

City of South St. Paul

COUNCIL AGENDA

Monday, August 1, 2016

7:15 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

A. SSP Jaycees presentation of donation for parks and recreation youth fee assistance

B. Presentation: 2016 Fill the Backpack Campaign and Special Donation – Hopie Nelson

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 July 25, 2016

B. Accounts Payable

C. Accept Donation from Maple Tree Day School

D. Accept the Year Ended December 31, 2015 Audited Financial Reports

E. Accept Resignation of Employment from Office Specialist I – Police Department

F. Approving Assignment of Lease at the Fleming Field Airport to Freedom Airshows SBC

G. Approve Land Lease at Fleming Field with Thomas J. Biros and David C. Wolking

- H. Approve Amendment to the Right of First Refusal at Fleming Field with Boyd Johnson
- I. Accept Union Pacific Railroad Grant Donation to SSP Mayor's Youth Task Force
- J. Accept Donation from BSA Troop 99 to Fill the Backpack Campaign
- K. Accept Youth Service America Grant Donation to SSP Mayor's Youth Task Force
- L. Accept Donation form Mizpah Lodge #191 and Minnesota Masonic Charities for the Fill the Backpack Campaign

9. PUBLIC HEARINGS:

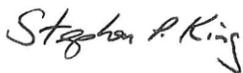
10. GENERAL BUSINESS:

- A. State of Minnesota/DNR Grant Amendment #4 for Flood Hazard Mitigation Measures/Levee Upgrades
- B. First Reading – Ordinance Amending Chapter 15 Regarding Animals (Miniature Pigs)
- C. South St. Paul Rod and Gun Club CUP – Proposed Firing Shed Rifle Range – 600 Gun Club Rd.
- D. First Reading – An Ordinance Opting Out of Legislation Requiring Cities to Permit Temporary Family Health Care Dwelling Units
- E. McMorrow Field Equipment Removal and Relocation

11. MAYOR AND COUNCIL COMMUNICATIONS:

- 12. ADJOURNMENT:** *Motion to adjourn to 6:00 p.m. on Thursday, August 11, 2016, to canvass the votes of the Primary Election.*

Respectfully Submitted,



Stephen P. King, City Administrator

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF JULY 25, 2016**

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Monday, July 25, 2016.

ROLL CALL:

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

5) Presentations

- There were no presentations.

6) Citizens' Comments

- Bernie Beerman appeared to discuss the City Council's discussion on the 2 way stop sign at 12th Avenue and Southview Boulevard and encouraged a reconsideration for a placement of a 4 way stop.

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Hansen/Niederkorn

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

1. City Council meeting minutes of July 5, 2016
2. Resolution No. 2016-135, approving accounts payable
3. Resolution No. 2016-134, declaring McMorrow Field park appurtenances surplus property
4. Change Order No. 4 for Kaposia Landing Phase 1 construction contract with Rachel Contracting in the amount of \$3,024.00 for a new contract price of \$5,138,426.39
5. City Council meeting minutes of July 11, 2016

6. To make a conditional job offer to Megan Chu as a part time Community Service Officer, effective August 1, 2016, at a starting salary as outlined in the current AFSCME contract, contingent on the successful completion of a background investigation
7. Resolution No. 2016-127, approving State of Minnesota Joint Powers Agreements with the City of South St. Paul on behalf of its Police Department regarding the Minnesota Internet Crime Against Children Task Force (ICAC)
8. Resolution No. 2016-128, approving an Engineering Services Agreement between the City and Barr Engineering Company for construction management services for the City's flood control system
9. To adopt Resolution No. 2016-129, approving an Engineering Services Agreement between the City and Mead & Hunt, Inc. for certification & analysis of the City's flood control system
10. Approve the bid from Mach 1 Taping & Painting, LLC for the exterior building painting in the amount of \$22,750.00 at the Doug Woog Arena
11. Business licenses
12. Resolution No. 2016-133, relating to airport; approving a Grant Agreement for airport improvement excluding land acquisition and Resolution No. 2016-132, award North Hangar Area crack sealing to Professional Asphalt Services, Inc.

Motion carried

7 ayes/0 nays

11) **Adjournment**

Moved by Seaberg/Podgorski

MOVED: That the meeting of the City Council adjourn at 7:23 p.m.

Motion carried

7 ayes/0 nays

Approved: August 1, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: Finance

ADMINISTRATOR: _____

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-145 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. 2016-145

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:	
123463-123530	\$ 797,310.40
2016241-2016250	<u>\$ 286,416.89</u>
Total	\$ 1,083,727.29

Adopted this 1st day of August, 2016.

Christy Wilcox, City Clerk

Council Check Register by GL
Council Check Register and Summary

7/26/2016 -- 8/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
123463	8/1/2016		3739 ACCOUNTEMPS							
		3,120.00	WEEK ENDED 7/8/2016		40916	46239261	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		3,120.00								
123464	8/1/2016		4683 ASPER, NICK							
		65.01	BOOT ALLOWANCE		40928	7/17/2016	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		65.01								
123465	8/1/2016		3867 BARR ENGINEERING COMPANY							
		13,815.50	FCS S SVCS THRU 6/10/2016		40893	23191151.02-4	40405.6530	201208	IMPR OTHER THAN BUILDING	FLOODWALL CONSTRUCTION
		13,815.50								
123466	8/1/2016		3963 BENCO EQUIPMENT CO.							
		300.00	4 MOBILE HOISTS		40930	5-005263	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,220.24	PARTS FOR REPAIR		40931	5-005264	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		550.00	LABOR/REPAIR 4 MOBILE HOISTS		40931	5-005264	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		2,070.24								
123467	8/1/2016		1111 BITUMINOUS ROADWAYS, INC.							
		243,460.90	PAY EST 1		40980	PT 1	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		243,460.89	PAY EST 1		40980	PT 1	40432.6371	201607	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		486,921.79								
123468	8/1/2016		3632 BOLTON & MENK, INC.							
		2,200.35	CONS ADMIN FOR APRON RECON		40894	0192133	40404.6302	201415	PROFESSIONAL SERVICES	AIRPORT CAPITAL FUND
		2,200.35								
123469	8/1/2016		1129 BOYER FORD TRUCKS INC							
		441.76	BREAKDRUM / KIT		40895	1070731	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		128.90	PARTS FOR AMBULANCE #3		40896	1074813	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		37.48	PARTS FOR VEHICLE #336		40897	170588R	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		60.00	RETURN / FOR VEHICLE #336		40898	CM1070731	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		548.14								
123470	8/1/2016		6698 BRINK, BILL							
		125.00	SHERIFF FEE FOR WRIT-WILLETTE		40929	072616	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		125.00								
123471	8/1/2016		7263 BRO-TEX CO., INC.							
		92.78	SCRIM 4 PLY		40899	480028	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		92.78	SCRIM 4 PLY		40899	480028	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG

Council Check Register by GL
Council Check Register and Summary

7/26/2016 -- 8/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
123479	8/1/2016		1303 DOODY CLEANING SERVICES						Continued...	
		340.00	CLEANING SERVICES JULY 2016		40904	788	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>340.00</u>								
123480	8/1/2016		1380 FACTORY MOTOR PARTS CO							
		150.48	PARTS FOR #319		40905	1-Z08047	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>150.48</u>								
123481	8/1/2016		1414 FIRST CALL AUTO PARTS							
		211.10	PARTS FOR POLICE #2164		40906	1767-216053	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		174.30	PARTS FOR POLICE #2164		40907	1767-216072	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		238.10-	RETURN PARTS FOR #2164		40908	1767-216123	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		27.00-	RETURNED PARTS FOR #2164		40909	1767-216300	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		55.38	PARTS FOE #326		40910	1767-216079	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		16.90	PARTS FOR #326		40911	1767-216353	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>192.58</u>								
123482	8/1/2016		1416 FIRST PRESBYTERIAN CHURCH							
		250.00	POLLING PLACE RENTAL		40918	8/1/2016	10140.6381		OTHER RENTALS	CITY CLERK
		<u>250.00</u>								
123483	8/1/2016		4725 FIRST SUPPLY LLC - TWIN CITIES							
		20.10	ADAPTER		40912	1384725-00	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		19.60	PLT THD ROD/HOLE STRUT		40933	1382056-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		13.84	PVC FITTINGS		40934	1382342-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		7.11	PVC FITTINGS		40935	1382355-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1.92	SPLIT RING CLAMP		40936	1382386-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		31.43	FLOAT SWITCH		40937	1379995-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>94.00</u>								
123484	8/1/2016		1447 FURY MOTORS, INC.							
		627.20	BREAK/BEARK PAD		40913	5096991	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>627.20</u>								
123485	8/1/2016		4887 GALE/CENGAGE LEARNING							
		26.39	ADULT FICTION BOOKS		40919	58324782	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		26.39	ADLUT FICTION BOOKS		40920	58332079	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>52.78</u>								
123486	8/1/2016		1483 GLEWWE DOOR CLOSERS, INC.							
		2,634.83	AUTOMATIC OPERATOR DOOR		40938	181099	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA

Council Check Register by GL
Council Check Register and Summary

7/26/2016 -- 8/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
123492	8/1/2016		3686 IMPACT PROVEN SOLUTIONS						Continued...	
123493	8/1/2016		7271 INTERSTATE PARTNERS, LLC							
		725.61	PAYGO PRINCIPLE NOTE 1		40995	8/16 NOTE 1	40491.6530		IMPR OTHER THAN BUILDING	STOCKYARDS TIF
		25,337.59	PAYGO INTEREST NOTE 1		40995	8/16 NOTE 1	40491.6612		INTEREST EXPENSE	STOCKYARDS TIF
		39,094.80	PAYGO INTEREST NOTE 2		40996	8/16 NOTE 2	40491.6612		INTEREST EXPENSE	STOCKYARDS TIF
		<u>65,158.00</u>								
123494	8/1/2016		6642 JOHNSON CONTROLS, INC							
		1,025.00	FIRE ALARM PROJ SVC 7/7/13/		40999	1-36259650474	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		<u>1,025.00</u>								
123495	8/1/2016		7262 KODIAK POWER SYSTEMS, INC.							
		234.78	PUMPHOUSE #4		40942	KPS0024	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>234.78</u>								
123496	8/1/2016		1774 KRIER, DEB							
		143.37	1/4/2016 - 5/31/2016		40943	7/26/2016	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		<u>143.37</u>								
123497	8/1/2016		6820 KRISS PREMIUM PRODUCTS							
		179.00	BALL VALVE		40944	145911	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>179.00</u>								
123498	8/1/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		412.50	NETWORK SUPPORT		40969	42017	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		<u>412.50</u>								
123499	8/1/2016		1855 LUTHER MEMORIAL CHURCH							
		350.00	POLLING PLACE RENTAL		40945	8/1/2016	10140.6381		OTHER RENTALS	CITY CLERK
		<u>350.00</u>								
123500	8/1/2016		1864 MACQUEEN EQUIPMENT INC.							
		565.44	HOSE REEL #315 VACTOR		40946	2162500	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		487.48	LEADER HOSE FOR #315		40947	2163208	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		337.44	BEARINGS/PINS FOR #305 SWEEPER		40948	2163457	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		59.12	SCRAPER-DIRT SHOE FOR #305		40949	2163489	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,449.48</u>								
123501	8/1/2016		1886 MATRIX COMMUNICATIONS INC							
		254.50	MONTHLY MAINTENANCE		40950	0205264-IN	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS

Council Check Register by GL
Council Check Register and Summary

7/26/2016 -- 8/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
123501	8/1/2016	254.50	1886 MATRIX COMMUNICATIONS INC						Continued...	
123502	8/1/2016	239.29	1913 MERIT ELECTRIC COMPANY		40951	57168	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
123503	8/1/2016	167.21	1939 MIDWAY FORD CO.		40952	265187	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		108.92	PARTS FOR SQUAD #2154		40953	443303	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		52.49	PIPE		40954	266040	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		6.72	PART		40955	444549	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		99.95	LABOR		40955	444549	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		118.07	RETURNED PARTS #205		40956	CM263932	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		65.44	RETURN PARTS/POLICE		40957	264846	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
123504	8/1/2016	435.83	1949 MIDWEST TAPE		40958	94124730	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		85.96	DVDs		40959	94124418	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		79.98	BOOKS ON CD		40960	94129242	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.99	DVDS		40961	94140099	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		92.95	DVDs		40962	94140190	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		15.99	MUSIC CD		40963	94140191	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		119.97	BOOKS ON CD		40964	94148036	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
123505	8/1/2016	13.84	2005 MINNESOTA LOCKS		40965	101081062	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
123506	8/1/2016	105.00	2062 MRPA		40966	8/1/2016	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		35.00	US BANK STADIUM TOUR/EMERSON		40966	8/1/2016	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		35.00	US BANK STADIUM TOUR/DWELLE		40966	8/1/2016	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
123507	8/1/2016	1,046.75	2068 MUNICIPAL CODE CORPORATION		40970	00272469	10140.6302		PROFESSIONAL SERVICES	CITY CLERK

Council Check Register by GL
Council Check Register and Summary

7/26/2016 -- 8/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016242	8/1/2016		2013 MINNESOTA REVENUE (C)						Continued...	
		151.09			40925	0726161006183	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>151.09</u>								
2016243	8/1/2016		2200 PERA							
		382.00			40927	0726161006185	10101.2174		PERA	GENERAL FUND
		<u>382.00</u>								
2016244	8/1/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		2,464.68			40926	0726161006184	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>2,464.68</u>								
2016245	7/29/2016		1559 HEALTHPARTNERS							
		25.00	HRA REIMBURSEMENT		41024	07/20-07/26/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>25.00</u>								
2016246	7/29/2016		2629 DEPOSITORY TRUST & CLEARING CORP., THE							
		6,216.25	2003B BOND INTEREST		41025	08012016	30302.6611		BOND INTEREST	2003 ARENA REFUNDING BO
		<u>6,216.25</u>								
2016247	7/29/2016		1123 BOND TRUST SERVICES CORP							
		16,572.50	2007B P&I PAYMENTS		41026	30790	30314.6611		BOND INTEREST	2007B REFUNDING BONDS
		48,312.50	2012A P&I PAYMENT		41027	30791	30318.6611		BOND INTEREST	2012 GO LOCAL IMP BONDS
		17,900.00	2014AP&I PAYMENT		41028	30792	50605.6611		BOND INTEREST	WATER UTILITY
		16,145.00	2014AP&I PAYMENT		41028	30792	50610.6611		BOND INTEREST	STORM WATER UTILITY
		92,481.25	2014B P&I PAYMENT		41029	30793	30320.6611		BOND INTEREST	2014B GO PARK BONDS
		18,892.50	2015A P&I PAYMENT		41030	30794	30319.6611		BOND INTEREST	2015A TAXABLE GO TIF BONDS
		54,148.23	2015B P&I PAYMENT		41031	30795	30321.6611		BOND INTEREST	2015B GO PARK BONDS
		8,575.00	2010A HRA INT PAYMENT		41032	30796	30386.6611		BOND INTEREST	FIRE TRUCK
		<u>273,026.98</u>								
2016248	8/1/2016		6037 HEALTHPARTNERS-DENTAL							
		987.83	DENTAL CLAIMS PAID		41033	07/21-07/27/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>987.83</u>								
2016249	8/1/2016		1123 BOND TRUST SERVICES CORP							
		450.00	PAYING AGENT FEES-2007B		41034	31440	30314.6620		FISCAL AGENTS FEES	2007B REFUNDING BONDS
		450.00	PAYING AGENT FEES-2012A		41035	31441	30318.6620		FISCAL AGENTS FEES	2012 GO LOCAL IMP BONDS
		238.50	PAYING AGENT FEES-2014A		41036	50605.6620	50605.6620		FISCAL AGENTS FEES	WATER UTILITY

Council Check Register by GL
Council Check Register and Summary

7/26/2016 -- 8/1/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016249	8/1/2016		1123 BOND TRUST SERVICES CORP						Continued...	
		211.50	PAYING AGENT FEES-2014A		41036	50605.6620	50610.6620		FISCAL AGENTS FEES	STORM WATER UTILITY
		450.00	PAYING AGENT FEES-2015A		41037	31443	30319.6620		FISCAL AGENTS FEES	2015A TAXABLE GO TIF BONDS
		450.00	PAYING AGENT FEES-2015B		41038	31444	30321.6620		FISCAL AGENTS FEES	2015B GO PARK BONDS
		<u>2,250.00</u>								
2016250	8/1/2016		6673 LARSON, DEBRA							
		50.00	KEY PERSON - NAN MCKAY		41039	073116	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		<u>50.00</u>								
		<u>1,083,727.29</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	797,310.40
EFT Payments	<u>286,416.89</u>
Total Payments	1,083,727.29



CITY COUNCIL AGENDA REPORT

DATE: August 1st, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPK

8-C

AGENDA ITEM: Accept Donation from Maple Tree Day School

ACTION TO BE CONSIDERED:

Adopt Resolution 2016 – 130 to accept a donation of \$615.00 to the City of South St. Paul from Maple Tree Day School.

OVERVIEW:

Maple Tree Day School is a child care and full day preschool provider operating in South St. Paul. Maple Tree Day School employs South St. Paul High School students during after school hours to assist in the care of children entrusted to them, and one of these students is also a South St. Paul Police Explorer. During the spring of 2016, the children attending Maple Tree Day School began raising funds as a project to benefit the community and those children have expressed a desire to direct these funds to support the mission of the South St. Paul Police Explorer program.

Maple Tree Day School is donating \$615.00 to the Police Department and the department intends to use these funds in support of the Explorer program.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-130

Accept Donation from Maple Tree Day School

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

WHEREAS, Maple Tree Day School is donating \$615.00 to the City to be used by the Police Department in furtherance of the Police Explorer Program.

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

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

1. The donation described above is accepted and shall be used by the Police Department in furtherance of the Police Explorer program.
2. The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 1st day of August, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: August 1, 2016

DEPARTMENT: Finance

ADMINISTRATOR: SPK

8-D

AGENDA ITEM: Accepting the Year Ended December 31, 2015 Audited Financial Reports

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-136 accepting Audited Financial Reports for 2015.

OVERVIEW:

At the close of each fiscal year, the City's chief financial officer must prepare a financial report covering the City's operations during that fiscal year. The report must use generally accepted accounting principles (GAAP) to present financial statements and disclosures that fully portray the City's financial position and the results of City operations.

In accordance with Minnesota Statutes Section 471.697, staff and Jim Eichten, CPA, Managing Partner with Malloy, Montague, Karnowski, Radosevich & Co., presented, reviewed, and discussed the 12/31/15 Audited Financial Reports (Comprehensive Annual Financial Report (CAFR), related Management Report, and Special Purpose Audit Reports) with the City Council at the July 25, 2016 Council worksession.

Staff recommends acceptance of the Audited Financial Reports for the year ending on 12/31/15 in accordance with Minnesota Statutes Section 471.697 sub.1(c) through adoption of Resolution 2016-136.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

Resolution No. 2016-136 Accepting the Year Ended 12/31/2015 Audited Financial Reports

WHEREAS, at the close of the fiscal year, the City's chief financial officer must prepare a financial report covering the city's operations during the preceding fiscal year, which must contain financial statements and disclosures that present the city's financial position and the results of city operations using generally accepted accounting principles (GAAP); and,

WHEREAS, in accordance with Minnesota Statutes Section 471.697 sub. 1(c), a copy of the audited financial statement, with any management letter or other written findings or comments by the auditor, must be provided to each City Council member and the mayor not later than 30 days after the report is required to be submitted to the State Auditor, and must also be presented at a scheduled meeting of the City Council prior to October 31 of the year in which the report is submitted to the State Auditor; and,

WHEREAS, individual copies of the audited financial statement, management letter and other written findings or comments were presented, reviewed and discussed by the Mayor and City Council during a regularly scheduled Worksession on Monday July 25, 2016; and,

NOW, THEREFORE, BE IT RESOLVED : the Mayor and City Council for the City of South St. Paul have reviewed and hereby accept the City's Audited Financial Statements and accompanying Management and Special Purpose Reports for the City's fiscal year ending December 31, 2015.

Adopted this 1st day of August, 2016.

City Clerk



City Council Agenda

Date: August 1, 2016

Department: Human Resources

Administrator: SPK

8-E

Agenda Item: Accept Letter of Resignation from Vicki Albu

Action to be considered:

Motion to accept letter of resignation from Vicki Albu, Office Specialist I with the South St. Paul Police Department. Vicki's last day of employment with the City is August 5, 2016. Additionally, authorize staff to begin hiring process for a replacement for the position of Office Specialist I.

Overview:

Vicki Albu has been an Office Specialist I with the City since February 17, 2015. Vicki submitted her letter of resignation on July 22, 2016, *attached*.

The Office Specialist I position is a regular part-time (.5 FTE) position within the Police Department. The Police Department staff three part-time Office Specialist I positions. With the departure of Ms. Albu, staff asks Council to authorize the recruitment process to fill the vacant position of Office Specialist I.

Source of Funds:

Police Department Budget

Vicki Albu
326 23rd Court South
South St. Paul, MN 55075
(651) 402-6805 cell
email valbu@comcast.net

July 22, 2016

Dear Jean Welle and Brianna Rosburg,

Please accept this letter as notice of my resignation from my Police Clerk position. My last day of employment will be Friday, August 5, 2016.

Thank you for the opportunity to serve the City of South St. Paul and its residents. I have tremendous respect and admiration for the work that is done by this organization, and I learned a lot. I appreciated working with the Department and our cohesive clerical team over the past year and a half. Thank you especially for the flexibility you afforded me in my work schedule.

I wish you and the Department all the best and if the need arises, you may reach me by email at valbu@comcast.net or call me at (651) 402-6805.

Sincerely,



Vicki Albu



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: Airport

ADMINISTRATOR: *SPK*

8-F

AGENDA ITEM: Approving Assignment of Lease (1895 Lysdale Lane) at the Fleming Field Airport to Freedom Airshows SBC.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-137 Approving Assignment of Lease at the Fleming Field Airport to Freedom Airshows SBC.

Overview:

The City Council is required to approve the transfer of leases at the airport. Mr. Eric Hynnek of Fleming Hangar II LLP entered into a Lease with the City of South St. Paul commencing on June 1, 2010 for Block 1, Lot 12, Airport Rearrangement 4th Addition, also known as 1895 Lysdale Lane, at the South St. Paul Municipal Airport.

Now, Mr. Eric Hynnek, wish to assign the tenant's interests in the Mr. Matthew Quy with Freedom Airshows SBC. The Assignee will assume the rights and obligations of the Lessee. Freedom Airshows SBC intends to use the hangar as for the non-commercial purposes of maintenance and storage of aircraft.

Source of Funds:

N/A

ASSIGNMENT OF LEASE

AGREEMENT Made as of July 27, 2016 between Fleming Hangar II LLP (“Assignor”) and Freedom Airshows SBC (“Assignee”)

RECITALS

1. Assignor, Fleming Hangar II LLP, as “Tenant”, entered into a ground lease with a commencement date of June 1, 2010 with the City of South St. Paul as “Lessor” for Block 1, Lot 12, Airport Rearrangement 4th Addition, at South St. Paul Municipal Airport (the Lease);
2. Assignor desires to assign, and Assignees desire to assume the rights, duties, and liabilities of lessee under the Lease, subject to the consent of the Lessor.

ASSIGNMENT

In consideration of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns the Tenant’s interest in the Lease to the Assignees effective July 27, 2016 for the balance of the term of the Lease, subject to the consent of the Lessor.

Assignees assume all rights and duties required of Assignor under the Lease, including all payments required thereby, and shall comply with all terms and conditions of the Lease and agree to be bound thereby. Assignees hereby take title to Tenant’s interest in the Lease as joint tenants and not as tenants in common.

IN WITNESS WHEREOF, the parties have executed the agreement (“Transfer of Lease”) as of the day and year above.

CONSENT OF LESSOR

The City of South St. Paul, Lessor in the Lease, consents to the above assignment by the Assignor to the Assignee, including the terms and conditions thereof.

CITY OF SOUTH ST. PAUL

By: _____
Its Mayor, and

By: _____
Its City Clerk

27 July 2016

TRANSFER OF LEASE

PURCHASER

Matthew Dennis Quay
Freedom Airshows SBC
13309 Coachford Ave
Rosemount, MN 55068

SELLER

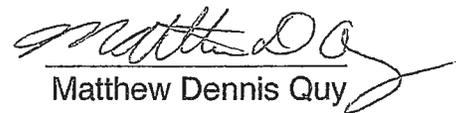
Eric Martin Hynnek
Flemming Hangar II
2179 River Road S.
Lakeland, MN. 55043

I, Mr Eric Martin Hynnek on 27 July 2016 transfer my rights to lease property on block 1 lot 12 at the South St Paul Airport. After transfer Mr Hynnek will no longer have any legal right to build or reside on block 1 lot 12.

In compensation for the rights to lease block 1 lot 12 the purchaser, Matthew Dennis Quay of Freedom Airshows SBC agrees to pay the ammount of one dollar (\$1.00), and other consideration. Purchaser also agrees to pay previous debt owed to the South St Paul KSGS airport. This debt is back rent for the years 2014 and 2015. Any other debts owed on this property are not covered in this agreement.

+2016
ma
EH

PURCHASER


Matthew Dennis Quay

27 July 2016
Date

SELLER


Eric Martin Hynnek
July 27 2016
Date

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-137

**APPROVING ASSIGNMENT OF LEASE AT
THE FLEMING FIELD AIRPORT TO
FREEDOM AIRSHOWS SBC**

WHEREAS, the City Council has reviewed and considered an assignment of the assignee's interest in that certain ground lease between, Fleming Hangar II LLP, as assignor, and Freedom Airshows SBC, assignee, with regard to the following described property:

Block 1, Lot 12, Airport Rearrangement 4th Addition

NOW, THEREFORE, RESOLVED, by the City Council of the City of South St. Paul, Minnesota, that the Assignment is approved, and the Mayor and City Clerk are authorized and directed to execute the assignor's consent to the Assignment, in the name and on behalf of the City.

Adopted this 1st day of August, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPKen

8-G

AGENDA ITEM: Approving Land Lease at Fleming Field with Thomas J. Biros and David C. Wolking

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-138 Approving Land Lease at Fleming Field with Thomas J. Biros and David C. Wolking.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for the Lot 8, Block 2, Airport Rearrangement, also known as 1625 Fairchild Lane in the North Hangar Area, with Thomas J. Biros and David C. Wolking 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 Thomas J. Biros and David C. Wolking 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. 2016-138

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH THOMAS J. BIROS AND DAVID C. WOLKING**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 8, Block 2, 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 1st day of August, 2016.

City Clerk

**AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE]**

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

AND

**THOMAS J. BIROS AND DAVID C. WOLKING
[TENANT]**

INDEX TO LEASE AGREEMENT

<u>Section</u>	<u>Heading</u>	<u>Page</u>
1	Lease	
2	Lease Term	
3	Lease Renewal	
4	Rent	
5	Use of Leased Premises	
6	Conduct of Operations	
7	Tenant's Commitment to Construction of Building	
8	Building Maintenance	
9	Insurance	
10	Indemnification	
11	Payment of Taxes and Other Charges	
12	Service and Utilities	
13	Tenant's Financing	
14	Right to Remove Building(s) at End of Lease Term	
15	Tenant's Right to Sublease or Assign	
16	Quiet Enjoyment	
17	Landlord's Operation of Airport	
18	Default by Tenant	
19	Waiver	
20	Legal Costs	
21	Lien on Tenant's Property	
22	Condemnation	
23	Destruction of Leased Premises	
24	Lease Amendments	
25	Binding on Successors	
26	Commitments to Federal or State Agencies	
27	Aircraft Registration	
28	Apron and Taxiway	
29	Signs	
30	Aviation Fuel	
31	Lease Subject to Government Deed Restrictions	
32	Hazardous Substances	
33	General Provisions	
34	Notices	
35	Data Practices Act	

36	Entire Agreement
37	Captions; Table of Contents
38	Counterparts
39	Governing Law
40	Conflict of Interest
41	Memorandum of Lease
42	Third Party Beneficiaries
43	Compliance with Laws and Regulations
44	Force Majeure
45	Non-Discrimination
46	Severability

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the _____ of _____, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **Thomas J. Biros and David C. Wolking** (“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 8, Block 2, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **4,200** 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 January 1, 2017 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

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

SECTION 4
RENT

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

- 4.3 The Annual Rent shall be adjusted upward as of the first day of March of each year (“Adjustment Date”) 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: Thomas J. Biros
9256 Stevens Ave S
Bloomington, MN 55420
Email: _____
Phone: 952-334-9640

David C. Wolking
2417 Hynes Ave N
Oakdale, MN 55128
Email: dcwolking@icloud.com
Phone: 651-398-6897

- 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:
Thomas J. Biros and David C. Wolking

By: _____
Name: Beth Baumann
Title: Mayor

By: _____
Thomas J. Biros

Attest:

By: _____
David C. Wolking

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
[Partnership]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Thomas J. Biros, partner.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

**Tenant Acknowledgment
[Partnership]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by David C. Wolking, partner.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
January 1, 2017 – December 31, 2017	0.264	\$1,108.80
January 1, 2018 – December 31, 2018	0.272	\$1,142.40
January 1, 2019 – December 31, 2019	0.280	\$1,176.00
January 1, 2020 – December 31, 2020	0.288	\$1,209.60
January 1, 2021 – December 31, 2021	0.297	\$1,247.40
January 1, 2022 – December 31, 2022	0.306	\$1,285.20
January 1, 2023 – December 31, 2023	0.315	\$1,323.00
January 1, 2024 – December 31, 2024	0.324	\$1,360.80
January 1, 2025 – December 31, 2025	0.334	\$1,402.80
January 1, 2026 – December 31, 2026	0.344	\$1,444.80

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

Notes

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



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: Airport

ADMINISTRATOR: *JDK*

8-H

AGENDA ITEM: Approve Amendment to the Right of First Refusal at Fleming Field with Boyd Johnson

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-139 approving an amendment to the Right of First Refusal with Boyd Johnson for Lot 7, Block 3, Airport Rearrangement 4th Addition.

Overview:

Boyd Johnson is considering leasing a lot in the West Hangar Area at the airport. Before he leases, he wants to finalize details and costs to build a new hangar. He would like to extend the deadline sixty (60) days while he does his due diligence in developing plans and specifications for the hangar. The Amendment to the Right of First Refusal agreement will modify the deadline by sixty (60) days, all other terms and conditions shall remain in full force and effect.

Source of Funds:

N/A

**AMENDMENT TO
RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN
THE CITY OF SOUTH ST. PAUL AND BOYD JOHNSON**

THIS AMENDMENT to Right of First Refusal (“Amendment”) is made and entered into effective as of the 1st day of August, 2016, by and between City of South St. Paul, a Minnesota municipal corporation (City), and Boyd Johnson (“Prospective Tenant”).

WHEREAS, the parties entered into a Right of First Refusal Agreement (the “Right of First Refusal”) on May 2, 2016, which Prospective Tenant desires to lease real property located at the South St. Paul Municipal Airport (Fleming Field) for the purpose of constructing and utilizing a hangar; and

WHEREAS, the real property subject to the Right of First Refusal between Landlord and Prospective Tenant is legally described in Exhibit A of the Agreement as Lot 7, Block 3, Airport Rearrangement 4th Addition, also known as 1811 Hinz Lane, hereafter referred to herein as the “Property;”

WHEREAS, the parties desire to extend the termination deadline of the Right of First Refusal by 60 days.

NOW, THEREFORE, in consideration of the obligations set forth herein, and for other good and valuable consideration, the parties recognize, acknowledge, and knowingly and voluntarily agree that:

1. The dates in ARTICLE 3 RIGHT TO LEASE in the Right of First Refusal are modified as follows:

Replace all occurrences of August 1, 2016 with September 30, 2016.

2. Except as modified by this Amendment, the Right of First Refusal shall remain in full force and effect and the parties do hereby agree, restate, and reaffirm the same. In the event that the terms of this Amendment conflicts with the terms of the Agreement, the Amendment shall prevail.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-139

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

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

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

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

Adopted this 1st day of August, 2016.

City Clerk



City Council Agenda Report
Date: August 1, 2016
Department: Community Affairs
Administrator: SPK

81

Agenda Item: Acceptance of Gifts to the City of South St. Paul from Union Pacific Railroad for the South St. Paul Mayor's Youth Task Force

Action to be considered:

Adopt Resolution #2016-141 to accept a donation from Union Pacific Railroad in the amount of \$15,000 to continue the work of the South St. Paul Mayor's Youth Task Force.

Overview:

The South St. Paul Mayor's Youth Task Force applied for and received a grant to be used for facilitate the work of the Task Force.

The City Council is required by State Law to accept any gifts or grants of property to the City of South St. Paul. The gifts and/or grants listed on the attached resolution have been offered to the City for the purpose desired by the donor set forth opposite each gift.

Source of Funds:

Proceeds have been directed to the Donation and Contribution Account established for the South St. Paul Mayor's Youth Task Force.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-141
RESOLUTION ACCEPTING FUNDS
FOR THE SOUTH ST. PAUL MAYOR'S YOUTH TASK FORCE

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South St. Paul, Minnesota, that the donations listed below are accepted for the purpose(s) desired by the donor set forth opposite each gift.

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
Union Pacific Railroad	\$15,000	SSP Mayor's Youth Task Force work

Adopted this 1st day of August 2016

City Clerk



City Council Agenda Report
Date: August 1, 2016
Department: Community Affairs
Administrator: SPK

8J

Agenda Item: Acceptance of Gifts to the City of South St. Paul from Boy Scout of America Troop #99 to the Fill the Backpack Campaign

Action to be considered:

Adopt Resolution #2016-142 to accept a donation from Boy Scout of America Troop #99 in the amount of \$150 to go towards the Fill the Backpack Campaign.

Overview:

Boy Scout Troop 99 received the unclaimed bikes that were declared surplus earlier this year. In return, the Troop made a donation to go towards the Fill the Backpack Campaign. This donation will be used to purchase needed items for the backpacks that will be distributed to students in need in the South St. Paul School District.

The City Council is required by State Law to accept any gifts or grants of property to the City of South St. Paul. The gifts and/or grants listed on the attached resolution have been offered to the City for the purpose desired by the donor set forth opposite each gift.

Source of Funds:

Proceeds have been directed to the Donation and Contribution Account established for the South St. Paul Fill the Backpack Campaign.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-142
RESOLUTION ACCEPTING FUNDS
FOR THE FILL THE BACKPACK CAMPAIGN

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South St. Paul, Minnesota, that the donations listed below are accepted for the purpose(s) desired by the donor set forth opposite each gift.

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
Boy Scout of America Troop 99	\$150	Fill the Backpack Campaign

Adopted this 1st day of August 2016

City Clerk



City Council Agenda Report

Date: August 1, 2016

Department: Community Affairs

Administrator: SPK

8K

Agenda Item: Acceptance of Gifts to the City of South St. Paul from Youth Service America (YSA) for the South St. Paul Mayor's Youth Task Force

Action to be considered:

Adopt Resolution #2016-143 to accept a donation from Youth Service of America (YSA) in the amount of \$400 to go towards the South St. Paul Mayor's Youth Task Force for a working with youth at the South St. Paul Farmers' Market.

Overview:

The South St. Paul Mayor's Youth Task Force received a supplemental grant to use at the South St. Paul Farmers Market engaging youth at the market with veggie activities and a cooking school. The goal is to bring more residents to the market.

The City Council is required by State Law to accept any gifts or grants of property to the City of South St. Paul. The gifts and/or grants listed on the attached resolution have been offered to the City for the purpose desired by the donor set forth opposite each gift.

Source of Funds:

Proceeds have been directed to the Donation and Contribution Account established for the South St. Paul Mayor's Youth Task Force.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-143
RESOLUTION ACCEPTING FUNDS
FOR THE SSP MAYOR'S YOUTH FORCE AND THE SSP FARMERS MARKET

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South St. Paul, Minnesota, that the donations listed below are accepted for the purpose(s) desired by the donor set forth opposite each gift.

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
Youth Service America (YSA)	\$400	SSP Farmers' Market

Adopted this 1st day of August 2016

City Clerk



City Council Agenda Report

Date: August 1, 2016
Department: Community Affairs
Administrator: SPK

8L

Agenda Item: Acceptance of Gifts to the City of South St. Paul from Mizpah Lodge #191 and Minnesota Masonic Charities for the Fill the Backpack Campaign

Action to be considered:

Adopt Resolution #2016-144 to accept donations from the Mizpah Lodge #191 in the amount of \$661 and Minnesota Masonic Charities in the amount of \$661 for a total of \$1,322 for the Fill the Backpack Campaign.

Overview:

Each spring the Mizpah Lodge #191 hosts a taco feed to raise funds to purchase backpacks for the Fill the Backpack Campaign. This year, over 500 tacos were sold and \$661 was raised. In addition, the Lodge requested matching funds from the Minnesota Masonic Charities and were awarded a match. Funds will go to purchase backpacks for the Fill the Backpack Campaign. This year, the goal will be 200 backpacks for the students in need in the South St. Paul School District.

The City Council is required by State Law to accept any gifts or grants of property to the City of South St. Paul. The gifts and/or grants listed on the attached resolution have been offered to the City for the purpose desired by the donor set forth opposite each gift.

Source of Funds:

Proceeds have been directed to the Donation and Contribution Account established for the Fill the Backpack Campaign.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-144
RESOLUTION ACCEPTING FUNDS
FOR THE FILL THE BACKPACK CAMPAIGN

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South St. Paul, Minnesota, that the donations listed below are accepted for the purpose(s) desired by the donor set forth opposite each gift.

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
Mizpah Lodge #191	\$661	Fill the Backpack Campaign
Minnesota Masonic Charities	\$661	Fill the Backpack Campaign

Adopted this 1st day of August 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

10-A

AGENDA ITEM: State of Minnesota/DNR Grant Amendment #4 for Flood Hazard Mitigation Measures/Levee Upgrades

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-131 RESOLUTION APPROVING AMENDMENT #4 TO GRANT AGREEMENT BETWEEN THE CITY AND STATE OF MINNESOTA.

OVERVIEW:

In 2011, the City received \$1.2 million in grant monies from the State of MN for upgrade of the City's levee/floodwall system. This is a 50/50 matching grant administered by the MN Dept. of Natural Resources. In November 2013, Amendment No. 1 to that grant agreement was processed. This amendment increased the amount of grant from \$1.2 million to \$2.4 million due to increased scope, complexity and rising construction costs. In October 2015, the City & State approved Amendment No. 2 which extended the deadline to complete the project to December 2016. In June of 2016, the City and State executed Amendment #3 which extended the deadline again. This time the deadline was extended to December 2017. The deadline extensions were primarily a result of a prolonged review time by the US Army Corps of Engineers in determining the proper type of improvement and its acceptability.

The end of the levee projects is now near. The City has awarded the next major project, the 66" pipe closure structure. The only remaining grant eligible project is the demolition of the old sewage plant building. Estimating all of the remaining engineering and construction work, it appears that the City will have about \$700,000 in costs over the amount currently covered by the grant. Therefore, the City as requested another grant amendment. This grant amendment will be in the amount of \$350,000 making for a total grant amount of \$2,750,000. This should adequately cover all anticipated engineering, construction, and demolition costs.

It is recommended that the City Council approve the attached Amendment #4 to the grant agreement with the State of Minnesota for an additional \$350,000.

SOURCE OF FUNDS:

The City share for the grant matching funds will come from the storm water utility, TIF monies or other sources as determined.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-131

**RESOLUTION APPROVING AMENDMENT NO. 4 TO A GRANT AGREEMENT
BETWEEN THE CITY AND THE STATE OF MINNESOTA**

WHEREAS, the City Council has reviewed and considered amendment No. 4 to the grant agreement between the City and the State of Minnesota, with respect to Flood Hazard Mitigation in South St. Paul and related matters (the “Amendment”);

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

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

Adopted this 1st day of August, 2016.

City Clerk

AMENDMENT NO. 4 for Grant Agreement #3000007237/33657

Grant Start Date: <u>10/13/2011</u>	Total Grant Amount: \$ <u>2,750,000.00</u>
Original Grant Expiration Date: <u>12/31/2013</u>	Original Grant: \$ <u>1,200,000.00</u>
Current Grant Expiration Date: <u>12/31/2017</u>	Previous Amendment(s) Total: \$ <u>1,200,000.00</u>
Requested Grant Expiration Date: <u>na</u>	This Amendment: \$ <u>350,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("State") and the City of South St. Paul, 125 3rd Avenue North, South St. Paul, Minnesota, 55075 (hereinafter the "Grantee").

Recitals

1. The State has a grant contract with the Grantee identified as #3000007237 ("Original Grant Contract") to provide funding for the administration, design, engineering, and construction of improvements to identified deficiencies in Grantee's existing flood protection system.
2. The State and the Grantee have agreed that additional money will be necessary for the satisfactory completion of the Agreement.
3. The State and the Grantee are willing to amend the Original Grant as stated below.

Grant Amendment

REVISION 1. Provision 1.0 AMOUNT OF GRANT, 1.1 STATE SHARE is amended as follows:

The State shall award the Grantee fifty percent (50%) of the total costs of the approved Project as identified in Section 2.1 (hereinafter "Project"), or ~~\$2,400,000.00~~ \$2,750,000.00, whichever is less, for the costs authorized herein. The total obligation of the State for all compensation and reimbursements to Grantee under this Grant shall not exceed ~~\$2,400,000.00~~ \$2,750,000.00.

Except as amended herein, the terms and conditions of the Original Grant and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Felicia Barnes

Date: 7/15/2016

Contract No. #3000007237 /33657

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Distribution: Agency
Grantee
State's Authorized Representative - Photo Copy

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



AGENDA ITEM: First Reading - Miniature Pigs

ACTION TO BE CONSIDERED:

Introduce for its first reading *An Ordinance Amending Chapter 15 Regarding Animals (Miniature Pigs)*.

OVERVIEW:

The City has received a request from a citizen that plans to move into South St. Paul and currently owns a miniature pig. Section 15-1 of the City Code defines domestic animals and farm animals as:

- **Domestic animals** mean those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, dove, pigeons, gerbils, hamsters, guinea pigs, domesticated rabbits, fish, nonpoisonous, nonvenomous and nonconstricting reptiles or amphibians, and other similar animals.
- **Farm animals** means those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chicken, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable.

Section 15-3 of the City Code states that it shall be illegal for any person to own, possess, harbor, or offer for sale any farm animals within the city limits.

Mini-Pigs Background Information

- Miniature Pigs are a miniature size of pig as recognized and registered by the American Mini Pig Association. These pigs are usually mixed with several breeds. It is very rare to find a purebred Vietnamese potbellied pig. Instead, today's pet pigs are mixed breeds or "mutts" often referred to as American Miniature Pigs. Miniature Pigs average in height from 12 to 18 inches and 50 to 150 pounds at maturity when they are 5 years old. Miniature Pigs are bred and sold as pets. Breeders focus on temperament, personality, size, and structural soundness avoiding genetic faults or aggression. These pigs are often used as Therapy Animals in hospitals, nursing homes and schools as Emotional Support Animals (ESA) due to their intelligence and bonds with their owners/families.
- Pigs are animals and do make noise as they communicate, just as all animals do. A well cared for pet pig should not cause any disruption to the neighborhood. High volume obnoxious sounds are more connected to commercial farm settings with many large

animals similar to a dog kennel or shelter. The noise of a pig can be compared to the noise of a dog, in that typically they are very quiet, but can raise their voice when they are hurt or scared and each is an individual with its own personality. A pig's most extreme squeal can reach 110 decibels, which is a very short burst of panic noise. Similarly, a dog kennel of barking dogs can reach 100-108 decibels of nonstop barking. Some things commonly heard in a neighborhood that are louder than a pig's brief squeal are a circular saw, chain saw, and firecrackers.

- Miniature Pigs have no body odor when they are spayed and neutered. They have very few functioning sweat glands, instead relying on water or mud to cool them off. The American Mini Pig Association recommends all pet pigs be spayed or neutered before 6 months of age.
- Pigs are affectionate, intelligent, excellent communicators, and very much loved as family pets across the world. These small pigs are very similar in size to a bulldog. Statistics vary by locality, but residents are far more likely to be bitten by a dog or cat in the neighborhood than a pet pig.
- Miniature Pigs are considered family pets with all the comforts and care that other family pets are given, including top notch nutrition and sanitary care. Companies have formulated a complete pelleted diet to meet the specific needs of Miniature Pigs. In addition to their pellets, Miniature Pigs often enjoy a daily salad of fruits and vegetables along with a few healthy snacks or treats such as popcorn or raisins. Miniature Pigs should never be fed garbage or waste scraps.

The proposed ordinance includes those items that were discussed at a recent City Council Worksession:

- Definition of a miniature pig which includes that at maturity the miniature pig is less than 20 inches in height and weighs less than 150 pounds
- A license will be required and proof of rabies vaccination at time of application
- All structures, pens, or yards must be maintained in a clean and sanitary condition, devoid of all rodents and vermin, and free from objectionable odors and animal waste.
- Running at-large prohibited
- Unlawful for an owner to: permit habitual barking or crying
- As with dogs, no more than one miniature pig, six months of age or older for each 2,500 square feet of lot area
- Shall be spayed or neutered
- The property has a fence
- Owner provides proof that a microchip has been implanted for identification
- The slaughtering of miniature pigs on residential property is prohibited

City of South St. Paul
Dakota County, Minnesota
Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 15
REGARDING ANIMALS

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 15, Sections 15-1 – 15-8 is hereby amended as follows:

Chapter 15 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 15-1. - Definitions.

For the purposes of this chapter, the terms defined in this section shall have the meanings given them:

Animal means any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as a part of the animal kingdom. Animals shall be classified as follows:

- (1) *Domestic animals* means those animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, dove, pigeons, gerbils, hamsters, guinea pigs, **miniature pigs** domesticated rabbits, fish, nonpoisonous, nonvenomous and nonconstricting reptiles or amphibians, and other similar animals. **Domestic animals does not include farm animals.**
- (2) *Nondomestic animals* means those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:
 - a. Any member of the large cat family (family felidae) including lions, tigers, cougars, bobcats, leopards and jaguars, but excluding commonly accepted domesticated house cats.
 - b. Any naturally wild member of the canine family (family canidae) including wolves, foxes, coyotes, dingoes, and jackals, but excluding commonly accepted domesticated dogs.

- c. Any crossbreeds such as the crossbreed between a wolf and a dog, unless the crossbreed is commonly accepted as a domesticated house pet.
 - d. Any member or relative of the rodent family including any skunk (whether or not descended), raccoon, squirrel, but excluding those members otherwise defined or commonly accepted as domesticated pets.
 - e. Any poisonous, venomous, constricting, or inherently dangerous member of the reptile or amphibian families including rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.
 - f. Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this subpart, including but not limited to bears, deer, monkeys and game fish.
- (3) *Farm animals* means those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chicken, turkeys), fowl (ducks, geese), swine (including Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch, or stable.

At large means off the premises of the owner and not under custody and control of the owner or other person, either by leash, cord, chain, or otherwise restrained or confined.

Bodily harm, pursuant to Minn. Stats. § 609.02 subd. 7, means physical pain or injury, illness, or any impairment of physical condition.

Cat means both the male and female of the felidae species commonly accepted as domesticated household pets, including ferrets.

Dangerous dog means a dog that:

- (1) Has when unprovoked, inflicted substantial bodily harm on a human being on public or private property;
- (2) Has killed a domestic animal without provocation while off the owner's property;
- (3) Has attacked one or more persons on two or more occasions; or
- (4) Has been found to be potentially dangerous and after the owner has personal knowledge of the same, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Dog means both the male and female of the canine species, commonly accepted as domesticated household pets.

Owner means any person or persons, firm, organization, department, association or corporation owning, possessing, keeping, having an interest in, harboring or having care, custody or control of an animal.

Maintenance costs means any costs incurred as a result of seizing an animal for impoundment, including but not limited to the capturing, impounding, keeping, treating, examining, securing, confining, feeding, boarding or maintaining seized animals, whether these services are provided by the city or the pound.

Miniature pig, also known as a mini pig, micro pig or tea cup pig, means a domesticated pig that at maturity is less than 20 inches in height and weighs less than 150 pounds.

Potentially dangerous dog means a dog that:

- (1) Has when unprovoked, inflicted a bite on a human or domestic animal on public or private property;
- (2) Has when unprovoked, chased or approached a person, including a person on a bicycle, upon the streets, sidewalks or any public or private property, other than the owner's property, in an apparent attitude of attack; or
- (3) Has a known propensity, tendency or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Proper enclosure means securely confined indoors or in a securely locked pen or structure suitable to prevent the animal from escaping and to provide protection for the animal from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only barriers which prevent the animal from exiting. The enclosure shall not allow the egress of the animal in any manner without human assistance. A pen or kennel for a dangerous dog shall meet the following minimum specifications:

- (1) A minimum overall floor size of 32 square feet.
- (2) Sidewalls shall have a minimum height of five feet and be constructed of 11-gauge or heavier wire. Openings in the wire shall not exceed two inches, support posts shall be one and one-fourth inch or larger steel pipe. The entire perimeter must have concrete footings one foot in depth and the support posts must be placed within the footings.
- (3) A cover over the entire pen or kennel shall be provided. The cover shall be constructed of the same gauge wire or heavier as the sidewalls and shall also have no openings in the wire greater than two inches.
- (4) An entrance/exit gate shall be provided and be constructed of the same material as the sidewalls and shall also have no openings in the wire greater than two inches. The gate shall be equipped with a device capable of being locked and shall be locked at all times when the dog is in the pen or kennel.

Provocation means an act that an adult could reasonable expect may cause an animal to attack or bite.

Substantial bodily harm, pursuant to Minn. Stats. § 609.02 subd. 7a, means bodily injury that involves a temporary but substantial disfigurement, or that causes a temporary but substantial loss or impairment of the function of any bodily member or organ or that causes a fracture of any bodily member.

Unprovoked means the condition in which an animal is not purposely excited, stimulated, agitated or disturbed.

Sec. 15-2. - Nondomestic animals.

It shall be illegal for any person to own, possess, harbor, or offer for sale, any nondomestic animal within the city limits. An exception shall be made to this prohibition for animals specifically trained for and actually providing assistance to the handicapped or disabled, and for those animals brought into the city as part of an operating zoo, veterinary clinic, scientific research laboratory, or a licensed show or exhibition.

Sec. 15-3. - Farm animals.

It shall be illegal for any person to own, possess, harbor, or offer for sale, any farm animals within the city limits, except temporarily in the general business district east of Trunk Highway No. 56 in a stockyard or farm produce establishment awaiting slaughter or transportation, or except as brought into the city as part of an operating zoo, veterinary clinic, scientific research laboratory, or a licensed show or exhibition, or as may be allowed under urban chicken regulations found in section 15-9.

Sec. 15-4. - Basic care.

All animals shall receive from their owners kind treatment, sufficient shelter, and sufficient food and water for their comfort.

- (a) *Proximity to certain uses.* A dove cote, dog kennel, rabbit warren, pigeon loft or other yard or establishment where small animals or fowl are kept must not be maintained closer than 50 feet from any apartment, hotel, restaurant, retail food store, building used for school, religious or hospital purposes, or residence other than occupied by the owner or occupant of the premises where the animals are kept. Except as may be allowed under backyard chicken regulations found in section 15-9.
- (b) *Keeping at residence.* A person may keep up to two rabbits, guinea pigs, dove, or pigeons that are more than four months old on any residential premises less than five acres within the city.
- (c) *Permit.* The city council may grant a special animal permit for more than the number of animals allowed pursuant to subsection 15-4(b) if:
 - (1) The person undergoes an inspection of the premises by the animal control officer;
 - (2) The person provides the city clerk with the names and addresses of all property owners within 75 feet of applicant's property so that they may be sent notice of the hearing, or provides the city clerk with a signed acknowledgement of the property

owners within 75 feet of the applicant's property stating that they have been informed of the council hearing date for such permit and that they have no objection to the granting of the special animal permit;

(3) After a hearing, the city council finds that no nuisance will be created and granting the special animal will not be detrimental to the health, safety and welfare of the public.

(d) *Cleaning animal shelters.* All structures, pens, or yards where animals or fowl are kept or permitted to be must be maintained in a clean and sanitary condition, devoid of all rodents and vermin, and free from objectionable odors and animal waste. The interior walls, ceiling, floors, partitions, appurtenances of all the structures must be properly maintained. The city, upon the complaint of any individual, will inspect any structure or premises and issue any order as may be necessary to carry out the provisions of this section.

Sec. 15-5. - Pound.

The city council shall designate an official city pound to which animals found in violation of this chapter shall be taken for safe treatment, boarding, confinement, and if necessary, for destruction.

Sec. 15-6. - Interference with officers.

No person shall in any manner hinder or interfere with any person authorized by the city council to discharge his or her duties under this section.

Sec. 15-7. - Number of dogs and miniature pigs limited.

There can be no more than one dog or one miniature pig, six months of age or older, for each 2,500 square feet of lot area ~~comprising the premises for the dog.~~

Sec. 15-8. - Number of cats limited.

There can be no more than four cats, six months of age or older on any residential premises within the city.

SECTION 2. ENACTMENT. South St. Paul City Code Chapter 15, Section 15-10 is hereby enacted as follows:

Sec. 15-10. – Miniature pig regulations

(a) *Keeping of miniature pigs on urban residential lots*

(1) *License required.* No person shall keep miniature pigs on any residentially zoned property within the city without first obtaining a license from the city pursuant to Chapter 15 Article II. The keeping of miniature pigs is limited to single family lots.

(2) *Conditions of a license.* No person shall keep or harbor a miniature pig without a license and no license will be issued or renewed unless the following conditions are met:

- a. The miniature pig shall be spayed or neutered and verification from a veterinarian licensed by the State of Minnesota or another state within the United States shall be provided.
- b. The property has a fence that will contain the miniature pig on the owner's property that is no less than 4 feet in height, with an enclosed area of no less than 250 sq. ft, in accordance with all zoning regulations.
- c. The owner provides proof that a microchip has been implanted in the miniature pig for identification. The name of the microchip manufacturer and identification number of the microchip must be provided to the city.
- d. The miniature pig is no greater than 20 inches in height or 150 pounds.

(b) *Slaughtering of miniature pigs prohibited.* The slaughtering of miniature pigs on residential property is prohibited.

Secs. 15-~~10~~11—15-20. - Reserved.

SECTION 3. AMENDMENT. South St. Paul City Code Chapter 15, Sections 15-21 – 15-23 is hereby amended as follows:

ARTICLE II. - LICENSING OF DOGS, ~~AND CATS~~ AND MINIATURE PIGS

Sec. 15-21. - License required.

It is unlawful for a person to own, harbor or keep a dog, ~~or~~ cat or miniature pig over the age of six months within the city unless the person has obtained a license for the dog or cat or miniature pig. An owner has 30 days after becoming a city resident to secure a license. In addition to these requirements, an owner of a dangerous dog shall comply with sections 15-61 through 15-69.

Sec. 15-22. - Application process.

(a) *Application.* Application for a separate license for each dog, ~~or~~ cat or miniature pig shall be made to the city clerk. The application must contain the following information:

- (1) Owner's name;
- (2) Owner's address;
- (3) Owner's phone number;
- (4) Name of ~~dog or cat~~ animal;
- (5) Breed of dog or cat;
- (6) Color of dog or cat;

- (7) Gender of ~~dog or cat~~ animal.
 - (8) Whether dog or cat is spayed or neutered.
- (b) *License fee.* No license may be issued for a dog or cat unless the owner pays the license fee, as established by the city council.
- (c) *Vaccination.* All dogs, ~~and~~ cats and miniature pigs kept, harbored, or maintained within the city shall be vaccinated by a licensed veterinarian for rabies, with a live modified vaccine and distemper. The owner must keep a certificate of vaccination ~~for the dog or cat~~ valid for the license term. Upon demand made by the city clerk, animal control officer or police officer, the owner shall present the required certificate of vaccination ~~for the dog or cat~~. In cases where certificates are not presented, the owner of ~~the dog or cat~~ shall have seven days in which to present the certificate to the city clerk, animal control officer or police officer.
- (d) *License term.* Except for dangerous dogs licenses, which are issued for a one-year term, all other dog, ~~and~~ cat and miniature pig licenses, including potentially dangerous dogs, are issued for a two-year term, beginning on January 1. There shall be no proration of the license fee if the application for a license is made after January 1.
- (e) *Tag description and duplicate fee.* Upon completion of a license application, submission of a certification of vaccination valid for the license term, and payment of the license fee, the city clerk shall issue a metallic tag, stamped with a number and expiration year of the license. Duplicate tags are available for a fee, as established by the city council.
- (1) *Tag to be worn.* Tags must be valid and securely fastened to the dog's or cat's chain or collar ~~or harness, in the case of a miniature pig,~~ at all times.
 - (2) *Nontransferable.* Licenses and tags are not transferable from one dog, ~~or~~ cat ~~or miniature pig~~ to another or from one owner to another.
 - (3) *Dangerous dog tags.* Dangerous dogs shall wear tags that comply with section 15-65.
- (f) *Refunds.* No refunds are available on a ~~dog or cat~~ license fee or tag for any reason, including but not limited to death of ~~a dog or cat~~ the animal or if the ~~dog or cat~~ animal moves from the city before expiration of the license term.

Sec. 15-23. - Exceptions.

The licensing provisions of this section shall not apply to dogs, ~~or~~ cats or miniature pigs whose owners are nonresidents temporarily within the city, ~~nor to dogs or cats who are~~ brought into the city for the purpose of participating in any ~~dog or cat~~ show, ~~nor to dogs or cats properly trained to assist the handicapped or disabled,~~ nor to hospitals, clinics and other premises operated by licensed veterinarians exclusively for the care and treatment of animals.

Secs. 15-24—15-34. - Reserved.

SECTION 4. AMENDMENT. South St. Paul City Code Chapter 15, Section 15-35 is hereby amended as follows:

ARTICLE III. - NUISANCES

Sec. 15-35. - Nuisances.

- (a) *Habitual barking or crying.* It shall be unlawful for any owner to keep an animal in the city that habitually barks or cries. Habitual barking shall be defined as barking or crying for repeated intervals of at least three minutes with less than one minute of interruption. Barking or crying must be audible off of the owner's premises.
- (b) *Damage to property.* It shall be unlawful for any owner's animal to damage any lawn, garden, or other property of another, whether or not the owner has knowledge of the damage.
- (c) *Sanitation.* The owner of any animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner whether on the owner's property, on the property of others or on public property.
- (d) *At large.* Except within the designated area at the city's off-leash dog park, it shall be unlawful for any dog, ~~or~~ cat or miniature pig to be at large, whether or not the owner is present. Dogs, ~~or~~ cats or miniature pigs must be continuously under restraint on a leash or harness not exceeding eight feet in length, and accompanied by a responsible person so as to be effectively restrained by such leash. Dogs, ~~or~~ cats or miniature pigs controlled by a leash or harness shall be permitted outside of the owner's property or on public land unless the city has posted an area with signs stating that ~~dogs and cats~~ such animals are prohibited.
- (e) *Attacks.* Unless exempted by section 15-73, it shall be unlawful for any owner's animal to inflict or attempt to inflict bodily harm or substantial bodily harm to any person or other animal whether or not the owner is present.
- (f) *Animals presenting an imminent danger to health and safety of city.* If, in the reasonable belief of the animal control officer or police officer, an animal presents an immediate danger to the health and safety of any person, or the animal is threatening imminent harm to any person, or the animal is in the process of attacking any person, the officer may immediately destroy the animal in a proper and humane manner. In the alternative, the officer may seize the animal and deliver it to the pound for confinement under section 15-46. If the animal is destroyed, a fee, as established by city council, shall be charged to the animal's owner. If the animal is found not to be a danger to the health and safety of the city, it may be released to the owner in accordance with subsection 15-49(b).
- (g) *Diseased animals.* No person shall keep or allow to be kept on his or her premises, or on premises occupied by them, nor permit to be at large in the city, any animal which is diseased so as to be a danger to the health and safety of the city, even though the animal is properly licensed under this section.

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

The ordinance establishes procedures for a resident to have miniature pigs within the city.

SECTION 3. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: COMMUNITY DEVELOPMENT-PLANNING

ADMINISTRATOR: JP/K

10-C

AGENDA ITEM: SSP Rod and Gun Club – Rifle Range Firing Shed CUP & Site Plans

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-140 approving the Conditional Use Permit for an accessory building (firing shed) for a rifle and pistol range and associated site plans for the property located at 600 Gun Club Road.

BACKGROUND:

The South St. Paul Rod and Gun Club (“Gun Club”) is located at the southeastern corner of the City and up against the western side of the Mississippi River. In 2002 a Conditional Use Permit (CUP) for a temporary levee was approved for the Gun Club property to provide flood protection. The temporary levee was amended by a 2010 CUP approval to establish a permanent barrier against flooding with more gradual slopes to make the sides of the berm easier to maintain. The berms were once again amended with a CUP approval from 2012 including berms with a 3:1 slope and a top height of 710 feet above sea level and with berms along the southern portion of the site separating shooting areas with 2:1 slopes and a top height of 720 feet above sea level. In 2015 the Gun Club received CUP approval to amend a section of the existing berming and to install a new section of berm inside of the previously approved perimeter berms; the amended berm sections and new berm would have heights of up to 25 feet (725 ASL) and provide separation between uses on the site for a proposed rifle range. The CUP dealt with the issue of the berming as the area proposed for the range was already within the Gun Club property and was already used for shooting. At the time the berming amendment was approved the applicants the proposal contemplated firing through concrete culvert structures where “no blue sky” would be visible firing through the culvert structures to ensure that projectiles stayed on site but no building was proposed. However, staff later found that the Gun Club brought in a semi-trailer to use as a make-shift firing structure with the culverts aligned with the firing stations cut into the side of the trailer. The trailer was not what was not approved by the Council, would not have been allowed as a temporary building, nor would it have met the building architectural standards. A copy of Minnesota Statute 87A regarding shooting ranges is attached which granted broad protection to existing shooting ranges including the ability to increase events and activities related to the primary activity of the site as a shooting range, as long as they comply with the NRA shooting range performance standards.

CURRENT REQUEST:

The Gun Club has submitted a plan that would replace the trailer/culvert structure with a permanent firing shed building and a system of baffles placed at intervals on the range. The Gun Club has hired the firm AECOM to design the firing shed and baffle range system and plans developed by AECOM have been included in the attached materials. The plans show that the firing shed building is proposed as a wood framed structure with a Fiber-Cement exterior. The structure would be fully enclosed on three sides with a knee wall on the side for the firing stations. The design shows baffles places at intervals to control the maximum bullet path from a standing or seated position.

PUBLIC HEARING:

A public hearing for the proposed CUP was held at the July 6, 2016 Planning Commission meeting. An Inver Grove Heights resident spoke in opposition to the proposal noting concerns about noise and the use being directly north of the planned Heritage Village Park in Inver Grove Heights. A South St. Paul property owner noted that noise was a concern and asked about the noise impacts of the proposed rifle range area. The City of Inver Grove Heights submitted a letter in opposition to the proposed direction of firing which would be oriented toward property in Inver Grove Heights which is planned for park development.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their July 6, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the proposed CUP for an accessory building over 200 square feet and associated site plans (4-0). Approval was granted subject to the conditions noted in the staff report to the Planning Commission with the addition of a condition that a handicapped accessible parking sign be installed at the beginning point of the paved trail leading to the rifle range advising users the availability of one ADA parking space. The Commissioners discussed the property to the south owned by the City of Inver Grove Heights and its proximity to the shooting range. The property is not currently developed; however, Inver Grove Heights has planned the area for a large community park.

SUBSEQUENT CORRESPONDENCE:

An Inver Grove Heights resident submitted an email in opposition to the proposed rifle range including concerns over noise and the direction of firing and proximity to the planned park. The City of Inver Grove Heights submitted another letter in opposition to the proposed CUP including the direction of firing, that the proposed site should meet the NRA range design standards, and concerns with regard to noise levels and a request to have noise testing.

STAFF RECOMMENDATION:

The staff recommendation is to approve the CUP request subject to the conditions of approval noted in Resolution 2016-140.

60-DAY REVIEW DEADLINE: August 2, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-140

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR AN ACCESSORY BUILDING (FIRING SHED)
FOR A RIFLE AND PISTOL RANGE AND ASSOCIATED SITE PLANS**

WHEREAS, the City received an application from the South St. Paul Rod and Gun Club for a Conditional Use Permit to allow for an accessory building (shooting enclosure) for a rifle and pistol range and associated site plans for the rifle range at 600 Gun Club Road, City of South St. Paul, Minnesota and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their July 6, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the CUP and site plans at their July 6, 2016 meeting; and

WHEREAS, the City Council has considered the application at its regular City Council meeting on August 1, 2016, reviewed the recommendation of the Planning Commission and evaluated all 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 CUP will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code.
3. Conditional Use Permit. The conditional use permit for an accessory building over 200 square feet (firing shed) and associated site plans for the rifle range is hereby approved 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:
- i) Application/Narrative (SSP Gun Club / Deeb) dated 06/03/2016
 - ii) Range and Firing Shed Plans (AECOM) dated 06/02/2016
- B) Prior to opening the rifle/pistol range for shooting, construction of the proposed firing shed, baffles, and other safety measures detailed on the signed plans by AECOM must be completed.
- C) Noise testing. The applicants shall have testing performed for current levels to determine compliance with State Statute 87A.05 regarding noise standards for the site. After opening the range the applicant shall have another round of noise level testing performed to verify that the site is still compliant with State Statute. The applicant shall provide the City with the reports detailing the noise testing performed on the site.
- D) Building Permits. 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.
- E) Compliance with Laws and Approvals. The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals including Minn. Stat. 87A and the best practices for NRA's shooting range performance standards.
- F) Parking Standards. A handicapped accessible parking sign shall be installed at the beginning point of the paved trail leading back to the rifle range advising users that there is only one ADA parking space at the rifle range and all other parking for the rifle range must use the main Gun Club parking lot.
- G) Bring Property into Compliance with City Code. The following items need to be addressed to bring the property into compliance with City Code.
- a. *A shooting trailer was installed at the rifle range and was located right behind the culvert structures but was not approved by the City Council and needs to be removed. This structure is also not compliant with the architectural standards required for buildings in that district.*
 - i. *The proposed firing shed and baffle system will replace the culvert structure that was previously proposed and installed. Therefore, the culverts that were installed will also need to be removed from the*

property.

- b. Underground electrical was run to the shooting trailer at the rifle range, this electrical work was done without an electrical permit and needs to be corrected.*
 - c. There are several large old culvert pipes that are sitting on the ground near the rifle firing shed site. These culverts need to be removed.*
 - d. The piles of debris, tree limbs/trunks on several piles around the site need to be cleaned up and removed.*
 - e. There are two storage pod units on the site that were not shown on any approved CUP/site plan. The pods need to be removed or the pods would require a CUP/IUP for this exterior storage on the site.*
 - f. Another shooting trailer was found on the site, this one for the 5-stand area and also was not part of an approved CUP/site plan and needs to be removed. In order to have a heated shooting building a more permanent structure, like the propose firing shed at the rifle range, will be needed.*
- H) Grading Plans Subject to City Engineer's Approval. All engineered grading plans and specifications are subject to the review and approval of the City Engineer. Any future filling or raising of berms could not have access through wetland areas. Also any future filling would need to be reviewed and approved by the City Engineer and SWCD and MPCA.
- I) Structure Compliance with Floodplain Regulations. The Firing Shed (accessory structure) shall be built to be compliant with Floodplain regulations including features such as adequately anchoring the structure to prevent floatation and shall be designed to equalize hydrostatic flood forces on exterior walls.
- J) Applicant is Responsible for Obtaining Approvals from other Agencies as Applicable. The Applicant is required to secure any required approvals from the State of Minnesota/MPCA, Army Corps of Engineers, and any other applicable governmental and regulatory agencies.
- K) Termination of the Conditional Use Permit. The Conditional Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the Conditional Use Permit. The violation of a condition of approval shall terminate the Conditional Use Permit. The property must be continually operated for use specified in the Conditional Use Permit to remain valid. If the property is not used for the use listed in this Conditional Use Permit for a period of 1-year then the Conditional Use Permit shall terminate.
- L) Review of the Conditional Use Permit. The Conditional Use Permit will be reviewed in approximately 1 year to determine compliance with the Conditional Use Permit.

Resolution No. 2016-140
August 1, 2016
Page 4 of 4

Adopted this 1st day of August, 2016

City Clerk

Exhibit A

PARCEL 1

An irregular shaped parcel of land East of intersection of the West line of said section & South boundary line of the City of South St. Paul, the point of beginning; continuing East along the South boundary line of the City of South St. Paul 950 feet, more or less, to a point of intersection with the centerline of an existing flood dike, northwesterly along the centerline of said dike 90 feet North 63 degrees West, 310 feet more or less, North 21 degrees along centerline 797 feet North 81 degrees West of said dike for a distance of 480 feet, more or less; North 23 degrees West, more or less, for a distance of 410 feet to a point of intersection Chestnut Street extended easterly; North 490 feet to North centerline Southwest $\frac{1}{4}$ West along North centerline to point of intersection with common boundary of tract of land conveyed to Midwest Railroad Property South along boundary to beginning, containing 11.37 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota
PIN 36-03500-58-010

PARCEL 2

An irregular shaped parcel of land, part of West $\frac{3}{4}$ of Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$ line East of Fol Des line commencing at a point 750 feet East of intersection West line of said section & the South boundary line of the City of South St. Paul, as measured along said line, the point of beginning continuing East along the South boundary line of the City of South St. Paul, 950 feet, more or less, to point of intersection with flood dike, northwesterly along the centerline of said dike for a distance of 90 feet; North 63 degrees West, more or less, along the centerline of said dike for a distance of 310 feet North, more or less, North 21 degrees West, more or less, along the centerline of said dike for a distance of 797 feet, more or less; North 81 degrees West, more or less, along the centerline of said dike for a distance of 480 feet, more or less; North 23 degrees West, more or less, for a distance of 410 feet to a point of intersection Chestnut Street extended easterly; North for a distance of 490 feet, more or less, to North line of the Southwest $\frac{1}{4}$, containing 10.61 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota
PIN 36-03500-57-010

PARCEL 3

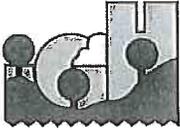
East $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$, containing 10.00 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota
PIN 36-03500-50-010

PARCEL 4

An irregular shaped parcel of land common boundary at Southeast corner of Lincoln Park North to North line of Lot 8 East to Mississippi River South along Mississippi River to point due East of beginning West to beginning, containing 15.36 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota
PIN 36-03500-55-010

PARCEL 5

Government Lot 9, containing 33.68 acres, more or less, Section 35, Township 28, Range 22, Dakota County, Minnesota
PIN 36-03500-51-010



City of Inver Grove Heights
Parks and Recreation Department
"Discover the Opportunities"

8055 Barbara Avenue • Inver Grove Heights, MN 55077 • Phone: 651-450-2585 • Fax: 651-450-2490 • www.invergroveheights.org

BY EMAIL ONLY

July 26, 2016

City of South St. Paul
Attn: Mayor Beth Baumann
125 Third Ave N
South St. Paul MN 55075

Subject: South St. Paul Rod & Gun Club Conditional Use Permit

Honorable Mayor Baumann:

I appreciate you giving the City of Inver Grove Heights an opportunity to comment on the Conditional Use Permit and Site Plan Review for the South St. Paul Rod & Gun Club (SSPRGC) that will be considered by the City Council on Monday, August 1, 2016. As you are aware, the Gun Club has noise impacts to residents in the area that live in both Inver Grove Heights and South St. Paul. Additionally, the SSPRGC operations potentially impact two public facilities in the area: Heritage Village Park, owned by the City of Inver Grove Heights, and the Mississippi River Regional Trail, owned by Dakota County.

Under Minnesota State Statute 87A, the SSPRGC operations are required to follow "best practices" established by the National Rifle Association's Range Source Book: A Guide to Planning and Construction. We kindly request that the South St. Paul City Council ensure that all of the necessary "best practices" are being followed and enforced.

Specifically, we request you consider that the following conditions are placed on the Conditional Use Permit and that they are in place and functioning properly before the range is allowed to be opened for use:

- We understand that a 25' berm is being constructed to help mitigate noise and to control ammunition from leaving the site. It is our understanding that the current berm being built has a 3:1 slope where a 1:1 slope is considered a best practice. Please require a 1:1 slope as a condition of approval.
- For public safety purposes, please require that any and all firing of all weapons are pointed away from Heritage Village Park and the Mississippi River Regional Trail as the public uses both the trail and park for recreational enjoyment and shouldn't have to be subject to stray ammunition leaving the site

- For public safety purposes, please require that there shall be no shooting of automatic or semi-automatic rifles at any time
- For public safety purposes, please require that the seven (7) proposed baffles are installed and function properly as proposed on the plan
- For public safety purposes, please require that the eyebrow, designed to catch ammunition, be installed on the end of the range and functioning properly as proposed on the plan
- Please require that the eco block wall be constructed to provide the maximum amount of sound absorption possible and functions properly as proposed on the plan
- Please require that the rifle shed be constructed to provide the maximum amount of sound absorption possible and functions properly as proposed on the plan
- Please require that the SSPRGC perform an independent noise evaluation conducted by a qualified engineering firm to ensure the site is in compliance with MN SS 87A.05 related to noise standards and require that the range cannot be used unless they are in compliance

We hope you will give consideration to our request so that the public that lives in the area, that uses the park and trail, and those that use the gun club are doing it as safely and responsibly as possible. Should you have any questions, please feel free to call me at 651.450.2507 or via email at gtourville@invergroveheights.org.

Sincerely,



George Tourville
Mayor
City of Inver Grove Heights

CC Inver Grove Heights City Council
Inver Grove Heights Parks & Recreation Commission
Joe Lynch – City Administrator
Steve Sullivan – Dakota County Parks

Peter Hellegers

From: KEITH JOYCE Owner <keith.joyce@centurylink.net>
Sent: Friday, July 08, 2016 2:01 PM
To: Beth Baumann
Cc: Peter Hellegers; Chris Esser; Steve King; jlynch@invergroveheights.org; gtourville@invergroveheights.org
Subject: Gun Club Expansion

Dear Mayor Baumann and City Council.

First of all let me express my utter disappointment that I and my neighbors have not been notified of the Gun Club's intent to expand. The negative effect the gun club has on neighboring properties is a much greater distance than that which would be considered normal or regular. As such a much greater area of notification should be used when changes are planned for the Gun Club and its property. At this time, it is my opinion that the process should be halted to allow for an expanded notification area.

Second, being sandwiched between the expanding Gun Club and a landfill that should have been closed years ago is not the most pleasant of circumstances. Any expansion of either is not acceptable to me. It is bad enough that on some summer days I have to close my windows due to the gun club noise. Noise that has simply slowly increased over the years. With any expansion I can see these times to become more frequent.

Third, added noise from increased use of the Gun Club will simply not enhance property values in the area. In fact if anything the added noise will cause some loss in property value.

Fourth, judging from the last drawings I have seen, the shooting direction of the expansion is completely unacceptable. As a former member of the Inver Grove Heights Parks and Recreation Advisory Commission and a huge proponent of Inver Grove Heights Heritage Village Park, the Gun Club noise in the park has always been of great concern. Now the Gun Club wants to expand and increase this noise, and it appears as if that noise will be directed at the park. As I said this is unacceptable.

Please share this letter with the rest of your City Council as well as having this letter included with any all of official information packets until this matter is resolved.

Thank you for your time,

Keith Joyce
5873 Concord Blvd.
Inver Grove Heights, MN 55076
651-246-7522

CC
Peter Hellegers - S. St. Paul City Planner
Chris Esser - S. St. Paul Parks & Recreation Director
Stephen P. King - S. St. Paul City Administrator
Joe Lynch - Inver Grove Heights City Administrator
George Tourville - Inver Grove Heights Mayor

CHAPTER 87A

SHOOTING RANGES

87A.01	DEFINITIONS.	87A.06	NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.
87A.02	SHOOTING RANGE PERFORMANCE STANDARDS; BEST PRACTICES.	87A.07	CLOSURE OF SHOOTING RANGES.
87A.03	COMPLIANT RANGES; AUTHORIZED ACTIVITIES.	87A.08	APPLICABILITY OF OTHER LAWS.
87A.04	MITIGATION AREA.	87A.09	PUBLIC SHOOTING RANGES; ACCESSIBILITY.
87A.05	NOISE STANDARDS.	87A.10	SHOOTING SPORTS FACILITY GRANTS.

87A.001 MS 2006 [Renumbered 15.001]

87A.01 DEFINITIONS.

Subdivision 1. **Applicability.** The definitions in this section apply to sections 87A.01 to 87A.08.

Subd. 2. **Person.** "Person" means an individual, association, proprietorship, partnership, corporation, club, political subdivision, or other legal entity.

Subd. 3. **Shooting range or range.** "Shooting range" or "range" means an area or facility designated or operated primarily for the use of firearms, as defined in section 97A.015, subdivision 19, or archery, and includes shooting preserves as described in section 97A.115 or any other Minnesota law.

Subd. 4. **Shooting range performance standards.** "Shooting range performance standards" means the best practices for shooting range performance standards identified in section 87A.02.

Subd. 5. **Local unit of government.** "Local unit of government" means a home rule charter or statutory city, county, town, or other political subdivision.

History: 2005 c 105 s 1; 2012 c 277 art 1 s 16

87A.02 SHOOTING RANGE PERFORMANCE STANDARDS; BEST PRACTICES.

Subdivision 1. [Repealed, 2012 c 277 art 1 s 91]

Subd. 2. **Best practices.** For purposes of this chapter, the November 1999 revised edition of the National Rifle Association's Range Source Book: A Guide to Planning and Construction shall serve as best practices for shooting range performance standards.

History: 2005 c 105 s 2; 2012 c 277 art 1 s 17

87A.03 COMPLIANT RANGES; AUTHORIZED ACTIVITIES.

Subdivision 1. **Authorized activities.** A shooting range that operates in compliance with the shooting range performance standards must be permitted to do all of the following within its geographic boundaries, under the same or different ownership or occupancy, if done in accordance with shooting range performance standards:

- (1) operate the range and conduct activities involving the discharge of firearms;

(2) expand or increase its membership or opportunities for public participation related to the primary activity as a shooting range;

(3) make those repairs or improvements desirable to meet or exceed requirements of shooting range performance standards;

(4) increase events and activities related to the primary activity as a shooting range;

(5) conduct shooting activities and discharge firearms daily between 7:00 a.m. and 10:00 p.m. A local unit of government with zoning jurisdiction over a shooting range may extend the hours of operation by the issuance of a special or conditional use permit; and

(6) acquire additional lands to be used for buffer zones or noise mitigation efforts or to otherwise comply with this chapter.

Subd. 2. Nonconforming use. A shooting range that is a nonconforming use shall be allowed to conduct additional shooting activities within the range's lawful property boundaries as of the date the range became a nonconforming use, provided the shooting range remains in compliance with noise and shooting range performance standards under this chapter.

Subd. 3. Compliance with other law. Nothing in this section exempts any newly constructed or remodeled building on a shooting range from compliance with fire safety, disability accessibility, elevator safety, bleacher safety, or other provisions of the State Building Code that have mandatory statewide application.

History: 2005 c 56 s 1; 2005 c 105 s 3

87A.04 MITIGATION AREA.

(a) Except for those uses, developments, and structures in existence or for which approval has been granted by October 1, 2005, or as provided in paragraph (b), no change in use, new development, or construction of a structure shall be approved for any portion of property within 750 feet of the perimeter property line of an outdoor shooting range if the change in use, development, or construction would cause an outdoor shooting range in compliance with this chapter to become out of compliance.

(b) A change in use, new development, or construction of a structure subject to this section may be approved if the person seeking the approval or, at the discretion of the governing body, the approving authority agrees to provide any mitigation required to keep the range in compliance with this chapter. The person requesting an approval subject to this section is responsible for providing documentation if no mitigation is required under this section. Failure to provide the documentation or any mitigation required under this section exempts the range from being found out of compliance with the shooting range performance and noise standards of this chapter with regard to the property responsible for the mitigation if the failure to provide the documentation or required mitigation is the sole basis for the range being out of compliance with the shooting range performance standards. Any action brought by the owner of the property against the range is subject to section 87A.06. With the permission of the range operator, any mitigation required under this section may be provided on the range property.

History: 2005 c 105 s 4

87A.05 NOISE STANDARDS.

Allowable noise levels for the operation of a shooting range are the levels determined by replacing the steady state noise L10 and L50 state standards for each period of time within each noise area's classification with a single Leq(h) standard for impulsive noise that is two dBA lower than that of the L10 level for steady state noise. The noise level shall be measured outside of the range property at the location of the receiver's activity according to Minnesota Rules, parts 7030.0010 to 7030.0080, as in effect on May 28, 2005. For purposes of this section, "Leq(h)" means the energy level that is equivalent to a steady state level that contains the same amount of sound energy as the time varying sound level for a 60-minute time period.

History: 2005 c 105 s 5

87A.06 NUISANCE ACTIONS; COMPLIANCE WITH SHOOTING RANGE PERFORMANCE STANDARDS.

A person who owns, operates, or uses a shooting range in this state that is in compliance with shooting range performance standards is not subject to any nuisance action for damages or equitable relief based on noise or other matters regulated by the shooting range performance standards. This section does not prohibit other actions.

History: 2005 c 105 s 6

87A.07 CLOSURE OF SHOOTING RANGES.

Subdivision 1. **Closure.** Except as otherwise provided in sections 87A.01 to 87A.08, a shooting range that is in compliance with shooting range performance standards and the requirements of sections 87A.01 to 87A.08 shall not be forced to permanently close or permanently cease any activity related to the primary use of the shooting range unless the range or activity is found to be a clear and immediate safety hazard by a court of competent jurisdiction. In any action brought to compel the permanent closure of any range in compliance with shooting range performance standards and this chapter, or to permanently cease any activity related to the primary use of the shooting range, there is a rebuttable presumption that the range or activity is not a clear and immediate safety hazard. If the shooting range provides evidence that the cause of a proven safety hazard can be mitigated so as to eliminate the safety hazard, the court shall not order the permanent closure of the range, or permanent ceasing of the activity found to be a clear and immediate safety hazard, unless the range operator fails to implement the necessary mitigation to remove the safety hazard by the date that is determined reasonable by the court.

Subd. 2. **Preliminary injunctions.** Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a probable clear and immediate safety hazard, or against any individual determined to be the probable cause of an alleged clear and immediate safety hazard, pending the final determination of the existence of the safety hazard.

Subd. 3. **Permanent injunctions.** A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also pose a safety hazard under this section.

History: 2005 c 105 s 7

87A.08 APPLICABILITY OF OTHER LAWS.

Subdivision 1. **Public safety laws; zoning.** (a) Nothing in this chapter prohibits enforcement of any federal law. To the extent consistent with this chapter, other state laws regarding the health, safety, and

welfare of the public may be enforced. To the extent consistent with this chapter, a local unit of government with zoning authority jurisdiction over a shooting range may enforce its applicable ordinances and permits. Nothing in this chapter shall supersede more restrictive regulation of days and hours of operation imposed by the terms and conditions of ordinances and permits that are in effect on May 28, 2005.

(b) If the operator of the shooting range shows evidence that the range can be brought into compliance with the applicable state law, local ordinance, or permit, the range may not be permanently closed unless the range operator fails to bring the range into compliance with the applicable law, ordinance, or permit under this section by the date that the court determines reasonable. Nothing in this section prohibits a court from granting a preliminary injunction against any activity determined to be a violation of a law, ordinance, or permit under this section or against any individual determined to be causing an alleged violation, pending the final determination of the existence of the violation.

Subd. 2. **Permanent injunctions.** A court may grant a permanent injunction only against a particular activity or person instead of permanently closing the range unless the court finds that the remaining operations also create a violation under this section.

History: 2005 c 105 s 8

87A.09 PUBLIC SHOOTING RANGES; ACCESSIBILITY.

(a) A publicly owned or managed shooting range located in the seven-county metropolitan area that is funded in whole or part with public funds must be available at least twice during the spring and twice during the summer for use by participants in a Minnesota Department of Natural Resources firearms safety instruction course under section 97B.015. The shooting range must be available during hours reasonable for youth participants. The range operator may charge a fee to cover any costs directly incurred from use required under this section, but may not charge a fee to offset costs for general maintenance and operation of the facility.

(b) This section does not apply to cities of the first class or a shooting range located on the same premises as a correctional or detention facility that holds or incarcerates offenders.

History: 2012 c 277 art 1 s 18

87A.10 SHOOTING SPORTS FACILITY GRANTS.

The commissioner of natural resources shall administer a program to provide cost-share grants to local recreational shooting clubs or local units of government for up to 50 percent of the costs of developing or rehabilitating shooting sports facilities for public use. A facility rehabilitated or developed with a grant under this section must be open to the general public at reasonable times and for a reasonable fee on a walk-in basis. The commissioner shall give preference to projects that will provide the most opportunities for youth.

History: 2014 c 290 s 13; 2014 c 312 art 13 s 18; 1Sp2015 c 4 art 4 s 40

Planning Commission Meeting Date: Wednesday, July 6, 2016		City of South St. Paul Planning Commission Report	PC Agenda Item: 4.A
---	---	--	-----------------------------------

Project Name:	SSP Rod and Gun Club – Rifle Range Firing Shed CUP		
Site Address:	600 Gun Club Road	PIDs: (multiple)	
Applicant(s):	SSP Rod and Gun Club		
Request:	Consider the request for a Conditional Use Permit for an accessory building (shooting enclosure) for a proposed rifle and pistol range and associated site plans		
Proceeding:	Public Hearing / Planning Commission Recommendation		
Tentative City Council Meeting Date:	July 25, 2016		
Deadline:	August 2, 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, previous approvals B. Correspondence from neighboring property owners - (none) C. Materials submitted by the applicant		

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Medium Performance Industrial	I: Industrial	(I) Dakota Bulk Terminal
South	Medium Performance Industrial	I: Industrial / P: Public/Institutional	(I) Gun Club / <i>Park (IGH)</i>
East	Mississippi River	N/A (Mississippi River)	Mississippi River
West	Railroad / Mixed-Use (<i>on Concord St.</i>)	Railroad / General Business	Railroad / Mostly residential / some commercial
Subject Property Site Data			
Future Land Use Plan	Medium Performance Industrial		
Existing Land Use	Industrial – Gun Club		
Zoning	I: Industrial		
Property Size	81.02 acres (3,529,231 square feet)		

Topography	Varies (generally low – floodplain area)
------------	--

ZONING SUMMARY:

Other Zoning Considerations	
Floodplain	Yes
Shoreland	Yes
MNRRRA	Yes
Utility easements	No

BACKGROUND

The South St. Paul Rod and Gun Club (Gun Club) is located at the southeastern corner of the City and up against the western side of the Mississippi River. The Gun Club was approved for a CUP for a temporary levee in 2002, a 2010 CUP was approved to amend the 2002 approval and establish a permanent barrier against flooding and with a more gradual slope to make the sides of the berm easier to maintain. Another CUP approval in 2012 included berms with a 3:1 slope and a top height of 710 feet above sea level and with berms along the southern portion of the site separating shooting areas with 2:1 slopes and a top height of 720 feet above sea level. In 2015 the Gun Club received CUP approval to amend a section of the berms inside of the previously approved berms to allow heights of up to 25 feet (725 ASL) and provides separation for a proposed rifle range. The CUP dealt with the issue of the berming as the area proposed for the range was already within the Gun Club property and was already used for shooting. At the time the proposal contemplated firing through culvert structures to ensure that everything stayed on site but no building was proposed. However, the Gun Club brought in a semi-trailer to use as a structure for firing from with culverts aligned with the firing stations. This was not what was proposed to the Council and would not have been allowed as a temporary building nor would it meet the architectural standards. The Gun Club has now submitted a plan that would replace the trailer with a permanent building that would be fully enclosed on three sides with only the side with the firing station having the openings. The culverts would be replaced with a different safety design: baffles set at different intervals so that bullets fired from standing or seated positions would not leave the site.

EVALUATION OF THE REQUEST

A. CONDITIONAL USE PERMIT

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

1. Zoning / Land Use

Accessory structures over 200 s.f., such as the proposed firing shed, require a Conditional Use Permit (CUP). In consideration of the CUP the Planning Commission will also need to make findings that proposed use will not have adverse impacts on adjacent uses or that potential impacts can be mitigated by the addition of conditions. Findings for the Commissions to consider are listed in the following section.

Standards for shooting ranges are outlined Minnesota Statutes Chapter 87A which states that the best practices are to follow the November 1999 revised edition of the National Rifle Associations' Range Source Book: A Guide to Planning and Construction.

2. Conditional Use Permit Findings:

As a Conditional Use the Planning Commission needs to evaluate the proposal and determine that the proposed use will not cause adverse impacts on adjacent properties and the area of the proposed use. Accordingly the Planning Commission will need to make findings as part of the evaluation of the proposed use. The following findings should be made to consider approval of any proposed Conditional Use Permit:

- ✓ *The proposed conditional use conforms to the general purpose and intent of the zoning code.*
- ✓ *The conditional use will not substantially diminish or impair property values within the neighborhood, and in consideration of this question the comparison of the use shall be with respect to uses that are permitted without a Conditional Use Permit in the district which the use is located.*
- ✓ *The conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district affected.*
- ✓ *Adequate utilities, access roads, streets, drainage, and other necessary facilities have been provided.*
- ✓ *Adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.*

3. Architectural Standards / Building Design

The proposed firing station building is a timber frame building with almost exclusively fiber cement siding. Fiber cement siding is a Class III material in the architectural standards and the standards for the area of the SSP Gun Club allows up to 75% of the exterior material to be Class I, II or III with no more than 25% of the exterior as Class IV or V. The Code also states that Industrial properties that have visibility from public ways or adjacent parcels should have at least 75 of those walls a Class I or II materials but properties with limited public exposure may use combinations of Class II, III, IV or V materials with no more than 10% of the exterior being a Class V material. The proposed building is relatively isolated and will be located behind a berm on three sides so none of the sides is truly visible from public ways or adjacent parcels, therefore the proposed exterior materials would be in line with the architectural standards.

Additionally, while the property is protected by berms it still has potential to be impacted by flooding. Therefore the property should include openings on the lower portion of the building that can help diminish hydrostatic pressure on the structure in the event of a flood.

4. Parking Standards

An ADA parking space is proposed next to the firing shed to accommodate ADA users of the proposed rifle range. No other parking is proposed at the site and would therefore be reliant on parking in the existing SSP Gun Club lot and walking to the site via a paved trail. Staff recommends installing a sign at the beginning point of the paved trail leading back to the rifle range which could advise users that there is only the 1 ADA parking space would be available there and all other parking would need to be in the main lot.

The existing SSP Gun Club site has a large parking area that would appear to have enough parking to accommodate the proposed use. However, if an expansion of the lot were to become necessary then the parking surface would need to be upgraded to an approved paved surface to meet City requirements. In regard to the number of spaces required by Code there is no specific standard for gun clubs but Commercial Recreation would appear to be the most appropriate:

Commercial recreation: one space per each two employees plus one space for each three persons that may be accommodated at any one time based upon maximum design capacity.

5. Correspondence from Neighboring Property Owners

Since approval of the additional height for the berming around the proposed rifle range there have been several questions from the public about the direction of firing and how the SSP Gun Club would be ensuring that bullets do not leave the site. The proposal from last year included adding onto the height of the berms to raise the elevation so that there would be a 25 foot elevation difference from the top of the berm to the firing area. The applicants also stated that people using the range would be firing through culvert structures so that they would only be able to see the berms with “no blue sky” visible from a firing position. The proposed firing shed and baffle system would replace that culvert structure.

Staff also received a letter from the Parks Department of the City of Inver Grove stating that they were not opposed to the expansion of the SSP Gun Club in general but requested that there be no aiming or firing in the direction of the Inver Grove Heights park that is directly south of the Gun Club site or the regional trail that runs west and south of the Gun Club site.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has reviewed the application and determined that the application is consistent with the Conditional Use findings (see p.3-4 of this report), then staff would recommend the following conditions for a recommendation for approval:
- **(Step 1) Findings:** The Planning Commission would need to include findings (see the section above) that the proposed Conditional Use would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions.

- (Step 2) Recommendation for Approval: Approval of the **Conditional Use Permit** to allow an accessory building over 200 s.f. and associated site plans for the rifle range, 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/Narrative (SSP Gun Club / Deeb)	dated 06/03/2016
b) Range and Firing Shed Plans (AECOM)	dated 06/02/2016
 - 2) Prior to opening the rifle/pistol range for shooting, construction of the proposed firing shed, baffles, and other safety measures detailed on the signed plans by AECOM will need to be completed.
 - 3) **Building Permits.** 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) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
 - 5) **Bring Property into Compliance with City Code.** The following items need to be addressed to bring the property into compliance with City Code.
 - a) *A shooting trailer was installed at the rifle range and was located right behind the culvert structures but was not approved by the City Council and needs to be removed. This structure is also not compliant with the architectural standards required for buildings in that district.*
 - i. *The proposed firing shed and baffle system will replace the culvert structure that was previously proposed and installed. Therefore the culverts that were installed will also need to be removed from the property.*
 - b) *Underground electrical was run to the shooting trailer at the rifle range, this electrical work was done without an electrical permit and needs to be corrected.*
 - c) *There are several large old culvert pipes that are sitting on the ground near the rifle firing shed site. These culverts need to be removed.*
 - d) *The piles of debris, tree limbs/trunks on several piles around the site need to be cleaned up and removed.*
 - e) *There are two storage pod units on the site that were not shown on any approved CUP/site plan. The pods need to be removed or the pods would require a CUP/IUP for this exterior storage on the site.*
 - f) *Another shooting trailer was found on the site, this one for the 5-stand area and also was not part of an approved CUP/site plan and needs to be removed. In order to have a heated shooting building a more permanent structure, like the propose firing shed at the rifle range, will be needed.*

- 6) **Grading Plans Subject to City Engineer's Approval.** All engineered grading plans and specifications are subject to the review and approval of the City Engineer. Any future filling or raising of berms could not have access through wetland areas. Also any future filling would need to be reviewed and approved by the City Engineer and SWCD and MPCA.
- 7) **Structure Compliance with Floodplain Regulations.** The Firing Shed (accessory structure) shall be built to be compliant with Floodplain regulations including features such as adequately anchoring the structure to prevent floatation and shall be designed to equalize hydrostatic flood forces on exterior walls.
- 8) **Applicant is Responsible for Obtaining Approvals from other Agencies as Applicable.** The Applicant is required to secure any required approvals from the State of Minnesota/MPCA, Army Corps of Engineers, and any other applicable governmental and regulatory agencies.
- 9) **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the Conditional Use Permit. The violation of a condition of approval shall terminate the Conditional Use Permit. The property must be continually operated for use specified in the Conditional Use Permit to remain valid. If the property is not used for the use listed in this Conditional Use Permit for a period of 1-year then the Conditional Use Permit shall terminate.
- 10) **Review of the Conditional Use Permit.** The Conditional Use Permit will be reviewed in approximately 1 year to determine compliance with the Conditional 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.

- **Recommendation for Denial:** Denial of the proposed **Conditional Use Permit** to allow an accessory building over 200 s.f. and associated site plans for the rifle range for the following reasons:

1) _____

STAFF RECOMMENDATION

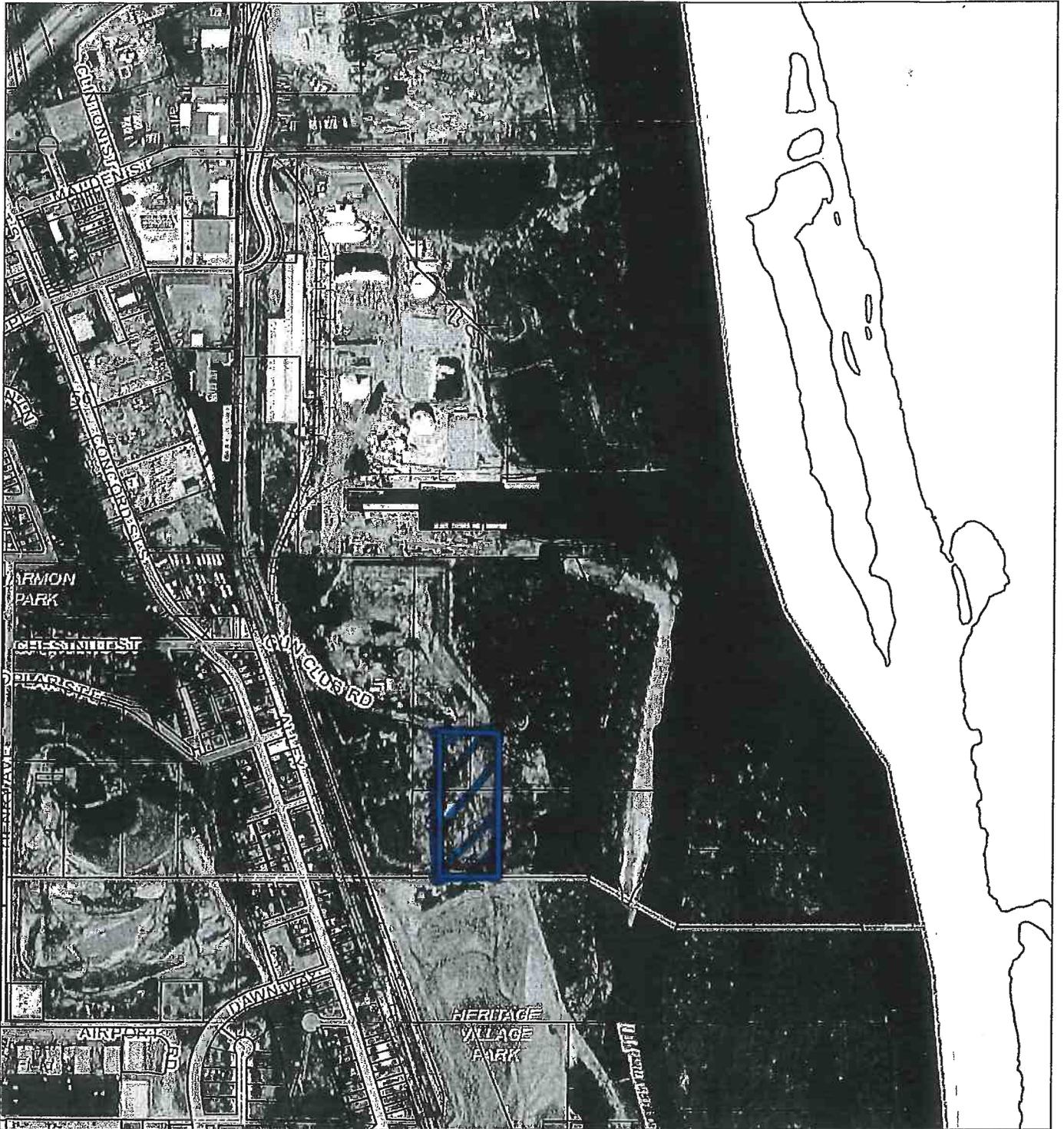
Staff recommends **approval** of the proposed CUP for the property located at 600 Gun Club Road, subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

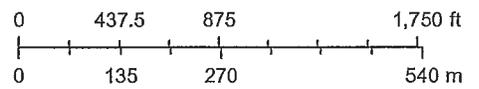
Peter Hellegers, City Planner

SSP Gun Club - Pistol / Rifle Range Area



June 17, 2016

1:9,600



Property Information





City of Inver Grove Heights
Parks and Recreation Department
"Discover the Opportunities"

B₁

8055 Barbara Avenue • Inver Grove Heights, MN 55077 • Phone: 651-450-2585 • Fax: 651-450-2490 • www.invergroveheights.org

June 30, 2016

BY EMAIL ONLY

City of South St. Paul
Attn: City Planner
125 Third Ave N
South St. Paul MN 55075

Subject: South St. Paul Rod and Gun Club Conditional Use Permit

Mr. Peter Hellegers

I appreciate you giving the City of Inver Grove Heights an opportunity to comment on the Conditional Use Permit and Site Plan Review for the South St. Paul Rod and Gun Club that will be reviewed on Wednesday, July 6, 2016.

The property is adjacent to the City of Inver Grove Heights and impacts two public facilities in the area:

- Mississippi River Regional Trail (MRRT) – owned and operated by Dakota County
- Heritage Village Park (HVP) – owned and operated by the City of Inver Grove Heights

The South St. Paul Rod and Gun Club has been a good neighbor and we do not object to their expansion but would request the following condition(s) be placed on the CUP:

- No aiming or shooting of firearms should be in the direction of the MRRT or HVP

Please let me know if you have any questions or concerns by contacting me at 651.450.2587 or via email at ecarlson@invergroveheights.org.

Sincerely,

Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights

CC Mayor and City Council
Inver Grove Heights Park & Recreation Commission
Joe Lynch – City Administrator
Tom Link – Community Development Director
Steve Sullivan – Dakota County Parks
Chris Esser – South St. Paul Parks & Recreation

32

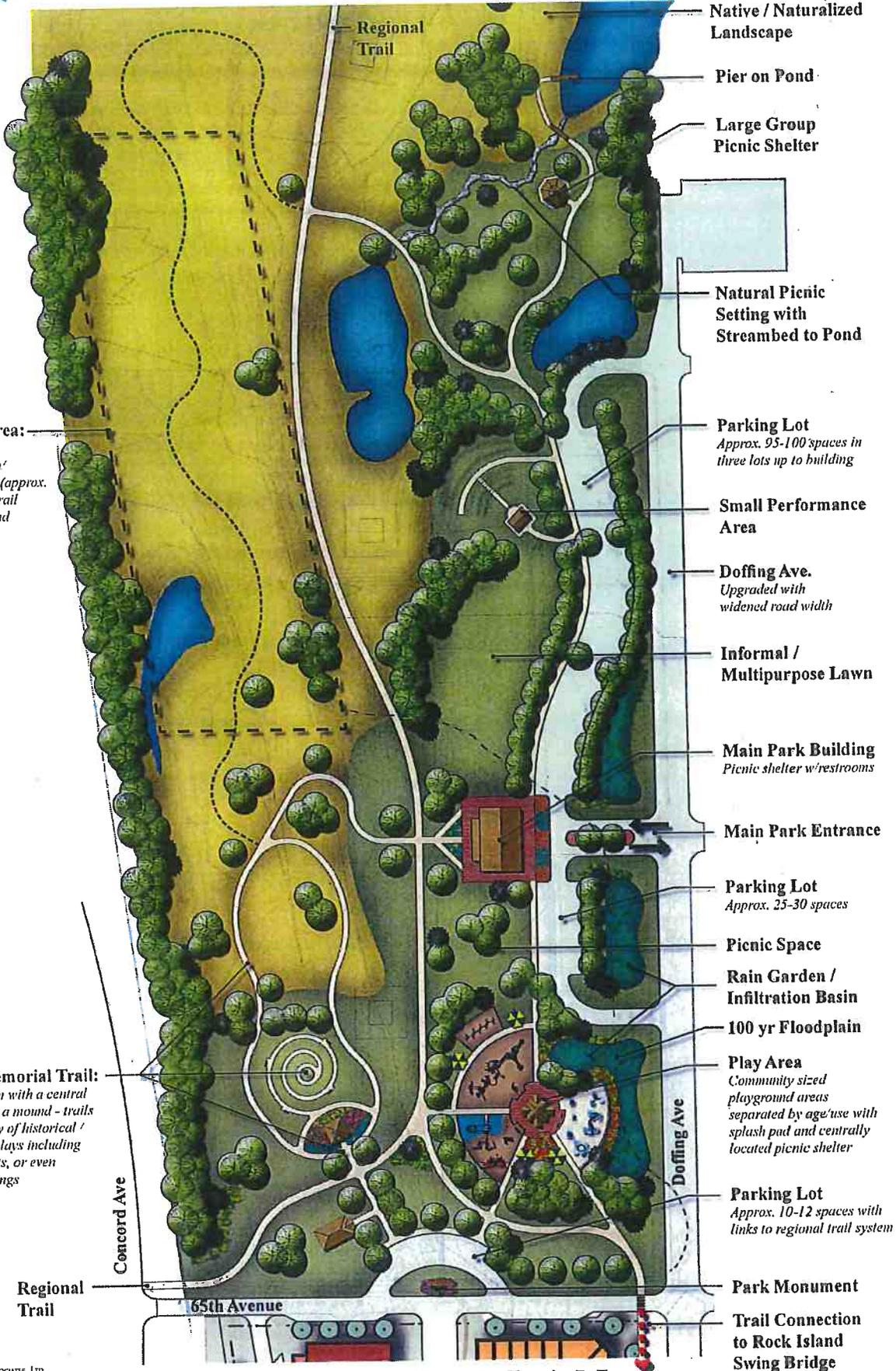


Heritage Village Park ON THE MISSISSIPPI RIVER



Infiltration Area:
Land set aside for stormwater system's infiltration basins (approx. 3 acres) - nature trail could possibly wind through this area

Heritage Memorial Trail:
Trail loop system with a central path rotating up a mound - trails contain a variety of historical / interpretive displays including signage, artifacts, or even historical buildings



BRUNER & ASSOCIATES, LTD.
Landscape Architects
781 East Avenue South - Suite 100
Memphis, TN 38103
Tel: 901-521-4133
Fax: 901-521-0233

MASTER PLAN

6/3/2016

The South St. Paul Rod and Gun Club has been operating since 1935. We currently have 700+ members with an additional 500+ high school trap shooters that participate in shooting leagues. Over the last four years we have worked with the city and received approval to import fill to build and increase the height of our surrounding berms. In July 2015 we were granted a second approval for the importation and regrading of soils to form the space for an outdoor rifle/pistol range. At this time that range is has not been opened. Since that approval we have had Frattalone Companies shape our existing area and as of May 2016 start the importation of additional fill. We have also hired AECOM Engineering to produce a range design which is being submitted at this time.

The provided set of plans show the design of the permanent shooting enclosure, safety baffles, bullet traps, and sand backstops to be installed in the shooting range. The shooting enclosure will have full walls on the north, east and west sides of the building and a partial wall up to the height of the shooting benches on the south side. The shooting tables are to be set back into the building as shown. This accompanied with the finished sides of the building will greatly reduce the noise experienced outside of the range. The baffles are specifically designed such that no bullet can be fired off of the range. As shown no matter the height of which a bullet is fired downrange it will impact the baffles or the berm. Built into the berms are the bullet traps. These insure that when the bullets impact the berm that they are not able to bounce up and over the top of the berm.

The range when it is fully implemented will consist of fifteen 6' wide lanes that can be used by either rifle or pistol shooters. It will be operated seven days a week from 9am to dusk. The range will have at least one full time range officer during hours of operation with them overseeing the maximum of 15 shooters. This expansion will add 8-12 employees to our operation minimally.

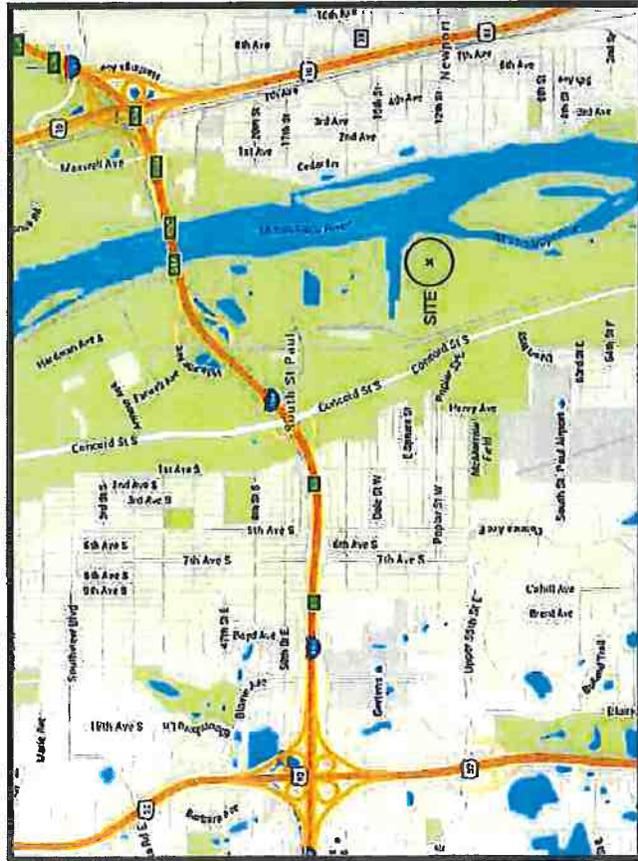
This expansion will help us generate the revenue to continue the process of additional soil importation to further our flood protection and isolate our noise impact on the surrounding properties.

SOUTH SAINT PAUL ROD & GUN CLUB

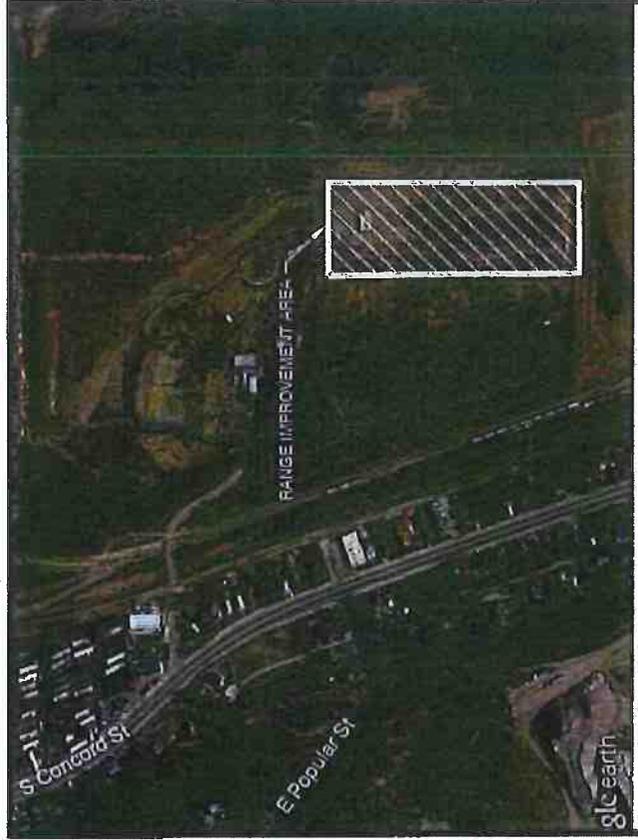
600 GUN CLUB ROAD SAINT PAUL, MINNESOTA

RANGE IMPROVEMENTS

DRAWING INDEX	
01	COVER SHEET
02	DESIGN CRITERIA, GENERAL NOTES AND ABBREVIATIONS
03	EXISTING SITE PLAN
04	SITE DEVELOPMENT PLAN
05	CIVIL AND STRUCTURAL NOTES
06	FIRING LINE CROSS SECTIONS
07	FIRING LINE SHED FOUNDATION PLAN
08	FIRING LINE SHED ROOF FRAMING PLAN
09	FIRING LINE SHED TYPICAL SECTIONS AND DETAILS
10	BERM SECTIONS
11	ECOLOGY BLOCK WALL AND BULLET TRAP SECTIONS AND DETAILS
12	CONCEPT RIFLE EYEBROW
13	CIVIL DETAILS



VICINITY MAP
N15

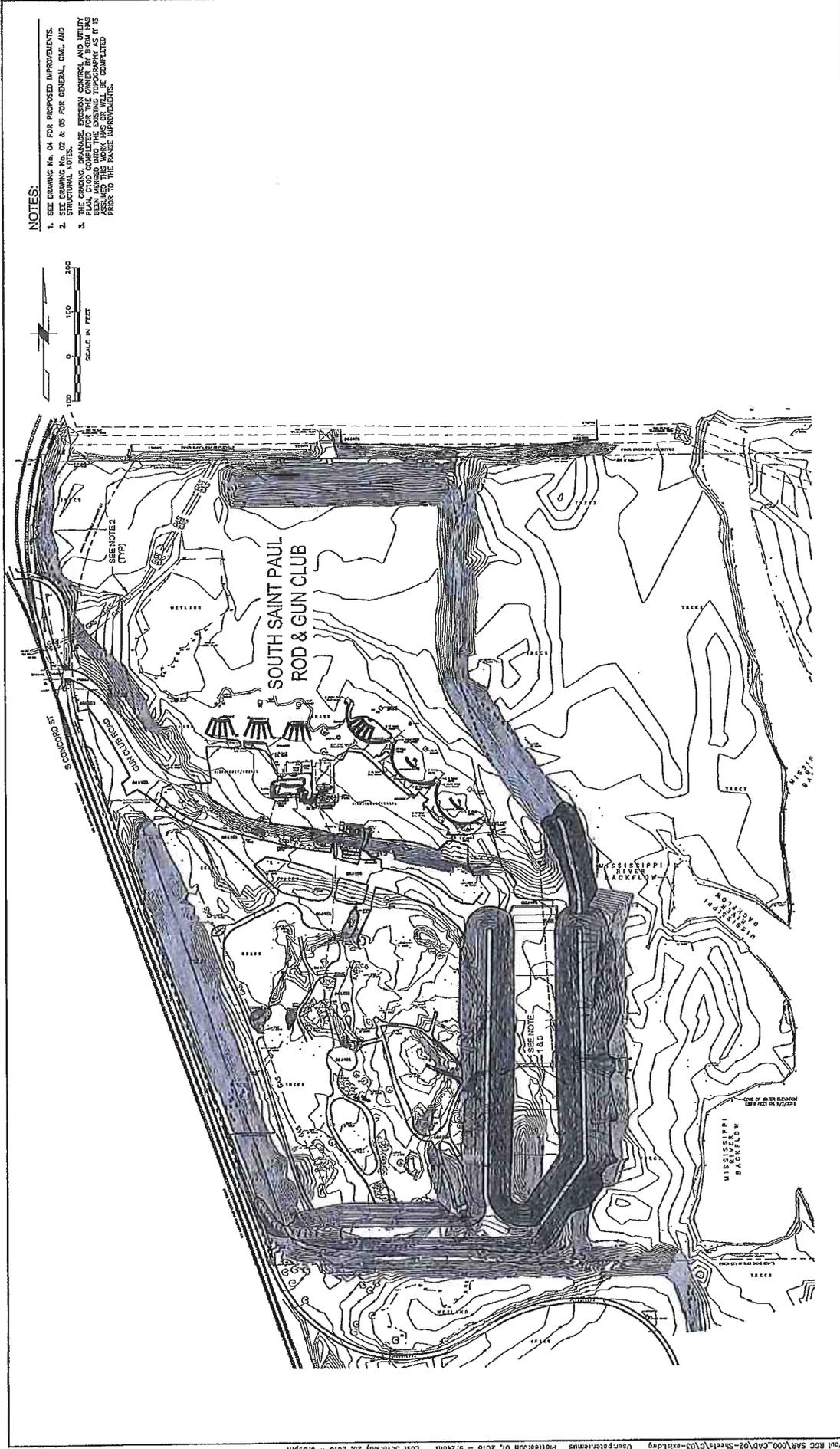


SITE PLAN
N15

PRELIMINARY NOT FOR CONSTRUCTION	JOB NO.	60484412	DESIGNED BY	PS	PROJ. ENGINEER	MJT
	SCALE	AS NOTED	DRAWN BY	JC	APPROVED BY	SK
NO.	DATE	BY	CHK	DATE	BY	REVISION
1	05/22/15	SK	DEF. FINAL REVIEW			
DAKOTA COUNTY, MN 600 GUN CLUB ROAD SAINT PAUL, MINNESOTA						
AECOM 111 SW Columbia, Suite 500 Portland, Oregon 97201-5814 (503) 503-2222-7200 (503) 503-2222-4922 www.aecom.com						
SOUTH SAINT PAUL ROD AND GUN CLUB PROJECT COVER SHEET						
DRAWING NUMBER		01				
GDD FILE NUMBER		01-Cover				
SHEET		1 of 13				
REV.		B				

2

CA

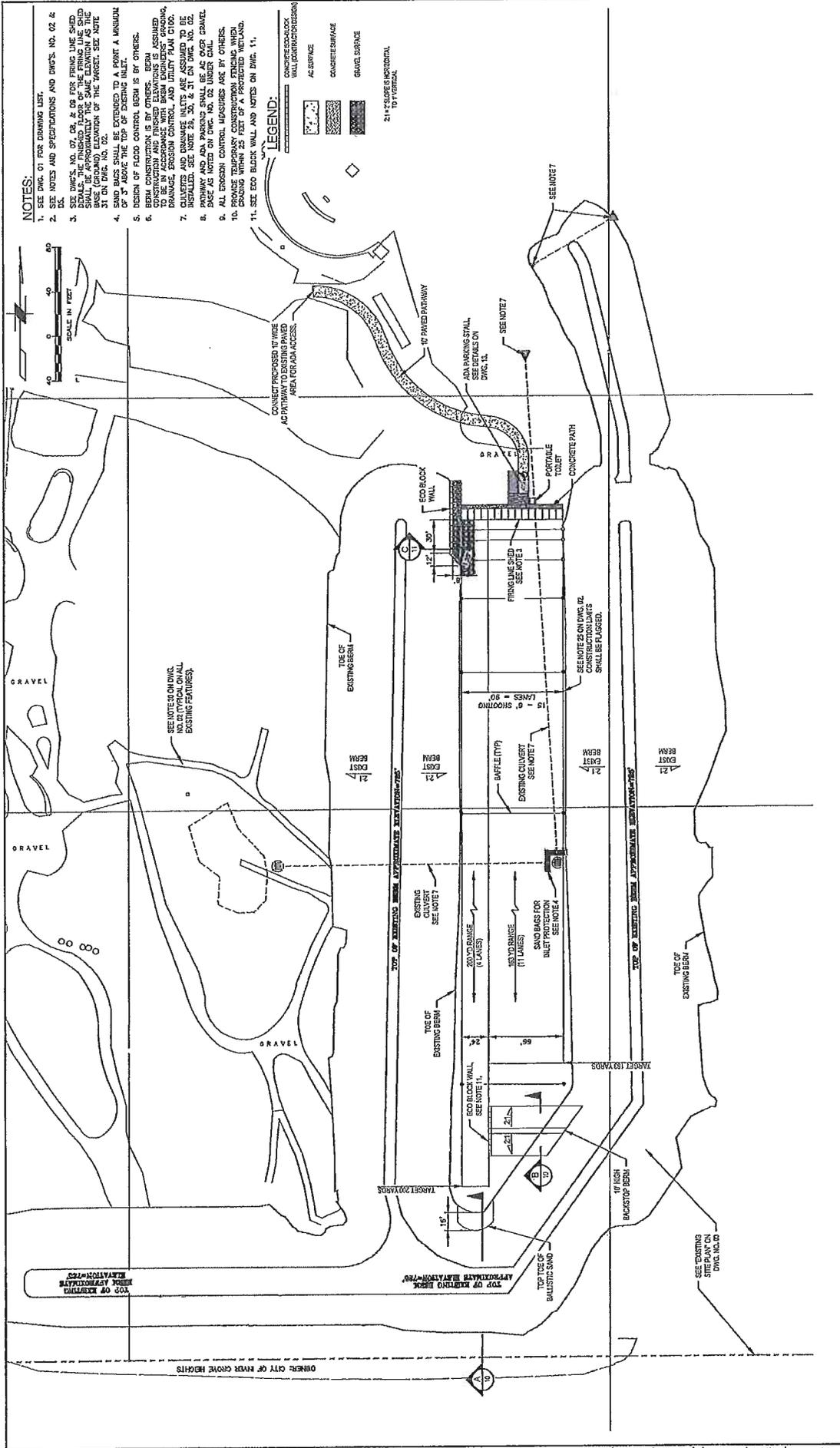


- NOTES:**
1. SEE DRAWING NO. D4 FOR PROPOSED IMPROVEMENTS.
 2. SEE DRAWING NOS. D7 & D5 FOR GENERAL CIVIL AND SANITARY WORK.
 3. THE EXISTING DRAINAGE, EROSION CONTROL, AND UTILITY PLAN, CROD COMPLETED FOR THE OWNER BY BIRDA HAS BEEN REVIEWED AND FOUND TO BE ACCURATE. IT IS ASSUMED THAT THIS WORK HAS OR WILL BE COMPLETED PRIOR TO THE RANGE IMPROVEMENTS.

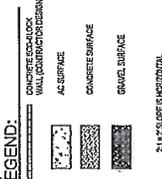
<p>PRELIMINARY NOT FOR CONSTRUCTION</p>		<p>JOB No. 60884412 SCALE AS NOTED</p>	<p>DESIGNED BY: PS DRAWING BY: JD CHECKED BY: MLT</p>	<p>PROJ. ENGINEER: MLT</p>	<p>DAKOTA COUNTY, MN</p>		<p>SOUTH SAINT PAUL ROD AND GUN CLUB PROJECT</p>	
					<p>600 GUN CLUB ROAD SAINT PAUL, MINNESOTA</p>		<p>EXISTING SITE PLAN</p>	
<p>DATE: 06/02/18 BY: SK</p>	<p>DATE: JUNE 2015 BY: MLT</p>	<p>APPROVED BY: SK</p>	<p>APPROVED BY: SK</p>	<p>PROJ. NUMBER: 03</p>	<p>CAD FILE NUMBER: 03-exist</p>	<p>SHEET: 1 OF 13</p>	<p>REV.:</p>	<p>B</p>

AECOM
 111 SW Columbia, Suite 1650
 Portland, OR 97201
 (503) 253-2700
 (503) 253-2700
 www.aecom.com

CS

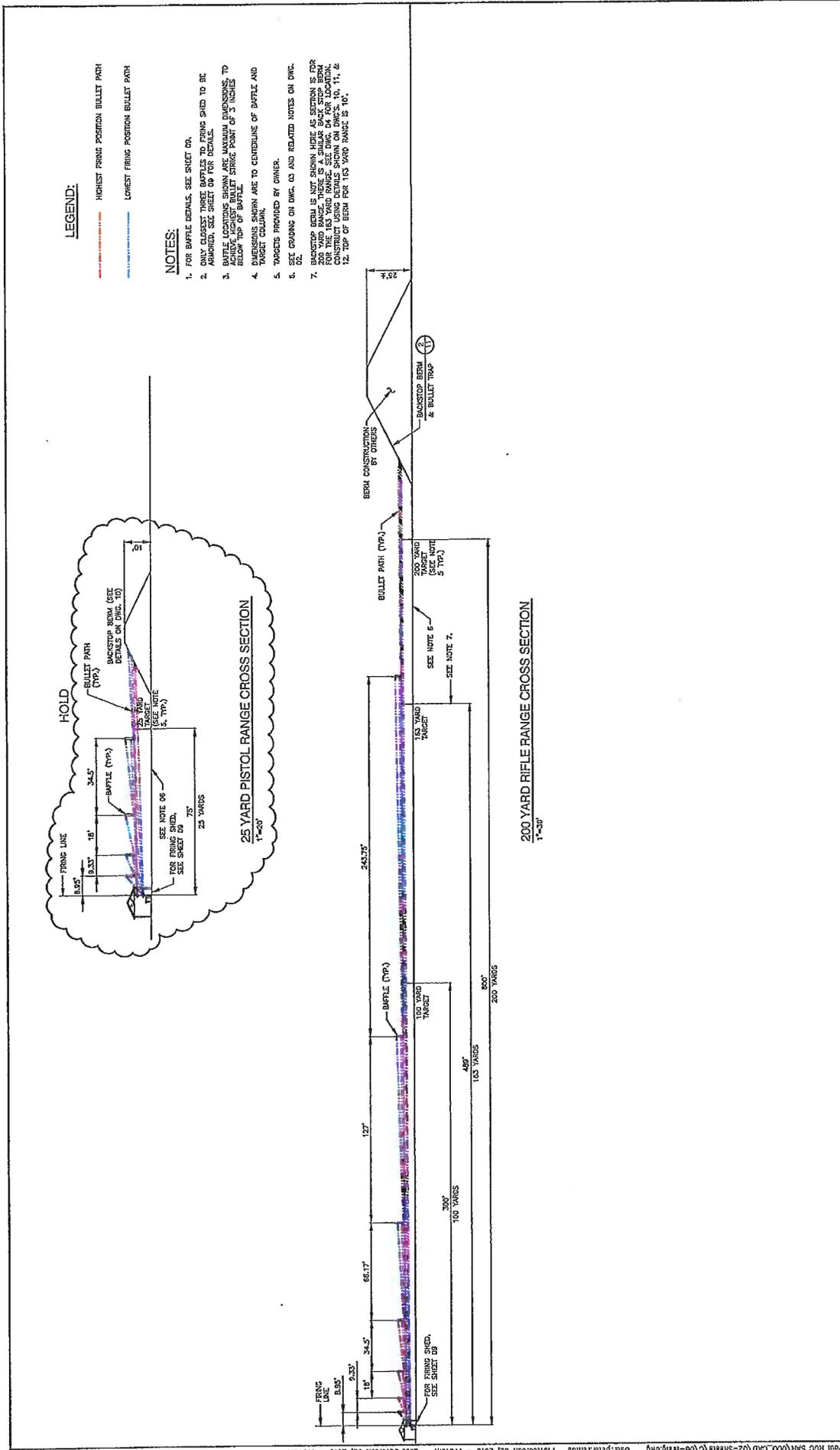


- NOTES:**
1. SEE DWG. 01 FOR DRAWING LIST.
 2. SEE NOTES AND SPECIFICATIONS AND DWGS. NO. 02 & 03.
 3. DWGS. NO. 07, 08, & 09 FOR FINING LINE SHED DETAILS. THE FINISHED FLOOR THE FINING LINE SHED SHALL BE APPROXIMATELY THE SAME ELEVATION AS THE FINING LINE SHED ON DWG. NO. 02. SEE NOTE 31 ON DWG. NO. 02.
 4. SAND BAGS SHALL BE EXTENDED TO A POINT A MINIMUM OF 3' ABOVE THE TOP OF EXISTING INLET.
 5. DESIGN OF FLOOD CONTROL BERM IS BY OTHERS.
 6. DESIGN OF CONCRETE WALL WITH CAST-IN-PLACE REINFORCING TO BE IN ACCORDANCE WITH BRSM ENGINEERS' RECORDS, DRAWINGS, DESIGN CONTROL, AND UTILITY PLAN (C/D). SEE NOTE 28, 29, 30, & 31 ON DWG. NO. 02.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2012 IBC. SEE NOTE 28, 29, 30, & 31 ON DWG. NO. 02.
 8. PATHWAY AND ADA PARKING SHALL BE AS OVER GRAVEL SURFACE AS NOTED ON DWG. NO. 02 UNDER CHIL.
 9. ALL EROSION CONTROL MEASURES ARE BY OTHERS.
 10. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE 2012 IBC. SEE NOTE 28, 29, 30, & 31 ON DWG. NO. 02.
 11. SEE ECO BLOCK WALL AND NOTES ON DWG. 11.



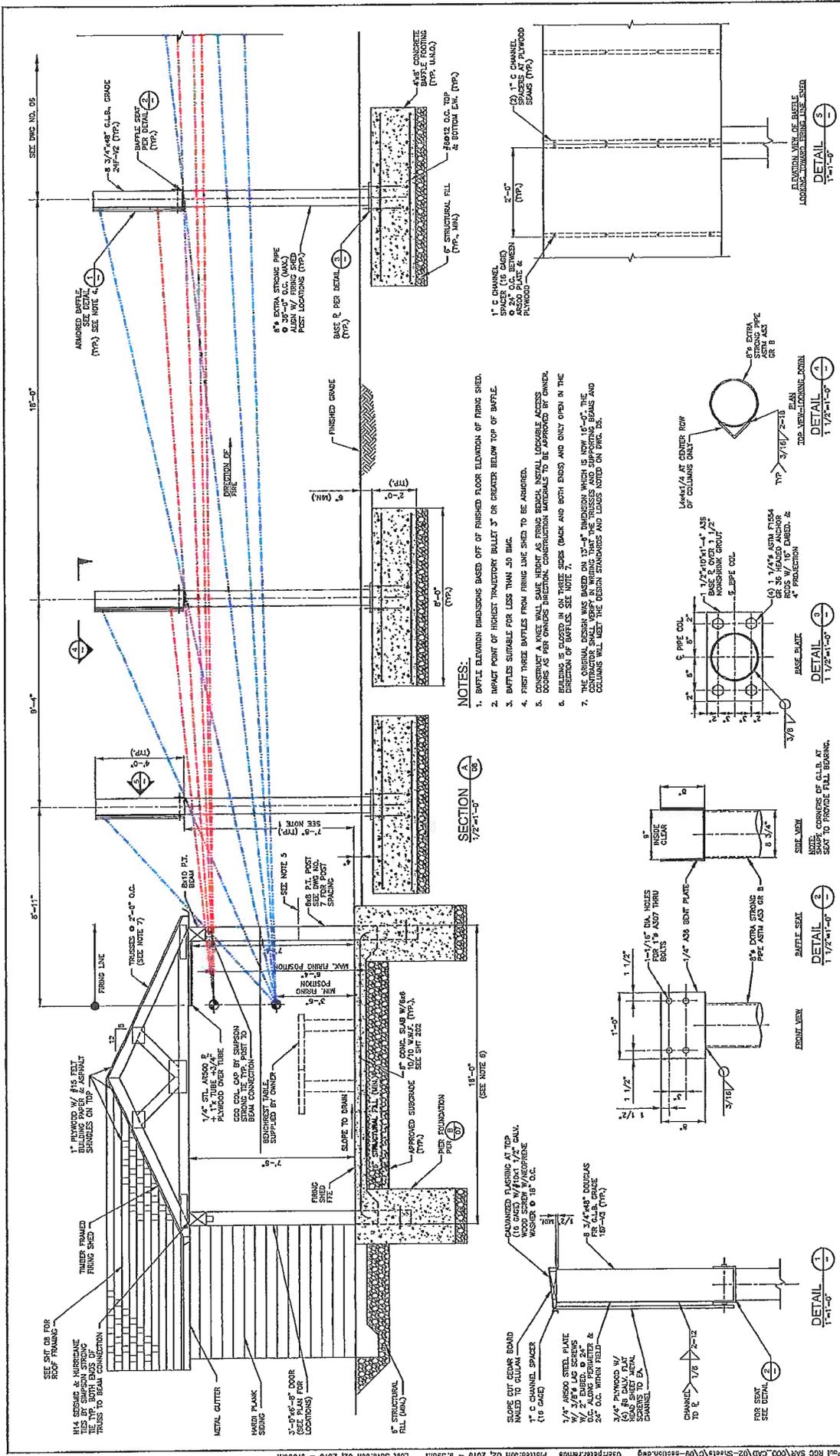
PRELIMINARY NOT FOR CONSTRUCTION		JOB NO. 60484412	DESIGNER FS	PHIL. CHANGES MLT	DAKOTA COUNTY, MN		SOUTH SAINT PAUL-ROD AND GUN CLUB PROJECT	
		SCALE AS NOTED	DRAWN BY JD	APPROVED BY SK	800 GUN CLUB ROAD		SITE DEVELOPMENT PLAN	
		AS NOTED	CHECKED BY MLT	DATE JUNE 2010	SAINT PAUL, MINNESOTA		DRAWING NUMBER 04	
					111 SW Columbia Suite 1500 Portland, Oregon 97201-5814 (tel) 503-222-7200 (fax) 503-222-4232 www.aecom.com		SAP FILE NUMBER 04-SITE	
							SHEET 4 OF 13	
							REV. C	
							DATE BY	
							REVISION	

5



PRELIMINARY NOT FOR CONSTRUCTION		JOB No. 6064412	DESIGNER: PS	PERM. ENGINEER: SK	SOUTH SAINT PAUL ROD AND GUN CLUB PROJECT FIRING LINE CROSS SECTIONS		DRAWING NUMBER: 06
SCALE AS NOTED		DRAWN BY: JS	CHECKED BY: MLT	APPROVED BY: SK	DATE: JUNE 2010	CAD FILE NUMBER 06-FIRING	SHEET: 6 OF 13
No. DATE	BY	SK. FOR FINAL REVIEW	DATE	DATE	DATE	REV.	B
AECOM 111 SIX CORNERS, SUITE 600 FORTUM CENTER, 5201-5814 (651) 535-2320 (651) 535-2224-8232 WWW.AECOM.COM		DAKOTA COUNTY, MN 600 GUN CLUB ROAD SAINT PAUL, MINNESOTA					

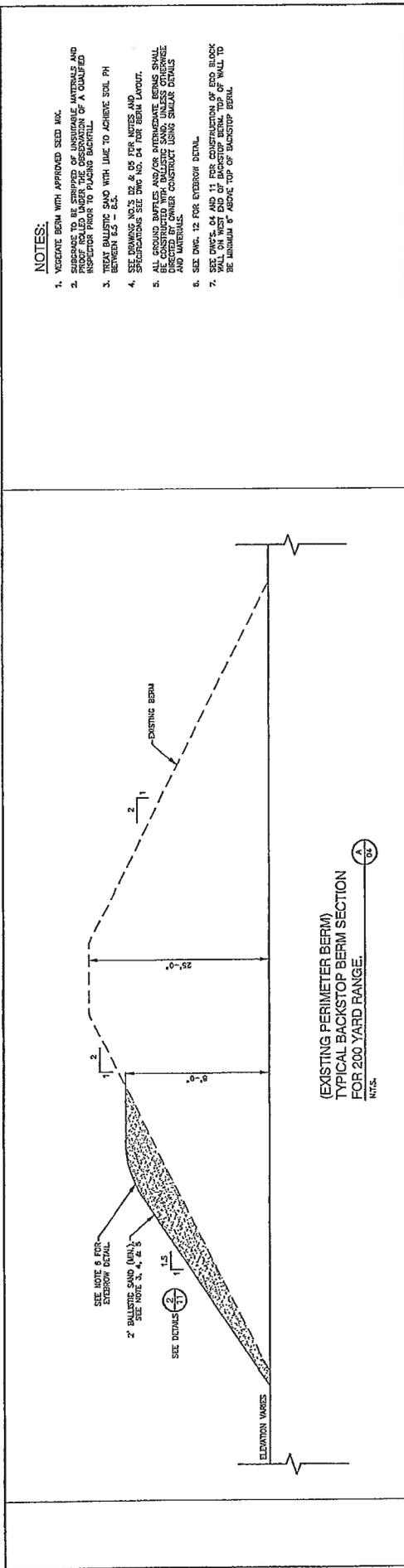
910



- NOTES:**
1. Baffle elevation dimensions based off of finished floor elevation of firing shed.
 2. Impact point of highest trajectory bullet 3' or greater below top of baffle.
 3. Baffles suitable for less than 50 mg.
 4. First three baffles from firing line shed to be anchored.
 5. Consider a knee wall same height as firing shed. Install lockable access doors as per change directional construction methods to be provided by owner.
 6. Dimensions of baffle are 12'-0" x 12'-0" x 12'-0".
 7. The structural design was based on 12'-0" dimensions which is 12'-0" x 12'-0" x 12'-0". The structural design shall verify in writing that the trusses and supporting beams and columns will meet the design standards and loads noted on DWG. 02.

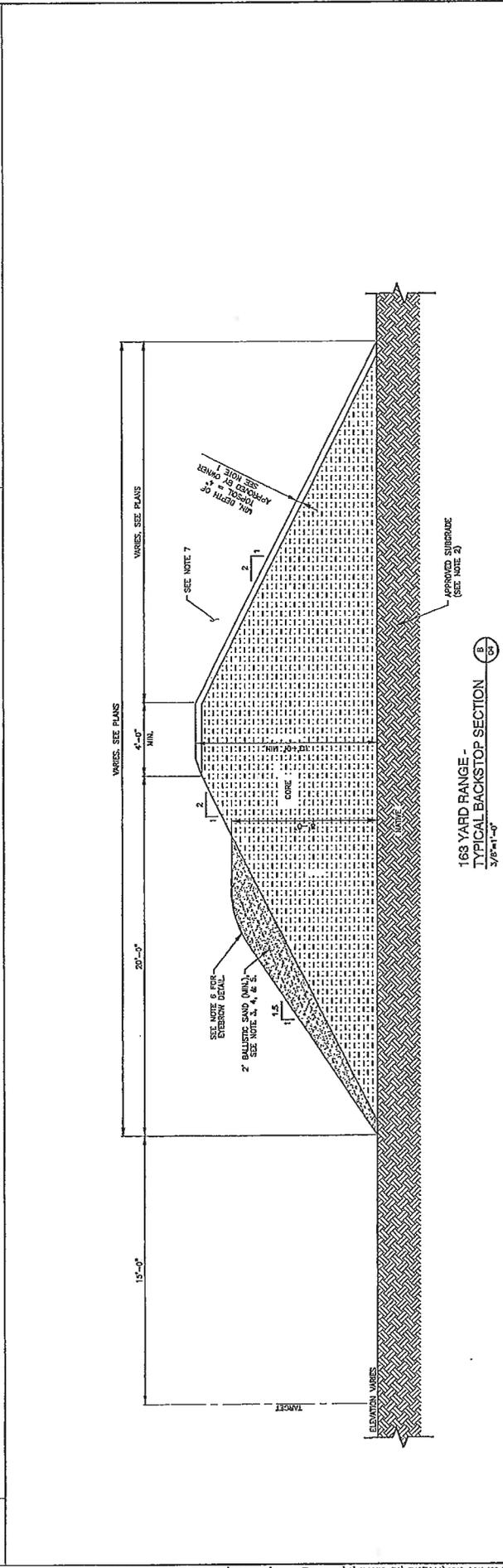
<p>PROJ. ENGINEER</p> <p>DESIGNED: JLP SK DRAWN BY: PCF SK CHECKED BY: MLT DATE: JUNE 2010</p>		<p>SCALE</p> <p>AS NOTED</p>		<p>REVISION</p> <p>No. DATE BY</p>	
<p>JOB No.</p> <p>60494412</p>		<p>PROJ. NAME</p> <p>SOUTH SAINT PAUL ROD AND GUN CLUB PROJECT</p>		<p>DRAWING NUMBER</p> <p>09</p>	
<p>PRELIMINARY</p> <p>NOT FOR CONSTRUCTION</p>		<p>DAKOTA COUNTY, MN</p> <p>600 GUN CLUB ROAD</p> <p>SAINT PAUL, MINNESOTA</p>		<p>CAD FILE NUMBER</p> <p>09-section</p>	
<p>DESIGNED BY: JLP SK</p> <p>CHECKED BY: MLT</p> <p>DATE: JUNE 2010</p>		<p>600 GUN CLUB ROAD</p> <p>SAINT PAUL, MINNESOTA</p>		<p>SCALE: AS NOTED</p> <p>DATE: 9 of 13</p> <p>BY: B</p>	
<p>CONTRACTOR: AECOM</p> <p>111 SW Columbia, Suite 4000 Portland, Oregon 97201-5814 (503) 503-2222-4282 WWW.AECOM.COM</p>		<p>PROJECT: SOUTH SAINT PAUL ROD AND GUN CLUB PROJECT</p>		<p>SECTION: 09-section</p>	

11



NOTES:

1. VEGETATE BERM WITH APPROVED SEED MIX.
2. SUBGRADE TO BE STRIPPED OF UNSUITABLE MATERIALS AND PROVED TO BE A MINIMUM OF 12\"/>



163 YARD RANGE - TYPICAL BACKSTOP SECTION
3/8\"/>

<p>PRELIMINARY NOT FOR CONSTRUCTION</p>		<p>JOB No. 6040412</p>	<p>DESIGNER: PS</p>	<p>PREL. ENGINEER: DK</p>	<p>AECOM</p> <p>111 SW Columbia, Suite 1500 Portland, Oregon 97204-8814 (503) 533-2700 (503) 533-2322 www.aecom.com</p>	<p>DAKOTA COUNTY, MIN</p> <p>600 GUN CLUB ROAD SAINT PAUL, MINNESOTA</p>	<p>SOUTH SAINT PAUL ROD AND GUN CLUB PROJECT</p> <p>BERM SECTIONS</p>	<p>DRAWING NUMBER: 10</p> <p>OLD FILE NUMBER: 10-BBFTT</p> <p>SHEET: 10 OF 13</p> <p>REV. B</p>
<p>No. DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>	<p>DATE BY</p>



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 1, 2016

DEPARTMENT: COMMUNITY DEVELOPMENT-PLANNING

ADMINISTRATOR: SPK

10-D

AGENDA ITEM: Ordinance Opting Out of the Requirements of Minnesota Statute, Section 462.3593 – Requiring Cities to Permit Temporary Family Health Care Dwelling Units

ACTION TO BE CONSIDERED:

Offer for its first reading Ordinance No. 1307, opting out of the requirements of Minnesota Statutes, Section 462.3593

OVERVIEW:

In May of this year the State of Minnesota approved legislation requiring cities to permit Temporary Family Health Care Dwelling Units (also referred to as “Drop Homes”) per the terms of the legislation or to adopt an ordinance to opt out of the legislation by September 1, 2016. Under the legislation cities have little review or enforcement authority, the temporary dwelling units are allowed to circumvent most zoning regulations, information required for the permits would be private data and there are HIPPA data handling concerns, the city can only charge a \$100 initial permit fee (\$50 renewal) and the burden of determining whether the proposed temporary dwelling is in compliance with the legislation would be borne by the City. The temporary units have potential impacts on neighborhoods by allowing higher densities than allowed under zoning. This could result in more dwelling units on the already crowded 40-foot wide lots.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission will be reviewing the ordinance at their August 3, 2016 meeting.

STAFF RECOMMENDATION:

The staff recommendation is to offer the ordinance for its first reading.

60-DAY REVIEW DEADLINE: N/A

SOURCE OF FUNDS: N/A

ORDINANCE NO. 1307
CITY OF SOUTH ST. PAUL
AN ORDINANCE OPTING-OUT OF
THE REQUIREMENTS OF
MINNESOTA STATUTES, SECTION 462.3593

WHEREAS, on May 12, 2016, Governor Dayton signed into law the creation and regulation of temporary family health care dwellings, codified at Minn. Stat. § 462.3593, which permit and regulate temporary family health care dwellings;

WHEREAS, subdivision 9 of Minn. Stat. §462.3593 allows cities to “opt out” of those regulations;

THE CITY COUNCIL OF THE CITY OF SOUTH ST. PAUL, ORDAINS as follows:

SECTION 1. Pursuant to authority granted by Minnesota Statutes, Section 462.3593, subdivision 9, the City of South St. Paul opts-out of the requirements of Minn. Stat. §462.3593, which defines and regulates Temporary Family Health Care Dwellings.

SECTION 2. This Ordinance shall be effective immediately upon its passage and publication.

ADOPTED this _____ day of _____, 2016, by the City Council of the City of South St. Paul.

CITY OF SOUTH ST. PAUL

By: _____
Beth Baumann, Mayor

ATTEST:

Christy Wilcox, City Clerk



Temporary Family Health Care Dwellings of 2016 Allowing Temporary Structures – What it means for Cities

Introduction:

On May 12, 2016, Governor Dayton signed, into law, a bill creating a new process for landowners to place mobile residential dwellings on their property to serve as a temporary family health care dwelling.¹ Community desire to provide transitional housing for those with mental or physical impairments and the increased need for short term care for aging family members served as the catalysts behind the legislature taking on this initiative. The resulting legislation sets forth a short term care alternative for a “mentally or physically impaired person”, by allowing them to stay in a “temporary dwelling” on a relative’s or caregiver’s property.²

Where can I read the new law?

Until the state statutes are revised to include bills passed this session, cities can find this new bill at [2016 Laws, Chapter 111](#).

Does the law require cities to follow and implement the new temporary family health care dwelling law?

Yes, unless a city opts out of the new law or currently allows temporary family health care dwellings as a permitted use.

Considerations for cities regarding the opt-out?

These new temporary dwellings address an emerging community need to provide more convenient temporary care. Cities may want to consider the below when analyzing whether or not to opt out:

- The new law alters a city’s level of zoning authority for these types of structures.
- While the city’s zoning ordinances for accessories or recreational vehicles do not apply, these structures still must comply with setback requirements.
- A city’s zoning and other ordinances, other than its accessory use or recreational vehicle ordinances, still apply to these structures. Because conflicts may arise between the statute and a city’s local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.
- Although not necessarily a legal issue for the city, it seems worth mentioning that the permit process does not have the individual with the physical or mental impairment or that

¹ [2016 Laws, Chapter 111](#).

² Some cities asked if other states have adopted this type of law. The only states that have a somewhat similar statute at the time of publication of this FAQ are North Carolina and Virginia. It is worth noting that some states have adopted Accessory Dwelling Unit (ADU) statutes to allow granny flats, however, these ADU statutes differ from Minnesota’s Temporary Health Care Dwelling law.

individual's power of attorney sign the permit application or a consent to release his or her data.

- The application's data requirements may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act.
- The new law sets forth a permitting system for both cities and counties³. Cities should consider whether there is an interplay between these two statutes.

Do cities need to do anything to have the new law apply in their city?

No, the law goes into effect September 1, 2016 and automatically applies to all cities that do not opt out or don't already allow temporary family health care dwellings as a permitted use under their local ordinances. By September 1, 2016, however, cities will need to be prepared to accept applications, must have determined a permit fee amount⁴ (if the city wants to have an amount different than the law's default amount), and must be ready to process the permits in accordance with the short timeline required by the law.

What if a city already allows a temporary family health care dwelling as a permitted use?

If the city already has designated temporary family health care dwellings as a permitted use, then the law does not apply and the city follows its own ordinance. The city should consult its city attorney for any uncertainty about whether structures currently permitted under existing ordinances qualify as temporary family health care dwellings.

What process should the city follow if it chooses to opt out of this statute?

Cities that wish to opt out of this law must pass an ordinance to do so. The statute does not provide clear guidance on how to treat this opt-out ordinance. However, since the new law adds section 462.3593 to the land use planning act (Minn. Stat. ch. 462), arguably, it may represent the adoption or an amendment of a zoning ordinance, triggering the requirements of Minn. Stat. § 462.357, subd. 2-4, including a public hearing with 10-day published notice. Therefore, cities may want to err on the side of caution and treat the opt-out ordinance as a zoning provision.⁵

Does the League have a model ordinance for opting out of this program?

Yes. Link to opt out ordinance here: [Temporary Family Health Care Dwellings Ordinance](#)

Can cities partially opt out of the temporary family health care dwelling law?

³ See Minn. Stat. §394.307

⁴ Cities do have flexibility as to amounts of the permit fee. The law sets, as a default, a fee of \$100 for the initial permit with a \$50 renewal fee, but authorizes a city to provide otherwise by ordinance.

⁵ For smaller communities without zoning at all, those cities still need to adopt an opt-out ordinance. In those instances, it seems less likely that the opt-out ordinance would equate to zoning. Because of the ambiguity of the statute, cities should consult their city attorneys on how best to approach adoption of the opt-out ordinance for their communities.

Not likely. The opt-out language of the statute allows a city, by ordinance, to opt out of the requirements of the law but makes no reference to opting out of parts of the law. If a city wanted a program different from the one specified in statute, the most conservative approach would be to opt out of the statute, then adopt an ordinance structured in the manner best suited to the city. Since the law does not explicitly provide for a partial opt out, cities wanting to just partially opt out from the statute should consult their city attorney.

Can a city adopt pieces of this program or change the requirements listed in the statute?

Similar to the answer about partially opting out, the law does not specifically authorize a city to alter the statutory requirements or adopt only just pieces of the statute. Several cities have asked if they could add additional criteria, like regulating placement on driveways, specific lot size limits, or anchoring requirements. As mentioned above, if a city wants a program different from the one specified in the statute, the most conservative approach would involve opting out of the statute in its entirety and then adopting an ordinance structured in the manner best suited to the city. Again, a city should consult its city attorney when considering adopting an altered version of the state law.

What is required in an application for a temporary family health care dwelling permit?

The mandatory application requests very specific information including, but not limited to:⁶

- Name, address, and telephone number of the property owner, the resident of the property (if different than the owner), and the primary care giver;
- Name of the mentally or physically impaired person;
- Proof of care from a provider network, including respite care, primary care or remote monitoring;
- Written certification signed by a Minnesota licensed physician, physician assistant or advanced practice registered nurse that the individual with the mental or physical impairment needs assistance performing two or more “instrumental activities of daily life;”⁷
- An executed contract for septic sewer management or other proof of adequate septic sewer management;
- An affidavit that the applicant provided notice to adjacent property owners and residents;
- A general site map showing the location of the temporary dwelling and the other structures on the lot; and
- Compliance with setbacks and maximum floor area requirements of primary structure.

⁶ New Minn. Stat. § 462.3593, subd. 3 sets forth all the application criteria.

⁷ This is a term defined in law at Minn. Stat. § 256B.0659, subd. 1(i) as “activities to include meal planning and preparation; basic assistance with paying bills; shopping for food, clothing, and other essential items; performing household tasks integral to the personal care assistance services; communication by telephone and other media; and traveling, including to medical appointments and to participate in the community.”

The law requires all of the following to sign the application: the primary caregiver, the owner of the property (on which the temporary dwelling will be located) and the resident of the property (if not the same as the property owner). However, neither the physically disabled or mentally impaired individual nor his or her power of attorney signs the application.

Who can host a temporary family health care dwelling?

Placement of a temporary family health care dwelling can only be on the property where a “caregiver” or “relative” resides. The statute defines caregiver as “an individual, 18 years of age or older, who: (1) provides care for a mentally or physically impaired person; and (2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.” The definition of “relative” includes “a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew or niece of the mentally or physically impaired person. Relative also includes half, step and in-law relationships.”

Is this program just for the elderly?

No. The legislature did not include an age requirement for the mentally or physically impaired dweller.⁸

Who can live in a temporary family health care dwelling and for how long?

The permit for a temporary health care dwelling must name the person eligible to reside in the unit. The law requires the person residing in the dwelling to qualify as “mentally or physically impaired,” defined as “a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified by a physician, a physician assistant, or an advanced practice registered nurse, licenses to practice in this state.” The law specifically limits the time frame for these temporary dwellings permits to 6 months, with a one-time 6 month renewal option. Further, there can be only one dwelling per lot and only one dweller who resides within the temporary dwelling

What structures qualify as temporary family health care dwellings under the new law?

The specific structural requirements set forth in the law preclude using pop up campers on the driveway or the “granny flat” with its own foundation as a temporary structure. Qualifying temporary structures must:

- Primarily be pre-assembled;
- Cannot exceed 300 gross square feet;
- Cannot attach to a permanent foundation;
- Must be universally designed and meet state accessibility standards;

⁸ The law expressly exempts a temporary family health care dwelling from being considered “housing with services establishment”, which, in turn, results in the 55 or older age restriction set forth for “housing with services establishment” not applying.

- Must provide access to water and electrical utilities (by connecting to principal dwelling or by other comparable means⁹);
- Must have compatible standard residential construction exterior materials;
- Must have minimum insulation of R-15;
- Must be portable (as defined by statute);
- Must comply with Minnesota Rules chapter [1360](#) (prefabricated buildings) or [1361](#) (industrialized/modular buildings), “and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2”¹⁰; and
- Must contain a backflow check valve.¹¹

Does the State Building Code apply to the construction of a temporary family health care dwelling?

Mostly, no. These structures must meet accessibility standards (which are in the State Building Code). The primary types of dwellings proposed fall within the classification of recreational vehicles, to which the State Building Code does not apply. Two other options exist, however, for these types of dwellings. If these structures represent a pre-fabricated home, the federal building code requirements for manufactured homes apply (as stated in Minnesota Rules, Chapter 1360). If these structures are modular homes, on the other hand, they must be constructed consistent with the State Building Code (as stated in Minnesota Rules, Chapter 1361).

What health, safety and welfare requirements does this new law include?

Aside from the construction requirements of the unit, the temporary family health care dwelling must be located in an area on the property where “septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.”

What local ordinances and zoning apply to a temporary health care dwelling?

The new law states that ordinances related to accessory uses and recreational vehicle storage and parking do not apply to these temporary family health care dwellings. However, unless otherwise provided, setbacks and other local ordinances, charter provisions, and applicable state laws still apply. Because conflicts may arise between the statute and one or more of the city’s other local ordinances, cities should confer with their city attorneys to analyze their current ordinances in light of the new law.

What permit process should cities follow for these permits?

The law creates a new type of expedited permit process. The permit approval process found in Minn. Stat. § 15.99 generally applies; however, the new law shortens the time frame for which the local governmental unit has to make a decision on granting the permit. Due to the time sensitive

⁹ The Legislature did not provide guidance on what represents “other comparable means”.

¹⁰ ANSI Code 119.2 has been superseded by NFPA 1192. For more information, the American National Standards Institute website is located at <https://www.ansi.org/>.

¹¹ New Minn. Stat. § 462.3593, subd. 2 sets forth all the structure criteria.

nature of issuing a temporary dwelling permit, the city has only 15 days (rather than 60 days) (no extension is allowed) to either issue or deny a permit. The new law waives the public hearing requirement and allows the clock to restart if a city deems an application incomplete. If a city deems an application incomplete, the city must provide the applicant written notice, within five business days of receipt of the application, telling the requester what information is missing. For those councils that regularly meet only once a month, the law provides for a 30-day decision.

Can cities collect fees for these permits?

Cities have flexibility as to amounts of the permit fee. The law sets the fee at \$100 for the initial permit with a \$50 renewal fee, unless a city provides otherwise by ordinance

Can cities inspect, enforce and ultimately revoke these permits?

Yes, but only if the permit holder violates the requirements of the law. The statute allows for the city to require the permit holder to provide evidence of compliance and also authorizes the city to inspect the temporary dwelling at times convenient to the caregiver to determine compliance. The permit holder then has sixty (60) days from the date of revocation to remove the temporary family health care dwelling. The law does not address appeals of a revocation.

How should cities handle data it acquires from these permits?

The application data may result in the city possessing and maintaining nonpublic data governed by the Minnesota Government Data Practices Act. To minimize collection of protected health data or other nonpublic data, the city could, for example, request that the required certification of need simply state “that the person who will reside in the temporary family health care dwelling needs assistance with two or more instrumental activities of daily living”, without including in that certification data or information about the specific reasons for the assistance, the types of assistance, the medical conditions or the treatment plans of the person with the mental illness or physical disability. Because of the complexities surrounding nonpublic data, cities should consult their city attorneys when drafting a permit application.

Should the city consult its city attorney?

Yes. As with any new law, to determine the potential impact on cities, the League recommends consulting with your city attorney.

Where can cities get additional information or ask other questions.

For more information, contact Staff Attorney Pamela Whitmore at pwhitmore@lmc.org or LMC General Counsel Tom Grundhoefer at tgrundho@lmc.org. If you prefer calling, you can reach Pamela at 651.281.1224 or Tom at 651.281.1266.

2016 Minnesota Session Laws

Key: (1) ~~language to be deleted~~ (2) new language

CHAPTER 111--S.F.No. 2555

An act relating to local government; regulating zoning of temporary family health care dwellings; establishing temporary dwelling permits; amending Minnesota Statutes 2014, section 144D.01, subdivision 4; proposing coding for new law in Minnesota Statutes, chapters 394; 462.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2014, section 144D.01, subdivision 4, is amended to read:

Subd. 4. Housing with services establishment or establishment. (a) "Housing with services establishment" or "establishment" means:

(1) an establishment providing sleeping accommodations to one or more adult residents, at least 80 percent of which are 55 years of age or older, and offering or providing, for a fee, one or more regularly scheduled health-related services or two or more regularly scheduled supportive services, whether offered or provided directly by the establishment or by another entity arranged for by the establishment; or

(2) an establishment that registers under section 144D.025.

(b) Housing with services establishment does not include:

(1) a nursing home licensed under chapter 144A;

(2) a hospital, certified boarding care home, or supervised living facility licensed under sections 144.50 to 144.56;

(3) a board and lodging establishment licensed under chapter 157 and Minnesota Rules, parts 9520.0500 to 9520.0670, 9525.0215 to 9525.0355, 9525.0500 to 9525.0660, or 9530.4100 to 9530.4450, or under chapter 245D;

(4) a board and lodging establishment which serves as a shelter for battered women or other similar purpose;

(5) a family adult foster care home licensed by the Department of Human Services;

(6) private homes in which the residents are related by kinship, law, or affinity with the providers of services;

(7) residential settings for persons with developmental disabilities in which the services are licensed under Minnesota Rules, parts 9525.2100 to 9525.2140, or applicable successor rules or laws;

(8) a home-sharing arrangement such as when an elderly or disabled person or single-parent family makes lodging in a private residence available to another person in exchange for services or rent, or both;

(9) a duly organized condominium, cooperative, common interest community, or owners' association of the foregoing where at least 80 percent of the units that comprise the condominium, cooperative, or common interest community are occupied by individuals who are the owners, members, or shareholders of the units; or

(10) services for persons with developmental disabilities that are provided under a license according to Minnesota Rules, parts 9525.2000 to 9525.2140 in effect until January 1, 1998, or under chapter 245D; or

(11) a temporary family health care dwelling as defined in sections 394.307 and 462.3593.

Sec. 2. 394.307 TEMPORARY FAMILY HEALTH CARE DWELLINGS.

Subdivision 1. Definitions. (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. Temporary family health care dwelling. A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

(9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the county has designated temporary family health care dwellings as permitted uses, a temporary family

health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the county. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law and local ordinances.

Subd. 4. Initial permit term; renewal. The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. Inspection. The county may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The county may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. Revocation of permit. The county may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the county revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. **Fee.** Unless otherwise specified by an action of the county board, the county may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. **No public hearing required; application of section 15.99.** (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the county does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The county has 15 days to issue a permit requested under this section or to deny it, except that if the county board holds regular meetings only once per calendar month the county has 30 days to issue a permit requested under this section or to deny it. If the county receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the county sends written notice within five business days of receipt of the request telling the requester what information is missing. The county cannot extend the period of time to decide.

Subd. 9. **Opt-out.** A county may by resolution opt-out of the requirements of this section.

Sec. 3. **1462.3593** TEMPORARY FAMILY HEALTH CARE DWELLINGS.

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

(b) "Caregiver" means an individual 18 years of age or older who:

(1) provides care for a mentally or physically impaired person; and

(2) is a relative, legal guardian, or health care agent of the mentally or physically impaired person for whom the individual is caring.

(c) "Instrumental activities of daily living" has the meaning given in section 256B.0659, subdivision 1, paragraph (i).

(d) "Mentally or physically impaired person" means a person who is a resident of this state and who requires assistance with two or more instrumental activities of daily living as certified in writing by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state.

(e) "Relative" means a spouse, parent, grandparent, child, grandchild, sibling, uncle, aunt, nephew, or niece of the mentally or physically impaired person. Relative includes half, step, and in-law relationships.

(f) "Temporary family health care dwelling" means a mobile residential dwelling providing an environment facilitating a caregiver's provision of care for a mentally or physically impaired person that meets the requirements of subdivision 2.

Subd. 2. **Temporary family health care dwelling.** A temporary family health care dwelling must:

(1) be primarily assembled at a location other than its site of installation;

(2) be no more than 300 gross square feet;

(3) not be attached to a permanent foundation;

(4) be universally designed and meet state-recognized accessibility standards;

(5) provide access to water and electric utilities either by connecting to the utilities that are serving the principal dwelling on the lot or by other comparable means;

(6) have exterior materials that are compatible in composition, appearance, and durability to the exterior materials used in standard residential construction;

(7) have a minimum insulation rating of R-15;

(8) be able to be installed, removed, and transported by a one-ton pickup truck as defined in section 168.002, subdivision 21b, a truck as defined in section 168.002, subdivision 37, or a truck tractor as defined in section 168.002, subdivision 38;

(9) be built to either Minnesota Rules, chapter 1360 or 1361, and contain an Industrialized Buildings Commission seal and data plate or to American National Standards Institute Code 119.2; and

(10) be equipped with a backflow check valve.

Subd. 3. Temporary dwelling permit; application. (a) Unless the municipality has designated temporary family health care dwellings as permitted uses, a temporary family health care dwelling is subject to the provisions in this section. A temporary family health care dwelling that meets the requirements of this section cannot be prohibited by a local ordinance that regulates accessory uses or recreational vehicle parking or storage.

(b) The caregiver or relative must apply for a temporary dwelling permit from the municipality. The permit application must be signed by the primary caregiver, the owner of the property on which the temporary family health care dwelling will be located, and the resident of the property if the property owner does not reside on the property, and include:

(1) the name, address, and telephone number of the property owner, the resident of the property if different from the owner, and the primary caregiver responsible for the care of the mentally or physically impaired person; and the name of the mentally or physically impaired person who will live in the temporary family health care dwelling;

(2) proof of the provider network from which the mentally or physically impaired person may receive respite care, primary care, or remote patient monitoring services;

(3) a written certification that the mentally or physically impaired person requires assistance with two or more instrumental activities of daily living signed by a physician, a physician assistant, or an advanced practice registered nurse licensed to practice in this state;

(4) an executed contract for septic service management or other proof of adequate septic service management;

(5) an affidavit that the applicant has provided notice to adjacent property owners and residents of the application for the temporary dwelling permit; and

(6) a general site map to show the location of the temporary family health care dwelling and other structures on the lot.

(c) The temporary family health care dwelling must be located on property where the caregiver or relative resides. A temporary family health care dwelling must comply with all setback requirements that apply to the primary structure and with any maximum floor area ratio limitations that may apply to the primary structure. The temporary family health care dwelling must be located on the lot so that septic services and emergency vehicles can gain access to the temporary family health care dwelling in a safe and timely manner.

(d) A temporary family health care dwelling is limited to one occupant who is a mentally or physically impaired person. The person must be identified in the application. Only one temporary family health care dwelling is allowed on a lot.

(e) Unless otherwise provided, a temporary family health care dwelling installed under this section must comply with all applicable state law, local ordinances, and charter provisions.

Subd. 4. Initial permit term; renewal. The initial temporary dwelling permit is valid for six months. The applicant may renew the permit once for an additional six months.

Subd. 5. Inspection. The municipality may require that the permit holder provide evidence of compliance with this section as long as the temporary family health care dwelling remains on the property. The municipality may inspect the temporary family health care dwelling at reasonable times convenient to the caregiver to determine if the temporary family health care dwelling is occupied and meets the requirements of this section.

Subd. 6. Revocation of permit. The municipality may revoke the temporary dwelling permit if the permit holder violates any requirement of this section. If the municipality revokes a permit, the permit holder has 60 days from the date of revocation to remove the temporary family health care dwelling.

Subd. 7. Fee. Unless otherwise provided by ordinance, the municipality may charge a fee of up to \$100 for the initial permit and up to \$50 for a renewal of the permit.

Subd. 8. No public hearing required; application of section 15.99. (a) Due to the time-sensitive nature of issuing a temporary dwelling permit for a temporary family health care dwelling, the municipality does not have to hold a public hearing on the application.

(b) The procedures governing the time limit for deciding an application for the temporary dwelling permit under this section are governed by section 15.99, except as provided in this section. The municipality has 15 days to issue a permit requested under this section or to deny it, except that if the statutory or home rule charter city holds regular meetings only once per calendar month the statutory or home rule charter city has 30 days to issue a permit requested under this section or to deny it. If the municipality receives a written request that does not contain all required information, the applicable 15-day or 30-day limit starts over only if the municipality sends written notice within five business days of receipt of the request telling the requester what information is missing. The municipality cannot extend the period of time to decide.

Subd. 9. Opt-out. A municipality may by ordinance opt-out of the requirements of this section.

Sec. 4. EFFECTIVE DATE. This act is effective September 1, 2016, and applies to temporary dwelling permit applications made under this act on or after that date.

Presented to the governor May 12, 2016

Signed by the governor May 12, 2016, 1:27 p.m.

Copyright © 2016 by the Revisor of Statutes, State of Minnesota. All rights reserved.



CITY COUNCIL AGENDA REPORT

DATE: August 1, 2016

DEPARTMENT: Parks and Recreation

ADMINISTRATOR: SPK

10-E

AGENDA ITEM: McMorrow Field Equipment Removal and Relocation

DESIRED MEETING OUTCOMES:

Approve the relocation of McMorrow Field park equipment to three new locations within the existing park system, funded by the Park Dedication Fund.

OVERVIEW:

Staff has been working with the Parks and Recreation Advisory Commission to discuss the value of relocating the existing park structures from McMorrow Field to another park location in South St. Paul in preparation of the renovation of McMorrow Field, scheduled to begin the week of August 8, 2016. At the July 25, 2016 city council meeting, the existing Landscape Structures brand play structure and Polygon brand picnic shelter were declared surplus per City Code requirements. This week has provided direction for the possibility of relocating existing park equipment, scheduled to be replaced during the McMorrow project.

The Parks and Recreation Advisory Commission recommended the relocation of particular sections of the play structure as enhancements to other existing city park play structures. Staff has received frequent resident feedback regarding the absence of swings at the Northview Park play structure. When the current play structure was installed in 2002, budget did not allow for a swing structure to be installed. Staff has received a quote from certified play structure installer Koolmo Construction to relocate the swing structure from McMorrow Field and reinstall at Northview Park at a cost of \$1,500. Koolmo Construction would expand the existing play container border to the west, reinstall the swings, and place engineered wood fiber cushioning material per Consumer Product Safety Commission guidelines, ASTM requirements, and ADA standards.

In addition to the swings, the pipe and deck modular play structure installed in 1996 at McMorrow Field is still in decent condition for minor refurbishment and relocation to another park area. The Parks and Recreation Advisory Commission recommended the relocation of the play structure to Spruce Park citing resident requests for invigorating play opportunities there, the high visibility and service area of the location, and the importance of keeping the play opportunity in proximity to McMorrow Field in the southern portion of town. Certified play structure installer Koolmo Construction submitted a quote to refurbish and relocate the play structure to Spruce Park at a cost of \$5,000. Koolmo Construction would expand the existing play container border to the north, reinstall the play structure, and place engineered wood fiber cushioning material per Consumer Product Safety Commission guidelines, ASTM requirements, and ADA standards.

The final Parks and Recreation Advisory Commission recommendation is relocating the existing McMorrow picnic shelter to Lorraine Park per the 2005 Park Master Plan. The Master Plan recommends a second shelter be installed at Lorraine Park due to current demand for reservable shelters in addition to the site features at Lorraine that could easily accommodate a second shelter. The moving of the picnic shelter would involve separating the shelter from its existing foundation,

loading it onto a large trailer and moving it to the new location where preparations are made by the pouring of a new foundation slab and the installation of the shelter onto the new slab. We have received a quote from several companies to move the shelter however Bauer Services has taken the initiative to complete the removal, site preparation, and reinstallation in addition to the moving of the shelter for a price not to exceed \$29,500. Staff feels this is a good price considering the site preparation and cost of a new shelter the size of the existing McMorrow Shelter would be approximately three times more than the quoted relocation price.

In order to identify a funding source for the three relocations of equipment, staff consulted the City Attorney to inquire if Park Dedication funding would apply. The City Attorney determined that park dedication could apply to these relocations because we would be adding park amenities to the existing parks destinations, which is the primary purpose of Park Dedication - adding amenities to parks due to added pressure on the park system. Therefore staff is recommending the following funding through the Park Dedication fund for the equipment relocations:

1. Swing relocation to Northview Park	\$1,500
2. Pipe and deck modular structure to Spruce Park	\$5,000
3. Site improvements (wood fiber and borders)	\$5,000
4. Picnic Shelter relocation to Lorraine Park	<u>\$29,500</u>
TOTAL	\$41,000

The current balance of the Park Dedication Fund is \$221,653.35. If approved, this expenditure would leave the fund with a balance of \$180,653.35. To date this would be only the second expenditure from the Park Dedication Fund since its inception in 2007, the first being the installation of the picnic shelter at Veterans Field in 2012.

The relocation of this park equipment would be a win-win for our community. The equipment would not end up in a landfill, bolstering our desire to reuse and repurpose materials and resources whenever possible, and will provide three neighborhood parks with expanded value of their park by providing additional amenities. Attached are the pricing quotes from the two respective vendors and the Lorraine Park site design from the 2005 Park Master Plan.

SOURCE OF FUNDS:

\$41,000 – Park Dedication Fund



Aaron Bauer
26469 130th Ave
Welch, MN 55089
651-246-9153
bauerservices@hotmail.com

DATE:
FOR:

July 28, 2016
City of South St. Paul

INVOICE #

99

City of South St. Paul
Bid to Move Pavilion
South St. Paul, MN 55075

DESCRIPTION	AMOUNT
<u>Bid to Move Pavilion for City of South St. Paul</u> <u>Bid Will Include</u> Work Will Be Completed By The Week Of August 15	
1- 17'x 44' Floating Slab ~ Floating Slab Poured 4 1/2" Thick with Reinforcement 4' on Center. Poured with 4500# Mix With Fibers Added To The Concrete Mix. 1'x 1' Thickened Perimeter With A Double 1/2" Rebar Continuous. Saw Cuts Installed and Broom Finish On The Surface. Sealed With Cure and Seal The Day of The Pour. Slab Pitched 1" From Center For Drainage.	
2- Qty 2 10'x 44' Aprons Poured 4 1/2" Thick . Rebar Reinforcement 4' Center Poured with 4500# Mix With Fibers Added To The Concrete Mix Cuts Installed and A Broom Finish On The Surface. Sealed With Cure and Seal The Day Of The Pour. Slab Pitched 1" From Center For Drainage.	
3- Electrical Stub Out For Future Wiring.	
4- Moving Pavilion From McMorrow Fields to Lorriane Park.	
5- Installing Pavilion On Slab.	

**Does Not Include Removal Of Old Foundation Site, Restoration At Old Site,
Restoration At New Site Or Any and All Permits**

Total Esimated Cost

\$29,500.00

THANK YOU FOR YOUR BUSINESS!

Make all checks payable to Bauer Services

If you have any questions concerning this invoice, please contact Aaron Bauer at 651-246-9153 or at bauerservices@hotmail.com

Chris Esser

From: DAVID KOOLMO <dmkool@msn.com>
Sent: Monday, June 27, 2016 8:54 AM
To: Chris Esser
Subject: RE: McMorrow Play Structure Move

Chris:

Price to move play structure 1 (with canopies and track ride, photo attached. IMG 2777) from McMorrow Field, 200 South Street East, SSP, 55075 to Spruce Park, 1311 7th Avenue South, SSP, 55075. The installation at Spruce Park would be in addition to the existing structure and container currently located at that park, not a replacement. Installation should meet current Consumer Product Safety Commission guidelines, ASTM requirements and ADA standards which may involve replacement of fixtures and parts.

Demo existing and reinstall \$ 5000.00
Old footing concrete piled onsite

Price to move play structure 2 (swings, photo attached. IMG 2780) from McMorrow Field, 200 South Street East, SSP, 55075 to Northview Park, 635 18th Avenue North, SSP, 55075. The installation at Northview Park would be in addition to the existing structure and container currently located at that park. Installation should meet current Consumer Product Safety Commission guidelines, ASTM requirements and ADA standards which may involve replacement of fixtures and parts.

Demo existing and reinstall \$ 1500.00
Old footing concrete piled onsite

Price to remove and dispose of play structure 3 (ship, photo attached. IMG 2781) and the two adjacent spring toys.

Demo and dispose \$ 1850.00
Old footing concrete piled onsite

Add alternate: Prepare play container at new site with border and external perimeter access and install engineered wood fiber to comply with current ADA standards and fall zones.

Pricing applies at either site.

Concrete curb 6 x 12 \$ 30.00 per foot.

Excavation to accommodate structure soil piled on site \$ 1500.00

Wood fiber supplied and place (based off 100 yard loads) \$ 30.00 per yard

If I can clarify anything let me know sorry for the delay.

Thanks,

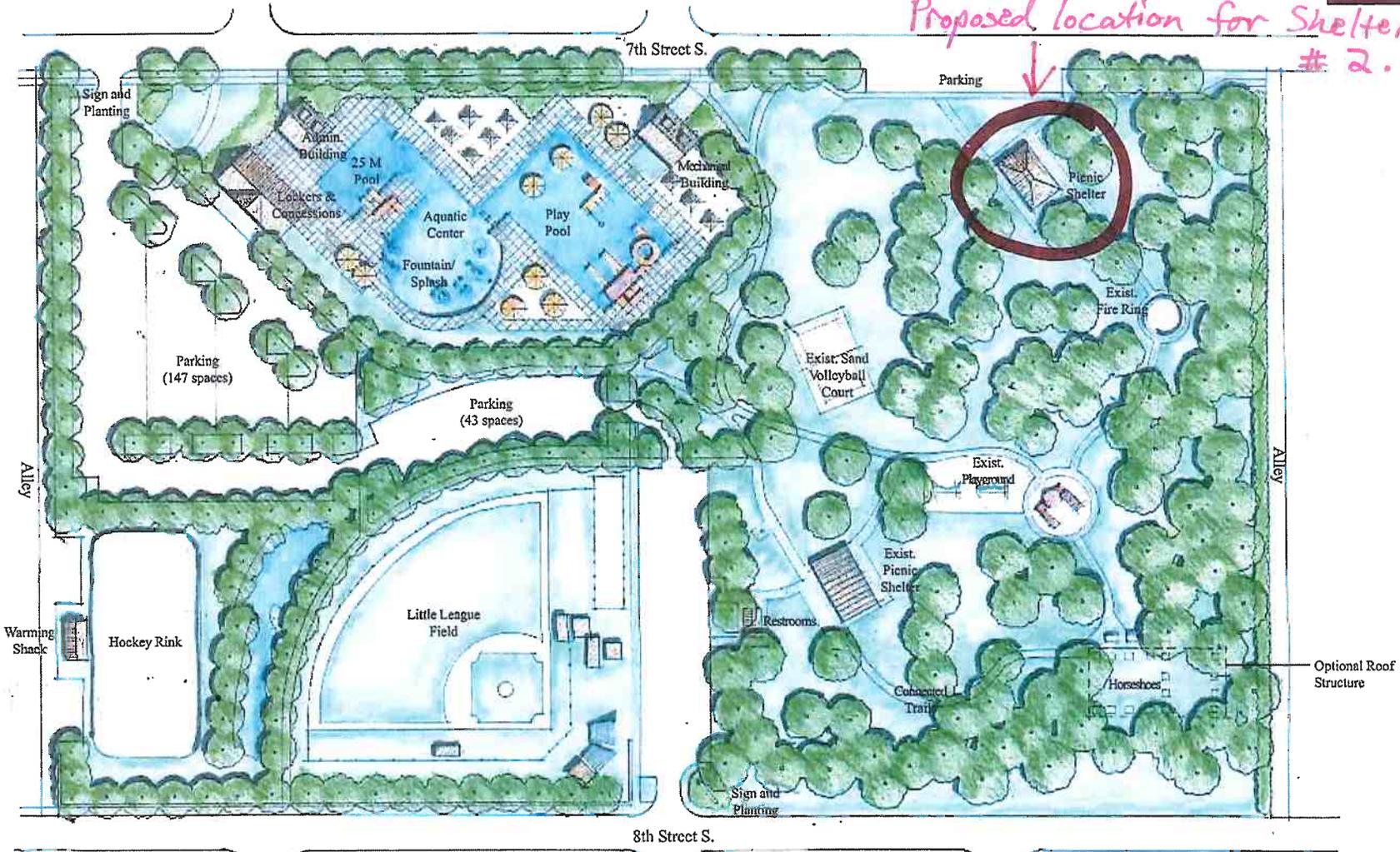
David Koolmo
Koolmo Construction Inc.

LORRAINE PARK & MCLAIN AQUATIC CENTER

(Related to Port Crosby Park Development)

design

Proposed location for Shelter #2.



not to scale