 degrees 27 minutes 24 seconds East to the east line of said Lot 17; thence southerly, along the east line of said Lots 16 and 17, to the point to beginning.

(CSAH, NO. 14)



Southview Blvd
 (Publicly Traveled Roadway)



CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: Community Development / Planning

ADMINISTRATOR: SPK

8-L

AGENDA ITEM: Odor Monitoring and Complaint Response Contract

ACTION TO BE CONSIDERED:

Approve Resolution 2016-26 to approve the contract for consultant odor monitoring and complaint response services.

OVERVIEW:

The contract with Short Elliot and Hendrickson (SEH) consultants provides services for monitoring to address Significant Odor Generator (SOG) issues, expertise in reviewing odor management practices with potential SOG facilities, review of potential Odor Management Plans prepared by SOG facilities, as well as complaint response services.

The cost for the 2016 contract is consistent with the cost for 2015 and was included in the Code Enforcement budget.

These services are essential if the City is to get odor issues under control. The consultants provide the necessary expertise to help the City evaluate if odor mitigation efforts will be consistent with the City's odor regulations.

60-DAY REVIEW DEADLINE: N/A

SOURCE OF FUNDS:

The contract cost of \$24,000 was included under Professional Services in the Code Enforcement budget.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-26

**RESOLUTION APPROVING AN AGREEMENT FOR CONSULTANT ODOR
ORDINANCE TECHNICAL SUPPORT WITH SHORT ELLIOT HENDRICKSON, INC.**

WHEREAS, the City Council has reviewed and considered an agreement for consultant services for Odor Ordinance Technical Support between Short Elliot Hendrickson, Inc. (SEH) and the City of South St. Paul, and other related matters (the "Agreement");

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

1. That the form, terms and provisions of the Agreement and the transactions contemplated thereby be, and are, hereby approved.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Adopted this 1st day of February, 2016.

City Clerk



Building a Better World
for All of Us®

January 21, 2016

RE: Proposal for Odor Ordinance Technical
Support in 2016
City of South St. Paul
SEH No. 128854

John Sachi
City Engineer
City of South St. Paul
City Hall
125 Third Ave. No.
South Saint Paul, MN 55075

Dear Mr. Sachi:

Short Elliott Hendrickson, Inc. ("SEH") appreciates the opportunity to present you with this proposal for continued odor monitoring and technical support services to the City of South Saint Paul (the "City" or "SSP"). The City of South St. Paul will benefit from SEH's support to achieve each of the following:

- Support the City with technical support regarding Sanimax Significant Odor Generator (SOG)
- Conduct supplemental odor monitoring at potential SOG facilities, as needed
- Provide presentations and meeting attendance for SOG facilities
- Provide odor complaint response services
- Help the City review and evaluate progress on Odor Management Plans prepared by facilities with odor issues located in South St. Paul

SEH understands our role supporting the enforcement of the City Odor Pollution Ordinance (the "Ordinance"). The goal is to continue to reduce odorous activities in the City, minimize the threat to health, safety and welfare from odors, and minimize detrimental impacts on development. SEH proposes to provide technical engineering support to help the City achieve these goals. South St. Paul will benefit from SEH's broad knowledge of issues related to odor and technical expertise regarding odor control systems for industrial facilities and wastewater operations.

The SEH services proposed below will support the ongoing odor reduction progress to date.

SCOPE OF SERVICES

Task 1 – Conduct Follow-up Odor Monitoring on Potential SOG Facilities and Complaint Response

Odor monitoring conducted in 2014 and 2015 identified some facilities as having odor observations at or just below significance. SEH proposes to conduct odor monitoring at Sanimax for approximately eight times over the course of a week in May/June 2016. Sanimax will be monitored on every visit to access their progress compared to previous years. If other facilities are suspected for odor potential, SEH will include those facilities in the odor monitoring as directed by the City. Monitoring will only be performed if SEH personnel can discern which facility is generating odors from any others.

On each survey day, SEH staff will use the City's Nasal Ranger to measure the intensity of odors at the target locations. Upwind and downwind odor observations will be taken with wind directions being

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

confirmed using the City's Kresbach wind meter. SEH will log the results of the upwind and downwind odor observations. SEH will obtain weather information (wind speed and direction, air temperature, precipitation, etc.) for each survey day from the South St. Paul airport meteorological data to go along with the odor observations. The results of the monitoring will be documented in a draft report which will be provided to the City for review and comment. SEH will finalize the document based on the comments received.

When City odor complaints occur, Todd Potas is notified by e-mail and he will continue to check in with City staff to determine if odor complaint response is required. SEH will dispatch a qualified person as available to perform odor readings response. Nasal Ranger observations will be taken at the location of the complaint and up wind as needed to confirm the odor source. Wind speed and direction information along with the descriptors of the odor will be documented and reported to the City. Total time for responding to a complaint will be less than 3 hours which would include mobilization, picking up the equipment and conducting the upwind and downwind odor observations to validate a complaint. A table and summary of the findings will be prepared to communicate the results of the odor complaint validation. Wind direction will be confirmed with data from the South St. Paul Airport weather station. This budget assumes that a maximum of 30 complaint responses will be needed during 2016.

Task 2 – Meeting Support and Work with Significant Odor Generators

The City will periodically meet with owners and operators of odor producing facilities to discuss possible odor control strategies and technologies. SEH proposes to participate in these meetings when requested by the City and to provide the City with technical expertise regarding odor control strategies and technologies. The City anticipates that the Ordinance will require Significant Odor Generators to develop Odor Management Plans that document their approach and steps to be taken to control odors. SEH will review the plans on behalf of the City and offer professional opinions on the adequacy of the plans.

SEH project team manager, Todd Potas, may be called on to present the results of the odor monitoring work and discuss technical odor source and control. Mr. Potas will continue to participate in meetings with SOG facilities, Washington County and the City of Newport on odor impacts, as required. It is assumed that there will be approximately five of these meetings in 2016.

After a Significant Odor Generator implements an Odor Management Plan, the City may want to evaluate the effectiveness of the odor controls. SEH will help evaluate the odor management plan implementation and progress. SEH is also available to conduct follow-up odor monitoring and to help the City evaluate odor reduction effectiveness of implemented or proposed controls. The level of effort needed for each Significant Odor Generator will vary based on the complexity of the Odor Management Plan. The budget for Task 2 includes the review of one Odor Management Plan.

STAFF

SEH project team members understand the City of South St. Paul wishes to enforce the Odor Pollution Ordinance (the "Ordinance"). The goal of the Ordinance is to reduce odorous activities in the City, minimize the threat to health, safety and welfare from odors, and detrimental impacts on development in the City. SEH has maintained the following odor monitoring and complaint response team members for this project:

<u>Team Members</u>	<u>Rate, \$/hr</u>
Aaron Kutz (trained on 7/11/2014)	65
Katrina Shaw (trained in July 2015)	85
Steven Plachinski (trained on 7/11/2014)	95
Todd Potas (trained on 7/11/2014)	177

Sensitivity testing confirming normal sense of smell has been performed on all four members. Typical complaint response time would be less than one hour depending on availability.

ESTIMATED COST

SEH will complete these efforts on a time and materials basis. We suggest that the City budget \$24,000 for the proposed scope of work, \$19,000 for tasks 1 and 2 and \$5,000 for contingency. SEH fees and reimbursable expenses for this effort will not exceed this amount without the prior written authorization from the City. The work will be completed under the terms and conditions of the SSP and SEH services agreement which was signed on 06/19/2014. The breakdown of the cost is shown below:

Task	Description	Cost
1a	Monitoring (one to two facilities for 8 observations)	\$3,500
1b	Complaint response (30 events)	\$10,500
2	Technical and meeting support (5 meetings)	\$5,500
	Project Contingency for additional monitoring	\$5,000

SCHEDULE

SEH is prepared to begin completing this scope of work upon receipt of your written authorization and expect to start within a week or two of receipt of that authorization. Our cost estimate is based on Aaron Kutz conducting most all of the odor survey portion of the scope of work (Task 1- Odor Monitoring and Complaint response). We will work with the City to establish a schedule for working with Significant Odor Generators as the needs arise. The contingency will not be used without prior written authorization.

We look forward to continuing our work with you on this project. Please contact Todd Potas at 651-490-2174 if you have any questions regarding our proposal.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Todd A. Potas, PE
Project Manager

TAP

ACCEPTED BY AND AUTHORIZATION TO PROCEED: CITY OF SOUTH SAINT PAUL

By: _____
Authorized Client Signature

Date: _____

By: _____
Printed Name

_____ Title



CITY COUNCIL AGENDA REPORT
DATE: February 1, 2016
DEPARTMENT: CITY CLERK/CITY ATTORNEY
ADMINISTRATOR: JPK

10-B

AGENDA ITEM: Rental Housing Ordinance Amendment

ACTION TO BE CONSIDERED:

Motion to adopt Ordinance No. 1300, *An Ordinance Amending City Code Article VII of Section 106 regarding Residential Rental Housing* and authority its publication.

OVERVIEW:

The City Council held a first reading of the Rental Housing Ordinance Amendment on November 16, 2015. Subsequent to that meeting, City Staff held an informational meeting with landlords in order to obtain input on the ordinance. The meeting was well-attended and many thoughtful concerns were expressed. These concerns were brought to the Council at the January 4th Council worksession. Based upon the discussion from the worksession, City Staff is recommending approval of the attached ordinance tonight.

The most significant changes to the ordinance since the first reading are as follows:

1. Removed the criteria for “good moral character” from the initial background investigation on new applicants. An applicant’s criminal history and related business experience should be sufficient information for the Council to determine whether or not a license should be approved.
2. Removed the reference for the City’s ability to conduct background investigations on renewal applications. If there is an issue with a renewal applicant, there is likely sufficient information in the public records that a criminal history check through the BCA would not be necessary.
3. Removed rental density restrictions.
4. Made the language concerning the definition of a boarding house consistent in the ordinance, which is: No more than 3 unrelated persons may reside in a dwelling unit.

Staff is recommending adoption of Ordinance No. 1300, relating to Residential Rental Housing and authorize its publication.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

Ordinance No. _____

**AN ORDINANCE AMENDING CITY CODE ARTICLE VII OF SECTION 106
REGARDING RESIDENTIAL RENTAL HOUSING**

The City Council of the City of South St. Paul does ordain:

SECTION 1. AMENDMENT. South St. Paul City Code Section 106 is hereby amended as follows:

ARTICLE VII. - RESIDENTIAL RENTAL HOUSING

Sec. 106-230. - Purpose.

It is the purpose of this article to protect the public health, safety and welfare of the citizens of the city who live in rental units, the property owners who operate and manage rental units, and the general public who reside next to rental units, by adopting a rental dwelling inspection and maintenance program that corrects substandard conditions and maintains a standard for existing and newly constructed rental dwellings in the city. The operation of rental properties is a business enterprise that includes certain responsibilities. Rental owners, operators and managers are responsible for taking such reasonable steps as are necessary to ensure that the citizens who occupy such rental units, as well as neighboring properties, may pursue the quiet enjoyment of the normal activities of life in surroundings that are safe, secure, and sanitary, free from noise, nuisances and annoyances, and free from unreasonable fears about safety of persons and property.

Sec. 106-231. - Definitions.

Words used in this article shall have the following meanings unless otherwise defined in this article.

Alternative inspection report means a rental dwelling inspection report that the applicant obtains from an independent building inspector or for insurance-related or mortgage-related purposes, or another inspection report deemed acceptable by the city's building official.

Apartment means a community, complex or building having a common owner and containing at least one rental dwelling unit.

Boardinghouse means a building other than a motel or hotel where, for compensation and by prearrangement for definite periods, meals or lodging are provided for more than three (3) unrelated persons.

City approved inspector's report or inspection report means a rental dwelling inspection report prepared and signed by a housing evaluator.

City administrator means the South St. Paul City Administrator or his or her designee.

Dwelling means a building or one or more portions of a building occupied or intended to be occupied for residential purposes.

Family means those persons legally related to each other in a linear relationship such as spouses, grandparents, parents, children, grandchildren and siblings. Family does not include branching relationships such as aunts, uncles or cousins.

~~Housing appeals board means the South St. Paul Planning Commission.~~

Housing evaluator means an independent inspector who is licensed by the city as an evaluator, pursuant to section 106-181.

Let for occupancy or to let or to rent means to permit possession or occupancy of a dwelling or rental dwelling unit by a person who is not the legal owner of record thereof, pursuant to a written or unwritten lease.

Occupant or tenant means any person living or sleeping in a dwelling unit, or having possession of a space within a dwelling unit.

Operate means to ~~charge a rental charge, fee or other form of compensation for the use~~rent, lease or grant the use and possession of a rental dwelling unit, whether or not compensation is paid.

Operator or manager means any person who has charge, care or control of a structure or premises that is let or offered for occupancy.

Owner or licensee means any person, agent, or operator having a legal or equitable interest in the property or recorded in the official state, county or city records as holding title to the property or otherwise having control of the property.

Person may be an individual, corporation, firm, association, company, partnership, organization or any other group acting as a unit.

Rental dwelling means any dwelling used for residential occupancy by one or more persons who are not the owner or a member of the owner's family.

Rental dwelling unit means any room or rooms, or space, in any rental dwelling designed or used for residential occupancy by one or more persons who are not the owner or a member of the owner's family.

Sec. 106-232. - License required.

~~(a)~~ (a)—General rules.

(1) No person shall operate a rental dwelling or rental dwelling unit in the city without a license pursuant to city code chapter 18 article II.

(2) No person shall operate a boardinghouse in any zoning district within the city, which means that no more than three (3) unrelated persons may reside in one rental dwelling.

(b) Applications. An application for a license shall be made on a form provided by the city. The license application shall include:

- (1) Property owner information.
 - a. The name, address, and complete information of the property owner, if the property owner is an individual.
 - b. The name, address and complete information of at least one officer, manager or director, if the property owner is a business entity.
- (2) Property contact information. For single-family residential dwellings, the license applicant must provide 24-hour contact information for one person in any of the following categories, which shall be kept current for the term of the license. For all other types of Dwellings, the license applicant must provide 24-hour contact information for two people in any of the following categories:
 - a. At least one owner of the rental dwelling or rental dwelling unit;
 - b. At least one person, if different from the owner, who is responsible for compliance with this and any other code requirement pertaining to the rental dwelling or rental dwelling unit, such as a manager.
 - c. Any of the owner's agents responsible for management of the rental dwelling or rental dwelling unit, such as a property management company and the name and contact information of a person at the property management company.
 - d. Any vendors and all vendees, if the rental dwelling or rental dwelling unit is being sold pursuant to a contract for deed.
- (3) Number and type of units. The license application must contain the number of units and types of units (condominium, apartment, townhome, etc.) within the rental dwelling.
- (4) Inspection report. The license application must be accompanied by a satisfactory city approved inspector's report or an alternative inspection report that is dated within the 48 months preceding the application date.
- (5) Notification of changes. The city clerk must be notified in writing of any changes to the information provided on the application.
- (6) Existing license holders. Owners of rental dwellings who hold a multi-year rental property license from the city as of the effective date of this article, shall apply for a license pursuant to this article and shall comply with all requirements contained herein, unless otherwise noted. The license application fee for the owner's new license shall be off-set against the pro-rated portion of the remaining term of the owner's current license. No annual fee shall be due on any renewal license until the current license would have automatically expired. The satisfactory city approved inspection report or alternative inspection report must be dated within the 48 months preceding the application date.

Sec. 106-233. - ~~Reserved.~~ Investigations:

- (a) In order to protect the general welfare of the public for all applications, a background investigation will be conducted on the owner listed on any new application. The city may request additional information from the applicant regarding all property owners, if the property is owned by individuals or regarding all officers, managers, or directors, if the

property is owned by a business entity, and may conduct additional background investigations as it deems necessary. The applicant shall pay a background investigation fee for each background investigation conducted, as set by resolution adopted by the city council.

(b) Authorization: At the time of making a new application, the applicant must provide written authorization to the city to investigate all facts set out in the application and to do a personal and business background investigation on the applicant. A criminal background investigation shall be conducted as part of a personal background investigation. The information obtained from the investigation shall be used to assist the Police Chief in making a recommendation to the City Council as to whether the applicant should be granted a license. The recommendation may be based on the following criteria:

(1) Whether the applicant was convicted of a crime or offense in the last five years involving or directly relating to the business for which a license is sought; or

(2) Whether there is a material misrepresentation in the application.

Sec. 106-234. - Changes in ownership.

A license is nontransferable. If there is a change in the ownership of the rental dwelling or rental dwelling unit, a new license is required.

Sec. 106-235. - Changes in the rental dwelling or rental dwelling unit.

If changes are made in the number or type of units, the licensee shall amend its license in accordance with the provisions of subsection 106-232(b).

Sec. 106-236. - Annual license.

Persons desiring to let rental dwellings or rental dwelling units must make an annual application to the city, provide the information required by this section and pay the applicable license fees prior to any new or renewal license being issued.

Sec. 106-237. - Conditions of the license.

As conditions of the license, the licensee must do the following:

- (a) Tenant register. Maintain a current register of tenants and other persons who have a lawful right to occupancy of rental dwellings or rental dwelling units, which must be available for inspection by city officials upon request. The licensee must designate the name of the person or persons who will have possession of the register and must promptly notify the city administrator of any change in the identity, address or telephone numbers of such person. For purposes of this section, "current" means that the register is updated every 30 days.
- (b) Fire certification. Execute a statement that the smoke detectors are properly installed and operable and that the fire exits are accessible.

- (c) Tenant screening certification. Execute a statement that the licensee has a screening process the licensee uses during the approval process of each tenant to attempt to insure quality tenants occupy the rental dwelling.

(d) Minnesota Crime-Free Lease Addendum. Use the Minnesota Crime-Free Lease Addendum, or its equivalent, as part of its leases.

Sec. 106-238. - Display of license certificate.

The license certificate must be exhibited in a conspicuous place at or near the entrance to the rental dwelling. One license certificate must be displayed for each building. If practical, the certificate must be displayed in the rental office or other common area accessible to all tenants of the licensed building.

Sec. 106-239. - Exemptions.

This section does not apply to and no license shall be required for hotels, motels, hospitals, state-licensed residential care facilities, assisted living facilities or nursing homes.

Sec. 106-240. - Responsibility for acts of manager.

Licensees are responsible for the acts or omissions of their managers as it pertains to the rental dwelling.

Sec. 106-241. - Maintenance standards.

- (a) [Tenant responsibilities.] Tenants are responsible for the condition of the rental dwelling units that they occupy. The licensee is responsible for the maintenance of the rental dwelling units, and the lot on which the rental dwelling sits. It is ultimately the responsibility of the licensee to assure that every rental dwelling is maintained in compliance with all city ordinances and state laws. A violation of any of the following laws and ordinances constitutes a public nuisance:

- (1) Building Code (Sec. 106).
- (2) Animal Ordinance (Sec. 15).
- (3) Fire Prevention Code (Sec. 30).
- (4) Parked or Stored Motor Vehicles (Sec. 58).
- (5) Public Nuisance Ordinance (Sec. 34).
- (6) Solid Waste Ordinance (Sec. 46).
- (7) Exterior Storage (Sec. 118-240).

- (b) Interior inspections of rental dwellings. The building official, building inspector, fire department personnel, police officers and their respective representatives are authorized inspectors who may enter rental dwellings for purposes of making inspections reasonably necessary to enforce this section. The tenant and owner shall be given notice of the inspection by personal service, electronic communication, telephone contact or postmarked letter at least 72 hours prior to the time the inspection is made. All authorized inspectors noted in this section have the authority to enter any rental dwelling or rental dwelling unit at

all reasonable times. Each tenant of a rental dwelling or rental dwelling unit shall give the owner, the owner's agent or authorized city official access to any part of such rental dwelling or rental dwelling unit at reasonable times for the purpose of inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this article. An owner or tenant may refuse to permit entry to a rental dwelling or rental dwelling unit for an inspection pursuant to this article, in which case, the inspector may seek an administrative search warrant authorizing such inspection.

Sec. 106-242 - Conduct in rental dwelling or rental dwelling unit

- (a) [Provisions.] It shall be the responsibility of the licensee to assure that persons occupying a rental dwelling unit conduct themselves and cause their guests to conduct themselves in such a manner as not to cause the rental dwelling or rental dwelling unit to be disorderly. For the purposes of this section, a rental dwelling or rental dwelling unit is disorderly at any time that any of the following activities occur ~~and criminal or administrative charges are issued to the appropriate person(s):~~
- (1) Violation of subsection 38-79(f) (noisy parties);
 - (2) Violation of the laws relating to disorderly conduct, as defined in Minn. Stat. § 609.72;
 - (3) Violation of the laws relating to the possession of controlled substances, as defined in Minn. Stat. § 152.01;
 - (4) Violation of city code chapter 6 article III (unlawful sale of intoxicating liquor or 3.2 percent malt liquor) or violation of the laws relating to the sale of intoxicating liquor, as defined in Minn. Stat. § 340A.701, 340A.702, or 340A.703;
 - (5) Violation of the laws relating to liquor and minors, as defined in Minn. Stat. § 340A.503(1).
 - (6) Violation of the laws relating to prostitution or acts relating to prostitution, as defined in Minn. Stat. § 609.321, subd. 9, Minn. Stat. § 609.322 or 609.324;
 - (7) Violation of the laws relating to the unlawful use or possession of a firearm in a rental dwelling or rental dwelling unit, as defined in Minn. Stats. §§ 609.266—609.672;
 - (8) Violation of the laws relating to assault, as defined in Minn. Stat. § 609.224;
 - (9) Violation of the laws relating to contributing to the need for protection or services or delinquency of a minor, as defined in Minn. Stat. § 609.378;
 - (10) Violation of Sec. 106-241 (maintenance standards).
- (b) First violation. Upon a determination by the city that a rental dwelling unit was used in a disorderly manner, as described in section 106-242, the city shall give written notice to the licensee and the tenant of the violation and direct the licensee to take steps to prevent further violations. Such notice shall comply with the requirements of a compliance letter issued pursuant to section 38-105 and notify the licensee that if another disorderly incident occurs within three months of the first incident, an administrative citation may be issued.
- (c) Second violation (two incidents within three months). If a second incident of disorderly use of the rental dwelling unit occurs involving the same tenant within three months of the first notice, the city ~~shall notify the licensee and the tenant in writing of the violation and shall~~

~~also require the licensee to submit a written report of the actions taken within the preceding three months, and the proposed actions to be taken by the licensee to prevent further disorderly use of the rental dwelling unit. This written report shall be submitted to the city clerk within five days of receipt of the notice of disorderly use. may issue an administrative citation pursuant to section 38-106. In addition, the council may consider denying, revoking or suspending the rental license pursuant to section 106-244.~~

- (d) ~~Third violation (three incidents within 12 months). If a third incident of disorderly use of the rental dwelling unit occurs involving the same tenant within 12 months after the first violation noted above, the license for that rental dwelling or the rental dwelling unit may be denied, revoked or suspended pursuant to section 106-244. In addition, the council may consider imposing city shall issue an administrative citation a tier 1 penalty pursuant to subsection 106-244(b).~~
- (e) ~~Fourth violation (four incidents within 24 months). If a fourth incident of disorderly use of the rental dwelling unit occurs involving the same tenant within 24 months after the first violation, the license for that rental dwelling or the rental dwelling unit may be denied, revoked or suspended pursuant to section 106-244. In addition, the council may consider imposing city shall issue an administrative citation a tier 2 penalty pursuant to subsection 106-244(b).~~
- (f) ~~Fifth violation (five incidents within 36 months). If a fifth incident of disorderly use of the rental dwelling unit occurs involving the same tenant within 36 months after the first violation, the license for that rental dwelling or the rental dwelling unit may be denied, revoked or suspended pursuant to section 106-244. In addition, the council may consider imposing a tier 3 penalty pursuant to subsection 106-244(b).~~

~~Sec. 106-243. STAR Program.~~

~~To promote crime-free housing, the city encourages rental property owners to voluntarily participate in the STAR program by fulfilling the program elements each year of licensure. A STAR program application form must be completed and submitted with the license application in order for an owner to participate in the STAR program.~~

- (a) ~~More than three dwelling units. For owners with more than three dwelling units, the following criteria set forth the STAR requirements for each participation level.~~
 - (1) ~~Minimum STAR participation. To qualify for minimum STAR participation, owners or managers shall comply with the following:~~
 - a. ~~Use a Minnesota Crime Free Housing Lease Addendum or equivalent.~~
 - b. ~~Provide the city a copy of rental criteria regarding tenants with criminal backgrounds.~~
 - c. ~~Upon request, provide a copy of third party background check procedures for tenants.~~
 - d. ~~Actively pursue the eviction of noncompliance tenants.~~

- e. ~~Within 12 months of joining the STAR program, complete at least phase One of the Minnesota Crime Free Rental Housing Program. The phases of the Minnesota Crime Free Rental Housing Program are:
 - 1. ~~Phase one. Management training—resident managers and/or owners attend an eight-hour seminar presented by police, fire, public housing and others.~~
 - 2. ~~Phase two. Security assessment—this phase will certify that the rental property has met the security requirements for the tenant’s safety.~~
 - 3. ~~Phase three. Resident training—a meeting is held for the residents where crime watch and crime prevention techniques are discussed.~~~~
- (2) ~~Maximum STAR participation. To qualify for maximum STAR participation, owners and managers shall achieve minimum STAR participation and add the following:
 - a. ~~Within 12 months of joining the STAR program, complete all three phases of crime free rental housing training and receive a certificate of completion by the city.~~~~
- (b) ~~One to three dwelling units. For owners with one to three dwelling units, the following criteria set forth the STAR requirements for each participation level.
 - (1) ~~Minimum STAR participation. To qualify for minimum STAR participation, owners and managers shall comply with the following:
 - a. ~~Use a Minnesota Crime Free Housing Lease Addendum or equivalent.~~
 - b. ~~Upon request, provide a copy of third party background check procedures for tenants.~~
 - c. ~~Actively pursue the eviction of noncompliant tenants.~~~~
 - (2) ~~Maximum STAR participation. To qualify for maximum STAR participation, owners and managers shall achieve minimum STAR participation and add the following:
 - a. ~~Within 12 months of joining the STAR program, complete all three phases of crime free rental housing training and receive a certificate of completion by the city.~~
 - b. ~~Have no unresolved City Code violations.~~~~~~

Sec. 106-243 - Reserved

Sec. 106-244. - License denial, suspension, or revocation and administrative penalties.

- (a) Grounds for denial, suspension or revocation. The city council may deny, revoke or suspend a license for any of the following:
 - (1) Any of the reasons enumerated in city code section ~~18-31~~18-47(b) (revocation, suspension or denial of a business license).
 - (2) Any uncorrected violations of section 106-241 (maintenance standards).

(3) Violations of subsection 106-242(a) (code of conduct).

(4) Any other violation of this article.

~~The city council may suspend a license for a set period of time or until violations of city code or state law are corrected and, in addition, impose a civil penalty of up to \$2,000.00 or the city council may impose a combination of these sanctions. The city council may reduce the penalty if the owner is a STAR participant, as noted in Table 1. In addition, the city council may stay any penalty action if the owner is engaged in good faith efforts to address the violations. Any temporary suspension, suspension or revocation shall comply with section 18-47(c) and (d).~~

~~(b) Minimum civil penalties. The following civil penalties are deemed appropriate minimum civil penalties and may be imposed for a licensee's failure to comply with an applicable statute, rule or ordinance relating to the license or a lack of cooperation by licensee with city staff in trying to enforce such statute, rule or ordinance. However, the level and order of the penalties will be at the sole discretion of the city council, based upon the nature of the infraction and a recommendation from city staff. When appropriate, the city may impose penalties exceeding those stated below:~~

Table 1

Penalties	Maximum STAR Participation	Minimum STAR Participation	NonParticipating STAR
Tier 1:	\$250 Fine	\$350 Fine	\$500 Fine
Tier 2:	\$500 Fine	\$600 Fine	\$1,500 Fine
Tier 3:	\$600 Fine	\$800 Fine	\$2,000 Fine

~~(e) Notice. Written notice must be provided pursuant to city code subsection 18-31(b).~~

~~(d) Hearing before rental housing appeals board. A hearing will be conducted pursuant to city code section 18-31(b) before the rental housing appeals board. It is not necessary that criminal charges be brought in order to support a determination of a license violation nor does the dismissal or acquittal of such a criminal charge operate as a bar to adverse license actions under this section. Following the hearing, the rental housing appeals board shall make recommendations to the city council that may include the following components:~~

~~(1) A civil penalty;~~

~~(2) Denial, revocation, suspension or nonrenewal of the license for all or any part of the rental dwelling;~~

~~(3) Additional terms and conditions on the licensee that are reasonably necessary to accomplish the purposes of this section.~~

~~(e) Final decision by city council. At the next city council meeting following the hearing, the council shall consider the matter and the council may adopt or modify the recommendations of the rental housing appeals board, or take no action on the license. The decision by the city council following a hearing is final. Upon a decision to revoke, deny, suspend or not renew a license, no new application from the current owner for the same rental dwelling will be accepted for a period of time specified in the council's decision, not exceeding one year.~~

(fb) Nonexclusive remedy. Enforcement actions provided in this section are not exclusive, and the council may take any action with respect to a licensee, a tenant or the licensed premises as is authorized by the city code, state or federal law.

(gc) Reapplication. Upon suspension or revocation of a license, the owner may not reapply for a license for a period of six months. Upon expiration of the six-month period, the applicant must re-apply for a license and by complying with all the provisions of section 106-232.

(hd) Notification to tenants. Upon suspension, revocation or nonrenewal of a license, the city will notify all affected tenants that the license has been revoked, suspended or not renewed, which may affect their requirement to pay rent.

Sec. 106-245. - Summary action.

(a) Emergency. The building official has the authority to summarily condemn or close individual rental dwelling units or areas of the rental dwelling on the following basis:

(1) When the conduct of any owner or owner's agent, representative, employee or lessee is detrimental to the public health, sanitation, safety and general welfare of the community;

(2) When the condition of the rental dwelling or rental dwelling unit is detrimental to the public health, sanitation, safety and general welfare of the community;

(3) When the property in or on which it is located, is in a condition such that it is detrimental to the public health, sanitation, safety and general welfare of the community; or

(4) When the behavior of the residents of the rental dwelling or rental dwelling unit constitutes a nuisance, fire hazard, or other unsafe or dangerous condition.

(b) Notice. Notice of summary action will be posted at the units or areas affected and will describe the units or areas affected. No person shall remove the posted notice, other than the building official or a designated representative.

(c) Appeal. Any person aggrieved by a decision or action of the building official to condemn all or part of a rental dwelling shall be entitled to appeal to the council by filing a notice of appeal with the city administrator. The city administrator must schedule a date for hearing before the council and notify the aggrieved person of the date. The hearing will be conducted pursuant to subsection 18-31(b).

Sec. 106-246. - Posted to prevent occupancy.

Whenever any rental dwelling or rental dwelling unit is found to be unfit for human habitation under the State Building Code, it shall be posted by the building official or any other designated representative of the city, on the door of the rental dwelling or rental dwelling unit, whichever the case may be, to prevent further occupancy. No person, other than the building official or the city representative, shall remove or alter any posting. The building official or city representative will post the date the rental dwelling or rental dwelling unit shall be vacated and no person shall reside in, occupy or cause to be occupied that rental dwelling or rental dwelling unit until the building official, the city representative or council permits it.

Sec. 106-247. - No warranty by city.

By enacting and undertaking to enforce this article, neither the city nor its council, agents or employees warrant or guaranty the safety, fitness or suitability or any rental dwelling or rental dwelling unit in the city. Owners and occupants should take appropriate steps to protect their interests, health, safety and welfare.

SECTION 2. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective _____
_____.

Approved: _____

Published: _____

Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 1, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

10-C

AGENDA ITEM: Adoption of Final Concept Plan for Project No. 2014-011 Southview Blvd. Redesign

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-23 RESOLUTION FOR ADOPTION OF THE FINAL CONCEPT PLAN FOR PROJECT NO. 2014-011 SOUTHVIEW BLVD. REDESIGN.

OVERVIEW:

On September 21, 2015, the Council held a public hearing for the Southview Boulevard Redesign project as part of the City's required Minnesota Statute Chapter 429 process for special assessments. At this meeting, the Council requested that staff consider retaining the signals or proposing all-way stops at 7th and 12th Avenue.

County staff collected and reviewed additional data to address concerns and reassess what traffic control would be justified and appropriate at these two locations. The study of the intersection at 7th Avenue recognized that traffic levels do not warrant a signal and the appropriate traffic measure was an all-way stop control. An engineering study of six alternatives was completed for the 12th Avenue intersection. The six alternatives included: a new signal with left turn lanes, all-way stops, keeping the existing intersection while removing the signal and performing maintenance items (mill & overlay, sidewalk patching, etc.), two-way stop, a mini-roundabout concept, and keeping the existing intersection with no other improvements. The study concluded that a signal is not warranted and should be removed and replaced with a two-way stop configuration with bump outs, or a mini-roundabout. All other alternatives were either eliminated or not acceptable for reasons shown in the attached evaluation matrix. The letters from the County regarding the 2009 speed limit change, and the traffic control recommendations are included in the attachments. The full traffic recommendations report for Southview Boulevard is available for reading upon request.

On December 15, 2015, staff recommended an all-way stop at 7th Avenue and either a two-way stop or a mini-roundabout at 12th Avenue for the City's consideration. Attached is the final concept layout plan that incorporates the additional study of the 7th and 12th Avenue intersections. The next step in the process is approving the JPA with Dakota County for final design engineering, right-of-way, construction and construction administration. Staff recommends adopting the final concept plan for the project before approving the JPA with Dakota County. The attached resolution adopts the final concept layout plan. Final design is anticipated to start at the end of February and the project is intended to be bid in the winter/spring of 2017.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-23

**RESOLUTION FOR ADOPTION OF THE FINAL CONCEPT PLAN FOR
PROJECT NO. 2014-011 SOUTHVIEW BOULEVARD REDESIGN**

WHEREAS, it is proposed to improve Southview Boulevard from 3rd Avenue to 20th Avenue and 3rd Ave from Southview Boulevard to Marie Avenue (the “Project”); and

WHEREAS, the City, in coordination with Dakota County, has developed a final concept plan for the Project, and

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

1. That the attached Final Concept Layout Plan for the Project is hereby adopted by the City.

Adopted this 2nd day of February, 2016.

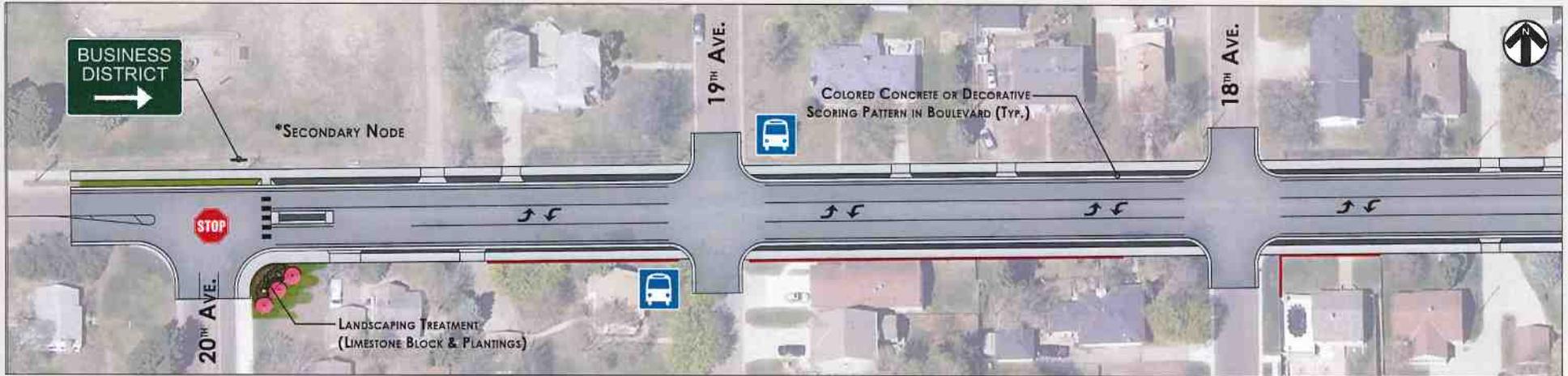
City Clerk



Final Concept Layout 20th Avenue - 15th Avenue

LEGEND

-  DECORATIVE BARRIER WALL
-  EXISTING RETAINING WALL
-  PROPOSED STREETLIGHT
-  ALL-WAY STOP
-  TRANSIT STOP
-  TRANSIT SHELTER



NOTE: DRIVEWAY LOCATIONS AND CONFIGURATIONS TO BE REVIEWED WITH PROPERTY OWNER INPUT DURING FINAL DESIGN

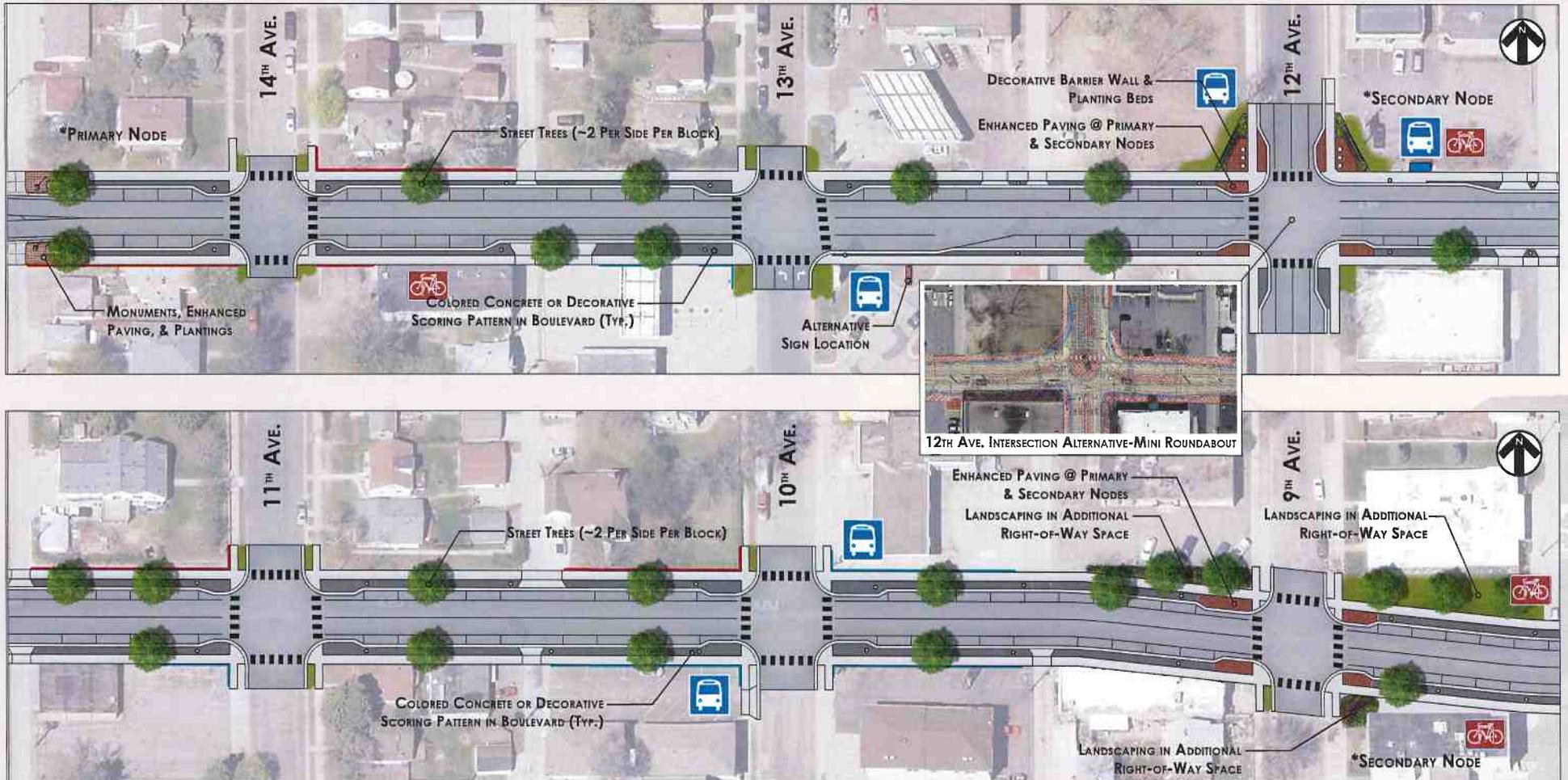
FEBRUARY 1, 2016



Final Concept Layout 14th Avenue - 9th Avenue

LEGEND

-  DECORATIVE BARRIER WALL
-  EXISTING RETAINING WALL
-  PROPOSED STREETLIGHT
-  TRANSIT STOP
-  TRANSIT SHELTER
-  BIKE PARKING



NOTE: DRIVEWAY LOCATIONS AND CONFIGURATIONS TO BE REVIEWED WITH PROPERTY OWNER INPUT DURING FINAL DESIGN

FEBRUARY 1, 2016

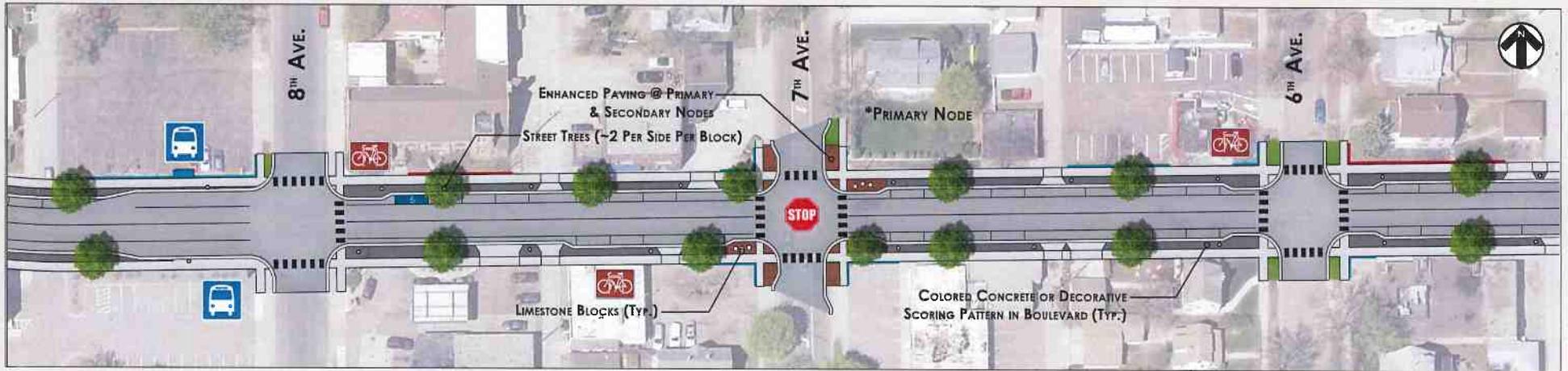


Final Concept Layout

8th Avenue - 3rd Avenue

LEGEND

-  DECORATIVE BARRIER WALL
-  EXISTING RETAINING WALL
-  PROPOSED STREETLIGHT
-  ALL-WAY STOP
-  TRANSIT STOP
-  TRANSIT SHELTER
-  BIKE PARKING



NOTE: DRIVEWAY LOCATIONS AND CONFIGURATIONS TO BE REVIEWED WITH PROPERTY OWNER INPUT DURING FINAL DESIGN

FEBRUARY 1, 2016



Final Concept Layout 3rd Avenue

LEGEND			
	DECORATIVE BARRIER WALL		TRANSIT STOP
	EXISTING RETAINING WALL		TRANSIT SHELTER
	PROPOSED STREETLIGHT		BIKE PARKING
	ALL-WAY STOP		



NOTE: DRIVEWAY LOCATIONS AND CONFIGURATIONS TO BE REVIEWED WITH PROPERTY OWNER INPUT DURING FINAL DESIGN

FEBRUARY 1, 2016



January 27, 2016

Physical Development Division
Steven C. Mielke, Director

Dakota County
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124-8579

952.891.7000
Fax 952.891.7031
www.dakotacounty.us

Environmental Resources
Land Conservation
Groundwater Protection
Surface Water
Waste Regulation
Environmental Initiatives

Office of Planning

Operations Management
Facilities Management
Fleet Management
Parks

Transportation
Highways
Surveyor's Office
Transit Office

John Sachi, City Engineer
City of South St. Paul
125 3rd Ave N.
South St. Paul, MN 55075

Dear Mr. Sachi,

As you requested, I am writing to provide background for the 2009 speed limit change along Southview Boulevard (County State Aid Highway 14) in the City of South St. Paul, including the evaluation and communication that took place to address concerns regarding the newly established speed limits.

For many years, Dakota County utilized the "urban district" component of Minnesota Statute §169.14 Subdivision 2(1) to designate several County highways as 30 mph speed through urban areas, including Southview Blvd.

From 2007 – 2009, a study was conducted by Mn/DOT to assess statutory speed limits and definitions. An outcome of this study changed the definition of "urban district" under Minnesota State Statute 169.011 to read as follows:

*Subd. 90. **Urban district.** "Urban district" means the territory contiguous to and including any city street which or town road that is built up with structures devoted to business, industry, or dwelling houses situated at intervals of less than 100 feet for a distance of a quarter of a mile or more.*

The change in the definition of "urban district" to specifically stipulate city streets or town roads meant that county roadways would no longer utilize the 30 mph statutory speed limit. A summary letter of the change from January 19, 2010 from the State Traffic Engineer is attached.

County roads that do not have speed limits specifically defined in the statutes are required by Statute 169.14 to have an authorized speed limit from the Commissioner of Transportation (Mn/DOT). Therefore, to provide for an authorized speed on County highways which had utilized the "urban district" definition, Dakota County staff requested that Mn/DOT establish speeds along the 10 County highways affected by this change. In assessing speeds, Mn/DOT staff reviews travel speed and area conditions to establish a safe and reasonable speed by which the majority of drivers will travel under favorable conditions.

www.dakotacounty.us

One of the roadways studied was Southview Boulevard from Mendota Road to Concord Street (TH 156). A speed limit study was conducted by Mn/DOT in 2009. The speed authorization dated November 25, 2009 (enclosed) established the following:

- 35 miles per hour between the intersection with Oakdale (County Highway 73) and County Road 8 (15th Street)
- 30 miles per hour between County Road 8 (15th Street) and Trunk Highway 156 (Concord Ave)

Mn/DOT worked with both County and City staff, evaluating comments from Dakota County field reviews and comments from both yourself and the West St. Paul City Engineer regarding concerns for the increase in posted speed. The Mn/DOT speed reviewer, Chad Erickson, took additional field trips and collected more data to ensure speed recommendations were the most appropriate for each area.

At your request to communicate information regarding the speed studies and results, Chad Erickson from Mn/DOT and I attended the December 7, 2009 City of South St. Paul Council meeting. In addition, due to the number of locations where the posted speed limit was increased, Mn/DOT agreed to conduct after studies to determine the effect of the speed change, including Southview Blvd. Also enclosed is speed data before (2009) and after (2010) the speed change for the entire roadway. Of particular note are the results of the segment west of 15th Street. With the increase in posted speed to 35 mph, the actual travel speed of the majority of traffic decreased slightly. The end result west of 15th Street therefore has been a reduction in speeds and a posted speed that motorists are more compliant with.

The speed transition west of 15th Avenue (CR 8) is an appropriate location to employ dynamic signing to bring motorists attention of the need to slow down heading toward the downtown area, and is planned to be implemented as part of the upcoming Southview project. Also, once the Southview project is complete, we could consider asking Mn/DOT to conduct an updated speed study to ensure posted speeds reflect the changed roadway conditions.

If you have any questions, please feel free to contact me at 952-891-7178 or at Kristi.Sebastian@co.dakota.mn.us.

Respectfully,



Kristi M. Sebastian, P.E., PTOE
Dakota County Traffic Engineer

Encl: Mn/DOT letter dated 1/19/2010
Speed Authorization 11/25/2009
2009 Speed Data; 2010 Speed Data



Minnesota Department of Transportation

Memo

Office of Traffic, Safety & Technology

1500 West County Road B2

Mail Stop 725, RTMC

Roseville, MN 55113

Tel: 651-234-7000

Fax: 651-234-7004

January 19, 2010

To: Susan Groth
State Traffic Engineer

From: Brad Estochen
Assistant State Traffic Safety Engineer

Subject: Speed Limit Task Force Study and resulting **2009 Legislative Changes**

In 2007 proposed legislation directed MnDOT to consult and solicit input from local governments related to several existing laws applying to residential speed limits and their associated definitions – the proposed legislation never became law. The 2008 legislative session a similar directive was presented, passed, and signed into law during session. In expectation of the legislative request MnDOT commissioned a task force in late 2007 to study the residential speed limits in consultation with local units of government. To facilitate this process, in particular with regards to the requirement that local units of government be consulted, MnDOT worked with the City Engineers Association of Minnesota and the Minnesota County Engineers Association to solicit member participation in the study process.

The majority of the task force work was completed during the 2008 calendar year and the final report, titled Study and Report on Speed Limits, was delivered to the legislature during the 2009 session. The report recommending the following changes to the current speed limit laws:

1. The Urban District statutory speed limit should apply to all streets and highways, regardless of jurisdictional ownership, that meet the requirements in statute.
2. Rural Residential District statutory speed limits should apply to city streets and town roads. Existing statute limits the Rural Residential Statutory speed limits exclusively to township roads.
3. The Residential Roadway definition should removed the “or portion of road” from statute. This change allows the residential roadway statute to be applied to roads that are less than ½ mile in total length.

Representative Peggy Scott and Senator Lisa Fobbe introduced legislation to implement the recommendations presented in the report. As the bill was being developed input was received by the broader representation of the City and County Engineers Associations, Minnesota Association of Townships, and the law enforcement community. While the bill was in committee a modification to the Urban District definition was made. **This change restricted the use of the Urban District statutory limits to city streets and town roads, eliminating the application to trunk highways and county roads.** The County Engineers association strongly supported this change since they believed that a statutory limit of 55 mph was more appropriate for county roads and slower speed should be determined based on a speed study. MnDOT did not oppose this modification. The modified bill left the committee and was **passed** into legislation and signed by the governor on **May 9th, 2009.**

Links to the task force report and modified legislation are listed below for your reference

Task Force: <http://www.dot.state.mn.us/speed/pdf/Speed%20Limit%20Task%20Force%20Final%20Report.pdf>
Legislation: <https://www.revisor.mn.gov/laws/?id=56&doctype=Chapter&year=2009&type=0>



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION** Page 1 of 1 Page(s)
LOCAL STREET OR HIGHWAY SPEED LIMIT AUTHORIZATION

Road Authority	Dakota County	Date	November 25, 2009
Road Name or No.	County State Aid Highway 14		
Termini of Zone: From	County State Aid Highway 73		
To	Trunk Highway 156	Date of Request	July 10, 2008

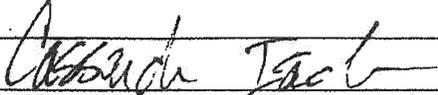
As authorized in Minnesota Statutes, Section 169.14, it is hereby ordered that the following speed limits are approved and shall be put into effect on the described roadway or sections thereof.

35 miles per hour between the intersection with County State Aid Highway 73 and the intersection with County Road 8

30 miles per hour between the intersection with County Road 8 and the intersection with Trunk Highway 156

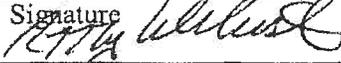
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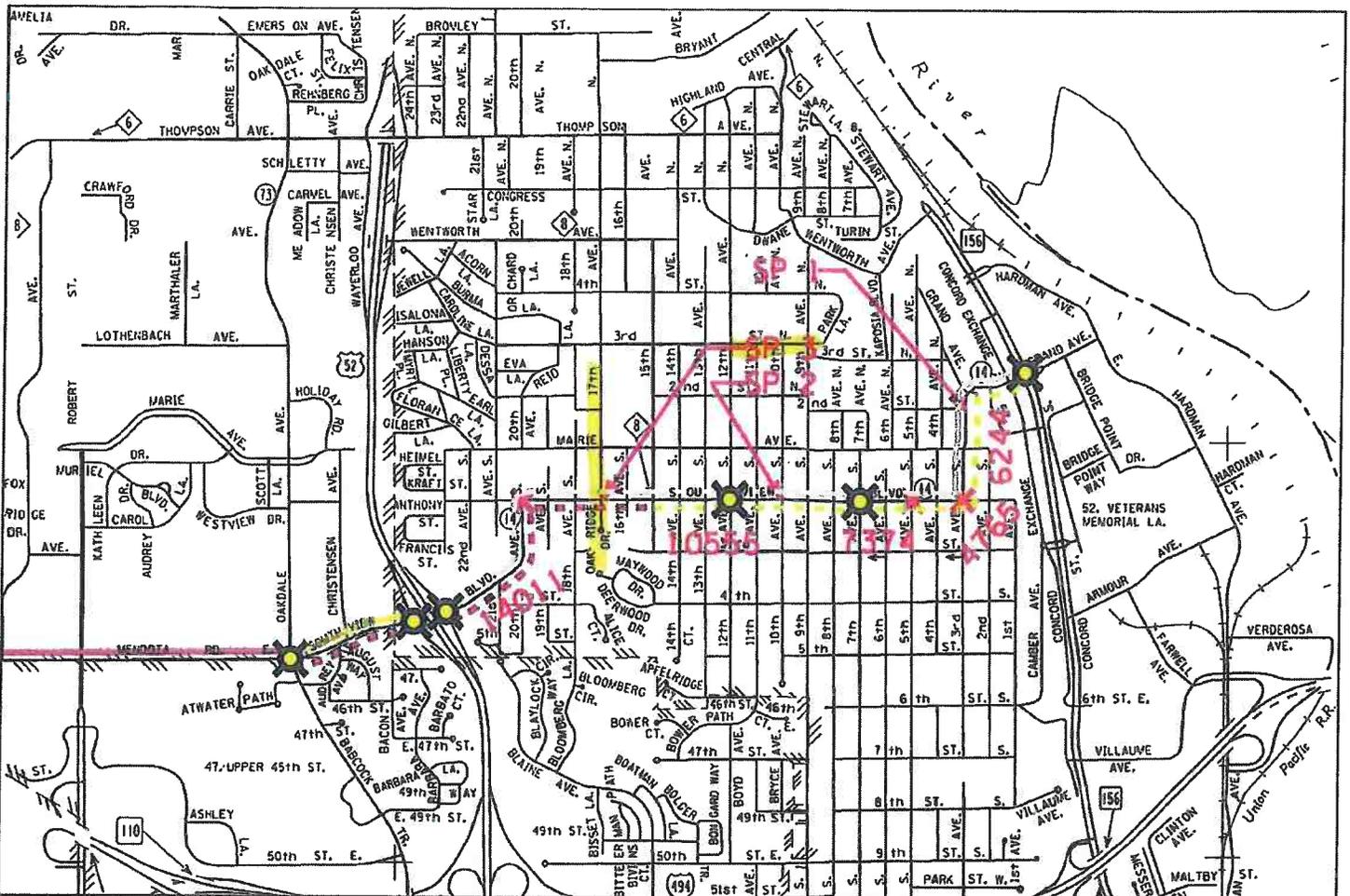
The speed limits, described in this authorization, are authorized contingent upon curves and hazards being signed with the appropriate advance curve or warning signs, including appropriate speed advisory plates. The roadway described shall be reviewed for traffic control devices impacted by the authorized speed limits before posting the signs. Warning signs and speed limit signs shall be, in accordance with the Minnesota Manual on Uniform Traffic Control Devices.


 Mn/DOT Authorized Signature

- (1) White - Road Authority
- (1) Pink - Central Office Traffic
- (1) Blue - District Traffic Engineer

for Road Authority use only
Date traffic control devices changed implementing this authorization

Month-Day-Year	Signature	Title
12-17-09		Traffic Ops Supervisor



CSAH 14 - SOUTHVIEW BLVD

- EXISTING STATUTORY SPEED LIMIT
- EXISTING 30 MPH SPEED LIMIT
- EXISTING 35 MPH SPEED LIMIT
- PROPOSED 30 MPH SPEED LIMIT
- PROPOSED 35 MPH SPEED LIMIT
- SPEED SAMPLE
- TRAFFIC SIGNAL
- 2007 AADT
- ALL-WAY STOP

DATE 7/7/09

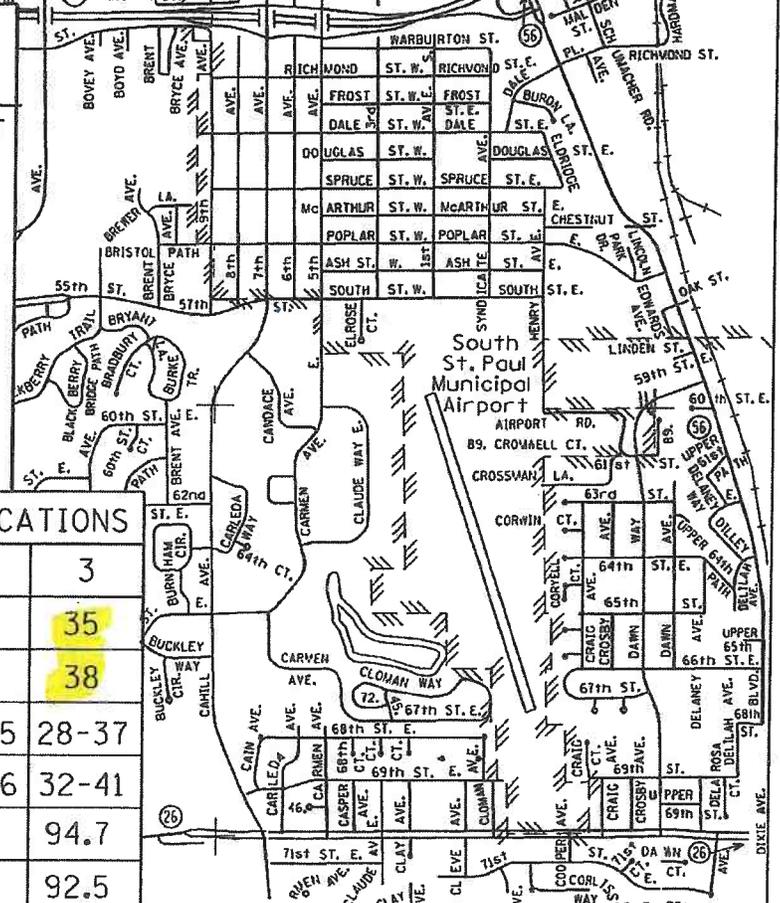
SCALE IN FEET

Page 1 of 1

BEFORE

SPEED CHECK LOCATIONS

		1	2	3
85th Percentile Speeds	E.B.	20	32	35
	W.B.	21	33	38
10 MPH Pace	E.B.	14-23	26-35	28-37
	W.B.	15-24	27-36	32-41
% In Pace	E.B.	97.6	95.7	94.7
	W.B.	97.0	89.6	92.5



STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
FIELD SPEED SURVEY SHEET

SPEED SAMPLE # 1

SH 14 (SRD AVE) Zone 30 M.P.H.
097 Time 12:00 PM - 1:00 PM
DAKOTA Weather SUNNY
3/2/09 Machine EAGLE RADAR
MONDAY Observer CHRIS XIONG

Location: AT 2ND ST. N.
Road Type 2LAN, 2WAY, URBAN, UNDIVIDED ROADWAY
E.B. 85% Tile 20 Pace 14 to 23
W.B. 85% Tile 21 Pace 15 to 24

97.6% in 10 pace
97.0% in 10 pace

	PASSENGER CARS, PICKUPS, VANS								TRUCKS & BUSES								
	EAST				WEST				EAST				WEST				
	Bound				Bound					Bound				Bound			
	VEHICLES	T.	A.T.	%	VEHICLES	T.	A.T.	%	T. & B.	T.	A.T.	%	T. & B.	T.	A.T.	%	
50																	
49																	
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30																	
29																	
28																	
27						1	98	99.0%									
26																	
25						1	97	98.0%									
24		2	82	100.0%		1	96	97.0%									
23		1	80	97.6%		2	95	96.0%									
22		3	79	96.3%		6	93	93.9%									
21		5	76	92.7%		13	81	87.4%									
20		13	71	80.4%		25	74	74.7%									
19		23	58	70.7%		20	49	49.5%									
18		16	35	42.7%		13	29	29.3%									
17		7	19	23.2%		0	16	16.2%									
16		5	12	14.6%		4	7	7.1%									
15		4	7	8.5%		3	3	3.0%									
14		3	3	3.7%										1	1	100.0%	
13																	
12																	
11																	

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
FIELD SPEED SURVEY SHEET

SPEED SAMPLE # 2

SH 14 (SOUTHVIEW BLVD) Zone 30 M.P.H.

Location: AT 10TH AVE. S.

2.436 Time 1:10 PM - 2:30 PM

DAKOTA Weather: SUNNY

Road Type 2LAN, 2WAY, URBAN, UNDIVIDED ROADWAY

3/2/09 Machine: EAGLE RADAR

E.B. 85% Tile 32 Pace 26 to 35

95.7% in 10 pace

MONDAY Observer: CHRIS XIONG

W.B. 85% Tile 33 Pace 27 to 36

89.6% in 10 pace

	PASSENGER CARS, PICKUPS, VANS								TRUCKS & BUSES							
	EAST				WEST				EAST				WEST			
	VEHICLES	Bound T.	A.T.	%	VEHICLES	Bound T.	A.T.	%	T. & B.	Bound T.	A.T.	%	T. & B.	Bound T.	A.T.	%
50																
49																
48						1	96	100.0%								
47																
46																
45																
44																
43																
42																
41																
40																
39						1	95	99.0%								
38																
37																
36		1	93	100.0%		4	94	97.9%								
35		3	92	98.9%		2	90	93.8%								
34		2	89	95.7%		5	88	91.7%								
33		6	87	93.5%		5	83	80.5%		1	7	100.0%				
32		8	81	81.1%		4	76	81.3%		2	6	85.7%				
31		16	73	78.5%		11	74	77.1%								
30		18	57	61.3%		17	63	65.6%		1	4	57.1%				
29		11	39	41.9%		16	46	47.9%		1	3	42.9%				
28		14	28	30.1%		15	30	31.3%		1	2	28.6%		1	2	100.0%
27		5	14	15.1%		7	15	15.6%		1	1	14.3%				
26		6	9	9.7%		1	8	8.3%								
25		2	3	3.2%		5	7	7.3%						1	1	50.0%
24		1	1	1.1%		1	2	2.1%								
23																
22																
21						1	1	1.0%								
20																
19																
18																
17																
16																
15																
14																
13																
12																
11																

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
FIELD SPEED SURVEY SHEET

SPEED SAMPLE # 3

SH 14 (SOUTHVIEW BLVD) Zone 30 M.P.H.

Location: AT 17TH AVE. N.

1.999 Time 2:40 PM - 4:00 PM

DAKOTA Weather SUNNY

Road Type 2LAN, 2WAY, URBAN, UNDIVIDED ROADWAY

3/2/09 Machine EAGLE RADAR

E.B. 85% Tile 35 Pace 28 to 37

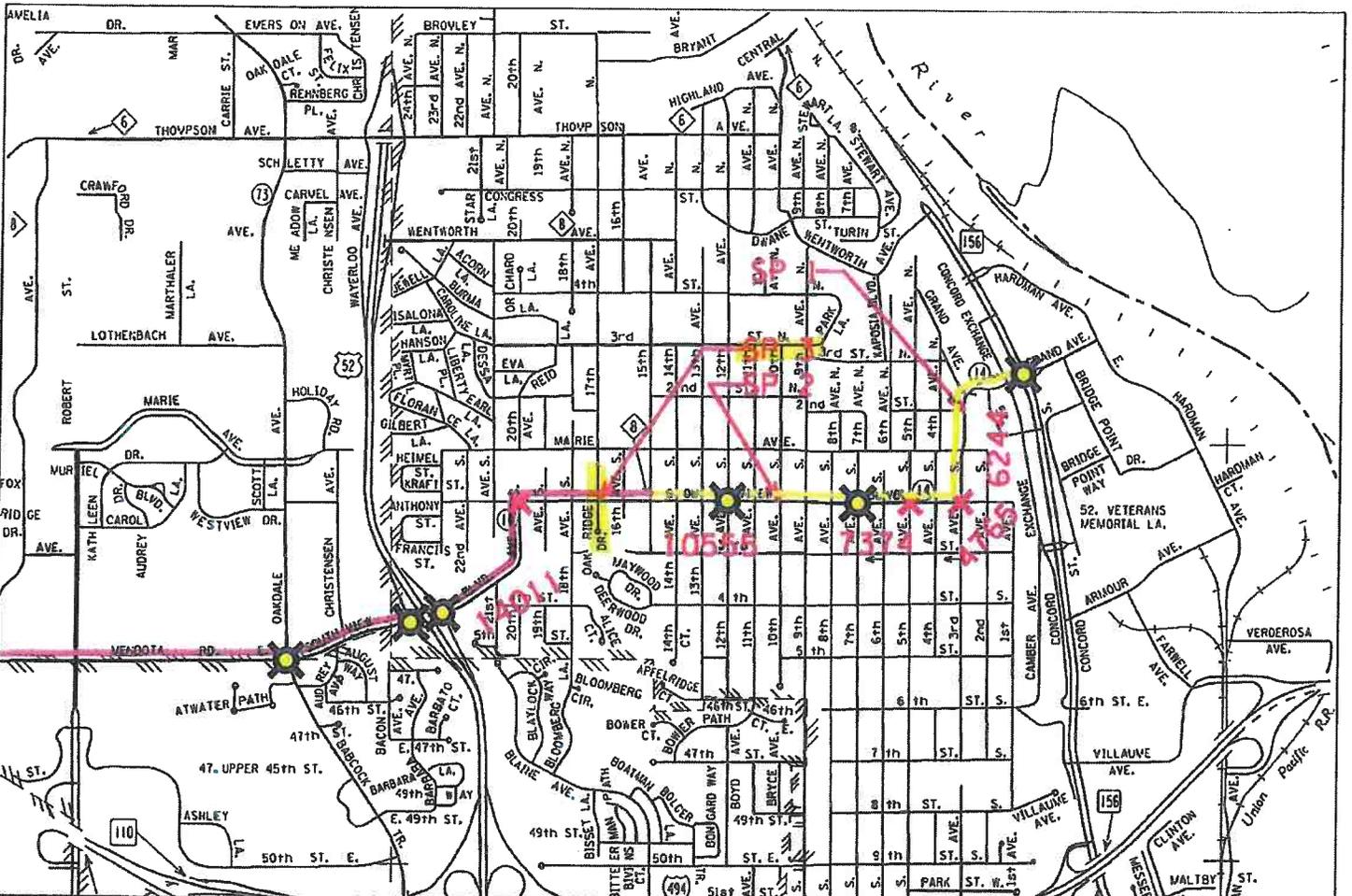
94.7% in 10 pace

MONDAY Observer CHRIS XIONG

W.B. 85% Tile 38 Pace 32 to 41

92.5% in 10 pace

	PASSENGER CARS, PICKUPS, VANS								TRUCKS & BUSES							
	EAST				WEST				EAST				WEST			
	VEHICLES	T.	A.T.	%	VEHICLES	T.	A.T.	%	T. & B.	T.	A.T.	%	T. & B.	T.	A.T.	%
50																
49																
48																
47																
46																
45						1	93	100.0%								
44																
43																
42	1	94	100.0%													
41					2	92	98.9%									
40	1	93	98.9%		3	90	96.8%									
39					6	87	93.5%									
38	2	92	97.9%		3	81	87.1%									
37	3	90	95.7%		11	78	83.9%									
36	6	87	92.6%		19	67	72.0%									
35	9	81	88.2%		14	48	51.6%		1	5	100.0%					
34	18	72	76.6%		8	34	36.6%									
33	14	54	57.4%		16	26	28.0%		1	4	80.0%		1	4	100.0%	
32	19	40	42.6%		4	10	10.8%		2	3	60.0%					
31	6	21	22.3%		2	6	6.5%						1	3	75.0%	
30	3	13	13.8%		3	4	4.3%		1	1	20.0%		1	2	50.0%	
29	6	10	10.6%		1	1	1.1%									
28	3	4	4.3%										1	1	25.0%	
27	1	1	1.1%													
26																
25																
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13																
12																
11																



CSAH 14 - SOUTHVIEW BLVD

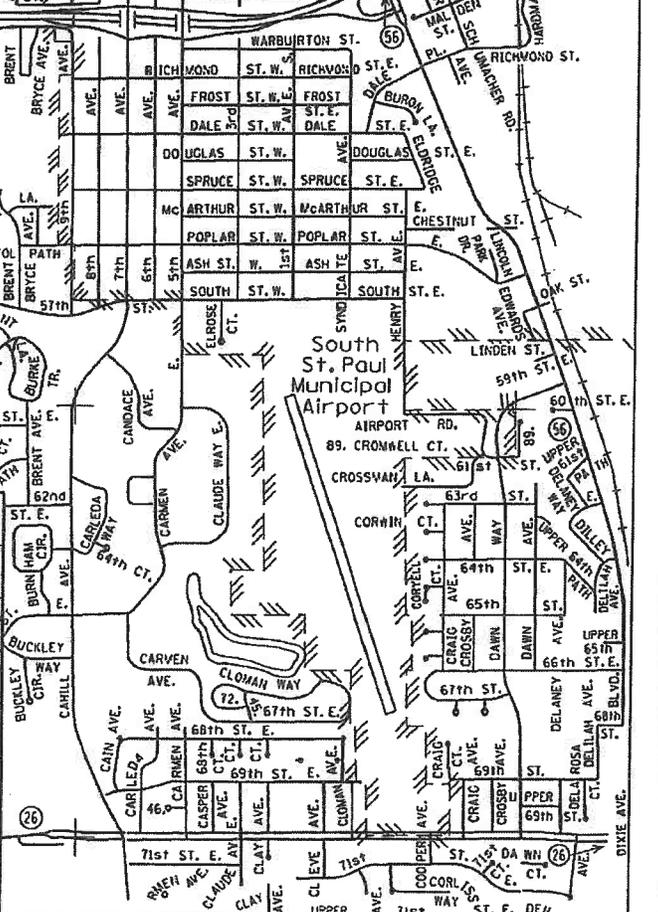
- EXISTING 30 MPH SPEED LIMIT
- EXISTING 35 MPH SPEED LIMIT
- SPEED SAMPLE
- TRAFFIC SIGNAL
- 2007 AADT
- ALL-WAY STOP

DATE 12/7/10
 SCALE IN FEET
 Page 1 of 1

AFTER

SPEED CHECK LOCATIONS

		1	2	3
85th Percentile Speeds	E.B.	23	32	31
	W.B.	23	32	33
10 MPH Pace	E.B.	15-24	24-33	23-32
	W.B.	15-24	24-33	25-34
% In Pace	E.B.	92.2	79.9	90.4
	W.B.	88.2	77.7	91.6



STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
FIELD SPEED SURVEY SHEET

SPEED SAMPLE #3

Road No. CSAH 14 (3RD AVE) Zone 35 M.P.H.

Location: Oak Ridge/17th Avenue

Ref. Pt. 1.999 Time 1030-1230

County DAKOTA Weather SUNNY

Road Type 2LAN, 2WAY, URBAN, UNDIVIDED ROADWAY

Date 5/29/2010 Machine EAGLE RADAR

E.B. 85% Tile 31 Pace 23 to 32

90.4% in 10 pace

Day Thursday Observer CHRIS XIONG

W.B. 85% Tile 33 Pace 25 to 34

91.6% in 10 pace

	PASSENGER CARS, PICKUPS, VANS								TRUCKS & BUSES							
	EAST				WEST				EAST				WEST			
	VEHICLES	T.	A.T.	%	VEHICLES	T.	A.T.	%	T. & B.	T.	A.T.	%	T. & B.	T.	A.T.	%
50																
49																
48																
47																
46																
45																
44																
43																
42																
41																
40																
39																
38						1	155	100.0%								
37						1	154	99.4%								
36		1	166	100.0%		5	153	98.7%								
35																
34						2	148	95.5%								
33		6	165	99.4%		5	146	94.2%								
32		5	159	95.8%		8	141	91.0%								
31		10	154	92.8%		21	133	85.8%								
30		15	144	86.7%		16	112	72.3%								
29		16	129	77.7%		21	96	61.9%		1	10	100.0%				
28		29	113	68.1%		32	75	48.4%		1	9	90.0%				
27		21	84	50.6%		18	43	27.7%		2	8	80.0%				
26		11	63	38.0%		5	27	17.4%		1	6	60.0%				
25		26	52	31.3%		16	22	14.2%								
24		9	26	15.7%		1	6	3.9%		1	5	50.0%				
23		6	17	10.2%		4	5	3.2%		1	4	40.0%				
22		3	9	5.4%						2	3	30.0%				
21		2	6	3.6%												
20						1	1	0.6%		1	1	10.0%		4	8	100.0%
19		4	4	2.4%										2	4	50.0%
18																
17														2	2	25.0%
16																
15																
14																
13																
12																
11																

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
FIELD SPEED SURVEY SHEET

SPEED SAMPLE # 1

Road No. CSAH 14 (3RD AVE) Zone 30 M.P.H.

Location: AT 2ND ST. N.

Ref. Pt. 3.097 Time 0900-1030

County DAKOTA Weather SUNNY

Road Type 2LAN, 2WAY, URBAN, UNDIVIDED ROADWAY

Date 5/20/2010 Machine EAGLE RADAR

E.B. 85% Tile 23 Pace 15 to 24

92.2% in 10 pace

Day Thursday Observer CHRIS XIONG

W.B. 85% Tile 23 Pace 15 to 24

88.2% in 10 pace

	PASSENGER CARS, PICKUPS VANS								TRUCKS & BUSES							
	EAST				WEST				EAST				WEST			
	VEHICLES	T.	A.T.	%	VEHICLES	T.	A.T.	%	T. & B.	T.	A.T.	%	T. & B.	T.	A.T.	%
60																
49																
48																
47																
46																
45																
44																
43																
42																
41																
40																
39																
38																
37																
36																
35																
34																
33																
32																
31						1	76	100.0%								
30						1	75	98.7%								
29	1	102	100.0%			1	74	97.4%								
28	1	101	99.0%			1	73	96.1%								
27	1	100	98.0%			1	72	94.7%								
26	1	99	97.1%													
25		3	98	96.1%		3	71	93.4%								
24		6	95	93.1%		1	68	89.5%								
23		7	89	87.3%		3	67	88.2%								
22		16	82	80.4%		6	64	84.2%								
21		9	66	64.7%		11	58	76.3%	1	9	100.0%					
20		18	57	55.9%		21	47	61.8%								
19		10	39	38.2%		7	26	34.2%	1	8	88.9%					
18		11	29	28.4%		6	19	25.0%					1	6	100.0%	
17		3	18	17.6%		1	13	17.1%	1	7	77.8%					
16		6	15	14.7%		1	9	11.8%					1	5	83.3%	
15		8	9	8.8%		7	8	10.5%		3	6	66.7%		2	4	66.7%
14																
13		1	1	1.0%		1	1	1.3%		3	3	33.3%				
12														2	2	33.3%
11																

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION
FIELD SPEED SURVEY SHEET

SPEED SAMPLE # 2

Road No. CSAH 14 (3RD AVE) Zone 30 M.P.H.

Location: 10th Avenue

Ref. Pl. 2.436 Time 1230-1400

County DAKOTA Weather SUNNY

Road Type 2LAN, 2WAY, URBAN, UNDIVIDED ROADWAY

Date 6/20/2016 Machine EAGLE RADAR

E.B. 85% Tile 32 Pace 24 to 33

79.9% in 10 pace

Day Thursday Observer CHRIS XIONG

W.B. 85% Tile 32 Pace 24 to 33

77.7% in 10 pace

	PASSENGER CARS, PICKUPS, VANS								TRUCKS & BUSES							
	EAST				WEST				EAST				WEST			
	VEHICLES	Bound T.	A.T.	%	VEHICLES	Bound T.	A.T.	%	T. & B.	Bound T.	A.T.	%	T. & B.	Bound T.	A.T.	%
60																
49																
48																
47																
46																
45																
44																
43																
42																
41																
40																
39		1	139	100.0%												
38						1	166	100.0%								
37		2	138	99.3%												
36						6	165	99.4%								
35		5	136	97.8%		2	159	95.8%								
34		2	131	94.2%		5	167	94.6%								
33		5	129	92.8%		4	162	91.6%								
32		14	124	89.2%		14	148	89.2%		1	7	100.0%				
31		5	110	79.1%		4	134	80.7%								
30		25	105	76.5%		21	130	78.3%								
29		21	79	56.8%		23	109	65.7%								
28		6	68	41.7%		7	86	51.8%		2	6	85.7%				
27		16	53	38.1%		16	79	47.6%								
26		3	37	26.6%		15	64	38.6%		1	4	57.1%		3	9	100.0%
25		12	34	24.5%		16	49	29.5%								
24		4	22	16.8%		10	33	19.9%		3	3	42.9%				
23		5	18	12.9%		4	23	13.9%						3	6	66.7%
22		5	13	9.4%		6	19	11.4%								
21		5	8	5.8%		11	14	8.4%						1	3	33.3%
20						3	3	1.8%								
19		3	3	2.2%										2	2	22.2%
18																
17																
16																
15																
14																
13																
12																
11																



January 28, 2016

Physical Development Division
Steven C. Mielke, Director

Dakota County
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124-8579

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Fax 952.891.7031
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Office of Planning

Operations Management
Facilities Management
Fleet Management
Parks

Transportation
Highways
Surveyor's Office
Transit Office

John Sachi, City Engineer
City of South St. Paul
125 3rd Ave. N.
South St. Paul, MN 55075

RE: Traffic Control Recommendations for Southview Blvd.
Improvements Project County Project 14-28

Dear John,

Per your request, I have provided a summary of project information related to the proposed traffic control revision as part of the County State Aid Highway (CSAH) 14 (Southview Boulevard) Improvements Project.

In April 2015, a traffic memorandum was prepared by Bolton & Menk, Inc., for Dakota County and the City of South St. Paul to review the appropriate traffic control measures for the Southview Boulevard Improvements Project. The objective of this document was to summarize the traffic operations, crash history, parking demand, and transit use for the Southview Boulevard corridor. The study addressed the area along Southview Blvd. from 20th Avenue to 3rd Avenue and 3rd Avenue from Southview Boulevard to Marie Avenue and provided recommendations (Attachment A: Traffic Considerations Memorandum).

Traffic control requires careful consideration of placement. Appropriate traffic control placement is key to ensure intersections are as safe and efficient as possible. Improper traffic control placement can have adverse effects including creating delay, disobedience, increased crash frequency, increased speed/acceleration, and traffic diversion to other roadways. All way stops are considered at mid-level of intersecting traffic and approximately equal volumes on the major and minor legs. Traffic signals are considered at high-level of intersecting traffic, high side street traffic volume, and where there a signal will reduce right-angle crashes that are occurring or are likely to occur.

The project management team (PMT), comprised of staff from Dakota County, South St. Paul and the consulting engineering staff, reviewed the traffic memorandum, public information meeting feedback and traffic operation to develop feasible traffic control alternatives for the corridor. The PMT looked at a number of factors when reviewing intersection traffic controls including; traffic patterns, pedestrian movements, proposed geometrics, pedestrian enhancements, and justification of traffic control based on standard practices from the Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD).



The study primarily focused on the intersections where there was an existing signal or all way stop, which included: 20th Avenue / 2nd Street (existing all way stop), 12th Avenue (existing signal), 7th Avenue (existing signal), 5th Avenue (existing all way stop), and 3rd Avenue (existing all way stop). Initial alternative recommendations indicated the removal of the signals at 12th Avenue and 7th Avenue based on safety, operation and the requirements of the MnMUTCD. All study recommendations can be found on the project web site (<http://www.southviewblvd.com/>).

Minnesota Statutes 169.06 (Signs, Signals, Marking: Subdivision 1.Uniform System and Subdivision 3 – Local Authority) requires a uniform system of traffic control devices that conform to State specifications in the adopted MnMUTCD and requires the placement and maintenance of traffic control devices conform to State specifications. The Dakota County Transportation Plan requires placing and maintaining traffic control in accordance with Minnesota Statutes 169 and the MnMUTCD. A decision to install, retain or remove a signal is based on engineering study and justification is based on conditions (warrants) provided in the MnMUTCD. A signal justification report is also required to install a signal and requires State approval.

Increased traffic control does not necessarily improve safety. At intersections along Dakota County roadways, two-thirds of pedestrian crashes occurred at signals (133 signals vs 1000's of intersections) and almost half resulted in serious injury or deaths. We also have our highest vehicular crash rates at signalized intersections.

When the proposed signal removals at 7th and 12th Avenue were presented in April 2015, citizens and the City Council raised concerns regarding the potential changes in traffic control. County staff collected and reviewed additional data to address concerns and reassess what traffic control would be justified and most appropriate at these two locations. The study team incorporated the initial information and additional review materials into a summary matrix to assist in summarizing issues and evaluating potential traffic control alternatives (Attachment B: 12th Avenue Intersection Evaluation Matrix).

An engineering study of six alternatives was completed for the 12th Avenue intersection. The six alternatives included: a new signal with left turn lanes, all-way stop, keeping the existing intersection while removing the signal and performing maintenance items (mill & overlay, sidewalk patching, etc.), two-way stop, a mini-roundabout concept, and keeping the existing intersection with no other improvements.

The 12th Avenue engineering study recognized that: the intersection today has traffic levels that have decreased from original 1975 study, there are safety issues for drivers and pedestrians, the signal system is aged and outdated, and intersection design does not meet current standards. The crash considerations at 12th Avenue include 15 total crashes from 2010 to 2014, of which 7 rear-end crashes are attributable to the signal (to address the crash problem, left turn lanes would be needed if a signal were warranted). The conclusion of the engineering study was that a signal is not warranted and should be removed and replaced with a two-way stop configuration and bump outs, or a mini-roundabout. The two-way stop control at this intersection is based on the unbalanced volumes of Southview Boulevard (10,100 vehicles per day) and 12th Avenue (2,400 vpd). All other alternatives were either eliminated or not acceptable for reasons shown in the evaluation matrix.

The 7th Avenue engineering study recognized that the intersection today has traffic levels that do not justify a signal with mid-level intersecting traffic and traffic levels that are balanced on the major and minor legs, safety issues for drivers and pedestrians, and a signal and intersection design that does not meet current standards. The conclusion of the engineering study was that

the signal is not warranted and should be removed and replaced with an all-way stop control. The all-way stop control at this intersection is based on the volumes of Southview Boulevard (7,400 vpd) and 7th Avenue (3,300 vpd).

We will be presenting the PMT work and recommendations to the County Board in February, including the following traffic control measures along the corridor:

- Retain two-way stop control for: 19th Avenue, 18th Avenue, 17th Avenue, 16th Avenue, 15th Avenue, 14th Avenue, 13th Avenue, 11th Avenue, 10th Avenue, 9th Avenue, 8th Avenue, 6th Avenue, 4th Avenue and 3rd Avenue at Marie Avenue
- Retain all way stop control at 20th Avenue, 5th Avenue, and 3rd Avenue
- Remove the signal at 7th Avenue and install an all-way stop
- Remove the signal at 12th Avenue and implement either a two-way stop or install a mini-roundabout, subject to further City/County discussions

If you have any questions, please feel free to contact me (952-891-7130 or john.sass@co.dakota.mn.us) or Kristi Sebastian, Dakota County Traffic Engineer (952-891-7178 or kristi.sebastian@co.dakota.mn.us).

Regards,



John Sass
Dakota County Project Manager Supervisor

Encl: Attachment A: Traffic Considerations Memorandum – Bolton & Menk, Inc.
Attachment B: 12th Avenue Intersection Evaluation Matrix

**SOUTHVIEW BOULEVARD (CSAH 14)
12TH AVENUE INTERSECTION EVALUATION MATRIX**

CRITERIA		GENERAL OBJECTIVES	CONSIDERED TRAFFIC CONTROL TYPES					EXISTING INTERSECTION (DO NOTHING)
			NEW SIGNAL (WITH LEFT TURN LANES & CONCEPT)	ALL-WAY STOP (W/ CONCEPT)	EX. INTERSECTION (WITH MAINTENANCE PROJECT & SIGNAL REMOVAL)	2-WAY STOP (W/CONCEPT)	MINI-ROUNDBABOUT (W/CONCEPT)	
SAFETY	CRASH REDUCTION	TO IMPLEMENT CHANGES TO AN INTERSECTION TO ADDRESS SPECIFIC SAFETY ISSUES WHEN APPROPRIATE	MODERATE - 35% REDUCTION	LOWEST - 24% REDUCTION	HIGHEST- 48% REDUCTION	HIGHEST- 48% REDUCTION	MODERATE - 30% REDUCTION	N/A (14 CRASHES OVER A 5-YEAR PERIOD)
	SIGHT DISTANCE AND VISIBILITY	TO PROVIDE THE MAXIMUM AMOUNT OF SIGHT DISTANCE AVAILABLE	ACHIEVE IN EXCESS OF 30 MPH	ACHIEVE IN EXCESS OF 30 MPH	RETAIN CURRENT SIGHT DISTANCE	ACHIEVE IN EXCESS OF 30 MPH	ACHIEVE IN EXCESS OF 30 MPH	RETAIN CURRENT SIGHT DISTANCE
	PEDESTRIAN ACCOMMODATIONS	TO PROVIDE THE APPROPRIATE LEVEL OF PEDESTRIAN ACCOMMODATIONS	MARKED CROSSWALKS PEDESTRIAN CROSSING INDICATIONS RETAIN CURRENT CROSSING DISTANCE	MARKED CROSSWALKS CURB BUMP-OUTS SHORTENED CROSSING DISTANCE	MARKED CROSSWALKS CURB BUMP-OUTS SHORTENED CROSSING DISTANCE SUFFICIENT GAPS IN TRAFFIC TO CROSS	MARKED CROSSWALKS CURB BUMP-OUTS SHORTENED CROSSING DISTANCE SUFFICIENT GAPS IN TRAFFIC TO CROSS	MARKED CROSSWALKS SHORTENED CROSSING DISTANCE SUFFICIENT GAPS IN TRAFFIC TO CROSS	PEDESTRIAN CROSSING INDICATIONS 5 OF 10 PEDESTRIANS COMPLIANT WITH CROSSING SIGNAL DURING A TYPICAL PEAK HOUR
OPERATIONS	MOBILITY	TO PROVIDE THE MOST EFFICIENT TRAVEL FOR MAJOR TRAFFIC MOVEMENTS	RESPOND TO TRAFFIC PRESENT SOUTHVIEW HAS GREEN LIGHT MAJORITY OF TIME SOUTHVIEW PROTECTED LEFT TURNS	SOUTHVIEW FORCED TO STOP EVERY TIME 12TH AVE EQUAL PRIORITY UNBALANCED TRAFFIC LEVELS - CONCERNS WITH ROLLING STOP / DISREGARD	SOUTHVIEW MOVES CONTINUOUSLY 12TH AVE INCREASED DELAY DURING PEAK TRAVEL TIMES	SOUTHVIEW MOVES CONTINUOUSLY 12TH AVE INCREASED DELAY DURING PEAK TRAVEL TIMES	ALL VEHICLES YIELD MOVEMENT ALL VEHICLES FORCED TO SLOW THROUGH INTERSECTION	DOES NOT RESPOND TO TRAFFIC PRESENT SOUTHVIEW YIELDING LEFT TURNS DRIVERS SWERVE AROUND LEFT TURNERS
	TYPICAL TRAFFIC RATIO CHARACTERISTICS EXISTING PM PEAK RATIO (1/4.5)	TO PROVIDE TRAFFIC CONTROL THAT WORKS EFFECTIVELY WITH THE EXISTING RATIO OF VOLUME BETWEEN THE MAINLINE AND SIDE STREET	N/A BASED ON VOLUME	CONSIDER WHEN TRAFFIC RATIO IS BETWEEN 1:1 TO 2.3:1 & WHEN DELAY IS GREATER THAN 30 SEC.	CONSIDER WHEN TRAFFIC RATIO IS > 2.3:1 & WHEN DELAY IS LESS THAN 30 SEC.	CONSIDER WHEN TRAFFIC RATIO IS > 2.3:1 & WHEN DELAY IS LESS THAN 30 SEC.	CONSIDER WHEN TRAFFIC RATIO IS >1:10 TO 10:1	N/A EXISTING PM PEAK RATIO (1/4.5)
	SOUTH-VIEW LOS LOS 12TH AVE.	PROVIDE GREATEST LEVEL OF SERVICE DURING PEAK TRAVEL TIMES ACCEPTABLE THRESHOLD = LOS D	LOS A LOS C	LOS B LOS B	LOS A LOS B	LOS A LOS B	LOS A LOS A	LOS B LOS C
IMPACTS (BASED ON CONCEPT)	RIGHT OF WAY	TO REDUCE RIGHT OF WAY IMPACTS WHEN APPROPRIATE	MODERATE IMPACTS TO: KAPOSIA CONVENIENCE CENTER HRA PROPERTY THOMAS JEWELRY SITE HAT TRICK LIQUOR	NO IMPACT	NO IMPACT	NO IMPACT	MINOR IMPACTS TO : THOMAS JEWELRY SITE HRA PROPERTY	N/A
	BUS BAYS	TO PROVIDE BUS BAYS WHERE APPROPRIATE	REMOVE ON BOTH SIDES OF THE INTERSECTION	NO IMPACT	NO IMPACT	NO IMPACT	CHANGE TO FAR SIDE STOP ON EAST SIDE OF THE INTERSECTION	N/A
	PARKING	TO PROVIDE THE MAXIMUM AMOUNT OF PARKING WHEN APPROPRIATE	REMOVAL ON BOTH WEST AND EAST OF THE INTERSECTION	REMOVAL ON SOUTHWEST LEG OF THE INTERSECTION	REMOVAL ON SOUTHWEST LEG OF THE INTERSECTION	REMOVAL ON SOUTHWEST LEG OF THE INTERSECTION	SOME REMOVAL ON BOTH WEST AND EAST OF THE INTERSECTION	N/A
BASIS OF RECOMMENDATION		JUSTIFY TRAFFIC CONTROL IN ACCORDANCE WITH GUIDANCE FROM MNMUTCD	-MODERATE CRASH REDUCTION -ACHIEVES SIGHT DISTANCE -HIGHEST LEVEL OF ROW IMPACT -CANNOT BE WARRANTED PER THE MNMUTCD -NO BUS BAY ACCOMMODATION	-LOWEST CRASH REDUCTION -ACHIEVES SIGHT DISTANCE -SOUTHVIEW MOBILITY REDUCED -DOES NOT MEET CRITERIA PER MNMUTCD GUIDANCE -REQUIRES ENFORCEMENT AND MONITORING	- HIGHEST CRASH REDUCTION -ACHIEVES SIGHT DISTANCE -PEDESTRIAN FACILITIES IMPROVED -MOST EFFICIENT MOBILITY FOR SOUTHVIEW -TRAFFIC CONTROL IS JUSTIFIABLE -DOES NOT ACHIEVE VISION FOR CORRIDOR	- HIGHEST CRASH REDUCTION -ACHIEVES SIGHT DISTANCE -PEDESTRIAN FACILITIES IMPROVED -MOST EFFICIENT MOBILITY FOR SOUTHVIEW -TRAFFIC CONTROL IS JUSTIFIABLE -DOES NOT ACHIEVE VISION FOR CORRIDOR	-MODERATE CRASH REDUCTION -ACHIEVES SIGHT DISTANCES -PEDESTRIAN FACILITIES IMPROVED -EFFICIENT MOBILITY FOR BOTH SOUTHVIEW AND 12TH AVE -ROUNDBABOUT JUSTIFICATION CAN BE SUBMITTED TO MNDOT -MINOR ROW IMPACTS -VEHICLES SLOW AT THE INTERSECTION	-THE ENGINEERING STUDY HAS DETERMINED THAT A KNOWN AND CORRECTABLE PROBLEM WITH SAFETY (CRASHES) SHOULD BE ADDRESSED -SIGNAL IS NEAR THE END OF ITS USEFUL LIFESPAN
COST		TO PROVIDE COST EFFECTIVE SOLUTIONS	\$600,000+	\$250,000	\$40,000	\$250,000	\$375,000+	\$0
RECOMMENDATION:			ELIMINATED	NOT ACCEPTABLE	MODERATELY ACCEPTABLE	HIGHLY ACCEPTABLE	HIGHLY ACCEPTABLE	ELIMINATED



CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

10-D

AGENDA ITEM: Joint Powers Agreement – Dakota County for Southview Boulevard/3rd Avenue South – Final Design & Construction

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-18 RESOLUTION APPROVING A JOINT POWERS AGREEMENT WITH DAKOTA COUNTY FOR SOUTHVIEW BLVD./3RD AVE. SO. – FINAL DESIGN & CONSTRUCTION.

OVERVIEW:

The City of South St. Paul and Dakota County will jointly be preparing the final design for County State Aid Highway 14 (CSAH 14) which is 3rd Avenue from Marie to Southview and Southview from 3rd Ave. to 20th Ave. Staff has developed a Joint Powers Agreement (JPA) with the County to define the roles, cost participation, and responsibilities for the engineering, right of way, construction, and construction administration for the CSAH 14 improvements as shown in the attachments.

The County will be retaining the services of Bolton & Menk, Inc., to perform the engineering tasks associated with the final design and the County will be responsible for right-of-way acquisition and construction administration. The total project costs will be shared between the City of South St. Paul and Dakota County as shown in the attachments. The project is intended to be bid in the winter/spring of 2017.

SOURCE OF FUNDS:

The City has budgeted for this project in the CIP from 2014 to 2017.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-18

**RESOLUTION APPROVING A JOINT POWERS AGREEMENT
WITH DAKOTA COUNTY FOR SOUTHVIEW BLVD/3RD AVE. SO.
– FINAL DESIGN & CONSTRUCTION ADMINISTRATION**

WHEREAS, the City Council has reviewed and considered a Joint Powers Agreement between the County of Dakota and the City of South St. Paul for cost share related to the final design and construction administration of County State Aid Highway 14 (CSAH 14) from Marie Ave. to 20th Ave. South, and other related matters (the “Agreement”);

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

1. That the form, terms and provisions of the Agreement and the transactions contemplated thereby be, and are, hereby approved.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

Adopted this 1st day of February, 2016.

City Clerk

CSAH 14 (Southview Boulevard and 3rd Avenue)

(CP No. 14-28, City Project No. 2014-11)

Current Design and Construction Costs

Date Printed:

Tuesday, January 26, 2016

Task Description	Cost Participation		County & City Programmed + Estimated Labor	Encumbered, Estimated or Contract Amount	County Led CIP Programmed Amount	Estimated Dakota County Costs	Estimated City of South St. Paul Costs	Dakota County Accrued to Date	South St. Paul Accrued to Date	Current Total Dakota County Balance	Current Total South St. Paul Balance
	County	City									
Preliminary Design											
Agency Staff Labor Costs											
County Engineering & Administration	55%	45%	\$ 62,400	\$ 62,400	\$ 34,320	\$ 28,080	\$ 38,810	\$ -	\$ -	\$ -	\$ 17,464.67
City Engineering & Administration	55%	45%	\$ 62,400	\$ 62,400	\$ 34,320	\$ 28,080	\$ 38,810	\$ -	\$ -	\$ -	\$ -
Engineering, Consultant, & Miscellaneous Costs											
Consultant(s)	55%	45%	\$ 345,269	\$ 345,269	\$ 189,898	\$ 155,371	\$ 344,388	\$ -	\$ -	\$ 189,413	\$ 154,974.63
Sewer & Water Infrastructure Analysis	0%	100%	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 13,860	\$ -	\$ -	\$ -	\$ 13,859.50
Miscellaneous (Permits, Mailings, Etc.)	55%	45%	\$ 460	\$ 460	\$ 253	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ -
Preliminary Design Subtotal Amount:			\$ 475,529	\$ 475,529	\$ 385,049	\$ 188,658	\$ 997,058	\$ -	\$ -	\$ 189,413	\$ 186,299
Final Design											
Agency Staff Labor Costs											
County Engineering & Administration	55%	45%	\$ 104,000	\$ 104,000	\$ 57,200	\$ 46,800	\$ -	\$ -	\$ -	\$ -	\$ -
City Engineering & Administration	55%	45%	\$ 104,000	\$ 104,000	\$ 57,200	\$ 46,800	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering, Consultant, & Miscellaneous Costs											
Consultant(s) - Standard County Split Portion	55%	45%	\$ 344,030	\$ 344,030	\$ 189,217	\$ 154,814	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant(s) Maintenance Project	100%	0%	\$ 100,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant(s) Streetscaping (County Portion)	100%	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant(s) Streetscaping (City Portion)	0%	100%	\$ 23,660	\$ 23,660	\$ -	\$ 23,660	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant(s) Sewer & Water Final Design	0%	100%	\$ 22,764	\$ 22,764	\$ -	\$ 22,764	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Permits, Mailings, Etc.)	55%	45%	\$ 2,000	\$ 2,000	\$ 1,100	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -
Final Design Subtotal Amount:			\$ 700,454	\$ 700,454	\$ 549,654	\$ 248,938	\$ -	\$ -	\$ -	\$ -	\$ -
ROW Acquisition											
Agency Staff Labor Costs											
County ROW Services	55%	45%	\$ 62,650	\$ 62,650	\$ 34,320	\$ 28,193	\$ -	\$ -	\$ -	\$ -	\$ -
City ROW Services	55%	45%	\$ 62,650	\$ 62,650	\$ 34,320	\$ 28,193	\$ -	\$ -	\$ -	\$ -	\$ -
Engineering, Consultant, & Miscellaneous Costs											
Consultant(s)	55%	45%	\$ 243,100	\$ 243,100	\$ 133,705	\$ 109,395	\$ -	\$ -	\$ -	\$ -	\$ -
Property Owner Appraisal Fees	55%	45%	\$ 69,150	\$ 69,150	\$ 38,033	\$ 31,118	\$ -	\$ -	\$ -	\$ -	\$ -
ROW Acquisition	55%	45%	\$ 655,100	\$ 655,100	\$ 360,305	\$ 294,795	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous (Permits, Mailings, Etc.)	55%	45%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ROW Acquisition Subtotal Amount:			\$ 1,030,000	\$ 1,030,000	\$ 967,350	\$ 463,500	\$ -	\$ -	\$ -	\$ -	\$ -

CSAH 14 (Southview Boulevard and 3rd Avenue)

(CP No. 14-28, City Project No. 2014-11)

Current Design and Construction Costs

Date Printed:
Tuesday, January 26, 2016

Task Description	Cost Participation		County & City Programmed + Estimated Labor	Encumbered, Estimated or Contract Amount	County Led CIP Programmed Amount	Estimated Dakota County Costs	Estimated City of South St. Paul Costs	Dakota County Accrued to Date	South St. Paul Accrued to Date	Current Total Dakota County Balance	Current Total South St. Paul Balance
	County	City									
Construction											
Agency Staff Labor Costs											
County Engineering & Administration	55%	45%	\$ 395,707	\$ 395,707	\$ 3,021,000	\$ 1,661,550	\$ 178,068	\$ -	\$ -	\$ -	\$ -
City Engineering & Administration	55%	45%	\$ 135,000	\$ 135,000	\$ 74,250	\$ 74,250	\$ -	\$ -	\$ -	\$ -	\$ -
Construction & Miscellaneous Costs											
Project Construction (Ex. Maint., Streetscape, Etc.)	55%	45%	\$ 3,021,000	\$ 3,021,000	\$ 3,021,000	\$ 1,661,550	\$ 1,359,450	\$ -	\$ -	\$ -	\$ -
Maintenance Project	100%	0%	\$ 580,000	\$ 580,000	\$ 580,000	\$ 580,000	\$ -	\$ 0	\$ -	\$ -	\$ -
Streetscaping (County Portion)	100%	0%	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -
Streetscaping (City Portion)	0%	100%	\$ 1,176,340	\$ 1,176,340	\$ 1,176,340	\$ -	\$ 1,176,340	\$ -	\$ -	\$ -	\$ -
Sewer & Water Construction (Hyd & Valves)	0%	100%	\$ 109,000	\$ 109,000	\$ 109,000	\$ -	\$ 109,000	\$ -	\$ -	\$ -	\$ -
Water Construction (19th to 15th)	0%	100%	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ -	\$ -	\$ -	\$ -
Construction Mailings	55%	45%	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,750	\$ 2,250	\$ -	\$ -	\$ -	\$ -
Construction Subtotal Amount:			\$ 5,732,047	\$ 5,732,047	\$ 5,275,590	\$ 2,378,550	\$ 3,075,108	\$ -	\$ -	\$ -	\$ -
Subtotal Agency Staff Labor Costs:			\$ 926,157	\$ 926,157	\$ 165,770	\$ 165,770	\$ 281,141	\$ -	\$ -	\$ -	\$ 17,465
Subtotal Engineering, Consultant(s), Miscellaneous Costs:			\$ 1,810,533	\$ 1,810,533	\$ 1,810,533	\$ 1,012,510	\$ 798,023	\$ 358,248	\$ -	\$ 189,413	\$ 168,834
Subtotal Construction & Construction Mailing Costs:			\$ 5,201,340	\$ 5,201,340	\$ 5,201,340	\$ 2,304,300	\$ 2,897,040	\$ -	\$ -	\$ -	\$ -
Grand Total Amount:			\$ 7,938,030	\$ 7,938,030	\$ 7,011,873	\$ 3,482,580	\$ 3,976,204	\$ 358,248	\$ -	\$ 189,413	\$ 186,299
Estimated Costs - Current Total Balance:										\$ 3,293,167	\$ 3,789,905

Notes

- (1) Original contract with Consultants for preliminary design in the amount of \$ 345,269 - excluding City Sewer & Water Utility Infrastructure Analysis
- (2) County Effort as of September 30, 2015
- (3) City Sewer & Water Utility Infrastructure Analysis, Design, and Construction
- (4) City of South St. Paul Engineering Costs to Date
- (5) Agency staff time not shown for that agency
- (6) CIP Reimbursement to Operations

Legend

Blank / Unfilled Cells
Unused / Non-applicable Cells

JOINT POWERS AGREEMENT FOR
ENGINEERING AND CONSTRUCTION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE CITY OF SOUTH ST. PAUL

FOR

COUNTY PROJECT NO. 14-28

CITY PROJECT NUMBER _____

SYNOPSIS: Dakota County and the City of South St. Paul agree to reconstruct County State Aid Highway (CSAH) 14 (Southview Boulevard and 3rd Avenue South) from 20th Avenue South to 3rd Avenue South and 3rd Avenue South from Southview Boulevard to Marie Avenue in South St. Paul, Dakota County.

THIS AGREEMENT, made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; and the City of South St. Paul, referred to in this Agreement as "the City"; and witnesses the following:

WHEREAS, under MINNESOTA STATUTES §§ 162.17, subd. 1 and 471.59, subd. 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is considered mutually desirable to reconstruct County State Aid Highway (CSAH) 14 (Southview Boulevard and 3rd Avenue South) from 20th Avenue South to 3rd Avenue South and 3rd Avenue South from Southview Boulevard to Marie Avenue in South St. Paul, Dakota County, (the Project); and

WHEREAS, the County and the City have included this Project in their Capital Improvement Programs and will jointly participate in the costs of said intersection construction and highway expansion as set forth herein.

NOW, THEREFORE, it is agreed that the County and the City will share Project responsibilities and jointly participate in the Project costs associated with intersection construction and highway expansion and related activities as described in the following sections:

1. Engineering. Design engineering including all aspects of the Project (public involvement, agency involvement, preliminary/final design etc.), agency engineering, construction engineering, construction management, construction inspection and all related materials testing shall be shared in accordance with the Dakota County 2030 Transportation Plan Cost Participation Policy which is generally, but not precisely, fifty-five (55%) by the County and forty-five (45%) by the City.

2. Construction Items. The costs for the construction of the 2-lane urban highway reconstruction shall be shared in accordance with the current Dakota County Transportation Plan Cost Participation Policy which is generally, but not precisely, fifty-five (55%) by the County and forty-five (45%) by the City. The cost sharing includes, but not limited to the following items:

- All items necessary for the successful construction and operation of the highway system.

- Items related to the storm sewer, required storm water treatment devices and practices, and any other drainage facilities eligible for County State Aid funding based on contributing flows.
 - Replacement and restoration of landscaping, fences, and other treatments when, if required due to construction.
 - Replacement or adjustment of city utility infrastructure including sanitary sewer, water main, storm sewer systems, if required due to construction.
 - Relocation or adjustment of privately owned utilities, if required due to construction and when not performed at the expense of the utility.
 - Mitigation required by state and federal permits including accessibility requirements and wetland impacts.
 - Agreed upon pedestrian and bicycle crossings
 - All other construction aspects outlined in the final construction plan excepting out items called out under this agreement or in the current Dakota County Transportation Plan.
3. Miscellaneous Elements. General maintenance will be handled as detailed in the policies with the current Dakota County Transportation Plan.
4. City Utilities. Except as stated in the above sections of this agreement, the City shall pay all costs for new sanitary sewer, water mains, appurtenances, and City infrastructure constructed as part of this Project. Further, the City shall be responsible for the maintenance of all such facilities after the completion of the Project.
5. Right-of-Way. The County will undertake all actions necessary to acquire all permanent and temporary highway right of way, including relocations, and will acquire all right of way for sidewalk and trail construction, drainage, and water pollution control best management practices for the Project. Except as set forth below, the costs of acquiring highway right of way, including right of way for drainage inlets and outlets, shall be shared in the amount of 55% by the County and 45% by the City. The City shall convey to the County, at no cost, before construction of the Project begins, all necessary permanent highway and temporary easements, on forms acceptable to the City and approved by the County Attorney's Office, on all adjacent city-controlled real property for Project purposes. The City shall convey rights to the County, at no cost, before construction of the Project begins, to all public easements and rights-of-way necessary for Project purposes. Upon completion of the Project, the ownership of the drainage easements and

permanent right of way for City streets shall be transferred to the City. Any right of way costs for new sanitary sewer, water mains, appurtenances, and City infrastructure, and aesthetic elements outside of the right of way needed for the highway improvements shall be the responsibility of the City.

6. Design and Construction. The County is the lead agency for design and construction administration of this Project, effective upon execution of this Agreement by both Parties. The City and the County shall approve the plans and specifications prior to advertising for bids. The County Board will award the contract for construction to the lowest responsive and responsible bidder in accordance with state law.

7. Project Cost Updates. The County will provide updated cost estimates to the City showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the County to the City at the following times:

- prior to advertising a construction contract,
- after bid opening (prior to contract award),
- during construction if total contract changes exceed \$25,000,
- once per year following the construction season until the Project is complete.

Project cost estimate updates include actual and estimated costs for engineering, right-of-way acquisition, utility relocation, and construction. The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective councils or boards regarding Project costs.

8. Payment. The County will administer the contract and act as the paying agent for all payments to the Contractor. Payments to the Contractor will be made as the Project work progresses and when certified by the County Engineer. The County, in turn, will bill the City for its share of the Project costs. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in

dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work

9. Amendments. Any amendments to this Agreement will be effective only after approval by both governing bodies and execution of a written amendment document by duly authorized officials of each body.

10. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Except for on-going maintenance activities including sidewalk, landscape and lighting maintenance, in no event will this Agreement continue in effect after December 31, 2020, unless the parties mutually agree to an extension of the Project term.

11. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the Project cost participation must be approved by appointed representatives of both Parties prior to execution of work. For the purposes of this section, the City's appointed representative is Chris Hartzell, City Engineer, and the County's appointed representative is Todd Howard, Action Construction Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

12. Final completion. Final completion of the construction project must be approved by both the County and the City.

13. Storm Sewer Construction and Maintenance. The City shall be responsible for assisting with storm sewer inspection including having an inspector on-site during storm sewer installation. Upon completion of the Project, maintenance of storm sewer systems shall be provided in accordance with the current County and City Maintenance Agreement. The County will participate in replacement or repair of storm sewer constructed by this Project in accordance with the current version of the County Transportation Plan.

14. Sidewalks and Bike Trails. Upon acceptance of the Project, the City shall be responsible for sidewalk and trail maintenance. The County and the City shall be responsible for the costs of trail resurfacing or reconstruction in accordance with the current Dakota County Transportation Plan.

15. Pavement Maintenance. Upon acceptance of the Project by the County and City, all pavement maintenance within County right of way shall be conducted in accordance with the Joint Powers Agreement between the County and the City for road maintenance dated June 1, 2009 (Contract No. 10720).

16. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the highway right of way is necessary to repair or install water, sewer, or other city utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to its original condition at the time of disturbance. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 30 days following receipt of a written claim by the County.

17. Rules and Regulations. The County and the City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.

18. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the County is responsible, including future operation and maintenance activities, and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. Indemnification for activities arising under Contract No. 10720 and Paragraph 15 hereof, shall be as provided in Contract No. 10720. All Parties to this agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.

19. Act of Employees. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City for any purpose, including Worker's Compensation,

or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the City and any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

20. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

21. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the City and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the roundabout intersection and road expansion provided for in this Agreement.

22. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Mark Krebsbach (or successor)
Dakota County Transportation Director/County
Engineer
14955 Galaxie Avenue
Apple Valley, MN 55124
(952) 891-7102

Chris Hartzell (or successor)
City Engineer
City of South St. Paul
125 Third Avenue North
South St. Paul, MN. 55075
(651) 554-3200

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Either party may change its address by written notice to the other party. Mailed notice shall be deemed complete two business days after the date of mailing.

IN WITNESS THEREOF, the Parties have caused this agreement to be executed by their duly authorized officials.

CITY OF SOUTH ST. PAUL

RECOMMENDED FOR APPROVAL:

City Engineer

By _____
Mayor

(SEAL)

By _____
City Clerk

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

County Engineer

County Attorney Date

COUNTY BOARD RESOLUTIONS
No. _____ Date: _____

By: _____
Physical Development Director

Date: _____



CITY COUNCIL AGENDA REPORT

DATE: February 1, 2016

DEPARTMENT: ENGINEERING DEPT.

ADMINISTRATOR: SPK

10-E

AGENDA ITEM: Approve Plans & Specifications and Call for Bids for Oak Park Street Projects Phase 3

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-20 APPROVING THE PLANS AND SPECIFICATIONS FOR PHASE 3 OF OAK PARK STREET PROJECTS AND ORDERING ADVERTISEMENT FOR BIDS.

OVERVIEW:

On June 16, 2014 the City Council ordered the improvements of the Oak Park Street Projects. The plans for Phase 3 of the Oak Park Street Projects are completed and awaiting City Council approval. In order to complete the project this construction season, it is necessary to approve the plans and specifications as soon as possible.

The bid opening date for the project would be March 1, 2016. The bids would be brought before the City Council at the March 7, 2016. A letter was sent to all residents located on the Phase 3 streets notifying them of the project and with the proposed intersection changes in this phase. That letter is attached.

In Phase 3, there are three separate intersection changes that should be considered.

- Jewell Lane & Wentworth Ave. – the staff believes that by making this intersecting road a more 90 degree turn-off of Wentworth Ave., the traffic will be forced to slow as it enters this neighborhood.
- Acorn Lane & Jewell Lane – while this is only a minor change, the staff believes this is also an intersection that can be modified to promote slower traffic in the neighborhood.
- Jewell Lane/Burma Lane/Caroline Lane intersection. This intersection in its current configuration promotes traffic to hardly even slow down while making any one of several movements. By realigning the intersection as proposed, a full four-leg intersection requiring 90° turns would be established (Jewell Lane/Burma Lane). At the same time, a standard “T” intersection would be created at Caroline Lane and Jewell lane just to the west. Again, slowing down the turning traffic by creating this intersection should make for safer, slower, neighborhood traffic.

There are more costs associated with the intersection changes (i.e. curbing and storm sewer adjustments) however, these will mostly be offset by the decrease in the amount of asphalt required under the existing design. Also, the maintenance on the new configuration with regards to snow plowing should be significantly easier as the amount of surface to clear is far less.

One other factor to consider is that the current configuration of street actually encroaches onto private property at 2303 Burma Lane. By reconfiguring the intersection of Burma/Jewell/Caroline this encroachment can be eliminated.

SOURCE OF FUNDS:

Outlined in the individual feasibility reports for each project.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-20

**RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS
FOR PHASE 3 OF OAK PARK STREET PROJECTS AND ORDERING
ADVERTISEMENT FOR BIDS**

WHEREAS, the City Engineer has prepared plans and specifications for the following improvements:

Oak Park Street Projects – Phase 3

- A Jewell Lane – Waterloo Ave. to Wentworth Ave.
- B Acorn Lane – Jewell Ln. to 21st Ave. No.
- C Burma Lane – Wentworth Ave. to 21st Ave. No.
- D Caroline Lane – Jewell Ln to 21st Ave. No.

for curb removal, watermain, storm sewer, removal of existing bituminous and gravel surface, bituminous resurfacing, concrete curb and gutter, bituminous and gravel replacement with 4” gravel base, 2½” bituminous base course and 1½” bituminous wear course, geotextile fabric, restoration and appurtenances and has presented such plans and specifications to the City Council for approval.

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

1. Such plans and specifications, without any changes to the existing intersections in Phase 2, a copy of which is attached hereto and made a part thereof by reference are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and posted on Quest CDN, an advertisement for bids for the making of such improvements under such approved plans and specifications. The advertisement shall be published for 14 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 2:00 P.M. on March 1, 2016, at which time the bids will be publicly opened in the Upstairs Conference Room at City Hall by the City Clerk and City Engineer, will then be tabulated and will be considered by the Council at 7:15 p.m. on March 7, 2016 in the Council Chambers at City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier’s check, bid bond or certified check payable to the City Clerk for 5% of the amount of such bid.

Adopted this 1st day of February, 2016.

City Clerk



January 25, 2016

Dear Property Owner and/or Resident:

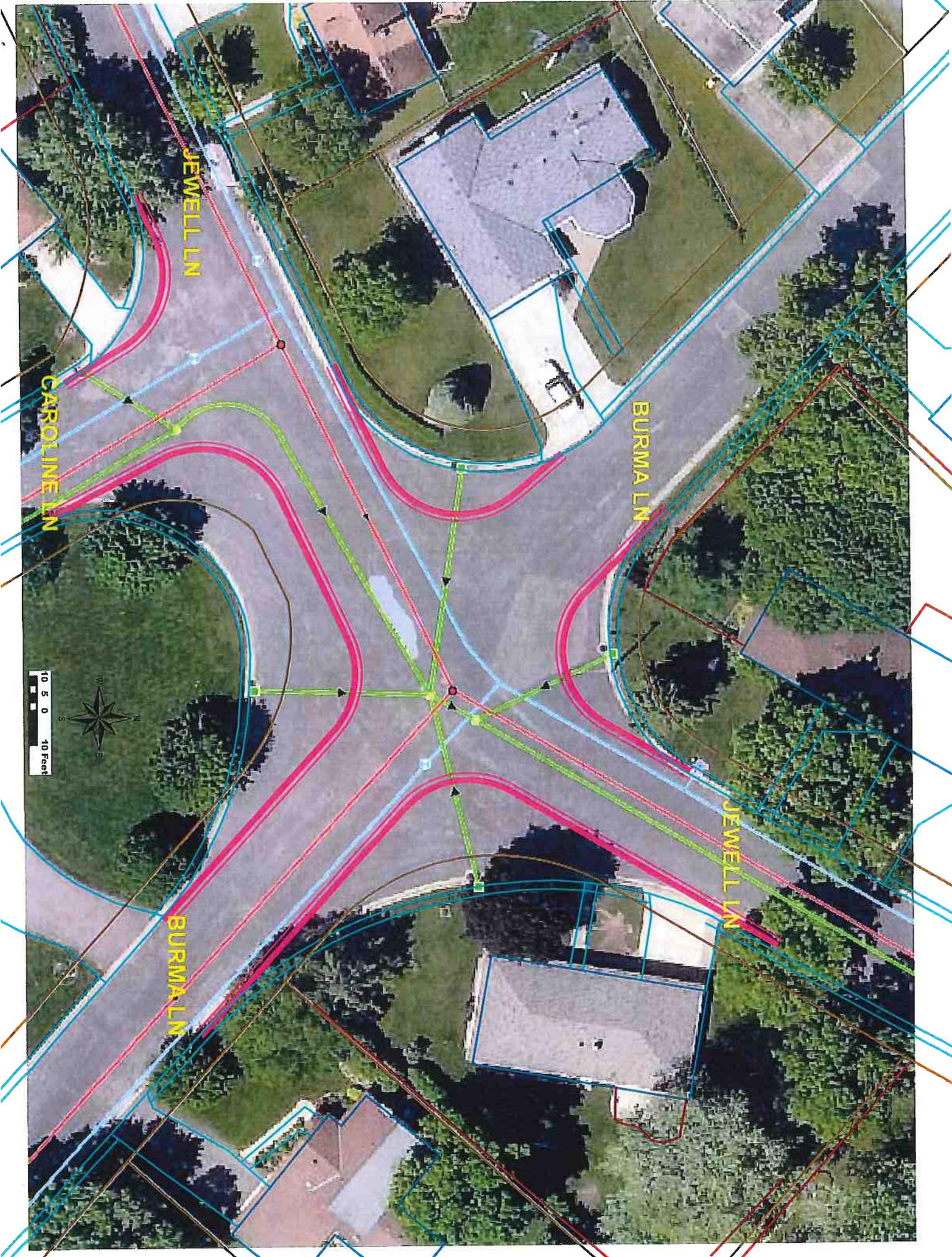
The South St. Paul City Council will be considering an action to approve plans and specifications and call for bids for the Oak Park Street Rehabilitation Project Phase 3 at the February 1, 2016 City Council meeting. The meeting starts at 7:15 p.m. in the City Council Chambers on 2nd floor of City Hall. The work will be similar in nature to the adjacent streets constructed over the last two summers as part of Phase 1 & 2. An important item of note is that the configuration of certain street and intersections are under consideration for change in 2016. Attached are drawings of the potential changes to intersections in Phase 3. The City Council will be considering whether to keep these intersections as they currently are, or to modify them (please see map) as recommended by City Staff.

Construction will begin this summer. As construction nears, you will receive an additional notification detailing the start date, contractor working hours, and other important information. The City appreciates your input on these possible design changes.

Please let me know if you have any questions by reaching me either by email or phone noted below.

Sincerely,

John Sachi, PE
City Engineer
jsachi@sspnmn.org
(651)554-3210



JEWELL LN

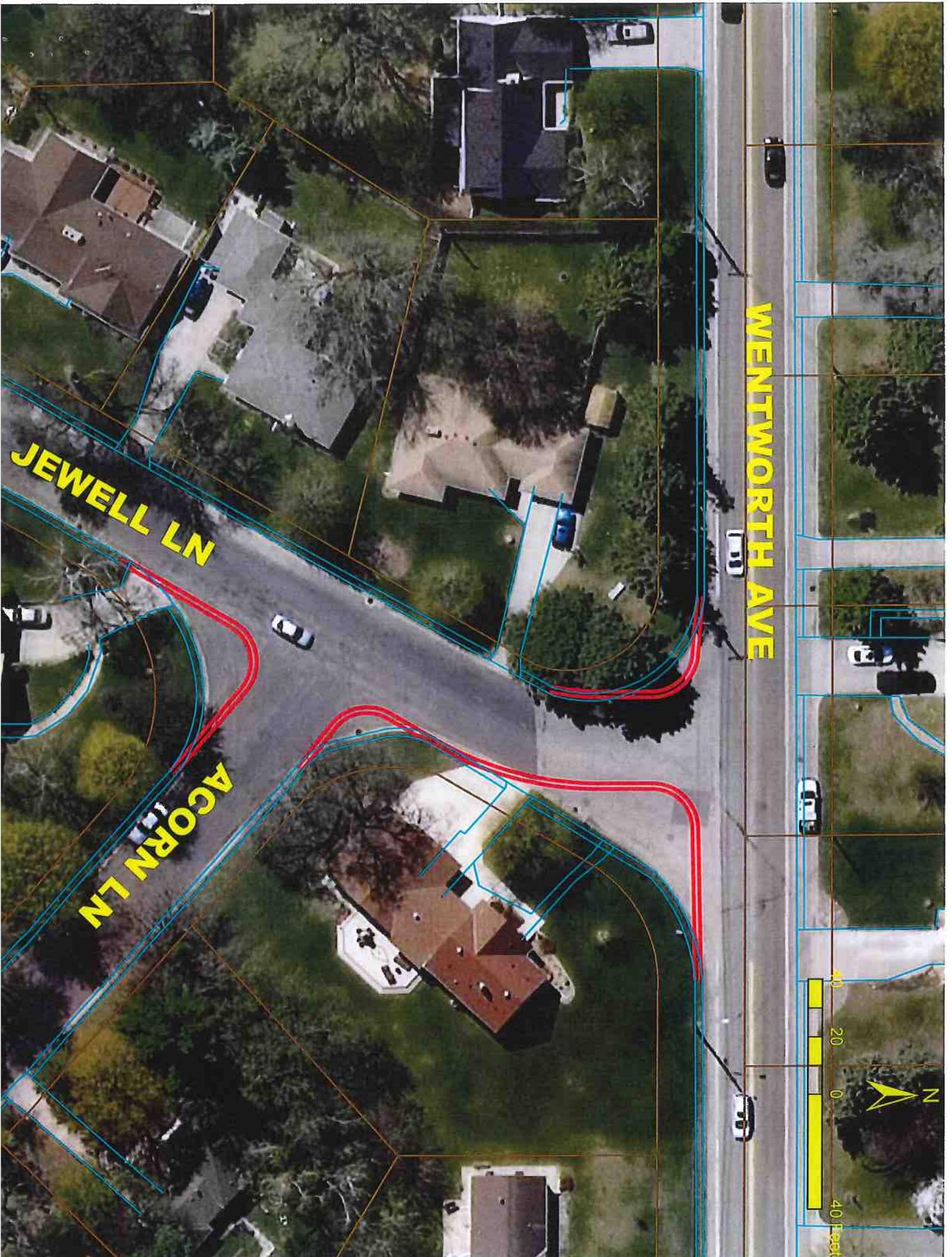
BURMA LN

JEWELL LN

CAROLINE LN

BURMA LN





WENTWORTH AVE

JEWELL LN

ACORN LN

