

City of South St. Paul

COUNCIL AGENDA

Monday, April 18, 2016

7:15 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

A. Presentation: All Aboard the 55075 Food Drive Express Totals Revealed

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

7. AGENDA:

A. *Approval of Agenda*

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

A. City Council Meeting Minutes of April 4, 2016

B. Accounts Payable

C. Kaposia Park Disc Golf Agreement

D. Declare Certain City Property Surplus and Approve Sale-Abandoned Bicycles

E. Resolution Approving State of Minnesota Joint Powers Agreements with the City of South St. Paul on behalf of its City Prosecuting Attorney and Police Department

F. Approving Land Lease at Fleming Field with Michael Hinz

G. Approving Land Lease at Fleming Field with Olibeau Aire, LLC

H. Accept Donation from Plaisted Dairy Queens

I. Accept Donation from Dakota Victim Impact Panel

J. Designation of Depositories for 2016

K. Accept Donation from Youth Service America for Food Drive

L. Accept Donation from WE Day for We Volunteer Now

- M. Accept Donation from GenerationOn for Food Drive
- N. Business Licenses
- O. Lawful Gambling Exemption – Neighbors, Inc.
- P. Approving Assignment of Lease (207 Alpha Lane) at the Fleming Field Airport to ARJ Properties, LLC
- Q. Approving Assignment of Lease (1620 Henry Avenue) at the Fleming Field Airport to ARJ Properties, LLC
- R. Approve Purchase of Replacement Security Cameras
- S. Declare Certain City Property Surplus and Approving Disposal or Sale
- T. Approve Engineering Service Agreement with WSB for Construction Surveying
- U. Approving Land Lease at Fleming Field with J.M. Mac Holdings, LLC
- V. Resolution authorizing the City of South St. Paul to participate in the MN Greenstep

9. PUBLIC HEARINGS:

- A. Call for Hearing on Liquor Violation at The Garden Bar, 925 North Concord Street

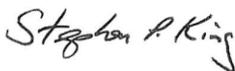
10. GENERAL BUSINESS:

- ~~A. Approve Joint Powers Agreement for South St. Paul Fiber Project~~ REMOVED
- B. First Reading – Ordinance Amending Chapter 2 regarding City Council Salaries
- C. Conditional Use Permit – 400 Richmond St. E. – City of South St. Paul Service Center
- D. Interim Use Permit – Robert Brown III Car Show at Fleming Field Airport
- E. Interim Use Permit – CAF Beer Tent for Robert Brown III Car Show at Fleming Field Airport
- F. Conditional Use Permit/Variations – 218 13th Ave. S. – Wallace Electric proposed detached garage

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

This meeting is being taped by Town Square Television (NDC4).
Replays can be viewed on Government Channel 19.
Replay Times – Friday following Meeting at 1:00 p.m. & 7:00 p.m.
651-451-7834

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF APRIL 4, 2016**

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Monday, April 4, 2016.

ROLL CALL:

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

Absent, None

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

5) Presentations

- Representatives for *Relay for Life Event* discussed the 2016 event which officially kicks off on Thursday, April 21st from 6:00 to 7:30 pm. The *Relay for Life* event is Friday, August 5th from 4:00 pm to Midnight and will be held at the Fleming Field Airport
- Recognition of Retiring Boards and Commission Members
- Chris Esser, Director of Parks and Recreation gave an update on the McMorrow Field Renovation

6) Citizens' Comments

- There were no citizen comments.

7) Agenda

Moved by Seaberg/Rothecker

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Flatley/Hansen

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

1. City Council meeting minutes of March 21, 2016
2. Resolution No. 2016-60, approving accounts payable

3. Resolution No. 2016-55, approving land lease at the Fleming Field Airport with Roger A. Icenogle and Hanna E. Icenogle
4. Resolution NO. 2016-56, approving land lease at the Fleming Field Airport with Keith Miesel
5. Resolution No. 2016-57 accepting funds for the Giant Easter Egg Hunt
6. Approve five (5) street segments for sealcoating in 2016 to be included as part of the continuous joint powers agreement approved in 2012 and amended in 2014 with the cities of Burnsville and other south metropolitan local government units (LGUs)
7. Resolution No. 2016-58, approving land lease at the Fleming Field Airport with Sela Holdings, LLC
8. Business Licenses
9. Revised job description for Economic Development Division Manager and authorize recruitment process

Motion carried 7 ayes/0 nays

** Councilmember Flatley asked that Item #8J - Agreement with Ban-Koe Systems Group Inc. for CelerTime and Scheduler Pro Enterprise Software was removed from the consent.

10a) Joint Powers Agreement for Dakota County Broadband Systems Plan

Moved by Niederkorn/Flatley

MOVED: To approve a Joint Powers Agreement (JPA) with Dakota County, the CDA, and the various cities within the County to enable the parties to jointly prepare and review a Systems Plan that may ultimately enable the parties to collaborate and share broadband facilities and capacities.

Motion carried 7 ayes/0 nays

10b) Award of Bid – 2015-15 Sanitary Sewer System Improvements with UPRR

Moved by Rothecker/Podgorski

MOVED: To adopt Resolution No. 2016-59, rejecting the bids for Project 2015-15, Sanitary Sewer Relocation Project and authorizing a re-bid of the project.

Motion carried 7 ayes/0 nays

11) **Adjournment**

Moved by Seaberg/Nieder Korn

MOVED: That the meeting of the City Council adjourn at 7:49 p.m.

Motion carried 7 ayes/0 nays

Approved: April 18, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Finance

ADMINISTRATOR: _____

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-078 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. 2016-078

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:	
122173-122334	\$ 1,113,181.11
2016117-2016129	<u>\$ 132,289.95</u>
Total	\$ 1,245,471.06

Adopted this 18th day of April, 2016.

Christy Wilcox, City Clerk

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

4/5/2016 -- 4/18/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122173	4/8/2016		3739 ACCOUNTEMP							
		3,471.00	ANDERSON WEEK ENDING 3/18		37666	45361715	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		3,120.00	ANDERSON WEEK ENDING 3/11		37667	45308433	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		<u>6,591.00</u>								
122174	4/8/2016		1031 AMERICAN CARNIVAL MART & PARTY LAND							
		575.04	BASKETS FOR EGG HUNT		37725	155674	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		150.96	BASKETS FOR EGG HUNT		37725	155674	20215.6210	227593	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		<u>726.00</u>								
122175	4/8/2016		6647 ANSWERNET INC							
		68.62	ANSWERING SERVICE		37668	045-63801	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		68.63	ANSWERING SERVICE		37668	045-63801	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		68.62	ANSWERING SERVICE		37736	045-64947	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		68.63	ANSWERING SERVICE		37736	045-64947	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		<u>274.50</u>								
122176	4/8/2016		4690 AT & T MOBILITY							
		1,759.67	PHONE/MDC CHARGES		37726	287251759715X03 262016	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		<u>1,759.67</u>								
122177	4/8/2016		3867 BARR ENGINEERING COMPANY							
		16,165.00	PS2 ENG 1/23-2/19/16 LEVEE EXT		37669	23191213.00-17	40402.6530	201314	IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>16,165.00</u>								
122178	4/8/2016		1087 BAUER BUILT TIRE							
		582.90	PART FOR AMBULANCE		37727	1801822173	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>582.90</u>								
122179	4/8/2016		3615 CAMPBELL KNUTSON, P.A.							
		250.00	SSP CN #16000510 FORFEIT FUNDS		37728	3/22/2016	20212.6302	227515	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		<u>250.00</u>								
122180	4/8/2016		1173 CDW GOVERNMENT INC							
		709.15	REPLACEMENT UPS		37670	CJZ6076	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		12.71	USB CABLE		37671	CKV3054	10160.6220		REPAIR & MAINTENANCE SUPPLIES	INFORMATION TECHNOLOGY
		787.62	WIFI ACCESS POINT		37672	CKJ3791	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		<u>1,509.48</u>								
122181	4/8/2016		1184 CINTAS CORPORATION #754							

Council Check Register by GL
Council Check Register and Summary

4/5/2016 - 4/18/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122188	4/8/2016		6701 DESCHANE, CHESTER						Continued...	
122189	4/8/2016		4851 EXPRESS AUTO PARTS							
		24.06	SPIN ON LUBE		37731	001-331233	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		27.59	SEAT BELT		37732	001-331290	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		24.90	OIL FILTER		37733	001-331498	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		10.05	SEAM SEAL		37734	001-331851	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		31.62	SPIN ON LUBE		37735	001-331986	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>118.22</u>								
122190	4/8/2016		5965 FIDELITY SECURITY LIFE INSURANCE COMPANY							
		256.66	EYE MED PREMIUMS APRIL2016		37678	9912830	10101.2181		EYE MED INSURANCE	GENERAL FUND
		<u>256.66</u>								
122191	4/8/2016		5669 FIRST-SHRED							
		36.60	MONTHLY SHREDDING		37739	179621	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>36.60</u>								
122192	4/8/2016		1469 GENE'S CANDY, LLC							
		1,049.04	CANDY FOR EGG HUNT		37740	134600	20215.6210	227593	OPERATING SUPPLIES	GRANTS/DONATIONS PARK AND REC
		<u>1,049.04</u>								
122193	4/8/2016		1473 GERTEN GREENHOUSES 2							
		40.00	YARD WASTE RECYCLING FEE		37679	383893/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		40.00	BLACK SOIL/SOD RECYCLING FEE		37680	383900/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		159.75	LAWN SEEDING SOIL		37681	383901/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>239.75</u>								
122194	4/8/2016		1505 GRAINGER INC.							
		150.32	BELT DRIVE/V BELT PULLEY/VALVE		37682	9052306462	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		226.77	BELT DRIVE/V BELT PULLEY/VALVE		37682	9052306462	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>377.09</u>								
122195	4/8/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		143.85	LED CEILING LIGHT FIXTURE		37683	9144463381	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		750.34	SHOWERHEAD/FAUCET/SMOKEALARM		37741	9144463380	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		319.95	DOOR AND WALL PROTECTOR		37742	9144413874	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>1,214.14</u>								
122196	4/8/2016		6644 HOME DEPOT CREDIT SERVICES							
		7.87	KNEEL CUSHN/SHOWER ROD		37743	1570603	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG

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122196	4/8/2016		6644 HOME DEPOT CREDIT SERVICES						Continued...	
		10.51	KNEEL CUSHN/SHOWER ROD		37743	1570603	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		41.74	FLUSH FIXTURE/STEPBIT		37744	4571112	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		9.90	FLUSH FIXTURE/STEPBIT		37744	4571112	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		100.00	NAN MCKAY FIRE ALARM PROJECT		37745	2014434	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		3.51	FINANCE CHARGE		37746	032116	20260.6412		CREDIT CARD/ACH/BANK FEE	HOUSING GENERAL
		<u>173.53</u>								
122197	4/8/2016		1615 HUEBSCH OF MINNESOTA							
		40.60	MATS		37747	3630766	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		40.60	MATS		37748	3634555	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		40.60	MATS		37749	3638294	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		53.21	MATS		37750	3630765	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		53.21	MATS		37751	3634552	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		53.21	MATS		37752	3638293	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		<u>281.43</u>								
122198	4/8/2016		6642 JOHNSON CONTROLS, INC							
		2,729.13	WATER PUMP REPLACED AFTERHOURS		37684	1-31695988152	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		<u>2,729.13</u>								
122199	4/8/2016		1724 KEEPRS, INC.							
		77.18	HOLSTERS		37753	303293	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>77.18</u>								
122200	4/8/2016		1748 KISS'S AUTO BODY & FRAME SHOP, INC							
		1,142.65	REAR BUMPER REPAIR		37754	1682	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>1,142.65</u>								
122201	4/8/2016		6680 LANDRUM DOBBINS LLC							
		180.00	General Counsel		37755	2529	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,379.50	General Counsel		37755	2529	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,559.50</u>								
122202	4/8/2016		1811 LAWSON PRODUCTS INC.							
		51.43	NYLON CABLE TIES		37685	9303950394	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		387.95	BATTERY CABLE/CABLE TIES		37686	9303950393	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		103.31	MAINTENANCE PAINT		37687	9303961707	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>542.69</u>								
122203	4/8/2016		1889 MAUER CHEVROLET							

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4/5/2016 -- 4/18/2016

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122211	4/8/2016		4848 NDC4						Continued...	
122212	4/8/2016		6751 OESTREICH, STEPHEN							
		99.68	REF UTILITY OVERPYMT		37785		50605.2010		REFUNDS	WATER UTILITY
		99.68								
122213	4/8/2016		6708 ORKIN PEST CONTROL LLC							
		147.29	PEST CONTROL APRIL		37763	107832293	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		147.29								
122214	4/8/2016		5324 PACE, CORY							
		89.99	BOOT ALLOWANCE		37764	186459	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		89.99								
122215	4/8/2016		6656 PARK SUPPLY OF AMERICA, INC							
		23.55	BALLAST		37693	3349801	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		74.38	CARTRIDGE DIAPHRAGMS		37694	66987600	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		459.27	SHOWER PARTS		37695	66987000	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		557.20								
122216	4/8/2016		2217 PETTY CASH-CITY HALL							
		11.23	MEAL BLDG OFFICIAL MEETING		37778	3/31/2016	10420.6331		CONFERENCES, TRAINING, TRAVEL	CODE ENFORCEMENT
		6.33	MILEAGE REIMBURSEMENT		37778	3/31/2016	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		19.00	REIMB CLASS A LICENSE		37778	3/31/2016	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		19.00	PARKING & SEMINAR		37778	3/31/2016	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		8.50	SODAS FOR TRAINING SESSION		37778	3/31/2016	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		16.20	MILEAGE REIMBURSEMENT		37778	3/31/2016	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		8.40	REFUND VOLUNTARY LIFE INS		37778	3/31/2016	10101.2178		LIFE INSURANCE	GENERAL FUND
		6.45	TOBACCO COMPLIANCE CHECKS		37778	3/31/2016	20212.6430	227515	MISCELLANEOUS	GRANTS/DONATIONS POLICE
		19.00	REIMB CLASS A LICENSE		37778	3/31/2016	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		114.11								
122217	4/8/2016		1636 RICOH USA, INC.							
		83.90	B & W/COLOR COPIES LIBRARY		37696	5041197029	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		83.90								
122218	4/8/2016		2351 ROCKMOUNT/NASSAU							
		399.70	ELECTRA/QUICKER STRIPPER		37697	1215726	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		299.70	ELECTRA		37698	1215727	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		389.64	POLARIS MIG		37699	1215728	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		438.54	POLARIS MIG		37700	1215729	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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

4/5/2016 -- 4/18/2016

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122228	4/8/2016		2677 TRI-STATE BOBCAT INC						Continued...	
		1,412.76	HD TOOTH KIT FOR BOBCAT		37704	A22305	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,412.76								
122229	4/8/2016		2705 UNIFORMS UNLIMITED							
		207.92	UA TAC TECH T		37770	22864-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		19.98	GRIP		37771	23281-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		255.92	BATON HOLDER/BELT KEEPER/PANTS		37772	22445-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		52.00	SIDE STRAPS		37773	22436-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		34.99	T SHIRTS		37774	21834-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		19.99	GLOVE CASE		37775	22012-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		637.88	SHIRT/PANTS/JACKET/BOOTS/EMBRO		37776	21836-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,228.68								
122230	4/8/2016		6706 UNIQUE SOFTWARE CORPORATION							
		1,509.45	BROTHER PRINTER/ADAPTER		37782	239214	20212.6580	227638	OTHER EQUIPMENT	GRANTS/DONATIONS POLICE
		1,509.45								
122231	4/8/2016		2751 VERIZON WIRELESS							
		92.16	PHONE CHARGES FEB21-MAR20		37705	9762480856	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		35.03	MDC CHARGES MARCH		37783	9762209082	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		127.19								
122232	4/8/2016		2777 WALLACE ELECTRICAL CONSTRUCTION INC.							
		285.00	PARTS FOR LIGHTS KAPOSIA PARK		37706	5936	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		440.00	LABOR FOR LIGHTS KAPOSIA PARK		37706	5936	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		725.00								
122233	4/8/2016		2844 WSB & ASSOC INC							
		3,500.00	CODE ENFORCEMENT FEB 2016		37707	26	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		387.25	PROJECT 02092-500		37708	30	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		3,887.25								
122234	4/8/2016		2849 XCEL ENERGY							
		29.23	LIGHT/228 HARDMAN AVE N		37709	494812868	50606.6385		UTILITY SERVICE	SEWER UTILITY
		17.01	LIGHT/BROMLEY ICE RINK		37710	494755825	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		214.73	ELECTRIC/681 VERDEROSA AVE		37711	494783958	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		26.53	GAS/681 VERDEROSA AVE		37712	494798652	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		13.13	LIGHT/701 HARDMAN AVE S		37713	494784051	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		276.87	PEDESTRIAN WALKWAY LIGHT		37714	494739486	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		42.95	LIGHT IN LORRAINE PARK		37715	494894764	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
			2849 XCEL ENERGY							
122234	4/8/2016		Continued...							
		107.24	LIGHT/TRAIL BY WAKOTA BLDG		37716	494773279	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		67.05	LIGHT/19TH AV NORTH BY TUNNEL		37717	494778080	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		79.15	LIGHT ROUNDABOUT ON WENTWORTH		37718	494928435	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		33.47	LIGHT/7TH AVE S & 494		37719	494779402	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		33.80	LIGHT 7TH AVE S & 494		37720	494780783	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		12.45	LIGHT 910 CONCORD ST SOUTH		37721	494709951	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		168.25	LIGHT HARDMAN S&BRIDGEPOINT DR		37722	494788154	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,675.25	PUBLIC WORKS FEBRUARY		37723	494739465	10320.6385		UTILITY SERVICE	PUBLIC WORKS
		690.77	STORM WATER UTILITY FUND		37723	494739465	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		680.92	STREET LIGHT UTILITY FUND		37723	494739465	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		14,892.82	WOOG AREA ELECTRIC/GAS		37724	494880042	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		217.56	ACCT 51-4563113-2 MARCH		37784	495446178	20285.6430		MISCELLANEOUS	PARKING LOT
		6,799.70	ACCT 51-4563113-2 MARCH		37784	495446178	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
		7,944.06	ACCT 51-4563113-2 MARCH		37784	495446178	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
		34,022.94								
			1440 FREEDOM SERVICES INC							
122235	4/15/2016	385.25			37853	0413161120243	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		385.25								
			1969 MINNESOTA AFSCME, COUNCIL NO. 5							
122236	4/15/2016	375.77			37854	0413161120244	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		375.77								
			2096 NATIONWIDE RETIREMENT SOLUTIONS							
122237	4/15/2016	5,210.00			37846	04131611202410	10101.2175		OTHER RETIREMENT	GENERAL FUND
		5,210.00								
			2008 NCPERS MINNESOTA							
122238	4/15/2016	32.00			37857	0413161120247	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		32.00								
			3739 ACCOUNTEMP							
122239	4/18/2016	2,496.00	ANDERSON		37889	45414123	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		3,822.00	ANDERSON		37890	45468142	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		6,318.00								
			1016 ACE HARDWARE & PAINT							
122240	4/18/2016	18.48	MAILBOX AND NUMBERS		37786	527621/5	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		12.00	PARK SUPPLY		37787	527623/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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122240	4/18/2016		1016 ACE HARDWARE & PAINT						Continued...	
		22.67	NUTS/BOLTS/NAI		37788	527626/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		9.00	NUTS/BOLTS/NAI		37789	527636/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		7.27	OFFSET SCREW SET		37790	525995/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>69.42</u>								
122241	4/18/2016		6677 ADVANCED DISPOSAL							
		173.70	TRASH SERVICE		37791	G50004682697	50677.6379		CONT SERV/REFUSE & SANITATION	NAN MCKAY APT BLDG
		491.52	TRASH SERVICE		37791	G50004682697	50678.6379		CONT SERV/REFUSE & SANITATION	JOHN CARROLL APT BLDG
		<u>665.22</u>								
122242	4/18/2016		1019 ADVANTAGE							
		2,650.00	CLEANING SERVICE CITY HALL		37918	011004012016	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		287.55	CLEANING SERVICES PUBLICWORKS		37919	016304012016	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>2,937.55</u>								
122243	4/18/2016		6754 ALL TRAFFIC SOLUTIONS							
		2,820.00	DATA COLLECTOR		37947	SIN008636	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>2,820.00</u>								
122244	4/18/2016		1027 AL'S COFFEE COMPANY							
		1,136.90	COFFEE FOR RESALE		37891	125962	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>1,136.90</u>								
122245	4/18/2016		1042 AMERIPRIDE SERVICES INC							
		91.72	RUG RENTAL		37792	1003420969	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		<u>91.72</u>								
122246	4/18/2016		6463 ANGELO'S ITALIAN RESTAURANT							
		75.00	UNION PACIFIC MEETING		37793	22285	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		<u>75.00</u>								
122247	4/18/2016		4059 ASCENT AVIATION GROUP, INC.							
		25,905.44	8000 GAL 100LL		37794	357229	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>25,905.44</u>								
122248	4/18/2016		6732 BERGANKDV							
		5,475.00	INTERIM AUDIT BILLING 2015		37795	912739	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		<u>5,475.00</u>								
122249	4/18/2016		3285 BINDER HEATING AND AIR CONDITIONING, INC							

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122249	4/18/2016		3285 BINDER HEATING AND AIR CONDITIONING, INC						Continued...	
		597.50	REPAIR TO HEATER AND BOILER		37892	64314	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>597.50</u>								
122250	4/18/2016		3632 BOLTON & MENK, INC.							
		12,887.50	ENG/DESIGN OAK PARK 3 PLANS		37796	0188381	40432.6371	201608	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		8,736.80	UPRR YARD IMP SAN SEWER		37893	0188380	50606.6530	201515	IMPR OTHER THAN BUILDING	SEWER UTILITY
		<u>21,624.30</u>								
122251	4/18/2016		1125 BONUS BUILDING CARE IN MINNEAPOLIS							
		725.00	LIBRARY		37894	604018002-31	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		<u>725.00</u>								
122252	4/18/2016		6670 BROTHERS FIRE & SECURITY							
		3,826.75	PROJECT 14058 / PAYMENT #6		37949	98683	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		<u>3,826.75</u>								
122253	4/18/2016		6650 CARDMEMBER SERVICE							
		159.95	SOFTWARE SUPPORT		37895	479851004387008 4 4/1/16	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		79.97	SOFTWARE SUPPORT		37895	479851004387008 4 4/1/16	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		79.98	SOFTWARE SUPPORT		37895	479851004387008 4 4/1/16	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		<u>319.90</u>								
122254	4/18/2016		1163 CARGILL, INC.							
		25,356.64	ROAD SALT		37797	2902757257	10320.6225		ROAD SALT	PUBLIC WORKS
		<u>25,356.64</u>								
122255	4/18/2016		2287 CENTURYLINK							
		88.68	WIRELEASE APRIL		37896	612 E12-7172460 4/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE APRIL		37897	612 E12-5630 229 4/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE APRIL		37898	612 E12-5631 630 4/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>308.10</u>								
122256	4/18/2016		1204 COMMERS, AMY							
		47.00	REIMBURSEMENT FOR SPANISH CLAS		37899	3/7/2016	20230.6331		CONFERENCES, TRAINING, TRAVEL	LIBRARY

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122328	4/18/2016		2744 VAN PAPER COMPANY						Continued...	
		388.70	HAND TOWELS/TISSUE/CAN LINERS		37936	381961-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		<u>388.70</u>								
122329	4/18/2016		2751 VERIZON WIRELESS							
		26.02	AIR CARD		37880	9762921548	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		13.57	DUTY WORKER CELL PHONE		37881	9762963382	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		205.15	CONNECT PH#3/17TH TANK/3IPADS		37881	9762963382	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		33.76	POLICE 4G MOBILE		37937	9762590320	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		130.97	ENG IPADS		37937	9762590320	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		92.71	INSP & HOTSPOT		37937	9762590320	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		80.02	IPADS		37937	9762590320	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		<u>582.20</u>								
122330	4/18/2016		2767 W.D. LARSON COMPANIES LTD, INC.							
		19.93	BALDWIN FILTER		37882	B-260820099	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>19.93</u>								
122331	4/18/2016		2788 WATSON COMPANY INC							
		373.34	CANDY FOR RESALE		37938	861831	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		217.17	CANDY FOR RESALE		37939	861622	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		386.07	CANDY FOR RESALE		37940	861396	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		481.75	CANDY FOR RESALE		37941	862035	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>1,458.33</u>								
122332	4/18/2016		6639 WHEELCO BREAK & SUPPLY, INC.							
		56.60	1 INCH ROUND WARNING W S S		37942	5260880018	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>56.60</u>								
122333	4/18/2016		2844 WSB & ASSOC INC							
		6,507.75	KAPOSIALANDING PLANS&SPECS#22		37883	22	40429.6302	201480	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		<u>6,507.75</u>								
122334	4/18/2016		2849 XCEL ENERGY							
		13,459.74	WATER MARCH		37884	496169863	50605.6385		UTILITY SERVICE	WATER UTILITY
		32.39	STREET LIGHT UTILITY FUND		37884	496169863	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		403.23	GAS CHARGES 2/22-3/22/16		37885	494853385	20230.6385		UTILITY SERVICE	LIBRARY
		679.43	ELECTRIC CHARGES 2/22-3/22/16		37885	494853385	20230.6385		UTILITY SERVICE	LIBRARY
		18,898.24	KAPOSIA LANDING ELEC CONNECTIN		37886	494797968	40429.6530	201480	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS
		575.41	#51-00111146886-2		37887	494805064	20280.6430		MISCELLANEOUS	ECON DEV GENERAL
		50.06	#51-0011145314-9		37888	494804946	20289.6430		MISCELLANEOUS	SPECIAL-GRANTS

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122334	4/18/2016	34,098.50	2849 XCEL ENERGY						Continued...	
2016117	4/15/2016	30,695.02	1338 EFTPS		37845	0413161120241	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		29,792.94			37852	0413161120242	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		60,487.96								
2016118	4/15/2016	11,974.97	2013 MINNESOTA REVENUE (C)		37858	0413161120248	10101.2172		STATE WITHHOLDING	GENERAL FUND
		11,974.97								
2016119	4/15/2016	314.72	1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER		37855	0413161120245	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			37856	0413161120246	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		885.09								
2016120	4/15/2016	1,787.50	2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)		37859	0413161120249	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,787.50								
2016121	4/15/2016	3,567.93	2748 VANTAGE POINT TRANSFER (EFT)		37849	04131611202413	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,567.93								
2016122	4/15/2016	48,661.46	2200 PERA		37847	04131611202411	10101.2174		PERA	GENERAL FUND
		48,661.46								
2016123	4/15/2016	230.84	5931 KANSAS PAYMENT CENTER / DK 12 DM 21		37850	04131611202414	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		230.84								
2016124	4/15/2016	1,560.00	6014 US BANK		37851	04131611202415	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,560.00								
2016125	4/7/2016	30.00	6537 FDGL LEASE PAYMENT		37972	160407	10315.6412		CREDIT CARD/ACH/BANK FEE	ENGINEERING
		20.00	CC MACHINE LEASE		37972	160407	10520.6412		CREDIT CARD/ACH/BANK FEE	PARKS ADMINISTRATION
		60.00	CC MACHINE LEASE		37972	160407	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016125	4/7/2016		6537 FDGL LEASE PAYMENT						Continued...	
		10.00	CC MACHINE LEASE		37972	160407	20250.6412		CREDIT CARD/ACH/BANK FEE	CENTRAL SQUARE
		30.00	CC MACHINE LEASE		37972	160407	50600.6412		CREDIT CARD/ACH/BANK FEE	UTILITY ADMINISTRATION
		<u>150.00</u>								
2016126	4/8/2016		1559 HEALTHPARTNERS							
		377.30	HRA REIMBURSEMENT		37973	03/30-04/05/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>377.30</u>								
2016127	4/11/2016		6037 HEALTHPARTNERS-DENTAL							
		1,370.53	DENTAL CLAIMS PAID		37974	03/31-04/06/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>1,370.53</u>								
2016128	4/15/2016		1559 HEALTHPARTNERS							
		554.99	HRA REIMBURSEMENT		37975	04/06-04/12/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>554.99</u>								
2016129	4/18/2016		6037 HEALTHPARTNERS-DENTAL							
		681.38	DENTAL CLAIMS PAID		37976	04/07-04/13/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>681.38</u>								
		<u>1,245,471.06</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	1,113,181.11
EFT Payments	<u>132,289.95</u>
Total Payments	1,245,471.06



City Council Agenda Report

Date:

April 18, 2016

Department:

Parks & Recreation

Administrator:



8-C

Agenda Item: 2016 Kaposia Park Disc Golf Operations Agreement with Municipal Disc Management, LLC

Action to be considered:

Adopt Resolution 2016-79 entering into an Agreement for retail and admission sales at the Kaposia Park Disc Golf Course with Municipal Disc Management, LLC for the 2016 season.

Overview:

With the approval of the 2010 schedule of fees and charges, the Kaposia Park Disc Golf Course transitioned to a “pay to play” format. Noting the new pay structure, the Parks and Recreation Advisory Commission unanimously recommended a Request for Proposal process subsequently resulting in an Agreement with a private vendor to operate a seasonal disc golf pro shop and admission at Kaposia Park.

For the 2015 season, Request for Proposals (RFP) were solicited to operate admission and retail sales on behalf of the city at the Kaposia Park Disc Golf Course. At the conclusion of the process, we received one proposal from Municipal Disc Management, LLC (MDM). The proposal from Municipal Disc Management, LLC was to operate the disc golf admission station at both Kaposia Park and North Valley in Inver Grove Heights and would provide admission and retail sales. An Agreement with MDM was established by both the City of South St. Paul and the City of Inver Grove Heights for the 2015 season. The Parks and Recreation Department was very satisfied with the services provided by MDM for their inaugural 2015 season at Kaposia Park. Their operation benefits our city by providing the resources to collect revenue without any added cost to our city operations or staffing.

Wishing to continue our relationship with MDM, staff has negotiated the 2016 Agreement with MDM to be nearly identical to the 2015 Agreement. The proposed 2016 Agreement has been reviewed by the City Attorney. Highlights of the 2016 Agreement include:

- Municipal Disc Management, LLC will operate from April 30, 2016 to September 2016, seven days a week from 3:00 PM – 7:00 PM Monday – Thursday, Friday – Sunday 11:00 AM – 7:00 PM. Hour and operating season may be adjusted based upon course use.
- Pricing will remain \$30/resident, \$40/non-resident for a season pass and \$5.00/day adult admission. Admission will be free for disc golf players under the age of 18. Anyone 18 years of age or older will be required to pay the standard \$5.00 admission per day.
- The City shall retain 60% of the Net Revenue generated from Admissions Sales including daily admission and annual passes. Municipal Disc Management, LLC will retain all revenue generated from retail sales. Municipal Disc Management, LLC will be responsible for ordering and providing admission and pass materials.
- ***New this season:*** Municipal Disc Management, LLC has launched a website named “Kaposia Pro Shop”: www.kpproshop.com and will be selling season passes on-line. We will be splitting on-line sales revenue between the City of Inver Grove Heights and MDM based upon our reciprocity

agreement for season passes. The City of South St. Paul will receive 30% of all on-line sales for passes, Inver Grove Heights will receive 30% and MDM will retain 40%.

- Municipal Disc Management, LLC will retail from a portable office on site at Kaposia Park and will be responsible for electricity, security, and phone expenses.
- The proposal from Municipal Disc Management, LLC is additionally offering to expand youth disc golf opportunities by creating and operating youth workshops and leagues.

The Parks and Recreation Advisory Commission reviewed the proposal at their April 12th meeting. If the Agreement is approved, MDM will begin operation on Saturday, April 30 at Kaposia Park.

The proposal, Agreement with Municipal Disc Management, LLC for 2016, and Resolution 2016-79 are attached.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-79

**RESOLUTION TO ENTER INTO AN AGREEMENT WITH
MUNICIPAL DISC MANAGEMENT, LLC
FOR DISC GOLF COURSE OPERATIONS AT KAPOSIA PARK**

WHEREAS, in 2010 the Kaposia Park Disc Golf Course transitioned to a “pay to play” format; and

WHEREAS, a Request for Proposal was distributed resulting in the City Council of the City of South St. Paul, Minnesota, entering into an Agreement for retail and admission sales at the Kaposia Park Disc Golf Course for 2010 – 2014 season; and

WHEREAS, for the 2015 season, Request for Proposals (RFP) to operate admission and retail sales on behalf of the city at the Kaposia Park Disc Golf Course; and

WHEREAS, the City of South St. Paul, Minnesota, received one proposal from Municipal Disc Management, LLC to operate the disc golf admission station at both Kaposia Park and North Valley in Inver Grove Heights; and

WHEREAS, an Agreement for retail and admission sales at the Kaposia Park Disc Golf Course for the 2015 season was executed with Municipal Disc Management, LLC. and their performance was satisfactory; and

WHEREAS, Municipal Disc Management, LLC would like to continue admission and retail operation at Kaposia Park for 2016; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, enters into an Agreement for retail and admission sales at the Kaposia Park Disc Golf Course with Municipal Disc Management, LLC for 2016.

Adopted this 18th day of April, 2016.

City Clerk

**DISC GOLF COURSE OPERATIONS AGREEMENT BETWEEN
SOUTH ST. PAUL AND MUNICIPAL DISC MANAGEMENT, LLC**

This Agreement (“Agreement”) made this 18th day of April, 2016 (“Effective Date”) is made between the City of South St. Paul, 125 – Third Ave. North, South St. Paul, Minnesota 55075 (“City”) and Municipal Disc Management, LLC, 9237 13th Ave S, Bloomington, MN 55425 (“MDM”).

RECITALS

WHEREAS, the City of South St. Paul desires to engage the services of MDM to perform certain services at the disc golf course at Kaposia Park in South St. Paul; and

WHEREAS, MDM is experienced in providing such services and is willing to perform such services in exchange for the mutual promises as set forth in this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

**ARTICLE 1
DEFINITIONS**

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

- 1.1 **City.** “City” means the City of South St. Paul, a municipal corporation.
- 1.2 **Net Revenue.** “Net Revenue” means the total revenue for Admissions Sales, Internet Sales or Retail Sales, as applicable less applicable sales tax.
- 1.3 **Disc Golf Course.** “Disc Golf Course” means the disc golf course located at Kaposia Park in South St. Paul, Minnesota.
- 1.4 **Disc Golf Season.** “Disc Golf Season” means Memorial Day through Labor Day.
- 1.5 **MDM.** “MDM” means Municipal Disc Management, LLC, a Minnesota limited liability company.
- 1.6 **Admissions Sales.** “Admissions Sales” shall mean all sales generated from season passes, daily admissions, special events and tournaments at the Disc Golf Course or at Central Square.
- 1.7 **Internet Sales.** “Internet Sales” shall mean all sales generated from season passes sold through the Kaposia Pro Shop website: www.kpproshop.com.
- 1.8 **Retail Sales.** “Retail Sales” shall mean all sales generated from concessions (food and beverages), discs, apparel, accessories, bags, professional lessons, and miscellaneous supplies for sale or rent and that are sold at the Disc Golf Course that are related to disc golf.

- 1.9 **Central Square.** “Central Square” shall mean Central Square Community Center, 100 – 7th Avenue North, South St. Paul, Minnesota, in which the South St. Paul Parks and Recreation Department is located.

ARTICLE 2

TERM

- 2.1 The Term of the Agreement shall be for one (1) year, commencing on the Effective Date of this Agreement and terminating one (1) year thereafter.
- 2.2 This Agreement shall automatically renew for additional one-year terms for up to five (5) years under the same terms and conditions set forth in this Agreement, unless either party gives written notice of its intent not to renew to the other party at least 60 days prior to the end of the initial term or any subsequent renewal term.

ARTICLE 3

FEEES

- 3.1 MDM and the City shall collect, deposit and retain an accurate accounting for all Net Revenue each party generates from Admission Sales, Internet Sales and Retail Sales for the Disc Golf Course.
- 3.2 All Net Revenue shall be divided between the City and MDM as follows:
- 3.2.1 The City shall retain 60% of the Net Revenue generated from Admissions Sales and 30% of the Net Revenue generated from Internet Sales.
 - 3.2.2 MDM shall retain 40% of the Net Revenue generated from Admissions Sales and from Internet Sales. MDM shall retain 100% of the Net Revenue generated from Retail Sales.
- 3.3 By the 15th of each month, MDM shall prepare an accounting of all Net Revenue it collected during the preceding month and submit the accounting to the City’s Finance Director.
- 3.4 Within 15 days after the accounting is received, the City shall provide a statement to MDM that:
- 3.4.1 Accounts for the Net Revenue the City collected during the preceding month;
 - 3.4.2 Provides the total Net Revenue generated by both parties for the preceding month;
 - 3.4.3 Determines the Net Revenue sharing due each party pursuant to Section 3.2; and
 - 3.4.4 Includes any payment due to MDM for MDM’s portion of the Net Revenue sharing.

- 3.5 If payment is due to the City pursuant to Section 3.2, MDM shall remit payment to the City within 15 days after it receives the statement from the City.

**ARTICLE 4
DUTIES AND RESPONSIBILITIES**

- 4.1 MDM agrees to provide its own personnel and to perform the promises and services as described on Exhibit A, attached hereto and incorporated herein, as well as other services as agreed to by the parties, from time to time, in writing.
- 4.2 City agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties, from time to time, in writing.

**ARTICLE 5
INSURANCE**

- 5.1 During the term of this Agreement, MDM shall maintain in full force and affect the insurance coverages as required below.
- 5.1.1 Commercial General Liability Insurance with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. Such policy shall add the City as an additional insured; and
- 5.1.2 Worker's Compensation insurance as required by law.
- 5.2 MDM shall provide the City with a certificate of insurance for the policies required in this Agreement.

**ARTICLE 6
INDEMNIFICATION AND IMMUNITIES**

- 6.1 Each party shall save and protect, hold harmless, indemnify and defend each other and each other's officers and employees, against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses, including all reasonable attorney's fees, arising from, or allegedly arising from, or resulting directly or indirectly from each indemnifying parties' own professional errors and omissions and/or negligent or willful acts or omissions, in the performance of this Agreement.
- 6.2 Nothing in this Agreement shall be deemed a waiver by the City of any statutory liability limits or immunities set forth in Minnesota Statutes, Chapter 466.

- 8.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 8.6 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.
- 8.7 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.

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

CITY OF SOUTH ST. PAUL

Municipal Disc Management, LLC

Beth A. Baumann, Mayor

By: _____
Its: _____

Christy Wilcox, City Clerk

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF MDM

1. Operate Admissions Sales, Internet Sales, and Retail Sales for the Disc Golf Course during the Disc Golf Season to standards that are acceptable to both parties, utilizing its own personnel for the operations. MDM will be solely responsible for hiring the personnel it deems appropriate for successful operations.
2. Be responsible for all operating expenses related to the Admissions Sales, Internet Sales, and Retail Sales, including, but not limited to employee costs, credit card fees, inventory and related expenses.
3. Maintain Disc Golf Course operating hours and provide at least the same number of hours as in previous years. The Disc Golf Season opening date and Disc Golf Season duration at Kaposia Park will be consistent with MDM's 2016 contractual obligation at North Valley disc golf course in Inver Grove Heights.
4. During the Disc Golf Season, be responsible for the collection of Admissions Sales and Retail Sales that occur at the Disc Golf Course.
5. Install and use a retail structure to conduct the services required in this Agreement as outlined in its Proposal for Disc Golf Admission and Retail Sales dated March 9, 2015 and obtain all appropriate permits and licenses to operate such structure at the Disc Golf Course.
6. Assume the on-going responsibility for the following:
 - a. Installation and payment for any utilities such as phones and electricity for the temporary building;
 - b. Properly stocking the temporary building to be able to perform Admissions Sales and Retail Sales to the reasonable satisfaction of the City in order to provide quality service;
 - c. Notify the City of any issues related to the Disc Golf Course maintenance, patron misconduct or other issues related to the Disc Golf Course; and
 - d. Daily cleaning of the temporary building and any outdoor seating areas immediately adjacent to the access to the Disc Golf Course.
7. Accommodate the City's needs for use of the Disc Golf Course outside of daily Disc Golf Course hours, providing appropriate staffing and personnel to perform the Admissions Sales and Retail Sales during special events, such as league and tournament play. City

shall use its best efforts to notify MDM in advance of special events for which additional Disc Golf Course hours will be needed.

8. Order, purchase and provide all admission supplies, including the annual “bag tag” passes and the daily wristbands. A supply of annual passes shall be provided to the City in order for the City to conduct Admissions Sales at Central Square.
9. Promote and collect funds for Admissions Sales pursuant to the Disc Golf Course fees established by the City Council.
10. Cooperate with the City on management and operational decisions related to the Disc Golf Course during the term of this Agreement.

EXHIBIT B

DUTIES AND RESPONSIBILITIES OF CITY

1. Endeavor to maintain and improve the Disc Golf Course to continue its reputation as a leading Disc Golf Course and have City Staff available to MDM staff on a regular basis.
2. Assume the on-going cost for the following:
 - a. Property insurance; and
 - b. Property upkeep.
3. Promote and collect funds for Admissions Sales at Central Square pursuant to the Disc Golf Course fees established by the City Council.
4. Provide MDM with all relevant program materials, policies and procedures so that it may provide quality service.
5. Allow MDM to display temporary advertising signage at the Disc Golf Course promoting MDM, pursuant to City Code.
6. Publish and include MDM information in all appropriate summer brochures and on the City's website.
7. Give MDM a right of first refusal on any other retail vendor who requests to conduct Retail Sales at the Disc Golf Course. Such right of first refusal shall expire if not exercised within 30 days after the City has notified MDM of the new vendor's request. The City retains the right to approve food and beverage concession and catering operations directly associated with the rental of the Kaposia Park shelter or pavilion building.



CITY COUNCIL AGENDA REPORT

DATE: April 18, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPK

8-D

AGENDA ITEM: Declare Certain City Property Surplus and Approve Sale-Abandoned Bicycles

ACTION TO BE CONSIDERED:

Adopt Resolution 2016 – 062 declaring certain City property as surplus and approving sale-abandoned bicycles.

OVERVIEW:

City Code 2-1 outlines the procedure for the sale of unclaimed or abandoned property. In addition to a general sale, the Chief of Police, at his or her discretion, may dispose of unclaimed property by a private sale through a non-profit organization that has a significant mission of community service. The sale through a non-profit corporation may be for nominal consideration.

Each year, the Police Department Property Manager performs an audit of bicycles recovered or abandoned throughout the year. As a result of the audit, thirty-four (34) recovered or abandoned bicycles have been identified as not being reported stolen or lost, and have saleable value. They are, therefore, eligible to be disposed of according to City Code. Boy Scout Troop Number 99 has expressed interest in claiming these bicycles for a troop project. Deb Griffith, SSP City Community Affairs Liaison, is working with Boy Scout Troop Number 99 relating to the transfer of this property. Their project plan outlines a date to be determined where they will offer, for sale to the public at a price they feel is fair, each of the bicycles. Additionally, Boy Scout Troop Number 99 plans to donate 10% of their profits to the City. The remaining revenue generated from the sale will be used to help support various troop outings. The remaining bicycles will be destroyed and/or disposed of.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-062

**RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND APPROVING
SALE**

WHEREAS, through an internal audit, the Police Department has identified sixty-eight (68) recovered or abandoned bicycles, the ownership of which could not be determined. They are, therefore, eligible for disposal.

WHEREAS, Boy Scout Troop Number 99 has expressed interest in claiming the undamaged bicycles for a troop project. Their project plan outlines a date to be determined where they will offer, for sale to the public at a price they feel is fair, each of the bicycles.

WHEREAS, Boy Scout Troop Number 99 plans to donate 10% of their profits to the City. The remaining revenue generated from the sale will be used to help support various troop outings.

NOW, THEREFORE, BE IT RESOLVED: the recovered or abandoned bicycles to be transferred to Boy Scout Troop Number 99 for a troop project and all other bicycles listed below are to be destroyed and/or disposed of;

2016 Bicycle Donation

CASE #	DESCRIPTION
15003317	Chaos FS20 Lime Green BMX – Serial # G131200U18
15002334	Mongoose R1348TG Orange Mountain Bike – Serial # SNFSD15DF0158
15002257	Huffy Timberline Brown – Serial # 112
15001902	Magna Orange BMX – Serial # 81026920100930
15001359	Mongoose Blue BMX – Serial # SNFSD14HM1389
15003413	Gary Fisher Marlin Green Mtn Bike – Serial # GBI4128 C35EN133
15003226	Univega 303 Rover Black Mtn Bike – Serial # AD9D01008
15003426	Magna Fugitive Blue Mtn bike – Serial # 97td729462
15003100-1	Schwinn SX2000 Purple Mtn bike – Serial # SNIDC06D09767
15001984	Trek Antelope Red Mtn bike – Serial # t9jb63911
15003100-4	Mongoose XR75 Red BMX – Serial # SNFSD09F64220
15001588	DBX Illusion White Mtn bike – No Serial #
15001273	Giant Cypress Black Road bike – Serial # C41G3146
15001081	Next Chaos Green BMX – Serial # G1443015964
15001005	Centurion Lemans RS Black Road Bike – Serial # N4P5943
15001262	Huffy Red Mtn bike – Serial # 56862T35312A
15003105	Diamondback 7800 Red BMX – Serial # aca09d012912
15003100-3	Next Pretty-In-Pink BMX – Serial # SL93607636
15003092	Raleigh Horizon Teal Mtn Bike – Serial # 820053342
15003099	Magna Ripclaw Grey BMX – Serial # DJGI488806

15002355	Magna Black/Yellow BMX – No Serial #
15002407	Bridgestone Gray Road Bike – Serial # 6014069
15001254	Mongoose XR75 Red/Silver Mtn bike – Serial # SNFSD09BD587
15002298	Next Wipeout Black BMX – Serial # DWGJ015951
15003543	Aspen Ridge Black Mtn Bike – Serial # 0960402109
15003776	Huffy Pink/Purple/White BMX – No Serial #
15003076	Hyper Spinner Black BMX – Serial # DM1410007338
15002805-1	GT Pro-Performer Purple BMX – Serial # tc98d5119
15002805-2	Tony Hawk Freestyle White BMX – Serial # SL03454159
15002178	Giant Nutra Black Mtn Bike – Serial # GZ014938
15002489	Magma BMX White/Gray/Black – Serial # DJFF017124
15003127	Schwinn yellow BMX – Serial # SNALL10H28436
14003088	Next Avalon Black/White Road bike – Serial # GS130308548
15001784	AMX Lowrider yellow BMX – Serial # ACB07D022873

2016 Bicycle Disposal

CASE #	DESCRIPTION
15000687-2	Blue 22 inch Mtn Bike – No Serial #
15003411-2	Murray Rock Canyon red Mtn bike – Serial # 2684332
15001114-2	Schwinn S1411TR blue/white/pink BMX – Serial # SNFSD07B
15001784	AMX Lowrider yellow BMX – Serial # ACB07D022873
15001687	Next Turbo gold/green BMX – Serial # 87555659
15003411-1	Unknown orange BMX – Serial # G13085720
15001854	Huffy Digital blue Mtn bike – No Serial #
15002799	Huffy Crater red/black BMX – Serial # SNHE7055M8577
15002081	Haro TR2.2 blue Mtn Bike – Serial # 2CI2E0062
16001044	Mongoose XR75 red/black Mtn – Serial # FSD09EM2327
15001258	Raleigh Eclipse red Mtn bike – No Serial #
15001577	Unknown make/model green BMX – No Serial #
15001114-3	Unknown Make/Model pink BMX – No Serial #
15001114-4	Hello Kitty pink/purple BMX – Serial # SNFSD10B68800
15002804	Mongoose Exile black Mtn bike – Serial # snhua04I51956
15001114-6	Magna pink/blue BMX – No Serial #
15001114-5	Unknown Make/Model pink BMX – No Serial #
15001985-2	Huffy black Mtn bike – No Serial #
15001901	Smith & Wesson Tactician grey Mtn bike – Serial # AL10F003906
15003100-2	Huffy 625 black road bike – Serial # 80097HUFFY27925
15002067	Unknown make/model black BMX – Serial # EA121105493
15001985	Magna Great Divide blue Mtn bike – Serial # DJEH143940
15002298-1	Next Free Fall red/silver BMX – Serial # DJCH025542
16000745	Unknown make/model black BMX – No Serial #
15001885	Mongoose Ledge white MTN bike – Serial # SNFSD13DB8998
15001628	Huffy Stone Mountain black Mtn bike – Serial # K10501048574
15002287	Giant blue Mtn bike – Serial # 83524160
15001114-1	Razor E100 blue electric scooter – Serial # 1002200305040062212

15002258	Next Power Climber silver/teal Mtn bike – Serial # SL03483130
15002538	Jazz Latitude red Mtn bike – Serial # 1230804551
14003094	Tony Hawk white/orange BMX – Serial # sl03479969
15000877	Next red BMX – No Serial #
15001621-1	Next Chaos green BMX – Serial # GS060706656
15001621-2	Pacific maroon BMX – Serial # HH0497644

Adopted this 18th day of April, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPK

8-E

AGENDA ITEM: Approve Joint Powers Agreement - State of Minnesota - Bureau of Criminal Apprehension

ACTION TO BE CONSIDERED:

Adopt Resolution 2016 – 61 to approve Master Joint Powers Agreement with Minnesota Department of Public Safety and approve and amend State of Minnesota Bureau of Criminal Apprehension CJDN Subscriber Agreement.

OVERVIEW:

The Minnesota Bureau of Criminal Apprehension (BCA) provides a criminal justice communication network which is a benefit to all criminal justice agencies. Currently, the South St. Paul Police Department has an agreement with the BCA for access to the Criminal Justice Data Network (CJDN). CJDN maintains databases providing information relating to missing persons, stolen property, wanted persons, predatory offenders and criminal history records. Law enforcement, as a profession, supports a common goal; seeking new technology and applications. As this happens, there is an increasing need for multiple agreements with a single agency such as the BCA. The BCA is now implementing a Master JPA allowing access to current information databases as well as those which may be available in the future. Having such communications allows law enforcement officers to access data to perform their duties effectively and efficiently.

Attached to this communication is a copy of the Joint Powers Agreement. This JPA has been reviewed and approved by the City Attorney.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-061

Resolution Approving State of Minnesota Joint Powers Agreements with the City of South St. Paul on behalf of its City Prosecuting Attorney and Police Department

WHEREAS, the City of South St. Paul on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's Criminal Justice Data Network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of South St. Paul on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Chief of Police, William Messerich, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Lead Prosecutor for Campbell Knutson, P.A., Elliott B. Knetsch, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Beth Baumann, the Mayor for the City of South St. Paul, and Christy Wilcox, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 18th day of April, 2016.

City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of South St. Paul on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 107120, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of South St. Paul on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Six Hundred Thirty Dollars (\$630.00) or a total annual cost of Two Thousand Five Hundred Twenty Dollars (\$2,520.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief William Messerich, 125 3rd Avenue N, South St. Paul, MN 55075, (651) 554-3300, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.
The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____



CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Airport

ADMINISTRATOR: _____

SPK

8-F

AGENDA ITEM: Approving Land Lease at Fleming Field with Michael Hinz

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-63 Approving Land Lease at the Fleming Field Airport with Michael Hinz.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for the Lot 1, Block 2, Airport Rearrangement 3rd Addition, also known as 1901 Southgate Lane in the East Hangar Area, with Michael Hinz on the approved lease form.

The lease is a non-commercial lease that does not allow for an aviation business to operate on the property, but will allow for Michael Hinz 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. 2016-63

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH MICHAEL HINZ**

WHEREAS, The City Council has reviewed and considered a Lease for Lot 1, Block 2, Airport Rearrangement 3rd Addition (the "Lease");

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

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

Adopted this 18th day of April, 2016.

City Clerk

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

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

AND

MICHAEL HINZ

[Tenant]

INDEX TO LEASE AGREEMENT

[Non – Commercial]

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4	Rent
5	Use of Leased Premises
6	Conduct of Operations
7	Tenant's Commitment to Construction of Building
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Exhibit A	Rent Schedule
Exhibit B	Building Standards Policy
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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of April 5, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **Michael Hinz** (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 LEASE

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

Lot 1, Block 2, Airport Rearrangement 3rd Addition

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **6,683** 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 1st day of January, 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") beginning in the second year of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as set forth in the attached Rent schedule on Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant's particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the First Extended Term or the Second Extended Term.

SECTION 5
USE OF LEASED PREMISES

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

Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent

Other (specify) _____

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

SECTION 6
CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and

subject to such usage charges as may be established by Landlord.

- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

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

the necessary authorities any building or other permits that may be required;

- (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8 **BUILDING MAINTENANCE**

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

SECTION 9 **INSURANCE**

9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or

damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

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

SECTION 10
INDEMNIFICATION

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

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

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

SECTION 12
SERVICES AND UTILITIES

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

SECTION 13
TENANT'S FINANCING

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

Premises and keeps any improvements in good order and repair; and

- (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

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

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

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is

a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.

- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
 - (ii) The proposed assignee or sublessee is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and
 - (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.
- 15.5 If Tenant desires to assign the Lease, Tenant shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16
QUIET ENJOYMENT

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

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

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

SECTION 18
DEFAULT BY TENANT

- 18.1 The following shall constitute a default by Tenant:
- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
 - (ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days

after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.

- (iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
 - (iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten (10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.
 - (v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
 - (vi) Tenant is adjudicated bankrupt;
 - (vii) A receiver or trustee of Tenant's property is appointed by any Court;
 - (viii) Tenant makes a general assignment for the benefit of creditors;
 - (ix) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
 - (x) The Leased Premises is abandoned for a period of thirty (30) days.
- 18.2 In the event of any default, in addition to any other remedies available to Landlord at law or equity, Landlord shall have the following rights:
- (i) Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Leased Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the Rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Lease, and in the event of such re-entry Landlord may seek the collection of the Rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorney's fees; and
 - (ii) Landlord shall further have all other rights and remedies including injunctive relief,

ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.

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

- (i) Retain any payment(s) made by Tenant as provided in Section 4 [*for Rent*] prior to the termination of this Lease.
- (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

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

SECTION 20
LEGAL COSTS

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

SECTION 21
LIEN ON TENANT'S PROPERTY

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

SECTION 22
CONDEMNATION

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

SECTION 23
DESTRUCTION OF LEASED PREMISES

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

to the other party.

SECTION 24
LEASE AMENDMENTS

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

SECTION 25
BINDING ON SUCCESSORS

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27
AIRCRAFT REGISTRATION

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

SECTION 28
APRON AND TAXIWAY

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other

areas, Landlord may require Tenant to pay the amount resulting from the following formula:

- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
- (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
- (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;
- (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29 **SIGNS**

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

SECTION 30 **AVIATION FUEL**

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

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

- 31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be

prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

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

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a)."

SECTION 32
HAZARDOUS SUBSTANCES

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

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

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

32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord’s sole discretion.

32.3 As used in this Lease, the term “hazardous substances” is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.

32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or

submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33
GENERAL PROVISIONS

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.
- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.
- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34
NOTICES

- 34.1 All notices or communications required or permitted by this Lease must be written and

may be given personally 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: Michael Hinz
4264 Woodlane Drive
Woodbury, MN 55129

651-459-3890
michaelhinz@msn.com

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

SECTION 35
DATA PRACTICES ACT

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

SECTION 36
ENTIRE AGREEMENT

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

SECTION 37
CAPTIONS; TABLE OF CONTENTS

The table of contents and the captions of the various sections of this Lease are for

convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or of any part or parts of this Lease.

SECTION 38
COUNTERPARTS

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

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

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

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

use of the Airport.

SECTION 44
FORCE MAJEURE

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

SECTION 45
NON-DISCRIMINATION

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

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

SECTION 46
SEVERABILITY

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
Michael Hinz

By: _____
Name: Beth Baumann
Title: Mayor

By: _____
Name: Michael Hinz

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 Michael Hinz.

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	\$1,764.31
January 1, 2018 – December 31, 2018	\$0.272	\$1,817.78
January 1, 2019 – December 31, 2019	\$0.280	\$1,871.24
January 1, 2020 – December 31, 2020	\$0.288	\$1,924.70
January 1, 2021 – December 31, 2021	\$0.297	\$1,984.85
January 1, 2022 – December 31, 2022	\$0.306	\$2,045.00
January 1, 2023 – December 31, 2023	\$0.315	\$2,105.15
January 1, 2024 – December 31, 2024	\$0.324	\$2,165.29
January 1, 2025 – December 31, 2025	\$0.334	\$2,232.12
January 1, 2026 – December 31, 2026	\$0.344	\$2,298.95

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: APRIL 18, 2016

DEPARTMENT: Airport

ADMINISTRATOR: _____

JPK

8-G

AGENDA ITEM: Approving Land Lease at Fleming Field with Olibeau Aire, LLC

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-64 Approving Land Lease at the Fleming Field Airport with Olibeau Aire, LLC.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease for The East 60 Feet of Lot 2, Block 14, Airport Rearrangement, also known as 283 Gulf Lane in the East Hangar Area, with Olibeau Aire, LLC on the approved lease form.

The lease is a non-commercial lease that does not allow for an aviation business to operate on the property, but will allow for Olibeau Aire, LLC 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. 2016-64

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH OLIBEAU AIRE, LLC**

WHEREAS, The City Council has reviewed and considered a Lease for The East 60 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 18th day of April, 2016.

City Clerk

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

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

AND

OLIBEAU AIRE, LLC

[Tenant]

INDEX TO LEASE AGREEMENT

[Non – Commercial]

<u>Section</u>	<u>Heading</u>
1	Lease
2	Lease Term
3	Lease Renewal
4	Rent
5	Use of Leased Premises
6	Conduct of Operations
7	Tenant's Commitment to Construction of Building
8	Building Maintenance
9	Insurance
10	Indemnification
11	Payment of Taxes and Other Charges
12	Service and Utilities
13	Tenant's Financing
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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of ____ day of _____, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **Olibeau Aire, LLC, a Delaware 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:

The East 60 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 **4,200** total square feet.

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

SECTION 2 LEASE TERM

The term of this Lease (“Term”) shall be ten (10) years commencing on 1st day of January, 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") beginning in the second year of the Lease Term and each year thereafter by three percent (3%) each year for the duration of the Lease Term as set forth in the attached Rent schedule on Exhibit A, attached hereto and incorporated herein by reference. At the commencement of any Extended Lease Term, the Annual Rent shall be adjusted upward to the highest rental rate for the Tenant's particular type of tenancy. Thereafter, the Annual Rent shall be increased by three percent (3%) each year for the duration of the First Extended Term or the Second Extended Term.

SECTION 5
USE OF LEASED PREMISES

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

Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent

Other (specify) _____

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

SECTION 6
CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and

subject to such usage charges as may be established by Landlord.

- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

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

the necessary authorities any building or other permits that may be required;

- (ii) Do or cause the work to be done in a good and workmanlike manner and to be completed within the required time and in conformity with such building codes, zoning ordinances and regulations and orders of any lawful authority applicable to the Airport;
- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8 **BUILDING MAINTENANCE**

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

SECTION 9 **INSURANCE**

9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or

damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

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

SECTION 10
INDEMNIFICATION

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

SECTION 11
PAYMENT OF TAXES AND OTHER CHARGES

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

SECTION 12
SERVICES AND UTILITIES

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

SECTION 13
TENANT'S FINANCING

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

Premises and keeps any improvements in good order and repair; and

- (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

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

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

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is

a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.

15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:

- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;
- (ii) The proposed assignee or sublessee is creditworthy considering the obligations to be assumed under the Lease;
- (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
- (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
- (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and
- (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
- (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.

15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.

15.5 If Tenant desires to assign the Lease, Tenant shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16
QUIET ENJOYMENT

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

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

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

SECTION 18
DEFAULT BY TENANT

- 18.1 The following shall constitute a default by Tenant:
- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
 - (ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days

after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.

- (iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
- (iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to the Tenant and without giving the Tenant the ten (10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.
- (v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (vi) Tenant is adjudicated bankrupt;
- (vii) A receiver or trustee of Tenant's property is appointed by any Court;
- (viii) Tenant makes a general assignment for the benefit of creditors;
- (ix) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (x) The Leased Premises is abandoned for a period of thirty (30) days.

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

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

ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorney's fees arising from or attributable to any such breach.

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

- (i) Retain any payment(s) made by Tenant as provided in Section 4 *[[for Rent]]* prior to the termination of this Lease.
- (ii) Recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
- (iii) Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Leased Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
- (iv) Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Leased Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at the stated rate of interest payable under any first mortgage or deed of trust on the Property or one (1) percent per annum over the discount rate of the Federal Reserve Bank of Minneapolis, whichever is less) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Leased Premises over the remainder of the Term; and
- (v) Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

SECTION 19
WAIVER

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

SECTION 20
LEGAL COSTS

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

SECTION 21
LIEN ON TENANT'S PROPERTY

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

SECTION 22
CONDEMNATION

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

SECTION 23
DESTRUCTION OF LEASED PREMISES

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

to the other party.

SECTION 24
LEASE AMENDMENTS

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

SECTION 25
BINDING ON SUCCESSORS

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27
AIRCRAFT REGISTRATION

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

SECTION 28
APRON AND TAXIWAY

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other

areas, Landlord may require Tenant to pay the amount resulting from the following formula:

- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
- (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
- (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;
- (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29 **SIGNS**

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

SECTION 30 **AVIATION FUEL**

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

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

31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be

prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

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

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport;
 - (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
- (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a)."

SECTION 32
HAZARDOUS SUBSTANCES

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

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

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

32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord’s sole discretion.

32.3 As used in this Lease, the term “hazardous substances” is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.

32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or

submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33
GENERAL PROVISIONS

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.
- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.
- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34
NOTICES

- 34.1 All notices or communications required or permitted by this Lease must be written and

may be given personally 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: Olibeau Aire, LLC
C/O Michael Gilliland
9901 Dellridge Road
Bloomington, MN 55425

612-817-1231
mgillilandre@gmail.com

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

SECTION 35 **DATA PRACTICES ACT**

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

SECTION 36 **ENTIRE AGREEMENT**

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

SECTION 37 **CAPTIONS; TABLE OF CONTENTS**

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

SECTION 38
COUNTERPARTS

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41
MEMORANDUM OF LEASE

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

SECTION 42
THIRD PARTY BENEFICIARIES

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

SECTION 43
COMPLIANCE WITH LAWS AND REGULATIONS

Tenant shall comply with all laws of the United States the State of Minnesota and with all ordinances, rules, regulations and orders of any of the foregoing, and of any department thereof. Tenant shall comply with all ordinances, rules and regulations of Landlord relating to the Leased

Premises and with respect to control of ground and air traffic, aircraft operations and the general use of the Airport.

SECTION 44
FORCE MAJEURE

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

SECTION 45
NON-DISCRIMINATION

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

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

SECTION 46
SEVERABILITY

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANT:
OLIBEAU AIRE, LLC

By: _____
Name: Beth Baumann
Title: Mayor

By: _____
Name: Michael Gilliland
Title: Manager

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
[Corporation]**

COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by **Michael Gilliland of Olibeau Aire, LLC, a Delaware limited liability company.**

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

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

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

Order 5190.5A – AGL-600)

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

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

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

Notes

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



CITY COUNCIL AGENDA REPORT

DATE: April 18, 2016

DEPARTMENT: Police

ADMINISTRATOR: JPK

8-H

AGENDA ITEM: Accept Donation from Plaisted Dairy Queens

ACTION TO BE CONSIDERED:

Adopt Resolution 2016 – 065 to accept a donation of \$500 to the City of South St. Paul from Plaisted Dairy Queens.

OVERVIEW:

Plaisted Dairy Queens is a family owned business operating several Dairy Queen Franchise locations including the Dairy Queen located at 602 Southview Boulevard in South St. Paul. As a way to give back to the community, Plaisted Dairy Queens is donating \$500 to the Police Department. The Police Department intends to use the funds to purchase needed equipment/technology.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-065

Accept Donation from Plaisted Dairy Queens

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

WHEREAS, Plaisted Dairy Queens is donating \$500 to the City to be used by the Police Department.

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

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

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

Adopted this 18th day of April, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: April 18, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPK

8-I

AGENDA ITEM: Accept Donation from Dakota Victim Offender Panel

ACTION TO BE CONSIDERED:

Adopt Resolution 2016 – 066 to accept a donation of \$2,500 to the City of South St. Paul from Dakota Victim Offender Panel.

OVERVIEW:

Each year the Dakota Victim Offender Panel selects a Dakota County police department and offers a reimbursement grant for a police department expenditure. The panel is able to generate funds when a DWI offender is required by the courts to pay a fee for attending a panel impact discussion. Among other victim needs, the Dakota Victim Offender Panel is concerned about unsafe driving conduct, including road-rage incidents and impaired drivers. This year, the Dakota Victim Offender Panel has selected the South St. Paul Police Department to receive \$2,500 to assist the Police Department in purchasing new firearms. The Police Department has already purchased the firearms and has submitted invoices to the Dakota Victim Impact Panel.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-066

Accept Donation from Dakota Victim Offender Panel

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

WHEREAS, The Dakota Victim Offender Panel is donating \$2,500 to the City to be used by the Police Department.

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

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

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

Adopted this 18th day of April, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: April 18, 2016

DEPARTMENT: Finance

ADMINISTRATOR: SP15

8-J

AGENDA ITEM: Designating Depositories for 2016

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-68 designating the City's Depositories for 2016.

OVERVIEW:

Minnesota State Law [118.01] requires that the governing body designate official depositories. The City Code [205.01, Subd. 4] also specifies that the Council designate depositories of City funds at its biennial organizational meeting.

Banking – For many years, the City has been doing banking business with three banks [Bremer Bank, N.A.; MidWestOne Bank (formerly Central) and Wells Fargo Bank, N.A.] The City uses Bremer Bank extensively for City Hall location deposits and payroll disbursements. MidWestOne Bank has primarily been used to handle swimming pool deposits in the summer and starting in 2014 has been used for Bond Proceeds. Wells Fargo Bank has been utilized for processing of wires, electronic deposits and accounts payable checks.

Investments – The City has been doing its investment business with Morgan Stanley and Wells Fargo for many years under the guidance of the City's Investment Policy.

The services are satisfactory and finance wishes to continue doing investment business with these brokers and depositories for 2016.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

Resolution No. 2016-68 Designating City Depositories for 2016

WHEREAS, the City of South St. Paul is required by Minnesota statutes to designate qualified institutions as depositories for City funds; and

WHEREAS, the following qualified institutions are willing and able to pledge collateral in an amount and form sufficient to satisfy legal requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, that Bremer Bank, N.A.; Wells Fargo Bank Minnesota, N.A.; MidWestOne Bank (formerly Central Bank), and Morgan Stanley LLC are hereby designated as depositories for the funds of the City of South St. Paul.

BE IT FURTHER RESOLVED that the holding banks for the collateral pledged by the banks noted above shall be approved by the Finance Director.

Adopted this 18th day of April, 2016.

City Clerk



City Council Agenda Report
Date: April 18, 2016
Department: Community Affairs
Administrator: JPK

8K

Agenda Item: Acceptance of Gifts to the City of South St. Paul from Youth Service America (YSA) for the 2016 All Aboard the 55075 Food Drive Express

Action to be considered:

Adopt Resolution # 2016-69 to accept a donation from Youth Service America (YSA) in the amount of \$800 for the 2016 All Aboard the 55075 Food Drive Express Campaign.

Overview:

The South St. Paul Mayor's Youth Task Force applied for and received grants to be used for facilitate the 2016 All Aboard the 55075 Food Drive Express from Youth Service America.

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

Source of Funds:

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

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-69
RESOLUTION ACCEPTING FUNDS
FOR THE 2016 55075 FOOD DRIVE EXPRESS CAMPAIGN

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

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

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

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
YSA Youth Service America	\$400.00	2016 Food Drive
YSA Youth Service America	\$400.00	2016 HF SSP

Adopted this 18th day of April 2016

City Clerk



City Council Agenda Report

Date: April 18, 2016

Department: Community Affairs

Administrator: SPK

8L

Agenda Item: Acceptance of Gifts to the City of South St. Paul from WE DAY for the We Volunteer Now Project in the amount of \$250.

Action to be considered:

Adopt Resolution #2016-70 to accept donation for the 2016 We Volunteer Now Project in the amount of \$250.00.

Overview:

The South St. Paul Mayor's Youth Task Force applied for and received a grant to be used for facilitate the 2016 We Volunteer Now Project from WE DAY. This is in the form of a Visa Gift card. The We Volunteer Now Project will be linking youth with the Seniors at the John Carroll and nan McKay buildings.

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

Source of Funds:

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

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-70
RESOLUTION ACCEPTING FUNDS
FOR THE WE VOLUNTEER NOW PROJECT

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

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

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

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
WE DAY	\$250.00	We Volunteer Now

Adopted this 18th day of April 2016

City Clerk



City Council Agenda Report

Date: April 18, 2016
Department: Community Affairs
Administrator: SPK

8M

Agenda Item: Acceptance of Gifts to the City of South St. Paul from GenerationOn for the 2016 All Aboard the 55075 Food Drive Express

Action to be considered:

Adopt Resolution #2016-71 to accept a donation from GenerationOn in the amount of \$250 for the 2016 All Aboard the 55075 Food Drive Express Campaign.

Overview:

The South St. Paul Mayor's Youth Task Force applied for and received a grant to be used for facilitate the 2016 All Aboard the 55075 Food Drive Express from GenerationOn. This is in the form of a Visa Gift card.

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

Source of Funds:

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

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-71
RESOLUTION ACCEPTING FUNDS
FOR THE 2016 55075 FOOD DRIVE EXPRESS CAMPAIGN

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

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

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

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose(s)</u>
GenerationOn	\$250.00	55075 Food Drive Express

Adopted this 18th day of April 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-N

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 also requires that all licenses be approved by the City Council prior to issuance.

SOURCE OF FUNDS:

N/A

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

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
9884	Jerry's Hair Fashion	00005146	Beauty Shop	A	05/31/2017	1317 Thompson Ave	
14360	Mattie's Lanes, Inc.	00005253	Bowling Alley	A	05/31/2017	365 Concord St N	
14360	Mattie's Lanes, Inc.	00005227	Entertainment	A	05/31/2017	365 Concord St N	
14575	Vision SDS Hospitality, LLC	00005216	Entertainment	A	05/31/2017	701 Concord St S	
14575	Vision SDS Hospitality, LLC	00005217	Hotel	A	05/31/2017	701 Concord St S	
14546	Brent Williams	00005246	Housing Evaluator	A	05/31/2017		
14431	Steppingstone Massage, LLC	00005229	Massage Therapy	A	05/31/2017	201 Concord Exchange	
14738	Level Up Games	00005276	Mechanical Amusement	A	05/31/2017	207 13th Ave S	
14360	Mattie's Lanes, Inc.	00005181	Mechanical Amusement	A	05/31/2017	365 Concord St N	
14360	Mattie's Lanes, Inc.	00005182	Mechanical Music (Juke	A	05/31/2017	365 Concord St N	
9915	River Country Cooperative	00005167	Petroleum Dealer	A	05/31/2017	1180 Concord St N	dba SuperAmerica 4808
9915	River Country Cooperative	00005353	Petroleum Dealer	A	05/31/2017	417 Concord St N	dba Jiffy Mart
14360	Mattie's Lanes, Inc.	00005183	Pool Table	A	05/31/2017	365 Concord St N	
13608	David Heinicke	00004428	Rental Housing	A	05/31/2017	767 10th Ave N	
12295	Windsor Properties Of MN, LLC	00004430	Rental Housing	A	05/31/2017	106 10th Ave S	
13984	Patricia V. McCormick	00004436	Rental Housing	A	05/31/2017	318 10th Ave S	
12293	Anthony J. Wicke	00004441	Rental Housing	A	05/31/2017	457-459 10th Ave S	
11918	Robert E. Bray	00004452	Rental Housing	A	05/31/2017	551 11th Ave N	
11918	Robert E. Bray	00004454	Rental Housing	A	05/31/2017	621 11th Ave N	
14632	Jeff & Stephanie Gallagher	00005138	Rental Housing	A	05/31/2017	236 11th Ave S	
14473	Jesse Lake	00004468	Rental Housing	A	05/31/2017	136 12th Ave N	
11918	Robert E. Bray	00004471	Rental Housing	A	05/31/2017	314 12th Ave N	
11909	Kryzer Apartments, LLC	00004476	Rental Housing	A	05/31/2017	449 12th Ave N	

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

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
11921	Scott-Carver-Dakota Cap	00004477	Rental Housing	A	05/31/2017	541 12th Ave N	
11989	DMU1 Properties, LLC	00004483	Rental Housing	A	05/31/2017	708-710 12th Ave N	
11983	Michael E. Cassidy	00004484	Rental Housing	A	05/31/2017	728 12th Ave N	
14484	Tom Parnell	00004486	Rental Housing	A	05/31/2017	115 12th Ave S	
11832	Julie A. Martinez	00004488	Rental Housing	A	05/31/2017	136 12th Ave S	
14484	Tom Parnell	00004495	Rental Housing	A	05/31/2017	138 13th Ave N	
12110	Jason Schmitt	00004496	Rental Housing	A	05/31/2017	614 13th Ave N	
13385	Jaymes P. Bezdicek	00004501	Rental Housing	A	05/31/2017	258 13th Ave S	
14524	Jeena Maharjan	00005028	Rental Housing	A	05/31/2017	546-548 14th Ave N	
12110	Jason Schmitt	00004506	Rental Housing	A	05/31/2017	602 14th Ave N	
14751	Reinaldo Cintron	00005286	Rental Housing	A	05/31/2017	353 14th Ave S	
14886	Christopher Boline	00005393	Rental Housing	A	05/31/2017	629 15th Ave N	
14594	Hafner Estates	00005070	Rental Housing	A	05/31/2017	1000 16th Ave N	
12455	Mary D. Kubes, Trustee	00004533	Rental Housing	A	05/31/2017	221-223 17th Ave N	
14484	Tom Parnell	00005292	Rental Housing	A	05/31/2017	436 17th Ave N	
14419	Randy Petrosfke	00004535	Rental Housing	A	05/31/2017	448 17th Ave N	
14474	Arlyn Knudsen	00004536	Rental Housing	A	05/31/2017	516 17th Ave N	
14461	Heidi Ziegler	00004537	Rental Housing	A	05/31/2017	545 17th Ave N	
14684	Mary Jo DeRusha	00005123	Rental Housing	A	05/31/2017	915 18th Ave N	
14889	Jesus & Carmen Sanchez	00005396	Rental Housing	A	05/31/2017	155-157 18th Ave S	
13422	Michael Olson	00004554	Rental Housing	A	05/31/2017	938 19th Ave N	
12244	Lynn & Ron Schardt	00004555	Rental Housing	A	05/31/2017	120 19th Ave S	
12121	Warren J. Bauerfeld	00004558	Rental Housing	A	05/31/2017	234 1st Ave S	
13613	Richard A. Pavlasek	00004559	Rental Housing	A	05/31/2017	246 1st Ave S	
12172	Climb Theatre, Inc.	00004563	Rental Housing	A	05/31/2017	326 1st Ave S	
12293	Anthony J. Wicke	00004579	Rental Housing	A	05/31/2017	614 1st Ave S	
9923	PNA Zagloba Society, Inc. 1033	00004582	Rental Housing	A	05/31/2017	622 1st Ave S	
12064	James L. Lang	00004585	Rental Housing	A	05/31/2017	704-706 1st Ave S	
12061	Dale G Wobbe	00004588	Rental Housing	A	05/31/2017	715 1st Ave S	
14419	Randy Petrosfke	00005019	Rental Housing	A	05/31/2017	749 1st Ave S	
12270	James J. Slemec	00004595	Rental Housing	A	05/31/2017	933-935 20th Ave N	
12021	Xuan V. Ngo	00004608	Rental Housing	A	05/31/2017	814 22nd Ave N	
14734	BAB Investments	00005272	Rental Housing	A	05/31/2017	208 2nd Ave S	

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

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
12040	Jeffrey J. Metzen	00004620	Rental Housing	A	05/31/2017	228-230 2nd Ave S	
13246	K.I.S. Property Management, LLC	00004639	Rental Housing	A	05/31/2017	432 2nd Ave S	
13981	Roy Ralph Cerny	00004641	Rental Housing	A	05/31/2017	501 2nd Ave S	
11918	Robert E. Bray	00004663	Rental Housing	A	05/31/2017	423 3rd Ave S	
11918	Robert E. Bray	00004664	Rental Housing	A	05/31/2017	424 3rd Ave S	
12113	Bretoi Properties	00004668	Rental Housing	A	05/31/2017	504 3rd Ave S	
14150	Grant Pylkas	00004675	Rental Housing	A	05/31/2017	629 3rd Ave S	
11918	Robert E. Bray	00005121	Rental Housing	A	05/31/2017	637 3rd Ave S	
14501	Pelican Properties, LLC	00004676	Rental Housing	A	05/31/2017	645 3rd Ave S	
14832	Greystone Investments, LLC	00005333	Rental Housing	A	05/31/2017	315 3rd St N	
14813	Scott R. Morris	00005284	Rental Housing	A	05/31/2017	236 4th Ave N	
14883	Floyd Unruh	00005375	Rental Housing	A	05/31/2017	206 4th Ave S	
11943	Christina M. Schlemmer	00004693	Rental Housing	A	05/31/2017	247-249 4th Ave S	
13455	Thomas E. Murr	00004697	Rental Housing	A	05/31/2017	422 4th Ave S	
11989	DMU1 Properties, LLC	00004698	Rental Housing	A	05/31/2017	445 4th Ave S	
14893	Marie E. Winterburn	00005407	Rental Housing	A	05/31/2017	645 4th Ave S	
12034	Top One Properties, LLC	00004735	Rental Housing	A	05/31/2017	1136 5th Ave S	
11909	Kryzer Apartments, LLC	00004737	Rental Housing	A	05/31/2017	1450 5th Ave S	
11900	Jeremy J. Millinczek	00004713	Rental Housing	A	05/31/2017	343 5th Ave S	
14780	Jodi Edwards-Miller	00005348	Rental Housing	A	05/31/2017	453 5th Ave S	
14489	John Gutzmann	00004724	Rental Housing	A	05/31/2017	648 5th Ave S	
14813	Scott R. Morris	00005324	Rental Housing	A	05/31/2017	900 5th Ave S	
11908	David Properties, Inc.	00004734	Rental Housing	A	05/31/2017	940 5th Ave S	
14878	Loel Lowary	00005365	Rental Housing	A	05/31/2017	210 6th Ave N	
14851	Daniel J. Stewart	00005349	Rental Housing	A	05/31/2017	1059 6th Ave S	Supportive Services/GRH2
14619	Samir Girgius & Awatif Botros	00005347	Rental Housing	A	05/31/2017	1336 6th Ave S	
14888	Kevin P. Todd	00005395	Rental Housing	A	05/31/2016	148 6th Ave S	
14887	Gina Delmedico	00005394	Rental Housing	A	05/31/2017	524-526 6th Ave S	
11293	Jamie Markfort	00004746	Rental Housing	A	05/31/2017	557 6th Ave S	
14419	Randy Petrosfke	00004747	Rental Housing	A	05/31/2017	645 6th Ave S	
14803	Seidl Properties, LLC	00005313	Rental Housing	A	05/31/2017	943 6th Ave S	
11836	LJT Holdings, LLC	00004772	Rental Housing	A	05/31/2017	1037-1039 7th Ave S	
14471	Brian Marcouiller	00004767	Rental Housing	A	05/31/2017	605 7th Ave S	

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

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
14804	Tyler Jensen	00005314	Rental Housing	A	05/31/2017	702 7th Ave S	
13614	James A. Weinzettel	00004769	Rental Housing	A	05/31/2017	801 7th Ave S	
13726	Brian Lulloff	00004770	Rental Housing	A	05/31/2017	843 7th Ave S	
11968	Greg J. Trombley	00004797	Rental Housing	A	05/31/2017	1150 8th Ave S	
13254	S.Scott Property Management	00004798	Rental Housing	A	05/31/2017	1211 8th Ave S	
12318	Jack L. Barron	00004801	Rental Housing	A	05/31/2017	1237-1239 8th Ave S	
14555	Kyle Wicks	00005037	Rental Housing	A	05/31/2017	1243-1245 8th Ave S	
11969	Gregory E. Rogers	00004802	Rental Housing	A	05/31/2017	1406-1408 8th Ave S	
13539	Joseph K. Illetschko	00004803	Rental Housing	A	05/31/2017	1410-1412 8th Ave S	
14459	Steven Stoll	00004831	Rental Housing	A	05/31/2017	252 Ash St E	
12937	Abbott Properties	00004842	Rental Housing	A	05/31/2017	2102 Bromley St	
13616	JCJ Rental Properties, Inc.	00004848	Rental Housing	A	05/31/2017	202 Buron Ln	
14520	Han Le	00005022	Rental Housing	A	05/31/2017	403 Camber Ave	
12329	Terrence L. Eggum	00004861	Rental Housing	A	05/31/2017	1002 Central Ave	
12045	James P. Hayes	00004862	Rental Housing	A	05/31/2017	609-611 Concord Pl	
12330	MPJ Properties, LLC	00004866	Rental Housing	A	05/31/2017	1009 Concord St N	
14515	DAR Services of MN, LLP	00004875	Rental Housing	A	05/31/2017	1101 Dale Pl	
14515	DAR Services of MN, LLP	00004876	Rental Housing	A	05/31/2017	1115 Dale Pl	
14515	DAR Services of MN, LLP	00005018	Rental Housing	A	05/31/2017	1129-1131 Dale Pl	
13616	JCJ Rental Properties, Inc.	00004878	Rental Housing	A	05/31/2017	1135-1137 Dale Pl	
14892	Marcia Stone	00005406	Rental Housing	A	05/31/2017	218 Douglas St W	
13470	Debra Lynn Fergus	00004882	Rental Housing	A	05/31/2017	138 Dwane St	
14484	Tom Parnell	00005318	Rental Housing	A	05/31/2017	1328 Eldridge Ave	
13515	Joseph Gullerud	00004898	Rental Housing	A	05/31/2017	156 Frost St E	
14845	Aaron Haglund	00005342	Rental Housing	A	05/31/2017	150 Frost St W	
11797	Dennis G. Janssen	00004899	Rental Housing	A	05/31/2017	229 Frost St W	
13455	Thomas E. Murr	00004903	Rental Housing	A	05/31/2017	221 Grand Ave W 105	
14266	Joseph M. Mondry	00004904	Rental Housing	A	05/31/2017	221 Grand Ave W 109	
14891	Sheri A. Kremer	00005405	Rental Housing	A	05/31/2017	1571 Lincoln Park Dr	
11828	William J. Millinczek & Kay	00004942	Rental Housing	A	05/31/2017	253-255 Park St W	
14842	Rene Beau Heidelberg	00005339	Rental Housing	A	05/31/2017	244 Poplar St W	
12345	Roger Felton	00004947	Rental Housing	A	05/31/2017	109 Richmond St W	
13991	Michael T. Krivak	00004950	Rental Housing	A	05/31/2017	244 Richmond St W	

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

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
12004	Legacy Enterprises, LLC	00004959	Rental Housing	A	05/31/2017	1516 Southview Blvd	
12457	Kari Thurmer	00004964	Rental Housing	A	05/31/2017	1801 Southview Blvd	
12127	Ronald & Tammy Brummund	00004965	Rental Housing	A	05/31/2017	1810 Southview Blvd	
12363	Waterford Green Ltd Partnership	00004967	Rental Housing	A	05/31/2017	2200 Southview Blvd	
1491	Barbara Matthews	00004970	Rental Housing	A	05/31/2017	215 Spruce St E	
13996	Jordan Anderson	00004975	Rental Housing	A	05/31/2017	543 Star Lane	
13612	Daniel Tri	00004979	Rental Housing	A	05/31/2017	665-667 Stewart Ave	
14607	Karissa Klingberg	00005083	Rental Housing	A	05/31/2017	1103 Thompson Ave	
11998	Dakota County CDA	00004983	Rental Housing	A	05/31/2017	1350 Thompson Ave	
11998	Dakota County CDA	00004985	Rental Housing	A	05/31/2017	1720 Thompson Ave	
12019	Mark C. Grondahl	00004991	Rental Housing	A	05/31/2017	961-963 Warner Ave	
12352	Kevin F. Malani	00005006	Rental Housing	A	05/31/2017	1603 Willis Ave	
11716	Sunlight Restaurant, LLC	00005215	Restaurant	A	05/31/2017	100 7th Ave S	
14360	Mattie's Lanes, Inc.	00005226	Restaurant	A	05/31/2017	365 Concord St N	
14568	El Nuevo 7 Mares LLC	00005250	Restaurant	A	05/31/2017	600 Concord St N	
14575	Vision SDS Hospitality, LLC	00005255	Restaurant	A	05/31/2017	701 Concord St S	
10004	South St. Paul Rod & Gun Club,	00005188	Restaurant	A	05/31/2017	600 Gun Club Rd	
10005	T & T Galley, Inc.	00005189	Restaurant	A	05/31/2017	901 Southview Blvd	

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

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
9884	Jerry's Hair Fashion	00005146	Beauty Shop	A	05/31/2017	1317 Thompson Ave	
14360	Mattie's Lanes, Inc.	00005253	Bowling Alley	A	05/31/2017	365 Concord St N	
14360	Mattie's Lanes, Inc.	00005227	Entertainment	A	05/31/2017	365 Concord St N	
14575	Vision SDS Hospitality, LLC	00005216	Entertainment	A	05/31/2017	701 Concord St S	
14575	Vision SDS Hospitality, LLC	00005217	Hotel	A	05/31/2017	701 Concord St S	
14546	Brent Williams	00005246	Housing Evaluator	A	05/31/2017		
14431	Steppingstone Massage, LLC	00005229	Massage Therapy	A	05/31/2017	201 Concord Exchange	
14738	Level Up Games	00005276	Mechanical Amusement	A	05/31/2017	207 13th Ave S	
14360	Mattie's Lanes, Inc.	00005181	Mechanical Amusement	A	05/31/2017	365 Concord St N	
14360	Mattie's Lanes, Inc.	00005182	Mechanical Music (Juke	A	05/31/2017	365 Concord St N	
9915	River Country Cooperative	00005167	Petroleum Dealer	A	05/31/2017	1180 Concord St N	dba SuperAmerica 4808
9915	River Country Cooperative	00005353	Petroleum Dealer	A	05/31/2017	417 Concord St N	dba Jiffy Mart
14360	Mattie's Lanes, Inc.	00005183	Pool Table	A	05/31/2017	365 Concord St N	
13608	David Heinicke	00004428	Rental Housing	A	05/31/2017	767 10th Ave N	
12295	Windsor Properties Of MN, LLC	00004430	Rental Housing	A	05/31/2017	106 10th Ave S	
13984	Patricia V. McCormick	00004436	Rental Housing	A	05/31/2017	318 10th Ave S	
12293	Anthony J. Wicke	00004441	Rental Housing	A	05/31/2017	457-459 10th Ave S	
11918	Robert E. Bray	00004452	Rental Housing	A	05/31/2017	551 11th Ave N	
11918	Robert E. Bray	00004454	Rental Housing	A	05/31/2017	621 11th Ave N	
14632	Jeff & Stephanie Gallagher	00005138	Rental Housing	A	05/31/2017	236 11th Ave S	
14473	Jesse Lake	00004468	Rental Housing	A	05/31/2017	136 12th Ave N	
11918	Robert E. Bray	00004471	Rental Housing	A	05/31/2017	314 12th Ave N	
11909	Kryzer Apartments, LLC	00004476	Rental Housing	A	05/31/2017	449 12th Ave N	



City Council Agenda Report

Date: April 18, 2016

Department: Licensing & Code Enforcement Division

Administrator: 

8 - 0

Agenda Item: Lawful Gambling Exemption – Neighbors, Inc.

Action to be considered:

Motion to adopt Resolution No. 2016-72, concurring with the issuance of a Lawful Gambling Exemption for Neighbors, Inc.

Overview:

A request has been received from Neighbors, Inc. 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 1, 2016, to be held at On The Road Again, 901 Southview Boulevard.

Source of Funds:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-72

**RESOLUTION CONCURRING WITH THE ISSUANCE OF A
LAWFUL GAMBLING EXEMPTION FOR
NEIGHBORS, INC.**

WHEREAS, Neighbors, Inc. has made application to the Gambling Control Board to hold a lawful gambling exempt activity on October 1, 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 Neighbors, Inc. to be held on October 1, 2016, at On The Road Again, 901 Southview Boulevard, South St. Paul, Minnesota, and hereby waives the 30 day waiting period.

Adopted this 18th day of April, 2016.

City Clerk

MINNESOTA LAWFUL GAMBLING
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: Neighbors, Inc. Previous Gambling Permit Number: X-36644-15-007

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-1360294

Mailing Address: 222 Grand Avenue W

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

Name of Chief Executive Officer (CEO): John Kemp

Daytime Phone: 651-455-5000 Email: john@neighborsmn.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 Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 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): Southview Blvd

Address (do not use P.O. box): 901 Southview Blvd

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

Date(s) of activity (for raffles, indicate the date of the drawing): Saturday, October 1, 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: \$3,000.00)

* **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)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>South St. Paul</u></p> <p>Signature of City Personnel: <u>Shirley Johnson</u></p> <p>Title: <u>Deputy City Clerk</u> Date: <u>4/08/2016</u></p>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	
<p>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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>	

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: John C. [Signature] Date: 4/8/16
(Signature must be CEO's signature; designee may not sign)

Print Name: John C. [Name]

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>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.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> 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.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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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 COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Airport

ADMINISTRATOR: _____ *SPK*

8-P

AGENDA ITEM: Approving Assignment of Lease (207 Alpha Lane) at the Fleming Field Airport to ARJ Properties, LLC.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-73 Approving Assignment of Lease at the Fleming Field Airport to ARJ Properties, LLC.

Overview:

The City Council is required to approve the transfer of leases at the airport. Donald C. and Susan M. McDonald entered into a Lease with the City of South St. Paul on January 17, 1995 for Lot 4, Block 8, Outlot C, Airport Rearrangement, also known as 207 Alpha Lane, at the South St. Paul Municipal Airport. On January 14, 2014, the Mr. and Mrs. McDonald exercised their right to extend the lease for an additional 10 years through December 2024. On the effective date of May 18, 2015, the lease was assigned to the Trust Agreement of Donald and Susan McDonald.

Now, Mr. and Mrs. McDonald, the trustees, wish to assign the tenants interests in the Lease to ARJ Properties, LLC. The Assignee will assume the rights and obligations of the Lessee. ARJ Properties, LLC intends to use the hangar as for maintenance the storage of aircraft in connection with a flight school.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-73

**APPROVING ASSIGNMENT OF AIRPORT LEASE TO
ARJ PROPERTIES, LLC**

WHEREAS, the City Council has reviewed and considered an assignment of the assignee's interest in that certain ground lease between, the Trustees of the Donald and Susan McDonald Trust, as assignor, and ARJ Properties, LLC, assignee, with regard to the following described property:

Lot 4, Block 8, Outlot C, Airport Rearrangement

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

Adopted this 18th day of April, 2016.

City Clerk

BILL OF SALE

KNOW ALL BY THESE PRESENTS, That **DONALD C. MCDONALD and SUSAN M. MCDONALD, TRUSTEES OF THE DONALD AND SUSAN MCDONALD TRUST AGREEMENT**, of the County of Dakota and State of Minnesota, **Grantor**, in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged do hereby Grant, Bargain, Sell and Convey unto **ARJ PROPERTIES, LLC**, a Minnesota limited liability company, **Grantee**, forever, the following described Property, to-wit:

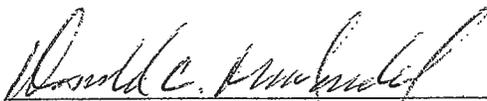
- (a) Airplane Hangar located at 1620 Henry Avenue, South St. Paul, Minnesota and on real estate described as Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement

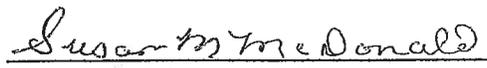
- (b) Airplane Hangar located at 207 Alpha Lane, South St. Paul, Minnesota and on real estate described as Lot 4, Block 8, Outlot C, Airport Rearrangement

TO HAVE AND TO HOLD THE SAME, and Grantors covenant and warrant to Grantee that Grantors are the lawful owners of the property and have good right to transfer the same as aforesaid; that the same are free from all encumbrances,

IN TESTIMONY WHEREOF, the Grantors have hereunto set his hand effective the 1st day of April, 2016.

DONALD AND SUSAN MCDONALD TRUST

By: 
Donald C. McDonald, Trustee

By: 
Susan M. McDonald, Trustee

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

The foregoing Bill of Sale was executed on this 1st day of April, 2016, by Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan Trust Agreement, who, being personally known by me, did acknowledge that they executed the same as their free act and deed.

C. Rothhoff

Notary



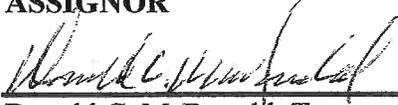
ASSIGNMENT OF LEASE

We, Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan McDonald Trust, ("Assignors"), hereby grant, assign, transfer and convey to ARJ Properties, LLC, a Minnesota limited liability company ("Assignee"), all of their rights under that certain lease agreement by and between the City of South St. Paul, Minnesota as Lessor and Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan McDonald Trust as Lessee, dated October 3, 1994 and assigned to Lessees by Assignment dated May 18, 2015. The Lease Agreement relates to the airplane hangar located at 1620 Henry Avenue, South St. Paul, Minnesota located on real estate described as:

Lot 3 and the Southerly 44.84' of Lot 2, Block 7, Outlot C, Airport Rearrangement

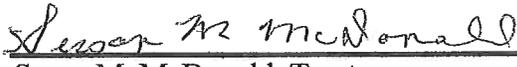
The Assignment is effective as of April 1, 2016.

ASSIGNOR



Donald C. McDonald, Trustee

ASSIGNOR



Susan M. McDonald, Trustee

ACCEPTANCE OF ASSIGNMENT

Randy Schoephoerter, President of ARJ Properties, LLC, a Minnesota limited liability company, do hereby accept on behalf of the Company the Assignment of Lease referred to herein and all of the rights and obligations associated therewith, as of April 1, 2016.

ASSIGNEE:

ARJ PROPERTIES, LLC

By: 

Randy Schoephoerter, President

CONSENT OF LESSOR TO ASSIGNMENT

The City of South St. Paul, Minnesota, Lessor in the referenced Lease hereby consents to the Assignment by Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan McDonald Trust to ARJ Properties, LLC, a Minnesota limited liability company, as Assignee, including the terms and conditions thereof and the separate transfer of the hangar structure itself to Assignee, by separate Bill of Sale dated April 1, 2016.

CITY OF SOUTH ST. PAUL

By: _____
Its Mayor, and

By: _____
Its City Clerk



CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-Q

AGENDA ITEM: Approving Assignment of Lease (1620 Henry Avenue) at the Fleming Field Airport to ARJ Properties, LLC.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-74 Approving Assignment of Lease at the Fleming Field Airport to ARJ Properties, LLC.

Overview:

The City Council is required to approve the transfer of leases at the airport. Donald C. and Susan M. McDonald entered into a Lease with the City of South St. Paul on October 3, 1994 for Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement, also known as 1620 Henry Avenue, at the South St. Paul Municipal Airport. On May 9, 2014, Mr. and Mrs. McDonald exercised their right to extend the lease for an additional 10 years through October 2024. On the effective date of May 18, 2015, the lease was assigned to the Trust Agreement of Donald and Susan McDonald.

Now, Mr. and Mrs. McDonald, the trustees, wish to assign the tenants interests in the Lease to ARJ Properties, LLC. The Assignee will assume the rights and obligations of the Lessee. ARJ Properties, LLC intends to use the hangar as for maintenance the storage of aircraft in connection with a flight school.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-74

**APPROVING ASSIGNMENT OF AIRPORT LEASE TO
ARJ PROPERTIES, LLC**

WHEREAS, the City Council has reviewed and considered an assignment of the assignee's interest in that certain ground lease between, the Trustees of the Donald and Susan McDonald Trust, as assignor, and ARJ Properties, LLC, assignee, with regard to the following described property:

Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement

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

Adopted this 18th day of April, 2016.

City Clerk

BILL OF SALE

KNOW ALL BY THESE PRESENTS, That **DONALD C. MCDONALD and SUSAN M. MCDONALD, TRUSTEES OF THE DONALD AND SUSAN MCDONALD TRUST AGREEMENT**, of the County of Dakota and State of Minnesota, **Grantor**, in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged do hereby Grant, Bargain, Sell and Convey unto **ARJ PROPERTIES, LLC**, a Minnesota limited liability company, **Grantee**, forever, the following described Property, to-wit:

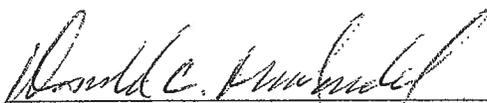
- (a) Airplane Hangar located at 1620 Henry Avenue, South St. Paul, Minnesota and on real estate described as Lot 3 and the Southerly 44.84 feet of Lot 2, Block 7, Outlot C, Airport Rearrangement

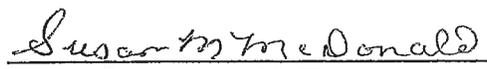
- (b) Airplane Hangar located at 207 Alpha Lane, South St. Paul, Minnesota and on real estate described as Lot 4, Block 8, Outlot C, Airport Rearrangement

TO HAVE AND TO HOLD THE SAME, and Grantors covenant and warrant to Grantee that Grantors are the lawful owners of the property and have good right to transfer the same as aforesaid; that the same are free from all encumbrances,

IN TESTIMONY WHEREOF, the Grantors have hereunto set his hand effective the 1st day of April, 2016.

DONALD AND SUSAN MCDONALD TRUST

By: 
Donald C. McDonald, Trustee

By: 
Susan M. McDonald, Trustee

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

The foregoing Bill of Sale was executed on this 1st day of April, 2016, by Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan Trust Agreement, who, being personally known by me, did acknowledge that they executed the same as their free act and deed.

C. Rothoff

Notary



ASSIGNMENT OF LEASE

We, Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan McDonald Trust, ("Assignors"), hereby grant, assign, transfer and convey to ARJ Properties, LLC, a Minnesota limited liability company ("Assignee"), all of their rights under that certain lease agreement by and between the City of South St. Paul, Minnesota as Lessor and Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan McDonald Trust as Lessee, dated January 17, 1995 and assigned to Lessees by Assignment dated May 18, 2015. The Lease Agreement relates to the airplane hangar located at 207 Alpha Lane, South St. Paul, Minnesota located on real estate described as:

Lot 4, Block 8, Outlot C, Airport Rearrangement

The Assignment is effective as of April 1, 2016.

ASSIGNOR



Donald C. McDonald, Trustee

ASSIGNOR



Susan M. McDonald, Trustee

ACCEPTANCE OF ASSIGNMENT

Randy Schoephoerter, President of ARJ Properties, LLC, a Minnesota limited liability company, does hereby accept on behalf of the Company the Assignment of Lease referred to herein and all of the rights and obligations associated therewith, as of April 1, 2016.

ASSIGNEE:

ARJ PROPETIES, LLC

By: 

Randy Schoephoerter, President

CONSENT OF LESSOR TO ASSIGNMENT

The City of South St. Paul, Minnesota, Lessor in the referenced Lease hereby consents to the Assignment by Donald C. McDonald and Susan M. McDonald, Trustees of the Donald and Susan McDonald Trust to ARJ Properties, LLC, a Minnesota limited liability company, as Assignee, including the terms and conditions thereof and the separate transfer of the hangar structure itself to Assignee, by separate Bill of Sale dated April 1, 2016.

CITY OF SOUTH ST. PAUL

By: _____
Its Mayor, and

By: _____
Its City Clerk



City Council Agenda Report

Date: April 18, 2016

Department: IT

Administrator: JPK

8-R

Agenda Item: Purchase of a Replacement Security Cameras

Action to be considered:

Authorize the purchase of replacement security cameras for City Hall.

Overview:

The current security cameras are poor quality and do not provide adequate coverage of the building. Replacement cameras will require new wiring as well as additional licenses for the Police department's video server.

Total cost for cameras, wiring and additional licenses is \$15,000.

Source of Funds:

Equipment Replacement Fund



CITY COUNCIL AGENDA REPORT

DATE: April 18, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPK

8-S

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

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-075 declaring certain City property as surplus and authorizing disposal or sale of surplus property.

OVERVIEW:

The Police Department is in the process of replacing rifles assigned to the members of the tactical team (Dakota County Mutual Aid Assistance Group). Two of the current rifles in use were purchased in the late 1980/1990s and not similar to the weapons currently used by our patrol staff. The new rifles will be similar to those used by our patrol officers making weapon familiarization, training and maintenance easier for our officers. The vendor for the new rifles has agreed to take the old rifles in trade at fair market value. Additionally, when the Department transitioned to new handguns, we had a surplus of ammunition which we no longer need. We are working with the vendor to take the surplus ammunition on trade as well. A list of surplus equipment is included in the resolution.

The attached resolution 2016-075 authorizes the City of South St. Paul Police Department to dispose of the surplus property or sell the property per City policy with the proceeds from any sale to be used to purchase necessary equipment for the Police Department.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016- 075

**RESOLUTION DECLARING CERTAIN CITY PROPERTY SURPLUS AND
APPROVING DISPOSAL OR SALE**

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

WHEREAS, the proceeds from any sale are to be used to purchase necessary equipment for the Police Department;

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

Heckler Koch MP-5 Rifle (9mm)	Serial # 62-366197
Heckler Koch MP-5 Rifle (9mm)	Serial # 688-77
3000 rounds of Winchester Ranger 40 caliber 180 grain duty ammo	
2500 rounds of Winchester FMJ 40 caliber 180 grain practice ammo	

Adopted this 18th day of April, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: April 18, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: _____ *SPK*

8-T

AGENDA ITEM: Engineering Services Agreement with WSB for Construction Surveying

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-67 APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY AND WSB & ASSOCIATES, INC. FOR 2016 CONSTRUCTION SURVEYING.

OVERVIEW:

On March 21, 2015, the City Council accepted the bids and awarded the Oak Park Street Rehabilitation Phase 3 project and approved the plans and specifications for the 2016 Mill & Overlay and Bituminous Removal and Replacement project (Resolution Nos. 2016-49, 2016-52). These projects will require construction survey staking in order for the contractors to complete their work. Staff is proposing to utilize consulting engineering services due to limited staffing availability.

Staff solicited 2-person survey crew rates for the 2016 construction season. Of the consulting firm billing rates that was received, WSB & Associates, Inc. had the lowest hourly cost and the highest staff satisfaction for construction surveying over the last several years. WSB & Associates, Inc., has provided a not to exceed quote of \$22,500 for these services, which staff believes is both reasonable and comparable give the scope and complexity of the project delivery.

Staff recommends awarding the contract to WSB & Associates, Inc., for construction survey staking for the 2016 for the Oak Park Street Phase 3 Rehabilitation and the 2016 Mill & Overlay and Bituminous Removal & Replacement projects in an amount not to exceed \$22,500. Attached is an engineering services agreement with WSB for this work.

SOURCE OF FUNDS:

Engineering Professional Services

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-67

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY AND WSB & ASSOCIATES, INC.
FOR 2016 CONSTRUCTION SURVEYING**

WHEREAS, the City Council has reviewed and considered an Engineering Agreement between the City and WSB & Associates, Inc., for 2016 Construction Surveying and related matters (the “Agreement”);

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

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

Adopted this 18th day of April, 2016.

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of April, 2016, by and between the City of South St. Paul, 125 – 3rd Avenue North, South St. Paul, Minnesota 55075, ("City") and WSB, 701 Xenia Ave. So., Suite 300, Minneapolis, 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 performing certain professional Services ("Services"), on an hourly basis at the rates and for the services as defined in the following documents:

- i. WSB Scope of Services and 2016 Rate Schedule, incorporated herein as Exhibit 1;

(Hereinafter "Exhibits.")

- b. Consultant covenants and agrees to provide on an hourly basis a 2-man survey crew to be used as necessary during the 2016 construction season 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.

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 Chris Hartzell, City Engineer, 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 Helder
Survey Group Coordinator, Technical Associate
d: 763-287-7159
c: 612-363-6952

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: Chris Hartzell, City Engineer

Or e-mailed: chartzell@southstpaul.org

If to Consultant: WSB
 701 Xenia Ave. So., Suite 300
 Mpls., MN 55416
 Pete Helder

Or emailed: phelder@wsbeng.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.

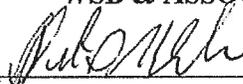
- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

- 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

WSB & ASSOCIATES, INC.

By: Beth Baumann, Mayor
 Date: _____

By: 
 Date: Pete Heider / Associate

4/3/16

By: Christy Wilcox, City Clerk
 Date: _____



April 13, 2016

Chris Hartzell, PE
City Engineer

RE: Proposal for Surveying Services

Dear Mr. Hartzell:

On behalf of WSB & Associates, Inc., I am very pleased to respond to your request for proposal for surveying services.

It is our understanding that you are looking for a cost estimate for construction staking services for the Oak Park Streets project in South St Paul, City Project Number 2016-008 and the Watermain project on Kraft and Anthony - WSB will provide the following for staking these projects on an **hourly not to exceed** price of the following.

- Oak Park Streets \$19,000.00
- Watermain on Kraft \$3,500.00
- **TOTAL COST \$22,500.00**

We are available to start on this work as needed, and we thank you for considering WSB & Associates, Inc. for your surveying needs. We are looking forward to working with you on this project. If you have any questions regarding this proposal please contact me at 763-287-7159.

If you are in agreement with the terms as outlined above, please sign where indicated below and return one copy to our office.

Sincerely,

By _____

WSB & Associates, Inc.

Title _____

Pete Helder
Survey Group Coordinator

Date _____

EXHIBIT 1



2016 Rate Schedule

2016 RATE SCHEDULE

	Billing Rate/Hour
Principal	\$158
Associate / Senior Project Manager	\$137 \$147 \$158
Project Manager	\$121 \$127 \$133
Project Engineer	\$104 \$112 \$121 \$127 \$133
Graduate Engineer	\$80 \$85 \$92 \$98
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$109 \$118 \$125 \$133 \$138
Landscape Architect / Planner / GIS Specialist	\$66 \$74 \$81 \$89 \$99 \$104
Engineering Specialist / Senior Environmental Scientist	\$90 \$98 \$105 \$112 \$121 \$130
Engineering Technician / Environmental Scientist	\$52 \$60 \$67 \$74 \$79 \$85
Construction Observer	\$87 \$94 \$99 \$105 \$110
Coring Crew	
One-Person Crew	\$162
Two-Person Crew	\$238
Survey Crew	
One-Person Crew	\$132
Two-Person Crew	\$164
Three-Person Crew	\$184
Underwater Inspection Dive Team	\$460
Office Technician	\$42 \$65 \$75 \$85
<p>Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.</p> <p>Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.</p> <p>Rate Schedule is adjusted annually.</p> <p>Multiple rates illustrate the varying levels of experience within each category.</p>	





CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Airport

ADMINISTRATOR: _____

JPK

8-U

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 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.

The current business and tenant, Abtec Helicopters, LLC, is being purchased by J.M. Mac Holdings, LLC, a Wisconsin limited liability company. The anticipated closing date between the two entities is May 1, 2016. At the request of the attorney representing J.M. Mac Holdings, LLC, this lease would be executed by the new tenant at the time of closing upon approval from the South St. Paul City Council. The lease will be fully executed by the Mayor and City Clerk contingent upon the a Bill of Sale and the successful closing between Abtec Helicopters, LLC and J.M. Mac Holdings, LLC.

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 for 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 contingent upon a Bill of Sale and the successful closing between Abtec Helicopters, LLC and J.M. Mac Holdings, LLC.
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 18th day of April, 2016.

City Clerk

**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

<u>Section</u>	<u>Heading</u>	<u>Page</u>
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6	Conduct of Operations	
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19	Waiver	
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26	Commitments to Federal or State Agencies	
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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 ____ 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 **10,020** 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 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 May 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 May 1st of each year shall result in a late fee equal to \$50 or five percent (5%) of the Rent due, whichever is greater, per month for each month that the Rent is late. Nothing in this paragraph shall be interpreted as a waiver of any of the Landlord's rights on the Tenant's default pursuant to any other provision of this Lease.

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

SECTION 5
USE OF LEASED PREMISES

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

Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
 Flying for charter or hire
 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: 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

TENANT:
J.M. MAC HOLDINGS, LLC

By: _____
Name: Beth Baumann
Title: Mayor

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

STATE OF MINNESOTA)

) ss.

Tenant Acknowledgment

COUNTY OF DAKOTA)

[Company]

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

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, 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)

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: April 14, 2016

Department: Community Affairs/Planning

Administrator: SPK

8V

Agenda Item: Resolution authorizing the City of South St. Paul to participate in the Minnesota GreenStep Cities Program.

Action to be considered:

Adopt Resolution #2016-76 authorizing the City of South St. Paul to participate in the Minnesota GreenStep Cities Program.

Overview:

At the April 11, 2016 City Council Worksession, Diana McKeown, the Outreach Coordinator for the Minnesota GreenStep Cities was invited to present information and answer any questions the Council had concerning the City of South St. Paul participating in the Minnesota Greenstep Cities program.

What is Minnesota GreenStep Cities? Minnesota GreenStep Cities is a voluntary challenge, assistance and recognition program that provides a framework to help cities achieve their economic, environmental, and quality-of-life goals. This free continuous improvement program, managed by a public-private partnership, is based upon 29 best practices. (A list of the Best Practices is included). Each best practice can be implemented by completing one or more actions at a 1, 2 or 3-star level, from a list of four to eight actions. These actions are tailored to all Minnesota cities, focus on cost savings and energy use reduction, and encourage civic innovation.

The Benefits of becoming a Minnesota GreenStep City: There are a variety of benefits in becoming a Minnesota GreenStep City. Cities that join can immediately claim credit for the best practice actions that are previously completed within the City. Special attention is paid to GreenStep Cities including being eligible for financial support to create and strengthen a city "green team". Access to 40 hours of free consultant help with student interns is offered. Cities can learn from other cities on how they have completed Minnesota GreenStep Actions. They provide a one stop shop for the most up-to-date action resources and information on how to complete 170 actions in the areas of building, land-use, transportation, environment and economic /community development.

Addison Lewis, the City of South St. Paul's Code Enforcement Officer and Planner with WSB, strongly encourages the City to become a Minnesota GreenStep City. He has had the opportunity to work with several cities on this program. Addison had this to say about the Minnesota GreenStep Cities program:

It is great that South St. Paul is looking to become a GreenStep City! As you know, the program is free and recognizes cities for their sustainability initiatives. There are a few reasons I think it is beneficial for cities to participate:

- 1. Allows cities to brand themselves as a "green" community, which is attractive to people of all age groups and businesses as well. It provides a way to share with the community what the city is doing to be more environmentally, socially, and financially responsible.*
- 2. Access to grants. The MPCA has grants that are specifically targeted to participating GreenStep Cities. For some grants, awards may be based on participation level in the program.*
- 3. It provides a database for cities to share information with each other about sustainability*

initiatives. A city may have a great idea for improving efficiency. With the GreenStep program, it becomes easier for cities to share information and for that idea to spread to have a larger impact. There are likely things that cities could do that they are unaware of that would save them money in addition to being good for the environment. The GreenStep program provides a forum for sharing good ideas and seeing how other cities address sustainability issues.

The first step in becoming a Minnesota GreenStep City is to adopt Resolution #2016-76.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-76
RESOLUTION AUTHORIZING THE CITY OF SOUTH ST. PAUL TO
PARTICIPATE IN THE MINNESOTA GREENSTEP CITIES PROGRAM

WHEREAS, Minnesota GreenStep Cities is a voluntary challenge, assistance and recognition program to help cities achieve their sustainability and quality-of-life goals. GreenStep is a free, continuous improvement program, managed by a public-private partnership, and based upon 29 best practices. Each best practice can be implemented by completing one or more actions at a 1, 2 or 3-star level, from a list of four to eight actions. These actions are tailored to all Minnesota cities, focus on cost savings and energy use reduction, and encourage civic innovation; and

WHEREAS, uncertainty in energy prices and the transition away from fossil fuel energy sources present new challenges and opportunities to both the City of South St. Paul and to the economic health of its citizens and businesses; and

WHEREAS, climate changes have been observed in Minnesota and have the potential to negatively impact local, regional and state economies; infrastructure development; habitat; ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, local governments have the unique opportunity to achieve both energy use and climate change gas reductions and cost savings through building and facilities management; land use and transportation planning; environmental management; and through economic and community development; and

WHEREAS, efforts to address energy and climate issues provide an opportunity to move toward energy self-reliance and greater community resiliency and quality of life; provide environmentally healthy and cheaper-to-operate public buildings; encourage new economic development and local jobs; and support local food and renewable energy production; and

WHEREAS, steps taken toward sustainable solutions aim to improve community quality of life, building community capital and increasing government efficiency, accountability and transparency; and

WHEREAS, the Minnesota GreenStep Cities program assists in facilitating technical assistance for the implementation of these sustainable development best practices; and

WHEREAS, the Minnesota GreenStep Cities program provides cost-effective sustainable development best practices in the following five categories: (1) Buildings and Lighting; (2) Transportation; (3) Land Use; (4) Environmental Management; and (5) Economic and Community Development;

NOW, THEREFORE, be it resolved that the City Council of the City of South St. Paul does hereby authorize the City of South St. Paul to participate in the Minnesota GreenStep Cities program that offers a free, voluntary continuous improvement framework. Passage of this participation resolution

allows the City to be recognized as a Step One GreenStep City. Be it further resolved that the City of South St. Paul:

- 1. Appoints Peter Hellegers and Deb Griffith to serve as the City's GreenStep co-coordinators for best practice documentation/implementation; and**
- 2. Will facilitate the involvement of community members and other units of government as appropriate in the planning, promoting and/or implementing of GreenStep Cities best practices; and**
- 3. Grants to the GreenStep program's buildings advisor read-only access to the City's B3 Benchmarking Database so as to facilitate analysis and cost-savings advice to the City regarding its buildings' energy use; and**
- 4. Will claim credit for having implemented and will work at its own pace toward implementing any GreenStep best practices that will result in energy use reduction, economic savings, quality of life improvement, reduction in the City's greenhouse gas footprint, and recognition by the League of Minnesota Cities as a Step Two GreenStep City. An on-going summary of the City's implementation of best practices will be posted by the City on the Minnesota GreenStep Cities web site.**

Adopted this 18th day of April, 2016:

City Clerk



City Council Agenda Report
Date: April 18, 2016
Department: City Clerk
Administrator: SPK

9 - A

Agenda Item: **Call for a Public Hearing – Liquor Violation at The Garden Bar**

Actions to be considered:

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

Overview:

On March 25, 2016, the Police Department conducted liquor compliance checks on all South St. Paul liquor license holders. The Garden Bar was found to be in violation of liquor laws by selling to a minor.

State law authorizes the City Council to impose sanctions on a liquor holder for liquor law violations and requires that no suspension or revocation take effect until the licensee or permit holder has been given the opportunity for a hearing. At this hearing, the applicant is allowed to present evidence and argument with respect to said violation. Staff is recommending this hearing be held on May 2, 2016.

Source of Funds:

n/a

South St. Paul
Disposition: Active/Pending

INCIDENT

Case Number: 16000957
Title: Alcohol Compliance Checks

16000957

Charges/Offenses: 340A.503.2(1)

Incident Type: Other

Citation Issued: No

Investigation Needed: No

CAD #: 16004369

Admin Review Needed: No

How Initiated: In Person

OFFICER INFORMATION

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

EVENT DATES

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

INCIDENT DETAILS

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

Location Type: BAR/NIGHT CLUB

Location Description: Garden Bar (formally Buggs Bar)

Start Date: 2016-03-25 13:57

End Date: 2016-03-25 13:57

Parties Involved

BUSINESS 1

Role(s): Other

Business Name: Bugg's Place

Business Type:

Description:

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

PERSON 1

Role(s): Witness

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

PERSON 2

Role(s): Witness

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

PERSON 3

Role(s): Mentioned

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

Residence: [REDACTED]

Cell Phone: [REDACTED] Description:

Incident Report

South St. Paul
Disposition: Active/Pending

INCIDENT

Case Number: 16000957
Title: Alcohol Compliance Checks

16000957

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

EMPLOYMENT INFORMATION

Name: Buggs Bar Type:
Occupation: bartender Shift:

CHARGES/ORDINANCES

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

STATEMENT

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

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

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

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

CC: City Attorney

Officer Cavalier #2141

Incident Report



City Council Agenda Report

Date: April 18, 2016

Department: Administration

Administrator: SPK

10-B

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

Action to be considered:

Introduce for its first reading an *Ordinance Amending Chapter 2, Sec. 2-22 regarding City Council Salaries*

Overview:

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

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

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

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

Staff Recommendation:

It is recommended that the salaries of the City Council be raised to \$1025 per month (\$12,300 annually) for Mayor and \$725 per month (\$8,700 annually) for Council Members. The recommendation to increase salaries would not become effective until after the next succeeding municipal election (November, 2016) and therefore salaries become effective January 1, 2017 when the elected officials take office. It is recommended that the City Council introduce for its first reading an Ordinance Relating to the Salaries of Mayor and City Council, amending Section 2-22 of the South St. Paul City Code, with an effective date of January 1, 2017.

Source of Funds:

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

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

Ordinance No.

AN ORDINANCE AMENDING CHAPTER 2 REGARDING CITY COUNCIL SALARIES

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

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

Chapter 2 – ADMINISTRATION

ARTICLE II – CITY COUNCIL

Sec. 2-22 – Salaries

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

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

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

Approved: _____

Published: _____

Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: APRIL 14, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: *JPK*

10-C

AGENDA ITEM: Conditional Use Permit – Accessory Building at City Public Works Garage

ACTION TO BE CONSIDERED: Adopt Resolution # 2016-80 Approving a Conditional Use Permit for an Accessory Building Over 200 Square Feet and a Site Plan Review.

OVERVIEW:

The South St. Paul Police Department currently utilizes a small portion of the South St. Paul Service Center building for storage as well as outside storage on the site. The proposed accessory building would provide the Police Department with a secure inside storage which would be large enough to accommodate their needs and would free up space that they currently use in the Service Center building to be utilized by Public Works. On balance the construction of the new accessory building would decrease amount exterior storage on the property. The proposed structure would be 2,400 square feet and would be block construction to meet the City's Architectural Standards.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on the proposed CUP at their meeting on April 13, 2016 and after conclusion of the public hearing recommended approval of the CUP subject to certain conditions as specified in the staff report (6-0). There was no one present to comment on the application other than the applicant.

STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit subject to the conditions as stated in Resolution 2016-80.

60-DAY REVIEW DEADLINE: May 20, 2016

SOURCE OF FUNDS: CIP

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-80

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR THE PROPERTY AT 400 RICHMOND STREET EAST**

WHEREAS, the City received an application from the City of South St. Paul for a Conditional Use Permit for an accessory building over 200 square feet on the property located at 400 Richmond Street East, and legally described as follows:

(See attached)

WHEREAS, the Planning Commission took action to recommend approval of the Conditional Use Permit (6-0) at their April 13, 2016 meeting; and

WHEREAS, the City Council has considered the application at its regular City Council meeting on April 18, 2016, reviewed the recommendation of the Planning Commission and evaluated all other evidence presented for consideration; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference
2. Determination. The City Council determines that the proposed Conditional Use will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code.
3. Conditional Use Permit. The Conditional Use Permit for the property at 400 Richmond Street East, South St. Paul, Dakota County, Minnesota, is hereby granted with the following requirements:
 - A. **Compliance with Plan Submittals**. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:
 1. **Application/Narrative (City of South St. Paul)** **dated 3/22/2016**
 2. **Sign Elevations / Plans (Oertel Architects)** **dated (fall/winter) 2015**

Resolution No. 2016-80

April 18, 2016

Page 2 of 2

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

- C. **Termination of the Conditional Use Permit.** The Conditional Use Permit and will terminate if improvements have not substantially begun within 1-year from the date of approval of the CUP. The violation of any condition of approval shall terminate the CUP.

Adopted this 18th day of April, 2016.

City Clerk

Planning Commission Meeting Date: Wednesday, April 13, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.A
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Project Name:	South St. Paul Service Center CUP		
Site Address:	400 Richmond St. E.	PIDs:	360340006010
Applicant(s):	City of South St. Paul		
Request:	Consider the request for a Conditional Use Permit for an accessory building over 200 square feet, Site Plan Review		
Proceeding:	Public Hearing / Planning Commission Recommendation		
Tentative City Council Meeting Date:	April 18, 2016		
Deadline:	May 20, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>		
Exhibits:	A. Location map B. Correspondence from neighboring property owners - (none) C. Materials submitted by the applicant		

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Light Industrial	I: Industrial	(I) Cemstone
South	Industrial	I: Industrial	(I) Midwest Warehouse
East	Industrial	I: Industrial	(I) Dakota Bulk Terminal
West	Mixed-Use	I: Industrial/ GB: General Business	(MU) Wesmoe Holdings/ (MU) Independent Diesel
Subject Property Site Data			
Future Land Use Plan	Institutional		
Existing Land Use	Industrial – City Maintenance Garage		
Zoning	I: Industrial		
Property Size	4.66 acres (202,990 square feet)		
Topography	Varies (generally low – floodplain area)		

BACKGROUND

The South St. Paul Police Department currently utilizes a small portion of the South St. Paul Service Center building for storage as well as outside storage on the site. The proposed accessory building would provide the Police Department with a secure inside storage which would be large enough to accommodate their needs and would free up space that they currently use in the Service Center building to be utilized by Public Works. On balance the construction of the new accessory building would decrease amount exterior storage on the property.

EVALUATION OF THE REQUEST

A. CONDITIONAL USE PERMIT

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

1. **Land Use/Setbacks**

The City Code calls for setbacks of side and rear setbacks of 20 feet in the Industrial zoning district. The proposed building would be set back 24 feet from the closest property line.

2. **Architectural Standards**

The proposed accessory building would be constructed of rock face block on the lower 2/3 of the building face and 1/3 smooth block on the 3 sides that have visibility from adjacent properties or public streets and utilizes all smooth block on the east wall which abuts the City's salt shed building. The block would have integral color to correspond with the Service Center building colors while not requiring additional maintenance for painting the block walls. These design elements comply with the City's Architectural Standards (Section 118-9).

3. **Site Plan**

In addition to the accessory building the Service Center would see additional paving in the area in front of the proposed building, replacing one of the last areas of gravel surface on the lot. Drainage would be directed to the stormwater BMP pond at the southeast corner of the site that was created as part of previous improvement plans for salt shed, paving, and storage bins.

4. **Correspondence from Neighboring Property Owners**

None

5. **Conditional Use Permit Findings:**

The applicant is seeking as Conditional Use Permit (CUP) for a 40-foot by 60-foot accessory building on the South St. Paul Service Center (Public Works). The Council may grant a Conditional Use Permit, if the following criteria can be met:

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

Staff has reviewed the proposal and determined that the use conforms to the general purpose of the Zoning Code and with conditions should not substantially diminish or impair property values, will not impede the normal and orderly development of property in the neighborhood, already has adequate utilities, ingress and egress are not impacted.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Conditional Use Permit findings (see p.2 of this report), then staff would recommend the following conditions for a *recommendation* for approval:
- **(Step 1) Findings:** The Planning Commission would need to include findings (see the section above) that the proposed Conditional Use would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions. Additionally the Commission would need to include findings that the Interim Use was compliant with the City Code.
 - **(Step 2) Recommendation for Approval:** Approval of the **Conditional Use Permit** for an accessory building over 200 square feet for the property located at 400 Richmond Street East, subject to the following conditions:
 - 1) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

a) Application/Narrative (City of South St. Paul)	dated 3/22/2016
b) Sign Elevations / Plans (Oertel Architects)	dated (fall/winter) 2015
 - 2) **Building Permits Required.** Building Permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.

3) **Termination of the Conditional Use Permit.** The Conditional Use Permit and will terminate if improvements have not substantially begun within 1-year from the date of approval of the CUP. The violation of any condition of approval shall terminate the CUP.

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

- Recommendation for Denial: Denial of the proposed **Conditional Use Permit** for the property located at 400 Richmond St. E. for the following reasons:

1) _____

STAFF RECOMMENDATION

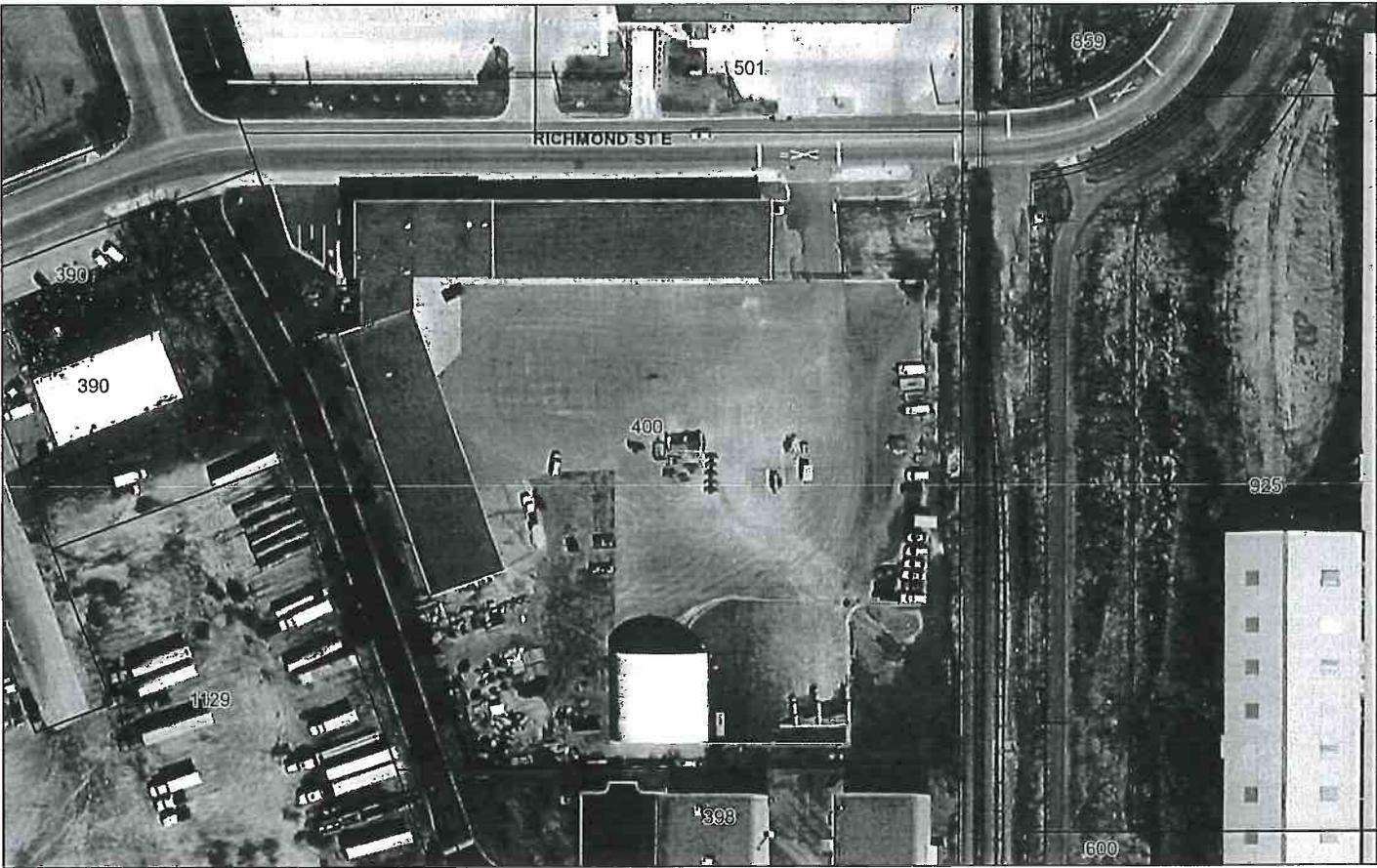
Staff recommends **approval** of the proposed Conditional Use Permit for the property located at 400 Richmond St. E., subject to the conditions listed in this report.

Respectfully Submitted,

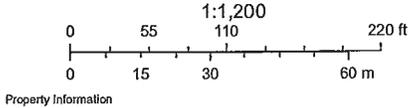
Peter Hellegers

Peter Hellegers, City Planner

400 Richmond St. E.



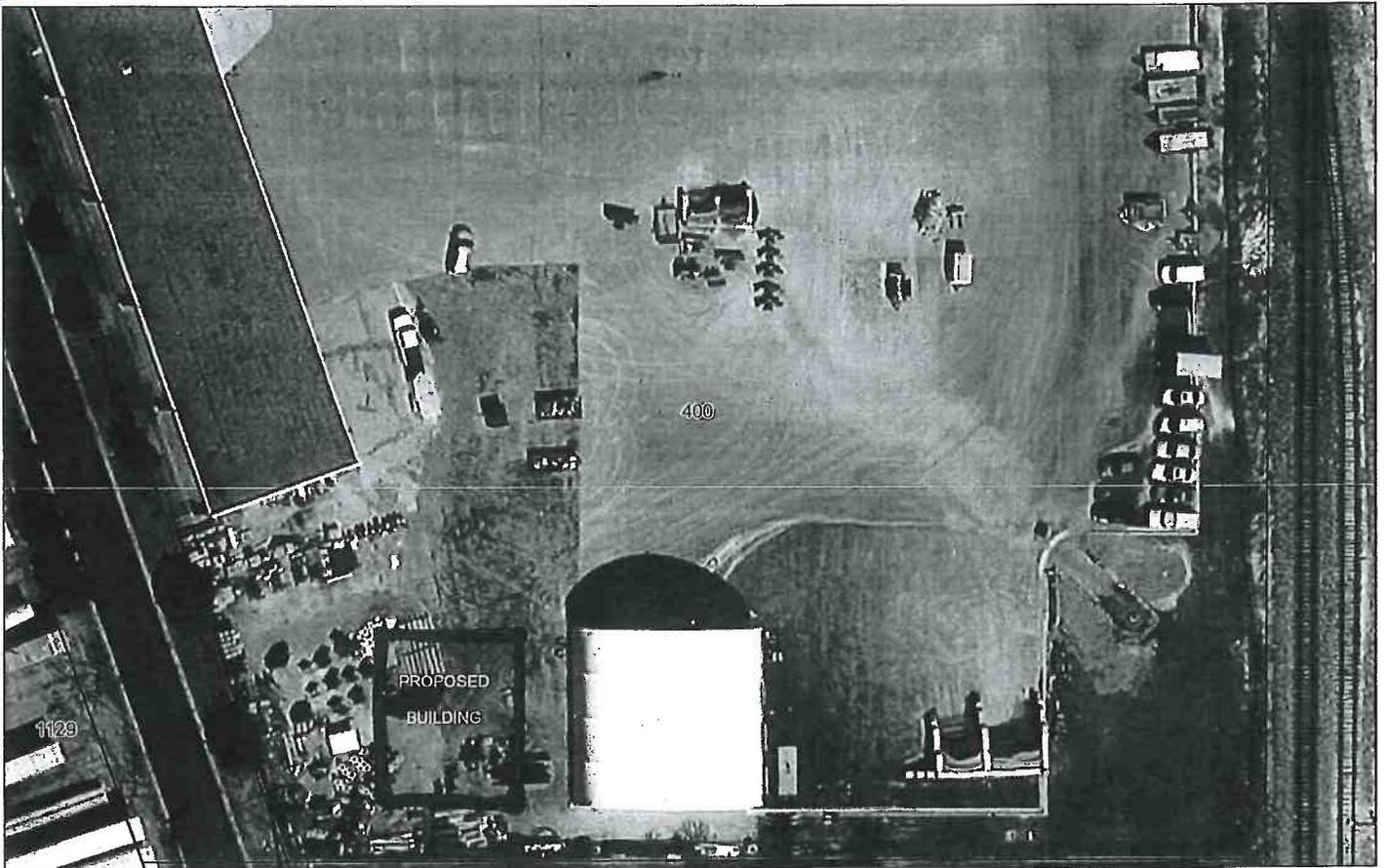
March 28, 2016



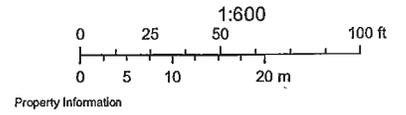
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

A₂

400 Richmond St. E.



March 28, 2016



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



City of South St. Paul
Police Department

William M. Messerich
Chief of Police

March 22, 2016

South St. Paul Planning Commission
125 3rd Avenue North
South St. Paul, MN 55075

Planning Commission Members,

The South St. Paul Police Department and the City of South St. Paul are requesting a Conditional Use Permit to build a storage building at the Municipal Service Center, 400 East Richmond Street. The building would be a 40' X 60' decorative stone face and burnished block structure with a precast concrete roof. The block work will be prefinished so no painting or maintenance will be necessary in the future. The building will have one overhead garage door and one service door (ADA compliant) with exit lighting.

The South St. Paul Police Department currently occupies one bay in the south wing of the Municipal Service Center for storing vehicles, bicycles, miscellaneous property and files. Due to the design of the building, security and integrity maintenance of these items is a concern for the Police Department. Additionally, the size of the current building is not large enough to store many items under the control of the Police Department.

The building being requested would be larger than the current space to allow for inside storage of vehicles which are currently parked in the outside lot of the Municipal Service Center. The Police Department currently stores seven vehicles being held for forfeiture, one trailer and a speed monitoring trailer in the outside lot. Some of these vehicles have sustained damage from weather, vandalism and theft of parts due to being stored outdoors.

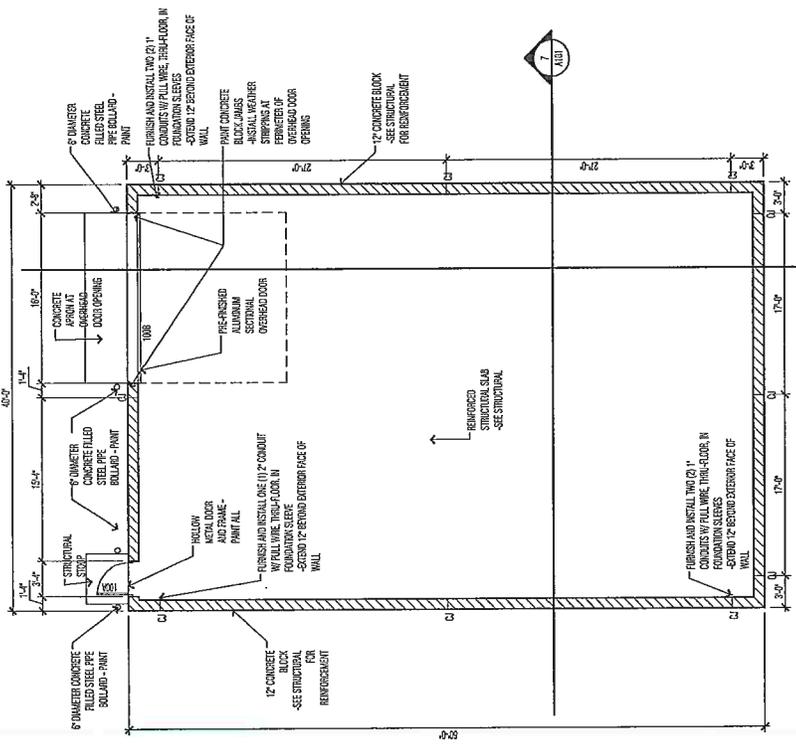
The proposed building would be for Police Department use only, thereby allowing the Police Department to control access and better secure items inside the building. The South St. Paul Maintenance Department would take over use of the Department's existing space for their needs which would allow the additional items currently being stored outside by the Maintenance Department to be moved inside, minimizing exterior storage at the site.

Thank you for your consideration.

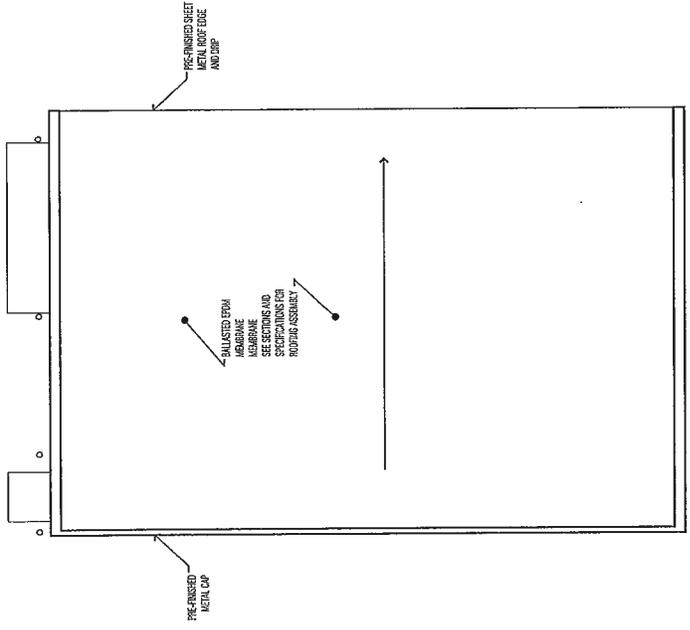
Sincerely,

William Messerich
Chief of Police

C3



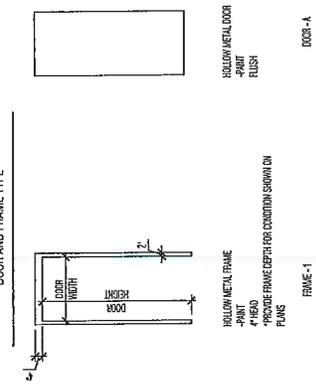
1 FLOOR PLAN
 POLICE COLD STORAGE



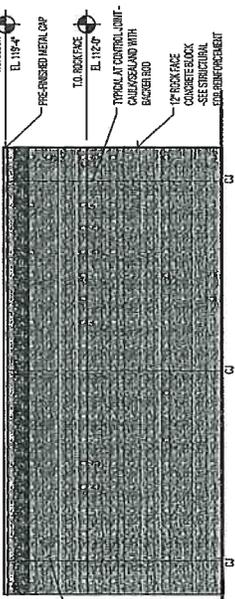
2 ROOF PLAN
 POLICE COLD STORAGE

DOOR AND FRAME SCHEDULE

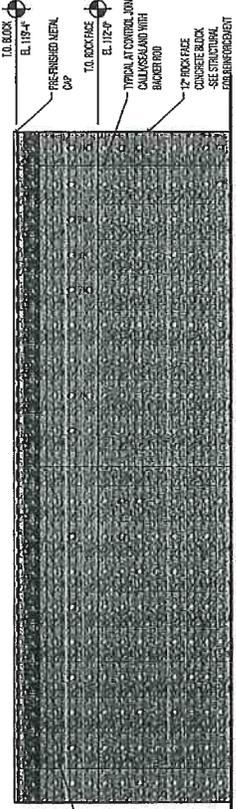
ROOM NO.	WIDTH	HEIGHT	THICKNESS	DOOR MATL.	DOOR TYPE	FRAME MATL.	FRAME TYPE	HARDWARE GROUP	FIRE LABEL
100A	2'-0"	7'-0"	1 1/2"	SM	A	SM	1	-	-
100B	18'-0"	18'-0"	-	SM	B	SM	1	-	RESISTED DOOR



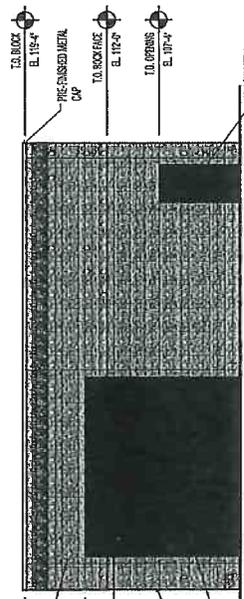
DOOR-1
 DOOR-8



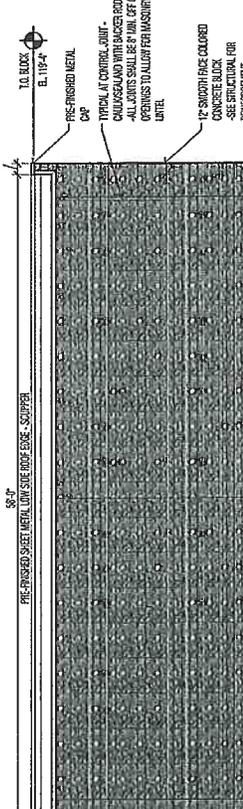
1 EXTERIOR ELEVATION
 SOUTH ELEVATION - POLICE COLD STORAGE
 1/8" = 1'-0"



2 EXTERIOR ELEVATION
 WEST ELEVATION - POLICE COLD STORAGE
 1/8" = 1'-0"

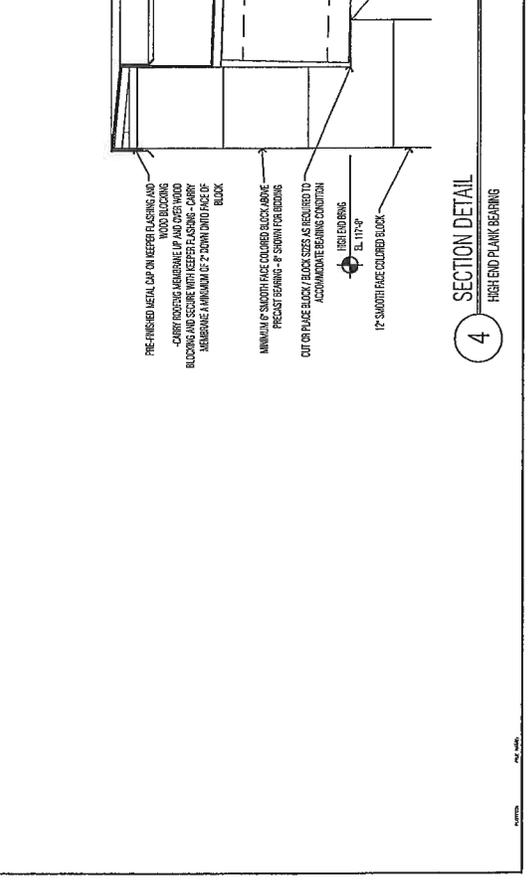
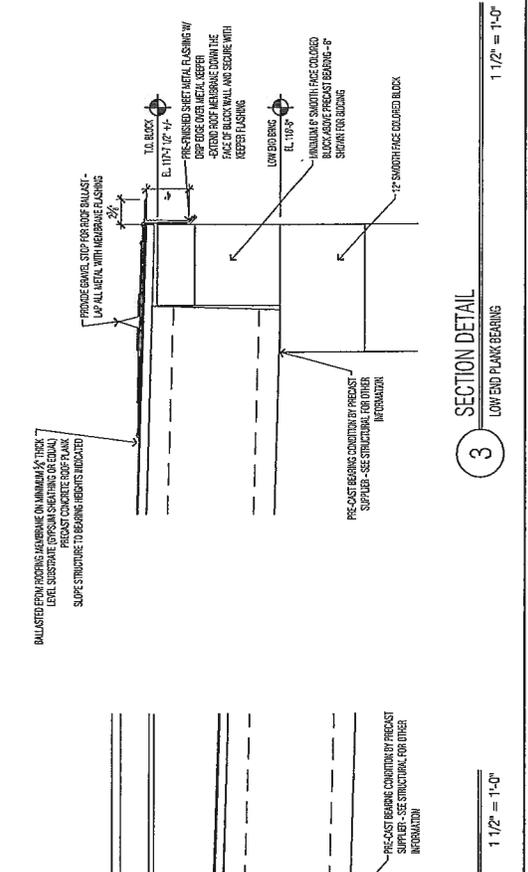
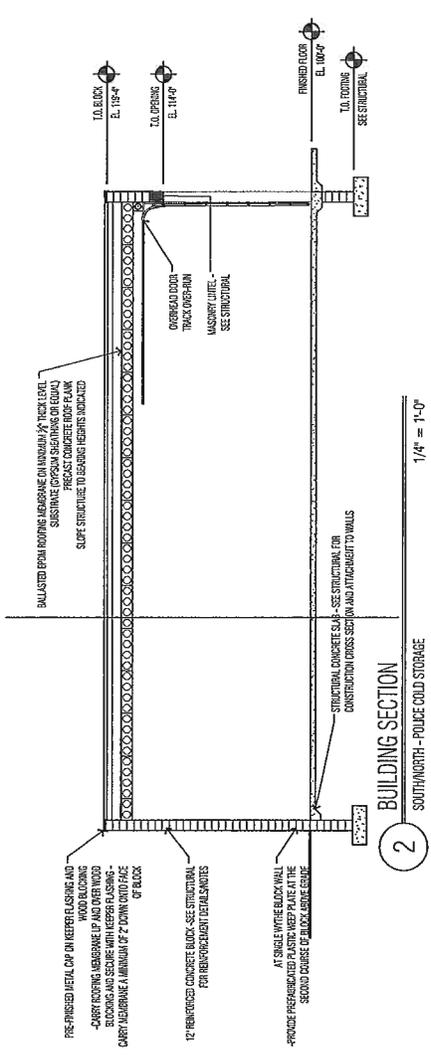
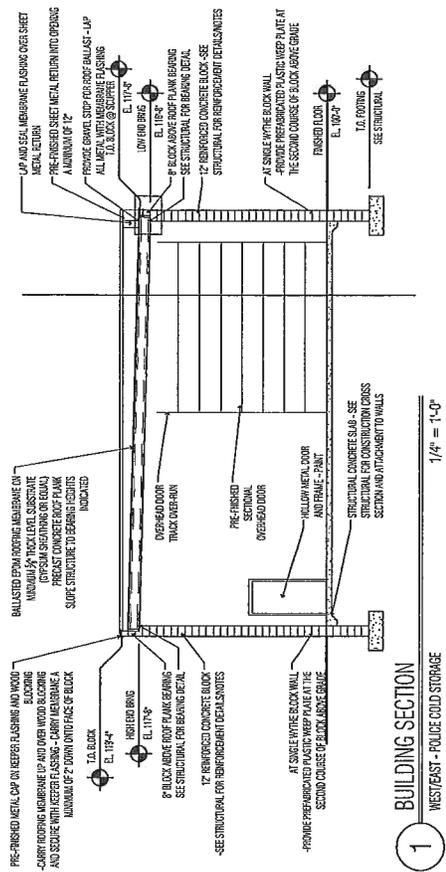


3 EXTERIOR ELEVATION
 NORTH ELEVATION - POLICE COLD STORAGE
 1/8" = 1'-0"



4 EXTERIOR ELEVATION
 EAST ELEVATION - POLICE COLD STORAGE
 1/8" = 1'-0"

28





CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Community Development / Planning

ADMINISTRATOR: SPK

10-D

AGENDA ITEM: Robert Brown III Car Show IUP

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-81 approving the IUP

OVERVIEW:

The Robert Brown III Car Show has applied for an Interim Use Permit proposing to hold their annual car show event at Fleming Field Airport for the next three years. The one-day event would be from 11 am to 3 pm on Sunday, September 11, 2016 and would have similarly scheduled one day events for September of 2017 and 2018. The event includes a car and motorcycle show, swap meet and silent auction with the purpose of raising money for the Gillette Hospital Ronald McDonald house.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their April 14, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the IUP subject to conditions of approval noted in the staff report to the Planning Commission (7-0). There was no one present to comment on the application other than the applicants.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed IUP subject to the conditions of approval as noted in Resolution 2016-81.

60-DAY REVIEW DEADLINE: May 9, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-81

**A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR A CAR AND
MOTORCYCLE SHOW ON THE PROPERTY AT 1725 HENRY AVENUE**

WHEREAS, the City received an application from the Robert Brown III Car Show (Les Blake, Chair) for an Interim Use Permit for the next three years to allow a car and motorcycle show, for the property located at 1725 Henry Avenue, and legally described as follows:

(See attached description)

WHEREAS, the Planning Commission held a public hearing on the application at their April 13, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Interim Use Permit with certain conditions of approval (7-0) at their April 13, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed Interim Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code and is consistent with the Comprehensive Plan.
3. Interim Use Permit. The proposed Interim Use Permit for a car and motorcycle show at the Fleming Field airport property at 1725 Henry Avenue is hereby approved subject to the following conditions:

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

- | | |
|--|-------------------------|
| 1. Application / Proposal (Robert Brown III Car Show) | dated 03/11/2016 |
| 2. Event Site Map (Robert Brown III Car Show) | dated 03/11/2016 |

B. Lease Required. The applicant shall be required to have a lease with the City of South

St. Paul for the use of the property.

- C. **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- D. **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- E. **License Required for Food Vendors.** The food vendors must obtain the necessary licenses from the Minnesota Department of Health (MDH) before the applicant and/or food vendor business can begin conducting business in the city. The food vendors must also keep the MDH license in good standing.
- F. **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers and noise emitting equipment shall be directed away from residential properties.
- G. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- H. **Term of the Interim Use Permit.** The term of the Interim Use Permit shall allow for one annual car show and the term of the Interim Use Permit shall be for three (3) years beginning on April 18, 2016 and terminating on September 30, 2018. The applicant will be allowed to host one car show for each of these three years on a weekend day in September with hours that run from 11 am through 3 pm. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager. The final dates for the car show in 2017 and 2018 are subject to the approval of the Airport Manager.
- I. **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

Adopted this 18th day of April, 2016.

City Clerk

Planning Commission Meeting Date: Wednesday, April 13, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.B
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Project Name:	Robert Brown III Car Show IUP – Fleming Field Airport	
Site Address:	1725 Henry Avenue	PID: 361113000011
Applicant:	Robert Brown III Car Show (Les Blake, Chair)	
Request:	Consider the request for an IUP to have a car and motorcycle show (with swap meet and silent auction) at the Fleming Field airport ramp on September 11, 2016.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	April 18, 2016	
Deadline:	May 9, 2016 <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners – (none) C. Materials submitted by the applicant	

BACKGROUND

The Robert Brown III Car Show is requesting an Interim Use Permit to hold their annual car show event at Fleming Field Airport for the next three years. The event would be from 11 am to 3 pm on Sunday, September 11, 2016 and would have similarly scheduled 1 day event for September of 2017 and 2018. The event includes a car and motorcycle show, swap meet and silent auction with the purpose of raising money for the Gillette Hospital Ronald McDonald house.

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

EVALUATION OF THE REQUEST

A. INTERIM USE PERMIT

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

1. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) for their annual car show which would run from approximately 11 am to 3 pm on Saturday, September 11, 2016 and would follow a similar schedule for September of 2017 and September of 2018. The Interim Use Permit would terminate at the end of September 2018. City Code Section 118-41, states that the City Council may grant an interim use permit for the interim use of property, if the following criteria can be met:

Interim Use Permit Criteria:

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

City staff has determined that the proposed interim use would meet the criteria. First, the proposed use as a special event would be allowed in the Industrial zoning district and the airport has hosted several such events. Second, the use would be one weekend day in September for each of the next three years with the IUP terminating on September 30, 2018. Third, the permit would not impose additional costs should it be necessary to acquire the property, as the City already owns the property. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

ALTERNATIVES

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

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

- Approval of the **Interim Use Permit** for a car and motorcycle show at the South St. Paul Fleming Field Airport subject to the following conditions:

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

- | | |
|---|------------------|
| a) Application / Proposal (Robert Brown III Car Show) | dated 03/11/2016 |
| b) Event Site Map (Robert Brown III Car Show) | dated 03/11/2016 |

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

- 3) **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- 4) **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- 5) **License Required for Food Vendors.** The food vendors must obtain the necessary licenses from the Minnesota Department of Health (MDH) before the applicant and/or food vendor business can begin conducting business in the city. The food vendors must also keep the MDH license in good standing.
- 6) **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers and noise emitting equipment shall be directed away from residential properties.
- 7) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 8) **Term of the Interim Use Permit.** The Interim Use Permit shall allow for one annual car show and the term of the Interim Use Permit shall be for three (3) years beginning on April 18, 2016 and terminating on September 30, 2018. The applicant will be allowed to host one car show for each of these three years on a weekend day in September with hours that run from 11 am through 3 pm. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager. The final dates for the car show in 2017 and 2018 are subject to the approval of the Airport Manager.
- 9) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

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

STAFF ANALYSIS

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

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed car show Interim Use Permit, subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

NARRATIVE:

Requesting to HAVE THE
ROBERT BROWN III CAR & MOTORCYCLE
SHOW AT THE Fleming Field AIRPORT
ON SEPT 13th 2016 FROM
8AM TO 5:00 PM WOULD BE
TO HAVE FOR 3 YEARS.

IT WAS A HUGE SUCCESS LAST YEAR.
EVERYONE HAD A GREAT TIME.

Joe A. Baker

MASTER TRANSMISSION

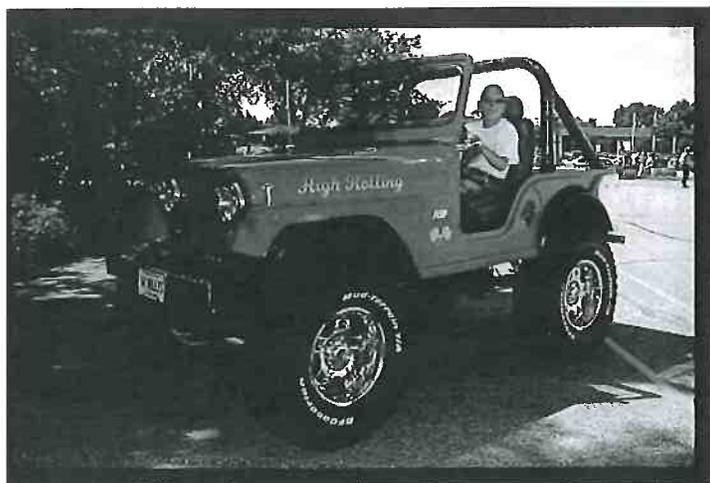
Rosemount, MN ~ 651.423.4221

Proudly Sponsors

THE 3RD ANNUAL ROBERT BROWN III MEMORIAL CAR & MOTORCYCLE SHOW SWAP MEET & SILENT AUCTION



C₂



**ALL PROCEEDS TO BENEFIT THE
RONALD MCDONALD HOUSE
AT GILLETTE HOSPITAL**

Date: Sunday, September 11, 2016

**Location: Fleming Field Airport
1725 Henry Ave.**

South St. Paul, MN

Time: 11am to 3pm

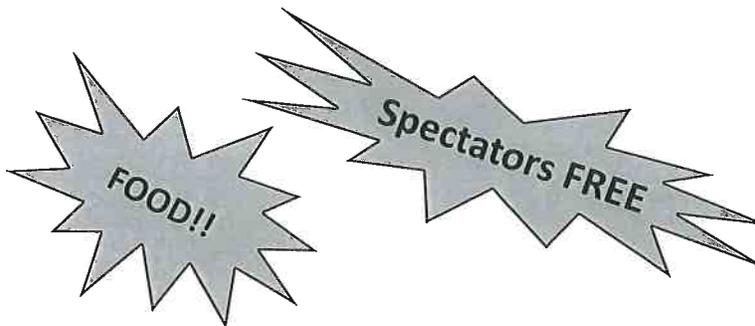
Featuring the:



**Cars ~ Top 20 Trophies
Motorcycles ~ Top 5 Trophies
Best of Show Car & Motorcycle
\$10.00 Donation
Dash Plaques 1st 250 Vehicles**

**Live Music by:
The Johnny "No Cash" Band**

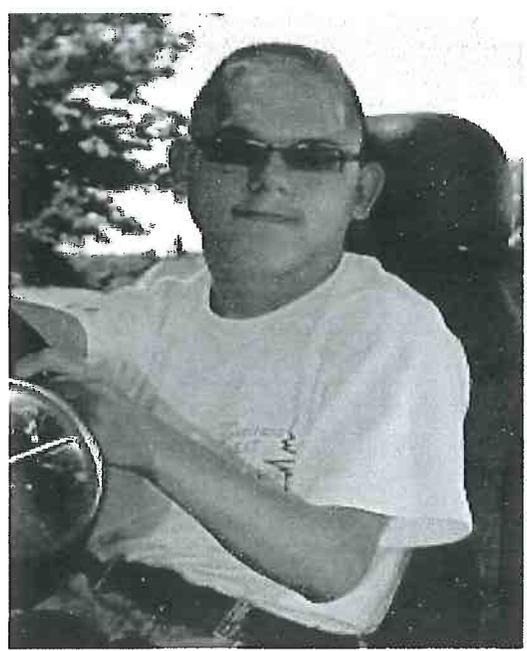
RAIN OR SHINE!!!!



Questions & Donations contact Les at: 651.402.6004

Proposal to the City of South St. Paul for:

**2nd Annual
Robert Brown III Memorial
Car & Motorcycle Show
Swap Meet & Silent Auction**



**Date: September 13, 2015
Location: Fleming Field
Time: 11am to 3pm**

Introduction

The Robert Brown III Memorial is organizing a car / motorcycle show, swap meet and silent auction to raise money for the Gillette Hospital Ronald McDonald house. Robert was a huge car and motorcycle enthusiast and this event means a great deal to his family. The 2014 event in his honor brought more than 400 cars and motorcycles and raised over \$10k for the Ronald McDonald House. The event is organized and put on completely by volunteers and all proceeds will benefit the Ronald McDonald house.

Location

We propose to host the event at the Fleming Field CAF Hangar and aircraft deck. With the expected amount of people, this site is easily accessible and provides enough space for each of the activities.

Partnership

The Robert Brown III Memorial committee has already been discussing the event with the Twin Cities chapter of the Commemorative Air Force (CAF). With this partnership, there will be great exposure to the CAF. The partnership will also help in sharing costs for the restrooms and garbage removal.

Advertising

The event will be advertised on social media, the internet, word of mouth, flyers passed out at car shows preceding ours and hopefully on the radio. Last year we were lucky enough to get KQRS to advertise the event. Advertising will also be done by the Minnesota Street Rod Association as they have announced that the Robert Brown III car and motorcycle show will be a voting event for their car of the year.

Registration

FILL IN HERE.

Parking

Upon arrival, we will require the registered car show cars to check in at the gate. There will be numerous volunteers that will ensure the show cars are parked in the correct area. Cars will be parked so that the doors may open without hitting another car. There will be room behind vehicles for chairs and other personal items. We will work closely with the CAF to make sure we are following Fleming Field guidelines. Spectator parking will be provided as well and will be located outside of the ramp area. Volunteers will be directing traffic to make sure people park in the correct areas to try and prevent traffic delays.

Food Service

We plan to invite local food trucks to the event, depending on who is available. With the CAF partnership, food trucks are able to set up near the hangar for electrical service.

Washroom and Waste Facilities

There are numerous restroom facilities located near the hangar, as well as trash bins located throughout the ramp. We are collaborating with CAF to ensure that we have adequate restrooms, trash bins and recycling for the show. The CAF is allowing us to use their waste facility services for this event. The CAF has a dumpster that will be empty for the car show and dance as well as numerous trash bins that will be placed throughout the show grounds. Volunteers will be making sure all garbage is picked up and put in the dumpster.

Entertainment and Noise Ordinance

The event is planning to hire a band. We plan to have a small area set up near the CAF hangar. We will work with the CAF and Fleming Field concerning City Ordinances regarding noise and speaker placement.

Setup/ Cleanup

We would like to start set up on Saturday evening before the Sunday car show with access to the ramp and hangar around 8am the day of the event. Registration will begin at 9am and the show will start at 11am. We will ask vendors to take down signage, clean their vendor area and leave by 4pm. We will also ask the public and show vehicles to leave by 5pm.

Safety Plan

Date: 9/13/2015

Start time: 8:00am

End time: 5:00pm

Venue: Fleming Field

Communications: Event coordinators will communicate with event volunteers in person before the event and during setup as well as during the event as needed. We will discuss our safety plan and layout. Event coordinators will be available by cell phone or radio throughout the event. Announcements and signs will be posted throughout the event pertaining to the schedule and safety information. Announcements will also be made via sound system.

Command and Control: Les Blake 651-402-6004

Responsibility of Individual Agencies / Groups:**Parking/Traffic Control: Cavin**

Cavin will supervise 9 to 12 volunteers that will direct vehicles on the ramp and make sure they are parked in the correct areas. Volunteers will be identifiable by Robert Brown III staff shirts. They will communicate via cell phone.

Ramp/Aircraft Safety: Mike Peterson

Mike will ensure attendees behave in a safe manner around the aircrafts. There will also be Fleming Field staff and CAF staff on hand to make sure the aircraft is secure and attendees behave in a safe manner.

Hangar Safety/Crowd Control: Steve Ingram

Steve, along with a Fleming Field staff member and members of CAF will ensure crowd order is maintained within the designated show field and hangar area. We will have 2 Robert Brown III volunteers available as floaters as well.

All Volunteers:

All volunteers will be briefed on standard information (restroom locations, emergency exits, fire extinguishers, etc.) and will be identified by a Robert Brown III staff shirt or CAF logo shirt. All volunteers will also be briefed on how and who to contact in case of an incident/emergency. All volunteers will assist in preventing unauthorized access to secured areas, and will actively work to keep any noise to a minimum.

**Safety Resources:**

Fire extinguishers, hand held/portable radios, cell phones, first aid kits, security barriers, signs.

Event Signage:

Signage will be ready before hand and taken down by 5pm.

Lost/Found Persons:

In the event of lost and found persons, volunteers will be directed to notify event coordinators. Coordinators will assign a hold location and make an announcement over the PA system.

Lost/Found Property:

We will have a lost and found bin stationed in a main area of the event. If items are not claimed during the event, the items will be held at the Commemorative Air Force to be picked up on Wednesdays and Saturdays.

Evacuation Plan:

1. Event coordinators will make the decision to evacuate. Police officers will be consulted/called.
2. Event coordinators will be in charge and will brief/call the staff via cell phone or radios.
3. Event coordinators will be responsible to make sure all attendees have exited the building. Safety office and ramp safety will direct people to evacuation area.
4. Public will be directed to the posted emergency exits.
5. For a fire, the public will be evacuated to the grass area west of the hangar.
6. For severe weather emergency, the public will be instructed to stay inside the hangar.
7. All other emergencies will be handled as necessary.
8. Event coordinators will inform the emergency services.
9. Event coordinators and police officers will direct emergency services when they arrive.

Traffic Management Plan:

TBD

First Aid Services:

First aid tent will be located near the dining area. It will be accessible for ambulances through the normal entrance.

Media:

If there were an incident at the event that attracted media interest, the event managers, a member from the CAF or legal counsel would speak to the media.

Impact on the Neighborhood:

The show should have minimal impact to the neighborhood and local residents in the following ways:

1. The car show is during the day from 8am-5pm and organizers will work within city ordinances.
2. Volunteers will help with parking location and direction for both spectators and show cars.
3. To reduce traffic and traffic noise, we will include directions to the airport coming to and from Concord, Dawn Ave, Crossman Lane and 61st Ave.
4. By using those streets, we would both minimize impact to residential areas and be able to direct parking/traffic from airport road will before people arrive at the show field entrance.
5. We will work closely with the CAF to make sure we have adequate crowd control as well as following the City of South St. Paul noise ordinances.

Contact:

Please contact any of the following event coordinators with any questions:

1. Les Blake- 651.402.6004
2. Bopper- 269.2977
3. Cavin- 245.9728

Traffic Control Map:

TBD

Insurance:

Documentation to come at a later date.



CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

DEPARTMENT: Community Development / Planning

ADMINISTRATOR: J. Sca

10 - E

AGENDA ITEM: Commemorative Air Force IUP

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-82 approving the IUP

OVERVIEW:

The Commemorative Air Force (CAF) has applied for an Interim Use Permit to host the beer garden for the Robert Brown III Car Show (which does not fall under their existing IUP for 2 hangar dances). The Robert Brown III Car Show is on Sunday, September 11, 2016 from 11 am to 3 pm. The CAF's IUP allows them up to 2 hangar dances per year; however, did not account for additional events on that property. The proposed use would primarily use the "ramp" area of the airport with the CAF hosting the beer garden portion of the event.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their April 14, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the IUP subject to the conditions of approval noted in the staff report to the Planning Commission (7-0). There was no one present to comment on the application other than the applicant.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed IUP subject to the conditions of approval as noted in Resolution No. 2016-82.

60-DAY REVIEW DEADLINE: May 1, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-82

**A RESOLUTION APPROVING AN INTERIM USE PERMIT FOR
COMMEMORATIVE AIR FORCE TO HOST A BEER TENT FOR THE
ROBERT BROWN CAR SHOW ON THE PROPERTY
AT 1725 HENRY AVENUE**

WHEREAS, the City received an application from the Commemorative Air Force for an Interim Use Permit to host the beer tent for the Robert Brown Car Show, on the property located at 1725 Henry Avenue, and legally described as follows:

(See attached description)

WHEREAS, the Planning Commission held a public hearing on the application at their April 13, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Interim Use Permit with certain conditions of approval (7-0) at their April 13, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed Interim Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code and is consistent with the Comprehensive Plan.
3. Interim Use Permit. The proposed Interim Use Permit for a beer tent at the Fleming Field airport property at 1725 Henry Avenue is hereby approved subject to the following conditions:

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

- | | |
|---|------------------|
| 1. Application / Proposal (Commemorative Air Force) | dated 03/03/2016 |
| 2. Event Site Map (Robert Brown III Car Show) | dated 03/03/2016 |

- B. **Lease Required.** The applicant shall be required to have a lease with the City of South St. Paul for the use of the property.
- C. **Sales/Display Limited to the Designated Area.** No selling or display shall occur outside of the designated areas.
- D. **Applicant Responsible for Clean-up.** The applicant shall be responsible for all clean-up activities.
- E. **License Required.** The applicant must also obtain a temporary liquor license through the City.
- F. **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers and noise emitting equipment shall be directed away from residential properties.
- G. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- H. **Term of the Interim Use Permit.** The term of the Interim Use Permit shall be from 11 am – 3 pm on September 11, 2016. Additional time for set-up before the event and clean-up after the event may be approved subject to the approval of the Airport Manager.
- I. **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

Adopted this 18th day of April, 2016.

City Clerk

Planning Commission Meeting Date: Wednesday, April 13, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.C
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Project Name:	Commemorative Air Force IUP – Fleming Field Airport	
Site Address:	310 Airport Road	PID: 361113000011
Applicant:	Commemorative Air Force	
Request:	Consider the request for an IUP to host the beer garden for the Robert Brown III Car Show	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	April 18, 2016	
Deadline:	May 1, 2016 <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners – (none) C. Materials submitted by the applicant	

BACKGROUND

The Commemorative Air Force (CAF) is requesting the IUP to host the beer garden for the Robert Brown III Car Show (which does not fall under their existing IUP for 2 hangar dances). The Robert Brown III Car Show which is on Sunday, September 11, 2016 from 11 am to 3 pm. The CAF's IUP allows them up to 2 hangar dances per year but did not account for additional events on that property. The proposed use would primarily use the "ramp" area of the airport with the CAF hosting the beer garden portion of the events.

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

EVALUATION OF THE REQUEST

A. INTERIM USE PERMIT

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

U:\City Planner\Planning Cases\2016\04-13-16 PC Report - CAF Beer Garden for Car Show IUP.docx

1. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) to host the beer gardens for the car show which would run from approximately 11 am to 3 pm on September 11, 2016. City Code Section 118-41, states that the City Council may grant an interim use permit for the interim use of property, if the following criteria can be met:

Interim Use Permit Criteria:

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

City staff has determined that the proposed interim use would meet the criteria. First, the proposed use as a special event would be allowed in the Industrial zoning district and the airport has hosted several such events. Second, the use will terminate after September 11, 2016. Third, the permit would not impose additional costs should it be necessary to acquire the property, as the City already owns the property. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

ALTERNATIVES

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

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

- Approval of the **Interim Use Permit** to host the beer garden for two events at the South St. Paul Fleming Field Airport subject to the following conditions:

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

- a) Application / Proposal (CAF) dated 03/03/2016
- b) Event Site Map (Robert Brown III Car Show) dated 03/03/2016

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

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

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

- 5) **License Required.** The applicant must also obtain a temporary liquor license through the City.
- 6) **Noise.** The applicant and event bands, DJ, vendors, exhibitors, and food vendors shall comply with all City regulations regarding noise levels and shall make reasonable efforts to minimize loud noises that may impact the nearby residential areas. Speakers and noise emitting equipment shall be directed away from residential properties.
- 7) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 8) **Term of the Interim Use Permit.** The term of the Interim Use Permit shall be from 11 am through 3 pm on September 11, 2016. Additional time for set-up before the event and clean-up after the event is subject to the approval of the Airport Manager.
- 9) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.

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

STAFF ANALYSIS

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

STAFF RECOMMENDATION

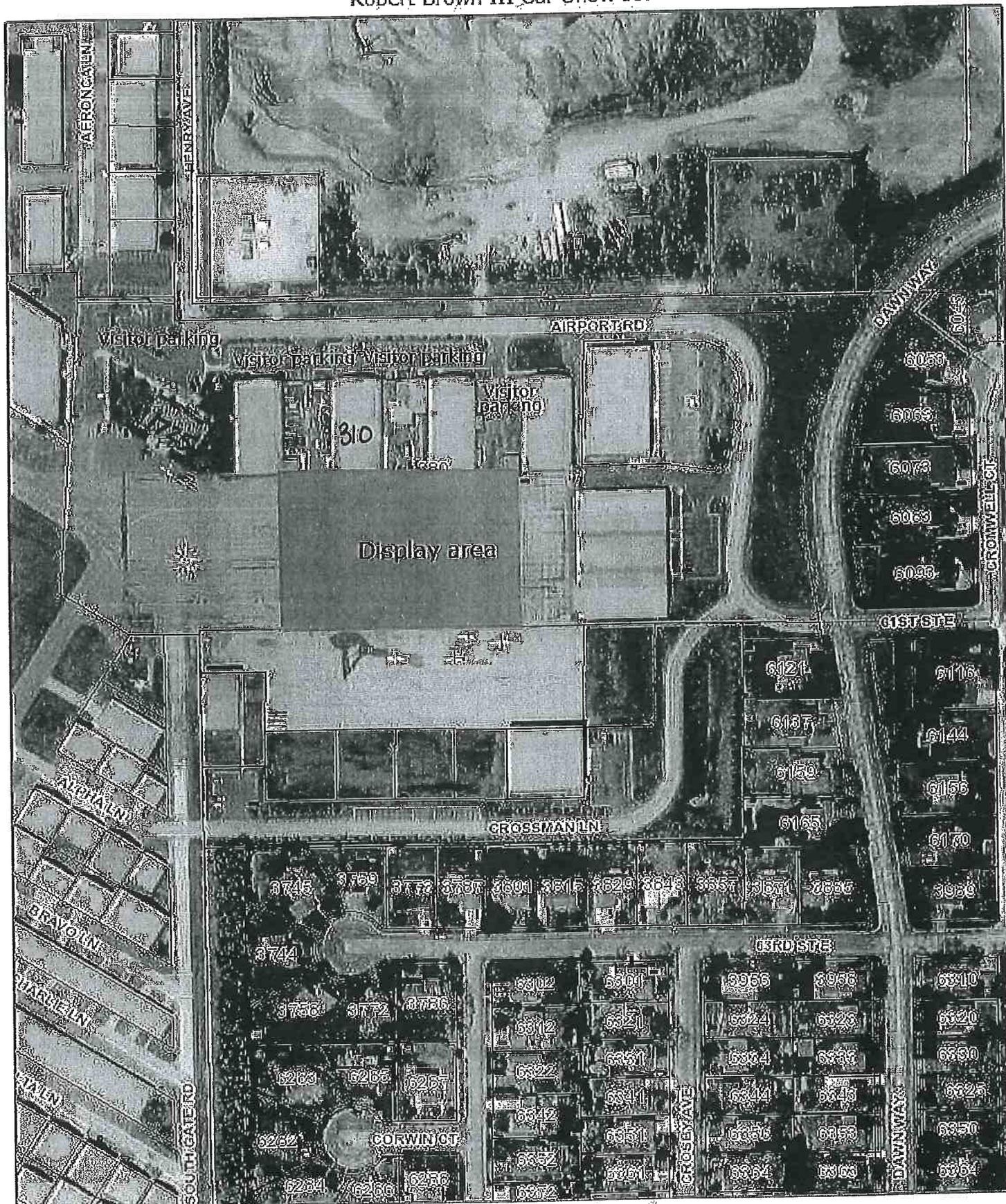
Staff recommends **approval** of the proposed car show Interim Use Permit, subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

Robert Brown III Car Show IUP



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

Map Scale
 1 inch = 226 feet
 4/21/2015

COMMEMORATIVE AIR FORCE MINNESOTA WING



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

March 1, 2016

Peter,

Attached is a request for an IUP for the Robert Brown Car Show for September 11, 2016. The car show is being held at Fleming Field in South Saint Paul. The Commemorative Air Force Minnesota Wing has been asked to host the beer garden for the show. We have included the beer garden tent layout for your reference. We would like to host the beer garden in conjunction with their car show. A separate permit has been submitted for the liquor license.

Please call me with any questions.

Best Regards,

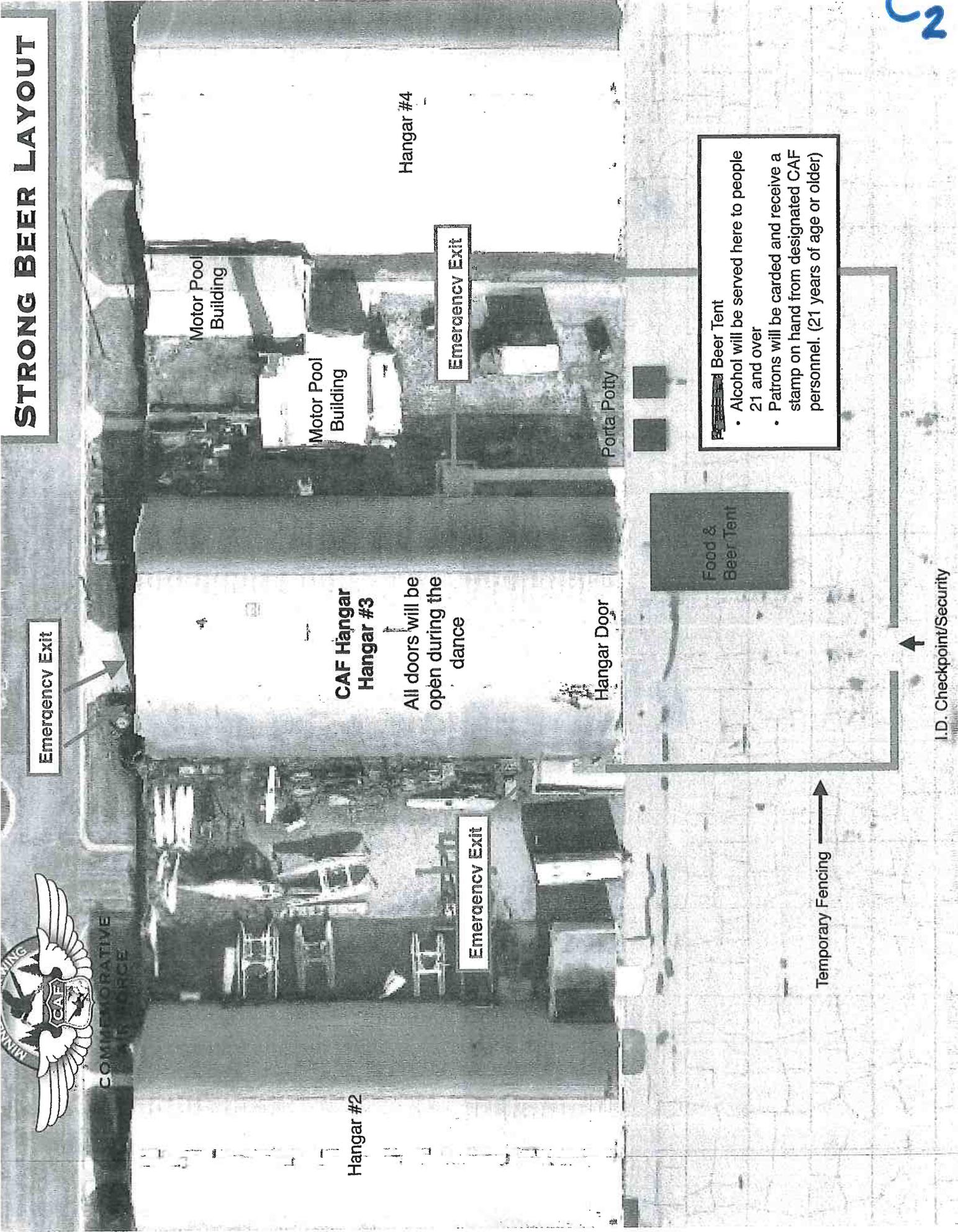
Amy Lauria
Event Coordinator
CAF MN Wing
651-373-1185
Amy.lauria@cafmn.org

C2

STRONG BEER LAYOUT



MINNESOTA
AIR NATIONAL GUARD
CAF



Emergency Exit

CAF Hangar
Hangar #3

All doors will be
open during the
dance

Hangar Door

Emergency Exit

Motor Pool
Building

Motor Pool
Building

Emergency Exit

Porta Potty

Food &
Beer Tent

Beer Tent

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

Temporary Fencing

I.D. Checkpoint/Security

Hangar #2

Hangar #4



CITY COUNCIL AGENDA REPORT

DATE: APRIL 14, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: Spencer

10-F

AGENDA ITEM: Conditional Use Permit/Variations – Proposed Garage at 218 13th Ave. S.

ACTION TO BE CONSIDERED: Adopt Resolution # 2016-83 approving a Conditional Use Permit for an Accessory Building Over 200 Square Feet, a side yard setback variance of 5 feet, a garage height variance of 2 feet, and a 9-foot parking setback for a proposed garage at 218 13th Avenue South.

OVERVIEW:

Wallace Properties is currently requesting a Conditional Use Permit and variances to allow for the construction of a detached garage and exterior parking lot area. The proposed garage would only have vehicle access from 13th Avenue and the exterior of the building would be a combination of brick and siding. The proposed garage also changes from a hip style roof to on the front to a gable style roof at the alley side of the property to make the roof less inviting for people to climb onto.

Previously Wallace Properties purchased the lot at 224 13th Avenue South and received approval to combine the parcel with the property at 218 13th Avenue South through Resolution 2011-43 on March 21, 2011. At the time of the proposal Wallace included some notations about a proposal for a detached garage on the new property but the conditions of approval included that a separate site plan approval process was required for the proposed garage building. Wallace Properties returned later that year with a different proposal for a 3,800 square foot building addition with attached two sections of attached garage space and two exterior parking spaces off of 13th Avenue, the variances for the addition were approved on September 19, 2011. In August of 2012 the applicant returned to the City and proposed that the front section of the garage addition would instead be retail/office space and only the rear portion of the addition would be garage space. The current proposal is similar to the original proposal for a detached garage and would follow the same 5-foot side building setback as approved through the 2012 variance.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public hearing on the proposed CUP/Variations at their meeting on April 13, 2016 and after conclusion of the public hearing recommended approval of the CUP/Variations subject to certain conditions as specified in the staff report (7-0). There was no one present to comment on the application other than the applicant.

STAFF RECOMMENDATION:

Staff recommends approval of the Conditional Use Permit subject to the conditions as stated in Resolution 2016-83.

60-DAY REVIEW DEADLINE: May 5, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-83

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND VARIANCES
FOR AN ACCESSORY BUILDING ON THE PROPERTY AT 218 13TH AVENUE SOUTH**

WHEREAS, the City received an application from Wallace Electric for a Conditional Use Permit and variances for the construction of a garage on the property located at 218 13th Avenue South, and legally described as follows:

All of Lots 5, 6 and 7, Block 10, WHARTON AND MILLER ADDITION

WHEREAS, the Planning Commission took action to recommend approval of the Conditional Use Permit and Variances (7-0) at their April 13, 2016 meeting; and

WHEREAS, the City Council has considered the application at its regular City Council meeting on April 13, 2016, reviewed the recommendation of the Planning Commission and evaluated all other evidence presented for consideration; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference
2. Determination. The City Council determines that the proposed Conditional Use Permit and Variances will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, that the request is in harmony with the purpose and intent of the ordinance, the terms were consistent with the Comprehensive Plan, the property owner proposed to utilize the property in a reasonable manner, the plight of the property owner is due to circumstances unique to the property, and that the variance would not alter the essential character of the neighborhood.
3. Conditional Use Permit / Variances. The Conditional Use Permit and Variances of 2 feet for garage height, 2 feet for garage sidewall height, 5 feet for a side yard setback and 9 feet for a parking setback for the property at 141 6th Street South, South St. Paul, Dakota County, Minnesota, are hereby granted with the following requirements:

- A. **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:
- | | |
|---|------------------|
| 1. Application/Narrative (City of South St. Paul) | dated 12/29/2015 |
| 2. Sign Elevations / Plans (Spectrum Signs) | dated 12/15/2015 |
- B. **Building / Sign Permits Required.** Building Permits and Sign Permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal. Sign Permits are subject to the review and approval of the City Planner.
- C. **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- D. **Termination of the Variance.** The variance will terminate if improvements have not substantially begun within 1-year from the date of approval. The violation of any condition of approval for the variance shall terminate the variance.
- E. **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:
- | | |
|---|------------------|
| 1. Application / Narrative (Wallace Properties) | dated 03/07/2016 |
| 2. Site Plan (Wallace Properties) | dated 03/07/2016 |
| 3. Exterior Elevations (Wallace Properties) | dated 03/07/2016 |
- F. **Building Permit Required.** Building permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- G. **Parking and ADA Accessible Parking.** The applicant shall stripe the parking spaces and shall sign and stripe the parking lot to provide ADA accessible parking spaces at the building site.
- H. **Revised South Side Architectural Elevation Plans and/or Landscaping Plans.** The applicant shall submit revised architectural and/or landscaping plans to break the blank wall span along the south side of the property.
- I. **Parking Lot Screening and Dumpster Screening.** The proposed surface parking area shall require privacy fence to a minimum height of 3 ½ feet to help screen the adjacent residential property from headlight glare. Dumpsters shall be screened in accordance with City Code, such screening is subject to review and approval of the City Planner.

Resolution No. 2016-83

April 18, 2016

Page 3 of 3

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

- K. **Extinguishing Previous Variances.** The variances approved by City Council Resolutions 2011-161 and 2012-140 for a building addition on the south side of the building were never substantially begun and have therefore terminated as per the conditions of approval for the variances.

- L. **Termination of the Conditional Use Permit / Variances.** The Conditional Use Permit / Variances will terminate if improvements have not substantially begun within 1-year from the date of approval of the Conditional Use Permit / Variances. The violation of any condition of approval shall terminate the Conditional Use Permit / Variances.

Adopted this 18th day of April, 2016.

City Clerk

Planning Commission Meeting Date: Wednesday, April 13, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.D
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Project Name:	Wallace Electric Variance and CUP	
Site Address:	218 13 th Avenue South	PID: 368390010071
Applicant:	Wallace Electric; Peder Wallace	
Request:	Consider the request for a Conditional Use Permit and a Variance for a detached garage building.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	April 18, 2016	
Deadline:	May 5, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location Map, previous approvals B. Correspondence from neighboring property owners (None) C. Materials submitted by the applicant	

BACKGROUND

Wallace Properties is currently requesting a Conditional Use Permit and variances to allow for the construction of a detached garage and exterior parking lot area. Previously Wallace Properties purchased the lot at 224 13th Avenue South and received approval to combine the parcel with the property at 218 13th Avenue South through Resolution 2011-43 on March 21, 2011. At the time of the proposal Wallace included some notations about a proposal for a detached garage on the new property but the conditions of approval included that a separate site plan approval process was required for the proposed garage building. Wallace Properties returned later that year with a different proposal for a 3,800 square foot building addition with attached two sections of attached garage space and two exterior parking spaces off of 13th Avenue, the variances for the addition were approved on September 19, 2011. In August of 2012 the applicant returned to the City and proposed that the front section of the garage addition would instead be retail/office space and only the rear portion of the addition would be garage space. The current proposal is similar to the original proposal for a detached garage and would follow the same 5-foot side building setback as approved through the 2012 variance.

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Commercial	C-1: Retail Business	Commercial (Wong's)
South	Commercial	C-1: Retail Business	Detached Single Family Residential
East	Commercial	C-1: Retail Business	Commercial (Southview Shopping Center)
West	Low Density Residential	R-2: Single and Two-Family Residence	Detached Single Family Residential

Subject Property Site Data	
Future Land Use Plan	Commercial
Existing Land Use	Commercial (old Neighbors, Inc. building)
Zoning	C-1: Retail Business
Property Size	.34 acres (14,924 Total square feet)
Topography	Front – flat, sloping upward from 13 th Avenue going west to the alley

ZONING SUMMARY:

Bulk Requirements	Required	Existing	Proposed
Setbacks:			
Front yard	40 ft. from centerline / block avg.	24 ft	46 ft
Side yard (south)	10 ft.	41 ft	5 ft.
Rear yard	10 ft.	24 ft	10 ft.
Building Height: (access. bldg.)	16 ft Max floor to peak	N/A	18 ft floor to peak
Site Design			
Parking Standards:			
Parking stalls	N/A	12	21
Accessible parking stalls	1	0*	0*
Exterior Building Materials:			
Other Critical Zoning Items			
Floodplain		No	
Shoreland		No	
MNRRRA		No	
Utility easements		No	

*ADA accessible parking spaces need to be striped and signed and include the required access aisle space. One space is required for parking with 25 spaces or less, 26 or more would require 2 accessible spaces.

EVALUATION OF THE REQUEST

A. VARIANCE / CONDITIONAL USE PERMIT

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

1. Zoning / Land Use

The property is zoned C-1: Retail Business District. The C-1 District allows offices and retail service spaces as permitted uses in the district. The garage use would be considered an accessory use on the property and the only vehicular access to the garage would come from 13th Avenue.

2. Exterior materials

The dominant building material is cement board ("Hardieboard") siding. There is some variation in the pattern of the cement board siding for the south side of the building where it faces the residential property and there is inclusion of brick veneer on the front of the building to match the existing structure. While the C-1 district does not use the same architectural standards as the GB and I zoning districts the Planning Commission may want to discuss these materials. It would make sense to require additional brick on the 13th Avenue side to match the principal building and arguably there should be more brick on the south side as well. However, since that side abuts residential property in close proximity it may give the feel of walling off that side too much so having siding with 2 different patterns may be preferable there. The rear side of the garage would be all siding which would make it blend in with the other residential garages that are off of that alley.

3. Parking/Parking Surfaces

The City Code states that parking surfaces be paved and include curbing. The parking in front of the existing building is concrete but without curbing and requires backing up onto 13th Avenue. The proposed parking spaces in front of the garage are turned to face the side which allow access to the garage and also would have parking spaces operate in a more typical fashion. Privacy fencing consisting of wood, PVC, or composite fencing to a minimum height of 3.5 feet should be installed along the south side of the parking spaces to provide adequate screening for the residential property to the south.

4. Correspondence from Neighboring Property Owners

Staff had not received any correspondence from neighboring property owners prior to the writing of this report.

5. Variances Proposed in the Application

The City's Zoning Code (Sec. 118-270) requires a side yard setback of 10 feet for commercial structures in the C-1 district. The application shows a side setback of 5 feet. Additionally, the application also shows parking spaces without the require parking setback (approximately 1 foot of space provided). The height of the garage and sidewall height of the garage also exceed the maximum height. The site does have an elevation change from the alley and as shown the sidewalls would only be about 5 feet tall at the alley side of the property.

6. Variance Findings

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

- a. *The variance is in harmony with the general purpose and intent of the ordinance*
- b. *The terms of the variance are consistent with the Comprehensive Plan, and*
- c. *The applicant for the variance establishes that there are practical difficulties in complying with the ordinance. (Economic considerations alone do not constitute practical difficulties). Practical difficulties as used in connection with the granting of a variance means that:*
 - i. *The property owner proposes to utilize the property in a reasonable manner.*
 - ii. *The plight of the property owner is due to circumstances unique to the property that were not created by the property owner, and*
 - iii. *The variance will not alter the essential character of the neighborhood.*

Staff has reviewed the proposal and determined that the use conforms to the general purpose of the Zoning Code and with conditions should not substantially diminish or impair property values, will not impede the normal and orderly development of property in the neighborhood, already has adequate utilities, and as an existing building has adequate ingress and egress.

7. Conditional Use Permit Findings:

The applicant is seeking as Conditional Use Permit (CUP) for a 30-foot by 64-foot accessory building/ garage on the property at 218 13th Avenue South. The Council may grant a Conditional Use Permit, if the following criteria can be met:

- ✓ *The proposed conditional use conforms to the general purpose and intent of the zoning code.*
- ✓ *The conditional use will not substantially diminish or impair property values within the neighborhood, and in consideration of this question the comparison of the use shall be with respect to uses that are permitted without a Conditional Use Permit in the district which the use is located.*

- ✓ *The conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district affected.*
- ✓ *Adequate utilities, access roads, streets, drainage, and other necessary facilities have been provided.*
- ✓ *Adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.*

Staff has reviewed the proposal and determined that the use conforms to the general purpose of the Zoning Code and with conditions should not substantially diminish or impair property values, will not impede the normal and orderly development of property in the neighborhood, already has adequate utilities, ingress and egress are not impacted.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Variance findings (see p. 4 of this report) and the Conditional Use Permit findings (see p.5 of this report), then staff would recommend the following conditions for a *recommendation* for approval:
- **(Step 1) Findings:** The Planning Commission would need to include findings (see the section above) that the proposed Conditional Use would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions. Additionally the Commission would need to include findings for the Variances.
 - **(Step 2) Recommendation for Approval:** Approval of the **Conditional Use Permit** an accessory building over 200 square feet and **Variances** of 2 feet for garage height, 2 feet for sidewall height on the garage, 5 feet for the side yard setback, and 9 feet for parking setback for the property located at 218 13th Avenue South, subject to the following conditions:
 - 1) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

a) <u>Application / Narrative (Wallace Properties)</u>	<u>dated 03/07/2016</u>
b) <u>Site Plan (Wallace Properties)</u>	<u>dated 03/07/2016</u>
c) <u>Exterior Elevations (Wallace Properties)</u>	<u>dated 03/07/2016</u>
 - 2) **Building Permits Required.** Building permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.

- 3) **Parking and ADA Accessible Parking.** The applicant shall stripe the parking spaces and shall sign and stripe the parking lot to provide ADA accessible parking spaces at the building site.
 - 4) **Revised South Side Architectural Elevation Plans and/or Landscaping Plans.** The applicant shall submit revised architectural and/or landscaping plans to break up the blank wall span along the south side of the property.
 - 5) **Parking Lot Screening and Dumpster Screening.** The proposed surface parking area shall require privacy fence to a minimum height of 3 ½ feet to help screen the adjacent residential property from headlight glare. Dumpsters shall be screened in accordance with City Code, such screening is subject to the review and approval of the City Planner.
 - 6) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
 - 7) **Extinguishing Previous Variances.** The Variances approved by City Council Resolutions 2011-161 and 2012-140 for a building addition on the south side of the building were never substantially begun and have therefore terminated as per the conditions of approval for the variances.
 - 8) **Termination of the Conditional Use Permit / Variances.** The Conditional Use Permit / Variance will terminate if improvements have not substantially begun within 1-year from the date of approval of the Conditional Use Permit / Variances. The violation of any condition of approval shall terminate the Conditional Use Permit / Variances.
- B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.
- **Recommendation for Denial:** Denial of the proposed **Conditional Use Permit/Variance** for the property located at 218 13th Avenue South for the following reasons:

1) _____

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Conditional Use Permit/Variances for the property located at 218 13th Avenue South subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

218 13th Ave S



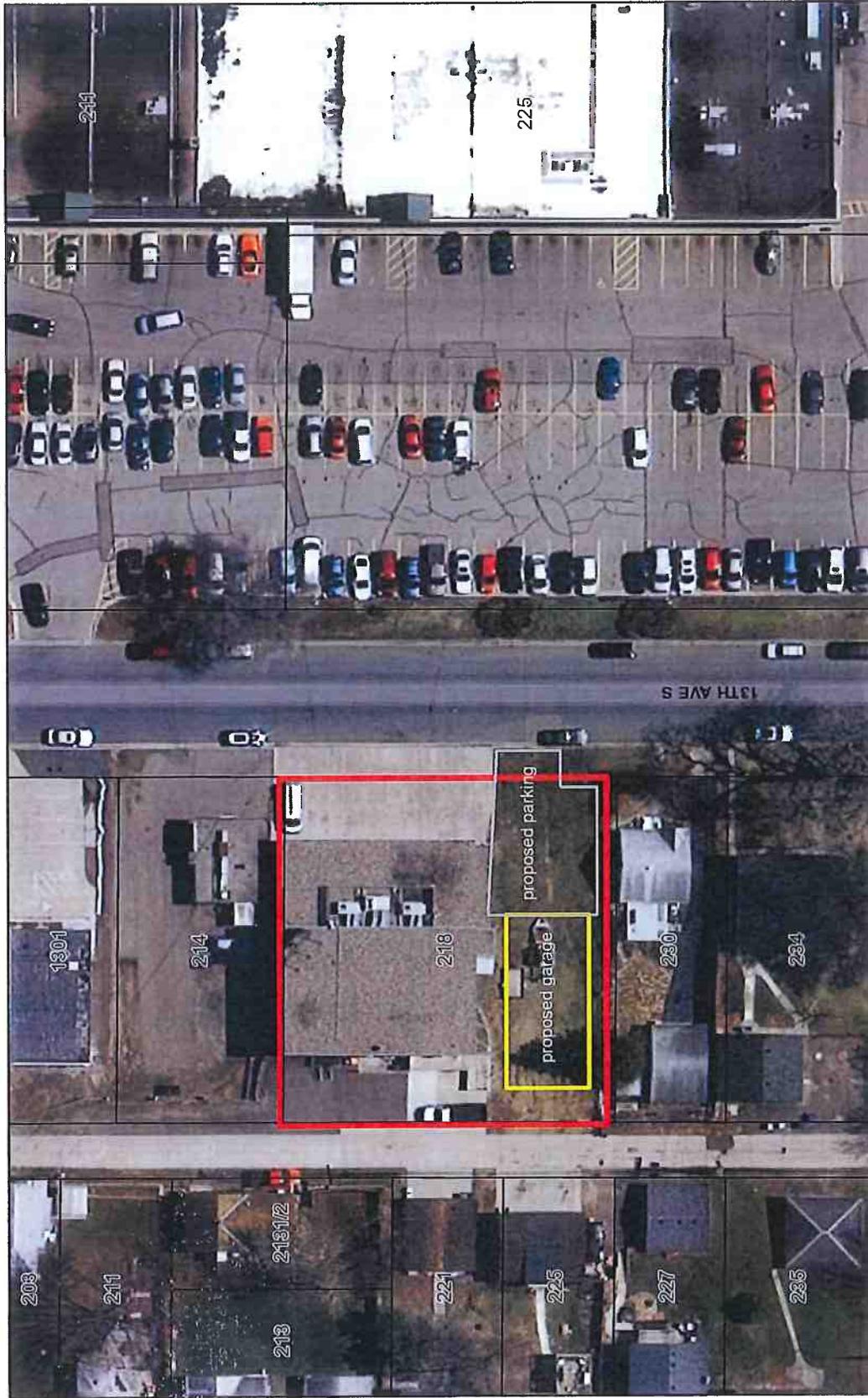
April 1, 2016

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Property Information

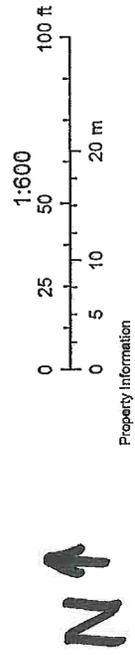
Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

A,

218 13th Ave S



April 1, 2016



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.

(2012 proposal)

A3

Michael Mann Architects
 1115 S. CARROLL AVE. N
 LAKEVILLE, MN 55044-8600
 P 612.347-5496
 E michael@mannarchitects.com

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Michael Mann Architects
 Registration No. 21772

- Elevation Keynotes**
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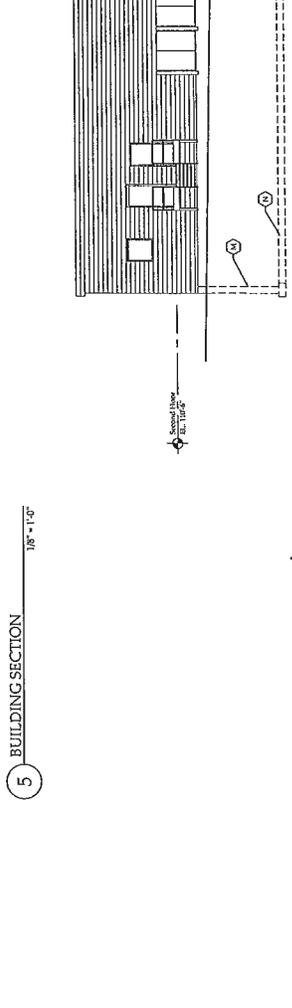
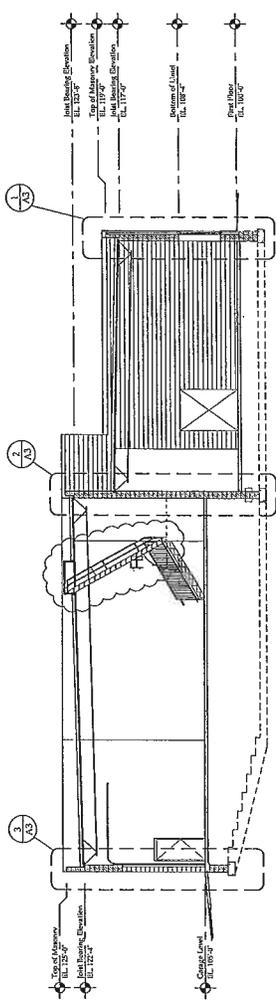
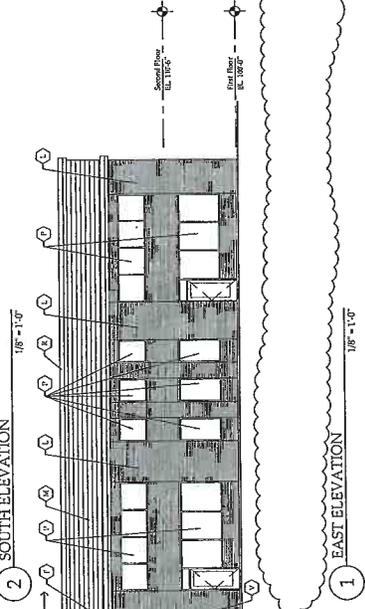
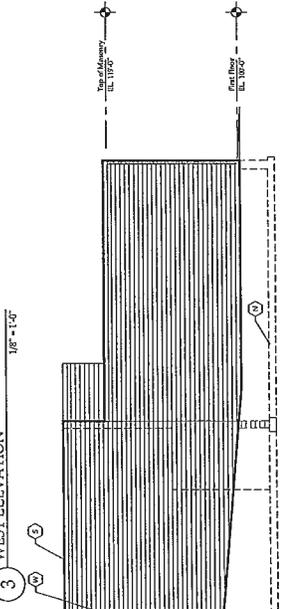
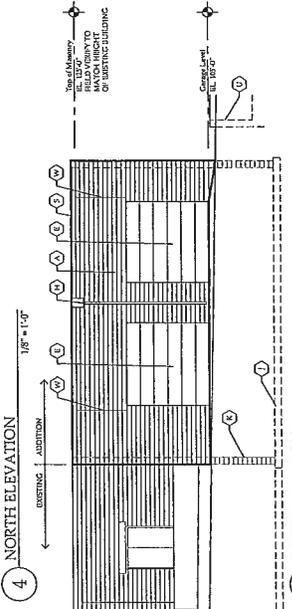
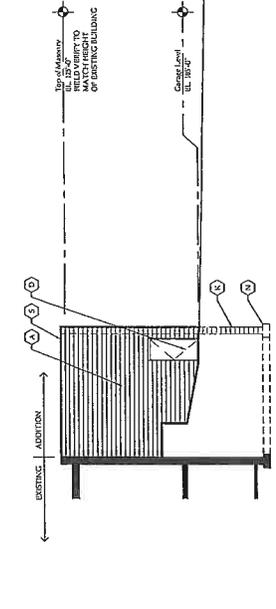
Project Name
 1155

Site
 41/R2012 Issue for Permit

Client
 Wallace Electric
 218 13th Avenue South
 S. St. Paul, Minnesota

Sheet No.
 Exterior Elevations
 Building Sections

Sheet Number
 A2



Ac

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 2012-140

**RESOLUTION RELATED TO ZONING: APPROVING
VARIANCES FOR A BUILDING ADDITION AND RELATED PARKING
VARIANCES FOR THE PROPERTY LOCATED AT 218 13TH AVENUE SOUTH**

WHEREAS, the City Council approved variances for a 3,800 square foot building addition and related parking variances for the property located at 218-13th Avenue South; and legally described as:

A. Lot 5, 6, & 7, Block 10, Wharton and Miller's Addition to South St. Paul

WHEREAS, an application was received in July of 2012 from Wallace Electric to allow for a change in use of part of the building addition from the previously approved garage space to a lease space for office and retail uses which would require additional parking spaces under the City's zoning code; and

WHEREAS, the previous variance approval conditions from Resolution 2011-161 have been incorporated into this resolution so that the previous resolution may be extinguished and there would be one record of the variance approval; and

WHEREAS, the Planning Commission held a public hearing on the application at their August 1, 2012 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Variances (6-0) at their August 1, 2012 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference
2. Determination. The City Council determines that the proposed Variances will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, the City Council determines that the applicant has

proposed to utilize the property in a reasonable manner, that the plight of the applicant is due to circumstances unique to the property that were not created by the applicant, and the proposed Variances would not alter the essential character of the neighborhood.

3. Variances. A 5-foot side yard setback where a 10-foot setback is required, a 2-foot side yard setback (existing building) where a 10-foot setback is required, a variance expanding a nonconforming building, head-in parking with direct access from 13th Avenue, and a variance for the number of off-street parking spaces (19-space variance), for the property located at 218 13th Avenue South, South St. Paul, Dakota County, Minnesota, are hereby granted subject to the following conditions:

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

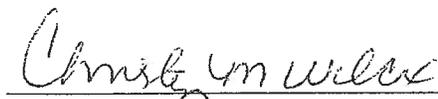
a) Application/Narrative (Wallace Properties)	dated 08/30/2011
b) Site Plan (Wallace Properties)	dated 08/30/2011
c) Exterior Elevations (Wallace Properties)	dated 08/30/2011
d) Survey (Lot Surveys Company, Inc.)	dated 03/08/2011
e) Application / Narrative (Wallace Properties)	dated 07/03/2012
f) Site Plan (Wallace Properties)	dated 07/03/2012
g) Exterior Elevations (Wallace Properties)	dated 07/03/2012

- 2) **Building Permits Required.** Building permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- 3) **Extinguishing Previous Variances and Incorporation of Previous Conditions.** All prior Variances are extinguished in conjunction with the approval of this Variance approval and the conditions of approval from the Variances approved by City Council Resolution 2011-161 for a building addition are hereby incorporated into this Variance. The conditions are as follows:
- 4) **Revised South Side Architectural Elevation Plans and/or Landscaping/Drainage Plans.** The applicant shall submit revised architectural and/or landscaping plans to break up the blank wall span along the south side of the property.
- ~~5) **Recording the Previously Approved Lot Combination.** The applicant must record the lot combination approved through Resolution 2011-43 with Dakota County before a building permit for the proposed addition may be issued.~~

A₃

- 6) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 7) **Recording of the Variance.** The applicant shall have the Variance recorded at the Office of the Dakota County Recorder and shall provide the City with a copy of the recorded Variance.
- 8) **Termination of the Variance.** The variance will terminate if improvements have not substantially begun within 1-year from the date of approval of the variance. The violation of any condition of approval for the variance shall terminate the variance. The property must be continually operated for use specified in the Variance to remain valid. If the property is not used for the use listed in this Variance for a period of 1-year then the Variance shall terminate.

Adopted this 6th day of August 2012.



City Clerk

Established in 1962
LOT SURVEYS COMPANY, INC.
 LAND SURVEYORS
 REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA

1501 73rd Avenue North
 Minneapolis, Minnesota 55428 (763) 560-3093
 Fax No. (763) 560-3522

Surveyors Certificate

SITE PLAN SURVEY FOR:
PEDER WALLACE

INVOICE NO. 79227 / 79646
 F.B.NO. 1053-21
 SCALE: 1" = 20'

- Denotes Found Iron Monument
- Denotes Iron Monument

x000.0 Denotes Existing Elevation

(Survey from 2011 proposal)

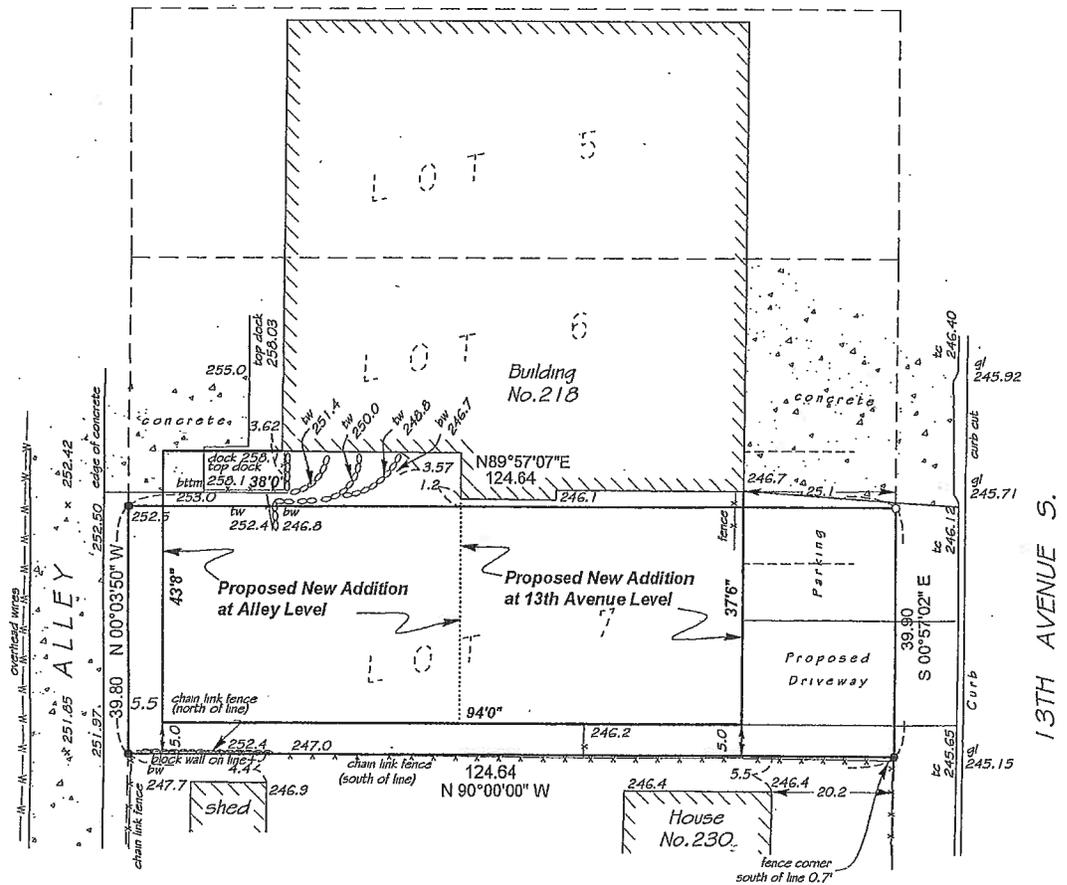
basis of bearings is assumed.

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

Property Address: 224 13th Avenue S, South St. Paul, MN

Benchmark: Top nut of hydrant located at the northwest
 corner of 13th Ave. S. & 3rd Street S.
 Elevation = 244.34 feet (City of South St. Paul datum)

Heavy snow cover at time of fieldwork.



Lot 7, Block 10, WHARTON AND MILLER'S ADDITION TO SOUTH ST. PAUL,
 Dakota County, Minnesota.

The only easements shown are from plats of record or information provided by client.
 I certify that this plan, specification, or report was prepared by
 me or under my direct supervision and that I am a duly Licensed
 land Surveyor under the laws of the State of Minnesota.

Surveyed by us this 8th day of March 2011.

Rev	8-30-11 proposed Building Addition	Drawn By	DJS
File Name	Wam-7-10fb105321inv79646proposed.dwg		

Signed *Gregory R. Pransch*
 RECEIVED
 SEP 07 2011
 Gregory R. Pransch, Minn. Reg. No. 24992

7/10

(2011 proposal)

CONSULTANTS

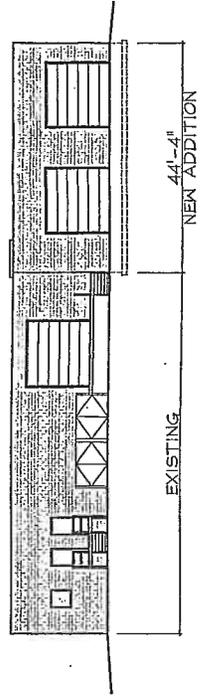
KALLACE BUILDING
216 8TH AVE SOUTH
SOUTH ST. PAUL, MI

DATE: 8/2/11
DRAWN BY: [blank]
CHECKED BY: [blank]
DATE: [blank]

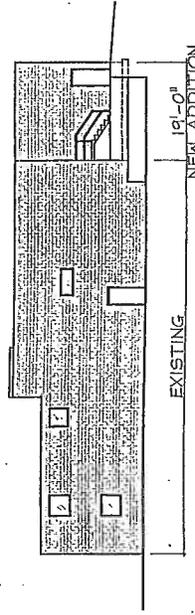
PROJECT: [blank]
NO. OF SHEETS: [blank]
SHEET NO.: [blank]

EXTERIOR ELEVATIONS

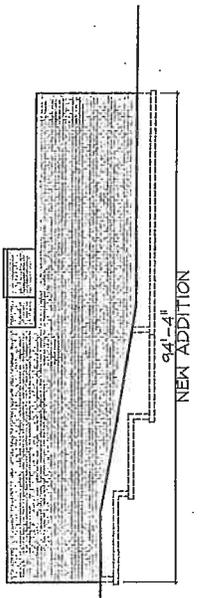
2 OF 2



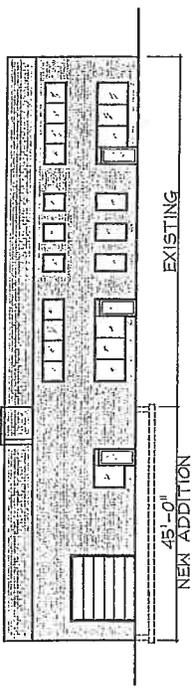
WEST ELEVATION - ALLEY



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION - 13th AVE. SOUTH

Wallace Properties
218 13th Ave. S. Suite 200
South St. Paul, MN 55075

February 29, 2016

Wallace Properties is asking for a variance to construct a garage to the current property located at 218 13th Avenue S. With this variance, we are asking for a 5 foot side set back in lieu of the standard 10 ft side set back on the South side of the proposed garage and a 3' backside set back on the west side alley portion to match the residential setback code for alleys.

We would experience several hardships without this variance. Some of these include:

** Service vehicles and delivery indoor parking would be very difficult if not impossible without this extra 5 feet of indoor clearance for turning radius.

** The current elevation of the property we are using for the garage has an 8 foot elevation change from front to back thus it is a very difficult structure to fit on this property for parking purposes.

** If this variance is granted, it will not change the nature of the locality. This is all commercial property with a single family residence on the south side. The height of the new garage is no taller than the existing structure. Therefore, giving the same appearance of the current structure.

***The reason we are adding a garage is to add off-street indoor parking to free up or lessen the street parking needed by employees. Also, due to the harsh winter elements, we need additional covered storage for our tools and equipment.

***The addition is approximately 1980 square feet (66 ft x 30 ft). Construction will consist of block wall construction on three walls stepped down. Then stick framing for remainder of the garage. The front of the building (facing 13th Avenue) will be finished with brick veneer to match the existing building and cement lap siding on 3 sides. .

*** Landscaping will consist of shrubs or mulch located on the south wall of the building and will be discussed with the adjacent home owner to ensure their approval of all landscaping. There will also be a privacy fence from the SE corner of the building toward the street to deter any vehicle headlights infringing on neighbors home.

*** Parking area will be constructed of concrete to match the existing layout for the current building.

*** There are no current plans for any added signage needed on the new building addition. There is currently signage on the current building.

Sincerely,



Peder Wallace/President

Wallace Electrical Construction, Inc.

218 13th Street S. Suite 200

South St. Paul, MN 55075

Phone: 651-458-3476

Fax: 651-451-8839

Wallace Electrical Construction is an electrical contracting company that specializes in temperature controls. We currently employ 20 employees and carry closer to 30 during the summer months. Our electricians often stop by the shop to pick up materials and currently we need to use the alley for all loading and unloading. The new garage would be accessible from 13th Avenue and would reduce congestion in the alleyway. We also have several vehicles and materials that we would like to be able to house in a covered garage.

Wallace Properties has renovated the property at 218 13th Avenue S. and has made it attractive to commercial renters. This is great for the city of SSP but we do need additional off street parking to accommodate all the employees and customers needing access to the building.

The building is usually occupied from 7:30-5:30 Monday through Friday.

We believe the additional garage and parking spaces will keep more vehicles off the street and it will be aesthetically pleasing since we intend to match the brick and elevation of the existing building.

Sincerely,



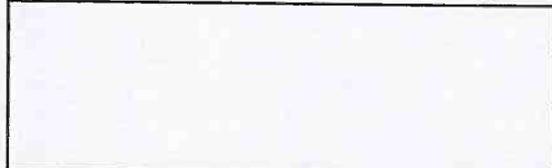
**Peder Wallace
Vice President.**

CA

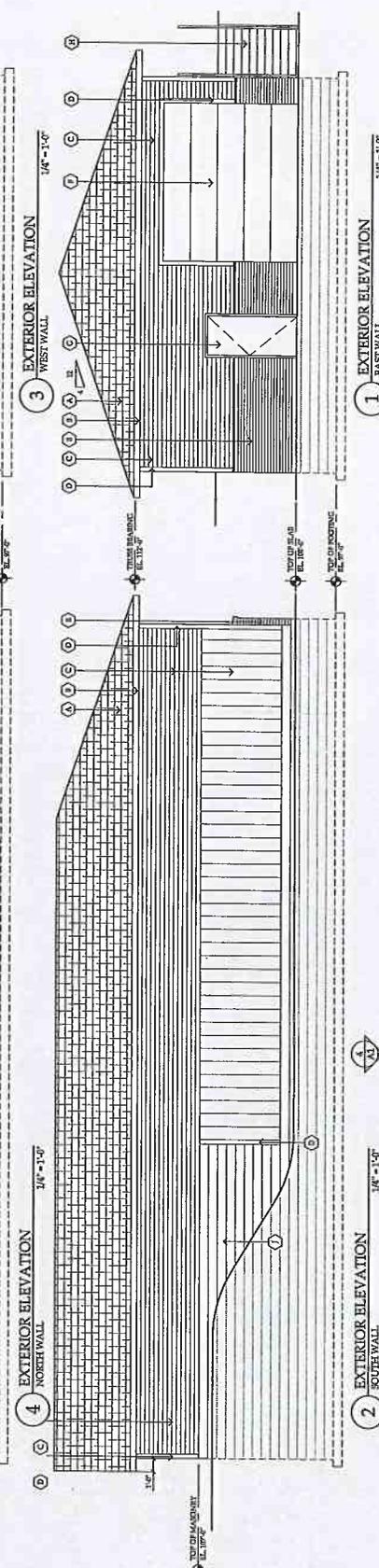
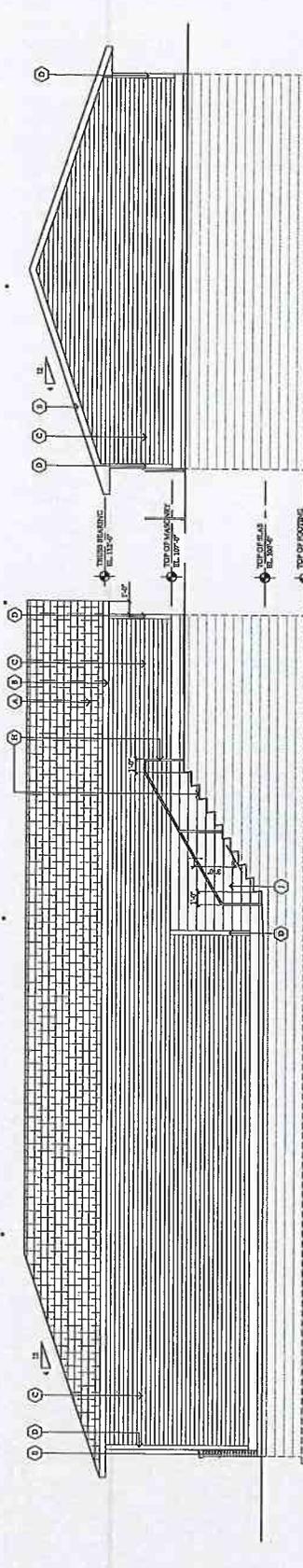
Michael Momen Architects
 700 CHENELL WAY
 LAURELVILLE, OH 45040-9960
 P (614) 247-5406
 E info@michaelmomen.com

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Contractor:
 This drawing is not to be used for construction purposes without the approval of Michael Momen Architects. The contractor shall be responsible for obtaining all necessary permits and for ensuring that all work complies with applicable codes and regulations. The contractor shall also be responsible for obtaining all necessary approvals from the local authorities. The contractor shall be responsible for obtaining all necessary approvals from the local authorities. The contractor shall be responsible for obtaining all necessary approvals from the local authorities.

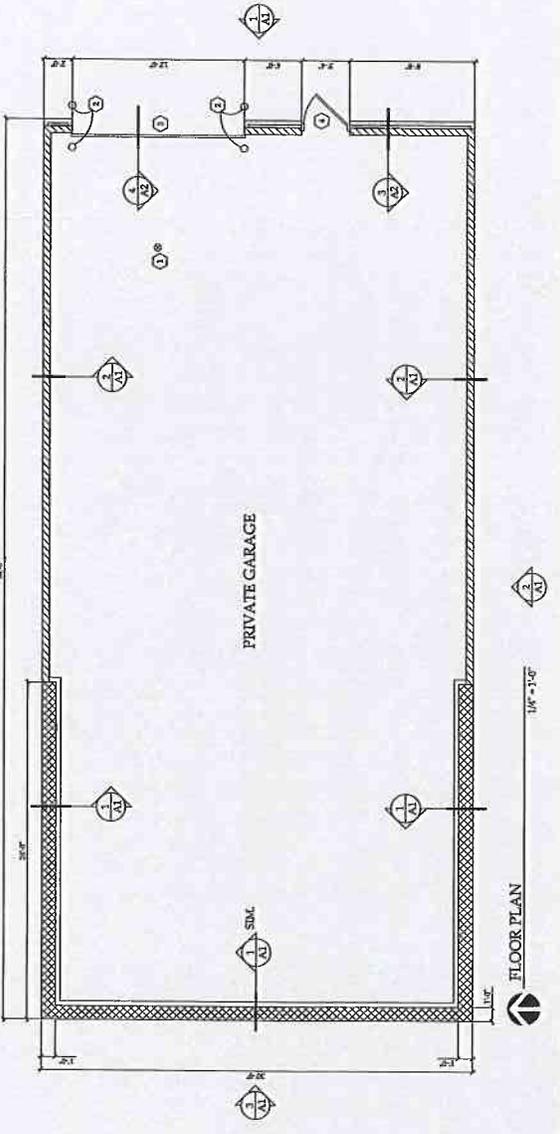


Sheet No.	218 13th Avenue South
Project Name	South St, Paul, MN
Project No.	16110
Date	3/2/2016
Scale	
Author	
Checker	
Project	
1	
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3	
4	
5	
6	



- Exterior Elevation Keynotes
- 1 WRENCH ROOF
 - 2 PREFINISHED METAL FASCIA & SOFFIT
 - 3 CONCRETE BOARD FINISH
 - 4 CONCRETE BOARD FINISH
 - 5 FACE BRICK
 - 6 OVERHEAD DOOR
 - 7 YELLOW METAL DOOR & FRAME
 - 8 CONCRETE FLOOR W/ METAL MANHOLE W/ 1" RIFTS AND 4" RIFTS BASED ON FOOTINGS OF STAIR
 - 9 CONCRETE BLOCK FOUNDATION WALL

- Floor Plan Keynotes
- 1 FLOOR DRAIN
 - 2 PROTECTION BOLLARD - SEE DETAIL 503
 - 3 INSULATED OVERHEAD DOOR - 12' WIDE x 7' TALL W/ INSULATED OPERATOR
 - 4 INSULATED OVERHEAD DOOR - 12' WIDE x 7' TALL W/ INSULATED OPERATOR
 - 5 FRAME - YELLOW METAL W/ 2" JAMB & 4" HEAD
 - 6 HARDWARE - 1" X 1" FACE BRICKS WHEN REMOVABLE (HOLE, CLOSURE, THRESHOLD & WEATHERSTRIP)



FLOOR PLAN
 1/8" = 1'-0"

A1