

# City of South St. Paul

## COUNCIL AGENDA

Tuesday, February 16, 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 February 1, 2016
- B. Accounts Payable
- C. Purchase of two (2) Police Vehicles
- D. Accept Letter of Resignation from Officer Reed Polzin
- E. Conditional Job Offer for Police Officer – Matthew Case
- F. Accept Donation from Waterous Company
- G. Purchase Automated License Plate Reader (ALPR) for the Police Department
- H. Request to Have More Dogs Than Allowed at 641 5<sup>th</sup> Avenue North
- I. Award Performance pay to Commander Phillip Oeffling
- J. Kaposia Landing Phase 1 - Change Order 3

- K. Approving Land Lease at Fleming Field with Custom Services Group, Inc.
- L. Approve Plans & Specifications for Sanitary Sewer Relocation with UPRR
- M. Business Licenses
- N. Approve and Accept Easement for BridgePoint Court

**9. PUBLIC HEARINGS:**

- A. 2016 Street Mill & Overlay Projects – Receive Feasibility Reports and Call for Public Hearing
- B. 2016 Street Bituminous Removal & Replacement Projects – Receive Feasibility Reports and Call for Public Hearing

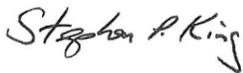
**10. GENERAL BUSINESS:**

- A. Second Reading – Amendment to Backyard Chicken Regulations
- B. Second Reading – Amendment to R-2 Zoning District
- C. Conditional Use Permit for Vehicle Repair – 193 BridgePoint Dr.

**11. MAYOR AND COUNCIL COMMUNICATIONS:**

**12. ADJOURNMENT:**

Respectfully Submitted,



Stephen P. King, City Administrator

**SOUTH ST. PAUL CITY COUNCIL  
MINUTES OF FEBRUARY 1, 2016**

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Monday, February 1, 2016.

**ROLL CALL:**

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

Absent, Councilmember Hansen

Also Present, City Administrator, Steve King  
City Attorney, Kori Land  
City Engineer, John Sachi  
City Clerk, Christy Wilcox  
City Engineer, Chris Hartzell

**5) Presentations**

There were no presentations.

**6) Citizens' Comments**

Bernie Beermann appeared before the City Council consider allowing for a seasonal permit from October to April for temporary vehicle structures. Also made comments to the proposed rental licensing changes.

**7) Agenda**

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 6 ayes/0 nays

**8) Consent Agenda**

Moved by Niederkorn/Flatley

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

1. City Council meeting minutes of January 19, 2016
2. Resolution No. 2016-24, approving accounts payable
3. Resolution NO. 2016-17, approving leases at the Fleming Field Airport with Wipaire, Inc.
4. Approve the Arbitrage Monitoring Services Agreement with Ehlers & Associates, Inc. (Ehlers) for the 2012A, 2014A, 2014B, and 2015B GO Bond Series
5. Approve purchase of a Bobcat Skid-Steer Loader from Tri-State Bobcat in the amount of \$34,498.00

6. Resolution No. 2016-19, accepting donation from LongCheng, Inc.
7. Resolution No. 2016-21, approving revised Amendment No. 1 to the Antenna Lease Agreement with T-Mobile at 1028 Wilde Avenue – Kaposia Park
8. Approving 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
9. Resolution NO. 2016-13, approving the minor subdivision at 152 3<sup>rd</sup> Avenue South
10. Resolution No. 2016-25, granting a right-of-way easement for a portion of the property at Lots 17 and 17, Block 12, Hepburn Park Addition
11. Resolution No. 2016-26, approving an agreement for consultant odor ordinance technical support with Short Elliot Hendrickson, Inc.

Motion carried 6 ayes/0 nays

**10b) 2<sup>nd</sup> Reading – Rental Housing Ordinance Amendment**

Moved by Seaberg/Podgorski

MOVED: That Ordinance No. 1300, an ordinance amending City Code Article VII Section 106 regarding Residential Rental Housing be adopted and its publication authorized.

Motion carried 6 ayes/0 nays

**10c) Final Concept Plan for Project 2014-11 Southview Boulevard Redesign**

Moved by Niederkorn/Rothecker

MOVED: To adopt Resolution No, 2016-23, adoption of the final concept plan for Project 2014-11, Southview Boulevard Redesign.

Motion carried 6 ayes/0 nays

**10d) Joint Powers Agreement – Dakota County for Southview/3<sup>rd</sup> Avenue South**

Moved by Rothecker/Niederkorn

MOVED: To adopt Resolution No. 2016-18, approving a Joint Powers Agreement with Dakota County for Southview Boulevard/3<sup>rd</sup> Avenue South Final Design & Construction.

Motion carried 6 ayes/0 nays

**10e) Approve Plans and Specifications and Call for Bids – Oak Park Street Projects Phase 3**

Moved by Niederkorn/Podgorski

MOVED: To adopt Resolution No. 2016-20, approving the plans and specifications for Phase 3 of Oak Park Street Projects and ordering advertisement for bids.

Motion carried 5 ayes/1 nay (Rothecker)

**11) Adjournment**

Moved by Seaberg/Flatley

MOVED: That the meeting of the City Council adjourn at 9:08 p.m.

Motion carried 6 ayes/0 nays

Approved: February 16, 2016

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City Clerk



**CITY COUNCIL AGENDA REPORT**

**DATE: FEBRUARY 16, 2016**

**DEPARTMENT: Finance**

**ADMINISTRATOR:** *SPK*

**8-B**

**AGENDA ITEM: Accounts Payable**

**ACTION TO BE CONSIDERED:**

Motion to adopt Resolution 2016-030 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. 2016-030**

**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:

<b>Check and wires:</b>	
121427-121575	\$ 607,045.78
2016038-2016051	<u>\$ 156,809.27</u>
<b>Total</b>	<b>\$ 763,855.05</b>

Adopted this 16th day of February, 2016.

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Christy Wilcox, City Clerk

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>121427</b>	<b>2/5/2016</b>		<b>1016 ACE HARDWARE &amp; PAINT</b>							
		5.78	NUTS/ BOLTS/ NAILS		35932	527077/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		28.45	KEY/DUCT TAPE		35934	527067/5	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		46.99	TORCH KIT		35935	527004/5	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		17.47	HOSE HANGER/NUTS/BOLTS		35936	526960/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		41.97	BATTERIES AA/AAA		35937	526964/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		2.49	ICE N FLY #2		35938	526867/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>143.15</u>								
<b>121428</b>	<b>2/5/2016</b>		<b>1044 ANCOM COMMUNICATIONS, INC.</b>							
		35.00	TESTING		35939	57878	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		<u>35.00</u>								
<b>121429</b>	<b>2/5/2016</b>		<b>3910 ASTLEFORD INTERNATIONAL TRUCKS</b>							
		810.98	PARTS FOR REPAIR		35940	W291648	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,350.00	LABOR		35940	W291648	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>2,160.98</u>								
<b>121430</b>	<b>2/5/2016</b>		<b>4690 AT &amp; T MOBILITY</b>							
		1,639.05	PHONE/MDC CHARGES		35941	287251759715X01 252016	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		<u>1,639.05</u>								
<b>121431</b>	<b>2/5/2016</b>		<b>6287 AUTOMATIVE REFLECTIONS</b>							
		300.00	REFINISH BED LINER FOR #338		35942	174551	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		114.00	PARTS FOR REPAIR TO #206		35943	174496	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		410.00	LABOR FOR REPAIR TO #206		35943	174496	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>824.00</u>								
<b>121432</b>	<b>2/5/2016</b>		<b>5978 BAUER SERVICES</b>							
		150.00	CUT/THREAD/ASSY PLASTIC PIPES		35944	57	10320.6225		ROAD SALT	PUBLIC WORKS
		3,650.00	WORK DONE ON VACTOR TRUCK		35945	58	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,900.00	REBUILD TACK TRAILER		35946	60	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		5,050.00	REBUILD MOTORS/WATER DEPARTMEN		35947	59	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>10,750.00</u>								
<b>121433</b>	<b>2/5/2016</b>		<b>3632 BOLTON &amp; MENK, INC.</b>							
		7,132.50	ASSIST CITY ENGINEER/DEC 2015		36068	0186766	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		<u>7,132.50</u>								
<b>121434</b>	<b>2/5/2016</b>		<b>1129 BOYER FORD TRUCKS INC</b>							

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>121434</b>	<b>2/5/2016</b>		<b>1129 BOYER FORD TRUCKS INC</b>						<b>Continued...</b>	
		100.77	PANEL DASH		35949	1024976	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		447.63	RELAY ASSY		35950	1026597	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		62.40-	CREDIT FOR RETURN		35951	CM1022203A	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		78.92-	CREDIT FOR RETURN		35952	CM1022203	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>407.08</u>								
<b>121435</b>	<b>2/5/2016</b>		<b>4427 BOYER FORD TRUCKS, INC. - LAUDERDALE</b>							
		4,414.58	PARTS FOR REPAIR TO #336		35948	196271	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,190.00	LABOR FOR REPAIR TO #336		35948	196271	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>6,604.58</u>								
<b>121436</b>	<b>2/5/2016</b>		<b>4933 BROWN, ROBERT</b>							
		180.03	BOOT ALLOWANCE		35953	1/30/2016	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		<u>180.03</u>								
<b>121437</b>	<b>2/5/2016</b>		<b>6634 CASTLE ROCK CONTRACTING &amp; TREE SERVICE</b>							
		7,500.00	ENTRANCE TO KAPOSIA PARK		36071	1468	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>7,500.00</u>								
<b>121438</b>	<b>2/5/2016</b>		<b>1173 CDW GOVERNMENT INC</b>							
		13.55	AUDIO/VIDEO CABLES		35954	BST4343	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		101.60	NETWORK CABLES		35955	BTQ7792	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY
		<u>115.15</u>								
<b>121439</b>	<b>2/5/2016</b>		<b>1184 CINTAS CORPORATION #754</b>							
		20.54	WORK SHIRTS		35956	754543945	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		35956	754543945	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		9.45	WORK SHIRTS		35956	754543945	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		9.44	WORK SHIRTS		35956	754543945	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		79.36	WORK SHIRTS		35956	754543945	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		147.50	MATS		35957	754544772	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		20.54	WORK SHIRTS		35958	754551824	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		35958	754551824	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SHIRTS		35958	754551824	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SHIRTS		35958	754551824	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		54.56	WORK SHIRTS		35958	754551824	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		20.54	WORK SHIRTS		35959	754546566	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		35959	754546566	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		9.45	WORK SHIRTS		35959	754546566	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		9.44	WORK SHIRTS		35959	754546566	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY

CITY OF SOUTH ST PAUL  
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>121439</b>	<b>2/5/2016</b>		<b>1184 CINTAS CORPORATION #754</b>						<b>Continued...</b>	
		30.96	WORK SHIRTS		35959	754546566	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		20.54	WORK SHIRTS		35960	754549153	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		35960	754549153	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		9.45	WORK SHIRTS		35960	754549153	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		9.44	WORK SHIRTS		35960	754549153	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		30.96	WORK SHIRTS		35960	754549153	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>564.06</u>								
<b>121440</b>	<b>2/5/2016</b>		<b>4505 CIVICPLUS</b>							
		300.00	CIVIC PLUS		35961	18252	10120.6302		PROFESSIONAL SERVICES	CITY ADMINISTRATION
		<u>300.00</u>								
<b>121441</b>	<b>2/5/2016</b>		<b>2884 COMCAST</b>							
		202.07	COMCAST JAN 2016		35963	877210595008157 6 1/18/16	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		192.57	COMCAST FEB 2016		35963	877210595008157 6 1/18/16	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		<u>394.64</u>								
<b>121442</b>	<b>2/5/2016</b>		<b>1206 COMMISSIONER OF TRANSPORTATION</b>							
		3,129.08	MONTHLY HANGER LOAN PAYMENT		35962	00000023230	20245.6602	200510	OTHER LONG TERM DEBT-PRINCIPAL	AIRPORT
		<u>3,129.08</u>								
<b>121443</b>	<b>2/5/2016</b>		<b>6637 CORNELL, JEFFREY</b>							
		508.32	ACCT #3925/627 8TH AVE N		36073	2/1/2016	50605.2010		REFUNDS	WATER UTILITY
		<u>508.32</u>								
<b>121444</b>	<b>2/5/2016</b>		<b>1223 CRYSTEEL TRUCK EQUIPMENT, INC.</b>							
		103.27	DISC SPINNER/SPINNER HUB		35964	FP161095	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>103.27</u>								
<b>121445</b>	<b>2/5/2016</b>		<b>1276 DELEGARD TOOL CO</b>							
		38.88	WOOD HDL		35966	63949	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		505.39	WRENCH		35967	65302	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		217.56	BLOW GUN/INFLATER KIT		35968	65669	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>761.83</u>								
<b>121446</b>	<b>2/5/2016</b>		<b>5760 DEZELAR, GERALD</b>							
		174.17	TRANSFER TO SILVERSNEAKERS		36022	1/21/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		12.41	TAX		36022	1/21/2016	20250.2081		DUE TO OTHER GOV'T-SALES	CENTRAL SQUARE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121446	2/5/2016	186.58	5760 DEZELAR, GERALD						Continued...	
121447	2/5/2016	4,185.48	4879 DLT SOLUTIONS, LLC		35965	4486565	10315.6371		REPAIRS & MAINT CONTRACTUAL	ENGINEERING
		4,185.48	AUTODESK 2016 RENEWAL/2LICENSE							
121448	2/5/2016	340.00	1303 DOODY CLEANING SERVICES		35969	777	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		340.00	CLEANING SERVICES JAN 2016							
121449	2/5/2016	945.00	1332 ECSI		35970	25684	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		945.00	ANNUAL FIRE ALARM INSPECTION							
121450	2/5/2016	8.49	4851 EXPRESS AUTO PARTS		35971	001-324632	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		49.66	AIR FILTER		35972	001-324370	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		22.70	BRAKE FLUID/AIR FILTER		35973	001-323549	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		16.99	AIR FILTER		35974	001-325121	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		3.27	POLE RV BLADE		35975	001-324671	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		19.30	BATTERY TERMINAL		35976	001-324912	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		11.59	OIL FILTER		35977	001-324917	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		18.32	AIR FILTER		35978	001-325931	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		92.41	FUEL FILTER		35979	001-325956	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		242.73	FUEL FILTER/COOLANT							
121451	2/5/2016	524.72	1400 FERGUSON WATERWORKS #2516		35980	0179189	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		524.72	DATA LOGGING FLASHLIGHTS							
121452	2/5/2016	56.88	4725 FIRST SUPPLY LLC - TWIN CITIES		35981	1303332-00	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		56.88	INFRARED THERMOMETERS							
121453	2/5/2016	177.04	1428 FORCE AMERICA		35982	IN001-1016867	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,337.34	SEAL KIT		35983	IN001-1016862	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		817.80	COUPLING/FLARE X O-RING/BOLT		35984	IN001-1018202	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,332.18	COUPLINGS FOR #336							



CITY OF SOUTH ST PAUL  
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121462	2/5/2016		4214 HEALTHPARTNERS GROUP HEALTH-WORKSITE						Continued...	
121463	2/5/2016		1627 IACP MEMBERSHIP							
		150.00	2016 MEMBERSHIP DUES		35996	1001188960	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		150.00								
121464	2/5/2016		1655 INTEGRA TELECOM							
		660.76	PHONE LINES		35995	13612682	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		660.76								
121465	2/5/2016		1656 INTELLIGENT PRODUCTS INC							
		1,010.31	MUTT MITT		35994	213665A	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,010.31								
121466	2/5/2016		1724 KEEPRS, INC.							
		1,050.00	GLOCK MAGAZINE		35997	296829	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		32.99	RADIO HOLDER		35998	297834	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		237.49	COMMANDER PATCHES		35999	289976	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		98.98	LEGGINGS/MOCK SHIRT		36000	297632	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,419.46								
121467	2/5/2016		1772 KREMER SERVICES, LLC							
		739.20	PARTS FOR #326		36001	0000041954	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		791.22	LABOR FOR #326		36001	0000041954	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,530.42								
121468	2/5/2016		1811 LAWSON PRODUCTS INC.							
		161.46	DRILL SET		36002	9303825769	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		243.58	SCREWS AND NUTS		36003	9303825770	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		454.57	VARIOUS WASHERS/SCREWS/NUTS		36004	9303811018	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		859.61								
121469	2/5/2016		1818 LELS LOCAL 95							
		1,300.00			36060	0203161116274	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,300.00								
121470	2/5/2016		1842 LOCAL 120							
		1,494.00			36061	0203161116275	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,494.00								
121471	2/5/2016		1911 MENARDS, INC-WEST ST PAUL							



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121479	2/5/2016		<b>6629 MULTITECH COMMERCIAL SERVICES INC</b>						<b>Continued...</b>	
		279.80	REWIRE AND REPAIR LIGHTING		36044	7692	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		279.80								
121480	2/5/2016		<b>2078 MYHRE, COLLEEN</b>							
		89.79	CLOTHING REIMBURSEMENT		36017	1/20/2016	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		89.79								
121481	2/5/2016		<b>2096 NATIONWIDE RETIREMENT SOLUTIONS</b>							
		5,120.00			36050	02031611162711	10101.2175		OTHER RETIREMENT	GENERAL FUND
		5,120.00								
121482	2/5/2016		<b>6633 OPG - 3 INC</b>							
		1,799.00	LASERFICHE LICENSE		36072	1100	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,799.00								
121483	2/5/2016		<b>2172 OTTERNESS, DALE</b>							
		60.00	GAS CARD FAILED AT PUMP		36018	117459	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		60.00								
121484	2/5/2016		<b>2217 PETTY CASH-CITY HALL</b>							
		25.88	DEC MILEAGE REIMBURSEMENT		36075	12/31/2015	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		16.50	PARKING		36075	12/31/2015	10420.6210		OPERATING SUPPLIES	CODE ENFORCEMENT
		4.60	PARKING		36075	12/31/2015	10410.6331		CONFERENCES, TRAINING, TRAVEL	CITY PLANNER
		24.56	LUNCH WORK MEETINGS		36075	12/31/2015	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINISTRATION
		12.00	PARKING		36075	12/31/2015	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		18.00	PAPER		36075	12/31/2015	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		12.37	PROPANE		36075	12/31/2015	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		6.00	TABLE CLOTH/XMAS POTLOCK		36075	12/31/2015	10125.6430		MISCELLANEOUS	HUMAN RESOURCES
		6.90	MILEAGE REIMBURSEMENT		36075	12/31/2015	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINISTRATION
		.57	MILEAGE REIMBURSEMENT		36075	12/31/2015	10140.6331		CONFERENCES, TRAINING, TRAVEL	CITY CLERK
		11.77	SAFETY HAT		36075	12/31/2015	10420.6210		OPERATING SUPPLIES	CODE ENFORCEMENT
		20.98	BOOK DRIVE		36075	12/31/2015	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		8.00	BOOK DRIVE		36075	12/31/2015	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		8.61	REIMBURSE TASK MEMBER		36075	12/31/2015	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		5.18	MILEAGE REIMBURSEMENT		36075	12/31/2015	50600.6331		CONFERENCES, TRAINING, TRAVEL	UTILITY ADMINISTRATION
		5.00	PARKING		36076	1/1/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		21.60	MILEAGE REIMBURSEMENT		36076	1/1/2016	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		15.00	LUNCH AT TRAINING		36076	1/1/2016	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		10.00	PARKING		36076	1/1/2016	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		11.23	BUILDING OFFICIAL MEETING		36076	1/1/2016	10420.6331		CONFERENCES, TRAINING, TRAVEL	CODE ENFORCEMENT

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121484	2/5/2016		<b>2217 PETTY CASH-CITY HALL</b>						<b>Continued...</b>	
		11.00	VEHICLE TABS		36076	1/1/2016	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>255.75</u>								
121485	2/5/2016		<b>2240 PLUNKETT'S INC.</b>							
		95.62	PEST CONTROL-DECEMBER CITY HALL		36045	5254770	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>95.62</u>								
121486	2/5/2016		<b>2243 POLICE FLOWER FUND</b>							
		28.00			36052	02031611162713	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>28.00</u>								
121487	2/5/2016		<b>6632 PRIMEAU, MATTHEW</b>							
		70.00	PERMIT#SS020662/718 1ST AV S		36067	SS020662	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		1.00	STATE SURCHARGE		36067	SS020662	10101.2083		SURCHARGES	GENERAL FUND
		<u>71.00</u>								
121488	2/5/2016		<b>2277 PUSH PEDAL PULL</b>							
		170.00	REPAIR STRENGTH EQUIPMENT		36019	158449	20250.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL SQUARE
		120.00	LABOR FOR REPAIR		36019	158449	20250.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL SQUARE
		<u>290.00</u>								
121489	2/5/2016		<b>2286 QUILL CORP</b>							
		283.06	CHAIRS		36020	2385364	10315.6240		MINOR EQUIPMENT AND FURNITURE	ENGINEERING
		176.90	CHAIRS		36020	2385364	10120.6240		MINOR EQUIPMENT AND FURNITURE	CITY ADMINISTRATION
		72.25	BINDERS/CUPS/INDEX FOR PRINTER		36021	2014679	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>532.21</u>								
121490	2/5/2016		<b>1636 RICOH USA, INC.</b>							
		42.96	B&W COLOR COPIES		36023	5040162361	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		60.00	COPY CHARGES BASE 1/12-2/11/16		36024	5039986022	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		90.48	ADDITIONAL COLOR COPIES		36024	5039986022	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		130.00	COPY CHARGES BASE 1/25-4/24/16		36025	5040116610	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		61.15	ADDITIONAL COLOR COPIES		36025	5040116610	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		<u>384.59</u>								
121491	2/5/2016		<b>5306 SETPOINT SYSTEMS CORP</b>							
		800.00	DELTA CONTROLS AGREEMENT		36026	T16051	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>800.00</u>								
121492	2/5/2016		<b>2585 STREICHER'S, INC.</b>							





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<b>121508</b>	<b>2/16/2016</b>		<b>1016 ACE HARDWARE &amp; PAINT</b>						<b>Continued...</b>	
		44.35	RUBBER STRAP HOLDDOWN		36079	527037/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>44.35</u>								
<b>121509</b>	<b>2/16/2016</b>		<b>1019 ADVANTAGE</b>							
		2,650.00	CLEANING SERVICES/CITY HALL		36080	011002012016	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		287.55	CLEANING SERVICES/PUBLICWORKS		36081	016302012016	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>2,937.55</u>								
<b>121510</b>	<b>2/16/2016</b>		<b>5257 AL SERVICES LLC</b>							
		210.00	WORK DONE AT PUMPHOUSE#17		36082	4654	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		285.00	LABOR		36082	4654	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>495.00</u>								
<b>121511</b>	<b>2/16/2016</b>		<b>6645 ALL INC</b>							
		599.90	REFIRGERATOR		36198	S1375237.001	50678.6580		OTHER EQUIPMENT	JOHN CARROLL APT BLDG
		<u>599.90</u>								
<b>121512</b>	<b>2/16/2016</b>		<b>6463 ANGELO'S ITALIAN RESTAURANT</b>							
		235.98	SSP YOUTH SUMMIT		36209	05588	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		<u>235.98</u>								
<b>121513</b>	<b>2/16/2016</b>		<b>6647 ANSWERNET INC</b>							
		25.00	ANSWERING SERVICE LATE FEE		36126	045-63423	20260.6465		INTEREST/FINANCE CHARGE	HOUSING GENERAL
		72.23	ANSWERING SERVICE		36126	045-63423	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		72.23	ANSWERING SERVICE		36126	045-63423	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		<u>169.46</u>								
<b>121514</b>	<b>2/16/2016</b>		<b>4235 BOLANDER, CARL &amp; SONS CO</b>							
		15,500.00	WORKAT STOCKYARDS ROAD		36207	42433	40431.6530	201513	IMPR OTHER THAN BUILDING	2015 LOCAL IMPROVEMENTS
		<u>15,500.00</u>								
<b>121515</b>	<b>2/16/2016</b>		<b>5477 C-AIRE, INC</b>							
		138.04	SUPPLIES FOR AIR COMPRESSOR		36083	129835	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		300.00	MAINTANCE/AIR COMPRESSOR		36083	129835	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>438.04</u>								
<b>121516</b>	<b>2/16/2016</b>		<b>6650 CARDMEMBER SERVICE</b>							
		159.95	SOFTWARE SUPPORT		36196	020116	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		3.69	INTEREST CHARGES		36196	020116	20260.6465		INTEREST/FINANCE CHARGE	HOUSING GENERAL
		79.97	SOFTWARE SUPPORT		36196	020116	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG



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121523	2/16/2016		1326 EARL F. ANDERSEN, INC						Continued...	
121524	2/16/2016		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		1,826.42	NEW LIGHTS FOR VACTOR TRUCK		36091	DL010816-21	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,826.42								
121525	2/16/2016		5785 EULL'S MANUFACTURING CO, INC							
		2,266.55	MANHOLE BRICK/BLOCK		36092	026987	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		2,266.55								
121526	2/16/2016		5965 FIDELITY SECURITY LIFE INSURANCE COMPANY							
		256.66	EYEMED PREMIUMS FEB 2016		36203	9047861	10101.2181		EYE MED INSURANCE	GENERAL FUND
		256.66								
121527	2/16/2016		6569 FINDAWAY WORLD LLC							
		19.99	REPLACEMENT PLAYAWAY		36128	174934	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		19.99	REPLACEMENT PLAYAWAY		36129	175472	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.98								
121528	2/16/2016		6640 FIRST ADVANTAGE BACKGROUND SERVICE CORP							
		146.24	REISSUE LOST CHECK#112040		36093	5614991409	20260.6430		MISCELLANEOUS	HOUSING GENERAL
		146.24								
121529	2/16/2016		4887 GALE/CENGAGE LEARNING							
		49.58	ADULT FICTION BOOKS		36130	57190857	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		27.19	ADULT FICTION BOOKS		36131	57215047	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		95.96	ADULT FICTION BOOKS		36132	57236838	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		172.73								
121530	2/16/2016		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		173.75	REGULAR ENVELOPES/ENGINEERING		36095	69300J	10315.6201		OFFICE SUPPLIES	ENGINEERING
		87.85	REGULAR ENVELOPES/COMM. DEV.		36096	69302J	10410.6201		OFFICE SUPPLIES	CITY PLANNER
		109.80	REGULAR ENVELOPES/CODE ENFORCE		36097	69301J	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		371.40								
121531	2/16/2016		6643 GRAINGER							
		128.00	TRASH BAGS		36094	9004114725	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		127.99	TRASH BAGS		36094	9004114725	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		255.99								
121532	2/16/2016		1589 HODEL, MARK							



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121540	2/16/2016		4649 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
121541	2/16/2016		5923 MAX STEININGER INC							
		114,805.39	APRON RECONSTRUCTION/PYMT#1		36111	PAYMENT #1	40404.6530	201415	IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		114,805.39								
121542	2/16/2016		1911 MENARDS, INC-WEST ST PAUL							
		48.83	DOUBLE HOOK/LED BULB		36112	2545	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		33.99	ORGANIZER/LED BULBS/COPPERBOLT		36113	2409	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		82.82								
121543	2/16/2016		1913 MERIT ELECTRIC COMPANY							
		4,675.00	POLICE AREA CARD ACCESS		36114	56598	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		323.22	BOX WITH COVER/BACK PLATE		36114	56598	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		4,998.22								
121544	2/16/2016		4645 METROPOLITAN AREA MANAGEMENT ASSOCIATON							
		45.00	METROPOLITAN AREA MANAGEMENT		36115	2081	10120.6471		DUES & SUBSCRIPTIONS	CITY ADMINSTRATION
		45.00								
121545	2/16/2016		1939 MIDWAY FORD CO.							
		103.25	BUCKLE/POLICE DEPT		36116	248966	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		22.39	RESISTOR/FIRE DEPT		36117	249251	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		125.64								
121546	2/16/2016		1943 MIDWEST FLYER MAGAZINE							
		707.00	FEB-MARCH 2016 ADVERTISING		36118	1/22/2016	20245.6341		ADVERTISING	AIRPORT
		707.00								
121547	2/16/2016		1949 MIDWEST TAPE							
		10.49	AUDIOBOOK		36133	93578435	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		83.98	PLAYAWAYS		36134	93608041	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.99	AUDIOBOOK		36135	93614422	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		59.98	AUDIOBOOKS		36136	93638934	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		99.98	AUDIOBOOKS		36137	93638936	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		66.96	DVDS		36138	93607819	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		25.98	MUSIC CDS		36139	93608042	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		45.98	DVDS		36140	93629498	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		13.99	MUSIC CD		36141	93629499	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.99	DVD		36142	93629540	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.99	DVD		36143	93629541	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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121547	2/16/2016	483.31	1949 MIDWEST TAPE						Continued...	
121548	2/16/2016	174.36	1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		174.36	SURCHARGE FOR JANUARY 2016		36119	JAN 2016	10101.2083		SURCHARGES	GENERAL FUND
121549	2/16/2016	250.00	2025 MINNESOTA WASTE WISE FOUNDATION							
		250.00	ANNUAL MEMBERSHIP FEE		36144	M0206251	10170.6471		DUES & SUBSCRIPTIONS	RECYCLING PROGRAM
121550	2/16/2016	75.00	2080 NADA APPRAISAL GUIDES							
		82.00	OLDER USED CAR GUIDE		36145	2/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		157.00	MOTORCYCLE APPRAISAL GUIDE		36145	2/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
121551	2/16/2016	337.44	2176 OXYGEN SERVICES COMPANY							
		337.44	BATTERY/HELMET/NOZZEL		36120	07948587	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
121552	2/16/2016	5.29	2218 PETTY CASH-LIBRARY							
		8.48	KITCHEN PAPER PLATES		36146	1/13/2016	20230.6430		MISCELLANEOUS	LIBRARY
		13.77	CREAM AND BAKERY GOODS		36146	1/13/2016	20230.6430		MISCELLANEOUS	LIBRARY
121553	2/16/2016	95.62	2240 PLUNKETT'S INC.							
		73.11	PEST CONTROL/CITY HALL JANUARY		36121	5296814	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		44.99	PEST CONTROL/PUBLICWORKS JAN		36122	5296812	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		213.72	PEST CONTROL/SEWAGE BUILDING		36123	5296813	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
121554	2/16/2016	25,000.00	6651 PROGRESS PLUS							
		25,000.00	2016 INVESTMENT		36197	211	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
121555	2/16/2016	107.00	2286 QUILL CORP							
		107.00	TONER/FILE CABINET POCKETS		36124	2613374	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
121556	2/16/2016	41,800.00	6341 RACHEL CONTRACTING, INC							
			KAPOSIA LANDING PHASE 1 #9		36210	KAPOSIALANDING	40429.6530	201480	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS

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121556	2/16/2016		6341 RACHEL CONTRACTING, INC						Continued...	
		41,800.00				PHASE1				
121557	2/16/2016		2296 RAMSEY COUNTY SHERIFFS DEPT							
		400.00	WARRANT #62HGCR1515		36211	6895	10101.2300		JUDGEMENTS PAYABLE	GENERAL FUND
		400.00								
121558	2/16/2016		1634 RICOH USA, INC.							
		31.50	WOOG ARENA		36202	96203122	40407.6580		OTHER EQUIPMENT	EQUIPMENT ACQUISITION F
		482.81	PRINCIPAL		36202	96203122	40407.6603		CAPITAL LEASE-PRINCIPAL	EQUIPMENT ACQUISITION F
		35.69	INTEREST		36202	96203122	40407.6613		CAPITAL LEASE-INTEREST	EQUIPMENT ACQUISITION F
		550.00								
121559	2/16/2016		2389 SAINT PAUL PUBLISHING COMPANY							
		48.83	ADVERTISING / SSP VOICE		36125	23933	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		48.82	ADVERTISING / SSP VOICE		36125	23933	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		25.00	SPONSORSHIP LISTING SSP VOICE		36148	23875	20250.6341		ADVERTISING	CENTRAL SQUARE
		122.65								
121560	2/16/2016		2408 SCHINDLER ELEVATOR CORPORATION							
		2,500.44	ANNUAL PREVENTATIVE MAINT.		36149	8104194915	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		2,500.44								
121561	2/16/2016		2439 SELCO							
		156.00	MUGS/NOTEBOOKS/BOOKMARKS		36147	041631	20230.6430		MISCELLANEOUS	LIBRARY
		156.00								
121562	2/16/2016		2632 SHERWIN-WILLIAMS CO., THE							
		370.35	PAINT		36150	1812-2	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		370.35	PAINT		36150	1812-2	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		740.70								
121563	2/16/2016		6649 SORENSON, DOROTHY							
		449.00	REFUND SECURITY DEPOSIT		36201	013116	50678.2205		DEPOSITS	JOHN CARROLL APT BLDG
		21.33	INTEREST/SECURITY DEPOSIT REFU		36201	013116	50678.6465		INTEREST/FINANCE CHARGE	JOHN CARROLL APT BLDG
		470.33								
121564	2/16/2016		2558 STATE CHEMICAL MFG. COMPANY							
		244.23	DRAIN MAINTENANCE		36152	97562410	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		244.23	DRAIN MAINTENANCE		36153	97600644	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG

CITY OF SOUTH ST PAUL  
 Council Check Register by GL  
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
<b>121564</b>	<b>2/16/2016</b>		<b>2558 STATE CHEMICAL MFG. COMPANY</b>						<b>Continued...</b>	
		97.00	AIR CARE		36154	97546116	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		97.00	AIR CARE		36155	97582982	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		97.00	AIR CARE		36156	97618091	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		97.00	AIR CARE		36157	97500074	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		244.23	DRAIN MAINTENANCE		36212	97524542	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		<u>1,120.69</u>								
<b>121565</b>	<b>2/16/2016</b>		<b>6648 THORPE, PATRICE</b>							
		137.00	REFUND SECURITY DEPOSIT		36200	013116	50677.2205		DEPOSITS	NAN MCKAY APT BLDG
		6.05	INTEREST/SECURITY DEPOSIT REFU		36200	013116	50677.6465		INTEREST/FINANCE CHARGE	NAN MCKAY APT BLDG
		<u>27.00</u>	ACCOUNTS RECEIVABLE		36200	013116	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		116.05								
<b>121566</b>	<b>2/16/2016</b>		<b>2883 TOWMASTER</b>							
		<u>664.96</u>	PLATE/CHAIN WHEEL BEARING KIT		36158	376639	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		664.96								
<b>121567</b>	<b>2/16/2016</b>		<b>2664 TRACTOR SUPPLY CREDIT PLAN</b>							
		5.99	PIN AND CLIP		36159	221162	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>57.76</u>	SPEED CHARGER/SNAPS/HOOKS		36160	180147	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		63.75								
<b>121568</b>	<b>2/16/2016</b>		<b>2677 TRI-STATE BOBCAT INC</b>							
		298.72	VALVE STEM/WHEEL		36161	A21422	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		14.86	SPRING/WASHER/NUT		36162	A21421	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,894.50	BROOM ATTACHMENT		36163	S18716	60703.6580		OTHER EQUIPMENT	CENTRAL GARAGE FUND
		<u>3,888.50</u>	SNOW BLOWER ATTACHMENT		36164	S18717	60703.6580		OTHER EQUIPMENT	CENTRAL GARAGE FUND
		7,096.58								
<b>121569</b>	<b>2/16/2016</b>		<b>2686 TURRITOS PIZZA</b>							
		<u>907.50</u>	PIZZA FOR CONCESSION STAND		36165	1003	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		907.50								
<b>121570</b>	<b>2/16/2016</b>		<b>5503 TWIN CITIES OCCUPATIONAL HEALTH P.C.</b>							
		<u>45.00</u>	PULMONARY FUNCTION TEST		36166	T88612915	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		45.00								
<b>121571</b>	<b>2/16/2016</b>		<b>2705 UNIFORMS UNLIMITED</b>							
		971.00	BALLISTIC VEST		36167	18175-1	20212.6245	227599	CLOTHING ALLOWANCE	GRANTS/DONATIONS POLICE
		117.96	SHIRT/GOLVE CASE/CUFF CASE		36168	17575-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION



CITY OF SOUTH ST PAUL  
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121574	2/16/2016		2849 XCEL ENERGY						Continued...	
121575	2/16/2016		2866 ZEP SALES & SERVICE							
		566.32	ZEP 40/ZEP 64 AREO/ZEP TNT 5 L		36193	9002075894	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		566.32								
2016038	2/5/2016		1338 EFTPS							
		30,902.93			36048	0203161116271	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		31,027.48			36058	0203161116272	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		61,930.41								
2016039	2/5/2016		2013 MINNESOTA REVENUE ( C )							
		12,012.04			36049	02031611162710	10101.2172		STATE WITHHOLDING	GENERAL FUND
		12,012.04								
2016040	2/5/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		314.72			36064	0203161116278	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			36065	0203161116279	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		885.09								
2016041	2/5/2016		6372 GREAT-WEST TRUST COMPANY, LLC (EFT)							
		1,762.50			36057	02031611162718	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,762.50								
2016042	2/5/2016		2748 VANTAGE POINT TRANSFER (EFT)							
		3,524.70			36054	02031611162715	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,524.70								
2016043	2/5/2016		2200 PERA							
		48,431.50			36051	02031611162712	10101.2174		PERA	GENERAL FUND
		48,431.50								
2016044	2/5/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21							
		230.84			36055	02031611162716	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		230.84								
2016045	2/5/2016		6014 US BANK							
		23,698.59			36056	02031611162717	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		23,698.59								
2016046	1/29/2016		5900 FP MAILING SOLUTIONS							

CITY OF SOUTH ST PAUL  
 Council Check Register by GL  
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016046	1/29/2016		<b>5900 FP MAILING SOLUTIONS</b>						<b>Continued...</b>	
		2,000.00	POSTAGE		35930	TDC#600053960-1	10101.1610		PREPAID POSTAGE	GENERAL FUND
						9				
		<u>2,000.00</u>								
2016047	2/1/2016		<b>6037 HEALTHPARTNERS-DENTAL</b>							
		1,788.40	DENTAL CLAIMS PAID		35933	01/21-01/27/201	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
						6				
		<u>1,788.40</u>								
2016048	2/5/2016		<b>1559 HEALTHPARTNERS</b>							
		86.60	HRA REIMBURSEMENT		36213	01/27-02/02/201	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
						6				
		<u>86.60</u>								
2016049	2/8/2016		<b>6537 FDGL LEASE PAYMENT</b>							
		30.00	CC MACHINE LEASE-JAN		36216	160208	10315.6412		CREDIT CARD/ACH/BANK FEE	ENGINEERING
		20.00	CC MACHINE LEASE-JAN		36216	160208	10520.6412		CREDIT CARD/ACH/BANK FEE	PARKS ADMINISTRATION
		60.00	CC MACHINE LEASE-JAN		36216	160208	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		10.00	CC MACHINE LEASE-JAN		36216	160208	20250.6412		CREDIT CARD/ACH/BANK FEE	CENTRAL SQUARE
		30.00	CC MACHINE LEASE-JAN		36216	160208	50600.6412		CREDIT CARD/ACH/BANK FEE	UTILITY ADMINISTRATION
		<u>150.00</u>								
2016050	2/12/2016		<b>1559 HEALTHPARTNERS</b>							
		86.60	HRA REIMBURSEMENT		36215	02/03-02/09/201	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
						6				
		<u>86.60</u>								
2016051	2/8/2016		<b>6037 HEALTHPARTNERS-DENTAL</b>							
		222.00	DENTAL CLAIMS PAID		36217	01/28-02/03/201	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
						6				
		<u>222.00</u>								
		<u>763,855.05</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	607,045.78
EFT Payments	<u>156,809.27</u>
Total Payments	763,855.05



**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Police**

**ADMINISTRATOR: SPK**

**8-C**

**AGENDA ITEM: Purchase of Two (2) Police Vehicles**

**ACTION TO BE CONSIDERED:**

Motion authorizing the purchase of one (1) 2016 Ford Police Interceptor Utility at a cost of \$27,625.95 and one (1) 2016 Chevrolet Equinox at a cost of \$21,251.39.

**OVERVIEW:**

Police Department vehicles are included in the Central Garage Fund, a self-sustaining fund, and are replaced from the fund as needed. As part of its regular fleet rotation and replacement program, the Police Department plans to replace two police vehicles in 2016. The first vehicle to be purchased is a Ford Police Interceptor Utility, which the Department has been purchasing since 2012 and which has shown the dependability required for police operations. The 2016 Interceptor Utility model vehicles must be purchased by March 11<sup>th</sup>, 2016 to take advantage of the MN Department of Administration negotiated price. Orders after this date will be for 2017 model vehicles at a yet to be determined contract price. The second vehicle to be purchased is a 2016 Chevrolet Equinox, a vehicle type already in service with another City department and currently maintained by public works staff. Ordering the vehicles now may allow for the vehicles to be delivered this summer, when the Department typically receives delivery. Police Department staff recommends purchasing these vehicles from State Contract #83065 and #72060 respectively, allowing the purchases without a separate bidding process.

The police vehicles scheduled to be replaced are reaching the end of their expected life for effective police service as they are accumulating high mileage, engine hours and have become increasingly costly to maintain.

The police staff recommends the purchase of one 2016 Ford Police Interceptor Utility from State Contract #83065 at a cost of \$27,625.95 and one (1) Chevrolet Equinox from State Contract #72060 at a cost of \$21,251.39. The total budgetary impact of the purchase of these vehicles, including sales tax, changeover costs and the cost of needed replacement equipment was discussed during the budgetary process and is included in the 2016 Central Garage Budget.

**SOURCE OF FUNDS:**

Central Garage Fund





**Fleet Department**

2228 College Way • PO Box 338 • Fergus Falls, MN 56538-0338

218-998-8866 • 800-477-3013 Ext. 8866 • Fax 218-998-8813 • www.nelsonfergusfalls.com

**VEHICLE QUOTE NUMBER F S StPaul K8A 16J**

Sold To: South Saint Paul  
 Attn: Lt Brian Wicke  
 Address: 125 3rd Ave N  
 South Saint Paul, MN 55075  
 bwloke@sspmn.org

Date: 02/08/2016  
 Phone: 651-554-3304  
 FAX: 651-554-3301  
 Salesperson: Gerry Worner  
 Key Code: Ignition/Door:

Stock No.	Year	Make	Model	New/Used	Vehicle ID Number
S StPaul K8A	2016	Ford Police Interceptor	4dr Police Utility Color: Black/Black cloth/cloth	New	0

Price of Vehicle Contract 83065 2016 price \$25,562.95  
 includes std: rearview camera display in 4 inch screen in instrument panel  
 Options & Extras \$2,063.00

Add for Dept. options per specs \$1,918.00  
 Dealer installed options:

Dealer silence chime tone for key in ignition \$125.00

Transit Improvement Vehicle Excise Tax \$20.00  
 Delivery \$0.00

2016 order cutoff date 3/11/2016  
 Subtotal \$27,625.95

Trade - In

Total Cash Price each: \$27,625.95

Terms: Net 30 days; add daily interest at 1.5%/month if we receive payment later

Your Purchase Order # Project # MN Contract 83065

**Thanks for your business!**

Ship To / Lessee / End User: South Saint Paul  
 Lt Brian Wicke  
 Police Dept.  
 125 3rd Ave N  
 South Saint Paul, MN 55075

Phone: 651-554-3304  
 FAX: 651-554-3301

Signed \_\_\_\_\_ and Initialed \_\_\_\_\_

Printed Name \_\_\_\_\_ and Date: \_\_\_\_\_



Customer: South Saint Paul  
 Attn.:(Name,Title) Lt Brian Wicka  
 Dept: Police Dept.  
 Address: 128 3rd Ave N  
South Saint Paul, MN 55075  
 Phone: 651-664-3304  
 Fax: 651-664-3301  
 email bvwicka@sspmin.org  
 MN Contract 03068

# Nelson Auto Center

Fleet Department  
 PO Box 338  
 Fergus Falls, MN 56538-0338  
 Gerry Worner  
 Phone: 218-998-8866  
 Fax: 218-998-8813  
 gerryworner@nelsonfergusfalls.com

Line 2 Marked Utility Vehicle

2016 order cutoff date 3/11/2016

2016	1	K8A	\$28,562.95	\$26,662.95
1 Ford Police Interceptor Utility Vehicle All Wheel Drive				
License Plate bracket - front (Std. for MN)				
	1	153	\$0.00	\$0.00
Auxiliary rear Air conditioning				
		17A	\$532.00	
Cloth rear seat, instead of standard vinyl rear seat				
		88F FW	\$53.00	
Power passenger seat NEW for 2016				
		87P	\$284.00	
Rear view camera display in mirror, vs. in std. 4" diagonal screen on dash cannot be modified, once vehicle is built; must specify at time of order				
		87R	\$0.00	
SYNC Voice Activated Communication System				
	1	53M	\$258.00	\$258.00
Engine block heater				
		41H	\$78.00	
Delete carpet floor covering; std. full rubber floor instead				
		- 16C	(\$103.00)	
LH spotlamp halogen bulb				
		51Y	\$187.00	
LH spotlamp w/LED bulb				
		61R	\$345.00	
LH spotlamp w/Whelen LED bulb <i>not recommended</i>				
		61T	\$366.00	
Dual spotlamps w/halogen bulbs				
		51Z	\$308.00	
Dual spotlamps w/LED bulbs				
		51B	\$541.00	
Dual spotlamps w/Whelen LED bulbs				
		61V	\$580.00	
Radio Noise Suppression bonding straps				
		60R	\$67.00	
keyed alike (like Crown Vic)				
		59B	\$45.00	
keyed alike (like Crown Vic)				
		59C	\$45.00	
keyed alike (like Crown Vic)				
		59D	\$45.00	\$45.00
keyed alike (like Crown Vic)				
		59E	\$45.00	
keyed alike (like Crown Vic)				
		59F	\$45.00	
keyed alike (like Crown Vic)				
		59G	\$45.00	
keyed alike (new code 2013 on)				
		59J	\$45.00	
Remote keyless entry keyfob (w/o keypad; N/A w/keyed alike)				
		59S	\$227.00	
Lock plunger for doors, hidden				
		32H	\$122.00	
Lock plunger for doors, hidden, and rear door handles inoperable				
		52P	\$140.00	
Pre wiring for grille lamp, siren & speaker				
	1	60A	\$45.00	\$45.00
100 Watt siren/speaker includes bracket & pigtail				
		18X	\$262.00	
Dome light, rear, in cargo area Red/White <i>recommended</i>				
	1	17T	\$45.00	\$45.00
Daytime running lamps				
		94Z	\$39.00	
Automatic Headlamps				
		86L	\$99.00	
Auxiliary Red/Blue LEDs in front bumper fascia (requires #50; not recommended)				
		21L	\$401.00	
Forward pocket warning Red/Blue LEDs - Warn/Park/Turn (requires #60A)				
		21W	\$558.00	
Wheel covers 18" full face				
		85L	\$53.00	
Aluminum Wheels, 18" painted				
	1	64E	\$415.00	\$415.00
Police Interior Upgrade (cloth rear seat, carpet front/rear w/4 mats, console)				
	1	65U	\$341.00	\$341.00
Delete Police Interceptor Badge (for unmarked car or non-police dept.)				
	1	16D	\$0.00	\$0.00
Roof Rack side rails, black				
		86Z	\$136.00	
Delete std. front console plate (no charge/no credit)				
		85D	\$0.00	
Lockable gas cap for Easy Fuel capless fuel filler				
		19L	\$17.00	
BLIS- Blind spot monitoring, cross traffic alert; Heated Mirrors (req. 53M \$258)				
		85B	\$476.00	
Heated outside mirrors w/o Blind Spot Monitoring				
	1	549	\$53.00	\$53.00
LED Marker lights in left & right sideview mirrors (requires #60A)				
		63B	\$254.00	
Side marker lights in rear quarter glass				
		63L	\$502.00	
Four switches on steering wheel (w/o SYNC, 53M)				
		61R	\$136.00	
Four switches on steering wheel (w/SYNC, 53M)				
	1	61S	\$136.00	\$136.00
My Speed Fleet Management				
		43S	\$53.00	
Speed Limited Calibration w/EcoBoost V6 131 mph top speed - standard with EcoBoost				
		99T	\$3,120.00	
EcoBoost 3.5 L V6 engine 131 mph top speed (non E85)				
		98M00	\$818.00	
Garnet Red Clearcoat for MN State Patrol				
		W4650	\$898.00	
Bright Red for Fire Dept. vehicle				
		91A	\$733.00	
Two tone with vinyl on roof and 4 doors				
		91C	\$511.00	
Two tone with vinyl on roof and 2 front doors				
		91H	\$428.00	
Two tone with vinyl on roof only				
		91J	\$268.00	
Two tone with vinyl on 2 front doors only				
		91D	\$394.00	
Vinyl Word "POLICE" wrap on both sides for 2 tone effect				
		91E	\$594.00	
Vinyl Word "POLICE" wrap reflective Black Vinyl				
		91F	\$594.00	
Vinyl Word "POLICE" wrap reflective White Vinyl				
		91G	\$594.00	
Vinyl Word "SHERIFF" wrap White Vinyl				
		55D	\$79.00	
Scuff Guards clear film on front of rear doors; protection from duty belt				
Additional owners manual				
		OMANUAL	\$88.00	
Service/Driveability/Emissions/Electrical Manuals (late avail.)				
		SMANUAL	\$493.00	
Parts Manuals (late avail.)				
		PMANUAL	\$495.00	
Technical Service Bulletins (annual subscription)				
		TSB	\$1,395.00	
Extended Warranty, Ford Extended Service Plan \$1500 to \$5500; will quote				
		ESP		
Page 1 subtotal				\$26,900.95



Customer: South Saint Paul  
 Attn.: (Name, Title) Lt Brian Wicke  
 Dept: Police Dept.  
 Address: 125 3rd Ave N  
 South Saint Paul, MN 55075  
 Phone: 651-664-3304  
 Fax: 651-664-3301  
 Email: bwicke@ssp.mn.org  
 MN Contract 83065

# Nelson Auto Center

Fleet Department  
 PO Box 338  
 Fergus Falls, MN 56538-0338  
 Gerry Worner  
 Phone: 218-998-8068  
 Fax: 218-998-8013  
 gerryworner@nelsonfergusfalls.com

Line 2 Marked Utility Vehicle

Page 1 subtotal					
Additional Factory options:					\$26,900.95
rear console plate	recommended		85R	\$30.00	
Cargo storage vault (NOT available with rear AC)		1	63V	\$213.00	\$213.00
Underbody Deflector plate	recommended		76D	\$292.00	
Ballistic door panels, driver door only			90D	\$1,384.00	
Ballistic door panels, both front doors			90E	\$2,768.00	
Rear window switches inoperative			18W	\$22.00	
Rear locks operable, but rear door handles inoperable			-68G, +68L	\$0.00	
Delete rear door locks & handles inoperable (allows them to work)			-68G	(\$29.00)	
Courtesy lamps disabled when door opened (Dark car feature) recommended		1	43D	\$17.00	\$17.00
Perimeter anti theft alarm (activated by hood, door, decklid) [req. 595 keyless entry]			593	\$105.00	
Reverse sensing		1	76R	\$240.00	\$240.00
Row 2 glass Light Solar tint, instead of std. deep tint			92R	\$75.00	
Row 2 & cargo glass Light Solar tint, instead of std. deep tint			92G	\$105.00	
Ultimate wiring package			67U	\$481.00	
Police Wire Connector Kit Front			47C	\$91.00	
Police Wire Connector Kit Rear			21P	\$114.00	
Pre-Drilled holes only for LEDs in headlamp housings recommended		1	86P	\$110.00	\$110.00
Pre-Drilled holes only for LEDs in taillamp housings NEW for 2016			86T	\$53.00	
Two front integrated LED lights in headlamps			66A	\$743.00	
Two rear integrated white LED lights in tail lamps (see options for red/blue)			66B	\$371.00	
Four flashing LEDs: 2 in back window & 2 integrate bottom recommended			66C	\$398.00	
Pkg. #24 Whelen PCCOR controller, relay center, wiring, rear plate			67G	\$1,169.00	
Ready for the Road; Whelen Gencom controller, relay center, wiring			67H	\$2,979.00	
Dealer Installed Items					
Dealer reprogramming per item (daytime running lamps, dark car feature, etc.)			RPRGRM	\$75.00	
Dealer re-key 4 locks (ignition, 2 doors, liftgate) to specific key code			REKEY	\$320.00	
Dealer silence chime tone for key in ignition		1	NOCHIME	\$125.00	\$125.00
Dealer installed keypad keyless entry (must have #595 remote entry)			KPAD	\$195.00	
Dealer installed keyless entry, remote start, 1 fob w/o feedback			KLES	\$395.00	
Dealer installed remote start and keyless entry, 1 fob w/feedback			RSTRT	\$497.00	
Dealer installed power lock button in rear, accessible with liftgate open			RLOCK	\$182.00	
Dealer installed 2" receiver hitch w/4 wire flat plug-in (add \$100 for 7 blade RV plug)			HITCH4	\$510.00	
Dealer installed running boards, black			RBD5	\$710.00	
Roof Rack cross bars, dealer installed			RACKCB	\$247.00	
Ford molded mudflaps dealer installed			FLAPS	\$189.00	
Rubber slush mats, front pair			SMATS	\$117.00	
Dealer installed Surveillance Mode Module (requires 76R reverse sensing)			SURVEIL	\$695.00	
Dealer installed vinyl wrap on 4 doors for two tone			WRAP4	\$395.00	
Dealer installed vinyl wrap on 4 upper door frames around windows			WRAPF	\$170.00	
Dealer installed vinyl wrap on 4 doors & roof for two tone			WRAP4R	\$645.00	
Dealer installed vinyl wrap on 2 doors & roof for two tone			WRAP2R	\$495.00	
Dealer installed vinyl wrap on hood and roof for two tone			WRAPTOP	\$500.00	
Dealer installed vinyl word wrap, White or Black, POLICE or SHERIFF			WORD	\$685.00	
Dealer installed Reflective vinyl word wrap, White or Black, POLICE or SHERIFF			REFWORD	\$685.00	
Push Bumper, Setline PB 400VS, installed			PB400	\$679.00	
Push Bumper, Setline PB 450L2VS w/2 red/blue lights, installed			PB452	\$1,037.00	
Push Bumper, Setline PB 450L4VS w/4 red/blue lights, installed			PB454	\$1,198.00	
Fender Protector, Setline PB8-VS			PB8	\$545.00	
Rear Window barriers Setline steel			WBVSS	\$382.00	
Rear Window barriers Setline Polycarbonate			WBVSP	\$398.00	
Setline 10-VS sliding partition w/o recessed gun panel w/lowr extensions			CAGE	\$990.00	
Setline 110-VSRP sliding partition w/recessed gun panel w/lowr extensions			CAGER	\$1,099.00	
Setline 10XL partition uncoated, w/recessed panel and seat extensions			CAGEXL	\$1,076.00	
Setline 12-PolyC rear cargo partition, polycarbonate scratch resistant			RCAGE	\$808.00	
Setline 12 EXP rear vinyl coated expanded metal partition			RCGEM	\$773.00	
Setline single vertical gun mount Universal lock, handcuff key, unwired			1GUN	\$436.00	
Setline dual vertical gun mount/lock shotgun/AR-15, handcuff keys, unwired			2GUN	\$536.00	
Toggle switch to disable brake lights and backup lights			CANCEL	\$397.00	
Red/Blue LEDs in taillamps only			TAILRB	\$397.00	
Red/Blue LEDs in taillamps & grille (not available with EcoBoost V6)			GRILTAL	\$883.00	
Red/Blue LEDs in taillamps & Headlights (requires 86P pre-drilled holes \$110.00)			4CRNRRB	\$683.00	
Headlamp flasher system, flashes 2016 halogen High Beams			HFLASH	\$397.00	
Alarm system: Horn/lights upon door/hatch violation, w/2 remotes			ALARM	\$310.00	
Extra key (w/o microchip, simple "dumb" key) each			KEY	\$10.00	
Extra remote entry keyfob (limit of 4 total per vehicle on dealer installed) each			REMOTE	\$142.00	
Transit Improvement Vehicle Excise Tax on any delivery within Anoka, Dakota, Hennepin, Ramsey, Washington, or Balthami Counties; only marked vehicles exempt		1	TIVET	\$20.00	\$20.00
Option to pick up car in Fergus Falls, MN					(\$45.00)
Total pages 1 and 2					\$27,625.95

2016 order cutoff date 3/11/2016



# RANGER



**GMC**

**BUSINESS  
ELITE**

1502 East Howard Street, Hibbing, MN 55746 (218) 263-7578

Phone: 612.750.1275

Fax: 866.452.0858

Toll-Free: 800.894.7579

February 5, 2016

City of South St Paul  
125 - 3rd Avenue North  
South St Paul, MN 55075  
Attn: Brian Wicke

Regarding your request for a State Contract price quote on a 2016 Chevrolet Equinox AWD LS compact Utility, we have itemized the information you require:

**STATE CONTRACT 72060:**

**ITEM/MODEL:**

UV27 Chevrolet Equinox AWD 1LG26 I-4 \$20,591.20

**CONTRACT EQUIPMENT:**

2.4 liter 180hp gas/E85 4 cyl	included
6 spd electronic automatic trans	included
StabiliTrak electronic stability control	included
includes hill start assist	
P225/65R17 all-season BSW	included
Cruise control	included
Tilt & telescope steering wheel	included
Power up driver's seat	included
Cloth front bucket seats	included
Cloth 60/40 split adjustable rear seat	included
AM/FM Stereo CD Color Touch Screen radio	included
Bluetooth connectivity	included
4 G LTE Wi-Fi connectivity	included**
Air conditioning	included
Keyless remote entry	included
Rear vision camera	included
Full floor carpeting front & rear floor mats	included
Front and side airbags, driver and passenger	included
Side Curtain airbags all seat rows	included
Daytime running lamps and Autolamp system	STD

**\*\*Requires activation**

**REVISIONS REQUESTED:**

8 way power driver's seat	264.00
Front license plate bracket	N/C
Cargo area security cover	66.00
Deep tinted glass (civilian legal)	250.80

*Specializing in State, county and local municipal sales*



Second row seat back to cargo floor panel	118.80
<i>Delete</i> 24 months/24,000 mile free maintenance	- (59.41)
Interior dome & reading lamps	STD
Tungsten Met ext/Jet Black int	N/C
<b><u>TOTAL VEHICLE PRICE:</u></b>	<b>\$21,231.39</b>

**TRANSIT EXCISE TAX:**

Transit excise tax 20.00

**TOTAL WITH EXCISE TAX:** \$21,251.39

**MAINTENANCE COVERAGE:**

~~Scheduled maintenance~~ ~~2 years/24,000 miles~~  
~~includes oil, filter, tire rotation for a maximum of 2 visits~~

**WARRANTY COVERAGE:**

Bumper to Bumper:	3 years/36,000 miles
Powertrain processor & Catalytic convertor	8 years/80,000 miles
Rust-through	6 years/100,000 miles
<i>Powertrain (engine, transmission, drive axles, etc)</i>	<i>5 years/100,000 miles</i>

**APPROXIMATE DELIVERY:**

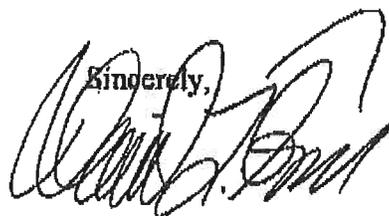
90 days A.R.O

**IF YOU PURCHASE -WE NEED:**

**PURCHASE ORDER OR LETTER OF PURCHASE**

**A COPY OF YOUR PROOF OF INSURANCE**

Thank you for your consideration.

Sincerely,  


David L. Thomas  
Fleet Sales Manager  
Municipal Accounts

Enclosure

*Specializing in State, county and local municipal sales*





**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Police**

**ADMINISTRATOR: SPK**

**8-D**

**AGENDA ITEM: Accept Letter of Resignation**

**ACTION TO BE CONSIDERED:**

Pass a Motion to Accept Letter of Resignation from Officer Reed Polzin.

**OVERVIEW:**

Officer Reed Polzin began his career as an officer with the South St. Paul Police Department on June 1, 2011. During his career, Reed worked as a patrol officer, police explorer advisor, School Resource Officer and served as a tactical operator on the Dakota County Mutual Aid Assistance Group (MAAG). Reed will be leaving us to become a Special Agent with the Federal Bureau of Investigation (FBI). Reed's last day of employment will be February 19, 2016. Members of the Department wish Reed the best as he begins a new chapter in his career as a Special Agent with the FBI. A copy of his letter of resignation is attached.

**SOURCE OF FUNDS:**

List source of funds (N/A)



*City of South St. Paul*  
*Police Department*

*William M. Messerich*  
*Chief of Police*

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February 5<sup>th</sup>, 2016

Chief William Messerich

Please accept this letter as formal notification that I am resigning from my position as Police Officer with the South St. Paul Police Department. My last day will be February 19<sup>th</sup>, 2016.

It has been an honor and a privilege to serve the city of South St. Paul alongside the men and women of the South St. Paul Police Department. As you know, it has been very difficult for me to leave as I have become very attached to this place and am very proud of the work that we do in our community. The South St. Paul Police Department gave me an opportunity when no one else would, and I am indebted to the Department for all the valuable experiences and trainings that I will take with me throughout my career.

I wish all my coworkers continued success and safety. We do incredible work here in South St. Paul, and other agencies see us in a very positive light. I truly could not have asked for a better administration or coworkers, thank you all.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reed Polzin'.

Reed Polzin



**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Police**

**ADMINISTRATOR: SPK**

**8-E**

**AGENDA ITEM: Conditional Job Offer – Entry Level Police Officer**

**ACTION TO BE CONSIDERED:**

Motion to appoint Matthew Case as a probationary entry level police officer effective March 7, 2016 at a starting monthly salary as outlined in the current LELS contract, contingent upon P.O.S.T. license eligibility, successful completion of a background investigation, physical examination and psychological evaluation.

**OVERVIEW:**

Officer Reed Polzin submitted a letter of resignation effective February 19, 2016 creating a vacancy in the Police Department. The 2016 Police Department budget provides sufficient funding for this position, including the hiring and training of a replacement officer.

During the June 1, 2015 Civil Service Commission Meeting, the Police and Fire Civil Service Commission certified a list of eligible candidates. A copy of the resulting eligibility register is attached. Additionally, at the February 8, 2016 Civil Service Commission meeting, a list of the top three candidates from the current eligibility register was certified for City Council consideration for a possible conditional job offer. Redacted copies of the top three candidates' applications and resumes are attached.

Matthew Case has a Bachelor of Science Degree in Biology from the University of Minnesota Duluth and a Certificate of Law Enforcement from Normandale Community College. Mr. Case has been a Community Service Officer with South St. Paul Police Department since October 2014 and has volunteered as a South St. Paul Police Reserve officer since December 2014. Mr. Case is also a current member of the U.S. Army, Minnesota National Guard.

Jerod Nelson has a Bachelor of Arts Degree in Communication from Concordia University and a Certificate of Law Enforcement from Hennepin Technical College. Mr. Nelson currently works as an estimator for a property preservation company and is a paid on-call firefighter for the City of Andover. He also has previous work experience in construction and mortgage loans.

Megan McDonald has a Bachelor of Arts Degree in Psychology and Criminology from the University of Denver and a Certificate of Law Enforcement from Metro State University. Ms. McDonald is current a security officer at Mall of America. She was previously employed as a police officer with St. Cloud Police Department and Roseville Police Department.

Police Department staff have reviewed applications, testing materials and preliminary background information for these candidates. Additionally, the candidates and testing process were discussed during the February 8, 2016 City Council Work Session. Police Department staff recommends Matthew Case be given a conditional employment offer as a probationary police officer effective March 7, 2016, contingent upon P.O.S.T. license eligibility, successful completion of a background investigation, physical examination and psychological evaluation.

**SOURCE OF FUNDS:**

2016 Police Protection Budget

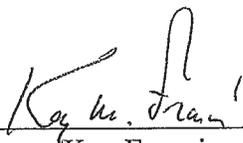
# MEMORANDUM

**To:** The Honorable Mayor Beth Baumann  
Members of the City Council  
**From:** James Wallace-Secretary  
South St. Paul Police and Fire Civil Service Commission  
**Date:** February 8<sup>th</sup>, 2016  
**Subject:** Certification of the top three standing names from the police officer eligibility list

In accordance with the Civil Service Rules for the Police Department, Rule 14, the below listed names are certified by this Commission as the top three (3) eligible candidates for the position of police officer with the South St. Paul Police Department.

The police officer candidates are listed in their order of finish after completion of the testing process approved by this Commission.

- 1) Matthew Case
- 2) Jerod Nelson
- 3) Megan McDonald

  
\_\_\_\_\_  
Kay Francis – Secretary

**SOUTH SAINT PAUL POLICE DEPARTMENT**

**2015 ENTRY LEVEL POLICE OFFICER TEST**

NAME	MINI-ORAL GROSS	MINI-ORAL WEIGHTED	WRITTEN GROSS	WRITTEN WEIGHTED	ORAL GROSS	ORAL WEIGHTED	PHYSICAL AGILITY	VETERAN'S PREFERENCE	RESERVE/CSO - Bonus	TOTAL SCORE	FINAL RANKING
Matthew Case	42.33	14.11	31.67	13.19	53.33	59.26	PASS			86.56	4
Jerod Nelson	41.67	13.89	24.00	10.00	46.00	51.11	PASS			75.00	5
Megan McDonald	37.67	12.56	22.33	9.31	47.67	52.97	PASS			74.83	6
Timothy Chaney	37.33	12.44	22.67	9.44	46.33	51.48	PASS			73.37	8
Nicolas Colleran	32.33	10.78	23.67	9.86	42.00	46.67	PASS			67.30	10
Brandon Bragg	26.67	8.89	24.67	10.28	42.33	47.03	PASS			66.20	11

The Commission directed that the weighting of the scores would be 70% for final oral interview and the combined score for the min-oral interview and written exercise would be 30%. The formula for converting the min-oral interview is as follows: the score divided by forty-five (45), the total points available, then multiplied by one-hundred (100). The formula for converting the written exercise is as follows: the score divided by thirty-six (36), the total points available, then multiplied by one-hundred (100). The formula for converting the final oral interview is as follows: the score divided by sixty-three (63), the total points available, then multiplied by one-hundred (100). Those candidates who qualified for Veteran's Preference had ten (10) points added to their total score. Qualified disabled veterans had fifteen (15) points added to their total score. Candidates that are current South St. Paul Police Reserves or Community Service Officers, with at least two (2) years of service, had five (5) points added to their total score. The Physical Agility Test is a Pass/Fail test.

6/1/2015



# APPLICATION FOR EMPLOYMENT

City of South St. Paul  
 125 Third Avenue North  
 South St. Paul, MN 55075

Dear Applicant:

We welcome you as an applicant for employment. It is our policy to provide equality of opportunity in employment. This policy prohibits discrimination on the basis of race, color, creed, religion, national origin, political affiliation, disability, public assistance status, marital status, sex, age (18 and over) or criminal convictions which are not related to the position you are applying for in all aspects of our personnel policies, programs, practices and operations. This policy applies to full, part-time, temporary and seasonal employment. Failure to provide the data required for this application may result in rejection of your application.

Date of Application: 3/20/2015

Date Available: Pending POST test: 10/18/15 or 12/10/15

Job Title: Police Officer

Kind of work applying for: Full-time  Part-time

Name (Last, First, Middle): Case, Matthew, Ryan  
 Street Address/City/State/Zip Code: \_\_\_\_\_  
 Phone Number Home: N/A Cell/Other: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Are you a U.S. Citizen, or legally eligible to work in the U.S.? Yes  No  Are you 18 years of age or older? Yes  No   
 Are you willing to work overtime if required? Yes  No

### EDUCATION/TRAINING

How many years of school have you completed? GED  High School Diploma  Some College  College Degree

TYPES OF SCHOOL	NAME/ADDRESS OF SCHOOL	DIPLOMA/DEGREE CERTIFICATE/CREDITS EARNED	MAJOR
High School	Apple Valley High School 14450 Hayes Rd, Apple Valley, MN 55124	High school Diploma	N/A
College/University	University of Minnesota Duluth 1049 University Dr, Duluth, MN 55812	Bachelors of Science	Biology
College/University	Normandale Community College 9700 France Ave, Bloomington, MN 55431	<del>Certificate</del> N/A 20 credits toward Certificate in Law Enforcement	Certificate in Law Enforcement
Graduate School			
Technical	Hennepin Technical College 9000 Brooklyn Blvd, Brooklyn Park, MN 55445	Current: skills semester 1 = 12 credits	Certificate in Law Enforcement
Technical			

List any correspondence courses, special courses, seminars, workshops and/or computer training programs you completed that might relate to this position. Please review the job description before responding.

MN Army National Guard - MOS 11B (Infantryman), A Co 2-135 IN REGT  
Report Writing for Increased Connections - Law Enforcement Resource Center, online course  
Red Cross first responder + CPR training

**EMPLOYMENT HISTORY -** Please list past employers beginning with your most recent employment.  
List complete employment history, but do not provide dates of employment for positions held more than five years ago.

PRESENT OR LAST EMPLOYER South St. Paul Police Department		ADDRESS/CITY/STATE 125 3rd Ave N, South St. Paul, MN 55075	
SUPERVISORS NAME & TITLE Lt. Brian Wickle		PHONE NO.	MAY WE CONTACT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> REASON:
DATES EMPLOYED (MO/YR) FROM 10/2014 To Current	HOURS WORKED PER WEEK 15	JOB TITLE Community Service Officer	
REASON FOR LEAVING N/A			LAST SALARY \$16.00/hr
SPECIFIC DUTIES Enforce parking statutes and city ordinances; Manage evidence, property room, and chain of custody; Assist Administration, Clerical staff, and Officers as needed; Engage in community outreach, education, and assistance;			
PREVIOUS EMPLOYER Boozemart		ADDRESS/CITY/STATE 1673 S Robert St, West St. Paul, MN	
SUPERVISORS NAME & TITLE Andy North - Owner + General Manager		PHONE NO.	MAY WE CONTACT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> REASON:
DATES EMPLOYED (MO/YR) FROM 1/2010 To Current	HOURS WORKED PER WEEK 10-15	JOB TITLE Shift Manager,	
REASON FOR LEAVING N/A			LAST SALARY \$13.00/hr
SPECIFIC DUTIES Manage inventory and ensure good customer experience; manage shift activities of employees, monitored product stocking, employees, and store cleanliness; Handled security of money and store by monitoring tills and security system.			
PREVIOUS EMPLOYER Conservation Corps MN + IA		ADDRESS/CITY/STATE 40 Plato Blvd E, Ste 210, St. Paul MN 55107	
SUPERVISORS NAME & TITLE Eric Antonsen - Program Director		PHONE NO.	MAY WE CONTACT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> REASON:
DATES EMPLOYED (MO/YR) FROM 01/2013 TO 01/2014	HOURS WORKED PER WEEK 40	JOB TITLE Program Coordinator - Individual Placements	
REASON FOR LEAVING Career change / starting school			LAST SALARY \$38,000/yr
SPECIFIC DUTIES Planned, promoted, and administered the Individual Placements program; Coordinated project logistics in cooperation with community partners; Assisted with recruiting, hiring, and supervision of 40-50 AmeriCorps members; conducted and coordinated educational, technical, and safety trainings.			
PREVIOUS EMPLOYER Conservation Corps MN + IA		ADDRESS/CITY/STATE 60 Plato Blvd	
SUPERVISORS NAME & TITLE Brian Miller - District Manager		PHONE NO. 1	MAY WE CONTACT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> REASON:
DATES EMPLOYED (MO/YR) FROM 06/2011 TO 12/2012	HOURS WORKED PER WEEK 40	JOB TITLE Field Assistant / Field Specialist	
REASON FOR LEAVING Accepted promotion to Program Coordinator with same organization			LAST SALARY Stipend \$1200/mo
SPECIFIC DUTIES Enrolled in the Young Adult Program as a full-time AmeriCorps member (national service volunteer) with a focus on natural resources management; Communicated and coordinated project logistics with project needs, staff, and crews; Conducted and ensured proper maintenance of A-1, hand tools, and power tools in order to maintain safety standards; Involved with and managed AmeriCorps members during natural disaster response (wildfires, Hurricane Sandy)			

**Military – Complete this section only if you served in the U.S. Armed Forces**

DESCRIBE YOUR DUTIES AND ANY SPECIAL TRAINING Trained as US Army Infantryman; Qualified as Expert with M4 rifle; Trained in land navigation, leadership, communication, and teamwork; Currently assigned to Headquarters Platoon with A Company 2-135 MN Army National Guard as Radio Transmission operator	BRANCH OF SERVICE ARMY - MN National Guard
	RANK OF DISCHARGE E-4, Specialist
	TYPE OF DISCHARGE N/A

**UNSALARIED EXPERIENCE**

VOLUNTEER ORGANIZATION Simpson Housing Services	ADDRESS/CITY/STATE 2740 LAV 8, Minneapolis, MN 55408
POSITION HELD Overnight Shelter volunteer	DUTIES PERFORMED Assisted homeless shelter staff with shelter operations
DATES OF PARTICIPATION 02/2014 - 05/2014	HOURS PER WEEK ~ 10-12 / month
	CONTACT/PHONE NO. Christina Geise /

VOLUNTEER ORGANIZATION	ADDRESS/CITY/STATE 1253 AV N, South St. Paul, MN 55122
POSITION HELD Reserve Officer	DUTIES PERFORMED Assist Police Officers, Patrol, Respond to calls as back-up
DATES OF PARTICIPATION 01/2015 - Present	HOURS PER WEEK 8-10 per month
	CONTACT/PHONE NO. Kandy Graff /

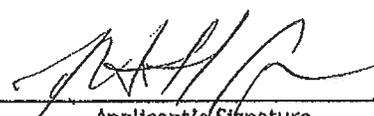
**PERSONAL REFERENCES (Excluding Former Employers or Relatives)**

NAME AND OCCUPATION	ADDRESS/CITY/STATE	PHONE NUMBER
Anna Johnson		72
Dean Falkner		2
Leo Liu		
Jeff Adams		
Amy Klekotka		

The City of South St. Paul conducts criminal history background checks on all regular full-time or part-time employees. All employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment. Each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information will cause you to be barred from employment, or removed from employment.

I hereby certify that all answers to the above questions are true and I agree and understand any false statements contained in this application may cause rejection of this application or termination of employment. I certify that I have read the attached "Notice to Applicant" regarding the Minnesota Data Practices Act (MN Statutes 13.01-13.88). I authorize that a transcript may be requested where necessary to verify any education record. In accordance with Minnesota Data Practices Act (M.S. 15.165) I have been informed of and understand my rights as a subject of data.

I understand that to qualify for permanent employment, I may be required to submit to and pass a physical examination by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical examinations when requested by the City.

  
 Applicant's Signature

03 / 25 / 2015  
 Date

**NOTICE TO APPLICANT**

# MATTHEW R. CASE

## CORE COMPETENCIES

Project logistics and coordination	Knowledge of state statutes/ case law
Verbal / written communications	Radio communications
Administrative / organizational skills	Property/ evidence management
Effective team member	Community outreach and engagement
Ability to work independently	Weapons knowledge/ proficiency

---

## PROFESSIONAL EXPERIENCE

**South St. Paul Police Department** October 2014- Present

*Community Service Officer* *South St. Paul, MN*

- Engaged in community outreach, education, and public assistance
- Enforced parking statutes and city ordinances
- Managed evidence, property room, and chain of custody
- Assisted Police administration, clerical staff, and officers as needed

**Minnesota Army National Guard- A Company 2-135** January 2014- Present

*Infantryman; Radio Transmission Operator* *West St. Paul, MN*

- Trained as United States Army infantryman
- Trained in basic and advanced rifle marksmanship, squad and fire-team tactics, radio communication, land navigation, and leadership
- Assigned to Headquarters Platoon to serve as radio transmission officer for Company Commander, Executive Officer, and First Sergeant

**Conservation Corps Minnesota** September 2009- January 2014

*Program Coordinator (January 2013- January 2014)* *St. Paul, MN*

- Planned, promoted, and administered the Individual Placement program.
- Implemented a RFP process to select service site locations based on specific objectives.
- Coordinated project logistics in cooperation with community partners.
- Assisted with recruiting, hiring, and supervision of 40-50 corpsmembers.
- Developed and monitored safety procedures for corpsmembers and monitor safety practices.
- Conducted and coordinated educational, technical, and safety training.
- Oversaw corpsmember development to ensure that participants achieved success through service learning.
- Assisted with planning, policy, and public relations associated with start-up and management of the program.
- Tracked and reported corpsmember hours and accomplishments.

*Field Specialist (June 2011- December 2012)* *St. Paul, MN*

- Enrolled in the Young Adult Program as a full-time AmeriCorps member, with a focus on natural resource management projects
- Provided and improved required trainings for Corps members
- Communicated and coordinated project logistics with project hosts, Conservation Corps staff, and crews
- Actively participated in the interview and hiring process of new Corps Members
- Mentored and supported Corps Members throughout service term
- Conducted and ensured proper maintenance of fleet, hand tools, and power tools in order to facilitate safety standards
- Participated in over 1000 acres of prescribed burning in various habitat types with DNR staff

*Crew Leader (February 2011- June 2011)* *Shakopee, MN*

- Managed daily crew activities with efficiency and minimal supervision
- Motivated corps members to develop a strong service ethic, work as a team, and understand the principles and objectives behind natural resource projects
- Coordinated with project hosts to determine project logistics and goals in order to ensure proper completion in an efficient manner

*Corps member (September 2009- January 2011)* *St. Paul, MN*

- Worked as part of a team to accomplish natural resource projects
- Expanded knowledge of environmental issues and management plans through networking with project partners and natural resource professionals
- Developed strong teambuilding, problem solving, and conflict resolution skills

**North by North LLC.**

January 2010- January 2013

*Shift Manager* *West St. Paul, MN*

- Managed shift activities of employees in a retail store setting
- Monitored product stocking and management, employees, and cleanliness of store in order to ensure quality retail experience
- Handled security of money and store by monitoring tills and security system

#### **ADDITIONAL EXPERIENCE**

**Military**

*Basic Combat Training/ One Stop Unit Training* *Fort Benning, Georgia*

- Trained as United States Army Infantryman
- Served as Platoon Guide and led 45 other recruits in training exercises for 3 weeks
- Served as Squad Leader and led 10 other recruits for 8 weeks
- Obtained Expert qualification in Basic Rifle Marksmanship
- Awarded Battalion coin from Battalion Commander for perfect score in Advanced Rifle Marksmanship

## Wildfire

### *Juneberry Road*

*Greenbush, MN*

- Led team of 4 corpsmembers on wildfire response to a 700 acre peat fire
- Worked in coordination with various other agency responders
- Assisted in implementing numerous firefighting tactics including: cold trailing, gridding, hose lays, and hazard tree mitigation

### *Pillsbury Road*

*Little Falls, MN*

- Staffed for wildfire at a DNR forestry station
- Responded as an initial attack unit to a 120 acre wildfire
- Assigned to assist on J5 and Muskeg engines

## Disaster Response

### *Hurricane Sandy*

*New York, NY*

- Deployed for 30 days to New York City as part of a disaster response team in November 2012
- Led a team of 10 corpsmembers in various disaster assignments
- Operated two shelters in various positions, including Shift Operations Lead
- Coordinated AmeriCorps members, spontaneous volunteers, and other Non-Profit volunteers as Deputy Operations Manager at a volunteer reception center in the Rockaways neighborhood
- Represented Conservation Corps Minnesota and Iowa at several meetings involving senior members of the Corporation for National Community Service and various state and local official.

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## EDUCATION

Law Enforcement Certificate (In progress), Hennepin Technical College  
January 2015- Present

Law Enforcement Certificate (20 credits earned), Normandale Community College,  
January 2014- May 2014

B.S. in Biology, University of Minnesota Duluth, May 2009  
Minor in Chemistry

---

## SKILLS/CERTIFICATIONS

### Field

- Rifle and weapons qualified
- Land Navigation
- Radio Communications
- Combat Lifesaver course
- Wild land Firefighter Type II ( NWCG FFT2 )
- Faller Class B certification ( MN DNR FALB )
- American Red Cross First Aid / CPR certification

- Wilderness First Aid
- Minnesota DNR heavy equipment operator certification
- Minnesota DNR ATV training
- Proficient with various handheld GPS units
  - Including: various Trimble, Nomad, and Garmin units
- Ability to use and interpret GIS and topographic maps
- Able to tow various types of equipment and trailers
- Class D drivers license

**Computer**

- Knowledge in use of Microsoft Office- Word, Excel, Outlook
- Familiar with many types of printers, copiers, and fax devices

REFERENCES AVAILABLE UPON REQUEST

# Jerod C. Nelson

Cell phone:

## Career Objective

To maintain a life of service by taking the basic knowledge I have gained through the Law Enforcement Skills program and building on it through the experience and teaching of fellow, veteran officers and by serving and protecting the community while patrolling and interacting with members of that community.

## Education

		Dates of Attendance
<b>Concordia University,</b>	<b>St. Paul, MN</b>	<b>1991 -1996</b>
▪ Bachelor of Arts in Communication		
<b>Hennepin Technical College,</b>	<b>Brooklyn Park, MN</b>	<b>2010</b>
▪ Certificate of Law Enforcement (to be completed 12/17/2010)		
▪ POST Exam 02/18/2011		
<b>Minneapolis Community and Technical College</b>	<b>Minneapolis, MN</b>	<b>2008 - 2010</b>
▪ Pre-requisite Law Enforcement courses		
▪ Theory semester of Skills Program		
<b>Anoka Technical College</b>	<b>Anoka, MN</b>	<b>2009</b>
▪ EMT-Basic certification	EMSRS license #955197	Expires 03/31/2016
▪		
<b>Metro State University</b>	<b>St. Paul, MN</b>	<b>2006 - 2007</b>
▪ 4 courses in Licensed Alcohol/Drug Counselor program		

## Work Experience

	Dates of Employment
<b>Grandmoore Carpentry, Inc.</b>	<b>02/07 - Present</b>
Property Preservation Estimator	
▪ Re-key vacant homes	
▪ Winterize/De-winterize vacant homes	
▪ Estimate vacant homes for repairs	
▪ Manage the field services and Estimate division of the company.	
▪ Oversee the schedule and performance of one Estimator	
<b>City of Andover, MN</b>	<b>Dates of Employment</b>
<b>Paid On-Call Fire Fighter</b>	<b>01/2014 - Present</b>
▪ Graduated from the Anoka County Fire Academy July 1, 2014	
▪ NFPA Certifications: 1001 – Firefighter I & II, 472 – HazMat Operations Level.	

**Charter Funding**

Mortgage Loan Coordinator

Dates of employment  
08/2006 – 02/2007

- Assist Loan Officers in packaging loans for underwriting
- Assist in updating and fine tune company's proprietary loan process

Program Facilitator – Anoka Co. Two Day DWI & Riverwood DWI offender programs

- Facilitate lectures & exercises designed to educate offenders on the dangers of drinking & driving
- Check offenders into the Lino Lakes jail for the session
- Assign offenders beds

Dates of Employment  
02/05 – 05/06

**Bell Mortgage**

Mortgage Loan Officer

- Generate customers through advertising and cold calling
- Determine the best loan option for each customers situation
- Collect documentation and package loan for processing and underwriting

Worked with five other mortgage companies between 2001 and 2005

DC Products (Self-Employment)

Dates of Employment  
07/1999 – 07/2001

- Oversee the marketing of company's only product in the machining industry.

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**Leadership/Volunteer Roles**

**Student Advisory Committee**

**1989 - 1990**

Park Center Sr. High School

- President 1989-1990
- Worked to successfully eliminate student smoking lounge
- Successfully lobbied increased hallway and parking lot security

**Concordia University**

**1996**

- Baseball team Captain

**Volunteer Baseball Coach**

**1991 - 1996**

Park Center Twins Sr. Babe Ruth baseball team

- Assistant coach
- Hitting coach

**Concordia University Baseball Team**

**1996**

- Hitting coach

**Lord of Life Church Ramsey, MN**

**2007 - 2008**

- Weekly set up and tear-down of "Marriage Course"
- Help with set up of church's annual "Harvest Fest" celebration 2007 & 2008

**Coon Rapids/Andover American Little League**

**2013**

- Volunteer T-Ball coach

## **Certifications**

### **EMT-Basic**

- MN EMSRB license number 955197. Exp. 03/31/2016

### **MN Firefighter**

- NFPA 1001 – Firefighter I & II Exp. 09/30/2017
- NFPA 472 – HazMat Operations Level Exp. 09/30/2017



# APPLICATION FOR EMPLOYMENT

City of South St. Paul  
125 Third Avenue North  
South St. Paul, MN 55075

Dear Applicant:

We welcome you as an applicant for employment. It is our policy to provide equality of opportunity in employment. This policy prohibits discrimination on the basis of race, color, creed, religion, national origin, political affiliation, disability, public assistance status, marital status, sex, age (18 and over) or criminal convictions which are not related to the position you are applying for in all aspects of our personnel policies, programs, practices and operations. This policy applies to full, part-time, temporary and seasonal employment. Failure to provide the data required for this application may result in rejection of your application.

Date of Application: 03/24/2015 Date Available: Immediately  
 Job Title: Police Officer Kind of work applying for: Full-time  Part-time

Name (Last, First, Middle):		Nelson	Jerod	Christopher
Street Address/City/State/Zip Code:		15021 Raven St. NW	Andover	MN 55304
Phone Number	Home:	None		Cell/Other:
Email:				
Are you a U.S. Citizen, or legally eligible to work in the U.S.?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Are you 18 years of age or older? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are you willing to work overtime if required?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	

## EDUCATION/TRAINING

How many years of school have you completed? GED  High School Diploma  Some College  College Degree

TYPES OF SCHOOL	NAME/ADDRESS OF SCHOOL	DIPLOMA/DEGREE CERTIFICATE/CREDITS EARNED	MAJOR
High School	Park Center Sr. high School	High School Diploma	General
	7300 Brookly Blvd. Brooklyn Park, MN 55443		
College/University	Concordia University, St. Paul.	Bachelor of Arts	Communicatio
	1282 Concordia Ave. St. Paul, MN 55104		
College/University	Metro State University	None	LADC
	700 7th St. E. St. Paul, MN 55106		
Graduate School			
Technical	Minneapolis Community Technical College	None	Pre-requisites
	1501 Hennepin Ave. Minneapolis, MN 5403		
Technical	Hennepin Technical College	Law Enforcement Certificate	Law Enforceme
	9000 Brooklyn Blvd. Brooklyn Park, MN 55445		

List any correspondence courses, special courses, seminars, workshops and/or computer training programs you completed that might relate to this position. Please review the job description before responding.

None

**EMPLOYMENT HISTORY -** Please list past employers beginning with your most recent employment.  
List complete employment history, but do not provide dates of employment for positions held more than five years ago.

PRESENT OR LAST EMPLOYER <b>Grandemore Carpentry, Inc.</b>		ADDRESS/CITY/STATE <b>222 Monroe St. Anoka, MN 55303</b>	
SUPERVISORS NAME & TITLE <b>John Barstow Owner/Partner</b>		PHONE NO. .	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> REASON:
DATES EMPLOYED (Mo/Yr) FROM <u>02/2007</u> To <u>Present</u>	HOURS WORKED PER WEEK <b>35 - 40</b>	JOB TITLE <b>Field/Estimating Supervisor</b>	
REASON FOR LEAVING <b>Currently Employed.</b>			LAST SALARY <b>\$25.00/hr</b>
SPECIFIC DUTIES <b>Provide estimates for repairs/remodel on bank owned as well as privately owned homes. Manage some approved jobs through scheduling sub-contractors and closely communicating with customer throughout the process. Due to lay-offs, I am currently the only employee. However, recently supervised up to two other estimators/field reps. Secure/re-secure vacant, foreclosed homes at the request of the bank. Also performed other field services for the banks such as winterize/de-winterize plumbing, occupancy checks and re-key property. Manage customers' expectations as well as resolving issues as they arise.</b>			
PREVIOUS EMPLOYER <b>City of Andover Fire Department</b>		ADDRESS/CITY/STATE <b>13875 Crosstown Blvd. Andover, MN 55304</b>	
SUPERVISORS NAME & TITLE <b>John Wallace</b>		PHONE NO. .	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> REASON:
DATES EMPLOYED (Mo/Yr) FROM <u>01/2014</u> To <u>Present</u>	HOURS WORKED PER WEEK <b>10 - 15</b>	JOB TITLE <b>Firefighter</b>	
REASON FOR LEAVING <b>Currently Employed</b>			LAST SALARY <b>\$13.79</b>
SPECIFIC DUTIES <b>Respond to both medical and fire related emergencies. Attend regularly scheduled training as well as non-scheduled training. Complete station maintenance as assigned. Perform Public Education activities on a volunteer basis as they arise.</b>			
PREVIOUS EMPLOYER <b>Charter Funding</b>		ADDRESS/CITY/STATE <b>2850 Cutter's Grove Ave. Anoka, MN 55303</b>	
SUPERVISORS NAME & TITLE <b>Jason Jeppesen</b>		PHONE NO. .	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> REASON:
DATES EMPLOYED (Mo/Yr) FROM _____ To _____	HOURS WORKED PER WEEK <b>40- 45</b>	JOB TITLE <b>Mortgage Loan Coordinator</b>	
REASON FOR LEAVING <b>Was looking to get out of the mortgage business completely and was offered my currently employment.</b>			LAST SALARY <b>\$1000/month + commission</b>
SPECIFIC DUTIES <b>COMPANY NO LONGER IN BUSINESS! Provide assistance to Loan Officers submitting files to processing and underwriting departments. Also responsible for collection of customer's personal an financial documentation for the Loan Officer.</b>			
PREVIOUS EMPLOYER <b>Riverplace Counseling Center</b>		ADDRESS/CITY/STATE <b>1814 S. Ferry St. Anoka, MN 55303</b>	
SUPERVISORS NAME & TITLE <b>Rick Snyder</b>		PHONE NO. .	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> REASON:
DATES EMPLOYED (Mo/Yr) FROM _____ To _____	HOURS WORKED PER WEEK <b>25</b>	JOB TITLE <b>Program Facilitator</b>	
REASON FOR LEAVING <b>Needed to find full time employment</b>			LAST SALARY <b>\$10.00/hr.</b>
SPECIFIC DUTIES <b>Present Anoka County curriculum to offenders sentenced to the county's two day DUI program held at the county jail facility in Lino Lakes. Also presented the same material to offenders attending the program on a weekly basis as the county facility in Anoka. NOTE!!! Although I was employed by Riverplace Counseling Center, the program was supervised and I reported to county representatives running the program. The only contact I had with anyone at Riverplace was my immediate Supervisor, Rick Snyder. To my knowledge, the program no longer exists and Mr. Snyder is no longer with the company. I have a cell number for him.</b>			

**Military – Complete this section only if you served in the U.S. Armed Forces**

DESCRIBE YOUR DUTIES AND ANY SPECIAL TRAINING	BRANCH OF SERVICE
	RANK OF DISCHARGE
	TYPE OF DISCHARGE

**UNSALARIED EXPERIENCE**

VOLUNTEER ORGANIZATION Coon Rapids American Little League	ADDRESS/CITY/STATE PO Box 48375 Coon Rapids, MN 55448	
POSITION HELD T-ball Coach	DUTIES PERFORMED Coach 5-6 year old boys and girls in first and second year t-ball.	
DATES OF PARTICIPATION 04/13 - 07/13	HOURS PER WEEK 6	CONTACT/PHONE No. www.cralbaseball.org Dave Cook

VOLUNTEER ORGANIZATION	ADDRESS/CITY/STATE	
POSITION HELD	DUTIES PERFORMED	
DATES OF PARTICIPATION	HOURS PER WEEK	CONTACT/PHONE No.

**PERSONAL REFERENCES (Excluding Former Employers or Relatives)**

NAME AND OCCUPATION	ADDRESS/CITY/STATE	PHONE NUMBER
Don Cayanaugh		
Justin Rangle		
Deanna Matheson		
Craig Murphy		
Mark Hebert		

The City of South St. Paul conducts criminal history background checks on all regular full-time or part-time employees. All employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment. Each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information will cause you to be barred from employment, or removed from employment.

I hereby certify that all answers to the above questions are true and I agree and understand any false statements contained in this application may cause rejection of this application or termination of employment. I certify that I have read the attached "Notice to Applicant" regarding the Minnesota Data Practices Act (MN Statutes 13.01-13.88). I authorize that a transcript may be requested where necessary to verify any education record. In accordance with Minnesota Data Practices Act (M.S. 15.165) I have been informed of and understand my rights as a subject of data.

I understand that to qualify for permanent employment, I may be required to submit to and pass a physical examination by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical examinations when requested by the City.

**Jerod Nelson**  
Digitally signed by Jerod Nelson  
 DN: cn=Jerod Nelson, o, ou,  
 email=jnelson8685@gmail.com, c=US  
 Date: 2015.03.24 16:16:33 -05'00'  
 Applicant's Signature

**03/24/2015**  
 Date

**NOTICE TO APPLICANT**



# APPLICATION FOR EMPLOYMENT

City of South St. Paul  
 125 Third Avenue North  
 South St. Paul, MN 55075

Dear Applicant:

We welcome you as an applicant for employment. It is our policy to provide equality of opportunity in employment. This policy prohibits discrimination on the basis of race, color, creed, religion, national origin, political affiliation, disability, public assistance status, marital status, sex, age (18 and over) or criminal convictions which are not related to the position you are applying for in all aspects of our personnel policies, programs, practices and operations. This policy applies to full, part-time, temporary and seasonal employment. Failure to provide the data required for this application may result in rejection of your application.

Date of Application: 3/12/15 Date Available: April 2015  
 Job Title: Police Officer Kind of work applying for: Full-time  Part-time

Name (Last, First, Middle): McDonald, Megan Soo  
 Street Address/City/State/Zip Code: \_\_\_\_\_  
 Phone Number Home: \_\_\_\_\_ Cell/Other: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Are you a U.S. Citizen, or legally eligible to work in the U.S.? Yes  No  Are you 18 years of age or older? Yes  No   
 Are you willing to work overtime if required? Yes  No

## EDUCATION/TRAINING

How many years of school have you completed? GED  High School Diploma  Some College  College Degree

TYPES OF SCHOOL	NAME/ADDRESS OF SCHOOL	DIPLOMA/DEGREE CERTIFICATE/CREDITS EARNED	MAJOR
High School	<u>Edina High School</u> <u>6754 Valley View Rd, Edina, MN 55439</u>	Diploma	Generals
College/University	<u>University of Denver</u> <u>2199 S. University Blvd, Denver, CO 80208</u>	Bachelor of Arts	<u>Psychology &amp; Criminology</u>
College/University	<u>Metropolitan State University</u> <u>1450 Energy Park Dr, St. Paul, MN 55108</u>	Certificate	LE
Graduate School			
Technical			
Technical			

List any correspondence courses, special courses, seminars, workshops and/or computer training programs you completed that might relate to this position. Please review the job description before responding.

Multi-Assault Counter-Terrorism Action Capabilities (MACTAC) - 10/13; Outlaw Motorcycle Gangs - 06/13; The Winning Mind for Women - 02/13; Drug Investigations for the Patrol Officer - 11/12; The Reid Technique for Interviewing & Interrogation - 04/12

**EMPLOYMENT HISTORY -** Please list past employers beginning with your most recent employment.  
List complete employment history, but do not provide dates of employment for positions held more than five years ago.

PRESENT OR LAST EMPLOYER <i>Mall of America</i>		ADDRESS/CITY/STATE <i>120 E Broadway, Bloomington, MN 55425</i>	
SUPERVISORS NAME & TITLE <i>Lt. Melissa Coleman</i>		PHONE No.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
REASON: <i>Seeking other employment</i>		LAST SALARY <i>\$15/hr</i>	
DATES EMPLOYED (MO/YR) FROM <i>08/14</i> TO <i>01/15</i>	HOURS WORKED PER WEEK <i>40</i>	JOB TITLE <i>Security Patrol Officer</i>	
SPECIFIC DUTIES Enforced Mall of America rules and policies, state, and local statutes; Deterred criminal or destructive behavior by maintaining a highly visible presence by conducting regular patrols of mall common areas, service corridors and parking areas; Responded to and appropriately dealt with potentially life threatening emergencies or incidents including but not limited to medical emergencies, arresting combative or disorderly guests, intoxicated persons, addressing persons committing illegal acts, and motor vehicle accidents; Provided outstanding guest service at all times including but not limited to providing directions or assisting in the location of lost persons or vehicles.			
PREVIOUS EMPLOYER <i>Roseville Police Dept.</i>		ADDRESS/CITY/STATE <i>2460 Civic Center Dr, Roseville, MN 55113</i>	
SUPERVISORS NAME & TITLE <i>Sgt. Matt Marshall</i>		PHONE No.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
REASON: <i>Resigned</i>		LAST SALARY <i>\$22.93/hr</i>	
DATES EMPLOYED (MO/YR) FROM <i>08/13</i> TO <i>02/14</i>	HOURS WORKED PER WEEK <i>40</i>	JOB TITLE <i>Police Officer</i>	
SPECIFIC DUTIES Responded to calls for service; patrol assigned areas observing/making contact with all segments of the population; Investigate suspicious circumstances to prevent harm to persons & damage or loss of property; enforce traffic laws; Conduct investigations; process the scenes of crimes & accidents so evidence is located, identified & preserved; interview witnesses & suspects to obtain all information necessary; collaborate with co-workers when on complex cases; periodically contact & update the complainant regarding the disposition of the complaint; cultivated professional relationships with other city departments, community residents & business persons, & outside agencies.			
PREVIOUS EMPLOYER <i>St. Cloud Police Dept.</i>		ADDRESS/CITY/STATE <i>101 11th Ave N, St. Cloud, MN 56303</i>	
SUPERVISORS NAME & TITLE <i>Sgt. Annire Whitson</i>		PHONE No.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
REASON: <i>Accepted a position with Roseville PD</i>		LAST SALARY <i>\$27.07/hr</i>	
DATES EMPLOYED (MO/YR) FROM <i>05/11</i> TO <i>08/13</i>	HOURS WORKED PER WEEK <i>40</i>	JOB TITLE <i>Police Officer</i>	
SPECIFIC DUTIES Responded to calls for service; patrol assigned areas observing/making contact with all segments of the population; Investigate suspicious circumstances to prevent harm to persons & damage or loss of property; enforce traffic laws; Conduct investigations; process the scenes of crimes & accidents so evidence is located, identified & preserved; interview witnesses & suspects to obtain all information necessary; collaborate with co-workers when on complex cases; periodically contact & update the complainant regarding the disposition of the complaint; cultivated professional relationships with other city departments, community residents & business persons, & outside agencies.			
PREVIOUS EMPLOYER <i>American Security, LLC</i>		ADDRESS/CITY/STATE <i>1717 University Ave, St. Paul, MN 55104</i>	
SUPERVISORS NAME & TITLE <i>Captain Theron Boyer</i>		PHONE No.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
REASON: <i>Accepted a position with St. Cloud PD</i>		LAST SALARY <i>\$12/hr</i>	
DATES EMPLOYED (MO/YR) FROM <i>08/10</i> TO <i>04/11</i>	HOURS WORKED PER WEEK <i>30</i>	JOB TITLE <i>Security Officer</i>	
SPECIFIC DUTIES Maintained accurate daily logs of all activity on tour of duty; Documented all outstanding events, emergencies and situations on an incident report as required; Conducted routine and random patrols of facilities, grounds and parking areas on a continuous basis; Assisted individuals with vehicle jump starts or vehicle unlocks; Responded to confrontational, combative and/or disorderly situations and individuals on campus; Observed patients on holds in the emergency department that may require restraint; After hours access control for visitors and employees or deliveries			

**EMPLOYMENT HISTORY -** Please list past employers beginning with your most recent employment.  
List complete employment history, but do not provide dates of employment for positions held more than five years ago.

PRESENT OR LAST EMPLOYER <b>Target</b>		ADDRESS/CITY/STATE <b>7000 York Ave S, Edina, MN 55435</b>	
SUPERVISORS NAME & TITLE <b>ETL Adam Froeber</b>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM <b>10/09</b> To <b>11/09</b>	HOURS WORKED PER WEEK <b>30</b>	JOB TITLE <b>Target Protection Specialist</b>	
REASON FOR LEAVING <b>Unable to keep a second job due to school &amp; work</b>			LAST SALARY <b>\$9/hour</b>
SPECIFIC DUTIES Prevented loss of merchandise by responding to electronic article surveillance (EAS) alarms and conducting high dollar exposed merchandise receipt checks at the front of the store; Inventoried high priced merchandise on the floor and in storage in order to detect and deter internal theft; Randomly patrolled interior and exterior of property on foot; Found, logged and tracked open packages found throughout the store to determine if a theft occurred; Responded to incidents of personal injury and/or spills on the property and assisted until medical attention arrived; Properly documented outstanding incidents in a thorough incident report.			
PREVIOUS EMPLOYER <b>Valor Security (Southdale Center)</b>		ADDRESS/CITY/STATE <b>200 N. Cobb Pkwy, Suite 128, Marietta, GA 30062</b>	
SUPERVISORS NAME & TITLE <b>Director Dave Moredock</b>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM <b>09/09</b> To <b>10/09</b>	HOURS WORKED PER WEEK <b>30</b>	JOB TITLE <b>Security Officer</b>	
REASON FOR LEAVING <b>Accepted a position with Target</b>			LAST SALARY <b>\$11/hour</b>
SPECIFIC DUTIES I left during admin. training			
PREVIOUS EMPLOYER <b>Edina Police Department</b>		ADDRESS/CITY/STATE <b>4801 W. 50th St, Edina, MN 55424</b>	
SUPERVISORS NAME & TITLE <b>Officer Richard Campbell</b>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM <b>03/09</b> To <b>04/11</b>	HOURS WORKED PER WEEK <b>20/month</b>	JOB TITLE <b>Reserve Sergeant, Reserve Officer</b>	
REASON FOR LEAVING			LAST SALARY <b>\$0</b>
SPECIFIC DUTIES Acted as the immediate supervisor for eight other reserve officers; Ensured reserve officers under my supervision submitted monthly hours in a timely manner, attended monthly training meetings as required, and completed monthly minimum hour requirements; Assisted the department with traffic control and direction at various events and accident scenes; Completed regular night patrol shifts to monitor city parks and assist licensed officers with towing vehicles, booking procedures, and administrative duties; Rode along with various patrol officers on day and night shifts.			
PREVIOUS EMPLOYER <b>Big Bowl</b>		ADDRESS/CITY/STATE <b>3609 Galleria, Edina, MN 55435</b>	
SUPERVISORS NAME & TITLE <b>Manager Noah Ahas</b>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM <b>09/08</b> To <b>01/11</b>	HOURS WORKED PER WEEK <b>30</b>	JOB TITLE <b>Carryout, Hostess</b>	
REASON FOR LEAVING <b>I was working more hours with American Security</b>			LAST SALARY <b>\$10/hour</b>
SPECIFIC DUTIES Answered multiple phone lines to take reservations and directed questions, complaints and comments appropriately; Controlled seating rotation for the entire restaurant during each shift; Trained multiple new employees for all three metro locations; Packed and organized various sized food orders in a timely manner; Oversaw a \$200 cash drawer during every shift.			

**EMPLOYMENT HISTORY -** Please list past employers beginning with your most recent employment.  
List complete employment history, but do not provide dates of employment for positions held more than five years ago.

PRESENT OR LAST EMPLOYER <i>Pierce Skate &amp; Ski</i>		ADDRESS/CITY/STATE <i>208 W. 98<sup>th</sup> St, Bloomington, MN 55420</i>	
SUPERVISORS NAME & TITLE <i>Owner Terri Pierce</i>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM _____ TO _____		HOURS WORKED PER WEEK <i>20</i>	JOB TITLE <i>Sales Associate</i>
REASON FOR LEAVING <i>I no longer had reliable transportation; temporary job during break</i>			LAST SALARY <i>\$7.75/hour</i>
SPECIFIC DUTIES Assisted customers select and purchase merchandise; Re-stocked sales floor with merchandise; Answered the store telephone to answer questions.			
PREVIOUS EMPLOYER <i>Delta Gamma Fraternity</i>		ADDRESS/CITY/STATE <i>2222 S. Josephine St, Denver, CO 80210</i>	
SUPERVISORS NAME & TITLE <i>House Mom Jane Bryce</i>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM _____ TO _____		HOURS WORKED PER WEEK <i>10/month</i>	JOB TITLE <i>Hasher</i>
REASON FOR LEAVING <i>I moved out of the house at the end of the year</i>			LAST SALARY <i>\$8.50/hour</i>
SPECIFIC DUTIES Picked up remaining dirty dishes from the dining room and sun room; Loaded dishwasher with dirty dishes and put away clean dishes; Wiped dirty tables clean.			
PREVIOUS EMPLOYER <i>Minicahda Club</i>		ADDRESS/CITY/STATE <i>3205 Excelsior Blvd, Minneapolis, MN 55416</i>	
SUPERVISORS NAME & TITLE <i>Manager Jamie Engelbrecht</i>		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM _____ TO _____		HOURS WORKED PER WEEK <i>30</i>	JOB TITLE <i>Snack Bar, Lifeguard</i>
REASON FOR LEAVING <i>Left the country for study abroad</i>			LAST SALARY <i>\$10.50/hour</i>
SPECIFIC DUTIES Observed swimming pool for distressed swimmers; Kept pool deck and locker rooms clean; Answered club phone; Provided outdoor food services for members and guests; Stocked snacks and liquor in the snack bar.			
PREVIOUS EMPLOYER		ADDRESS/CITY/STATE	
SUPERVISORS NAME & TITLE		PHONE NO.	MAY WE CONTACT? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
DATES EMPLOYED (MO/YR) FROM _____ TO _____		HOURS WORKED PER WEEK	JOB TITLE
REASON FOR LEAVING			LAST SALARY
SPECIFIC DUTIES			

Military – Complete this section only if you served in the U.S. Armed Forces

DESCRIBE YOUR DUTIES AND ANY SPECIAL TRAINING N/A	BRANCH OF SERVICE
	RANK OF DISCHARGE
	TYPE OF DISCHARGE

UNSALARIED EXPERIENCE

VOLUNTEER ORGANIZATION B.A.R.K. Rescue	ADDRESS/CITY/STATE P.O. Box 7202, St. Paul, MN 55017
POSITION HELD Volunteer	DUTIES PERFORMED Attend adoption events; complete animal transports
DATES OF PARTICIPATION 02/15 - Present	HOURS PER WEEK 10/month
CONTACT/PHONE No. Maria Mulvihill/	

VOLUNTEER ORGANIZATION Edina Police Department	ADDRESS/CITY/STATE 4801 W. 50 <sup>th</sup> St, Edina, MN 55424
POSITION HELD Reserve Sgt, Reserve Officer	DUTIES PERFORMED Patrol; assist w/traffic direction & crowd control; attend training
DATES OF PARTICIPATION 03/09 - 04/11	HOURS PER WEEK 20/month
CONTACT/PHONE No. Ofc. Richard Campbell/	

\*see reverse for additional

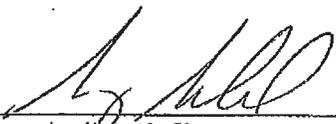
PERSONAL REFERENCES (Excluding Former Employers or Relatives)

NAME AND OCCUPATION	ADDRESS/CITY/STATE	PHONE NUMBER
Tom McKenzie-Retired Police Officer		
Mandi VanOverbeke		
Joan Lehmkuhl		
Julie Norgren		
Maria Mulvihill		

The City of South St. Paul conducts criminal history background checks on all regular full-time or part-time employees. All employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment. Each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information will cause you to be barred from employment, or removed from employment.

I hereby certify that all answers to the above questions are true and I agree and understand any false statements contained in this application may cause rejection of this application or termination of employment. I certify that I have read the attached "Notice to Applicant" regarding the Minnesota Data Practices Act (MN Statutes 13.01-13.88). I authorize that a transcript may be requested where necessary to verify any education record. In accordance with Minnesota Data Practices Act (M.S. 15.165) I have been informed of and understand my rights as a subject of data.

I understand that to qualify for permanent employment, I may be required to submit to and pass a physical examination by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical examinations when requested by the City.

  
Applicant's Signature

3/12/15  
Date

NOTICE TO APPLICANT

# Megan Soo McDonald

## EDUCATION

**Bachelor of Arts** – University of Denver, Denver, CO, *March 2008*

Major: Psychology and Criminology

GPA: 3.34/4.0

Scholarship: Provost Scholarship (\$28,000)

Academic Honors: Dean's List Winter Quarter 2008

Honor Society Membership: Alpha Kappa Delta

**Law Enforcement Certificate** – Metropolitan State University, St. Paul, MN, *August 2010*

Major: Law Enforcement

GPA: 4.0/4.0

## PROFESSIONAL EXPERIENCE

**Security Patrol Officer** – Mall of America, Bloomington, MN, *August 2014-January 2015*

- Enforced Mall of America rules and policies, state, and local statutes.
- Deterred criminal or destructive behavior by maintaining a highly visible patrol presence during regular patrols of mall common areas, service corridors and parking areas.
- Provided outstanding guest service at all times including but not limited to providing directions or assisting in the location of lost persons or vehicles.
- Responded to and appropriately dealt with life threatening emergencies or incidents including but not limited to medical emergencies, arresting combative or disorderly guests, intoxicated persons, addressing persons committing illegal acts, and motor vehicle accidents.
- Utilized quick decision making skills and sound judgment acting in accordance with Mall of America Security policy and procedure as well as state and local statutes.
- Wrote detailed and accurate reports as required, including incident, accident, or personal injury reports.
- Utilized proper radio etiquette, which included keeping dispatchers and supervisors informed of all pertinent incidents and activities according to department guidelines.
- Requested the police, fire department, or EMS services as necessary.
- Conducted periodic safety/fire inspections as assigned, issued parking violation citations, conducted traffic direction, and ensured the overall safety of the immediate work area as well as surrounding areas.

**Police Officer** – Roseville Police Department, Roseville, MN, *August 2013-February 2014*

- **Patrol and Protective Services:** Patrolled assigned areas observing and making contact with all segments of the population; Maintained familiarity with streets, businesses, persons, vehicles and hazards; Investigated circumstances that appeared out of the ordinary to prevent harm to persons and damage or loss of property; Used selective and saturation patrol for trouble spots and high crime activity; Enforced traffic laws.
- **Investigations:** Conducted investigations, processed evidence and took an active part in bringing the case to a conclusion; Processed the scenes of crimes and accidents so evidence was located, identified, and preserved; Interviewed witnesses and suspects within legal parameters to obtain all information necessary to bring the case to conclusion; Periodically contacted and updated complainant regarding disposition of the complaint.
- **Community Relations:** Sought to gain support and cooperation with the police function; Protected a professional image of the department and profession; Participated in and planned crime prevention and community safety programs; Gave prompt and courteous service to residents and visitors; Cultivated professional relationships with other City departments, community residents and business persons, and outside agencies.

- **Maintaining Public Order:** Maintained public order by intervening to stop ongoing or potential violence and by mediating disputes.
- **Crime Prevention:** Supported and promoted crime prevention in contacts with the public; Gathered as much detailed information in reports as possible so as to maintain accurate and detailed statistics.
- **Special Assignments:** Performed other duties, assumed special assignments, and accepted additional responsibilities as directed by the supervisor, Deputy Chief, or Chief of Police; Adjusted routine tour of duty to meet unexpected needs of the Department.

**Police Officer – St. Cloud Police Department, St. Cloud, MN, *May 2011-August 2013***

- Responded to and investigated various crimes ranging from misdemeanor to felony levels.
- Arrested suspects of crimes where probable cause was gathered throughout the investigation and for outstanding warrants.
- Proactively patrolled my assigned area of responsibility within the city limits to investigate suspicious circumstances in order to prevent harm to persons and damage or loss of property.
- Enforced traffic laws and educated the motoring public by issuing citations or verbal warnings to promote safe vehicular traffic.
- Processed crime scenes and located, identified, and preserved evidence according to department policy.
- Interviewed all parties involved to obtain all pertinent information to bring the case to a conclusion.
- Collaborated with fellow officers and other personnel on scene when on complex cases to ensure every aspect of the investigation is completed.
- Provided first aid at crime scenes, motor vehicle accidents, and medical emergencies.
- Provided prompt and courteous service to residents and visitors of various demographic and economic statuses.
- Cultivated professional working relationships with other city departments, community residents and business persons, and outside agencies.
- Supported and promoted crime prevention techniques during contact with the general public.
- Documented all investigative work in thorough incident reports.
- Prepared for and testified as a witness in criminal court.
- Completed regular training in use of force, firearms, and first aid to fulfill department and state licensing requirements.

**AWARDS, LEADERSHIP AND OTHER EXPERIENCE**

- “Heroes Behind the Badge” Screening, *March 2013*  
- Assisted with organizing the Minneapolis/St. Paul area screening of a new law enforcement documentary.
- Teamwork Award – American Security, LLC, *April 2011*
- Police Reserve Sergeant – Edina Police Department, *January 2011-April 2011*  
- Acted as the immediate supervisor for eight other reserve officers; ensured reserve officers under my supervision attended monthly training meetings as required, completed monthly minimum hour requirements and submitted monthly hours to me in a timely manner; completed my monthly hour requirements as a reserve officer.
- President (Captain) – University of Denver Club Ski Team, Denver, CO, *September 2007-June 2008*  
- Oversaw and managed a \$23,000 budget; submitted official paperwork for regional membership and races; secured lodging and transportation for all races; managed 24 college students.

**CERTIFICATIONS AND LICENSES**

- **Peace Officer License #20989** – Minnesota Peace Officer Standards and Training Board
- **First Responder License #955396** – Minnesota Emergency Medical Service Regulatory Board



**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Police**

**ADMINISTRATOR:           JPK**

**8-F**

**AGENDA ITEM: Accept Donation from Waterous Company**

**ACTION TO BE CONSIDERED:**

Adopt Resolution 2016 – 029 to accept a donation of \$3,000 to the City of South St. Paul from Waterous Company.

**OVERVIEW:**

Waterous Company has been located in South St. Paul since 1886 and is a global leader in fire pumps, fire suppression equipment and water delivery. Waterous Company has been operating in their current location in South St. Paul since 1974. As a way to give back to the community, Waterous Company has donated \$3,000 to the Police Department to assist them in purchasing an additional Automated License Plate Reader (ALPR).

**SOURCE OF FUNDS:**

N/A

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2016-029**

Accept Donation from Waterous Company.

**WHEREAS,** The City of South St. Paul is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, in accordance with the terms prescribed by the donor.

**WHEREAS,** Waterous Company is donating \$3,000 to the City to be used by the Police Department to offset the cost of an Automated License Plate Reader (ALPR).

**WHEREAS,** The City Council finds that it is appropriate to accept the donation offered.

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

1. The donation described above is accepted and shall be used by the Police Department to offset the cost of an Automated License Plate Reader (ALPR).
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 16<sup>th</sup> day of February, 2016.

---

City Clerk



**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Police Department**

**ADMINISTRATOR: SPK**

**8-G**

**AGENDA ITEM: Purchase Automated License Plate Reader for the Police Department**

**ACTION TO BE CONSIDERED:**

Pass a motion authorizing the Police Department to purchase one Automated License Plate Reader (ALPR) using Capital Improvement Plan (CIP) and Police Donation Funds.

**OVERVIEW:**

The Police Department has been using Automated License Plate Reader (ALPR) technology since the fall of 2012. The Police Department has found this technology very valuable in assisting officers by automatically checking license plates against a database for stolen vehicles, wanted persons and unlicensed drivers. This also allows the officer to focus on driving and checking for other suspicious or criminal behavior while the ALPR checks plates without any officer input. Additionally, the ALPR can be used to solve crimes by mapping the location of vehicles as they are read by the ALPR. Since using the technology, the Police Department has had numerous success stories including solving crimes using historical ALPR data, locating stolen vehicles, wanted persons and unlicensed drivers, while the officer was focusing on other tasks.

Purchasing one ALPR per year has been identified and approved in the 2016 CIP budget. The cost of one four-camera ALPR system with a warranty is \$17,882.50. The Police Department has secured donation funds from Waterous Company (\$3,000) and Kwik Trip, Inc. (\$1,000) to offset the cost of the ALPR in 2016. Additional funding needed from the 2016 CIP Budget is \$13,882.50.

**SOURCE OF FUNDS:**

2016 Capital Improvement Plan (CIP) Budget and Police Donation Fund



3M Center, Bldg 225-4N-14  
 St. Paul, MN 55144-1000  
 P: 1-877-777-3571  
 E: 3mtssdorders@mmm.com

Quote Number	00005170	Created Date	2/8/2016
Quote Name	Revised South St. Paul Mobile ALPR Quote	Expires On	5/4/2016
Prepared By	Amanda McKee	Contact Name	William Messerich
Phone	(800) 447-5392	Phone	(651) 554-3300
Email	publicsafety@mmm.com	Email	william.messerich@southstpaul.org
Fax	(651) 732-9148	Fax	(651) 554-3301
Bill To Name	South St Paul Police Dept	Ship To Name	South St Paul Police Dept
Bill To	125 3rd Ave N South St Paul, Minnesota 55075-2093 United States	Ship To	125 3rd Ave N South St Paul, Minnesota 55075-2093 United States

Quantity	Product Code	Product	Product Description	Sales Price	Total Amount	Shipping & Handling
1.00	75-0302-1777-4	4 CAM WHELEN MOUNTING ASSEMBLY	Mounting assembly for 4 Cameras on a standard Whelen lightbar. (Supports Whelen Edge)	USD 900.00	USD 0.00	USD 0.00
1.00	75-0302-3694-9	Mob/Port Installation Service per car BO	3M professional installation of a Mobile/Portable ALPR System (per vehicle)	USD 1,200.00	USD 1,200.00	USD 0.00
1.00	75-0302-2029-9	Mobile 4-CAMP634-810-25-25-16-08 VP	Mobile ALPR System with (4) P634 cameras, (1) processor, in-Car software (LPCS), GPS, and cables	USD 17,700.00	USD 15,487.50	USD 95.00
1.00	75-0302-3692-3	Travel Fee- Zone One Billing Only	See Map for Zones	USD 1,100.00	USD 1,100.00	USD 0.00

Quote Total USD 17,787.50  
 Shipping and Handling USD 95.00  
 Quote Grand Total USD 17,882.50

Terms: Net 30 days  
 F.O.B. Freight will be prepaid by 3M and billed to customer  
 Shipping Costs: 3M to prepay and add to invoice  
 Warranty: One year return-to-depot included with purchase

**Conditions of This Sale:**

- Prices quote herein are firm fixed prices for your project and are valid for 90 days, unless otherwise specified.
- Pricing is based on supplying the designated item(s) shown. Any changes in quantities or item descriptions will require new pricing to evaluate the Quotation without written consent from 3M Traffic Safety and Security Division.
- The prices quoted exclude any applicable taxes and duties, including local sales taxes
- 3M reserves the right to revise this Quotation in the event that any of the terms and conditions set forth are varied.
- An estimated delivery date range will be provide for all non-budgetary quotes. Due to resourcing requirements and the nature of the identity management business the delivery estimates are subject to change.
- Additional 3M terms and Conditions of Sales are attached

**Information for PO:**



3M Center, Bldg 225-4N-14  
St. Paul, MN 55144-1000  
P: 1-877-777-3571  
E: 3mtssdorders@mmm.com

- Provide your corporate Tax ID number or Tax Exempt Certificate
- 'Ship To', 'Bill To', Deliver to Contact Name and Phone Number
- Acknowledgement of shipping and handling to be added to Invoice at time of shipment and/or charge freight collect against customer's account (provide account #)

## Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms") apply to every order ("Order") of products or services ("Products") by 3M Traffic Safety and Security Division ("3M"). 3M's acceptance of each Order is expressly conditioned on the Buyer's acceptance of all the Terms. If any 3M proposal is construed as an offer, that offer is expressly limited by these Terms. Any notice of different or additional terms, including, without limitation, any terms on a Buyer's purchase order, or any Buyer notice of rejection of the Terms, is hereby rejected. If any 3M action regarding a proposal from Buyer, including 3M's shipment of Products, is construed as an acceptance of Buyer's offer, such acceptance is expressly conditioned on Buyer's acceptance of these Terms.

**1. Pricing and Shipping:** Pricing is as provided in the 3M quotation or applicable 3M price page ("Quotation"). Prices quoted by 3M are valid for 90 days after the date of the Quotation. Any changes in quantity or release dates may result in a change in pricing. Prices are F.O.B. point of shipment and exclude shipping, taxes, and any applicable duties.

**2. Payment Terms:** Payment terms are net 30 days from the date of 3M invoice.

**3. Credit:** 3M may, in its sole discretion at any time, change or limit the amount or duration of credit extended to the Buyer. 3M may cancel any Orders or delay shipment of an Order, if the Buyer fails to meet payment schedules or other credit or financial requirements established by 3M.

**4. Lead Times:** Delivery lead times will be quoted at the time of Order. 3M will use reasonable efforts to ship within quoted lead times, but is not liable for delivery delays.

**5. Returned Goods Policy:** Returns are subject to 3M's then current Returned Goods Policy. In all instances, authorization must be received from your 3M customer service representative before any returns will be accepted.

**6. Export Control Compliance:** Products are delivered within the United States. The ultimate destination of any Products purchased for export or re-export must be disclosed to 3M at the time of order. Buyer is responsible for complying with all applicable export control laws.

**7. Product Selection and Use:** The technical information, recommendations and other statements relating to the Products are based upon tests or experience that 3M believes are reliable, but the accuracy or completeness of such information is not guaranteed. Many factors beyond 3M's control and uniquely within Buyer's knowledge and control can affect the use and performance of a Product in a particular application. Given the variety of factors that can affect the use and performance of a Product, Buyer is solely responsible for evaluating the 3M product and determining whether it is fit for a particular purpose and suitable for Buyer's method of application.

**8. Confidentiality:** Any information supplied by 3M in response to Buyer's request for quotation will not be used for any purpose other than to evaluate 3M's proposal and, except as required by law, may be not be disclosed or used for any other purpose.

**9. Warranty and Limited Remedy:** THE FOLLOWING IS MADE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 3M warrants that its 3M Security Systems Division products will meet 3M's written specifications at the time of shipment. 3M's obligation and your exclusive remedy shall be, at 3M's option, to replace or repair the 3M product or refund the purchase price of the 3M product. IN NO EVENT WILL 3M BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, IN ANY WAY RELATED TO THE PRODUCTS REGARDLESS OF THE LEGAL THEORY ASSERTED.

**10. Federal Contracts:** 3M is selling commercial items as defined in FAR 2.101. If an Order is issued under a Federal Government contract or higher-tier subcontract, the following additional terms and conditions apply to the extent that the terms and conditions are applicable based on their FAR or DFARS prescriptions for commercial item procurements, as of the date of the Order: FAR 52.212-5(e) when the buyer's government contract is for commercial items or services, FAR 52.244-6 when the buyer's government contract is for noncommercial items/services, and additionally, DFARS 252.212-7001(c) when the buyer's contract is with the Department of Defense.

The FAR and DFARS specify that for the acquisition of commercial items, prime contractors (Buyer) are not required to flow down any FAR clauses other than those listed above. Therefore, acceptance of any order placed by Buyer does not constitute acceptance by 3M of any other government contract provision other than those listed above, regardless of terms and conditions included on Buyer boilerplate order documents, and any such provisions are expressly rejected as a condition of these Terms.

**11. Changes:** 3M reserves the right to amend, modify, or supplement these Terms as to future orders or shipments. No action by Buyer may amend, modify, reject, supplement, or waive these Terms in any manner whatsoever (including course of dealing or of performance or usage of trade) except as agreed upon in a writing signed by an authorized representative of 3M.

**12. Waiver:** Any failure or delay by either Party in exercising any right or remedy provided by or relating to the Quotation or these Terms in one or more instances does not constitute a waiver and shall not prohibit a Party from exercising such right or remedy at a later time or from



3M Center, Bldg 225-4N-14  
St. Paul, MN 55144-1000  
P: 1-877-777-3571  
E: 3mtssdorders@mmm.com

exercising any other right or remedy available.

**13. Severability:** If any provision of the Quotation or these Terms shall, for any reason, be held invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severable and such invalidity, illegality, or unenforceability shall not affect any other provision of the Quotation or these Terms which shall be enforced in accordance with the intent of this Agreement.

**14. Complete Agreement:** The Quotation and these Terms constitute the entire agreement between the Parties and supersede and terminate any and all prior agreements and understandings, whether written or oral, between the Parties with respect to the subject matter of the Order. Each Party agrees that it has not relied on any representation, warranty, or provision not expressly stated herein and that no oral statement has been made to either Party in any way tends to waive any of the these terms. The UN Convention on the International Sale of Goods shall not apply.

ALPR- Direct 2015



**CITY COUNCIL AGENDA REPORT**  
**DATE: February 16, 2016**  
**DEPARTMENT: Licensing/Code Enforcement Division**  
**ADMINISTRATOR: SPK**

**8-H**

**AGENDA ITEM: Request To Allow 3 Dogs at 641 5<sup>th</sup> Avenue North**

**ACTION TO BE CONSIDERED:**

Motion to allow up to three dogs at the property located at 641 5<sup>th</sup> Avenue North until such time that the natural expiration of one of the three dogs and thereafter, no more than two dogs will be allowed.

**OVERVIEW:**

City Code, Section 15-7 states that the number of dogs limited can be no more than one dog, six months of age or older, for each 2,500 square feet of lot area comprising the premises for the dog. Staff was made aware that the property located at 641 5<sup>th</sup> Avenue North currently has three dogs. This property has a total lot coverage of 5,000 square feet which by City Code would only allow for two dogs. Staff sent a letter to the owner notifying them of the situation and was immediately contacted about what options were available to them. The owner has requested that she be granted permission to keep all three dogs and feels at this point they would not be able to find another home for any of their three dogs.

The City dealt with this a few years ago with two other properties and at that time the City Council made the decision to allow those owners to keep all of their dogs. Staff is recommending that the owner be allowed to keep all three dogs until such time that the natural expiration of one of the three dogs and in the future no more than two dogs would be allowed.

**SOURCE OF FUNDS:**

n/a

February 8, 2016

To: SSP Mayor and SSP City Council  
Re: Permission to allow 3 dogs at property  
Property Address: 641 5<sup>th</sup> Ave. S, SSP, MN 55075

Dear Mayor and City Council,

I am asking your permission to allow 3 dogs at our property. I was not aware of the City Code Regulations until very recently. When I became aware we immediately 1.) Registered and received licenses for 2 of our dogs and 2.) Are requesting permission for the 3<sup>rd</sup> dog.

We had no idea of the City Code Regulation.

We love all 3 of our dogs as we love our own children. Had we known of the City Code Regulation prior, we would not have gotten 3 dogs. We are responsible dog owners. We have a large house and a regular sized yard. We bring all 3 dogs on at least 2 walks each and every day.

Please grant us permission to keep our 3 dogs. We feel at this point we would have to choose which one to keep and which one to let go and that is not a choice we are willing to make. They are our children. We love them. Please let us keep them.

Thank you for your time and consideration.

Sincerely,  
Scott and Meredith Fjelsted

TOTAL LOT coverage 5,000 sq. FT

<b>Property Card</b>	<b>Parcel ID Number</b> 36-75100-17-111
----------------------	-----------------------------------------

**Owner Information**

**Fee Owner**  
MEREDITH B ROWE

**Mailing Address**  
% MEREDITH FJELSTED  
641 5TH AVE S  
SOUTH ST PAUL MN 55075



**Property Address**

**Address**  
641 5TH AVE S  
**Municipality**  
SOUTH ST PAUL

Parcel Information	
<b>Last Qualified Sale</b>	02/28/2005
<b>Sale Value</b>	\$241,000.00
<b>Uses</b>	RESIDENTIAL
<b>Total Acres</b>	0.11
<b>R/W Acres</b>	
<b>Water Acres</b>	
<b>Plat</b>	TARBOX ADDITION
<b>Lot and Block</b>	11 17
<b>Tax Description</b>	

2015 Building Characteristics (payable 2016)*					
<b>Building Type</b>	S.FAM.RES	<b>Year Built</b>	2004	<b>Bedrooms</b>	3
<b>Building Style</b>	TWO STORY	<b>Foundation Sq Ft</b>	764	<b>Bathrooms</b>	1.50
<b>Frame</b>	WOOD	<b>Above Grade Sq Ft</b>	1,528	<b>Garage Sq Ft</b>	660
<b>Multiple Buildings</b>		<b>Finished Sq Ft</b>	1,528	<b>Other Garage</b>	

Miscellaneous Information					
<b>School District</b>	<b>Watershed District</b>	<b>Homestead</b>	<b>Green Acres</b>	<b>Ag Preserve</b>	<b>Open Space</b>
006	LOWER MISSISSIPPI	FULL HOMESTEAD			

Assessor Valuation		
	Taxable	Estimated
<b>2015 Land Values (payable 2016)</b>	\$27,253.00	\$31,400.00
<b>2015 Building Values (payable 2016)*</b>	\$118,300.00	\$136,300.00
<b>2015 Total Values (payable 2016)*</b>	\$145,553.00	\$167,700.00
<b>2014 Total Values (payable 2015)*</b>	\$169,642.00	\$189,800.00

Property Tax Information		
<b>Net Tax (payable 2015)</b>	<b>Special Assessments (2015)</b>	<b>Total Tax &amp; Assessments (2015)</b>
\$2,522.38	\$0.00	\$2,522.38

\* Manufactured Homes Payable the Same Year as Assessment.

*Disclaimer:* Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.



**City Council Agenda Report**

**Date:** February 16, 2016

**Department:** Administration

**Administrator:** SPK

8 - I

**Agenda Item:            Award Performance Pay to Commander Phillip Oeffling**

**Action to be considered:**

Motion to approve the grant of a performance pay award of \$2,000 to Commander Phillip Oeffling

**Overview:**

As a part of the City Council Worksession of February 8, 2016, City Administrator Stephen King presented a recommendation for a lump sum performance pay award to Commander Phillip Oeffling. The recommendation was made with full support and participation by Police Chief Bill Messerich. The payment is recommended for efforts and results during 2015 that demonstrably exceeded expectations. *Attached is a memo from Chief Messerich that delineates many of these accomplishments.*

Commander Oeffling is a member of a collective bargaining unit, the Supervisory Association. The labor agreement with the Supervisory Association provides a performance pay option that can be exercised at the discretion of Management. Specifically, Section 13.2 of the contract states:

*In addition to the wage and salary schedule in Appendix A, there shall be a performance pay option that can provide additional compensation to individual employees upon recommendation of the City Administrator and specific separate approval of the City Council on a case by case basis. The performance payment can be set in any amount, but not to exceed 10% of the annual salary of the individual employee. The payment maybe for the purpose of rewarding performance in the preceding year or may be compensation for performance in the current year. The payment is for the purpose of recognizing performance that includes efforts or produces results that demonstrably exceed expectations.*

**Source of Funds and financial considerations:**

There are sufficient funds in the 2016 Police Department program budget for this expenditure.





*City of South St. Paul*  
*Police Department*

*William M. Messerich*  
*Chief of Police*

---

MEMORANDUM

TO: Stephen King, City Administrator  
FROM: William Messerich, Chief of Police  
SUBJECT: Recommendation for Performance Pay-Commander Oeffling  
DATE: November 23, 2015

Steve,

As we have previously discussed, I would like to recommend Commander Phillip Oeffling for a "Performance Pay" award as outlined in the Supervisory Contract. Commander Oeffling has been assigned to the Investigative Unit since 2003 and has been supervising this unit for nearly as long. The past year has been extremely challenging for this unit, with the volume and complexity of cases, as well as balancing those cases with numerous personnel changes and shortages.

In the last two years, Commander Oeffling has been tasked with six-month training rotations for our current sergeants who previously had not had investigative experience. Sergeant Rambaum, Sergeant Hughes and Sergeant Greengo have all been in Investigations handling cases while being trained by Commander Oeffling. Our sergeants took the place of a full-time investigator and were not an addition to his staff. Another investigator has been on limited duty for most of the year, resulting from an on duty injury, restricting the types of cases he can be assigned. In addition to the Investigative staff, Commander Oeffling was tasked with training two new School Resource Officers over this same period, along with a new Drug Task Force officer. Lastly, we have replaced two part-time clerical positions in the last year, which also falls under Commander Oeffling's supervision.

The coordination of the Department's training is also one of Commander Oeffling's roles. During the last year, our Department was audited by the MN P.O.S.T. Board (Police Officers Standard and Training). Upon completion of the audit, which the Department passed, we received compliments from the auditor which can be directly attributed to Commander Oeffling making sure our officers had received their required training and excellent documentation of our training records.

As for the difficult cases we have handled, as you are aware, this year has been difficult for our Department. After almost six years without a homicide in our community, we have charged three people with murder on three different cases this year. We have also had a high number of weapon involved assaults, robberies and other significant cases. While I will highlight some of the cases below, if you choose to bring my recommendation forward to the City Council, I prefer the details not be shared with the general public. Most of the cases listed below resulted in response and investigation outside of Commander Oeffling's normal working hours.

December 2014: High risk drug warrant executed in the 100 block of 4<sup>th</sup> Avenue North, after dealing with numerous complaints from neighbors. Covert tactics and technologies used to obtain probable cause for the warrant. The execution of the warrant has significantly slowed and nearly stopped the problems with this property.

January 2015: Child pornography case charged. Federal charges being considered at this time.

January 2015: Weapons case charged after suspect fired shotgun at neighbor's residence.

January 2015: Felony assault case charged after fight. Victim sustained broken facial bones. Suspects not known to victim and significant investigation needed.

January - April 2015: At least three suicides where significant investigations were needed to confirm the wounds were self-inflicted.

March 2015: High school student dies as a result of an overdose. Extensive investigation leads to murder charges against the drug dealer. (These types of cases are extremely difficult to obtain charging.)

May 2015: Aggravated robbery case charged. (Firearm used.) Extensive investigation, including investigators locating suspect 2 hours away.

May 2015: Aggravated robbery case charged. (Firearm used.)

June 2015: Death investigation. Extensive investigation done and charges are being considered at this time.

July 2015: Suspicious death investigation. Charges not expected.

July 2015: Court trial for felony assault case. Suspect convicted and sentenced to 204 months in prison.

July 2015: Bank robbery at Wakota Federal Credit Union. Extensive investigation still on-going.

August 2015: Homicide. 1<sup>st</sup> degree murder charges brought against suspect.

August 2015: Court trial on attempted murder case from 2014. Suspect convicted.

September 2015: Criminal sexual conduct case charged. Electronic Crimes Unit (ECU) used to obtain evidence against suspect.

September 2015: Weapons case. (Firearm). Charges filed on juvenile.

October 2015: Death investigation for fatal fire on 11<sup>th</sup> Avenue South.

October 2015: Homicide. 2<sup>nd</sup> degree murder charges brought against suspect.

October 2015: Court trial on aggravated robbery/felony assault with a firearm. Suspect convicted.

November 2015: Active Missing Person case involving extensive investigation, including air and ground searches coordinated by Commander Oeffling

Again, these cases are simply a highlight of the significant cases over the last year and not a total of all the cases our Investigative Unit has handled in the last year. I appreciate your consideration in this matter and I am willing to discuss this if you wish.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. Messerich', written over a horizontal line.

William Messerich  
Chief of Police





**AGENDA ITEM: Change Order No. 3 - Kaposia Landing Phase 1 – Rachel Contracting**

**DESIRED MEETING OUTCOMES:**

Pass a Motion to Approve Change Order No. 3 for Kaposia Landing Phase 1 construction contract with Rachel Contracting in the amount of \$32,848.40 for a new contract price of \$5,135,402.39.

**OVERVIEW:**

The contract with Rachel Contracting was awarded by the City Council on September 15, 2014 in the amount of \$5,070,306.74. As construction continues on Phase 1 of Kaposia Landing, Rachel Contracting has submitted the third request for change orders. When change orders are proposed: WSB Inc., our project manager, reviews justification on our behalf, negotiates with Rachel Contracting, and provides city staff the outcome of their research and discussion with Rachel Contracting and their professional opinion of the situation. If further debate is warranted, city staff discuss the issues and outcome directly with the contractor.

Rachel Contracting has proposed two items as part of this change order: one is related to the concrete slab of the building and one was requested by us, the owner, related to parking lot curbing designated by city code:

1. Concrete building slab rework related to electrical conduits and unforeseen conditions by sub-contractor: \$5,000 (which includes the general contractor's 10% fee of \$445).  
Justification: The architectural drawings did not show concrete being poured into the plumbing chase. Concrete is needed to be in place for the carriers to fasten to and for reinforcement. Price is \$1,565.91. In addition, the electrical conduits installed in the floor need additional concrete and a beam installed for reinforcement. Price is \$2,989.87.
2. Installation of additional curb and gutter in the new parking lot focusing on the perimeter and islands: \$26,348.40 and \$1,500 for remobilization.  
Justification: As a cost saving measure, parking lot curbing was minimal in the original design. During construction of the new parking area, the curbing plan was re-evaluated to provide more structure to protect turf areas, light poles, and center islands. With more thorough discussion, it was discovered that the original plan did not provide the amount of curbing required by city code design standards. To achieve compliance, more concrete curbing needs to be installed which will include a labor, material, and re-mobilization cost for the contractor.

The total change order request for this third request is \$32,848.40. Contingency budgeted for Kaposia Landing Phase 1 is \$253,518. Deducting this change order request, in addition to the two previously approved change order requests, would leave a contingency balance of \$188,421 available for the remainder of the project. The detailed change order request including cost breakdown, justification, and parking lot curbing diagram are attached.

**SOURCE OF FUNDS:**

Park Referendum – 5% contract contingency.

15027

# Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Kaposia Landing Phase I City of South St. Paul 800 Bryant Avenue South St. Paul, MN 55075	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> January 29, 2016	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Rachel Contracting Attn: Rob Smith 4125 Napier Court NE St. Michael, MN 55376	<b>ARCHITECT'S PROJECT NUMBER:</b> 01261-720 <b>CONTRACT DATE:</b> Approved April 6, 2015 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

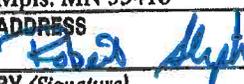
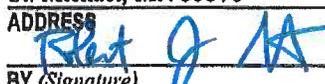
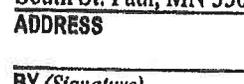
*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
See attachments

The original Contract Sum was	\$ 5,070,306.74
The net change by previously authorized Change Orders	\$ 32,247.25
The Contract Sum prior to this Change Order was	\$ 5,102,553.99
The Contract Sum will be increased by this Change Order in the amount of	\$ 32,848.40
The new Contract Sum including this Change Order will be	\$ 5,135,402.39

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is 08-05-2016; Type I seeding date of 09-18-2015

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>WSB &amp; Associates, Inc.</u> <b>ARCHITECT (Firm name)</b>	<u>Rachel Contracting</u> <b>CONTRACTOR (Firm name)</b>	<u>City of South St. Paul</u> <b>OWNER (Firm name)</b>
<u>701 Xenia Ave. S. Suite 300</u> <u>Mpls. MN 55416</u> <b>ADDRESS</b>	<u>4125 Napier Court NE</u> <u>St. Michael, MN 55376</u> <b>ADDRESS</b>	<u>100 - 7th Ave. N.</u> <u>South St. Paul, MN 55075</u> <b>ADDRESS</b>
<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>	<u></u> <b>BY (Signature)</b>
<u>Robert Slipka</u> <b>(Typed name)</b>	<u>Robert Smith</u> <b>(Typed name)</b>	<u>Chris Esser</u> <b>(Typed name)</b>
<u>2/1/16</u> <b>DATE</b>	<u>1/30/16</u> <b>DATE</b>	 <b>DATE</b>

## Contract Summary Sheet

**Contract Change Order #3 for:**

Kaposia Landing Phase 1  
 City of South St. Paul  
 125 Third Avenue North  
 South St. Paul, MN 55075

**Distribution To:**

- Owner       Field  
 Consultant       Other  
 Contractor

**To (Contractor):**

Rachel Contracting  
 4125 Napier Court NE  
 St. Michael, MN 55376

Date: 29-Jan-16

City Project No.: 201480

**CHANGES TO THE CONTRACT**

(The contractor shall make the following changes to the contract)

#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ADD	DEDUCT
CO3.1	ADD: Concrete building slab rework related to electrical conduits	1	EA	\$5,000.00	\$5,000.00	
CO3.2	ADD: D412 curb and gutter at parking lot islands	1126	LF	\$23.40	\$26,348.40	
CO3.3	ADD: Remobilization for CO3.2	1	LS	\$1,500.00	\$1,500.00	
TOTAL CHANGE ORDER ADDS AND DEDUCTS:					\$32,848.40	\$0.00
NET CHANGE ORDER TOTAL:					\$32,848.40	

 Denotes corrected bid item, quantity, or unit price

Contract Summary to Date	
Original Base Bid Contract Sum:	5,070,306.74
Previously Authorized Change Orders:	32,247.25
Net Change of this Change Order:	32,848.40
<b>Total Contract Sum (Including all Change Orders to Date):</b>	<b>\$5,135,402.39</b>

## Robert Slipka

---

**To:** Robert Smith  
**Subject:** RE: Kaposia

**From:** Robert Smith [<mailto:RSmith@rachelcontracting.com>]  
**Sent:** Friday, January 08, 2016 9:59 AM  
**To:** Robert Slipka  
**Subject:** RE: Kaposia

When you add our M/U it's a total of \$5011, so call it \$5000 but again I would check with Andrew as he was questioning some of their cost. I got the feeling he wanted them to justify and provide backup or he was not going to agree to the full amounts submitted.

**Rob Smith**  
*Estimator/Project Manager*



**Rachel Contracting, Inc.**

4125 Napier Court NE | St. Michael, MN 55376

D: 763-424-1531 | M: 612-716-5531 | [rsmith@rachelcontracting.com](mailto:rsmith@rachelcontracting.com)



5905 GOLDEN VALLEY ROAD  
 GOLDEN VALLEY, MN 55422  
 Fax : 763-546-3129 Ph : 763-546-6066

**Change Request**

To: Robert Smith  
 RACHEL CONTRACTING, INC.  
 4125 Napier Court NE  
 St. Michael, MN 55376  
 Ph: (763)424-1500 Fax: (763)424-1501

Number: 3  
 Date: 10/22/15  
 Job: SO-15-084 KAPOZIA LANDING PHASE 1  
 Phone:

**Description:** Plumbing Chase Concrete work  
**Reason:** Unforeseen Condition  
**Initiated by:** Andrew Cooper (OERTEL ARCHITECTS, LTD)  
**Source:** Other

We are pleased to offer the following specifications and pricing to make the following changes:  
 The drawings do not show concrete being poured in the plumbng chase. Concrete needs to be in place for the carriers to fasten to.

Work performed by us:		Quantity	Unit	Unit Price	Price
Description					
SUPERVISION	Labor	3.00	HRS	\$89.00	\$267.00
CONCRETE REINFORCING	Labor	2.00	HRS	\$79.00	\$158.00
CONCRETE REINFORCING	Material				\$100.00
Crush Boxes	Labor	3.00	HRS	\$79.00	\$237.00
Crush Boxes	Material				\$300.00
POURED FOUNDATIONS	Labor	2.00	HRS	\$82.00	\$164.00
POURED FOUNDATIONS	Material				\$175.00
<b>Subtotal:</b>					<b>\$1,401.00</b>
<b>Subtotal:</b>					<b>\$1,401.00</b>
		Contractor OH and P	\$1,401.00	10.00%	\$140.10
		Bonds and Insurance	\$1,541.10	1.61%	\$24.81
<b>Total:</b>					<b>\$1,565.91</b>

The schedule is not affected by this change.

At this time we have not included any provisions for unforeseen conditions, overtime premiums, schedule delays, out of sequence work labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Shawn Olson  
 MORCON CONSTRUCTION CO INC

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Cc:



5905 GOLDEN VALLEY ROAD  
 GOLDEN VALLEY, MN 55422  
 Fax : 763-546-3129 Ph : 763-546-6066

**Change Request**

To: Robert Smith  
 RACHEL CONTRACTING, INC.  
 4125 Napier Court NE  
 St. Michael, MN 55376  
 Ph: (763)424-1500 Fax: (763)424-1501

Number: 2  
 Date: 10/22/15  
 Job: SO-15-084 KAPOZIA LANDING PHASE 1  
 Phone:

**Description:** Added concrete structural work around conduits  
**Reason:** Design Change  
**Initiated by:** Andrew Cooper (OERTEL ARCHITECTS, LTD)  
**Source:** Other

We are pleased to offer the following specifications and pricing to make the following changes:

During the installation of the SOG, it was noticed that the electrical conduits installed did not leave enough room to install the structural slab components per the drawing. An SK drawing was issued to install a grade beam to carry the load around the conduits.

Work performed by us:

Description		Quantity	Unit	Unit Price	Price
SUPERVISION	Labor	4.00	HRS	\$89.00	\$356.00
CONCRETE REINFORCING	Labor	8.00	HRS	\$79.00	\$632.00
CONCRETE REINFORCING	Material				\$1,200.00
Digging out dirt	Labor	3.00	HRS	\$79.00	\$237.00
Added Concrete	Material				\$250.00
				<b>Subtotal:</b>	<b>\$2,675.00</b>
				<b>Subtotal:</b>	<b>\$2,675.00</b>
		Contractor OH and P		\$2,675.00 10.00%	\$267.50
		Bonds and Insurance		\$2,942.50 1.61%	\$47.37
				<b>Total:</b>	<b>\$2,989.87</b>

The schedule is not affected by this change.

At this time we have not included any provisions for unforeseen conditions, overtime premiums, schedule delays, out of sequence work, labor inefficiencies, etc., which may result as a consequence of this change. Should such conditions be encountered, we reserve the right to be reimbursed for associated costs. Please provide written confirmation if we are to proceed with this change.

Submitted by: Shawn Olson  
 MORCON CONSTRUCTION CO INC

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_

Cc:

## Robert Slipka

---

**To:** Robert Smith  
**Subject:** RE: Kaposia

**From:** Robert Smith [<mailto:RSmith@rachelcontracting.com>]  
**Sent:** Tuesday, December 08, 2015 10:14 AM  
**To:** Robert Slipka  
**Subject:** Kaposia

Good Morning Bob,

I just wanted to touch base with you as it's been a couple weeks, Morcon is still progressing on the roof structures of softball dugout as well as the concession building.

I also just wanted provide updates on a few things;

- Any idea when we can expect payment for pay app #6 that we revised mid-Nov? Subs are calling requesting payment.
- We will be submitting another pay app this week and as I was going through it I realized we had a bust (TYPO) in our last pay app, we accidentally gave a big deduct on the common exc item. It was supposed to be for the final amount of 72,440 (which matches the weekly trucking updates I sent to you and Jeff) not the 42,440 that I didn't catch I was in/out on vacation but you can review once you receive it in the next couple days.
- I did finally get curb pricing of \$19.90/LF (Approx. 889 LF per your takeoff of D412) plus a \$1500 Mob (they should get it all at once)
- Rachel will need \$3.50/LF to re-grade for the added curb to be installed
- Lastly, Morcon was asking me what ever came of their extra work orders related to the added concrete for electrical and the plumbing chase, not sure if you know where this is at or if I need to check with Andrew.

If you could provide an update that would be great and if you have any questions please let me know.

Thanks,  
**Rob Smith**  
*Estimator/Project Manager*



**Rachel Contracting, Inc.**

4125 Napier Court NE | St. Michael, MN 55376

D: 763-424-1531 | M: 612-716-5531 | [rsmith@rachelcontracting.com](mailto:rsmith@rachelcontracting.com)





**CITY COUNCIL AGENDA REPORT**

**DATE: FEBRUARY 16, 2016**

**DEPARTMENT: Airport**

**ADMINISTRATOR: SPK**

**8-K**

**AGENDA ITEM:** Approving Land Lease at Fleming Field with Custom Services Group Inc.

**ACTION TO BE CONSIDERED:**

Adopt Resolution No. 2016-22 Approving Land Lease at the Fleming Field Airport with Custom Services Group Inc.

**Overview:**

The City Council is required to approve land leases at the airport. City staff has prepared a land lease Lot 1, Block 2, Airport Rearrangement 4th Addition, in the West Hangar Area, with Mr. Bruce Phillips of Custom Services Group Inc. on the approved lease form. The tenant will construct a hangar that will be used to store personal aircraft. The lease is a 10-year lease with two additional 10-year renewals for a total of 30 years.

**Source of Funds:**

Mr. Phillips will pay an annual rent, which will increase each year according to the rent schedule in the lease, a Park Dedication Fee, and an Airport Infrastructure Fee.

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2016-22**

**RESOLUTION RELATING TO AIRPORT:  
APPROVING LAND LEASE AT FLEMING FIELD  
WITH CUSTOM SERVICES GROUP INC.**

**WHEREAS**, The City Council has reviewed and considered a Lease for the Lot 1, Block 2, Airport Rearrangement 4<sup>th</sup> Addition (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 16th day of February, 2016.

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City Clerk

**AIRPORT LAND LEASE AGREEMENT  
[WEST AREA]**

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

**AND**

**CUSTOM SERVICES GROUP INC.**  

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**[TENANT]**

## INDEX TO LEASE AGREEMENT

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40	Conflict of Interest
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43	Compliance with Laws and Regulations
44	Force Majeure
45	Non-Discrimination
46	Severability

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (“Lease”) is made as of the 1<sup>st</sup> day of February, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Custom Services Group Inc. (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

### SECTION 1 LEASE

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

#### **Lot 1, Block 2, Airport Rearrangement 4<sup>th</sup> Addition**

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has 4,875.0 total square feet.

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

### SECTION 2 LEASE TERM

The term of this Lease (“Term”) shall be ten (10) years commencing on April 1, 2016 (“Commencement Date”), unless earlier terminated as provided in this Lease.

**SECTION 3**  
**LEASE RENEWAL**

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

**SECTION 4**  
**RENT**

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

- 4.3 The Annual Rent shall be calculated by multiplying the total square footage of the Leased Premises by the rate set forth in Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant's particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the Extended Lease Term.
- 4.4 Tenant shall pay to Landlord as additional rent, payable on the same terms as the Rent set forth in this Section, a fee for improvements to the Airport made by Landlord that constitute a special benefit to the Leased Premises ("Infrastructure Fee"). The Infrastructure Fee for the Leased Premises is \$3.25 multiplied by the square footage of the Leased Premises and shall be paid in full (100%) on the date the Lease is signed or one-half (50%) on the date this Lease is signed, and the balance, plus interest at seven percent (7%) per annum on the unpaid balance, in three (3) installments on or before the first, second and third anniversary dates of the commencement of this Lease.
- 4.5 Tenant shall pay to Landlord at the time this lease is signed, a Park Dedication Fee of \$559.57 ("Park Dedication Fee").

**SECTION 5**  
**USE OF LEASED PREMISES**

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

- Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
- Construction of building
- Other (specify) \_\_\_\_\_

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

**SECTION 6**  
**CONDUCT OF OPERATIONS**

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided,

however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.
- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

**SECTION 7**  
**TENANT'S COMMITMENT TO CONSTRUCTION OF BUILDING**

- 7.1 Tenant agrees that any building constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, and that construction of the building useable for its Tenant's intended purpose(s) shall be completed and a Certificate of Occupancy shall be issued within one (1) year of the commencement of the initial Term of this Lease. If Tenant fails to complete construction of the building and obtain a Certificate of Occupancy within one (1) year of the commencement of the initial Term of this Lease, Tenant shall have an additional six (6) months to complete construction of the building and obtain a Certificate of Occupancy, provided that prior to the end of the initial one year time period allowed for construction of the building, Tenant can prove to the Landlord that Tenant has entered into a binding contract with a builder to construct the building and that a building permit for construction of the building has been issued to Tenant by the City of South St. Paul.
- 7.2 If Tenant is unable to complete construction of the building and obtain a Certificate of Occupancy within the time period specified in Section 7.1, then, in addition to any other remedies that may be contained in this Lease Agreement, Tenant shall forfeit and Landlord shall be permitted to retain any payment(s) made by Tenant as provided in Section 4 for Rent, the Infrastructure Fee and/or the Park Dedication Fee.
- 7.3 The construction of all buildings and the buildings themselves must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.4 Before commencing any erection, rebuilding, enlargement or extension of a building, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
  - (i) The plans for such work;

- (ii) The estimated cost of completing the work;
  - (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
  - (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.
- 7.5 Tenant shall only proceed with the construction of a building upon the Leased Premises after receipt of written approval from Landlord for the plans for the building.
- 7.6 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:
- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
  - (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
  - (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
  - (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
  - (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or

improvement thereon.

**SECTION 8**  
**BUILDING MAINTENANCE**

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

**SECTION 9**  
**INSURANCE**

- 9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.
- 9.2 Tenant shall, at Tenant's sole cost and expense, maintain in effect at all times during the Term of this Lease a "Commercial General Liability Insurance" policy on an "occurrence" rather than on a "claims made" basis, with a total combined policy limit of not less than the limitation of liability of Landlord under Minnesota Statutes Chapter 466, or any successor statute, which policy shall include, but not be limited to, coverages for Bodily Injury, Property Damage, Personal Injury and Contractual Liability (applying to this Lease), or an equivalent form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad as the above. Such policy shall name Landlord as an additional insured. Policies for such liability coverage shall be in a form and issued by an insurer reasonably acceptable to Landlord and shall require at least thirty (30) days prior written notice to Landlord of termination or material alteration. Tenant's liability insurance shall be primary with respect to Landlord and its agents and not participating with any other available insurance. Tenant shall deliver to Landlord on the Commencement Date of this Lease and on each Anniversary Date thereafter insurer-

certified copies of such policies, certificates or other evidence reasonably satisfactory to Landlord confirming the terms of such insurance, confirming that premiums thereon have been paid at least one (1) year in advance and confirming that the policies are in full force and effect.

- 9.3 Tenant shall carry owners-tenants combined single limit coverage for bodily injury, property damage and all damages for any one incident of at least One Million Dollars (\$1,000,000.00).
- 9.4 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a loss, any or all right of recovery against any party for loss occurring to the property described therein."

#### **SECTION 10** **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees and sublesees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.
- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venture or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

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

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied

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

## **SECTION 12** **SERVICES AND UTILITIES**

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.
- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.
- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

## **SECTION 13** **TENANT'S FINANCING**

- 13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:
- (i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and

interests of Landlord, except as otherwise provided in this Lease; and

- (ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.

13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following:

- (i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;
- (ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
- (iii) The mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and
- (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

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

14.1 Upon termination of this Lease, whether on account of default or by lapse of time, if Tenant shall have paid all taxes, assessments, Rent and other charges payable by Tenant under the terms of this Lease, and shall have kept and performed all the terms and conditions of this Lease, Tenant shall have the privilege of removing from the Leased Premises all buildings or property thereon belonging to Tenant and shall restore the Leased Premises to as good condition as they were in when they were entered upon by Tenant, reasonable wear and tear excepted, provided Tenant does so within sixty (60) days after the termination of this Lease. If said buildings or property are not so removed within said sixty (60) day period, Tenant hereby conveys and transfers the same to Landlord and the title thereto shall vest in Landlord without further act or conveyance; provided, however, that if following commencement of removal or notice of intention to remove, Tenant shall demonstrate to Landlord that for reasons beyond the control of Tenant such removal cannot be completed within said sixty (60) day period, Landlord may allow Tenant a reasonable extension of time for such removal.

- 14.2 At Landlord's sole discretion, Tenant may be required to remove any and all buildings from the Leased Premises at the end of the Lease Term, regardless of whether the requirements of Section 14.1 have been met. Landlord shall inform Tenant in writing no less than ninety (90) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the building(s) from the Leased Premises. Tenant's failure to remove the building(s) at Landlord's direction shall result in Landlord removing the building(s) at Tenant's sole expense.

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

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises unless and until a building is constructed on the Leased Premises. Provided a building has been constructed on the Leased Premises, Tenant may sublease all or any part of the Leased Premises only if Tenant first obtains the prior written approval of Landlord, which Landlord approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not assign all or any part of the Leased Premises unless and until a building is constructed on the Leased Premises. Notwithstanding the foregoing, Tenant may, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease provided Tenant first obtains the prior written consent of Landlord, which Landlord consent can be withheld, in Landlord's sole discretion, for any reason or no reason. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
  - (ii) The proposed assignee or sublease is creditworthy considering the obligations to be assumed under the Lease;
  - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;

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

#### **SECTION 16** **QUIET ENJOYMENT**

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for operations conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

#### **SECTION 17**

## LANDLORD'S OPERATION OF AIRPORT

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

### SECTION 18 DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and/or the Infrastructure Fee and such failure to pay shall be not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to complete construction of the building and obtain a Certificate of Occupancy within the time period specified in Section 7.1.
- (iii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iv) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for thirty (30) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within thirty (30) days after such notice;
- (v) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a thirty (30) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the thirty (30) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.
- (vi) A petition to reorganize Tenant or for an arrangement of its unsecured debts is

filed;

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

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

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

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

- (i) Retain any payment(s) made by Tenant as provided in Section 4 [*for Rent, Infrastructure Fee and/or the Park Dedication Fee*] prior to the termination of this Lease.
- (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;

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

**SECTION 19**  
**WAIVER**

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

**SECTION 20**  
**LEGAL COSTS**

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

**SECTION 21**  
**LIEN ON TENANT'S PROPERTY**

As security for the payment to Landlord of all sums required to be paid by Tenant under the terms of this Lease, Tenant does hereby grant a lien upon and does mortgage to Landlord the buildings, structures and/or improvements located or to be located upon the Leased Premises at any time during the Term of this Lease, and does hereby authorize Landlord upon failure of

Tenant to cure any default within the time provided for in Section 18, to take said property and sell and dispose of the same, to foreclose the lien hereby created in the manner provided by the laws of the State of Minnesota subject, however, to the lien of mortgages given by Tenant to finance the construction of the building to be constructed pursuant to this Lease, retaining such amount as shall pay any sums due and owing Landlord under the terms of this Lease, and any attorney's fees and expenses as may have been incurred in connection therewith, and returning the excess, if any, to Tenant. In the event of sale, Landlord may bid in and become the purchaser of the property sold under foreclosure hereunder.

## **SECTION 22** **CONDEMNATION**

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

## **SECTION 23** **DESTRUCTION OF LEASED PREMISES**

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

## **SECTION 24** **LEASE AMENDMENTS**

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

## **SECTION 25** **BINDING ON SUCCESSORS**

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

**SECTION 26**  
**COMMITMENTS TO FEDERAL OR STATE AGENCIES**

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

**SECTION 27**  
**AIRCRAFT REGISTRATION**

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

**SECTION 28**  
**APRON AND TAXIWAY**

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

**SECTION 29**

## SIGNS

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

## SECTION 30 AVIATION FUEL

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

## SECTION 31 LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS

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

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

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

(1) to furnish good, prompt and efficient service

adequate to meet all the demands for its service at the Airport;

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

**SECTION 32**  
**HAZARDOUS SUBSTANCES**

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

- (i) Death or bodily injury to any person;
- (ii) Structural damage to any property;
- (iii) Contamination of or detrimental effect upon the environment; or
- (iv) Violation of governmental laws, orders or regulations

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

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

**SECTION 33**  
**GENERAL PROVISIONS**

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

amendments or revisions to the same.

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

#### **SECTION 34** **NOTICES**

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

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

**If to Tenant:** Custom Services Group Inc.  
1150 105<sup>th</sup> Street East  
Inver Grove Heights, MN 55077  
Attn: Bruce Phillips

651-208-2420  
[phillipsbruceb@msn.com](mailto:phillipsbruceb@msn.com)

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

#### **SECTION 35**

## **DATA PRACTICES ACT**

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

## **SECTION 36** **ENTIRE AGREEMENT**

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

## **SECTION 37** **CAPTIONS; TABLE OF CONTENTS**

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

## **SECTION 38** **COUNTERPARTS**

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

## **SECTION 39** **GOVERNING LAW**

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

## **SECTION 40** **CONFLICT OF INTEREST**

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

**SECTION 41**  
**MEMORANDUM OF LEASE**

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

**SECTION 42**  
**THIRD PARTY BENEFICIARIES**

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

**SECTION 43**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

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

**SECTION 44**  
**FORCE MAJEURE**

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

**SECTION 45**  
**NON-DISCRIMINATION**

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

- (i) That no person shall be excluded from participation in, denied the benefits of or

be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;

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

**SECTION 46**  
**SEVERABILITY**

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

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

**LANDLORD:**  
**CITY OF SOUTH ST. PAUL**

**TENANT:**  
**CUSTOM SERVICES GROUP INC.**

By: \_\_\_\_\_  
Name: Beth Baumann  
Title: Mayor

By: \_\_\_\_\_  
Name: Bruce Phillips  
Title: Chief Executive Officer

Attest:

By: \_\_\_\_\_  
Name: Christy M. Wilcox  
Title: City Clerk

STATE OF MINNESOTA )

) ss.

**Landlord Acknowledgment**

COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Beth Baumann and Christy Wilcox, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )

) ss.

**Tenant Acknowledgment**

COUNTY OF DAKOTA )

**[Individual]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )

) ss.

**Tenant Acknowledgment**

COUNTY OF DAKOTA )

**[Corporation]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, a corporation under the laws of \_\_\_\_\_, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )

) ss.

**Tenant Acknowledgment**

COUNTY OF DAKOTA )

**[Partnership]**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, partner on behalf of \_\_\_\_\_, a partnership.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT	ANNUAL RENT
April 1, 2016 – December 31, 2016	25.60 Cents per Square Foot	\$ 940.27*
January 1, 2017 – December 31, 2017	26.40 Cents per Square Foot	\$ 1,287.00
January 1, 2018 – December 31, 2018	27.50 Cents per Square Foot	\$ 1,340.63
January 1, 2019 – December 31, 2019	28.60 Cents per Square Foot	\$ 1,394.25
January 1, 2020 – December 31, 2020	29.70 Cents per Square Foot	\$ 1,447.88
January 1, 2021 – December 31, 2021	30.80 Cents per Square Foot	\$ 1,501.50
January 1, 2022 – December 31, 2022	31.90 Cents per Square Foot	\$ 1,555.13
January 1, 2023 – December 31, 2023	33.00 Cents per Square Foot	\$ 1,608.75
January 1, 2024 – December 31, 2024	34.10 Cents per Square Foot	\$ 1,662.38
January 1, 2025 – December 31, 2025	35.20 Cents per Square Foot	\$ 1,716.00
January 1, 2026 – March 31, 2026	36.30 Cents per Square Foot	\$ 436.35

**\*Note:** As consideration for the Right of First Refusal granted to Tenant in Section 3.1 of the Right of First Refusal Agreement to Lease West Side Hangar Lot dated the 17<sup>th</sup> day of August 2015, the Tenant has paid the Landlord \$100.00, the receipt of which Landlord acknowledges.

The \$100.00 shall be credited, by Landlord, to rent payable on the first year's rent payment making the rent for that year \$840.27.

## **EXHIBIT B**

### **BUILDING STANDARDS POLICY**

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

## **EXHIBIT C**

### **AIRPORT CONTRACT REQUIREMENTS**

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
  
2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
  - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
  
  - (b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
  
  - (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
  
3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)
  
4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates Tenant or

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

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

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

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

10. (/c) This Lease shall be subordinate to the provisions of and requirements of any existing or future agreement between Landlord and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A – AGL-600)
11. Tenant agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises. (FAA Order 5190.6A – AGL-600)
12. There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A – AGL-600)
13. By accepting this, Tenant expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Premises, above a mean sea level elevation of 840.0\* feet. In the event the aforesaid covenants are breached, Landlord reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
14. By accepting this Lease, Tenant expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Tenant. (FAA Order 5190.6A – AGL-600)
15. (/d)\*\* This Lease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 – FAA Order 5190.6A – AGL-600)
16. (/b) It is clearly understood by Tenant that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

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

Notes

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



## CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 16, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-L

**AGENDA ITEM:**        **Approve Plans & Specifications for Sanitary Sewer Relocation with Union Pacific Railroad**

**ACTION TO BE CONSIDERED:**

Pass a motion to approve plans and specifications for the Sanitary Sewer Relocation Project (Project 2015-015) in the Union Pacific Railroad yard, with a bid opening date of March 28, 2016.

**OVERVIEW:**

Over the past 18 months, the City staff has been working with the Union Pacific Railroad (UPRR) staff to relocate several thousand feet of old (1930's vintage) sanitary sewer line that runs in and along the UPRR property. This sanitary sewer work was prompted by the UPRR and its plans to upgrade their yard tracks and facilities. The UPRR has verbally agreed to pay for 50% of the costs of the project which are estimated at about \$3.5 - \$4.0 million. The UPRR has already entered into an agreement with the City to pay for 50% of the study, design and plan preparation fees. These fees are about \$275,000. The City is under contract with Bolton Menk, Inc. for this design and plan work. The City and UPRR will be formalizing the next cost sharing agreement for construction costs very soon.

The plans have been reviewed by the UPRR and all of their design considerations have been addressed. The plans include the following:

- Cleaning & televising the sewer line north of the existing North End lift station to determine if relining is warranted. This relining if needed, will be either by change order or separate contract, but due to uncertainty, cannot be part of initial contract. This segment of sewer mainline, while not on UPRR property is in very close proximity (15 feet) to an existing rail line. Several of the manholes along this segment have been buried over the years and are not readily accessible.
- Removal of the existing 1930's North End lift station and construction of a new lift station in a more accessible location further away from the rail lines just north of Bryant Ave. on existing unopened right-of-way.
- Construction of new gravity sewer main from Central Ave. to the new lift station. The main will be between Concord Street and the UPRR tracks. This segment will be installed using trenchless methods due to proximity of buildings and UPRR tracks.
- Construction of a new gravity main using trenchless methods, from the old Betty's Café property to Central Ave. The new main will provide sanitary sewer service to several parcels currently not served by sanitary sewer (Betty's, Reis Electric, Robarge Co., two single-family home sites, and two businesses down along the Railroad tracks.

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- The old Fury Motors building is currently served by a gravity line which runs under the UPRR tracks, that service line will be rerouted using a grinder pump and force main to new gravity line in Concord St.
- A force main along Concord Street from the new lift station to Wentworth Ave. will be constructed. The forcemain will be installed under Concord Street using trenchless methods to minimize disruption to traffic and restoration work along Concord Street.
- A new gravity sewer main line from Wentworth Ave. extended (on UPRR property) to Hardman Ave. will be constructed and it will connect to the existing mainline sewer adjacent to Hardman Ave.
- The project also includes abandonment of old sewer main from Hardman Ave. to old North End lift station north of Bryant Ave. Much of this will be done as either change order or another contract due to uncertainty on how to coordinate with UPRR operations.

The project is planned for a March 28<sup>th</sup> bid opening date and an April 4<sup>th</sup> bid award. The City and UPRR should have an agreement for cost sharing in place by that time. Work is planned to be completed in 2016 with relining and abandonment possibly extending into 2017 depending on complexity.

**SOURCE OF FUNDS:**

50% funded with UPRR agreement to be approved at later date.

50% using City Sanitary sewer funds (likely bonding).



**CITY COUNCIL AGENDA REPORT**

**DATE: FEBRUARY 16, 2016**

**DEPARTMENT: City Clerk**

**ADMINISTRATOR:** SPK

**8-M**

**AGENDA ITEM: Business Licenses**

**ACTION TO BE CONSIDERED:**

Motion to adopt attached list, approving Business Licenses.

**OVERVIEW:**

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 1<sup>st</sup> to May 31<sup>st</sup>. 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>
9914	Above & Beyond The Horizons, Inc.	00005166	Cigarette and Tobacco Sales	A	02/05/2016	05/31/2017	1150 Southview Blvd		02/16/2016
14530	Dan Brausen	00005233	Housing Evaluator	X	02/10/2016	05/31/2017			02/16/2016
11977	Gibson Properties, LLC	00004439	Rental Housing	A	02/10/2016	05/31/2017	452-454 10th Ave S		02/16/2016
12233	Shari McDonald	00004445	Rental Housing	A	02/10/2016	05/31/2017	120-122 11th Ave N		02/16/2016
12233	Shari McDonald	00004446	Rental Housing	A	02/10/2016	05/31/2017	124 11th Ave N		02/16/2016
11984	James R. Funes	00004455	Rental Housing	A	02/10/2016	05/31/2017	730 11th Ave N		02/16/2016
14624	Erin Gilchrist	00005101	Rental Housing	A	02/10/2016	05/31/2017	125 12th Ave S		02/16/2016
14348	Sean Arco	00004500	Rental Housing	A	02/10/2016	05/31/2017	234 13th Ave S		02/16/2016
11977	Gibson Properties, LLC	00004511	Rental Housing	A	02/10/2016	05/31/2017	333-335 14th Ave S		02/16/2016
12072	Kyle W. Corniea	00004538	Rental Housing	A	02/10/2016	05/31/2017	609 17th Ave N		02/16/2016
12241	Ronald & Susan Morgan	00004547	Rental Housing	A	02/10/2016	05/31/2017	538-540 18th Ave N		02/16/2016
14446	Nathan Herschbach	00004569	Rental Housing	A	02/10/2016	05/31/2017	432 1st Ave S		02/16/2016
11863	William H. Krodel	00004572	Rental Housing	A	02/10/2016	05/31/2017	511 1st Ave S		02/16/2016
12934	C.L. Housing	00004601	Rental Housing	A	02/05/2016	05/31/2017	427 20th Ave S		02/16/2016
12272	Dennis E. Frigstad	00004606	Rental Housing	A	02/10/2016	05/31/2017	856-858 21st Ave N		02/16/2016
12137	TIMCO REI LLC	00004612	Rental Housing	A	02/10/2016	05/31/2017	157-159 23rd Ave S		02/16/2016
12137	TIMCO REI LLC	00004614	Rental Housing	A	02/10/2016	05/31/2017	112-112.5 2nd Ave S		02/16/2016
12275	Richard D. Sievert	00004622	Rental Housing	A	02/10/2016	05/31/2017	232 2nd Ave S		02/16/2016
14046	Naomi Bell	00004623	Rental Housing	A	02/10/2016	05/31/2017	241 2nd Ave S		02/16/2016
14871	Larisa Gharibyan	00004406	Rental Housing	A	01/21/2016	05/31/2017	306 2nd Ave S		02/16/2016
14451	Jeff Brutger	00004631	Rental Housing	A	02/10/2016	05/31/2017	326 2nd Ave S		02/16/2016
12106	Arthur E. Dullinger	00004644	Rental Housing	A	02/10/2016	05/31/2017	1304 2nd St N		02/16/2016
14451	Jeff Brutger	00005051	Rental Housing	A	02/10/2016	05/31/2017	357 3rd Ave S		02/16/2016
12091	Adam C. Gamble	00004677	Rental Housing	A	02/10/2016	05/31/2017	820 3rd Ave S		02/16/2016
12139	David J. Chapman	00004684	Rental Housing	A	02/10/2016	05/31/2017	228 4th Ave N		02/16/2016
12097	Louise M. Maynard	00004686	Rental Housing	A	02/04/2016	05/31/2017	233 4th Ave N		02/16/2016
14570	Darryl & Jo Ann Bunn	00005047	Rental Housing	A	02/10/2016	05/31/2017	301 4th Ave S		02/16/2016
14839	AHR Construction, Inc.	00005336	Rental Housing	A	02/10/2016	05/31/2017	453 4th Ave S		02/16/2016

## 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>
14424	Snelling Real Estate Holdings LLC	00004701	Rental Housing	A	02/10/2016	05/31/2017	2008 4th St S		02/16/2016
11793	Boshra & Fadia Gendy	00004709	Rental Housing	A	02/10/2016	05/31/2017	154 5th Ave S		02/16/2016
14553	Dorothy Troje	00005034	Rental Housing	A	02/10/2016	05/31/2017	825 5th Ave S		02/16/2016
11906	Carl V. Schwagmeyer	00004732	Rental Housing	A	02/09/2016	05/31/2017	922 5th Ave S		02/16/2016
14672	Cheryl A. Lang	00005116	Rental Housing	A	02/10/2016	05/31/2017	1448 7th Ave S		02/16/2016
12314	Kristina M. Frid	00004765	Rental Housing	A	02/10/2016	05/31/2017	509 7th Ave S		02/16/2016
14795	Greg & Mary Niederkorn	00005309	Rental Housing	A	02/10/2016	05/31/2017	1144-1146 8th Ave S		02/16/2016
13983	Flinstone Properties LLC	00004799	Rental Housing	A	02/05/2016	05/31/2017	1218-1220 8th Ave S		02/16/2016
12145	Glenn D. Primeau	00004804	Rental Housing	A	02/10/2016	05/31/2017	1416 8th Ave S		02/16/2016
14855	Joseph & Regina Farrell	00005357	Rental Housing	A	02/10/2016	05/31/2017	144 8th Ave S		02/16/2016
14589	Carly Ann Schulte	00005066	Rental Housing	A	01/29/2016	05/31/2017	524 8th Ave S		02/16/2016
14844	Deborah Mihulka	00005341	Rental Housing	A	02/05/2016	05/31/2017	658 8th Ave S		02/16/2016
14309	Stebbing Properties	00005035	Rental Housing	A	02/10/2016	05/31/2017	901 8th Ave S		02/16/2016
12089	Jerald T. Johnson	00004817	Rental Housing	A	02/05/2016	05/31/2017	1121-1123 9th Ave S		02/16/2016
12321	CTA, Inc.	00004820	Rental Housing	A	02/10/2016	05/31/2017	1213-1215 9th Ave S		02/16/2016
12145	Glenn D. Primeau	00004833	Rental Housing	A	02/10/2016	05/31/2017	132-134 Ash St W		02/16/2016
12296	Ronald G. Sweeny	00004844	Rental Housing	A	02/10/2016	05/31/2017	1624 Bryant Ave		02/16/2016
14716	Alex Vickroy	00005129	Rental Housing	A	02/10/2016	05/31/2017	239-241 Buron Ln		02/16/2016
14717	Upward Properties, LLC	00005130	Rental Housing	A	02/10/2016	05/31/2017	909 Concord St N		02/16/2016
12218	Ronald D. Larson	00004874	Rental Housing	A	02/05/2016	05/31/2017	2116-2118 Conver Ave		02/16/2016
14725	Paul & Courtney Reckinger	00005137	Rental Housing	A	02/10/2016	05/31/2017	238 Douglas St W		02/16/2016
14823	Bernard Lee & Julie Walters-Lee	00005327	Rental Housing	A	02/10/2016	05/31/2017	1042 Dwane St		02/16/2016
11793	Boshra & Fadia Gendy	00004888	Rental Housing	A	02/10/2016	05/31/2017	1509 Elrose Ct		02/16/2016
11793	Boshra & Fadia Gendy	00004891	Rental Housing	A	02/10/2016	05/31/2017	1518 Elrose Ct		02/16/2016
11793	Boshra & Fadia Gendy	00004892	Rental Housing	A	02/10/2016	05/31/2017	1526 Elrose Ct		02/16/2016
14826	Keith A. Niemi	00005329	Rental Housing	A	02/09/2016	05/31/2017	221 Grand Ave W 106		02/16/2016
14668	Keith A. Niemi	00005113	Rental Housing	A	02/09/2016	05/31/2017	221 Grand Ave W 107		02/16/2016
14708	Keith Niemi	00005126	Rental Housing	A	02/09/2016	05/31/2017	221 Grand Ave W 114		02/16/2016

## 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>
14610	Keith Niemi	00005104	Rental Housing	A	02/09/2016	05/31/2017	221 Grand Ave W 210		02/16/2016
14613	Ronald Juelfs	00005096	Rental Housing	A	02/10/2016	05/31/2017	221 Grand Ave W 211		02/16/2016
14610	Keith Niemi	00005088	Rental Housing	A	02/09/2016	05/31/2017	221 Grand Ave W 307		02/16/2016
11799	Rev. Carroll G. Sengbusch	00004930	Rental Housing	A	02/10/2016	05/31/2017	915-921 Marie Ave		02/16/2016
12145	Glenn D. Primeau	00004952	Rental Housing	A	02/10/2016	05/31/2017	206 South St W		02/16/2016
14671	Tsegay Hagos Melake	00005115	Rental Housing	A	02/10/2016	05/31/2017	208 South St W		02/16/2016
13376	Jay Maher	00004962	Rental Housing	A	02/10/2016	05/31/2017	1616 Southview Blvd		02/16/2016
11937	No. 1 Murr, Inc.	00004957	Rental Housing	A	02/10/2016	05/31/2017	925 Southview Blvd		02/16/2016
12348	Rose Lee & James Probst	00004984	Rental Housing	A	02/10/2016	05/31/2017	1523-1525 Thompson Ave		02/16/2016
12090	George & Jeanette Roedler	00004999	Rental Housing	A	02/10/2016	05/31/2017	1531 Wentworth Ave		02/16/2016
12351	Bing K. Quon	00004997	Rental Housing	A	02/05/2016	05/31/2017	838 Wentworth Ave		02/16/2016
10094	Lightning Disposal Inc.	00005195	Trash Hauler	A	02/10/2016	05/31/2017	1725 Meadow View Rd		02/16/2016
10109	Nitti Sanitation, Inc.	00005207	Trash Hauler	A	02/10/2016	05/31/2017	1725 Meadow View Rd		02/16/2016



**CITY COUNCIL AGENDA REPORT**

**DATE: FEBRUARY 16, 2016**

**DEPARTMENT: Engineering**

**ADMINISTRATOR: *[Signature]***

**8-N**

**AGENDA ITEM:        BridgePoint Court: Accepting Easements from HRA & Business Condo Owners**

**ACTION TO BE CONSIDERED:**

Pass a Motion to accept Storm Sewer and Sidewalk Easements from the HRA and the four business condo owners and at 100 – 120 BridgePoint Drive for the BridgePoint Court project.

**OVERVIEW:**

In order to install certain storm water and sidewalks for the BridgePoint Court project, it was necessary to obtain Permanent Easement rights from the South St. Paul HRA, JMAK of Woodbury LLC, Kimeric, LLC, and PCB BridgePoint LLC. The business owners have signed the attached easement, and the City of South St. Paul City Council should now direct the appropriate people to sign on behalf of the South St. Paul Housing Redevelopment Authority, and accept the Easements and record them with the County.

**SOURCE OF FUNDS:**

N/A

## PERMANENT SIDEWALK, UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT SIDEWALK, UTILITY AND DRAINAGE EASEMENT (“Easement”) is made, granted and conveyed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between **Housing & Redevelopment Authority of the City of South St. Paul**, a public body corporate and politic organized and existing under the laws of Minnesota (“HRA”) , **JMAK of Woodbury, L.L.C.**, a Minnesota limited liability company, **Kimeric, LLC**, a Minnesota limited liability company, and **PCB BridgePoint, LLC**, a Minnesota limited liability company, (singularly a “Landowner” and collectively the “Landowners”) and the **City of South St. Paul**, a municipal corporation organized under the laws of the State of Minnesota (“City”).

1. The Landowners each own the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A (“Landowners’ Property”)**. Each of the Landowners Property is adjacent to the public right of way known as Bridgepoint Court.

2. The Landowners, in consideration of the City agreeing not to assess the Landowners’ Property for the City’s Bridgepoint Court road improvements as more fully described in City Project 2015-013, and other good and valuable consideration to them in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for sidewalk, utility and drainage purposes, and all such purposes ancillary, incident or related thereto (“Permanent Easement”) under, over, across, through and upon that real property legally described and depicted on **Exhibits B-1 and B-2 (“Permanent Easement Area”)** attached hereto and incorporated herein by reference.

3. The Permanent Easement rights granted herein are forever and shall include, but not be limited to the construction, maintenance, repair and replacement of any sidewalk, sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts,

conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

4. The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sidewalk, sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

#### **EXEMPT FROM STATE DEED TAX**

5. The rights of the City also include the right of the City, its contractors, agents and servants:

- a) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

6. The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowners' Property prior to the date hereof.

7. The City shall be responsible for all claims, costs and expenses related to construction of improvements within the Permanent Easement Area. The City shall indemnify and hold the Property Owners harmless from and against all claims related to its use of the Permanent Easement Area.

8. Except for any defense or waiver associated with the City's obligations in paragraph 2 and paragraphs 6 and 7 above, nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought





**HOUSING & REDEVELOPMENT AUTHORITY  
OF THE CITY OF SOUTH ST. PAUL**

By: \_\_\_\_\_  
Its: Chairperson

By: \_\_\_\_\_  
Its: Secretary

STATE OF MINNESOTA    )  
                                          )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary of Housing and Redevelopment Authority of the City of South St. Paul, the organization named in the foregoing instrument, and that said instrument was signed on behalf of said organization by authority of its Board of Commissioners, and they acknowledged that they executed the same to be the free act and deed of said organization.

\_\_\_\_\_  
Notary Public

JMAK OF WOODBURY, L.L.C.

By: *Kathleen Albarella*  
Its: *president*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
                                  )     ss.  
COUNTY OF DAKOTA    )

On this 18 day of January, 2016, before me a Notary Public within and for said County, personally appeared *Kathleen Albarella*, to me personally known, who being by me duly sworn, did say that [he, she, they] [is, are] the *president* of JMAK of Woodbury, L.L.C., the company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of its [Board of Directors], and [he, she, they] acknowledged that [he, she, they] executed the same as [his, her, their] free act and deed of said company.

*Karen Sue Ellison*  
Notary Public



KIMERIC, LLC

By: [Signature]  
Its: Chief Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA    )  
                                          )        ss.  
COUNTY OF DAKOTA    )

On this 18<sup>th</sup> day of January, 2016, before me a Notary Public within and for said County, personally appeared Jeffrey B. Larson, to me personally known, who being by me duly sworn, did say that (he, she, they) (is, are) the Chief Manager of Kimeric, LLC, the company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of its [Board of Directors], and [he, she, they] acknowledged that [he, she, they] executed the same as [his, her, their] free act and deed of said company.

Melissa A. Pratt  
Notary Public



PCB BRIDGEPOINT, LLC

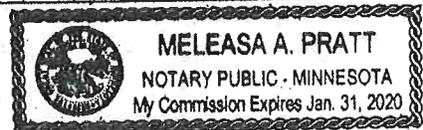
By: PAUL C. BECKER  
Its: PRESIDENT  
Blck

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MINNESOTA )  
                                  )     ss.  
COUNTY OF DAKOTA    )

On this 9 day of FEBRUARY, 2016, before me a Notary Public within and for said County, personally appeared Paul C. Becker, to me personally known, who being by me duly sworn, did say that [he, she, they] [is, are] the President of PCB Bridgepoint, LLC, the company named in the foregoing instrument, and that said instrument was signed on behalf of said company by authority of its [Board of Directors], and [he, she, they] acknowledged that [he, she, they] executed the same as [his, her, their] free act and deed of said company.

Meleasa A. Pratt  
Notary Public



This instrument was drafted by:  
Korine L. Land  
LeVander, Gillen & Miller, P.A.  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

After recording, please return to:  
Korine L. Land  
LeVander, Gillen & Miller  
633 South Concord Street, Suite 400  
South St. Paul, Minnesota 55075  
(651)451-1831

**EXHIBIT A**  
**LEGAL DESCRIPTION OF LANDOWNERS' PROPERTY**

Real Property located in the City of South St. Paul, Dakota County, Minnesota, described as follows:

Housing and Redevelopment Authority of the City of South St. Paul  
Legal Description of Easement Interest: An easement for driveway purposes over and across the North 15 feet of Lot 2, Block 1, BridgePoint Station, Dakota County, MN

Parcel ID: 36-15050-05-100  
Owner: JMAK of Woodbury, L.L.C.  
Legal Description: Unit No. 100, CIC No. 545, BridgePoint Station Condominium

Parcel ID: 36-15050-05-120  
Owner: Kimeric, LLC  
Legal Description: Unit No. 120, CIC No. 545, BridgePoint Station Condominium

Parcel ID: 36-15050-05-160  
Owner: PCB Bridgepoint, LLC  
Legal Description: Unit 160, CIC No. 545, BridgePoint Station Condominium

Parcel ID: 36-15050-05-180  
Owner: PCB Bridgepoint, LLC  
Legal Description: Unit 180, CIC No. 545, BridgePoint Station Condominium

**EXHIBIT B-1**  
**LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA**

A 20 foot easement for utility purposes over, under and across Lot 2, Block 1, BRIDGEPOINT STATION, according to the recorded plat thereof, Dakota County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 2; thence North 63 degrees 05 minutes 18 seconds East, along the northerly line of said Lot 2, a distance of 60.78 feet to the centerline of an existing utility easement; thence South 8 degrees 35 minutes 04 seconds East along the existing utility easement centerline a distance of 71.08; thence South 26 degrees 52 minutes 50 seconds East a distance of 209.65 feet to the beginning of the centerline to be described; thence South 12 degrees 32 minutes 50 seconds East a distance of 26.37 feet to the southeasterly line of said Lot 2 and there said centerline terminates.

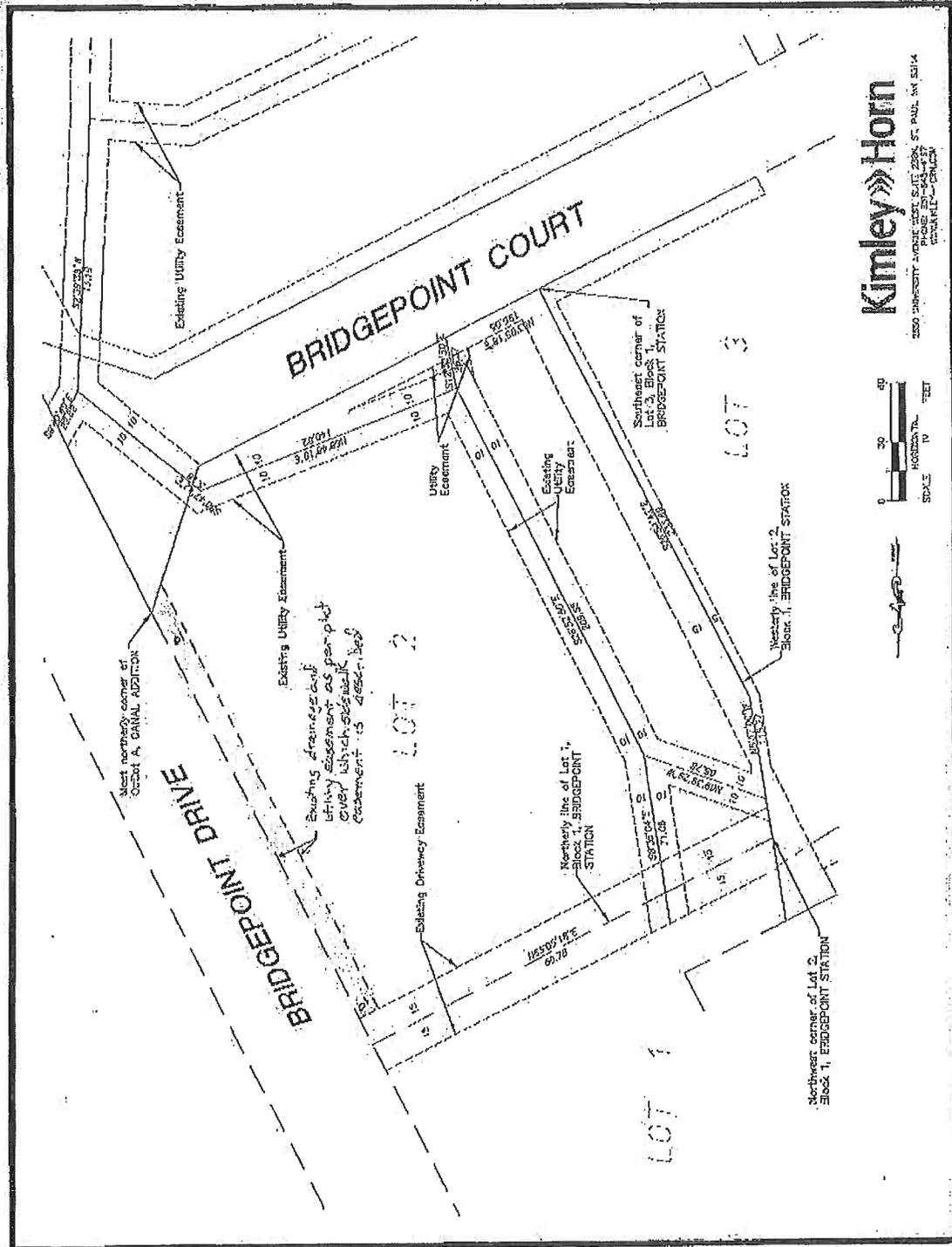
The side lines of said utility easements are to be lengthened or shortened to terminate on the southeasterly line of said Lot 2.

AND

An easement for sidewalk purposes over, under and across Lot 2, Block 1, BRIDGEPOINT STATION, according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

That part of the easterly 10 feet of Lot 2, Block 1, BRIDGEPOINT STATION, adjacent to Bridgepoint Drive, according to the recorded plat at Dakota County.

**EXHIBIT B-2**  
**DEPICTION OF PERMANENT EASEMENT AREA**



**Kimley»Horn**  
 2550 UNIVERSITY AVENUE, SUITE 2000, ST. PAUL, MN 55114  
 PHONE: 612-224-1111  
 WWW.KIMLEY-HORN.COM



**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Engineering**

**ADMINISTRATOR: SPK**

**9-A**

**AGENDA ITEM: 2016 Street Mill & Overlay Projects – Receive Feasibility Reports and Call for Public Hearing**

**ACTION TO BE CONSIDERED:**

Adopt Resolution 2016-27 RECEIVING FEASIBILITY REPORTS AND CALLING FOR PUBLIC HEARINGS ON 2016 STREET MILL & OVERLAY PROJECTS. The hearing date will be March 21, 2016.

**OVERVIEW:**

On December 21, 2015, the City Council ordered the feasibility reports for Mill & Overlay on the following streets:

2016 Street Mill & Overlay

- A. 21<sup>st</sup> Ave. So. – 3<sup>rd</sup> St. S. to 2<sup>nd</sup> St. S.
- B. 22<sup>nd</sup> Ave. So. – Marie Ave. to 3<sup>rd</sup> St. S.
- C. 2<sup>nd</sup> Street So. – 21<sup>st</sup> Ave. So. to 23<sup>rd</sup> Ave. So.
- D. 3<sup>rd</sup> Street No. – 21<sup>st</sup> Ave. S. to 23<sup>rd</sup> Ave. So. (MSA168-105-023)
- E. Burma Lane – 21<sup>st</sup> Ave. N. to Reid Ln.
- F. Reid Lane – 4<sup>th</sup> St. No. to 2<sup>nd</sup> St. N.
- G. Eva Lane – 21<sup>st</sup> Ave. No. to Reid Ln
- H. 2<sup>nd</sup> Street No. – 20<sup>th</sup> Ave. No. to 21<sup>st</sup> Ave. No
- I. 20<sup>th</sup> Ave. No. – Wentworth Ave. to the north
- J. 15<sup>th</sup> Ave. No. – Wentworth Ave. to Thompson
- K. 17<sup>th</sup> Ave. So. – Marie Ave. to Southview Boulevard
- L. 18<sup>th</sup> Ave. So. – Marie Ave. to Southview Boulevard

Staff recommends proceeding with all segments except for 15<sup>th</sup> Ave. North from Wentworth Ave. to the north because of the impact to the Capital Improvement Program and 17<sup>th</sup> Ave. South from Marie Avenue to Southview Boulevard and 18<sup>th</sup> Ave. South from Marie Ave. to Southview Boulevard because of the impact to the Watermain Utility Fund. Staff will continue to refine the construction cost estimates and will provide an update at the time of the public hearing. Any modifications to the construction cost estimates will not have an impact on the assessment costs. Attached are the feasibility reports.

If a Public Hearing is called, each affected owner will be mailed a notice of the hearing along with a copy of the feasibility report. The public hearings are scheduled for March 21, 2016.

**SOURCE OF FUNDS:**

See attached feasibility reports.

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2016-27**

**RESOLUTION RECEIVING FEASIBILITY REPORTS AND CALLING FOR A  
PUBLIC HEARING ON 2016-005 STREET MILL & OVERLAY PROJECTS**

**WHEREAS**, pursuant to the resolutions of the City Council, adopted on December 21, 2016, the report has been prepared by the City Engineer with reference to the following improvements:

2016 Street Mill & Overlay

- A. 21<sup>st</sup> Ave. So. – 3<sup>rd</sup> St. S. to 2<sup>nd</sup> St. S.
- B. 22<sup>nd</sup> Ave. So. – Marie Ave. to 3<sup>rd</sup> St. S.
- C. 2<sup>nd</sup> Street So. – 21<sup>st</sup> Ave. So. to 23<sup>rd</sup> Ave. So.
- D. 3<sup>rd</sup> Street No. – 21<sup>st</sup> Ave. S. to 23<sup>rd</sup> Ave. So. (*MSA168-105-023*)
- E. Burma Lane – 21<sup>st</sup> Ave. N. to Reid Ln.
- F. Reid Lane – 4<sup>th</sup> St. No. to 2<sup>nd</sup> St. N.
- G. Eva Lane – 21<sup>st</sup> Ave. No. to Reid Ln
- H. 2<sup>nd</sup> Street No. – 20<sup>th</sup> Ave. No. to 21<sup>st</sup> Ave. No
- I. 20<sup>th</sup> Ave. No. – Wentworth Ave. to the north
- J. 15<sup>th</sup> Ave. No. – Wentworth Ave. to Thompson
- K. 17<sup>th</sup> Ave. So. – Marie Ave. to Southview Boulevard
- L. 18<sup>th</sup> Ave. So. – Marie Ave. to Southview Boulevard

for milling (1½”) and overlay (1¾”) of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous concrete sidewalk removal and replacement, miscellaneous watermain, sanitary sewer, and storm sewer upgrades, restoration and appurtenances, and this report was received by the City Council on February 16, 2016.

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

1. Due to estimated impacts to the Capital Improvement Project Fund and the City’s Water Utility Fund, the City Council is not proceeding with public hearings for projects 2016-005 J, K, and L.
2. The City Council will consider the improvements of 2016-005A - I in accordance with the reports and the assessments of abutting property to allow a portion of the costs of the improvements pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvements of \$331,095.
3. Public hearings shall be held on such proposed improvements for 2016-005A-I on the 21<sup>st</sup> day of March, 2016, in the Council Chambers of the Municipal Building at 7:15 p.m., and the City Clerk shall give mailed and published notice of such hearings and improvements as required by law.

Resolution No. 2013-38

Page 2 of 2

Adopted this 16<sup>th</sup> day of February, 2016.

---

City Clerk

2016 Mill & Overlay Assessment Rate: \$17.30

2016 Bituminous Removal and Replacement Assessment Rate: \$45.00

**2016 MILL & OVERLAY PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-005A	21st Ave. South from 3rd St. South to 2nd St. South	35	\$ 38,773	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	835	\$ 17.30	\$ 14,446	\$ 1,814
2016-005B	22nd Ave. South from Marie Avenue to 3rd St. South	60	\$ 69,715	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	2,503	\$ 17.30	\$ 43,302	\$ 3,900
2016-005C	2nd St. South from 21st Ave. South to 23rd Ave. South	8	\$ 29,883	\$ -	\$ 3,237	\$ 2,920	\$ -	0	\$ 17.30	\$ -	\$ 23,726
2016-005D	3rd St. North from 21st Ave. North to Reid Lane	17	\$ 32,430	\$ 32,430	\$ -	\$ 2,920	\$ 4,215	1,126	\$ 17.30	\$ 19,480	\$ (26,614)
2016-005E	Burma Lane from 21st Ave. North to Reid Lane	11	\$ 25,255	\$ -	\$ -	\$ -	\$ 8,391	750	\$ 17.30	\$ 12,975	\$ 3,888
2016-005F	Reid Lane from 4th St. North to 2nd St. South	27	\$ 81,138	\$ -	\$ 4,775	\$ 4,380	\$ 17,018	1,575	\$ 17.30	\$ 27,248	\$ 27,719
2016-005G	Eva Lane from 21st Ave. North to Reid Lane	15	\$ 27,730	\$ -	\$ 4,245	\$ 4,380	\$ -	916	\$ 17.30	\$ 15,847	\$ 3,259
2016-005H	2nd St. North from 20th Ave. North to 21st Ave. North	6	\$ 16,314	\$ -	\$ -	\$ 1,460	\$ 2,107	285	\$ 17.30	\$ 4,931	\$ 7,816
2016-005I	20th Ave. North from Wentworth Avenue to the north 250 feet	5	\$ 9,856	\$ -	\$ -	\$ 1,460	\$ -	465	\$ 17.30	\$ 8,045	\$ 352
2016-005J	15th Ave. North from Wentworth Avenue to Thompson Avenue	48	\$ 79,264	\$ -	\$ -	\$ 2,920	\$ -	2,226	\$ 17.30	\$ 38,510	\$ 37,834
2016-005K	17th Ave. South from Marie Avenue to Southview Boulevard	19	\$ 238,174	\$ -	\$ 193,458	\$ 2,920	\$ -	1,050	\$ 45.00	\$ 47,250	\$ (5,454)
2016-005L	18th Ave. South from Marie Avenue to Southview Boulevard	20	\$ 234,413	\$ -	\$ 189,487	\$ 2,920	\$ -	1,075	\$ 45.00	\$ 48,375	\$ (6,369)
<b>TOTAL ESTIMATED 2016 MILL &amp; OVERLAY PROJECTS:</b>		<b>232</b>	<b>\$ 882,946</b>	<b>\$ 32,430</b>	<b>\$ 408,263</b>	<b>\$ 37,958</b>	<b>\$ 52,017</b>	<b>12,806</b>		<b>\$ 280,406</b>	<b>\$ 71,871</b>

**2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-007A	23rd Ave. South from Marie Avenue to 3rd St South	45	\$ 157,438	\$ -	\$ 6,670	\$ 10,219	\$ 26,075	1,335	\$ 45.00	\$ 60,075	\$ 54,398
2016-007B	Anthony Street from 23rd Ave. North to Francis Street	15	\$ 188,364	\$ -	\$ 129,165	\$ 4,380	\$ -	1,101	\$ 45.00	\$ 49,545	\$ 5,274
2016-007C	Francis Street from 23rd Ave. South to Anthony Street	15	\$ 185,247	\$ -	\$ 114,867	\$ 4,380	\$ 8,391	1,107	\$ 45.00	\$ 49,815	\$ 7,793
2016-007D	Heimel Street from 23rd Ave. North to Kraft Street	16	\$ 61,144	\$ -	\$ 3,966	\$ 4,380	\$ 1,016	1,156	\$ 45.00	\$ 52,020	\$ (238)
2016-007E	Kraft Street from Heimel Street to 23rd Ave. North	15	\$ 65,618	\$ -	\$ 9,112	\$ 4,380	\$ 394	1,107	\$ 45.00	\$ 49,815	\$ 1,918
2016-007F	Wilde Avenue from Butler Avenue to Kaposia Park	0	\$ 108,367	\$ -	\$ 1,574	\$ -	\$ 6,855	0	\$ 45.00	\$ -	\$ 99,938
2016-007G	2nd St. North from 7th Avenue to 9th Avenue	10	\$ 49,760	\$ -	\$ 508	\$ 2,920	\$ -	778	\$ 45.00	\$ 35,010	\$ 11,322
<b>TOTAL ESTIMATED 2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>116</b>	<b>\$ 815,937</b>	<b>\$ -</b>	<b>\$ 265,863</b>	<b>\$ 30,658</b>	<b>\$ 42,731</b>	<b>6,584</b>		<b>\$ 296,280</b>	<b>\$ 180,405</b>

<b>TOTAL ESTIMATED 2016 MILL &amp; OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>348</b>	<b>\$ 1,698,883</b>	<b>\$ 32,430</b>	<b>\$ 674,126</b>	<b>\$ 68,617</b>	<b>\$ 94,748</b>	<b>19,390</b>		<b>\$ 576,686</b>	<b>\$ 252,276</b>
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**RECOMMENDED 2016 MILL & OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

2016 Mill & Overlay Assessment Rate: \$17.30

2016 Bituminous Removal and Replacement Assessment Rate: \$45.00

**RECOMMENDED 2016 MILL & OVERLAY PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-005A	21st Ave. South from 3rd St. South to 2nd St. South	35	\$ 38,773	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	835	\$ 17.30	\$ 14,446	\$ 1,814
2016-005B	22nd Ave. South from Marie Avenue to 3rd St. South	60	\$ 69,715	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	2,503	\$ 17.30	\$ 43,302	\$ 3,900
2016-005C	2nd St. South from 21st Ave. South to 23rd Ave. South	8	\$ 29,883	\$ -	\$ 3,237	\$ 2,920	\$ -	0	\$ 17.30	\$ -	\$ 23,726
2016-005D	3rd St. North from 21st Ave. North to Reid Lane	17	\$ 32,430	\$ 32,430	\$ -	\$ 2,920	\$ 4,215	1,126	\$ 17.30	\$ 19,480	\$ (26,614)
2016-005E	Burma Lane from 21st Ave. North to Reid Lane	11	\$ 25,255	\$ -	\$ -	\$ -	\$ 8,391	750	\$ 17.30	\$ 12,975	\$ 3,888
2016-005F	Reid Lane from 4th St. North to 2nd St. South	27	\$ 81,138	\$ -	\$ 4,775	\$ 4,380	\$ 17,018	1,575	\$ 17.30	\$ 27,248	\$ 27,719
2016-005G	Eva Lane from 21st Ave. North to Reid Lane	15	\$ 27,730	\$ -	\$ 4,245	\$ 4,380	\$ -	916	\$ 17.30	\$ 15,847	\$ 3,259
2016-005H	2nd St. North from 20th Ave. North to 21st Ave. North	6	\$ 16,314	\$ -	\$ -	\$ 1,460	\$ 2,107	285	\$ 17.30	\$ 4,931	\$ 7,816
2016-005I	20th Ave. North from Wentworth Avenue to the north 250 feet	5	\$ 9,856	\$ -	\$ -	\$ 1,460	\$ -	465	\$ 17.30	\$ 8,045	\$ 352
2016-005J	15th Ave. North from Wentworth Avenue to Thompson Avenue		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
2016-005K	17th Ave. South from Marie Avenue to Southview Boulevard		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
2016-005L	18th Ave. South from Marie Avenue to Southview Boulevard		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
<b>TOTAL ESTIMATED RECOMMENDED 2016 MILL &amp; OVERLAY PROJECTS:</b>		<b>184</b>	<b>\$ 331,095</b>	<b>\$ 32,430</b>	<b>\$ 25,317</b>	<b>\$ 29,199</b>	<b>\$ 52,017</b>	<b>8,455</b>		<b>\$ 146,272</b>	<b>\$ 45,860</b>

**RECOMMENDED 2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-007A	23rd Ave. South from Marie Avenue to 3rd St South	45	\$ 157,438	\$ -	\$ 6,670	\$ 10,219	\$ 26,075	1,335	\$ 45.00	\$ 60,075	\$ 54,398
2016-007B	Anthony Street from 23rd Ave. North to Francis Street	15	\$ 188,364	\$ -	\$ 129,165	\$ 4,380	\$ -	1,101	\$ 45.00	\$ 49,545	\$ 5,274
2016-007C	Francis Street from 23rd Ave. South to Anthony Street	15	\$ 185,247	\$ -	\$ 114,867	\$ 4,380	\$ 8,391	1,107	\$ 45.00	\$ 49,815	\$ 7,793
2016-007D	Heimel Street from 23rd Ave. North to Kraft Street	16	\$ 61,144	\$ -	\$ 3,966	\$ 4,380	\$ 1,016	1,156	\$ 45.00	\$ 52,020	\$ (238)
2016-007E	Kraft Street from Heimel Street to 23rd Ave. North	15	\$ 65,618	\$ -	\$ 9,112	\$ 4,380	\$ 394	1,107	\$ 45.00	\$ 49,815	\$ 1,918
2016-007F	Wilde Avenue from Butler Avenue to Kaposia Park	1	\$ 108,367	\$ -	\$ 1,574	\$ -	\$ 6,855	0	\$ 45.00	\$ -	\$ 99,938
2016-007G	2nd St. North from 7th Avenue to 9th Avenue	10	\$ 49,760	\$ -	\$ 508	\$ 2,920	\$ -	778	\$ 45.00	\$ 35,010	\$ 11,322
<b>TOTAL ESTIMATED RECOMMENDED 2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>117</b>	<b>\$ 815,937</b>	<b>\$ -</b>	<b>\$ 265,863</b>	<b>\$ 30,658</b>	<b>\$ 42,731</b>	<b>6,584</b>		<b>\$ 296,280</b>	<b>\$ 180,405</b>

<b>TOTAL ESTIMATED RECOMMENDED 2016 MILL &amp; OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>301</b>	<b>\$ 1,147,032</b>	<b>\$ 32,430</b>	<b>\$ 291,180</b>	<b>\$ 59,857</b>	<b>\$ 94,748</b>	<b>15,039</b>		<b>\$ 442,552</b>	<b>\$ 226,265</b>
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**2016-005A**  
**21st Ave. South**  
**From 3rd St. South to 2nd St. South**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	35
<b>Year Street Last Rehabilitated:</b>	1993 Total street reconstruction 1998 Sealcoat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One hydrant and gate valve should be replaced.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two catch basin castings should be replaced. Miscellaneous tuckpoint repairs are needed for some of the catch basins.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$38,773
Municipal State Aid Fund:		\$0
Water Fund:		\$6,530
Sanitary Sewer Fund:		\$5,840
Storm Sewer Fund:		\$10,143
Assessments	835 feet @ \$17.30 /ft	\$14,446
CIP:		\$1,814

**2016-005B**  
**22nd Ave. South**  
**From Marie Avenue to 3rd St. South**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	60
<b>Year Street Last Rehabilitated:</b>	1968 Total Street Reconstruction 1999 Mill & Overlay 2003 (3rd St. to 2nd St) 2004 (2nd St to Marie Ave)
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One hydrant should be replaced.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Four manhole castings should be replaced. Miscellaneous tuckpoint repairs are needed for some of the manholes.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole casting and six catch basin castings should be replaced. Miscellaneous tuckpoint repairs are needed for some of the catch basins.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$69,715
Municipal State Aid Fund:		\$0
Water Fund:		\$6,530
Sanitary Sewer Fund:		\$5,840
Storm Sewer Fund:		\$10,143
Assessments	2503 feet @ \$17.30 /ft	\$43,302
CIP:		\$3,900

**2016-005C**  
**2nd St. South**  
**From 21st Ave. South to 23rd Ave. South**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	8
<b>Year Street Last Rehabilitated:</b>	1973 Total Street Reconstruction 1999 Mill & Overlay 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole casting should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole manhole casting should be replaced. Miscellaneous tuckpoint repairs are needed for some of the catch basins.
<b>Other:</b>	This is a side street for the 8 residents that abut the roadway. As per the City's assessment policy, these properties are not assessed
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$29,883
Municipal State Aid Fund:		\$0
Water Fund:		\$3,237
Sanitary Sewer Fund:		\$2,920
Storm Sewer Fund:		\$0
Assessments	0 feet @ \$17.30 /ft	\$0
CIP:		\$23,726

**2016-005D**  
**3rd St. North**  
**From 21st Ave. North to Reid Lane**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	17
<b>Year Street Last Rehabilitated:</b>	1968 Total Street Reconstruction 1999 Mill & Overlay 2004 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two catch basin castings should be replaced.
<b>Other:</b>	This is a Municipal State Aid (MSA) street segment and is eligible for MSA funding. As per the City's assessment policy, the properties along this segment are assessed as if it were a typical non-MSA street.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$32,430
Municipal State Aid Fund:		\$32,430
Water Fund:		\$0
Sanitary Sewer Fund:		\$2,920
Storm Sewer Fund:		\$4,215
Assessments	1126 feet @ \$17.30 /ft	\$19,480
CIP:		(\$26,614)

**2016-005E**  
**Burma Lane**  
**From 21st Ave. North to Reid Lane**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	11
<b>Year Street Last Rehabilitated:</b>	1996 Total Street Reconstruction 2007 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One catch basin and casting and 10 feet of storm sewer should be replaced.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$25,255
Municipal State Aid Fund:		\$0
Water Fund:		\$0
Sanitary Sewer Fund:		\$0
Storm Sewer Fund:		\$8,391
Assessments	750 feet @ \$17.30 /ft	\$12,975
CIP:		\$3,888

**2016-005F**  
**Reid Lane**  
**From 4th St. North to 2nd St. South**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	27
<b>Year Street Last Rehabilitated:</b>	1989 Total Street Reconstruction (3rd St. to 2nd St.) 1996 Total Street Reconstruction (4th St. to 3rd St.) 2000 Seal Coat (Burma Ln to 3rd St.) 2001 Seal Coat (3rd St. to 2nd St.) 2007 Seal Coat (4th St. to Burma Ln.)
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One gate valve should be replaced.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Four manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Four catch basin castings and one catch basin and casting should be replaced.. Miscellaneous tuckpoint repairs are needed for some of the catch basins.
<b>Other:</b>	There are several larger lots & some sideyard lots along this roadway segment, thus resulting in a larger than normal Capital Improvement Plan contribution.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		<b>\$81,138</b>
Municipal State Aid Fund:		\$0
Water Fund:		\$4,775
Sanitary Sewer Fund:		\$4,380
Storm Sewer Fund:		\$17,018
Assessments	1575 feet @ \$17.30 /ft	\$27,248
CIP:		\$27,719

**2016-005G**  
**Eva Lane**  
**From 21st Ave. North to Reid Lane**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	15
<b>Year Street Last Rehabilitated:</b>	1990 Total Street Reconstruction 2000 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One hydrant should be replaced.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole should be reconstructed to match the existing grade.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$27,730
Municipal State Aid Fund:		\$0
Water Fund:		\$4,245
Sanitary Sewer Fund:		\$4,380
Storm Sewer Fund:		\$0
Assessments	916 feet @ \$17.30 /ft	\$15,847
CIP:		\$3,259

**2016-005H**  
**2nd St. North**  
**From 20th Ave. North to 21st Ave. North**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	6
<b>Year Street Last Rehabilitated:</b>	1989 Total Street Reconstruction 2000 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole casting should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One catch basin casting should be replaced. Miscellaneous tuckpoint repairs are needed for some of the catch basins.
<b>Other:</b>	There are two properties on the south side of the roadway where their sideyards abut the street. As per the City's assessment policy, these properties are not assessed.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		<b>\$16,314</b>
Municipal State Aid Fund:		\$0
Water Fund:		\$0
Sanitary Sewer Fund:		\$1,460
Storm Sewer Fund:		\$2,107
Assessments	285 feet @ \$17.30 /ft	\$4,931
CIP:		<b>\$7,816</b>

**2016-005I**  
**20th Ave. North**  
**From Wentworth Avenue to the north 250 feet**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	5
<b>Year Street Last Rehabilitated:</b>	1991 Total Street Reconstruction
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole casting should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Other:</b>	This roadway stops at the Church parking lot.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Mill and Overlay program.

<b>OVERALL PROJECT COSTS</b>		\$9,856
Municipal State Aid Fund:		\$0
Water Fund:		\$0
Sanitary Sewer Fund:		\$1,460
Storm Sewer Fund:		\$0
Assessments	465 feet @ \$17.30 /ft	\$8,045
CIP:		\$352

**2016-005J**  
**15th Ave. North**  
**From Wentworth Avenue to Thompson Avenue**

<b>Type of Improvement:</b>	Milling (1.5") and Overlay (1.75") of existing bituminous surface, miscellaneous full depth patching, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	48
<b>Year Street Last Rehabilitated:</b>	1969 Total Street Reconstruction 2000 Mill & Overlay 2005 Seal Coat
<b>Street &amp; Curb Condition:</b>	Much of the curb is in poor condition. Miscellaneous spot replacements will be needed. Asphalt has areas of minor cracking and areas of minor pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole should be reconstructed to match the existing grade.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in a future Mill & Overlay program because of the impact to the Capital Improvement Program.

<b>OVERALL PROJECT COSTS</b>		\$79,264
Municipal State Aid Fund:		\$0
Water Fund:		\$0
Sanitary Sewer Fund:		\$2,920
Storm Sewer Fund:		\$0
Assessments	2226 feet @ \$17.30 /ft	\$38,510
CIP:		\$37,834

**2016-005K**  
**17th Ave. South**  
**From Marie Avenue to Southview Boulevard**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, concrete curb and gutter removal and replacement, watermain replacement, restoration and appurtenances.
<b>Affected Owners:</b>	19
<b>Year Street Last Rehabilitated:</b>	1997 Total Street Reconstruction 2001 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, but one side of the roadway curb and all of the pavement will need to be replaced with the construction of the watermain
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that the watermain will need to be replaced due to a history of breaks and annual maintenance issues. All watermain and services to the property line will need to be removed and replaced.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole should be reconstructed to match the existing grade.
<b>Other:</b>	Based on historical records. The subgrade soils in this roadway are poor and will need to be subcut and stabilized with geotechnical fabric.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in a future Bituminous Removal and Replacement or Street Reconstruction program because of the impact to the Watermain Utility Fund.

<b>OVERALL PROJECT COSTS</b>		\$238,174
Municipal State Aid Fund:		\$0
Water Fund:		\$193,458
Sanitary Sewer Fund:		\$2,920
Storm Sewer Fund:		\$0
Assessments	1050 feet @ \$45.00 /ft	\$47,250
CIP:		(\$5,454)

**2016-005L**  
**18th Ave. South**  
**From Marie Avenue to Southview Boulevard**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, concrete curb and gutter removal and replacement, watermain replacement, restoration and appurtenances.
<b>Affected Owners:</b>	20
<b>Year Street Last Rehabilitated:</b>	1997 Total Street Reconstruction 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, but one side of the roadway curb and all of the pavement will need to be replaced with the construction of the watermain
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that the watermain will need to be replaced due to a history of breaks and annual maintenance issues. All watermain and services to the property line will need to be removed and replaced.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One manhole should be reconstructed to match the existing grade.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in a future Bituminous Removal and Replacement or Street Reconstruction program because of the impact to the Watermain Utility Fund.

<b>OVERALL PROJECT COSTS</b>		\$234,413
Municipal State Aid Fund:		\$0
Water Fund:		\$189,487
Sanitary Sewer Fund:		\$2,920
Storm Sewer Fund:		\$0
Assessments	1075 feet @ \$45.00 /ft	\$48,375
CIP:		(\$6,369)





**CITY COUNCIL AGENDA REPORT**

**DATE: February 16, 2016**

**DEPARTMENT: Engineering**

**ADMINISTRATOR: SPK**

**9-B**

**AGENDA ITEM: 2016 Street Bituminous Removal & Replacement Projects – Receive Feasibility Reports and Call for Public Hearing**

**ACTION TO BE CONSIDERED:**

Adopt Resolution 2016-28 RECEIVING FEASIBILITY REPORTS AND CALLING FOR PUBLIC HEARINGS ON 2016 STREET BITUMINOUS REMOVAL & REPLACEMENT PROJECTS. The hearing date will be March 21, 2016.

**OVERVIEW:**

On December 21, 2016, the City Council ordered the feasibility reports for Bituminous Removal & Replacement on the following streets:

2016 Bituminous Removal & Replacement

- A. 23<sup>rd</sup> Ave. So. – Marie Ave. to 3<sup>rd</sup> St. S.
- B. Anthony St. – 23<sup>rd</sup> Ave. So. to Francis St.
- C. Francis St. – 23<sup>rd</sup> Ave. S. to Anthony St.
- D. Heimel St. – 23<sup>rd</sup> Ave. So. to Kraft St.
- E. Kraft St. – Heimel St. to 23<sup>rd</sup> Ave. So.
- F. Wilde Ave. – Butler Ave. to Kaposia Park
- G. 2<sup>nd</sup> St. No. – 7<sup>th</sup> Ave. to 9<sup>th</sup> Ave.

Staff recommends proceeding with all segments. Staff will continue to refine the construction cost estimates and will provide an update at the time of the public hearing. Any modifications to the construction cost estimates will not have an impact on the assessment costs. Attached are the feasibility reports.

If a Public Hearing is called, each affected owner will be mailed a notice of the hearing along with a copy of the feasibility report. The public hearings are scheduled for March 21, 2016.

**SOURCE OF FUNDS:**

See attached feasibility reports.

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2016-28**

**RESOLUTION RECEIVING FEASIBILITY REPORTS  
AND CALLING FOR PUBLIC HEARING ON 2016-007 STREET  
BITUMINOUS REMOVAL & REPLACEMENT PROJECTS**

**WHEREAS**, pursuant to the resolutions of the City Council, adopted on December 21, 2015, a report has been prepared by the City Engineer with reference to the following improvements:

2016 Bituminous Removal & Replacement

- A. 23<sup>rd</sup> Ave. So. – Marie Ave. to 3<sup>rd</sup> St. S.
- B. Anthony St. – 23<sup>rd</sup> Ave. So. to Francis St.
- C. Francis St. – 23<sup>rd</sup> Ave. S. to Anthony St.
- D. Heimel St. – 23<sup>rd</sup> Ave. So. to Kraft St.
- E. Kraft St. – Heimel St. to 23<sup>rd</sup> Ave. So.
- F. Wilde Ave. – Butler Ave. to Kaposia Park
- G. 2<sup>nd</sup> St. No. – 7<sup>th</sup> Ave. to 9<sup>th</sup> Ave.

for bituminous removal and replacement with 2½” bituminous base course and 1¾” bituminous wear course, miscellaneous concrete curb and gutter removal and replacement, miscellaneous concrete sidewalk removal and replacement, miscellaneous subgrade correction, miscellaneous watermain, sanitary sewer & storm sewer upgrades, restoration and appurtenances, and this report was received by the City Council on February 16, 2016.

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

1. The City Council will consider the improvements for 2016-007A-G, in accordance with the report and the assessments of abutting property to allow a portion of the costs of the improvements pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvements of \$815,937.
2. Public hearings shall be held on such proposed improvements on the 21<sup>st</sup> day of March, 2016, in the Council Chambers of the Municipal Building at 7:15 p.m., and the City Clerk shall give mailed and published notice of such hearings and improvements as required by law.

Adopted this 16<sup>th</sup> day of February, 2016.

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City Clerk

**2016 MILL & OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

2016 Mill & Overlay Assessment Rate: \$17.30

2016 Bituminous Removal and Replacement Assessment Rate: \$45.00

**2016 MILL & OVERLAY PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-005A	21st Ave. South from 3rd St. South to 2nd St. South	35	\$ 38,773	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	835	\$ 17.30	\$ 14,446	\$ 1,814
2016-005B	22nd Ave. South from Marie Avenue to 3rd St. South	60	\$ 69,715	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	2,503	\$ 17.30	\$ 43,302	\$ 3,900
2016-005C	2nd St. South from 21st Ave. South to 23rd Ave. South	8	\$ 29,883	\$ -	\$ 3,237	\$ 2,920	\$ -	0	\$ 17.30	\$ -	\$ 23,726
2016-005D	3rd St. North from 21st Ave. North to Reid Lane	17	\$ 32,430	\$ 32,430	\$ -	\$ 2,920	\$ 4,215	1,126	\$ 17.30	\$ 19,480	\$ (26,614)
2016-005E	Burma Lane from 21st Ave. North to Reid Lane	11	\$ 25,255	\$ -	\$ -	\$ -	\$ 8,391	750	\$ 17.30	\$ 12,975	\$ 3,888
2016-005F	Reid Lane from 4th St. North to 2nd St. South	27	\$ 81,138	\$ -	\$ 4,775	\$ 4,380	\$ 17,018	1,575	\$ 17.30	\$ 27,248	\$ 27,719
2016-005G	Eva Lane from 21st Ave. North to Reid Lane	15	\$ 27,730	\$ -	\$ 4,245	\$ 4,380	\$ -	916	\$ 17.30	\$ 15,847	\$ 3,259
2016-005H	2nd St. North from 20th Ave. North to 21st Ave. North	6	\$ 16,314	\$ -	\$ -	\$ 1,460	\$ 2,107	285	\$ 17.30	\$ 4,931	\$ 7,816
2016-005I	20th Ave. North from Wentworth Avenue to the north 250 feet	5	\$ 9,856	\$ -	\$ -	\$ 1,460	\$ -	465	\$ 17.30	\$ 8,045	\$ 352
2016-005J	15th Ave. North from Wentworth Avenue to Thompson Avenue	48	\$ 79,264	\$ -	\$ -	\$ 2,920	\$ -	2,226	\$ 17.30	\$ 38,510	\$ 37,834
2016-005K	17th Ave. South from Marie Avenue to Southview Boulevard	19	\$ 238,174	\$ -	\$ 193,458	\$ 2,920	\$ -	1,050	\$ 45.00	\$ 47,250	\$ (5,454)
2016-005L	18th Ave. South from Marie Avenue to Southview Boulevard	20	\$ 234,413	\$ -	\$ 189,487	\$ 2,920	\$ -	1,075	\$ 45.00	\$ 48,375	\$ (6,369)
<b>TOTAL ESTIMATED 2016 MILL &amp; OVERLAY PROJECTS:</b>		<b>232</b>	<b>\$ 882,946</b>	<b>\$ 32,430</b>	<b>\$ 408,263</b>	<b>\$ 37,958</b>	<b>\$ 52,017</b>	<b>12,806</b>		<b>\$ 280,406</b>	<b>\$ 71,871</b>

**2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-007A	23rd Ave. South from Marie Avenue to 3rd St South	45	\$ 157,438	\$ -	\$ 6,670	\$ 10,219	\$ 26,075	1,335	\$ 45.00	\$ 60,075	\$ 54,398
2016-007B	Anthony Street from 23rd Ave. North to Francis Street	15	\$ 188,364	\$ -	\$ 129,165	\$ 4,380	\$ -	1,101	\$ 45.00	\$ 49,545	\$ 5,274
2016-007C	Francis Street from 23rd Ave. South to Anthony Street	15	\$ 185,247	\$ -	\$ 114,867	\$ 4,380	\$ 8,391	1,107	\$ 45.00	\$ 49,815	\$ 7,793
2016-007D	Heimel Street from 23rd Ave. North to Kraft Street	16	\$ 61,144	\$ -	\$ 3,966	\$ 4,380	\$ 1,016	1,156	\$ 45.00	\$ 52,020	\$ (238)
2016-007E	Kraft Street from Heimel Street to 23rd Ave. North	15	\$ 65,618	\$ -	\$ 9,112	\$ 4,380	\$ 394	1,107	\$ 45.00	\$ 49,815	\$ 1,918
2016-007F	Wilde Avenue from Butler Avenue to Kaposia Park	0	\$ 108,367	\$ -	\$ 1,574	\$ -	\$ 6,855	0	\$ 45.00	\$ -	\$ 99,938
2016-007G	2nd St. North from 7th Avenue to 9th Avenue	10	\$ 49,760	\$ -	\$ 508	\$ 2,920	\$ -	778	\$ 45.00	\$ 35,010	\$ 11,322
<b>TOTAL ESTIMATED 2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>116</b>	<b>\$ 815,937</b>	<b>\$ -</b>	<b>\$ 265,863</b>	<b>\$ 30,658</b>	<b>\$ 42,731</b>	<b>6,584</b>		<b>\$ 296,280</b>	<b>\$ 180,405</b>

<b>TOTAL ESTIMATED 2016 MILL &amp; OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>348</b>	<b>\$ 1,698,883</b>	<b>\$ 32,430</b>	<b>\$ 674,126</b>	<b>\$ 68,617</b>	<b>\$ 94,748</b>	<b>19,390</b>		<b>\$ 576,686</b>	<b>\$ 252,276</b>
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**RECOMMENDED 2016 MILL & OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

2016 Mill & Overlay Assessment Rate: \$17.30

2016 Bituminous Removal and Replacement Assessment Rate: \$45.00

**RECOMMENDED 2016 MILL & OVERLAY PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-005A	21st Ave. South from 3rd St. South to 2nd St. South	35	\$ 38,773	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	835	\$ 17.30	\$ 14,446	\$ 1,814
2016-005B	22nd Ave. South from Marie Avenue to 3rd St. South	60	\$ 69,715	\$ -	\$ 6,530	\$ 5,840	\$ 10,143	2,503	\$ 17.30	\$ 43,302	\$ 3,900
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2016-005D	3rd St. North from 21st Ave. North to Reid Lane	17	\$ 32,430	\$ 32,430	\$ -	\$ 2,920	\$ 4,215	1,126	\$ 17.30	\$ 19,480	\$ (26,614)
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2016-005G	Eva Lane from 21st Ave. North to Reid Lane	15	\$ 27,730	\$ -	\$ 4,245	\$ 4,380	\$ -	916	\$ 17.30	\$ 15,847	\$ 3,259
2016-005H	2nd St. North from 20th Ave. North to 21st Ave. North	6	\$ 16,314	\$ -	\$ -	\$ 1,460	\$ 2,107	285	\$ 17.30	\$ 4,931	\$ 7,816
2016-005I	20th Ave. North from Wentworth Avenue to the north 250 feet	5	\$ 9,856	\$ -	\$ -	\$ 1,460	\$ -	465	\$ 17.30	\$ 8,045	\$ 352
2016-005J	15th Ave. North from Wentworth Avenue to Thompson Avenue		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
2016-005K	17th Ave. South from Marie Avenue to Southview Boulevard		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
2016-005L	18th Ave. South from Marie Avenue to Southview Boulevard		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
<b>TOTAL ESTIMATED RECOMMENDED 2016 MILL &amp; OVERLAY PROJECTS:</b>		<b>184</b>	<b>\$ 331,095</b>	<b>\$ 32,430</b>	<b>\$ 25,317</b>	<b>\$ 29,199</b>	<b>\$ 52,017</b>	<b>8,455</b>		<b>\$ 146,272</b>	<b>\$ 45,860</b>

**RECOMMENDED 2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS**

Project No.	Project Description	No. of Affected Owners	Overall Project Costs	Municipal State Aid Funds	Water Fund	Sanitary Sewer Fund	Storm Sewer Fund	Assessable Footage	Assessment Rate	Total Assessments	CIP
2016-007A	23rd Ave. South from Marie Avenue to 3rd St South	45	\$ 157,438	\$ -	\$ 6,670	\$ 10,219	\$ 26,075	1,335	\$ 45.00	\$ 60,075	\$ 54,398
2016-007B	Anthony Street from 23rd Ave. North to Francis Street	15	\$ 188,364	\$ -	\$ 129,165	\$ 4,380	\$ -	1,101	\$ 45.00	\$ 49,545	\$ 5,274
2016-007C	Francis Street from 23rd Ave. South to Anthony Street	15	\$ 185,247	\$ -	\$ 114,867	\$ 4,380	\$ 8,391	1,107	\$ 45.00	\$ 49,815	\$ 7,793
2016-007D	Heimel Street from 23rd Ave. North to Kraft Street	16	\$ 61,144	\$ -	\$ 3,966	\$ 4,380	\$ 1,016	1,156	\$ 45.00	\$ 52,020	\$ (238)
2016-007E	Kraft Street from Heimel Street to 23rd Ave. North	15	\$ 65,618	\$ -	\$ 9,112	\$ 4,380	\$ 394	1,107	\$ 45.00	\$ 49,815	\$ 1,918
2016-007F	Wilde Avenue from Butler Avenue to Kaposia Park	1	\$ 108,367	\$ -	\$ 1,574	\$ -	\$ 6,855	0	\$ 45.00	\$ -	\$ 99,938
2016-007G	2nd St. North from 7th Avenue to 9th Avenue	10	\$ 49,760	\$ -	\$ 508	\$ 2,920	\$ -	778	\$ 45.00	\$ 35,010	\$ 11,322
<b>TOTAL ESTIMATED RECOMMENDED 2016 BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>117</b>	<b>\$ 815,937</b>	<b>\$ -</b>	<b>\$ 265,863</b>	<b>\$ 30,658</b>	<b>\$ 42,731</b>	<b>6,584</b>		<b>\$ 296,280</b>	<b>\$ 180,405</b>

<b>TOTAL ESTIMATED RECOMMENDED 2016 MILL &amp; OVERLAY AND BITUMINOUS REMOVAL AND REPLACEMENT PROJECTS:</b>		<b>301</b>	<b>\$ 1,147,032</b>	<b>\$ 32,430</b>	<b>\$ 291,180</b>	<b>\$ 59,857</b>	<b>\$ 94,748</b>	<b>15,039</b>		<b>\$ 442,552</b>	<b>\$ 226,265</b>
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**2016-007A**  
**23rd Ave. South**  
**From Marie Avenue to 3rd St South**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	45
<b>Year Street Last Rehabilitated:</b>	1967 Total Street Reconstructcion 1999 Mill & Overlay 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, asphalt has areas of major cracking and areas of pavement distress. Some minor areas of curb repairs.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two hydrants and one gate valve should be replaced and three gate valves should be adjusted.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Seven manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Five catch basin castings, two catch basins and 30 feet of storm sewer should be replaced.
<b>Other:</b>	Eight of the properties have sideyards with bigger lots that abut the street. A total of 16 townhomes access 23rd Ave. South from a private street.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		<b>\$157,438</b>
Municipal State Aid Fund:		\$0
Water Fund:		\$6,670
Sanitary Sewer Fund:		\$10,219
Storm Sewer Fund:		\$26,075
Assessments	1335 feet @ \$45.00 /ft	\$60,075
CIP:		\$54,398

**2016-007B**  
**Anthony Street**  
**From 23rd Ave. North to Francis Street**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	15
<b>Year Street Last Rehabilitated:</b>	1974 Total Street Reconstruction 1999 Mill & Overlay 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, asphalt has areas of major cracking and areas of pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that a portion of the watermain will need to be replaced due to a history of breaks and annual maintenance issues. Approximately 260 feet of watermain replacement at the west end of the loop street will need to be replaced. All watermain services to the property line and two hydrants replaced and two gate valves adjusted.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Three manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		\$188,364
Municipal State Aid Fund:		\$0
Water Fund:		\$129,165
Sanitary Sewer Fund:		\$4,380
Storm Sewer Fund:		\$0
Assessments	1101 feet @ \$45.00 /ft	\$49,545
CIP:		\$5,274

**2016-007C**  
**Francis Street**  
**From 23rd Ave. South to Anthony Street**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	15
<b>Year Street Last Rehabilitated:</b>	1974 Total Street Reconstruction 1999 Mill & Overlay 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, asphalt has areas of major cracking and areas of pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that a portion of the watermain will need to be replaced due to a history of breaks and annual maintenance issues. Approximately 260 feet of watermain replacement at the west end of the loop street will need to be replaced. All watermain services to the property line and three hydrants should be replaced and two gate valves adjusted.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Three manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One catch basin and 10 feet of storm sewer should be replaced.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		<b>\$185,247</b>
Municipal State Aid Fund:		\$0
Water Fund:		\$114,867
Sanitary Sewer Fund:		\$4,380
Storm Sewer Fund:		\$8,391
Assessments	1107 feet @ \$45.00 /ft	\$49,815
CIP:		\$7,793

**2016-007D**  
**Heimel Street**  
**From 23rd Ave. North to Kraft Street**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	16
<b>Year Street Last Rehabilitated:</b>	1974 Total Street Reconstruction 1999 Mill & Overlay 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, asphalt has areas of major cracking and areas of pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One hydrant should be replaced and two gate valves should be adjusted.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Three manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		\$61,144
Municipal State Aid Fund:		\$0
Water Fund:		\$3,966
Sanitary Sewer Fund:		\$4,380
Storm Sewer Fund:		\$1,016
Assessments	1156 feet @ \$45.00 /ft	\$52,020
CIP:		(\$238)

**2016-007E**  
**Kraft Street**  
**From Heimel Street to 23rd Ave. North**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	15
<b>Year Street Last Rehabilitated:</b>	1974 Total Street Reconstruction 1999 Mill & Overlay 2003 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, asphalt has areas of major cracking and areas of pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. One hydrant should be replaced and two gate valves should be adjusted.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Three manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Other:</b>	No special issues were noted on this street segment.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		\$65,618
Municipal State Aid Fund:		\$0
Water Fund:		\$9,112
Sanitary Sewer Fund:		\$4,380
Storm Sewer Fund:		\$394
Assessments	1107 feet @ \$45.00 /ft	\$49,815
CIP:		\$1,918

**2016-007F**  
**Wilde Avenue**  
**From Butler Avenue to Kaposia Park**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	0
<b>Year Street Last Rehabilitated:</b>	1992 Total Street Reconstruction 2002 Seal Coat
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition, asphalt has areas of major cracking and areas of pavement distress.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Four manhole casting should be replaced.
<b>Other:</b>	Wilde Avenue is a parking lot entrance to Kaposia Park. No properties have access to the roadway. Per the City's assessment policy, no properties are assessed.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		\$108,367
Municipal State Aid Fund:		\$0
Water Fund:		\$1,574
Sanitary Sewer Fund:		\$0
Storm Sewer Fund:		\$6,855
Assessments	0 feet @ \$45.00 /ft	\$0
CIP:		\$99,938

**2016-007G**  
**2nd St. North**  
**From 7th Avenue to 9th Avenue**

<b>Type of Improvement:</b>	4" of Bituminous removal and replacement of existing bituminous surface, miscellaneous concrete curb and gutter removal and replacement, miscellaneous utility upgrades, restoration and appurtenances.
<b>Affected Owners:</b>	10
<b>Year Street Last Rehabilitated:</b>	1989 Total Street Reconstruction
<b>Street &amp; Curb Condition:</b>	Curbing is in good condition overall, asphalt has areas of major cracking and areas of pavement distress. Some minor areas of curb repairs.
<b>Watermain:</b>	The watermain along this segment was inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Sanitary Sewer:</b>	The sanitary sewer and manholes along this segment was inspected by the maintenance department and it was determined that no major repairs are necessary at this time. Two manhole castings should be replaced.
<b>Storm Sewer:</b>	The storm sewer, catch basins and manholes were inspected by the maintenance department and it was determined that no repairs are necessary at this time.
<b>Other:</b>	One property sideyard abuts the roadway segment. Per the City's assessment policy, these properties are not assessed.
<b>Summary &amp; Recommendation:</b>	Staff recommends that this street be included in the 2016 Bituminous Removal and Replacement program.

<b>OVERALL PROJECT COSTS</b>		\$49,760
Municipal State Aid Fund:		\$0
Water Fund:		\$508
Sanitary Sewer Fund:		\$2,920
Storm Sewer Fund:		\$0
Assessments	778 feet @ \$45.00 /ft	\$35,010
CIP:		\$11,322

# 2016-005 & 007 M & O/BRR PROJECTS

Mill & Overlay Project (M & O)  
Bituminous Removal & Replacement Project (BRR)

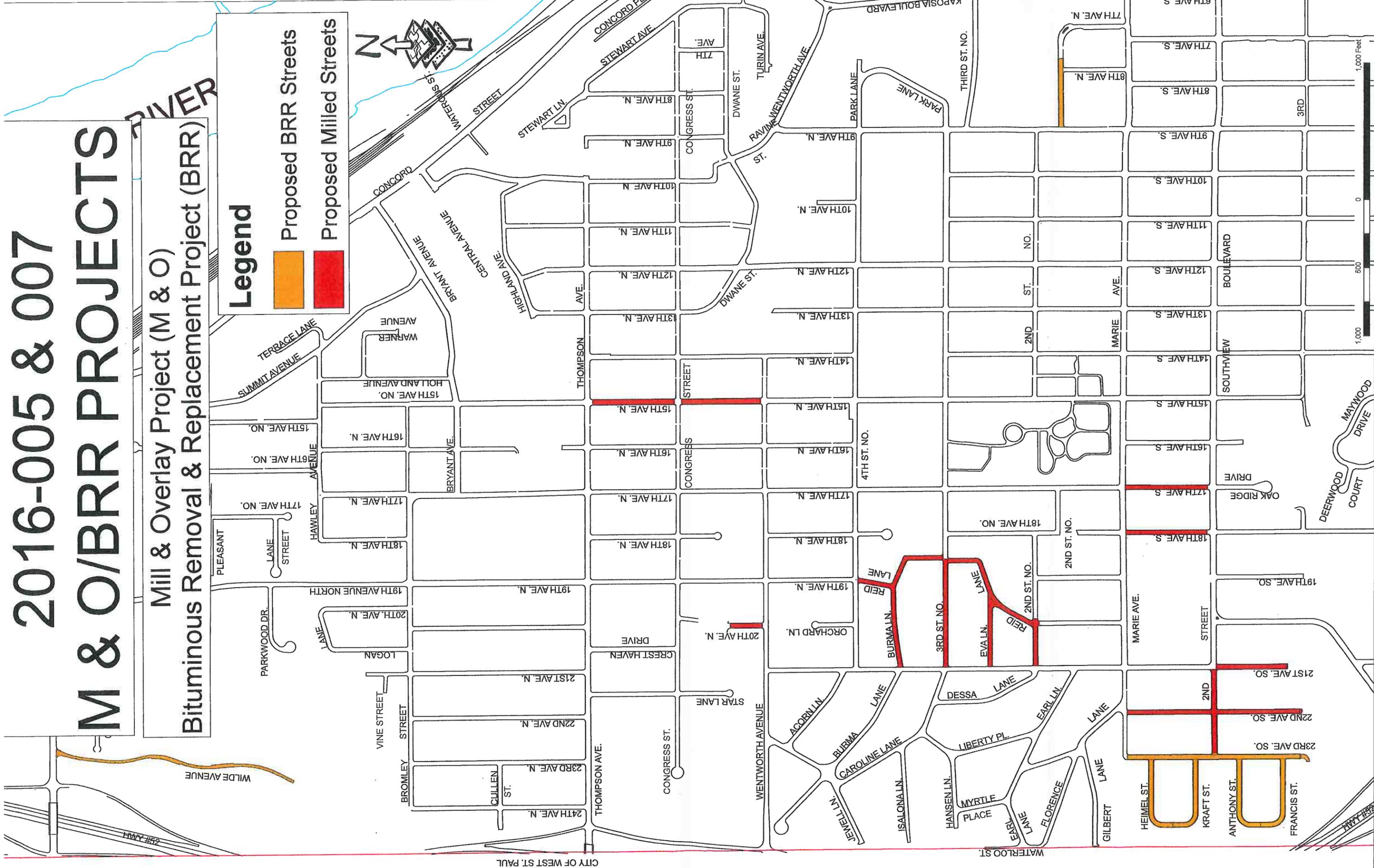
## Legend



Proposed BRR Streets



Proposed Milled Streets





City of South St. Paul  
Dakota County, Minnesota

**ORDINANCE NO. 1301**

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

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 15 Article I Section 15-9 regarding animals is hereby amended as follows:

**Sec. 15-9. Keeping of Certain Animals Permitted.**

- (a) Keeping of chickens on urban residential lots.
  - (1) License required. No person shall keep chickens on any residentially zoned property within the city without first obtaining a license from the city. The keeping of chickens on a residential property shall be limited to single family lots.
  - (2) Application. An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
    - a. The name and address of the owner(s) where the chickens will be kept;
    - b. The number of chickens to be kept on the property;
    - c. A scaled site plan or property survey showing the proposed location of the building and enclosed outdoor area to house the chickens on the subject property along with the dimensions of the building and enclosure;
    - d. A drawing or picture of the proposed building to house the chickens along with a list of the exterior materials for the building;
    - e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.
- (b) Consent from surrounding property owners. The applicant shall be required to obtain consent from 75 percent of the abutting property owners on a form provided by the city clerk. The city will notify abutting property owners of the pending application.
- (c) Granting issuance of license. The city clerk may administratively grant a new or renewal license under this subsection provided all of the following have been met:
  - (1) All required submittal information is submitted and complete.
  - (2) Appropriate fee is paid.

- (3) The application filed demonstrates compliance with the requirements of this subsection and any other applicable regulations of this code.
  - (4) At least 75 percent of the abutting property owners have consented in writing.
  - (5) The applicant has had no more than two property maintenance violations within the preceding 12-month period.
  - (6) A maximum of 20 licenses may be issued.
- (d) Reserved.
- (e) Standards. Any person keeping chickens in residential areas of the city as noted in this section, shall comply with the following:
- (1) No person shall keep more than four total hen chickens on the property that is one-half acre or less. No person shall keep more than eight total hen chickens on a property that is larger than one-half acre.
  - (2) No person shall keep roosters or adult male chickens on the property.
  - (3) The slaughter of chickens on residentially used or zoned properties is prohibited.
  - (4) The owner of the chickens shall live in the dwelling on the property.
  - (5) The raising of chickens for breeding purposes is prohibited.
  - (6) Chickens more than four months old shall not be kept inside the dwelling.
  - (7) Raising of chickens shall not be for commercial purposes and there shall be no selling of eggs on the premises.
- (f) Shelter and enclosure requirements. Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times and provide them a building to shelter the chickens and an enclosed outdoor area. Buildings to house the chickens and enclosed outdoor areas for the chickens shall comply with the following standards:
- (1) Only one building to house the chickens and one enclosed outdoor area shall be allowed per lot.
  - (2) No building to house the chickens or enclosed outdoor area to contain the chickens shall be constructed on a lot prior to the time of occupancy of the principal structure.
  - (3) Buildings to house the chickens and enclosed outdoor areas for the chickens shall not be located in the front or side yards and shall not be placed within any drainage and utility easements.
  - (4) Any building to house chickens and enclosed outdoor area for the chickens shall be set back at least 25 feet from any principal structure on an adjacent lot and ten feet from all property lines.
  - (5) Any buildings to house the chickens and enclosed outdoor areas must be consistent with applicable zoning codes.

- a. Exterior materials for the building to house the chickens shall be consistent with the requirements for accessory buildings; in particular they must have finished exterior surfaces (painted, stained, sealed, etc.)
  - b. The maximum height for a building to house the chickens is 12 feet from ground to the peak of the roof.
  - c. The maximum size for the building to house the chickens is 120 square feet.
  - d. A floor is not required for a building housing the chickens.
  - e. Fencing for the enclosed outdoor area for the chickens may utilize poultry netting fence. Fencing may be galvanized or earth tone but shall not be bright colors and in no case can the fence be electrified. Fencing for the enclosed outdoor area should be six feet high to better protect the chickens from predators.
- (6) Chickens shall be provided a secure well ventilated roofed structure in compliance with applicable zoning codes.
  - (7) The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.
  - (8) Chickens shall be contained within the building to house the chickens or the enclosed outdoor area for the chickens at all times.
  - (9) The enclosed outdoor area shall be well drained so there is no accumulation of moisture.
  - (10) If the license to have chickens is not renewed the building to house the chickens does not need to be removed provided the building meets the accessory building requirements (including the maximum number of accessory buildings).
- (g) License modification. The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten days after the mailing of a written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten days after receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.
  - (h) Duration of license. A license to keep chickens shall be issued for a period of two years beginning January 1 and terminating on December 31. Applications for a renewal license must be made at least 60 days prior to its expiration.
  - (i) Conditions/maintenance and inspections. No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors to be carried to adjacent public or private property. Any building to house chickens or enclosed outdoor area for the chickens authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.
  - (j) Revocation of license. A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in this code.

(k) Penalty. Violation of this section shall be addressed through the administrative citation process.

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:

An ordinance allowing raising of up to eight hen chickens (no roosters) on an owner-occupied single-family residential lot larger than one-half acre and amending language regarding the type of fencing allowed for buildings to house the chickens and enclosed outdoor areas for the chickens.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in force upon its adoption and publication.

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**MINUTES OF MEETING  
SOUTH ST. PAUL PLANNING COMMISSION  
January 6, 2016**

MEETING CALLED TO ORDER BY COMMISSIONER JOHN ROSS AT 7:00 P.M.

Present:	John Ross	Absent:
	Ryan Briese	
	Jason Pacht	
	Timothy Felton	
	Justin Humenik	
	Ruth Krueger	
	Stephanie Yendell	
	Peter Hellegers, City Planner	

- 1) APPROVAL OF AGENDA – approval as presented – Yendell/Pacht (7-0)
- 2) APPROVAL OF MINUTES for November 4, 2015 – Briese/Yendell (7-0)
- 3) NEW BUSINESS

A. Bonfe Site Plan Review (475 Hardman Ave S): A Site Plan Review for a 40,000 sq. ft. office/warehouse building.

The applicant is looking to locate to a larger building that would accommodate the growing needs of the business.

Recommendation for approval as submitted – Pacht/Felton (7-0)

4) PUBLIC HEARINGS

A. Sign Variance – Doug Woog Arena (141 6<sup>th</sup> St S): Consider variances to allow for larger individual signage and more signage area for the entire property.

Signage is desired for more visibility from 6<sup>th</sup> Street and because of the topography, the proposed signage should not impact the adjacent neighborhood.

Motion to approve as presented – Krueger/Felton (7-0)

B. Amendment to Backyard Chicken Ordinance: Consider an amendment to regulations for chickens on residential properties to allow more chickens for larger properties.

Flexibility is requested for larger lots over a ½ acre in size to have 4 more hens bringing the total to 8 hens if desired. The size of the coop and it's requirements should not be affected.

Chad Schlemmer, 764 Holland Ave., was present to discuss the need for more chickens. 4 hens may not be sufficient to produce the desired number of eggs to feed a family. All of his neighbors are aware that they have chickens and would like more.

Motion to approve as presented – Yendell/Humenik (5-2 Felton, Pachi)

C. Amendment to R-2 Zoning District: Consider an amendment to the regulations that would remove “pre-1967” language from conversion of a unit.

This language was designed for the time that it was included in the code and does not serve a purpose for today’s fully developed community. It was designed to protect properties that had been recently platted. It will clean it up so it is less confusing and call attention to the building code requirements.

Motion to approve as presented – Briese/Humenik (7-0)

D. New Mixed-Use Zoning for Southview Hill: Consider an ordinance that would create a new Mixed-Use zoning district for the Southview Hill Area.

The Southview Hill recommended land use study was completed in 2014. The draft Mixed - Use zoning district language is based on this study and that is what is being considered at this time. The proposed “MU3” district shares a lot of the same requirements and design standards as the CGMU district and gives leverage for development opportunities in the Southview/Marie central area.

There was some discussion as it pertains to multi-family uses and their standards and the ability to also favor a central business district.

Motion to continue discussion to the February meeting – Felton/Briese (7-0)

## 5) OTHER BUSINESS

A. A new business ribbon cutting – Royal Pet in the Bridgepoint Business Park is Thursday at 2:00.

Motion to adjourn – Pachi/Krueger

Planning Commission Meeting Date:  <b>Wednesday, January 6, 2016</b>	 <b>City of South St. Paul Planning Commission Report</b>	PC Agenda Item:  <b>4.B</b>
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<b>Project Name:</b>	Backyard Chicken Ordinance Amendment
<b>Request:</b>	Consider an ordinance amending the regulations for backyard chickens
<b>Proceeding:</b>	<ul style="list-style-type: none"> <li>▪ Public Hearing</li> <li>▪ Planning Commission Resolution (Recommendation to City Council)</li> </ul>
<b>City Council Meeting Date(s):</b>	City Council –1 <sup>st</sup> Reading – January 19, 2016 (tentative) City Council – 2 <sup>nd</sup> Reading – February 16, 2016 (tentative)
<b>Exhibits:</b>	A. PC Resolution 2016-01 – Backyard Chicken Amendment B. Proposed amendments to the Backyard Chicken Regulations

**Request**

Review the attached draft ordinance regarding minimum building size for the Industrial zoning district. Conduct the public hearing for the draft ordinance and provide a recommendation to the City Council. Staff has prepared Planning Commission Resolution 2016-01 which would recommend that the City Council adopt the proposed ordinance.

**What Would the Proposed Ordinance Do?**

The proposed amendment would:

- Allow additional chickens for lots over one-half acre in size.
- Clarify that poultry fencing should be galvanized or earth tone and must not be electrified.

**Why Should the City Take This Action?**

The City Council heard a request from a resident at their November 4<sup>th</sup> meeting that asked for this change. The concern is that the restriction to 4 chickens does not allow for adequate egg production to provide for a family and that with a larger lot there should be some flexibility to have more hens.

Allowing a larger property to have more hens would be consistent with practice for other animal regulations such as dogs, where 2 are allowed on a 5,000 square foot lot (40 ft.) and larger lots are allowed to have 3 dogs. Additionally, the change would allow

homeowners with larger lots some additional flexibility but as lots of that size are less common it would not impact most other property owners.

The current code language states that poultry netting may be used but one question that came up was whether colored plastic netting fence (i.e. snow fence) may be used. While snow fence is not listed as a permitted type of fence the City has allowed plastic deer fence for community gardens. Allowing galvanized or earth toned colored poultry netting would serve the backyard chicken license holders but should minimize potential aesthetic impacts on adjacent properties. The City Code currently states that electrified fence is not permitted so the reference here is just to reiterate that electrified poultry netting is not permitted either.

### **Process / Timeline**

Process – The Planning Commission will hold the public hearing, make a recommendation, and the ordinance amendment would be forwarded to the City Council to be considered at two readings of the ordinance.

Timeline - The first reading for this item would be at the January 19<sup>th</sup> City Council meeting and the 2<sup>nd</sup> reading, would be scheduled for the February 16<sup>th</sup> City Council meeting. If approved by the Council the ordinance would be in effect from the date of adoption.

### **Staff Recommendation**

Open the public hearing and discuss the proposed ordinance. Staff recommends approval of PC Resolution No. 2016-01 which would recommend approval of the ordinance amending the backyard chicken regulations.

Respectfully Submitted,

*Peter Hellegers*

Peter Hellegers, City Planner

A

City of South St. Paul  
Dakota County, Minnesota

**PLANNING COMMISSION  
RESOLUTION NUMBER 2016-01**

**RECOMMENDING APPROVAL OF AN AMENDMENT TO  
SECTION 15-9 OF THE CITY CODE REGARDING  
BACKYARD CHICKEN REGULATIONS**

**WHEREAS**, the City Code establishes certain standards for the keeping of backyard chickens on residential lots within the city; and

**WHEREAS**, the current regulations allow 4 hens regardless of the size of the property; and

**WHEREAS**, the proposed code amendments would allow properties larger than one-half acre (21,780 square feet) to have up to 4 additional hens; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed resolution at their January 6, 2016 meeting; and

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

1. Approval of An Amendment to Section 15-9 of the City Code, regarding Backyard Chicken regulations

Adopted this 6<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
City Planner

**Sec. 15-9. - Backyard chicken regulations.**

- (a) Keeping of chickens on urban residential lots.
- (1) License required. No person shall keep chickens on any residentially zoned property within the city without first obtaining a license from the city. The keeping of chickens on a residential property shall be limited to single family lots.
  - (2) Application. An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
    - a. The name and address of the owner(s) where the chickens will be kept;
    - b. The number of chickens to be kept on the property;
    - c. A scaled site plan or property survey showing the proposed location of the building and enclosed outdoor area to house the chickens on the subject property along with the dimensions of the building and enclosure;
    - d. A drawing or picture of the proposed building to house the chickens along with a list of the exterior materials for the building;
    - e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.
- (b) Consent from surrounding property owners. The applicant shall be required to obtain consent from 75 percent of the abutting property owners on a form provided by the city clerk. The city will notify abutting property owners of the pending application.
- (c) Granting issuance of license. The city clerk may administratively grant a new or renewal license under this subsection provided all of the following have been met:
- (1) All required submittal information is submitted and complete.
  - (2) Appropriate fee is paid.
  - (3) The application filed demonstrates compliance with the requirements of this subsection and any other applicable regulations of this code.
  - (4) At least 75 percent of the abutting property owners have consented in writing.
  - (5) The applicant has had no more than two property maintenance violations within the preceding 12-month period.
  - (6) A maximum of 20 licenses may be issued.
- (d) Reserved.
- (e) Standards. Any person keeping chickens in residential areas of the city as noted in this section, shall comply with the following:
- (1) No person shall keep more than four total hen chickens on the property that is one-half acre or less. No person shall keep more than eight total hen chickens on a property that is larger than one-half acre.
  - (2) No person shall keep roosters or adult male chickens on the property.
  - (3) The slaughter of chickens on residentially used or zoned properties is prohibited.
  - (4) The owner of the chickens shall live in the dwelling on the property.
  - (5) The raising of chickens for breeding purposes is prohibited.
  - (6) Chickens more than four months old shall not be kept inside the dwelling.

- (7) Raising of chickens shall not be for commercial purposes and there shall be no selling of eggs on the premises.
- (f) Shelter and enclosure requirements. Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times and provide them a building to shelter the chickens and an enclosed outdoor area. Buildings to house the chickens and enclosed outdoor areas for the chickens shall comply with the following standards:
- (1) Only one building to house the chickens and one enclosed outdoor area shall be allowed per lot.
  - (2) No building to house the chickens or enclosed outdoor area to contain the chickens shall be constructed on a lot prior to the time of occupancy of the principal structure.
  - (3) Buildings to house the chickens and enclosed outdoor areas for the chickens shall not be located in the front or side yards and shall not be placed within any drainage and utility easements.
  - (4) Any building to house chickens and enclosed outdoor area for the chickens shall be set back at least 25 feet from any principal structure on an adjacent lot and ten feet from all property lines.
  - (5) Any buildings to house the chickens and enclosed outdoor areas must be consistent with applicable zoning codes.
    - a. Exterior materials for the building to house the chickens shall be consistent with the requirements for accessory buildings; in particular they must have finished exterior surfaces (painted, stained, sealed, etc.)
    - b. The maximum height for a building to house the chickens is 12 feet from ground to the peak of the roof.
    - c. The maximum size for the building to house the chickens is 120 square feet.
    - d. A floor is not required for a building housing the chickens.
    - e. Fencing for the enclosed outdoor area for the chickens may utilize poultry netting fence. Fencing may be galvanized or earth tone but shall not be bright colors and in no case can the fence be electrified. Fencing for the enclosed outdoor area should be six feet high to better protect the chickens from predators.
  - (6) Chickens shall be provided a secure well ventilated roofed structure in compliance with applicable zoning codes.
  - (7) The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.
  - (8) Chickens shall be contained within the building to house the chickens or the enclosed outdoor area for the chickens at all times.
  - (9) The enclosed outdoor area shall be well drained so there is no accumulation of moisture.
  - (10) If the license to have chickens is not renewed the building to house the chickens does not need to be removed provided the building meets the accessory building requirements (including the maximum number of accessory buildings).
- (g) License modification. The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten days after the mailing of a written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten days after receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.
- (h) Duration of license. A license to keep chickens shall be issued for a period of two years beginning January 1 and terminating on December 31. Applications for a renewal license must be made at least 60 days prior to its expiration.
- (i) Conditions/maintenance and inspections. No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition or to permit the premises to be in such condition that noxious odors to

be carried to adjacent public or private property. Any building to house chickens or enclosed outdoor area for the chickens authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.

- (j) Revocation of license. A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in this code.
- (k) Penalty. Violation of this section shall be addressed through the administrative citation process.

(Ord. No. 1297, § 1, 4-20-2015)



## CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 16, 2016

DEPARTMENT: Community Development / Planning

ADMINISTRATOR: JPK

10-B

### AGENDA ITEM: Second Reading – R-2 Zoning Amendment

#### **ACTION TO BE CONSIDERED:**

Consider adoption of an amendment to the R-2: Single and Two Family Zoning District which would remove certain language regarding duplex units in the R-2 Zoning District.

#### **OVERVIEW:**

The proposed amendment would eliminate language which allows a smaller minimum lot size for developing new two-family dwellings on a lot platted prior to 1967. The amendment would also add language on two requirements from the Minnesota State Building Code requiring fire separation and no air exchanges between units.

The City Council recently discussed rental licensing and a proposed rental density ordinance and as part of that discussion the “pre-1967” language came into consideration. The language was put into code more than 40 years ago with the intent that it would provide some flexibility for lots that had platted just a few years before the change in minimum lot size requirements. Since the city is fully developed and lots platted prior to 1967 would’ve long ago been developed as well, the pre-1967 language should be removed to simplify the language on the minimum size of a lot for a two-family dwelling.

Existing two-family dwellings on lots smaller than the minimum size would be considered legal non-conforming (“grandfathered”) and would be able to continue as they are today. Additionally, the change should not impact conversion of single family homes into duplex units as those would’ve already been required to meet the larger lot size requirement.

The Minnesota State Building Code currently requires fire separation and does not allow air exchanges between units so inserting this language in the zoning code is really just reiterating existing requirements to ensure better awareness.

The first reading of this ordinance amendment was held at the January 19, 2016 City Council meeting.

#### **PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission reviewed the case at their January 6, 2016 meeting and at the conclusion of the discussion the Commissioners voted to recommend approval of the ordinance amendment (7-0).

#### **STAFF RECOMMENDATION:**

Staff recommends adoption of the proposed ordinance amendment.

**60-DAY REVIEW DEADLINE:** N/A

**SOURCE OF FUNDS:** N/A

City of South St. Paul  
Dakota County, Minnesota

**ORDINANCE NO. 1302**

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

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 118 Article IV, Division I, Section 118-122 regarding the R-2, Single and Two-family Residence District is hereby amended as follows:

**Sec. 118-122. R-2, Single and Two-Family Residence District.**

- (a) Permitted uses. Within the R-2 district, no structure or land shall be used except for one or more of the following uses, except as otherwise permitted by this chapter:
  - (1) Principal and accessory uses permitted in the R-1 district;
  - (2) Duplex or twin home (must be in compliance with see subsection (e) of this section); and
  - (3) A PWS antenna located entirely inside a building or structure.
- (b) Uses by conditional use permit. Within the R-2 district, the following uses shall be by conditional use permit only:
  - (1) All uses allowed by a conditional use permit in the R-1 district; and
  - (2) Home occupations as defined in this chapter.
- (c) Building height requirements. Within the R-2 district, the permitted building height, width, and area shall be as regulated in the R-1 district.
- (d) Lot requirements; single-family dwellings. The requirements shall be the same as specified in section 118-121(d) to all single-family dwellings in the R-1 district.
- (e) Lot requirements; two-family dwellings. The following minimum lot and building requirements shall apply to all two-family dwellings in the R-2 district whether the two-family homes are newly constructed or are newly created by remodeling an existing structure which was previously not a two-family dwelling:
  - (1) Lot area, width, and depth. No two-family dwelling shall be erected on a lot having less than 9,000 square feet of area and having less than 75 feet in width. ~~except that a building may be constructed on a lot platted prior to May 1, 1967, provided there is not less than 60 feet of frontage, and 7,500 square feet of area.~~
  - (2) Percent of land use. The two-family dwelling and accessory buildings on any lot shall not cover more than 35 percent of the area of the lot.

- (3) Access to unit. Each unit of the two-family dwelling shall have a separate access to the outside of the dwelling or to a common hallway or entryway.
- (4) Inspection and license. Each rental unit within a two-family dwelling shall be inspected in accordance with article VII of chapter 106 of this Code prior to occupancy.
- (5) Separate bathroom, kitchen, sleeping area. Each dwelling unit must have a separate bathroom, kitchen and sleeping area.
- (6) Miscellaneous. The requirements of section 118-121(d)(2) and (d)(4)—(6) shall apply to two-family dwellings.
- (7) Compliance with Building Code. Units shall be complaint with the requirements of the Minnesota State Building Code and Fire Code. In particular there shall be no air exchanges between units and there shall be fire separation between units.
- (f) Off-street parking, loading and unloading berths. Within the R-2 district, the provisions of article VII of this chapter shall apply.
- (g) Prohibited uses. The following uses are prohibited because they are not compatible with the purposes of the R-2 residence district: PWS towers and antennas, except as permitted under subsections (a) and (b) of this section.

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:

An ordinance removing language regarding the minimum lots size for the construction of a two-family home on a lot platted prior to 1967 and adding language that two-family units meet State Building Code and Fire Code requirements.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in force upon its adoption and publication.

Approved: \_\_\_\_\_

Published: \_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Chad Schlemmer, 764 Holland Ave., was present to discuss the need for more chickens. 4 hens may not be sufficient to produce the desired number of eggs to feed a family. All of his neighbors are aware that they have chickens and would like more.

Motion to approve as presented – Yendell/Humenik (5-2 Felton, Pacht)

C. Amendment to R-2 Zoning District: Consider an amendment to the regulations that would remove “pre-1967” language from conversion of a unit.

This language was designed for the time that it was included in the code and does not serve a purpose for today’s fully developed community. It was designed to protect properties that had been recently platted. It will clean it up so it is less confusing and call attention to the building code requirements.

Motion to approve as presented – Briese/Humenik (7-0)

D. New Mixed-Use Zoning for Southview Hill: Consider an ordinance that would create a new Mixed-Use zoning district for the Southview Hill Area.

The Southview Hill recommended land use study was completed in 2014. The draft Mixed - Use zoning district language is based on this study and that is what is being considered at this time. The proposed “MU3” district shares a lot of the same requirements and design standards as the CGMU district and gives leverage for development opportunities in the Southview/Marie central area.

There was some discussion as it pertains to multi-family uses and their standards and the ability to also favor a central business district.

Motion to continue discussion to the February meeting – Felton/Briese (7-0)

## 5) OTHER BUSINESS

A. A new business ribbon cutting – Royal Pet in the Bridgepoint Business Park is Thursday at 2:00.

Motion to adjourn – Pacht/Krueger

Planning Commission Meeting Date:  <b>Wednesday, January 6, 2016</b>	 <b>City of South St. Paul Planning Commission Report</b>	PC Agenda Item:  <b>4.C</b>
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<b>Project Name:</b>	R-2 District Ordinance Amendment
<b>Request:</b>	Consider an ordinance amending the R-2 District Regulations
<b>Proceeding:</b>	<ul style="list-style-type: none"> <li>▪ Public Hearing</li> <li>▪ Planning Commission Resolution (Recommendation to City Council)</li> </ul>
<b>City Council Meeting Date(s):</b>	City Council – 1 <sup>st</sup> Reading – January 19, 2016 (tentative) City Council – 2 <sup>nd</sup> Reading – February 16, 2016 (tentative)
<b>Exhibits:</b>	A. PC Resolution 2016-02 – R-2 Amendment B. Proposed amendments to R-2 District

**Request**

Review the attached draft ordinance regarding changes to the R-2 Zoning District. Conduct the public hearing for the draft ordinance and provide a recommendation to the City Council. Staff has prepared Planning Commission Resolution 2016-02 which would recommend that the City Council adopt the proposed ordinance.

**What Would the Proposed Ordinance Do?**

The proposed amendment would:

- Eliminate language granting an exception for two-family dwellings platted prior to 1967 with a smaller minimum lot size
- Adds language on two requirements from the Minnesota State Building Code requiring no air exchanges between units and fire separation between units.

**Why Should the City Take This Action?**

The City Council recently discussed rental licensing and a proposed rental density ordinance and as part of that discussion the “pre-1967” language came into consideration. The language was put into code more than 40 years ago with the intent being that it would provide some flexibility for lots that had platted just a few years before the change in minimum lot size requirements. Since the city is fully developed, and those lots platted prior to 1967 would’ve long ago been developed as well, the pre-1967 language should be removed to provide clarity on the minimum size for a two-family dwelling.

Existing two-family dwellings on lots smaller than the minimum size would be considered legal non-conforming (“grandfathered”) and would be able to continue as they are today. Additionally, the change should not impact conversion of units as those would’ve already been required to meet the larger lot size requirement.

The Minnesota State Building Code currently requires that there are not air exchanges between units and fire separation between the units so the inclusion of the language in the zoning code is really just reiterating that language to ensure that all are aware of the requirement.

### **Process / Timeline**

Process – The Planning Commission will hold the public hearing, make a recommendation, and the ordinance amendment would be forwarded to the City Council to be considered at two readings of the ordinance.

Timeline - The first reading for this item would be at the January 19<sup>th</sup> City Council meeting and the 2<sup>nd</sup> reading, would be scheduled for the February 16<sup>th</sup> City Council meeting. If approved by the Council the ordinance would be in effect from the date of adoption.

### **Staff Recommendation**

Open the public hearing and discuss the proposed ordinance. Staff recommends approval of PC Resolution No. 2016-02 which would recommend approval of the ordinance amending the R-2 District.

Respectfully Submitted,

*Peter Hellegers*  
Peter Hellegers, City Planner

City of South St. Paul  
Dakota County, Minnesota

**PLANNING COMMISSION  
RESOLUTION NUMBER 2016-02**

**RECOMMENDING APPROVAL OF AN AMENDMENT TO  
SECTION 118-122 OF THE CITY CODE REGARDING  
REQUIREMENTS FOR TWO FAMILY DWELLINGS**

**WHEREAS**, the City Code establishes certain standards for development in the City of South St. Paul, including standards for minimum lot sizes for development of two family dwelling units; and

**WHEREAS**, the proposed amendment would eliminate some outdated language regarding minimum lot sizes for construction of a two family dwelling on lots platted prior to 1967 that was only intended to provide some flexibility for lots that had been platted just prior to a previous change in the lot size requirements.

**WHEREAS**, the city is now fully developed with structures built on nearly all developable lots platted before 1967 and the language is no longer necessary; and

**WHEREAS**, the proposed amendment also includes reference to Minnesota State Building Code requirements that there shall be fire separation and no air exchanges between newly created units; and

**WHEREAS**, the Planning Commission held a public hearing on the proposed resolution at their January 6, 2016 meeting; and

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

1. Approval of An Amendment to Section 118-122 of the City Code, regarding the Single and Two-Family Residence District

Adopted this 6<sup>th</sup> day of January, 2016.

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
City Planner

**Sec. 118-122. - R-2, single- and two-family residence district.**

- (a) Permitted uses. Within the R-2 district, no structure or land shall be used except for one or more of the following uses, except as otherwise permitted by this chapter:
- (1) Principal and accessory uses permitted in the R-1 district;
  - (2) Duplex or twin home (must be in compliance with see subsection (e) of this section); and
  - (3) A PWS antenna located entirely inside a building or structure.
- (b) Uses by conditional use permit. Within the R-2 district, the following uses shall be by conditional use permit only:
- (1) All uses allowed by a conditional use permit in the R-1 district; and
  - (2) Home occupations as defined in this chapter.
- (c) Building height requirements. Within the R-2 district, the permitted building height, width, and area shall be as regulated in the R-1 district.
- (d) Lot requirements; single-family dwellings. The requirements shall be the same as specified in section 118-121(d) to all single-family dwellings in the R-1 district.
- (e) Lot requirements; two-family dwellings. The following minimum lot and building requirements shall apply to all two-family dwellings in the R-2 district whether the two-family homes are newly constructed or are newly created by remodeling an existing structure which was previously not a two-family dwelling:
- (1) Lot area, width, and depth. No two-family dwelling shall be erected on a lot having less than 9,000 square feet of area and having less than 75 feet in width. ~~except that a building may be constructed on a lot platted prior to May 1, 1967, provided there is not less than 60 feet of frontage, and 7,500 square feet of area.~~
  - (2) Percent of land use. The two-family dwelling and accessory buildings on any lot shall not cover more than 35 percent of the area of the lot.
  - (3) Access to unit. Each unit of the two-family dwelling shall have a separate access to the outside of the dwelling or to a common hallway or entryway.
  - (4) Inspection and license. Each rental unit within a two-family dwelling shall be inspected in accordance with article VII of chapter 106 of this Code prior to occupancy.
  - (5) Separate bathroom, kitchen, sleeping area. Each dwelling unit must have a separate bathroom, kitchen and sleeping area.
  - (6) Miscellaneous. The requirements of section 118-121(d)(2) and (d)(4)—(6) shall apply to two-family dwellings.
  - (7) Compliance with Building Code. Units shall be complaint with the requirements of the Minnesota State Building Code and Fire Code. In particular there shall be no air exchanges between units and there shall be fire separation between units.
- (f) Off-street parking, loading and unloading berths. Within the R-2 district, the provisions of article VII of this chapter shall apply.
- (g) Prohibited uses. The following uses are prohibited because they are not compatible with the purposes of the R-2 residence district: PWS towers and antennas, except as permitted under subsections (a) and (b) of this section.

(Code 1992, § 1500.10; Ord. No. 1273, § 1, 9-16-2013)

B<sub>2</sub>

**Editor's note**— Ord. No. 1273, § 1, adopted September 16, 2013, renamed § 118-122, from R-2, duplex residence district to R-2, single- and two-family residence district.



**CITY COUNCIL AGENDA REPORT**

**DATE: FEBRUARY 16, 2016**

**DEPARTMENT: Community Development / Planning**

**ADMINISTRATOR:** 

**10-C**

**AGENDA ITEM: Adaptive Repair – Auto Repair CUP – 193 BridgePoint Dr.**

**ACTION TO BE CONSIDERED:**

Consider a request for a CUP to allow an automotive repair use for the property at 193 BridgePoint Drive

**OVERVIEW:**

The applicant is requesting a Conditional Use Permit for a vehicle repair use at 193 BridgePoint Drive, located in the rear building of the BridgePoint Business Center Phase III development. This unit was designed with a drive-in door, flammable waste trap, and necessary motor vehicle operation ventilation to accommodate the proposed use. The shop would be relocated from the current site in Newport and the staff is limited to the two owner/operators. The hours of operation would be Monday through Saturday from 8 am to 6 pm. Adaptive Repair would include many automotive repair services including diagnosis, engine repair, steering and suspension repair, along with driveline and electrical repair but would not be doing auto body work. Automotive repair work is a Conditional Use in the Industrial zoning district where this property is located.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission reviewed the case at their February 10, 2016 meeting and at the conclusion of the discussion the Commissioners voted to recommend approval of the Conditional Use Permit subject to the conditions proposed in the staff report and with the addition of a condition restricting the auto repair use's parking to the 2 spaces in front of their unit and the area in front of their overhead door (5-0-1) (*Felton*).

**DISCUSSION FROM THE PLANNING COMMISSION MEETING:**

There were several emails that staff received from unit owners/occupants at the BridgePoint Business Center that had concerns about the lack of parking for the units in the back building where the applicants are proposing to locate. Concerns included present parking demand, potential for the automotive repair use to consume more of that parking, concerns that the automotive repair use could not meet the parking standards, and concerns that the CIC documents for the condominium units do not provide "assigned" parking. Staff discussed the original approval of the development from 2005 through a Site Plan/Variance noted that 28 more parking spaces were provided than were required for the office/warehouse buildings. This demonstrates there was a surplus of parking at the time of development that could be used to meet the parking standards even with some change to the uses in the development. Staff contacted the developer for a list of current unit owner/tenants and the uses to provide a better understanding of how parking standards would apply to the existing uses. The applicants noted that they could provide 4 parking spaces inside the building (in addition to the 2 service bays) and would have access to 2 parking spaces outside of the building. Whether the space in front of the overhead doors was striped and allocated as short term parking (drop-off/pick-up, deliveries) or 2 spaces were allocated from the development's total amount of parking the total number of

spaces for the unit would be met. The applicants also indicated that they had an agreement with a property in Newport where they could have additional parking if there was need for a longer term parking. The applicants' narrative states that they will not have exterior storage of parts, tire, etc. and that is also reflected in the conditions from the staff report. Commissioners voting for the motion noted that given the attention to the parking situation, the CIC requirements, and with the addition of CUP conditions that the use would be very well policed and if there were violations the CUP could be rescinded.

**STAFF RECOMMENDATION:**

Staff recommends approval of the Conditional Use Permit subject to the conditions proposed in the staff report and with the addition of a condition restricting parking for the use to the spaces in front of the unit and in front of the overhead door. These recommended conditions are reflected in Resolution 2016-31.

**60-DAY REVIEW DEADLINE:** March 11, 2016

**SOURCE OF FUNDS:** N/A

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2016-31**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR AUTOMOTIVE REPAIR FOR THE PROPERTY AT 193 BRIDGEPOINT DRIVE**

**WHEREAS**, the City received an application from the City of South St. Paul for a Conditional Use Permit to allow automotive repair on the property located at 193 BridgePoint Drive, and legally described as follows:

(See attached)

**WHEREAS**, the Planning Commission took action to recommend approval of the Conditional Use Permit (5-0-1) at their February 10, 2016 meeting; and

**WHEREAS**, the City Council has considered the application at its regular City Council meeting on February 16, 2016, reviewed the recommendation of the Planning Commission and evaluated all other evidence presented for consideration; and

**WHEREAS**, the City Council has considered the application, the recommendation of the Planning Commission and other evidence presented for consideration;

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference
2. Determination. The City Council determines that the proposed Conditional Use will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code.
3. Conditional Use Permit. The Conditional Use Permit for the property at 193 BridgePoint Drive, South St. Paul, Dakota County, Minnesota, is hereby granted with the following requirements:
  - A. **Compliance with Plan Submittals**. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

1. Revised Application/Narrative (C. Wachal, K. Berglund)
2. Site Plan / Diagram (Langer Real Estate)

dated 01/27/2016  
dated 01/27/2016

- B. **Building Permits Required.** All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal. Changes to the ADA access to the building would trigger the need for a building permit.
- C. **Necessary Approvals from Other Agencies.** The applicant shall obtain all necessary approvals/permits from the Minnesota DNR, State of Minnesota, Dakota County and any other applicable regulatory agencies.
- D. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- E. **No Auto Sales or Auto Body Repair.** No automotive sales nor automotive body repair or painting are permitted on the site.
- F. **Noise Mitigation.** The overhead door to the facility shall be kept shut except when a vehicle is entering or exiting the facility. Noise from the facility shall be controlled to insure that the use does not adversely impact adjacent uses. If noise is found to be having an adverse impact on adjacent uses then the applicant shall to take additional actions to remedy the noise issue.
- G. **No Exterior Storage.** There shall be no exterior storage of tires, automotive parts, or vehicle repair debris. There shall be no exterior storage of vehicles awaiting repairs that are unlicensed or are not operable under their own power.
- H. **Parking Restrictions.** Parking for the use shall be limited to the two (2) spaces in front of the unit.
- I. **Termination of the CUP.** The Conditional Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the CUP. The violation of any condition of approval shall terminate the Conditional Use Permit.

Adopted this 16<sup>th</sup> day of February, 2016.

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City Clerk

## Peter Hellegers

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**From:** Karl Drotning <[REDACTED]>  
**Sent:** Wednesday, February 10, 2016 10:54 AM  
**To:** 'Tom Carlson'; Peter Hellegers  
**Cc:** 'David Langer'  
**Subject:** RE: Peter Hellegers.docx

Peter and all,

I guess there are two issues to be resolved in my mind.

First, has this applicant followed all the rules in their current location? IE, Licenses, including hazardous waste.

Second, Does the City of South Saint Paul require its' residents and businesses to follow the ordinances?

Example: According to you (Peter) this use is required to have 8 parking spaces.

According to the Developers missive the 193 unit will only be allowed the two spaces in front of the unit.  
Is the City prepared to issue a CUP in conflict with its own ordinance?

If the Developer is correct, the applicant cannot meet the ordinance.

As previously stated there is no information available to confirm the "shared" parking can be used to meet the ordinance.

Drive aisles do not count toward requirements. Tandem parking has not been approved.

This parking requirement is not called out in the report or in the developers comments.

Once again, there should be a parking analysis based on current users and their requirements, including the Automotive repair use of Kiss Auto Body.

An Finally, is Kiss Auto Body operating under an approved CUP?

I hope the Planning Commission has access to this letter, and can find appropriate answers to the questions raised.

Karl Drotning

## Peter Hellegers

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**From:** Tim Lester <[REDACTED]>  
**Sent:** Monday, February 08, 2016 11:56 AM  
**To:** Peter Hellegers  
**Cc:** Tim Lester  
**Subject:** 193 Bridgepoint Dr.

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged.

Mr. Hellegers,

I am contacting you today about the notice I received regarding the conditional use permit for 193 Bridgepoint Dr. I have great concerns about how an automotive repair business is going to function in that location. Parking is the main source of conflict between the tenants/owners in our business park. The tenant that is selling was mostly there on evenings or weekends so he didn't really affect the parking situation much, but even he came over and yelled at us when our new guy parked in front of his storefront. I'm not sure what the options are to improve the situation either. I guess there is some kind of requirement that the building have a handicapped space (even though I don't think it has ever been used) and that throws a wrench in an already difficult situation. The unit with the handicapped stall, has zero parking spaces in front of their storefront so that starts a cascade of people parking either way in front of other people's storefronts. In addition, we have these landscaped islands that sort of separate the tenants, but each one of them takes up another space that could be used for parking. I am positive that there is not sufficient parking near our space now. We currently have arrangements with our 2 neighbors to use some of the parking spaces in front of their storefronts. We have gotten bigger than I ever imagined we would when we moved in here seven or eight years ago and 1 employee has turned into 6. Occasionally, we have walk in customers and that adds to the mix but they just usually end up parking in front of our garage door. We have had as many as 8 employees in the summer and we were parking each other in and leaving everybody's car keys in the shop in case we needed to play musical cars. That is what happened when we added 2 or 3 cars to the mix. I see the number of cars parked up at Marie Avenue Service or at Roz's Auto Body some days and wonder how the complex is going to function with an influx of 10 or 20 cars needing a place to park. What I don't want to see happen is me or my employees come in to work and have to park on the street or somebody parks in front of our garage door because there are cars waiting to be fixed everywhere. If this business was going in to the front building of the complex where there is a little more parking, they might be able to pull that off. I still think that would be tough. I don't see how it can possibly work in our back building without creating a serious conflict between tenants and I'm not sure why we should be trying to stuff that particular type of business into that location.

Thanks,

Tim Lester  
Dakota Glass and Glazing, Inc.  
(651)485-4040

## Peter Hellegers

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**From:** Thomas Carlson <[REDACTED]>  
**Sent:** Monday, February 08, 2016 1:24 PM  
**To:** Peter Hellegers; David Langer  
**Subject:** 193 Bridgepoint Drive Conditional Use Permit

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

To whom it may concern:

The purpose of this email is regarding a Notice of Public Hearing regarding a conditional use permit (CUP) for the use of 193 Bridgepoint Drive, South Saint Paul, MN. The applicants name is Chris Wachal, 402 Sierra Place, Roberts, WI 54203.

My company owns units 189 and 199 Bridgepoint Drive located in the same office condo warehouse complex. My unit at 199 has two parking spots in front of it. On most days, the owner of unit 197 uses one of the spots in front of my unit so his employees have a place to park. I currently have no problem with this because we only need 1 space to park. My unit at 189 has NO "regular" parking in front of the unit. The parking in front of this unit is handicapped parking. The back condo warehouse complex has 10 units total, each with 2 places to park in front (minus my unit 189 where the handicapped parking is located). Therefore, the actual parking available to each unit is 1.8 spaces per unit since no-one uses the handicapped space. The parking is (in reality) even less, because on most days some of the parking spaces are used to store garbage dumpsters and other occupants tow behind trailers.

My major concern about having an automotive repair business in this complex would be the parking situation. How many cars will be parked here? What type of traffic flow are we looking at? How many cars will be parked outside awaiting repairs? Will cars be parked overnight while they are being scheduled for maintenance?

I will not be able to attend the public hearing. Please consider this information when you make any decisions.

Sincerely,

Thomas L. Carlson  
Vice President  
TK Real Estate Investments, L.L.C.  
189 & 199 Bridgepoint Drive  
South Saint Paul, Minnesota 55075  
cell 651-587-2731

## Peter Hellegers

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**From:** Karl Drotning [REDACTED]  
**Sent:** Monday, February 01, 2016 2:24 PM  
**To:** Peter Hellegers  
**Cc:** 'David Langer'  
**Subject:** 193 Bridgepoint Dr.

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Understand a CUP has been applied for to allow Automotive repair.  
I own the 195 bay next to it.

Curious as to how they intend to operate an Automotive Repair Facility when the only outside parking available is potentially for their own transportation. (2) vehicles.

My understanding from Developer is that the 193 Bay has only two parking stalls for their use.

How are they planning on handling after hour arrival of vehicles, both driven and towed?

How are they planning on staging vehicles waiting for diagnosis, parts or repair.

Are they planning on parking off site?

What is the minimum parking required to meet the standards of the CUP?

Currently the rear building functions ok with very low traffic users.

There were no outside customers coming to the 193 Bay and my, 195 Bay.

The 197 bay is a glazing company, most of their work is offsite. Their employees end up parking in front of the 195 bay with my permission.

They know if they if they block my overhead door I will rescind permission.

Most other occupants' of the rear building are also doing much of their business offsite or marketing their products online.

They are servicing, delivering, or shipping their product at or to other locations. Very little traffic is generated or parking required.

The presence of Kiss Auto Body and Sales in the front building has not been a problem, as there is extensive parking and retail type location and access.

The owner of the 193 Unit is a gentleman and has been a very good neighbor.

I have no desire to be negative to this proposal as long as it does not have a negative effect on my property or use.

When available, I would like a copy of the Report as it is not currently online

### FULL DISCLOSURE:

The 193 owner and I have had discussions on my possible purchase of the 193 Bay.

We were unable to reach an agreement.

I have somewhat of a moral conflict even commenting on this proposal.

For the record:

I am the owner of an Automotive collision and repair facility with two locations and approximately 40 employees.

I have almost 50 years of experience in the Industry, being an owner for the last 30 years.

I have been involved in community planning since 1992 and have served on the City of Lakeville Planning Commission since 1998.

I believe in property rights and following the rules. I realize the City of South Saint Paul does not enforce private covenants except to clarify individual ownership interest and benefits (parking).

If the applicant can meet the CUP requirements and the property covenants in word, spirit and practice, the CUP application should be approved, if not, it should be denied.

That is the responsibility of Staff developing the report based on the ordinance, complying with notices, Planning Commission review and recommendation, and finally, City Council action.

Thank You,

Karl Drotning  
Queens Investments LLC.  
195 Bridgepoint Dr.  
So. St. Paul Mn.  
612-384-5477  
Crystal Lake Automotive, inc.  
16055 Buck Hill Rd.  
Lakeville Mn. 55044

Peter Hellegers

Planner, South Saint Paul.

Thank you for the time you spent with me today regarding the CUP application in the Bridgepoint complex.

My takeaways are as follows:

This use requires no less than 8 (eight) confirmed parking spaces. We do not use driveways, circulation space or access drives to units toward that requirement.

There are two spaces currently identified in front of Unit 193. No other dedicated spaces have been recognized.

My conversation with the Developer Dave Langer clarified some issues.

The Bridgepoint CIC does have a general shared parking arrangement. The units in Back, including the 193 space have only two stalls each which are included in the overall parking total. They have been marketed as dedicated to the rear units.

Property was developed as a PUD envisioning 30% office, balance warehouse. There is no current parking study that verifies uses and actual parking load. We do not know if the proposed automotive user has available stalls to meet their parking requirement of eight stalls.

Applicant stating they will only use two stalls does NOT meet the ordinance requirements. They MUST meet the requirement or apply for a variance, which are usually reserved for height, setbacks and the like. There may be a way to amend the CUP dedicating stalls to that use or something like that. Not sure.

Perhaps there should be an updated parking study completed prior to final action on this request. I am sure Planning Commission, Staff, and City Council do not want to count stalls that may not exist.

Thank You,

Karl Drotning

Peter,

Please review and comment.

My tech. skills are limited, could not open or find Planning report, can you send it to me??

Dave has forwarded my previous missive to the applicant.

Have no problem sending it to the Unit owner also.

Thanks again for the time on the phone.

Please make sure my communications get to the Planning Commission tomorrow.

As long as the rules are followed, and no additional burdens are placed on the rest of the Building tenants and owners I am fine with whatever the process produces.

Thanks,

Karl

Planning Commission Meeting Date:  <b>Wednesday, February 10, 2016</b>	 <p><b>City of South St. Paul Planning Commission Report</b></p> <hr/> <p><b><i>(AMENDED)</i></b></p>	PC Agenda Item:  <b>4.A</b>
------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------

<b>Project Name:</b>	Adaptive Repair – Automotive/Vehicle Repair CUP	
<b>Site Address:</b>	193 BridgePoint Drive	<b>PID:</b> 361625005019
<b>Applicant:</b>	Chris Wachal	
<b>Request:</b>	Consider the request for a Conditional Use Permit to allow a vehicle repair facility at 193 BridgePoint Drive	
<b>Proceeding:</b>	Planning Commission Recommendation	
<b>Tentative City Council Meeting Date:</b>	February 16, 2016	
<b>Deadline:</b>	<b>March 11, 2016*</b> <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
<b>Exhibits:</b>	A. Location Map B. <del>Correspondence received from neighboring properties (none)</del> C. Materials submitted by the applicant	

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Light Industrial	I: Industrial	Industrial: truck wash
South	Light Industrial	I: Industrial	Light Industrial: Office/warehouse
East	Light Industrial	I: Industrial	Light Industrial: Manufacturing
West	Office/Research	I: Industrial	Light Industrial: office / warehouse
Subject Property Site Data			
<b>Future Land Use Plan</b>	Light Industrial		
<b>Existing Land Use</b>	Light Industrial		
<b>Zoning</b>	I: Industrial		
<b>Property Size</b>	(The site is a business condo within the identified lot): 4.8 acres (209,088 s.f.) Unit size: 2,210 s.f.		
<b>Topography</b>	Relatively flat		

**EVALUATION OF THE REQUEST**

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The applicant is requesting a Conditional Use Permit for a vehicle repair use at 193 BridgePoint Drive, located in the rear building of the BridgePoint Business Center Phase III development. This unit was designed with a drive-in door, flammable waste trap, and necessary motor vehicle operation ventilation to accommodate the proposed use. The shop would be relocated from the current site in Newport and the staff is limited to the two owner/operators. The hours of operation would be Monday through Saturday from 8 am to 6 pm. Adaptive Repair would include many automotive repair services including diagnosis, engine repair, steering and suspension repair, along with driveline and electrical repair.

## A. CONDITIONAL USE PERMIT

### 1. Land Use/Setbacks

The Industrial Zoning District, where this use is located allows “automotive, truck and other vehicle repair” as a Conditional Use. As with any Conditional Use the City must make a findings that the use will not have an adverse impact on adjacent properties. Where there are potential impacts, conditions should be used to mitigate adverse impacts.

### 2. Conditional Use Permit Findings:

- ✓ *The proposed conditional use conforms to the general purpose and intent of the zoning code.*
- ✓ *The conditional use will not substantially diminish or impair property values within the neighborhood, and in consideration of this question the comparison of the use shall be with respect to uses that are permitted without a Conditional Use Permit in the district which the use is located.*
- ✓ *The conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district affected.*
- ✓ *Adequate utilities, access roads, streets, drainage, and other necessary facilities have been provided.*
- ✓ *Adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.*

- ### 3. Parking:
- The zoning code would require 8-10 parking spaces for this automotive repair use. The property has 2 designated parking spaces as well as the space in front of the drive-in door to accommodate parking for the employees and customers. Customer vehicles would be parked within the building in the evening. As repair would be limited to two vehicles at a time and there would only be the two owner/operators there should adequate parking

within the space within the building and parking space provided in front of the unit.

4. Signage: Signage at BridgePoint Business Center Phase III is located on the manual door to the unit and there is monument signage on BridgePoint Drive with space for tenant identification.
5. Correspondence from Neighboring Property Owners  
Staff did not receive any correspondence prior to the issuance of this staff report.

**The Planning Commission has the following actions available on the proposed application:**

A. **Approval**. If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:

- (Step 1) Findings: The Planning Commission would need to include findings (see the section above) that the proposed Conditional Use would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions.
- (Step 2) Recommendation for Approval: Approval of the **Conditional Use Permit** to allow an automotive/vehicle repair subject to the following conditions:
  - 1) **Compliance with Plan Submittals**. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:
    - a) **Revised Application/Narrative (C. Wachal, K. Berglund) dated 01/27/2016**
    - b) **Site Plan / Diagram (Langer Real Estate) dated 01/27/2016**
  - 2) **Building Permits Required**. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal. Changes to the ADA access to the building would trigger the need for a building permit.
  - 3) **Necessary Approvals from Other Agencies**. The applicant shall obtain all necessary approvals/permits from the Minnesota DNR, State of Minnesota, Dakota County and any other applicable regulatory agencies.
  - 4) **Compliance with Laws and Approvals**. The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
  - 5) **No Auto Sales or Auto Body Repair**. No automotive sales nor automotive body

repair or painting are permitted on the site.

- 6) **Noise Mitigation.** The overhead door to the facility shall be kept shut except when a vehicle is entering or exiting the facility. Noise from the facility shall be controlled to insure that the use does not adversely impact adjacent uses. If noise is found to be having an adverse impact on adjacent uses then the applicant shall to take additional actions to remedy the noise issue.
- 7) **No Exterior Storage.** There shall be no exterior storage of tires, automotive parts, or vehicle repair debris. There shall be no exterior storage of vehicles awaiting repairs that are unlicensed or are not operable under their own power.
- 8) **Termination of the CUP.** The Conditional Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the CUP. The violation of any condition of approval shall terminate the Conditional Use Permit.
- 9)

B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.

### **RECOMMENDATION**

Staff recommends **approval** of the requested CUP subject to the conditions above.

Respectfully Submitted,

*Peter Hellegers*

Peter Hellegers, City Planner

Auto Repair CUP - 193 BridgePoint Dr



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

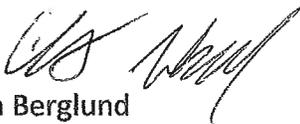
Map Scale  
1 inch = 200 feet



Adaptive Repair is an owner operated business with two owners Christopher Wachal and Kevin Berglund. We are currently operating our vehicle repair shop out of Newport, MN where we rent a garage behind Raceway to Fun. Raceway of Fun was recently sold forcing us to look for a new place to run our business. We have found a new location at 193 Bridge Point Drive in South St. Paul, MN that we would love to make our new home for Adaptive Repair with operating hours Monday through Saturday 8 am to 6 pm. At adaptive repair we perform a wide variety of vehicle repairs mainly comprised of diagnosing, engine repair, steering and suspension repair, driveline and electrical repair. Our facebook page shows we have done some light body work however all body work that is done on our customers vehicles is subcontracted to another location. We do not perform any of these services on site or at this location, i.e. any form of spraying, dent removal, wet sanding or clear coat refinishing. The location is zoned I industrial containing all city and state requirements to run our business safely and efficiently providing our customers with fast and affordable vehicle repairs. With our quick turnaround we would rarely have greater than two customer vehicles at a time, customer cars would never be parked outside overnight or be in our procession for greater than 24 hours. If a situation does arise where a customer car will be there greater than 24 hours we will keep open communication and notify neighboring business and the association. Our business will be a two stall vehicle repair shop with a front lobby, office space, bathroom and tool storage. As business owners we pride ourselves on providing quality customer service with not only making sure our customers are happy but the neighboring business as well. We at Adaptive Repair strive to meet all customer and neighboring business needs and concerns with the upmost respect and professionalism.

Sincerely the owners of Adaptive Repair LLC.

Christopher Wachal



1/27/16

Kevin Berglund



1/27/16

2

January 27, 2016

Chris Wachal Adaptive Repair

Peter Hellgers City of South St Paul

Chris and Peter,

I would like to address the proposed use of Adaptive Repair being located at 193 Bridgepoint Drive.

It is my belief that the use of Adaptive Repair is a compatible with the surrounding uses in the Industrial Park. The building was designed with a 12x12 drive in door (this door was actually oversized to 14' high), trench drains tied to a flammable waste trap, carbon monoxide detection as well as high bay clearance heights and 200 amp's of electricity. There also is monument signage available for making those aware of the location for Adaptive Repair.

The Association will require the unit owner of 193 to limit their outside parking to the 2 stalls that are allowed for the unit plus the drive in area of the door. To enhance safety outside parking of vehicles will not be allowed after business hours. This same process has worked very well for Fischer Motorsports at 150 Hardman Ave for the last 8 years. We have shared with Adaptive Repair that automotive painting will not be allowed on the premises as this would affect the neighbors in the business park. This is very similar to Kiss's Automotive at 161 Bridgepoint Drive and we have had very few concerns if any form their use of their space.

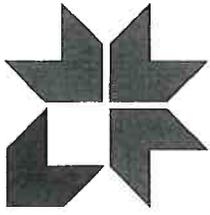
We look forward to welcoming Chris and Adaptive Repair to the "neighborhood"!

If you have any other concerns please feel free to contact me.

David Langer

Langer Real Estate Services

Manager of the Bridgepoint Business Park Association II.



# LANGER

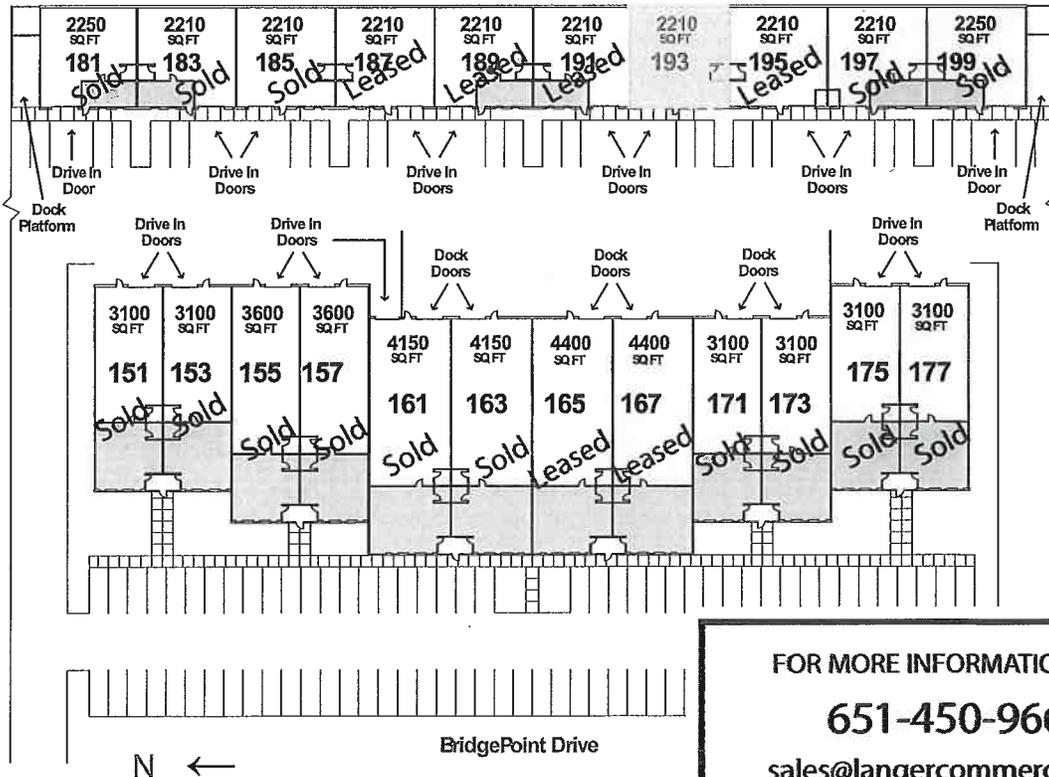
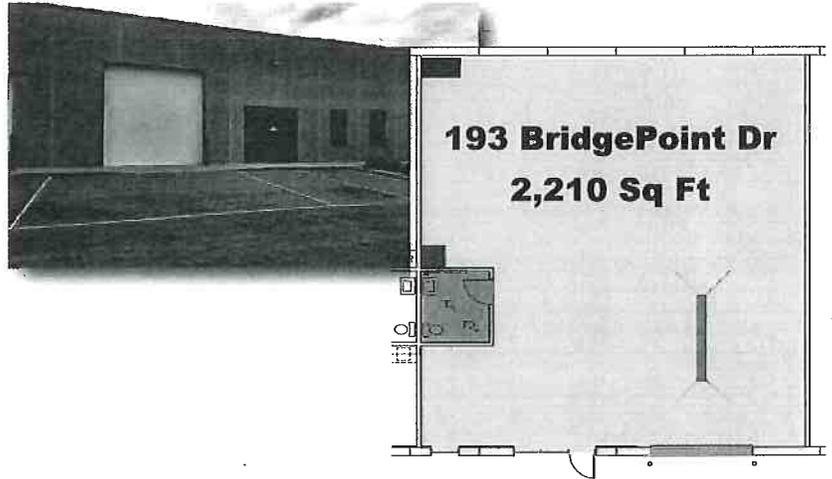
REAL ESTATE SERVICES

## New Office Warehouse Condos

### BridgePoint BUSINESS CENTER Phase III

#### Building Key

- 200 Amp, 3 Phase Electric Panel
- CO Detection
- ADA Accessible Rest Room
- Warehousing/Manufacturing/Tech
- Mop Sink
- Floor Drain
- 14x12 Drive-in
- 100% A/C



FOR MORE INFORMATION CALL  
**651-450-9669**  
[sales@langercommercial.com](mailto:sales@langercommercial.com)

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