City of South St. Paul

COUNCIL AGENDA

Tuesday, September 6, 2016
7:15 p.m.

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

1. **CALL TO ORDER:**

2. **ROLL CALL:**

3. **INVOCATION:**

4. **PLEDGE OF ALLEGIANCE:**

5. **PRESENTATIONS:**

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

7. **AGENDA:**

   A. Approval of Agenda
   Action – Motion to Approve
   Action – Motion to Approve as Amended

8. **CONSENT AGENDA:**

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

   A. City Council Meeting Minutes of August 15, 2016

   B. Accounts Payable

   C. Lawful Gambling Exemption – Church of St. John Vianney, 840 19th Avenue North

   D. City Council Meeting Minutes of August 11, 2016

   E. Approving Land Lease at Fleming Field with Thomas L. Steinmueller

   F. Business Licenses

   G. Encroachment Agreement – 458 8th Avenue South

   H. Encroachment Agreement – 1910 2nd Street North

   I. Lawful Gambling Exemption – Holy Trinity Church, 749 6th Avenue South

   J. Approving Agreement with ARC Document Solutions for Professional Services

K. Approving Recycling Coordinator Joint Powers Agreement

L. Resolution Declaring Surplus Property (Asphalt Paver)

M. Approving Land Lease at Fleming Field with Lewis Scherff

N. Express Consent for 2017 Housing and Redevelopment Authority (HRA) Tax Levy and Budget

O. Approve 2017 Economic Development Authority (EDA) Tax Levy and Budget

P. Adoption of Streetscape Elements for Southview Boulevard & 3rd Avenue Improvements Final Design

Q. Approving Land Lease at Fleming Field with J.M. Mac Holdings, LLC

R. Approving Sublease at the Fleming Field Airport Between J.M. Mac Holdings, LLC and Abtec Helicopters, LLC

S. Approve Settlement Agreement – 2441 Francis Street

9. PUBLIC HEARINGS:

A. Preliminary 2017 Tax Supported City Fund Budgets & Property Tax levies: (Covers General Fund, Library, Doug Woog Arena, Capital Program and Debt Service).

1) Presentation and Discussion - Preliminary 2017 Tax Supported City Funds, Budgets and recommended Levies
2) Adopt Resolution 2016 - 161 Certifying Preliminary 2017 Property Tax Levies and Associated Budgets to Dakota County and also setting a Date for a Public Hearing and Discussion of the Proposed 2017 Tax Supported Fund Budgets, and Proposed final 2017 Property Tax Levies.

10. GENERAL BUSINESS:

A. Six Month Extension of Third Amendment to Sublease Agreement with BRS

B. Approve Resolution giving preliminary approval to the issuance of General Obligation Airport Bonds

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,

Stephen P. King

Stephen P. King, City Administrator

SOUTH ST. PAUL CITY COUNCIL
MINUTES OF AUGUST 15, 2016

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

ROLL CALL:

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

5) Presentations

- There were no presentations

6) Citizens' Comments

- Jodelle Ista was present to discuss the *Walk or Ride for Peaceful Schools* event that will be held on Saturday, September 10, 2016
- Bernie Beermann discussed again the need for reconsideration of the stop signs to be located at 12th Avenue and Southview Boulevard
- Jimmy Francis, 107 19th Avenue North urged the City Council to consider to revive the neighborhood watch programs and asked that this item be placed on a future worksesssion meeting
- Jamie Hart, 121 2nd Avenue South also urged the City Council to consider starting up the neighborhood watch program

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Niederkorn, Rothecker

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

1. City Council meeting minutes of August 1, 2016
2. Resolution No. 2016-152, approving accounts payable
3. Approve the bid from Protouch Painting, Inc. for the exterior and interior building painting at Northview Pool in the amount of $6,950.00
4. Resolution No. 2016-147, accepting gifts and grants from Tony Leitner of Level Up Games to enhance the library's summer reading programs
5. Resolution No. 2016-148, accepting gifts and grants from the South-West Lioness Club to enhance the library's audiobook collection
6. Business licenses
7. Resolution No. 2016-149, ordering the property owner of 405 16th Avenue North to secure the property in accordance with Minnesota Statutes, Section 461.251

Motion carried 7 ayes/0 nays

9a) Ordinance – Opting Out of Temporary Health Family Health Care Dwelling Units

Moved by Flatley/Podgorski

MOVED: To close the public hearing and adopt Ordinance No. 1307, opting-out of the requirements of Minnesota Statutes, Section 462.3593 and authorize its publication.

Motion carried 7 ayes/0 nays

10a) Second Reading – Ordinance Relating to Miniature Pigs

Moved by Rothecker/Podgorski

MOVED: To adopt Ordinance No. 1308, amending Chapter 15 regarding animals (Miniature Pigs) and authorize its publication.

Motion carried 6 ayes/1 nay (Niederkorn)

10b) Olson Garage Variance – 1035 15th Avenue North

Moved by Podgorski/Hansen

MOVED: To adopt Resolution No. 2016-150, approving a 1.5-foot garage Variance for the property at 1035 15th Avenue North.

Motion carried 7 ayes/0 nays

10c) Concord Lanes Signage/Materials Variances – 365 Concord Street North

Moved by Hansen/Podgorski

MOVED: To adopt Resolution No. 2016-151, approving signage and building exterior materials Variances for 365 Concord Street North.

Motion carried 7 ayes/0 nays

11) Adjournment

Moved by Seaberg/Rothecker

MOVED: To adjourn the meeting at 8:17 p.m.

Motion carried 7 ayes/0 nays

Approved: September 6, 2016

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City Clerk

CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Finance
ADMINISTRATOR: SHK

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-155 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. 2016-155

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:	
123727-123999	**$ 1,173,176.77**
2016262-2016293	**$ 540,991.22**
Total	**$ 1,714,167.99**

Adopted this 6th day of September, 2016.

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Christy Wilcox, City Clerk

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Checks 123683 through 123726 were voided due to printer error

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
123727	8/19/2016		3739 ACCOUNTEMPS							
		1,706.25	WEEKENDED 8/5/2016 ANDERSON		41464	46390163	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,706.25	WEEKENDED 8/5/2016 ANDERSON		41464	46390163	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		3,412.50								
123728	8/19/2016		1016 ACE HARDWARE & PAINT							
		24.48	VELCRO TAPE & FASTENERS		41462	528974	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		75.41	PAINTING SUPPLIES/WALL REPAIR		41463	529084/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		99.89								
123729	8/19/2016		5257 AL SERVICES LLC							
		777.00	NEW PUMP/NORTHVIEW POOL		41465	4403	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		450.00	AT KAPOSIA PARK		41466	4603	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		190.00	LABOR		41466	4603	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		565.00	3RD AVE N & GRAND AVE		41467	4604	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		1,982.00								
123730	8/19/2016		7260 AMERICAN FOODS GROUP, LLC							
		180,000.00	DAKOTA PREMIUM NOTE PAYMENT		41468	012815	40490.2610		NOTES PAYABLE - SHORT TERM	CONCORD TIF
		180,000.00								
123731	8/19/2016		1042 AMERIPRIDE SERVICES INC							
		69.45	RUG RENTAL		41469	100607254	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		69.45								
123732	8/19/2016		1089 BAUMANN, FAYE							
		142.50	2016 PRIMARY ELECTION		41533	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41533	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123734	8/19/2016		1101 BERNAL, SUZANNE							
		142.50	2016 PRIMARY ELECTION		41535	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41535	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123735	8/19/2016		1112 BLACKBIRD, COLINDA							
		157.50	2016 PRIMARY ELECTION		41536	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		36.75	ELECTION JUDGE TRAINING		41536	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		194.25								
123736	8/19/2016		1113 BLACKBIRD, LEROY							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
									Continued...	
123736	8/19/2016		1113 BLACKBIRD, LEROY							
		142.50	2016 PRIMARY ELECTION		41537	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41537	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123737	8/19/2016		1115 BLACKBIRD, MARJORIE							
		142.50	2016 PRIMARY ELECTION		41538	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41538	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123738	8/19/2016		7314 BOOS, ROBERT							
		157.50	2016 PRIMARY ELECTION		41539	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		36.75	ELECTION JUDGE TRAINING		41539	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		194.25								
123739	8/19/2016		1136 BRINGGOLD, DORIS							
		157.50	2016 PRIMARY ELECTION		41540	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		42.00	ELECTION JUDGE TRAINING		41540	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		199.50								
123740	8/19/2016		1142 BROCK, RAYMOND							
		142.50	2016 PRIMARY ELECTION		41541	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41541	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123741	8/19/2016		5996 BUCKMASTER, MARK							
		37.25	REIMBURSE CSCC OVERPAYMENT		41590	8/4/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		2.65	CSCC		41590	8/4/2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		39.90								
123742	8/19/2016		6650 CARDMEMBER SERVICE							
		247.50	LINDELL CONFERENCE		41470	070216	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		125.00	HYATT LINDELL		41470	070216	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		247.50	LINDELL CONFERENCE		41470	070216	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		125.00	HYATT LINDELL		41470	070216	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		745.00								
123743	8/19/2016		7315 CHERRIER, RUTH							
		142.50	2016 PRIMARY ELECTION		41542	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41542	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
123743	8/19/2016		7315 CHERRIER, RUTH						Continued...	
123744	8/19/2016		2884 COMCAST							
		101.90	FOR WATER COMPUTER		41471	877210595017166 8/2/16	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		101.90								
123745	8/19/2016		1219 CRAWFORD DOOR SALES COMPANY							
		128.50	REPAIR GARAGE DOOR/FIRE DEPT		41472	23272	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		128.50								
123746	8/19/2016		1226 CULLIGAN WATER CONDITIONING							
		117.55	SALT FOR WATER SOFTENER		41473	15798478332-2 7/31/16	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		5.60	WELL #1		41474	157-13870001-6 7/31/16	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		123.15								
123747	8/19/2016		6407 DARTS							
		9,692.00	CHIPS PROGRAM - JULY 2016		41475	DARTS-SSPHRA - 7B.16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		1,983.00	SERVICE COORDINATOR JULY 2016		41476	DARTS-SSPHRA - 7A.16	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		2,498.00	SERVICE COORDINATOR JULY 2016		41476	DARTS-SSPHRA - 7A.16	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		14,173.00								
123748	8/19/2016		6718 DENNIS ENVIRONMENTAL OPERATIONS							
		27,000.00	J CARROLL FIRE ALARM PROJ #1		41591	#1	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		17,670.00	J CARROLL FIRE ALARM PROJ #2		41592	#2	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		4,430.00	J CARROLL FIRE ALARM PROJ #3		41593	#3	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		49,100.00								
123749	8/19/2016		1341 EHLERS & ASSOCIATES, INC							
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30302.6620		FISCAL AGENTS FEES	2003 ARENA REFUNDING BO
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30314.6620		FISCAL AGENTS FEES	2007B REFUNDING BONDS
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30318.6620		FISCAL AGENTS FEES	2012 GO LOCAL IMP BONDS
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30319.6620		FISCAL AGENTS FEES	2015A TAXABLE GO TIF BONDS
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30320.6620		FISCAL AGENTS FEES	2014B GO PARK BONDS
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30321.6620		FISCAL AGENTS FEES	2015B GO PARK BONDS
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30386.6620		FISCAL AGENTS FEES	FIRE TRUCK

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
							Continued...			
123749	8/19/2016		1341 EHLERS & ASSOCIATES, INC							
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	30391.6620		FISCAL AGENTS FEES	BRS DEBT SERVICE
		209.00	CONTINUING DISCLOSURE REPORT		41477	71096	50605.6620		FISCAL AGENTS FEES	WATER UTILITY
		418.00	CONTINUING DISCLOSURE REPORT		41477	71096	50605.6620		FISCAL AGENTS FEES	WATER UTILITY
		209.00	CONTINUING DISCLOSURE REPORT		41477	71096	50610.6620		FISCAL AGENTS FEES	STORM WATER UTILITY
		4,180.00								
123750	8/19/2016		1373 EVANS, LAURA							
		142.50	2016 PRIMARY ELECTION		41543	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41543	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123751	8/19/2016		4930 FAIRCHILD EQUIPMENT							
		676.20	PARTS/REPAIR FORKLIFTS		41478	V60432	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		386.06	LABOR		41478	V60432	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,062.26								
123752	8/19/2016		1383 FALK, JUDITH							
		142.50	2016 PRIMARY ELECTION		41544	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41544	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123753	8/19/2016		1399 FELTON, WENDY							
		142.50	2016 PRIMARY ELECTION		41560	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41560	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123754	8/19/2016		1403 FETTER, MARIE							
		142.50	2016 PRIMARY ELECTION		41561	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		142.50								
123755	8/19/2016		1407 FILLER, WILLIAM							
		142.50	2016 PRIMARY ELECTION		41562	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41562	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123756	8/19/2016		1414 FIRST CALL AUTO PARTS							
		28.31	OIL FOR FORKLIFT		41479	1767-219958	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1.99	SPARK PLUG		41480	1767-220783	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		30.30								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
									Continued...	
123757	8/19/2016		**6658 FIRST SCRIBE**							
		80.00	WEB HOSTING		41481	2470230	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		80.00								
123758	8/19/2016		**7308 FISH WINDOW CLEANING**							
		1,679.00	CLEANED LIBRARY WINDOWS		41532	2863-26307	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		1,679.00								
123759	8/19/2016		**1423 FOGLE, ERNEST**							
		142.50	2016 PRIMARY ELECTION		41563	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41563	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123760	8/19/2016		**1440 FREEDOM SERVICES INC**							
		577.55			41553	081716938133	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		577.55								
123761	8/19/2016		**1444 FRONTIER AG & TURF**							
		117.96	PARTS FOR JOHN DEERE TRACTOR		41482	P92804	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		117.96								
123762	8/19/2016		**1495 GOOSENS, LOUANN**							
		157.50	2016 PRIMARY ELECTION		41564	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		42.00	ELECTION JUDGE TRAINING		41564	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		199.50								
123763	8/19/2016		**1533 HAAKINSON, MARK**							
		142.50	2016 PRIMARY ELECTION		41565	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41565	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123764	8/19/2016		**1540 HALLETT, DAVID**							
		142.50	2016 PRIMARY ELECTION		41566	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41566	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123765	8/19/2016		**1541 HALLETT, PEARL**							
		142.50	2016 PRIMARY ELECTION		41567	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41567	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
									Continued...	
123766	8/19/2016		1556 HAWKINS, INC.							
		41.50	BRR PROJECTS		41483	3924473	40432.6371	201607	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		41.50								
123767	8/19/2016		7303 HOMEPLACE FURN DUCT & FIREPLACE CLEANING							
		968.70	DUCT & FURNACE CLEANING		41486	072316	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		968.70								
123768	8/19/2016		7302 HOUSE OF PRINT							
		962.55	P&R 2016 FALL BROCHURE		41485	000094	10520.6344		NEWSLETTER/BROCHURE	PARKS ADMINISTRATION
		106.95	COMMUNITY AFFAIRS 2016 FALL BR		41485	000094	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		35.65	COMMUNITY AFFAIRS 2016 FALL BR		41485	000094	20216.6210		OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		392.15	LIBRARY 2016 FALL BROCHURE		41485	000094	20230.6342		PRINTING AND BINDING	LIBRARY
		178.25	ARENA 2016 FALL BROCHURE		41485	000094	20243.6341		ADVERTISING	DOUG WOOG ARENA
		1,176.45	CSCC 2016 FALL BROCHURE		41485	000094	20250.6344		NEWSLETTER/BROCHURE	CENTRAL SQUARE
		2,852.00								
123769	8/19/2016		1650 INGRAM LIBRARY SERVICES							
		345.36	AF-ADULT FICTION BOOKS		41612	93671852	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		41.99	AF-ADULT FICTION BOOKS		41613	93699292	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		214.54	AF-ADULT FICTION BOOKS		41614	93752685	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		63.79	AF-ADULT FICTION BOOKS		41615	93805138	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		428.34	AF-ADULT FICTION BOOKS		41616	93857131	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		20.98	AF-ADULT FICTION BOOKS		41617	93857132	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		70.17	AF-ADULT FICTION BOOKS		41618	93895631	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.33	AF-ADULT FICTION BOOKS		41619	93904511	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		370.00	AF-ADULT FICTION BOOKS		41620	94003048	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		98.00-	ANF-ADULT NONFICTION BOOKS		41621	93649391	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		118.20	ANF-ADULT NONFICTION BOOKS		41622	93710784	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		11.39	ANF-ADULT NONFICTION BOOKS		41623	93739155	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		50.72	ANF-ADULT NONFICTION BOOKS		41624	93747243	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		145.65	ANF-ADULT NONFICTION BOOKS		41625	93895643	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		10.77	ANF-ADULT NONFICTION BOOKS		41626	93929208	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		113.42	ANF-ADULT NONFICTION BOOKS		41627	94003058	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		35.46	C-CHILDRENS BOOKS		41628	93659716	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		10.89	C-CHILDRENS BOOKS		41629	93659717	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		41630	93659718	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.39	C-CHILDRENS BOOKS		41631	93659719	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		49.86	ANF-ADULT NONFICTION BOOK		41632	93710783	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		120.70	C-CHILDRENS BOOKS		41633	93710783	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.90-	C-CHILDRENS BOOKS CREDIT		41634	93781207	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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123769	8/19/2016		1650 INGRAM LIBRARY SERVICES						Continued...	
		5.98	C-CHILDRENS BOOKS		41635	93805139	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		14.03	C-CHILDRENS BOOKS		41636	93805140	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		24.51	C-CHILDRENS BOOKS		41637	93805141	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.17	C-CHILDRENS BOOKS		41638	93805142	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.98	C-CHILDRENS BOOKS		41639	93805143	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.57	C-CHILDRENS BOOKS		41640	93805144	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.17	C-CHILDRENS BOOKS		41641	93805145	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		41642	93805146	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		109.94	C-CHILDRENS BOOKS		41643	93805147	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		26.87	ANF-ADULT NONFICTION BOOKS		41644	93805147	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.44	C-CHILDRENS BOOKS		41645	93821995	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		63.63	C-CHILDRENS BOOKS		41646	93821996	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		7.80	C-CHILDRENS BOOKS		41647	93821997	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		19.77	C-CHILDRENS BOOKS		41648	93831998	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.98	C-CHILDRENS BOOKS		41649	93821999	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.98	C-CHILDRENS BOOKS		41650	93822000	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.79	C-CHILDRENS BOOKS		41651	93822001	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		41652	93822002	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		10.77	C-CHILDRENS BOOKS		41653	93822003	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		31.55	ANF-ADULT NONFICTION BOOKS		41654	93876642	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		589.21	C-CHILDRENS BOOKS		41655	93876642	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		25.03	C-CHILDRENS BOOKS		41656	93895632	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.17	C-CHILDRENS BOOKS		41657	93895633	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		41658	93895634	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.59	C-CHILDRENS BOOKS		41659	93895635	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.19	C-CHILDRENS BOOKS		41660	93895636	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		7.08	C-CHILDRENS BOOKS		41661	93895637	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.59	C-CHILDRENS BOOKS		41662	93895638	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.59	C-CHILDERNS BOOKS		41663	93895639	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		11.96	C-CHILDRENS BOOKS		41664	93895640	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.39	C-CHILDRENS BOOKS		41665	93895641	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		41666	93895642	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		116.23	C-CHILDRENS BOOKS		41667	93916098	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		65.36	C-CHILDRENS BOOKS		41668	93971845	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		24.64	C-CHILDRENS BOOKS		41669	94003049	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.39	C-CHILDRENS BOOKS		41670	94003050	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.99	C-CHILDRENS BOOKS		41671	94003051	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.19	C-CHILDRENS BOOKS		41672	94003052	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.71	C-CHILDRENS BOOKS		41673	94003053	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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			Continued...							
123769	8/19/2016		**1650 INGRAM LIBRARY SERVICES**							
		8.17	C-CHILDRENS BOOKS		41674	94003054	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.59	C-CHIDLRENS BOOKS		41675	94003055	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		41676	94003056	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		230.37	C-CHILDRENS BOOKS		41677	94003057	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.87	DON SKALLERUD MEM. BOOKS		41678	93934639	20217.6230	227595	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		38.33	LINNE RUND HONORARY BOOKS		41679	93960900	20217.6230	227595	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		3,717.56								
123770	8/19/2016		**6684 JIM MURR PLUMBING, INC**							
		1,074.00	MENS PUBLIC RESTROOM		41596	31932	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		1,074.00								
123771	8/19/2016		**1149 JOHNSON, SHIRLEY**							
		124.36	MILEAGE REIMBURSEMENT		41487	1/27-8/11/16	10140.6331		CONFERENCES, TRAINING, TRAVEL	CITY CLERK
		124.36								
123772	8/19/2016		**1718 KAPOSIA CONVENIENCE CENTER CORP**							
		39.00	CAR WASHES		41488	7/31/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		39.00								
123773	8/19/2016		**1740 KIMLEY-HORN AND ASSOCIATES, INC.**							
		12,506.54	ENG SVCS THRU 6/30/2016		41594	8068563	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		12,506.54								
123774	8/19/2016		**1743 KINNEY, CAROL**							
		142.50	2016 PRIMARY ELECTION		41568	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41568	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123775	8/19/2016		**7310 KLIMAS, MARLISSE**							
		142.50	2016 PRIMARY ELECTION		41569	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41569	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123776	8/19/2016		**1753 KLINGBERG, BARB**							
		142.50	2016 PRIMARY ELECTION		41570	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41570	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123777	8/19/2016		**1769 KRECH, DOUG**							

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									Continued...	
123777	8/19/2016		**1769 KRECH, DOUG**							
		142.50	2016 PRIMARY ELECTION		41571	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41571	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123778	8/19/2016		**1780 KRUEGER, STANLEY**							
		142.50	2016 PRIMARY ELECTION		41572	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41572	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123779	8/19/2016		**3577 LANDMARK ENVIRONMENTAL, LLC**							
		525.00	EPA CLOSEOUT REPORTS		41595	14021.01-3	20284.6530		IMPR OTHER THAN BUILDING	DEVELOPMENT
		525.00								
123780	8/19/2016		**1800 LANEGRAN, VIRGINIA**							
		157.50	2016 PRIMARY ELECTION		41573	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		42.00	ELECTION JUDGE TRAINING		41573	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		199.50								
123781	8/19/2016		**1805 LARSON, JOANN**							
		157.50	2016 PRIMARY ELECTION		41574	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		21.00	ELECTION JUDGE TRAINING		41574	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		178.50								
123782	8/19/2016		**1832 LILLIE SUBURBAN NEWSPAPERS**							
		33.08	ORD 1306		41484	001509 7/29/16	10140.6341		ADVERTISING	CITY CLERK
		180.25	PERIOD OPT SCAN PRIMARY NOT		41484	001509 7/29/16	10140.6341		ADVERTISING	CITY CLERK
		73.50	AUG PC		41484	001509 7/29/16	10410.6341		ADVERTISING	PLANNING & ZONING
		286.83								
123783	8/19/2016		**1841 LLOYD'S FIBERCARE, INC.**							
		910.00	CARPET CLEANING		41530	314686	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		910.00								
123784	8/19/2016		**7316 LUCCA, DIANA**							
		142.50	2016 PRIMARY ELECTION		41575	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41575	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123785	8/19/2016		**1853 LUNDQUIST, NANCY**							
		142.50	2016 PRIMARY ELECTION		41576	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK

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123785	8/19/2016		1853 LUNDQUIST, NANCY						Continued...	
		19.00	ELECTION JUDGE TRAINING		41576	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123786	8/19/2016		1854 LUNDQUIST, ROBERT							
		142.50	2016 PRIMARY ELECTION		41577	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41577	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123787	8/19/2016		1884 MASON, KAREN							
		142.50	2016 PRIMARY ELECTION		41578	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41578	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123788	8/19/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		375.77			41554	081716938134	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		375.77								
123789	8/19/2016		2009 MINNESOTA PIPE & EQUIPMENT							
		1,506.09	FOR METERS		41490	0360934	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		42.33	VALVES		41491	0361041	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,548.42								
123790	8/19/2016		2010 MINNESOTA POLLUTION CONTROL AGENCY							
		187.50	KAPOSIA LANDING TECH ASSIST		41492	10000016876	40429.6302	201480	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		187.50								
123791	8/19/2016		2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		160.80	PARK MAINT. EE		41493	070816	10340.6140		UNEMPLOYMENT COMP INS.	PARKS FACILITIES AND MTNCE
		338.16	WOOG ARENA EE		41493	070816	20243.6140		UNEMPLOYMENT COMP INS.	DOUG WOOG ARENA
		498.96								
123792	8/19/2016		2024 MINNESOTA VALLEY TESTING LABS							
		72.50	WATER TESTING		41494	819504	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		36.25	WATER TESTING		41495	820405	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		108.75								
123793	8/19/2016		5506 MMKR							
		949.86	AUDIT PROCESS BILL 4		41489	40399	10150.6302		PROFESSIONAL SERVICES	FINANCE
		85.79	AUDIT PROCESS BILL 4		41489	40399	20243.6302		PROFESSIONAL SERVICES	DOUG WOOG ARENA
		686.35	AUDIT PROCESS BILL 4		41489	40399	20245.6302		PROFESSIONAL SERVICES	AIRPORT

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123793	8/19/2016		5506 MMKR						Continued...	
		183.84	AUDIT PROCESS BILL 4		41489	40399	40402.6302		PROFESSIONAL SERVICES	CAPITAL PROGRAMS FUND
		183.84	AUDIT PROCESS BILL 4		41489	40399	40404.6302		PROFESSIONAL SERVICES	AIRPORT CAPITAL FUND
		132.37	AUDIT PROCESS BILL 4		41489	40399	40428.6302		PROFESSIONAL SERVICES	2014 LOCAL IMPROVEMENTS
		339.50	AUDIT PROCESS BILL 4		41489	40399	40429.6302	201480	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		1,103.06	AUDIT PROCESS BILL 4		41489	40399	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		735.38	AUDIT PROCESS BILL 4		41489	40399	60703.6302		PROFESSIONAL SERVICES	CENTRAL GARAGE FUND
		4,399.99								
123794	8/19/2016		5779 MNAWWA, C/O DENNIS ROSEMARK							
		245.00	REGISTER DUNN		41531	8/16/2016	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		245.00	REGISTER BROWN		41531	8/16/2016	50605.6331		CONFERENCES, TRAINING, TRAVEL	WATER UTILITY
		490.00								
123795	8/19/2016		2074 MUNZ, SHIRLEY							
		142.50	2016 PRIMARY ELECTION		41579	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41579	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123796	8/19/2016		7301 NAHRO							
		210.00	DUES 12/1/2016 - 11/30/2017		41496	1006327322	50677.6471		DUES & SUBSCRIPTIONS	NAN MCKAY APT BLDG
		210.00	DUES 12/1/2016 - 11/30/2017		41496	1006327322	50678.6471		DUES & SUBSCRIPTIONS	JOHN CARROLL APT BLDG
		420.00								
123797	8/19/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		4,383.66			41546	0817169381310	10101.2175		OTHER RETIREMENT	GENERAL FUND
		4,383.66								
123798	8/19/2016		6660 NATUS CORP							
		242.00	UNIT TURNAROUND		41497	CG610099	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		1,478.00	UNIT TURNAROUND		41498	CG60969	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		1,720.00								
123799	8/19/2016		2008 NCPERS MINNESOTA							
		32.00			41557	081716938137	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		32.00								
123800	8/19/2016		4868 OSTER, PAT							
		120.00	LUTHER MEMORIAL PRECINCT 3		41499	8/10/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		120.00								

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									Continued...	
123801	8/19/2016		2172 OTTERNESS, DALE							
		125.00	FUEL PURCHASE ON PERSONAL CARD		41597	332593	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		125.00								
123802	8/19/2016		2176 OXYGEN SERVICES COMPANY							
		249.86	RECYCLE CYLINDERS		41500	03349163	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		249.86								
123803	8/19/2016		2193 PELTIER PLUMBING							
		115.00	820 SOUTHVIEW BLVD		41501	7/26/2016	20284.6375	229050	OTHER CONTRACTED SERVICES	DEVELOPMENT
		115.00								
123804	8/19/2016		4979 PENGUIN RANDOM HOUSE LLC							
		30.00	LIONESS CLUB DONATION		41502	1088294093	20217.6230	227585	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		30.00	LIONESS CLUB DONATION		41503	10881195851	20217.6230	227585	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		60.00								
123805	8/19/2016		4276 PETRIE, KATHY							
		142.50	2016 PRIMARY ELECTION		41580	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41580	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123806	8/19/2016		5046 PIRTEK BURNSVILLE							
		241.21	HOSES FOR ROLLER #314		41504	S2327729.001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		60.00	SERVICE CALL		41504	S2327729.001	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		301.21								
123807	8/19/2016		2240 PLUNKETT'S INC.							
		95.62	PEST CONTROL - CITY HALL		41505	5486519	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		73.11	PEST CONTROL - PUBLIC WORKS		41506	5496505	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		25.00	PEST CONTROL - PH #4		41507	5496491	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		193.73								
123808	8/19/2016		2244 POLZIN, THOMAS							
		157.50	2016 PRIMARY ELECTION		41581	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		21.00	ELECTION JUDGE TRAINING		41581	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		178.50								
123809	8/19/2016		2286 QUILL CORP							
		15.99	BOOK TAPE		41508	6849269	20230.6201		OFFICE SUPPLIES	LIBRARY
		67.06	SWIFFER REFILL/TOWEL/AIR FRESH		41508	6849269	20230.6210		OPERATING SUPPLIES	LIBRARY

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123809	8/19/2016		2286 QUILL CORP						Continued...	
		83.05								
123810	8/19/2016		6341 RACHEL CONTRACTING, INC							
		88,019.54	KAPOSIA LANDING PHASE 1 #14		41509	14	40429.6530	201480	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS
		88,019.54								
123811	8/19/2016		2293 RAKNESS, RICH							
		157.50	2016 PRIMARY ELECTION		41582	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		42.00	ELECTION JUDGE TRAINING		41582	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		199.50								
123812	8/19/2016		6895 RAM CONSTRUCTION SERVICES OF MN, LLC							
		23,880.02	STAIR WEATHERIZATION PROJ #2		41510	2	50677.6520		BUILDINGS AND STRUCTURE	NAN MCKAY APT BLDG
		23,880.02								
123813	8/19/2016		2319 REED'S SALES & SERVICE							
		245.07	SPARK PLUG/SPRAYER/FEED HEAD		41511	60703.6220	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		245.07								
123814	8/19/2016		4275 RICHARDS, JANE							
		142.50	2016 PRIMARY ELECTION		41583	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41583	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123815	8/19/2016		1634 RICOH USA, INC.							
		227.00	COPIER RENTAL		41512	97263285	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		227.00								
123816	8/19/2016		2380 S & S TREE SPECIALISTS							
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41599	908895147	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41601	909004827	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41602	909054470	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41603	908955481	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		341.73	455 HARDMAN ROUNDUP BACK 2/3		41604	909064626	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41605	909107776	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41606	909162517	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41607	909218243	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41609	909350042	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		107.13	MOW LOT/SOUTH OF 405 HARDMAN		41610	909299075	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		160.00	LORRAINE PARK		41611	910359213	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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123816	8/19/2016		2380 S & S TREE SPECIALISTS						Continued...	
		1,465.90								
123817	8/19/2016		2408 SCHINDLER ELEVATOR CORPORATION							
		687.77	JOHN CARROLL BLD		41513	8104295196	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		667.03	NAN MCKAY		41514	8104295559	50677.6371.040		MTNCE-ELEVATOR MTNCE	NAN MCKAY APT BLDG
		1,354.80								
123818	8/19/2016		2415 SCHMIDTY'S LAWN, SNOW AND TREE							
		4,764.00	CONCORD TIF MOW & TRASH		41515	3684	40490.6375		OTHER CONTRACTED SERVICES	CONCORD TIF
		239.00	820 SOUTHVIEW		41516	3685	20284.6375	229050	OTHER CONTRACTED SERVICES	DEVELOPMENT
		1,169.00	MOW & TRASH VARIOUS LOTS		41516	3685	20284.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT
		1,443.00	MOW & TRASH VARIOUS LOTS		41516	3685	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		187.50	241 1ST AVE S/MOW & TRASH		41517	3673	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		7,802.50								
123819	8/19/2016		7312 SCHOWALTER. MARYLEE							
		142.50	2016 PRIMARY ELECTION		41584	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41584	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123820	8/19/2016		2460 SHI							
		6,888.00	HARD DRIVES & 10Gb NET		41598	B04911054	40402.6571	IT-112	COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		6,888.00								
123821	8/19/2016		7311 SKARSTAD, HOWARD							
		142.50	2016 PRIMARY ELECTION		41585	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41585	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123822	8/19/2016		3681 SMITH, JOANNE							
		142.50	2016 PRIMARY ELECTION		41586	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41586	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123823	8/19/2016		2491 SNAP ON TOOLS							
		30.25	PENLITE FLASHLIGHT		41518	07271662231	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		30.25	PENLITE FLASHLIGHT		41518	07271662231	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		60.50								
123824	8/19/2016		7309 STOLTENOW, MARK							

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123824	8/19/2016		7309 STOLTENOW, MARK						Continued...	
		76.00	2016 PRIMARY ELECTION		41587	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		28.50	ELECTION JUDGE TRAINING		41587	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		104.50								
123825	8/19/2016		2585 STREICHER'S, INC.							
		20.99	MAG HOLDER		41519	I1220309	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		20.99								
123826	8/19/2016		4231 TASER TRAINING ACADEMY							
		435.00	NEW TASER INSTRUCTOR		41520	TASE49170	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		435.00	NEW TASER INSTRUCTOR		41521	TASE49200	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		870.00								
123827	8/19/2016		2651 TOPNESS, DIANE							
		142.50	2016 PRIMARY ELECTION		41588	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41588	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123828	8/19/2016		2665 TRANS UNION LLC							
		82.88	BASIC SERVICE/BACKGROUND INVES		41522	07644022	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		82.88								
123829	8/19/2016		2696 TWIN CITY SAW CO.							
		292.94	NEW POLE SAW/PARTS		41523	A22146	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		292.93	POLE AT GRAND AVE EAST		41523	A22146	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		585.87								
123830	8/19/2016		3646 U.S. BANK EQUIPMENT FINANCE							
		102.00	COPY MACHINE LEASE/AUGUST		41524	310890520	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		102.00								
123831	8/19/2016		6854 VALLEY IMAGES PHOTOGRAPHY							
		150.00	20X30 COMPOST PRINT		41525	9446	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		150.00	ARTWORK/DESIGN		41525	9446	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		300.00								
123832	8/19/2016		2751 VERIZON WIRELESS							
		205.11	CONNECT PH3/17TH TANK/3 IPADS		41526	9769539918	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		205.11								

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									Continued...	
123833	8/19/2016		**7313 WRIGHT, BARBARA**							
		142.50	2016 PRIMARY ELECTION		41589	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		19.00	ELECTION JUDGE TRAINING		41589	8/12/2016	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		161.50								
123834	8/19/2016		**2844 WSB & ASSOC INC**							
		4,243.00	KAPOSIA LANDING PLANS&SPECS#26		41527	26	40429.6302	201480	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		2,702.50	MCMORROW PLANS & SPECS #8		41528	8	40429.6302	201490	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		6,945.50								
123835	8/19/2016		**2849 XCEL ENERGY**							
		1,180.44	AIRPORT JULY		41529	510788764	20245.6385		UTILITY SERVICE	AIRPORT
		1,180.44								
123836	8/26/2016		**1005 2020 BRAND SOLUTIONS**							
		234.99	WOODEN PICTURE FRAME		41701	20305-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		234.99								
123837	8/26/2016		**1011 ABC RENTALS INC.**							
		76.42	PRECINCT 3/LUTHER MEMORIAL		41702	245755	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		76.42								
123838	8/26/2016		**3739 ACCOUNTEMPS**							
		1,940.25	WEEK ENDED 8/12/2016		41783	46456134	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,940.25	WEEK ENDED 8/12/2016		41783	46456134	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		3,880.50								
123839	8/26/2016		**1016 ACE HARDWARE & PAINT**							
		17.99	LIGHT BULBS		41784	529085/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		17.99								
123840	8/26/2016		**6679 AMERICAN ENGINEERING TESTING, INC**							
		3,821.44	445 HARDMAN CONTAMINATE REMED		41840	92850	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		3,821.44								
123841	8/26/2016		**1050 ANOTHER LOCKSMITH, STEVE BECHTOLD**							
		95.50	BLANKS FOR MAILBOX KEYS		41860	2004	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		95.50								
123842	8/26/2016		**4059 ASCENT AVIATION GROUP, INC.**							
		25,415.63	7500 GAL 1OOLL		41704	380671	20245.6250		MERCHANDISE FOR RESALE	AIRPORT

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123842	8/26/2016		4059 ASCENT AVIATION GROUP, INC.						Continued...	
		25,415.63								
123843	8/26/2016		6909 B&B SHEET METAL & ROOFING, INC.							
		707.57	R&R ROOF LEAK AT SUPPORT POST		41705	53523	50678.6371.200		MTNCE-OTHER	JOHN CARROLL APT BLDG
		707.57								
123844	8/26/2016		3867 BARR ENGINEERING COMPANY							
		5,614.05	FCS-C SVCS THRU 7/8/2016		41706	23191151.02-5	40405.6530	201208	IMPR OTHER THAN BUILDING	FLOODWALL CONSTRUCTION
		5,614.05								
123845	8/26/2016		3283 BAUER FLOOR COVERING, INC.							
		1,117.11	BAILEY BATHROOM FLOOR		41707	71499	20291.1151.51022		LR-BAILEY, MARY LOU	REHAB LOANS-NO INTEREST
		1,117.11								
123846	8/26/2016		5978 BAUER SERVICES							
		1,850.00	REPAIR TO DUMP BOX #335		41786	103	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,150.00	FOR NEW SEWER CHEWER		41837	104	50605.6530		IMPR OTHER THAN BUILDING	WATER UTILITY
		550.00	PULL AND REINSTALL		41838	105	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		850.00	PULL AND REINSTALL		41839	107	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		4,400.00								
123847	8/26/2016		6676 BDS LAUNDRY MANAGEMENT CO							
		548.71	LAUNDRY EQUIPMENT RENTAL-JUNE		41787	V317312	50677.6371.120		MTNCE-MISCELLANEOUS	NAN MCKAY APT BLDG
		731.62	LAUNDRY EQUIPMENT RENTAL-AUG		41788	V320151	50678.6371.120		MTNCE-MISCELLANEOUS	JOHN CARROLL APT BLDG
		1,280.33								
123848	8/26/2016		1117 BLOOMINGTON SECURITY SOLUTIONS							
		1,065.00	ACCESS AGTE CARDS		41841	A10103	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		1,065.00								
123849	8/26/2016		3632 BOLTON & MENK, INC.							
		4,562.00	WENTWORTH LAYOUT FINAL		41789	0193092	40432.6302	201615	PROFESSIONAL SERVICES	2016 LOCAL IMPROVEMENTS
		4,562.00								
123850	8/26/2016		1125 BONUS BUILDING CARE IN MINNEAPOLIS							
		725.00	CLEANING SERVICE/AUGUST 2016		41708	608018002-31	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		725.00								
123851	8/26/2016		1129 BOYER FORD TRUCKS INC							
		299.45	SWITCH FOR #334		41790	1078909	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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123851	8/26/2016		1129 BOYER FORD TRUCKS INC						Continued...	
		299.45								
123852	8/26/2016		7328 BRITTA CHASE INC.							
		1,000.00	557 12TH AVE N/PERMIT SS021252		41791	SS021252	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		1,000.00								
123853	8/26/2016		3615 CAMPBELL KNUTSON, P.A.							
		14,480.14	PROSECUTION FEES		41792	7/31/2016	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		14,480.14								
123854	8/26/2016		2287 CENTURYLINK							
		88.68	WIRELEASE		41793	612 E12-7172 480 8/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE		41794	612 E12-5630 229 8/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE		41795	612 E12-5631 630 8/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		308.10								
123855	8/26/2016		2884 COMCAST							
		110.92	300 GRAND AVE W		41797	877210595029685 1 8/16/16	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		110.92	200 MARIE AVE		41798	877210595029682 8 8/17/16	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		308.41	125 3RD AVE N		41799	877210595030440 8 8/11/16	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		530.25								
123856	8/26/2016		1203 COMMERCIAL ASPHALT CO							
		181.10	SOUTHVIEW BLVD		41709	160731	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		181.10								
123857	8/26/2016		1206 COMMISSIONER OF TRANSPORTATION							
		84.29	CONCRETE INSPECTIONS		41710	P00006036	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		84.29								
123858	8/26/2016		5188 COOPER MECHANICAL LLC							
		200.00	PARTS FOR MCGUIRE FIELD		41800	345	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		212.50	LABOR/FIX IRRIGATION LINE		41800	345	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		50.00	PARTS FOR VET'S BUILDING		41801	376	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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123858	8/26/2016		5188 COOPER MECHANICAL LLC						Continued...	
		100.00	LABOR/REPAIR SPICKET		41801	376	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		562.50								
123859	8/26/2016		6719 CUB FOODS							
		27.21	TENANT MEETING SUPPLIES		41711	23014	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		27.21								
123860	8/26/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		239.13	2ND QUARTER UTILITIES		41802	00021730	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,143.17	RADIO FEES - JULY		41803	00021814	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		1,382.30								
123861	8/26/2016		6407 DARTS							
		3,874.00	PERSONAL AIDES - JULY 2016		41804	DARTS SSPAIDE 7/16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		1,296.75-	FEES EARNED - JULY 2016		41804	DARTS SSPAIDE 7/16	50671.4493		OTHER CHARGE FOR SERVICE - COM	CHSP PROGRAM
		46.10	MEAL PREP - JULY 2016		41804	DARTS SSPAIDE 7/16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		2,623.35								
123862	8/26/2016		1276 DELEGARD TOOL CO							
		127.56	GREASE GUN		41806	114922	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		117.50	BATTERY		41807	116479	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.38	PARTS/FIGURES & STAMP		41808	116599	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		279.44								
123863	8/26/2016		1326 EARL F. ANDERSEN, INC							
		103.10	SIGN		41712	0111790-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		103.10								
123864	8/26/2016		7308 FISH WINDOW CLEANING							
		1,399.00	WINDOW CLEANING - CITY HALL		41809	2863-25077	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		1,399.00								
123865	8/26/2016		1440 FREEDOM SERVICES INC							
		33.25	AUG 2016 ADMIN FEE		41713	8658	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		15.00	AUG 2016 ONLINE ACCESS		41713	8658	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		48.25								

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									Continued...	
123866	8/26/2016		1447 FURY MOTORS, INC.							
		25.92	BUSHING STABILIZER FOR #207		41714	5097778	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		25.92								
123867	8/26/2016		4887 GALE/CENGAGE LEARNING							
		178.34	ADULT FICTION BOOKS		41715	58461019	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		55.98	ADULT FICTION BOOKS		41716	58461323	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		19.99	ADULT FICTION BOOKS		41717	58469277	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.59	ADULT FICTION BOOKS		41718	58469047	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		52.78	ADULT FICTION BOOKS		41719	58480444	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		336.68								
123868	8/26/2016		1469 GENE'S CANDY, LLC							
		45.62	FARMERS MARKET COOKING SCHOOL		41810	136069	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		45.62								
123869	8/26/2016		1481 GLASSING FLORISTS							
		159.90	FLOWERS JIM METZEN		41720	00363453	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		159.90								
123870	8/26/2016		7329 GLOCK, INC.							
		291.00	MULTIPLE GUN PARTS		41811	SI-0153048	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		291.00								
123871	8/26/2016		1497 GOPHER STATE ONE-CALL							
		135.00	LOCATES		41721	6070712	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		135.00	LOCATES		41721	6070712	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		270.00								
123872	8/26/2016		1505 GRAINGER INC.							
		7.37	KEY BLANK/PINS		41722	9181144743	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		7.37								
123873	8/26/2016		5857 GREATAMERICA FINANCIAL SERVICES							
		219.90	POSTAGE MACHINE RENT-AUG2016		41812	19219721	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		219.90								
123874	8/26/2016		7330 GROVES, NIKKI							
		115.68	REFUND FOR ROOM RENTAL		41813	8/19/2016	20250.4546		CSCC ROOM RENTAL	CENTRAL SQUARE
		115.68								

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123875	8/26/2016		6659 HAB INC						Continued...	
		303.50	MONTHLY SOFTWARE SUPPORT		41726	0070009-IN	50677.6375.2		OTHER CONTR SVCS-SOFTWARE SUPP	NAN MCKAY APT BLDG
		303.50	MONTHLY SOFTWARE SUPPORT		41726	0070009-IN	50678.6375.2		OTHER CONTR SVCS-SOFTWARE SUPP	JOHN CARROLL APT BLDG
		607.00								
123876	8/26/2016		1545 HAMCO DATA PRODUCTS							
		125.90	RECEIPT PRINTER ROLLS		41727	143116	20230.6201		OFFICE SUPPLIES	LIBRARY
		125.90								
123877	8/26/2016		1556 HAWKINS, INC.							
		1,309.58	HYDROFLOSILCIC ACID		41728	3927925 RI	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		22.24	POOL CHEMICALS		41842	3930936 RI	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		22.24	POOL CHEMICALS		41842	3930936 RI	10528.6220		REPAIR & MAINTENANCE SUPPLIES	NORTHVIEW POOL
		1,354.06								
123878	8/26/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		496.91	KITCHEN FCT/BOWL GASKET		41723	9147663734	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		112.49	LED PHOTO CONTROL/BILBS		41724	9147831484	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		285.70	BATH TISSUE/C-FOLD TOWELS		41725	9147908496	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		895.10								
123879	8/26/2016		1558 HEALTHEAST MEDICAL TRANSPORTATION							
		85.00	16010736 BLOOD DRAW		41814	16-32103	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		85.00								
123880	8/26/2016		1560 HEALTHPARTNERS							
		98,579.72	HEALTH PREMIUMS SEPT 2016		41729	67493857	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		2,178.14	RETRO ADJUSTMENT (HEALTH)		41729	67493857	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,111.68	DENTAL PREMIUMS		41729	67493857	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		23.16	HEALTH PREMIUMS SEPT 2016		41729	67493857	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		101,892.70								
123881	8/26/2016		1615 HUEBSCH OF MINNESOTA							
		6.51	ENG MAT		41730	3708504	10315.6210		OPERATING SUPPLIES	ENGINEERING
		24.24	FINANCE/ADMIN MAT		41730	3708504	10150.6210		OPERATING SUPPLIES	FINANCE
		6.51	LICENSE/CODE MAT		41730	3708504	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMEN
		37.26								
123882	8/26/2016		3686 IMPACT PROVEN SOLUTIONS							
		1,251.96	MAIL PROCESS AUG 2016		41843	116214	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		1,251.96								

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123882	8/26/2016		3686 IMPACT PROVEN SOLUTIONS						Continued...	
123883	8/26/2016		1650 INGRAM LIBRARY SERVICES							
		49.73	BONACORDA/RIVARD MEMORIALS		41815	94114953	20217.6230	227595	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		99.62	RIVARD MEMORIALS		41816	94148720	20217.6230	227585	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		149.35								
123884	8/26/2016		6398 INNOVATIVE OFFICE SOLUTIONS LLC							
		1,175.00	OFFICE FURNITURE		41817	IN1269530	10150.6240		MINOR EQUIPMENT AND FURNITURE	FINANCE
		1,175.00								
123885	8/26/2016		7262 KODIAK POWER SYSTEMS, INC.							
		296.03	WORK DONE AT WELL #1		41844	KPS0030	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		296.03								
123886	8/26/2016		1803 LANGUAGE LINE SERVICES							
		103.50	OVER THE PHONE TRANSLATION		41818	3871735	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		103.50								
123887	8/26/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		28.63	MITCHELL NELSON		41732	C0043881	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		28.63								
123888	8/26/2016		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	JULY LEGAL SERVICES		41733	1000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		2,153.00	JULY LEGAL SERVICES		41733	1000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		62.50	JULY LEGAL SERVICES		41733	1000E	10101.2205	100083	DEPOSITS	GENERAL FUND
		250.00	JULY LEGAL SERVICES		41733	1000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		975.50	JULY LEGAL SERVICES		41733	1000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		4,941.00								
123889	8/26/2016		7332 LINDELL, BRANNA							
		68.92	8/24/16 TENANT PICNIC		41845	082216	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		68.92	8/22/16 TENANT PICNIC		41845	082216	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		137.84								
123890	8/26/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		290.00	APPL SUP-POLICE		41734	42160	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,554.00	APPL SUP-POLICE MCD		41734	42160	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		2,461.00	APPL SUP-FINANCE		41734	42160	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		1,906.00	APPL SUP-HR/PAYROLL		41734	42160	10150.6375		OTHER CONTRACTED SERVICES	FINANCE

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123890	8/26/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS						Continued...	
		2,092.00	APPL SUP-PIMS		41734	42160	10420.6375		OTHER CONTRACTED SERVICES	LICENSING & CODE ENFORCEMEN
		210.00	APPL SUP-BUS LIC		41734	42160	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		210.00	APPL SUP-CODE ENFORCEMENT		41734	42160	10420.6375		OTHER CONTRACTED SERVICES	LICENSING & CODE ENFORCEMEN
		1,208.00	APPL SUP-PARK & REC		41734	42160	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		137.00	APPL SUP-INSIGHT SOFTWARE		41734	42160	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		4,141.00	APPL SUP-UTILITY BILLING		41734	42160	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		42.00	APPL SUP-UB (RETIREES)		41734	42160	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		330.00	NETWORK SUPPORT		41846	42220	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		1,925.00	VIRTUAL SERVER SUPPORT		41846	42220	40402.6571	IT-112	COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		82.50	NETWORK SUPPORT		41847	42254	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		385.00	VIRUAL SERVER SUPPORT		41847	42254	40402.6571	IT-112	COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		3,146.54	PHONE SYSTEM LICENSE		41848	42192	40402.6571	IT-110	COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		3,107.50	VIRTUAL SERVER SUPPORT		41849	42118	40402.6571	IT-112	COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		23,227.54								
123891	8/26/2016		1867 MADISON NATIONAL LIFE INSURANCE CO.							
		1,816.57	PREMIUMS SEPT 2016		41735	8/18/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		24.15	ADDITIONS		41735	8/18/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		2.35	SALARY CHANGES		41735	8/18/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		1,843.07								
123892	8/26/2016		6681 MANN ENTERPRISES							
		220.50	WATER SOFTENER SALT		41819	8/5/2016	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		220.50	WATER SOFTENER SALT		41819	8/5/2016	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		441.00								
123893	8/26/2016		1886 MATRIX COMMUNICATIONS INC							
		254.50	EQUIPMENT MAINTENANCE CONTRACT		41850	0205491-IN	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		254.50								
123894	8/26/2016		1900 MCMULLEN INSPECTING, INC.							
		716.00	ELECTRICAL FEES THRU 8/1/2016		41736	8/1/2016	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMEN
		716.00								
123895	8/26/2016		1906 MED-TECH RESOURCE, INC.							
		37.96	BATTERIES		41737	63070	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		57.58	MOTOROLA BATTERIES		41820	63153	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		95.54								
123896	8/26/2016		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							

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123896	8/26/2016		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		213,632.20	SEP 2016 SEWER SERVICE		41738	0001058293	50606.6376		METRO WASTE CONTROL COMMISSION	SEWER UTILITY
		213,632.20								
123897	8/26/2016		6712 MIDWEST LIGHTING PRODUCTS							
		467.06	MAINTENANCE SUPPLIES		41739	00065038	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		467.06								
123898	8/26/2016		1949 MIDWEST TAPE							
		67.99	PLAYAWAY		41740	94196418	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		23.99	DVD		41741	94198970	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.99	DVD		41742	94198971	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		70.96	MUSIC CDS		41743	94198973	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		74.98	BOOKS ON CD		41744	94203984	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		34.99	BOOKS ON CD		41745	94203986	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		14.99	BOOKS ON CD		41746	94203987	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		19.99	DVD		41747	94218519	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		18.99	MUSIC CD		41748	94218670	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		114.97	BOOKS ON CD		41749	94224049	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		64.98	BOOKS ON CD		41750	94224101	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		41.98	BOOKS ON CD		41751	94224102	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		571.80								
123899	8/26/2016		7331 MINNEAPOLIS GARAGE BUILDERS LLC							
		1,000.00	148 E SPRUCE ST/PERMITSS021670		41821	8/19/2016	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		1,000.00								
123900	8/26/2016		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		351.56	CONF # 25400037155		41752	7/1/2016	10101.2083		SURCHARGES	GENERAL FUND
		351.56								
123901	8/26/2016		1997 MINNESOTA FLYER MAGAZINE							
		103.00	MINNESOTA FLYER MAGAZINE AD		41851	7/14/16	20245.6341		ADVERTISING	AIRPORT
		103.00								
123902	8/26/2016		2024 MINNESOTA VALLEY TESTING LABS							
		84.75	WATER TESTING		41852	821936	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		84.75								
123903	8/26/2016		6647 NEW ANSWERNET, INC.							
		68.62	ANSWERING SERVICE		41785	045-69232	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG

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123903	8/26/2016		6647 NEW ANSWERNET, INC.						Continued...	
		68.63	ANSWERING SERVICE		41785	045-69232	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		137.25								
123904	8/26/2016		5682 NITTI SANITATION							
		141.49	TRASH SERVICE CITY HALL		41753	423266	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		35.00	EXTRA CART/ENG		41753	423266	10330.6375	229000	OTHER CONTRACTED SERVICES	BUILDINGS
		191.81	TRASH SERVICE KAPOSIA PARK		41754	423270	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING		41754	423270	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		191.81	MCLAIN POOL		41755	423271	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		191.81	NORTHVIEW POOL		41756	423272	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING		41756	423272	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		191.81	MCMORROW FIELD		41757	423273	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		25.00	RECYCLING		41757	423273	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		14.04	WATEROUS		41758	423274	50606.6379		CONT SERV/REFUSE & SANITATION	SEWER UTILITY
		14.61	TRASH SERVICE/COMPOST SITE		41759	423275	10170.6379		CONT SERV/REFUSE & SANITATION	RECYCLING PROGRAM
		57.00	LIBRARY		41760	423267	20230.6379		CONT SERV/REFUSE & SANITATION	LIBRARY
		1,104.38								
123905	8/26/2016		6685 NORDQUIST, GLORIA							
		100.00	KEY PERSON - JOHN CARROLL		41761	0831/16	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		100.00								
123906	8/26/2016		3953 NORTHERN TECHNOLOGIES, LLC							
		1,017.50	SET UP ROLL PATTERN		41822	18339	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		1,017.50								
123907	8/26/2016		2155 OLLOM APPLIANCE							
		102.83	AC POWER CORD		41853	34063	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		90.97	GASKET-FRIG DOOR		41854	34133	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		233.91	SVC CALL/FRIG AND RANGE		41855	39097	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		427.71								
123908	8/26/2016		4863 OLSEN CHAIN & CABLE, INC							
		130.09	POLY SLINGS		41823	585583	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		130.09								
123909	8/26/2016		6662 OPTAGE HOME DELIVERED MEALS							
		1,595.13	JULY MEALS FOR ILP		41824	41427	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		1,595.13								

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123910	8/26/2016		2217 PETTY CASH-CITY HALL						Continued...	
		20.00	NOTARY REGISTRATION		41796	6/16-8/9/2016	10420.6371		REPAIRS & MAINT CONTRACTUAL	LICENSING & CODE ENFORCEMEN
		11.88	MILEAGE REIMBURSMENT		41796	6/16-8/9/2016	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		20.00	PARKING		41796	6/16-8/9/2016	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINSTRATION
		10.00	PARKING		41796	6/16-8/9/2016	10530.6331		CONFERENCES, TRAINING, TRAVEL	COMMUNITY AFFAIRS
		19.71	FUEL/WHITE IMPALA		41796	6/16-8/9/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		17.12	TUBS FOR VOTING SUPPLIES		41796	6/16-8/9/2016	10140.6210		OPERATING SUPPLIES	CITY CLERK
		50.00	TINT REMOVAL		41796	6/16-8/9/2016	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		12.71	BEVERAGE FOR RETIREMENT PARTY		41796	6/16-8/9/2016	10120.6430		MISCELLANEOUS	CITY ADMINSTRATION
		11.23	MEAL REIMBURSEMENT		41796	6/16-8/9/2016	10420.6331		CONFERENCES, TRAINING, TRAVEL	LICENSING & CODE ENFORCEMEN
		1.19	INSTANT COFFEE		41796	6/16-8/9/2016	20230.6430		MISCELLANEOUS	LIBRARY
		5.00	REIMBURSE AIRPORT INVOICE #229		41796	6/16-8/9/2016	20245.4587		AIRCRAFT PARKING FEES	AIRPORT
		178.84								
123911	8/26/2016		6683 POPP COMMUNICATIONS							
		114.60	PHONE LINES		41825	992358194	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		114.60	PHONE LINES		41825	992358194	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		229.20								
123912	8/26/2016		6663 PREMIUM WATERS INC							
		8.78	KANDIYOHI WATER FOR COOLER		41762	303656-07-16	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		8.78								
123913	8/26/2016		6898 R.J RYAN CONSTRUCTION, INC.							
		15,210.00	150 BRIDGEPOINT DRIVE/SS019429		41828	8/19/2016	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		15,210.00								
123914	8/26/2016		2319 REED'S SALES & SERVICE							
		124.79	SPRING LOOP/ROD/CAPSCREW		41826	145573	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		37.05	GASKET/O-RING/SEAL OIL		41827	145619	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		161.84								
123915	8/26/2016		6818 RJ MECHANICAL, INC							
		2,086.98	REPLACE COMPRESSOR COMM RM		41763	5331	50677.6371.110		MTNCE-CONTRACTS	NAN MCKAY APT BLDG
		2,086.98								
123916	8/26/2016		5755 RYAN CONTRACTING							
		92,291.55	BP COURT 2 PT		41856	2 PARTIAL	40431.6530	201513	IMPR OTHER THAN BUILDING	2015 LOCAL IMPROVEMENTS
		92,291.55								
123917	8/26/2016		2410 SCHLOMKA SERVICES							

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123917	8/26/2016		2410 SCHLOMKA SERVICES						Continued...	
		920.00	PUMP/CLEAN OUT LIFTSTATIONS		41764	18723	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		920.00								
123918	8/26/2016		6865 SCHROEDER, RYAN R.							
		3,125.00	PROJECT MNGT/CONSULTATION SVCS		41765	JULY 2016	10120.6302		PROFESSIONAL SERVICES	CITY ADMINSTRATION
		3,125.00								
123919	8/26/2016		6664 SCREENING REPORTS							
		137.50	TENANT VERIFICATION		41766	720165439	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		137.50	TENANT VERIFICATION		41766	720165439	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		275.00								
123920	8/26/2016		6686 SHEPHERD, JW							
		50.00	KEY PERSON - NAN MCKAY		41731	083116	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		50.00								
123921	8/26/2016		2558 STATE INDUSTRIAL PRODUCTS							
		97.00	AIR CARE PROGRAM		41829	97905390	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		97.00								
123922	8/26/2016		2585 STREICHER'S, INC.							
		42.49	KHAKI PANTS		41830	I1222566	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		42.49								
123923	8/26/2016		6504 SUSSEL CORPORATION							
		1,000.00	1421 THOMPSON AVE/SS021535		41831	8/18/2016	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		1,000.00	232 W SPRUCE ST/PERMITSS021232		41857	SS021232	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		2,000.00								
123924	8/26/2016		6682 TIDY SERVICE OF MN, INC							
		750.00	NAN MCKAY		41767	20050	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		750.00								
123925	8/26/2016		2648 T-MOBILE							
		58.20	PHONE CHARGES		41768	828792863 8/11/16	20260.6390		POSTAGE AND TELEPHONE	HOUSING GENERAL
		104.83	PHONE CHARGES		41768	828792863 8/11/16	50671.6390		POSTAGE AND TELEPHONE	CHSP PROGRAM
		78.71	PHONE CHARGES		41768	828792863 8/11/16	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG

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123925	8/26/2016		2648 T-MOBILE						Continued...	
		131.20	PHONE CHARGES		41768	828792863 8/11/16	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		32.80	PHONE CHARGES		41769	941459303 8/11/16	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		32.80	PHONE CHARGES		41769	941459303 8/11/16	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		438.54								
123926	8/26/2016		2679 TROJES TRASH PICKUP, INC							
		66.95	820 SOUTHVIEW AUG 2016		41858	68101316	20284.6379	229050	CONT SERV/REFUSE & SANITATION	DEVELOPMENT
		66.95								
123927	8/26/2016		6729 TWIST OFFICE PRODUCTS							
		154.96	VOTING PENS & WHITE OUT		41859	763729-0	10140.6210		OPERATING SUPPLIES	CITY CLERK
		154.96								
123928	8/26/2016		7327 UNIVERSITY LANGUAGE CENTER, INC.							
		50.00	TENANT INTERVIEW		41772	20886	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		50.00	TENANT INTERVIEW		41772	20886	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		100.00								
123929	8/26/2016		2731 USABLE LIFE							
		1,631.55	LIFE INSURANCE SEPT 2016		41770	4000692532	10101.2178		LIFE INSURANCE	GENERAL FUND
		35.10	ADDITIONS		41770	4000692532	10101.2178		LIFE INSURANCE	GENERAL FUND
		12.40	CHANGES/ADJUSTMENTS		41770	4000692532	10101.2178		LIFE INSURANCE	GENERAL FUND
		12.40-	TERMINATIONS		41770	4000692532	10101.2178		LIFE INSURANCE	GENERAL FUND
		1,666.65								
123930	8/26/2016		2756 VIKING AUTOMATIC SPRINKLER CO.							
		270.00	JULY 2016 INSPECTION		41771	SP011546	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		270.00								
123931	8/26/2016		2804 WELLS FARGO REMITTANCE CENTER							
		119.00	3QDB SKILLPATH-TRAINING		41773	1522 8/8/2016	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		66.84	3AFL OFFICEDEPOT-POSTITS/TAPE		41773	1522 8/8/2016	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		12.99	JBV5 AMAZON-PHONE CABLE		41773	1522 8/8/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		64.99	KH0Q OFFICEDEPOT-BLUE RAY DISK		41773	1522 8/8/2016	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		79.99	6KRZ OFFICEDEPOT-FLOOR MAT		41773	1522 8/8/2016	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		343.81								

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123932	8/26/2016		7326 WHEELER HARDWARE COMPANY						Continued...	
		486.00	MAIN & INNER SECURITY ENTRY		41774	SP165678	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		486.00								
123933	8/26/2016		2844 WSB & ASSOC INC							
		4,477.00	SURVEY OAK PARK 3 JUNE		41775	3	40432.6371	201608	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		4,950.00	MSA TRAFFIC COUNTS 2 JUNE		41776	2	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		9,427.00								
123934	8/26/2016		2849 XCEL ENERGY							
		57.23	POLICE - JULY		41777	511671639	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		1,129.95	CITY HALL - JULY		41778	511674027	10330.6385		UTILITY SERVICE	BUILDINGS
		100.79	STREET LIGHT UTILITY FUND		41778	511674027	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		563.29	PARKS - JULY		41779	511128281	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		2,052.64	SPLASH POOL		41779	511128281	10527.6385		UTILITY SERVICE	SPLASH POOL
		2,026.71	NORTHVIEW POOL		41779	511128281	10528.6385		UTILITY SERVICE	NORTHVIEW POOL
		391.91	STREET LIGHT UTILITY FUND		41779	511128281	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		629.37	SEWER - JULY		41780	511684306	50606.6385		UTILITY SERVICE	SEWER UTILITY
		10,880.31	STREET LIGHTS		41781	511323728	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		17,832.20								
123935	8/26/2016		2866 ZEP SALES & SERVICE							
		395.38	SHOP CLEANERS		41782	9002379337	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		395.38								
123936	9/6/2016		3739 ACCOUNTEMPS							
		1,794.00	WEEK ENDED 8/12/2016 ANDERSON		41948	46490771	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,794.00	WEEK ENDED 8/12/2016 ANDERSON		41948	46490771	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		3,588.00								
123937	9/6/2016		1016 ACE HARDWARE & PAINT							
		48.93	PROPANE FILL/CAULK/AJAX		41869	529235/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		48.93								
123938	9/6/2016		5257 AL SERVICES LLC							
		617.50	TRANSFORMER BLEW		41870	4771	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		50.00	PARTS		41871	4772	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		190.00	LABOR		41871	4772	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		857.50								
123939	9/6/2016		1042 AMERIPRIDE SERVICES INC							

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123939	9/6/2016		1042 AMERIPRIDE SERVICES INC						Continued...	
		69.45	RUG RENTAL		41872	1003548801	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		69.45								
123940	9/6/2016		4059 ASCENT AVIATION GROUP, INC.							
		14,795.15	7504 GAL JETA		41873	383719	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		14,795.15								
123941	9/6/2016		7334 AUDIO VIDEO ELECTRONICS							
		819.00	PROJECTOR WIRING CNF RM		41949	16-3856	20245.6240		MINOR EQUIPMENT AND FURNITURE	AIRPORT
		819.00								
123942	9/6/2016		5978 BAUER SERVICES							
		29,500.00	MCMORROW SHELTER MOVE		41951	99	20202.6530	227640	IMPR OTHER THAN BUILDING	PARK LAND DEDICATION
		9,430.00	SHELTER SIDEWALK		41952	108	20202.6530	227640	IMPR OTHER THAN BUILDING	PARK LAND DEDICATION
		5,537.00	SITE RESTORATION		41953	109	20202.6530	227640	IMPR OTHER THAN BUILDING	PARK LAND DEDICATION
		44,467.00								
123943	9/6/2016		7335 BAUER, STEVEN							
		15.83	TRANSFER TO SILVER AND FIT		41950	8/30/2016	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		1.13	REIMBURSE 1 MO ACH PAYMENT		41950	8/30/2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		16.96								
123944	9/6/2016		3632 BOLTON & MENK, INC.							
		2,200.35	APRON RECON		41874	0193284	40404.6530	201515	IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		2,200.35								
123945	9/6/2016		1129 BOYER FORD TRUCKS INC							
		299.45	SWITCH FOR TRUCK #330		41875	1081214	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		299.45								
123946	9/6/2016		1184 CINTAS CORPORATION #754							
		15.09	WORK SHIRTS		41876	754629240	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORK SHIRTS		41876	754629240	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORK SHIRTS		41876	754629240	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORK SHIRTS		41876	754629240	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		32.20	WORK SHIRTS		41876	754629240	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		165.35	MATS		41877	754627484	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		15.09	WORK SHIRTS		41878	754626691	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORK SHIRTS		41878	754626691	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORK SHIRTS		41878	754626691	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY

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123946	9/6/2016		1184 CINTAS CORPORATION #754						Continued...	
		6.72	WORK SHIRTS		41878	754626691	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		32.20	WORK SHIRTS		41878	754626691	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		15.09	WORK SHIRTS		41879	754624198	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORK SHIRTS		41879	754624198	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORK SHIRTS		41879	754624198	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORK SHIRTS		41879	754624198	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		64.20	WORK SHIRTS		41879	754624198	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		15.09	WORK SHIRTS		41880	754621665	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORK SHIRTS		41880	754621665	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORK SHIRTS		41880	754621665	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORK SHIRTS		41880	754621665	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		32.20	WORK SHIRTS		41880	754621665	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		15.09	WORK SHIRTS		41881	754611545	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORK SHIRTS		41881	754611545	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORK SHIRTS		41881	754611545	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORK SHIRTS		41881	754611545	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		32.20	WORK SHIRTS		41881	754611545	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		15.09	WORK SHIRTS		41954	754631733	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORK SHIRTS		41954	754631733	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORK SHIRTS		41954	754631733	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORK SHIRTS		41954	754631733	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		32.20	WORK SHIRTS		41954	754631733	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		669.25								
123947	9/6/2016		1192 CITY OF ST. PAUL							
		1,785.95	ASPHALT FOR STREET PATCHING		41936	IN00017296	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,785.95								
123948	9/6/2016		6889 COLLINS ELECTRICAL CONSTRUCTION CO.							
		378.20	ADD LED LIGHTING TO MAIL ROOM		41882	1253	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		378.20								
123949	9/6/2016		2884 COMCAST							
		142.78	CABLE SERVICES		41955	877210595021377 3 8/19/16	20250.6375		OTHER CONTRACTED SERVICES	CENTRAL SQUARE
		142.78								
123950	9/6/2016		1238 DAHN CONSTRUCTION CO, LLC							
		5,531.62	SOUTHVIEW BLVD/3RD AVE SO		41883	16-153	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		5,531.62								

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123950	9/6/2016		1238 DAHN CONSTRUCTION CO, LLC						Continued...	
123951	9/6/2016		1303 DOODY CLEANING SERVICES							
		425.00	CLEANING SERVICES AUG 2016		41884	791	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		425.00								
123952	9/6/2016		1350 EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
		15.00	100' STROBE WIRE		41885	WC081116-1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		771.12	LIGHTS & BRACKETS FOR LOADER		41886	WC081116-1A	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		786.12								
123953	9/6/2016		1380 FACTORY MOTOR PARTS CO							
		53.94	DEGREASER		41887	1-5044542	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		179.98	BATTERY		41888	1-Z08353	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		233.92								
123954	9/6/2016		1428 FORCE AMERICA							
		8.00	FITTING FOR LOADER		41889	IN001-1073175	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		8.00								
123955	9/6/2016		1440 FREEDOM SERVICES INC							
		577.55			41976	083116931143	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		577.55								
123956	9/6/2016		1452 GALLS LLC							
		44.95	STREET PRO GEAR BAG		41890	005847224	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		44.95								
123957	9/6/2016		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		35.95	STAMP		41891	58868	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		49.00	BUSINESS CARDS/GARCIA		41892	70394D	20280.6201		OFFICE SUPPLIES	ECON DEV GENERAL
		49.00	BUSINESS CARDS/HELLEGERS		41893	70395D	10410.6201		OFFICE SUPPLIES	PLANNING & ZONING
		133.95								
123958	9/6/2016		1505 GRAINGER INC.							
		27.54	DOOR REINFORCER		41894	9194668860	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		27.54								
123959	9/6/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		63.98	FLOODLIGHT		41895	9147906993	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		54.97	ODO BAN/BOWL CLEANER		41896	9147933835	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG

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123959	9/6/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		24.92	SWITCH PLATES		41897	9147986182	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		86.76	SHOWERHEAD		41898	9148085525	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		26.97	TOWEL BAR SET		41899	9148085526	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		584.85	REFRIGERATOR DOOR RACK		41900	9148197830	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		842.45								
123960	9/6/2016		1615 HUEBSCH OF MINNESOTA							
		11.35	BRUSHMATS JULY		41902	3693036	20260.6381		OTHER RENTALS	HOUSING GENERAL
		53.21	BRUSHMATS JULY		41903	3700428	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		14.81-	SALES TAX CREDIT FOR JAN		41904	3626310	50677.6371.110		MTNCE-CONTRACTS	NAN MCKAY APT BLDG
		19.40-	SALES TAX CREDIT FOR JAN		41904	3626310	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		53.21	BRUSHMATS JULY		41905	3693026	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		83.56								
123961	9/6/2016		1655 INTEGRA TELECOM							
		641.16	PHONE LINES		41956	14096927	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		641.16								
123962	9/6/2016		6869 IUOE LOCAL 70							
		147.75			41974	0831169311419	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		147.75								
123963	9/6/2016		6642 JOHNSON CONTROLS, INC							
		134.96	STARINER/DOMESTIC HOT WATER		41906	1-36936675381	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		230.40	LEAK BACK PATIO AC		41907	1-37341572776	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		3,718.66	REPAIR ROOF EXHAUSTERS		41908	1-37284746272	50678.6371.020		MTNCE-HEATING/COOLING	JOHN CARROLL APT BLDG
		4,084.02								
123964	9/6/2016		1757 KNOWLANS SUPER MARKETS INC.							
		11.98	ICE AND BOTTLED WATER		41957	5541	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		11.98								
123965	9/6/2016		7321 LAWAL SCOTT ERICKSON ARCHITECTS, INC.							
		8,036.11	SPACE AND NEEDS ASSESS JULY		41911	1282	40402.6375	BLD163	OTHER CONTRACTED SERVICES	CAPITAL PROGRAMS FUND
		8,036.11								
123966	9/6/2016		1811 LAWSON PRODUCTS INC.							
		128.57	CABLE TIES		41909	9304298276	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		128.57								

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123967	9/6/2016		4649 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
		2,042.69	H00697488 WK COMP CLAIM RUNOFF		41910	10320.6151	10320.6151		WORKERS COMP DEDUCTIBLE	PUBLIC WORKS
		2,042.69								
123968	9/6/2016		1818 LELS LOCAL 95							
		1,300.00			41977	083116931144	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,300.00								
123969	9/6/2016		1842 LOCAL 120							
		1,421.00			41978	083116931145	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		1,421.00								
123970	9/6/2016		1911 MENARDS, INC-WEST ST PAUL							
		48.51	RUBBER HOSE/WEDGE ANCHOR		41913	7215	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		154.98	DUCK TAPE/LAWN SPRINKLER PUMP		41914	17232	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		34.38	BATTERIES/METAL BLADES/MASONRY		41915	17298	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		79.62	GARDEN SHEARS/PRUNER/SAW		41916	17409	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		40.94	GARDEN SHEARS/PRUNER/SAW		41916	17409	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		4.29	SHACKLE SPA FGD		41917	17465	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		117.53	CLAMP SET/ADJ WRENCH/PLIER		41918	17551	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		36.38	JOINT FILLER/WAX SEAL/CLEANER		41919	17769	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		91.66	TAPE/ADAPTERS/SCREWS/BUSHING		41920	18263	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		608.29								
123971	9/6/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		358.07			41979	083116931146	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		358.07								
123972	9/6/2016		4506 MINNESOTA BCA							
		825.00	TRAINING		41921	11060	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		825.00								
123973	9/6/2016		1973 MINNESOTA BENEFIT ASSOCIATION							
		195.63			41980	083116931147	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		195.63								
123974	9/6/2016		1997 MINNESOTA FLYER MAGAZINE							
		103.00	MINNESOTA FLYER DISPLAY AD		41922	8/11/2016	20245.6341		ADVERTISING	AIRPORT
		103.00								
123975	9/6/2016		5506 MMKR							

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123975	9/6/2016		5506 MMKR						Continued...	
		9,500.00	SINGLE AUDIT OF FEDERAL AWARDS		41912	40446	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		15,750.00	SPECIAL AUDITING SERVICES		41912	40446	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		25,250.00								
123976	9/6/2016		4304 NATIONAL LAW ENFORCEMENT SUPPLY							
		62.00	DISPOSABLE MULTI PAK W/LABELS		41923	135125	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		62.00								
123977	9/6/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		4,383.66			41967	0831169311412	10101.2175		OTHER RETIREMENT	GENERAL FUND
		4,383.66								
123978	9/6/2016		2098 NATURE CALLS INC							
		950.80	PORTA POTTIES		41958	24621	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		950.80								
123979	9/6/2016		6660 NATUS CORP							
		1,130.00	JOHN CARROLL BLD #312		41924	CG611436	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		1,130.00								
123980	9/6/2016		2149 OFFICE OF MN IT SERVICES							
		317.98	PHONE LINES FROM ST OF MN		41925	W16070681	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		159.95	PHONE LINES FROM ST OF MN		41925	W16070681	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		477.93								
123981	9/6/2016		2233 PIONEER RIM & WHEEL COMPANY							
		149.44	TRAILER CONNECTORS		41926	1-344849	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		360.74	PARTS TO REPAIR STONE MIXER		41927	1-346175	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		510.18								
123982	9/6/2016		5046 PIRTEK BURNSVILLE							
		299.00	NEW HOSE FOR TRUCK #335		41928	S2298174.001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		166.86	50 FT NYLON HOSE SLEEVE		41929	S2300384.001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		664.74	HOSE FOR GRAPLER BUCKET		41930	S2335591.001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		234.00	LABOR		41930	S2335591.001	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		316.06	HOSES FOR LOADER		41931	S2335637.001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,680.66								
123983	9/6/2016		2243 POLICE FLOWER FUND							
		27.00			41969	0831169311414	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

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123983	9/6/2016		2243 POLICE FLOWER FUND						Continued...	
		27.00								
123984	9/6/2016		1634 RICOH USA, INC.							
		76.00	COPIER RENT 7/25-8/24/16		41960	97315518	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		76.00	CSCC COST SHARE		41960	97315518	20250.6378		COPIER MAINTENANCE AGREEMENT	CENTRAL SQUARE
		7.60	LATE FEE		41960	97315518	20250.6378		COPIER MAINTENANCE AGREEMENT	CENTRAL SQUARE
		159.60								
123985	9/6/2016		1636 RICOH USA, INC.							
		60.00	COPY CHARGES/BASE 8/12-9/11/16		41959	5043898717	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		5.87	B&W COPIES		41959	5043898717	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		302.89	COLOR COPIES		41959	5043898717	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		368.76								
123986	9/6/2016		5537 SAFE-FAST INC							
		35.70	HI VIS YELLOW COOLING TOWELS		41932	INV172041	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		35.70								
123987	9/6/2016		6703 SENTRY SYSTEMS, INC							
		30.00	JOHN CARROLL BLD		41934	718014	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		30.00	NAN MCKAY		41935	717897	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		60.00								
123988	9/6/2016		2464 SHORT ELLIOTT HENDRICKSON INC							
		3,767.39	2016 ODOR SUPPORT		41933	319086	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMEN
		3,767.39								
123989	9/6/2016		2558 STATE INDUSTRIAL PRODUCTS							
		121.73	AIR CARE PROGRAM		41901	97923469	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		121.73								
123990	9/6/2016		2648 T-MOBILE							
		33.83	HOT SPOT		41961	487685314 8/17/16	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		33.83								
123991	9/6/2016		2705 UNIFORMS UNLIMITED							
		53.99	HEADPHONES		41937	38726-1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		53.99								

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123992	9/6/2016		2744 VAN PAPER COMPANY						Continued...	
		345.86	HAND TOWELS/TISSUE/TRASH LINER		41938	396192-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		46.01	HAND TOWELS		41939	396243-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		391.87								
123993	9/6/2016		7336 VEGA, ADRIAN							
		25.00	LORRAINE PARK SHELTER RENTAL		41962	7/12/2016	10520.4465		PARKS FACILITIES RENTAL	PARKS ADMINISTRATION
		1.78	PARK & REC		41962	7/12/2016	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		26.78								
123994	9/6/2016		2751 VERIZON WIRELESS							
		35.01	MDC CHARGES		41940	9770429075	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		35.01								
123995	9/6/2016		2767 W.D. LARSON COMPANIES LTD, INC.							
		55.02	BRACKETS AND HOOKS		41941	B-262290048	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		21.08	AIR DEF2		41942	B-262240189	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		76.10								
123996	9/6/2016		6639 WHEELCO BREAK & SUPPLY, INC.							
		119.38	SEAL FOR FIRE ENGINE 1		41943	5262240021	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		8.42	SINGLE SWIVEL FOR FIREENGINE 1		41944	5262240043	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		162.64	BRAKE/SEAL FIRE ENGINE 1		41945	5262250022	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		290.44								
123997	9/6/2016		2844 WSB & ASSOC INC							
		4,000.00	JULY 2016 CODE ENFORCEMENT		41946	31	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMEN
		4,000.00								
123998	9/6/2016		7333 YALE MECHANICAL, LLC							
		429.73	820 SVB A/C SERVICE		41963	172633	20284.6375	229050	OTHER CONTRACTED SERVICES	DEVELOPMENT
		429.73								
123999	9/6/2016		2867 ZIEGLER, INC.							
		141.18	COUPLERS FOR LOADER		41947	PC001806288	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		141.18								
2016262	8/19/2016		1338 EFTPS							
		31,228.99			41545	081716938131	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		33,188.14			41552	081716938132	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		64,417.13								

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2016262	8/19/2016		1338 EFTPS						Continued...	
2016263	8/19/2016		2013 MINNESOTA REVENUE (C)							
		12,415.07			41558	081716938138	10101.2172		STATE WITHHOLDING	GENERAL FUND
		12,415.07								
2016264	8/19/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		314.72			41555	081716938135	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			41556	081716938136	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		885.09								
2016265	8/19/2016		2748 VANTAGE POINT TRANSFER (EFT)							
		3,589.94			41549	0817169381313	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,589.94								
2016266	8/19/2016		2200 PERA							
		47,300.06			41547	0817169381311	10101.2174		PERA	GENERAL FUND
		47,300.06								
2016267	8/19/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21							
		230.84			41550	0817169381314	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		230.84								
2016268	8/19/2016		6014 US BANK							
		1,970.00			41551	0817169381315	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,970.00								
2016269	8/19/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,837.50			41559	081716938139	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,837.50								
2016270	8/19/2016		2718 UNITED WAY OF THE ST PAUL AREA (EFT)							
		50.00			41156	08021616173515	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		50.00			41548	0817169381312	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		100.00								
2016271	9/1/2016		1338 EFTPS							
		228.18			41832	0824161118101	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		635.02			41833	0824161118102	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		863.20								

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2016272	9/1/2016		2013 MINNESOTA REVENUE (C)						Continued...	
		151.09			41834	0824161118103	10101.2172		STATE WITHHOLDING	GENERAL FUND
		151.09								
2016273	9/1/2016		2200 PERA							
		382.00			41836	0824161118105	10101.2174		PERA	GENERAL FUND
		382.00								
2016274	9/1/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		2,464.68			41835	0824161118104	10101.2175		OTHER RETIREMENT	GENERAL FUND
		2,464.68								
2016275	8/19/2016		2011 MINNESOTA PUBLIC FACILITIES AUTHORITY							
		16,765.29	LOAN INTEREST		41861	8/19/2016	50605.6611		BOND INTEREST	WATER UTILITY
		125,000.00	LOAN PRINCIPLE		41861	8/19/2016	50605.2630		BONDS PAYABLE - CURRENT PORTIO	WATER UTILITY
		141,765.29								
2016276	8/22/2016		6537 FDGL LEASE PAYMENT							
		12.00	CC MACHINE LEASE-KEYPAD		41862	160821	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		12.00								
2016277	8/23/2016		6037 HEALTHPARTNERS-DENTAL							
		984.40	DENTAL CLAIMS PAID		41863	08/11-08/17/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		984.40								
2016278	8/23/2016		2013 MINNESOTA REVENUE (C)							
		.39-	CASH OVER/SHORT		41864	JULY 2016	10101.4673		CASH OVER/SHORT	GENERAL FUND
		1,819.25	SALES TAX FOR JULY 2016		41864	JULY 2016	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		6.32	SALES TAX FOR JULY 2016		41864	JULY 2016	20230.2081		DUE TO OTHER GOVT-SALES	LIBRARY
		1,879.22	SALES TAX FOR JULY 2016		41864	JULY 2016	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		26.59	SALES TAX FOR JULY 2016		41864	JULY 2016	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		936.72	SALES TAX FOR JULY 2016		41864	JULY 2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		2,916.29	SALES TAX FOR JULY 2016		41864	JULY 2016	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		7,584.00								
2016279	8/31/2016		6673 LARSON, DEBRA							
		50.00	KEY PERSON-NAN MCKAY SEPT2016		41865	083116	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		50.00								
2016280	8/15/2016		6037 HEALTHPARTNERS-DENTAL							

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									Continued...	
2016280	8/15/2016		6037 HEALTHPARTNERS-DENTAL							
		154.52	DENTAL CLAIMS PAID		41866	08/04-08/10/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		154.52								
2016281	7/11/2016		6014 US BANK							
		1,250.00	2ND HALF 2016 CONTRIBUTION		41984	071116	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,250.00								
2016282	9/2/2016		1338 EFTPS							
		30,670.49			41964	083116931141	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		30,012.38			41975	083116931142	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		60,682.87								
2016283	9/2/2016		2013 MINNESOTA REVENUE (C)							
		12,052.24			41965	0831169311410	10101.2172		STATE WITHHOLDING	GENERAL FUND
		12,052.24								
2016284	9/2/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		314.72			41981	083116931148	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			41982	083116931149	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		885.09								
2016285	9/2/2016		2748 VANTAGE POINT TRANSFER (EFT)							
		3,589.94			41971	0831169311416	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,589.94								
2016286	9/2/2016		2200 PERA							
		48,109.53			41968	0831169311413	10101.2174		PERA	GENERAL FUND
		48,109.53								
2016287	9/2/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21							
		230.84			41972	0831169311417	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		230.84								
2016288	9/2/2016		6014 US BANK							
		2,178.32			41973	0831169311418	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		2,178.32								
2016289	9/2/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,787.50			41966	0831169311411	10101.2175		OTHER RETIREMENT	GENERAL FUND

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2016289	9/2/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)						Continued...	
		1,787.50								
2016290	8/31/2016		2699 U.S. BANK							
		70,000.00	SEPT PRINCIPLE PAYMENT		41983	HRACSSPMLR07	30391.6601		BOND PRINCIPAL	BRS DEBT SERVICE
		33,700.00	SEPT INTEREST PAYMENT		41983	HRACSSPMLR07	30391.6611		BOND INTEREST	BRS DEBT SERVICE
		103,700.00								
2016291	8/8/2016		6860 WELLS FARGO PURCHASING CARDS							
		40.00	MNGFOA-JUL-AUG MTGS PIETRICK		41312	M466600935	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		25.00	MNGFOA-AUG MTG HILGER		41313	M468161053	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		225.00	MNGFOA-ANNUAL CONFERENCE		41314	M469699496	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		21.43	FEDEX OFFICE-BOX		41315	M468355071	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		29.98	OFFICE MAX-PACKAGING TAPE		41316	M468909369	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		350.00	IACP-CONFERENCE REGISTRATION 2		41317	M470723262	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		1,008.40	SUNCOUNRTY-FLIGHTS FOR IACP		41318	M470723263	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		.27	MN DVS-CREDIT CARD USAGE FEE		41319	M467061217	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		.48	MN DVS-CREDIT CARD USAGE FEE		41320	M467061218	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		11.00	MN DVS-VEHICLE TABS		41321	M467061219	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		19.75	MN DVS-VEHICLE TITLE TRASFER F		41322	M467061220	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		192.32	FEDEX-SHIPPING FOR RIFLES		41323	M469699497	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		589.19	MODERN POL-ARREST/CONTROL COUR		41324	M467351214	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		350.00	IACP-REGISTRATION 2102		41325	M470723264	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		119.84	POLICESTORE-FIREARM PARTS		41326	M469699498	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		31.38	POLICESTORE-FIREARM PARTS		41327	M470723577	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		53.82	PET EVOLUTION-K9 FOOD		41328	M467663712	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		29.05	SA-FUEL		41329	M465453282	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		35.94	SA-FUEL		41330	M466600936	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		31.41	BP-FUEL		41331	M468626397	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		26.18	SA-FUEL		41332	M469699499	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		34.06	SA-FUEL		41333	M470723578	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		5.22	FEDEX-BINDING/TRAINING MANUAL		41334	M470723579	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		1,369.81	DELL-COMPUTER FOR EDA		41335	M466600937	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		601.98	DELL-COMPUTER FOR EDA		41336	M467351215	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		149.00	INT. PUBLIC MAN.-HR MEMBERSHIP		41337	M467061221	10125.6471		DUES & SUBSCRIPTIONS	HUMAN RESOURCES
		81.74	HY VEE-WELLNESS BASKETS		41338	M470151984	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		96.23	CULLIGAN-WATER COOLER		41339	M466638976	10120.6375		OTHER CONTRACTED SERVICES	CITY ADMINSTRATION
		119.90	INNOV.-3 RING BINDERS COUNCIL		41340	M467061222	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		23.56	INNOV.-11X17 COPY PAPER/YELLOW		41341	M467663713	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		65.97	INNOVATIVE-CHAIR MATT		41342	M468161054	20280.6201		OFFICE SUPPLIES	ECON DEV GENERAL
		24.98	INNOV.-HR FOLDERS/PORTFOLIOS		41343	M468372520	10125.6201		OFFICE SUPPLIES	HUMAN RESOURCES

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016291	8/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		71.98	QUILL-BANK STAMPS FOR FINANCE		41344	M468626398	10150.6201		OFFICE SUPPLIES	FINANCE
		36.58	INNOVATIVE-ENVELOPES		41345	M469699500	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		84.36	HY VEE-FRUIT/WELLNESS BASKETS		41346	M470151985	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		7.19	INNOVATIVE-LABELS		41347	M470723580	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		64.41	OFFICEMAX- CALENDAR/PENS		41348	M467351216	10170.6342		PRINTING AND BINDING	RECYCLING PROGRAM
		33.97	TWIST-FORM HOLDER,MOISTENER		41349	M468626399	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMEN
		114.42	TWIST-PRINTER TONER		41350	M468626400	10420.6201		OFFICE SUPPLIES	LICENSING & CODE ENFORCEMEN
		63.00	TWIST-VOTING PENS		41351	M469205467	10140.6210		OPERATING SUPPLIES	CITY CLERK
		6.00	ST. CROIX BEACH-PERS CHARGE		41352	M469699501	10101.4677		MISC REVENUE	GENERAL FUND
		3.43	KWIKTRIP-BUNS		41353	M465010298.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		3.44	KWIKTRIP-BUNS		41354	M465010298.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		120.48	ANCHOR IND-UMBRELLA PARTS		41355	M465453283.1	10527.6240		MINOR EQUIPMENT AND FURNITURE	SPLASH POOL
		120.49	ANCHOR IND-UMBRELLA PARTS		41356	M465453283.2	10528.6240		MINOR EQUIPMENT AND FURNITURE	NORTHVIEW POOL
		52.87	PLUNKETS-PEST CONTROL		41357	M465453284	10527.6371		REPAIRS & MAINT CONTRACTUAL	SPLASH POOL
		5.72	KWIKTRIP-BUNS		41358	M465453285.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		5.73	KWIKTRIP-BUNS		41359	M465453285.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		566.04	ZOGICS-GYM WIPES		41360	M465670693	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		4.58	KWIKTRIP-BUNS		41361	M466600938.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		4.58	KWIKTRIP-BUNS		41362	M466600938.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		23.27	WALMART-CLEANING PRODUCTS		41363	M466800981	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		2.29	KWIKTRIP-BUNS		41364	M467061223.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		2.29	KWIKTRIP-BUNS		41365	M467061223.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		428.24-	LOWES-REFUND CHAIRS		41366	M467351217.1	10527.6240		MINOR EQUIPMENT AND FURNITURE	SPLASH POOL
		428.25-	LOWES-REFUND CHAIRS		41367	M467351217.2	10528.6240		MINOR EQUIPMENT AND FURNITURE	NORTHVIEW POOL
		269.00	MRPA-EMERG LEADERS CONF		41368	M467351218	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		3.43	KWIKTRIP-BUNS		41369	M467351219.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		3.44	KWIKTRIP-BUNS		41370	M467351219.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		3.43	KWIKTRIP-BUNS		41371	M468161055.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		3.44	KWIKTRIP-BUNS		41372	M468161055.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		10.97	WALMART-BATTERIES		41373	M468355072.1	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		16.96	WALMART-GATORADE		41374	M468355072.2	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		2.29	KWIKTRIP-BUNS		41375	M468626401.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		2.29	KWIKTRIP-BUNS		41376	M468626401.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		3.43	KWIKTRIP-BUNS		41377	M468909370.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		3.44	KWIKTRIP-BUNS		41378	M468909370.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		3.43	KWIKTRIP-BUNS		41379	M469699502.1	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		3.44	KWIKTRIP-BUNS		41380	M469699502.2	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		449.70	REC SUPPLY-TOT DOCK		41381	M469699503.1	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		292.16	REC SUPPLY-ROPE AND SUPPLIES		41382	M469699503.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL

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2016291	8/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		449.70	REC SUPPLY-TOT DOCK		41383	M469699503.3	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		21.91	REC SUPPLY-CLIPS FOR ROPE		41384	M469699823	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		6.87	KWIKTRIP-BUNS		41385	M469699824.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		6.87	KWIKTRIP-BUNS		41386	M469699824.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		23.88	WALMART-HOSE, BLEECH		41387	M470151986.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		5.82	WALMART-BLEECH, 409		41388	M470151986.2	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		43.97	OFFICEDEPOT-PAPER/NEWSLETTER		41389	M470723581	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		5.85	WALMART-SHEET		41390	M465893941	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		14.94	MICHAELS-NOODLES		41391	M466600939	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		67.84	OFFICEMAX-LABELS/CERTIFICATES		41392	M466600940	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		7.96	WALMART-POPICE		41393	M466639046	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		51.47	OFFICEMAX-FOLDERS/POUCHES		41394	M468626402	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		84.13	TARGET-SWIMMING UNDER STARS		41395	M465670694	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		35.79	KNOWLANS-F M GRANT		41396	M467351220	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		16.56	WALGREENS-SWIM PRIZES		41397	M467351221	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		136.90	NATION PEN CO-PENS FOR EVENTS		41398	M467351222	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		13.98	KNOWLANS-DROP EVERYTHING EVENT		41399	M468161056	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		19.79	TARGET-DROP EVERYTHING EVENT		41400	M468161057	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		401.96	OFFICEDEPOT-TONER FOR PRINTER		41401	M468161058	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		97.59	ULINE-F M GRANT COOKING SCHOOL		41402	M468355073	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		140.81	VISTAPRINT-YTF TSHIRTS		41403	M468626403	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		33.27	OFFICEMAX-CONTAINER/USB READER		41404	M468626404	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		24.68	KNOWLANS-F M YOUTH GRANT		41405	M468909371	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		58.26	ANGELOS-YTF PLANNING MEETING		41406	M468909372	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		65.37	DOLLARTREE-BUBBLES		41407	M469205468	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		51.42	DOLLARTREE-CHALK		41408	M469699825	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		48.13	CUB-F M COOKING SCHOOL		41409	M469900740	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		38.07	DOLLARTREE-F M COOKING SCHOOL		41410	M469900741	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		22.00	DOLLERTREE-F M COOKING SCHOOL		41411	M469900742	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		6.00	DOLLARTREE-F M COOKING SCHOOL		41412	M469900743	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		78.70	SAMS-COOKING SCHOOL POOL PARTY		41413	M469900744	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		347.44	ORIENTAL-SSP NIGHT UNITE/SUPPL		41414	M470432557	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		12.74	KNOWLANS-DROP EVERYTHING EVENT		41415	M470723582	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIF
		291.92	MENARDS-SEWAGE PUMP		41416	M468626405	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		322.45	CDW-TOUCH SCREEN/C-STAND		41417	M468909373	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		1,250.00	HORIZON LAWN-CLEAN RINK BOARD		41418	M470746469	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		68.70	ACE-SCREWS/CAR WAX		41419	M468909374	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		10.48	ACE-MOPHEADS/PLUMBING PARTS		41420	M470151987	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		208.94	QUILL-ENVELOPES 9X12		41421	M467663714	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016291	8/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		118.62	HOMEDEPOT-CLEANING SUPPLIES		41422	M465453286.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		59.34	HOME DEPOST-CLEANING/MISC SUP		41423	M465453286.2	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		11.88	HOMEDEPOT-MAINT SUPPLIES		41424	M469205469.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		19.87	HOMEDEPOT-MAINT SUPPLIES		41425	M469205469.2	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		89.67	HOMEDEPOT-SUPPLIES		41426	M470432558	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		28.50	GRAINGER-SAFETY GLASSES		41427	M470723583	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		250.00	DAK CO-PERMIT FOR UTL WK		41428	M466600941	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		9.29	KNOWLANS-BAGS FOR SAMPLES		41429	M467061224	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		19.98	TSC-CAUTION TAPE		41430	M470151988	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		69.01	BATTERY JUNCT-PENLIGHTS		41431	M470723584	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		6.99	TSC-SPRING SNAPS #335		41432	M466801301	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		25.98	TSC-CLEVIS SLIP HOOK - #314		41433	M469699826	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,434.40	KING PIN-REPAIR OF AIRPT CAR		41434	M469699827	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		275.74	WERNER-PIN FOR TRACTOR		41435	M470151989	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		17.74-	WERNER-REFUND FOR SALES TAX		41436	M470432874	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		124.80	PLUNKETTS-EXT PEST TREATMENT		41437	M465893942	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		28.00-	AMAZON-BOILERS GUIDE		41438	M468355074	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.99	AMAZON-L RUND HONORARIUM CD		41439	M468626406.1	20217.6230	227595	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		29.99	AMAZON-HAPPINESS COOKBOOK		41440	M468626406.2	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.29	AMAZON-TELEPHONE CORD		41441	M468626406.3	20230.6201		OFFICE SUPPLIES	LIBRARY
		8.49	AMAZON-DIY KITS		41442	M468909375	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		83.95	LECTORUM-C SPANISH BOOKS		41443	M465670695	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		28.00	CSLP-SRC 2017 MEMBERSHIP		41444	M470432875	20230.6430		MISCELLANEOUS	LIBRARY
		92.14	VERIZON-CELL PHONE 5/21 - 6/20		41445	M465453610	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		72.38	ACE-GLOVES/ANTENNA PARTS		41446	M465453611	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		58.00	NITTI-TRASH AND RECYCLE		41447	M466600942	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		103.00	MN FLYER-MAG AD		41448	M466600943	20245.6341		ADVERTISING	AIRPORT
		144.85	COMCAST-INTERNET 7/13 - 8/12/1		41449	M466600944	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		1,950.00	TRUGREEN-AIRFIELD SPRAYING		41450	M466600945	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		14.79	REEDS SALES-TRIMMER PARTS		41451	M467381431	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		465.15	RIVER COUNTRY-FUEL VEHICLES		41452	M467658629	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		44.58	ACE-PAINT SUPPLIES/SEG CIRCLE		41453	M467663715	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		108.35	VAN PAPER-TOWELS/SOAP/TISSUE		41454	M467663716	20245.6201		OFFICE SUPPLIES	AIRPORT
		55.95	GLOBE-DEPOSIT STAMP		41455	M468161059	20245.6201		OFFICE SUPPLIES	AIRPORT
		6.80	USPS-MAIL LEASE DOCS		41456	M468161060	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		48.92	SAMS-VENDING		41457	M468161061.1	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		19.96	SAMS-SHEET PROTECTORS BINDERS		41458	M468161061.2	20245.6201		OFFICE SUPPLIES	AIRPORT
		64.95	GERTENS-GRASS SEED		41459	M468161062	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		5.54	REEDS SALES-TRIMMER PARTS		41460	M468161063	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016291	**8/8/2016**		**6860 WELLS FARGO PURCHASING CARDS**						**Continued...**	
		51.00	FEDEX-MAIL WATER SAMPLES		41461	M469699828	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		17,935.93								
2016292	**8/26/2016**		**1559 HEALTHPARTNERS**							
		161.98	HRA REIMBURSEMENT		41867	08/17-08/23/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		161.98								
2016293	**8/29/2016**		**6037 HEALTHPARTNERS-DENTAL**							
		1,270.17	DENTAL CLAIMS PAID		41868	08/18-08/24/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,270.17								
		1,714,167.99	Grand Total							

Payment Instrument Totals

Checks	1,173,176.77
EFT Payments	540,991.22
Total Payments	1,714,167.99

City Council Agenda Report
Date: September 6, 2016
Department: Licensing & Code Enforcement Division
Administrator: SPK

8 - C

Agenda Item: **Lawful Gambling Exemption – Church of St. John Vianney**

Action to be considered:

Motion to adopt Resolution No. 2016-153 - Concurring with the Issuance of a Lawful Gambling Exemption for Church of St. John Vianney.

Overview:

A request has been received from Church of St. John Vianney for the approval of an application for license to conduct a raffle under Lawful Gambling Exemption of the State Law. This is not to be confused with the Gambling Licenses which are issued for continuous sale of pull-tabs, etc. The scheduled date of this event is October 28, 2016, to be held at Church of St. John Vianney, 840 19th Avenue North.

Source of Funds:

n/a

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Church of St. John Vianney

Previous Gambling Permit Number: X-19019-15-015

Minnesota Tax ID Number, if any: ES 33969

Federal Employer ID Number (FEIN), if any: 41-0706913

Mailing Address: 789 - 17th Avenue North

City: South St. Paul State: MN Zip: 55075 County: Dakota

Name of Chief Executive Officer (CEO): Fr. Antony Skaria, CFIC

Daytime Phone: 651-451-1863 Email: jill@sjvssp.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☑ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☑ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Church of St. John Vianney

Address (do not use P.O. box): 840 - 19th Avenue North

City or Township: South St. Paul Zip: 55075 County: Dakota

Date(s) of activity (for raffles, indicate the date of the drawing): October 28, 2016

Check each type of gambling activity that your organization will conduct:

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☑ Raffle **(total value of raffle prizes awarded for the calendar year: $** 5,850.00 **)**

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to **www.mn.gov/gcb** and click on ***Distributors*** under ***List of Licensees***, or call 651-539-1900.

LG220 Application for Exempt Permit

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

✓ The application is acknowledged with no waiting period.

___ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

___ The application is denied.

Print City Name: South St. Paul

Signature of City Personnel:

Shirley Johnson

Title: Deputy City Clerk Date: 8/12/2016

The city or county must sign before submitting application to the Gambling Control Board.

COUNTY APPROVAL for a gambling premises located in a township

___ The application is acknowledged with no waiting period.

___ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

___ The application is denied.

Print County Name: _____

Signature of County Personnel:

_____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 08-04-'16
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

___ a copy of your proof of nonprofit status, and

___ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-153

RESOLUTION CONCURRING WITH THE ISSUANCE OF A LAWFUL GAMBLING EXEMPTION FOR CHURCH OF ST. JOHN VIANNEY

WHEREAS, Church of St. John Vianney has made application to the Gambling Control Board to hold a lawful gambling exempt activity on October 28, 2016.

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council hereby concurs with the issuance of a Lawful Gambling Exemption Permit by the Gambling Board to Church of St. John Vianney to be held on October 28, 2016, at Church of St. John Vianney, 840 19th Avenue North, South St. Paul, Minnesota, and hereby waives the 30-day waiting period.

Adopted this 6th day of September, 2016.

_____
City Clerk

SOUTH ST. PAUL CITY COUNCIL
MINUTES OF AUGUST 11, 2016

The adjourned meeting of the City Council was called to order by Acting Mayor Tom Seaberg at 6:00 P.M. on Thursday, August 11, 2016.

ROLL CALL:

Present,	Acting Mayor Seaberg Councilmembers Flatley, Hansen, Niederkorn
Absent,	Mayor Baumann Councilmembers Podgorski, Rothecker
Also Present,	City Clerk, Christy Wilcox

1. Canvassing of Votes

Moved by Hansen/Niederkorn

MOVED: To adopt Resolution No. 2016-146, canvassing the votes cast at the August 9, 2016, Primary Election of the City of South St. Paul.

Motion carried 4 yeas/0 nays

2) Adjournment

Moved by Niederkorn/Flatley

MOVED: That the meeting of the City Council adjourn at 6:03 p.m.

Motion carried 4 ayes/0 nays

Approved: September 6, 2016

_____
City Clerk

CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Airport
ADMINISTRATOR: SPK

8-E

AGENDA ITEM: **Approving Land Lease at Fleming Field with Thomas L. Steinmueller**

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-154 Approving Land Lease at Fleming Field with Thomas L. Steinmueller.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for the East 70 Feet of Lot 14, Block 12, also known as 259 Echo Lane in the East Hangar Area, with Thomas L. Steinmueller 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 L. Steinmueller 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. 2016-154

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH THOMAS L. STEINMUELLER**

WHEREAS, The City Council has reviewed and considered a Lease for the East 70 Feet of Lot 14, Block 12 (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 6th day of September, 2016.

_____
City Clerk

AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE]

CITY OF SOUTH ST. PAUL
[Landlord]

AND

THOMAS L. STEINMUELLER
[TENANT]

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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 6th of September, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and **Thomas L. Steinmueller** ("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:

East 70 Feet of Lot 14, Block 12

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 **4,900** 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 February 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 February 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 February 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)]

X 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 L. Steinmueller
515 Century
Newport, MN 55055

Email:
Phone: 612-220-7249

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

By: _____
Name: Beth Baumann
Title: Mayor

Attest:

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

TENANT:
Thomas L. Steinmueller

By: _____
Thomas L. Steinmueller

STATE OF MINNESOTA)
) ss. **Landlord Acknowledgment**
COUNTY OF DAKOTA)

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)
) ss. **Tenant Acknowledgment**
COUNTY OF DAKOTA) **[Individual]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Thomas L. Steinmueller.

_____
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	$1,293.60
January 1, 2018 – December 31, 2018	0.272	$1,332.80
January 1, 2019 – December 31, 2019	0.280	$1,372.00
January 1, 2020 – December 31, 2020	0.288	$1,411.20
January 1, 2021 – December 31, 2021	0.297	$1,455.30
January 1, 2022 – December 31, 2022	0.306	$1,499.40
January 1, 2023 – December 31, 2023	0.315	$1,543.50
January 1, 2024 – December 31, 2024	0.324	$1,587.60
January 1, 2025 – December 31, 2025	0.334	$1,636.60
January 1, 2026 – December 31, 2026	0.344	$1,685.60

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: SEPTEMBER 6, 2016
DEPARTMENT: Licensing & Code Enforcement Division
ADMINISTRATOR: SPK

8-F

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

Municipal code requires that a license be obtained prior to engaging in any trade, profession or business in the city. All City licenses are annual running April 1st to May 31st. Municipal Code requires that all licenses be approved by the City Council and subject to filing of insurance certificates, background investigations, and submittal of all required forms and documents prior to issuance.

The following new applications are also listed on the attachment:

License Type	Applicant	Property Address
Rental Housing	Jeffrey R. Lee	315-317 3rd Ave S
Rental Housing	MNSF Acquisitions	437 4th Ave S
Rental Housing	Xin Zhou	221 Grand Ave W #206
Rental Housing	Keith Niemi	221 Grand Ave W #305
Rental Housing	Shane Fine	120 Poplar St W
Rental Housing	Lucien Solefack	1623 Willis Ave

SOURCE OF FUNDS:

N/A

CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, SEPTEMBER 6, 2016

Acct. No.	Company/Applicant	License No.	License Type	Status	Expires	Address	Detail
14928	Jeffrey R. Lee	00005520	Rental Housing	P	05/31/2017	315-317 3rd Ave S	Pending Background Investigation
14926	MNSF Acquisitions, LLC	00005516	Rental Housing	P	05/31/2017	437 4th Ave S	Pending Final Inspection
14930	Xin Zhou	00005524	Rental Housing	P	05/31/2017	221 Grand Ave W #206	Pending Background Investigation
14610	Keith Niemi	00005518	Rental Housing	A	05/31/2017	221 Grand Ave W #305	
14552	Shane Fine	00005519	Rental Housing	A	05/31/2017	120 Poplar St W	
14929	Lucien Bell Solefack	00005521	Rental Housing	P	05/31/2017	1623 Willis Ave	Pending Final Inspection and Background Investigation
14932	South St. Paul $5 Pizza, Inc.	00005526	Restaurant	A	05/31/2017	1158 Southview Blvd	
14559	Church of St. John Vianney	00005515	Temporary Intoxicating Liquor License	A	10/29/2016	840 19th Ave N	
14573	Holy Trinity Parish	00005522	Temporary Intoxicating Liquor License	A	10/31/2016	749 6th Ave S	

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: COMMUNITY DEVELOPMENT - PLANNING
ADMINISTRATOR: SPK

8-G

AGENDA ITEM: Encroachment Agreement – 458 8th Avenue South

ACTION TO BE CONSIDERED:

Approval of the Encroachment Agreement for a fence in the right-of-way at 458 8th Avenue South.

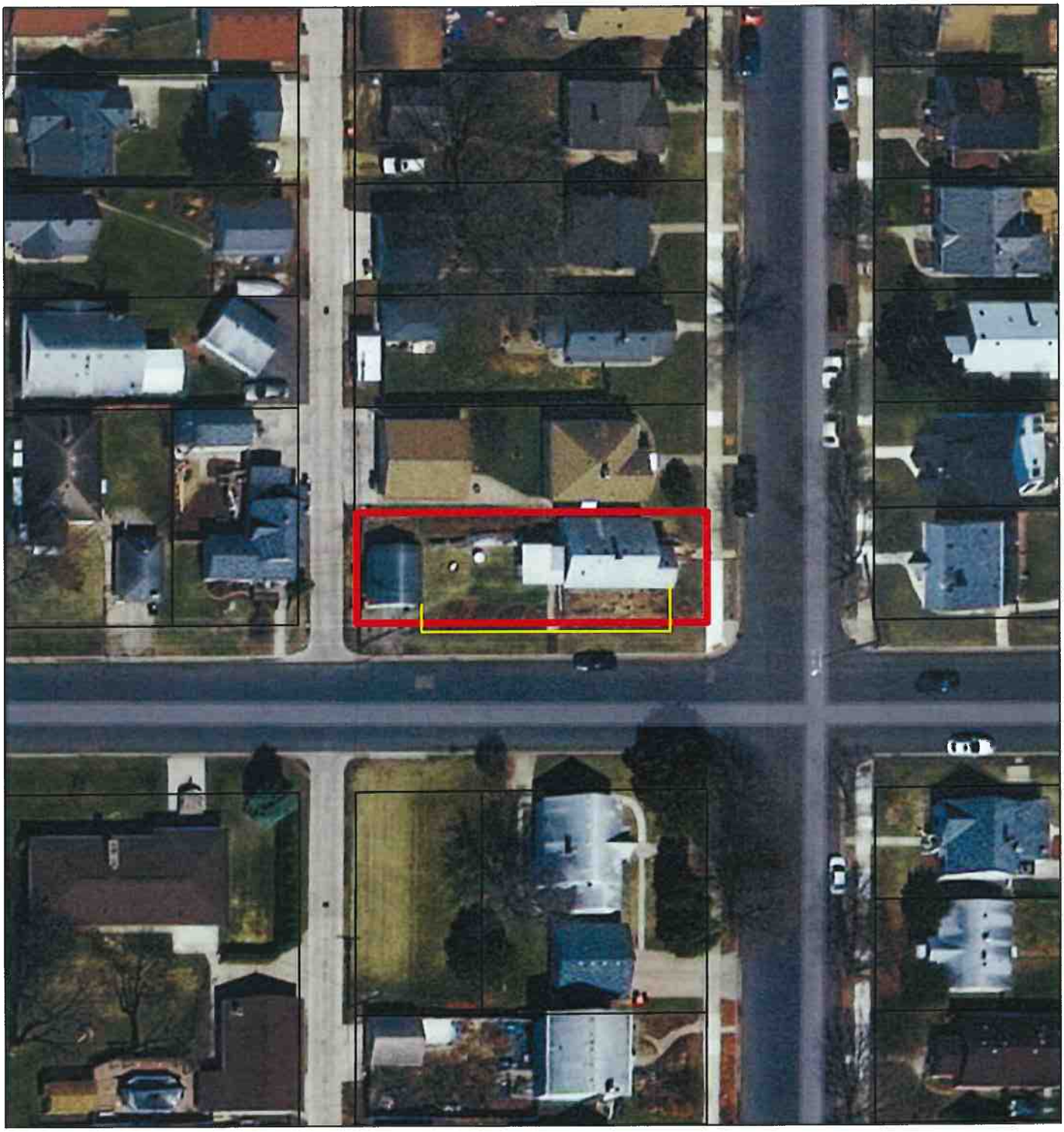
OVERVIEW:

The applicant is the owner of the property at 458 8th Avenue South and while looking to replace an existing fence found that the fence was actually encroaching onto the City right-of-way. The new fence would be no closer to the curb than the existing fence and would not require the homeowners to remove their gardens and landscaping. The proposed encroachment agreement would allow the applicant's fence to extend 3.17 feet into the 5th Street South right of way. New 6-foot tall PVC fence would be installed at the fence line and would extend from the garage to just behind the front line of the house. The location would not conflict with potential sidewalk locations as outlined in the City's Bicycle and Pedestrian Plan.

SOURCE OF FUNDS:

N/A

458 8th Ave S



August 31, 2016

1:600

0 25 50 100 ft

0 5 10 20 m

Property Information

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

LICENSE AGREEMENT

LICENSE AGREEMENT made this ____ day of _____, 2016, between the City of South St. Paul ("Grantor"), a Minnesota municipal corporation, and Celeste J. Hollerud-Jones and Jason L. Jones ("Grantee")

RECITALS

A. Grantee is the owner of real property at 458 8th Ave S. ("Property"), situated in the City of South St. Paul, Dakota County, Minnesota, and legally described as follows:

Lot 16, Block 2, RIVERSIDE PARK ADDITION, according to the recorded plat, thereof.

B. Grantee wishes to construct a fence ("Fence") that is a 6-foot high PVC privacy fence of which 67 feet extends 3.17 feet into the City owned property which is a street right-of way ("City Property").

LICENSE

Section 1. Grantor hereby grants to Grantee a license for a Fence within the City Property adjacent to the Property, encroaching on the 67 feet of the City Property, adjacent the parcel legally described above, subject to the terms and conditions herein contained.

Section 2. At such time as this License is terminated by either party, Grantee, at its sole cost, shall remove the Fence and shall restore the area occupied by the Fence within the City Property to substantially the condition in which it was prior to the construction of the Fence. If Grantee does not remove the Fence as required by the preceding sentence, Grantor shall have the right to remove the same and restore the area, and Grantee shall be liable to Grantor for all costs of such removal and restoration, and Grantor shall not be liable to Grantee on account thereof.

Section 3. Grantee, as well as Grantee's successors and assigns, shall indemnify, defend and hold Grantor, its Council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that Grantor incurs or suffers, which arise out of, result from or relate to any of the following:

a.) construction of the Fence;
b.) maintenance of the Fence;
c.) improvement of the Fence;
d.) condition of the Fence
e.) use of the Fence; and
f.) existence of the Fence

Section 4. Grantee, as well as Grantee's successors and assigns, hereby releases and discharges Grantor, its Council, agents, consultants, attorneys, employees, and representatives from any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, that Grantee may have, whether known or unknown, arising out of, resulting from or relating in any way or by reason of any matter, cause or thing whatsoever pertaining to the Fence.

Section 5. If Grantor, in the exercise of its sole discretion, determines that the maintenance of the Fence within the City Property will interfere with a planned development or improvement of the City Property, interferes with the public use of the City Property, or interferes with the maintenance of the City Property, Grantor may terminate this License by not less than 30 days' written notice to Grantee, or its successors or assigns. In the event the Grantor terminates the License, Grantee must remove the Fence pursuant to Section 2.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

Celeste J. Hollerud-Jones

Jason L. Jones

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this 22 day of AUGUST, 2016 by DEREK S. KASPER, the NOTARY PUBLIC of Celeste J. Hollerud-Jones and Jason L. Jones.

DEREK STEVEN KASPER
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/19

Notary Public

City of South St. Paul:

By: _____
Mayor

By: _____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this ___ day of _____, 20__, by Beth A. Baumann, Mayor and Christy M. Wilcox, City Clerk., of the City of South St. Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____
Notary Public

This instrument was drafted by:
Community Development Department
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: COMMUNITY DEVELOPMENT - PLANNING
ADMINISTRATOR: SPK

8-H

AGENDA ITEM: Encroachment Agreement – 1910 2nd St. N.

ACTION TO BE CONSIDERED:

Approval of the Encroachment Agreement for an access ramp in the right-of-way at 1910 2nd St N.

OVERVIEW:

The applicant is the owner of the property at 1910 2nd St. N. that is trying to accommodate a ramp that can provide access into the house for the owner's disabled daughter. The property has moderate slope topography which does not allow the ramp to remain entirely on the owner's property without occupying the bulk of the driveway. The majority of the ramp would remain on the owners' property but the proposed encroachment agreement would accommodate a portion of the landing for the ramp. The ramp landing would encroach no more than 6 feet onto City right-of-way and would still leave no less than 7 feet behind the curb from 2nd Street North. The location would not conflict with potential sidewalk locations as outlined in the City's Bicycle and Pedestrian Plan.

SOURCE OF FUNDS:

N/A

1910 2nd St N

August 31, 2016

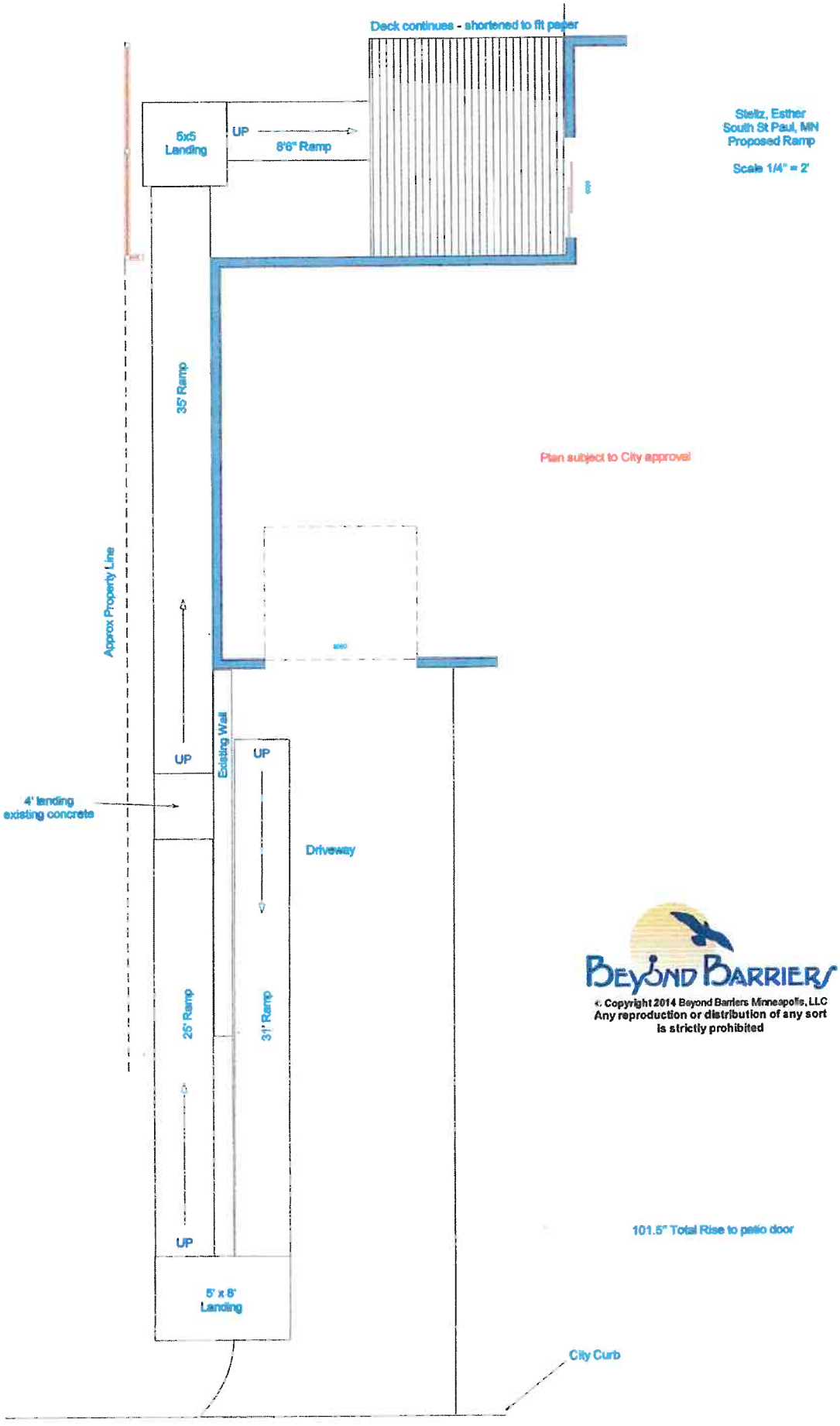
1:600

0 25 50 100 ft

0 5 10 20 m

Property Information

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



BEYOND BARRIERS

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LICENSE AGREEMENT

LICENSE AGREEMENT made this ____ day of _____, 2016, between the City of South St. Paul ("Grantor"), a Minnesota municipal corporation, and Edward J. Steltz and Esther J. Steltz ("Grantee")

RECITALS

A. Grantee is the owner of real property at 1910 2nd Street North ("Property"), situated in the City of South St. Paul, Dakota County, Minnesota, and legally described as follows:

Lot 9, Block 3, KNOLL HILL, according to the recorded plat, thereof.

B. Grantee wishes to construct an access ramp ("Ramp") that is a non-permanent aluminum structure which has an 8-foot wide landing which would extend 6 feet into the City owned property which is a street right-of way ("City Property") and would not be closer than 7 feet from the back of the curb from the street.

LICENSE

Section 1. Grantor hereby grants to Grantee a license for a Ramp within the City Property adjacent to the Property, encroaching on the City Property, adjacent the parcel legally described above, subject to the terms and conditions herein contained.

Section 2. At such time as this License is terminated by either party, Grantee, at its sole cost, shall remove the Ramp and shall restore the area occupied by the Ramp within the City Property to substantially the condition in which it was prior to the construction of the Ramp. If Grantee does not remove the Ramp as required by the preceding sentence, Grantor shall have the right to remove the same and restore the area, and Grantee shall be liable to Grantor for all costs of such removal and restoration, and Grantor shall not be liable to Grantee on account thereof.

Section 3. Grantee, as well as Grantee's successors and assigns, shall indemnify, defend and hold Grantor, its Council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that Grantor incurs or suffers, which arise out of, result from or relate to any of the following:

a.) construction of the Ramp;
b.) maintenance of the Ramp;
c.) improvement of the Ramp;
d.) condition of the Ramp
e.) use of the Ramp; and
f.) existence of the Ramp

Section 4. Grantee, as well as Grantee's successors and assigns, hereby releases and discharges Grantor, its Council, agents, consultants, attorneys, employees, and representatives from any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, that Grantee may have, whether known or unknown, arising out of, resulting from or relating in any way or by reason of any matter, cause or thing whatsoever pertaining to the Ramp.

Section 5. If Grantor, in the exercise of its sole discretion, determines that the maintenance of the Ramp within the City Property will interfere with a planned development or improvement of the City Property, interferes with the public use of the City Property, or interferes with the maintenance of the City Property, Grantor may terminate this License by not less than 30 days' written notice to Grantee, or its successors or assigns. In the event the Grantor terminates the License, Grantee must remove the Ramp pursuant to Section 2.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

Edward J. Steltz

Esther L. Steltz

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, the _____ of Edward J. Steltz and Esther L. Steltz.

Notary Public

City of South St. Paul:

By: _____
Mayor

By: _____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The forgoing instrument was acknowledged before me this ___ day of _____, 20__, by Beth A. Baumann, Mayor and Christy M. Wilcox, City Clerk., of the City of South St. Paul, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

Notary Public

This instrument was drafted by:
Community Development Department
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

City Council Agenda Report
Date: September 6, 2016
Department: Licensing & Code Enforcement Division
Administrator: SPK

8 - I

Agenda Item: **Lawful Gambling Exemption – Holy Trinity Church/School**

Action to be considered:

Motion to adopt Resolution No. 2016-156 - Concurring with the Issuance of a Lawful Gambling Exemption for Holy Trinity Church/School.

Overview:

A request has been received from Holy Trinity Church/School for the approval of an application for license to conduct a raffle under Lawful Gambling Exemption of the State Law. This is not to be confused with the Gambling Licenses which are issued for continuous sale of pull-tabs, etc. The scheduled dates of this event are October 28-30, 2016, to be held at Holy Trinity Church/School, 749 6th Avenue South.

Source of Funds:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-156

RESOLUTION CONCURRING WITH THE ISSUANCE OF A LAWFUL GAMBLING EXEMPTION FOR HOLY TRINITY CHURCH/SCHOOL

WHEREAS, Holy Trinity Church/School has made application to the Gambling Control Board to hold a lawful gambling exempt activity on October 28-30, 2016.

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council hereby concurs with the issuance of a Lawful Gambling Exemption Permit by the Gambling Board to Holy Trinity Church/School to be held on October 28-30, 2016, at Holy Trinity Church/School, 749 6th Avenue South, South St. Paul, Minnesota, and hereby waives the 30-day waiting period.

Adopted this 6th day of September, 2016.

_____
City Clerk

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: Licensing/Code Enforcement Division
ADMINISTRATOR: SPK

8-J

AGENDA ITEM: Professional Services Agreement with ARC Document Solutions

ACTION TO BE CONSIDERED:

Motion to approve the Professional Services Agreement with ARC Document Solutions for document management.

OVERVIEW:

For several years, staff has been working on scanning more than 400,000 hard copy files from the City's property address file folders into digital format for use with Laserfiche document management system. The proposed remodeling of the second floor requires that the majority of the address file documents be scanned in order to accommodate the new space and modular furniture along the west wall. Based on an analysis of labor costs and staff availability, the City Clerk and City Engineer recommend that the City Council consider a consulting service to complete the necessary work.

Staff solicited proposals for document scanning services from four professional document management firms. Proposals were received from ARC Document Solutions, Loeffler Companies, and International Office Technologies. Of the professional document management firm proposals that were received, ARC demonstrated that they had the clearest understanding of the staff needs, a secure method of managing files, a reasonable timeframe, and the second to lowest overall costs. Staff believes that ARC Document Solutions' cost is both reasonable and comparable given the scope of the project.

SOURCE OF FUNDS:

Combination of water & sewer funds, contingency funds, and operating budgets from the Engineering and Licensing Departments.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this 29th day of August, 2016, by and between the City of South St. Paul, 125 – 3rd Avenue North, South St. Paul, Minnesota 55075, ("City") and ARC Document Solutions, 4730 Park Glen Road, St. Louis Park, MN 55416 ("Consultant").

WHEREAS, the City has accepted the proposal of the Consultant for certain professional Services; and

WHEREAS, Consultant desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, it is hereby agreed as follows:

1. SERVICES.

    a. City agrees to engage Consultant as an independent contractor for the purpose of scanning documents/address files ("Services"), as defined in the following document:

        i. A proposal expiring September 30, 2016, incorporated herein as Exhibit 1;

    (Hereinafter "Exhibits.")

    b. Consultant covenants and agrees to provide Services to the satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.

2. PAYMENT.

    a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.

    b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

    c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.

3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

   a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.

   b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Christy Wilcox to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated Pete Althaus to be the primary contact for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.

10. INDEMNIFICATION.

    a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

    b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees.

11. INSURANCE. During the performance of the Services under this Agreement, Consultant shall maintain the following insurance:

    a. General Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;

    b. Professional Liability Insurance, with a limit of $2,000,000 for any number of claims arising out of a single occurrence.

    c. Workers' Compensation Insurance in accordance with statutory requirements.

    d. Automobile Liability Insurance, with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

    Consultant shall furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without written notice to the City. The City shall be named as an additional insured on the General Liability Insurance policy and the Professional Liability Insurance policy.

12. OWNERSHIP OF DOCUMENTS. Professional documents, drawings, and specifications prepared by the Consultant as part of the Services shall become the property of the City when Consultant has been compensated for all Services rendered, provided, however, that Consultant shall have the unrestricted right to their use. Consultant shall retain its rights in its standard drawing details, specifications, databases, computer software, and other proprietary property. Rights to proprietary intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Consultant.

13. NOTICES. Notices shall be communicated to the following addresses:

If to City:
City of South St. Paul
125 – 3rd Ave. N.
South St. Paul, MN 55075
Attention: Christy Wilcox, City Clerk

Or e-mailed: cwilcox@sspmn.org

If to Consultant:
ARC Document Solutions
4730 Park Glen Road
St. Louis Park, MN 55416
ATTN: Pete Althaus

Or emailed: pete.althaus@e-arc.com

14. INDEPENDENT CONTRACTOR STATUS. All services provided by Consultant, its officers, agents and employees pursuant to this Agreement shall be provided as employees of Consultant or as independent contractors of Consultant and not as employees of the City for any purpose.

15. GENERAL PROVISIONS.

a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.

d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF SOUTH ST. PAUL

By: _____
Beth Baumann, Mayor

ATTEST:

By: _____
Christy Wilcox, City Clerk

Date: _____

ARC DOCUMENT SOLUTIONS

By: _____

Its: Sales Manager

Date: 8-29-2016

ARC
Document Solutions

EXHIBIT 1

4730 Park Glen Road
St Louis Park MN 55416
Main: 952.697.8800

Total Solutions | The Power of ONE

Archiving & Information Management (**AIM**) Proposal

GO DIGITAL TO REDUCE COSTS & IMPROVE ACCESS!

*ACCESS, MANAGE, ARCHIVE A BETTER WAY WITH **AIM***

Presented by:

Sales Rep
Direct: **952.697.8864** | Pete Althaus

ARC
Document Solutions

4730 Park Glen Road
St Louis Park MN 55416
Main: 952.697.8800

Turn Mountains into Megabytes

With Archiving and Information Management (AIM)

ARC's AIM platform offers a comprehensive, secure and easy-to-use document management system that will make you and your team more productive, and your business more profitable.

Save with every megabyte.

Electronic archiving with AIM not only offers immediate savings in storage, maintenance and retrieval fees, but also significant and extended cost reductions as your business becomes paperless.

Decreased spending on paper itself, supplies, inks, and maintenance on printers/copiers is an effective and overlooked cost savings benefit. Less paper waste lowers the cost of recycling and disposal fees.

Plan for a greener tomorrow.

Outside of internal savings, finding ways to reduce paper consumption helps our environment with less forest loss, chemical pollutants, energy and water use.

Information within range. Anytime. Anywhere.

Information exchange is a critical component of any competitive business. Information must be accurate and accessible from multiple points internally, externally and globally. AIM allows immediate access to the latest information through our secure and reliable digital platform.

Cross every "t" Dot every "i"

The privacy of information in a highly connected world has become a critical need for many industries. Government compliance, industry regulations or internal securities are a part of most business infrastructures. AIM technology allows you to decide who can have access — and to what information — according to your industry or business needs. The ability to track who has actually viewed the information is also a key security benefit of AIM.

Information travels well. So does collaboration.

With ease of access and accuracy, AIM allows key players on a given project or team greater and faster visibility to critical information. Collaboration is more effective and less time is needed to gather valuable input, and keep teams abreast of the developments, and decisions.

Time is better spent paving the way as opposed to rethinking what has to be done...again.

As your business grows so will your storage needs — and the time it will take to locate critical information. In many cases, documents get lost or are not retrievable, and employees spend non-productive hours redoing work. With its expandable capacity, AIM's platform maintains a seamless accessibility to your information regardless of volume.

Stay one step ahead.

Securing valuable content and documents with ARC's digital archiving is the most reliable way to ensure its preservation and maintain access in the event of a fire, flood or unexpected audit or litigation.

ARC Document Solutions

4730 Park Glen Road
St Louis Park MN 55416
Main: 952.697.8800

Archiving & Information Management (AIM) Solution

GOALS & OUTLINE

ARC Document Solutions would like to thank you for allowing us to present the City of South St Paul the following proposal for an Archiving & Information Management (**AIM**) Solution.

This proposal will outline a solution geared at achieve for your existing drawings. The City of South St Paul has recognized a need for this type of solution, and ARC feels our proposal addresses the immediate steps needed to put this initiative in action.

ARC'S ARCHIVING & INFORMATION MANAGEMENT (AIM)

ARC's **AIM** services give you immediate access to the most up-to-date information, helping you efficiently meet your business goals and reduce costs. As your business grows, so will your document needs – you can elect at any time to request pricing on ARC's ***optional*** cloud-based storage platform. Its adaptable capacity allows for seamless access to critical data from multiple points and varying devices for a monthly fee.

AIM also increases productivity – Instead of having to run to the file room or retrieve documents from storage, with **AIM** you have access to your documents instantaneously from the City of South St Paul's local storage drive.

ARC'S AVAILABLE SOLUTIONS

ARC consolidates the document life cycle & provides resources for digital archiving & information management in a turnkey solution that addresses three primary components of a digital archive solution from one company.

- **Technology Solutions and Consulting Services** – ARC has the technology platform to process and/or manage your information along with the ability to offer software customization to meet specific

requirements of workflow and information management.

- **On-Site & Off-Site Document Services** – ARC has the ability to provide digital document processing on-site or off-site. This document processing service would be aligned with the City of South St Paul technology platform to ensure that the documents that are digitized and indexed have 100% compatibility with your software. The indexed information derived from the paper documents are in complete alignment with the software for electronic document searches using that information available on the platform.

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Document Solutions

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ARC'S PROPOSAL – PROJECT SCOPE ESTIMATE

Based on our preliminary review of existing documents, we propose the following **AIM** Solutions for the City of South St Paul:

- Contents to be scanned are property records located in 9 vertical files in Suite 200 at the City offices. There are small format documents and large format plans included.
- The PID# and property address are the attributes to be captured
- Recommend scanning at 200 dpi with Auto Color Detection to a multipage pdf.
- Files to be delivered to the City of South St Paul in a TBD manner. ARC to work with the City of South St Paul IT staff for best method of delivery.
- Documents to be recycled by ARC Document Solutions 30-days after digital file delivery to the City of South St Paul

CHAIN OF CUSTODY AND SECURITY OVERVIEW

The **AIM** Team at ARC recognizes the critical importance of maintaining a strong inventory control and tracking system, and thereby retaining clear control to maintain a strong chain of custody when working with our customers' documents.

For most projects, the process of tracking and controlling inventory of customer documents begins at the customer's facility. ARC utilizes a bar code system to identify, track and control all documents identified for scanning. Wherever possible, every document folder/binder and storage container will receive a bar code label containing a unique sequential number that identifies its original location. The bar codes will then be used to track each document as it is processed through our system.

A packing slip identifying all documents being removed from the facility will be submitted to the City of South St Paul prior to the physical removal thus maintaining the integrity of the Chain of Custody. The custody of all documents and files are transferred to ARC upon removal from the facility and will remain in our custody until the project is completed and the documents and files are returned to the customer or the City of South St Paul may choose to destroy the documents. In the event the City of South St Paul requires a specific document returned prior to the completion of the project, the document can be easily identified, located and pulled for expedited processing and/or return to the City of South St Paul.

Once the sealed document boxes are received at the ARC facility, they will be inventory verified and visually inspected. Documents are handled only by ARC **AIM** Professionals thereby ensuring document security while in ARC's custody.

The documents are scanned and the resultant image files are submitted to ARC's rigorous Quality Control Checks to ensure document integrity. Each document will be scanned to a PDF file and named appropriately.

All barcode data is placed into a database system so that each document can be carefully tracked and immediately located at any time while in the custody of ARC. As the documents are scanned and indexed, the index data and in some cases the target file names can be added to the barcode database. The database therefore gains additional intelligence as each document passes through the scanning and indexing phases. When desired, we will provide our customer copies of the tracking database allowing the customer to know what documents are in our custody at any time.

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ARC METHODOLOGY

Document Selection and Preparation – We begin with a thorough inventory process of the documents we receive from our clients, maintaining strict privacy and accountability of all records in our possession throughout the conversion process. Your ARC project manager personally prepares and organizes your records for processing. ARC will prepare all paper documents files by removing binding materials (staples, paper clips, clamps etc.) and repositioning Post-it notes, so as to make ready all documents for the scanning process. The sequence order of the paper would be maintained. Bar-coded document separator sheets will be placed between each document and would be used to programmatically denote the beginning of each document to be scanned. Should any of the original documents require rescanning due to poor quality, we will do so at no additional cost.

Document Scanning/Imaging – Each page image will be scanned at a pixel density of 200 DPI, and with Auto Color detection, saving the source image to an intermediate PDF file format. For small format documents, we recommend that the documents be made text searchable with an Optical Character Recognition process and for large format documents, we recommend searching for individual plan sheets by their name. File Name Indexing is the process of manual extracting data from the scanned document.

Full Visual Quality Control – ARC performs quality control checks throughout the conversion process, comparing every scan to the original document to ensure there is no decline in quality. If the scanned image is not as clear as the original, our quality control inspectors will rescan the image to the highest attainable quality. The hardware used for this project will operate with integrated scanning technology and therefore each and every image will be programmatically checked for image quality. Random files in each batch will be opened for visual check and to insure that all programmatic parameters are in compliance.

Double Blind, Double Key Data Entry – We use a double blind, double key data entry practice to meet your file naming and indexing requirements to ensure accuracy. Each field is typed once and then retyped by an additional operator, who is notified by the software if there is a discrepancy, therefore eliminating errors and achieving the highest possible accuracy.

Document Destruction or Retention & Advanced Search Options – Once digitized, ARC will recycle the original hard copy documents. We recommend that after 30 days, the paper documents be recycled based on your review of the digitized content and compliance requirements.

Document Image Capture – Each image is programmatically checked to insure quality parameters are met or exceeded. In addition, based on project requirements, a random quantity of images is also reviewed by ARC technicians to insure that all project parameters are being met and accomplished. Our technology deploys the following:

- Ultrasonic Double-Feed Detection – All scanners used by ARC, deploy this technology which utilizes an ultrasonic sound wave to detect the number of paper surfaces passing through the scanner; pausing the scanner and alerting the operator every time more than on page surface is detected. This technology is 100% accurate, and will not allow a double feed to occur without being detected.
- Duplex Scanning Technology - All scanners used by ARC, deploy duplex scanners, having two cameras, capturing both the front and back sides simultaneously, without having to recirculate the page for a second pass.
- Black Back Scanning - All scanners used by ARC, deploy Black Back scanners. This means that the surface behind the pages being scanned is a black surface, which improves the reading of the page side being scanned and allows auto crop and de-skew properties.

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Estimate for The City of South St Paul

	Service Type/Description	Unit Price
Wide Format Sheets (over 11x17)	• Scan to multipage pdf at 200dpi • Auto Color Detection • Includes prep and scan • Incorporate with small format images per address and PID	**$1.50/image**
Small Format Sheets (up to 11x17)	• Scan to multipage pdf at 200dpi • Auto Color Detection • Includes prep and scan • Incorporate with large format images per address and PID	**$0.06/image**
Document Pick-Up and End of Project Document Recycling		**$450.00**

Timeline: Start approximately September 15, 2016 and complete by December 31, 2016

TERMS:

This proposal is valid through **September 30th, 2016** at which point this agreement shall be void.

All invoices are due payable within (30) days of date of invoice.

For ARC Document Solutions:

Signature _____ Date 8-28-2016

Sales Rep, Pete Althaus

| Cell: **612.242.1103**

| Email: pete.althaus@e-arc.com

For City of South St Paul:

Signature _____ Date _____

Print Name: _____

Phone: _____

Email: _____

ARC Document Solutions

4730 Park Glen Road
St Louis Park MN 55416
Main: 952.697.8800

ABOUT ARC DOCUMENT SOLUTIONS

ARC Document Solutions is headquartered in Walnut Creek, CA, is a publicly traded company (NYSE: ARC) that provides technology and document-related services to businesses in all industries.

ARC offers **A**rchiving & **I**nformation **M**anagement (**AIM**), software and web-based document management applications, **M**anaged **P**rint **S**ervices (**MPS**), offsite document printing and fulfillment services, digital shipping and managed file transfers, as well as the sale of printing equipment and supplies to more than 120,000 customers. ARC provides its solutions onsite in thousands of its customers' offices, offsite in more than 170 service centers around the world, and in the cloud. ARC serves large enterprise customers with a corporate sales force called Global Solutions, mid and small business partners on a regional or local level and can address all of your color imaging needs under ARC's "Riot Creative Imaging" brand company.

Our mission is simple:

> *To provide your document needs wherever you want them, whenever you want them, & in whatever form you want them....Onsite – Offsite – Digitally*

Regardless of where you do business, ARC provides each client's office with a local relationship, local overflow printing, & local machine service & supplies. ARC is not a network of partnered companies, but a full-service business-to-business provider of equipment, services, supplies, & outsourced printing. ARC owns & operates all of its service centers using consistent operational platforms, technology & management structure.

ARC is the only company of its kind with a comprehensive "Green Program." ARC is actively engaged in the LEED Certification process to increase the value of sustainable document management practices. ARC also is able to print exclusively utilizing recycled paper while also recycling used documents. ARC will supply recycled papers & programs to our customers that require it for on-site and/or internal use.

WHAT WE DO

ARC is a leading provider of digital services to design professionals and document managers in nearly every industry. Our comprehensive menu of digital services, equipment and supplies allows you to produce any document imaginable — from bound reports with color-coded tabs to simple handouts. ARC offers the highest available speeds for black & white or color for reproduction or the latest technology from the leading imaging equipment manufactures from A4 to A0; print-copy-scan we have it all.

ARC's major list of services includes:

- Document Management & Storage
- Large and Small Format B&W Printing
- Bidding & Subscription Packages
- Document Distribution
- Color Graphics
- Equipment Solutions, Services & Supplies

ARC
Document Solutions

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AIM PROJECT MANAGEMENT EXPERIENCE

The Archiving & Information Management division of ARC Document Solutions will be called on to execute this project and bring the highest level of experience and technical innovation. ARC has been providing Digital Historic Preservation Services since 1995. The AIM Team brings a wealth of experience in scanning significantly aged and historic documents and publications.

Overseeing AIM operations is Vince Pingel, National Operations General Manager at ARC. Vince has been involved in document scanning since 1991. His experience expands a wide variety of industries, markets and specialty areas. In 1996 Vince was contracted to capture the complete legacy of the National Geographic Publication, including every page from every issue, in color. In the early 2000's, Vince served as a liaison for the marketing team at Adobe, introducing Adobe to the wide format construction document industry, and was later asked to sit on an Adobe committee for the development of their Acrobat- Version 6. In 2006, Vince's team was contracted to capture the historical legacy of the State Supreme Court for the State of Louisiana. This project resulted from the disastrous Hurricane Katrina, which nearly destroyed all hand printed decisions and transcripts for State Supreme Court cases dating back to 1845.

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: Licensing/Code Enforcement Division
ADMINISTRATOR: JPK

8 - K

AGENDA ITEM: Recycling Coordinator Program JPA

ACTION TO BE CONSIDERED:

Motion to approve the Joint Powers Agreement to provide recycling services.

OVERVIEW:

Communities recognize the critical need to explore innovative ways to improve our economic viability and service delivery efficiency. Since the operational changes to the Community Development Department and reassigned roles of Christy Wilcox, the recycling coordinator role is becoming a concern. The concerns relate to meeting the requirements of the funds received from the County with organic recycling being a priority issue for 2017. Organic recycling will include providing a lot of education to the community which will be very time consuming. The City of West St. Paul is also dealing with the role of the Recycling Coordinator with the recent resignation of their Recycling Coordinator.

Recycling responsibilities has historically consumed about 15% of a full time position. Because of the time constraints on other responsibilities of the Licensing/Code Enforcement Division Manager, as well as the redundant nature of recycling activities done by each community, City staff began to explore the possibility of a regional and more coordinated approach to accomplish the city's recycling responsibilities.

Over the past few months, the City has been discussing a joint recycling program with the City of West St. Paul. There is a similar successful model between Burnsville and Apple Valley. Attached is a Joint Powers Agreement that the City Attorney has prepared for City Council consideration. Under the proposed recycling program, West St. Paul and South St. Paul would coordinate recycling activities and administrative responsibilities. The recycling program would be led by a (20 hour) part-time employee who would split hours between the two communities. For payroll purposes, the employee would technically be a West St. Paul employee. West St. Paul would also serve as the fiscal agent for the program. The overall intent of the coordinator program will be to provide a more organized and purposeful recycling program for the two communities. The attached agreement provides details regarding how the services will be coordinated as well as a proposed budget. The Licensing/Code Enforcement Manager will continue to manage the compost site and help in the annual clean-up day event.

SOURCE OF FUNDS:

DAKOTA COUNTY GRANT

AGREEMENT TO PROVIDE RECYCLING COORDINATOR SERVICES

THIS AGREEMENT is made this ____ day of _____, 2016, by and among the Cities of **WEST ST. PAUL and SOUTH ST. PAUL** (hereinafter individually referred to as a "City" and collectively referred to as the "Cities").

1. **AUTHORITY.** This Agreement is entered into pursuant to Minnesota Statute § 471.59.

2. **PURPOSE.** The purpose of this Agreement is to provide recycling coordination services for the Cities.

3. **RECYCLING COORDINATOR SERVICE.** A Recycling Coordinator will be hired as an employee of the City of West St. Paul, and shall perform the basic services of the recycling program (the "Program") for itself and for the Cities of South St. Paul and West St. Paul. The basic Program services include but are not limited to:

- Distribute recycling/disposal information to each household.
- Actively participate and contribute to monthly Local Solid Waste Staff Meetings with Dakota County.
- Support and promote Dakota County's integrated solid waste management program.
- Make presentations (schools, community groups, local organizations).
- Work with Multi-family buildings to enhance recycling efforts.
- Work with City staff to reduce waste and increase environmentally preferable purchases.
- Ensure that recycling programs are established for City facilities.
- Apply for the annual grants from Dakota County commonly known as the Community Landfill Abatement Grants on behalf of each City.
- Produce the annual reports to Dakota County as required pursuant to the Community Landfill Abatement Grants.
- Comply with all requirements of the Dakota County Community Landfill Abatement Grants to maintain funding.
- Answer phone/e-mail inquiries regarding recycling/disposal.

- Assist Cities in promotion and administration of recycling events.
- Participate in the Cities Environmental Committee or comparable committee/program

If either of the Cities of South St. Paul or West St. Paul desire additional services outside of the scope of the basic services of the Program, then the Cities may enter into a separate agreement concerning those services, or may enter into a written amendment of this Agreement to incorporate the additional services.

4. FINANCE.

A. The City of South St. Paul shall pay the City of West St. Paul to reimburse for the costs of wages, benefits and other costs necessary to employ the Recycling Coordinator and operate the Program. The Cities shall initially share the cost of this position equally in accordance with Attachment A. By _____ of each year, the Cities shall meet to review the results of the Program and shall establish a budget for the following year. The City of West St. Paul shall invoice the City of South St. Paul and the City of South St. Paul shall pay the invoice within thirty (30) days. The City of West St. Paul is authorized to pay claims submitted by the Recycling Coordinator.

B. The City of West St. Paul shall act as fiscal agent and shall maintain a separate fund for the purpose of operating the Program.

C. Any grants received (other than the Community Landfill Abatement Grants) will be apportioned equally among the Cities and shall reduce each City's contribution to the costs of the Program.

5. CONTRIBUTIONS OF FACILITIES BY CITIES.

A. Each City shall determine which of its assets will be available to the Program, but at a minimum each City will provide a workspace with appropriate office supplies

and equipment to allow the Recycling Coordinator to fulfill the requirements of the Program. It is expected that the Recycling Coordinator will spent at least one day a week officing in each City, with the final schedule to be determined at a later date.

B. Each City shall maintain public liability insurance coverage on the assets made available for the Program.

C. Assets made available to the Program will be promptly returned to the City that provided them upon that City's withdrawal from the Agreement.

D. The Recycling Coordinator in charge of the Program will be supervised by the designated contact in West St. Paul, in coordination with the primary contact in the City of South St. Paul. Required safety, legal and related reporting shall be through the designated contact in the City of West St. Paul.

6. PERSONNEL. The City of West St. Paul shall establish standards and qualifications for its personnel. The Recycling Coordinator shall be deemed an employee of the City of West St. Paul, not of City of South St. Paul. The Recycling Coordinator shall be subject to the personnel and other policies of the City of West St. Paul.

7. INSURANCE AND INDEMNIFICATION.

A. General Liability Insurance. Each City agrees to maintain in force comprehensive general liability insurance equal to or greater than the maximum liability for tort claims under Minn. Stat. § 466.04, as amended. If a City is notified that its insurance is cancelled, it will immediately notify the other City in writing. If a City is unable to obtain or keep in force at least the minimum coverage required by this paragraph, a City may withdraw from this Agreement after giving the other City at least thirty (30) days written notice of its intent to withdraw.

B. Workers' Compensation Insurance. Each City shall be responsible for injuries to or death of its own employees. Each City shall maintain workers' compensation coverage or self-insurance coverage, covering its own employees while they are providing services pursuant to this Agreement. Each City waives the right to sue the other City for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of the other City or its officers, employees or agents.

C. Indemnification. Each City shall be liable for its own acts to the extent provided by law. The Cities agree to indemnify and hold harmless each other and each other's respective employees, trustees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Accordingly, on demand, the indemnifying party agrees to reimburse the indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party that results from the indemnifying party's breach of any provision of this Agreement or from any negligence or wrongful acts or omissions by the indemnifying party or its

employees, trustees, directors, officers, subcontractors, agents or other members of its workforce in connection with the indemnifying party's performance under this Agreement.

Under no circumstances, however, shall a City be required to pay on behalf of itself and other parties to this Agreement any amounts in excess of the limits of liability established in Minn. Stat.§ 466.04. The limits of liability for some or all of the Cities shall not be added together to determine the maximum amount of liability for any one City.

8. DURATION.

A. Any City may withdraw from this Agreement on _____ of any year. Written notice of termination must be given to the other City at least ninety (90) days prior thereto.

9. In the event of termination, all surplus funds shall be distributed to the Cities in proportion to the amount contributed over the lifetime of the Agreement, in relation to all contributions made by the Cities. Property obtained under this Agreement shall be distributed to the Cites in the same manner. **PRIOR AGREEMENTS SUPERSEDED.** This Agreement supersedes and repeals all prior agreements among the Cities related to the Recycling Coordinator.

10. NO PRESUMPTION AGAINST DRAFTING CITY. The Cities acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good-faith negotiations among the Cities through themselves and/or their respective legal counsel; (b) said Cities and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting City(ies) shall not be employed in the interpretation of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provision. The Cities agree that any action arising out of this Agreement or with respect to the enforcement of this Agreement shall be venued in the Dakota County District Court, State of Minnesota.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

13. EXECUTION OF ADDITIONAL DOCUMENTS. The Cities are to execute and deliver to the other party, as requested, any additional documents and/or instruments that may reasonably be determined as necessary to consummate this transaction.

Dated:_____ **CITY OF WEST ST. PAUL**

By: _____
David Meisinger
Its Mayor

By: _____
Matt Fulton
Its Manager

Dated:_____ **CITY OF SOUTH ST. PAUL**

By: _____
Beth Baumann
Its Mayor

By: _____
Christy Wilcox

Its Clerk

ATTACHMENT A
JOINT FEES/EXPENSES

		Annual - 2017
A.	Recycling Coordinator Salary	$20,000
B.	Benefits (PERA/FICA)	$6,240
C.	Membership – Recycling Association of MN	$100
D.	Printing/Promotion –generic materials	$600
E.	Mileage Reimbursement	$300
F.	Smart Phone Monthly Fee Reimbursement $50/mo.	$600
G.	Miscellaneous	$300
	Total Projected Costs	**$28,140**

To be divided equally between South St. Paul and West St. Paul

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: Licensing/Code Enforcement Division
ADMINISTRATOR: SPK

8-L

AGENDA ITEM: Declare Certain City Property Surplus and Approving Disposal or Sale

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016- 157, declaring certain City property as surplus and authorizing disposal or sale of surplus property.

OVERVIEW:

The Public Works Department is requesting that the 1972 Layton Trac Paver (asphalt paver) be declared surplus property and authorize disposal. It is beyond repair and the parts are no longer available.

The City needs to formally adopt the attached resolution declaring these items surplus.

SOURCE OF FUNDS:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-157

RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND APPROVING DISPOSAL

WHEREAS, The City Council is required to declare City property no longer needed for its public purpose surplus prior to disposal or sale;

NOW, THEREFORE, BE IT RESOLVED, that the following City owned property is declared surplus and authorize its disposal or sale:

1973 Layton Trac Paver
Serial #H-5619-B-3

Adopted this 6th day of September, 2016.

_____
City Clerk

CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Airport
ADMINISTRATOR: SPK

8-M

AGENDA ITEM: **Approving Land Lease at Fleming Field with Lewis Scherff**

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-158 Approving Land Lease at Fleming Field with Lewis Scherff.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 12, Block 13, Airport Rearrangement also known as 261 Echo Lane in the East Hangar Area, with Lewis Scherff 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 Lewis Scherff 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. 2016-158

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH LEWIS SCHERFF**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 12, Block 13, 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 6th day of September, 2016.

_____
City Clerk

AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE]

CITY OF SOUTH ST. PAUL
[Landlord]

AND

LEWIS SCHERFF
[TENANT]

INDEX TO LEASE AGREEMENT

Section	Heading	Page
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	
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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	
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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 6th of September, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and **Lewis Scherff** ("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 12, Block 13, 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 **4,900** 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)]

X 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:
Lewis Scherff
10410 Courthouse Blvd
Inver Grove Heights, MN 55077

Email: thediggr@qwest.net
Phone: 612-369-7868

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

By: _____
Name: Beth Baumann
Title: Mayor

TENANT:
Lewis Scherff

By: _____
Lewis Scherff

Attest:

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

STATE OF MINNESOTA)
) ss. **Landlord Acknowledgment**
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ___day of _____, 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)
) ss. **Tenant Acknowledgment**
COUNTY OF DAKOTA) **[Individual]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Lewis Scherff.

_____
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	$1,293.60
January 1, 2018 – December 31, 2018	0.272	$1,332.80
January 1, 2019 – December 31, 2019	0.280	$1,372.00
January 1, 2020 – December 31, 2020	0.288	$1,411.20
January 1, 2021 – December 31, 2021	0.297	$1,455.30
January 1, 2022 – December 31, 2022	0.306	$1,499.40
January 1, 2023 – December 31, 2023	0.315	$1,543.50
January 1, 2024 – December 31, 2024	0.324	$1,587.60
January 1, 2025 – December 31, 2025	0.334	$1,636.60
January 1, 2026 – December 31, 2026	0.344	$1,685.60

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: September 6, 2016
DEPARTMENT: Administration
ADMINISTRATOR: SPK

8- N

AGENDA ITEM: CONVEY CONSENT FOR 2017 HOUSING AND REDEVELOPMENT AUTHORITY (HRA) SPECIAL TAX LEVY AND BUDGET

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016 – 159 which expresses consent for a 2017 HRA Budget and proposed 2017 Special Property Tax levy of $249,866. ***The Resolution is attached.***

OVERVIEW:

As part of a plan to redirect enhanced resources to the City's economic development and code enforcement efforts, the City Council authorized the transfer of administrative responsibility for a number of Housing programs from the Housing Redevelopment Authority (HRA) to the Dakota County CDA; the establishment of an Economic Development Authority (EDA); and, an internal reorganization that created a new Community Development Department. Given the magnitude of these changes and the time required to complete them, the 2016 Budget and Levy for the HRA were set with clear awareness that 2016 would be a transition year where program expenses and property tax levy needs would be less precise than prior years. This tendency will likely continue in 2017 as the evolution continues.

State Statute 469.033, Subd. 6, sets the maximum amount of an HRA levy at .185% of the taxable market value of the City. Staff recommends establishing the maximum HRA levy at $249,866 for 2017. This levy would be an increase of $2,029 (.81%) over the 2016 levy. ***Attached is the HRA Resolution that reflects these decisions.***

The 2017 levy would be directed in its entirety into the HRA General Housing program budget, which funds housing program expenses that have no other funding sources. Primary components of this general budget are staffing/professional services (44.4%): transfers to repay prior year obligations; and administrative support charges.

The HRA General Housing program budget helps reduce the Rediscover fund deficit from prior years. The Rediscover program budget also receives CDBG revenues of $59,820 and corresponding expenses are budgeted for 2017. Staff is routing other undesignated miscellaneous revenues into the elimination of the Rediscover Fund deficit. Examples include the proceeds from payments on rehab loans and Antennae Lease revenues. In 2017, Staff intends to explore whether other, less cash intensive approaches might provide additional tools for achieving Rediscover program goals.

City of South St. Paul
Dakota County, Minnesota

Resolution No. 2016 – 159

A RESOLUTION CONSENTING TO A 2017 TAX LEVY ADOPTED BY THE SOUTH ST. PAUL HOUSING AND REDEVELOPMENT AUTHORITY (HRA)

WHEREAS, Subject to the Consent of the City Council as expressed by Resolution, the HRA is authorized by Minn. Stat. 469.033, Subdivision 6 to levy a tax each year upon all taxable property within the taxing district ; and

WHEREAS, Minn. Stat 469.033, Subdivision 6 also limits this levy to no more than .0185 percent of the estimated market value of the taxing district; and

WHEREAS, on August 29, 2016 the HRA Board of Commissioners met to review, discuss and voted to approve a proposed 2017 Budget and also certified a 2017 tax levy of $249,866 for housing and redevelopment purposes and

WHEREAS, the HRA Board of Commissioners action on August 29, 2016 was memorialized in the adoption of HRA Resolution No. 16-3288; and

WHEREAS, the South St. Paul City Council also met for a Worksession on August 29, 2016 and among other matters, reviewed and discussed the HRA Board of Commissioners approval of a 2017 HRA Budget and tax levy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that it approves and consents to certification of a 2017 tax levy in the amount of $249,866 by the HRA.

Adopted this 6th day of September 2016.

_____
City Clerk

Housing and Redevelopment Authority of the City of South St. Paul
Dakota County, Minnesota

HRA RESOLUTION NO. 16-3288

RESOLUTION Approving the Proposed 2017 Housing and Redevelopment Authority (HRA) Tax Levy and Budget

WHEREAS, State Statute 469.033 subd. 6 provides that subject to the consent by resolution of the governing body of the city in and for which it was created, an authority may levy a tax upon all taxable property within the city for housing and redevelopment purposes. The amount of the levy shall be an amount approved by the governing body of the city, but shall not exceed .0185 percent of estimated market value;

WHEREAS, the HRA proposes a 2017 tax levy for housing and redevelopment purposes in the amount of $249,866;

WHEREAS, the HRA, proposes a 2017 general budget in the amount of $249,866 for housing and redevelopment purposes;

NOW, THEREFORE, BE IT RESOLVED, that the Housing and Redevelopment Authority of the City of South St. Paul hereby approves the proposed tax levy in the amount of $249,866 to be certified to the County Auditor pursuant to Minnesota Statutes 469.033 subject to consent by the City of South St. Paul.

Adopted this 29th day of August, 2016.

Chair, Joyce Grannis

Executive Director, Stephen P. King

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: Administration
ADMINISTRATOR: SPK

8 - O

AGENDA ITEM: APPROVE 2017 ECONOMIC DEVELOPMENT AUTHORITY (EDA) TAX LEVY AND BUDGET

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016 – 160 which approves a 2017 Budget and tax levy for the EDA. ***It is attached.***

OVERVIEW:

The EDA was created in 2015 by the South St. Paul City Council as a tool for enhanced economic development efforts. On August 31, 2015, the EDA Board adopted by-laws, appointed officers and appointed the City Administrator as interim EDA Executive Director. Section 4.6 of the adopted by-laws provides:

Budget to City. The Authority shall annually send its budget to the City Council which budget includes a written estimate of the amount of money needed by the Authority from the City in order for the Authority to conduct business during the upcoming fiscal year.

As part of a meeting on August 29, 2016, the EDA adopted a 2017 budget of $238,928. To help fund this budget, the EDA approved a special 2017 property tax levy of $208,928. ***Attached is the EDA Resolution that reflects these decisions.*** In comparison, the 2016 revised EDA budget is $272,719 and the 2016 EDA levy was $160,965. In short, the 2017 program budget expenses are set less than in 2016 (- $ 33,791) but property taxes will be a larger share of the revenue sources (+47,963) for funding these expenses...

It should be recalled that the 2016 Budget and Levy were set with clear awareness that 2016 would be a transition year in the evolution of a new Community Development Department. The 2016 levy therefore was set in an amount that was estimated to be sufficient to cover the cost of a new Economic Development Manager and possible professional services to help with the transition but was not intended to fully reflect the cost of the new Economic Development Division. For 2016, backfilling from HRA resources was expected.

With 2017, there is more certainty as to budget. A new Economic Development Manager, Ryan Garcia, is now on Staff and the expenses for him are known. ***Attached is a preliminary two-year work plan that will provide guidance to his efforts.*** During 2017, Staff expects to further refine expenses in the professional support services area and to better identify funding sources, other than property taxes, for the program activities.

City of South St. Paul
Dakota County, Minnesota

Resolution No. 2016 – 160

A RESOLUTION APPROVING A 2017 BUDGET AND CERTIFYING THE PRELIMINARY 2017 TAX LEVY ADOPTED BY THE SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY (EDA)

WHEREAS, Minn. Stat. 469.107 , Subdivision 1 provides that a City may, at the request of its Economic Development Authority (EDA), levy a tax each year upon all taxable property within the taxing district for the benefit of the EDA; and

WHEREAS, Minn. Stat. 469.107, subd. 1 also limits this levy to no more than .01813 percent of the estimated market value of the taxing district; and

WHEREAS, on August 29, 2016 the EDA met to review, discuss and voted to approve and recommend a proposed 2017 Budget in the amount of $238, 928; and

WHEREAS, the EDA also approved a 2017 tax levy of $208,928 to financially support the proposed 2017 Budget; and

WHEREAS, the EDA actions on August 29, 2016 were memorialized in the adoption of HRA Resolution No. 2016 -6; and

WHEREAS, the South St. Paul City Council also met for a Worksession on August 29, 2016 and among other matters, reviewed and discussed the EDA approval of a 2017 EDA Budget and tax levy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that it approves and certifies a 2017 EDA special tax levy of $208,928 and a 2017 EDA budget of $238,928.

Adopted this 6th day of September, 2016.

_____

City Clerk

6-A

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. EDA-2016-6

RESOLUTION Approving the Proposed 2017 Economic Development Authority (EDA) Tax Levy and Budget

WHEREAS, State Statute 469.107 subd. 1 provides that a city may, at the request of the Economic Development Authority (EDA), levy a tax for the benefit of the authority in an amount not to exceed .01813 percent of estimated market value;

WHEREAS, the EDA proposes a 2017 tax levy for economic development purposes in the amount of $208,928;

WHEREAS, the South St. Paul EDA, proposes a 2017 annual budget in the amount of $238,928 for economic development purposes;

NOW, THEREFORE, BE IT RESOLVED, that the South St. Paul Economic Development Authority hereby approves:

1. The EDA requests that the South St. Paul City Council levy a special tax of $208,928 to be collected in 2017 pursuant to Minnesota Statutes 469.107.
2. The EDA requests that the South St. Paul City Council adopt the 2017 annual budget in the amount of $238,928.

Adopted this 29th day of August, 2016.

President, Beth A. Baumann

Executive Director, Stephen P. King

Work Plan (2016 – 2017)

- Build SSP Business Retention and Expansion Program, coordinated with Progress Plus
- Actively promote SSP to cultivate and respond to business recruitment leads through direct contacts, as well as in partnership with other agencies (Progress Plus, GreaterMSP, etc.)
- Establish process for documenting and tracking local economic development activity
- Work with EDA/Council to Develop and Approve TIF Policy
- Work with EDAB/EDA/Council to Develop and Approve Economic Development Strategic Plan (2017 – 2019)
- Develop unified inventory of City-Owned properties; determine strategy(ies) for marketable parcels
- Develop Project Plan for DEED Special Appropriation Grant ($600,000) and administer program
- Apply for EPA Communitywide Assessment Grants ($200,000 for Hazardous, $200,000 for Petroleum), develop work plan, and administer program
- Continue to monitor, identify, and leverage county, metro, state, and federal funding sources for Economic Development initiatives
- Lead creation of local Community Profile and economic report card with info-graphics
- Staff EDAB and EDA Meetings
- Participate in Progress Plus/River Heights Chamber activities and meetings
- Continue serving with Economic Development Association of Minnesota's Professional Development Committee
- Continuing Education for Economic Development Finance Professional (EDFP) credential

CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Engineering
ADMINISTRATOR: SPK

8-P

AGENDA ITEM: Adoption of Streetscape Elements for Southview Boulevard & 3rd Avenue Improvements Final Design

ACTION TO BE CONSIDERED:
Adopt Resolution No. 2016-163 RESOLUTION FOR ADOPTION OF STREETSCAPE ELEMENTS FOR SOUTHVIEW BOULEVARD & 3RD AVENUE IMPROVEMENTS FINAL DESIGN (PROJECT NO. 2014-011).

OVERVIEW:
The City of South St. Paul is partnering with Dakota County on Southview Boulevard (CSAH 14) from 20th Avenue South to 3rd Avenue South and along 3rd Avenue South from Southview Boulevard to Marie Avenue. The Southview Boulevard roadway corridor was last reconstructed in the late 1980's. Traffic control devices and infrastructure are in need of updating to improve the safety of intersections, to create pedestrian facilities compliant with the Americans with Disabilities Act (ADA), and to revise the roadway geometry to complement the existing land use and traffic volumes.

STREETSCAPE DESIGN:
On May 11, 2015, the City Council gave input for staff to design a streetscape that included a number of elements that provided a beautiful and functional aesthetic with a cost effective approach. In the spring and summer of 2016, staff held a number of Business & Citizen Advisory Committee meetings and a public open house on June 7, 2016, to discuss a number of issues including the recommended streetscape elements. On August 22, 2016 the input received from the public, an update on the project, and the staff recommendations for streetscape design was presented at the City Council Worksession meeting.

The City Council gave input for staff to design a streetscape that included landscaping, limestone seating blocks, waste receptacles, bike racks, decorative barrier walls (for both seating and prevention of car overhang onto the sidewalk), lighting, urban tree plantings in special planting media, and decorative retaining walls with consideration for varying colors (Attachment A: Streetscape Design Elements).

RECOMMENDATION:
Staff recommends the City Council consider adopting the streetscape design elements for the Southview Boulevard & 3rd Avenue Improvements in order to further progress the final design.

TIMELINE & SCHEDULE:
Staff is continuing to work with Dakota County and the consulting engineering firm for staging and phasing recommendations as well as right of way acquisition this summer into the fall. The Business & Citizen Advisory Committee Meetings are tentatively scheduled for late September to discuss construction staging.

SOURCE OF FUNDS:
No fiscal impact at this time.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-163

RESOLUTION FOR ADOPTION OF STREETSCAPE ELEMENTS FOR SOUTHVIEW BOULEVARD & 3RD AVENUE IMPROVEMENTS FINAL DESIGN (PROJECT NO. 2014-011)

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

WHEREAS, the City, in coordination with Dakota County, has developed streetscape elements for the Project, and

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

1. That the attached streetscape elements for the Project is hereby adopted by the City.

Adopted this 6th day of September, 2016.

_____
City Clerk

Attachment A: Streetscape Design Elements

Corridor Streetscaping Nodes
(Where space allows)

Primary Nodes

- Dense Plantings and Enhanced Paving
  - Perennials
  - Ornamental grasses
  - Low maintenance

Secondary Nodes

- Less Densely Planted and Enhanced Paving
  - Perennials
  - Ornamental grasses
  - Low maintenance

Site Furnishings

Seating

Waste Receptacles

Bike Racks

Decorative Barrier Walls

Lighting

Xcel Energy Light Poles

- Acorn Post Top
  - Similar to existing lights on 3rd Ave. N.
- Acorn Post Top w/Teardrop
  - Teardrop is taller, better distribution of light and few poles

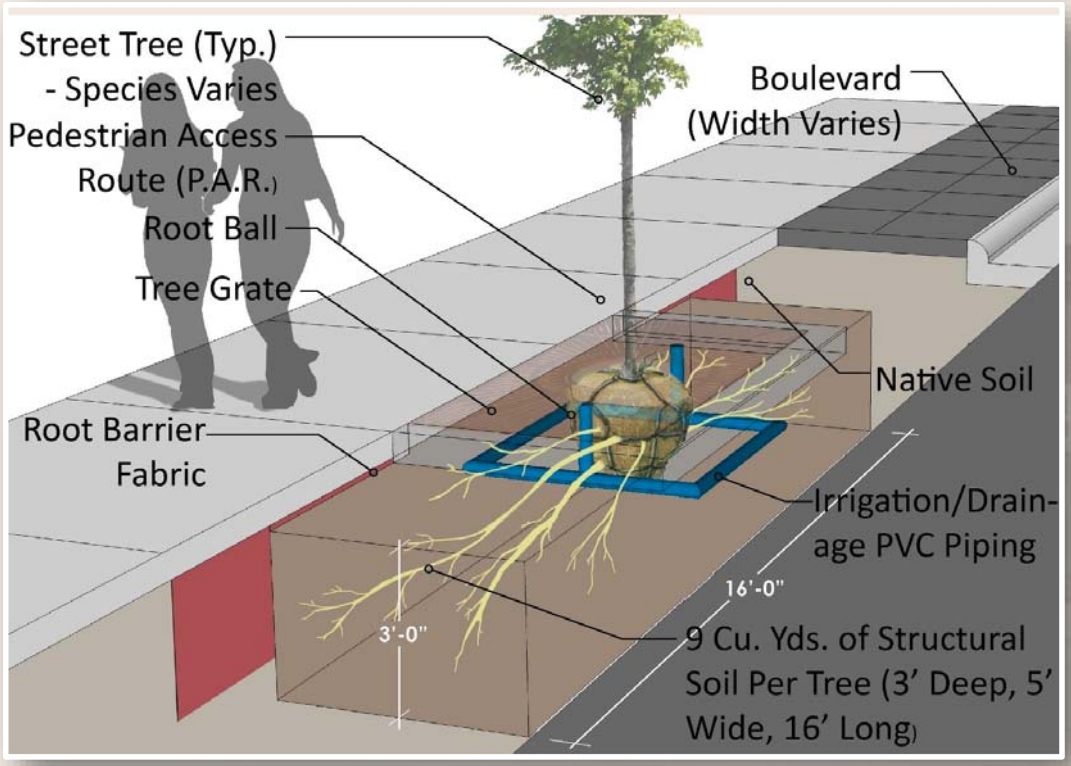
Acorn

Teardrop

Street Trees

Healthy Urban Tree Growth

- Plant at proper depth, root ball set to correct height
- Achieve as large of soil volume possible; use structural soil
- Root Barrier where adjacent to pavement



Tree Varieties

Varieties Hardy to Climate/Growing Environment, Salt Tolerant

Ginkgo ‘Autumn Gold’

Common Hackberry

Swamp White Oak

Kentucky Coffee Tree ‘Espresso’

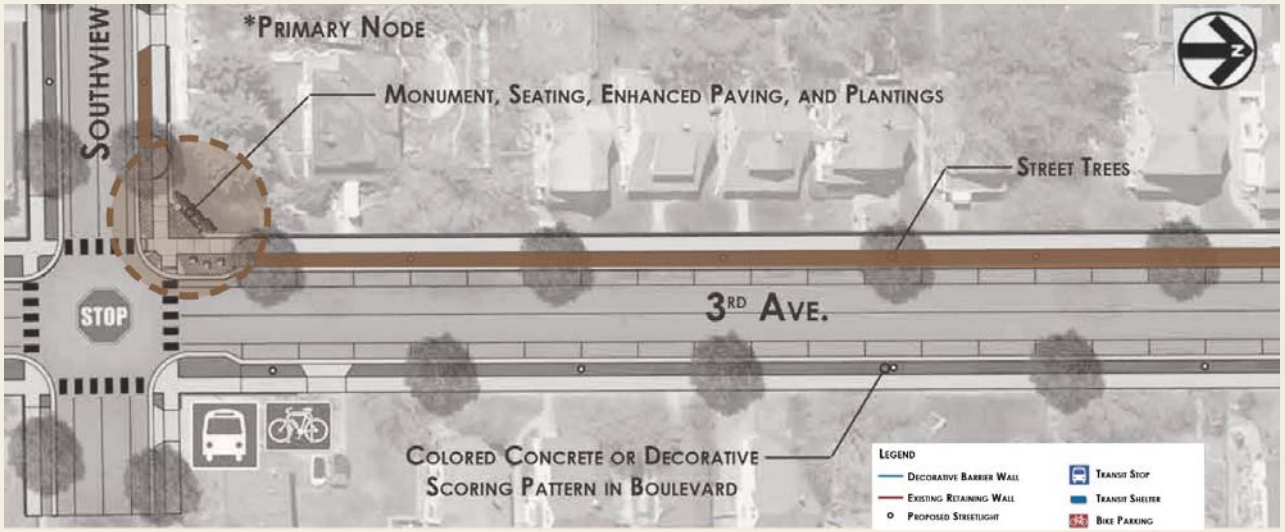
Corktree ‘His Majesty’

Decorative Pavement in Boulevard

- Boulevard width varies, 2-5 feet
- All site furnishings located in this zone
- Stamped and/or Stained Concrete Finish
  - Design to be low maintenance
  - Easy to replace and match
  - No red pigments---eventually turn pink

< Stain color to compliment existing building facades.

Decorative Pavement: Linear Application



Retaining Walls

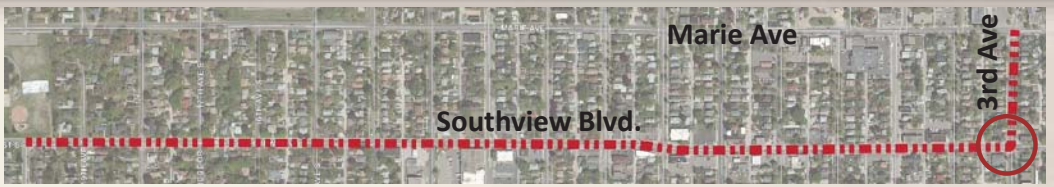
"Wet Cast" - Retaining Walls

- Replace walls only if construction is likely to result in impacts to property
- City staff to negotiate right of entry for retaining walls
  - Not temporary easements
- Total of 9 potential walls impacted
- County/City cost participation
  - County (55%)/City (45%)

No Monuments

Monuments not incorporated as part of the project

- Less initial project cost
- Flexibility - can install monument later or space for temporary public art/installations
  - public engagement opportunity



CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Airport
ADMINISTRATOR: SPK

8-Q

AGENDA ITEM: **Approving Land Lease at Fleming Field with J.M. Mac Holdings, LLC**

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-77 Approving Land Lease at the Fleming Field Airport with J.M. Mac Holdings, LLC.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for Lot 1 and the West 10 feet of Lot 2, Block 14, Airport Rearrangement, also known as 281 Gulf Lane in the East Hangar Area, with J.M. Mac Holdings, LLC on the approved lease form.

The previous business and tenant, Abtec Helicopters, LLC, was purchased by J.M. Mac Holdings, LLC, a Wisconsin limited liability company. The closing date between the two entities was August 31, 2016. A copy of the Bill of Sale is enclosed with the lease documents. J.M. Mac Holdings, LLC intentions are to sublease the hangar back to Abtec Helicopters, LLC. The sublease is also on the City Council Agenda.

The lease is a commercial lease that allows for an aviation business to operate on the property. 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. 2016-77

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH J.M. MAC HOLDINGS, LLC**

WHEREAS, The City Council has reviewed and considered a Lease Lot 1 and the West 10 feet of Lot 2, Block 14, 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 6th day of September, 2016.

_____
City Clerk

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

ABTEC HELICOPTERS, LLC (the **"Seller"**), pursuant to that certain Asset Purchase Agreement dated as of the 31st day of August, 2016 (the **"Agreement"**), does hereby bargain, sell, transfer, convey, assign and deliver to **J.M. MAC HOLDINGS, LLC** (the **"Purchaser"**), its successors and/or assigns, all of the Seller's right, title, and interest in and to the following (collectively, the "Assets"):

1. The Airport Hangar situated at the So. St. Paul Airport (KSGS), which is located at 281 Golf Lane, South St. Paul, MN 55075 which property is more particularly described on Exhibit "A" attached hereto (the "So. St. Paul Hangar"); and
2. Ground Lease Agreement for the So. St. Paul Hangar.

The Purchaser and the Seller agree that this Bill of Sale and Assignment will be effective as of the date of execution.

The Purchaser is buying the Assets in an arm's length agreement. The Purchase Price was bargained on the basis of an "AS-IS, WHERE-IS" transaction and reflects the agreement of the Seller and the Purchaser that there are no representations or warranties, express or implied, by the Seller. The Purchaser has relied solely and exclusively on its own inspection of the Assets and not on any information or statement of the Seller or any of its agents or representatives. In this regard, the Purchaser represents that it has conducted a careful investigation of the Assets, that it has determined for itself that the Assets are acceptable without relying on any warranties or representations of the Seller, and that the Assets are acceptable. Accordingly, the Seller hereby expressly disclaims any and all warranties and representations, express or implied, as to the state of the Assets, and the availability of utilities, including any water, the condition of the Assets or the quality, quantity, character, size, description or suitability or fitness for any use or purpose thereof, whether existing or contemplated. THE SELLER CONVEYS THE ASSETS AND THE PURCHASER ACCEPTS THE ASSETS WITH ALL FAULTS OF ANY KIND, INCLUDING ENVIRONMENTAL (WHETHER ABOVE, WITHIN OR UNDER THE ASSETS), AND THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FITNESS, ENVIRONMENTAL COMPLIANCE, MERCHANTABILITY OR HABITABILITY OF THE ASSETS OR OTHERWISE.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Bill of Sale and Assignment to be executed as of the 31st day of August, 2016.

SELLER:

ABTEC HELICOPTERS, LLC,
a Minnesota limited liability company

By: _____
Name: Leland T. Andrew
Title: Manager

PURCHASER:

J.M. MAC HOLDINGS, LLC
a Wisconsin limited liability company

By: _____
Name: Michelle McDermott
Title: Member

AIRPORT LAND LEASE AGREEMENT
[GROUND LEASE – EAST SIDE]

CITY OF SOUTH ST. PAUL
[Landlord]

AND

J.M. MAC HOLDINGS, LLC
[TENANT]

INDEX TO LEASE AGREEMENT

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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 ____ day of _____, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and **J.M. Mac Holdings, LLC**, a Wisconsin Limited Liability Company ("Tenant"), each of the foregoing being sometimes referred to individually as "party" or collectively as "parties."

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

SECTION 1
LEASE

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

Lot 1 and the West 10 feet of Lot 2, Block 14, 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 **8,452** 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, 2016 ("Commencement Date"), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

3.1 Tenant shall have the option to extend the initial Term of this Lease for an additional term of ten (10) years ("First Extended Term") from and after the expiration of the initial Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the initial Term of this Lease. Tenant shall also have an option to extend the First Extended Term of this Lease for an additional term of ten (10) years ("Second Extended Term") from and after the expiration of the First Extended Term of this Lease, by giving written notice of the exercise of this option to Landlord not less than one (1) year prior to the expiration of the First Extended Term of this Lease. Each option to renew and each extended term is subject to the following terms and conditions:

(i) No default exists in the performance by Tenant of any of the terms of this Lease;

(ii) Each extended term shall be on the terms, covenants and conditions of the then current lease terms for the same type of tenants (noncommercial, commercial with direct access to public road, or commercial without direct access to public road) and at the prevailing rental rate for the particular type of tenancy;

(iii) With respect to the Second Extended Term that the option for the First Extended Term has been exercised; and

(iv) That the Lease Term and any extension term shall not cause the Lease to continue for more than thirty (30) years from the Commencement Date of the Lease.

SECTION 4
RENT

4.1 During each year of this Lease, Tenant shall pay to Landlord **on or before March first of each year** an annual rent ("Rent") as provided in Exhibit A, attached hereto and incorporated herein by reference. In the event of any fractional year occurring during the Term of this Lease, Tenant shall pay rent on a pro rata basis calculated on the ratio of the actual number of days of possession by Tenant to the total number of days in the year in question.

4.2 In addition to being an event of default entitling Landlord to terminate this Lease, failure to pay Rent by March 1st of each year shall result in a late fee equal to $50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.

4.3 The Annual Rent shall be adjusted upward as of the first day of March of each year ("Adjustment Date") beginning in the second year of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as set forth in the attached Rent schedule on Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the prevailing 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)]

X Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
X Flying for charter or hire
X Aircraft maintenance
___ 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 in 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 and/or begin repairs in a timely manner 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 one-hundred and eighty (180) 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. Except as may be authorized by Section 13 of this Lease, 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 prevailing 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 performed 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 with reasonable notice, 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 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:
J.M. Mac Holdings, LLC
316 East Rock Street
Jefferson, WI 53549
Attn: Jeff McDermott

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

By: _____
Name: Beth Baumann
Title: Mayor

TENANT:
J.M. MAC HOLDINGS, LLC

By: _____
Name: Jeff McDermott
Title: Vice president

Attest:

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

STATE OF MINNESOTA)
) ss. **Landlord Acknowledgment**
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ___day of _____, 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

WISCONSIN
STATE OF ~~MINNESOTA~~)
) ss. **Tenant Acknowledgment**
COUNTY OF ~~DAKOTA~~) **[Company]**
JEFFERSON

The foregoing instrument was acknowledged before me this 31 day of AUGUST, 2016, by Jeff McDermott, the Vice President of J.M. Mac Holdings, LLC, a Wisconsin Limited Liability Company.

_____
Notary Public - Wisconsin 2/14/20

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
January 1, 2016 – December 31, 2016	$0.332	$3,326.64
January 1, 2017 – December 31, 2017	$0.342	$3,426.84
January 1, 2018 – December 31, 2018	$0.352	$3,527.04
January 1, 2019 – December 31, 2019	$0.363	$3,637.26
January 1, 2020 – December 31, 2020	$0.374	$3,747.48
January 1, 2021 – December 31, 2021	$0.385	$3,857.70
January 1, 2022 – December 31, 2022	$0.397	$3,977.94
January 1, 2023 – December 31, 2023	$0.409	$4,098.18
January 1, 2024 – December 31, 2024	$0.421	$4,218.42
January 1, 2025 – December 31, 2025	$0.434	$4,348.68

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)

CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Airport
ADMINISTRATOR: SPK

8-R

AGENDA ITEM: Approving Sublease at the Fleming Field Airport Between J.M. Mac Holdings, LLC and Abtec Helicopters, LLC.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-164 Approving Sublease at the Fleming Field Airport Between J.M. Mac Holdings, LLC and Abtec Helicopters, LLC.

Overview:

The City Council is required to approve the sublease at the airport. On August 31, 2016, J.M. Mac Holdings, LLC assumed the rights and obligations of a Lease through a Bill of Sale for Lot 1 and the West 10 feet of Lot 2, Block 14, Airport Rearrangement, also known as 281 Gulf Lane; at the South St. Paul Municipal Airport.

Now, J.M. Mac Holdings, LLC, wishes to sublet the hangar back to Abtec Helicopters, LLC located at 281 Gulf Lane. Abtec Helicopters, LLC intends to continue to use the hangar for aircraft storage, flyin for charter or hire, and maintenance in connection with their business.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-164

**RESOLUTION RELATING TO AIRPORT:
APPROVING SUBLEASE AT THE FLEMING FIELD AIRPORT
BETWEEN J.M. MAC HOLDINGS, LLC AND ABTEC HELICOPTERS, LLC**

WHEREAS, The City Council has reviewed and considered Subleases for Lot 1 and the West 10 feet of Lot 2, Block 14, Airport Rearrangement, also known as 281 Gulf Lane; (the "Sublease");

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 6th day of September, 2016.

_____
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (***"Lease"***), effective the 31st day of August, 2016 by and between J.M. Mac Holdings, LLC (***"Lessor"***) and Abtec Helicopters, LLC (***"Lessee"***);

WITNESSETH AND AGREED THAT:

1. PREMISES.

In consideration of the rents and conditions herein Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the aircraft hangar building situated at the So. St. Paul Airport (KSGS), which is located at 281 Golf Lane, South St. Paul, MN 55075 which property is more particularly described as Lot 1 and the West 10 feet of Lot 2, Block 14, Airport Rearrangement, Dakota County, Minnesota (***"Leased Premises"***).

2. TERM.

The term of this Lease (hereinafter designated ***"Lease Term"***) will commence on the 31st day of August, 2016 (***"Commencement Date"***) and will continue thereafter on an annual basis. Unless Lessee notifies Lessor in writing ninety (90) days prior to the termination of the Lease Term, this Lease will automatically renew for additional One (1) year Terms until such notice is given by Lessee or this Lease is terminated in accordance with the provisions herein.

3. RENT.

Lessee will pay to Lessor during the term of this Lease monthly rent of $_____ (***"Rent"***), payable in advance on the first day of each and every month at the address of the Lessor. Provided, however if the term of this Lease commences on a day other than the first day of the month. The rent for the first month will be adjusted on a pro rata basis.

4. REPAIRS.

Unless otherwise specifically provided, Lessee will be responsible at its expense for all maintenance and repair of the Leased Premises. Lessee will be responsible for any damage to the Leased Premises caused by Lessee or Lessee's invitees.

5. DESTRUCTION OF THE LEASED PREMISES.

In the event of a partial or total destruction of the Leased Premises during the term hereof from any cause, Lessor will with reasonable diligence repair the same. Provided, however, in the event Lessor in its reasonable discretion determines it to be impractical to repair the premises, Lessor may terminate this Lease. In the event Lessor will elect to repair the Leased

Premises, rent during any period of time that any significant portion of the Leased Premises are untenantable will be reduced, such reduction to be calculated in the proportion that the untenantable portion of the Leased Premises bears to the entire Leased Premises; however, if the Leased Premises are not restored within ninety (90) days, Lessee, at its option, may terminate this Lease. Lessee will elect in writing its intent to exercise or not exercise its option to terminate within ten (10) days after written notice by Lessor that the premises will not be restored within ninety (90) days.

6. DEFAULT.

Should a party be materially in default under the terms of this Lease, the defaulting party will have reasonable and adequate time in which to cure the same after written notice to the defaulting party by the non-defaulting party, provided the defaulting party, within thirty (30) days, or such lesser time as may be reasonable in the case of an emergency, after notice from the non-defaulting party, diligently and in good faith commences to cure such default or provides the non-defaulting party with written notice that cure of such material default may not reasonably be commenced within that time period. If a party defaults in the performance of any of its material covenants hereunder beyond any applicable notice and/or cure period, the non-defaulting party may, but without obligation, and without limiting any other remedies which it may have by reason of such default, including termination of this Lease, cure the default and bring an action to recover the reasonable costs and related expenses thereof.

7. REMEDIES CUMULATIVE.

The rights and remedies of the Parties with respect to any of the terms and conditions of this Agreement are cumulative and will be in addition to all other rights and remedies afforded the parties under applicable state law. No action taken by either party hereunder will be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other right or remedy of either party.

8. INSURANCE.

8.1 Lessor's Insurance. Lessor will keep the Leased Premises (but not Lessee's personal property) insured for the benefit of Lessor in such amount as it deems appropriate against loss or damage by fire and such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered under so-called "all risk" fire and extended coverage insurance. Lessor, at Lessor's sole cost and expense but for the mutual benefit of Lessor and Lessee, and with Lessee named as an additional insured, will procure and maintain general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Leased Premises to the limit of not less than One Million Dollars ($1,000,000.00) combined single limit. Such policy or policies will be written in

companies authorized to do business in Minnesota and reasonably satisfactory to Lessee, and such policy or policies, or a memorandum or certificate of such insurance, will be delivered to Lessee prior to the commencement date of the Term, endorsed "Premium Paid" by the company or agency issuing the same or accompanied by other evidence satisfactory to Lessor that the premium thereon has been paid. A replacement policy, memorandum or certificate will be delivered to Lessee at least ten (10) days prior to the expiration of an existing policy. All such policies will provide for ten (10) days written notice to Lessee prior to cancellation, non-renewal or modification which reduces the scope of coverage and/or policy limits below that required to be maintained hereunder. If anyone other than Lessor asserts a claim against Lessee arising out of Lessor's operations under this Agreement, Lessor's insurance will provide primary coverage for Lessee.

8.2 Lessee's Insurance. Lessee represents that it currently maintains policies of aircraft liability and comprehensive property damage insurance insuring its aircraft and operations, as well as, "all risk" type hull insurance insuring the Aircraft and Lessee's machinery, equipment, furniture, trade fixtures and other personal property and business interests with all insurance policies providing such coverage limits as Lessee requires, in its reasonable discretion.

9. GENERAL.

9.1 This Lease will be construed, interpreted and enforced in accordance with the laws of the state of Minnesota. The parties expressly consent to the exclusive jurisdiction of the courts of the State of Minnesota, Hennepin County.

9.2 If any term or provision of this Lease will to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provision of this Lease will be valid and enforced to the fullest extent permitted by law.

9.3 This Lease will not be deemed or construed to create or establish any relationship or partnership or joint venture or similar relationship or arrangement between Lessor and Lessee hereunder.

9.4 Except as between Lessor and Lessee, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Lessor or Lessee to any other individual or entity, to any surety for or employee of any of them or to any third-party beneficiary. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Lessor and Lessee and not for the benefit of any other party.

9.5 In the event either party places the enforcement of this Lease, or any part thereof, in the hands of an attorney, or files suit upon the same, the non-prevailing party will pay the other party's reasonable attorneys' fees and court costs as any court will deem reasonable and equitable.

9.6 No purported amendment, modification or waiver of any provision of this Agreement will be effective unless in a writing specifically referring to this Agreement and signed by all of the Parties.

9.7 This Agreement contains the entire agreement of the Parties hereto and supersedes all prior or contemporaneous agreements and understandings, oral or written, between the Parties hereto with respect to the subject matter hereof.

9.8 This Agreement and all rights of Lessee hereunder are and will at all times continue to be subject and subordinate in all respects to the terms and provisions of that certain Airport Land Lease Agreement [Ground Lease – East Side] by and between the City of South St. Paul and Lessor and to all renewals, modifications and extensions thereof.

IN WITNESS WHEREOF, the said Lessor and Lessee have hereunto caused their respective names to be affixed hereto.

LESSOR: J.M. Mac Holdings, LLC

By_____
Jeff McDermott
Its: Manager

LESSEE: Abtec Helicopters, LLC

By_____
Michelle McDermott
Its: Manager

CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 6, 2016
DEPARTMENT: Engineering
ADMINISTRATOR: SPK

8-S

AGENDA ITEM: Approve Settlement Agreement – 2441 Francis Street

ACTION TO BE CONSIDERED:
Approve a settlement agreement with Stacy Maier for replacement of a portion of concrete driveway pavement for the property at 2441 Francis Street.

OVERVIEW:
A water service line and curb stop was required to be replaced at the property located at 2441 Francis Street as part of the 2016 Bituminous Removal & Replacement projects. The water service line and curb stop replacement necessitated the removal of approximately one quarter of the existing concrete driveway pavement. In accordance with past practice, the City replaces only those panels of concrete driveway pavement that were damaged as a result of construction.

Stacy Maier, the property owner located at 2441 Francis Street, has requested that the City consider letting her replace the entire driveway through a private contractor and the City to reimburse her for that portion that would have been replaced as part of the construction project. The total amount that the City would have incurred for concrete driveway replacement as part of the project would be $1,973.10 based on contract unit prices. Staff believes that this is a reasonable request and is in accordance with past practice.

RECOMMENDATION:
Staff recommends the City Council consider approving a settlement agreement with the property owner at 2441 Francis Street in the amount of $1,973.10.

SOURCE OF FUNDS:
Sufficient funds are available from the 2016 Pavement Management – Mill & Overlay and Bituminous Removal & Replacement program.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2016 ("Agreement Date"), by and between the City of South St. Paul, a Minnesota municipal corporation (the "City"), and Stacy K. Maier, a single person ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property which is improved with a single-family home located at 2441 Francis Street, South St. Paul ("Property"); and

WHEREAS, the City is undergoing a street improvement project on Property Owner's street that involves a bituminous removal and replacement of the street; and

WHEREAS, the street improvement project also includes replacement of some driveway aprons along the street project area ("Driveway Replacement Work"); and

WHEREAS, the Property Owner's driveway apron was going to be partially replaced as part of the street improvement project, however, the Property Owner requested that she be paid the amount the City would have paid the City's contractor for her driveway replacement ("Driveway Replacement Cost") and be allowed to hire her own independent contractor to perform the Driveway Replacement Work as part of a larger driveway replacement project she intends to do; and

WHEREAS, the City is willing to pay the Property Owner for the Driveway Replacement Cost instead of performing the Driveway Replacement Work as long as the Property Owner accepts the terms and conditions of this Agreement; and

WHEREAS, this Agreement is intended to resolve the Driveway Replacement Work between the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and the Property Owner with regard to the Driveway Replacement Work.

Section 1.03 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
COVENANTS AND AGREEMENTS

Section 2.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

(a) City Execution of This Agreement: In consideration of this Agreement, the City agrees to execute this Agreement and implement its terms as they relate to the Property.

(b) Driveway Replacement Cost: In consideration of this Agreement, the City agrees to pay Property Owner One Thousand Nine Hundred Seventy Three and 10/100 Dollars ($1,973.10) as full payment for the Driveway Replacement Work. Payment will be made to Property Owner upon proof of compliance with the provisions of Section 2.02 of this Agreement.

Section 2.02 Covenants and Agreements of the Property Owner. Property Owner covenants and agrees with the City that:

(a) Title and Agreement Execution and Processing: Property Owner warrants that Property Owner has good right, title and interest in the Property to enter into this Agreement and Property Owner agrees to execute this Agreement and deliver said executed copy to the City.

(b) Timing of Payment: Property Owner shall submit proof of paid receipts or paid invoices from a contractor who completed the work. Such proof shall be submitted to the City Engineer. Upon verification that the Driveway Replacement Work was correctly completed and completed in accordance with City Codes, payment shall be made to Property Owner within 10 business days of submission of such verification.

(c) Release of Claims: In exchange for the payment made to Property Owner in this Agreement, Property Owner, for herself and on behalf of her heirs, executors, administrators, attorneys, and assigns, hereby releases City, its present and former council members, contractors, attorneys, representatives, employees, and agents from any and all claims, rights or causes of action of any kind and nature whatsoever, which they have or may claim to have, in any way arising out of, connected with the Driveway Replacement Work. This Release shall also include, but not be limited to, all claims, rights and causes of action for costs, attorney's fees, or percentage of awards or settlements which Property Owner may assert against or which may be asserted against City by anyone on behalf of Property Owner, or against any of the released parties from any third parties.

ARTICLE III
GENERAL PROVISIONS

Section 3.01 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

Section 3.02 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.03 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 3.04 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.05 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 3.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 3.07 Captions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 3.08 Recording. The parties hereto agree that this Agreement shall not be recorded with the County Recorder and/or Registrar of Titles.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

PROPERTY OWNER:

By: _____
Stacy K. Maier

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Stacy K. Maier, a single person known to be the persons described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

_____
Notary Public

CITY OF SOUTH ST. PAUL

By: _____
Beth Ann Baumann, Mayor

ATTEST:

_____
Christy Wilcox, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared Beth Ann Baumann and Christy Wilcox to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of the City of South St. Paul, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

City Council Agenda Report
Date: September 6, 2016
Department: Administration

Administrator: SPK

9- A

Agenda Item: **Presentation, discussion and City Council decisions on the preliminary 2017 Tax Supported City Fund Budgets, Property Tax Levies and associated timelines**

Actions to be considered:
This memo provides information and analysis concerning the five preliminary 2017 City budgets that substantially rely on property tax levies as key revenue sources for their operation, (General Fund; Library; Doug Woog Arena; Capital Program; and, Debt Service). The memo also provides an overview of the 2017 Budget processes, including timing considerations and other procedural matters. At Monday's meeting, Staff will provide a verbal summary of key points in this memo. The verbal comments will be coordinated with a Staff PowerPoint presentation of related data and information. At the conclusion of these presentations, Staff could answer initial questions from the City Council. Following initial Council questions, Staff recommends that the session be opened to questions and/or comments from members of the public. After Public and Council member questions, the City Council should adopt the following Resolution:

Resolution 2016–161 Approving preliminary 2017 City Property Tax Levies, associated budgets and dates for Public Hearing(s) on the final City 2017 Property Tax Levies and associated budgets. ***The proposed Resolution accompanies this memo.***

PROCESS CONSIDERATIONS

The City Council must adopt preliminary 2017 Property Tax Levies and Budgets for the Funds it proposes to support with property taxes. These funds in 2017 include the General Fund, the Library Fund, Doug Woog Arena, the Capital Program and Debt Service Fund. This information must be certified to Dakota County by September 30th.

In addition, the proposed 2017 Housing and Redevelopment Authority (HRA) levy and the 2017 Economic Development Authority (EDA) levy are required to be approved by the City Council and certified to the County by September 15th. The proposed 2017 HRA and 2017 EDA budgets and levies were separately adopted tonight within the Consent Agenda. Both the HRA Board and the EDA Board had also separately considered these budgets during meetings of each Board on August 29, 2016. Resolutions were adopted by each Board that night expressing approval for their respective 2017 levy and budget.

Dakota County will ultimately use this 2017 Property Tax levy information to prepare a comprehensive 2017 property tax impact notice for each individual property owner and it should arrive about Thanksgiving. It should reflect the 2017 property tax levies proposed by each taxing entity with jurisdiction over the owner's property. The notice will also inform the property owner of upcoming Public Hearings on these budget and levy proposals, and invite participation. The City needs to provide one of these Public Hearings and Staff recommends it be held on Monday, December 5, 2016. It will provide a final opportunity for public input and Council modification of the 2017 tax supported fund budgets and proposed tax levies before certification to the County for collection in 2017.

During the period between tonight's preliminary certification (September 2016) and the final adoption (projected as December 5th), the City Council will:

1. Review and finalize budgets for non-property tax supported funds, (e.g., Airport; utility funds - Water/ Sewer, Storm water and Street Lights; and, the Central Garage). These funds are primarily funded through user fees and charges.
2. Refine the preliminary 2017 property tax supported fund budgets and levies. It must be noted, however, that the preliminary levy adopted tonight (09/06/2016) creates a cap for the amount of levy that can be collected in 2017. Final adoption in December can only accept tonight's amount or lower it.
3. Continue reviewing the City's multi-year Capital Improvement Plan/Program (CIP), with special emphasis on the 2017 capital plan and its planned approval at the December meeting.
4. Review and consider the City's fees and charges schedule for possible additions, deletions or other modifications that could be adopted in December with all of the other potential Budget and levy modifications.

SPENDING INCREASES REFLECTED IN THE PRELIMINARY 2017 PROPERTY TAX SUPPORTED FUNDS; THE RATIONALE FOR THEM; AND, THE FUNDING STRATEGIES FOR PAYING FOR THEM

The Preliminary 2017 Property Tax Supported Funds continue a tradition of conservative budgeting and spending practices. In part, this approach is compelled because on a comparative basis with other metropolitan communities, the City has a relatively modest tax base and few other fiscal resources for funding expanded City services and new initiatives. This fact can be demonstrated by comparisons of tax capacity, fiscal disparities payments, and the mean price of single family housing and indirectly, by comparison of the amount of Local Government Aid received in the City with the amounts received in other metropolitan communities. Yet, South St. Paul residents demand excellent facilities and professional services, and maintaining those facilities and service levels requires ongoing reinvestment and occasional retooling. These forces ensure ongoing dynamic tension over the question of what constitutes appropriate spending and taxation levels. That debate can surely be applied to the budgeting and spending information found in the following paragraphs. That information, as well as the Staff-prepared PowerPoint presentation attempts to identify the major spending and operational changes built into the 2017 budgets and to also provide the rationale for them.

Overall new spending in the five 2017 Tax Supported Funds (General Fund; Library Fund; Doug Woog Arena; the Capital Program; and, Debt service) is budgeted to increase by $775,543 over the 2016 Revised Budget. It can be noted that non-property tax revenues historically pay for 52% of the total spending in the five tax supported funds and property taxes historically pay 48% of these expenses. For 2017, non-property tax revenues will contribute roughly only $19,444 more than was provided in the 2016 Budget, essentially a 'flatline' budget for that category of revenue. This means that the preliminary 2017 Budget relies on an increase of $756,099 in property taxes to accomplish the spending budgets set for the five tax supported funds.

*Where will the increased property taxes be spent? A*lmost all of the increase will be strategically dedicated to items that can be identified to one of the following characterizations: 1) A very small number of new initiatives; 2) Responses to commitments previously made to the Public (e.g., Parks referendum); 3) Responses compelled by federal and state requirements (ADA compliance); 4) Responses to scheduled maintenance and replacement pursuant to long-term plans (Garage Fund and IT Equipment replacement Fund long-term capital plans); 5) Responses to technological change; and, 5) Responses to matters constituting clear and present challenges to community quality of life (Emerald Ash Borer and ADA compliance). New initiatives and major changes in spending are identified in the following table,

which also includes introductory insight into the rationale for the proposed spending. Finance Director Michelle Pietrick and other City Staff can be contacted for additional details and explanation.

NEW 2017 PROPERTY TAX PAID EXPENDITURES	ITEM	RATIONALE/NOTES
$0	Second year of transition to new Community Development Department with enhanced focus on Economic Development, transfer of Housing program responsibilities to Dakota County CDA and heightened Licensing/and Code enforcement	- While no new property taxes are routed to this effort, existing budget dollars have been reallocated as the City's Budget system has been applied to the former HRA enterprise - Additional realignment of spending and revenue will be pursued in 2017, including development of additional revenue sources
$147,277	2017 payments required by five settled labor agreements	- Year 2 of three year contracts
$43,000	Addition of two part-time Community Service Officers in Police Department	- To continue enhanced Code Enforcement efforts that accompanied Community Development Department creation in 2016 - To free sworn officers from non-law enforcement tasks - To recruit minority and second language officer candidates to the Department - To assume new duties by consolidating former roles of the Park Patrol function
$81,000	Addition of full-time Public Works Department employee for Parks Maintenance	- To reduce overtime and call out expenses for overnight and weekend duties (e.g., rink flooding) - To help with increased maintenance duties at Kaposia Landing and eventually, McMorrow Fields
$88,000	Increase surcharge to various programs for maintenance/equipment replacement	- Existing surcharge was not developing sufficient resources to cover the cost of the City Garage and appropriate timing of equipment replacement
$52,500	Increase is second year of implementation of charges to various programs for maintenance/equipment	- The maintenance/equipment replacement of information technology equipment charge to departments started

	replacement of information technology equipment	in 2016. This program is slowly being implemented and will continue to have increased charges until it is fully implemented
$0	Body cameras for Police Officers	- Donations Fund will pay for these expenditures rather than property taxes
$40,000	Preparation of ADA transition plan	- Americans with Disability federal law requires provision of acceptable access and enforcement efforts seem to be activating. While the City has addressed sidewalk-street crossing issues on a case-by-case basis, there is no overall plan for this aspect and other requirements of the ACT
$50,000	Emerald Ash Borer Assessments	- The EAB is relentlessly devastating urban forests and there are no cost-effective treatments - The City planted large numbers of Ash in the wake of the Dutch Elm disease and it is extremely likely they will be lost to EAB - Preparation of tree inventory and assessment will help enable planning and better coordinated response
$70,000	New contracted services in support of various forms of technology	-City is participating with Dakota County and other public entities therein on creation of shared fiber network. New costs are associated - New phone system added in 2016. New costs associated - Enhanced Geographic Information (GIS) capabilities from third party vendor - "Airwatch" technology for Police
$14,000	50% of cost for new Streets/Park Maintenance vehicle	- New pick-up truck. Garage Fund only applies to replacements; Department cover initial purchase cost - Elimination of previous Park Patrol vehicle eliminates a hauling capability required for Streets/Maintenance purposes and forces undesirable use of private vehicles
$124,928	New equipment for Parks maintenance	- Addition of Kaposia Landing and reconstruction of McMorrow Fields authorized by local referendum - Proper maintenance requires addition

		of appropriate equipment
$15,045	Increase services cost for various IT third party providers	-Internet services -Microsoft agreement - Laserfiche – (digitized data bases)
$166,930	Increase to service charge from South Metro Fire Department	- Increased charge rate will fund addition of new Training Officer other adjustments to their organizational chart - Increased charge rate will help establish appropriate funding for capital replacement plan
$30, 000	Consultant assistance for update of City's Comprehensive Plan	- Update of Comprehensive Plan required by 2018 Update will entail extensive data collection, mapping and public process
$923,480	**Total cost of the items listed above**	

As noted above, the sum total of these new spending items in the five tax supported City Funds is $923,480, while the proposed tax levy increase for these funds is $756,099. The 'gap' in revenues was filled by use of a small amount of fund balance, reallocation of current spending items and by reductions in other areas. In many cases, this reallocation was made possible by program managers who 'held the line' on their proposed expenditures in 2017

State Aids

The preliminary 2017 budgets were prepared without much change expected for state aids, given the Legislature did not pass a tax bill. The revised State "Local Government Aid" (LGA) formula that was adopted by the 2013 Legislature and implemented in 2014 will continue without major change for the foreseeable future. The City will remain the largest recipient of LGA in the metro area ($2,404,574) with the exception of Minneapolis and St. Paul. The formula will provide an additional $6,673 in revenue. There also are no State levy limits applied to the 2017 budgets and levies.

Local property value appreciation

The estimated market value of residential property is increasing per Dakota County assessment records. The Mean Value of residential property is estimated to increase by 4.82%. Staff will provide more detail during the budget presentation.

City of South St. Paul
Dakota County, Minnesota

Resolution No. 2016-161

Resolution Certifying the Preliminary 2017 Property Tax Levy to Dakota County and Setting a date for a Public Hearing on the 2017 Tax Supported Budgets and Property Tax Levy

WHEREAS, Minnesota law requires cities to certify proposed property tax levies to the County Auditor and to adopt a preliminary 2017 Budget for property tax supported funds on or before September 30, 2015; and

WHEREAS, the City Council has thoroughly reviewed the proposed 2017 tax levies and related 2017 preliminary Budget for the property tax-supported funds;

WHEREAS, Minnesota law requires cities to hold another Public hearing after 6:00 pm between November 24th and December 28th, for the purpose of gathering additional public input before adopting the final 2017 property tax levies and related 2017 Budgets for the property tax supported funds.

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

1. That the proposed preliminary tax levy of $10,583,708 payable in 2017 be approved for certification to the County Auditor;
2. That the proposed Fiscal Year 2017 Budget (summary attached) relating to the General, Library and Doug Woog Arena, Debt Service, and Capital Program Funds with Total Revenues of $18,129,014 and Expenditures of $18,129,014 be approved;
3. That a public hearing on the 2017 budget be held on December 5, 2016 with a continuation hearing scheduled for December 19 2016, if necessary.

Adopted this 6th day of September, 2016.

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City Clerk

SPENDING AND TAXES
ALL TAX LEVY SUPPORTED FUNDS

	Revised Budget 2015	Revised Budget 2016	Prelim Budget 2017	16 TO 17 CHANGE $	16 TO 17 CHANGE %
TAXES					
General Fund	$7,291,431	$7,574,557	$8,264,216	$689,659	
Library	707,493	713,287	745,200	31,913	
Doug Woog Arena	206,534	254,061	270,561	16,500	
Capital Program	-	-	-	-	
Debt Service	1,072,606	1,285,704	1,303,731	18,027	
TOTAL	$9,278,064	$9,827,609	$10,583,708	$756,099	7.69%
SPENDING					
General Fund	$12,707,554	$13,454,278	$14,167,174	$712,896	5.30%
Library	720,000	734,547	756,900	22,353	3.04%
Doug Woog Arena	928,585	997,222	1,001,209	3,987	0.40%
Capital Program	881,720	881,720	900,000	18,280	2.07%
Debt Service	1,072,606	1,285,704	1,303,731	18,027	1.40%
TOTAL	$16,310,465	$17,353,471	$18,129,014	$775,543	4.47%

Total Tax Increase by Category:	
Operations	7.51%
Debt Service on Voter approved Referendum	0.18%
	7.69%

2017 BUDGET SUMMARY

ALL TAX LEVY SUPPORTED FUNDS

	2017						Revised		
	General	Library	Doug Woog Arena	Capital Programs	Debt	Total Budget	2016 Budget	16 TO 17 Change	
REVENUES:									
Property Tax Levy:									
Property Taxes	8,264,216	745,200	270,561	-	1,303,731	10,583,708	9,827,609	756,099	7.69%
Total Property Taxes	8,264,216	745,200	270,561	-	1,303,731	10,583,708	9,827,609	756,099	7.69%
Tax Rate off TIF parcels	245,000					245,000	280,000	(35,000)	-12.50%
Local Government Aid (LGA)	1,504,587	-	-	900,000	-	2,404,587	2,397,914	6,673	0.28%
Fees and Fines	1,632,900	8,000	-	-	-	1,640,900	1,659,570	(18,670)	-1.12%
Intergovernmental	683,928	-	-	-	-	683,928	663,422	20,506	3.09%
Charges for Services	1,475,043	1,700	730,648	-	-	2,207,391	2,159,734	47,657	2.21%
Miscellaneous	96,500	2,000	-	-	-	98,500	86,400	12,100	14.00%
Transfers In	225,000	-	-	-	-	225,000	278,822	(53,822)	-19.30%
Fund Balance-offset contingency	40,000					40,000	-	40,000	100.00%
TOTAL REVENUES	14,167,174	756,900	1,001,209	900,000	1,303,731	18,129,014	17,353,471	775,543	4.47%
APPROPRIATIONS									
General Government	1,855,682	-	-	-	-	1,855,682	1,688,583	167,099	9.90%
Public Safety	7,468,024	-	-	-	-	7,468,024	7,154,607	313,417	4.38%
Public Works	3,287,746	-	-	-	-	3,287,746	2,996,151	291,595	9.73%
Community Development	683,129	-	-	-	-	683,129	661,517	21,612	3.27%
Recreation and Library	812,593	756,900	826,313	-	-	2,395,806	2,341,695	54,111	2.31%
Contingency	40,000	-	-	-	-	40,000	138,560	(98,560)	-71.13%
Debt Service (external)	-	-	159,896	-	1,303,731	1,463,627	1,448,937	14,690	1.01%
Capital Improvements	-	-	15,000	900,000	-	915,000	903,421	11,579	1.28%
Transfers Out	20,000	-	-	-	-	20,000	20,000	-	-
TOTAL APPROPRIATIONS	14,167,174	756,900	1,001,209	900,000	1,303,731	18,129,014	17,353,471	775,543	4.47%

GENERAL FUND

SUMMARY OF REVENUE

Description	2014 ACTUAL	2015 ACTUAL	2016 ORIGINAL	2016 REVISED	2017 Request	2017 Proposed	Revised 2016 vs 2017 $	Revised 2016 vs 2017 %
PROPERTY TAXES								
Total Property Taxes	7,051,119	7,348,256	7,574,557	7,564,997	8,264,216	8,264,216	699,219	9.24%
TOTAL PROPERTY TAXES	7,051,119	7,348,256	7,574,557	7,564,997	8,264,216	8,264,216	699,219	9.24%
OTHER TAXES								
Tax Rate generated off TIF parcels	354,677	364,183	280,000	280,000	245,000	245,000	(35,000)	-12.50%
FEES AND FINES							-	
Franchise Fees	866,070	831,283	1,138,500	1,138,500	1,107,000	1,107,000	(31,500)	-2.77%
Fines and Forfeits	102,268	107,954	97,600	97,600	107,100	107,100	9,500	9.73%
License and Permits - Business	104,973	117,849	112,070	112,070	117,900	117,900	5,830	5.20%
License and Permits - Non-business	287,235	313,886	303,400	303,400	300,900	300,900	(2,500)	-0.82%
TOTAL FEES AND FINES	1,360,546	1,370,972	1,651,570	1,651,570	1,632,900	1,632,900	(18,670)	-1.13%
INTERGOVERNMENTAL REVENUE								
State Grants and Aid (includes LGA)	1,882,036	2,008,015	1,973,194	1,973,194	1,982,617	1,982,617	9,423	0.48%
County Grants and Payments	58,390	59,347	58,305	58,305	59,275	59,275	970	1.66%
Local Grants and Payments	181,256	139,647	148,117	148,117	146,623	146,623	(1,494)	-1.01%
TOTAL INTERGOVERNMENTAL	2,121,682	2,207,009	2,179,616	2,179,616	2,188,515	2,188,515	8,899	0.41%

GENERAL FUND

SUMMARY OF REVENUE

Description	2014 ACTUAL	2015 ACTUAL	2016 ORIGINAL	2016 REVISED	2017 Request	2017 Proposed	Revised 2016 vs 2017 $	Revised 2016 vs 2017 %
CHARGES FOR SERVICES								
Administration Charge (includes TIF)	391,047	466,559	444,375	444,375	464,552	464,552	20,177	4.54%
Internal Service Charge	20,657	20,657	20,657	20,657	20,657	20,657	-	0.00%
PILOT (Payment in Lieu of tax)	36,375	37,000	39,108	39,108	37,000	37,000	(2,108)	-5.39%
Administration-Construction	35,462	38,680	5,000	5,000	5,000	5,000	-	0.00%
Engineering Project Fees	217,900	192,263	180,000	180,000	190,000	190,000	10,000	5.56%
Parks and Recreation	187,855	202,199	190,700	190,700	193,800	193,800	3,100	1.63%
Rents	108,698	114,731	77,266	77,266	77,810	77,810	544	0.70%
Planning & Code Enforcement	56,201	69,734	50,500	50,500	55,500	55,500	5,000	9.90%
Public Safety	4,406	2,912	3,500	3,500	3,500	3,500	-	0.00%
Public Works - Streets	1,500	3,193	1,500	1,500	1,500	1,500	-	0.00%
Antenna and Other Charges	217,066	239,315	250,000	250,000	260,000	260,000	10,000	4.00%
Barge Terminal & Mooring Fees	146,501	152,411	155,467	155,467	158,154	158,154	2,687	1.73%
Other	16,560	15,973	6,960	6,960	7,570	7,570	610	8.76%
TOTAL CHARGES FOR SERVICE	1,440,228	1,555,627	1,425,033	1,425,033	1,475,043	1,475,043	50,010	3.51%
MISCELLANEOUS								
Interest on Investments	(29,384)	154,260	60,000	60,000	75,000	75,000	15,000	25.00%
Other	49,286	102,731	24,400	24,400	21,500	21,500	(2,900)	-11.89%
TOTAL MISCELLANEOUS	19,902	256,991	84,400	84,400	96,500	96,500	12,100	14.34%

GENERAL FUND

SUMMARY OF REVENUE

Description	2014 ACTUAL	2015 ACTUAL	2016 ORIGINAL	2016 REVISED	2017 Request	2017 Proposed	Revised 2016 vs 2017 $	Revised 2016 vs 2017 %
TRANSFERS IN								
Transfers in Storm Water Fee	40,000	40,000	40,000	40,000	40,000	40,000	-	0.00%
Transfers in Water/Sewer	100,000	100,000	100,000	100,000	100,000	100,000	-	0.00%
Transfers In Street Light Utility	20,000	20,000	20,000	20,000	20,000	20,000	-	0.00%
Transfer from HRA/EDA					65,000	65,000	65,000	100.00%
TOTAL TRANSFERS IN	160,000	160,000	160,000	160,000	225,000	225,000	65,000	40.63%
TOTAL REVENUES	12,508,154	13,263,038	13,355,176	13,345,616	14,127,174	14,127,174	781,558	5.85%
Surplus/(Deficit)	462,912	983,828	(118,822)	(108,662)	(398,983)	(40,000)		
*Use of fund balance to offset contingency								
DETAIL OF TAX LEVY								
Current and Delinquent	4,712,177	5,117,942	5,389,960	5,380,400	5,719,540	-	(5,380,400)	-100.00%
Fiscal Disparities	2,338,942	2,230,314	2,184,597	2,184,597	2,544,676	-	(2,184,597)	-100.00%
General Fund Levy	7,051,119	7,348,256	7,574,557	7,564,997	8,264,216	-	(7,564,997)	-100.00%

GENERAL FUND

SUMMARY OF EXPENDITURES

Description	2014 ACTUAL	2015 ACTUAL	2016 Original	2016 Revised	2017 Request	2017 Proposed	Revised 2016 vs 2017 $	Revised 2016 vs 2017 %
GENERAL GOVERNMENT								
Mayor and Council	109,386	109,751	109,597	109,597	126,850	126,850	17,253	15.74%
City Administration	417,176	338,548	355,578	360,875	389,613	389,613	28,738	7.96%
Human Resources	-	106,525	133,983	136,194	114,658	114,658	(21,536)	-15.81%
City Attorney	223,893	216,847	227,000	227,000	232,000	232,000	5,000	2.20%
City Clerk	175,005	160,722	120,354	130,402	126,656	123,656	(6,746)	-5.17%
Finance	440,848	411,812	457,750	449,186	510,471	465,471	16,285	3.63%
Information Technology	173,945	196,044	228,829	231,717	364,555	364,555	132,838	57.33%
Recycling	45,515	46,905	42,807	43,612	38,879	38,879	(4,733)	-10.85%
TOTAL GENERAL GOVERNMENT	**1,585,768**	**1,587,153**	**1,675,898**	**1,688,583**	**1,903,682**	**1,855,682**	**167,099**	**9.90%**
PUBLIC SAFETY								
Police Protection	4,672,985	4,804,470	4,977,276	5,049,898	5,226,724	5,195,224	145,326	2.88%
Fire Department	1,942,657	2,078,821	2,104,317	2,104,709	2,272,800	2,272,800	168,091	7.99%
TOTAL PUBLIC SAFETY	**6,615,643**	**6,883,291**	**7,081,593**	**7,154,607**	**7,499,524**	**7,468,024**	**313,417**	**4.38%**
PUBLIC WORKS								
Engineering	385,327	409,424	472,380	489,454	495,079	495,079	5,625	1.15%
Streets, Alleys and Boulevards	1,419,660	1,331,725	1,543,473	1,562,032	1,656,221	1,579,221	17,189	1.10%
Buildings	266,553	220,006	288,416	291,498	329,539	294,539	3,041	1.04%
Parks Facilities and Maintenance	577,168	611,488	646,258	653,167	964,907	918,907	265,740	40.68%
TOTAL PUBLIC WORKS	**2,648,708**	**2,572,643**	**2,950,527**	**2,996,151**	**3,445,746**	**3,287,746**	**291,595**	**9.73%**

GENERAL FUND

SUMMARY OF EXPENDITURES

Description	2014 ACTUAL	2015 ACTUAL	2016 Original	2016 Revised	2017 Request	2017 Proposed	Revised 2016 vs 2017 $	Revised 2016 vs 2017 %
COMMUNITY DEVELOPMENT								
Planning & Zoning	116,858	114,083	206,570	219,976	268,926	221,103	1,127	0.51%
Licensing & Code Enforcement	347,357	352,660	466,813	441,541	470,026	462,026	20,485	4.64%
TOTAL COMMUNITY DEVELOPMENT	**464,215**	**466,743**	**673,383**	**661,517**	**738,952**	**683,129**	**21,612**	**3.27%**
PARKS AND RECREATION								
Parks Administration	273,838	305,994	327,968	342,626	343,456	343,456	830	0.24%
Splash Pool	74,290	72,768	76,561	77,600	86,434	86,434	8,834	11.38%
Northview Pool	75,728	70,294	77,010	78,049	84,084	82,584	4,535	5.81%
Recreation Programs	174,074	181,742	182,575	184,712	187,634	183,474	(1,238)	-0.67%
Community Affairs	107,784	108,583	108,483	111,873	116,645	116,645	4,772	4.27%
TOTAL PARKS AND RECREATION	**705,714**	**739,381**	**772,597**	**794,860**	**818,253**	**812,593**	**17,733**	**2.23%**
CONTINGENCY	**-**	**-**	**300,000**	**138,560**	**100,000**	**40,000**	**(98,560)**	**-71.13%**
TRANSFERS OUT								
Transfer to Capital Project Funds	-	-	-	-	-	-	-	
Street Light	20,000	30,000	20,000	20,000	20,000	20,000	-	0.00%
Library	5,194	-	-	-	-	-	-	
TOTAL TRANSFERS OUT	**25,194**	**30,000**	**20,000**	**20,000**	**20,000**	**20,000**	**-**	**0.00%**
TOTAL EXPENDITURES	**12,045,242**	**12,279,210**	**13,473,998**	**13,454,278**	**14,526,157**	**14,167,174**	**712,896**	**5.30%**

MAYOR AND COUNCIL
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10110 - MAYOR AND COUNCIL							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	48,700	49,800	49,800	20,750	49,800	64,500	
6120 - EMPLOYER CONTR FOR RETIREMENT	5,983	6,135	6,135	2,556	6,135	6,978	
6150 - WORKERS COMPENSATION	275	375	182	134	182	182	
TOTAL PERSONNEL SERVICES	**54,958**	**56,310**	**56,117**	**23,440**	**56,117**	**71,660**	
SUPPLIES							
6245 - CLOTHING ALLOWANCE		308	450	0	450	450	
TOTAL SUPPLIES		**308**	**450**	**0**	**450**	**450**	
OTHER SERVICES AND CHARGES							
6331 - CONFERENCES, TRAINING, TRAVEL	367	5,950	6,500	1,005	6,500	7,500	
6361 - INSURANCE	22,039	20,915	20,855	11,542	20,855	20,855	
TOTAL OTHER SERVICES AND CHARGES	**30,098**	**26,865**	**27,355**	**12,547**	**27,355**	**28,355**	
MISCELLANEOUS							
6430 - MISCELLANEOUS	1,237	2,297	2,000	115	2,000	2,000	
6471 - DUES & SUBSCRIPTIONS	23,093	23,771	23,675	7,306	23,675	24,385	
6486 - MAYOR'S CONTINGENCY EXP	0	200	0	0	0		
TOTAL MISCELLANEOUS	**24,330**	**26,268**	**25,675**	**7,421**	**25,675**	**26,385**	
TOTAL EXPENDITURES	**109,386**	**109,751**	**109,597**	**43,408**	**109,597**	**126,850**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**17,253**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**15.74%**

CITY ADMINSTRATION
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10120 - CITY ADMINSTRATION							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	252,805	221,795	220,488	85,709	222,408	242,780	
6108 - ACCUMULATED VACATION/COMP LEAV	11,271	9,533	6,957	0	8,767	9,130	
6120 - EMPLOYER CONTR FOR RETIREMENT	36,886	32,145	33,935	12,877	34,365	37,479	
6130 - EMPLOYER PAID INSURANCE	30,939	25,209	23,726	17,772	23,937	27,723	
6150 - WORKERS COMPENSATION	3,034	3,920	1,813	1,362	1,813	1,813	
6170 - EMPLOYER CONTR TO HCSP	7,023	3,611	8,370	273	9,296	8,335	
TOTAL PERSONNEL SERVICES	**341,958**	**296,213**	**295,289**	**117,993**	**300,586**	**327,260**	
SUPPLIES							
6201 - OFFICE SUPPLIES	3,039	2,426	5,000	787	5,000	5,000	
6230 - BOOKS, MATERIALS & PERIODICALS	0	47	100	0	100	100	
6240 - MINOR EQUIPMENT AND FURNITURE	1,641	3,317	1,000	177	1,000	1,000	
6245 - CLOTHING ALLOWANCE						200	
TOTAL SUPPLIES	**4,680**	**5,791**	**6,100**	**964**	**6,100**	**6,300**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	15,190	20,547	20,916	19,402	20,916	21,000	
6331 - CONFERENCES, TRAINING, TRAVEL	29,347	11,588	10,350	3,304	10,350	10,350	
6341 - ADVERTISING	0	35		0			
6344 - NEWSLETTER/BROCHURE	19,274	0	17,200	8,444	17,200	18,000	
6375 - OTHER CONTRACTED SERVICES	37	832	800	2,242	800	1,200	
6388 - TECHNOLOGY EQUIP CHARGE			790		790	1,322	
6390 - POSTAGE AND TELEPHONE	2,111	1,622	1,800	585	1,800	1,800	
TOTAL OTHER SERVICES AND CHARGES	**65,959**	**34,624**	**51,856**	**33,976**	**51,856**	**53,672**	
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE			0		0		
6430 - MISCELLANEOUS	2,260	70	500	0	500	500	
6471 - DUES & SUBSCRIPTIONS	2,319	1,850	1,833	1,165	1,833	1,881	
TOTAL MISCELLANEOUS	**4,579**	**1,920**	**2,333**	**1,165**	**2,333**	**2,381**	
TOTAL EXPENDITURES	**417,176**	**338,548**	**355,578**	**154,098**	**360,875**	**389,613**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**28,738**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**7.96%**

HUMAN RESOURCES
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10125 - HUMAN RESOURCES							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG		59,827	62,677	24,359	64,095	68,472	
6108 - ACCUMULATED VACATION/COMP LEAV		2,312	1,587	0	1,622	1,732	
6120 - EMPLOYER CONTR FOR RETIREMENT		9,064	9,616	3,668	9,834	10,507	
6130 - EMPLOYER PAID INSURANCE		7,386	8,047	3,279	8,278	8,526	
6150 - WORKERS COMPENSATION			499	110	499	499	
6170 - EMPLOYER CONTR TO HCSP		493	450	171	759	1,088	
TOTAL PERSONNEL SERVICES		**79,082**	**82,876**	**31,586**	**85,087**	**90,824**	
SUPPLIES							
6201 - OFFICE SUPPLIES		1,380	1,500	0	1,500	1,500	
6240 - MINOR EQUIPMENT AND FURNITURE		500	500	0	500	500	
6245 - CLOTHING ALLOWANCE						500	
TOTAL SUPPLIES		**1,880**	**2,000**	**0**	**2,000**	**2,500**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES		3,474	6,300	924	6,300	6,300	
6331 - CONFERENCES, TRAINING, TRAVEL		3,999	8,400	1,671	8,400	8,400	
6341 - ADVERTISING		32		0			
6344 -NEWSLETTER/BROCHURE		16,161	0	0	0		
6388 - TECHNOLOGY EQUIP CHARGE			257		257	484	
6390 - POSTAGE AND TELEPHONE		449	450	154	450	450	
TOTAL OTHER SERVICES AND CHARGES		**24,114**	**15,407**	**2,748**	**15,407**	**15,634**	
MISCELLANEOUS							
6430 - MISCELLANEOUS		1,100	3,000	0	3,000	3,000	
6471 - DUES & SUBSCRIPTIONS		349	700	25	700	700	
TOTAL MISCELLANEOUS		**1,449**	**3,700**	**25**	**3,700**	**3,700**	
CAPITAL OUTLAY							
6572 - COMPUTER SOFTWARE			30,000	0	30,000	2,000	
TOTAL CAPITAL OUTLAY			**30,000**	**0**	**30,000**	**2,000**	
TOTAL EXPENDITURES		**106,525**	**133,983**	**34,359**	**136,194**	**114,658**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**(21,536)**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**-15.81%**

CITY ATTORNEY

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10130 - CITY ATTORNEY							
EXPENDITURES							
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	57,185	44,112	52,000	13,255	52,000	52,000	
6304 - PROFESSIONAL SVCS-CRIMINAL	148,708	154,736	157,000	68,305	157,000	162,000	
6306 - PROFESSIONAL SVCS - RETAINER	18,000	18,000	18,000	6,000	18,000	18,000	
TOTAL OTHER SERVICES AND CHARGES	**223,893**	**216,847**	**227,000**	**87,560**	**227,000**	**232,000**	
TOTAL EXPENDITURES	**223,893**	**216,847**	**227,000**	**87,560**	**227,000**	**232,000**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**5,000**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**2.20%**

CITY CLERK

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10140 - CITY CLERK							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	98,383	102,848	67,272	28,220	70,187	75,872	
6102 - FULL-TIME EMPLOYEES-OVERTIME	363	16	500	0	500	0	
6104 - TEMPORARY EMPLOYEES-REG	0	0	3,000	0	3,000	0	
6108 - ACCUMULATED VACATION/COMP LEAV	3,644	3,735	3,735	0	2,659	1,833	
6120 - EMPLOYER CONTR FOR RETIREMENT	14,822	15,541	10,313	4,252	10,837	11,635	
6130 - EMPLOYER PAID INSURANCE	16,844	17,384	11,695	4,972	12,321	12,790	
6150 - WORKERS COMPENSATION	927	397	828	251	828	828	
6170 - EMPLOYER CONTR TO HCSP	1,149	2,304	1,887	253	1,946	2,055	
TOTAL PERSONNEL SERVICES	**136,131**	**142,225**	**99,230**	**37,949**	**102,278**	**105,013**	
SUPPLIES							
6201 - OFFICE SUPPLIES	2,088	789	520	301	520	500	
6210 - OPERATING SUPPLIES	4,063	2,366	1,400	220	1,400	1,000	
6240 - MINOR EQUIPMENT AND FURNITURE	0	4,011	160	0	160	500	
TOTAL SUPPLIES	**6,151**	**7,166**	**2,080**	**521**	**2,080**	**2,000**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	6,678	5,711	1,000	950	8,000	6,500	
6331 - CONFERENCES, TRAINING, TRAVEL	479	454	1,250	60	1,250	4,250	
6341 - ADVERTISING	929	650	1,000	211	1,000	1,000	
6371 - REPAIRS & MAINT CONTRACTUAL	1,625	0	0	0	0	3,000	
6375 - OTHER CONTRACTED SERVICES	1,680	2,055	12,000	1,695	12,000	0	
6381 - OTHER RENTALS	2,350	0	2,000	0	2,000	0	
6388 - TECHNOLOGY EQUIP CHARGE			474		474	737	
6390 - POSTAGE AND TELEPHONE	2,986	2,383	1,120	1,903	1,120	900	
TOTAL OTHER SERVICES AND CHARGES	**16,727**	**11,253**	**18,844**	**4,819**	**25,844**	**16,387**	

CITY CLERK

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE		8		50		0	
6430 - MISCELLANEOUS	0	0		0		56	
6471 - DUES & SUBSCRIPTIONS	70	70	200	70	200	200	
TOTAL MISCELLANEOUS	**70**	**78**	**200**	**120**	**200**	**256**	
TOTAL EXPENDITURES	**159,079**	**160,722**	**120,354**	**43,409**	**130,402**	**123,656**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**(6,746)**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**-5.17%**

FINANCE

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10150 - FINANCE							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	229,806	223,698	244,887	72,197	237,872	251,225	
6102 - FULL-TIME EMPLOYEES-OVERTIME	1,704	317		18			
6104 - TEMPORARY EMPLOYEES-REG			3,000		3,000	3,000	
6108 - ACCUMULATED VACATION/COMP LEAV	16,430	11,598	6,047	0	6,183	6,515	
6112 - SERVICE RECOGNITION	4,680	0		0			
6120 - EMPLOYER CONTR FOR RETIREMENT	36,139	34,766	37,563	10,940	36,510	38,459	
6130 - EMPLOYER PAID INSURANCE	37,016	35,952	36,059	11,093	35,711	36,538	
6150 - WORKERS COMPENSATION	1,835	1,427	1,944	784	1,944	1,944	
6170 - EMPLOYER CONTR TO HCSP	8,204	6,956	7,245	598	6,961	7,336	
TOTAL PERSONNEL SERVICES	**335,815**	**314,714**	**336,745**	**95,631**	**328,181**	**345,017**	
SUPPLIES							
6201 - OFFICE SUPPLIES	4,718	3,743	4,100	706	4,100	4,400	
6210 - OPERATING SUPPLIES	168	0		238			
6240 - MINOR EQUIPMENT AND FURNITURE	119	1,510	0	0	0	0	
TOTAL SUPPLIES	**5,006**	**5,253**	**4,100**	**944**	**4,100**	**4,900**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	15,331	11,020	8,000	9,357	8,000	9,300	
6331 - CONFERENCES, TRAINING, TRAVEL	3,609	5,807	6,905	2,509	6,905	6,905	
6341 - ADVERTISING	606	676	700	66	700	700	
6371 - REPAIRS & MAINT CONTRACTUAL	2,248	2,639	2,640	1,100	2,640	2,640	
6375 - OTHER CONTRACTED SERVICES	66,786	61,759	87,315	27,828	87,315	84,764	
6388 - TECHNOLOGY EQUIP CHARGE			1,095		1,095	1,495	
6390 - POSTAGE AND TELEPHONE	4,257	3,757	3,900	1,770	3,900	3,900	
TOTAL OTHER SERVICES AND CHARGES	**92,837**	**85,657**	**110,555**	**42,629**	**110,555**	**109,704**	
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE	201	319	50	24	50	50	
6430 - MISCELLANEOUS	5,216	5,374	5,700	4,849	5,700	5,700	
6471 - DUES & SUBSCRIPTIONS	495	495	600	495	600	600	
TOTAL MISCELLANEOUS	**5,912**	**6,188**	**6,350**	**5,368**	**6,350**	**6,350**	
CAPITAL OUTLAY							
6580 - OTHER EQUIPMENT	1,278	0	0	0	0		
TOTAL CAPITAL OUTLAY	**1,278**	**0**	**0**	**0**	**0**		
TOTAL EXPENDITURES	**440,848**	**411,812**	**457,750**	**144,572**	**449,186**	**465,971**	

FINANCE

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
CHANGE 2016 REVISED TO 2017 PROPOSED							16,785
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							3.74%

INFORMATION TECHNOLOGY
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10160 - INFORMATION TECHNOLOGY							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	77,838	84,985	88,365	33,624	87,494	93,473	
6108 - ACCUMULATED VACATION/COMP LEAV	2,670	2,791	905	0	3,729	954	
6120 - EMPLOYER CONTR FOR RETIREMENT	11,618	12,878	12,621	5,092	13,541	14,235	
6130 - EMPLOYER PAID INSURANCE	12,790	12,819	12,261	5,262	12,828	13,383	
6150 - WORKERS COMPENSATION			1,145	252	1,145	1,145	
6170 - EMPLOYER CONTR TO HCSP	1,686	1,873	3,157	262	2,605	3,378	
TOTAL PERSONNEL SERVICES	**106,603**	**115,346**	**118,454**	**44,491**	**121,342**	**126,568**	
SUPPLIES							
6210 - OPERATING SUPPLIES	500	2,538	3,600	1,034	3,600	3,600	
6220 - REPAIR & MAINTENANCE SUPPLIES	5,614	1,732	5,000	46	5,000	5,000	
6240 - MINOR EQUIPMENT AND FURNITURE	2,104	9,229	4,000	3,287	4,000	4,000	
6245 - CLOTHING ALLOWANCE	45	45	30	0	30	30	
TOTAL SUPPLIES	**8,263**	**13,544**	**12,630**	**4,368**	**12,630**	**12,630**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	4,564	5,237	16,000	1,533	16,000	25,000	
6331 - CONFERENCES, TRAINING, TRAVEL	0	310	2,000	41	2,000	2,000	
6375 - OTHER CONTRACTED SERVICES	49,000	55,265	65,000	62,145	65,000	141,000	
6378 - COPIER MAINTENANCE AGREEMENT	4,402	5,229	3,000	1,194	3,000	3,000	
6388 - TECHNOLOGY EQUIP CHARGE			10,690		10,690	53,302	
6390 - POSTAGE AND TELEPHONE	1,113	1,112	1,055	354	1,055	1,055	
TOTAL OTHER SERVICES AND CHARGES	**59,079**	**67,153**	**97,745**	**65,267**	**97,745**	**225,357**	
TOTAL EXPENDITURES	**173,945**	**196,044**	**228,829**	**114,126**	**231,717**	**364,555**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**132,838**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**57.33%**

RECYCLING PROGRAM

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10170 - RECYCLING PROGRAM							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	16,725	17,145	10,660	4,437	11,239	0	
6104 - TEMPORARY EMPLOYEES-REG	6,857	8,210	9,000	1,408	9,000	9,000	
6108 - ACCUMULATED VACATION/COMP LEAV	969	993	394	0	419	0	
6120 - EMPLOYER CONTR FOR RETIREMENT	3,065	3,221	2,334	775	2,424	689	
6130 - EMPLOYER PAID INSURANCE	2,255	2,197	1,601	647	1,700	0	
6150 - WORKERS COMPENSATION			140	31	140	140	
6170 - EMPLOYER CONTR TO HCSP	126	336	313	34	325	0	
TOTAL PERSONNEL SERVICES	**29,997**	**32,102**	**24,442**	**7,332**	**25,247**	**9,829**	
SUPPLIES							
6201 - OFFICE SUPPLIES	756	535	1,000	579	1,000	1,000	
6210 - OPERATING SUPPLIES	19	0		0			
6220 - REPAIR & MAINTENANCE SUPPLIES		90		0			
TOTAL SUPPLIES	**776**	**625**	**1,000**	**579**	**1,000**	**1,000**	
OTHER SERVICES AND CHARGES							
6331 - CONFERENCES, TRAINING, TRAVEL	290	131	500	0	500	500	
6342 - PRINTING AND BINDING	296	999	1,000	0	1,000	1,000	
6375 - OTHER CONTRACTED SERVICES	1,019	850	1,000	300	1,000	12,000	
6379 - CONT SERV/REFUSE & SANITATION	900	563	900	15	900	900	
6388 - TECHNOLOGY EQUIP CHARGE			126		126		
6390 - POSTAGE AND TELEPHONE	190	187	189	32	189		
6391 - CLEAN UP DAY	10,467	10,705	11,000	246	11,000	11,000	
TOTAL OTHER SERVICES AND CHARGES	**13,160**	**13,436**	**14,715**	**592**	**14,715**	**25,400**	

RECYCLING PROGRAM

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6430 - MISCELLANEOUS	200	0	0	0	0	0	
6440 - RECYCLING EDUCATION	1,382	492	2,500	48	2,500	2,500	
6471 - DUES & SUBSCRIPTIONS		250	150	250	150	150	
TOTAL MISCELLANEOUS	**1,582**	**742**	**2,650**	**298**	**2,650**	**2,650**	
TOTAL EXPENDITURES	**45,515**	**46,905**	**42,807**	**8,802**	**43,612**	**38,879**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**(4,733)**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**-10.85%**

POLICE PROTECTION
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10210 - POLICE PROTECTION							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	2,280,391	2,340,109	2,444,991	956,364	2,486,633	2,527,153	
6102 - FULL-TIME EMPLOYEES-OVERTIME	125,265	129,452	100,000	18,038	100,000	105,000	
6108 - ACCUMULATED VACATION/COMP LEAV	163,950	167,847	169,266	6,430	172,639	178,211	
6112 - SERVICE RECOGNITION	6,400	1,350	10,000	2,000	10,000	0	
6120 - EMPLOYER CONTR FOR RETIREMENT	413,777	429,749	410,020	169,225	435,874	448,320	
6130 - EMPLOYER PAID INSURANCE	317,654	327,462	328,133	128,652	338,436	352,004	
6135 - RETIREE PAID INSURANCE	101,877	108,182	108,028	47,304	113,530	121,237	
6150 - WORKERS COMPENSATION	102,744	96,032	106,057	46,233	106,057	106,057	
6151 - WORKERS COMP DEDUCTIBLE	4,935	6,124	5,000	581	5,000	5,000	
6170 - EMPLOYER CONTR TO HCSP	46,966	47,669	71,571	4,398	57,519	76,326	
TOTAL PERSONNEL SERVICES	**3,563,959**	**3,653,976**	**3,753,066**	**1,379,225**	**3,825,688**	**3,919,308**	
SUPPLIES							
6201 - OFFICE SUPPLIES	6,161	6,051	6,100	458	6,100	6,100	
6210 - OPERATING SUPPLIES	36,649	29,374	29,350	13,548	29,350	29,900	
6220 - REPAIR & MAINTENANCE SUPPLIES	1,763	1,773	2,375	1,579	2,375	2,275	
6240 - MINOR EQUIPMENT AND FURNITURE	7,868	22,151	7,500	46	7,500	7,500	
6245 - CLOTHING ALLOWANCE	23,005	21,204	26,000	10,448	26,000	26,000	
TOTAL SUPPLIES	**75,446**	**80,552**	**71,325**	**26,078**	**71,325**	**71,775**	

POLICE PROTECTION

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	4,196	9,329	21,550	1,140	21,550	17,100	
6305 - DISPATCH SERVICES	493,256	513,986	527,123	263,561	527,123	529,190	
6331 - CONFERENCES, TRAINING, TRAVEL	46,031	41,245	40,000	11,310	40,000	45,000	
6341 - ADVERTISING	0	345	600	0	600	600	
6342 - PRINTING AND BINDING	0	0	300	13	300	300	
6361 - INSURANCE	55,913	53,062	52,910	29,283	52,910	52,910	
6365 - INS CLAIMS WITHIN DEDUCTIBLE	500	2,000	2,500	1,500	2,500	2,500	
6371 - REPAIRS & MAINT CONTRACTUAL	19,321	30,967	34,440	12,431	34,440	34,000	
6375 - OTHER CONTRACTED SERVICES	51,990	87,177	97,087	27,135	97,087	102,570	
6378 - COPIER MAINTENANCE AGREEMENT	3,793	3,333	3,600	1,525	3,600	4,800	
6380 - CENTRAL GARAGE MAINT. CHARGE	169,595	169,595	195,035	81,265	195,035	224,290	
6382 - CENTRAL GARAGE EQUIP. CHARGE	90,729	95,265	100,029	41,680	100,029	105,030	
6385 - UTILITY SERVICE	687	638	650	217	650	650	
6388 - TECHNOLOGY EQUIP CHARGE			1,000		1,000	5,061	
6390 - POSTAGE AND TELEPHONE	46,723	23,949	29,560	8,707	29,560	29,600	
TOTAL OTHER SERVICES AND CHARGES	**982,734**	**1,030,892**	**1,106,384**	**479,767**	**1,106,384**	**1,153,601**	
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE							
6430 - MISCELLANEOUS	30,979	31,865	31,081	19,307	31,081	30,550	
6471 - DUES & SUBSCRIPTIONS	2,396	4,343	3,420	1,570	3,420	3,490	
TOTAL MISCELLANEOUS	**33,375**	**36,208**	**34,501**	**20,877**	**34,501**	**34,040**	
CAPITAL OUTLAY							
6571 - COMPUTER HARDWARE						0	
6580 - OTHER EQUIPMENT	16,749	2,843	12,000	43	12,000	16,500	
TOTAL CAPITAL OUTLAY	**16,749**	**2,843**	**12,000**	**43**	**12,000**	**16,500**	
TOTAL DEBT SERVICE							
TOTAL TRANSFERS OUT							
TOTAL EXPENDITURES	**4,672,263**	**4,804,470**	**4,977,276**	**1,905,990**	**5,049,898**	**5,195,224**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**145,326**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**2.88%**

SUMMARY OF EXPENDITURES

FIRE PROTECTION

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10220 - FIRE PROTECTION							
EXPENDITURES							
PERSONNEL SERVICES							
6135 - RETIREE PAID INSURANCE	37,171	38,286	38,288	16,116	38,680	39,841	
TOTAL PERSONNEL SERVICES	**37,171**	**38,286**	**38,288**	**16,116**	**38,680**	**39,841**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	1,849,300	2,023,635	2,046,594	1,011,389	2,046,594	2,210,609	
6380 - CENTRAL GARAGE MAINT. CHARGE	16,900	16,900	19,435	8,100	19,435	22,350	
6382 - CENTRAL GARAGE EQUIP. CHARGE	39,286	0	0	0	0		
TOTAL OTHER SERVICES AND CHARGES	**1,905,486**	**2,040,535**	**2,066,029**	**1,019,489**	**2,066,029**	**2,232,959**	
TOTAL EXPENDITURES	**1,942,657**	**2,078,821**	**2,104,317**	**1,035,605**	**2,104,709**	**2,272,800**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**168,091**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**7.99%**

Note: Debt payment on the 2010 Fire Engines is recorded in the Debt Levy Sheet

ENGINEERING
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10315 - ENGINEERING							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	198,809	216,005	303,121	115,109	301,849	275,442	
6102 - FULL-TIME EMPLOYEES-OVERTIME	274	5,725	5,000	1,310	5,000	6,000	
6104 - TEMPORARY EMPLOYEES-REG	12,376	8,203	8,500	520	8,500	8,500	
6105 - TEMPORARY EMPLOYEES-OVERTIME	83	439		0		500	
6108 - ACCUMULATED VACATION/COMP LEAV	3,969	4,253	3,188	0	10,797	473	
6112 - SERVICE RECOGNITION	0	1,500	3,605	0	4,300	0	
6120 - EMPLOYER CONTR FOR RETIREMENT	30,607	33,981	47,810	17,002	47,857	42,416	
6130 - EMPLOYER PAID INSURANCE	31,752	28,702	47,844	17,522	56,967	49,152	
6135 - RETIREE PAID INSURANCE	9,834	5,705	0	0	0	13,287	
6150 - WORKERS COMPENSATION	3,024	2,976	2,217	1,231	2,217	2,217	
6170 - EMPLOYER CONTR TO HCSP	3,765	4,575	6,725	813	7,597	6,003	
TOTAL PERSONNEL SERVICES	**294,494**	**312,544**	**428,010**	**153,506**	**445,084**	**403,990**	
SUPPLIES							
6201 - OFFICE SUPPLIES	2,004	2,224	2,500	721	2,500	2,500	
6210 - OPERATING SUPPLIES	1,005	2,061	2,000	210	2,000	2,700	
6230 - BOOKS, MATERIALS & PERIODICALS						350	
6240 - MINOR EQUIPMENT AND FURNITURE	525	0	1,000	283	1,000	1,000	
6245 - CLOTHING ALLOWANCE	132	168		120		400	
TOTAL SUPPLIES	**3,665**	**4,453**	**5,500**	**1,334**	**5,500**	**6,950**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	60,615	69,702	10,000	2,760	10,000	50,000	
6331 - CONFERENCES, TRAINING, TRAVEL	5,265	1,485	5,500	563	5,500	6,800	
6371 - REPAIRS & MAINT CONTRACTUAL	3,390	1,395	3,500	6,810	3,500	3,500	
6378 - COPIER MAINTENANCE AGREEMENT	1,277	1,396		423		1,500	
6380 - CENTRAL GARAGE MAINT. CHARGE	7,350	7,350	8,453	3,525	8,453	9,721	
6382 - CENTRAL GARAGE EQUIP. CHARGE	5,966	6,264	6,577	2,745	6,577	6,906	
6388 - TECHNOLOGY EQUIP CHARGE			240		240	740	
6390 - POSTAGE AND TELEPHONE	2,843	4,206	4,000	1,795	4,000	4,000	
TOTAL OTHER SERVICES AND CHARGES	**86,707**	**91,798**	**38,270**	**18,620**	**38,270**	**83,167**	

ENGINEERING

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE		135		151		150	
6430 - MISCELLANEOUS	0	0		0		222	
6471 - DUES & SUBSCRIPTIONS	461	494	600	252	600	600	
TOTAL MISCELLANEOUS	**461**	**629**	**600**	**403**	**600**	**972**	
TOTAL EXPENDITURES	**385,327**	**409,424**	**472,380**	**173,863**	**489,454**	**495,079**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**5,625**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**1.15%**

STREETS, ALLEYS, AND BOULEVARDS
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10320 - PUBLIC WORKS							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	428,731	449,008	471,619	182,853	484,267	487,445	
6102 - FULL-TIME EMPLOYEES-OVERTIME	37,304	34,748	30,000	16,482	30,000	30,000	
6104 - TEMPORARY EMPLOYEES-REG	2,620	6,389	8,500	420	8,500	8,500	
6108 - ACCUMULATED VACATION/COMP LEAV	2,293	4,231	1,187	0	1,948	1,297	
6112 - SERVICE RECOGNITION		7,987	0	0	0	0	
6120 - EMPLOYER CONTR FOR RETIREMENT	68,258	72,908	72,191	29,739	74,164	73,947	
6130 - EMPLOYER PAID INSURANCE	82,169	82,646	84,703	34,628	87,734	90,771	
6135 - RETIREE PAID INSURANCE	9,670	14,018	9,779	7,297	9,779	9,779	
6140 - UNEMPLOYMENT COMP INS.	751	0		0		0	
6150 - WORKERS COMPENSATION	42,458	30,438	35,437	15,395	35,437	35,437	
6151 - WORKERS COMP DEDUCTIBLE	8,681	7,096	7,800	1,059	7,800	7,000	
6170 - EMPLOYER CONTR TO HCSP	7,832	8,358	10,290	1,786	10,436	10,643	
TOTAL PERSONNEL SERVICES	**690,766**	**717,828**	**731,506**	**289,659**	**750,065**	**754,819**	
SUPPLIES							
6210 - OPERATING SUPPLIES	2,022	2,083	2,600	961	2,600	2,600	
6220 - REPAIR & MAINTENANCE SUPPLIES	45,590	44,171	71,000	25,972	71,000	63,130	
6221 - SEAL COATING & TREE MAIN	104,989	98,454	135,000	17,303	135,000	110,000	
6225 - ROAD SALT	119,254	107,903	110,950	87,320	110,950	110,950	
6240 - MINOR EQUIPMENT AND FURNITURE	0	897	4,000	0	4,000	2,000	
6245 - CLOTHING ALLOWANCE	3,951	3,647	5,000	1,272	5,000	5,000	
TOTAL SUPPLIES	**275,806**	**179,169**	**328,550**	**132,828**	**328,550**	**293,680**	

STREETS, ALLEYS, AND BOULEVARDS
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	790	720	1,000	135	1,000	16,000	
6331 - CONFERENCES, TRAINING, TRAVEL	1,570	1,641	1,300	896	1,300	1,300	
6361 - INSURANCE	28,209	26,771	26,694	14,774	26,694	26,694	
6365 - INS CLAIMS WITHIN DEDUCTIBLE	4,500	1,000	0	0	0		
6371 - REPAIRS & MAINT CONTRACTUAL	34,896	27,850	37,500	14,324	37,500	40,000	
6378 - COPIER MAINTENANCE AGREEMENT	239	228		65			
6379 - CONT SERV/REFUSE & SANITATION	2,397	2,693	3,000	1,027	3,000	3,000	
6380 - CENTRAL GARAGE MAINT. CHARGE	144,950	144,950	166,693	69,460	166,693	191,697	
6382 - CENTRAL GARAGE EQUIP. CHARGE	193,724	203,410	213,580	88,995	213,580	224,259	
6385 - UTILITY SERVICE	20,307	22,878	30,000	3,047	30,000	30,600	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	1,522	
6390 - POSTAGE AND TELEPHONE	1,593	1,836	3,000	1,423	3,000	3,000	
TOTAL OTHER SERVICES AND CHARGES	**433,174**	**433,978**	**482,767**	**194,144**	**482,767**	**538,072**	
MISCELLANEOUS							
6471 - DUES & SUBSCRIPTIONS	855	750	650	0	650	650	
TOTAL MISCELLANEOUS	**855**	**750**	**650**	**0**	**650**	**650**	
CAPITAL OUTLAY							
6530 - IMPR OTHER THAN BUILDING	17,577	0	0	0	0		
6572 - COMPUTER SOFTWARE	1,482	0		0			
6580 - OTHER EQUIPMENT	0	0	0	0	0	7,000	
TOTAL CAPITAL OUTLAY	**19,059**	**0**	**0**	**0**	**0**	**7,000**	
TOTAL EXPENDITURES	**1,419,660**	**1,331,725**	**1,543,473**	**616,631**	**1,562,032**	**1,594,221**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**32,189**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**2.06%**

BUILDINGS
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10330 - BUILDINGS							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	61,614	63,276	65,865	26,237	67,604	69,305	
6102 - FULL-TIME EMPLOYEES-OVERTIME	1,449	488	0	558	0	1,500	
6104 - TEMPORARY EMPLOYEES-REG	5,684	4,914	7,500	420	7,500	7,500	
6108 - ACCUMULATED VACATION/COMP LEAV	283	290	72	0	74	76	
6112 - SERVICE RECOGNITION		754	0	0	0	0	
6120 - EMPLOYER CONTR FOR RETIREMENT	10,052	10,224	10,559	4,021	10,822	11,079	
6130 - EMPLOYER PAID INSURANCE	11,115	11,348	11,810	5,118	12,848	13,229	
6150 - WORKERS COMPENSATION	4,137	3,159	3,400	1,484	3,400	3,400	
6151 - WORKERS COMP DEDUCTIBLE	800	0		0		0	
6170 - EMPLOYER CONTR TO HCSP	1,869	2,087	2,180	250	2,220	2,260	
TOTAL PERSONNEL SERVICES	**97,003**	**96,541**	**101,386**	**38,088**	**104,468**	**108,349**	
SUPPLIES							
6201 - OFFICE SUPPLIES	0	0		0			
6210 - OPERATING SUPPLIES	6,335	6,892	6,700	2,127	6,700	7,000	
6220 - REPAIR & MAINTENANCE SUPPLIES	5,949	6,062	6,200	1,197	6,200	6,700	
6240 - MINOR EQUIPMENT AND FURNITURE	989	215	3,000	0	3,000	3,000	
6245 - CLOTHING ALLOWANCE	513	255	400	0	400	475	
TOTAL SUPPLIES	**13,786**	**13,424**	**16,300**	**3,324**	**16,300**	**17,175**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	0	0	0	0	0	10,000	
6361 - INSURANCE	9,639	9,147	9,121	5,048	9,121	9,121	
6371 - REPAIRS & MAINT CONTRACTUAL	43,591	49,185	53,180	20,501	53,180	58,180	
6375 - OTHER CONTRACTED SERVICES				4,703			
6379 - CONT SERV/REFUSE & SANITATION	1,805	1,558	1,800	607	1,800	2,000	
6385 - UTILITY SERVICE	66,752	26,410	80,000	8,738	80,000	81,600	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	185	
6390 - POSTAGE AND TELEPHONE	22,255	20,284	21,629	6,448	21,629	7,929	
TOTAL OTHER SERVICES AND CHARGES	**144,042**	**106,585**	**165,730**	**46,045**	**165,730**	**169,015**	

BUILDINGS

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6430 - MISCELLANEOUS			5,000	3,884	5,000	0	
TOTAL MISCELLANEOUS	**0**	**0**	**5,000**	**3,884**	**5,000**	**0**	
CAPITAL OUTLAY							
6560 - BUILDING FIXTURES AND IMPRS	1,076	0		0			
6580 - OTHER EQUIPMENT	10,645	3,457	0	0	0	0	
TOTAL CAPITAL OUTLAY	**11,721**	**3,457**	**0**	**0**	**0**	**0**	
TOTAL EXPENDITURES	**266,553**	**220,006**	**288,416**	**91,340**	**291,498**	**294,539**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**3,041**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**1.04%**

PARKS FACILITIES AND MTNCE
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10340 - PARKS FACILITIES AND MTNCE							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	203,045	214,989	221,403	86,362	227,402	307,030	
6102 - FULL-TIME EMPLOYEES-OVERTIME	9,297	9,299	7,000	3,335	7,000	18,000	
6104 - TEMPORARY EMPLOYEES-REG	34,827	41,502	48,280	2,543	48,280	50,000	
6120 - EMPLOYER CONTR FOR RETIREMENT	34,422	37,271	38,088	13,736	38,145	39,583	
6130 - EMPLOYER PAID INSURANCE	40,504	42,127	42,443	17,448	43,354	44,310	
6135 - RETIREE PAID INSURANCE	9,725	3,260	0	0	0	0	
6140 - UNEMPLOYMENT COMP INS.	454	0		0		0	
6150 - WORKERS COMPENSATION	10,672	9,419	14,205	5,476	14,205	14,205	
6151 - WORKERS COMP DEDUCTIBLE	2,363	0		0		0	
6170 - EMPLOYER CONTR TO HCSP	2,986	3,316	4,890	911	4,832	4,958	
TOTAL PERSONNEL SERVICES	**348,294**	**361,183**	**376,309**	**129,810**	**383,218**	**478,086**	
SUPPLIES							
6210 - OPERATING SUPPLIES	174	0		0		0	
6220 - REPAIR & MAINTENANCE SUPPLIES	28,818	53,412	38,600	19,955	38,600	40,000	
6221 - SEAL COATING & TREE MAIN	0	0	3,000	0	3,000	3,000	
6240 - MINOR EQUIPMENT AND FURNITURE	1,083	3,745	6,000	719	6,000	6,500	
6245 - CLOTHING ALLOWANCE	2,391	2,357	2,000	669	2,000	2,950	
TOTAL SUPPLIES	**32,466**	**59,515**	**49,600**	**21,343**	**49,600**	**52,450**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	0	0		38		15,000	
6331 - CONFERENCES, TRAINING, TRAVEL	525	460	1,000	1,159	1,000	1,000	
6361 - INSURANCE	22,900	21,732	21,670	11,993	21,670	21,670	
6371 - REPAIRS & MAINT CONTRACTUAL	30,859	32,286	50,853	22,973	50,853	60,000	
6379 - CONT SERV/REFUSE & SANITATION	18,818	20,749	16,500	4,088	16,500	17,000	
6380 - CENTRAL GARAGE MAINT. CHARGE	44,397	44,397	51,057	21,275	51,057	58,716	
6382 - CENTRAL GARAGE EQUIP. CHARGE	57,478	60,352	63,369	26,405	63,369	66,537	
6385 - UTILITY SERVICE	12,491	9,908	14,500	6,595	14,500	15,500	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	767	
6390 - POSTAGE AND TELEPHONE	902	907	1,400	1,095	1,400	1,400	
TOTAL OTHER SERVICES AND CHARGES	**188,370**	**190,791**	**220,349**	**95,621**	**220,349**	**257,590**	

PARKS FACILITIES AND MTNCE
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
CAPITAL OUTLAY							
6580 - OTHER EQUIPMENT			0		0	115,781	
TOTAL CAPITAL OUTLAY	**8,037**	**0**	**0**	**0**	**0**	**115,781**	
TOTAL EXPENDITURES	**577,168**	**611,488**	**646,258**	**246,774**	**653,167**	**903,907**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**250,740**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**38.39%**

PLANNING & ZONING

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10410 - PLANNING & ZONING							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	79,927	81,962	138,992	56,244	145,512	130,844	
6108 - ACCUMULATED VACATION/COMP LEAV	2,298	2,355	2,205	0	2,188	2,338	
6112 - SERVICE RECOGNITION		1,500		0			
6120 - EMPLOYER CONTR FOR RETIREMENT	11,575	12,085	21,226	8,148	22,213	20,002	
6130 - EMPLOYER PAID INSURANCE	10,805	10,811	20,428	9,338	26,277	15,616	
6150 - WORKERS COMPENSATION			664	146	664	664	
6170 - EMPLOYER CONTR TO HCSP	1,234	967	4,285	453	4,352	3,919	
TOTAL PERSONNEL SERVICES	**105,839**	**109,680**	**187,800**	**74,328**	**201,206**	**173,383**	
SUPPLIES							
6201 - OFFICE SUPPLIES	445	937	500	169	500	1,020	
6240 - MINOR EQUIPMENT AND FURNITURE			100		100	400	
TOTAL SUPPLIES	**445**	**937**	**600**	**169**	**600**	**1,420**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	4,491	46	10,000	0	10,000	40,000	
6331 - CONFERENCES, TRAINING, TRAVEL	2,735	901	5,620	420	5,620	2,500	
6341 - ADVERTISING	611	720	1,000	191	1,000	1,000	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	250	
6390 - POSTAGE AND TELEPHONE	2,272	1,333	1,000	335	1,000	1,800	
TOTAL OTHER SERVICES AND CHARGES	**10,109**	**3,000**	**17,620**	**945**	**17,620**	**45,550**	
MISCELLANEOUS							
6471 - DUES & SUBSCRIPTIONS	465	465	550	0	550	750	
TOTAL MISCELLANEOUS	**465**	**465**	**550**	**9**	**550**	**750**	
TOTAL EXPENDITURES	**116,858**	**114,083**	**206,570**	**75,451**	**219,976**	**221,103**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**1,127**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**0.51%**

LICENSING & CODE ENFORCEMENT
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10420 - LICENSING & CODE ENFORCEMENT							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	139,832	143,305	210,640	75,637	189,954	211,282	
6102 - FULL-TIME EMPLOYEES-OVERTIME	200	345	500	87	500	500	
6104 - TEMPORARY EMPLOYEES-REG			8,000	1,960	8,000	0	
6108 - ACCUMULATED VACATION/COMP LEAV			1,970		2,095	2,750	
6120 - EMPLOYER CONTR FOR RETIREMENT	20,806	21,629	32,674	11,449	29,550	32,831	
6130 - EMPLOYER PAID INSURANCE	23,937	24,167	34,584	13,030	33,642	36,403	
6135 - RETIREE PAID INSURANCE	9,779	9,779	4,890	4,075	4,890	0	
6150 - WORKERS COMPENSATION	2,198	2,897	1,126	972	1,126	1,126	
6170 - EMPLOYER CONTR TO HCSP	4,769	2,271	5,028	623	4,383	4,890	
TOTAL PERSONNEL SERVICES	**201,522**	**204,393**	**299,412**	**107,832**	**274,140**	**289,782**	
SUPPLIES							
6201 - OFFICE SUPPLIES	995	1,629	2,280	2,073	2,280	3,000	
6210 - OPERATING SUPPLIES	381	441	2,200	146	2,200	3,000	
6230 - BOOKS, MATERIALS & PERIODICALS			100	157	100	300	
6240 - MINOR EQUIPMENT AND FURNITURE	3,958	0	240	0	240	0	
6245 - CLOTHING ALLOWANCE	185	0		0		650	
TOTAL SUPPLIES	**5,518**	**2,070**	**4,820**	**2,375**	**4,820**	**6,950**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	72,970	97,243	101,500	22,467	101,500	106,200	
6331 - CONFERENCES, TRAINING, TRAVEL	473	414	2,000	49	2,000	2,500	
6371 - REPAIRS & MAINT CONTRACTUAL	6,524	9,160	15,000	238	15,000	10,000	
6375 - OTHER CONTRACTED SERVICES	24,227	25,824	28,131	10,063	28,131	28,131	
6380 - CENTRAL GARAGE MAINT. CHARGE	6,927	6,927	7,966	3,320	7,966	9,161	
6382 - CENTRAL GARAGE EQUIP. CHARGE	4,249	4,461	4,684	1,955	4,684	4,918	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	362	
6390 - POSTAGE AND TELEPHONE	1,934	1,786	3,000	938	3,000	3,500	
TOTAL OTHER SERVICES AND CHARGES	**117,304**	**145,815**	**162,281**	**39,030**	**162,281**	**164,772**	
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE		256		859			
6430 - MISCELLANEOUS	0	0		0		222	
6471 - DUES & SUBSCRIPTIONS	360	125	300	460	300	300	
TOTAL MISCELLANEOUS	**360**	**381**	**300**	**1,319**	**300**	**522**	
TOTAL EXPENDITURES	**324,704**	**352,660**	**466,813**	**150,556**	**441,541**	**462,026**	

LICENSING & CODE ENFORCEMENT
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
CHANGE 2016 REVISED TO 2017 PROPOSED							20,485
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							4.64%

PARKS ADMINISTRATION
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10520 - PARKS ADMINISTRATION							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	123,711	114,222	160,086	56,507	144,539	151,738	
6102 - FULL-TIME EMPLOYEES-OVERTIME	535	317		0			
6104 - TEMPORARY EMPLOYEES-REG	1,158	6,596		0			
6108 - ACCUMULATED VACATION/COMP LEAV	3,145	9,977	2,230	0	2,276	2,341	
6112 - SERVICE RECOGNITION	3,669	10,580		0			
6120 - EMPLOYER CONTR FOR RETIREMENT	18,389	19,773	18,776	8,382	22,072	23,167	
6130 - EMPLOYER PAID INSURANCE	5,966	14,877	13,907	10,703	27,151	27,905	
6150 - WORKERS COMPENSATION	4,840	9,448	1,207	2,628	1,207	1,207	
6151 - WORKERS COMP DEDUCTIBLE	253	0		1,126			
6170 - EMPLOYER CONTR TO HCSP	2,404	2,630	3,457	526	3,754	2,305	
TOTAL PERSONNEL SERVICES	**164,071**	**188,418**	**199,663**	**79,870**	**200,999**	**208,663**	
SUPPLIES							
6201 - OFFICE SUPPLIES	1,026	2,148	1,500	915	1,500	1,500	
6210 - OPERATING SUPPLIES	1,531	2,877	1,800	0	1,800	1,800	
6240 - MINOR EQUIPMENT AND FURNITURE	0	0	7,000	0	7,000	4,000	
TOTAL SUPPLIES	**2,557**	**5,024**	**10,300**	**915**	**10,300**	**7,300**	

PARKS ADMINISTRATION
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
OTHER SERVICES AND CHARGES							
6331 - CONFERENCES, TRAINING, TRAVEL	3,319	4,848	4,900	428	4,900	4,900	
6344 - REPORTER	5,579	7,583	6,000	3,405	6,000	7,000	
6371 - REPAIRS & MAINT CONTRACTUAL	3,828	5,091	14,550	4,832	14,550	14,550	
6374 - ADMINISTRATION SUPPORT FEE	86,812	88,024	84,641	35,270	84,641	92,807	
6378 - COPIER MAINTENANCE AGREEMENT	2,109	2,229	2,244	1,113	2,244	2,244	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	287	
6390 - POSTAGE AND TELEPHONE	1,635	1,502	1,420	297	1,420	1,420	
TOTAL OTHER SERVICES AND CHARGES	**103,282**	**109,327**	**113,755**	**45,345**	**113,755**	**123,208**	
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE	2,671	2,744	3,000	1,173	3,000	3,000	
6471 - DUES & SUBSCRIPTIONS	1,256	480	1,250	1,278	1,250	1,285	
TOTAL MISCELLANEOUS	**3,927**	**3,224**	**4,250**	**2,451**	**4,250**	**4,285**	
TOTAL EXPENDITURES	**273,838**	**305,994**	**327,968**	**128,581**	**329,304**	**343,456**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**14,152**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**4.30%**

SPLASH POOL

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10527 - SPLASH POOL							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	10,271	8,184	11,417	4,691	12,072	12,680	
6104 - TEMPORARY EMPLOYEES-REG	28,599	31,515	32,878	115	32,878	32,878	
6105 - TEMPORARY EMPLOYEES-OVERTIME	1,533	4		0			
6108 - ACCUMULATED VACATION/COMP LEAV	634	380	153	0	153	162	
6112 - SERVICE RECOGNITION		139		0			
6120 - EMPLOYER CONTR FOR RETIREMENT	3,897	3,887	4,257	712	4,355	4,478	
6130 - EMPLOYER PAID INSURANCE	363	1,750	1,740	798	2,030	2,098	
6150 - WORKERS COMPENSATION	2,711	3,071	2,168	1,244	2,168	2,168	
6170 - EMPLOYER CONTR TO HCSP	207	379	388	40	384	412	
TOTAL PERSONNEL SERVICES	**48,215**	**49,309**	**53,001**	**7,600**	**54,040**	**54,876**	
SUPPLIES							
6210 - OPERATING SUPPLIES	1,590	1,557	2,500	1,105	2,500	2,500	
6220 - REPAIR & MAINTENANCE SUPPLIES	1,497	7,373	2,500	0	2,500	2,500	
6240 - MINOR EQUIPMENT AND FURNITURE	0	520	1,300	0	1,300	1,300	
6250 - MERCHANDISE FOR RESALE	6,886	5,735	7,000	22	7,000	7,000	
TOTAL SUPPLIES	**9,973**	**15,184**	**13,300**	**1,127**	**13,300**	**13,300**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES						5,000	
6371 - REPAIRS & MAINT CONTRACTUAL	5,768	510		0			
6375 - OTHER CONTRACTED SERVICES						3,000	
6379 - CONT SERV/REFUSE & SANITATION	102	0	102	0	102	100	
6385 - UTILITY SERVICE	10,107	7,608	10,000	1,007	10,000	10,000	
6390 - POSTAGE AND TELEPHONE	126	157	158	54	158	158	
TOTAL OTHER SERVICES AND CHARGES	**16,101**	**8,275**	**10,260**	**1,061**	**10,260**	**18,258**	

SPLASH POOL

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6430 - MISCELLANEOUS	0	0		58			
TOTAL MISCELLANEOUS	**0**	**0**		**58**			
TOTAL EXPENDITURES	**74,290**	**72,768**	**76,561**	**9,846**	**77,600**	**86,434**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**8,834**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**11.38%**

NORTHVIEW POOL

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10528 - NORTHVIEW POOL							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	10,271	8,184	11,417	4,691	12,072	12,880	
6104 - TEMPORARY EMPLOYEES-REG	24,805	27,397	32,878	76	32,878	32,878	
6105 - TEMPORARY EMPLOYEES-OVERTIME	3,838	21		0			
6108 - ACCUMULATED VACATION/COMP LEAV	634	380	153	0	153	162	
6112 - SERVICE RECOGNITION		139		0			
6120 - EMPLOYER CONTR FOR RETIREMENT	3,786	3,574	4,257	709	4,355	4,478	
6130 - EMPLOYER PAID INSURANCE	363	1,750	1,740	798	2,030	2,098	
6150 - WORKERS COMPENSATION	2,748	3,192	2,168	1,275	2,168	2,168	
6170 - EMPLOYER CONTR TO HCSP	207	379	388	40	384	412	
TOTAL PERSONNEL SERVICES	**46,652**	**45,015**	**53,001**	**7,588**	**54,040**	**55,076**	
SUPPLIES							
6210 - OPERATING SUPPLIES	1,629	2,563	2,500	1,105	2,500	2,500	
6220 - REPAIR & MAINTENANCE SUPPLIES	2,208	4,387	2,500	0	2,500	2,500	
6240 - MINOR EQUIPMENT AND FURNITURE	651	346	2,300	0	2,300	2,300	
6250 - MERCHANDISE FOR RESALE	6,142	5,832	7,000	221	7,000	7,000	
TOTAL SUPPLIES	**10,630**	**13,128**	**14,300**	**1,326**	**14,300**	**14,300**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES						5,000	
6371 - REPAIRS & MAINT CONTRACTUAL	3,846	0		0		0	
6379 - CONT SERV/REFUSE & SANITATION	51	0	51	0	51	50	
6385 - UTILITY SERVICE	9,674	7,865	9,500	288	9,500	8,000	
6390 - POSTAGE AND TELEPHONE	126	157	158	54	158	158	
TOTAL OTHER SERVICES AND CHARGES	**13,696**	**8,022**	**9,709**	**342**	**9,709**	**13,208**	

NORTHVIEW POOL

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
CAPITAL OUTLAY							
6530 - IMPR OTHER THAN BUILDING	4,750	0	0	0	0		
6580 - OTHER EQUIPMENT	0	4,129		0			
TOTAL CAPITAL OUTLAY	**4,750**	**4,129**	**0**	**0**	**0**		
TOTAL EXPENDITURES	**75,728**	**70,294**	**77,010**	**9,256**	**78,049**	**82,584**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**4,535**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**5.81%**

RECREATIONAL PROGRAMS
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10529 - RECREATIONAL PROGRAMS							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	71,208	72,975	73,256	29,028	74,904	76,777	
6104 - TEMPORARY EMPLOYEES-REG	47,103	47,383	50,760	4,389	50,760	44,840	
6105 - TEMPORARY EMPLOYEES-OVERTIME	6	31		0			
6108 - ACCUMULATED VACATION/COMP LEAV	3,080	2,818	3,143	0	3,214	3,294	
6112 - SERVICE RECOGNITION	0	1,778	0	0	0		
6120 - EMPLOYER CONTR FOR RETIREMENT	14,411	14,689	15,222	4,721	15,476	15,632	
6130 - EMPLOYER PAID INSURANCE	906	926	937	417	1,098	1,094	
6140 - UNEMPLOYMENT COMP INS.	277	0		0			
6150 - WORKERS COMPENSATION	2,142	4,923	1,433	1,546	1,433	1,433	
6170 - EMPLOYER CONTR TO HCSP	697	698	698	216	701	704	
TOTAL PERSONNEL SERVICES	**139,830**	**146,221**	**145,449**	**40,317**	**147,586**	**143,774**	
SUPPLIES							
6210 - OPERATING SUPPLIES	16,210	15,750	18,000	1,103	18,000	18,000	
TOTAL SUPPLIES	**16,210**	**15,750**	**18,000**	**1,103**	**18,000**	**18,000**	
OTHER SERVICES AND CHARGES							
6380 - CENTRAL GARAGE MAINT. CHARGE	4,582	4,582	5,269	2,200	5,269	6,059	
6381 - OTHER RENTALS	5,515	4,921	5,200	3,591	5,200	5,200	
6382 - CENTRAL GARAGE EQUIP. CHARGE	2,995	3,145	3,302	1,380	3,302	3,467	
6388 - TECHNOLOGY EQUIP CHARGE						119	
6390 - POSTAGE AND TELEPHONE	858	848	855	292	855	855	
TOTAL OTHER SERVICES AND CHARGES	**13,950**	**13,496**	**14,626**	**7,463**	**14,626**	**15,700**	

RECREATIONAL PROGRAMS
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6452 - TRIPS AND TOURS	4,085	6,275	4,500	0	4,500	6,000	
TOTAL MISCELLANEOUS	**4,085**	**6,275**	**4,500**	**0**	**4,500**	**6,000**	
TOTAL EXPENDITURES	**174,074**	**181,742**	**182,575**	**48,883**	**184,712**	**183,474**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**(1,238)**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**-0.67%**

COMMUNITY AFFAIRS

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
10530 - COMMUNITY AFFAIRS							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	72,204	73,990	73,749	29,559	76,105	78,713	
6108 - ACCUMULATED VACATION/COMP LEAV	209	781	214	0	219	224	
6112 - SERVICE RECOGNITION		278	0	0	0		
6120 - EMPLOYER CONTR FOR RETIREMENT	10,674	11,190	11,189	4,449	11,547	11,942	
6130 - EMPLOYER PAID INSURANCE	10,637	11,426	11,222	4,638	11,839	12,302	
6150 - WORKERS COMPENSATION	1,415	1,190	1,327	237	1,327	1,327	
6170 - EMPLOYER CONTR TO HCSP	5,396	1,991	2,332	239	2,386	2,446	
TOTAL PERSONNEL SERVICES	**100,535**	**100,846**	**100,033**	**39,122**	**103,423**	**106,954**	
SUPPLIES							
6201 - OFFICE SUPPLIES	1,461	1,688	1,600	302	1,600	1,600	
6210 - OPERATING SUPPLIES	3,867	3,950	4,000	1,305	4,000	4,500	
6240 - MINOR EQUIPMENT AND FURNITURE			0		0	500	
TOTAL SUPPLIES	**5,328**	**5,639**	**5,600**	**1,607**	**5,600**	**6,600**	
OTHER SERVICES AND CHARGES							
6331 - CONFERENCES, TRAINING, TRAVEL	25	13	450	0	450	450	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	131	
6390 - POSTAGE AND TELEPHONE	1,084	1,280	1,500	334	1,500	1,560	
TOTAL OTHER SERVICES AND CHARGES	**1,109**	**1,293**	**1,950**	**334**	**1,950**	**2,141**	
MISCELLANEOUS							
6471 - DUES & SUBSCRIPTIONS	812	805	900	453	900	950	
TOTAL MISCELLANEOUS	**812**	**805**	**900**	**453**	**900**	**950**	
TOTAL EXPENDITURES	**107,784**	**108,583**	**108,483**	**41,516**	**111,873**	**116,645**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**4,772**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**4.27%**

LIBRARY

SUMMARY OF REVENUES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
20230 - LIBRARY							
REVENUES AND EXPENDITURES							
REVENUES							
TAXES							
4110 - CURRENT AD VALOREM TAX	(668,503)	(722,772)	(713,287)	0	(722,847)	(745,200)	
4120 - DELINQUENT AD VALOREM TAX	(10,241)	0		0			
4125 - PENALTIES & INT ON AD VAL TAX	(555)	0		0			
4130 - MOBILE HOME TAX	(173)	0		0			
TAXES	**(679,472)**	**(722,772)**	**(713,287)**	**0**	**(722,847)**	**(745,200)**	
INTERGOVERNMENTAL							
CHARGE FOR SERVICE							
COMMUNITY DEVELOPMENT							
LIBRARY							
4531 - LIBRARY RENTAL FEES	(1,957)	(1,605)	(1,700)	(422)	(1,700)	(1,700)	
LIBRARY	**(1,957)**	**(1,605)**	**(1,700)**	**(422)**	**(1,700)**	**(1,700)**	
CHARGES FOR SERVICES	**(1,957)**	**(1,605)**	**(1,700)**	**(422)**	**(1,700)**	**(1,700)**	
FINES AND FORFEITS							
4603 - LIBRARY FINES	(7,833)	(6,082)	(8,000)	(1,525)	(8,000)	(8,000)	
FINES AND FORFEITS	**(7,833)**	**(6,082)**	**(8,000)**	**(1,525)**	**(8,000)**	**(8,000)**	
MISCELLANEOUS							
4672 - OTHER	(2,326)	(2,026)	(2,000)	(1,051)	(2,000)	(2,000)	
4675 - INSURANCE DIVIDEND	(2,029)	(3,240)		0			
MISCELLANEOUS	**(4,355)**	**(5,266)**	**(2,000)**	**(1,051)**	**(2,000)**	**(2,000)**	
OTHER FINANCING SOURCES							
4920 - INTERFUND OPERATING TRANSFER	(18,294)	0	0	0	0		
OTHER FINANCING SOURCES	**(18,294)**	**0**	**0**	**0**	**0**		
REVENUES	**(711,911)**	**(735,724)**	**(724,987)**	**(2,998)**	**(734,547)**	**(756,900)**	

LIBRARY

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
20230 - LIBRARY							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	350,371	366,983	373,754	146,959	381,980	395,939	
6104 - TEMPORARY EMPLOYEES-REG	9,716	10,760	11,063	4,507	11,063	11,726	
6105 - TEMPORARY EMPLOYEES-OVERTIME							
6108 - ACCUMULATED VACATION/COMP LEAV	105	0		0			
6120 - EMPLOYER CONTR FOR RETIREMENT	52,728	56,116	58,010	22,489	59,256	61,442	
6130 - EMPLOYER PAID INSURANCE	57,166	53,635	53,084	20,252	53,172	54,064	
6135 - RETIREE PAID INSURANCE	15,484	6,519	0	0	0		
6150 - WORKERS COMPENSATION	3,009	2,473	3,043	1,231	3,043	3,043	
6151 - WORKERS COMP DEDUCTIBLE							
6170 - EMPLOYER CONTR TO HCSP							
TOTAL PERSONNEL SERVICES	**488,578**	**496,486**	**498,954**	**195,439**	**508,514**	**526,214**	
SUPPLIES							
6201 - OFFICE SUPPLIES	7,875	6,823	7,000	1,205	7,000	7,100	
6210 - OPERATING SUPPLIES	1,285	1,501	1,500	356	1,500	1,700	
6220 - REPAIR & MAINTENANCE SUPPLIES	514	588	500	65	500	500	
6230 - BOOKS, MATERIALS & PERIODICALS	81,485	79,263	85,000	35,199	85,000	85,000	
6240 - MINOR EQUIPMENT AND FURNITURE	4,930	4,964	5,200	712	5,200	5,200	
TOTAL SUPPLIES	**96,090**	**93,139**	**99,200**	**37,538**	**99,200**	**99,500**	
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	0	0		2,828			
6331 - CONFERENCES, TRAINING, TRAVEL	1,689	1,135	1,500	266	1,500	1,500	
6341 - ADVERTISING							
6342 - PRINTING AND BINDING	4,198	4,167	3,500	634	3,500	3,500	
6361 - INSURANCE	10,406	9,876	9,848	5,450	9,848	9,848	
6365 - INS CLAIMS WITHIN DEDUCTIBLE							
6371 - REPAIRS & MAINT CONTRACTUAL	11,830	8,271	13,600	3,106	13,600	12,700	
6374 - ADMINISTRATION SUPPORT FEE	35,400	40,300	40,300	16,795	40,300	46,113	
6375 - OTHER CONTRACTED SERVICES	30,377	25,769	33,210	6,029	33,210	32,000	
6378 - COPIER MAINTENANCE AGREEMENT	1,632	2,364	2,700	1,080	2,700	2,900	
6379 - CONT SERV/REFUSE & SANITATION	585	684	775	285	775	775	
6385 - UTILITY SERVICE	15,234	15,720	17,500	5,422	17,500	17,500	
6388 - TECHNOLOGY EQUIP CHARGE							
6390 - POSTAGE AND TELEPHONE	173	175	250	80	250	250	
TOTAL OTHER SERVICES AND CHARGES	**111,524**	**108,459**	**123,183**	**41,974**	**123,183**	**127,086**	

LIBRARY

SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
6430 - MISCELLANEOUS	2,574	3,632	3,100	721	3,100	3,550	
6465 - INTEREST/FINANCE CHARGE							
6471 - DUES & SUBSCRIPTIONS	45	545	550	0	550	550	
6485 - EMERGENCIES & CONTINGENCIES			0		0		
TOTAL MISCELLANEOUS	**2,619**	**4,177**	**3,650**	**721**	**3,650**	**4,100**	
CAPITAL OUTLAY							
6520 - BUILDINGS AND STRUCTURE							
6530 - IMPR OTHER THAN BUILDING	0	0		0			
6560 - BUILDING FIXTURES AND IMPRS							
6570 - OFFICE EQUIP & FURNISHINGS							
6580 - OTHER EQUIPMENT	13,100	0	0	0	0		
TOTAL CAPITAL OUTLAY	**13,100**	**0**	**0**	**0**	**0**		
DEBT SERVICE							
6612 - INTEREST EXPENSE							
TOTAL DEBT SERVICE							
TRANSFERS							
6719 - TRANSFER TO CAPITAL PROJECT FU							
6720 - OPERATING TRANSFERS	0	33,463		0			
TOTAL TRANSFERS OUT	**0**	**33,463**		**0**			
TOTAL EXPENDITURES	**711,911**	**735,724**	**724,987**	**275,671**	**734,547**	**756,900**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**22,353**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**3.04%**

DOUG WOOG ARENA

SUMMARY OF REVENUES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
20243 - DOUG WOOG ARENA							
REVENUES AND EXPENDITURES							
REVENUES							
TAXES							
4110 - CURRENT AD VALOREM TAX	(242,809)	(212,359)	(254,061)	0	(254,061)	(270,561)	
TAXES	**(242,809)**	**(212,359)**	**(254,061)**	**0**	**(254,061)**	**(270,561)**	
INTERGOVERNMENTAL							
CHARGE FOR SERVICE							
WAKOTA ARENA							
4501 - ICE RENTALS-FALL & WINTER	(387,560)	(377,876)	(430,000)	(186,919)	(430,000)	(400,000)	
4502 - ICE RENTALS-SUMMER	(56,592)	(77,907)	(95,000)	(31,242)	(95,000)	(140,000)	
4504 - TICKET SALES FOR GAMES	(21,957)	(20,686)	(19,000)	(7,265)	(19,000)	(13,000)	
4505 - PUBLIC SKATING	(1,856)	(2,756)	(4,000)	(1,416)	(4,000)	(3,000)	
4506 - FIGURE SKATING	(3,598)	(4,885)	(6,000)	(3,590)	(6,000)	(5,000)	
4508 - SKATE SHARPENING	(2,334)	(2,696)	(4,000)	(1,383)	(4,000)	(3,000)	
4510 - CONCESSION SALES	(38,217)	(57,306)	(48,000)	(22,206)	(48,000)	(48,000)	
4511 - SKATE SHOP-RENTAL-LEASE	(600)	(12,745)	(19,500)	(3,000)	(19,500)	(19,500)	
4512 - DRY FLOOR	0	(1,875)	(12,500)	0	(12,500)	(2,000)	
4513 - SIGN RENTAL	0	(41)	(2,000)	(933)	(2,000)	(3,000)	
4515 - VENDING - WAKOTA	(2,719)	(2,265)	(1,800)	(1,676)	(1,800)	(2,600)	
WAKOTA ARENA	**(515,433)**	**(561,037)**	**(641,800)**	**(259,630)**	**(641,800)**	**(639,100)**	
RENTS							
4402 - RENT	(79,101)	(82,660)	(88,881)	(41,941)	(88,881)	(91,548)	
RENTS	**(79,101)**	**(82,660)**	**(88,881)**	**(41,941)**	**(88,881)**	**(91,548)**	
CHARGES FOR SERVICES	**(594,535)**	**(643,698)**	**(730,681)**	**(301,571)**	**(730,681)**	**(730,648)**	

DOUG WOOG ARENA

SUMMARY OF REVENUES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
MISCELLANEOUS							
4672 - OTHER	(153)	(985)		0			
4673 - CASH OVER/SHORT	0	(0)		0			
4675 - INSURANCE DIVIDEND	(2,442)	(3,900)		0			
4679 - CONT. & DON. FR PRIVATE		(17,394)		(22,806)			
MISCELLANEOUS	**(2,595)**	**(21,294)**		**(22,806)**			
OTHER FINANCING SOURCES							
4920 - INTERFUND OPERATING TRANSFER	(52,674)	0	0	0	0		
OTHER FINANCING SOURCES	**(52,674)**	**0**	**0**	**0**	**0**		
REVENUES	**(892,613)**	**(878,335)**	**(984,742)**	**(324,377)**	**(984,742)**	**(1,001,209)**	
EXPENDITURES	**889,422**	**993,046**	**984,742**		**994,902**	**1,001,209**	
NET CHANGE IN FUND BALANCE	**3,191**	**(114,711)**	**0**		**(10,200)**	**0**	
CASH (INTERNAL LOAN)	**(969,861)**	**(1,010,058)**	**(1,010,058)**		**(1,020,258)**	**(1,020,258)**	

DOUG WOOG ARENA
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
20243 - DOUG WOOG ARENA							
EXPENDITURES							
PERSONNEL SERVICES							
6101 - FULL-TIME EMPLOYEES-REG	124,659	135,196	194,868	62,681	181,746	200,556	
6104 - TEMPORARY EMPLOYEES-REG	108,858	117,295	87,956	49,389	87,956	90,600	
6105 - TEMPORARY EMPLOYEES-OVERTIME	0	9		0			
6108 - ACCUMULATED VACATION/COMP LEAV	4,514	3,827	4,206	0	4,300	4,555	
6112 - SERVICE RECOGNITION		4,278	0	0	0		
6120 - EMPLOYER CONTR FOR RETIREMENT	33,867	36,294	34,156	16,079	40,969	44,232	
6130 - EMPLOYER PAID INSURANCE	21,755	22,612	21,905	11,875	36,659	38,028	
6140 - UNEMPLOYMENT COMP INS.	314	1,885	0	169	0		
6150 - WORKERS COMPENSATION	7,490	5,289	6,651	2,784	6,651	6,651	
6170 - EMPLOYER CONTR TO HCSP	3,685	2,636	4,405	580	6,026	6,517	
TOTAL PERSONNEL SERVICES	**305,142**	**329,323**	**354,147**	**143,558**	**364,307**	**391,139**	
SUPPLIES							
6201 - OFFICE SUPPLIES	224	103	500	116	500	250	
6210 - OPERATING SUPPLIES	11,140	14,143	10,000	3,009	10,000	7,500	
6220 - REPAIR & MAINTENANCE SUPPLIES	37,338	36,519	30,000	19,604	30,000	22,000	
6240 - MINOR EQUIPMENT AND FURNITURE	2,636	2,668	2,500	1,092	2,500	2,500	
6245 - CLOTHING ALLOWANCE	213	7,703	1,500	389	1,500	1,500	
6250 - MERCHANDISE FOR RESALE	34,167	35,786	30,000	12,619	30,000	25,000	
TOTAL SUPPLIES	**85,717**	**96,922**	**74,500**	**36,829**	**74,500**	**58,750**	

DOUG WOOG ARENA
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
OTHER SERVICES AND CHARGES							
6302 - PROFESSIONAL SERVICES	3,829	5,691	23,500	4,808	23,500	3,800	
6331 - CONFERENCES, TRAINING, TRAVEL	854	769	1,800	86	1,800	1,800	
6341 - ADVERTISING	947	1,740	1,500	1,750	1,500	1,500	
6361 - INSURANCE	12,527	11,889	11,855	6,561	11,855	11,855	
6371 - REPAIRS & MAINT CONTRACTUAL	15,782	43,216	20,000	12,404	20,000	20,000	
6373 - INTERNAL LABOR CHARGE	20,657	20,657	20,657	8,610	20,657	20,657	
6374 - ADMINISTRATION SUPPORT FEE	43,421	50,395	50,395	21,000	50,395	49,651	
6375 - OTHER CONTRACTED SERVICES	7,996	2,253		0		12,500	
6378 - COPIER MAINTENANCE AGREEMENT	206	114	300	18	300	300	
6379 - CONT SERV/REFUSE & SANITATION	4,179	1,330	2,200	1,176	2,200	2,200	
6380 - CENTRAL GARAGE MAINT. CHARGE	230	230	265	115	265	305	
6382 - CENTRAL GARAGE EQUIP. CHARGE	19,684	20,667	21,700	9,045	21,700	22,785	
6385 - UTILITY SERVICE	137,797	181,707	180,000	60,810	180,000	170,000	
6388 - TECHNOLOGY EQUIP CHARGE			0		0	381	
6390 - POSTAGE AND TELEPHONE	5,006	3,728	1,990	704	1,990	1,990	
6396 - HONEYWELL CONTRACTUAL MAINT	27,769	28,741	25,000	14,618	25,000	30,000	
TOTAL OTHER SERVICES AND CHARGES	**300,884**	**373,128**	**361,162**	**141,706**	**361,162**	**349,724**	
MISCELLANEOUS							
6412 - CREDIT CARD/ACH/BANK FEE		276	800	474	800	800	
6451 - REFUNDS & REIMBURSEMENT	332	675	0	0	0		
6471 - DUES & SUBSCRIPTIONS	1,176	4,090	900	2,240	900	900	
TOTAL MISCELLANEOUS	**1,508**	**5,041**	**1,700**	**2,714**	**1,700**	**1,700**	

DOUG WOOG ARENA
SUMMARY OF EXPENDITURES

Description	2014 Actual	2015 Actual	2016 Original Budget	May 2016 Actual	2016 Revised Budget	2017 Requested Budget	2017 Final Budget
CAPITAL OUTLAY							
6520 - BUILDINGS AND STRUCTURE	151	0		0		15,000	
6580 - OTHER EQUIPMENT	0	3,500	0	0	0		
TOTAL CAPITAL OUTLAY	**151**	**3,500**	**0**	**0**	**0**	**15,000**	
DEBT SERVICE							
6612 - INTEREST EXPENSE	34,252	18,537	30,000	0	30,000	25,000	
TOTAL DEBT SERVICE	**34,252**	**18,537**	**30,000**	**0**	**30,000**	**25,000**	
TRANSFERS							
6719 - TRANSFER TO CAPITAL PROJECT FU							
6720 - OPERATING TRANSFERS	161,768	166,596	163,233	0	163,233	159,896	
TOTAL TRANSFERS OUT	**161,768**	**166,596**	**163,233**	**0**	**163,233**	**159,896**	
TOTAL EXPENDITURES	**889,422**	**993,046**	**984,742**	**324,807**	**994,902**	**1,001,209**	
CHANGE 2016 REVISED TO 2017 PROPOSED							**6,307**
PERCENT CHANGE 2016 REVISED TO 2017 PROPOSED							**0.63%**

FUNCTION:	FUND:	PROGRAM:	BUSINESS UNIT:
Debt	Debt Service Funds	Debt	Varies

SUMMARY OF EXPENDITURES

Bus. Unit	DESCRIPTION	Final Maturity	2014 Budget	2015 Budget	2016 Budget	2017 Proposed	2017 Final
	REVENUES						
	Property Taxes		697,020	1,072,606	1,285,704	1,303,731	
	TOTAL REVENUES		697,020	1,072,606	1,285,704	1,303,731	-
	EXPENDITURES						
30314	G.O. Refunding Series 2007B	2/1/2021	193,772	193,142	192,303	196,503	
30315	G.O. Capital Improvement Bonds - 2008	2/1/2030	3,030	4,206	-	-	
30317	Capital Equip. Lease Revenue Bonds - 2010A	12/15/2019	82,785	82,007	82,740	83,455	
30318	G.O. Improvement & Refunding Bonds - 2012A	2/1/2030	417,433	304,515	301,583	309,011	
30320	G.O. Park Referendum Bonds - 2014B	2/1/2035		488,736	488,211	492,831	
30321	GO Park Referendum-2015B				220,867	221,931	
	TOTAL EXPENDITURES		697,020	1,072,606	1,285,704	1,303,731	-

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: City Attorney
ADMINISTRATOR: SPK

10-A

AGENDA ITEM: Fourth Amendment to Sublease Agreement with BRS

ACTION TO BE CONSIDERED:

Adopt Resolution

OVERVIEW:

The City entered into an Airport Sublease Agreement with BRS in 2007. BRS manufactures plane parachutes and other aircraft items at the Airport. In 2012, BRS employed over 100 employees and its revenues were over $10 million. The company operated out of its building at the Airport as well as at a facility in North Carolina.

BRS is currently experiencing some issues with the timing of certain contracts that it expects to resolve in 2017. In addition the City financed the construction of the building through tax exempt bonds. The terms of the loan require that the facility be a manufacturing facility and because it is at the airport, it must be airport related. The City is exploring other options that might reduce the cost of the bonds. As BRS and the City work through these issues, BRS has requested an additional temporary reduction in rent.

The rent payment will continue to be $10,000/month, beginning on September 1, 2016 and ending on March 1, 2017 or until the parties reach a mutual agreement on a new rent payment, whichever occurs first.

SOURCE OF FUNDS:

Airport Fund

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO.

RESOLUTION APPROVING THE FOURTH AMENDMENT TO AIRPORT SUBLEASE AGREEMENT BETWEEN THE CITY AND BALLISTIC RECOVERY SYSTEMS, INC.

WHEREAS, the City has an existing Airport Sublease Agreement ("Agreement") with Ballistic Recovery Systems, Inc. ("BRS"); and

WHEREAS, BRS has requested an amendment to the Agreement to modify rent payments; and

WHEREAS, the City has reviewed the Fourth Amendment to the Agreement and of the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Fourth Amendment to the Airport Sublease Agreement Between the City of South St. Paul and Ballistic Recovery Systems, Inc. is hereby approved in substantially final form, subject to minor modification by the City Attorney; and

2. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement and take all steps necessary to effectuate the Agreement.

Adopted this 6th day of September, 2016.

_____
City Clerk

FOURTH AMENDMENT TO
AIRPORT SUBLEASE AGREEMENT BETWEEN
THE CITY OF SOUTH ST. PAUL AND BALLISTIC RECOVERY SYSTEMS, INC.

THIS FOURTH AMENDMENT ("Fourth Amendment") is made and entered into this ____ day of _____, 2016, by and between the City of South St. Paul, a municipal corporation of the State of Minnesota, ("Landlord") and Ballistic Recovery Systems, Inc., a Minnesota corporation ("Tenant").

WHEREAS, the parties entered into an Airport Sublease Agreement ("Sublease") on November 20, 2007, for the rental of certain real property legally described in Exhibit A to the Sublease; and

WHEREAS, the parties executed an amendment to the Sublease on June 22, 2009, titled "First Amendment to Airport Sublease Agreement Between the City of South St. Paul and Ballistic Recovery Systems, Inc." ("First Amendment"); and

WHEREAS, Tenant was required to make payments for rent pursuant to a Rent Schedule, attached as Exhibit B to the Sublease and revised and attached as Exhibits 1 and 2 to the First Amendment; and

WHEREAS, following initial approval of the First Amendment, Tenant renegotiated a payment plan for the deficient rent payments that was satisfactory to Landlord and was incorporated into a Second Amendment to Sublease dated August 10, 2009 ("Second Amendment"); and

WHEREAS, Tenant has made all the payments in the renegotiated payment plan as provided in the Second Amendment; and

WHEREAS, the parties entered into a Third Amendment on August 24, 2015 in order to amend the Rent Payment Schedule, to reduce the scheduled rent payments for the period from September 1, 2015 through August 31, 2016 to $10,000 per month ("Third Amendment"); and

WHEREAS, the parties desire to enter into this Fourth Amendment to extend the rent payments as outlined in the Third Amendment for up to an additional six months, until another amendment is approved, or until the Sublease is terminated, in order to allow the Landlord and the Tenant time to explore options to reduce rent.

NOW THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

1. Section 4.1 of the Sublease as previously amended, is modified to read as follows:

   For the time period beginning September 1, 2016 and ending the date of the next amendment to the Sublease that modifies the Rent Schedule or termination of the Sublease or March 1, 2017, whichever occurs first, Tenant shall pay Rent as

described on the Rent Schedule attached hereto as Fourth Amendment Exhibit B, which shall be due and payable to Landlord pursuant to the Rent Schedule attached thereto.

In the event of default for failure to pay, Landlord may choose any available remedies. However, Landlord shall have the rights under Section 18.2 of the Sublease to immediately, without further notice to Tenant, re-enter into or upon the Leased Premises and take possession of the same.

2. Except as modified by this Fourth Amendment, the Sublease as previously amended, 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 Fourth Amendment conflicts with the terms of the Sublease, as previously amended, this Fourth Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement, 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

By:_____
Name: Beth A. Baumann
Title: Mayor

Attest:

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

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____day of_____, 2016, by Beth A. Baumann and Christy M. 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

TENANT:
BALLISTIC RECOVERY SYSTEMS, INC.

By:_____
Name: Enrique Dillon
Title: President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Enrique Dillon the President of Ballistic Recovery Systems, Inc., a corporation under the laws of Minnesota, on behalf of the corporation.

_____
Notary Public

FOURTH AMENDMENT
EXHIBIT B

Exhibit B

ENTS

	ORIGINAL PAYMENT SCHEDULE					Amended	Revised
;	Base Rent	Exterior Maint. Rent	Pymt in Lieu of Taxes	Less: PILT credit	Total Original Payments	Deficient Rent Payment	Combined Lease Payments
1	134,950	5,903	26,326	(15,326)	176,753	(18,917.68)	157,835.32
0	134,950	6,080	26,852	(15,852)	178,091	(58,091.04)	119,999.96
0	134,950	6,263	27,389	(16,389)	179,496	5,785.44	185,281.44
2	134,950	6,451	27,937	(16,937)	180,968	23,552.16	204,520.16
1	134,950	6,644	28,496	(28,496)	171,513	23,552.16	195,065.16
8	134,950	6,844	29,066	(29,066)	173,134	23,552.16	196,686.16
9	134,950	7,049	29,647	(29,647)	174,835	566.80	175,401.80
5	134,950	7,260	30,240	(30,240)	176,619		176,619.00
0	134,950	7,478	30,845	(30,845)	177,870		177,870.00
3	134,950	7,703	31,462	(31,462)	179,158		179,158.00
4	134,950	7,934	32,091	(32,091)	180,484		180,484.00
5	134,950	8,172	32,733	(32,733)	181,850		181,850.00
3	134,950	8,417	33,387	(33,388)	183,256		183,256.00
2	134,950	8,669	34,055	(34,055)	184,706		184,706.00
0	1,889,300	100,867	420,526	(376,527)	2,498,733	0.00	2,498,733.00

CITY COUNCIL AGENDA REPORT
DATE: September 6, 2016
DEPARTMENT: Finance
ADMINISTRATOR: SPK

10-B

AGENDA ITEM: Preliminary Approval to Issuance of General Obligation Airport Bonds

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-162 giving preliminary approval to the issuance of General Obligation Airport Bonds.

OVERVIEW:

The Housing and Redevelopment Authority of South St. Paul (HRA) issued Lease Revenue Bonds (City of South St. Paul Airport Project) in 2007. The City has been leasing the property from the HRA since 2007 with payments coming from a sublease to Ballistic Recovery Systems. Based on the current economic environment and current statutory authority, the City is proposing issuance of bonds for the purpose of financing the acquisition from the HRA, which will result in lower costs.

The resolution before the council would give preliminary approval to the City's issuance of General Obligation Bonds and authorizes the Mayor and City Clerk to take such actions as may be required to pursue the issuance of these bonds. The adoption of this resolution shall not be deemed to establish a legal obligation on the part of the City to issue the bonds. All details of such Bond issue and provisions for payment shall be subject to final approval of the Council prior to their issuance.

Staff recommends adoption of resolution 2016-162 granting preliminary approval to the issuance of General Obligation Airport Bonds as authorized under Minnesota Statutes, Chapter 360.

SOURCE OF FUNDS:

N/A

CITY OF SOUTH ST. PAUL
DAKOTA COUNTY
STATE OF MINNESOTA

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2016-162

RESOLUTION GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF GENERAL OBLIGATION AIRPORT BONDS.

BE IT RESOLVED by the City Council (the "Council") of the City of South St. Paul, Minnesota (the "City"), as follows:

Section 1. Recitals. The City has proposed issuing its General Obligation Airport Bonds (the "Bonds"), in a principal amount not to exceed $1,225,000, for the purpose of financing the acquisition of a 20,815 square foot manufacturing facility (the "Facility") on a 1.239 acre parcel located at the South St. Paul Municipal Airport in the City (the "Project"). The City is authorized by Minnesota Statutes, Chapters 360 (the "Act"), to issue its Bonds to finance the acquisition of airport facilities such as the Facility.

Section 2. Approvals and Authorizations. On the basis of the information given the City to date, the Council hereby determines to proceed with the Project and its financing, and hereby declares its present intent to have the City issue the Bonds under the Act to finance the Project, in an amount not to exceed $1,225,000, subject to an allocation of annual volume cap as described in Section 3 hereof. Notwithstanding the foregoing, however, the adoption of this resolution shall not be deemed to establish a legal obligation on the part of the City to issue or to cause an issuance of the Bonds. All details of such Bond issue and the provisions for payment thereof shall be subject to final approval of this Council prior to their issuance.

Section 3. Application for Bond Issuance Allocation. The Mayor and City Clerk are authorized to take such action as may be required to obtain an allocation of annual volume cap as required by Minnesota Statutes, Chapter 474A, including submission of an application to the Department of Management and Budget and payment of an application fee and application deposit, for the issuance of the Bonds.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon a vote being taken thereon, the following voted in favor thereof:

Dated: August ____, 2016

ATTEST:

_____
Beth A. Baumann, Mayor

_____
Christy Wilcox, City Clerk