



City of South St. Paul

COUNCIL AGENDA

Monday, May 2, 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 April 18, 2016

B. Accounts Payable

C. Approve Agreement with Ban-Koe Systems Group, Inc. for Electronic Timekeeping Software

D. Approve Revised Position Description for Community Service Officer

E. Approve bid from Commercial & Residential Roofing to remove and replace roof at Kaposia Park Pavilion.

F. 2015 Planning Commission Annual Report

G. Approving Right of First Refusal at Fleming Field with Boyd Johnson

H. Approving Office Lease at Airport with Air Trek North, LLC

I. Business Licenses

- J. Approving Subleases at the Fleming Field Airport Between ARJ Properties, LLC and Air Trek North
- K. Kaposia Landing Phase 1 Professional Services Agreement Amendment

9. PUBLIC HEARINGS:

- A. Liquor Violation at The Garden Bar – 925 Concord Street North

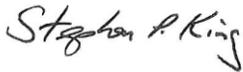
10. GENERAL BUSINESS:

- A. Ordinance Amending Chapter 2, Sec. 2-22 City Council Salaries – *2nd Reading*
- B. Award of Bid – 2016 Mill & Overlay and Bituminous Removal & Replacement Street Projects (2016-005 A-I, M & 2016-007 A-G)

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF APRIL 18, 2016**

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Monday, April 18, 2016.

ROLL CALL:

Present,	Mayor Baumann Councilmembers Flatley, Hansen, Niederkorn, Podgorski, Rothecker, Seaberg
Absent,	None
Also Present,	City Administrator, Steve King City Attorney, Kori Land City Engineer, John Sachi City Clerk, Christy Wilcox City Planner, Peter Hellegers

5) Presentations

- Deb Griffith, Community Affairs Liaison presented the totals from the *All Aboard the 55075 Food Drive Express*

6) Citizens' Comments

- There were no citizen comments.

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Niederkorn/Podgorski

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

1. City Council meeting minutes of April 4, 2016
2. Resolution No. 2016-78, approving accounts payable
3. Resolution No. 2016-79, enter into an agreement with Municipal Disc Management, LLC for disc golf course operation at Kaposia Park
4. Resolution No. 2016-62, declaring certain City property as surplus and approving sale (abandoned bicycles)
5. Resolution No. 2016-61, approving State of Minnesota Joint Powers Agreement with the City of South St. Paul on behalf of its City Prosecuting Attorney and Police Department
6. Resolution No. 2016-63, approving land lease at the Fleming Field Airport with Michael Hinz

7. Resolution No. 2016-64, approving land lease at the Fleming Field Airport with Olibeau Aire, LLC
8. Resolution No. 2016-65, accept donation from Plaisted Dairy Queens (Police Department)
9. Resolution No. 2016-66, accept donation from Dakota Victim Offender Panel
10. Resolution No. 2016-69, accepting funds for the 2016 55075 Food Drive Express Campaign
11. Resolution No. 2016-70, accepting funds for the WE Volunteer Now Project
12. Resolution No. 2016-71, accepting funds for the 2016 Food Drive Express Campaign (GenerationOn)
13. Business licenses
14. Resolution No. 2016-72, concurring with the issuance of a Lawful Gambling Exemption for Neighbors, Inc.
15. Resolution No. 2016-73, assignment of airport lease to ARJ Properties, LLC
16. Resolution No. 2016-74, assignment of airport lease to ARJ Properties, LLC
17. Authorize the purchase of replacement security cameras for City Hall for a cost not to exceed \$15,000.00
18. Resolution No. 2016-75, declaring certain City property surplus and approving disposal or sale
19. Resolution No. 2016-67, approving an Engineering Services Agreement between the City and WSB & Associates, Inc. for 2016 construction surveying
20. Resolution No. 2016-76, authorizing the City of South St. Paul to participate in the Minnesota Greenstep Cities Program

Motion carried 7 ayes/0 nays

8j) Designating Depositories for 2016

Moved by Seaberg/Rothecker

MOVED: To adopt Resolution No. 2016-68, designating the City's Depositories for 2016.

Motion carried 6 ayes/1 abstain (Baumann)

9a) Call for Public Hearing – Liquor Violation at The Garden Bar

Moved by Rothecker/Podgorski

MOVED: To call for a public hearing to be held on Monday, May 2, 2016, to consider the imposition of a sanction for a liquor violation at The Garden Bar located at 925 Concord Street North.

Motion carried 7 ayes/0 nays

10a) Deleted

10b) First Reading – Ordinance Amending Chapter 2, Section 2-22 City Council Salaries

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

AN ORDINANCE AMENDING CHAPTER 2 REGARDING CITY COUNCIL SALARIES

10c) Conditional Use Permit – Accessory Building at City Public Works Garage

Moved by Niederkorn/Flatley

MOVED: To adopt Resolution NO. 2016-80, approving a Conditional Use Permit for the property at 400 Richmond Street East.

Motion carried 7 ayes/0 nays

10d) Robert Brown III Car Show – Interim Use Permit

Moved by Hansen/Podgorski

MOVED: To adopt Resolution No. 2016-81, approving an Interim Use Permit for a car show and motorcycle show on the property at 1725 Henry Avenue.

Motion carried 7 ayes/0 nays

10e) Commemorative Air Force – Interim Use Permit

Moved by Seaberg/Hansen

MOVED: To adopt Resolution No. 2016-82, approving an Interim Use Permit for Commemorative Air Force to host a beer tent for the Robert Brown Car Show on the property at 1725 Henry Avenue.

Motion carried 7 ayes/0 nays

10f) Conditional Use Permit/Variations – Proposed Garage at 218 13th Avenue South

Moved by Seaberg/Podgorski

MOVED: To adopt Resolution No. 2016-83, approving a Conditional Use Permit and Variations for an accessory building on the property at 218 13th Avenue South.

Motion carried 7 ayes/0 nays

11) Adjournment

Moved by Seaberg/Hansen

MOVED: That the meeting of the City Council adjourn at 7:52 p.m.

Motion carried 7 ayes/0 nays

Approved: May 2, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: MAY 2, 2016

DEPARTMENT: Finance

ADMINISTRATOR: SPK

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-085 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. 2016-085

RESOLUTION APPROVING ACCOUNTS PAYABLE

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

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

Check and wires:	
122335-122498	\$ 914,343.31
2016130-2016146	<u>\$ 135,117.08</u>
Total	\$ 1,049,460.39

Adopted this 2nd day of May, 2016.

Christy Wilcox, City Clerk

Council Check Register by GL
Council Check Register and Summary

4/19/2016 - 5/2/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122335	4/22/2016		3670 3M							
		4,000.00	SQUAD CAMERAS		38069	TP83069	20212.6580	227605	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		13,882.50	SQUAD CAMERAS		38069	TP83069	40402.6580	227621	OTHER EQUIPMENT	CAPITAL PROGRAMS FUND
		<u>17,882.50</u>								
122336	4/22/2016		1016 ACE HARDWARE & PAINT							
		42.97	SHOVELS AND FLEX SEAL		37977	527733/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		15.98	ADHESIVE / STL SHEET		37978	527678/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		61.19	PAINT/ROLLERS/BRUSHES/PRIMER		37979	527713/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		6.99	GORILLA GLUE		37980	527814/5	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		39.98	PROPANE FILL		38064	527858/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>167.11</u>								
122337	4/22/2016		6761 AIRGAS SPECIALTY PRODUCTS							
		27,711.81	REFUND OVERPAYMENT OF SEWER		38065	4/19/2016	50605.2010		REFUNDS	WATER UTILITY
		<u>27,711.81</u>								
122338	4/22/2016		5257 AL SERVICES LLC							
		37.50	PARTS FOR REPAIR		37981	4685	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		150.00	LABOR FOR REPAIR		37981	4685	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,972.00	CIP #PR-16-3		37982	4691	40402.6371		REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		2,575.00			38066	4687	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		361.00	SVB & 12TH AVE S		38067	4682	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		200.00	PARTS KAPOSIA PAVILLION		38068	4690	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		190.00	LABOR KAPOSIA PAVILLION		38068	4690	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>5,485.50</u>								
122339	4/22/2016		3867 BARR ENGINEERING COMPANY							
		2,500.00	FCS SWIF SVCS 10/24/15-3/18/16		37983	23191151.01-6	40405.6530	201208	IMPR OTHER THAN BUILDING	FLOODWALL CONSTRUCTION
		5,973.00	FCS-C SVCS THRU 3/18/2016		37984	23191151.02-2	40405.6530	201208	IMPR OTHER THAN BUILDING	FLOODWALL CONSTRUCTION
		<u>8,473.00</u>								
122340	4/22/2016		3632 BOLTON & MENK, INC.							
		4,950.00	APRON RECON		38070	0188967	40404.6530	201415	IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		2,200.35	APRON RECON		38070	0188967	40404.6530	201415	IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		<u>7,150.35</u>								
122341	4/22/2016		1129 BOYER FORD TRUCKS INC							
		155.97	PARTS FOR #334		37985	1044701	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		18.12	PARTS FOR FIRE ENGINE 2		37986	1045398	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		60.00	CREDIT FOR #334		37987	CM1036485	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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

4/19/2016 -- 5/2/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122341	4/22/2016	114.09	1129 BOYER FORD TRUCKS INC						Continued...	
122342	4/22/2016	16,573.99	3615 CAMPBELL KNUTSON, P.A.		38076	3/31/2016	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		16,573.99	PROSECUTION FEES							
122343	4/22/2016	3,445.76	1163 CARGILL, INC.		37988	2902762948	10320.6225		ROAD SALT	PUBLIC WORKS
		3,445.76	ROAD SALT							
122344	4/22/2016	6,723.50	1173 CDW GOVERNMENT INC		38072	CPV9097	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		8,192.50	REPLACEMENT SWITCH		38073	CQD6317	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		4,514.36	SWITCH PORTS/VIRTUAL SERVER		38074	CQL1666	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		33.74	REPLACEMENT SWITCH/FIBER PORTS		38075	CMQ6519	10160.6220		REPAIR & MAINTENANCE SUPPLIES	INFORMATION TECHNOLOGY
		19,464.10	KEYBOARD							
122345	4/22/2016	148.80	1198 COCA-COLA REFRESHMENTS USA, INC		38278	0179555213	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		529.68	WATER/SODA FOR RESALE		38279	0138419418	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		591.12	WATER/SODA FOR RESALE		38280	0199551311	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		375.84	WATER/SODA FOR RESALE		38281	0199607901	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		1,645.44								
122346	4/22/2016	144.85	2884 COMCAST		37989	877210595026544	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		101.90	INTERNET APRIL 13-MAY 12			3 4/3/16				
		246.75	FOR WATER COMPUTER		37990	877210595017166	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
122347	4/22/2016	49,356.00	1240 DAKOTA COMMUNICATIONS CENTER		38077	SO2016-05	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		49,356.00	DUES/PROJECT FUND							
122348	4/22/2016	580.00	1260 DAKOTA GLASS AND GLAZING INC.		38078	2016140	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		580.00	WINDOW REPAIR							
122349	4/22/2016	152.25	1276 DELEGARD TOOL CO		37991	85408	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
			NEEDLE SCALER							

Council Check Register by GL
Council Check Register and Summary

4/19/2016 - 5/2/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122365	4/22/2016		6671 IMAGE BUILDERS GENERAL CONTRACTOR, INC						Continued...	
		1,016.82	REAC INSPECTION REPAIRS		38086	040816	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		1,016.82								
122366	4/22/2016		1650 INGRAM LIBRARY SERVICES							
		23.14	AF-ADULT FICTION BOOKS		38125	92140774	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		136.40	AF-ADULT FICTION BOOKS		38126	92168964	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		229.73	AF-ADULT FICTION BOOKS		38127	92181153	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.39	AF-ADULT FICTION BOOKS		38128	92203853	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		272.80	AF-ADULT FICTION BOOKS		38129	92307196	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		28.65	AF-ADULT FICTION BOOKS		38130	92355929	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		246.96	AF-ADULT FICTION BOOKS		38131	92361332	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		24.27	AF-ADULT FICTION BOOKS		38132	92384788	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		488.67	AF-ADULT FICTION BOOKS		38133	92440284	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		59.26	AF-ADULT FICTION BOOKS		38134	92503681	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		122.13	ANF-ADULT NONFICTION BOOKS		38135	92140781	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		78.74	ANF-ADULT NONFICTION BOOKS		38136	92236048	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		93.38	ANF-ADULT NONFICTION BOOKS		38137	92323618	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		86.34	ANF-ADULT NONFICTION BOOKS		38138	92413721	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		394.67	ANF-ADULT NONFICTION BOOKS		38139	92451412	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		90.46	ANF-ADULT NONFICTION BOOKS		38140	92474964	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.78	C-CHILDRENS BOOKS		38141	92140775	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.26	C-CHILDRENS BOOKS		38142	92140776	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.26	C-CHILDRENS BOOKS		38143	92140777	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		38144	92140778	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.59	C-CHILDRENS BOOKS		38145	92140779	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		219.02	C-CHILDRENS BOOKS		38146	92140780	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		109.32	C-CHILDRENS BOOKS		38147	92236047	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.44	C-CHILDRENS BOOKS		38148	92323612	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		24.51	C-CHILDRENS BOOKS		38149	92323613	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		10.79	C-CHILDRENS BOOKS		38150	92323614	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.39	C-CHILDRENS BOOKS		38151	92323615	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		38152	92323616	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		72.71	C-CHILDRENS BOOKS		38153	92323617	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		45.12	C-CHILDRENS BOOKS		38154	92355930	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		476.87	C-CHILDRENS BOOKS		38155	92395772	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		7.06	C-CHILDRENS BOOKS		38156	92413716	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.98	C-CHILDRENS BOOKS		38157	92413717	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.19	C-CHILDRENS BOOKS		38158	92413718	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		7.06	C-CHILDRENS BOOKS		38159	92413719	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.17	C-CHILDRENS BOOKS		38160	92413720	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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

4/19/2016 -- 5/2/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122366	4/22/2016		1650 INGRAM LIBRARY SERVICES						Continued...	
		29.46	C-CHILDRENS BOOKS		38161	92432960	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		7.62	C-CHILDRENS BOOKS		38162	92503682	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.71	C-CHILDRENS BOOKS		38163	92503683	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		55.60	C-CHILDRENS BOOKS		38164	92395772	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		232.67	C-CHILDRENS BOOKS		38165	92503684	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		143.46	300 BOOKS SPANISH TITLES		38166	92440285	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		177.55	300 BOOKS SPANISH TITLES		38167	92474965	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		4.35	300 BOOKS SPANISH TITLES		38168	92503685	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		<u>4,071.91</u>								
122367	4/22/2016		1655 INTEGRA TELECOM							
		653.74	PHONE LINES		38008	13749775	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>653.74</u>								
122368	4/22/2016		1718 KAPOSIA CONVENIENCE CENTER CORP							
		81.50	CAR WASHES		38087	3/31/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>81.50</u>								
122369	4/22/2016		1724 KEEPRS, INC.							
		171.94	28 - ARM SLEEVES/HOLSTER/SOCKS		38088	304512	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		14.99	41-REVERSIBLE BELT		38089	305181	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>186.93</u>								
122370	4/22/2016		1748 KISS'S COLLISION, INC							
		350.00	2153-PAINT		38090	1687	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		2,911.77	2153-BODY/PAINT/LABOR		38091	1688	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>3,261.77</u>								
122371	4/22/2016		1811 LAWSON PRODUCTS INC.							
		566.81	NYLON CABLE TIES		38009	9303997910	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>566.81</u>								
122372	4/22/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		854.72	CATER MICHAEL C0042237		38010	3/31/2016	10520.6151		WORKERS COMP DEDUCTIBLE	PARKS ADMINISTRATION
		206.41	GLENN STEFFEN C0042402		38010	3/31/2016	10320.6151		WORKERS COMP DEDUCTIBLE	PUBLIC WORKS
		<u>1,061.13</u>								
122373	4/22/2016		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	MARCH LEGAL FEES		38011	3-16 41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		2,530.05	MARCH LEGAL FEES		38011	3-16 41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY

Council Check Register and Summary

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122373	4/22/2016		1825 LEVANDER, GILLEN & MILLER PA						Continued...	
		50.00	MARCH LEGAL FEES		38011	3-16 41000E	10101.2205	100077	DEPOSITS	GENERAL FUND
		300.00	MARCH LEGAL FEES		38011	3-16 41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		187.50	MARCH LEGAL FEES		38011	3-16 41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		37.50	MARCH LEGAL HRA		38012	3-16 20073E	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>4,605.05</u>								
122374	4/22/2016		1826 LEXISNEXIS RISK SOLUTIONS							
		50.00	USAGE FEE		38092	1411215-2016033	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>50.00</u>				1				
122375	4/22/2016		2903 LIVE OAK MEDIA							
		107.75	300 BOOKS-SPANISHBOOK/CDS		38013	109868	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		<u>107.75</u>								
122376	4/22/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		522.50	NETWORK SUPPORT		38014	41654	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		290.00	APPL SUP POLICE APS		38015	41695	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,554.00	APPL SUP POLICE MDC		38015	41695	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		2,461.00	APPL SUP FINANCE		38015	41695	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		1,906.00	APPL SUP HR PAYROLL		38015	41695	10120.6375		OTHER CONTRACTED SERVICES	CITY ADMINISTRATION
		42.00	APPL SUP UB (RETIRES)		38015	41695	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,092.00	APPL SUP PIMS		38015	41695	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		210.00	APPL SUP BUS LIC		38015	41695	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		210.00	APPL SUP CODE ENFORCEMENT		38015	41695	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		1,208.00	APPL SUP PARK & REC		38015	41695	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		137.00	APPL SUP		38015	41695	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		4,141.00	APPL SUP UTILITY BILLING		38015	41695	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		<u>14,773.50</u>								
122377	4/22/2016		1864 MACQUEEN EQUIPMENT INC.							
		84.49	PARTS FOR #305		38017	2162072	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,026.91	BROOM FOR SWEEPER		38018	2162309	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		262.60	HOSE		38019	2162412	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,374.00</u>								
122378	4/22/2016		1867 MADISON NATIONAL LIFE INSURANCE CO.							
		1,820.34	PREMIUMS: MAY 2016		38093	040116	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		33.47	ADDITIONS		38093	040116	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		5.52	SALARY CHANGES		38093	040116	10101.2177		DISABILITY INSURANCE	GENERAL FUND

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122378	4/22/2016	1,859.33	1867 MADISON NATIONAL LIFE INSURANCE CO.						Continued...	
122379	4/22/2016	2,449.60	1900 MCMULLEN INSPECTING, INC.							
		2,449.60	ELECTRICAL FEES THRU 4/1/2016		38016	4/1/2016	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
122380	4/22/2016	213,632.20	1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		213,632.20	MAY 2016 SEWER SERVICE		38020	0001053927	50606.6376		METRO WASTE CONTROL COMMISSION	SEWER UTILITY
122381	4/22/2016	161.99	1939 MIDWAY FORD CO.							
		161.99	ROTOR AND PAD		38021	255780	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
122382	4/22/2016	707.00	1943 MIDWEST FLYER MAGAZINE							
		707.00	APRIL/MAY DISPLAY AD		38022	3/30/2016	20245.6341		ADVERTISING	AIRPORT
122383	4/22/2016	133.94	1949 MIDWEST TAPE							
		16.99	DVDs		38252	93781779	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		18.99	MUSIC CDs		38253	93781821	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		40.98	MUSIC CD		38254	93805016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		184.90	DVDs		38255	93805018	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		124.96	DVDs		38256	93823956	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.99	AUDIOBOOKS		38257	93787517	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.99	AUDIOBOOK		38258	93787519	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		109.97	AUDIOBOOK		38259	93809187	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		99.98	AUDIOBOOK		38260	93809188	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		144.96	AUDIOBOOKS		38261	93833834	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		103.97	AUDIOBOOKS		38262	93809189	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		54.98	PLAYAWAYS		38263	93823955	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		121.94	AUDIOBOOKS		38264	938.838	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		71.95	DVDs		38265	93845329	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		934.32	MUSIC CDs		38266	93845361	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.99	DVDs		38267	93845362	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		148.95	REPLACEMENT CD		38268	93845363	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.99	DVDs		38269	93846849	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		44.98	BOOK ON CD		38270	93855303	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.99	BOOK ON CD		38271	93855304	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
			BOOK ON CD		38272	93855306	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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122383	4/22/2016		1949 MIDWEST TAPE						Continued...	
		11.99	MUSIC CD		38273	93867111	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		283.76	DVDs		38274	93867112	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		12.99	DVD		38275	93867114	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		40.97	AVH - MUSIC CD		38282	93823953	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>2,866.42</u>								
122384	4/22/2016		1953 MIKE McPHILLIPS INC							
		5,036.25	SPRING STREET SWEEPING		38094	45637	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>5,036.25</u>								
122385	4/22/2016		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		1,706.00	SURCHARGE FOR MARCH 2016		38023	3/31/2016	10101.2083		SURCHARGES	GENERAL FUND
		<u>1,706.00</u>								
122386	4/22/2016		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		10.00	PRESSURE VESSEL		38024	ABR01382611	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		<u>10.00</u>								
122387	4/22/2016		2009 MINNESOTA PIPE & EQUIPMENT							
		1,051.88	METER SUPPLIES		38095	0352402	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		8,520.00	HYDRANTS		38096	0352298	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>9,571.88</u>								
122388	4/22/2016		2098 NATURE CALLS INC							
		169.50	PORTA POTTIES		38097	24583	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		<u>169.50</u>								
122389	4/22/2016		5682 NITTI SANITATION							
		14.04	TRASH SERVICE WATEROUS LS		38025	400596	50606.6379		CONT SERV/REFUSE & SANITATION	SEWER UTILITY
		56.73	CLEANUP OLD SEWAGE BLDG		38026	400597	50606.6379		CONT SERV/REFUSE & SANITATION	SEWER UTILITY
		141.49	TRASH SERVICES CITY HALL		38027	400589	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		191.81	TRASH SERVICE KAPOSIA PARK		38028	400594	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING		38028	400594	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		191.81	TRASH SERVICE MCMORROW FIELD		38029	400595	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING		38029	400595	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		157.95	TRASH SERVICE PUBLICWORKS		38030	400590	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		157.95	TRASH SERVICE PARKS		38030	400590	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		58.00	RECYCLING AND TRASH		38031	400592	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		57.00	TRASH SERVICE LIBRARY		38032	400591	20230.6379		CONT SERV/REFUSE & SANITATION	LIBRARY
		120.91	TRASH SERVICE WOOG ARENA		38033	395486	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA

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122389	4/22/2016		5682 NITTI SANITATION						Continued...	
		477.76	TRASH SERVICE WOOG ARENA		38034	400493	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		1,675.45								
122390	4/22/2016		2149 OFFICE OF MN IT SERVICES							
		401.00	WAN USAGE MARCH 2016		38035	DV1603050	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		401.00								
122391	4/22/2016		3617 OSI ENVIRONMENTAL, INC.							
		204.50	SUPPLIES		38098	706765	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		204.50								
122392	4/22/2016		2176 OXYGEN SERVICES COMPANY							
		251.72	RECYCLE CYLINDERS		38099	03337598	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		251.72								
122393	4/22/2016		5046 PIRTEK BURNSVILLE							
		58.40	PAYMENT DIFFERENCE		38036	S2216270.001	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		58.40								
122394	4/22/2016		2236 PITNEY BOWES CORP							
		196.04	METER RENTAL 5/1-7/31/16		38037	606034	20260.6381		OTHER RENTALS	HOUSING GENERAL
		196.04								
122395	4/22/2016		3902 PITNEY BOWES CORP							
		1,005.00	8000-9000-0506-4419 METER REFI		38100	040516	20260.6390		POSTAGE AND TELEPHONE	HOUSING GENERAL
		1,005.00								
122396	4/22/2016		2240 PLUNKETT'S INC.							
		25.00	PEST CONTROL AT P.H. #4		38101	5372630	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		25.00								
122397	4/22/2016		6663 PREMIUM WATERS INC							
		10.60	WATER FOR COOLER		38038	303656-03-16	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		10.60								
122398	4/22/2016		6360 PROFORMA POWERHOUSE SOLUTIONS							
		688.32	T-SHIRTS FOR FOOD DRIVE		38039	90H4702076	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		688.32								
122399	4/22/2016		4108 QUALITY REFRIGERATION INC.							

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122399	4/22/2016		4108 QUALITY REFRIGERATION INC.						Continued...	
		200.00	SEMI ANNUAL SERVICE AGREEMENT		38040	0025254	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		200.00								
122400	4/22/2016		1634 RICOH USA, INC.							
		227.00	COPIER RENT		38102	96560031	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		76.00	COPIER RENT 4/25/16-5/24/16		38103	96638922	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		76.00	MPC3002 C26002243 CSCC 50%		38103	96638922	20250.6378		COPIER MAINTENANCE AGREEMENT	CENTRAL SQUARE
		379.00								
122401	4/22/2016		2344 RIVER COUNTRY COOPERATIVE							
		568.00	DIESEL FUEL MARCH		38041	141373 3/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		2,468.04	FUEL PUBLIC WORKS MARCH		38042	141382 3/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		143.49	FUEL ENGINEERING MARCH		38043	141384 3/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		3,335.87	FUEL POLICE MARCH		38044	141383 3/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		6,515.40								
122402	4/22/2016		2415 SCHMIDTY'S LAWN, SNOW AND TREE							
		1,858.00	SNOW REMOVAL/SALT		38045	3543	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		828.00	SNOW REMOVAL/SALT		38046	3544	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		2,686.00								
122403	4/22/2016		6664 SCREENING REPORTS							
		118.00	TENANT VERIFICATION		38047	320165439	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		118.00	TENANT VERIFICATION		38047	320165439	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		236.00								
122404	4/22/2016		2451 SEXTON PRINTING, INC							
		2,669.00	CITY NEWSLETTER 2ND QUARTER		38048	267354	10120.6344		REPORTER	CITY ADMINISTRATION
		2,669.00								
122405	4/22/2016		2632 SHERWIN-WILLIAMS CO., THE							
		303.08	CIP#POL-14-105COMPUTER PROJECT		38049	3106-7	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		303.08								
122406	4/22/2016		2482 SLIFKO, CORY							
		47.23	MEAL REIMB 3/29,3/30,3/31,4/1		38104	04/04/16	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		10.01	FUEL REIMB 3/31		38104	04/04/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		57.24								
122407	4/22/2016		2505 SOUTH EAST TOWING INC							

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122415	4/22/2016		5503 TWIN CITIES OCCUPATIONAL HEALTH P.C.						Continued...	
		615.00	42-PREEMPLOYMENT SCREENING		38115	T105812915	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>615.00</u>								
122416	4/22/2016		2691 TWIN CITY GARAGE DOOR CO							
		220.00	MOTOR FOR GARAGE DOOR		38056	457278	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		270.00	LABOR		38056	457278	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>490.00</u>								
122417	4/22/2016		2693 TWIN CITY JANITOR SUPPLY, INC.							
		1,423.45	SUPPLIES		38111	158113	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		749.90	SUPPLIES		38111	158113	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		103.00	SUPPLIES FOR SEALCOATING OF ST		38112	158120	10320.6221	201602	SEAL COATING & TREE MAIN	PUBLIC WORKS
		171.00	SUPPLIES		38113	158158	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		67.95	SUPPLIES		38114	158164	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>2,515.30</u>								
122418	4/22/2016		6729 TWIST OFFICE PRODUCTS							
		80.96	46X60 CHAIRMAT		38057	756692-0	10410.6201		OFFICE SUPPLIES	CITY PLANNER
		19.38	BINDERS		38058	756370-0	10140.6201		OFFICE SUPPLIES	CITY CLERK
		11.72	WRISTREST		38058	756370-0	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		107.78	RECIEPT BOOK/STORAGE BOX/INK		38059	757002-0	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		<u>219.84</u>								
122419	4/22/2016		3646 U.S. BANK EQUIPMENT FINANCE							
		102.00	COPY MACHINE LEASE FOR APR		38119	302287842	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		<u>102.00</u>								
122420	4/22/2016		2705 UNIFORMS UNLIMITED							
		132.98	32-JACKET/EMBROIDERY		38116	23938-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		16.99	07-CREW SOCKS		38117	25856-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		209.91	03-SHIRT/ALTERATIONS/EMBROIDER		38118	24135-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>359.88</u>								
122421	4/22/2016		2727 UPSTART							
		280.44	SUMMER READING PROGRAM		38060	5840984	20230.6430		MISCELLANEOUS	LIBRARY
		<u>280.44</u>								
122422	4/22/2016		2804 WELLS FARGO REMITTANCE CENTER							
		22.99	PAYPAL MOMENTUMINT-TRUCKPART		38169	WBHL	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		235.00	U OF M-APWA SPRING CONF-PAT		38170	XNY9	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS

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122422	4/22/2016		2804 WELLS FARGO REMITTANCE CENTER						Continued...	
		260.00	U OF M-APWA SPRING CONF-MIKE W		38171	XNZ2	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		249.99	NORTHERN TOOL-PALLET JACK		38172	D8X4	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		161.00	OEM CAR AUDIO-PART POLICE#2153		38173	44QE	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		14.93	NORTHERN TOOL-HOOKS AND SNAPS		38174	6QL6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		40.00-	NORTHERN TOOL-CREDIT RETURN		38175	6QTW	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		56.18	GOLDCOM-NETWORK CABLES		38176	VBOX	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		120.00	NORTHERN STAR-EXPLORERTRAINING		38177	Q8BB	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		27.80	AMAZON-I PHONE CASE		38178	69WS	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		68.55	FLUEGEL-SAMMY FOOD		38179	LSZM	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		10.65	AMAZON-I PHONE HOLSTER		38180	GD7L	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		12.00	MN DMV-TABS		38181	PREV	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		.29	MN DMV-TAB TAX		38182	PR5A	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		71.93	BROWNNELLS-RANGE SUPPLIES		38183	NFLS	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		61.28	AAA AUTO PARTS-RADIO		38184	KHDY	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		12.00-	AAA AUTO PARTS-CORE RETURN		38185	VKR0	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		45.98	TRACTOR SUPPLY-HITCH		38186	Q7DW	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		583.80	ZOGICS-GYM WIPES		38187	V1Y7	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		175.00	ARC-LIFEGUARD CERTS		38188	2J4Y	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		140.00	ARC-LIFEGUARD CERTS		38189	M41Z	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		81.00	ARC-LIFEGUARD CERTS		38190	M497	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		721.46	POWER SYSTEMS-FITNESS EQUIP		38191	QZTX	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		21.67	VISTA PRINT-POOL PASSES		38192	DTWM	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		21.68	VISTA PRINT-POOL PASSES		38193	DTWM	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		336.00	CONSTANTCONTACT-MARKETING		38194	02XT	20250.6341		ADVERTISING	CENTRAL SQUARE
		12.98	CUB FOODS-EGG HUNT		38195	4RJ0	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		87.25	ZOGICS-GYM WIPE HOLDERS		38196	1AKB	20250.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL SQUARE
		199.00	GEHLS FOODS-CONCESSIONS		38197	HH7W	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		206.31-	POWER SYSTEMS-FITNESS EQUIP RE		38198	51SW	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		59.00	AOPA-MEMBERSHIP DUES		38199	AGHY	20245.6471		DUES & SUBSCRIPTIONS	AIRPORT
		306.25	AAAE-MEMBERSHIP DUES		38200	JT51	20245.6471		DUES & SUBSCRIPTIONS	AIRPORT
		9.88	SAMS CLUB-RITZ BITS		38201	RB16	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		39.76	SAMS CLUB-FIRST AID KIT		38202	RB16	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		53.22	DKC DIGI KEY-BONDING CLAMPS		38203	2KJD	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		20.16	PRO TEAM-VACUUM BAGS		38204	P9AE	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		195.00	U OF M-CONF REGISTRATION		38205	TGVY	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		318.93	MADDENS-LODGING		38206	HSHV	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		512.19	MADDENS-LODGING		38207	HSD6	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		512.19-	MADDENS-LODGING CANCELLATION		38208	HSFT	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		40.58	ANGELOS RESTAURANT-LUNCH		38209	A28Y	10160.6331		CONFERENCES, TRAINING, TRAVEL	INFORMATION TECHNOLOGY

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122422	4/22/2016		2804 WELLS FARGO REMITTANCE CENTER						Continued...	
		50.00	MN GOVERNMENT-CAFR/GASB MNGFOA		38210	8AGH	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		67.64	OFFICE DEPOT-TAPE/PAPER/PAPER		38211	K4M2	10140.6201		OFFICE SUPPLIES	CITY CLERK
		69.95	BNP MEDIA-ENG NEWS RECORD		38212	391K	10315.6471		DUES & SUBSCRIPTIONS	ENGINEERING
		65.45	STAPLES-PARTITION COAT HOOKS		38213	0HJ7	10315.6201		OFFICE SUPPLIES	ENGINEERING
		225.00	GOV FINANCE-GFOA MEMEBERSHIP		38214	8XE5	10150.6471		DUES & SUBSCRIPTIONS	FINANCE
		63.58	OFFICE DEPOT-FOLDERS/KEYBOARD		38215	K8X8	10140.6201		OFFICE SUPPLIES	CITY CLERK
		39.99	OFFICE DEPOT-KEYBOARD/MOUSE		38216	S36N	10140.6201		OFFICE SUPPLIES	CITY CLERK
		59.99-	CREDIT FOR FAUD CHARGE		38217	F096	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		1,897.62	SPORTSMANS GUIDE-AMMUNITION		38218	HA46	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		80.00	MN DEPTOFLABOR-BLGD OFFICAL LI		38219	PM1N	10420.6471		DUES & SUBSCRIPTIONS	CODE ENFORCEMENT
		39.92	SAMS CLUB-EASTER CANDY		38220	8LVL	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		23.31	OFFICE MAX-BINDERS		38221	5YXR	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		5.13	WALGREENS-RAZORS		38222	2AZV	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		125.82	INN ON LAKE SUPERIOR-LODGING		38223	5VWY	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		24.47	MENARDS-TOOL SET / BRUSH		38224	6N9N	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		9.96	WALMART-BOTTLED WATER		38225	BPXL	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		35.49	OFFICEMAX-OFFICE SUPPLIES		38226	K7NS	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		42.84	ACE HARDWARE-TOOLS		38227	61ZB	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		322.23	MENARDS-SCREWDRIVERS/PLIERS		38228	3013	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		109.57	MENARDS-FLEX CONNECTOR		38229	3E8F	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		190.35	MN GLOVE-UNIFORM SHIRTS		38230	Z5Y6	20243.6245		CLOTHING ALLOWANCE	DOUG WOOG ARENA
		80.00	PAYPAL MIAMA-REGISTRATION		38231	NQ43	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		113.65	ANGELOS REST-TASKFORCE FOOD DR		38232	A279	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		11.48	KNOWLANS-BOTTLED WATER		38233	4E7M	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		67.40	OFFICE DEPOT-COLORED PAPER		38234	7TSE	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		14.37	KWIK TRIP-ARCTIC FREEZE		38235	VD85	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		95.22	DAIRY QUEEN-ICE CREAM FOOD DR		38236	X30N	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		29.92	PARTY CITY-TREAT BAGS		38237	7NZL	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		24.04	MENARDS-CANDY		38238	5YKY	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		27.30	KNOWLANS-MUFFINS		38239	TJGD	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		40.91	OFFICE MAX-OFFICE SUPPLIES		38240	AA6X	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		200.00	MATTIES LANES-FOOD		38241	ZVN8	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		51.97	TARGET-GIFT CARDS		38242	XEHJ	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		110.85	TARGET-TREATS		38243	ZSK1	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		39.79	WALGREENS-PRESENTATION BOOK		38244	3SRN	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		5.45	OFFICE DEPOT- COFFEE		38245	64W8	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		35.71	WALGREENS-COOKIES/CANDY		38246	8LDF	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		16.98	KNOWLANS-COFFEE CAKE		38247	BHVV	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		3.88-	VISTA PRINT-CREDIT FOR TAX		38248	B3DJ	20217.6342	227637	PRINTING AND BINDING	GRANTS/DONATIONS LIBRARY

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122422	4/22/2016		2804 WELLS FARGO REMITTANCE CENTER						Continued...	
		58.35	VISAT PRINT-POSTCARDS		38249	9LPA	20217.6342	227637	PRINTING AND BINDING	GRANTS/DONATIONS LIBRARY
		75.00-	REFUND LATE FEE		38250	LO83	10150.6412		CREDIT CARD/ACH/BANK FEE	FINANCE
		91.07-	REFUND FINANCE CHARGES		38251	FO83	10150.6412		CREDIT CARD/ACH/BANK FEE	FINANCE
		<u>8,864.65</u>								
122423	4/22/2016		4656 WESTMOR FLUID SOLUTIONS, LLC							
		50.93	PART/GAUGE		38061	1195219 RI	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		315.00	LABOR		38061	1195219 RI	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>365.93</u>								
122424	4/22/2016		2849 XCEL ENERGY							
		1,370.19	ELEC/GAS AIRPORT MARCH		38062	495662214	20245.6385		UTILITY SERVICE	AIRPORT
		1,237.80	SEWER - MARCH		38120	496345063	50606.6385		UTILITY SERVICE	SEWER UTILITY
		52.87	POLICE - MARCH		38121	496339396	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		1,676.03	CITY HALL - MARCH		38122	496332393	10330.6385		UTILITY SERVICE	BUILDINGS
		112.56	STREET LIGHT UTILITY FUND		38122	496332393	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		11,466.38	STREET LIGHTS		38123	496189114	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		578.12	PARKS - MARCH		38124	495988557	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		221.46	SPLASH POOL		38124	495988557	10527.6385		UTILITY SERVICE	SPLASH POOL
		88.07	NORTHVIEW POOL		38124	495988557	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		378.41	STREET LIGHT UTILITY FUND		38124	495988557	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>17,181.89</u>								
122425	4/22/2016		2860 ZAHL-PETROLEUM MAINTENANCE CO.							
		300.00	FILLRITE 12V PUMP		38063	0215616-IN	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>300.00</u>								
122426	4/29/2016		1440 FREEDOM SERVICES INC							
		385.25			38344	0426161619183	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>385.25</u>								
122427	4/29/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		375.77			38345	0426161619184	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>375.77</u>								
122428	4/29/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		5,210.00			38349	0426161619188	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>5,210.00</u>								
122429	5/2/2016		5816 ABLE HOSE & RUBBER LLC							

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122429	5/2/2016		5816 ABLE HOSE & RUBBER LLC						Continued...	
		134.68	LONG BRASS NOZZEL		38283	1/873533	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>134.68</u>								
122430	5/2/2016		3739 ACCOUNTEMP							
		3,207.75	WEEK ENDED 4/8/2016 ANDERSON		38362	45520866	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		2,827.50	WEEK ENDED 4/15/2016 ANDERSON		38363	45572661	20230.6302		PROFESSIONAL SERVICES	LIBRARY
		<u>6,035.25</u>								
122431	5/2/2016		1016 ACE HARDWARE & PAINT							
		20.38	SPRAY PAINT/REFLECTIVE LETTERS		38284	527799/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		24.39	SNAP SPRING		38285	527808/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>44.77</u>								
122432	5/2/2016		5257 AL SERVICES LLC							
		177.50	PARTS/LORRAINE PARK LAMPS		38286	4702	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		150.00	LABOR		38286	4702	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>327.50</u>								
122433	5/2/2016		1041 AMERICAN WATER WORKS							
		1,843.00	MEMBERSHIP/DUES RENEWAL		38287	7001187805	50605.6471		DUES & SUBSCRIPTIONS	WATER UTILITY
		<u>1,843.00</u>								
122434	5/2/2016		3867 BARR ENGINEERING COMPANY							
		7,628.00	PS2 ENG 1/23-2/19/16LEVEE EXT		38288	23191213.00-17	40402.6530	201314	IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>7,628.00</u>								
122435	5/2/2016		1138 BRINKMAN, KENNETH							
		15.83	REFUND CSCC PAYMENT/FEB		38289	4/1/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		1.13	TAX		38289	4/1/2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		<u>16.96</u>								
122436	5/2/2016		1141 BROCK WHITE COMPANY, LLC							
		4,245.00	ROADSAVER SEALANT		38290	1141	10320.6220	201602	REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>4,245.00</u>								
122437	5/2/2016		6670 BROTHERS FIRE & SECURITY							
		105,738.74	JOHN CARROLL FIRE ALARM PROJ		38379	98682	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>105,738.74</u>								
122438	5/2/2016		3615 CAMPBELL KNUTSON, P.A.							

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122438	5/2/2016		3615 CAMPBELL KNUTSON, P.A.						Continued...	
		309.74	15002869 FORTEITURE PROCEEDS		38291	4/15/2016	20210.6302	227515	PROFESSIONAL SERVICES	DONATIONS/CONTRIBUTIONS
		250.00	16000584 FORFEITURE PROCEEDS		38292	4/14/2016	20212.6302	227515	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		<u>559.74</u>								
122439	5/2/2016		1163 CARGILL, INC.							
		5,454.67	ROAD SALT		38293	2902780388	10320.6225		ROAD SALT	PUBLIC WORKS
		<u>5,454.67</u>								
122440	5/2/2016		1173 CDW GOVERNMENT INC							
		508.50	REPLACEMENT SWITCH PORTS		38380	CQS4380	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		2,203.50	ANTIVIRUS LICENSE HRA		38381	CST9300	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		196.51	PRINTER		38382	CSD1410	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		150.34	HEADSET		38383	CTQ2280	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		<u>4,258.59</u>	SEC CAMERA REPLACEMENT		38384	CTS6176	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		7,317.44								
122441	5/2/2016		1184 CINTAS CORPORATION #754							
		20.54	WORK SHIRTS		38294	754583460	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		38294	754583460	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SHIRTS		38294	754583460	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SHIRTS		38294	754583460	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		54.56	WORK SHIRTS		38294	754583460	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		20.54	WORK SHIRTS		38295	754580837	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		38295	754580837	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SHIRTS		38295	754580837	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SHIRTS		38295	754580837	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		30.96	WORK SHIRTS		38295	754580837	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		20.54	WORK SIRTS		38296	754578262	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SIRTS		38296	754578262	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SIRTS		38296	754578262	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SIRTS		38296	754578262	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		30.96	WORK SIRTS		38296	754578262	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		20.54	WORK SHIRTS		38391	754586051	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		38391	754586051	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SHIRTS		38391	754586051	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SHIRTS		38391	754586051	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		<u>30.96</u>	WORK SHIRTS		38391	754586051	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		350.28								
122442	5/2/2016		1193 CITY OF WEST ST. PAUL							

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122442	5/2/2016		1193 CITY OF WEST ST. PAUL						Continued...	
		3,120.85	SANITARY SEWER SERVICE 2015		38297	2016-0052	50606.6407		OTHER CITY WATER/SEWER	SEWER UTILITY
		<u>3,120.85</u>								
122443	5/2/2016		2884 COMCAST							
		110.92	INTERNET SERVICE/200 MARIE		38364	877210595029682 8 4/17/16	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		<u>110.92</u>								
122444	5/2/2016		6654 COMO LUBE & SUPPLIES, INC							
		115.00	USED OIL FILTERS CRUSHED		38298	595832	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>115.00</u>								
122445	5/2/2016		6762 D&D INSTRUMENTS							
		239.00	DDFLAT ANALOG		38299	327551	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>239.00</u>								
122446	5/2/2016		1238 DAHN CONSTRUCTION CO, LLC							
		2,442.00	THOMPSON AVE&19TH AVE N		38300	16-47	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>2,442.00</u>								
122447	5/2/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		16,201.06	DESIGN/ENG COST SHARE		38365	00019852	40402.6371	201411	REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		<u>16,201.06</u>								
122448	5/2/2016		6753 DEPARTMENT OF HUMAN SERVICES							
		22,697.60	OUTDOOR SIGNAGE		38301	S0000008737	20210.6430	227575	MISCELLANEOUS	DONATIONS/CONTRIBUTIONS
		<u>22,697.60</u>								
122449	5/2/2016		1380 FACTORY MOTOR PARTS CO							
		167.59	ROTOR / PAD KIT		38302	1-4948788	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		33.56	DEGREASER		38303	1-4949790	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>201.15</u>								
122450	5/2/2016		6763 FALK, BOB							
		57.00	CANCELLED CLASS FOR GRACE		38304	4/1/2016	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		5.00	SURCHARGE		38304	4/1/2016	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>52.00</u>								
122451	5/2/2016		1440 FREEDOM SERVICES INC							
		28.50	APRIL 2016 ADMIN FEE		38305	4261	10150.6375		OTHER CONTRACTED SERVICES	FINANCE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122459	5/2/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		191.97	CORNER PROTECTOR		38315	9144889045	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		226.79	CLEANER/TOWELS/TISSUE		38316	9144874308	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		226.79	CLEANER/TOWELS/TISSUE		38316	9144874308	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>645.55</u>								
122460	5/2/2016		1567 HELLEGERS, PETER							
		27.00	PARKING/TRAINING CLASS 2/2-2/5		38366	4/2/2016	10410.6331		CONFERENCES, TRAINING, TRAVEL	CITY PLANNER
		33.75	PARKING/TRAINING CLASS 4/4-4/8		38367	4/4/2016	10410.6331		CONFERENCES, TRAINING, TRAVEL	CITY PLANNER
		<u>60.75</u>								
122461	5/2/2016		3686 IMPACT PROVEN SOLUTIONS							
		1,309.23	MAIL PROCESS APRIL 2016		38317	112806	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		<u>1,309.23</u>								
122462	5/2/2016		6398 INNOVATIVE OFFICE SOLUTIONS LLC							
		83.80	COFFEE/CREAMER/CUPS/CARTRIDGE		38318	IN1138588	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		32.74	SIGN HERE FLAGS/CLEANER		38319	IN1140216	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		<u>116.54</u>								
122463	5/2/2016		6766 KARHULA, DENNIS							
		31.66	REFUND 2 MONTHS ACH		38368	4/1/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		2.26	REFUND 2 MONTHS ACH		38368	4/1/2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		<u>33.92</u>								
122464	5/2/2016		6767 KELLAS, ALYSSA							
		106.38	MILEAGE REIMBURSEMENT		38369	4/21/2016	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		<u>106.38</u>								
122465	5/2/2016		1803 LANGUAGE LINE SERVICES							
		155.54	OVER THE PHONE TRANSLATION		38370	3793579	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		97.50	LESS DISPUTED CHARGE		38370	3793579	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		<u>58.04</u>								
122466	5/2/2016		1811 LAWSON PRODUCTS INC.							
		213.31	WASHERS/SCREWS		38320	9304002408	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>213.31</u>								
122467	5/2/2016		6681 MANN ENTERPRISES							
		220.50	WATER SOFTENER SALT		38321	040816	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		220.50	WATER SOFTENER SALT		38321	040816	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG

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122467	5/2/2016	441.00	6681 MANN ENTERPRISES						Continued...	
122468	5/2/2016	250.00	1879 MARKS AUTO UPHOLSTERY		38322	1702	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		75.00	LABOR		38322	1702	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		300.00	PARTS		38323	1703	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		125.00	LABOR		38323	1703	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		750.00	PARTS							
122469	5/2/2016	115.00	6768 MERCADO, LILIBETH		38371	4/1/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		8.19	5 MO PARTCIAL REFUND		38371	4/1/2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		25.00	TAX		38371	4/1/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		98.19	CANCELLATION FEE							
122470	5/2/2016	202.50	1948 MIDWEST SAFETY COUNSELORS, INC.		38326	IVC0046182	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		202.50	SAFETY VESTS		38326	IVC0046182	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		112.13	SAFETY VESTS		38326	IVC0046182	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		112.12	SAFETY VESTS		38326	IVC0046182	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		629.25								
122471	5/2/2016	23.00	1988 MINNESOTA DEPARTMENT OF HEALTH		38327	4/12/2016	50605.6331		CONFERENCES, TRAINING, TRAVEL	WATER UTILITY
		23.00	WATERWORKS OPERATOR/KIRCHNER		38327	4/12/2016	50605.6331		CONFERENCES, TRAINING, TRAVEL	WATER UTILITY
		46.00	WATERWORKS OPERATOR/STADTLER							
122472	5/2/2016	1,417.09	2907 MINNESOTA DEPARTMENT OF PUBLIC SAFETY		38387	4/15/2016	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
		1,417.09	VEHICLE REGISTRATION							
122473	5/2/2016	478.08	2009 MINNESOTA PIPE & EQUIPMENT		38324	0352420	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		109.56	VALVE BOX/PENTAGON PLUG		38325	0352818	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		587.64	PLUG							
122474	5/2/2016	100.00	6685 NORDQUIST, GLORIA		38328	043016	50678.6371		REPAIRS & MAINT CONTRACTUAL	JOHN CARROLL APT BLDG
		100.00	KEY PERSON/JOHN CARROLL							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122492	5/2/2016		2692 TWIN CITY HARDWARE						Continued...	
		23.55	PART FOR SALLY PORT GARAGE		38357	785327	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>23.55</u>								
122493	5/2/2016		2702 ULINE							
		199.31	RECLOSABLE BAGS		38358	75973533	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>199.31</u>								
122494	5/2/2016		2731 USABLE LIFE							
		1,726.65	LIFE INSURANCE MAY 2016		38359	4000652217	10101.2178		LIFE INSURANCE	GENERAL FUND
		10.30	TERMINATIONS		38359	4000652217	10101.2178		LIFE INSURANCE	GENERAL FUND
		<u>1,716.35</u>								
122495	5/2/2016		2739 VALLEY-RICH CO., INC							
		18,085.54	WATERMAIN BREAK/501MALDEN ST		38392	22687	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>18,085.54</u>								
122496	5/2/2016		6765 VER-TECH, INC							
		211.11	SERVICE CALL/TRASH COMPACTOR		38360	710683	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		<u>211.11</u>								
122497	5/2/2016		4668 WILLIAMS, TRACY & DEBORAH							
		20.00	PERMIT#SS021068/557 7TH AVE S		38378	SS021068	10420.4264		CONCRETE & FENCE	CODE ENFORCEMENT
		<u>20.00</u>								
122498	5/2/2016		2860 ZAHL-PETROLEUM MAINTENANCE CO.							
		1,128.49	GREASER		38361	0216178-IN	60703.6220	201602	REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,128.49</u>								
2016130	4/29/2016		1338 EFTPS							
		31,327.69			38338	0426161619181	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		29,853.56			38343	0426161619182	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>61,181.25</u>								
2016131	4/29/2016		2013 MINNESOTA REVENUE (C)							
		12,236.84			38348	0426161619187	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>12,236.84</u>								
2016132	4/29/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		314.72			38346	0426161619185	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			38347	0426161619186	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016132	4/29/2016	885.09	1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER						Continued...	
2016133	4/29/2016	3,567.93	2748 VANTAGE POINT TRANSFER (EFT)		38340	04261616191811	10101.2175		OTHER RETIREMENT	GENERAL FUND
2016134	4/29/2016	48,481.16	2200 PERA		38350	0426161619189	10101.2174		PERA	GENERAL FUND
2016135	4/29/2016	230.84	5931 KANSAS PAYMENT CENTER / DK 12 DM 21		38341	04261616191812	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
2016136	4/29/2016	1,590.00	6014 US BANK		38342	04261616191813	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
2016137	4/29/2016	50.00	2718 UNITED WAY OF THE ST PAUL AREA (EFT)		37621	03301614454714	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		50.00			37848	04131611202412	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		50.00			38339	04261616191810	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
2016138	4/20/2016	12.00	6537 FDGL LEASE PAYMENT		38388	160421	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
2016139	4/21/2016	246.04	2013 MINNESOTA REVENUE (C)		38389	MAR 2016	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.35	SALES TAX FOR MARCH 2016		38389	MAR 2016	10101.4673		CASH OVER/SHORT	GENERAL FUND
		16.02	CASH OVER SHORT		38389	MAR 2016	20230.2081		DUE TO OTHER GOVT-SALES	LIBRARY
		942.51	SALES TAX FOR MARCH 2016		38389	MAR 2016	20230.2081		DUE TO OTHER GOVT-SALES	LIBRARY
		1,192.98	SALES TAX FOR MARCH 2016		38389	MAR 2016	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		24.57	SALES TAX FOR MARCH 2016		38389	MAR 2016	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		169.23	SALES TAX FOR MARCH 2016		38389	MAR 2016	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
2016140	4/26/2016	255.00	6037 HEALTHPARTNERS-DENTAL		38390	04/14-04/20/201	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL

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
2016140	4/26/2016		6037 HEALTHPARTNERS-DENTAL						Continued...	
		255.00				6				
2016141	4/29/2016		1559 HEALTHPARTNERS							
		25.00	HRA REIMBURSMENT		38399	04/20-04/26/201	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		25.00				6				
2016142	4/27/2016		6673 LARSON, DEBRA							
		50.00	KEYPERSON NAN MCKAY		38400	043016	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		50.00								
2016143	5/2/2016		1338 EFTPS							
		228.18			38394	0427161608111	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		635.02			38395	0427161608112	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		863.20								
2016144	5/2/2016		2013 MINNESOTA REVENUE (C)							
		151.09			38396	0427161608113	10101.2172		STATE WITHHOLDING	GENERAL FUND
		151.09								
2016145	5/2/2016		2200 PERA							
		382.00			38398	0427161608115	10101.2174		PERA	GENERAL FUND
		382.00								
2016146	5/2/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		2,464.68			38397	0427161608114	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,464.68								
		1,049,460.39	Grand Total							

Payment Instrument Totals	
Checks	914,343.31
EFT Payments	135,117.08
Total Payments	1,049,460.39



City Council Agenda Report

Date: May 2, 2016, 2016

Department: Human Resources

Administrator: SPK

8-C

Agenda Item: Motion to approve an agreement with Ban-Koe Systems Group Inc.

Action to be considered:

Motion to approve an agreement with Ban-Koe Systems Group Inc. for CelerTime and Scheduler Pro Enterprise software.

Overview:

The City currently processes timesheets and payroll manually, which is very labor intensive. City Staff have been researching electronic timesheet capabilities and are recommending entering into an agreement with Ban-Koe Systems Group Inc. for electronic timesheet and scheduling software for our seasonal/variable hour staff. Ban-Koe Systems CelerTime and Scheduler Pro Enterprise software will allow our seasonal/variable hour staff to clock in and out electronically, select what position and/or location they are working, and electronically submit their timesheet for approval and payment. The information will automatically load into our existing payroll system, eliminating the need to manually reenter the information, thus reducing the potential for errors and reduce labor time associated with payroll processes. In addition, this software has scheduling capabilities which will allow departments to establish daily, weekly, or monthly work schedules for their seasonal/variable hour staff. The employees will also be able to access their work schedules from any smartphone or computer. Employees will be able to request shift changes and managers will be able to send messages to their staff. Overall, staff feels this time management software will assist them in better managing their seasonal/variable employees hours and schedules.

City Staff viewed electronic timesheet software from a variety of vendors, and feel Ban-Koe Systems provides the best match for our particular needs. Ban-Koe submitted a quote in the amount of \$16,769.75 for start-up, which includes set-up, integration into our current payroll system of JD Edwards, and training. After the initial start-up costs, there will be an annual support fee in the amount of \$1963.00.

Source of Funds:

Human Resources 2016 Budget: 10125-6572



SALES AGREEMENT

9100 West Bloomington Freeway, Bloomington, MN 55431
tel (952) 888-6688 | fax (952) 888-3344

CUSTOMER PO:
SALESPERSON:

DAN DALEY

DATE:

3/25/2016

PROJECT:	City of South St. Paul	OWNER:	City of South St. Paul
ADDRESS:	125 3rd Ave North #1	ADDRESS:	125 3rd Ave North #1
ADDRESS2:		ADDRESS2:	
CITY, STATE ZIP:	South St. Paul MN	CITY, STATE ZIP:	South St. Paul MN
CONTACT:		CONTACT:	
PHONE:		PHONE:	
FAX:		FAX:	

BILL TO:	City of South St. Paul	SHIP TO:	City of South St. Paul
ADDRESS:	125 3rd Ave North #1	ADDRESS:	125 3rd Ave North #1
ADDRESS2:		ADDRESS2:	
CITY, STATE ZIP:	South St. Paul MN	CITY, STATE ZIP:	South St. Paul MN
CONTACT:		CONTACT:	
PHONE:		PHONE:	
FAX:		FAX:	

THIS ORDER WILL SHIP: TERMS OF **Upon Factory Availability**
 SALE: METHOD OF PAYMENT: **50% Deposit - 40% Due Upon Shipment - 10% Due Upon Owner Training Deposit Required with Signed Order - Ban-Koe Will Invoice Balance**

ORDER SUMMARY: **Automated Time Keeping, Intelligent Scheduling**

TYPE	QTY	DESCRIPTION
LABOR	1	CelériTime Enterprise, 150 Employees, 10 Users, up-to 10 Payrules
LABOR	1	PIT for CelériTime Enterprise, 150 Employees, 10 Users, up-to 10 Payrules
LABOR	1	TSP for CelériTime Enterprise, 150 Employees, 10 Users, up-to 10 Payrules
LABOR	1	CelériTime App, 150 Employees
LABOR	1	PIT for CelériTime App, 150 Employees
LABOR	1	TSP for CelériTime App, 150 Employees
SCHED	1	Scheduler Pro Enterprise, 150 Employees
SCHED	1	PIT for Scheduler Pro Enterprise, 150 Employees
SCHED	1	TSP for Scheduler Pro Enterprise, 150 Employees
SCHED	1	Scheduler Pro Enterprise, Training Track
INT	1	Data Bridge Corporate, 150 Employee, 3 Links (Employees, Hours, Schedules)
INT	1	PIT for Data Bridge Corporate, 150 Employee, 3 Links
INT	1	TSP for Data Bridge Corporate, 150 Employee, 3 Links

Automated Time Accounting	6,784.25
Intelligent Scheduling	7,987.50
Data Integration	1,998.00
Total	16,769.75
Year 2 Annual Support	1,963.00

SUB-TOTAL: TAX: TOTAL 16,769.75
NOT INCLUDED
16,769.75

SHIPPING & HANDLING INCLUDED

REMIT ALL PAYMENTS TO THIS ADDRESS:
BAN-KOE COMPANIES

DEPOSIT: 8,384.88
 BALANCE: 8,384.88

9100 WEST BLOOMINGTON FREEWAY
MINNEAPOLIS, MN 55431



TERMS & CONDITIONS

The attached proposal is valid for sixty (60) Days. After sixty (60) Days, the proposal may be withdrawn at any time. By signing this Agreement, customer agrees to all the Agreement Terms & Conditions, pages 2 and 3 attached herein. Ban-Koe will commence final connections, check-out, certification, and training upon receipt of 90% of the order total. Finance charges will apply on any past due amounts at a rate of 1.5% *18% APR or \$25.00 whichever is greater. Credit Card payments are subject to a 3% processing fee on the total amount charges.

BAN-KOE SIGNS HERE:

BY (X): _____
 TITLE: _____
 DATE: _____

CUSTOMER SIGNS HERE:

BY (X): _____
 TITLE: _____
 DATE: _____



1. All orders are subject to the approval of Ban-Koe Systems Group, Inc.'s (hereinafter "Ban-Koe") corporate office in Minneapolis, Minnesota, and are non-cancelable. The Terms and Conditions of this Sales Agreement ("Agreement") shall prevail notwithstanding any variance with the Terms and Conditions of any purchase order or other document submitted by Customer. Customer may continue to purchase products from Ban-Koe from time to time, in which case the Terms and Conditions of this Agreement shall govern all future sales between the parties.
2. Terms are net cash. Bills are due when rendered. A 1 1/2% per month service charge is added to all amounts not paid within thirty (30) days of shipping date. Customer is responsible for any sales or similar taxes, however designated, levied or based on the sale price of the product or service sold, or its use (including state and local privilege or excise taxes), unless it provides Ban-Koe with an exemption certificate. If full payment is not made within ninety (90) days of the shipping date, Customer is responsible for all expenses, including reasonable legal fees in an amount not to exceed 50% of the value of the products and services sold hereunder, incurred by Ban-Koe with regard to collection. Delivery is F.O.B. point of shipment. Risk of loss or damage is passed to Customer upon shipment. Ban-Koe reserves the right to refuse shipment to a Customer who has an unacceptable outstanding balance overdue with Ban-Koe; and/or to stop work on a project until payment is made.
3. Ban-Koe shall not be liable for delays in delivery due to causes beyond its control. No omission or delay by Ban-Koe at any time in enforcement of its rights hereunder shall be a waiver of such rights, nor shall it affect the right of Ban-Koe to enforce such rights thereafter.

Customer agrees that if it delays the installation, if any, to focus on another project or to work on an internal issue, or if it delays the installation for any other reason, final payment under the terms of this Agreement is due and payable in full within three (3) weeks of the request for such a delay.

4. Ban-Koe warrants that all products shall be free from defects in material and workmanship for a period of ninety (90) days from the shipment date. This warranty is extended to the original end-user purchaser only, and is subject to all the conditions and limitations set forth by the original equipment manufacturer. The above warranty shall not apply to any products or parts thereof in the event of:
 - a) Damages, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress or from causes other than those relating to normal and intended use.
 - b) Failure of an end-user to provide and maintain a suitable installation environment.
 - c) Malfunction resulting from the use of timecards, badges or supplies not approved by Ban-Koe or the original equipment manufacturer.
 - d) Specifically excluded from this warranty are inking rollers, ribbons, light bulbs, fuses and other expendable items of like use.

EXCEPT AS HEREIN EXPRESSLY STATED, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MADE OR AUTHORIZED TO BE MADE WITH RESPECT TO ANY ITEMS OR SERVICES FURNISHED HEREUNDER. BAN-KOE DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Repairs or replacements under this warranty may be made only by Ban-Koe or the manufacturer, and will be made during business hours only after Ban-Koe is notified of a problem during the warranty period and determines that it results from defective material or workmanship under this warranty.
6. Customer understands that the Agreement may include an estimate of professional services hours that will be used for planning meetings, software configuration (on or off site), documenting surveys, testing parameter setup, etc. These professional services hours are a good faith estimate only, based upon Ban-Koe's historical implementation data. Customer agrees that if it uses all the estimated hours and the project is not yet completed, it will have the option to purchase additional hours to complete the project at the agreed upon hourly rate charged by Ban-Koe. Ban-Koe will inform Customer of the progress of the Project as the estimated hours are used. Additionally, if the Ban-Koe Project Manager identifies that Customer is requesting services that are "out of scope" or services that were not included in the hourly estimate, the Ban-Koe Project Manager will bring this to Customer's Project Manager's attention at that time. If the requested services are "out of scope" and Customer agrees to proceed with such services, Customer agrees that it will pay for the additional tasks at the agreed upon hourly rate charged by Ban-Koe for such service.
7. If this Agreement includes professional services hours, the following applies: During the term and for a two (2) -year period following expiration or termination of this Agreement:
 - a) Customer agrees for itself and for its affiliates not to (i) solicit for employment (directly or indirectly) any employee of Ban-Koe or (ii) solicit for employment any former employee of Ban-Koe within one (1) year of the former employee's termination from Ban-Koe.
 - b) "Employment" is defined to include, but is not limited to, permanent, temporary, full-time and part-time work for the employer, as well as the employer's hiring of the employee as an independent contractor or consultant, or the employer's use of a third party such as an employment agency to obtain the employee's services.
8. Excess hardware may be returned only with Ban-Koe's written consent. Prevailing restocking & handling charges will be applied on returns, in addition to any transportation & freight costs. All goods must be returned in saleable condition or additional charges will be applied. Returns will not be honored unless covered by a signed credit memorandum. Return of software is governed by the software license agreement.

Except with respect to a Data Breach, as defined below, caused by Ban-Koe's breach of this Agreement, IN NO EVENT SHALL BAN-KOE BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

Except with respect to a Data Breach, as defined below, caused by Ban-Koe's breach of the is Agreement, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED TWO (2) TIMES THE AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT PROVIDED UNDER THIS AGREEMENT. THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY WILL SURVIVE EVEN IF ANY OTHER PORTION OF THIS AGREEMENT IS FOUND TO BE INVALID OR UNENFORCEABLE UNDER ANY STATUTE, REGULATION, ORDINANCE, EXECUTIVE ORDER, OR OTHER RULE OF LAW.

BAN-KOE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER AND ITS ELECTED OFFICIALS, EMPLOYEES, AGENTS, SUCCESSORS AND PERMITTED ASSIGNS (EACH, A "CUSTOMER INDEMNITEE") FROM AND AGAINST ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, ACTIONS, JUDGMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEYS' FEES, THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER, ARISING OUT OF OR RESULTING FROM ANY THIRD PARTY CLAIM AGAINST ANY CUSTOMER INDEMNITEE ARISING OUT OF OR RESULTING FROM BAN-KOE'S RELEASE OF SENSITIVE EMPLOYEE DATA (INCLUDING WITHOUT LIMITATION, SOCIAL SECURITY NUMBERS, BANK ACCOUNT AND



ROUTING INFORMATION, PAYROLL DATA AND PERSONAL HEALTH OR MEDICAL DATA) (A "DATA BREACH"), BY REASON OF A BREACH BY BAN-KOE OF THIS AGREEMENT OR ANY WARRANTIES HEREUNDER OR BY REASON OF BAN-KOE'S GROSS NEGLIGENCE. THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS SECTION 8 SHALL NOT APPLY TO A DATA BREACH CAUSED BY BAN-KOE.

9. BAN-KOE AGREES TO COMPLY WITH THE MINNESOTA DATA PRACTICES ACT, MINN. STAT. CH. 13 IN REGARD TO ANY INFORMATION OR DATA THAT IT RECEIVES, RETAINS OR RELEASES PURSUANT TO THIS AGREEMENT.

10. This Agreement, combined with any applicable license agreements constitutes the entire Agreement between Ban-Koe and Customer for hardware and software (excluding technical service programs "TSPs"). This Agreement supersedes all prior or contemporaneous representations, negotiations, or other communications between the parties relating to this Agreement's subject matter. This Agreement may be amended only in writing signed by both parties.

11. No action, regardless of form, may be brought by either party more than one (1) year after the cause of action has arisen, except that an action for non-payment may be brought by Ban-Koe within two (2) years after Customer's last payment.

12. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators shall apply Minnesota substantive law to the proceeding (without regard to the choice of law provisions of any jurisdiction) except to the extent federal law would apply to any claim. Any arbitration proceeding under this Agreement shall be conducted in Minneapolis, Minnesota. Either party also may, without waiving any remedy under this Agreement, seek from any court in Minnesota having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal, or pending the arbitral tribunal's determination of the merits of the controversy. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.

SOUTH ST. PAUL POLICE DEPARTMENT POSITION DESCRIPTION

Position: Community Service Officer
Department: Police
Reports To: Shift Supervisor
Revised: May 2016

The mission of the South St. Paul Police Department is to ensure public safety and provide assistance to the community through prompt response, thorough investigation, pro-active policing and community involvement. We are committed to the values of integrity, professionalism and courtesy.

Primary Purpose of the Position:

The Community Service Officer (CSO) performs all duties assigned in connection with the operation of the police department (Department). The CSO position is a non-sworn position that assists in carrying out the mission of the Department by providing support services to all divisions of the police department and performing all tasks as apparent or assigned by a superior officer. The CSO is expected to handle calls for service as directed by supervisor, dispatch, and sworn personnel. The CSO has primary responsibility for all animal control calls received during her or his shift as well as responsibility for follow-up on animal control issues. The CSO does parking enforcement; maintains Department equipment and the related documentation; makes deliveries and does other duties as directed. The CSO is expected to be able to maintain good working relationships with colleagues and the general public. The CSO reports to and receives direction from a superior officer but must be able to perform without direct supervision and exercise independent judgment when required.

Major Position Functions:

- Responds on or off duty to calls for service and emergencies as directed.
- Primary responsibility for all animal control functions including, without limitation, animal pick up and transport and all documentation required by the Department and the South St. Paul Animal Hospital; response to complaints involving nuisance animals, animal welfare and other issues; conducts any required follow-up and issues summons for violations. Responsible for maintaining adequate supplies of Animal Control equipment, supplies, forms and written materials.
- Ensures that all police fleet vehicles are serviced at proper intervals. Delivers vehicles to the appropriate service facility and maintains any required service documentation.
- Exercises care in the use of Department facilities and equipment. Returns equipment to its designated location after use. Reports damage, loss or improperly operating equipment to an immediate supervisor.

- Responsible for cleaning all police fleet vehicles, exterior and interior.
- Monitors squad supplies (necessary forms, log sheets, first aid equipment, traffic control equipment, personal protective gear, etc) and replaces as needed. Reports damage to any police fleet vehicles or equipment to her or his supervisor.
- Conducts patrol by squad, motorcycle, bicycle or on foot as assigned while observing and reporting suspicious occurrences, persons and activities. Provides citizen assists. Performs routine non-emergency duties including such things as extra patrol and vacation home checks, positioning and monitoring the “speed trailer”, building checks, monitoring crime areas, patrolling parks and schools.
- As directed by the shift supervisor or dispatch, handles minor calls (e.g. thefts, vandalism, etc.) Reports to her or his supervisor any similar situation that the CSO may come upon during the normal course of duty without being dispatched. (The supervisor will assign the call to either the CSO or a sworn officer at the supervisor’s discretion.)
- Assists with traffic control and direction only when directed by a superior officer.
- Responsible for parking enforcement and responds to parking complaints received during her or his tour of duty. Conducts follow-up on overtime parking and other pending parking complaints. Special attention is paid to high traffic and the high school area; restricted, timed parking and “resident only” parking zones; and handicap parking areas.
- Responsible for all abandoned or found bike calls occurring during the CSO’s tour of duty. Completes any pending bike calls.
- Responsible for vehicle unlocks; checks “fix-it” tickets; handles fingerprinting requests; conducts “Safe Streets” checks; etc.
- May respond to medical calls when directed and no other squad is available. *Code 2* response only, a *Code 3* response is not authorized.
- May be assigned to property room management and may be responsible to check in and release property if assigned.
- Inspects several areas of the Department at the beginning of each tour of duty and completes the specific tasks associated with each area including but not limited to:
 - Jail Area Retrieves any used blankets and has them cleaned
 - Booking Area Verifies that all necessary jail supplies, fingerprint cards, Intoxilizer mouthpieces, audio tapes, forms, etc. are available and replaced as needed.
 - Clerical Area Completes all communication and other deliveries
 - Garage Area Keeps squad stalls clear of property
- Performs necessary clerical duties as directed by a supervisor.
- Maintains excellent public relations through communications with the public and other departments and agencies. Responds courteously to inquiries made in person, by

telephone or electronically and makes appropriate referrals. Provides information, directions and prompt assistance within the scope of responsibility and refers calls as appropriate to other parties. Participates in public relation activities, crime prevention activities and awareness programs as directed.

- Issues citations for ordinance violations as directed. Appears and testifies in court as required.
- Only wears the CSO uniform when officially acting in the capacity of a CSO. As appropriate, keeps available and uses all required PPE. Subject to routine Department uniform and equipment inspections.
- Prominently displays the “Community Service Officer” placards on the vehicle assigned to the CSO for the performance of her or his duties. Short term transport of other police vehicles (e.g. for cleaning or repair) does not require the attachment of the “Community Service Officer” placards. Drives with due regard for safety and wear and damage to vehicle.
- Conducts and carries herself and himself in a professional manner. Maintains a neat and well-groomed appearance. Copes with difficult situations in a courteous and tactful manner.
- Keeps superior officers advised of developments and of all unusual or sensitive occurrences. Performs other duties as assigned.
- Supports and assists the department’s traffic mitigation program, including speed trailer deployment, vehicular counts and monitoring.
- Covers front office reception area for support staff when support staff is not available.
- Transports prisoners and others to Dakota County Jail, detox, and other destinations as directed.

Extent of Supervision or Guidance Provided:

- Under the direct supervision of the shift supervisor and subject to the chain of command.

Responsibility for Public Contact:

- Daily and continuous, requiring a high degree of tact, courtesy and sound judgment.

Directly Supervises:

- No regular supervisory responsibilities

Knowledge, Skills and Abilities:

- Working knowledge of city ordinances and state and federal laws and rules of evidence within the scope of responsibility.

- Ability to quickly acquire knowledge and skill in the behavior, habits, care and handling of both domestic and non-domestic animals normally encountered in animal control functions.
- Ability to follow oral and written instructions and established procedures, set priorities, organize workload, handle multiple responsibilities, meet deadlines and maintain regular attendance.
- Ability to effectively utilize public relations skills and abilities in resolving disputes and problems through verbal and non-verbal communication.
- Ability to work professionally with other employees and to deal with the public in a courteous, tactful manner.
- Ability to communicate effectively both verbally and in writing in the English language and the ability to provide clear explanations and answers.
- Ability to write clear concise reports.
- Ability to evaluate situations, innovate, improvise as necessary, and adapt to rapidly changing circumstances.
- Ability to sit and stand for long periods of time.
- Ability to walk or run on slippery surfaces.
- Ability to follow animals on foot over all types of ground conditions and over fences and walls if necessary.
- Ability to climb stairs and ladders and climb over or crawl under objects.
- Possess the necessary cardiovascular capability for rapid stair climbing and other strenuous activity, in all weather conditions, while wearing body armor and other equipment.
- Ability to administer first aid and assist the Fire Department as necessary
- Ability to have sufficient grip strength to handle equipment and animals normally associated with animal control functions.
- Ability to drive a motor vehicle for long periods of time, in congested traffic, day and night, and in all environmental conditions.
- Ability to enter and exit a motor vehicle frequently during the course of a shift.
- Ability to balance self while handling weighted equipment.
- Ability to lift or carry equipment from floor to overhead.

- Ability to push and pull objects using total body movements.
- Ability to walk long distances.
- Ability to move around with a combination of weighted gear and equipment and while carrying the additional weight of an object or leading or carrying an animal.
- Ability to hear within normal hearing range with capability to hear and understand spoken English delivered at a normal conversational level.
- Ability to read road signs, house numbers, license plates, etc. day and night. Possess visual acuity correctible to drive a motor vehicle and read common documents.
- Ability to work under stress and pressure.

Working Conditions:

- **Day hours with some regularly scheduled weekend hours. Day, evening, and weekend hours.** May require additional and extended hours, evening and weekend events, and night and weekend callouts.
- Work may take place in a normal office setting or while operating automobiles or other equipment, occasionally for extended periods, day and night, in all weather conditions and extremes; and outdoors for extended periods in all weather and environmental conditions.
- Occasionally may be required to do sustained physical work at a variety of emergency scenes, on difficult terrain, in all kinds of buildings and in dangerous environment.
- Subject to weather extremes and may be required to perform work around moving objects and people; slippery or uneven surfaces; mechanical, chemical and electrical hazards; noise; vibrations; hazardous waste; odors and toxic fumes; lung and skin irritants; infectious diseases, needles, body fluids and blood borne pathogens; and other hazards.

Minimum Qualifications:

- High School Graduate or equivalent.
- At least 18 years of age.
- Possess a driver's license valid in the State of Minnesota **with no suspensions or revocations within the past five years.**
- Must be able to pass a background investigation.
- **Currently enrolled in, or a recent graduate of, a post-secondary law enforcement program**



CITY COUNCIL AGENDA REPORT

DATE: May 02, 2016

DEPARTMENT: Public Works

ADMINISTRATOR: SPK

8-E

AGENDA ITEM: Approve bid from Commercial & Residential Roofing for roof replacement at the Kaposia Park Pavilion.

ACTION TO BE CONSIDERED:

Motion to approve the bid form Commercial & Residential Roofing to remove and replace roof at the Kaposia Park Pavilion in the amount of \$9,880.00.

OVERVIEW:

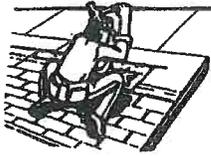
The 2010 roof management report detailed the need for roofs to be replaced. Kaposia Park Pavilion roof is past its useful life and is beginning to show signs of wear and leaking. Staff received three bids for the removal and replacement of the roof.

- Commercial & Residential Roofing - \$9,880.00
- J & B Roofing - \$10,000.00
- DNL Builders LLC - \$15,152.00

Staff is recommending the work be awarded to the low bidder Commercial & Residential Roofing in the amount of \$9,880.00

SOURCE OF FUNDS:

2016 Capital Improvement Plan (CIP)



Commercial & Residential Roofing

2580 67th Court East
Inver Grove Heights, MN 55076
(651) 451-9540
20 Years Experience
LICENSED - BONDED - INSURED
I.D. 20000920



Name Kapine Park Phone 651-554-3228
Street 1028 W. Side Ave April 21 - 2016
City So St Paul State Minn Zip 55013

We Propose hereby to furnish material and labor—complete in accordance with specifications below, for the sum of: \$ 9880.00

Payment to be made as follows: per city council dollars (\$ _____)

When Signed \$ _____ Upon Start \$ _____ Balance to be Paid in Full Upon Completion \$ _____

All material is guaranteed to be as specified. ALL WORK to be completed in a workmanlike manner according to standard practices. Specified work and quoted price subject to change upon discovery of hidden defects. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Products and materials may be substituted for equivalent products due to availability.

Estimated Start Date: _____
Weather Permitting _____
Authorized Signature _____
Note: This proposal may be withdrawn by us if not accepted within _____ days.

We hereby submit specifications and estimates for: Kapine Park Pavilion

- ① Reroof Tearoff House Front Porch Back Porch Garage Flat Roof. (Pavilion)
- ② Protect siding, bushes and yard with plywood & tarps as much as possible.
- ③ Remove all roofing material, stacks, vents, and valleys where necessary, not including furnace blue pipe.
- ④ Remove old roofing nails as needed and re-nail all loose roof boards.
- ⑤ Replace all rotten or damaged roof decking, or any woodwork at a rate of \$ 60.00 per hour, per worker plus materials, or \$ _____ per sheet of 4 x 8 x 7/16 wafer board; or a sum of \$ _____, over and above original bid price.
- ⑥ Apply GAF WW, Grace Ice & Water, or equivalent: 6 feet up from all eaves: _____ wide up the valleys.
- ⑦ Cover remaining roof areas with GAF Shinglemate Wrinkle-Free UL Underlayment felt or equivalent, or 30 lb. asphalt saturated felt.
- ⑧ Install Drip Edge: Rake Eave Galvanized or Aluminum, Color Match Shingles
- 9. Install new 26 gauge galvanized metal valleys.
- ⑩ Install new gutter apron as needed. Reset Gutters
- ⑪ Apply a new self sealing starter course at all eaves.
- ⑫ Install GAF Certaineed Owens Corning Shingles Globe, or Other _____
- 13. Weight _____ Color _____ Style _____ 25 30 Year Warranty
- ⑭ Nail and install shingles with minimum of 4 galvanized roofing nails per shingle.
- ⑮ Install new Boston ridge shingles using a minimum of (2) two galvanized roofing nails.
- ⑯ Install gyp-750, or equivalent heavy duty metal bird proof vents, color Match Shingles
- 17. Install _____ turbine vents _____ galvanized _____ black _____ brown _____ white.
- ⑰ Install 2" 3" 4" galvanized plumbing stacks _____ metal kitchen or bath damper vent.
- 19. Install new 26 gauge step and counter flashing and saddle to all existing chimneys for \$ _____, over and above original bid price.
- 20. Any siding removal and repair to allow installation of new step flashing, including priming & painting, will be done at a rate of \$ _____ per hour per worker plus materials, over and above original bid pricing.
- ⑳ Clean gutters and magnetize yard for nails.

Chimney Repairs

- 1. Tuckpoint \$ _____ over and above original bid.
- 2. install new cap \$ _____ over and above original bid.

Other (specify) Remove Chimney = Replace with Plywood

Contract includes all permits and applicable taxes.
Contractor to clean-up & remove all debris from entire yard.
Contractor not responsible for damage to trees, bushes & shrubs during normal reroofing operation.
Contractor not responsible for dust and debris in attics during roofing. Commercial and Residential Roofing recommends homeowners cover their belongings.
Contractor not responsible for driveway damage.
Contractor not responsible for interior damage due to condensation, ice damming or ice backup.
Contractor to provide mechanic's lien waiver upon receipt of full payment of above work.
Commercial and Residential Roofing to provide _____ Year Manufacturer's Warranty to original owner.
Commercial and Residential Roofing to provide 5 Year Labor Warranty to original owner.
Commercial and Residential Roofing is a fully insured, licensed and bonded organization providing the highest quality workmanship and materials for over 5 years.

Acceptance of Contract

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____
A late fee of 5% will be imposed on any balance not paid within five (5) days of when due. Owner shall pay all Contractor's collection costs including attorney's fees if Owner defaults on payment.
Signature _____
Signature Michael Frankel

NOTICE

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.



PROPOSAL & AGREEMENT

J&B ROOFING

941 16th Ave N
So St. Paul, MN 55075

(651) 457-0391

MN Lic # BC648003

Fully Licensed & Insured

SINCE 1984 FAMILY OWNED & OPERATED
ROOFING - SIDING - GUTTERS

Mike

Name	City of South St Paul	Phone No.	(651) 554-3253	Date	04-05-2016
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Owners Home Address	Job site Address
	Kaposia Park 1028 Wilde Ave South St Paul

Work Description: Tear off & ReRoof Enclosed Pavillion

- Will obtain City Building Permit
- Remove all roofing material down to the sheathing/Decking
- Install Ice & Water shield/barrier
- Install 15# felt
- Install Roofing Shingles: GAF Timberline or Owens Corning
- Replace all Vents, Sewer Stacks, PVC rubber boots
- Install additional Vents if needed
- Install Galvanized Valleys N/A
- Will perform minor repairs
- Will clean up and haul away
- Dumpster and Haul away
- Will complete final inspection
- Lien Waiver will be provided upon payment
- Workmanship warranty: 10 years
- If Required: Install New Flashing System: N/A
- If Required: Install New Drip Edge / Gutter Apron:
- Other: Tear Down Chimney to Roof Level, and Patch Decking.
- Other:
- Other:

The Proposed total amount for Labor, Material & Services is: \$10,000⁰⁰

Terms & Disclosures
Any alternation or deviation from above specifications involving extra costs will be executed upon written orders; and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary property insurance. With payment made as follows: 1/2 down & balance due when job is complete. Mechanics Lien rights reserved.

Respectfully Submitted
Per Hilda Suarez
Note: This Proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Signature

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. Homeowner is responsible for maintenance on roof, siding and gutters this includes snow removal and removal of any debris.

Signature: _____ Date: _____



DNL Builders LLC
 8080 Dana Path
 Inver Grove Heights, MN 55076
 US
 (612) 290-3243
 dnbuilders_mn@yahoo.com

ADDRESS

City of South Saint Paul
 Kaposia Park Pavillion
 1028 Wilde Ave
 So. St. Paul, Mn 55075

ESTIMATE 1007

DATE 03/21/2016

EXPIRATION DATE 03/21/2017

P.O. NUMBER

Kaposia Park Pavillion

ACTIVITY	QTY	RATE	AMOUNT
Tear Off/Re Roof Tear Off and Dispose of 40 Square of Asphalt Shingles, 276' Drip edge, 5 Roof Vents, 5 Stack Vents.	1	0.00	0.00
Tear Off/Re Roof Install new 30 Year Architechtural Shingle (Color TBD). Install 2 rows Ice and Water Shield on Eaves. Install 15# Felt on Remainder of Roof. Install 276' New Drip Edge. Replace 5- 5" Vent Stacks. Install 5 New Roof Vents	1	14,152.00	14,152.00
09 Roof Flashing Tear Off Existing and Install new Riglet on 18"x18" Chimney	1	500.00	500.00
01 Plans and Permits:01.4 Dumpster	1	500.00	500.00

****ANY UNFORSEEN DAMAGE TO ROOF STRUCTURE, SHEATHING, OR FASCIA ETC. WILL BE REPAIRED ON A TIME AND MATERIAL BASIS AT A COST OF \$75.00 PER MAN HOUR PLUS THE COST OF MATERIALS****

****ROOF VENTING WILL BE REPLACED AS IT IS EXISTING. IF MORE VENTS ARE NEEDED OR WANTED, THEY WILL BE CUT IN AND INSTALLED AT A RATE OF \$75.00 PER VENT****

This is an estimate. A signed contract & 50% down payment required after estimate is accepted.

TOTAL \$15,152.00



City Council Agenda Report

Date: May 2, 2016

Department: Community Development/Planning

Administrator: SPK

Agenda Item: 2015 Planning Commission Annual Report

Action to be considered:

Motion to accept the 2015 Planning Commission Annual Report

Background:

The 2015 Planning Commission Annual Report is a summary of the items that the Planning Commission considered over the past year and fulfills the City Code requirement to provide the City Council with an annual report of the Commission’s activities. The most notable projects considered for the year were the Shadegg Mechanical expansion, which involves the construction of a 60,000 square foot office/warehouse building in BridgePoint, an ordinance allowing the keeping of chickens on residential properties, and a new pharmacy use in an existing building in the Southview Hill area across from Central Square. Those projects were just some of the 42 cases that the Planning Commission considered in 2015, they included:

- 8 Conditional Use Permits (CUP)
- 7 Variances
- 3 Site Plan Reviews
- 14 Interim Use Permits (IUP)
- 2 Planned Unit Developments (PUD)
- 1 Plats/Major Subdivisions
- 2 Major Planning Studies
- 1 Ordinance Considerations
- 4 Miscellaneous Considerations

Planning Commission Recommendation:

At their April 13th meeting the Planning Commission unanimously approved the 2015 Planning Commission Annual Report (7-0).

Staff Recommendation:

Staff recommends that the Council accept the 2015 Planning Commission Annual Report

60 –Day Review Deadline: n/a

Source of Funds: n/a

**2015 ANNUAL REPORT
CITY OF SOUTH ST. PAUL
PLANNING COMMISSION**

PURPOSE

This report provides relevant information about the Commission’s activities and fulfills the requirements of City Code 101-22 which specifies that the South St. Paul Planning Commission is to submit to the City Council an annual report of its work during the preceding year.

2015 PLANNING COMMISSION MEMBERS

Ryan Briese – Vice Chairman
 Tim Felton
 Justin Humenik
 Ruth Krueger (9 meetings)
 Mike Madland (1 meeting)
 John Mandt (5 meetings)
 Jason Pachl
 John Ross – Chairman
 Stephanie Yendell (5 meetings)

BACKGROUND – SUMMARY

The City has been working on matching up short-term with Interim Use Permits and long term uses with Conditional Use Permits. The number of Interim Use Permits for 2015 is a reflection of that change with 14 such permits issued on the year. Some of these uses are also multi-year interim uses that will not require City review every year. The most notable projects considered for the year were the Shadegg Mechanical expansion, which involves the construction of a 60,000 square foot office/warehouse building in BridgePoint, an ordinance allowing the keeping of chickens on residential properties, and a new pharmacy use in an existing building in the Southview Hill area across from Central Square.

CONDITIONAL USE PERMITS (CUP)

Case:	Staff Recommendation	Planning Commission Action	Council Action
Powers Automotive, 1505 Concord St. S.	AC	AC (6-1)	D (7-0)
Royal Star Auto Sales, 494 Villaume	AC	AC (6-1)	AC (6-0)
*Fenton Garage, 305 18 th Ave. S. (½ of appl.)	AC	AC (6-0)	AC (7-0)
West Side Transport, CUP Amendment, 411 Farwell	D	T (6-0)	
	AC	AC (6-0)	AC (6-0)
*St. Sava Church, 357 2 nd Ave. S. (½ of appl.)	AC	AC (5-0)	AC (7-0)
*SSP Rod & Gun Club Rifle Range, 600 Gun Club Road (½ of appl.)	AC	AC (5-0)	AC (7-0)
*Powers Garage, 1608 Waterloo	AC	AC (7-0)	AC (6-0)
*Sportsman’s Guide, 490 Hardman Ave. S.	AC	AC (7-0)	AC (6-0)

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

*Partial – also see the Variance section or IUP section

2015 Planning Commission Annual Report
Page 2

INTERIM USE PERMITS (IUP)

Case:	Staff Recommendation	Planning Commission Action	Council Action
Lao Hmong Commemoration Day @ Fleming Field	AC	AC (6-0)	AC (6-0)
SSP Public Archery Range, 405 Kaposia Blvd.	AC	AC (7-0)	AC (6-0)
Robert Brown Auto Show, 1725 Henry Ave.	AC	AC (6-0)	AC (7-0)
Farmers Market, 217 12 th Ave. S.	AC	AC (6-0)	AC (7-0)
Danner Temporary, 843 Hardman Ave S.	AC	AC (5-0)	AC (5-1)
Swan Companies, 455 Concord St. S.	AC	AC (5-0)	AC (7-0)
Ochis Home Occupation, 1688 Stickney Ave. N.	AC	AC (5-0)	AC (6-0)
Commemorative Air Force (CAF), 310 Airport Rd.	AC	AC (6-0)	AC (6-0)
MadFurther Car Show, 1725 Henry Ave.	AC	AC (6-0)	AC (6-0)
Pharmacy Drive Thru, 621 Marie Ave.	D	D (6-1)	A (5-1)
Fury Motors Temporary, 1000 Concord St. S.	AC	AC (7-0)	AC (6-0)
Fury Motorcycle Temporary, 740 Concord St. N.	AC	AC (7-0)	AC (6-0)
Sanimax Temporary Bldg., 545 Hardman Ave. S.	D	D (7-0)	Withdrawn
Sportsman's Guide, 490 Hardman Ave. S.	AC	AC (7-0)	AC (6-0)

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

MISCELLANEOUS CONSIDERATIONS

Case:	Staff Recommendation	Planning Commission Action	Council Action
PC Rules of Order	A	A (6-0)	N/A
Elect Chair (Ross)	N/A	A (6-0)	N/A
Elect Vice-Chair (Ryan Briese)	N/A	A (6-0)	N/A
2014 Annual Planning Commission Report	A	A (6-0)	Accepted

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

PLANNING STUDIES AND ORDINANCE CONSIDERATIONS

Case:	Staff Recommendation	Planning Commission Action	Council Action
Urban Chicken Ordinance	A	D (4-3)	A (6-0)
Sign Ordinance Amendment	T	T (6-0)	1 st Reading
Amending Minimum Bldg. Size in "T" District	A	A (6-0)	1 st Reading

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

2015 Planning Commission Annual Report
Page 3

PLANNED UNIT DEVELOPMENTS (PUD) / PLATS / SUBDIVISIONS

Case:	Staff Recommendation	Planning Commission Action	Council Action
Schadegg Mechanical PUD Amend., Removing previous PUD from Property	AC	A (6-0)	AC (6-0)
Bridgepoint Station 2 Plat Amendment - Canal Addition Replat/Road Dedication, 100 Bridgepoint Curve (Outlot A)	A	A (6-0)	A (6-0)
Sanimax PUD Amend. 505 Hardman Ave. S.	AC	AC (7-0)	AC (4-2)

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

SITE PLAN REVIEWS

Case:	Staff Recommendation	Planning Commission Action	Council Action
BridgePoint Business Park, Building 3, 201 Armour Ave.	AC	AC (6-0)	AC (6-0)
Schadegg Mechanical, 100 Bridgepoint Curve	A	A (6-0)	A (6-0)
Central Bank, 835 Southview Blvd.	AC	AC (5-0)	AC (7-0)

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

VARIANCES

Case:	Staff Recommendation	Planning Commission Action	Council Action
*Fenton Garage, 305 18 th Ave. S.	AC	AC (6-0)	AC (7-0)
*St. Sava Church, 357 2 nd Ave. S.	AC	AC (5-0)	AC (7-0)
*SSP Rod & Gun Club Rifle Range, 600 Gun Club Rd.	AC	AC (5-0)	AC (7-0)
Ramaley Garage, 818 15 th Ave. N.	AC	AC (5-0)	AC (6-0)
Vocovich Fence, 505 17 th Ave. N.	AC	AC (5-0)	AC (6-0)
521 Stewart/HRA, 521 Stewart	AC	AC (6-0)	AC (7-0)
*Powers Garage, 1608 Waterloo	AC	AC (7-0)	AC(6-0)

A=Approval, AC=Approval w/ conditions, D=Denial, T=Table

*Partial – also see the CUP section

PLANNING COMMISSION MEETINGS

Regular Meetings

In the year 2015, the Planning Commission held 10 meetings during the calendar year. The attendance record of current members is provided below. All absences were noted to staff or the Chair prior to the meetings.

Regular Meetings

	<u>Present</u>	<u>Absent</u>	<u>% Attendance</u>
Ryan Briese	7	3	70 %
Tim Felton	7	3	70 %
Justin Humenik	9	1	90 %
Ruth Krueger (9 meetings)	8	1	90%
Mike Madland (1 meeting)	1	0	100 %
John Mandt (5 meetings)	5	0	100 %
Jason Pacht	9	1	90 %
John Ross	10	0	100 %
Stephanie Yendell (5 meetings)	5	0	100%

DEVELOPMENT AND BUILDING PERMITS

Permits were issued in calendar year 2015 for a total of 3 building permits for new residential housing units, all of which were single-family units. There were also 6 homes that were demolished during 2015 which were not the sites of the 5 homes built during the year. There were 456 building permits during the year with the largest number of permits coming from alterations/remodels, reroofing, and windows. The single family lot numbers have been aided by the HRA's Rediscover SSP program that acquires undervalued lots and clears them for development of new housing. It should be noted that the majority of the single family homes built over the last several years have been on Rediscover SSP lots.

Year	Building Permits for new residential units	Single Family	Duplex/ Townhome	New Residential Units
2015	3	3	0	3
2014	6	6	0	6
2013	5	5	0	5
2012	7	4	3	7
2011	3	3	0	3



CITY COUNCIL AGENDA REPORT

DATE: MAY 2, 2016

DEPARTMENT: Airport

ADMINISTRATOR: JPK

8-G

AGENDA ITEM: Approving Right of First Refusal at Fleming Field with Boyd Johnson

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-87 approving the Right of First Refusal to Boyd Johnson for Lot 7, Block 3, Airport Rearrangement 4th Addition and authorize the Mayor and City Clerk to sign on the City's behalf.

Overview:

Boyd Johnson is considering leasing a lot in the West Hangar Area at the airport. Before he leases, he wants to finalize details and costs to build a new hangar. He would like to reserve a lot for approximately sixty (60) days while he does his due diligence. The Right of First Refusal agreement, originally drafted by the City Attorney's Office, holds the lot for a cost of \$100.00, which will be applied to his lease if the lease is executed.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-87

**RESOLUTION RELATING TO AIRPORT:
APPROVING RIGHT OF FIRST REFUSAL AT FLEMING FIELD
WITH BOYD JOHNSON**

WHEREAS, The City Council has reviewed and considered a Right of First Refusal for Lot 7, Block 3, Airport Rearrangement 4th Addition (the "Agreement");

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 Agreement 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 Agreement in the name and on behalf of the City in the form hereby approved.

Adopted this 2nd day of May, 2016.

City Clerk

**RIGHT OF FIRST REFUSAL AGREEMENT
TO LEASE WEST SIDE HANGAR LOT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 2nd day of May, 2016, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and **Boyd Johnson** (Prospective Tenant). For and in mutual consideration and subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

Recital No. 1. Prospective Tenant desires to lease certain real property from City for the purposes of constructing and utilizing an aircraft hangar.

Recital No. 2. Prospective Tenant intends to incur certain expenses, including, but not limited to, design and architectural services related to its proposed utilization of the Hangar Property.

Recital No. 3. Prospective Tenant desires to purchase a leasehold Right of First Refusal to lease the Hangar Property so as to prevent Prospective Tenant from incurring unnecessary expenses, in the event the City leases the Hangar Property to someone else prior to the City entering into a lease with Prospective Tenant.

ARTICLE 2
DEFINITIONS

2.1 **Terms.** The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

2.2 **City.** “City” means the City of South St. Paul, Minnesota, a Minnesota municipal corporation.

2.3 Prospective Tenant. Prospective Tenant means Customer Services Group Inc., a Minnesota corporation.

2.4 Hangar Property. “Hangar Property” means, individually and collectively, that certain real property located in the County of Dakota, State of Minnesota, described and identified on the attached Exhibit A. Hangar Property shall also include all of the right, title and interest of the City in and to any easements, access, permits, rights-of-way, privileges, appurtenances and right to the same belonging to or inuring to the Hangar Property.

ARTICLE 3 **RIGHT TO LEASE**

3.1 Right To Lease For Hangar Construction. From the date of this Agreement until June 21, 2016, City shall not lease the Hangar Property without first providing Prospective Tenant a right to lease the Hangar Property. If City desires to lease the Hangar Property to another identified third party tenant, then City shall provide Prospective Tenant with a written offer that comprises the following:

- a) written notice to Prospective Tenant of intent to lease;
- b) an outline of all the other terms and conditions of the proposed lease;
- c) the total proposed lease amount.

Prospective Tenant shall have ten (10) days from such offer to elect in writing to lease the Hangar Property for the price and in the manner described in the offer. If Prospective Tenant within the ten (10) day period elects to lease, then Prospective Tenant shall provide written notice to the City and the lease shall be executed within twenty (20) days after Prospective Tenant has given such written notice.

If as a result of the process set forth above, Prospective Tenant has not elected to lease, then the City shall have the right to lease the Hangar Property to the third party tenant.

3.2 Payment/Lease Credit. As consideration for the Right of First Refusal granted to Prospective Tenant in Section 3.1 above, Prospective Tenant has paid City \$100.00 the receipt of which City acknowledges. In the event that the parties enter into a lease for the Hangar Property, the \$100.00 payment shall be credited, by City, to rent payable thereunder.

3.3 Termination. The rights granted to Prospective Tenant hereunder, including, specifically the Right of First Refusal created by Section 3.1, shall terminate on the earlier of the following:

- a.) June 21, 2016.
- b.) Such time as the Prospective Tenant and City enter into a lease for the Hangar Property.

ARTICLE 4
MISCELLANEOUS

4.1 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

4.2 Modifications. All modification to this Agreement must be in writing and signed by the parties hereto.

4.3 Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

4.4 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

4.6 Binding Upon the Hangar Property. This Agreement runs with the Hangar Property and shall be binding upon the Hangar Property.

4.7 Binding Upon Parties and Assigns. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

4.8 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE 5
NOTICE TO PUBLIC

5.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of Boyd Johnson right of first refusal to lease the Hangar Property.

ARTICLE 6
NOTICES

Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City: South St. Paul Municipal Airport
Attention: Airport Manager
1725 Henry Avenue
South St. Paul, MN 55075

If to Prospective Tenant: Boyd Johnson
15824 Drymeadow Lane
Apple Valley, MN 55124

Phone: 612-306-7800
Email: bjohnson@spscommerce.com

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the day of mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove first set forth.

City of South St. Paul

By: _____
Beth A. Baumann
Its: Mayor

By: _____
Christy M. Wilcox
Its: City Clerk

Prospective Tenant

By: _____
Boyd Johnson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the ____ day of _____, 2016, by Beth A. Baumann and Christy M. Wilcox, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the ____ day of _____, 2016, by Boyd Johnson, Prospective Tenant.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 7, Block 3, Airport Rearrangement 4th Addition.

According to the plat thereof on file and of record in the office of the Dakota County Recorder.



CITY COUNCIL AGENDA REPORT

DATE: MAY 2, 2016

DEPARTMENT: Airport

ADMINISTRATOR: _____ SPK

8-H

AGENDA ITEM: Approving Lease at Fleming Field with Air Trek North, LLC

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-86 Approving Lease at Fleming Field with Air Trek North, LLC.

Overview:

The City Council is required to approve leases at the airport. The City Attorney's Office has reviewed the lease for Suite #1, 1725 Henry Avenue with Air Trek North on the approved lease form.

Air Trek North will be subleasing two hangars recently purchased by ARJ Properties LLC, to use for a flight school based at the airport. They would like to use the Terminal Apartment as office space for their staff, students, pilots, and instructors. The lease is a 1-year lease with two additional 1-year renewals for a total of 3 years. The first year will be \$550.00 per month. Rent will increase 5% for the second and third year of the lease.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-86

**RESOLUTION RELATING TO AIRPORT:
APPROVING LEASE AT FLEMING FIELD
WITH AIR TREK NORTH, LLC**

WHEREAS, The City Council has reviewed and considered a Lease for Suite 1, 1725 Henry Avenue, South St. Paul, Minnesota (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 Lease 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 and execute the Lease in the name and on behalf of the City in the form hereby approved.

Adopted this 2nd day of May, 2016.

City Clerk

AIRPORT LEASE AGREEMENT

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

AND

AIR TREK NORTH, LLC

[TENANT]

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the ___ day of _____, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and Air Trek North, LLC, a Minnesota limited liability company (“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 that portion of 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:

Suite 1
1725 Henry Avenue
South St Paul, MN 55075

(hereinafter “Leased Premises”)

- 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 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

Subject to Tenant’s ability to extend the Lease as provided in Section 3.1, the term of this

Lease ("Term" or "Initial Term") shall be for a period of one (1) year commencing on June 1, 2016 ("Commencement Date"), unless earlier terminated as provided in this Lease.

SECTION 3
EXTENDED TERM

3.1 Tenant shall have the option to extend the Initial Term of this Lease for up to two additional one (1) year terms ("Extended Terms") 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) month prior to the expiration of the Initial Term of this Lease and the successive First Extended Term, if any. The option to renew for either of the Extended Terms 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) That the Lease Term and the Extended Terms, if any, shall not cause the Lease to continue for more than three (3) years from the Commencement Date of the Lease.

SECTION 4
RENT

4.1 During each month of this Lease, Tenant shall pay to Landlord on or before the first of each month a monthly rent ("Rent") as calculated in this Section. In the event of any fractional month 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 month in question.

4.2 The Monthly Rent during the Initial Term of the Lease shall be **\$550.00**. If Tenant elects to extend the Lease for either of the Extended Terms as provided in Section 3.1, the monthly rent shall be adjusted upward for the First Extended Term to **\$577.50** and to **\$606.38** for the Second Extended Term as further shown in the attached Rent schedule on Exhibit A, which is herein incorporated by reference.

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)]

 X Other (specify) Office

- 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 CONSTRUCTION OF IMPROVEMENTS

- 7.1 Tenant agrees that any improvements constructed by Tenant upon the Leased Premises shall be constructed at no cost to Landlord, and that construction of any improvements shall occur within a time period approved by Landlord.
- 7.2 The construction of all improvements must be built pursuant to the Building Standards Policy attached as Exhibit B, which is herein incorporated by reference.
- 7.3 Before commencing any improvements, and before commencing any repair or alteration costing in excess of One Thousand Dollars (\$1,000), Tenant shall furnish to Landlord for Landlord's approval:
- (i) The plans for such work;
 - (ii) The estimated cost of completing the work;

- (iii) Unless waived in writing by Landlord, a bond or other security in amount, form and with surety satisfactory to Landlord, conditioned for the commencement and completion and payment for such work, and against loss or damage by reason of mechanic's liens; and
- (iv) An insurance policy issued by an insurance company approved by Landlord and in an amount satisfactory to Landlord naming Landlord as an additional insured and protecting Landlord from all liability to persons or property for damages arising out of the contemplated work.

7.4 Tenant shall only proceed with the construction of the improvements upon the Leased Premises after receipt of written approval from Landlord for the plans for the improvements.

7.5 Regardless of whether or not the foregoing bonds, security and insurance are waived by Landlord, Tenant shall:

- (i) Prior to the commencement of any construction, repair or alteration, procure from the necessary authorities any building or other permits that may be required;
- (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any 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 improvements at any time 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 premises not leased to Tenant.

SECTION 9
INSURANCE

- 9.1 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.
- 9.2 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).
- 9.3 Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall apply only when permitted by the applicable policy of insurance. The parties agree to use good faith efforts to have any and all fire, extended coverage or any and all material damage insurance which may be carried endorsed with the following subrogation clause: "This insurance shall not be invalidated should the insured waive any writing prior to a

loss, any or all right of recovery against any party for loss occurring to the property described therein.”

SECTION 10
INDEMNIFICATION

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

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

Tenant shall pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes. If Tenant shall fail to pay any of the taxes, assessments, license fees or other charges when the same become due, Landlord may pay the same, together with any cost or penalty which may accrue thereon, and collect the entire amount so paid from Tenant and Tenant agrees to pay the entire amount to Landlord upon demand.

SECTION 12
SERVICES AND UTILITIES

- 12.1 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, telephone, cable television and all similar services provided.

SECTION 13
INTENTIONALLY OMITTED

SECTION 14
RIGHT TO REMOVE IMPROVEMENT(S) AND PERSONAL PROPERTY
AT END OF LEASE TERM

- 14.1 Upon termination of this Lease, whether on account of default or by lapse of time, Tenant shall not have the privilege of removing from the Leased Premises any improvement(s) thereon belonging to Tenant and Tenant shall restore, at Tenant's cost and expense, 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 thirty (30) days after the termination of this Lease. If said personal property is not so removed within said thirty (30) 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 thirty (30) 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 improvement(s) or personal property 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 thirty (30) days prior to the end of the Lease Term or Extension Term if Landlord will require Tenant to remove the improvement(s) from the Leased Premises. Tenant's failure to remove the improvement(s) at Landlord's direction shall result in Landlord removing the improvement(s) at Tenant's sole expense.

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.

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

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

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

SECTION 18
DEFAULT BY TENANT

- 18.1 The following shall constitute a default by Tenant:
- (i) Tenant fails to pay Rent and such failure to pay shall not be cured within five (5) days from the due date of the payment;

- (ii) 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;
- (iii) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (iv) Tenant is adjudicated bankrupt;
- (v) A receiver or trustee of Tenant's property is appointed by any Court;
- (vi) Tenant makes a general assignment for the benefit of creditors;
- (vii) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (viii) 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 attorneys' fees arising from or attributable to any such breach.

18.3 In the event that Landlord shall terminate this Lease as a result of Tenant's default, Landlord may recover from Tenant:

- (i) The amount of any unpaid Rent which had been earned at the time of such termination;

- (ii) 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;
- (iii) 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 monthly 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
- (iv) 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 improvements and personal property 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 thirty (30) 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 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 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.
- 33.2 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.
- 33.3 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.
- 33.4 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.

- 33.5 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.

SECTION 34
NOTICES

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

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

If to Tenant: Air Trek North, LLC
Suite 1, 1725 Henry Avenue
South St. Paul, MN 55075

or

Air Trek North, LLC
22100 Hamburg Ave
Lakeville, MN 55044

Email: randy@airtreknorth.com
Phone: 952-594-1184

- 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 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:
AIR TREK NORTH, LLC

By: _____
Name: Beth Baumann
Title: Mayor

By:  _____
Name: Randy Schoephoerster
Title: President

By: _____
Name: Christy Wilcox
Title: Clerk

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

ss.

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by Beth A. Baumann, Mayor and Christy Wilcox, City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF _____)

COUNTY OF _____)

ss.

**Tenant Acknowledgment
[Limited Liability Company]**

The foregoing instrument was acknowledged before me this 15th day of April, 2016, by Randy Schoephoerster, President of Air Trek North, LLC, a limited liability company under the laws of Minnesota, on behalf of the entity.

Notary Public

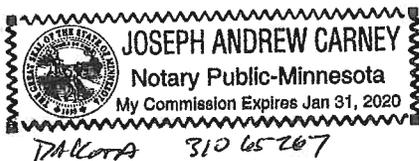


EXHIBIT A

RENT SCHEDULE

The Monthly Rent for the Leased Premises shall be as follows.

LEASE TERMS	MONTHLY RENT
June 1, 2016 – May 31, 2017	\$550.00 per month
June 1, 2017 – May 31, 2018	\$577.50 per month
June 1, 2018 – May 31, 2019	\$606.38 per month

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

Order 5190.5A – AGL-600)

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

not limited to maintenance and repair) that it may choose to perform. (Assurance 22 – FAA Order 5190.6A – AGL-600)

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

Notes

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



CITY COUNCIL AGENDA REPORT

DATE: MAY 2, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-I

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 1st to May 31st. Municipal Code requires that all licenses be approved by the City Council and subject to filing of insurance certificates, background investigations, and submittal of all required forms and documents prior to issuance.

The following are new applications received:

<u>License Type</u>	<u>Name of Applicant</u>	<u>License No.</u>
Housing Evaluator	Ronald D. Staeheli	00005417

SOURCE OF FUNDS:

N/A

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 2, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
9901	Kapasia Convenience Center	00005156	Car Wash	A	05/31/2017	1214 Southview Blvd	
9922	AWM Enterprises, Inc. dba Stockmen's Truck Stop	00005264	Cigarette and Tobacco Sales	A	05/31/2017	501 Farwell Ave	
9901	Kapasia Convenience Center	00005155	Cigarette and Tobacco Sales	A	05/31/2017	1214 Southview Blvd	
9912	RDE, Inc. dba Valentino's	00005164	Entertainment	A	05/31/2017	200 Concord Exchange	
14750	The Garden Bar LLC dba Buggs Place	00005174	Entertainment	A	05/31/2017	925 Concord St N	
14534	Douglas Hastings	00005237	Housing Evaluator	A	05/31/2017		
14542	Roger Pass	00005244	Housing Evaluator	A	05/31/2017		
14894	Ronald D. Staeheli	00005417	Housing Evaluator	A	05/31/2017		
14745	YCH, LLC	00005282	Massage Therapy	A	05/31/2017	625 Southview Blvd	
14750	The Garden Bar LLC dba Buggs Place	00005175	Mechanical Amusement Devices	A	05/31/2017	925 Concord St N	
14750	The Garden Bar LLC dba Buggs Place	00005176	Mechanical Music (Juke Box)	A	05/31/2017	925 Concord St N	
9922	AWM Enterprises, Inc. dba Stockmen's Truck Stop	00005262	Petroleum Dealer	A	05/31/2017	501 Farwell Ave	
9901	Kapasia Convenience Center	00005154	Petroleum Dealer	A	05/31/2017	1214 Southview Blvd	
9901	Kapasia Convenience Center	00005221	Petroleum Dealer	A	05/31/2017	1301 Southview Blvd	
14750	The Garden Bar LLC dba Buggs Place	00005177	Pool Table	A	05/31/2017	925 Concord St N	
14502	Kirk & Carrie Koudelka	00005009	Rental Housing	A	05/31/2017	212 10th Ave S	
12873	Timberly Johnson	00004435	Rental Housing	A	05/31/2017	304 10th Ave S	
11979	Girgis N. Shenouda	00004442	Rental Housing	A	05/31/2017	501-503 10th Ave S	
12041	Mary A. Johansen	00004450	Rental Housing	A	05/31/2017	241 11th Ave N	
14679	Amalie T. Goetz	00005120	Rental Housing	A	05/31/2017	545 11th Ave N	
12936	Sarah Hartung	00004453	Rental Housing	A	05/31/2017	606-608 11th Ave N	

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 2, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
14408	Lewis Khalil	00004458	Rental Housing	A	05/31/2017	201 11th Ave S	
14398	Joseph & Elizabeth Davis	00004463	Rental Housing	A	05/31/2017	314 11th Ave S	
11986	Rhoda M. Arndt	00004469	Rental Housing	A	05/31/2017	222 12th Ave N	
11882	Fathy N. Shenouda	00004472	Rental Housing	A	05/31/2017	400 12th Ave N	
13086	David Chermak	00004479	Rental Housing	A	05/31/2017	551 12th Ave N	
14659	Derek Burington	00005295	Rental Housing	A	05/31/2017	132 12th Ave S	
14348	Sean Arco	00004502	Rental Housing	A	05/31/2017	303 13th Ave S	
14625	Lee & Jenny Prochnow	00005102	Rental Housing	A	05/31/2017	512 13th Ave S	
14599	Brimel Holdings LLC	00005075	Rental Housing	A	05/31/2017	130 14th Ave S	
13086	David Chermak	00005086	Rental Housing	A	05/31/2017	227 14th Ave S	
13086	David Chermak	00004510	Rental Housing	A	05/31/2017	327 14th Ave S	
14430	Shawn Dylla	00004513	Rental Housing	A	05/31/2017	216 15th Ave N	
12070	Joseph P. Sporcic	00004528	Rental Housing	A	05/31/2017	541 16th Ave N	
14790	Tonya Schneeweis	00005307	Rental Housing	A	05/31/2017	117 16th Ave S	
11783	Section 8 Homes	00004534	Rental Housing	A	05/31/2017	359 17th Ave N	
14852	Red Tree Properties, LLC	00005351	Rental Housing	A	05/31/2017	830 17th Ave N	Supportive Services/GRH2
12150	Barbara J. Cubus	00004552	Rental Housing	A	05/31/2017	102 18th Ave S	
12114	Joanne Hoeger	00004556	Rental Housing	A	05/31/2017	144-146 19th Ave S	
12215	358 1st Ave LLC	00004567	Rental Housing	A	05/31/2017	358 1st Ave S	
12266	Brian A. Solos	00004570	Rental Housing	A	05/31/2017	440 1st Ave S	
14722	Catherine McFate	00005134	Rental Housing	P	05/31/2017	616 1st Ave S	
12047	Roaming Homes, Inc.	00004586	Rental Housing	A	05/31/2017	708-710 1st Ave S	
13458	Laura E. Chesney-Gadd	00004593	Rental Housing	A	05/31/2017	808 20th Ave N	
11786	Jeffrey J. Krumrie	00004597	Rental Housing	A	05/31/2017	221 20th Ave S	
13777	Pfalzon Properties	00004598	Rental Housing	A	05/31/2017	239 20th Ave S	
13777	Pfalzon Properties	00004599	Rental Housing	A	05/31/2017	247 20th Ave S	
11882	Fathy N. Shenouda	00004602	Rental Housing	A	05/31/2017	445-447 20th Ave S	
13987	Matthew Moon	00005316	Rental Housing	A	05/31/2017	618 21st Ave N	
11940	Michael L. McFaggen	00004616	Rental Housing	A	05/31/2017	136 2nd Ave S	
11945	Craig H. Kelim	00004624	Rental Housing	A	05/31/2017	244 2nd Ave S	
14469	Home Life LLC	00004628	Rental Housing	A	05/31/2017	301 2nd Ave S	
11870	Nickel Properties	00004634	Rental Housing	A	05/31/2017	358 2nd Ave S	
11871	Anderson-Shearen Properties	00004642	Rental Housing	A	05/31/2017	617 2nd Ave S	
14208	George Sawiers	00004660	Rental Housing	A	05/31/2017	315 3rd Ave S	
13466	Scott McBeath	00004661	Rental Housing	A	05/31/2017	410 3rd Ave S	
11930	Matthew & Carolyn Oleson	00004662	Rental Housing	A	05/31/2017	415 3rd Ave S	

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 2, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
14729	Wainwright Properties, LLC	00005142	Rental Housing	A	05/31/2017	201 4th Ave N	
11871	Anderson-Shearen Properties	00004685	Rental Housing	A	05/31/2017	232-234 4th Ave N	
14659	Derek Burington	00005285	Rental Housing	A	05/31/2017	128 4th Ave S	
12299	Joseph A. Jansen	00004691	Rental Housing	A	05/31/2017	221 4th Ave S	
14420	Lance Stariha	00004699	Rental Housing	A	05/31/2017	846 4th Ave S	
11786	Jeffrey J. Krumrie	00005290	Rental Housing	A	05/31/2017	204 5th Ave N	
11871	Anderson-Shearen Properties	00004704	Rental Housing	A	05/31/2017	205 5th Ave N	
14614	Timothy Turbes & Roberta	00005098	Rental Housing	A	05/31/2017	1414 5th Ave S	
14659	Derek Burington	00005117	Rental Housing	A	05/31/2017	216 5th Ave S	
11870	Nickel Properties	00004712	Rental Housing	A	05/31/2017	335 5th Ave S	
11871	Anderson-Shearen Properties	00004723	Rental Housing	A	05/31/2017	620 5th Ave S	
11945	Craig H. Keim	00005300	Rental Housing	A	05/31/2017	657-659 5th Ave S	
12073	Darrell L. Tutewohl	00004731	Rental Housing	A	05/31/2017	901 5th Ave S	
13316	Stewart Property	00004739	Rental Housing	A	05/31/2017	250 6th Ave N	
12310	Vernon C. Ockwig	00004742	Rental Housing	A	05/31/2017	226 6th Ave S	
12109	Shaun P. Nelson	00004745	Rental Housing	A	05/31/2017	548 6th Ave S	
12096	Margaret R. Bordanea	00004771	Rental Housing	A	05/31/2017	1033-1035 7th Ave S	
11945	Craig H. Keim	00004759	Rental Housing	A	05/31/2017	300 7th Ave S	
14236	Mark Bellile	00004760	Rental Housing	A	05/31/2017	301 7th Ave S	
12220	Pinnalce Properties Inc.	00004764	Rental Housing	A	05/31/2017	440 7th Ave S	
11871	Anderson-Shearen Properties	00005014	Rental Housing	A	05/31/2017	549 7th Ave S	
11798	Kapasia Terrace Ltd Partnership	00004795	Rental Housing	A	05/31/2017	1028 8th Ave S	
11798	Kapasia Terrace Ltd Partnership	00004796	Rental Housing	A	05/31/2017	1028 8th Ave S	
14659	Derek Burington	00005107	Rental Housing	A	05/31/2017	851 8th Ave S	
13611	Mark Cemensky	00004838	Rental Housing	A	05/31/2017	321 Bircher Ave	
11789	Trepanier Properties	00004840	Rental Housing	A	05/31/2017	1820 Bromley St	
14519	Adam Hartman	00005021	Rental Housing	A	05/31/2017	2317 Caroline Ln	
12266	Brian A. Solos	00005080	Rental Housing	A	05/31/2017	118 Dale St W	
14436	Felisha Rhodes	00004881	Rental Housing	A	05/31/2017	226 Douglas St W	
12266	Brian A. Solos	00004884	Rental Housing	A	05/31/2017	615 Dwane St	
14122	The Zerulun Group, LLC	00004913	Rental Housing	A	05/31/2017	221 Grand Ave W 305	
13451	Torin Wicks	00004916	Rental Housing	A	05/31/2017	2304 Isalona Ln	
14852	Red Tree Properties, LLC	00005350	Rental Housing	A	05/31/2017	201 Liberty Pl	Supportive Services/GRH2
12047	Roaming Homes, Inc.	00004922	Rental Housing	A	05/31/2017	926 Logan Ln	
14836	C. Eater II Investments	00005334	Rental Housing	A	05/31/2017	613 Marie Ave	
11945	Craig H. Keim	00004929	Rental Housing	A	05/31/2017	822 Marie Ave	

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 2, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
14398	Joseph & Elizabeth Davis	00005270	Rental Housing	A	05/31/2017	100 Richmond St E	
14398	Joseph & Elizabeth Davis	00005089	Rental Housing	A	05/31/2017	102 Richmond St E	
12004	Legacy Enterprises, LLC	00004960	Rental Housing	A	05/31/2017	1520 Southview Blvd	
11783	Section 8 Homes	00004963	Rental Housing	A	05/31/2017	1800 Southview Blvd	
12055	Timothy J. Berg	00004974	Rental Housing	A	05/31/2017	113-115 Stanley Ave	
12350	Lois A. Glewwe	00004992	Rental Housing	A	05/31/2017	1518 Waterloo Ave	
12073	Darrell L. Tutewohl	00004998	Rental Housing	A	05/31/2017	844 Wentworth Ave	
9923	PNA Zagloba Society, Inc. 1033	00005172	Restaurant	A	05/31/2017	622 1st Ave S	
10009	Concord Ventures, LLC dba Subway Store #11852	00005191	Restaurant	A	05/31/2017	166 Concord St N	
14750	The Garden Bar LLC dba Buggs Place	00005173	Restaurant	A	05/31/2017	925 Concord St N	
9922	A WM Enterprises, Inc. dba Stockmen's Truck Stop	00005263	Restaurant	A	05/31/2017	501 Farwell Ave	
10010	Austin Blues Barbeque	00005192	Restaurant	P	05/31/2017	1214 Southview Blvd	
10096	Tennis Sanitation, LLC	00005196	Trash Hauler	A	05/31/2017		
10091	Keith Krupenny & Son Disposal	00005194	Trash Hauler	A	05/31/2017	1214 Hall Ave	
10098	Kowski Trucking, Inc.	00005198	Trash Hauler	A	05/31/2017	P.O. Box 7241	
14843	DD's Place	00005340	Used Clothing Sales	A	05/31/2017	1335 Thompson Ave	



CITY COUNCIL AGENDA REPORT

DATE: MAY 2, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-J

AGENDA ITEM: Approving Subleases at the Fleming Field Airport Between ARJ Properties, LLC and Air Trek North.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-88 Approving Subleases at the Fleming Field Airport Between ARJ Properties, LLC and Air Trek North.

Overview:

The City Council is required to approve the subleases at the airport. On April 18, 2016, ARJ Properties, LLC assumed the rights and obligations of Leases for Lot 4, Block 8, Outlot C, Airport Rearrangement, also known as 207 Alpha Lane; and Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement, also known as 1620 Henry Ave at the South St. Paul Municipal Airport.

Now, ARJ Properties, LLC, wishes to sublet to Air Trek North the hangars located at 207 Alpha Lane and 1620 Henry Avenue. Air Trek North intends to use the hangars as for maintenance the storage of aircraft in connection with a flight school.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-88

**RESOLUTION RELATING TO AIRPORT:
APPROVING SUBLEASES AT THE FLEMING FIELD AIRPORT
BETWEEN ARJ PROPERTIES, LLC AND AIR TREK NORTH**

WHEREAS, The City Council has reviewed and considered Subleases for Lot 4, Block 8, Outlot C, Airport Rearrangement, also known as 207 Alpha Lane; and Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement, also known as 1620 Henry Ave (the “Subleases”);

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 2nd day of May, 2016.

City Clerk

Commercial Sublease

This Commercial Sublease (this "Sublease") is made effective as of May 01, 2016, by and between ARJ Properties LLC ("Tenant"), and Air Trek North LLC ("Subtenant"). Tenant has previously entered into a lease agreement with The City of South St Paul ("Landlord") dated January 17 1995, and renewed January 1, 2015 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. Tenant now desires to sublet the leased property to Subtenant and Subtenant desires to sublet the leased property from Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant Tenant **Lot 4, Block 8, Outlot C, Airport Rearrangement**, Airport Rearrangement located at 207 Alpha Lane., South St. Paul, Minnesota 55075 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on May 01, 2016 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates December 31, 2024.

EARLY TERMINATION. The parties mutually agree that this sublease may be terminated by either part upon a 120 day written notice.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of \$810.00 per month, payable in advance on the first day of each month. Sublease payments shall be made to Tenant at 3492 Westridge Dr, Shakopee, Minnesota 55379, which may be changed from time to time by Tenant.

Subtenant shall pay for all utilities used or consumed at the Demised Premises during the term of this Agreement as currently obligated by the Tenant under the Prime Lease. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten days of receipt.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Tenant to Subtenant, Tenant may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Tenant's rights to damages. In the alternative, Tenant may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Tenant by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The

rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Tenant, in trust, a security deposit of \$0.00 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

PROPERTY INSURANCE. Subtenant shall maintain casualty insurance on the Premises in an amount not less than \$150,000.00. Landlord and Tenant shall be named as an additional insured in such policies. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant. Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Tenant or Landlord may reasonably require for the protection of Tenants or Landlords interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Subtenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$500,000.00. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant and Landlord. Tenant and Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

WAIVER OF RIGHTS. Each of Tenant and Subtenant agrees to, and does hereby, waive all rights of recovery and causes of action against the other, their respective agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Demised Premises or any of Subtenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents or employees. Tenant and Subtenant also waive all rights of recovery and causes of action against Landlord for loss of business, business interruption or loss of rentals, resulting from any such damage or destruction, notwithstanding that such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents and employees.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

ARJ Properties LLC
3492 Westridge Dr
Shakopee, Minnesota 55379

SUBTENANT:

Air Trek North LLC
22100 Hamburg Ave
Lakeville, Minnesota 55044

LANDLORD:

The City of South St Paul

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Minnesota.

LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises. The effectiveness of this Sublease is expressly conditioned upon Landlord's written consent to this Sublease. Tenant agrees to use its best efforts to obtain such consent. If Landlord's consent cannot be obtained, this Sublease shall be null and void and neither party shall have any further obligations to the other arising out of it.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitation and responsibilities contained in the Prime Lease.

TENANT



ARJ Properties LLC

SUBTENANT



Air Trek North LLC

CONSENT BY LANDLORD. The undersigned hereby consents to the foregoing Sublease specifically reserving, however, the right of the undersigned to refuse to consent to any future assignment or subletting.

LANDLORD

The City of South St Paul

Commercial Sublease

This Commercial Sublease (this "Sublease") is made effective as of May 01, 2016, by and between ARJ Properties LLC ("Tenant"), and Air Trek North LLC ("Subtenant"). Tenant has previously entered into a lease agreement with The City of South St Paul ("Landlord") dated October 3 1994, and renewed Nov 1, 2014 (the "Prime Lease"), a copy of which is attached as an exhibit to this Sublease. Tenant now desires to sublet the leased property to Subtenant and Subtenant desires to sublet the leased property from Tenant. Therefore, the parties agree as follows:

PREMISES. Tenant, in consideration of the sublease payments provided in this Agreement, sublets to Subtenant Tenant Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement located at 1620 Henry Ave, South St. Paul, Minnesota 55075 (the "Premises").

TERM AND POSSESSION. The term of this Sublease will begin on May 01, 2016 and unless terminated sooner pursuant to the terms of this Sublease, it will continue for the remainder of the term provided in the Prime Lease, which terminates October 31, 2024.

EARLY TERMINATION. The parties mutually agree that this sublease may be terminated by either part upon a 120 day written notice.

SUBLEASE PAYMENTS. Subtenant shall pay to Tenant sublease payments of \$885.76 per month, payable in advance on the first day of each month. Sublease payments shall be made to Tenant at 3492 Westridge Dr, Shakopee, Minnesota 55379, which may be changed from time to time by Tenant.

Subtenant shall pay for all utilities used or consumed at the Demised Premises during the term of this Agreement as currently obligated by the Tenant under the Prime Lease. The utilities shall be paid directly to the utility company if separately metered; otherwise, the utilities shall be prorated by Tenant in a fair and equitable manner as mutually agreed to by Tenant and Subtenant and be billed to Subtenant at the same rates as billed to Tenant by the utility company for payment to Tenant. The bills shall be due and payable within ten days of receipt.

DEFAULTS. Subtenant shall be in default of this Sublease if Subtenant fails to fulfill any lease obligation or term by which Subtenant is bound. Subject to any governing provisions of law to the contrary, if Subtenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Tenant to Subtenant, Tenant may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Tenant's rights to damages. In the alternative, Tenant may elect to cure any default and the cost of such action shall be added to Subtenant's financial obligations under this Sublease. Subtenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Tenant by reason of Subtenant's defaults. All sums of money or charges required to be paid by Subtenant under this Sublease shall be

additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

SECURITY DEPOSIT. At the time of the signing of this Sublease, Subtenant shall pay to Tenant, in trust, a security deposit of \$0.00 to be held and disbursed for Subtenant damages to the Premises or other defaults under this Sublease (if any) as provided by law.

CUMULATIVE RIGHTS. The rights of the parties under this Sublease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

PROPERTY INSURANCE. Subtenant shall maintain casualty insurance on the Premises in an amount not less than \$185,000.00. Landlord and Tenant shall be named as an additional insured in such policies. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant. Tenant shall receive advance written notice from the insurer prior to any termination of such insurance policies. Subtenant shall also maintain any other insurance which Tenant or Landlord may reasonably require for the protection of Tenants or Landlord interest in the Premises. Subtenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Subtenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$500,000.00. Subtenant shall deliver appropriate evidence to Tenant as proof that adequate insurance is in force issued by companies reasonably satisfactory to Tenant and Landlord. Tenant and Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

WAIVER OF RIGHTS. Each of Tenant and Subtenant agrees to, and does hereby, waive all rights of recovery and causes of action against the other, their respective agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Demised Premises or any of Subtenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents or employees. Tenant and Subtenant also waive all rights of recovery and causes of action against Landlord for loss of business, business interruption or loss of rentals, resulting from any such damage or destruction, notwithstanding that such damage or destruction may be due to the negligence of Tenant or Subtenant, their respective agents and employees.

NOTICE. Notices under this Sublease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows to every interested party:

TENANT:

ARJ Properties LLC
3492 Westridge Dr
Shakopee, Minnesota 55379

SUBTENANT:

Air Trek North LLC
22100 Hamburg Ave
Lakeville, Minnesota 55044

LANDLORD:

The City of South St Paul

Such addresses may be changed from time to time by any party by providing notice to the other interested parties as described above.

GOVERNING LAW. This Sublease shall be construed in accordance with the laws of the State of Minnesota.

LANDLORD'S CONSENT. The Prime Lease requires the prior written consent of Landlord to any subletting of the Premises. The effectiveness of this Sublease is expressly conditioned upon Landlord's written consent to this Sublease. Tenant agrees to use its best efforts to obtain such consent. If Landlord's consent cannot be obtained, this Sublease shall be null and void and neither party shall have any further obligations to the other arising out of it.

INCORPORATION OF PRIME LEASE. This Sublease is subject to all of the terms of the Prime Lease with the same force and effect as if each provision of the Prime Lease were included in this Sublease, except as otherwise provided in this Sublease. All of the obligations and rights of Tenant under the Prime Lease shall be binding upon Subtenant. All of the obligations of Landlord under the Prime Lease shall inure to the benefit of Subtenant. It is the intent of the parties that, except as otherwise provided in this Sublease, the relationship between Tenant and Subtenant shall be governed by the various provisions of the Prime Lease as if those provisions were included in this Sublease in full, except that the terms "Landlord," "Tenant" and "Lease" as used in the Prime Lease, shall instead refer to, respectively, "Tenant," "Subtenant" and "Sublease." The Subtenant herein executes this Sublease with the express acknowledgement that Subtenant has read, reviewed, understands and agrees to comply with all obligations, rights, limitation and responsibilities contained in the Prime Lease.

TENANT



ARJ Propertics LLC

SUBTENANT



Air Trek North LLC

CONSENT BY LANDLORD. The undersigned hereby consents to the foregoing Sublease specifically reserving, however, the right of the undersigned to refuse to consent to any future assignment or subletting.

LANDLORD

The City of South St Paul



COUNCIL AGENDA REPORT
DATE: May 2, 2016
DEPARTMENT: Parks and Recreation
ADMINISTRATOR: SPK

8-K

AGENDA ITEM: Kaposia Landing Phase 1 Professional Services Agreement Amendment

DESIRED MEETING OUTCOMES:

Pass a Motion to Approve to Amend the Kaposia Landing Professional Services Agreement requested by WSB, Inc. related to construction and monitoring of Kaposia Landing Phase 1.

OVERVIEW:

The Agreement for Professional Services with WSB, Inc. for plans, specifications, and monitoring of the Kaposia Landing Phase 1 was approved by the city council on April 21, 2014 for an amount not to exceed \$358,501. We have received a request of items related to the project services provided by WSB Inc. that have increased design and monitoring cost for the Kaposia Landing Phase 1 project. Their request is a culmination of five design and monitoring aspects of the project spanning May, 2014 to present. Staff has been made aware at every step of the project when cost may increase or decrease according to design modifications and project monitor/supervision. Each aspect and justification for change in cost is itemized below with attached supporting documentation:

1. Topographical survey addition: \$6,250.
Justification: WSB Inc.'s original Professional Services Proposal included options for predesign work as add-ons if deemed appropriate or necessary. After we entered into the original Agreement we did not include the option and extra cost for additional topographical site surveying and base mapping. After the design process commenced, WSB recommended an additional site survey to ensure the four northern softball fields would fit exactly on the site as the concept design shows and according to the original survey completed in 2007. After consulting our Engineering Department, all agreed that for assured accuracy the updated survey should be completed. The survey also provided an AutoCAD survey format that was later necessary for Dakota County and Xcel Energy's plans for electrical and regional trail extension to the park.
2. Additional MPCA dredging material coordination and research \$1,569.50.
Justification: As a cost saving measure, WSB approached the city with an idea to import dredging material to provide the extra needed fill at Kaposia Landing. The dry dredge material would have been imported at a substantial cost saving to the project if deemed appropriate for the site. At the city's direction, WSB analyzed local dredge material, consulted the Minnesota Pollution control Agency (MPCA) and worked with the St. Paul Port Authority to negotiate pricing and importing. At the conclusion of the process, it was deemed that there were too many unknowns regarding the material and the importing would have been more expensive than originally thought. The research and testing WSB accomplished during the process was outside the scope of the original Agreement, thus an extra charge was assessed.
3. Parking lot lighting design: \$3,500.
Justification: The original design of Kaposia Landing did not include parking lot lighting. After proposing the overall Phase 1 design to the Parks and Recreation Advisory Commission and subsequently the city council, all agreed that lighting in the parking lot

should be added to the project. WSB uses an electrical subcontractor, EDI to design lighting and electrical work. The addition of the parking area lighting was outside of EDI's original scope of design work thus WSB incurred an additional fee to add the design and engineering of the parking lot lights to the plan based upon our direction.

4. Kaposia Landing Building Architectural Redesign: \$2,362.50.

Justification: At the 90% Kaposia Landing design review meeting at the January 26, 2015 city council work session, the Kaposia Landing concession/restroom building exterior wall and roofing materials came into question. At the conclusion of the discussion, the city council directed that the exterior material of the building be changed from natural wood to block and that the roofing be changed from wood planking material to asphalt shingles. Being at 90% completion, there was a cost to have the subcontracted architect, Oertel Architects, redesign the material specification and design resulting in an extra charge.

5. Environmental Services related to Construction Administration: \$22,046.50.

Justification: The original Professional Services Proposal included an estimate related to environmental services which included on-site inspections, testing, and removal/oversight of contaminated materials. As a reminder, we are building a park on top of a former demolition landfill so many assumptions were made regarding the cost of environmental services at the beginning of the process. Now that the environmental work and observation is completed, WSB assessed the extra cost above the original agreement in specific areas including: test pits, preparing and submitting the environmental covenant, imported fill material reviews, and Beneficial Reuse Determination coordination with the Minnesota Pollution Control Agency. With the project's earthwork completed and Phase 1 development nearing overall completion, WSB is optimistic there will be no other environmental services required on site.

The total Professional Services Agreement Amendment request for all five aspects is \$35,728.50. Contingency budgeted for Kaposia Landing Phase 1 is \$253,518. Deducting this request, in addition to the three previously approved construction change order requests, would leave a contingency balance of \$152,692.50 available for the remainder of the project.

The detailed documentation associated with the Professional Services Agreement Amendment request including cost breakdown, justification, and correspondence are attached.

SOURCE OF FUNDS:

Park Referendum – 5% contract contingency.



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701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

April 5, 2016

Mr. Chris Esser
Director of Parks and Recreation
City of South St. Paul, Parks & Rec. Director
100- 7th Avenue North
South St. Paul, MN 55075

Re: Contract Amendment Request - Additional Environmental Services Performed
Kaposia Landing Phase 1 Site Improvements - City of South St. Paul

Dear Mr. Esser:

WSB's team of consultants have provided additional services for the project referenced above per the request of the city in accordance with the memorandum sent on August 31, 2015. This letter, along with the attached memorandum dated August 31, 2015, serves as a formal request for contract amendment to account for these additional services performed as they relate to Environmental Services required during construction. With the draft copy of the RAP Implementation Report submitted to the MPCA, WSB has a firm grasp on scope remaining as it relates to Environmental Services Scope. As indicated in the attached memorandum, WSB's Environmental Services for this project was budgeted at \$19,540.50. Fees for professional services related to this work are currently at \$41,587.00, a difference of \$22,046.50. WSB is requesting a contract amendment to increase fees by \$22,046.50. With the project's earthwork completed and park improvements nearing completion, WSB is optimistic that no other Environmental Services will be required on site. Professional fees will continue to be billed on an hourly not exceed basis. The adjustments are included in the table below for your reference to summarize the total contract amount including the requested changes.

	Original Contract Amount:	\$358,501.00
Contract Amendment #1	Topographical Survey, dredging research, parking lot lighting design, architectural redesign	\$13,682.00
Add'l Services Request	Environmental Services related to Construction Administration	\$22,046.50
	Total Adjusted Contract Amount	\$394,229.50

Please review and call me at 763-231-4844 if further discussion is required. If you agree with the additional services, please sign in the appropriate location below and return a copy for our records.

Sincerely,

WSB & Associates, Inc.

Robert A Slipka, RLA, ASLA
Sr. Landscape Architecture

ACCEPTED BY:
City of South St. Paul, MN

By _____

Date _____

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701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

March 16, 2015

Mr. Chris Esser
Director of Parks and Recreation
% City of South St. Paul, Parks & Rec. Director
100- 7th Avenue North
South St. Paul, MN 55075

Re: Contract Amendment Request for Additional Services Requested by City
Kaposia Landing Phase 1 Site Improvements - City of South St. Paul

Dear Mr. Esser:

WSB's team of consultants have provided additional services requested by the city for the project referenced above. This letter serves as a formal request (contract 'housekeeping') based on the past emails and verbal communications related to these additional services. The adjustments are defined the table below for your reference to summarize the total contract amount including the requested changes.

Original Contract Amount:		\$358,501.00
Add'l service	Topographical Survey – approved via email from Chris Esser on 5-8-14	\$6,250.00
Add'l service	Additional MPCA dredging material coordination and research	\$1,569.50
Add'l service	Parking lot lighting design	\$3,500.00
Add'l service	Architectural Redesign	\$2,362.50
Total Adjusted Contract Amount		\$372,183.00

Please review and call me at 763-231-4841 if further discussion is required. If you agree with the additional services, please sign in the appropriate location below and return a copy for our records.

Sincerely,

WSB & Associates, Inc.

Jason L. Amberg, RLA
Group Manager - Landscape Architecture

ACCEPTED BY:
City of South St. Paul, MN

By _____

Date _____

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wsbeng.com

Jason Amberg

From: Chris Esser <cesser@southstpaul.org>
Sent: Thursday, May 08, 2014 4:32 PM
To: Jason Amberg
Subject: RE: Kaposia Landing - confirmation of survey work?

Jason,

Yes – sorry I'm a day late with this. Thanks for the voice message.

Let this serve as confirmation to complete the optional survey work (Item "C") in an amount not to exceed \$6,250 per the proposal dated April 16, 2014.

If you need anything else at this point, please let me know. Thanks.

Chris Esser
Director of Parks and Recreation
City of South St. Paul
Central Square Community Center
100 - 7th Avenue North
South St. Paul, MN 55075
Ph: 651.306.3692 Fax: 651.306.3691

 Please consider the environment before printing this e-mail

From: Jason Amberg [<mailto:JAmberg@wsbeng.com>]
Sent: Wednesday, May 7, 2014 8:45 AM
To: Chris Esser
Subject: Kaposia Landing - confirmation of survey work?

Chris, just a quick follow up to our meeting yesterday afternoon. Please confirm whether you would like us to proceed with the topographical survey for the phase 1 development, which will provide an accurate basemap of the site for detailed design purposes. This was listed as an optional service in the amount of \$6,250.00. We recommend this step to ensure proper fit of the layout related to detailed survey of existing conditions, monitoring wells, terrain, and other existing site features. Please advise and we will proceed accordingly. Thanks again Chris – it was good to see you yesterday!

Jason Amberg, RLA
Senior Landscape Architect
d 763-231-4841 | c 612-518-3696
WSB & Associates, Inc. | 701 Yema Avenue South, Suite 2001, Minneapolis, MN 55416

WSB and McGhie & Betts, Inc. have joined forces! McGhie & Betts is now a Division of WSB, providing a presence in Rochester and Northfield, MN.



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Jason Amberg

From: Jason Amberg
Sent: Tuesday, September 30, 2014 1:22 PM
To: Chris Esser (cesser@southstpaul.org)
Cc: Jamie Wallerstedt
Subject: RE: Port Authority material / PCA

Tracking:	Recipient	Delivery	Read
	Chris Esser (cesser@southstpaul.org)		
	Jamie Wallerstedt	Delivered: 9/30/2014 1:22 PM	Read: 9/30/2014 1:43 PM

Chris,

It was great to see you and Shannon at the MRPA conference last week!

I am just getting back to you about the additional services we have been tracking separately for this unexpected dredging material aspect of the project. We are currently at approximately \$1,600 with the expectation that the remaining PCA permit and coordination related to the use of the dredging material will be another \$1,000. In summary... we expect the total additional WSB fee for this work to be approx. \$2,600.

Please let me know if you have any questions or wish to discuss further.

Thanks!

-----Original Message-----

From: Jason Amberg [mailto:JAmberg@wsbeng.com]
Sent: Monday, September 08, 2014 3:49 PM
To: cesser@southstpaul.org
Cc: JWallerstedt@wsbeng.com
Subject: Port Authority material / PCA

Chris, this email serves as a brief follow up to our meeting this afternoon with the port authority to explore opportunities to obtain low cost fill material to thicken the 'cap' for the Kaposia Landing site.

Per your direction, we will begin the process of further coordinating the dredging material analytical data from the Port Authority with the PCA to confirm that they will accept the material for the use at Kaposia landing and begin the permitting process. We will track our time separately for this additional work and I will relay the anticipated additional fee to you once Jamie has a chance to review the specific PCA permit requirements for this further.

Please respond if you do not agree.

Thank you.

Jason Amberg
- Sent from my iPhone

Jason Amberg

From: Jason Amberg
Sent: Wednesday, January 21, 2015 5:39 PM
To: Chris Esser
Subject: FW: Kaposia - Parking Lot Lighting

Chris, below is the estimated electrical fee to expand scope of services to include the parking lot lighting. We can provide a more formal proposal, but I wanted to share the \$ amount with you as soon as I learned it. We can talk more later this week following our meeting tomorrow.

Thanks.

From: Jay Hruby [<mailto:JHruby@edilimited.com>]
Sent: Wednesday, January 21, 2015 4:56 PM
To: Jason Amberg
Subject: Kaposia - Parking Lot Lighting

Jason:

You had asked what the upcharge to complete the parking lot lighting design for Kaposia. I estimate the cost to complete the electrical design to be \$3,500.

Do you want a formal proposal?

Thanks,

Jay Hruby, PE | Principal

edi
engineering design initiative
1112 N. 5th St. | Minneapolis, MN 55411
Direct 612-767-2935 | Cell 612-518-6285

[email](#) [website](#) [v-card](#) [bio](#)



DATE:
January 26, 2015

TO:
Chris Esser, City of South St.
Paul

FROM:
Andrew Cooper, Project
Architect, Oertel Architects

RE:
South St. Paul, Kaposia Landing
Concession Building Cost
Alternatives

Mr. Chris Esser-

The purpose of this memo is to provide you with construction cost information and cost alternatives for the Kaposia Landing Concession Building, as requested in your email from Friday, January 23, 2015.

I will provide you total cost for the current, 99% complete design, as well as alternatives for the following:

- Concrete block exterior finish in lieu of Natural wood siding
- Asphalt shingles in lieu of Natural Wood Plank Roofing
- Insulating and heating the building, two (2) individual options.

Where possible, each alternative will include itemized cost reductions or cost additions where applicable to help explain the total cost change. Also where applicable, a short narrative will be provided to explain the changes or design issues with those changes.

Each total cost provided represents the Architect's estimate for building construction plus a percentage of contractor's profit and overhead costs. The total cost has been generated using quantities on the project as determined by the drawings, and associated unit costs for those quantities. Those unit costs have been determined by historical, industry wide published data and/or recent, actual bid projects, as well as independent contractor reference during the course of the design process.

The costs have been rounded from the final spread sheet estimates for ease of presentation.

Current Design

The current design features a CMU block back up wall, which is clad in with a natural wood board siding as a rain-screen wall system and a decorative cultured stone base. The roof structure is provided by glued laminated trusses at exposed areas, such as the picnic shelter, and pre-engineered dimensional trusses at the remainder of the building. The roof is decked with 2" structural wood decking, also at exposed areas and plywood at the un-exposed. The finished roof material is a wood plank attached to wood furring strips to allow an air chamber behind the finished roof, essentially creating a rain-screen at the roof as well.

Interior finishes include Minnesota Department of Health required finishes for the use of concession sales.

This building is un-insulated, and is therefore un-heated. The use is seasonal and measures must be taken at the end of each season of use to winterize the facility.

As the facility is unheated and soils are susceptible to frost damage, the entire building is constructed on a structural footing and foundation.

Current Total Cost: \$627,000

Cost Alternative #1

This cost alternative involves the following:

- Replace wood plank roofing with asphalt shingles
- Remove wood board siding, and portions of wood plank siding and provide a finished CMU face at exterior.
- Add for a decorative block material and installation

Some wood board siding is still provided at the roof line to conceal gutters and provide cover to structural elements. Some wood plank siding is still being provided at the gable ends of the building, where wood framing is placed on top of the concrete block to reduce concrete block costs.

The decorative block becomes the finished face of the wall.

Resulting image is provided as an attachment to this memorandum.

Total Cost Alternative #1:	\$577,000	(\$49,000 total deduct)
Shingles Deduct: Net		(\$27,700)
Wood Board Siding Deduct: Net		(\$10,300)
Wood Plank Siding Deduct: Net		(\$5,600)
Cultured Stone Veneer		(\$5,400)
Add Decorative Block Cost:	\$3,000	
General Conditions Scope Deduct:		(\$3,000)

Add for additional design time to revise Architectural documents at 99% completion level: Revise exterior elevations, building sections, wall sections, construction details and project specifications:

1 work week of schedule delay

Add **Note: Only \$2,362.50 incurred for redesign. JLA 3-16-15**
\$6,000 Not to Exceed
(Billed hourly based on \$95/hr)

Cost Alternative #2-a

This cost alternative involves insulating and heating the building.

The heating and insulating of the building is slightly complicated to forecast exactly because of pending changes to Minnesota Energy Code. The estimate provided here is based on current forecasts of what may be required in the new Energy Code, which will be applicable at the time of this projects permitting).

This alternative provides the following:

- Provide foundation, wall and roof insulation in amounts required per code
- Decrease the amount of foundation wall at interior walls
- Provide/ add masonry veneer with all related accessories, in lieu of wood board siding
- Add for increase foundation wall thickness, also increasing footing width with masonry veneer addition
- Asphalt Shingles and additional layer of roof decking for shingle installation



-Add electrical heat sources

Total Cost Alternative #2-a:	\$711,000
Footing Increase	\$1,500
Masonry	
Foundation Wall Net Change	\$16,000
Masonry Veneer	\$23,000
<i>Cultured Stone Veneer</i>	(\$5,450)
Added Layer Roof Sheathing (Above Insulation)	\$20,300
Below Grade Insulation	\$3,000
Above Grade Wall Insulation	\$4,650
Above Roof Deck Insulation	\$14,000
<i>Shingles Deduct: Net</i>	(\$27,700)
<i>Wood Board Siding Deduct: Net</i>	(\$11,700)
<i>Wood Plank Siding Deduct: Net</i>	(\$5,600)
Electrical Heat Addition	\$45,000
Increased Scope & Increased General Conditions	\$11,000

Roofing Option: Original Cedar Plank Roofing and furring and omit shingles and added layer of roof sheathing: Add \$7,400.

Add for additional design time to revise documents at 99% completion level:
Revise Building Plans (Architectural, Structural, Mechanical and Electrical).
Revise exterior elevations, building sections, wall sections, construction details and project specifications:

3-4 work weeks of schedule delay

Add \$21,500 (Billed Hourly)
Includes all disciplines

Cost Alternative #2-b

This cost alternative also involves insulating and heating the building, but changes the method of construction. In lieu of concrete block, foundation wall insulation, above grade wall insulation, roof deck and roof insulation, the construction would consist of structural insulated panels (SIPS). This alternative is like a pre-cast concrete wall panel, but constructed with expanded polystyrene insulation sandwiched between layers of wood sheathing. The result is a wall and roof panel that provides an air-tight, fully insulated building with the insulation values required by code.

The alternative includes the following:

- SIP Wall and Roof panels
- Current project exterior finishes, with alternate costs for alternate materials
- Add electrical heat sources

OERTEL
ARCHITECTS

Total Cost Alternative #2-a:	\$718,000
<i>Foundation wall and Exterior Wall Deduct:</i>	<i>(\$21,600)</i>
SIP Roof Panel Add (R-30)	\$27,500
SIP Wall Panel Add (R-30)	\$25,250
<i>Lintel Deduct:</i>	<i>(\$500)</i>
Restroom Backerboard and Tile	\$8,000
Concession Backerboard and Tile	\$8,000
Electrical Heat Addition	\$45,000
Increased Scope &	
Increased General Conditions	\$2,000

Exterior Finish Deducts (Similar to Cost Alternative #1)
Shingles Deduct: Net (\$27,700)

Masonry Veneer in lieu of Wood Board Siding
Add \$10,000

**Masonry products can be installed on SIPs, however,*

Add for additional design time to revise documents at 99% completion level:
Revise Building Plans (Architectural, Structural, Mechanical and Electrical).
Revise exterior elevations, building sections, wall sections, construction
details and project specifications:

5-6 work weeks of schedule delay

Add \$26,500 (Billed Hourly)
Includes all disciplines

Summary

Chris, I hope this helps compare the costs in an apples to apples way. As mentioned with each option, some level of additional design time and additional design fee is going to be incurred as the current project time line has the current design at a stage of 95% or more completion. Those additional fee numbers are very rough, quick estimates based on initial review of the scope of work for each option. In every case, the fee would be billed hourly as the costs are incurred.

If you have any questions, please feel free to contact me at any time.

Thank you.

Andrew Cooper
Oertel Architects



Memorandum

To: Chris Esser, City of South St. Paul

From: Robert Slipka, WSB & Associates, Inc.

cc: John Sachi, City of South St. Paul

Date: August 31, 2015

Re: Kaposia Landing – Phase 1
Additional Services Related to Environmental Services
WSB Project No. 1261-720

This memorandum is being sent to provide a brief status update of environmental costs incurred to date as we recently discussed over the telephone related to out of scope and additional environmental-related work that has been performed at this project to date. As per the scope outlined in the original Contract Agreement dated April 16, 2014 and Contract Amendment dated March 16, 2015, fees related to (environmental) on-site inspections, testing and removal oversight/ observation were based on certain assumptions. These factors included unknown subsurface debris/contamination types and locations as well as uncertainty of duration and schedule of contractor removal activities. It was further noted that the City was aware of these assumptions and that this aspect of the scope and fee was subject to future adjustment.

Environmental services for this project are budgeted at \$19,540.50, which included Project Design (MPCA coordination, work plan, landfill permit updates) and Project Implementation/Oversight (MPCA related inspections, testing and final document reporting). As of July 24, 2015, our incurred labor and expenses is currently \$22,646.75 for the above listed tasks as well as out of scope/additional services performed. The following is a brief summary for previously mentioned out of scope/additional services that have been provided by WSB for this Project including:

- *Test Pits* – Following previous conversations and approval from the City, the completion of 38 exploratory test pits were obtained to provide point specific data for soil strata and waste characterization purposes in areas of known deep excavation. This data was used to aid in project planning and schedule management of site excavations and removals between the Contractor and WSB's Environmental Staff. The data and analytical information received from test pit samples allowed the Contractor to immediately remove materials from the site instead of stockpiling and testing. WSB's Environmental Staff also had a more clearly defined schedule of when work would require their presence minimizing on site observation time. The on-site

observation of test pit digging and sampling of test pit materials was not included in the contractual scope of professional services.

- *Environmental Covenant* – During the MPCA review process for this project, it was discovered that previously prepared and submitted RAP and Environmental Covenant conducted by a previous consultant were not formally approved by the MPCA. WSB's Environmental Staff was required to utilize additional time to review the previous consultants (McCain & Associates) RAP and additional communications were conducted with both the previous consultant and MPCA to determine what had been submitted to/received by the MPCA. Additional investigation and communications were also had with the City, MPCA & previous consultant (McCain & Associates) to verify the status of the Environmental Covenant. WSB's Environmental Staff provided revisions and updating/editing of Environmental Covenant for submittal to and review by the MPCA as well as on-going communications between the City and MPCA to finalize covenant. The facilitation and administrative support of this review and re-submittal process was not included in the contractual scope of professional services.
- *Proposed Imported-fill Materials Review* – It was originally assumed that the landfill cap was of sufficient depth to construct the proposed improvements. During the initial stages of this project it was learned that the cap depth was minimal. As such, the cost to excavate landfill material for construction of footings and utilities would be cost prohibitive. At this time, WSB and the Owner reviewed costs to export solid waste materials related to excavations for said footings and utility improvements in comparison to importing fill material to raise the site. It was determined that raising existing elevations by importing fill material would minimize solid waste material extraction which would provide an overall project savings. To date, WSB has provided geotechnical and analytical review of nine (9) different sources proposed for use of imported fill material. The MPCA and Dakota County have specific analytical criteria that have to be met for imported materials on a landfill site. Similarly, WSB specifies geotechnical requirements for imported soils to ensure proper compaction, organic content, moisture content, as well as additional technical requirements for the various forms of proposed site improvements. Many of these sources submitted by the Contractor included in-situ materials sampled during Phase II activities and have included as many 50-60 analytical samples per source. For sites with soils identified as both acceptable and unacceptable for reuse, the contractor also provided a quality control plan to identify how the soils would be assessed and managed during removal to ensure that no contaminated soil would be brought to the Site. We have currently completed review of three (3) quality control plans associated with proposed imported fill materials at the Site. The analytical and geotechnical review of soils from various borrow sites was not included in the contractual scope of professional services.
- *Beneficial Reuse of Non-ACM Debris* –Based on historical information for the project site and as a precaution for project related excavation, Asbestos Containing Waste Material (ACWM) debris was presumed to be present at locations throughout the construction limits. During the course of project excavation it was determined by WSB staff that there were locations where no

Mr. Chris Esser
August 3, 2015
Page 3

suspect asbestos containing materials were identified and that the debris located in some areas was suitable for potential Beneficial Reuse Determination (BUD) granted by the MPCA. WSB administered communications with the MPCA and prepared a written proposal requesting a BUD for non-ACM debris (primarily concrete block, asphalt and glass) at the Site. After receiving authorization for beneficial reuse at the site, WSB provided oversight of BUD implementation including documentation of material sorting (removal of wood, steel, plastic and other degradable material), documentation of material placement (depths and locations), material reuse quantification and landfill cap restoration. This documentation will be included as part of the overall Response Action Plan Implementation Report that will be submitted to the MPCA following project completion.

As we move towards project completion we have identified a number of tasks that remain to be completed. It is our understanding that the contractor will require more import sources to have sufficient material to reach the proposed grade. Analytical data from these additional source materials will need to be reviewed to ensure they meet MPCA and Dakota County requirements. We further understand that the force main and score board footings installations have the potential to impact buried debris and anticipate up to 3 more partial days of field oversight for removal, assessment and disposal documentation to complete work at these locations. Following the completion of oversight activities, additional MPCA communications will be required as we move toward completion of both the Environmental Covenant and finalization of RAP Implementation reporting. Based on our past experience with similar projects, we expect that completion of the RAP Implementation report will require approximately 60-80 hours for completion, plus additional time for MPCA communications, report review and revisions.

Following conversations with the Owner, it is our hope that there is enough unused budget from other tasks to cover the additional environmental costs associated with this project. However, if this cannot be accomplished, a Contract Amendment will be required to cover expenditures for these additional services.

Upon review of this letter, please do not hesitate in contacting me with any questions or clarifications related to the submitted information.

Thank you again for the opportunity to work with you on this great project.

Sincerely,

WSB & Associates, Inc.



Robert A. Slipka RLA, ASLA
Senior Landscape Architect



City Council Agenda Report

Date: May 2, 2016

Department: City Clerk

Administrator: SPK

9 - A

Agenda Item: Public Hearing – Liquor Violation at The Garden Bar

Actions to be considered:

Motion to adopt Resolution No. 2016-84, imposing sanction upon retail intoxicating liquor license holder – The Garden Bar located at 924 Concord Street North.

Overview:

On April 18, 2016, the City Council called for a hearing to be held this evening to consider imposition of a sanction for liquor sales violation which occurred at The Garden Bar.

On March 25, 2016, the Police Department conducted liquor compliance checks on all South St. Paul liquor license holders. The Garden Bar was found to be in violation of liquor laws by selling to a minor. State law authorizes the City Council to impose sanctions on a liquor holder for liquor law violations and requires that no suspension or revocation take effect until the licensee or permit holder has been given the opportunity for a hearing. At this hearing, the applicant is allowed to present evidence and argument with respect to said violation.

In September of 2003, the City Council adopted a resolution which sets forth guidelines that may be considered when determining the sanction to be imposed. A copy of that resolution is attached.

ATTACHMENTS:

- Resolution No. 2016-84, imposing sanction to The Garden Bar
- Police Department Incident Report
- Resolution No. 2003-183 – Guidelines when considering civil penalties
- Listing of past sanctions (Civil Penalties Imposed)

Source of Funds:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-84

**RESOLUTION IMPOSING SANCTIONS UPON
RETAIL INTOXICATING LIQUOR LICENSE HOLDER
THE GARDEN BAR**

WHEREAS, state law authorizes a city council to impose sanctions upon the holder of a retail intoxicating liquor license who has failed to comply with an applicable statute, upon a hearing duly noticed, and the opportunity for the license holder to be heard;

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

FINDINGS

- 1.01 Notice of a hearing for the imposition of a sanction for a liquor violation was duly given to the intoxicating liquor license holder for the premises at 925 Concord Street North, South St. Paul, Minnesota on April 19, 2016, pursuant to Minnesota Statutes, sections 14.57 to 14.69.
- 1.02 The hearing was held on Monday, May 2, 2016, in the Council Chambers in the Municipal Building.
- 1.03 At the hearing all persons who appeared and desired to be heard, were heard.

CONCLUSION

- 2.01 Based upon the evidence presented at the hearing, the City Council concludes that the retail license holder for the premises at 925 Concord Street North (The Garden Bar) failed to comply with an applicable statute in that an alcoholic beverage was sold to a minor on March 25, 2016, in the licensed establishment.

2.02 The following sanction is imposed for the violation:

- (a) That a \$500.00 civil penalty is imposed, but \$200.00 is suspended upon the condition that there is no same or similar offence within one year of March 25, 2016. That the \$300.00 civil penalty be paid by 4:30 p.m. on May 9, 2016. If the \$300.00 civil penalty is not paid by May 9, 2016, the license will be further suspended without notice of the licensee until the civil penalty is paid.

Adopted this 2nd day of May, 2016.

City Clerk

South St. Paul
Disposition: Active/Pending

INCIDENT

Case Number: 16000957
Title: Alcohol Compliance Checks

16000957

Charges/Offenses: 340A.503.2(1)

Incident Type: Other

Citation Issued: No

Investigation Needed: No

CAD #: 16004369

Admin Review Needed: No

How Initiated: In Person

OFFICER INFORMATION

Name	Agency	Badge	Type
Melissa Lou Cavalier	South St. Paul	2141	Primary
Richard Schwab	South St. Paul	2124	Assisting

EVENT DATES

Reported	On Scene	Cleared
2016-03-25 13:57	2016-03-25 13:57	2016-03-25 13:57

INCIDENT DETAILS

Address: 925 CONCORD Street N; SOUTH SAINT PAUL, MN 55075; Dakota US

Location Type: BAR/NIGHT CLUB

Location Description: Garden Bar (formally Buggs Bar)

Start Date: 2016-03-25 13:57

End Date: 2016-03-25 13:57

Parties Involved

BUSINESS 1

Role(s): Other

Business Name: Bugg's Place

Business Type:

Description:

Location: 925 CONCORD Street N; SOUTH SAINT PAUL, MN 55075; US

PERSON 1

Role(s): Witness

Last: Y First: R Middle: Y-K Suffix:
Date of Birth: 1996-09-26 Age: 19 Is Juvenile: No

PERSON 2

Role(s): Witness

Last: M First: W Middle: J Suffix:
Date of Birth: 1996-11-18 Age: 19 Is Juvenile: No

PERSON 3

Role(s): Mentioned

Last: Bishop First: Jonnicc Middle: Danielle Suffix:
Date of Birth: [REDACTED] Age: 24 Is Juvenile: No

Residence: [REDACTED]

Cell Phone: [REDACTED] Description:

Incident Report

South St. Paul
Disposition: Active/Pending

INCIDENT

Case Number: 16000957
Title: Alcohol Compliance Checks

16000957

Sex: Female Height: 501 Weight: [REDACTED] Hair: Eyes: Green
Race: White Ethnicity: Build: Complexion:

EMPLOYMENT INFORMATION

Name: Buggs Bar Type:
Occupation: bartender Shift:

CHARGES/ORDINANCES

Type: Statute Chapter: 340A Section: 503 Subdivision: 2(1) Citation #:
UOC: 4199 Level: Gross Misdemeanor Enh. Factor:
Description: Liquor-Purchase/Sell/Barter/Furnish/Give to u/21yr

STATEMENT

On 03/25/16 at approximately 1238 hours, officers conducted alcohol compliance checks at The Garden Bar (Formally known as Buggs Bar) located at 925 Concord Street North. Two decoys entered the bar and ordered a beer each. The bartender (later identified as Jonnice Bishop) served the decoys a 12oz bottle of Bud Light and a 12oz bottle of Coors Light without asking their age or checking their identification. The decoys were both nineteen years of age.

Officer Schwab and I entered the bar and confirmed that Jonnice was the bartender who served the decoys and told her they were underage. Officer Schwab read Jonnice Miranda and she stated she understood and she did not wish to talk to an attorney. Jonnice agreed to talk to us. Jonnice stated that she knows that she is supposed to ask for identification and acknowledged that she did not. Jonnice said she normally always does. Jonnice explained that this was her first bartending job and she did not have any prior experience.

Officer Schwab explained to Jonnice that she would be formally charged for serving someone underage. Jonnice was advised her employers would be notified of the incident.

I placed collected the bottles of beer as evidence as well as the decoys' money and placed it in the property room.

CC: City Attorney

Officer Cavalier #2141

Incident Report

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2003-183

**RESOLUTION RELATING TO CIVIL PENALTIES FOR VIOLATION OF
LAWS RELATING TO ALCOHOLIC BEVERAGES**

WHEREAS, state law authorizes an authority issuing a retail intoxicating liquor license to impose civil penalties upon a license holder who is found to have failed to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages; and

WHEREAS, civil penalties authorized by state law include license suspension for up to 60 days, license revocation, imposition of a civil penalty of up to \$2,000 for each violation, or any combination of these sanctions; and

WHEREAS, the City Council adopted Resolution No. 98-144 providing guidelines which may be considered by the City Council in imposing civil penalties; and

WHEREAS, the City Council desires to modify the guidelines as set forth in this Resolution.

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

1. The civil penalties to be imposed upon a holder of a retail intoxicating liquor license upon a finding of the licensee's failure to comply with an applicable statute, rule, or ordinance relating to alcoholic beverages shall be determined on a case-by-case basis and shall be appropriate in the opinion of the City Council taking into consideration the facts and circumstances of each case.

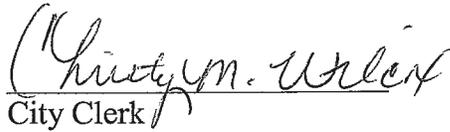
2. The following guidelines may be considered by the City Council in determining a civil penalty:

NUMBER OF VIOLATIONS IN A CALENDAR YEAR	CIVIL PENALTY
First Violation	One to three day license suspension and a \$500 civil penalty to be paid before the expiration of the suspension
Second Violation	Five to ten day license suspension and a \$750 civil penalty to be paid before the expiration of the suspension
Third Violation	License revocation

If a monetary civil penalty is not paid in full when due, the suspension imposed shall automatically extend until payment in full is made; or if a suspension of license was not imposed, and the monetary civil penalty is not paid when due, the license shall be suspended automatically, without further action of the City Council, until the civil penalty is paid in full. A license suspension shall not, however, exceed 60 days.

3. Resolution No. 98-144 is hereby rescinded and repealed.

Adopted this 2nd day of September, 2003.


City Clerk

LIQUOR VIOLATIONS
PAST SANCTIONS IMPOSED
1998 – Present

Liquor License Holder	Sanction (Civil Penalty)*	Month/Year Of Violation
▽ 2016 VIOLATIONS		
The Garden Bar		3/25/2016
▽ 2015 VIOLATIONS		
Super Mercado La Merced	\$300.00 \$200.00 penalty if another violation within 1 year of 4/3/2015	4/3/2015
▽ 2014 VIOLATIONS		
Concord Bar & Grill (new owner)	\$300.00 \$200.00 penalty if another violation within 1 year of 4/2/2014	4/2/2014
▽ 2013 VIOLATIONS		
NO VIOLATIONS		
▽ 2012 VIOLATIONS		
Al's Corral	\$500.00 (Licensee did not attend hearing)	4/6/2012
Concord Bar & Grill	\$300.00 \$200.00 penalty if another violation within 1 year of 4/6/2012	4/6/2012
So. St. Paul Rod & Gun Club	\$200.00 from previous violation \$300.00 \$200.00 penalty if another violation within 1 year of 4/6/2012	4/6/2012
Concord E-Z Stop	\$500.00 (Licensee did not attend hearing)	4/6/2012

▽ 2011 VIOLATIONS		
Mattie's Lanes	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
Concord Bar & Grill	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
P.N.A. Club	\$300.00 \$200.00 penalty if another violation within 1 year of 4/1/2011	4/1/2011
So. St. Paul Rod & Gun Club	\$300.00 \$200.00 penalty if another violation within 1 year of March 19, 2012 (3/19/2012 – council action)	4/1/2011
▽ 2010 VIOLATIONS		
No Violations		
▽ 2009 VIOLATIONS		
Concord Bar and Grill	\$300.00 \$200.00 penalty if another violation within 1 year of 12/18/09	12/18/09
Bugg's Place	\$300.00 \$200 penalty if another violation within 1 year of 6/23/09	6/23/09
LaEsperanza	\$300.00 \$200 penalty if another violation within 1 year of 6/23/09	6/23/09
Big John's Bar	\$300.00 \$200.00 penalty if another violation within 1 year of 4/9/09	4/9/09
Croatian Hall	\$300.00 \$200.00 penalty if another violation within 1 year of 4/9/09	4/9/09
E-Z Stop Store	\$300.00 \$200.00 penalty if another violation within 1 year of 4/9/09	4/9/09

Valentino's (2 nd Violation within 1 year of 6/4/08)	\$700.00 \$500.00 for 4/9/09 violation and \$200.00 for suspended penalty from 6/4/08	4/9/09
▽ 2008 VIOLATION		
Valentino's	\$300.00 \$200 penalty if another violation within 1 year of 6/4/08	6/4/08
▽ 2007 VIOLATIONS		
Big John's Bar	\$750.00 and \$200.00(suspended penalty) Closed for 5 days	11/3/07 (Council action on March 2, 2009)
Big John's Bar	\$300.00 \$200 penalty if another violation within 1 year of 9/6/07	9/6/07
Sobaskie's Bar	\$750.00 License suspended for 3 days (8-27-07 TO 8-30-07)	6/27/07 (Council action 8/20/07)
Super Mercado	\$300.00 \$200.00 penalty if another violation within 1 year of 6/27/07	6/27/07 (Council action 8/20/07)
▽ 2006 VIOLATIONS		
Wells Lanes	\$500.00 \$200 penalty if another violation within 1 year of 9/7/06	9/7/06
VFW Post #295	\$500.00 \$200 penalty if another violation within 1 year of 9/7/06	9/7/06
Angelo's	\$500.00 \$200 penalty if another violation within 1 year of 9/7/06	9/7/06
SSP Hotel & Conference Center	\$500.00 \$200 penalty if another violation within 1 year of 9/7/07	9/7/06

Sobaskie's Bar	\$500.00 and \$200 penalty from March, 2006 Council action	9/21/06
2005 - NO VIOLATIONS CITED		
▽ 2004 VIOLATIONS		
Hat Trick Liquors	\$300.00 \$200.00 penalty if another violation within 1 year of 10/9/04	10/9/04
Sobaskie's Bar	\$300.00 \$200.00 penalty if another violation within 1 year of 3/20/06	10/9/04 (Council action - 3/2/06)
▽ 2003 VIOLATIONS		
Pizza Factory	\$300.00 \$200.00 penalty if another violation within 1 year	10/6/03 (Council action - 5/3/04)
Angelo's Pizza	\$300.00 \$200.00 penalty if another violation within 1 year	10/6/03 (Council action - 5/3/04)
Hat Trick Liquors	\$300.00 \$200.00 penalty if another violation within 1 year of 10/2/03	10/2/03
Liquor License Holder	Sanction - Civil Penalty	Month/Year Violation
La Esperanza	\$300.00 \$200.00 penalty if another violation within 1 year of 10/2/03	10/6/03 Council action - 4/19/04
PNA Club	\$300.00 \$200.00 penalty if another violation within 1 year of 10/2/03	10/6/03

SEPTEMBER 2, 2003
ADOPTED RESOLUTION AMENDING
LIQUOR LICENSE SANCTIONS

Wells Lanes (4-7-03)	\$200.00	2003
Bugg's Place	\$100.00	2002
Las Playas (2 violations within the same month) <i>11-26-02 another violation. Applicant surrendered license.</i>	\$700.00 paid within 2 weeks	2002
E-Z Stop Store (3/19/01)	\$500 with a five day suspension paid within 2 weeks.	2000
V.F.W.	\$100 paid within 2 weeks	2000
E-Z Stop Store	\$200 paid within 2 weeks	2000
Nick's Bar	\$200 paid within 2 weeks	2000
Marv's Corral Bar	\$200 paid within 2 weeks	2000
Big John's Bar	\$100 paid within 1 week	1999
Liquor License Holder	Sanction (Civil Penalty)	Month/
Christine Liquors	\$100 paid within 1 week	1998
Liquor License Holder	Sanction (Civil Penalty)*	Month/Year Of Violation
Box Car Joes <i>(Second Violation)</i>	\$500 paid within 2 weeks	1998
Box Car Joes	\$200 paid within 2 weeks	1998
Wells Fargo Lanes	\$100 paid within 1 week	1998
*If the civil penalty was not paid within the time period, the license would be suspended until paid.		



Agenda Item: Second Reading – Ordinance Amending Chapter 2, Sec. 2-22 City Council Salaries

Action to be considered:

Motion to adopt *Ordinance No. 1305 – An Ordinance Amending Chapter 2, Sec. 2-22 regarding City Council Salaries*

Overview:

Minnesota Statutes Section 415.11 states that the governing body of any statutory or home rule charter may by ordinance fix their own salaries as members of such governing body, and the salary of the chief elected executive officer of such city, in such amount as they deem reasonable.

The last time the City Council raised the salaries of Mayor and Council Member was January of 1999 (adopted February 2, 1998). At that time the Mayor's salary was raised from \$700 to \$850 per month and Council Member from \$450 to \$550 per month.

Since January of 1999, City Council involvement on various boards and commissions and community events has greatly increased. In 2015, the City adopted Resolution No. 2015-27, establishing an Economic Development Authority (EDA) in the City of South St. Paul. The City Council serve as members of the EDA for terms coinciding with their terms on the City Council. There was no additional compensation granted to City Council members for serving on the EDA.

Staff conducted a salary survey of metro area Mayors and Council Members. The survey results showed an average annual salary of \$12,116 for Mayor and \$8,913 for Council Members.

Staff Recommendation:

It is recommended that the salaries of the City Council be raised to \$1025 per month (\$12,300 annually) for Mayor and \$725 per month (\$8,700 annually) for Council Members. The recommendation to increase salaries would not become effective until after the next succeeding municipal election (November, 2016) and therefore salaries become effective January 1, 2017 when the elected officials take office.

The attached ordinance was introduced for its first reading on April 18, 2016, and staff is recommending final approval and adoption.

Source of Funds:

Increase salaries would be reflected in the 2017 Budget and levy.

**City of South St. Paul
Dakota County, Minnesota**

Ordinance No. 1305

AN ORDINANCE AMENDING CHAPTER 2 REGARDING CITY COUNCIL SALARIES

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 2 is hereby amended as follows:

Chapter 2 – ADMINISTRATION

ARTICLE II – CITY COUNCIL

Sec. 2-22 – Salaries

(a) *Mayor.* The salary of the mayor is ~~\$850.00~~\$1025.00 per month.

(b) *Council.* The salary of each councilmember is ~~\$550.00~~\$725.00 per month

SECTION 2. EFFECTIVE DATE. This ordinance shall become effective following its enactment and publication according to law.

Approved: _____

Published: _____

Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: May 2, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: JPK

10-B

AGENDA ITEM: Award of Bid – 2016 Mill & Overlay and Bituminous Removal & Replacement Street Projects (2016-005 A-I, M & 2016-007 A-G)

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-89 RESOLUTION ACCEPTING THE BIDS AND AWARDING THE MILL & OVERLAY PROJECTS (2016-005A-I, M) AND BITUMINOUS REMOVAL & REPLACEMENT PROJECTS (2016-007A-G) TO BITUMINOUS ROADWAYS INC., in the amount of \$899,123.50.

OVERVIEW:

On March 21, 2016, the City Council approved the plans and specifications, and called for bids on the following street projects:

2016 Street Mill & Overlay

- A. 21st Ave. So. – 3rd St. S. to 2nd St. S.
- B. 22nd Ave. So. – Marie Ave. to 3rd St. S.
- C. 2nd Street So. – 21st Ave. So. to 23rd Ave. So.
- D. 3rd Street No. – 21st Ave. N. to Reid Ln. (MSA 168-105-023)
- E. Burma Lane – 21st Ave. N. to Reid Ln.
- F. Reid Lane – 4th St. No. to 2nd St. N.
- G. Eva Lane – 21st Ave. No. to Reid Ln
- H. 2nd Street No. – 20th Ave. No. to 21st Ave. No
- I. 20th Ave. No. – Wentworth Ave. to the north
- M. 7th Avenue North Parking Bay – Marie Ave. to 2nd St. No.

2016 Bituminous Removal & Replacement

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

The bids were opened on April 26, 2016 and read as follows:

Contractor:	Total
Bituminous Roadways	\$899,126.50
McNamara Contracting	\$900,859.00
Park Construction	\$966,698.45
Hardrives	\$981,528.63
<i>Engineer's Estimate</i>	<i>\$1,005,000.00</i>

Staff recommends awarding the bid to the low bidder, Bituminous Roadways for \$899,123.50.

SOURCE OF FUNDS:

The funding for this project will be a combination of assessments, CIP, Municipal State Aid, water, sanitary sewer, and storm sewer funds as shown in the table below (Please note: This includes as-bid construction and estimated overhead costs. The final overhead and construction costs will be included after project completion.):

#	Fund	Estimated	As Bid
1	Water	\$291,180	\$350,629
2	Sanitary Sewer	\$59,857	\$67,931
3	Storm Sewer	\$94,748	\$89,589
4	Assessments	\$442,552	\$445,611
5	CIP	\$226,265	\$96,609
6	MSA	\$43,430	\$28,300
Total		\$1,147,032	\$1,078,769

RESOLUTION NO. 2016-68

**RESOLUTION ACCEPTING THE BIDS AND AWARDING
MILL & OVERLAY PROJECTS (2016-005A-I, M) AND
BITUMINOUS REMOVAL & REPLACEMENT PROJECTS (2016-007A-G)
TO BITUMINOUS ROADWAYS INC.**

WHEREAS, pursuant to advertisement for bids for the improvements outlined in the Mill & Overlay Projects 2016-005A-I, M and the Bituminous Removal & Replacement Projects 2016-007A-G the bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Contractor:	Total
Bituminous Roadways	\$899,126.50
McNamara Contracting	\$900,859.00
Park Construction	\$966,698.45
Hardrives	\$981,528.63

WHEREAS, it appears that Bituminous Roadways Inc., is the lowest responsible bidder;
and

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into the attached contract with Bituminous Roadways Inc. in the name of the City of South St. Paul for the improvements outlined in the Mill & Overlay Projects (2016-005A-I, M) and the Bituminous Removal & Replacement Projects (2016-007A-G), according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted this 2nd day of May, 2016.

City Clerk