

City of South St. Paul

COUNCIL AGENDA

Monday, May 16, 2016

7:15 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

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

7. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

A. City Council Meeting Minutes of May 2, 2016

B. Accounts Payable

C. Business Licenses

D. Termination of Deferred Assessment at 202 South Street West

E. Approving Land Lease at Fleming Field with Steve Carpenter and Deborah Kaeder-Carpenter

9. PUBLIC HEARINGS:

10. GENERAL BUSINESS:

A. Award Bid for McMorrow Field Renovation

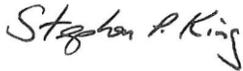
B. Interim Use Permit - American Cancer Society Relay for Life at Fleming Field Airport

- C. Interim Use Permit Amendment – Commemorative Air Force to include MadFurther Car Show Beer Garden
- D. Interim Use Permit – Commemorative Air Force Hosting Movie Night and Beer Garden
- E. Variance – J.K. Anderson Builders, Inc. for 521 Stewart Avenue
- F. Approve Amendment of Employment Agreement between the City of South St. Paul and Stephen P. King – City Administrator

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

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

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Monday, May 2, 2016.

ROLL CALL:

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

5) Presentations

- There were no presentations

6) Citizens' Comments

- There were no citizen comments

7) Agenda

Moved by Seaberg/Niederkorn

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Seaberg/Flatley

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

1. City Council meeting minutes of April 18, 2016
2. Resolution No. 2016-85, approving accounts payable
3. Agreement with Bank-Koe Systems Group Inc. for CelerTime and Scheduler Pro Enterprise software
4. Revised job description for Community Service Officer
5. Bid from Commercial & Residential Roofing to remove and replace roof at the Kaposia Park Pavilion in the amount of \$9,880.00
6. 2015 Planning Commission Annual Report
7. Resolution No. 2016-86, approving lease at Fleming Field with Air Trek North, LLC
8. Business licenses

9. Resolution No. 2016-88, approving subleases at the Fleming Field Airport between ARJ Properties, LLC and Air Trek North

Motion carried 7 ayes/0 nays

8g) Right of First Refusal at Fleming Field with Boyd Johnson

Moved by Hansen/Niederkorn

MOVED: To adopt Resolution No. 2016-87, approving the Right of First Refusal at Fleming Field with Boyd Johnson.

Motion carried 7 ayes/0 nays

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

Moved by Seaberg/Podgorski

MOVED: To adopt Resolution No. 2016-84, imposing sanction upon retail intoxicating liquor license holder of The Garden Bar located at 924 Concord Street North.

Motion carried 7 ayes/0 nays

10a) 2nd Reading - Ordinance Amending Chapter 2, Section 2-22 City Council Salaries

Moved by Seaberg/Hansen

MOVED: To adopt Ordinance No. 1305, An Ordinance Amending Chapter 2, Section 2-22 regarding City Council Salaries and authorize its publication.

Motion carried 7 ayes/0 nays

10b) Award of Bid – 2016 Mill & Overlay and Bituminous Removal & Replacement Street Projects

Moved by Flatley/Niederkorn

MOVED: To adopt Resolution NO. 2016-89, 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.

Motion carried 7 ayes/0 nays

11) Adjournment

Moved by Seaberg/Nieder Korn

MOVED: That the meeting of the City Council adjourn at 7:41 p.m.

Motion carried 7 ayes/0 nays

Approved: May 16, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: MAY 16, 2016

DEPARTMENT: Finance

ADMINISTRATOR: JPK

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-092 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. 2016-092

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:	
122499-122668	\$ 518,431.15
2016147-2016159	<u>\$ 130,575.32</u>
Total	\$ 649,006.47

Adopted this 16th day of May, 2016.

Christy Wilcox, City Clerk

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122515	5/6/2016		6775 COOK, ROSEANNE						Continued...	
		402.23	TENANT REFUND/COOK		38529	050616	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		402.23								
122516	5/6/2016		5188 COOPER MECHANICAL LLC							
		580.00	PLUMBING PARTS KAPOSIA PARK		38424	341	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		680.00	LABOR KAPOSIA PARK PAVILLION		38424	341	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		1,260.00								
122517	5/6/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		35,368.00	2015 PILOT		38590	2015 PILOT	50677.6469		PYMT IN LIEU OF TAX	NAN MCKAY APT BLDG
		50,777.00	2015 PILOT		38590	2015 PILOT	50678.6469		PYMT IN LIEU OF TAX	JOHN CARROLL APT BLDG
		86,145.00								
122519	5/6/2016		1265 DANNER INC.							
		276.00	CLASS 5/SAND FOR WATERMAIN BRK		38432	75299	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		276.00								
122520	5/6/2016		3612 DNL BUILDERS, LLC							
		2,150.00	PAVILLION AT VETS FIELD		38531	1225-293	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		2,150.00								
122521	5/6/2016		1326 EARL F. ANDERSEN, INC							
		495.53	STREET SIGNS		38407	0110768-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,820.80	STREET SIGNS		38408	0110803-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		211.68	WOOG ARENA STREET SIGNS		38408	0110803-IN	20210.6430		MISCELLANEOUS	DONATIONS/CONTRIBUTIONS
		1,204.16	STREET SIGNS		38409	0110787-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		3,732.17								
122522	5/6/2016		4851 EXPRESS AUTO PARTS							
		12.04	FUEL FILTER		38433	001-332905	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		73.58	HYDRL FILTER		38434	001-332955	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		11.23	AIR FILTER		38435	001-331940	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		45.74	OIL FILTER/AIR FILTER		38533	001-333600	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		142.59								
122523	5/6/2016		1380 FACTORY MOTOR PARTS CO							
		110.20	BATTERY CORE		38534	1-Z07448	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		60.50	MTC BRF		38535	1-4964046	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		158.58	BREAK KIT/ROTOR ASY		38536	1-4964308	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		28.74	ON INVOICE 1-4966676		38537	1-4966672	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

Council Check Register by GL
Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122523	5/6/2016	300.54	1380 FACTORY MOTOR PARTS CO						Continued...	
122524	5/6/2016		1400 FERGUSON WATERWORKS #2516							
		32,085.73	HYDRANTS FOR M&O PROJECTS		38436	0183612	40432.6220	201605	REPAIR & MAINTENANCE SUPPLIES	2016 LOCAL IMPROVEMENTS
		606.17	ENDS CAPS		38437	0185878	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		49.67	HEX NUT/GASKET/CAP		38438	0185879	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		335.00	MISC SCREWS		38439	0185871	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		33,076.57								
122525	5/6/2016		5669 FIRST-SHRED							
		36.60	MONTHLY SHREDDING		38538	182543	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		36.60								
122526	5/6/2016		1444 FRONTIER AG & TURF							
		153.84	HYDRAULIC FILTERS		38440	P86508	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		153.84								
122527	5/6/2016		1445 FRONTIER PRECISION, INC.							
		810.00	LATH		38441	147734	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		810.00	LATH		38441	147734	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,620.00								
122528	5/6/2016		1452 GALLS LLC							
		467.31	SENTRY BATON		38442	005203908	20212.6430	227631	MISCELLANEOUS	GRANTS/DONATIONS POLICE
		467.31								
122529	5/6/2016		1464 GEMPLER'S							
		159.15	ORANGE SAFETY FENCING		38443	SI02422395	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		159.15								
122530	5/6/2016		1473 GERTEN GREENHOUSES 2							
		159.75	LAWN SEEDING SOIL		38444	384453/1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		63.29	SAND		38445	384709/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		38.65	SAND		38446	384981/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		24.95	TOPSOIL		38447	385136/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		57.30	SAND		38448	385242/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		33.15	STONE		38449	385468/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		179.80	BALE OF STRAW		38450	385662/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		8.99	CREDIT FOR RETURNED STRAW		38451	385718/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		358.06	LAWNCARE ITEMS		38539	386140/1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT

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
122530	5/6/2016	905.96	1473 GERTEN GREENHOUSES 2						Continued...	
122531	5/6/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		139.00	NEW RENT BOX		38452	9144977955	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		309.80	BATTERIES/WINDOW BLINDS		38453	9145171795	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		115.76	BATTERIES/WINDOW BLINDS		38453	9145171795	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		309.80	BATTERIES/WINDOW BLINDS		38453	9145171795	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		79.99	PET WASTE BAGS		38454	9145128012	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		79.99	PET WASTE BAGS		38454	9145128012	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		1,034.34								
122532	5/6/2016	135.00	4214 HEALTHPARTNERS GROUP HEALTH-WORKSITE							
		135.00	EAP APRIL 2016		38540	W812669	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
122533	5/6/2016	26.68	6644 HOME DEPOT CREDIT SERVICES							
		86.43	PUTTY KNIFE/SPONGE		38455	1105432	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		113.11	BLACKTOP PATCH/SEALER		38456	10033	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
122534	5/6/2016	40.60	1615 HUEBSCH OF MINNESOTA							
		40.60	MATS		38541	3627025	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		40.60	MATS		38542	3642640	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		40.60	MATS		38543	3646381	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		40.60	MATS		38544	3650176	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		40.60	MATS		38545	3653898	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		53.21	MATS		38546	3627022	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		53.21	MATS		38547	3642637	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		53.21	MATS		38548	3646380	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		53.21	MATS		38549	3650173	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		53.21	MATS		38550	3653897	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		469.05								
122535	5/6/2016	1,095.27	1630 ICMA							
		1,095.27	DUES KING 7/2016-6/2017		38457	MEMBER#192359	10120.6471		DUES & SUBSCRIPTIONS	CITY ADMINISTRATION
122536	5/6/2016	29.25	1650 INGRAM LIBRARY SERVICES							
		29.25	300 BOOKS SPANISH TITLES		38458	92715876	20217.6230		BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122536	5/6/2016		1650 INGRAM LIBRARY SERVICES						Continued...	
122537	5/6/2016		6398 INNOVATIVE OFFICE SOLUTIONS LLC							
		35.98	PAPER		38459	IN1150164	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		7.87	ENVELOPES		38460	IN1151822	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		18.49	HANGING FOLDERS		38461	IN1151824	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		106.40	PENS/FOLDERS/FILE JACKETS		38462	IN1151823	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		7.56	DIVIDER		38551	IN1169386	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		<u>176.30</u>								
122538	5/6/2016		1655 INTEGRA TELECOM							
		661.15	PHONE LINES		38463	13820132	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>661.15</u>								
122539	5/6/2016		1724 KEEPRS, INC.							
		272.97	MAGAZINE/MAGPUL/BACKPACK		38464	306252	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>272.97</u>								
122540	5/6/2016		6777 KVEEN, WANDA							
		119.31	TENANT REFUND/KVEEN		38552	050616	50678.1101		ACCOUNTS RECEIVABLE	JOHN CARROLL APT BLDG
		<u>119.31</u>								
122541	5/6/2016		3535 L'ALLIER CONCRETE, INC.							
		1,450.00	REPAIR CURBING ON BROMLEY		38465	JL3309	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,950.00	REPAIR CURBING ON PARK ST		38465	JL3309	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,950.00	REPAIR CURBING ON BUTLER AVE		38465	JL3309	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		1,250.00	CONCRETE AT SP CIP#PR-16-3		38465	JL3309	40402.6371		REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		1,850.00	NV POOL/BROKEN SERVICE LINE		38465	JL3309	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>8,450.00</u>								
122542	5/6/2016		6778 LEWIN, STACY							
		21.43	REFUND FOR 3 GYMNASTICS CLASS		38553	5/1/2016	10520.4463		FALL, WINTER & SPRING PROGRAMS	PARKS ADMINISTRATION
		<u>21.43</u>								
122543	5/6/2016		1886 MATRIX COMMUNICATIONS INC							
		254.50	MO MAINTENANCE CONTRACT		38466	0204971-IN	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>254.50</u>								
122544	5/6/2016		1911 MENARDS, INC-WEST ST PAUL							
		62.87	BUNGEES/GAUGE/WASHERS		38467	8031	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		42.90	BASEBOARD DIFFUSER/ACRYLIC		38468	8120	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122549	5/6/2016		2009 MINNESOTA PIPE & EQUIPMENT						Continued...	
122550	5/6/2016		2010 MINNESOTA POLLUTION CONTROL AGENCY							
		400.00	STORM WATER PERMIT FEE		38558	10000006089	20245.6453		REMITTANCE OF REV/OTHER	AIRPORT
		<u>400.00</u>								
122551	5/6/2016		2024 MINNESOTA VALLEY TESTING LABS							
		84.75	WATER TESTS		38487	803590	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>84.75</u>								
122552	5/6/2016		2149 OFFICE OF MN IT SERVICES							
		296.79	PHONE LINES FROM STATE OF MN		38488	W16030670	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		150.34	PHONE LINES FROM STATE OF MN		38488	W16030670	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		<u>447.13</u>								
122553	5/6/2016		6633 OPG - 3 INC							
		12,800.00	LASERFICHE MAINTENANCE		38489	1200	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		<u>12,800.00</u>								
122554	5/6/2016		6708 ORKIN PEST CONTROL LLC							
		147.29	PEST CONTROL MAY		38561	108192955	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		<u>147.29</u>								
122555	5/6/2016		2233 PIONEER RIM & WHEEL COMPANY							
		12.46	METAL CONNECTORS		38490	1-331092	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		294.42	CRACKSEALER		38491	6-080502	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>306.88</u>								
122556	5/6/2016		5046 PIRTEK BURNSVILLE							
		154.74	PLASTIC SPIRAL WRAP		38492	S2265384.001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>154.74</u>								
122557	5/6/2016		2236 PITNEY BOWES CORP							
		33.14	DOUBLE TAPE SHEETS		38494	1000298884	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		<u>33.14</u>								
122558	5/6/2016		2240 PLUNKETT'S INC.							
		57.93	PEST CONTROL KAPOSIA PARK		38562	5415253	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		95.62	PEST CONTROL CITY HALL		38563	5419093	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		73.11	PEST CONTROL PUBLIC WORKS		38564	5432013	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		25.00	PEST CONTROL P H #4		38565	5430444	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY

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Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122558	5/6/2016		2240 PLUNKETT'S INC.						Continued...	
		44.99	PEST CONTROL OLD SEWAGE BLD		38566	5430461	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		<u>296.65</u>								
122559	5/6/2016		2245 POMP'S TIRE SERVICE, INC.							
		144.00	TIRES FOR AIRPORT GATOR		38493	980027095	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		388.00	TIRES		38493	980027095	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>532.00</u>								
122560	5/6/2016		2285 QUICK-SERV LICENSE CENTER							
		178.00	TRANSFER FEES AND TABS		38496	4/6/2016	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>178.00</u>								
122561	5/6/2016		2286 QUILL CORP							
		96.98	TONER/WITE OUT		38495	4891212	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		<u>96.98</u>								
122562	5/6/2016		2389 SAINT PAUL PUBLISHING COMPANY							
		48.82	ADVERTISING SSP VOICE		38497	24273	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		48.83	ADVERTISING SSP VOICE		38497	24273	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		25.00	SPONSORSHIP LISTING SSP VOICE		38567	24208	20250.6341		ADVERTISING	CENTRAL SQUARE
		<u>122.65</u>								
122563	5/6/2016		6703 SENTRY SYSTEMS, INC							
		30.00	MONITORING FEE/JOHN CARROLL		38498	714239	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		30.00	MONITORING FEE/NAN MCKAY		38499	714105	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		<u>60.00</u>								
122564	5/6/2016		2016 SHRED-IT USA LLC							
		74.15	SHREDDING SERVICE		38500	9410209995	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>74.15</u>								
122565	5/6/2016		2482 SLIFKO, CORY							
		91.00	MCPA MEAL REIMBURSEMENT		38501	4/21/2016	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>91.00</u>								
122566	5/6/2016		4140 STANTEC CONSULTING SERVICES INC							
		1,018.75	MDH-WHPP IMPLEMENTATION GRANT		38502	1035655	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>1,018.75</u>								
122567	5/6/2016		2558 STATE INDUSTRIAL PRODUCTS							

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122573	5/6/2016		2751 VERIZON WIRELESS						Continued...	
122574	5/6/2016		6765 VER-TECH, INC							
		285.35	SERVICE CALL/TRASH COMPACTOR		38504	710743	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		285.35								
122575	5/6/2016		2810 WESTON WOODS STUDIOS							
		124.70	SPANISH BOOK/CDs		38524	12967133	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		124.70								
122576	5/6/2016		6639 WHEELCO BREAK & SUPPLY, INC.							
		36.00	PINS/OIL		38515	5261060008	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		115.00	SPL AUTO SLK ADJ		38516	5261060015	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,557.40	REPLACE FRONT AXEL LEAF SPRING		38517	5261060021	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		56.60	ROUND WARNING W/S		38518	5260960043	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		143.00	HYD HOSE		38519	5260960083	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		33.86	FFWS CARTRIDGE		38520	5261030027	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		96.00	AMBER MAGNET LED LIGHT		38571	5261130022	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,037.86								
122577	5/6/2016		2814 WICKE, BRIAN J.							
		91.00	MCPA MEAL REIMBURSEMENT		38521	4/21/2016	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		91.00								
122578	5/6/2016		2844 WSB & ASSOC INC							
		4,750.00	MARCH 16 CODE ENFORCEMENT		38522	27	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		402.25	MS4 SVCS-PHS-MARCH 16		38523	31	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		5,152.25								
122579	5/6/2016		2849 XCEL ENERGY							
		1,371.39	PUBLIC WORKS MARCH		38572	498815009	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		623.48	STORM WATER UTILITY FUND		38572	498815009	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		664.59	STREET WATER UTILITY FUND		38572	498815009	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		46.14	GAS/ELEC 127 7TH AVE		38573	498575927	20289.6430		MISCELLANEOUS	SPECIAL-GRANTS
		493.74	GAS/ELEC 820 SOUTHVIEW BLVD		38574	498739491	20280.6430		MISCELLANEOUS	ECON DEV GENERAL
		12,998.59	GAS/ELECTRIC WOOG ARENA		38575	498831515	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		12.22	LIGHT AT BROMLEY ICE RINK		38576	498509860	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		195.35	ELECTRIC 681 VERDEROSA AVE		38577	498555283	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		27.42	GAS 681 VERDEROSA AVE		38578	498575039	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		13.02	LIGHT AT 701 HARDMAN AVE S		38579	498548209	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		30.30	LIGHT AT 228 HARDMAN AVE N		38580	498586920	50606.6385		UTILITY SERVICE	SEWER UTILITY

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122579	5/6/2016		2849 XCEL ENERGY						Continued...	
		242.08	PEDESTRIAN WALKWAY LIGHT		38581	498493117	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		42.52	LIGHT IN LORRAINE PARK		38582	498848803	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		95.87	LIGHT WAKOTA BRIDGE TRAIL		38583	498530770	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		63.94	LIGHT TUNNEL ON 19TH AVE N		38584	498536953	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		63.35	LIGHT WENTWORTH BY ROUNDABOUT		38585	498706657	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		33.85	LIGHT ON 7TH AVE S & 494		38586	498531155	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		33.73	LIGHT ON 7TH AVE S & 494		38587	498543644	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		12.44	LIGHT 910 CONCORD ST S		38588	498443056	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		158.89	LIGHT HARDMAN/BRIDGEPOINT DR		38589	498885933	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		184.60	GAS/ELEC NAN MCKAY/JC/GARAGE		38591	499472742	20285.6430		MISCELLANEOUS	PARKING LOT
		6,295.10	GAS/ELEC NAN MCKAY/JC/GARAGE		38591	499472742	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		8,332.46	GAS/ELEC NAN MCKAY/JC/GARAGE		38591	499472742	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		<u>32,035.07</u>								
122580	5/13/2016		1440 FREEDOM SERVICES INC							
		385.25			38736	0510161629473	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>385.25</u>								
122581	5/13/2016		1818 LELS LOCAL 95							
		1,300.00			38737	0510161629474	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>1,300.00</u>								
122582	5/13/2016		1842 LOCAL 120							
		1,502.00			38738	0510161629475	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>1,502.00</u>								
122583	5/13/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		375.77			38739	0510161629476	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>375.77</u>								
122584	5/13/2016		1973 MINNESOTA BENEFIT ASSOCIATION							
		195.63			38740	0510161629477	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>195.63</u>								
122585	5/13/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		5,246.82			38728	05101616294712	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>5,246.82</u>								
122586	5/13/2016		2243 POLICE FLOWER FUND							
		29.00			38730	05101616294714	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

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122595	5/16/2016		6787 CALKINS, PAMELA						Continued...	
		54.60	TENANT REFUND		38672	05062016	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		<u>54.60</u>								
122596	5/16/2016		6650 CARDMEMBER SERVICE							
		22.95	USPS/BONFE DOCUMENTS		38673	05022016	20284.6390		POSTAGE AND TELEPHONE	DEVELOPMENT
		74.99	PIZZA FOR TENANT MEETING		38673	05022016	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		174.08	PIZZA FOR TENANT MEETING		38673	05022016	50678.6430		MISCELLANEOUS	JOHN CARROLL APT BLDG
		<u>272.02</u>								
122597	5/16/2016		3460 CRAFT IDEAS							
		19.99	1 YR SUBSCRIPTION RENEWAL		38674	5/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>19.99</u>								
122598	5/16/2016		6790 CROP PRODUCTION SERVICES, INC							
		1,118.50	WEED KILLER		38686	29692099	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>1,118.50</u>								
122599	5/16/2016		6719 CUB FOODS							
		46.59	TENANT MEETING SUPPLIES		38676	22729	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		21.49	TENANT MEETING SUPPLIES		38677	22797	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		<u>68.08</u>								
122600	5/16/2016		1226 CULLIGAN WATER CONDITIONING							
		118.23	WATER		38678	157-985406610-5	10120.6375		OTHER CONTRACTED SERVICES	CITY ADMINSTRATION
		5.60	WELL #1		38687	157-13870001-6	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
						4/30/16				
		117.55	SALT FOR WATER SOFTENER		38688	157-98478332-2	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
						4/30/16				
		<u>241.38</u>								
122601	5/16/2016		1240 DAKOTA COMMUNICATIONS CENTER							
		49,356.00	DUES/PROJECT FUND JUNE 2016		38596	SO2016-06	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		<u>49,356.00</u>								
122602	5/16/2016		6672 DAKOTA LAWN CARE							
		365.00	LAWN MAINTENANCE		38679	3798	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		335.00	LAWN MAINTENANCE		38680	3797	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		<u>700.00</u>								
122603	5/16/2016		1265 DANNER INC.							

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122603	5/16/2016		1265 DANNER INC.						Continued...	
		893.76	CLASS 5 AND SAND		38597	75344	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>893.76</u>								
122604	5/16/2016		1279 DEMCO, INC.							
		76.14	BOOK JACKETS 9-10 INCH/LABELS		38681	5853250	20230.6201		OFFICE SUPPLIES	LIBRARY
		<u>76.14</u>								
122605	5/16/2016		6789 DOODY, STEVE							
		55.00	HRA COMMISSIONER MEETING5/3/16		38682	050316	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>55.00</u>								
122606	5/16/2016		1380 FACTORY MOTOR PARTS CO							
		366.88	PARTS FOR #2153		38598	1-4953525	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		223.38	PARTS FOR #2152		38599	1-4959546	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		79.08	DEGREASER		38600	1-4966676	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		530.05	BATTERY CORE		38601	1-Z07506	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,199.39</u>								
122607	5/16/2016		1400 FERGUSON WATERWORKS #2516							
		5,226.56	WATER METER READING TRANSCEIVE		38603	0182856	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>5,226.56</u>								
122608	5/16/2016		4530 FILTRATION SYSTEMS INC							
		359.09	FILTERS		38602	71995	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>359.09</u>								
122609	5/16/2016		6669 FINN DANIELS, INC							
		2,381.66	NAN MCKAY FLOORING REPLACEMENT		38675	14014-03	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		<u>2,381.66</u>								
122610	5/16/2016		4887 GALE/CENGAGE LEARNING							
		24.79	ADULT FICTION BOOKS		38689	57939766	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		51.98	ADULT FICTION BOOKS		38690	57946315	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>76.77</u>								
122611	5/16/2016		1452 GALLS LLC							
		145.32	BATON HOLDER		38606	005276603	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>145.32</u>								
122612	5/16/2016		1473 GERTEN GREENHOUSES 2							

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1473 GERTEN GREENHOUSES 2										
122612	5/16/2016								Continued...	
		31.95	LAWN SEEDING SOIL		38604	386278/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		31.95	LAWN SEEDING SOIL		38605	386285/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>63.90</u>								
1491 GOOD HOUSEKEEPING										
122613	5/16/2016									
		34.97	1YR SUBSCRIPTION RENEWAL		38691	5/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>34.97</u>								
6791 GRANNIS, JOYCE										
122614	5/16/2016									
		55.00	HRA COMMISSIONER MEETING5/3/16		38692	050316	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>55.00</u>								
5265 HANSEN, LORI										
122615	5/16/2016									
		55.00	HRA COMMISSIONER MEETING5/3/16		38693	050316	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>55.00</u>								
6678 HD SUPPLY FACILITIES MAINTENANCE , LTD										
122616	5/16/2016									
		104.55	WIRING DEVICES AND CAPS		38607	9145259851	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>104.55</u>								
1650 INGRAM LIBRARY SERVICES										
122617	5/16/2016									
		331.29	AF-ADULT FICTION BOOKS		38761	92532848	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		27.80	AF-ADULT FICTION BOOKS		38762	92567852	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		32.72	AF-ADULT FICTION BOOKS		38763	92594608	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.24	AF-ADULT FICTION BOOKS CREDIT		38764	92621387	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		192.17	AF-ADULT FICTION BOOKS		38765	92643207	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		43.75	AF-ADULT FICTION BOOKS		38766	92653908	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		95.49	AF-ADULT FICTION BOOKS		38767	92684165	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		233.47	AF-ADULT FICTION BOOKS		38768	92720999	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		17.28	AF-ADULT FICTION BOOKS CREDIT		38769	92749881	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		113.10	AF-ADULT FICTION BOOKS		38770	92771222	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		633.30	AF-ADULT FICTION BOOKS		38771	92806392	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		10.20	ANF-ADULT NONFICTION BOOKS CR		38772	92522097	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		267.59	ANF-ADULT NONFICTION BOOKS		38773	92594610	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		127.27	ANF-ADULT NONFICTION BOOKS		38774	92684173	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		564.32	ANF-ADULT NONFICTION BOOKS		38775	92735379	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		61.87	ANF-ADULT NONFICTION BOOKS		38776	92771231	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		146.76	ANF-ADULT NONFICTION BOOKS		38777	92778548	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.99	C-CHILDRENS BOOKS		38778	92771229	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		106.68	C-CHILDRENS BOOKS		38779	92771230	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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122621	5/16/2016		1724 KEEPRS, INC.						Continued...	
		7.49	VELCRO		38610	306909	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		8.29	SHOE POLISH		38611	306507	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>15.78</u>								
122622	5/16/2016		6680 LANDRUM DOBBINS LLC							
		480.00	GENERAL COUNCEL		38696	2561	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		612.00	GENERAL COUNCEL		38696	2561	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,092.00</u>								
122623	5/16/2016		1811 LAWSON PRODUCTS INC.							
		322.05	SUPPLIES		38612	9304039643	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		708.51	BOLTS FOR STREET SIGNS		38613	9304043057	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>1,030.56</u>								
122624	5/16/2016		2879 LUBRICATION TECHNOLOGIES, INC.							
		631.03	OIL		38614	766193	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>631.03</u>								
122625	5/16/2016		6681 MANN ENTERPRISES							
		220.50	WATER SOFTENER SALT		38615	042216	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		220.50	WATER SOFTENER SALT		38615	042216	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		<u>441.00</u>								
122626	5/16/2016		1913 MERIT ELECTRIC COMPANY							
		939.10	REPLACEMENT RACKS CABLING		38697	56891	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		6,549.46	REPLACEMENT CABLING		38698	56921	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		<u>7,488.56</u>								
122627	5/16/2016		1939 MIDWAY FORD CO.							
		79.95	LABOR FOR #206		38699	439093	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>79.95</u>								
122628	5/16/2016		1949 MIDWEST TAPE							
		77.96	AVA - MUSIC CDS		38743	93909392	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		49.99	AVA - ADULT AUDIOBOOKS		38744	92918246	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		12.99	AVH - CD CREDIT		38745	93753853	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.99	AVH - DVD CREDIT		38746	93781451	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		46.98	AVH - DVDS		38747	93890314	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		85.93	AVH - DVDS		38748	93890316	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		13.99	AVH - MUSIC CD		38749	93890318	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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122628	5/16/2016		1949 MIDWEST TAPE						Continued...	
		19.98	AVH - DVDS		38750	93909390	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.99	AVH - DVD		38751	93909393	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.99	AVK - ADULT AUDIOBOOK		38752	93875607	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		49.98	AVK - ADULT AUDIOBOOKS		38753	93880006	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		114.97	AVK - ADULT AUDIOBOOKS		38754	93880008	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		59.99	AVK - PLAYWAY		38755	93890315	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.99	AVK - ADULT AUDIOBOOK		38756	93897442	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		148.96	AVK - ADULT AUDIOBOOKS		38757	93897443	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		16.99	AVK - ADULT AUDIOBOOK		38758	93918245	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		99.98	AVK - ADULT AUDIOBOOKS		38759	93918248	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		34.99	AVK - ADULT AUDIOBOOK		38760	93917700	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>880.68</u>								
122629	5/16/2016		6641 MINNESOTA PREMIER PUBLICATIONS							
		147.50	ADVERTISING		38700	166370	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		147.50	ADVERTISING		38700	166370	50678.6341		ADVERTISING	JOHN CARROLLAPT BLDG
		<u>295.00</u>								
122630	5/16/2016		6660 NATUS CORP							
		1,314.00	UNIT TURNAROUND		38617	CG604551	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLLAPT BLDG
		<u>1,314.00</u>								
122631	5/16/2016		6520 NIEDERKORN, DAN							
		55.00	HRA COMMISSIONER MEETING5/3/16		38701	050316	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>55.00</u>								
122632	5/16/2016		2147 OEFLING, PHIL							
		124.46	CLOTHING REIMBURSEMENT		38618	04/29/2016	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>124.46</u>								
122633	5/16/2016		4979 PENGUIN RANDOM HOUSE LLC							
		54.00	AUDIOBOOKS		38702	1087293686	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		30.00	AUDIOBOOK		38703	1087208354	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>84.00</u>								
122634	5/16/2016		2218 PETTY CASH-LIBRARY							
		11.77	BOOK DISCUSSION TREATS		38704	5/6/2016	20230.6430		MISCELLANEOUS	LIBRARY
		2.35	NAPKINS FOR KITCHEN		38704	5/6/2016	20230.6430		MISCELLANEOUS	LIBRARY
		29.95	DIY KIT BOXES		38704	5/6/2016	20230.6240		MINOR EQUIPMENT AND FURNITURE	LIBRARY
		18.46	CHILDRENS BOOKS		38704	5/6/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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122634	5/16/2016		2218 PETTY CASH-LIBRARY						Continued...	
		9.62	SRC SUPPLIES		38704	5/6/2016	20230.6430		MISCELLANEOUS	LIBRARY
		<u>72.15</u>								
122635	5/16/2016		2245 POMP'S TIRE SERVICE, INC.							
		55.00	NEW TIRE FOR CASE LOADER		38620	210228411	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		260.00	LABOR/NEW TIRE FOR CASE LOADER		38620	210228411	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		119.81	PARTS		38705	980026977	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>434.81</u>								
122636	5/16/2016		3898 PRIMARY PRODUCTS COMPANY							
		125.35	EXAM GLOVES		38619	58631	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		125.00	EXAM GLOVES		38619	58631	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		<u>250.35</u>								
122637	5/16/2016		2286 QUILL CORP							
		134.27	LABELS/FOLDERS/HAND SANITIZER		38621	5247322	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		<u>134.27</u>								
122638	5/16/2016		6788 RAYCO CONSTRUCTION							
		1,266.75	155 HARDMAN AVE S		38706	PERMIT#SS018972	10420.4263		BUILDING	CODE ENFORCEMENT
		67.50	SURCHARGE		38706	PERMIT#SS018972	10101.2083		SURCHARGES	GENERAL FUND
		<u>1,334.25</u>								
122639	5/16/2016		2312 RECORDED BOOKS INC							
		99.00	BOOK ON CD		38707	75319491	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>99.00</u>								
122640	5/16/2016		1634 RICOH USA, INC.							
		31.50	WOOG COPY RENTAL		38623	96726666	40407.6580		OTHER EQUIPMENT	EQUIPMENT ACQUISITION F
		485.85	PRINCIPAL		38623	96726666	40407.6603		CAPITAL LEASE-PRINCIPAL	EQUIPMENT ACQUISITION F
		32.65	INTEREST		38623	96726666	40407.6613		CAPITAL LEASE-INTEREST	EQUIPMENT ACQUISITION F
		<u>550.00</u>								
122641	5/16/2016		1636 RICOH USA, INC.							
		198.40	COPY CHARGES		38622	5041675717	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		80.29	B&W / COLOR COPIES		38708	5041679728	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		<u>278.69</u>								
122642	5/16/2016		2344 RIVER COUNTRY COOPERATIVE							
		704.47	DIESEL FUEL/FLAMMABLE DECALS		38709	141373 4/30/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND

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122642	5/16/2016		2344 RIVER COUNTRY COOPERATIVE						Continued...	
		131.92	FUEL APRIL ENGINEERING		38710	141384 4/30/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		2,416.37	FUEL APRIL PUBLIC WORKS		38711	141382 4/30/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>3,252.76</u>								
122643	5/16/2016		2408 SCHINDLER ELEVATOR CORPORATION							
		667.03	PREVENTIVE MAINTAINANCE		38627	8104253087	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		687.77	PREVENTIVE MAINTAINANCE		38628	8104252722	50678.6371		REPAIRS & MAINT CONTRACTUAL	JOHN CARROLL APT BLDG
		<u>1,354.80</u>								
122644	5/16/2016		2410 SCHLOMKA SERVICES							
		767.00	NORTHEND WATEROUS LS/SAN SEWER		38626	18362	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		383.00	HARDMAN TRIANGLE LS/STORM SEWE		38626	18362	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>1,150.00</u>								
122645	5/16/2016		2415 SCHMIDTY'S LAWN, SNOW AND TREE							
		1,863.00	LAWN MOWING		38712	3583	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		2,592.00	LAWN MOWING		38713	3582	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		<u>4,455.00</u>								
122646	5/16/2016		2418 SCHOOL LIBRARY JOURNAL							
		136.99	1YR SUBSCRIPTION RENEWAL		38714	5/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>136.99</u>								
122647	5/16/2016		6664 SCREENING REPORTS							
		108.00	TENAT VERIFICATION		38715	420165439	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		108.00	TENAT VERIFICATION		38715	420165439	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		<u>216.00</u>								
122648	5/16/2016		6792 SEABERG, TOM							
		55.00	HRA COMMISSIONER MEETING5/3/16		38716	050316	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>55.00</u>								
122649	5/16/2016		2632 SHERWIN-WILLIAMS CO., THE							
		389.40	STRIPING PAINT		38629	5119-6	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>389.40</u>								
122650	5/16/2016		2519 SOUTHVIEW DESIGN							
		160.00	IRRIGATION SYSTEM SVC TERM		38630	6012	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		90.45	IRRIGATION SYSTEM REPAIR		38631	6574	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		160.00	IRRIGATION SYSTEM SVC BRS		38632	6067	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT

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122650	5/16/2016	410.45	2519 SOUTHVIEW DESIGN						Continued...	
122651	5/16/2016		2585 STREICHER'S, INC.							
		49.98	CLERICAL POLO SHIRTS		38633	I1206765	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		89.98	CREDIT FOR RETURNED POLO SHIRT		38634	CM273134	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		368.91	CLERICAL POLO SHIRTS		38635	I1205163	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		328.91								
122652	5/16/2016	660.00	6682 TIDY SERVICE OF MN, INC		38717	20013	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		660.00	PAINTING TURNAROUND							
122653	5/16/2016	89.98	2652 TOPPERS & MORE		38636	16308	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		89.98	TAIL GATE PROTECTORS							
122654	5/16/2016	646.03	2883 TOWMASTER		38637	379807	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		646.03	PART							
122655	5/16/2016	50.00	2665 TRANS UNION LLC		38638	04644211	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		50.00	BASIC SERVICE							
122656	5/16/2016	22.09	6729 TWIST OFFICE PRODUCTS		38718	758633-0	20230.6210		OPERATING SUPPLIES	LIBRARY
		29.53	HAND TOWELS		38718	758633-0	20230.6201		OFFICE SUPPLIES	LIBRARY
		51.62	SCISSORS / WASTEBASKET							
122657	5/16/2016	48.95	2705 UNIFORMS UNLIMITED		38639	26583-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		7.50	RES THOA/SHIRT		38640	26617-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		157.96	RES BROTZLER/STITCHING		38641	26734-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		51.99	CUFF KEY/CHAIN/HOLSTER/SHIRT		38642	26733-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		69.99	PANTS		38643	26665-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		13.88	PANTS		38644	26908-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		227.95	EMBROIDERY/STITCHING		38645	26927-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		363.88	PANTS BATTERIES/GLOVES		38646	27154-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		12.99	PANTS/SHIRTS/EMBROIDERY		38647	27258-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		74.98	SOCKS		38648	25822-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
			SHIRTS							

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122657	5/16/2016		2705 UNIFORMS UNLIMITED						Continued...	
		92.98	EMBROIDERY/BOOTS		38649	25785-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		143.95	PANTS/T SHIRT/SOCKS		38650	26250-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		130.94	BELT/RADIO/KEEPERS/RADIOHOLDER		38651	26249-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		209.88	JACKETS		38652	26466-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		87.60	NAME BARS		38653	27349-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		173.93	RES HELTNE PANTS/SHIRT		38654	26127-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		46.99	RES THAO CAP		38655	26180-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>1,916.34</u>								
122658	5/16/2016		6785 UNIVERSITY OF LOUISVILLE							
		850.00	SEMINAR FEE-OEFFING WICKE		38656	SPI-127C07-10	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>850.00</u>								
122659	5/16/2016		2744 VAN PAPER COMPANY							
		421.29	TRASH LINERS/TISSUE/TOWELS		38657	384728-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		<u>421.29</u>								
122660	5/16/2016		2751 VERIZON WIRELESS							
		218.70	CONNECT PH#3/17TH TANK/3IPADS		38719	9764605738	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		26.02	AIR CARD		38720	9764563826	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		<u>244.72</u>								
122661	5/16/2016		2767 W.D. LARSON COMPANIES LTD, INC.							
		2.04	TOGGLE-ON/OFF		38658	B-260980219	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		87.92	KIT U JOINT		38659	B-261120257	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>89.96</u>								
122662	5/16/2016		2810 WESTON WOODS STUDIOS							
		18.95	BOOK/CD's KIT		38665	12967159	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>18.95</u>								
122663	5/16/2016		2834 WOMAN'S DAY							
		24.97	1 YR SUBSCRIPTION RENEWAL		38664	5/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>24.97</u>								
122664	5/16/2016		2843 WRITER'S DIGEST							
		44.96	2 YR SUBSCRIPTION RENEWAL		38663	5/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>44.96</u>								
122665	5/16/2016		2844 WSB & ASSOC INC							

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122665	5/16/2016		2844 WSB & ASSOC INC						Continued...	
		112.00	KAPOSIA LANDING PLANS&SPECS#23		38660	23	40429.6302	201480	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		37,986.25	MCMORROW PLANS&SPECS #5		38661	5	40429.6302	201490	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		<u>38,098.25</u>								
122666	5/16/2016		2849 XCEL ENERGY							
		274.97	GAS 3/22-4/20/2016		38662	498805914	20230.6385		UTILITY SERVICE	LIBRARY
		792.18	ELECTRIC 3/22-4/20/2016		38662	498805914	20230.6385		UTILITY SERVICE	LIBRARY
		13,953.75	WATER APRIL		38721	499902714	50605.6385		UTILITY SERVICE	WATER UTILITY
		31.84	STREET LIGHT UTILITY FUND		38721	499902714	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,275.10	AIRPORT APRIL		38722	499554268	20245.6385		UTILITY SERVICE	AIRPORT
		535.04	PARKS APRIL		38723	499977530	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		173.98	SPLASH POOL		38723	499977530	10527.6385		UTILITY SERVICE	SPLASH POOL
		83.76	NOTHVIEW POOL		38723	499977530	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		405.80	STREET LIGHT UTILITY FUND		38723	499977530	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		11,286.48	STREET LIGHT UTILITY FUND		38724	499927999	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>28,812.90</u>								
122667	5/12/2016		1250 DAKOTA COUNTY PROPERTY RECORDS							
		46.00	3119210 ABSTRACT FEE		38530	4/13/2016	10101.2205	100086	DEPOSITS	GENERAL FUND
		46.00	3119211 ABSTARCT FEE		38530	4/13/2016	10101.2205	100080	DEPOSITS	GENERAL FUND
		46.00	3119212 ABSTRACT FEE		38530	4/13/2016	10101.2205	100062	DEPOSITS	GENERAL FUND
		46.00	3119213 ABSTRACT FEE		38530	4/13/2016	10101.2205	100069	DEPOSITS	GENERAL FUND
		46.00	3119371 ABSTRACT FEE		38530	4/13/2016	10101.2205	100061	DEPOSITS	GENERAL FUND
		46.00	758423 TORRENS FEE		38530	4/13/2016	10101.2205	100059	DEPOSITS	GENERAL FUND
		46.00	758424 TORRENS FEE		38530	4/13/2016	10101.2205	100087	DEPOSITS	GENERAL FUND
		46.00	758710 TORRENS FEE		38530	4/13/2016	10101.2205	100055	DEPOSITS	GENERAL FUND
		46.00	3116599 EASEMENT/152 3RD AVE S		38530	4/13/2016	40402.6371	201411	REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		<u>414.00</u>								
122668	5/12/2016		1250 DAKOTA COUNTY PROPERTY RECORDS							
		16,890.46	235 HARDMAN AVE S		38425	PID 36 48843 01 030 2016	40490.6430		MISCELLANEOUS	CONCORD TIF
		16,890.46	121 HARDMAN CT		38426	36 48843 01 050	40490.6430		MISCELLANEOUS	CONCORD TIF
		2,449.98	152.3RD AVE S		38427	PID 36 32550 12 170 2016	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING
		235.06	HEPBURN PARK		38428	PID 36032550 12 180 2016	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING
		1,817.28	241 1ST AVE S		38429	PID 36 15220 02 050 2016	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING
		13,055.36	820 SOUTHVIEW BLVD		38430	PID 36 32550 01	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING

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122668	5/12/2016		1250 DAKOTA COUNTY PROPERTY RECORDS						Continued...	
		4,083.96	150 STOCKYARD RD		38431	180 2016 PID 36 15051 00	40490.6430		MISCELLANEOUS	CONCORD TIF
		<u>55,422.56</u>				010 2016				
2016147	5/13/2016		1338 EFTPS							
		30,075.69			38725	0510161629471	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		<u>29,511.62</u>			38735	0510161629472	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		59,587.31								
2016148	5/13/2016		2013 MINNESOTA REVENUE (C)							
		<u>11,782.41</u>			38726	05101616294710	10101.2172		STATE WITHHOLDING	GENERAL FUND
		11,782.41								
2016149	5/13/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		314.72			38741	0510161629478	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>570.37</u>			38742	0510161629479	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		885.09								
2016150	5/13/2016		2748 VANTAGE POINT TRANSFER (EFT)							
		<u>3,567.93</u>			38732	05101616294716	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,567.93								
2016151	5/13/2016		2200 PERA							
		<u>48,230.28</u>			38729	05101616294713	10101.2174		PERA	GENERAL FUND
		48,230.28								
2016152	5/13/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21							
		<u>230.84</u>			38733	05101616294717	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		230.84								
2016153	5/13/2016		6014 US BANK							
		<u>1,390.00</u>			38734	05101616294718	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,390.00								
2016154	5/13/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		<u>1,787.50</u>			38727	05101616294711	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,787.50								
2016155	5/2/2016		6037 HEALTHPARTNERS-DENTAL							

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016155	5/2/2016		6037 HEALTHPARTNERS-DENTAL						Continued...	
		812.65	DENTAL CLAIMS PAID		38592	04/21-04/27/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>812.65</u>								
2016156	5/6/2016		1559 HEALTHPARTNERS							
		452.34	HRA REIMBURSEMENT		38593	04/27-05/03/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>452.34</u>								
2016157	5/9/2016		6537 FDGL LEASE PAYMENT							
		30.00	CC MACHINE LEASE-MAY		38625	160509	10315.6412		CREDIT CARD/ACH/BANK FEE	ENGINEERING
		20.00	CC MACHINE LEASE-MAY		38625	160509	10520.6412		CREDIT CARD/ACH/BANK FEE	PARKS ADMINISTRATION
		60.00	CC MACHINE LEASE-MAY		38625	160509	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		10.00	CC MACHINE LEASE-MAY		38625	160509	20250.6412		CREDIT CARD/ACH/BANK FEE	CENTRAL SQUARE
		<u>30.00</u>	CC MACHINE LEASE-MAY		38625	160509	50600.6412		CREDIT CARD/ACH/BANK FEE	UTILITY ADMINISTRATION
		150.00								
2016158	5/13/2016		1559 HEALTHPARTNERS							
		338.94	HRA REIMBURSEMENT		38805	05/04-05/10/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>338.94</u>								
2016159	5/9/2016		6037 HEALTHPARTNERS-DENTAL							
		1,360.03	DENTAL CLAIMS PAID		38624	04/28-05/04/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,360.03</u>								
		<u>649,006.47</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	518,431.15
EFT Payments	<u>130,575.32</u>
Total Payments	649,006.47



CITY COUNCIL AGENDA REPORT

DATE: MAY 16, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-C

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 new applications are also listed on the attachment. Temporary Intoxicating Liquor Licenses are subject to approval of the Interim Use Permits and security plan.

<u>License Type</u>	<u>Name of Applicant</u>	<u>License No.</u>
Rental Housing	Comfy Livin, LLC	00005420
Rental Housing	J&J Whitetail Farms, LLC	00005426
Rental Housing	J&J Whitetail Farms, LLC	00005423
Rental Housing	Ryan Skar	00005418
Temporary Intoxicating Liquor License	Commemorative Air Force Minnesota Wing	00005428
Temporary Intoxicating Liquor License	Commemorative Air Force Minnesota Wing	00005429

SOURCE OF FUNDS:

N/A

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 16, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
14358	Clean Cuts Barbershop	00005252	Barber	A	05/31/2017	611 Marie Ave	
9918	T's Discount Liquor II, Inc. dba Big Discount Liquor	00005169	Cigarette and Tobacco Sales	A	05/31/2017	333 Concord Exchange N	
9915	River Country Cooperative dba SuperAmerica 4808	00005168	Cigarette and Tobacco Sales	A	05/31/2017	1180 Concord St N	
9912	RDE, Inc. dba Valentino's	00005165	Hotel	A	05/31/2017	200 Concord Exchange N	
14537	Patrick Leahy	00005240	Housing Evaluator	A	05/31/2017		
14562	Milind Angolkar	00005248	Housing Evaluator	A	05/31/2017		
14772	Kaposia Body Works, LLC	00005301	Massage Therapy	A	05/31/2017	1688 Stickney Ave	
14658	Mendota Valley Amusement	00005260	Mechanical Amusement Devices	A	05/31/2017	622 1st Ave S	PNA Lodge 1033
14658	Mendota Valley Amusement	00005261	Mechanical Amusement Devices	A	05/31/2017	445 2nd Ave S	Croation Hall
14658	Mendota Valley Amusement	00005259	Mechanical Amusement Devices	A	05/31/2017	111 Concord St S	VFW Post 295
14658	Mendota Valley Amusement	00005258	Mechanical Amusement Devices	A	05/31/2017	501 Farwell Ave	Stockman's
14658	Mendota Valley Amusement	00005267	Mechanical Music (Juke Box)	A	05/31/2017	622 1st Ave S	PNA Lodge 1033
14658	Mendota Valley Amusement	00005265	Mechanical Music (Juke Box)	A	05/31/2017	111 Concord St S	VFW Post 295
14658	Mendota Valley Amusement	00005268	Pool Table	A	05/31/2017	622 1st Ave S	PNA Lodge 1033
14658	Mendota Valley Amusement	00005266	Pool Table	A	05/31/2017	111 Concord St S	VFW Post 295
14658	Mendota Valley Amusement	00005431	Pool Table	A	05/31/2017	501 Farwell Ave	
14685	Jesie Frias de Burgos	00005124	Rental Housing	A	05/31/2017	111 10th Ave N	
11920	Ryan Partners, LLC	00004433	Rental Housing	A	05/31/2017	216 10th Ave S	
13985	Michelle L. Meier	00004438	Rental Housing	A	05/31/2017	450 10th Ave S	
13690	Bradley J. Pogalz	00004448	Rental Housing	A	05/31/2017	151 11th Ave N	
13998	Brian Bessler	00004457	Rental Housing	A	05/31/2017	130 11th Ave S	
14490	Alexander & Camila Carroll	00004466	Rental Housing	A	05/31/2017	111 12th Ave N	
12143	John Schoenfelder	00004499	Rental Housing	A	05/31/2017	144 13th Ave S	
11920	Ryan Partners, LLC	00004509	Rental Housing	A	05/31/2017	257 14th Ave S	
14730	Ryan Ferguson	00004517	Rental Housing	A	05/31/2017	440 15th Ave N	
14467	Tara Dobbelaere	00004530	Rental Housing	A	05/31/2017	646 16th Ave N	
14288	Peridot Properties, LLC	00004531	Rental Housing	A	05/31/2017	707-709 16th Ave N	
12066	Carole C. Bromley	00004540	Rental Housing	A	05/31/2017	754 17th Ave N	
14897	Comfy Livin, LLC	00005420	Rental Housing	A	05/31/2017	421 18th Ave N	
14549	Kristina Harmon	00005030	Rental Housing	A	05/31/2017	544 18th Ave N	
14665	Joseph Protzmann	00005110	Rental Housing	A	05/31/2017	332 1st Ave S	
14462	Edmund Murdzek	00004564	Rental Housing	A	05/31/2017	342 1st Ave S	
14292	Kevin Martin	00004565	Rental Housing	A	05/31/2017	348 1st Ave S	
13508	Timothy Olson	00004568	Rental Housing	A	05/31/2017	404 1st Ave S	
14899	J&J Whitetail Farms, LLC	00005426	Rental Housing	A	05/31/2017	448 1st Ave S	
14399	Ryan Schmidt	00004575	Rental Housing	A	05/31/2017	528 1st Ave S	
14409	Lisa Wojcik	00004596	Rental Housing	A	05/31/2017	1027 20th Ave N	
12923	Jamie A. Thompson	00004594	Rental Housing	A	05/31/2017	929 20th Ave N	
14482	405 5th Ave S, LLC	00004617	Rental Housing	A	05/31/2017	157 2nd Ave S	

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 16, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
12935	Megan L. Laska	00004618	Rental Housing	A	05/31/2017	215 2nd Ave S	
14854	Christine Nsajja	00005354	Rental Housing	A	05/31/2017	216 2nd Ave S	
14854	Christine Nsajja	00005356	Rental Housing	A	05/31/2017	224 2nd Ave S	
12764	Wei's Property	00004626	Rental Housing	A	05/31/2017	254 2nd Ave S	
14470	S & D Real Estate	00004629	Rental Housing	A	05/31/2017	304 2nd Ave S	
12261	Hazem M. Issa	00004637	Rental Housing	A	05/31/2017	401 2nd Ave S	
11883	L.A.E. Properties, Inc.	00004650	Rental Housing	A	05/31/2017	205 3rd Ave S	
11883	L.A.E. Properties, Inc.	00004651	Rental Housing	A	05/31/2017	211 3rd Ave S	
11883	L.A.E. Properties, Inc.	00004652	Rental Housing	A	05/31/2017	219 3rd Ave S	
11883	L.A.E. Properties, Inc.	00004653	Rental Housing	A	05/31/2017	225 3rd Ave S	
11883	L.A.E. Properties, Inc.	00004654	Rental Housing	A	05/31/2017	235 3rd Ave S	
11883	L.A.E. Properties, Inc.	00004655	Rental Housing	A	05/31/2017	239 3rd Ave S	
11883	L.A.E. Properties, Inc.	00004656	Rental Housing	A	05/31/2017	241 3rd Ave S	
14730	Ryan Ferguson	00004657	Rental Housing	A	05/31/2017	248 3rd Ave S	
14730	Ryan Ferguson	00004658	Rental Housing	A	05/31/2017	253 3rd Ave S	
14899	J&J Whitetail Farms, LLC	00005423	Rental Housing	A	05/31/2017	1020 3rd St S	
13776	Everyday Living, LLC	00004683	Rental Housing	A	05/31/2017	214 4th Ave N	Supportive Services/GRH1
14442	David Asper	00004707	Rental Housing	A	05/31/2017	115 5th Ave S	
12071	Kathleen M. Thera	00004711	Rental Housing	A	05/31/2017	316 5th Ave S	
14482	405 5th Ave S, LLC	00004715	Rental Housing	A	05/31/2017	405 5th Ave S	
12069	Jason M. Velasquez	00004719	Rental Housing	A	05/31/2017	458 5th Ave S	
14120	Cornerstone Capital Properties, LLC	00004726	Rental Housing	A	05/31/2017	720 5th Ave S	
11907	Concord Trust	00004733	Rental Housing	A	05/31/2017	924 5th Ave S	
14730	Ryan Ferguson	00004750	Rental Housing	A	05/31/2017	1359 6th Ave S	
12169	Ronald L. Bakken	00004740	Rental Housing	A	05/31/2017	159 6th Ave S	
14730	Ryan Ferguson	00004774	Rental Housing	A	05/31/2017	1050 7th Ave S	
11920	Ryan Partners, LLC	00004756	Rental Housing	A	05/31/2017	216 7th Ave S	
14493	Sheryl Bly	00004778	Rental Housing	A	05/31/2017	131 8th Ave N	
11969	Gregory E. Rogers	00004805	Rental Housing	A	05/31/2017	1426-1428 8th Ave S	
12617	Heidi Jo Brennehan	00004786	Rental Housing	A	05/31/2017	511 8th Ave S	
11920	Ryan Partners, LLC	00004787	Rental Housing	A	05/31/2017	620 8th Ave S	
14472	Matthew Graves	00004788	Rental Housing	A	05/31/2017	630 8th Ave S	
11950	Gary S. & Wendy Teigen	00004790	Rental Housing	A	05/31/2017	804 8th Ave S	
11939	Karen A. Buhr	00004810	Rental Housing	A	05/31/2017	232 9th Ave S	
14414	Jilleen Keil	00004812	Rental Housing	A	05/31/2017	325 9th Ave S	
14611	Joseph Sass	00005092	Rental Housing	A	05/31/2017	708 9th Ave S	
13989	Rick & Juanita Voigt	00004828	Rental Housing	A	05/31/2017	534 Annapolis St E	
14351	Barbara Jean Jernegan	00004832	Rental Housing	A	05/31/2017	103 Ash St W	
11924	James A. Neisen	00004837	Rental Housing	A	05/31/2017	236-238 Ash St W	
14853	Eric Gibson	00005352	Rental Housing	A	05/31/2017	1331 Butler Ct	
14000	Roderic Bolen	00004867	Rental Housing	A	05/31/2017	1561 Concord St N	
12163	Stage One Properties	00004865	Rental Housing	A	05/31/2017	659 Concord St N	
14584	James D Sitar	00005061	Rental Housing	A	05/31/2017	207 Douglas St E	
14908	Houses, LLC	00005448	Rental Housing	A	05/31/2017	106 Douglas St W	
14289	Dahl Street Properties, L.P.	00004893	Rental Housing	A	05/31/2017	1532 Elrose Ct	
14289	Dahl Street Properties, L.P.	00004894	Rental Housing	A	05/31/2017	1549 Elrose Ct	
14675	Justin Schleppenbach	00005118	Rental Housing	A	05/31/2017	2310 Francis St	
14313	Michael Cockayne	00004907	Rental Housing	A	05/31/2017	221 Grand Ave W 115	
14514	T Rental LLC	00005016	Rental Housing	A	05/31/2017	221 Grand Ave W 208	
14514	T Rental LLC	00005017	Rental Housing	A	05/31/2017	221 Grand Ave W 216	
14854	Christine Nsajja	00005355	Rental Housing	A	05/31/2017	221 Grand Ave W 309	
11833	Marianne C. Lemire	00004927	Rental Housing	A	05/31/2017	103 Macarthur St W	
14735	Kaposia Valley Apartments	00005275	Rental Housing	A	05/31/2017	1905 Parkwood Dr	
12718	Charles & Kelly Spavin	00004943	Rental Housing	A	05/31/2017	1806 Pleasant Ave	

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, MAY 16, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
13542	Timothy J. Lehman	00004948	Rental Housing	A	05/31/2017	155 Richmond St W	
14849	James Albrecht	00005345	Rental Housing	A	05/31/2017	203 Richmond St W	
14895	Ryan Skar	00005418	Rental Housing	A	05/31/2017	2009 Southview Blvd	
14711	Jonathan Darsow	00005127	Rental Housing	A	05/31/2017	132 Spruce St W	
14630	Scott Seidl	00005103	Rental Housing	A	05/31/2017	156 Spruce St W	
12219	Benson Family Properties SSP LLC	00004978	Rental Housing	A	05/31/2017	636 Stewart Ave	
14495	Kadie Ellestad	00004987	Rental Housing	A	05/31/2017	132 Warburton St W	
9912	RDE, Inc. dba Valentino's	00005163	Restaurant	A	05/31/2017	200 Concord Exchange N	
14596	Commemorative Air Force Minnesota Wing	00005428	Temp Intoxicating Liquor License	P	06/26/2016	310 Airport Rd Hgr 3	
14596	Commemorative Air Force Minnesota Wing	00005429	Temp Intoxicating Liquor License	P	09/18/2016	310 Airport Rd Hgr 3	
10099	Walter's Recycling & Refuse Inc.	00005199	Trash Hauler	A	05/31/2017		
10106	Troje's Trash Pickup Inc.	00005204	Trash Hauler	A	05/31/2017	6010 Concord Blvd	
10108	Highland Sanitation & Recycling, Inc.	00005206	Trash Hauler	A	05/31/2017	P.O. Box 10	
12951	All-Ways Hauling, Inc.	00005219	Trash Hauler	A	05/31/2017	P.O. Box 784	



Memorandum

RENTAL HOUSING PROPERTY RECORD

TO: Police Department

FROM: Licensing & Code Enforcement Division

DATE: April 18, 2016

PROPERTY ADDRESS: 1020 3rd Street South

NUMBER OF UNITS: 4

- Based upon the number of police responses to the property listed above, please review and either recommend approval or denial:

Number of Police Calls during the past 12 months relating to rental violations: 0

Recommend approval: Yes

Recommend denial: Yes

- Based upon the background investigation of the applicant applying for a rental license please review and either recommend approval or denial:

Recommend approval: Yes

Recommend denial: Yes

- Please provide results from background investigation.

PLEASE RETURN THIS FORM AND ALL CORRESPONDENCE ATTACHED TO SHIRLEY



Memorandum

RENTAL HOUSING PROPERTY RECORD

TO: Police Department

FROM: Licensing & Code Enforcement Division

DATE: April ¹³ 11, 2016

PROPERTY ADDRESS: 421 18th Avenue North

NUMBER OF UNITS: 1

- Based upon the number of police responses to the property listed above, please review and either recommend approval or denial:

Number of Police Calls during the past 12 months relating to rental violations: 0

Recommend approval: Yes No

Recommend denial: Yes No

- Based upon the background investigation of the applicant applying for a rental license please review and either recommend approval or denial:

Recommend approval: Yes No

Recommend denial: Yes No

- Please provide results from background investigation.

PLEASE RETURN THIS FORM AND ALL CORRESPONDENCE ATTACHED TO SHIRLEY



Memorandum

RENTAL HOUSING PROPERTY RECORD

TO: Police Department
FROM: Licensing & Code Enforcement Division
DATE: April 18, 2016
PROPERTY ADDRESS: 2009 Southview Boulevard
NUMBER OF UNITS: 1

- Based upon the number of police responses to the property listed above, please review and either recommend approval or denial:

Number of Police Calls during the past 12 months relating to rental violations: 0

Recommend approval: Yes

Recommend denial: Yes

- Based upon the background investigation of the applicant applying for a rental license please review and either recommend approval or denial:

Recommend approval: Yes

Recommend denial: Yes

- Please provide results from background investigation.

PLEASE RETURN THIS FORM AND ALL CORRESPONDENCE ATTACHED TO SHIRLEY



CITY COUNCIL AGENDA REPORT

DATE: May 16, 2016

DEPARTMENT: Licensing/Code Enforcement Division

ADMINISTRATOR: SPK

8-D

AGENDA ITEM: Termination of Deferred Assessment at 202 South Street West

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-90 approving the payment of a deferred assessment for 202 South Street West (Parcel 36-83300-03-200).

OVERVIEW:

On November 21, 2005, the City approved a request for a deferred assessment for Project 2005-001J – South Street from 5th Avenue South to Henry Avenue in the amount of \$2,809.19. The property is now being sold and payment of the deferred assessment is required in accordance with Municipal Code. The total payment of the assessment including interest is \$5,077.70.

The City needs to formally adopt the attached resolution terminating the deferral.

SOURCE OF FUNDS:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-90

**RESOLUTION APPROVING THE PAYMENT OF A
DEFERRED ASSESSMENT FOR
PARCEL #36-83300-03-200 (202 South Street West)**

WHEREAS, the City Council of the City of South St. Paul adopted the special assessment for Project #2005-001J; and

WHEREAS, the payment of special assessments against Parcel #36-83300-03-200 in the total amount of \$2,809.19 was deferred by the City Council pursuant to Resolution No. 2005-222; and

WHEREAS, the City Council has been advised that qualifications for the deferral have been met with the sale of said parcel;

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

1. That the deferment of the payment of the special assessment for Parcel #36-83300-03-200 is hereby terminated.
2. That the total assessment of \$5,077.70 is now due and payable.
3. That a copy of this resolution be transmitted to the Dakota County Treasurer-Auditor upon its adopted.

Adopted this 16th day of May, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: MAY 16, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-E

AGENDA ITEM: Approving Land Lease at Fleming Field with Steve Carpenter and Deborah Kaeder-Carpenter

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-91 Approving Land Lease at Fleming Field with Steve Carpenter and Deborah Kaeder-Carpenter.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for the Lot 3 and the East 38 feet of Lot 2, Block 15, Airport Rearrangement, also known as 293 Hotel Lane in the East Hangar Area, with Steve Carpenter and Deborah Kaeder-Carpenter on the approved lease form.

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

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-91

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH STEVE CARPENTER AND DEBORAH KAEDER-CARPENTER**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 3 and the East 38 feet of Lot 2, Block 15, Airport Rearrangement (the "Lease");

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

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

Adopted this 16th day of May, 2016.

City Clerk

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

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

AND

**STEVE CARPENTER &
DEBORAH KAEDER-CARPENTER**

[TENANT]

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7	Tenant's Commitment to Construction of Building	
8	Building Maintenance	
9	Insurance	
10	Indemnification	
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13	Tenant's Financing	
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39	Governing Law
40	Conflict of Interest
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42	Third Party Beneficiaries
43	Compliance with Laws and Regulations
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45	Non-Discrimination
46	Severability

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the _____ of _____, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **Steve Carpenter & Deborah Kaeder-Carpenter** (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 LEASE

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

Lot 3 and the East 38 feet of Lot 2, Block 15, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **10,065.5** total square feet.

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

SECTION 2 LEASE TERM

The term of this Lease (“Term”) shall be ten (10) years commencing on July 22, 2016 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

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

SECTION 4
RENT

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

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

SECTION 5
USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]
- Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
 Other (specify) _____
- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6
CONDUCT OF OPERATIONS

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

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

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

the Airport;

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

SECTION 8 **BUILDING MAINTENANCE**

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

SECTION 9 **INSURANCE**

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

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

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

SECTION 10 **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees

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

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

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

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

SECTION 12 **SERVICES AND UTILITIES**

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

services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.

- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13 **TENANT'S FINANCING**

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

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

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

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

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

worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;

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

SECTION 16 **QUIET ENJOYMENT**

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

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

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

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

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
- (iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to

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

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

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

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

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

- (i) Retain any payment(s) made by Tenant as provided in Section 4 *[for Rent]* prior to the termination of this Lease.

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

SECTION 19
WAIVER

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

SECTION 20
LEGAL COSTS

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

SECTION 21
LIEN ON TENANT'S PROPERTY

As security for the payment to Landlord of all sums required to be paid by Tenant under

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

SECTION 22
CONDEMNATION

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

SECTION 23
DESTRUCTION OF LEASED PREMISES

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

SECTION 24
LEASE AMENDMENTS

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

SECTION 25
BINDING ON SUCCESSORS

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27
AIRCRAFT REGISTRATION

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

SECTION 28
APRON AND TAXIWAY

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

SECTION 29

SIGNS

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

SECTION 30 **AVIATION FUEL**

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

SECTION 31 **LEASE SUBJECT TO GOVERNMENT DEED RESTRICTIONS**

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

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

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

(1) to furnish good, prompt and efficient service

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

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

SECTION 32
HAZARDOUS SUBSTANCES

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

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

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

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

SECTION 33 **GENERAL PROVISIONS**

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

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

SECTION 34
NOTICES

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

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

If to Tenant: Steve Carpenter and Deborah Kaeder-Carpenter
8008 River Road
Inver Grove Heights, MN 55076

Email:
Phone: 651-592-4231

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

SECTION 35
DATA PRACTICES ACT

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

SECTION 36
ENTIRE AGREEMENT

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

SECTION 37
CAPTIONS; TABLE OF CONTENTS

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

SECTION 38
COUNTERPARTS

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

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

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

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

SECTION 44
FORCE MAJEURE

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

SECTION 45
NON-DISCRIMINATION

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

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;

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

SECTION 46
SEVERABILITY

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
Steve Carpenter & Deborah Kaeder-Carpenter

By: _____
Name: Beth Baumann
Title: Mayor

By: _____
Steve Carpenter

Attest:

By: _____
Deborah Kaeder-Carpenter

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

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

Landlord Acknowledgment

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

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

**Tenant Acknowledgment
[Individuals]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Steve Carpenter and Deborah Kaeder-Carpenter.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
July 22, 2016 – December 31, 2016	0.256	\$0.00 ¹
January 1, 2017 – December 31, 2017	0.264	\$2,657.29
January 1, 2018 – December 31, 2018	0.272	\$2,737.82
January 1, 2019 – December 31, 2019	0.280	\$2,818.34
January 1, 2020 – December 31, 2020	0.288	\$2,898.86
January 1, 2021 – December 31, 2021	0.297	\$2,989.45
January 1, 2022 – December 31, 2022	0.306	\$3,080.04
January 1, 2023 – December 31, 2023	0.315	\$3,170.63
January 1, 2024 – December 31, 2024	0.324	\$3,261.22
January 1, 2025 – December 31, 2025	0.334	\$3,361.88
January 1, 2026 – July 21, 2026	0.344	\$1,916.25 ²

¹ Paid entire year in March 2016

² $.344 * 10,065.5 * (202/365)$

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."



AGENDA ITEM: Award of Bid - McMorrow Field Renovation

DESIRED MEETING OUTCOMES:

Motion to adopt Resolution 2016-93 accepting the low bid from Peterson Companies for the renovation of McMorrow Field including base bid and alternates.

OVERVIEW:

As part of the successful February 11, 2014 Park Referendum, the vision for the re-development of McMorrow Field according to the 2006 Master Plan was to convert the existing softball fields and general areas to a dedicated flat field complex. The renovation concept was to include:

- 4-5 full sized flat fields
- Field lights
- A new play structure and picnic shelter
- Expansion of the internal trail system

In November 2015, WSB & Associates Inc. was hired to complete design plans and specifications, bid administration, and provide project supervision for the renovation of McMorrow Field as part of the Park Referendum. After discussion regarding the various bid elements by the Parks and Recreation Advisory Commission and city council, the project was publicly advertised for sealed bids from April 8 – May 5, 2016 with a bid opening date of May 5, 2016. The bids were opened and read as follows:

Bidder	Base Bid	Add Alternates	Total
Peterson Companies	\$1,820,389.62	\$37,718.60	\$1,858,108.22
Frattonone Companies	\$1,880,819.64	\$32,190.00	\$1,913,009.64
Veit & Company, Inc.	\$1,875,986.90	\$59,920.00	\$1,935,906.90
Ramsey Excavating Company, Inc.	\$2,079,900.00	\$40,195.00	\$2,120,095
Max Steininger, Inc.	\$2,152,926.08	\$40,635.60	\$2,193,561.68
Rachel Contracting	\$2,225,867.78	\$51,138.00	\$2,277,005.78

The low bid was submitted by Peterson Companies in the amount of \$1,858,108.22 for the base bid and alternates. The bid is approximately 22% below the engineer's estimate of \$2,361,853.50. With \$60,431 separating the three lowest base bids, considering six companies submitted, we agree with WSB Inc. that we received very competitive bids for this project.

The alternates for this project were recommended to be bid as alternates due to the option to add these items after completion of the base bid items in the event base bid prices exceeded preliminary

estimates. Peterson Companies submitted the second lowest bid of the alternates at \$37,718.60, which is a good price at only \$3,718.60 over the engineers estimate. The alternate items included concrete maintenance strips at the bases of the fencing and sod for high traffic areas at the completion of the project. The unit prices provided by Peterson Companies represents similar pricing that staff would obtain on the open market thus staff recommends award of both bid alternates.

WSB & Associates Inc. has prepared a recommendation letter for award to the low bidder, Peterson Companies, who has been a subcontractor of Rachel Contracting for the Kaposia Landing Phase 1 project, primarily dealing with fencing and irrigation. WSB has additionally had positive experience working with Peterson Companies on similar projects recently (see attached recommendation letter).

WSB recommends the McMorrow Field project carry a 4% contingency for unforeseen conditions that may be encountered during construction. The 4% construction contingency recommended is \$74,327, bringing the total bid award to \$1,932,435.

The awarded project will tentatively begin August, 2016 with a completion date of June 16, 2017. If all goes well, the new McMorrow Fields will be ready for use summer 2018. WSB & Associates Inc. will be supervising all aspects of the construction phase, similar to Phase 1 of the Kaposia Landing project.

Source of Funds:

\$1,932,435- Park Referendum Bonds, plus funding alternatives which may include deferment of CIP projects and/or bonding for street reconstruction projects.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-93

**RESOLUTION RECEIVING AND ACCEPTING BID PROPOSALS
FOR RENOVATION OF MCMORROW FIELD**

WHEREAS, pursuant to solicitation of bids for the renovation of McMorrow Field, the following quotes were received and tabulated:

Bidder	Base Bid	Add Alternates	Total
Peterson Companies	\$1,820,389.62	\$37,718.60	\$1,858,108.22
Frattalone Companies	\$1,880,819.64	\$32,190.00	\$1,913,009.64
Veit & Company, Inc.	\$1,875,986.90	\$59,920.00	\$1,935,906.90
Ramsey Excavating Company, Inc.	\$2,079,900.00	\$40,195.00	\$2,120,095
Max Steininger, Inc.	\$2,152,926.08	\$40,635.60	\$2,193,561.68
Rachel Contracting	\$2,225,867.78	\$51,138.00	\$2,277,005.78

WHEREAS, it appears that Peterson Companies is the lowest responsible bidder including alternates, and

WHEREAS, 4% contingency has been added to the project bringing the total cost to \$1,932,435.

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 a contract with Peterson Companies for the renovation of McMorrow Field according to the plans and specifications in the amount of \$1,932,435.
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 16th day of May, 2016.

City Clerk



May 12, 2016

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

Re: Recommendation to Award Construction Contract for McMorrow Field Improvements
WSB Project No. 01261-740

Dear Mr. Esser,

Congratulations on obtaining very competitive bids for this project. The receipt of 6 quality bids shows great interest in working with the City of South St. Paul by local contractors.

Bids were received for the above-referenced project on Thursday, May 5, 2016. There were a total of 6 bids submitted, which were opened and read aloud. The bids were checked for mathematical accuracy and tabulated. The bid tabulation is attached for your reference and includes corrections to any mathematical errors. The low bid was submitted by Peterson Companies in the amount of \$1,858,108.22 for the base bid improvements and alternates. Their bid is about 20% under the engineer's estimate of \$2,361,853.50 for these total bid improvements.

Peterson Companies is a local contractor that has successfully constructed other projects for WSB & Associates including Sand Creek Park Sports Complex in Coon Rapids. We expect they will perform similarly for this project. WSB & Associates have also contacted Peterson Companies and confirmed with them that they are confident in their Bid Proposal Submission. They are eager to start the project and look forward to working with the City of South St. Paul on what should be a great project.

We recommend the City of South St. Paul award the contract to the low bidder, Peterson Companies, as indicated below:

Base Bid	\$1,820,389.62
Add Alternate 1 – Concrete Maintenance Strip	\$27,018.60
Add Alternate 2 – Sod at High Traffic Areas	\$10,700.00
Recommended Project Award:	\$1,858,108.22

As a reminder, the bid schedule allows construction to proceed in all designated work areas on or after August 1, 2016 upon receipt of the Notice to Proceed. Work in all areas will be Substantially Completed by June 16, 2017. WSB also recommends carrying a 4% contingency for unforeseen conditions that may be encountered during construction. Including the construction contingency, WSB recommends the City Council approve funding for the above referenced project in the amount of \$1,932,435.

Please contact me to discuss any questions you may have. WSB would like to thank you for the opportunity to assist you in the development of plans and documents for improvements to McMorrow Field Improvements and look forward to seeing this exciting project develop through construction.

Sincerely,

WSB & Associates, Inc.

A handwritten signature in black ink that reads "Robert A. Slipka III". The signature is written in a cursive style with a horizontal line at the end.

Robert A. Slipka III, RLA
Senior Landscape Architect

Attachments: Bid Tabulation

BID TABULATION
MORROW FIELD IMPROVEMENTS
CITY OF SOUTH ST. PAUL, MINNESOTA

OWNER:
 City of South St. Paul
 125 3rd Avenue North
 South St. Paul, MN 55075

PROJECT CONSULTANT:
 WSS & Associates, Inc.
 701 Xenia Avenue South, Suite 300
 Minneapolis, MN 55416

SUBMIT TO / BID OPENING LOCATION:
 Attn: Chris Biser
 City of South St. Paul
 125 3rd Avenue North
 South St. Paul, MN 55075

BID SUBMITTAL TIME:
 Time: 10:00 a.m.
 Date: May 3, 2016

Units Legend: LS = Lump Sum, SF = Square Feet, SY = Square Yard, EA = Each, LB = Pound, PAIR = Pair,
 LF = Linear Feet, FSF = Feet Square Feet, CY = Cubic Yard, TM = Ton, GAL = Gallon

No.	Description	Estimated Qty.	Unit	ESTIMATE		Peterson Companies		Furniture Companies		Vet		Ramsey Excavating, Co.		Max Stanger, Inc.		Radial Contracting		
				Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	
Section 1 Subtotal:																		
				\$365,000.00		\$155,967.00		\$135,080.00		\$301,000.00		\$252,571.20		\$85,514.94		\$322,000.00		
1.01	Removal and Traffic Control for the duration of the project - complete (NOTE: this shall not exceed 5% of the total Contract amount).	1	LS	\$140,000.00	\$140,000.00	\$73,406.00	\$73,406.00	\$19,440.00	\$19,440.00	\$90,000.00	\$90,000.00	\$98,071.30	\$98,071.30	\$14,877.07	\$14,877.07	\$100,000.00	\$100,000.00	\$53,300.00
1.02	Provide all Construction Surveying and Staking - complete, including cost and installation of installing property pins at field corner locations prior to seeding	1	LS	\$25,000.00	\$25,000.00	\$27,533.00	\$27,533.00	\$41,780.00	\$41,780.00	\$36,500.00	\$36,500.00	\$25,500.00	\$25,500.00	\$24,790.48	\$24,790.48	\$53,300.00	\$53,300.00	\$53,300.00
1.03	Removal and Disposal of all pavements, amenities, fencing, vegetation, asphalt grinding, footings, etc. as indicated on Removal Plan Sheet 1.2, 1.1, details and specifications - complete	1	LS	\$140,000.00	\$140,000.00	\$55,028.00	\$55,028.00	\$73,860.00	\$73,860.00	\$74,500.00	\$74,500.00	\$129,000.00	\$129,000.00	\$45,847.39	\$45,847.39	\$78,700.00	\$78,700.00	\$78,700.00
Section 2 - General Earthwork																		
2.01	One-side Earthwork - complete, including: 1) topsoil stripping and stockpiling; 2) common excavation and placement of all soil and subsoil materials to subgrade elevations in all work areas; 3) subsoil compaction beneath trails, concrete, pavements, etc.; 4) respreading, and fine grading all topsoil to required minimum settled depth for all non-durable fields and non-paved areas; 5) grade maintenance as necessary for duration of construction period; 6) temporary erosion control measures as noted on plans sheets / NPDES permits required to prevent migration of soils to down-slope locations, including maintenance during construction period - NOTE: this item does not include erosion control all fencing or permanent erosion control mat/bunker.	1	LS	\$200,000.00	\$200,000.00	\$268,580.00	\$268,580.00	\$229,000.00	\$229,000.00	\$192,000.00	\$192,000.00	\$334,000.00	\$334,000.00	\$643,053.00	\$643,053.00	\$290,000.00	\$290,000.00	\$290,000.00
2.02	Furnish and place Engineered Silt - complete, 60% Sand and 15% topsoil, and 25% Compost Mix (distribution pipe and infiltration Stripes) per CIVL plans, details and specifications	800	CY	\$30.00	\$24,000.00	\$35.10	\$28,080.00	\$8.50	\$6,800.00	\$56.00	\$44,800.00	\$25.50	\$20,400.00	\$40.63	\$32,704.00	\$42.10	\$33,680.00	\$33,680.00
2.03	Import and Place Common Borrow - complete, including loading, transporting, and placing on-site. Payment shall be based on actual quantity (CY loose volume) of material placed. Load tickets must be provided on a weekly basis.	17,000	CY	\$10.00	\$170,000.00	\$0.01	\$170.00	\$5.95	\$101,150.00	\$0.01	\$170.00	\$1.00	\$17,000.00	\$2.73	\$46,410.00	\$6.30	\$105,400.00	\$105,400.00
2.04	Furnish, install, and maintain Erosion Control Fencing as indicated on plans, includes removal and restoration at project completion - complete	3,450	LF	\$2.75	\$9,487.50	\$3.21	\$11,074.50	\$1.25	\$4,312.50	\$1.40	\$4,830.00	\$1.90	\$6,555.00	\$1.28	\$4,416.00	\$2.10	\$7,245.00	\$7,245.00
2.05	Furnish, install, and maintain Temporary Seeding/Erosion Control at completion of work in Fall 2016 as required by NPDES permit - complete	15	AC	\$1,500.00	\$22,500.00	\$1,165.00	\$17,475.00	\$720.50	\$10,807.50	\$800.00	\$12,000.00	\$715.00	\$10,725.00	\$747.51	\$11,212.65	\$571.00	\$8,565.00	\$8,565.00
2.06	Furnish, install, and maintain Catch Basin Inlet Protection as indicated on plans, includes removal at project completion - complete	23	EA	\$300.00	\$6,900.00	\$127.55	\$2,933.19	\$257.50	\$5,922.50	\$345.00	\$7,935.00	\$275.00	\$6,325.00	\$227.35	\$5,229.05	\$457.00	\$10,511.00	\$10,511.00
2.07	Furnish, install, and maintain 8" Borolls as indicated on plans and details, includes removal and restoration at project completion - complete	205	LF	\$4.00	\$820.00	\$4.00	\$820.00	\$2.30	\$471.50	\$2.50	\$512.50	\$3.30	\$676.50	\$2.40	\$492.00	\$6.10	\$1,250.50	\$1,250.50
2.08	Furnish, install, and maintain Tree Protection Fencing as indicated on plans and details, includes removal at project completion - complete	1,320	LF	\$5.00	\$6,600.00	\$3.00	\$3,960.00	\$3.20	\$4,224.00	\$1.60	\$2,112.00	\$2.00	\$2,640.00	\$1.49	\$1,966.80	\$2.30	\$3,028.00	\$3,028.00
2.09	Furnish and install 30" X 75" Aggregate Construction Access - complete, including removal and restoration at project completion - complete	1	EA	\$1,500.00	\$1,500.00	\$2,041.00	\$2,041.00	\$2,300.00	\$2,300.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,660.32	\$3,660.32	\$5,640.00	\$5,640.00	
Section 2 Subtotal:				\$441,907.50		\$355,131.69		\$388,988.00		\$258,489.50		\$399,821.50		\$756,143.82		\$466,119.50		

No.	Section 3 - Utilities	Estimated Qty.	Unit	ESTIMATE		Peterson Companies		Finalphase Companies		Vet		Ramsey Excavating Co.		Max Stearns, Inc.		Robert Contracting		
				Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	
3.01	Disconnect Water Service - complete as directed by the Engineer - removal to include all types and sizes of water service and fittings as indicated on plans.	2	EA	\$1,000.00	\$2,000.00	\$730.00	\$1,460.00	\$2,390.00	\$4,780.00	\$3,500.00	\$7,000.00	\$862.50	\$1,725.00	\$1,619.18	\$3,238.36	\$857.00	\$1,714.00	
3.02	Remove Storm Sewer Pipe - complete as directed by the Engineer - removal to include all types and sizes of storm sewer.	710	LF	\$5.00	\$3,550.00	\$8.84	\$6,276.40	\$13.10	\$9,301.00	\$12.00	\$8,520.00	\$12.50	\$8,875.00	\$16.19	\$11,494.90	\$18.10	\$12,851.00	
3.03	Remove Storm Sewer Structure - complete as directed by the Engineer - removal to include all types and sizes of storm sewer.	4	EA	\$500.00	\$2,000.00	\$442.00	\$1,768.00	\$488.50	\$1,954.00	\$260.00	\$1,040.00	\$287.50	\$1,150.00	\$323.83	\$1,295.32	\$872.00	\$3,488.00	
3.04	Remove Electrical as indicated on plans - complete, including removal of all lighting, fixtures, wiring and associated equipment.	1	LS	\$7,500.00	\$7,500.00	\$23,347.00	\$23,347.00	\$30,360.00	\$30,360.00	\$11,500.00	\$11,500.00	\$38,800.00	\$38,800.00	\$4,947.83	\$4,947.83	\$37,700.00	\$37,700.00	
3.05	Connect to Existing Water Service	1	EA	\$1,000.00	\$1,000.00	\$760.00	\$760.00	\$1,220.00	\$1,220.00	\$720.00	\$720.00	\$1,150.00	\$1,150.00	\$647.67	\$647.67	\$1,180.00	\$1,180.00	
3.06	1/2" Copper Water Service Pipe	130	LF	\$30.00	\$3,900.00	\$18.30	\$2,379.00	\$30.25	\$3,932.50	\$30.50	\$3,965.00	\$32.00	\$4,160.00	\$31.59	\$4,106.70	\$33.10	\$4,303.00	
3.07	1/2" Cast Iron Stop and Box	1	EA	\$500.00	\$500.00	\$903.00	\$903.00	\$504.50	\$504.50	\$504.00	\$504.00	\$500.00	\$500.00	\$431.78	\$431.78	\$414.00	\$414.00	
3.08	8" GS Pipe Arson	2	EA	\$600.00	\$1,200.00	\$273.00	\$546.00	\$309.00	\$618.00	\$1,085.00	\$2,170.00	\$195.00	\$390.00	\$323.83	\$647.66	\$201.00	\$402.00	
3.09	12" RC Pipe Arson	2	EA	\$900.00	\$1,800.00	\$765.00	\$1,530.00	\$762.00	\$1,524.00	\$1,530.00	\$3,100.00	\$3,100.00	\$1,960.00	\$1,960.00	\$1,727.12	\$1,727.12	\$1,010.00	\$2,020.00
3.10	18" PVC Drain Basin W/Grate	11	EA	\$2,400.00	\$26,400.00	\$1,788.00	\$19,668.00	\$1,490.00	\$16,390.00	\$1,700.00	\$18,700.00	\$1,710.00	\$18,810.00	\$1,079.45	\$11,873.95	\$1,770.00	\$19,470.00	
3.11	6" PVC Pipe Drain - S&H 40	215	EA	\$18.00	\$3,870.00	\$11.93	\$2,564.95	\$19.40	\$4,171.00	\$12.00	\$2,580.00	\$15.40	\$3,311.00	\$21.59	\$4,641.83	\$16.00	\$3,440.00	
3.12	6" PVC Pipe Drain - S&H 40	845	LF	\$24.00	\$20,160.00	\$14.92	\$12,607.40	\$19.50	\$16,477.50	\$14.10	\$11,914.50	\$18.70	\$15,801.50	\$23.75	\$20,068.75	\$19.40	\$16,395.00	
3.13	6" Perforated PVC Pipe Drain - S&H 40	1025	LF	\$22.00	\$22,550.00	\$11.77	\$11,917.75	\$25.50	\$26,137.50	\$17.75	\$18,193.75	\$18.15	\$18,603.75	\$28.60	\$29,315.00	\$24.50	\$25,112.50	
3.14	8" Perforated PVC Pipe Drain - S&H 40	1120	LF	\$40.00	\$44,800.00	\$18.32	\$20,592.60	\$37.50	\$42,000.00	\$34.00	\$38,080.00	\$22.00	\$24,640.00	\$34.58	\$38,729.60	\$29.90	\$32,548.00	
3.15	Connect into Existing Drainage Structure	482	EA	\$79.00	\$38,162.00	\$1,268.00	\$12,680.00	\$814.50	\$814.50	\$820.00	\$820.00	\$750.00	\$750.00	\$1,619.18	\$1,619.18	\$600.00	\$600.00	
3.16	12" RC Pipe Sewer Class V	183	LF	\$32.00	\$5,856.00	\$24.17	\$4,422.61	\$25.50	\$4,657.50	\$34.70	\$6,361.90	\$30.80	\$5,645.60	\$21.59	\$3,949.73	\$10,406.38	\$32.00	\$5,856.00
3.17	15" RC Pipe Sewer Class V	183	LF	\$34.00	\$6,222.00	\$24.17	\$4,422.61	\$25.50	\$4,657.50	\$34.70	\$6,361.90	\$30.80	\$5,645.60	\$21.59	\$3,949.73	\$10,406.38	\$32.00	\$5,856.00
3.18	Connect to Existing Storm Sewer	4	EA	\$1,000.00	\$4,000.00	\$821.00	\$3,284.00	\$814.50	\$3,258.00	\$817.00	\$3,268.00	\$600.00	\$2,400.00	\$1,295.34	\$5,181.56	\$600.00	\$2,400.00	
3.19	Connect Drainage Structure Dis 48-4020	2144	EA	\$1,590.00	\$3,400.00	\$374.05	\$802.60	\$316.50	\$4,041.44	\$1,765.00	\$3,782.00	\$440.00	\$3,943.60	\$771.80	\$8,100.00	\$457.00	\$4,570.00	
3.20	Cast Drainage Structure Dis 48	3	EA	\$2,500.00	\$7,500.00	\$1,172.00	\$3,516.00	\$1,182.50	\$3,547.50	\$1,650.00	\$4,950.00	\$1,500.00	\$4,500.00	\$2,698.63	\$8,095.89	\$1,590.00	\$4,770.00	
3.21	Cast Drainage Structure Dis H	8	EA	\$2,500.00	\$20,000.00	\$946.00	\$7,568.00	\$829.00	\$6,632.00	\$1,040.00	\$8,320.00	\$1,100.00	\$8,900.00	\$1,000.00	\$8,000.00	\$2,698.63	\$8,000.00	
3.22	Cast Drainage Structure Dis H	8	EA	\$800.00	\$6,400.00	\$312.00	\$2,496.00	\$318.50	\$2,548.00	\$360.00	\$2,880.00	\$425.00	\$3,400.00	\$1,000.00	\$8,000.00	\$528.00	\$4,224.00	
3.23	6" PVC Cleanout at Firehydrant Area	4	EA	\$200.00	\$800.00	\$120.00	\$480.00	\$130.50	\$522.00	\$176.00	\$704.00	\$157.50	\$630.00	\$119.18	\$472.72	\$73.00	\$292.00	
3.24	Standard Catch Basin Design Special 1	4	EA	\$200.00	\$800.00	\$120.00	\$480.00	\$130.50	\$522.00	\$176.00	\$704.00	\$157.50	\$630.00	\$119.18	\$472.72	\$73.00	\$292.00	
3.25	4" Flexible Drain Tile and Root at Play Area - complete, including cleanouts	215	LF	\$20.00	\$4,300.00	\$10.42	\$2,240.30	\$15.50	\$3,332.50	\$8.00	\$1,720.00	\$16.50	\$3,547.50	\$21.80	\$4,687.00	\$17.10	\$3,726.00	
3.27	4" SDR 35 PVC	75	LF	\$20.00	\$1,500.00	\$5.89	\$436.75	\$14.80	\$1,110.00	\$17.30	\$1,297.50	\$14.30	\$1,072.50	\$27.85	\$2,088.75	\$14.90	\$1,117.50	
3.28	Furnish all labor and materials for all Site Electrical and Lighting Work as indicated on plans sheets E2.0 through E5.0 and related specifications - complete, including site electrical service, distribution, sports field lighting and footings, parking lot lighting and footings	1	LS	\$386,000.00	\$386,000.00	\$400,000.00	\$400,000.00	\$438,880.00	\$438,880.00	\$464,000.00	\$464,000.00	\$440,000.00	\$440,000.00	\$446,788.30	\$446,788.30	\$487,000.00	\$487,000.00	
3.29	Furnish and install Irrigation system - complete, as indicated on plan sheets and related specifications. Installation and operation of irrigation system within limits of Type 1 Turf Seed Mix to be completed prior to installation of seed mix, see specifications for base bid and alternate bid dates for completion and operation of irrigation within limits specified.	1	LS	\$165,000.00	\$165,000.00	\$148,824.00	\$148,824.00	\$153,320.00	\$153,320.00	\$170,000.00	\$170,000.00	\$160,000.00	\$160,000.00	\$158,923.90	\$158,923.90	\$171,500.00	\$171,500.00	
				Section 3 Subtotal:		\$791,558.00	\$791,558.00	\$701,611.29	\$701,611.29	\$784,271.19	\$784,271.19	\$821,958.15	\$821,958.15	\$779,950.45	\$779,950.45	\$801,529.38	\$801,529.38	
Section 4 - Pavements				Estimated Qty.	Unit	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	Unit Bid (In Dollars)	Total Bid (In Dollars)	
4.01	Furnish and place 4" thick Concrete Paving with 6" aggregate base for walkways, reinforced thickened edges, and other concrete pads as indicated on plans, details and specifications - complete. Thickened edges at pty. container shall be considered incidental to this pav. item.	4180	SF	\$6.00	\$25,080.00	\$6.42	\$26,835.60	\$7.25	\$30,305.00	\$6.90	\$28,842.00	\$5.80	\$24,244.00	\$5.77	\$24,118.60	\$8.20	\$34,276.00	
4.02	Furnish and place 6" thick Concrete Paving with 6" aggregate base for pedestrian ramps as indicated on plans, details and specifications - complete	540	SF	\$9.00	\$4,860.00	\$12.65	\$6,830.20	\$12.40	\$6,696.00	\$8.20	\$4,428.00	\$8.30	\$4,482.00	\$6.98	\$3,769.20	\$13.90	\$7,506.00	
4.03	Furnish and place 8" thick Concrete Paving with 6" aggregate base for drive aprons as indicated on plans, details and specifications - complete	2180	SF	\$11.00	\$23,980.00	\$9.01	\$19,641.80	\$9.30	\$20,274.00	\$9.30	\$20,274.00	\$8.50	\$18,530.00	\$8.01	\$17,461.80	\$10.50	\$22,980.00	
4.04	Furnish and place 6" from Detachable Warning Plates as indicated on plans, details and specifications - complete	162	SF	\$60.00	\$9,720.00	\$55.00	\$8,910.00	\$41.25	\$6,682.50	\$70.00	\$11,340.00	\$65.00	\$10,530.00	\$63.91	\$10,355.42	\$45.70	\$7,403.40	
4.05	Furnish and place Concrete Curb and Gutter for the parking stalls as indicated on plans, details and specifications - complete	3,175	LF	\$15.00	\$47,625.00	\$16.95	\$53,816.25	\$18.10	\$57,467.50	\$15.50	\$49,212.50	\$18.65	\$59,213.75	\$14.58	\$46,291.50	\$19.40	\$61,995.00	
4.06	Furnish and install Sidewalk Chase including concrete pavement, curb lips, thickened edges and casting as indicated on plans, details and specifications - complete	3	EA	\$3,500.00	\$10,500.00	\$4,517.73	\$13,553.19	\$694.50	\$2,083.50	\$1,700.00	\$5,100.00	\$4,400.00	\$13,200.00	\$1,595.28	\$4,785.84	\$771.00	\$2,313.00	

MEMORANDUM FOR THE BOARD OF SUPERVISORS
 PROJECT NO. 1740
 MSB PROJECT NO. 01281-740

No.	Alternate Bid Items	Estimated Qty.	Unit	Unit Bid (In Dollars)	Total Bid (In Dollars)	ESTIMATE	Unit Bid (In Dollars)	Total Bid (In Dollars)	Peterson Companies	Unit Bid (In Dollars)	Total Bid (In Dollars)	Fredstone Companies	Unit Bid (In Dollars)	Total Bid (In Dollars)	Vet	Unit Bid (In Dollars)	Total Bid (In Dollars)	Remser Excavating, Co.	Unit Bid (In Dollars)	Total Bid (In Dollars)	Max Steiner, Inc.	Unit Bid (In Dollars)	Total Bid (In Dollars)	Rachel Contracting	Unit Bid (In Dollars)	Total Bid (In Dollars)
7.06	Furnish and install 5 Gall. Container Shrubs as indicated on plans, details and specifications - complete	192	EA	\$58.00	\$11,136.00		\$39.00	\$7,488.00		\$46.25	\$8,880.00		\$57.00	\$10,944.00		\$49.50	\$9,504.00		\$58.73	\$11,276.16		\$62.80	\$12,057.60			
7.07	Furnish and install 1 Gall. Container Perennials/Crosses as indicated on plans, details and specifications - complete	337	EA	\$16.00	\$6,066.00		\$17.50	\$5,897.50		\$15.40	\$5,189.80		\$16.00	\$5,392.00		\$16.50	\$5,601.50		\$19.22	\$6,477.14		\$20.60	\$6,942.20			
7.08	Furnish and install Shredded Hardwood Mulch at all planting bed locations as indicated on plans, details and specifications - complete, including natural edge	95	CY	\$90.00	\$4,750.00		\$54.00	\$5,130.00		\$46.25	\$4,393.75		\$86.00	\$8,170.00		\$49.50	\$4,702.50		\$53.39	\$5,072.05		\$57.10	\$5,424.50			
						Section 7 Subtotal:		\$147,492.00	\$140,583.75	\$86,343.05	\$96,193.50	\$142,801.50	\$93,270.06	\$119,686.50												
						Total Base Bid		\$3,326,333.50	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64	\$1,890,819.64
						end of base bid schedule (excludes add alternate bid items)																				
						Alternate Bid Schedule																				
1	ADD: Furnish and install Concrete Maintenance Strip at field fencing (4000 psi) as indicated on plans, details and specifications - complete.	1,470	LF	\$16.00	\$23,520.00		\$18.38	\$27,018.60		\$17.00	\$24,990.00		\$36.00	\$52,920.00		\$18.50	\$27,195.00		\$17.48	\$25,695.60		\$25.40	\$37,238.00			
2	ADD: Furnish and install Soil at high traffic locations - complete. Insulation and operation of irrigation system to be completed prior to installation of soil.	2,000	SY	\$6.00	\$12,000.00		\$5.35	\$10,700.00		\$3.60	\$7,200.00		\$3.50	\$7,000.00		\$6.50	\$13,000.00		\$7.47	\$14,940.00		\$6.90	\$13,800.00			
						Total Alternate Bid		\$35,520.00	\$37,718.60	\$32,190.00	\$39,920.00	\$44,195.00	\$40,635.60	\$51,138.00												



CITY COUNCIL AGENDA REPORT

DATE: May 16, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: SPK

10-B

AGENDA ITEM: American Cancer Society Relay for Life IUP

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-94 approving the IUP.

OVERVIEW:

The American Cancer Society (ACS) is requesting an IUP to hold the Relay for Life fundraising event on the ramp at the South St. Paul Fleming Field Airport. The Relay for Life would be on Friday, August 5, 2016 from 4 pm through midnight and the event is expected to draw approximately 300 participants. The IUP would have a term of 3 years allowing for one Relay for Life event each year with a final expiration date of August 31, 2018. A copy of the event plan of action is attached as part of the submittals.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their May 4, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the IUP subject to conditions of approval noted in the staff report to the Planning Commission (5-0). There was no one present to comment on the application other than the applicant.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed IUP subject to the conditions of approval as noted in Resolution No. 2016-94.

60-DAY REVIEW DEADLINE: June 3, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-94

**A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR
THE FUNDRAISING EVENT ON THE PROPERTY AT 1725 HENRY AVENUE**

WHEREAS, the City received an application from the American Cancer Society (Relay for Life) for an Interim Use Permit for the next three years to host the fundraising event, for the property located at 1725 Henry Avenue, and legally described as follows:

(See attached description)

WHEREAS, the Planning Commission held a public hearing on the application at their May 4, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Interim Use Permit with certain conditions of approval (5-0) at their May 4, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed Interim Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code and is consistent with the Comprehensive Plan.
3. Interim Use Permit. The proposed Interim Use Permit would amend the Interim Use Permit to hold the ACS's Relay for Life event on the Fleming Field Airport Ramp on August 5, 2016 and similar time for 2017 and 2018, subject to the following conditions:

A. Compliance with Plans/Submittals. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

- | | |
|--|------------------|
| 1. Application / Event Operations Plan (ACS) | dated 04/04/2016 |
| 2. Event Site Map (ACS) | dated 04/04/2016 |

- 2) **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property.
- 3) **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- 4) **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- 5) **Noise.** The applicant, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers will be placed inside the building to minimize potential for noise impacts on residential properties.
- 6) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 7) **License Required for Food Vendors.** The food vendors must obtain the necessary licenses from the Minnesota Department of Health (MDH) before the applicant and/or food vendor business can begin conducting business in the city. The food vendors must also keep the MDH license in good standing.
- 8) **Term of the Interim Use Permit.** The Interim Use Permit shall allow the applicant to hold one Relay for Life event per year on the Fleming Field Airport property and the term of the Interim Use Permit shall be for three (3) years beginning on May 17, 2016 and terminating on August 31, 2018. The first Relay for Life event on the Interim Use Permit will be held on Friday, August 5, 2016 from 4 pm through 12 am. The dates and times of the proposed event for 2017 and 2018 are anticipated to be similar with final determination on the hours subject to the approval of the Airport Manager. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager.
- 9) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

Adopted this 16th day of May, 2016.

City Clerk

Exhibit A:

Partial Legal Description / Parcels:

Parcel ID Number 36-11130-00-011

Lot and Block A
Plat AIRPORT REARRANGEMENT

Tax Description
OUTLOT A EX COM NE COR W ON N LINE 466.19
FT S 01D01M 37S W 43.15 FT TO PT OF BEG S
01D09M37S W 211.32 FT S 89D05M04S E 147.55
FT S 81D 23M50S E 79.63 FT NE'LY 30.64 FT ON
TANG CUR CONC TO NW RAD 19.50 FT C/A 90D
02M26S N 08D33M43S E 120.33 FT NW'LY 127.87
FT ON TANG CUR CONC TO SW RAD 75 FT C/A
97D41M20S N 88D46M53S W 189.13 FT TO BEG

Planning Commission Meeting Date: Wednesday, May 4, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.A
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Project Name:	Relay for Life IUP – Fleming Field Airport	
Site Address:	1725 Henry Avenue	PID: 361113000011
Applicant:	American Cancer Society	
Request:	Consider the request for an IUP to host the Relay for Life at the South St. Paul Fleming Field Airport	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	May 16, 2016	
Deadline:	June 3, 2016 <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners— (none) C. Materials submitted by the applicant	

BACKGROUND

The American Cancer Society (ACS) is requesting an IUP to hold their Relay for Life event on the ramp at the South St. Paul Fleming Field Airport. The Relay for Life would be on Friday, August 5, 2016 from 4 pm through midnight and the event is expected to draw approximately 300 participants. The IUP would have a term of 3 years allowing for one Relay for Life event each year with a final expiration date of August 31, 2018. A copy of the event plan of action is attached as part of the submittals.

Subject Property Site Data	
Future Land Use Plan	Airport
Existing Land Use	Airport
Zoning	I: Industrial
Property Size	14.23 acres (619,859 square feet) - terminal parcel and ramp area
Topography	Flat

EVALUATION OF THE REQUEST

A. INTERIM USE PERMIT

Following are standards from the City's Zoning Code that apply to specifically to Interim Use Permits.

1. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) to hold the ACS Relay for Life event on the Fleming Field Airport Ramp which would run from approximately 4pm to 12am on August 5, 2016 (times and dates for 2017 and 2018 are anticipated to be similar). City Code Section 118-41, states that the City Council may grant an interim use permit for the interim use of property, if the following criteria can be met:

Interim Use Permit Criteria:

- ✓ *The use conforms to the zoning regulations.*
- ✓ *The date or event that will terminate the use can be identified with certainty.*
- ✓ *Permits for the use will not impose additional costs on the City, if it is deemed necessary for the City to take the property in the future; and.*
- ✓ *The user agrees in writing to any conditions that the City Council deems appropriate for permission of the interim use.*

City staff has determined that the proposed interim use would meet the criteria. First, the proposed use as a special event would be allowed in the Industrial zoning district and the airport has hosted several such events. Second, the use would allow for one Relay for Life event per year for each of the 3 years in the term, with a final termination date of August 31, 2018. Third, the permit would not impose additional costs should it be necessary to acquire the property, as the City already owns the property. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed application:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:

- Approval of amending the **Interim Use Permit** to hold the ACS's Relay for Life event on the Fleming Field Airport Ramp on August 5, 2016 and similar time for 2017 and 2018, subject to the following conditions:

1) **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

- | | |
|---|------------------|
| a) Application / Event Operations Plan (ACS) | dated 04/04/2016 |
| b) Event Site Map (ACS) | dated 04/04/2016 |

2) **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property.

3) **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.

4) **Applicant Responsible for Clean-up.** The applicant shall be responsible for all

clean-up activities.

- 5) **Noise.** The applicant, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers will be placed inside the building to minimize potential for noise impacts on residential properties.
- 6) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 7) **License Required for Food Vendors.** The food vendors must obtain the necessary licenses from the Minnesota Department of Health (MDH) before the applicant and/or food vendor business can begin conducting business in the city. The food vendors must also keep the MDH license in good standing.
- 8) **Term of the Interim Use Permit.** The Interim Use Permit shall allow the applicant to hold one Relay for Life event per year on the Fleming Field Airport property and the term of the Interim Use Permit shall be for three (3) years beginning on May 17, 2016 and terminating on August 31, 2018. The first Relay for Life event on the Interim Use Permit will be held on Friday, August 5, 2016 from 4 pm through 12 am. The dates and times of the proposed event for 2017 and 2018 are anticipated to be similar with final determination on the hours subject to the approval of the Airport Manager. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager.
- 9) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

- B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.

STAFF ANALYSIS

Staff has reviewed the proposal and believes that the proposed 1-day event can reasonably be administered through the IUP process. The applicant has shown that they will take measures to minimize the potential for nuisances on nearby residential properties.

STAFF RECOMMENDATION

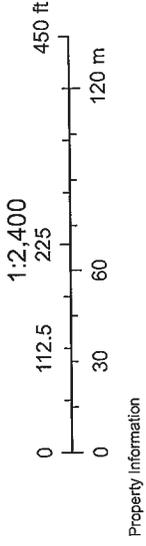
Staff recommends **approval** of the Interim Use Permit for the proposed Relay for Life event, subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

American Cancer Society Relay for Life IUP



April 29, 2016

N ↑

A.

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

A

M

C,

**Relay For Life of South St. Paul Area
Fleming Field Airport
Event Operations Plan 2016**

Herein is the Physical Operating, Public Safety, and Security Operations Plan setting forth the character, nature and location of all physical facilities and personnel relating to the Relay For Life of South St. Paul event ("Relay For Life"). Relay For Life will be taking place at Fleming Field Airport ("Airport") on Friday, August 5th to Saturday, August 6th.

Physical Operations Plan

- A. Type of Business/Activity
 - a. Relay For Life is a fundraiser event that takes place in several communities around the metro area. The event is planned and organized by a group of volunteers from South St. Paul, West St. Paul, and Inver Grove Heights. There are teams formed of community members who fundraise throughout the year and come together at Relay For Life to celebrate our cancer survivors, remember loved ones lost to the disease, and fight back against cancer.
- B. Hours of Operation, Number of Participants, and Number of Activities
 - a. Relay For Life will be held on Friday, August 5th 2016. The set up will begin at 10:00 am on Friday and will be cleaned up by 2:00 am on Saturday, August 6th. The event hours for all participants is from 4:00 pm-Midnight on Friday, August 5th.
 - b. The expected number of participants at the event will be 300 people during the event hours. Set up and take down will only consist of our Committee, which will be no more than 15 people.
 - c. This event will have approximately 5-10 planned event-wide activities throughout the duration of the event.
- C. Parking
 - a. Parking for the Relay For Life volunteers and participants is outlined in Exhibit A. The Airport parking lots will be designated for all participants.
 - b. Handicap parking will be designated for those who need closer parking.
- D. Entry and Exit Plan
 - a. All participants will be able to enter and exit the Relay For Life through the designated areas as marked in Exhibit A.
- E. Sanitary Facilities Location
 - a. We will be receiving one ADA port-a-potty and one regular port-a-potty that will be cleaned and serviced prior to the event.
 - b. The bathrooms in the Airport Main Terminal will also be accessible to participants and volunteers.
 - c. The port-a-potties will be located in the designated area on Exhibit A.
- F. Trash Receptacle Plan
 - a. A local trash company (ie Troje's or Tennis) will be providing a dumpster for the Relay For Life
 - b. The Trash Receptacles will be dropped off at the designated location outlined on Exhibit A at 10:00 am on Friday, August 5th and picking up by 11:00 am on Saturday, August 6th
- G. Security Plan
 - a. We will be having the South St. Paul Police Reserves stationed at the event near the entrance/exit.

- b. The Police Reserves will provide security, crowd control, and traffic control for all hours that the Relay For Life is taking place
- c. We will have an American Cancer Society Representative (either staff or trained volunteer) who will handle a situation as necessary.
- d. Should a scenario arise, the following outlines how the situation will be handled:

Scenario #1: No Action Needed

No noticeable disturbance by event participants, members of the community or other individuals

Scenario #2: Inappropriate activity by an individual

Individual(s) attend event. Through appearance, behavior (including language, statements or actions) or posters/brochures/other literature is disseminating political or offensive messages

Action:

1. ACS representative asks individual to stop
2. If individual does not comply, ACS representative asks again
3. If individual continues to not comply, ACS representative asks individual to leave and alert onsite security team and other authorities
4. ACS representative puts other event participants at ease as necessary

Scenario #3: Protesting

Group of individuals gathers at or near the event site protesting organization/event

Action:

1. ACS representative approaches group to gather more information and alerts authorities
2. Within the limits/rights of the permit – ask individuals to move, leave etc.
3. If group does not comply, utilize authorities to take appropriate action
4. ACS representative puts other event participants at ease as necessary

Scenario #4: Safety threat (worst case)

Call 911; describe the security/safety threat

Communication Action

1. ACS representative puts other event participants at ease as necessary

H. Evacuation Plan

- a. Should an emergency occur where participants and volunteers will need to leave early, the designated areas on Exhibit A will serve as the exit routes.

I. Insurance: Please see attached Certificate of Insurance, which meets the contracted requirements.

J. American Cancer Society Personnel: There will be an American Cancer Society personnel and/or volunteers at the event at all times. The committee will be onsite from the hours of 10:00 am on Friday, August 7 until the event is cleaned up on Saturday, August 8.

K. Responsible Party Designation: For each of the following items, we will have three point-persons in charge of each: Shelly Forester (651-455-8583), Sandi Powers (651-216-9714) and Steve Becker (763-913-5802). These three volunteers will be responsible for:

- a. Security and Crowd control

- b. Vehicle traffic control
- c. Security for non-Relay For Life hours
- d. Relay For Life event control officer
- e. Parking/Transportation
- f. Clean-up and Logistics.

In addition, the Police Reserves will assist in items (a), (b), and (d).

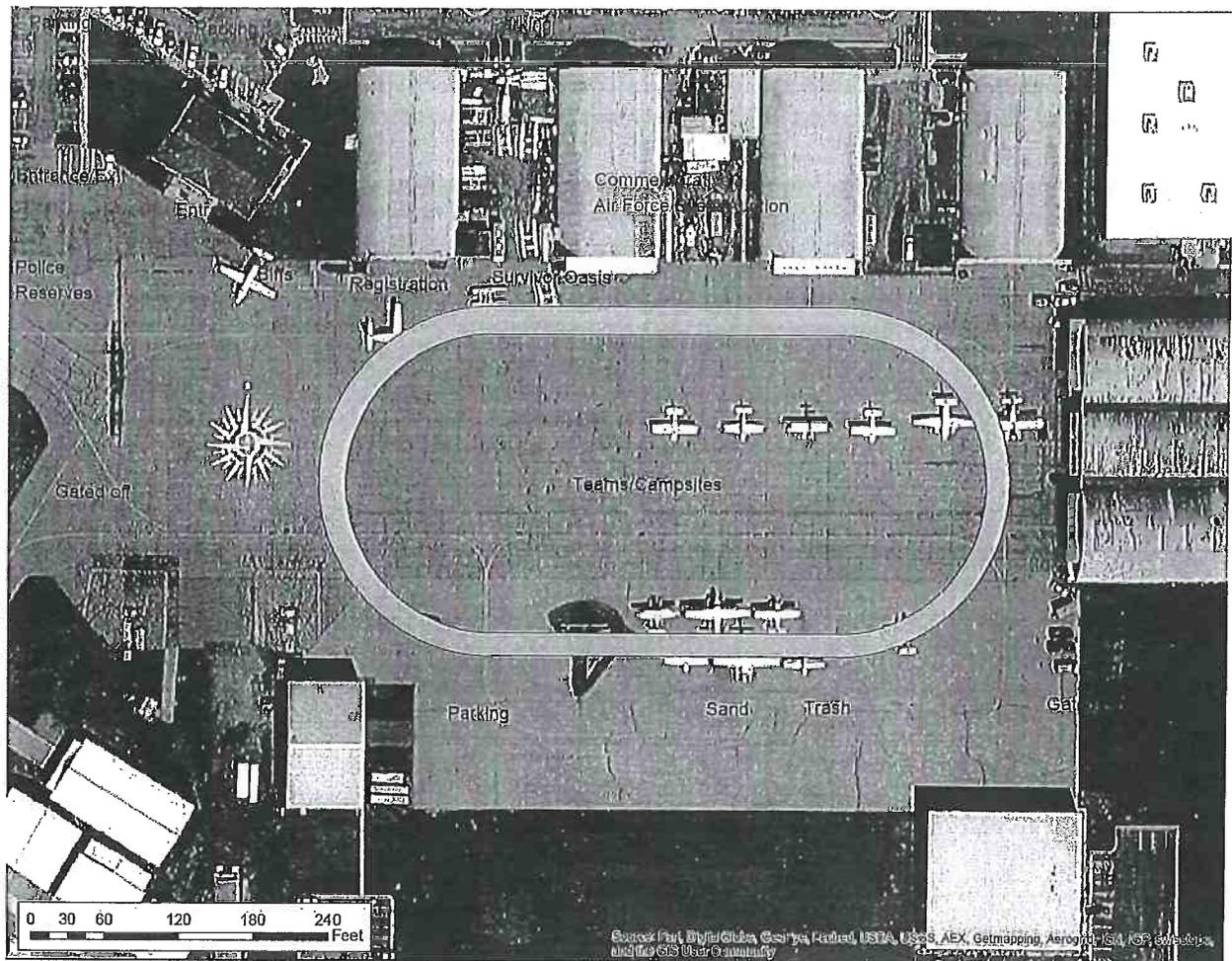
Should any issues or questions arise, please refer below for contact information:

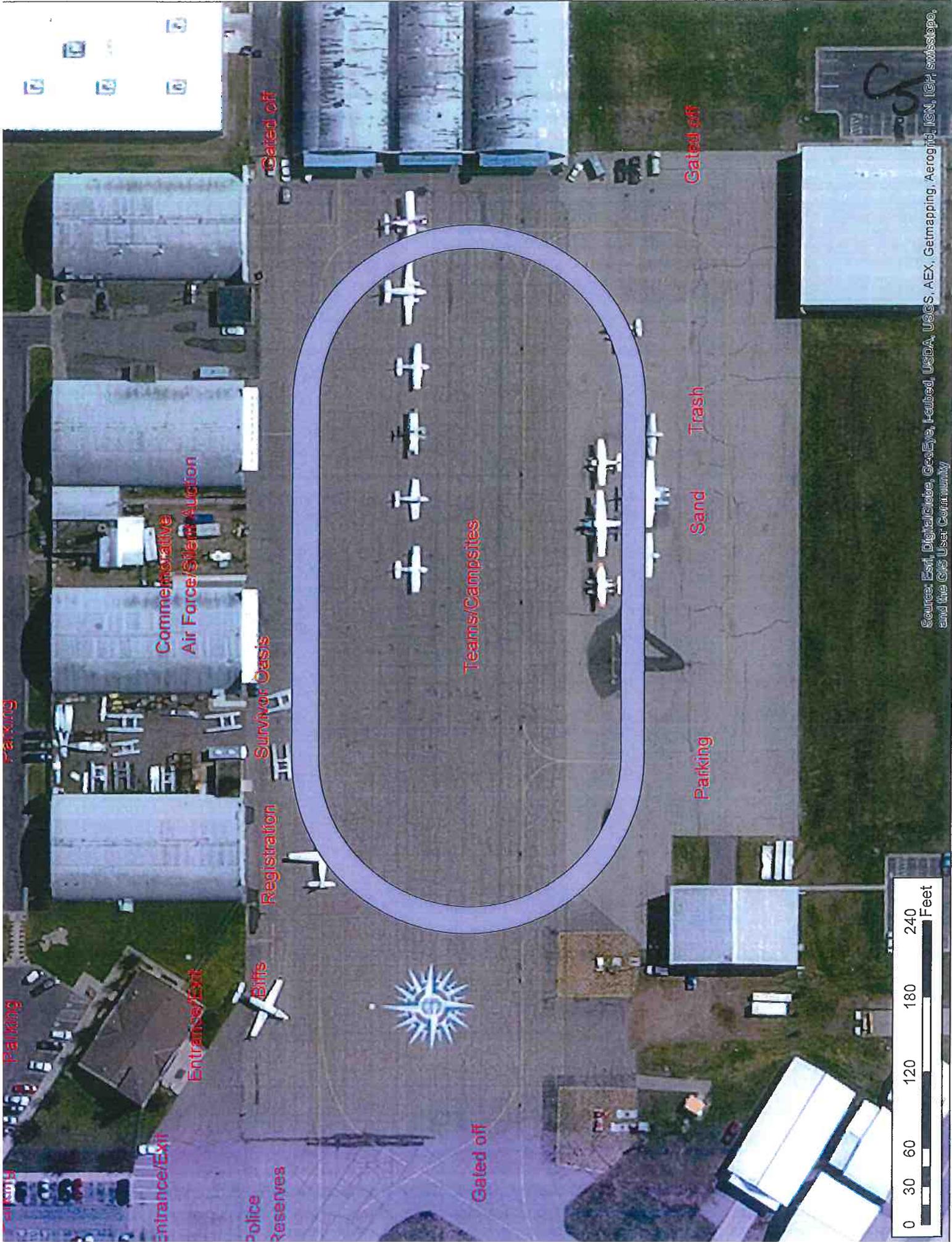
Sara Eberhardt, American Cancer Society Community Manager, 651-260-4559

Shelly Forester, Relay For Life volunteer and Lead, 651-455-8583

Steve Becker, Relay For Life volunteer and Lead, 763-913-5802

Exhibit A





Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





CITY COUNCIL AGENDA REPORT

DATE: MAY 16, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: SDVSA

10-C

AGENDA ITEM: Commemorative Air Force IUP for MadFurther Car Show Beer Garden

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-95 approving the IUP.

OVERVIEW:

The Commemorative Air Force (CAF) is requesting an amendment to their IUP to host the beer garden for the Robert Brown III Car Show to also include the MadFurther Car Show and to have the term of the IUP run for three years. The MadFurther Car Show (which does not fall under their existing IUP for two hangar dances) is on Saturday, September 17, 2016 and the beer garden would run consistent with the timelines for the Car Show (10 am - 4 pm in 2015). The CAF's IUP allows them up to two hangar dances per year but did not account for additional events on that property. The 3-year term is consistent with the IUP recently approved for the Robert Brown III Car Show. The IUP for the MadFurther Car Show would be submitted at a later date. The proposed use would primarily use the "ramp" area of the airport with the CAF hosting the beer garden portion of the events.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their May 4, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the IUP subject to conditions of approval noted in the staff report to the Planning Commission (5-0). There was no one present to comment on the application.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed IUP subject to the conditions of approval as noted in Resolution 2016-95.

60-DAY REVIEW DEADLINE: June 19, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-95

**A RESOLUTION APPROVING AN AMENDMENT TO AN INTERIM USE PERMIT TO
HOST A BEER GARDEN DURING THE MADFURTHER CAR SHOW
ON THE PROPERTY AT 310 AIRPORT ROAD**

WHEREAS, the City received an application from the Commemorative Air Force for an amendment to the Interim Use Permit to host a beer garden during the MadFurther Car Show and Robert Brown III Car Show for a 3-year term, for the property located at 310 Airport Road, and legally described as follows:

(See attached description)

WHEREAS, the Planning Commission held a public hearing on the application at their May 4, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Interim Use Permit with certain conditions of approval (5-0) at their May 4, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed Interim Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code and is consistent with the Comprehensive Plan.
3. Interim Use Permit. The proposed Interim Use Permit would amend the Interim Use Permit to host the beer garden for two events at (Robert Brown III Car Show – September 11th and MadFurther Car Show – September 17th) at the South St. Paul Fleming Field Airport through September 2018, subject to the following conditions:
 - A. **Compliance with Plans/Submittals**. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

- | | |
|---|------------------|
| 1. Application / Proposal (CAF – Robert Brown III Car Show) | dated 03/03/2016 |
| 2. Application / Proposal (CAF – MadFurther Car Show) | dated 04/20/2016 |
| 3. Event Site Map (Robert Brown III & MadFurther Car Show) | dated 03/03/2016 |

- B. **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property.
- C. **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- D. **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- E. **License Required.** The applicant must also obtain a temporary liquor license through the City.
- F. **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers and noise emitting equipment shall be directed away from residential properties.
- G. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- H. **Term of the Interim Use Permit.** The Interim Use Permit shall allow the applicant to host the beer garden for two annual car shows and the term of the Interim Use Permit shall be for three (3) years beginning on May 17, 2016 and terminating on September 30, 2018. The applicant will be allowed to host the beer garden for two car show for each of these three years on a weekend day in September with hours that run from 10 am through 4 pm. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager. The final dates for the car shows (and related beer gardens) in 2017 and 2018 are subject to the approval of the Airport Manager. The proposed interim use for the beer garden is subject to the car show event taking place. If a car show is cancelled or the IUP for that car show is terminated then the beer garden for that event must also be cancelled; it cannot be held independently.
- I. **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

Adopted this 16th day of May, 2016.

City Clerk

EXHIBIT A

Outlot A, Airport Rearrangment, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, except that part described as commencing at the Northeast corner of said Outlot A; thence North 88 degrees 58 minutes 23 seconds West, along the Northerly line of said Outlot A, a distance of 466.19 feet; thence South 01 degrees 01 minutes 37 seconds West a distance of 43.15 feet to a point in the South line of an easement for street and utility purposes granted to the City of South St. Paul in 2006 and filed for record in the office of the Dakota County Recorder as Document No. 2471687 and the point of beginning of Parcel 1 to be described; thence South 01 degrees 09 minutes 37 seconds West 211.32 feet; thence South 89 degrees 05 minutes 04 seconds East 147.55 feet; thence South 81 degrees 23 minutes 50 seconds East 79.63 feet; thence Northeasterly 30.64 feet along a tangential curve, concave to the Northwest, having a radius of 19.50 feet and a central angle of 90 degrees 02 minutes 26 seconds; thence North 08 degrees 33 minutes 43 seconds East 120.33 feet; thence Northwesterly 127.87 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet and a central angle of 97 degrees 41 minutes 20 seconds; thence North 88 degrees 46 minutes 53 seconds West, not tangent to said curve, a distance of 189.13 feet to the point of beginning.

Dakota County, Minnesota

Planning Commission Meeting Date: Wednesday, May 4, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.B
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Project Name:	Commemorative Air Force IUP – Fleming Field Airport	
Site Address:	310 Airport Road	PID: 361113000011
Applicant:	Commemorative Air Force	
Request:	Consider the request for an amended IUP to host the beer garden for the MadFurther Car Show and Robert Brown III Car Show for a term of 3 years.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	May 16, 2016	
Deadline:	June 19, 2016 <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners – (none) C. Materials submitted by the applicant	

BACKGROUND

The Commemorative Air Force (CAF) is requesting an amendment to their IUP to host the beer garden for the Robert Brown III Car Show to also include the MadFurther Car Show and to have the term of the IUP run for 3 years. The MadFurther Car Show (which does not fall under their existing IUP for 2 hangar dances) is on Saturday, September 17, 2016 and the beer garden would run consistent with the timelines for the Car Show (10 am-4pm in 2015). The CAF's IUP allows them up to 2 hangar dances per year but did not account for additional events on that property. The 3 year term is consistent with the IUP recently approved for the Robert Brown III Car Show. The IUP for the MadFurther Car Show would be submitted at a later date. The proposed use would primarily use the "ramp" area of the airport with the CAF hosting the beer garden portion of the events.

Subject Property Site Data	
Future Land Use Plan	Airport
Existing Land Use	Airport
Zoning	I: Industrial
Property Size	14.23 acres (619,859 square feet) - terminal parcel and ramp area
Topography	Flat

EVALUATION OF THE REQUEST

A. INTERIM USE PERMIT

Following are standards from the City's Zoning Code that apply to specifically to Interim Use Permits.

1. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) to host the beer garden for the car show which would run from approximately 10 am to 4 pm on September 17, 2016. City Code Section 118-41, states that the City Council may grant an interim use permit for the interim use of property, if the following criteria can be met:

Interim Use Permit Criteria:

- ✓ *The use conforms to the zoning regulations.*
- ✓ *The date or event that will terminate the use can be identified with certainty.*
- ✓ *Permits for the use will not impose additional costs on the City, if it is deemed necessary for the City to take the property in the future; and.*
- ✓ *The user agrees in writing to any conditions that the City Council deems appropriate for permission of the interim use.*

City staff has determined that the proposed interim use would meet the criteria. First, the proposed use as a special event would be allowed in the Industrial zoning district and the airport has hosted several such events. Second, the use will terminate after September 17, 2016. Third, the permit would not impose additional costs should it be necessary to acquire the property, as the City already owns the property. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed application:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:
- Approval of amending the **Interim Use Permit** to host the beer garden for two events at (Robert Brown III Car Show – September 11th and MadFurther Car Show – September 17th) at the South St. Paul Fleming Field Airport through September 2018, subject to the following conditions:
 - 1) **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

a) Application / Proposal (CAF – Robert Brown III Car Show)	dated 03/03/2016
b) Application / Proposal (CAF – MadFurther Car Show)	dated 04/20/2016
c) Event Site Map (Robert Brown III & MadFurther Car Show)	dated 03/03/2016
 - 2) **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property.

- 3) **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- 4) **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- 5) **License Required.** The applicant must also obtain a temporary liquor license through the City.
- 6) **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers and noise emitting equipment shall be directed away from residential properties.
- 7) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 8) **Term of the Interim Use Permit.** The Interim Use Permit shall allow the applicant to host the beer garden for two annual car shows and the term of the Interim Use Permit shall be for three (3) years beginning on May 17, 2016 and terminating on September 30, 2018. The applicant will be allowed to host the beer garden for two car show for each of these three years on a weekend day in September with hours that run from 10 am through 4 pm. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager. The final dates for the car shows (and related beer gardens) in 2017 and 2018 are subject to the approval of the Airport Manager. The proposed interim use for the beer garden is subject to the car show event taking place. If a car show is cancelled or the IUP for that car show is terminated then the beer garden for that event must also be cancelled; it cannot be held independently.
- 9) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.

STAFF ANALYSIS

Staff has reviewed the proposal and believes that the proposed 1-day events can reasonably be administered through the IUP process. The applicant has shown that they will take measures to minimize the potential for nuisances on nearby residential properties.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Interim Use Permit to host the beer garden in conjunction with the two car shows for the next 3 years, subject to the conditions listed in this report.

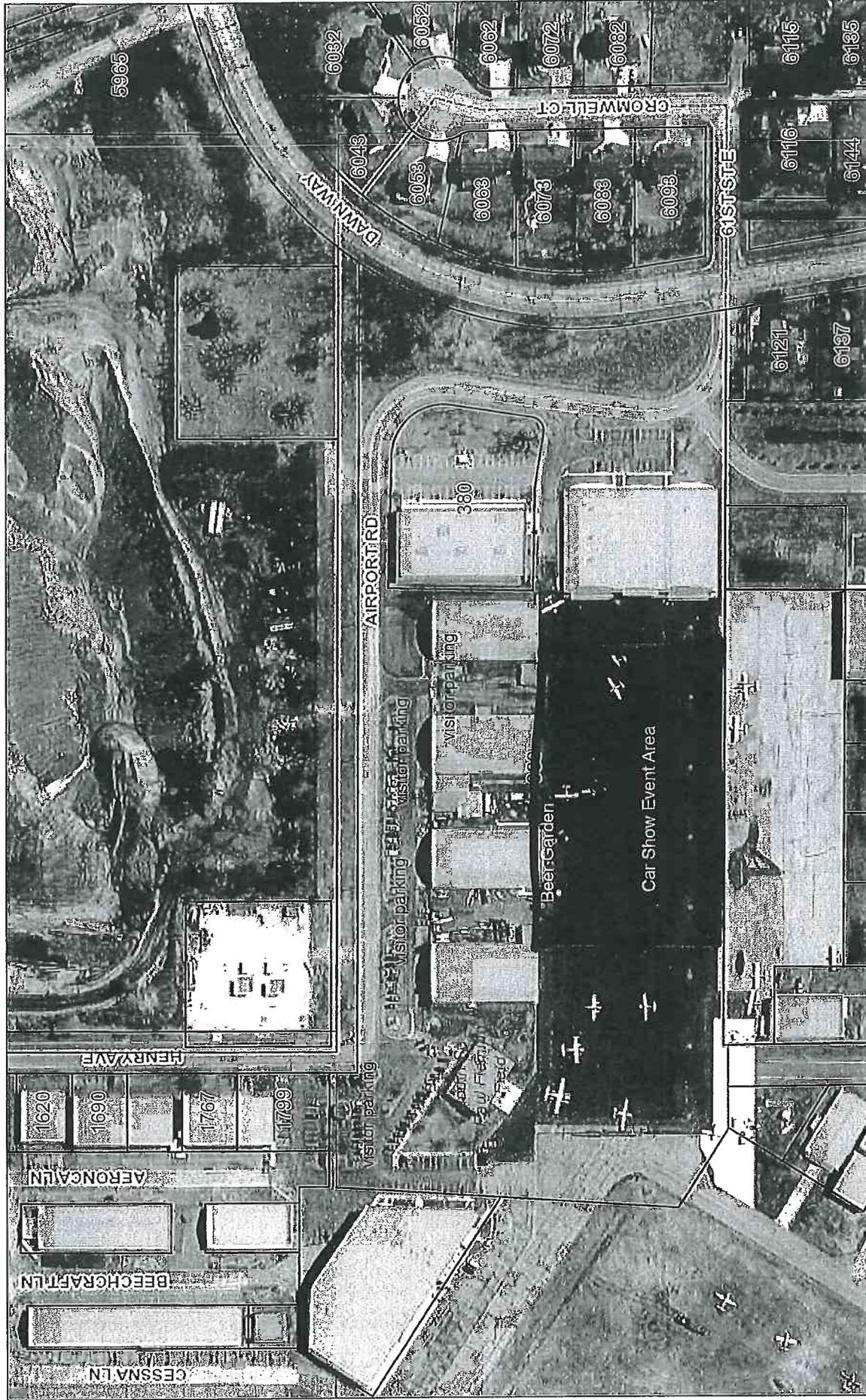
Respectfully Submitted,

Peter Hellegers

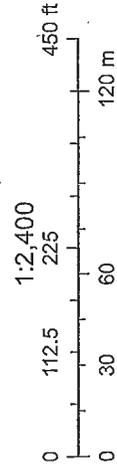
Peter Hellegers, City Planner

U:\City Planner\Planning Cases\2016\05-04-16 PC Report - CAF Beer Garden for MadFurther Car Show IUP.docx

Car Show Events / Beer Garden



April 29, 2016



Property Information

A

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

COMMEMORATIVE AIR FORCE MINNESOTA WING



310 Airport Road ☎ Hangar 3, Fleming Field ☎ South Saint Paul, MN 55075
Phone: 651-455-6942 ☎ Fax: 651-455-2160 ☎ www.cafmn.org

April 20, 2016

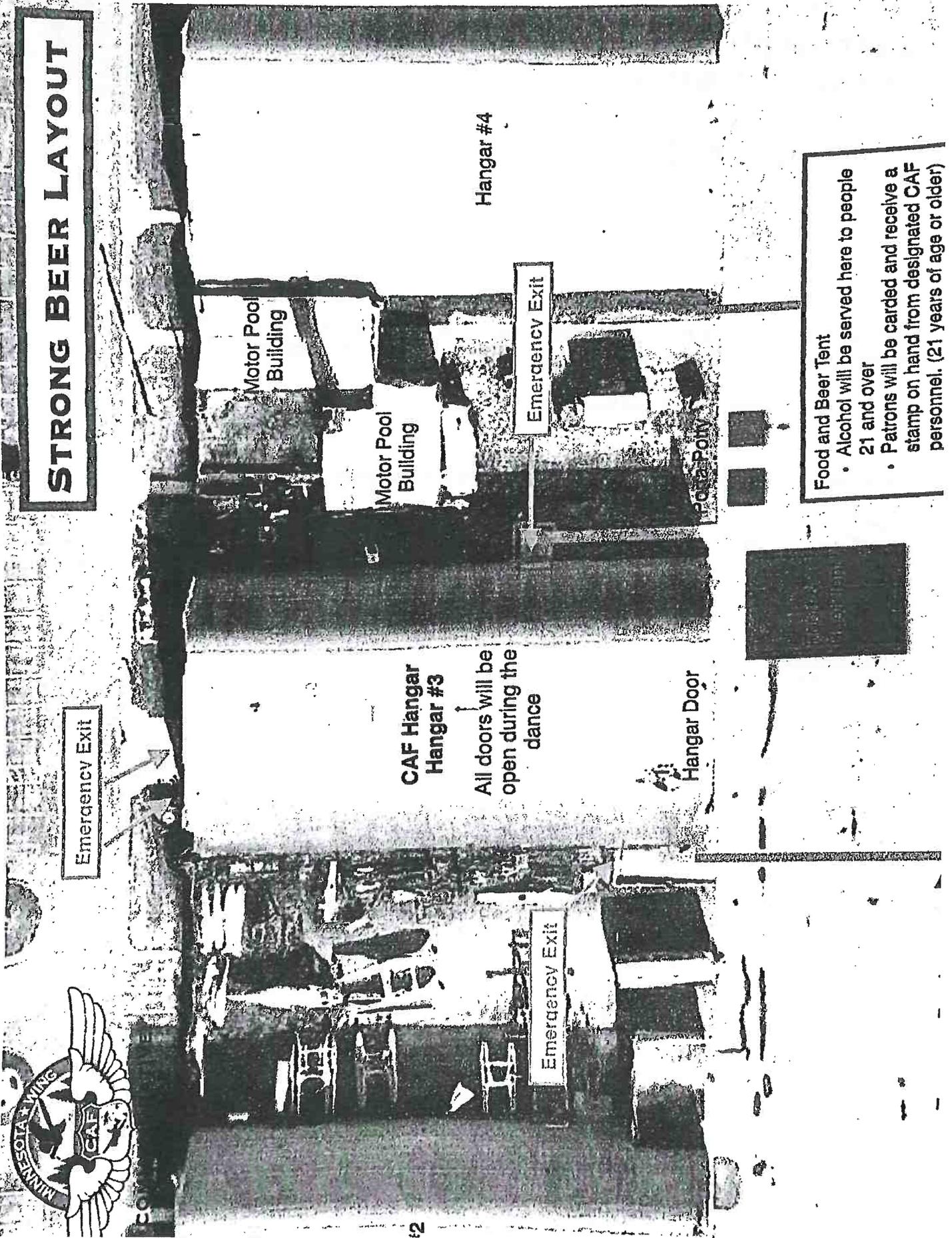
Dear Peter,

The Commemorative Air Force, Minnesota Wing would like to apply for an Interim Use Permit to host the beer garden in conjunction with the Mad Further Car show on September 17, 2016.

Please see the attached permit and beer garden layout.

Thank you for your time and let me know if you have any questions,

Amy Lauria
PIO
CAF MN Wing
www.cafmn.org
651-373-1185



Food and Beer Tent

- Alcohol will be served here to people 21 and over
- Patrons will be carded and receive a stamp on hand from designated CAF personnel. (21 years of age or older)



CITY COUNCIL AGENDA REPORT

DATE: May 16, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: SPKsa

10-D

AGENDA ITEM: Commemorative Air Force IUP to host Movie Night and Beer Garden

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-96 approving the IUP.

OVERVIEW:

The Commemorative Air Force (CAF) is requesting to hold a movie night in their facility with a Beer Garden on the adjacent airport ramp during Kaposia Days weekend. The event would be on Saturday, June 25th from 7-11 pm. The movie would be held in the building so the only part of the event that would be outdoors would be the beer garden. There would not be any bands or outdoor speakers as part of the event and parking would be kept to the parking lots north of the facility on Airport Road.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their May 4, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the IUP subject to conditions of approval noted in the staff report to the Planning Commission (5-0). There was no one present to comment on the application.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed IUP subject to the conditions of approval as noted in Resolution 2016-96.

60-DAY REVIEW DEADLINE: June 19, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-96

**A RESOLUTION APPROVING AN AMENDMENT TO AN INTERIM USE PERMIT
TO HOST A BEER GARDEN AND MOVIE NIGHT
ON THE PROPERTY AT 310 AIRPORT ROAD**

WHEREAS, the City received an application from the Commemorative Air Force for an amendment to the Interim Use Permit to host a movie night and beer garden on the property located at 310 Airport Road, and legally described as follows:

(See attached description)

WHEREAS, the Planning Commission held a public hearing on the application at their May 4, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Interim Use Permit with certain conditions of approval (5-0) at their May 4, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed Interim Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code and is consistent with the Comprehensive Plan.
3. Interim Use Permit. The proposed Interim Use Permit would amend the Interim Use Permit to host the beer garden and movie night at 310 Airport Road (the beer garden would be on the adjacent ramp at the South St. Paul Fleming Field Airport) subject to the following conditions:
 - A. **Compliance with Plans/Submittals**. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

1. Application / Proposal (CAF – Movie Night)
2. Event Site Map (CAF – Movie Night)

dated 04/20/2016
dated 04/20/2016

- B. **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property (for the beer garden).
- C. **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- D. **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- E. **License Required.** The applicant must also obtain a temporary liquor license through the City.
- F. **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers will be placed inside the building to minimize potential for noise impacts on residential properties.
- G. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- H. **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- I. **License Required for Food Vendors.** The food vendors must obtain the necessary licenses from the Minnesota Department of Health (MDH) before the applicant and/or food vendor business can begin conducting business in the city. The food vendors must also keep the MDH license in good standing.
- J. **Term of the Interim Use Permit.** The Interim Use Permit shall allow the applicant to host the beer garden for two annual car shows and the term of the Interim Use Permit shall be for three (3) years beginning on May 17, 2016 and terminating on September 30, 2018. The applicant will be allowed to host the beer garden for two car show for each of these three years on a weekend day in September with hours that run from 10 am through 4 pm. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager. The final dates for the car shows (and related beer gardens) in 2017 and 2018 are subject to the approval of the Airport Manager.
- K. **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

Adopted this 16th day of May, 2016.

EXHIBIT A

Outlot A, Airport Rearrangment, according to the plat thereof on file in the office of the County Recorder, Dakota County, Minnesota, except that part described as commencing at the Northeast corner of said Outlot A; thence North 88 degrees 58 minutes 23 seconds West, along the Northerly line of said Outlot A, a distance of 466.19 feet; thence South 01 degrees 01 minutes 37 seconds West a distance of 43.15 feet to a point in the South line of an easement for street and utility purposes granted to the City of South St. Paul in 2006 and filed for record in the office of the Dakota County Recorder as Document No. 2471687 and the point of beginning of Parcel 1 to be described; thence South 01 degrees 09 minutes 37 seconds West 211.32 feet; thence South 89 degrees 05 minutes 04 seconds East 147.55 feet; thence South 81 degrees 23 minutes 50 seconds East 79.63 feet; thence Northeasterly 30.64 feet along a tangential curve, concave to the Northwest, having a radius of 19.50 feet and a central angle of 90 degrees 02 minutes 26 seconds; thence North 08 degrees 33 minutes 43 seconds East 120.33 feet; thence Northwesterly 127.87 feet along a tangential curve, concave to the Southwest, having a radius of 75.00 feet and a central angle of 97 degrees 41 minutes 20 seconds; thence North 88 degrees 46 minutes 53 seconds West, not tangent to said curve, a distance of 189.13 feet to the point of beginning.

Dakota County, Minnesota

Planning Commission Meeting Date: Wednesday, May 4, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.C
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Project Name:	Commemorative Air Force IUP – Fleming Field Airport	
Site Address:	310 Airport Road	PID: 361113000011
Applicant:	Commemorative Air Force	
Request:	Consider the request for an IUP to host the beer garden and movie at their facility	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	May 16, 2016	
Deadline:	June 19, 2016 <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners – (none) C. Materials submitted by the applicant	

BACKGROUND

The Commemorative Air Force (CAF) is requesting the IUP to hold a movie night in their facility with a Beer Garden on the adjacent airport ramp during Kaposia Days weekend. The event would be on Saturday, June 25th from 7-11pm. The movie would be held in the building so the only part of the event that would be outdoors would be the beer garden. There would not be any bands or outdoor speakers as part of the event and parking would be kept to the parking lots north of the facility on Airport Road.

Subject Property Site Data	
Future Land Use Plan	Airport
Existing Land Use	Airport
Zoning	I: Industrial
Property Size	14.23 acres (619,859 square feet) - terminal parcel and ramp area
Topography	Flat

EVALUATION OF THE REQUEST

A. INTERIM USE PERMIT

Following are standards from the City's Zoning Code that apply to specifically to Interim Use Permits.

1. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) to host the beer garden and movie night at their facility on 310 Airport Road which would run from approximately 7pm to 11 pm on June 25, 2016. City Code Section 118-41, states that the City Council may grant an interim use permit for the interim use of property, if the following criteria can be met:

Interim Use Permit Criteria:

- ✓ *The use conforms to the zoning regulations.*
- ✓ *The date or event that will terminate the use can be identified with certainty.*
- ✓ *Permits for the use will not impose additional costs on the City, if it is deemed necessary for the City to take the property in the future; and.*
- ✓ *The user agrees in writing to any conditions that the City Council deems appropriate for permission of the interim use.*

City staff has determined that the proposed interim use would meet the criteria. First, the proposed use as a special event would be allowed in the Industrial zoning district and the airport has hosted several such events. Second, the use will terminate after June 25, 2016. Third, the permit would not impose additional costs should it be necessary to acquire the property, as the City already owns the property. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed application:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be recommended for approval:
- Approval of amending the **Interim Use Permit** to host the beer garden and movie night at their facility on 310 Airport Road (the beer garden would be on the adjacent ramp at the South St. Paul Fleming Field Airport) subject to the following conditions:
 - 1) **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

a) Application / Proposal (CAF – Movie Night)	dated 04/20/2016
b) Event Site Map (CAF – Movie Night)	dated 04/20/2016
 - 2) **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property (for the beer garden).
 - 3) **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
 - 4) **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.

- 5) **License Required.** The applicant must also obtain a temporary liquor license through the City.
- 6) **Noise.** The applicant, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers will be placed inside the building to minimize potential for noise impacts on residential properties.
- 7) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 8) **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- 9) **License Required for Food Vendors.** The food vendors must obtain the necessary licenses from the Minnesota Department of Health (MDH) before the applicant and/or food vendor business can begin conducting business in the city. The food vendors must also keep the MDH license in good standing.
- 10) **Term of the Interim Use Permit.** The Interim Use Permit shall allow the applicant to host one beer garden and movie event at their facility for Saturday, June 25, 2016. The approximate hours for the event shall be from 7 pm through 11 pm, final determination on the hours is subject to the approval of the Airport Manager. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager. The proposed interim use for the beer garden is subject to the movie event taking place. If the movie event is cancelled then the beer garden for that event must also be cancelled; it cannot be held independently.
- 11) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.

STAFF ANALYSIS

Staff has reviewed the proposal and believes that the proposed 1-day event can reasonably be administered through the IUP process. The applicant has shown that they will take measures to minimize the potential for nuisances on nearby residential properties.

STAFF RECOMMENDATION

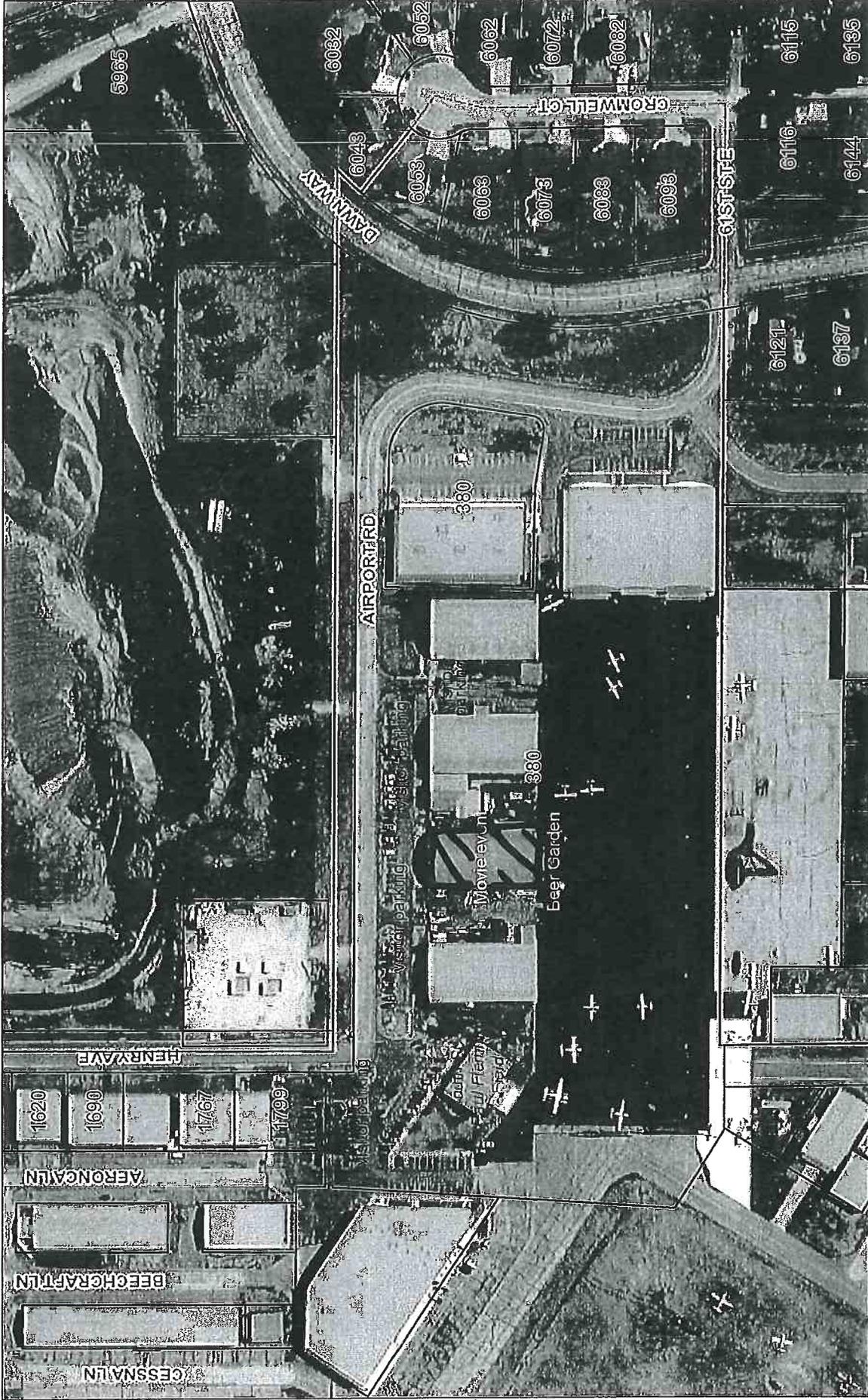
Staff recommends **approval** of the proposed movie and beer garden Interim Use Permit, subject to the conditions listed in this report.

Respectfully Submitted,

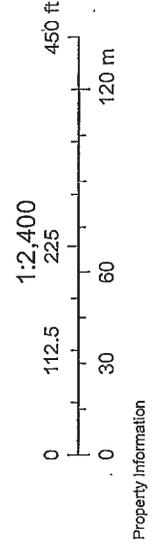
Peter Hellegers

Peter Hellegers, City Planner

Car Show Events / Beer Garden



April 29, 2016



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

C.

COMMEMORATIVE AIR FORCE MINNESOTA WING



310 Airport Road ☎ Hangar 3, Fleming Field ☎ South Saint Paul, MN 55075
Phone: 651-455-6942 ☎ Fax: 651-455-2160 ☎ www.cafmn.org

April 20, 2016

Dear Peter,

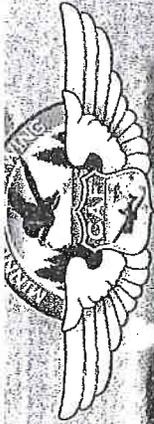
The Commemorative Air Force, Minnesota Wing would like to apply for an Interim Use Permit for a movie night to be hosted on June 25, 2016.

We have been approached by Dealer 1-2-1 out of White Bear Lake. They would like to host the movie Top Gun at our museum. The movie night will be the same weekend as Kaposia Days and we feel it could be an excellent addition to the celebration.

We will be turning in a beer permit as well.

Thank you for your time,

Amy Lauria
PIO
CAF MN Wing
www.cafmn.org
651-373-1185



STRONG BEER LAYOUT

Hangar #2

CAF Hangar
Hangar #3

All doors will be
open during the
dance

Hangar Door

Hangar #4

Motor Pool
Building

Motor Pool
Building

Emergency Exit

Porta Potty

Food &
Beer Tent

Food and Beer Tent

- Alcohol will be served here to people 21 and over
- Patrons will be carded and receive a stamp on hand from designated CAF personnel. (21 years of age or older)

Emergency Exit

Emergency Exit

Temporary Fencing

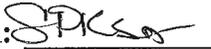
I.D. Checkpoint/Security



CITY COUNCIL AGENDA REPORT

DATE: MAY 16, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: 

10-E

AGENDA ITEM: Variances/revise plan for a new house at 521 Stewart Avenue

ACTION TO BE CONSIDERED: Adopt Resolution # 2016-97 approving a front setback variance of 16 feet, a side yard (interior) setback variance of 2 feet, a building coverage variance of 6.5 percent, and a rear yard setback variance of 5 feet for a proposed single-family home at 521 Stewart Avenue.

OVERVIEW:

The applicant is requesting that a revised plan for a house be allowed as it is within the same area as approved in the previous variances (the resolution for approval of the variance is linked to the previously approved plans). The proposed variances for the property include a 16-foot front setback variance, a side yard (interior) setback variance of 2 feet, a 6.5 percent building coverage variance, and a rear setback variance of 5 feet.

The property at 521 Stewart Avenue is an irregularly shaped lot located at the Southwest corner of Congress Street and Stewart Avenue. The property has been vacant since acquisition by the HRA for the Rediscover South St. Paul program in 2009 and subsequent demolition of the apartment building. Prior to HRA acquisition the property had a 5-unit apartment building that was built very close to the Congress Street and Stewart Avenue sides of the property. In addition to being a non-conforming use in the R-2 district the property the apartment building was also the source of a number of code enforcement violations. The Rediscover South St. Paul is a new home construction program through which the City's Community Development Department / Housing Division (formerly HRA) acquires undervalued properties and clears them for redevelopment as new single family homes. The new homes need to comply with design standards which include enhanced architectural features on the front and street facing side of the home. The Rediscover Program has led to the creation of over 100 new homes in South St. Paul since 1990.

In December of 2013 the applicant received approval for a 21-foot front setback variance and a 6.5 percent building coverage variance to allow construction of a new single family home on the property. The 2013 variances expired as construction did not proceed within the required one year following the variance approval. On September 21, 2015 the applicant received approval for the same variances as originally approved in 2013.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on the proposed variances at their meeting on May 4, 2016 and after conclusion of the public hearing recommended approval of the variances listed in the staff report with an amendment to include a 5-foot rear setback variance; recommendation was subject to certain conditions as specified in the staff report (5-0). Staff recommended that the Planning Commission consider the addition of the rear yard variance as it would allow the home to be set back a little further from the front property line while still

providing a more than adequate rear setback for the building. The previous plan had a setback of just 3.7 feet to the closest point of the house where a covered porch would be located the wall of the house would have been setback 10 feet from the property line. The current plan has a front setback of 8 feet from the closest point of the house. The northern setback of the property remains mostly consistent with the previous plan using a 13 foot setback for the house (11 feet where the garage is bumped out) where only a 9 foot setback would be required. The additional setback on that street side helps to shift the house away from the corner at the intersection of Stewart and Congress. There was no one present at the public hearing to comment on the application other than the applicant.

Commissioners asked if the property would need another variance if the future property owner was going to build a deck since this property would require a lot coverage variance. The proposed footprint of the house is actually a little smaller than the previous layout so there would be slightly less building coverage. Therefore by keeping the lot coverage variance of 6.5 percent it would allow a property owner to build a shed of up to 180 square feet without the need for a variance.

STAFF RECOMMENDATION:

Staff recommends approval of the variances subject to the conditions as stated in Resolution 2016-97.

60-DAY REVIEW DEADLINE: June 18, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-97

A RESOLUTION APPROVING A 16-FOOT FRONT SETBACK VARIANCE, 5-FOOT REAR SETBACK VARIANCE AND A VARIANCE FOR LOT COVERAGE BY BUILDING FOR THE PROPERTY AT 521 STEWART AVENUE

WHEREAS, the City received an application from J. K. Anderson Builders, Inc. for a 16-foot front setback variance, 2-foot side yard (interior) setback variance, 5-foot rear setback variance and a variance of 6.5 percent for the amount of lot coverage by building, for the property located at 521 Stewart Avenue and legally described as follows:

Lot 14, Block 20, SOUTH PARK DIVISION NO. 10

WHEREAS, the on September 21, 2015 the City Council approved a 21-foot front setback variance and a variance of 6.5 percent for lot coverage by building for a new single family home to occupy the site; and

WHEREAS, the Planning Commission held a public hearing on the current application preceded by notice as required by law at their May 4, 2016 meeting and at the conclusion of the hearing recommend approval of the Variances (5-0); and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed Variances will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, that the request is in harmony with the purpose and intent of the ordinance, the terms were consistent with the Comprehensive Plan, the property owner proposed to utilize the property in a reasonable manner, the plight of the property owner is due to circumstances unique to the property, and that the variance would not alter the essential character of the neighborhood.
3. Variances. The proposed a 16-foot front setback variance, 2-foot side yard (interior) setback variance, 5-foot rear setback variance, and variance of 6.5 percent for the amount of lot coverage by building for construction of a single family home on the property at 521

Stewart Avenue is hereby granted subject to the following conditions:

A. **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

- | | |
|--|-------------------------|
| i. Application/Narrative (JK Anderson Builders) | dated 07/31/2015 |
| ii. Revised Application/Narrative (JK Anderson Builders) | dated 04/19/2016 |
| iii. Site Survey (Lot Surveys Company) | dated 10/25/2013 |
| iv. House Plans / Elevations (JK Anderson Builders/Telluride) | dated 05/11/2016 |
| v. Site Plan (JK Anderson Builders) | dated 05/04/2016 |

B. **Rescinding Previous Approvals.** The previously approved variances approved through Resolution 2015-148 and 2013-213 are hereby rescinded.

C. **Building Permits Required.** Building Permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.

D. **Updated Site Survey.** An updated site survey showing the proposed site plan for the house will need to be submitted at the time of building permit application.

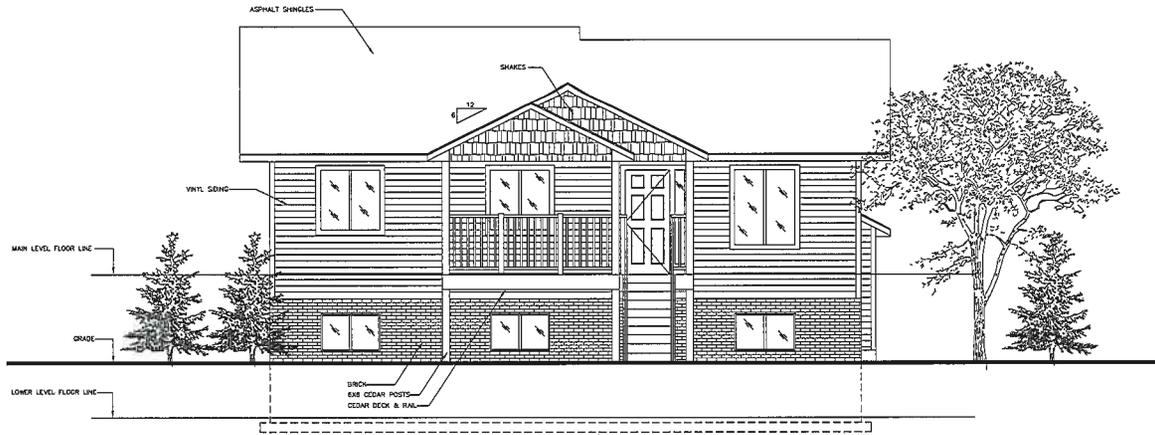
E. **Consistency with Rediscover SSP Program Standards.** As the home site was a City (HRA) owned home site administered through the Rediscover South St. Paul program the plans must be consistent with Rediscover South St. Paul Architectural and Site Development standards subject to the review and approval of the City Planner/Planning Manager, and Housing Division Manager.

F. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.

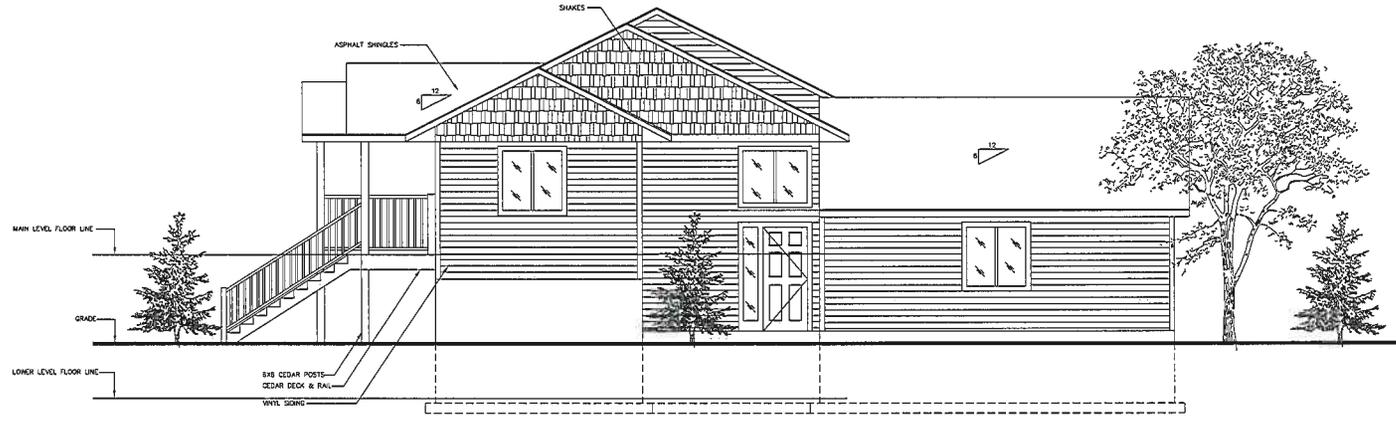
G. **Termination of the Variance.** The variance will terminate if improvements have not substantially begun within 1-year from the date of approval. The violation of any condition of approval for the Variance shall terminate the Variance. The property must be continually operated for use specified in the Variance to remain valid. If the property is not used for the use listed in this Variance for a period of 1-year then the Variance shall terminate.

Adopted this 16th day of May, 2016.

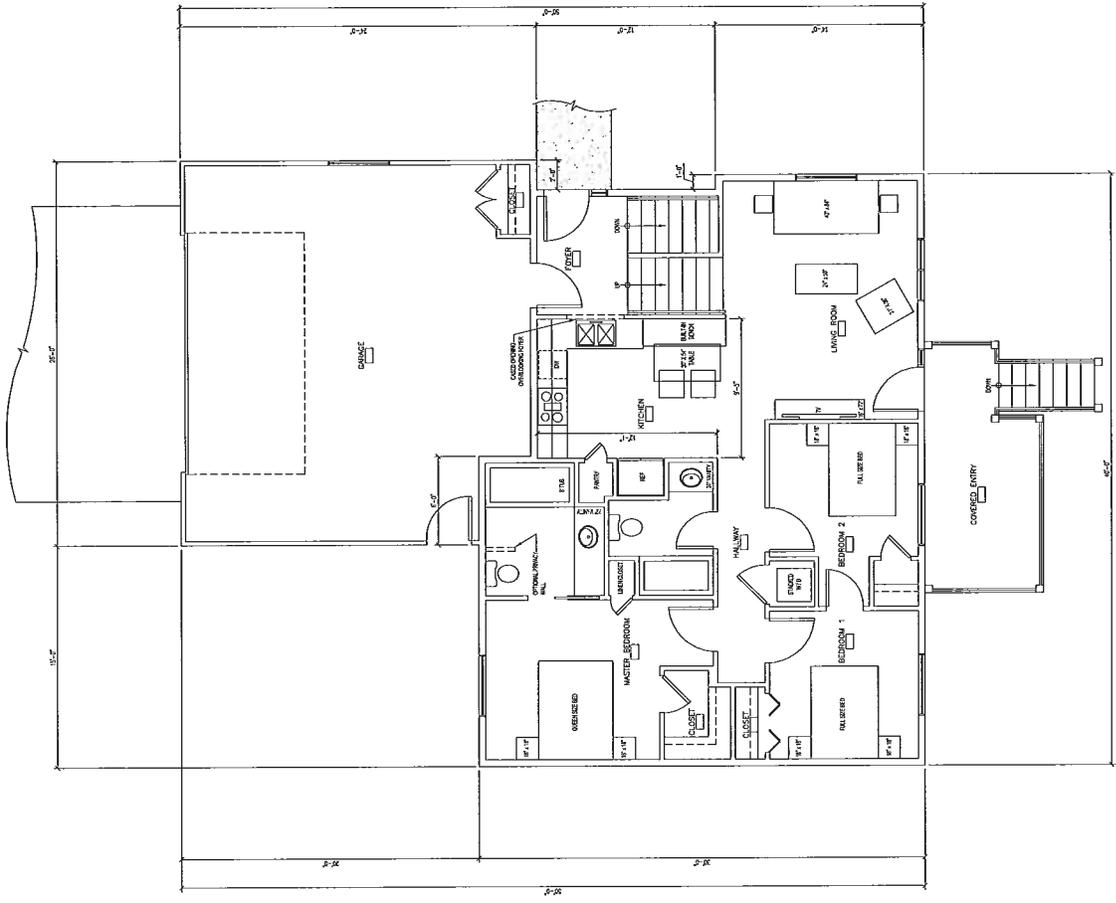
City Clerk



1 PROPOSED STEWART AVENUE ELEVATION
SCALE: 1/4" = 1'-0"



2 PROPOSED CONGRESS STREET ELEVATION
SCALE: 1/4" = 1'-0"



1 PROPOSED MAIN LEVEL FLOOR PLAN - OPTION B
A1 SCALE: 1/4" = 1'-0"

22

The Gregory Group, Inc.

d.b.a.

LOT SURVEYS COMPANY

Established in 1962

LAND SURVEYORS

REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA

7601 73rd Avenue North
Minneapolis, Minnesota 55428

(763) 560-3093
Fax No. 560-3522

Surveyors Certificate

J.K. ANDERSON

Property located in Section
22, Township 28, Range 22,
Dakota County, Minnesota

Property Address: 521 Stewart Avenue South
St. Paul, MN

Benchmark: TNH at the intersection of Congress
Street & Stewart Avenue
Elevation = 827.16 feet

INVOICE NO. 82070

F.B.NO. 1067-70

SCALE: 1" = 20'

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- ☐ Denotes Wood Hub Set for excavation only
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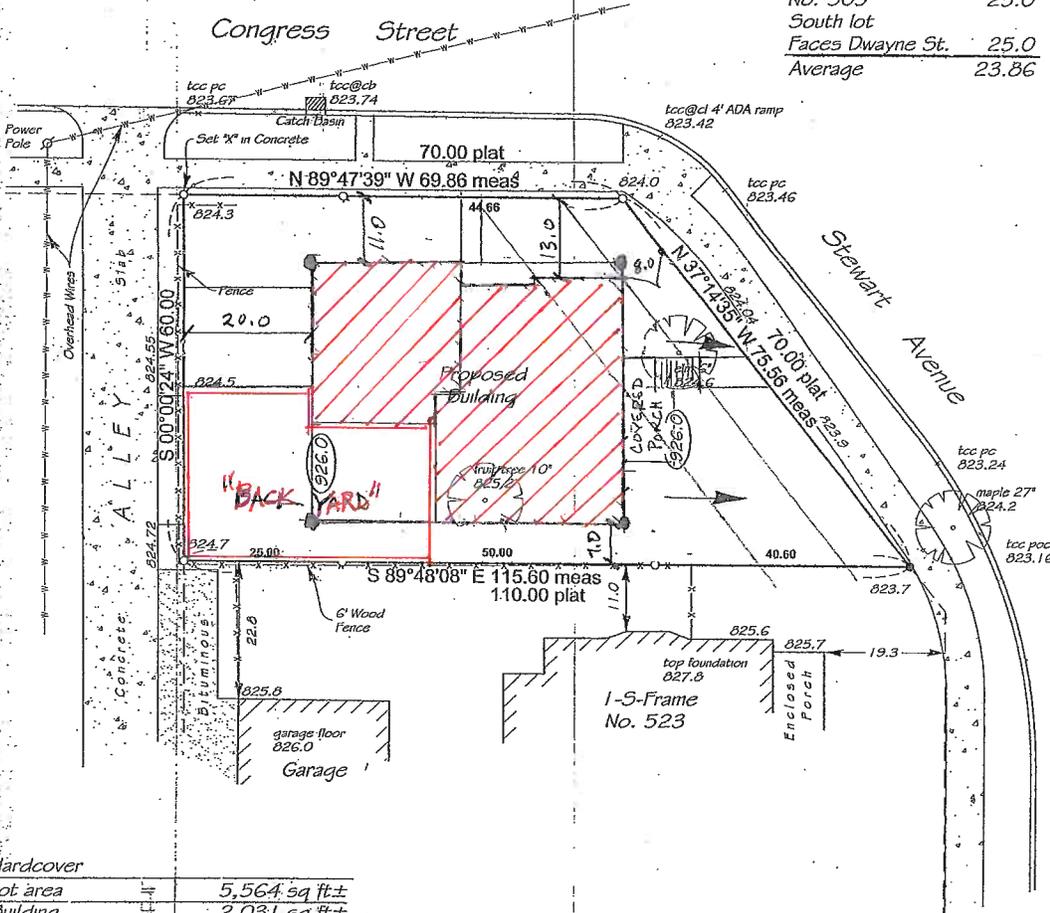
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926.3	Proposed Lowest Floor (house)
	Type of Building
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Existing Front Setbacks

No. 523	19.3
No. 517	25.0
No. 511	25.0
No. 505	25.0
South lot	
Faces Dwayne St.	25.0
Average	23.86



Hardcover	
Lot area	5,564 sq ft±
Building	2,031 sq ft±
Total	2,031 sq ft±
Percentage	36.5%

The only easements shown are from plats of record or information provided by client.

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota
Surveyed this 25th day of October 2013.

Lot 14, Block 20, SOUTH PARK DIVISION No. 10
Dakota County, Minnesota

Drawn By	J. Munson
File Name	sp10-14-20fb106770inv82070.dwg

Signed 
Gregory R. Frasch, Minn. Reg. No. 24992

Planning Commission Meeting Date: Wednesday, May 4, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.D
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Project Name:	521 Stewart Ave. Variance	
Site Address:	521 Stewart Avenue	PID: 367020920140
Applicant(s):	J.K. Anderson Builders, Inc.	
Request:	Consider the request for a 21-foot front setback variance and variance for lot coverage to allow for the construction of a single family home on the property.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	May 16, 2016	
Deadline:	June 18, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners - <i>(none)</i> C. Materials submitted by the applicant	

REQUEST

The applicant is requesting that the revised plan be allowed as it is within the same area as approved in the previous variances (the resolution for approval of the variance is linked to the previously approved plans).

BACKGROUND

The property at 521 Stewart Avenue is an irregularly shaped lot located at the Southwest corner of Congress Street and Stewart Avenue. The property was formerly the site of a 5-unit apartment building that was located up to the north property line and was also close to the front property line. In addition to being a non-conforming use in the R-2 district the property also had a number of code enforcement issues. The property has been vacant since the HRA acquired the property in 2009 and demolished the building shortly thereafter.

In December of 2013 the applicant received approval for a 21-foot front setback variance and a 6.5 percent building coverage variance to allow construction of a new single family home on the property. The new home is required to be built to be consistent with the standards of the HRA's

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Rediscover South St. Paul program. The Rediscover South St. Paul is a new home construction program through which the City's Community Development Department / Housing Division (formerly HRA) acquires undervalued properties and clears them for redevelopment as new single family homes. The new homes need to comply with design standards which include enhanced architectural features on the front and street facing side of the home. The Rediscover Program has led to the creation of over 100 new homes in South St. Paul since 1990.

The 2013 variances expired as construction did not proceed within the required one year following the variance approval. On September 21, 2015 the applicant received approval for the same variances as originally approved in 2013.

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Low Density Residential	R-2: Single and Two Family Residential	Detached Single Family Residential
South	Low Density Residential	R-2: Single and Two Family Residential	Detached Single Family Residential
East	Low Density Residential	R-2: Single and Two Family Residential	Detached Single Family Residential
West	Low Density Residential	R-2: Single and Two Family Residential	Detached Single Family Residential
Subject Property Site Data			
Future Land Use Plan	Detached Single Family Residential		
Existing Land Use	Vacant		
Zoning	R-2: Single and Two Family Residential		
Property Size	.13 acres (5,564 square feet)		
Topography	Relatively flat		

ZONING SUMMARY:

Bulk Requirements	Required	Proposed (existing)
Lot area	*9,000 s.f. <i>(existing lots platted prior to 1967 and larger than 4,500 s.f. are considered buildable)</i>	5,564 s.f.
Lot width	75 ft.	60-70 ft.
Lot Coverage	30 % max	36.5 % (needs variance)
Setbacks:		
Front yard	Block Average (23.86 feet)	3 feet (needs variance)
Side yards	Street side: 9 ft. min. Interior: 5 ft. min.	Street side: 9 ft. Interior 5 ft.
Rear yard	25 ft. min.	25 ft.
Site Design	Required	Proposed
Parking Standards: - 2 per dwelling unit	N/A	N/A
Landscape Standards:		N/A
Landscape lot area	N/A	N/A

Other Critical Zoning Items	
Floodplain	No
Shoreland	No
MNRRRA	No
Utility easements	No

EVALUATION OF THE REQUEST

A. VARIANCE

Following are standards from the City's Zoning Code that apply to specifically to the application.

1. Zoning

The zoning for the property is R-2: Single and Two Family Residential. The proposed house would be a story and a half structure that would meet both of the side and rear minimum setback. Due to the odd shape of the property, the buildable area of the lot is only about 20 feet in depth at the northern side of the property and is approximate 55 feet in depth at the southern end of the property. The block average for the front setback would be 23.86 feet while the proposed house would be as close as 3 feet as measured from the closest point of the house to the front property line. Additionally due to the irregular shape of the lot the buildable area of the lot is only approximately 1,665 square feet whereas a typical rectangular shaped lot of similar size would allow approximately 2,320 square feet of buildable area on the property.

2. Correspondence from Neighboring Property Owners (none)

3. Variance Findings

In variance cases the City is required to make findings in regard to practical difficulties as used in connection with the granting of a variance as defined by State Statute 462.357, subd. 6 and in City Code Section 118-39. The City must make the following findings in considering approval of a variance:

- a. *The variance is in harmony with the general purpose and intent of the ordinance*
- b. *The terms of the variance are consistent with the Comprehensive Plan, and*
- c. *The applicant for the variance establishes that there are practical difficulties in complying with the ordinance. (Economic considerations alone do not constitute practical difficulties). Practical difficulties as used in connection with the granting of a variance means that:*

- i. *The property owner proposes to utilize the property in a reasonable manner.*
- ii. *The plight of the property owner is due to circumstances unique to the property that were not created by the property owner, and*
- iii. *The variance will not alter the essential character of the neighborhood.*

ALTERNATIVES

The Planning Commission has the following actions available on the proposed application:

- A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Variance findings (see p.3-4 of this report), then staff would recommend the following conditions for a *recommendation* for approval:
- Approval of the 21 foot front setback **Variance** and 6.5 % building coverage variance for the property located at 521 Stewart Avenue, subject to the following findings and conditions:

Findings:

The Planning Commission has reviewed the proposal and determined that the use conforms to the general purpose of the Zoning Code and should not substantially diminish or impair property values, will not impede the normal and orderly development of property in the neighborhood, has access to adequate utilities, and there is adequate ingress and egress for the property.

Furthermore, there are practical difficulties in complying with the ordinance due to the irregular shape of the property, which necessitates variances for typical development, and additionally that the irregular shape causes a significant loss in buildable area relative to similarly sized properties which are regularly shaped. The property owner proposes to utilize the property in a reasonable manner and the plight of the property owner is due to the unique circumstances of the property shape which was not caused by the property owner. The proposed use and building would not alter the essential nature of the neighborhood.

Conditions of Approval:

- 1) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

- a) **Application/Narrative (JK Anderson Builders)** dated 07/31/2015
- b) **Amended Application/Narrative (JK Anderson Builders)** dated 04/18/2016
- c) **Site Survey (Lot Surveys Company)** dated 10/25/2013
- d) ~~House Plans / Elevations (JK Anderson Builders)~~ dated 11/21/2013
- e) **House Plans / Elevations (JK Anderson Builders)** dated 04/18/2016

- 2) **Consistency with Rediscover SSP Program Standards.** As the home site was a City (HRA) owned home site administered through the Rediscover South St. Paul program the plans must be consistent with Rediscover South St. Paul Architectural and Site Development standards subject to the review and approval of the City Planner/Planning Manager, and Housing Division Manager.
- 3) **Building Permits Required.** Building Permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- 4) **Updated Site Survey.** An updated site survey showing the proposed site plan for the house will need to be submitted at the time of building permit application.
- 5) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 6) **Recording of the Variance.** The applicant shall have the Variance recorded at the Office of the Dakota County Recorder and shall provide the City with a copy of the recorded Variance.
- 7) **Termination of the Variance.** The variance will terminate if improvements have not substantially begun within 1-year from the date of approval of the variance. The violation of any condition of approval for the variance shall terminate the variance. The property must be continually operated for use specified in the Variance to remain valid. If the property is not used for the use listed in this Variance for a period of 1-year then the Variance shall terminate.

B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.

- Denial of the 21 foot front setback **Variance** and 6.5% building coverage Variance for the property located at 521 Stewart Avenue, for the following reasons:

1. _____

STAFF ANALYSIS

The variances would allow for a single family home to be developed in a single and two family zoning district. Additionally, due to the shape of the lot, the variances would be encountered even if the shape or orientation of the house was rearranged.

STAFF RECOMMENDATION

Staff recommends **approval** of the front setback and lot coverage variances for the property located at 521 Stewart Avenue, subject to the conditions listed in this report.

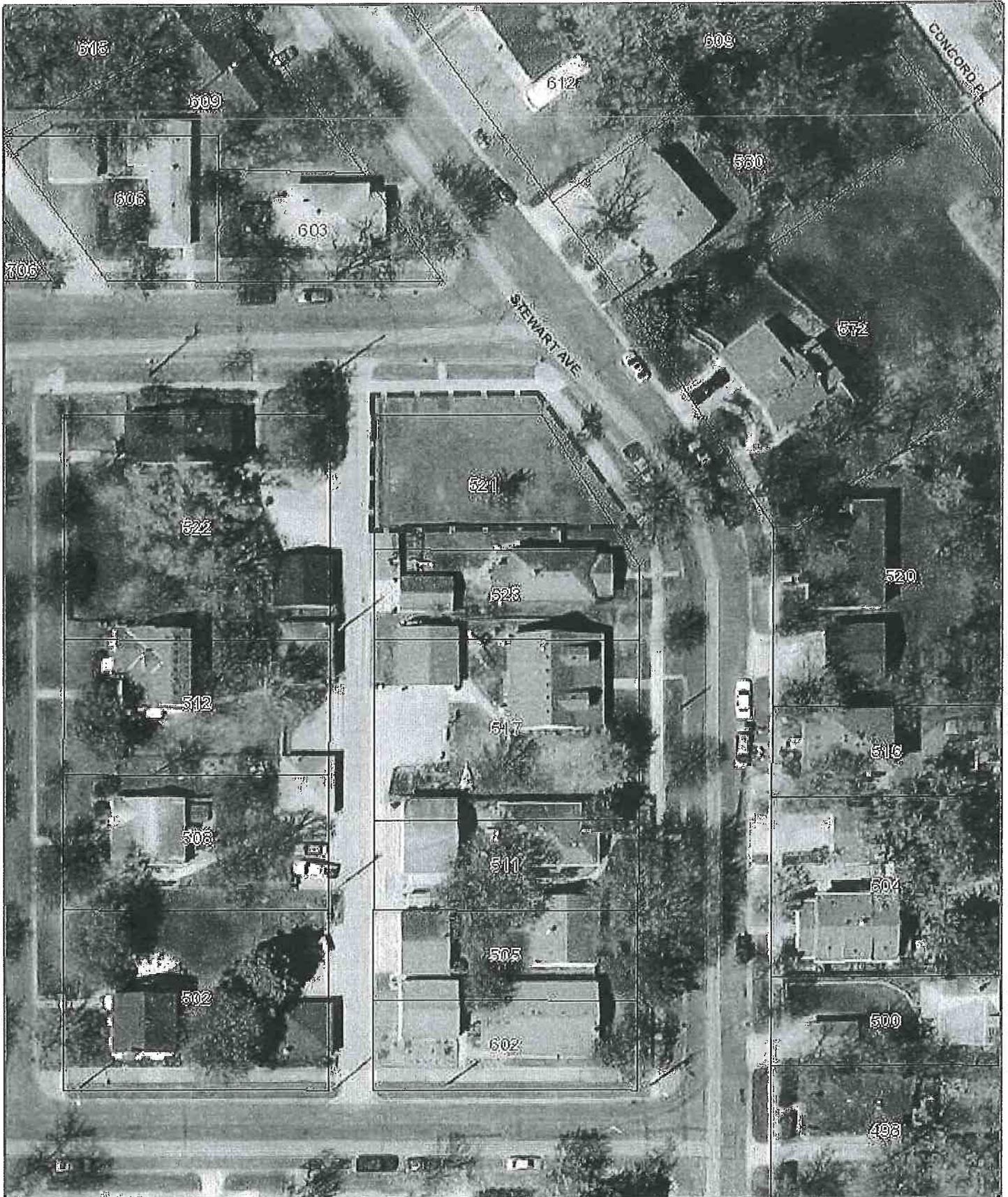
Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

A.

521 Stewart Ave.



Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification. Dakota County assumes no legal responsibility for the information contained in this data.

Map Scale
1 inch = 59 feet
8/21/2015

12

Survey for previously approved plan

The Gregory Group, Inc.
d.b.a.

LOT SURVEYS COMPANY

Established in 1962

LAND SURVEYORS

REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA

7601 73rd Avenue North
Minneapolis, Minnesota 55428

(763) 560-3093
Fax No. 560-3522

Surveyors Certificate

J.K. ANDERSON

Property located in Section
22, Township 28, Range 22,
Dakota County, Minnesota

Basis for
bearings is
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INVOICE NO. 82070

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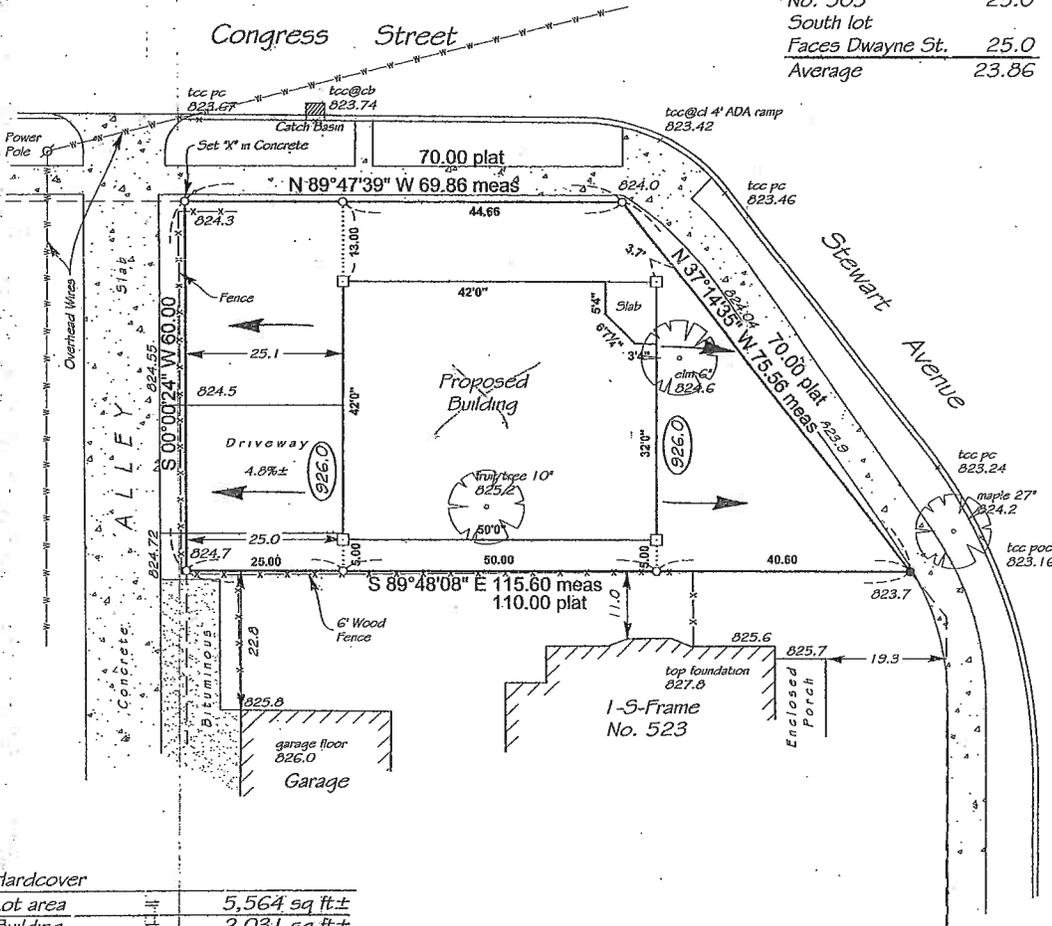
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Lot 14, Block 20, SOUTH PARK DIVISION No. 10
Dakota County, Minnesota

Rev	Drawn By	J. Munson
	File Name	sp10-14-20fb106770inv82070.dwg

Signed *Gregory R. Prash*
Gregory R. Prash, Minn. Reg. No. 24982

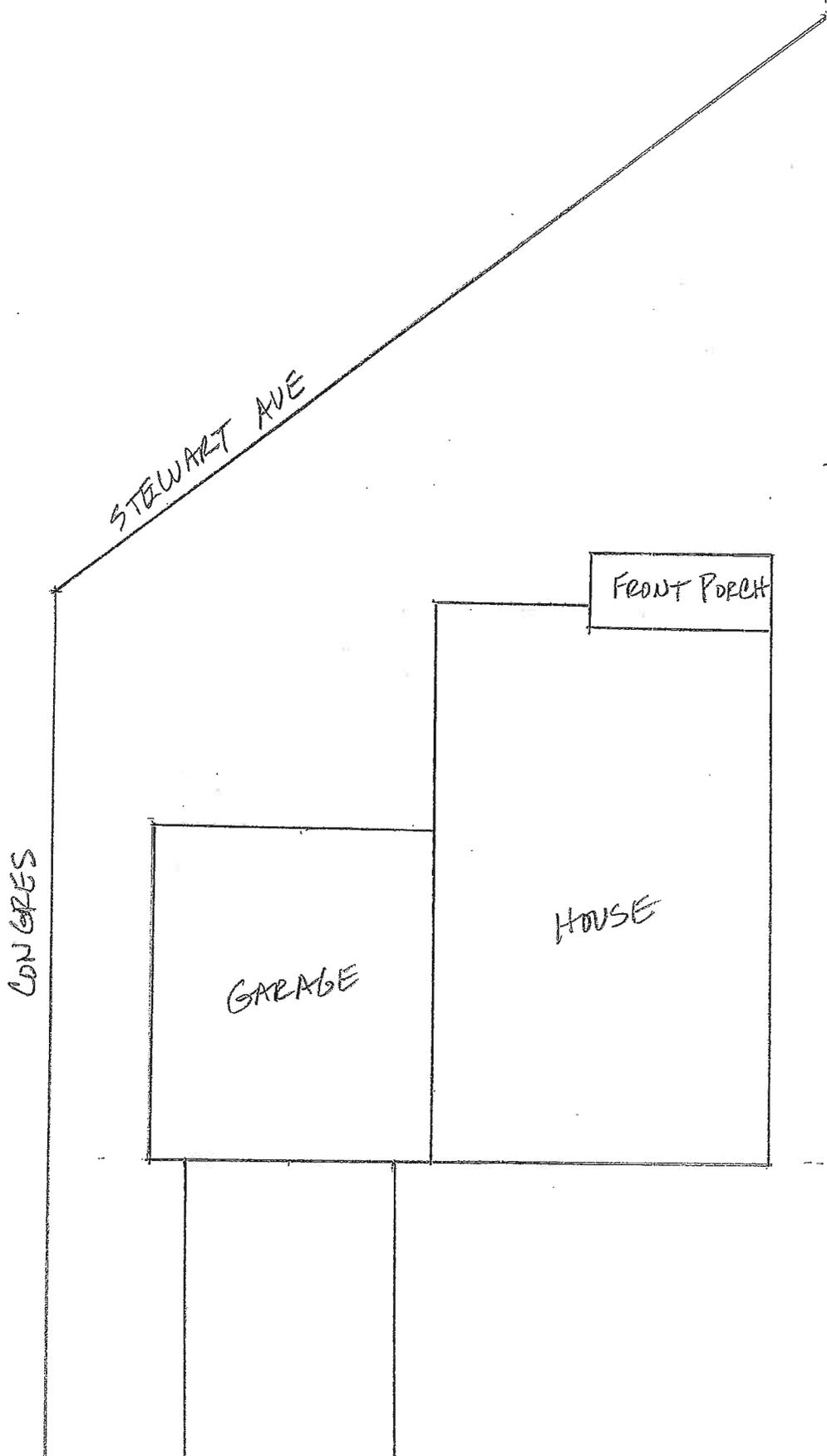
JON ANDERSON

C,
4-19-2016

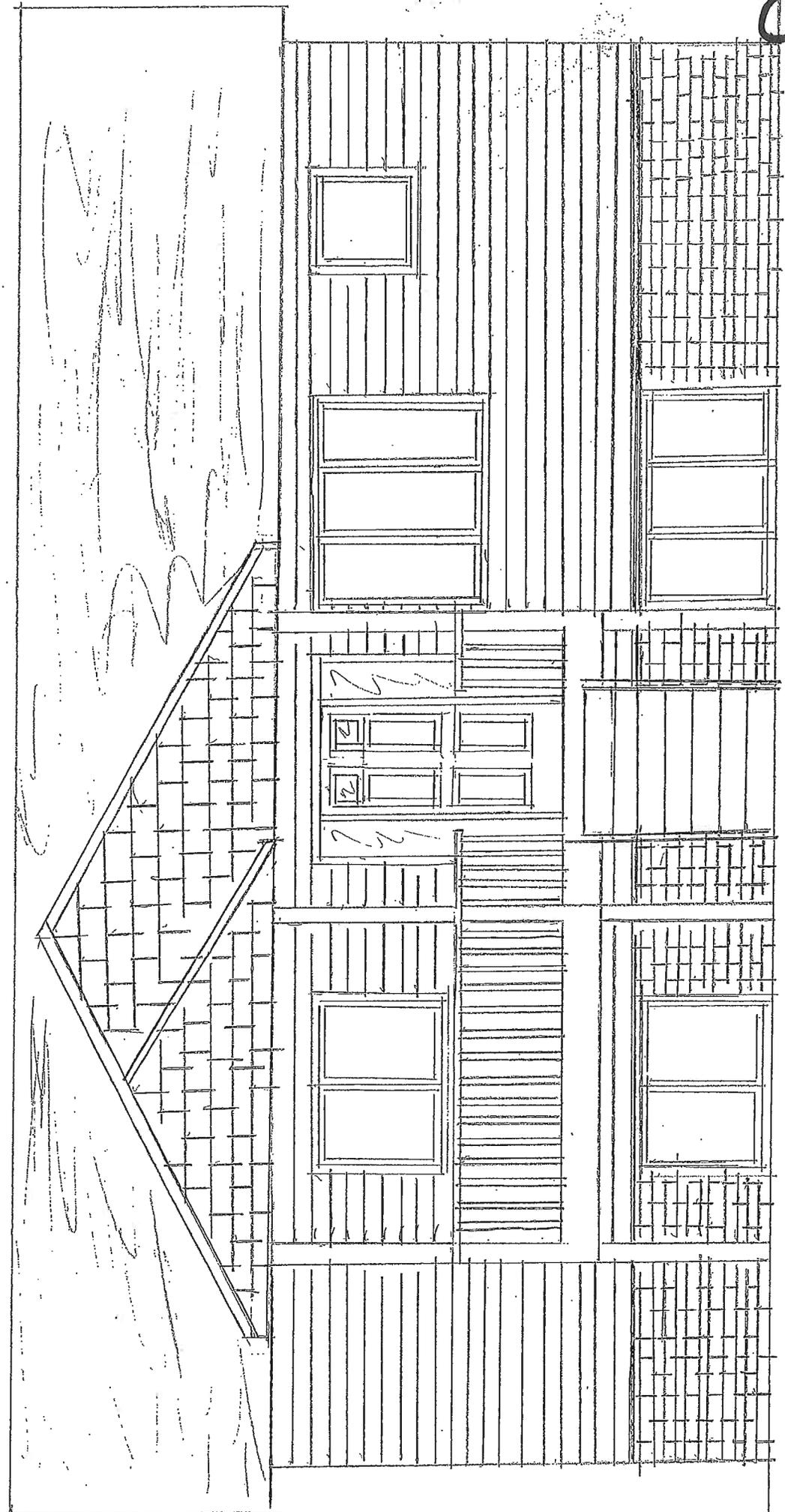
I WANT TO BUILD A SINGLE
FAMILY HOME ON 521 STEWART AV.
I DID GET A VARIANCE TO BUILD
A HOME ON THIS SITE IN SEPT.
I NOW HAVE A DIFFERENT PLAN
WHICH WILL STAY WITHIN THE
BUILDING LINES OF MY VARIANCE
I AM PROPOSING TO FACE THE FRONT
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PORCH ON THE FRONT AS SHOWN ON
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I HAVE A BIGGER BACKYARD FOR
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Jon Anderson

2
-2

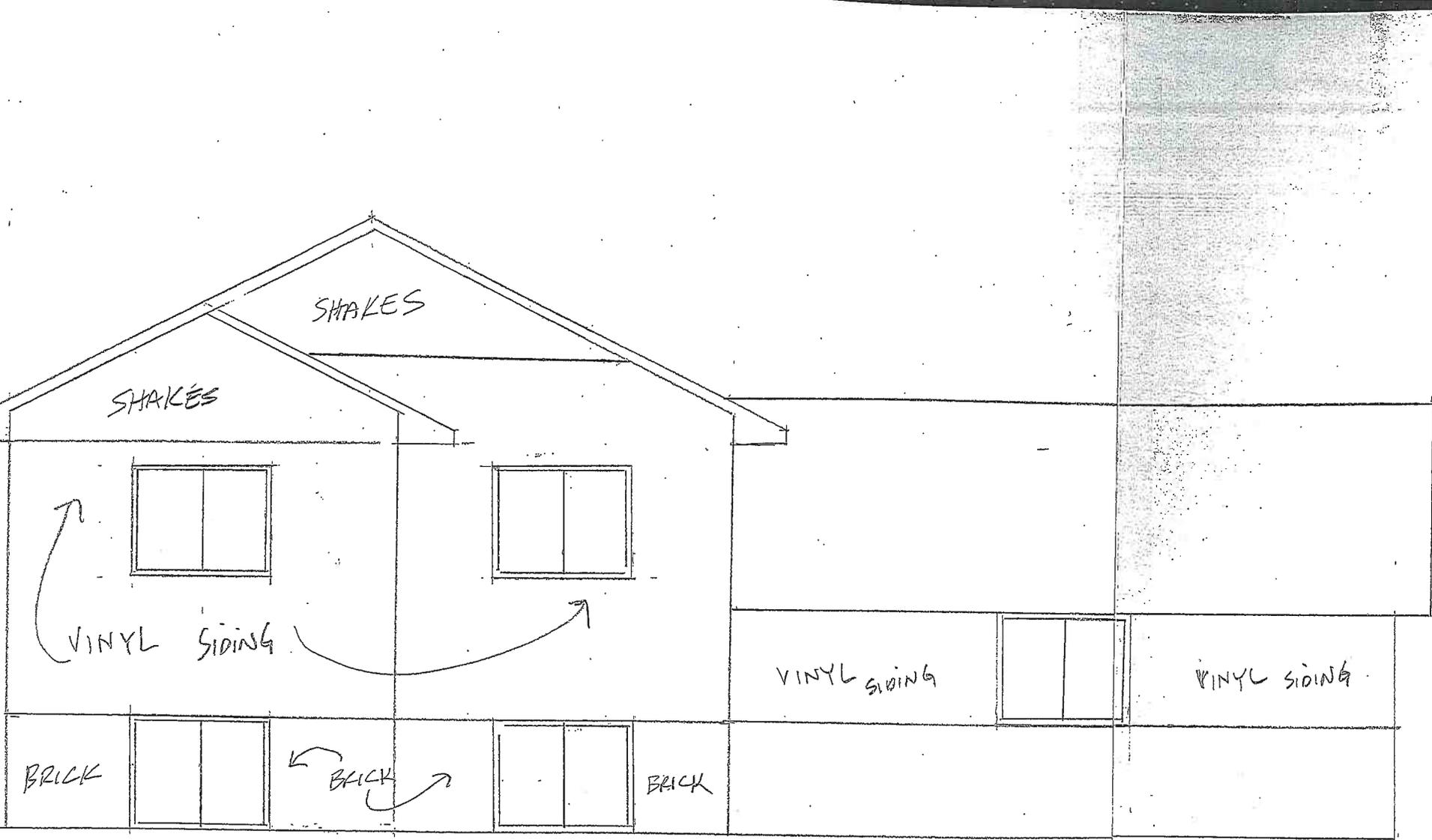


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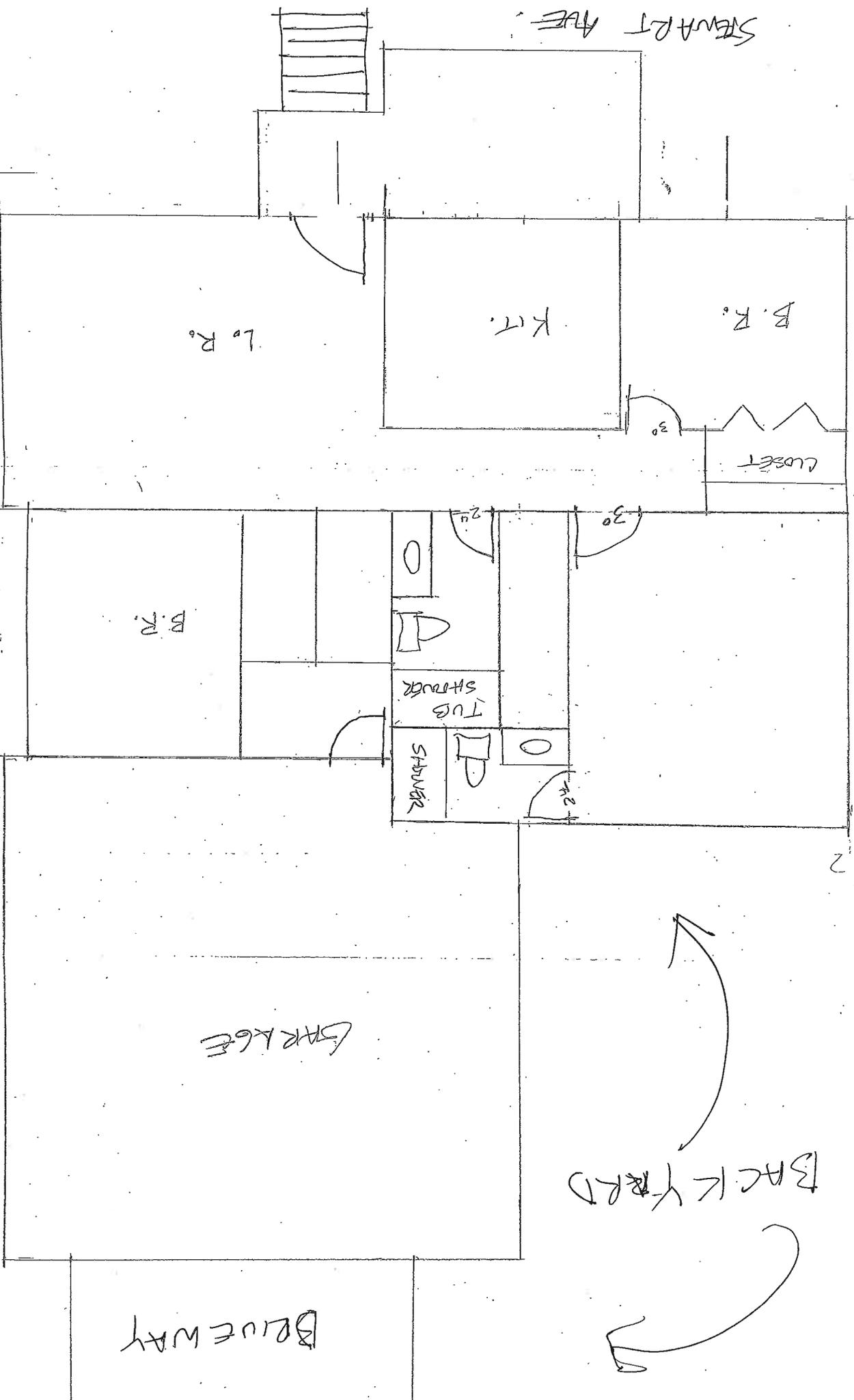


PLAN

12.



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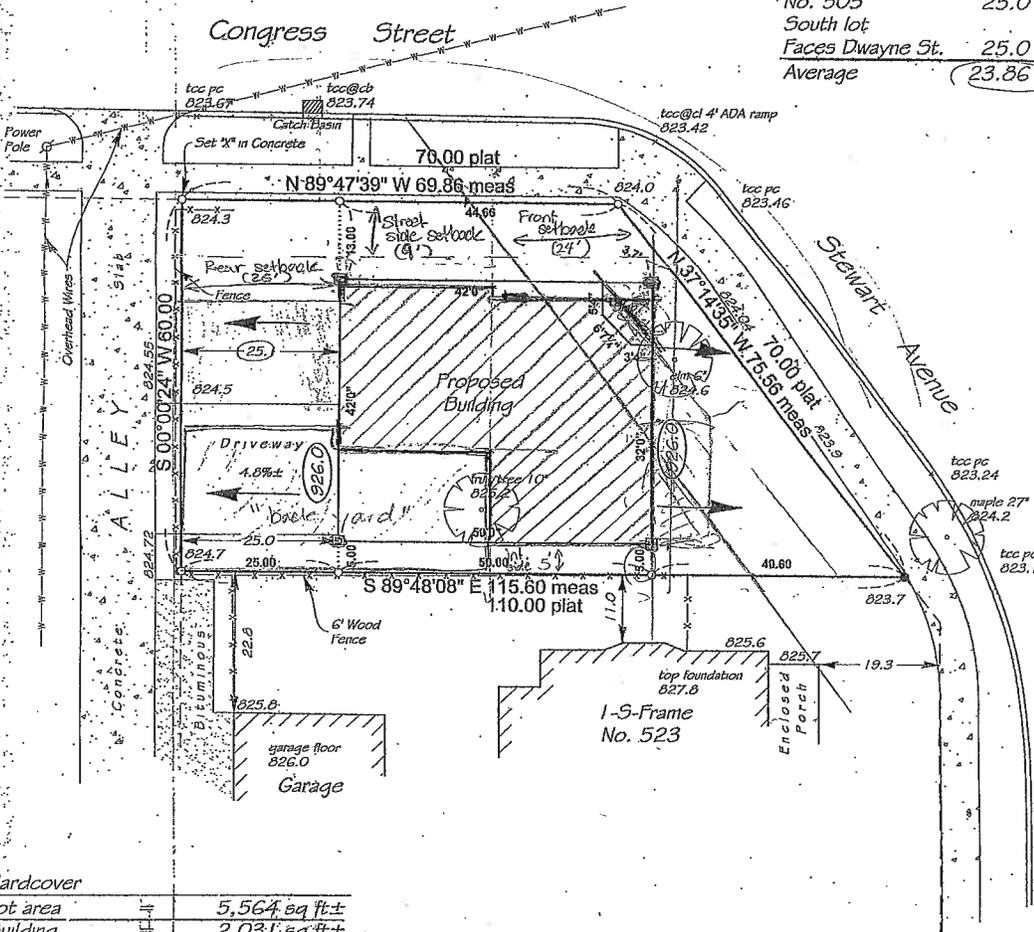
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Drawn By	J. Munson
File Name	sp10-14-20fb106770inv82070.dwg

Signed *Gregory R. Prasch*
Gregory R. Prasch, Minn. Reg. No. 24992



City Council Report

Date: May 16, 2016
Department: Administration
Administrator: SPK

10-F

Agenda Item: **Approve Amendment of Employment Agreement between the City of South St. Paul and Stephen P. King**

Action to be considered:

Motion to approve an amendment of the Employment Agreement between the City of South St. Paul and Stephen P. King – City Administrator.

Overview:

The City originally entered into an Employment Agreement with Stephen P. King in March of 2003, which was amended and replaced with a new Employment Agreement in November of 2008. A Memorandum of Understanding was attached to the Agreement in May of 2011, and an additional Memorandum of Understanding was attached in March of 2016.

The proposed amendment will incorporate into one document certain terms and conditions of the 2003 original Employment Agreement, the 2008 amended Employment Agreement, the 2011 MOU and the 2016 MOU, thus creating a new Employment Agreement. The new proposed Employment Agreement will hereby replace any and all prior Agreements and MOU's. The proposed Employment Agreement provides a 2.25% COLA adjustment for 2016 and a salary market adjustment of 3.25%, bringing his 2016 salary to \$144,540 (retroactive to Jan. 1, 2016). In addition, Mr. King will be provided Performance Pay for his 2015 performance in the amount of 10% of his 2015 salary, or \$13,691. Additionally, Mr. King will receive a Service Recognition Award in the amount of \$6,515.60 for completing ten years of service in 2013. Other terms of compensation and benefits are outlined in the attached Employment Agreement.

Source of Funds:

The City Administrator's compensation is budgeted in the Administration program within the General Fund Budget (10120.6101).

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF SOUTH ST. PAUL AND STEPHEN P. KING**

THIS AGREEMENT (“Agreement”) entered into this ____ day of _____, 2016, by and between the City of South St. Paul, Minnesota (hereinafter referred to as “City”) and Stephen P. King (hereinafter referred to as “King”).

WHEREAS, the City originally entered into an Employment Agreement with King dated March 17, 2003, which was amended and replaced with a new Employment Agreement dated November 17, 2008, a Memorandum of Understanding (“2011 MOU”) was attached on May 16, 2011, and an additional Memorandum of Understanding (“2016 MOU”) was attached on March 7, 2016; and

WHEREAS, King began his employment on April 7, 2003; and

WHEREAS, the parties desire to amend and incorporate into one document certain terms and conditions of the 2003 original Employment Agreement, the 2008 amended Employment Agreement, the 2011 MOU and the 2016 MOU such that an entirely new Agreement is necessary; and

WHEREAS, the City desires to continue employing the services of King and King desires to continue his employment with the City in accordance with the terms and conditions of this Agreement; and

WHEREAS, the 2003 original Employment Agreement, the 2008 amended Employment Agreement, the 2011 MOU and the 2016 MOU are hereby replaced in full by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

- A. As of the date that the City Council adopts this Agreement, the City hereby agrees to continue to employ King as City Administrator pursuant to this Agreement. King hereby agrees to perform the functions and duties of City Administrator as specified in Minnesota State Statutes, City Charter Section 3.16, City Code Section 300.01, as may be amended, and the Code of Ethics of the International and Minnesota City/County Management Associations. The parties also agree that King may perform such other legally permissible and proper functions and duties that are consistent extensions of this Agreement and King’s job description. The City Council also reserves the right to materially change the position of City Administrator by adding new or deleting existing substantial functions and duties by written Resolution,

but King reserves the right to treat such a unilateral modification as a termination within the meaning of Section 3(A), if the modification is more than a consistent extension of this Agreement and King's job description.

- B. King shall devote his full business time and best efforts to the City and will engage in no outside business without prior City Council approval. King shall disclose the outside business by timely written notice to the City. The City Council may deny approval by timely written notice to King. Bases for disapproval can include the potential for interference with the impartial, objective or efficient performance of duties; conflict of interest; or the earning of compensation for work that would be required or expected to be performed in the regular course of King's City employment. Violation of this Section 1 (B) may be considered grounds for termination under Section 3 (F).
- C. Without the express consent of a majority of the City Council, King, acting within the scope of employment, shall not engage in activities, actions, public displays, or behaviors which are directly contrary to the established policies, goals, programs and positions of the City Council. King shall not use or disclose any information or data not otherwise already in the public domain for personal or financial gain. King shall disclose to the City Council any direct, indirect or perceived conflicts of interest that King may have relative to matters appearing before the City Council or as transacted by the City in its routine operations. Violation of this Section 1 (C) may be considered as grounds for termination under Section 3 (F).
- D. The parties understand that the position of City Administrator requires attendance at evening meetings and occasionally weekend meetings. King understands that the City will not grant him additional compensation and compensatory time for such additional expenditures of his time. King is not entitled to overtime pay and is deemed an exempt employee under the Federal Fair Labor Standards Act. The parties further understand that King is allowed to have a more flexible schedule than other employees, due to his required attendance at meetings outside of the normal work day, therefore he is not entitled to any "personal days" that may be granted to other City employees.

Section 2. Term.

- A. The indefinite term of this Agreement shall begin on as of the date of its adoption by the City Council and shall continue until terminated by either the City Council or through King's resignation or retirement.
- B. King's employment is for an indefinite term to be served at the pleasure of the City Council. King shall be deemed an "at will" employee. The parties

agree that the City Council at any time, at its sole discretion and by majority vote has the right, with or without just cause, to terminate the services of King, subject only to payment under Section 3 hereof. The parties also agree that the City Council, on the same bases, may instead choose to issue a verbal or written warning as a precursor to termination. Prior to a vote on termination, the City Council shall afford King the opportunity for a public hearing before the City Council, if he so requests.

- C. The parties agree that King has the right, at any time, to terminate this Agreement and voluntarily resign or retire from the position of City Administrator. If King terminates this Agreement, he must give the City thirty (30) days of advanced written notice, including the last date of employment with the City, unless otherwise agreed by the parties. After giving notice of termination, King shall not use more than forty (40) hours of vacation leave during the final thirty (30) days of employment, unless otherwise agreed by the parties.

Section 3. Termination and Severance Pay.

- A. Except as provided in Section 3 (B), (C), (D), (E) and (F), in the event the services of King are terminated by the City Council, the City shall pay King within 14 days after his last date of employment, as follows:
- His base salary, including all medical, dental, and disability insurance benefits applicable as of the date of termination for six (6) months, to be paid by a lump sum cash payment (“Severance Pay”);
 - Any accrued but unused vacation leave payments (“Vacation Leave Payments”) to be paid by a lump sum cash payment;
 - Any accrued but unused sick leave payments (“Sick Leave Payments”) shall be deposited in the limited Health Reimbursement Account (“King Limited HRA”) established by the City for King pursuant to Section 15(B) of this Agreement. If the King Limited HRA is no longer in existence or has a zero balance at the time of King’s termination, then the Sick Leave Payments shall be deposited into the King Health Care Savings Account (“King HSA”) established by the City for King pursuant to Section 15(C) of this Agreement, up to the maximum amount allowed by law.
 - All vacation and sick leave accruals shall be calculated as of his last date of employment.

In the event the City Council at any time during the term of this Agreement reduces the salary or other financial benefits of King in a greater percentage than an applicable across-the-board reduction for all City department heads, or in the event the City refuses to comply with any provision benefiting

King hereunder or the City unilaterally modifies King's functions and duties as described in Section 1(A) or the City Council by majority vote asks King to resign, then within 30 days of such event, King shall exercise his option to be deemed "terminated" as of the date of the event for the purposes of this Section and this Agreement and shall be entitled to the Severance Pay, Vacation Leave Payments and Sick Leave Payments as stated above.

B. In the event that the City Council terminates King because of any of the following:

- theft or embezzlement of money or City funds by King
- willful malfeasance by King
- repeated failure or refusal by King to follow the City Council's direction or orders as memorialized in a written resolution
- willful neglect of duties by King
- conviction of King of a misdemeanor, gross misdemeanor or felony
- demonstrated abuse of sick leave

then King shall not be entitled to any Severance Pay nor shall he be entitled to any Vacation and Sick Leave Payments.

C. Disability. Provided King is eligible for the disability insurance provided through the City, in the event that King (i) is permanently disabled such that King is unable to perform one or more of the essential duties of his position or (ii) is otherwise unable to perform the essential duties of his position because of sickness, accident, physical or mental health or injury for a period of three months out of any continuous four month period, the City Council may terminate this Agreement. In such an instance, the City shall pay King as follows:

- Vacation and Sick Leave Payments as provided in Section 3(A).

The City is not required to pay King any Severance Pay under Section 3 (A).

D. Death. In the event King dies during the term of this Agreement, the City shall pay King as follows:

- Vacation and Sick Leave Payments to be paid in a lump sum cash payment to the estate of King and calculated as of his date of death.

The City is not required to pay Severance Pay under Section 3 (A).

E. Voluntary Resignation or Retirement. In the event King voluntarily resigns (which shall not include when a majority vote of the Council asks King for a voluntary resignation) or retires under Section 2 (C), the City shall pay King as follows:

- Vacation and Sick Leave Payments as provided in Section 3 (A)

The City is not required to pay any Severance Pay under Section 3 (A).

F. In the event that the City Council terminates King due to a violation of Section 1 (B) or Section 1 (C) or Section 3 (B), King shall not be entitled to any Severance Pay under Section 3 (A), nor shall he be entitled to any Vacation or Sick Leave Payments.

Section 4. Salary.

- A. For 2015, King's annual base salary was \$136,910.
- B. For 2016, King's annual base salary shall be \$136,910, and he shall be awarded a salary adjustment of 3.25% and a COLA adjustment of 2.25% (pursuant to Section 4E below), all of which totals \$144, 540 and shall be retroactive to January 1, 2016.
- C. Following a satisfactory performance evaluation pursuant to Section 5, for 2017, King's annual base salary shall be \$144,540, which shall commence on January 1, 2017.
- D. Following a satisfactory performance evaluation pursuant to Section 5, for 2018, King's annual base salary shall be \$151,480, which shall commence on January 1, 2018.
- E. For the years 2017 through 2018 and thereafter, King shall be entitled to an additional annual Cost of Living Adjustment ("COLA") salary adjustment in the same amount approved for the members of the Supervisory Association.

Any further adjustments thereafter shall become effective on the first of each calendar year or at such other times as may be determined at the sole discretion of the City Council by majority vote thereof, following completion of a performance evaluation.

Section 5. Performance Evaluation.

The City Council shall review and evaluate King's performance and compensation

in regular performance evaluations, which shall occur at least once each calendar year during the month of October. The City Council may also evaluate his performance as frequently and at such times as are deemed advisable by the Council.

Section 6. Performance Pay Option.

In addition to the annual base salary amount specified in Section 4, there shall be a performance pay option that can provide King with additional compensation through separate consideration and approval by the City Council. The performance payment can be in any amount, but shall not exceed ten percent (10%) of King's annual base salary. The payment is for the purpose of recognizing performance that includes efforts or produces specific results that demonstrably exceed expectations. The process for determining and awarding this performance payment shall be at the sole discretion of the City Council by majority vote thereof, following completion of a performance evaluation.

As a result of his satisfactory 2015 performance, King shall be provided with additional compensation for performance pay in the amount of \$13,691. Payment of the 2015 performance pay shall be issued with the first payroll following execution of this Agreement.

Section 7. Service Recognition Award.

King shall be eligible for the same service recognition awards as members of the Supervisory Association. Service recognition awards are provided to Supervisory Association members after after completing ten years of service and thereafter upon completion of additional five year blocks of service and are equal to 5% of the employee's salary as of the anniversary date in the year earned.

On April 7, 2013, King completed ten years of service to the City and became eligible for a service recognition award in an amount equal to 5% of his salary as of that anniversary date, but did not receive his service recognition award at that time. King's 2013 salary was \$130,312. In recognition of his reaching ten years of service in 2013, King shall be provided with a service recognition award payment of \$6,515.60, which shall be issued with the first payroll following execution of this Agreement.

Section 8. Dues and Subscriptions.

Except as otherwise agreed to by the parties, for the continued professional growth and development of King, the City Council agrees to budget and to pay the professional dues and subscriptions of King necessary for his full participation in the following three (3) associations and organizations: the International City/County Management Association, the Minnesota City Management Association, and the Metropolitan Area Management Association. All other payments for dues and subscriptions must be approved in advance by the City Council.

Section 9. Seminars and Conferences.

Except as otherwise agreed to by the parties, for the continued professional growth and development of King, the City Council agrees to budget and to pay all direct reasonable expenses incurred by King for his attendance at the following conferences: the state conference of the Minnesota City Management Association; the State conference of the League of Minnesota Cities; and, at the option of the City Council in its sole discretion, the national conference of the International City/County Management Association or another national conference, meeting, seminar or other such occasion approved in advance by the City Council. Payment for attendance at all other conferences, meetings, seminars and other such occasions must be approved in advance by the City Council.

Section 10. Civic Club Membership.

The City recognizes the desirability of participation by King in local civic and other community organizations. Payment by the City for King's membership in such civic and community organizations must be approved in advance by the City Council.

Section 11. General Expenses.

The City recognizes that from time to time King will, of necessity, spend personal funds to adequately fulfill the duties and functions of his position. In recognition thereof, the City agrees to reimburse King for all such direct expenses, in accord with guidelines established in advance by the City Council.

Section 12. Automobile Allowance.

The City recognizes that King will make extensive use of his personal automobile to adequately fulfill the duties and functions of his position. In recognition thereof, the City agrees to pay King an automobile allowance in the following amounts:

- A. For 2016, \$550 per month.

Payment may be adjusted on an annual basis thereafter, at the discretion of the City Council.

Section 13. Holiday and Vacation Leave.

- A. King is entitled to and shall be credited with the same number of holidays as members of the Supervisory Association.
- B. King shall be entitled to two hundred (200) hours of vacation leave per year, Vacation leave shall accrue on an hourly basis and be credited on each payroll installment, as earned. The hourly basis shall be determined in the same manner applied to all other City employees.
- C. Use of vacation leave

shall be accompanied by reasonable advance notice to the Mayor or designee. Vacation leave shall only be denied on the basis of specifically articulated workload considerations, the personnel needs of the City, or other similar exercise of the management responsibilities of the Mayor and City Council.

- D. On the last day of each calendar year the City shall pay King, at the compensation rate existing on the last day of the calendar year, for any credited, but unused vacation leave that exceeds two hundred (200) hours. In addition to the City's annual calculation and payoff of excess unused vacation leave, King may elect to carry forward any allowable remaining year-end vacation leave balances into the new year or may elect to have all or some part of it paid out at the compensation rate existing on the last day of the calendar year. King must make this election, in writing, before the start of a new calendar year.

Section 14. Sick Leave.

- A. King will accrue sick leave at the rate of eight (8) hours per month and it will be credited on each payroll installment, as earned. The hourly basis shall be determined in the same manner applied to other City employees with similar accrual rates. B. On the last day of each calendar year the City shall pay King for any credited, but unused sick leave that exceeds ninety-six (96) hours and at the compensation rate existing on the last day of the calendar year. All year-end sick leave settlement payments by the City shall be deposited in the King Limited HRA established by the City for King pursuant to Section 15(B) of this Agreement. If the King Limited HRA is no longer in existence or has a zero balance on the last day of the applicable calendar year, then the Sick Leave Payments shall be deposited into the King HSA established by the City for King pursuant to Section 15(C) of this Agreement, up to the maximum amount allowed by law.

Section 15. Retirement Benefits.

- A. It is expressly understood that King has elected to not be covered by Minnesota Public Employees Retirement Association (PERA) pursuant to his right to make such election under Minn. Stat. §353.028. In lieu thereof, the City agrees to contribute the same amount of King's annual base salary as the City would contribute to PERA, to those funds or accounts as directed by King that qualify as deferred compensation funds or accounts in accordance with all state and federal laws, as the same may be amended. This amount may be adjusted upon the mutual agreement of King and City Council.
- B. The City has established a King Limited HRA on behalf of King and each

year will pay an amount equal to 1% of King's annual base salary to the King Limited HRA. The payments to the King Limited HRA shall be made payable in installments consistent with the City's payroll schedule and shall be revised if King's annual base salary is modified by operation of Section 4 of this Agreement.

In addition, the City shall make payments into the King Limited HRA by operation of Sections 3 (A), (C), (D), and (E); and 14(B) of this Agreement.

- C. The City has also established a King HSA for post retirement health care expenses on behalf of King, and the City shall annually transfer the maximum amount allowed by law from King's Limited HRA into King's HSA until the King Limited HRA reaches a zero balance. Once the King Limited HRA has reached a zero balance, any future payments by the City on behalf of King under Sections 3(A), (C), (D), and (E); and 14(B), and 15(B) of this Agreement shall be paid to the King HSA up to the maximum member or citizen so requ

Section 16. Health, Life, Disability Insurance Benefits.

- A. King may elect such health, dental, and other related insurance benefits as the City may provide. The City's contribution toward the cost of the coverage of King and his family shall be in the same amount as provided by the City to members of the Supervisory Association; that part of such cost not contributed by the City shall be the obligation of King.
- B. The City, at its cost, shall provide term life insurance in the amount of \$50,000 on the life of King during the term of this Agreement. King shall have the right to designate the beneficiaries of the insurance.
- C. King shall be entitled to such long-term disability benefit as the City may provide for members of the Supervisory Association. The benefit shall be annually reviewed and adjusted to always fully cover King's annual base salary.
- D. If King is injured or contracts illness during the performance of duties for the City and is thereby rendered unable to work for the City, he will be paid the difference between his regular pay rate and Worker's Compensation Insurance payments for a period not to exceed ninety (90) calendar days per injury or illness, and there shall be no charge to King's vacation, sick leave or other accumulated benefits, subject to the terms and conditions specified for members of the Supervisory Association for "injury on duty" circumstances.

Section 17. Indemnification.

The City shall defend and indemnify King pursuant to Minn. Stat. §466.07 and §465.76.

Section 18. Amendment and Review.

The parties may mutually amend this Agreement at any time, and all such amendments shall be in writing. In addition, the parties agree that in October of each year, in conjunction with the annual performance review process, the City Council shall review with King the provisions of this Agreement.

Section 19. General Provisions.

- A. Acknowledgement of Reasonableness. The parties agree that the provisions in this Agreement are fair and reasonable.
- B. Entire Agreement. The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.
- C. Waiver. The waiver of any breach of term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.
- D. Headings. The captions contained herein are not part of this Agreement. They are included only for the convenience of the parties and shall not affect the construction or interpretation of any of its provisions.
- E. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Dakota County, Minnesota.
- F. Effective Date. This Agreement shall become effective as of its date of adoption by the City Council.
- G. Severability. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.
- H. Nonassignability. This Agreement may not be assigned by any of the parties.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement, in duplicate, on the day and year first written below.

Adopted this _____ day of _____, 2016.

STEPHEN P. KING

CITY OF SOUTH ST. PAUL

Stephen P. King

By: _____
Beth A. Baumann, Mayor

By: _____
Christy Wilcox, City Clerk