

City of South St. Paul

COUNCIL AGENDA

Monday, June 6, 2016

7:15 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

A. Presentation: Happy 102nd Birthday Olive May Hendrickson

B. Presentation: Kaposia Days

C. Croatian Hall Scoreboard Donation to Doug Woog Arena

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

7. AGENDA:

A. *Approval of Agenda*

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

A. City Council Meeting Minutes of May 16, 2016

B. Accounts Payable

C. Accept Gifts, Grants, Donations – Croatian Hall Donation of a New Scoreboard to Doug Woog Arena

D. Approve bid from Minnesota Pump Works for the Purchase of a Sewer Grinder and Installation at Waterous Lift Station.

E. Business Licenses

F. Approve Joint Powers Agreement for the Dakota County Domestic Preparedness Committee

- G. Approve 2016-2018 Bargaining Unit Contract between the City of South St. Paul and International Union of Operating Engineers
- H. Declare Certain City Property as Surplus and Authorize Disposal
- I. Sewer Service Claim – Settlement Agreement – 730-8th Ave. So.
- J. Award Alley Catch Basin Repairs
- K. Engineering Services Agreement with Bolton & Menk, Inc. for Wentworth Ave. Preliminary Layout
- L. Application to Conduct Excluded Bingo – South St. Paul Kaposia Days
- M. Wetlands Conservation Act – Local Governmental Unit Designation
- N. Appointment of Election Judges and Absentee Ballot Board

9. PUBLIC HEARINGS:

- A. First Reading – Minimum Building Size in the Industrial Zoning District

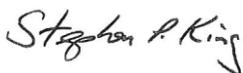
10. GENERAL BUSINESS:

- A. Special Event License Requests by The Garden Bar, 925 Concord Street North
- B. Accept Letter of Retirement from City Engineer/Special Projects Manager
- C. Approve Amendment of Employment Agreement between the City of South St. Paul and Stephen P. King
- D. Fence Variance – 615 Concord Street North
- E. CUP for 2nd Garage & Variance – 357 – 19th Avenue South
- F. CUP/Variance – 150 BridgePoint Drive
- G. CUP for Garage/Variations – 1321 Southview Blvd.
- H. Approving Federal Entitlement Transfer

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

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

The regular meeting of the City Council was called to order by Acting Mayor Tom Seaberg at 7:15 P.M. on Monday, May 16, 2016.

ROLL CALL:

Present,	Acting Mayor Seaberg Councilmembers Niederkorn, Podgorski, Rothecker
Absent,	Mayor Baumann Councilmembers Flatley, Hansen,
Also Present,	City Administrator, Steve King City Attorney, Kori Land City Engineer, Chris Hartzell City Engineer, John Sachi City Planner, Peter Hellegers City Clerk, Christy Wilcox

5) Presentations

- Representatives of the South St. Paul Jaycees invited all residents to the annual City Wide Camp Out to be held at Lorraine Park on June 11th and June 12th.

6) Citizens' Comments

- There were no citizen comments

7) Agenda

Moved by Niederkorn/Podgorski

MOVED: To approve the agenda with the removal of item #10F – Amendment of Employment Agreement between the City of South St. Paul and Stephen P. King.

Motion carried 4 ayes/0 nays

Moved by Podgorski/Rothecker

MOVED: To approve the agenda as amended.

Motion carried 4 ayes/0 nays

8) Consent Agenda

Moved by Rothecker/Niederkorn

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

1. City Council meeting minutes of May 2,2016
2. Resolution No. 2016-92, approving accounts payable
3. Business Licenses
4. Resolution No. 2016-90, approving the payment of a deferred assessment for 202 South Street West (Parcel 36-83300-03-200)
5. Resolution No. 2016-91, approving land lease at Fleming Field with Steve Carpenter and Deborah Kaeder-Carpenter

Motion carried 4 ayes/0 nays

10a) Award of Bid – McMorrow Field Renovation

Moved by Rothecker/Seaberg

MOVED: Resolution No. 2016-93, receiving and accepting bid proposals for renovation of McMorrow Field.

Motion carried 4 ayes/0 nays

10b) American Cancer Society Relay for Life – Interim Use Permit

Moved by Podgorski/Rothecker

MOVED: To adopt Resolution NO. 2016-94, approving an Interim Use Permit for the fundraiser event on the property at 1725 Henry Avenue.

Motion carried 4 ayes/0 nays

10c) Commemorative Air Force Interim Use Permit for MadFurther Car Show Beer Garden

Moved by Niederkorn/Podgorski

MOVED: To adopt Resolution No. 2016-95, approving an amendment to an Interim Use Permit to host a beer garden during the MadFurther Car Show on the property at 310 Airport Road.

Motion carried 4 ayes/0 nays

10d) Commemorative Air Force Interim Use Permit to host Movie Night and Beer Garden

Moved by Podgorski/Rothecker

MOVED: To adopt Resolution No. 2016-96, approving an amendment to an Interim Use Permit to host a beer garden and movie night on the property at 310 Airport Road.

Motion carried 4 ayes/0 nays

10e) Variances/Revised Plan at 521 Stewart Avenue

Moved by Podgorski/Rothecker

MOVED: To adopt Resolution No. 2016-97, approving a 16-foot front setback Variance, 5-foot rear setback Variance and a Variance for lot coverage by building for the property at 521 Stewart Avenue.

Motion carried 4 ayes/0 nays

11) Adjournment

Moved by Niederkorn/Podgorski

MOVED: That the meeting of the City Council adjourn at 7:48 p.m.

Motion carried 4 ayes/0 nays

Approved: June 6, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Finance

ADMINISTRATOR: SJK

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-111 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. 2016-111

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:	
122669-122899	\$ 731,307.94
2016160-2016179	<u>\$ 141,915.03</u>
Total	\$ 873,222.97

Adopted this 6th day of June, 2016.

Christy Wilcox, City Clerk

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122682	5/20/2016		1250 DAKOTA COUNTY PROPERTY RECORDS						Continued...	
122683	5/20/2016		1261 DAKOTA UNLIMITED							
		1,984.00	REPAIR FENCE AT TWIN CITY HIDE		38894	24522	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		1,984.00								
122684	5/20/2016		1265 DANNER INC.							
		1,822.50	CIP3SW-12-145		38820	75394	40402.6371		REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		1,822.50								
122685	5/20/2016		1303 DOODY CLEANING SERVICES							
		340.00	CLEANING SERVICES APRIL		38821	782	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		340.00								
122686	5/20/2016		1309 DOWNTOWNER CAR WASH							
		75.00	BIOHAZARD CLEAN #2158		38822	00002-016124	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		75.00	BIOHAZARD CLEAN #2154		38895	015972	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		150.00								
122687	5/20/2016		1390 FAST SIGNS							
		204.23	FIELD SIGNS		38901	286-45210	40429.6220	201480	REPAIR & MAINTENANCE SUPPLIES	PARK REFERENDUM PROJS
		204.23								
122688	5/20/2016		6658 FIRST SCRIBE							
		80.00	WEB HOSTING		38824	2469314	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		80.00								
122689	5/20/2016		5840 FLAGSHIP RECREATION							
		2,410.00	JEFFERSON/SPRUCE/VET'S PARK		38823	F6041	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		2,410.00								
122690	5/20/2016		1468 GENERAL REPAIR SERVICES							
		516.22	GASKET		38825	60033	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		516.22								
122691	5/20/2016		1497 GOPHER STATE ONE-CALL							
		159.50	LOCATES		38826	6040710	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		159.50	LOCATES		38826	6040710	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		319.00								
122692	5/20/2016		1500 GOVERNMENT FINANCE OFFICERS ASSOCIATION							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122692	5/20/2016		1500 GOVERNMENT FINANCE OFFICERS ASSOCIATION						Continued...	
		150.00	MEMBERSHIP / HILGER 2016		38827	0141199 5/2/16	10150.6471		DUES & SUBSCRIPTIONS	FINANCE
		150.00								
122693	5/20/2016		1560 HEALTHPARTNERS							
		98,688.66	HEALTH PREMIUMS JUNE 2016		38828	65806203	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,111.68	DENTAL PREMIUMS		38828	65806203	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		99,800.34								
122694	5/20/2016		1615 HUEBSCH OF MINNESOTA							
		6.51	ENGINEERING MATS		38900	3662069	10315.6210		OPERATING SUPPLIES	ENGINEERING
		24.24	FINANCE/ADMIN MATS		38900	3662069	10150.6210		OPERATING SUPPLIES	FINANCE
		6.51	LICENSING/CODE MATS		38900	3662069	10420.6210		OPERATING SUPPLIES	CODE ENFORCEMENT
		37.26								
122695	5/20/2016		6671 IMAGE BUILDERS GENERAL CONTRACTOR, INC							
		650.00	UNIT TURNAROUND		38829	042716	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		650.00								
122696	5/20/2016		1718 KAPOSIA CONVENIENCE CENTER CORP							
		6.50	CAR WASHES POLICE DEPT		38902	4788	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		6.50	CAR WASH POLICE DEPT		38903	9832	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		13.00								
122697	5/20/2016		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		6,738.94	ENGINEERING SVCS THRU 3/31/16		38830	7722008	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		6,738.94								
122698	5/20/2016		3535 L'ALLIER CONCRETE, INC.							
		1,200.00	COMPUTER AREA CIP #POL-14-105		38904	JL3310	40402.6371		REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		1,200.00								
122699	5/20/2016		3577 LANDMARK ENVIRONMENTAL, LLC							
		2,787.00	820 SOUTHVIEW SOIL TESTS		38905	15090.02-2	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		2,787.00								
122700	5/20/2016		1803 LANGUAGE LINE SERVICES							
		51.81	OVER THE PHONE TRANSLATION		38906	3813130	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		51.81								
122701	5/20/2016		1811 LAWSON PRODUCTS INC.							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122701	5/20/2016		1811 LAWSON PRODUCTS INC.						Continued...	
		137.69	OIL		38832	9304049044	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		126.74	CABLE TIES		38833	9304057189	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>264.43</u>								
122702	5/20/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		81.12	RADOSEVICH		38834	C0041304	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
						4/30/16				
		<u>81.12</u>								
122703	5/20/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		271.14	MICHAELSON		38835	C0042237	10520.6151		WORKERS COMP DEDUCTIBLE	PARKS ADMINISTRATION
						4/30/16				
		<u>271.14</u>								
122704	5/20/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		201.80	STEFFEN		38836	C0042402	10320.6151		WORKERS COMP DEDUCTIBLE	PUBLIC WORKS
						4/30/16				
		<u>201.80</u>								
122705	5/20/2016		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	MARCH LEGAL SERVICES		38837	4/30/2016	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		2,642.00	MARCH LEGAL SERVICES		38837	4/30/2016	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		888.50	MARCH LEGAL SERVICES		38837	4/30/2016	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		1,376.40	MARCH LEGAL SERVICES		38837	4/30/2016	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		237.50	MARCH LEGAL SERVICES		38837	4/30/2016	40429.6302	201490	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		37.50	APRIL LEGAL SERVICES HRA		38838	4/16 20073E	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>6,681.90</u>								
122706	5/20/2016		1826 LEXISNEXIS RISK SOLUTIONS							
		50.00	USAGE FEE		38839	1411215-2016043	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
						0				
		<u>50.00</u>								
122707	5/20/2016		1832 LILLIE SUBURBAN NEWSPAPERS							
		73.50	NOTICES AND BIDS PUBLISHED		38840	001509 4/29/16	10410.6341		ADVERTISING	CITY PLANNER
		34.91	IMP HRG / BRR		38840	001509 4/29/16	40432.6371	201607	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		34.92	IMP HRA / M&O		38840	001509 4/29/16	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		<u>143.33</u>								
122708	5/20/2016		1838 LITTLE FALLS MACHINE, INC.							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122708	5/20/2016		1838 LITTLE FALLS MACHINE, INC.						Continued...	
		225.22	PARTS FOR #339		38907	00057150	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		225.22								
122709	5/20/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		290.00	APPL SUP POLICE APS		38908	41825	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,554.00	APPL SUP POLICE MCD		38908	41825	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		2,461.00	APPL SUP FINANCE		38908	41825	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		1,906.00	APPL SUP HR/PAYROLL		38908	41825	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		42.00	APPL SUP UB (RETIREEES)		38908	41825	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,092.00	APPL SUP PIMS		38908	41825	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		210.00	APPL SUP BUS LIC		38908	41825	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		210.00	APPL SUP CODE ENFORCEMENT		38908	41825	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		1,208.00	APPL SUP PARK & REC		38908	41825	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		137.00	APPL SUP INSIGHT SOFTWARE		38908	41825	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		4,141.00	APPL SUP UTILITY BILLING		38908	41825	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		14,251.00								
122710	5/20/2016		1434 MADDEN GALANTER HANSEN, LLP							
		40.50	LABOR RELATIONS SERVICES		38910	5/1/2016	10120.6302		PROFESSIONAL SERVICES	CITY ADMINISTRATION
		40.50								
122711	5/20/2016		1867 MADISON NATIONAL LIFE INSURANCE CO.							
		1,820.14	PREMIUMS JUNE 2016		38841	5/13/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		.53	SALARY CHANGES		38841	5/13/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		1,820.67								
122712	5/20/2016		6807 MAUCH, RACHEL							
		50.00	COMPLIANCE CHECK DECOY		38898	5/12/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		50.00								
122713	5/20/2016		1889 MAUER CHEVROLET							
		69.34	PARTS FOR #2163		38911	6114890/1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		377.75	LABOR		38911	6114890/1	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		447.09								
122714	5/20/2016		1907 MEDTOX LABORATORIES, INC.							
		50.00	QUARTERLY TESTING FEES		38842	042016702635	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		50.00								
122715	5/20/2016		1913 MERIT ELECTRIC COMPANY							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122738	5/20/2016		6360 PROFORMA POWERHOUSE SOLUTIONS						Continued...	
122739	5/20/2016		2277 PUSH PEDAL PULL							
		100.00	EQUIPMENT REPAIR/TREADMILL		38870	166517	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		100.00								
122740	5/20/2016		4681 RADOSEVISH, LACEY							
		258.98	GAS REIMBURSMENT		38927	5/3/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		258.98								
122741	5/20/2016		2304 RAUCHWARTER, INC.							
		453.00	GASKETS FOR WATEROUS		38871	042216	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		453.00								
122742	5/20/2016		1634 RICOH USA, INC.							
		227.00	5/25/2016-6/24/2016		38928	96746983	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		227.00								
122743	5/20/2016		2344 RIVER COUNTRY COOPERATIVE							
		3,697.94	FUEL POLICE		38872	141383 4/30/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		242.08	APRIL FUEL PURCHASES AIRPORT		38929	141375 4/30/16	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		3,940.02								
122744	5/20/2016		5537 SAFE-FAST INC							
		4,066.75	CONFINED SPACE RESCUE EQUIP		38941	INV167492	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		4,066.75								
122745	5/20/2016		2408 SCHINDLER ELEVATOR CORPORATION							
		687.77	JOHN CARROLL BUILDING		38930	8104229401	50678.6371		REPAIRS & MAINT CONTRACTUAL	JOHN CARROLL APT BLDG
		667.03	PREVENTIVE MAINTENANCE		38931	8104229763	50677.6371		REPAIRS & MAINT CONTRACTUAL	NAN MCKAY APT BLDG
		1,354.80								
122746	5/20/2016		5306 SETPOINT SYSTEMS CORP							
		800.00	APRIL-JUNE MAINTENANCESOFTWARE		38932	T16249	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		800.00								
122747	5/20/2016		2513 SSPSS DRAMA CLUB							
		25.00	PROGRAM AD		38873	5/12/2016	20250.6341		ADVERTISING	CENTRAL SQUARE
		25.00								
122748	5/20/2016		2558 STATE INDUSTRIAL PRODUCTS							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122754	5/20/2016		6765 VER-TECH, INC						Continued...	
122755	5/20/2016		2767 W.D. LARSON COMPANIES LTD, INC.							
		81.24	PARTS FOR #314		38878	B-261170200	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		81.24								
122756	5/20/2016		3624 WALLACE, MIKE							
		171.72	SPRING APWA CONFERENCE		38940	5/17/2016	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		171.72								
122757	5/20/2016		2804 WELLS FARGO REMITTANCE CENTER							
		1,500.00	VIEWCOMM-SEC CAMERA LICENSE		39040	JEBB	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		82.99	TRACTOR SUPPLY-PUMP SPRAYER		39041	7GYM	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		45.00	SAMS-MEMBERSHIP RENEWAL		39042	RAMX	20245.6471		DUES & SUBSCRIPTIONS	AIRPORT
		21.45	SAMS-SNACKS		39043	GQJD	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		217.14	ZOROTOOLS-KEY KEEPER/BATTERIES		39044	E4VK	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		107.57	QUILL-EASEL/SHARPIE PENS		39045	RBAF	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		38.53	CARIBOU-COFFEE		39046	NAAD	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		.51	MN DVS-TAX		39047	4SB3	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		20.75	MNDVS-TITLE TRANSFER		39048	4SNF	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		68.55	FLUEGEL-SAMMY FOOD		39049	LV09	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		89.94	POLICE BIKE STORE-BIKE SHORTS		39050	AR8J	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		515.82	COURTYARD-LODGING		39051	RXLM	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		502.32	COURTYARD-LODGING		39052	RXL3	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		12.00	MN DVS-TAB FEE		39053	Q6AN	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		20.75	MN DVS-TITLE FEE		39054	Q6BG	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		.29	MN DVS-TAB TAX		39055	Q62F	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		.51	MN DVS-TITLE TAX		39056	Q62Z	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		43.00	ECOLLERTECH-DOG TRAINER		39057	Y8LJ	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		6.00	U of M-PARKING		39058	VL86	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		17.98	CUB FOODS-DONUTS		39059	8GJ4	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		64.95	BROWNELLS-SAFETY SELECTOR		39060	T5X9	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		200.02	BEST WESTERN-LODGING		39061	9AVL	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		99.00	AMAZON PRIME-MEMBERSHIP		39062	FAD6	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		7.35	USPS-RETURNED SHIRTS		39063	BAV8	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		9.99	OFFICEDEPOT-BUBBLE MAILERS		39064	HBN4	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		157.85	OFFICEDEPOT-DVD SLEEVE/TRAY		39065	HBRP	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		272.28	CUB FOODS-VEGGIE/MEAT PLATERS		39066	AD7R	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		115.00	BCA TRAINING-REGISTRATION		39067	AS2S	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		68.55	FLUEGEL-SAMMY FOOD		39068	LSXJ	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		81.45	AMAZON-FIREARMS CLEANER		39069	ZVRM	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION

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122757	5/20/2016		2804 WELLS FARGO REMITTANCE CENTER						Continued...	
		5.35	AMAZON-PERMIT HOLDER		39070	6DF1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		132.90	AMAZON-MIL COMM OIL		39071	ARTB	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		516.96	GRANDVIEW LODGE-LODGING		39072	M8VV	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		516.96	GRANDVIEW LODGE-LODGING		39073	M8XX	10340.6331		CONFERENCES, TRAINING, TRAVEL	PARKS FACILITIES AND MTNCE
		583.34	SUNBELT RENTAL-ASPHALT ROLLER		39074	DJQW	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		836.74	SUNBELT RENTAL-ASPHALT ROLLER		39075	GFEJ	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		136.95	AMAZON-CHAIR CIP#POL-14-105		39076	X1AX	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		136.95	AMAZON-CHAIR CIP#POL-14-105		39077	WSVZ	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		136.95	AMAZON-CHAIR CIP#POL-14-105		39078	BAZB	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		136.95	AMAZON-CHAIR CIP#POL-14-105		39079	B9N2	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		77.90	ABSOLUTE TRAILER SALES-PINTLE		39080	LGFL	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		50.00	SU ZS EMBROIDERY		39081	4DEN	20243.6245		CLOTHING ALLOWANCE	DOUG WOOG ARENA
		61.52	ACE HARDWARE-		39082	NATK	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		21.43	ACE HARDWARE-		39083	NAVW	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		27.85	WALMART-HOSE		39084	9V17	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		13.93	WALMART-HOSE		39085	9V3G	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		86.01	LOWES-GAUGE		39086	08HM	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		826.62	POWER SYSTEMS-FITNESS EQUIPMEN		39087	8504	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		5.88	ACE HARDWARE-PART		39088	XT65	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		14.10	KAPOSIA CONVENIENCE-SODA		39089	00QA	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		12.84	CARIBOU-COFFEE		39090	HGEV	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		11.32	KWIK TRIP-DONUTS/COOKIES		39091	YD4M	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		27.10	SUPER AMERICA-FUEL		39092	KE2T	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		515.82	COURTYARD-LODGING		39093	RXLX	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		225.00	MAWP-MEALS		39094	3APE	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		6.00	U of M-PARKING		39095	VL7Y	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		269.40	EYEMED-PREMIUM MAY 2016		39096	Q1FZ	10101.2181		EYE MED INSURANCE	GENERAL FUND
		800.00	ALLIANCEFORINNOVATION-CONF		39097	41L2	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		400.00	ALLIANCEFORINNOVATION-CONF		39098	106W	10120.6331		CONFERENCES, TRAINING, TRAVEL	CITY ADMINISTRATION
		295.00	123SIGNUP-CONF ANDERSON		39099	F0FS	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		295.00	123SIGNUP-CONF HAIMA		39100	F0HQ	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		501.92	SW AIRLINE-FLIGHT		39101	3Z7B	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		68.00	BEST TRANSPORT-TRANSPORTATION		39102	SYQZ	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		299.00	SKILL PATH-TRAINING KLEINBOEHL		39103	R3VP	10410.6331		CONFERENCES, TRAINING, TRAVEL	CITY PLANNER
		10.89	AMAZON-DVD		39104	N59V	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		18.99	AMAZON-DOORBELL		39105	AV1A	20230.6240		MINOR EQUIPMENT AND FURNITURE	LIBRARY
		25.95	AMAZON-BOOK DIVIDERS		39106	AV1A	20230.6201		OFFICE SUPPLIES	LIBRARY
		4.19	AMAZON-HAND PUNCH		39107	XBSH	20230.6201		OFFICE SUPPLIES	LIBRARY
		42.54	MYDRIVERSMANUALS-DRIVER MANUAL		39108	8EMW	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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122759	5/20/2016		2849 XCEL ENERGY						Continued...	
122760	5/20/2016		6809 YANG, RICHARD							
		50.00	COMPLIANCE CHECK DECOY		38896	5/12/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		50.00								
122761	5/27/2016		3739 ACCOUNTEMPS							
		3,266.25	ANDERSON/WEEK ENDED 5/6/2016		39208	45728608	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		3,081.00	WEEK ENDED 5/13/2016		39209	45780440	20260.6302		PROFESSIONAL SERVICES	HOUSING GENERAL
		6,347.25								
122762	5/27/2016		1016 ACE HARDWARE & PAINT							
		11.41	NUTS / BOLTS / NAILS		39137	528077/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		26.99	COOLER		39138	528095/5	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		23.99	CABLE		39139	527715/5	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		3.99	KEY REPLACEMENT		39140	528049/5	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		17.77	MASKING TAPE/PAINT BRUSH		39141	528200/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		12.99	FUSE		39142	528198/5	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		6.49	COUPLER		39311	527186/5	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		38.44	SANDER POLE/SCREEN		39312	526954/5	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		27.39	KEYS		39313	525625/5	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		15.45	JOINT TAPE		39314	525509/5	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		539.22	WATER SOFTENER SALT		39315	527692/5	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		16.48	MOLDING/SOCKET		39316	527521/5	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		740.61								
122763	5/27/2016		4059 ASCENT AVIATION GROUP, INC.							
		27,348.48	8000 GAL 100LL		39143	363663	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		27,348.48								
122764	5/27/2016		6287 AUTOMATIVE REFLECTIONS							
		856.55	REPAIR TO TRUCK #208		39144	174649	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,282.80	REPAIR TO TRUCK #338		39145	174650	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		2,139.35								
122765	5/27/2016		1093 BEACON ATHLETICS							
		226.20	FITNESS ROOM EQUIPMENT		39146	0457875-IN	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		226.20								
122766	5/27/2016		1095 BECKER ARENA PRODUCTS, INC.							
		175.01	EDGER BLADES		39299	1001469	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA

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122766	5/27/2016	175.01	1095 BECKER ARENA PRODUCTS, INC.						Continued...	
122767	5/27/2016	230.00	3285 BINDER HEATING AND AIR CONDITIONING, INC							
		230.00	HVAC SERVICE		39147	64571	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
122768	5/27/2016	160.28	1129 BOYER FORD TRUCKS INC							
		475.08	PARTS FOR #332		39148	1049993	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		437.14	PARTS FOR #336		39149	1051588	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,072.50	PARTS FOR #330		39150	1051678	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
122769	5/27/2016	619.75	6736 BRAUN INTERTEC CORPORATION							
		500.00	NAN MCKAY FIRE ALARM PROJECT		39279	B058675	50677.6560		BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		1,119.75	JOHN CARROLL FIRE ALARM PROJEC		39280	B058676	50678.6560		BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
122770	5/27/2016	30.00	1134 BREMER BANK							
		30.00	RECORDS		39226	5/4/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
122771	5/27/2016	102.50	1141 BROCK WHITE COMPANY, LLC							
		102.50	QUICKPATCH/BONDING AGENT		39151	12655950-00	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
122772	5/27/2016	17,116.50	3615 CAMPBELL KNUTSON, P.A.							
		17,116.50	PROSECUTION FEES		39152	4/30/2016	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
122773	5/27/2016	20.54	1184 CINTAS CORPORATION #754							
		17.24	WORK SHIRTS		39153	754593766	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		6.47	WORK SHIRTS		39153	754593766	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.46	WORK SHIRTS		39153	754593766	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		88.56	WORK SHIRTS		39153	754593766	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		20.54	WORK SHIRTS		39153	754593766	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		17.24	WORK SHIRTS		39154	754591184	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		6.47	WORK SHIRTS		39154	754591184	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.46	WORK SHIRTS		39154	754591184	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		30.96	WORK SHIRTS		39154	754591184	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
			WORK SHIRTS		39154	754591184	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND

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122773	5/27/2016		1184 CINTAS CORPORATION #754						Continued...	
		20.54	WORK SHIRTS		39155	754588662	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		39155	754588662	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SHIRTS		39155	754588662	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SHIRTS		39155	754588662	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		30.96	WORK SHIRTS		39155	754588662	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		162.62	MATS		39264	754597145	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		20.54	WORK SHIRTS		39265	754596322	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.24	WORK SHIRTS		39265	754596322	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.47	WORK SHIRTS		39265	754596322	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.46	WORK SHIRTS		39265	754596322	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		30.96	WORK SHIRTS		39265	754596322	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		546.90								
122774	5/27/2016		1192 CITY OF ST. PAUL							
		800.71	ASPHALT FOR PATCHING		39156	IN00015768	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		800.71								
122775	5/27/2016		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		1,119.84	MARCH RADIO FEES		39157	00020523	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		1,119.84								
122776	5/27/2016		6407 DARTS							
		9,692.00	CHIPS PROGRAM APRIL 2016		39158	DARTS - SSPHRA - 4B.16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		1,983.00	SERVICE COORDINATOR APRIL 2016		39159	DARTS - SSPHRA - 4A.16	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG
		2,498.00	SERVICE COORDINATOR APRIL 2016		39159	DARTS - SSPHRA - 4A.16	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		14,173.00								
122777	5/27/2016		4725 FIRST SUPPLY LLC - TWIN CITIES							
		27.97	DRILL & DRIVE BIT SET		39160	1355348-00	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		57.09	DRILL/DRIVEBIT SAFETY GLASSES		39161	1355333-00	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		24.62	UNIONS		39288	1355413-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		24.62	UNIONS		39289	1353970-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		48.51	EXPANSION TANK		39290	1358020-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		260.60	LOW WATER CUT OUT		39291	1358014-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		443.41								
122778	5/27/2016		1440 FREEDOM SERVICES INC							

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122778	5/27/2016		1440 FREEDOM SERVICES INC						Continued...	
		385.25			39250	052516940413	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		385.25								
122779	5/27/2016		1440 FREEDOM SERVICES INC							
		28.50	MAY 2016 ADMIN FEE		39281	5455	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		15.00	MAY 2016 ONLINE ACCESS		39281	5455	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		43.50								
122780	5/27/2016		1444 FRONTIER AG & TURF							
		373.81	BRACKET/WAHER/BOLT/NUT/SCREW		39162	P87585	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		373.81								
122781	5/27/2016		4887 GALE/CENGAGE LEARNING							
		177.54	ADULT FICTION BOOK		39211	57992875	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		30.39	ADULT FICTION BOOKS		39212	58001457	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		207.93								
122782	5/27/2016		1452 GALLS LLC							
		62.37	BATON HOLDER		39320	005339635	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		62.37								
122783	5/27/2016		4876 GENERATOR POWER SYSTEMS, LLC							
		630.00	SERVICE CALL TO NE LIFTSTATION		39164	21442	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		630.00								
122784	5/27/2016		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		193.70	#10 WINDOW ENVELOPES/FIN DEPT		39165	69950J	10150.6201		OFFICE SUPPLIES	FINANCE
		193.70								
122785	5/27/2016		5857 GREATAMERICA FINANCIAL SERVICES							
		219.90	POSTAGE MACHINE RENT MAY2016		39282	18758368	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		219.90								
122786	5/27/2016		6819 GRYFINSKI, SANDRA							
		32.13	FOR GRASS SEED PURCHASED		39283	PROJECT#2015-00 8	40431.6371	201508	REPAIRS & MAINT CONTRACTUAL	2015 LOCAL IMPROVEMENTS
		32.13								
122787	5/27/2016		6659 HAB INC							
		303.50	MONTHLY SOFTWARE SUPPORT		39166	0069631-IN	50677.6375		OTHER CONTRACTED SERVICES	NAN MCKAY APT BLDG

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122795	5/27/2016		6820 KRISS PREMIUM PRODUCTS						Continued...	
		179.00	MOTORIZED BALL VALVE		39304	144635	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		814.00	COOLING TOWER TREATMENT		39305	145088	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		993.00								
122796	5/27/2016		5042 LASKA, TARA KLEGIN							
		75.00	REIMBURSEMENT		39170	44970	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		75.00								
122797	5/27/2016		1832 LILLIE SUBURBAN NEWSPAPERS							
		122.00	AD FOR APARTMENTS/6 WEEKS		39268	031496-00013	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		122.00	AD FOR APARTMENTS/6 WEEKS		39268	031496-00013	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		244.00								
122798	5/27/2016		2879 LUBRICATION TECHNOLOGIES, INC.							
		1,591.54	OIL		39174	774029	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		94.66	OIL FOR AIRPORT VEHICLES		39175	775837	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		189.33	OIL		39175	775837	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,875.53								
122799	5/27/2016		6681 MANN ENTERPRISES							
		220.50	WATER SOFTENER SALT		39176	050616	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		220.50	WATER SOFTENER SALT		39176	050616	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		441.00								
122800	5/27/2016		1900 MCMULLEN INSPECTING, INC.							
		1,516.80	ELECTRICAL FEES THRU 5/1/2016		39177	5/1/2016	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		1,516.80								
122801	5/27/2016		1911 MENARDS, INC-WEST ST PAUL							
		44.91	FUSE		39178	9706	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		9.39	SUPPLIES		39179	10135	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		9.83	WOOD		39180	10270	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		30.13	BATTERIES/CORD		39269	10351	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		15.76	SUPPLIES		39270	10428	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		22.97	SURGE PROTECTOR		39271	7878	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		19.87	ELEC TAPE/GAS CAP/WIRESTRIPPER		39272	11026	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		207.92	PLIERS/TIRE GAUGE		39273	10758	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		360.78								
122802	5/27/2016		1913 MERIT ELECTRIC COMPANY							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122802	5/27/2016		1913 MERIT ELECTRIC COMPANY						Continued...	
		840.00	DASHBOARD HEATERS		39300	56756	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		800.00	MOVED HEATING CONTROL/RINK #1		39301	56757	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>1,640.00</u>								
122803	5/27/2016		1939 MIDWAY FORD CO.							
		29.88	PARTS FOR EDA TRUCK		39181	258797	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		430.68	PARTS FOR #329		39182	259042	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		544.87	PARTS FOR #329		39183	259117	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		200.00-	CREDIT FOR RETURNED PARTS		39184	CM258581	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		100.00-	CREDIT FOR RETURNED PARTS		39185	CM259117	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		100.00-	CREDIT FOR RETURNED PART		39186	CM259042	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>605.43</u>								
122804	5/27/2016		1949 MIDWEST TAPE							
		248.86	MUSIC CDs		39214	93934541	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		48.97	DVDs		39215	93934543	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		22.99	DVD		39216	93934544	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		257.89	BOOKS ON CD		39217	93938507	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		89.98	BOOKS ON CD		39218	93938577	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		67.95	MUSIC CDs		39219	93953424	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		48.97	DVDs		39220	93953426	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		40.98	DVDs		39221	93953427	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		159.96	BOOKS ON CD		39222	93963567	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		34.99	BOOK ON CD		39223	93963569	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>1,021.54</u>								
122805	5/27/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		375.77			39251	052516940414	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>375.77</u>								
122806	5/27/2016		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		100.00	ELEVATOR ANNUAL LICENSE		39297	ALR0060922I	20243.6471		DUES & SUBSCRIPTIONS	DOUG WOOG ARENA
		20.00	PRESSURE VESSEL		39298	ABR0140009I	20243.6471		DUES & SUBSCRIPTIONS	DOUG WOOG ARENA
		<u>120.00</u>								
122807	5/27/2016		2009 MINNESOTA PIPE & EQUIPMENT							
		1,534.26	VALVE FOR BURMA & JEWELL		39187	0354311	40432.6220	201608	REPAIR & MAINTENANCE SUPPLIES	2016 LOCAL IMPROVEMENTS
		944.00	DRAIN TO FRESH WATER PLATES		39188	0352793	40432.6220	201608	REPAIR & MAINTENANCE SUPPLIES	2016 LOCAL IMPROVEMENTS
		75.00	DISC		39189	0350738	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		509.37	HOSE & DISC		39190	0350830	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY

CITY OF SOUTH ST PAUL
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122807	5/27/2016	3,062.63	2009 MINNESOTA PIPE & EQUIPMENT						Continued...	
122808	5/27/2016	169.08	2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		169.08	WOOG EE		39191	07985799-040816	20243.6140		UNEMPLOYMENT COMP INS.	DOUG WOOG ARENA
122809	5/27/2016	84.75	2024 MINNESOTA VALLEY TESTING LABS							
		84.75	WATER TESTING		39192	807813	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
122810	5/27/2016	5,248.87	2096 NATIONWIDE RETIREMENT SOLUTIONS							
		5,248.87			39243	0525169404110	10101.2175		OTHER RETIREMENT	GENERAL FUND
122811	5/27/2016	32.00	2008 NCPERS MINNESOTA							
		32.00			39254	052516940417	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
122812	5/27/2016	27,625.95	2106 NELSON AUTO CENTER, INC.							
		27,625.95	POLICE INTERCEPTOR		39285	F6885	60703.6550		MOTOR VEHICLES	CENTRAL GARAGE FUND
122813	5/27/2016	95.91	5682 NITTI SANITATION							
		25.00	TRASH		39296	406476	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
		120.91	RECYCLING		39296	406476	20243.6379		CONT SERV/REFUSE & SANITATION	DOUG WOOG ARENA
122814	5/27/2016	100.00	6685 NORDQUIST, GLORIA							
		100.00	KEY PERSON-JOHN CARROLL		39193	053116	50678.6371		REPAIRS & MAINT CONTRACTUAL	JOHN CARROLL APT BLDG
122815	5/27/2016	2,765.00	3953 NORTHERN TECHNOLOGIES, LLC							
		2,765.00	GEOTECH REPORT FOR UPRR SS		39319	17537	50606.6530	201515	IMPR OTHER THAN BUILDING	SEWER UTILITY
122816	5/27/2016	2,450.00	6764 OERTEL ARCHITECTS							
		2,450.00	ENGINEERING REMODEL PROJECT		39194	#2	10330.6375	229000	OTHER CONTRACTED SERVICES	BUILDINGS
122817	5/27/2016		6662 OPTAGE HOME DELIVERED MEALS							

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122835	5/27/2016		2505 SOUTH EAST TOWING INC						Continued...	
122836	5/27/2016		2568 STEFFEN, GLENN							
		208.24	WORK BOOTS		39274	5/23/2016	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		<u>208.24</u>								
122837	5/27/2016		2585 STREICHER'S, INC.							
		197.50	FORCE ON FORCE MARKING ROUND		39230	11207555	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>197.50</u>								
122838	5/27/2016		2648 T-MOBILE							
		33.85	HOT SPOT		39286	487685314 5/17/16	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		<u>33.85</u>								
122839	5/27/2016		4658 TOTAL TOOL SUPPLY INC							
		1,092.00	M18 HAMMERDRILL/CHARGER/LANTRN		39303	01155974	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		<u>1,092.00</u>								
122840	5/27/2016		2679 TROJES TRASH PICKUP, INC							
		55.00	OVERPAYMENT/LICENSE#5204		39231	5/10/2016	10140.4226		TRASH HAULERS	CITY CLERK
		17.55	ABATE 331 8TH AVE SOUTH		39232	ACCT#235935	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		<u>72.55</u>								
122841	5/27/2016		2685 TURFWERKS							
		104.16	BEARING SET/SEAL		39233	E194867	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		269.55	FILTER / ELEMENT		39234	O139087	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>373.71</u>								
122842	5/27/2016		6729 TWIST OFFICE PRODUCTS							
		53.44	STAPLE REMOVER / PAPER		39235	760951-0	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		14.59	TAPE/WHITE OUT/PAPER		39275	761965-0	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		<u>68.03</u>								
122843	5/27/2016		2705 UNIFORMS UNLIMITED							
		104.94	RESERVE FLEECE/PATCHES		39236	28117-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		75.95	SHIRTS & SOCKS		39237	28466-1	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>180.89</u>								
122844	5/27/2016		2744 VAN PAPER COMPANY							
		74.80	SUPPLIES		39238	382770-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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122844	5/27/2016		2744 VAN PAPER COMPANY						Continued...	
		387.71	TISSUE/TRASH BAGS/SOAP/TOWELS		39239	386808-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		462.51								
122845	5/27/2016		6765 VER-TECH, INC							
		1,839.98	SERVICE CALL/TRASH COMPACTOR		39276	710811	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		712.65	SERVICE CALL/TRASH COMPACTOR		39277	710872	50678.6375		OTHER CONTRACTED SERVICES	JOHN CARROLL APT BLDG
		2,552.63								
122846	5/27/2016		2786 WATER CONSERVATION SERVICE INC.							
		1,171.44	LOCATES ON MALDEN AVE		39263	6750	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		1,171.44								
122847	5/27/2016		2860 ZAHL-PETROLEUM MAINTENANCE CO.							
		216.40	GREASE GUN/SWIVEL		39241	0216865-IN	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		216.40								
122848	6/6/2016		1013 ABRAMOWICZ, DR. DAVID							
		1,380.00	69 SHOTS ADMINISTERED		39377	5/10/2016	10140.6302		PROFESSIONAL SERVICES	CITY CLERK
		1,380.00								
122849	6/6/2016		6826 ARELLANO, ALICIA							
		91.00	SOPHIA/JUDE SUMMER PROGRAM		39378	5/20/2016	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		5.00-	SURCHARGE		39378	5/20/2016	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		86.00								
122850	6/6/2016		1129 BOYER FORD TRUCKS INC							
		207.45	BOLTS / GASKETS / OIL		39324	1056513	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		438.78	KIT OIL PN		39325	1056513X1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		60.00-	CREDIT FOR CORE RETURN		39326	CM10581678	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		586.23								
122851	6/6/2016		1177 CENTRAL TURF & IRRIGATION SUPPLY, INC.							
		584.66	PLASTIC PIPES		39379	5067603-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		584.66								
122852	6/6/2016		2884 COMCAST							
		110.92	INTERNET SERVICE		39327	877210595029682	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
						8 5/17/16				
		110.92	INTERNET SERVICE		39328	877210595029685	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
						1 5/16/16				

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122852	6/6/2016		2884 COMCAST						Continued...	
		221.84								
122853	6/6/2016		1203 COMMERCIAL ASPHALT CO							
		362.20	ASPHALT FOR PATCHING		39329	160515	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		362.20								
122854	6/6/2016		6701 DESCHANE, CHESTER							
		15.59	4/5 - 5/25/2016		39380	5/31/2016	20284.6430		MISCELLANEOUS	DEVELOPMENT
		15.59	4/5 - 5/25/2016		39380	5/31/2016	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING
		5.20	4/5 - 5/25/2016		39380	5/31/2016	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		5.20	4/5 - 5/25/2016		39380	5/31/2016	50678.6430		MISCELLANEOUS	JOHN CARROLL APT BLDG
		41.58								
122855	6/6/2016		4851 EXPRESS AUTO PARTS							
		26.72	UNIVERSAL WRE		39330	001-319426	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		26.78	GREASE SEALS		39331	001-334959	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		26.78	CREDIT FOR RETURNED SEALS		39332	001-335001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		9.31	HIGH POWER BELTS		39333	001-335000	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		124.73	FUEL/AIR FILTERS		39334	001-335028	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.77	AIR FILTER		39335	001-335329	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		22.99	8 PIECE DR SAE		39336	001-335852	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		218.52								
122856	6/6/2016		1380 FACTORY MOTOR PARTS CO							
		50.34	DEGREASER		39337	1-4981532	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		94.59	CORE		39338	1-Z07584	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		110.20	BATTERY CORE		39339	1-Z07679	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		255.13								
122857	6/6/2016		6827 FEIT, JOSHUA							
		45.00	WILLIAM SUMMER PROGRAM		39381	5/20/2016	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		5.00	SURCHARGE		39381	5/20/2016	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		40.00								
122858	6/6/2016		1468 GENERAL REPAIR SERVICES							
		6,248.75	GASKET/BOLT/FLANGE/JOINT		39340	60189	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		1,717.78	LABOR		39340	60189	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		7,966.53								
122859	6/6/2016		1473 GERTEN GREENHOUSES 2							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016162	5/27/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER						Continued...	
		314.72			39252	052516940415	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			39253	052516940416	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>885.09</u>								
2016163	5/27/2016		2748 VANTAGE POINT TRANSFER (EFT)							
		3,567.93			39246	0525169404113	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>3,567.93</u>								
2016164	5/27/2016		2200 PERA							
		48,525.89			39244	0525169404111	10101.2174		PERA	GENERAL FUND
		<u>48,525.89</u>								
2016165	5/27/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21							
		230.84			39247	0525169404114	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>230.84</u>								
2016166	5/27/2016		6014 US BANK							
		1,395.00			39248	0525169404115	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		<u>1,395.00</u>								
2016167	5/27/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,787.50			39256	052516940419	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>1,787.50</u>								
2016168	5/27/2016		2718 UNITED WAY OF THE ST PAUL AREA (EFT)							
		50.00			38731	05101616294715	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		50.00			39245	0525169404112	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>100.00</u>								
2016169	6/1/2016		1338 EFTPS							
		228.18			39306	0526161459361	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		634.88			39307	0526161459362	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>863.06</u>								
2016170	6/1/2016		2013 MINNESOTA REVENUE (C)							
		151.09			39308	0526161459363	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>151.09</u>								
2016171	6/1/2016		2200 PERA							
		382.00			39310	0526161459365	10101.2174		PERA	GENERAL FUND

CITY OF SOUTH ST PAUL
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2016179	5/31/2016		6037 HEALTHPARTNERS-DENTAL						Continued...	
		377.00	DENTAL CLAIMS PAID		39323	05/19-05/25/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>377.00</u>								
		<u>873,222.97</u>	Grand Total							
								<u>Payment Instrument Totals</u>		
								Checks	731,307.94	
								EFT Payments	<u>141,915.03</u>	
								Total Payments	873,222.97	



City Council Agenda Report

Date: June 6th, 2016
Department: Parks & Recreation
Administrator: SPK

8 C

Subject: **Acceptance of Gifts and Grants – Parks and Recreation/Doug Woog Arena of \$30,000 for the purchase of a new scoreboard.**

Action to be considered:

Motion to adopt Resolution No. 2016-110 accepting Grants and Gifts from Hrvatski Dom/Croatian Hall of \$30,000 to be used for the purchase of a new four sided scoreboard.

Overview:

The City Council is required by State Law to vote to accept any gift or grant to the City of South St. Paul. The Hrvatski Dom/Croatian Hall has agreed to make a donation of up to \$30,000 towards the purchase and installation of a new four sided scoreboard that will be hung in the center of rink 1. The donation will be made in 3 separate installments. The first installment will be upon placing the order for the scoreboard. The second will be upon delivery of the scoreboard. The third installment will be upon the completion of the installation of the scoreboard. The estimated cost of the scoreboard and installation is \$30,000.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016 - 110

RESOLUTION ACCEPTING GRANTS AND GIFTS

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

WHEREAS, the City Council has determined that the gift listed below is of benefit to the citizens of South St. Paul; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, that the donation listed below is accepted for the purpose desired by the donor set forth opposite the gift.

<u>Donor/Grantor</u>	<u>Donation</u>
Hrvatski Dom/Croatian Hall	\$30,000 for the purchase of a new scoreboard at Doug Woog Arena.

Adopted this 6th day of June, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: June 06, 2016

DEPARTMENT: Public Works

ADMINISTRATOR:

SPK

8-D

AGENDA ITEM: Approve bid from Minnesota Pump Works for the purchase of a sewer grinder and installation at Waterous Lift Station.

ACTION TO BE CONSIDERED:

Motion to approve the bid from Minnesota Pump Works to purchase and install a sewer grinder at Waterous Lift Station in the amount of \$46,000.

OVERVIEW:

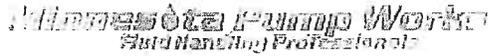
The 2016 Capital Improvement Plan has \$30,000 for the purchase and installation of a sewer grinder. The purpose for the grinder is to break up rags and debris prior to the material entering the lift pumps. Sanitary wipes have been a problem for years but have become increasing more popular with consumer use causing more frequent pump failures at the lift station by plugging up the pumps. The Utility Department spends several hours each week cleaning out the lift station by hand in an effort to prevent the pumps from failing. The sewer grinder would lessen the amount of pump failures as well as the amount of time that would be required to enter a hazardous/confined space to make the repairs. Staff was able to acquire only two bids, both of which came in higher than what was budgeted.

- Minnesota Pump Works - \$43,763
- Electric Pump - \$58,995

Staff is recommending the work be awarded to the low bidder Minnesota Pump Works in the amount of \$43,763 and an additional amount for electrical contractor of \$2,237.

SOURCE OF FUNDS:

2016 Capital Improvement Plan (CIP) of \$30,000 and the remainder from the Sewer Fund



1 CANNON ST W
 DUNDAS, MN 55019
 Phone: 507-645-8004
 email: info@minnesotapumpworks.com

Estimate

Date	Estimate No.
4/1/2016	6193

Name/Address
City of South St. Paul Bob Brown 400 E Richmond St South St. Paul, MN 55075

Project
Sewer Chewer

Description	Qty	Rate	Total
MINNESOTA PUMP WORKS IS PLEASED TO OFFER THIS QUOTE FOR THE SALE AND INSTALLATION OF A SEWER CHEWER.			
SEWER CHEWER MODEL CC40 - CHANNEL CHEWER SERIES 7671A SEVERE DUTY GRINDER WITH STANDARD NEMA 4 CONTROL PANEL, 5HP SUBMERSIBLE GEARMOTOR (460V/3/60) - (DUAL VOLTAGE 230/460V MOTOR, WIRE FOR HIGH VOLTAGE CONNECTION), 30' POWER AND CONTROL CABLES, MOTOR MOUNTING PARTS FOR 5HP MOTOR INCLUDES GEARMOTOR PEDESTAL AND GRINDER HALF OF COUPLING, CUSTOM STAINLESS STEEL CHANNEL FRAME ASSEMBLY AND GATES/SCREENS, MISCELLANEOUS STAINLESS STEEL ANCHOR BOLTS, FLAT STOCK, ETC.	1	39,572.50	39,572.50
"ESTIMATED" ON-SITE SERVICE LABOR (2 TECHNICIANS REQUIRED)	16	200.00	3,200.00
SERVICE DRIVE TIME - 2 TRIPS REQUIRED	4	200.00	800.00
SERVICE TRUCK MILEAGE - 2 TRIPS REQUIRED	152	1.25	190.00
FREIGHT: FOB FACTORY LEAD-TIME: 6-8 WEEKS ARO			
NOTE: THE CITY WILL NEED TO PROVIDE AN ELECTRICIAN TO INSTALL/WIRE IN PANEL TO EXISTING CONTROLS.			
THANK YOU, JENNY - JENNYB@MINNESOTAPUMPWORKS.COM 507-645-8004			
CC: JOE RUBBELKE - JOER@MINNESOTAPUMPWORKS.COM 612-817-6521			

PRICING IS VALID FOR 30 DAYS AND DOES NOT INCLUDE FREIGHT CHARGES

Total	\$43,762.50
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4/6/16



ELECTRIC PUMP

201 4th Ave SW
New Prague, MN 56071

PE# (800) 211-6432 (952) 758-6600
FAX# (952) 758-7778

CMD CHANNEL MONSTER BUDGET DESIGN INFORMATION

DATE: 04/04/16

PROJECT: CITY OF SOUTH ST. PAUL, MN

TO: BOB BROWN

Thank you for choosing JWC's equipment. Enclosed you will find a specification and drawing based on the design parameters listed below. Please let us know if any of the information below changes.

Number of Units: 1

Model: CMD1810-XDS-2.0

Flow: 2.1 MGD (331.2m³/hr)

Channel Width: 48 inches (1219.2 mm)

Channel Depth: 30 inches (762 mm)

Shipping Weight: 1650 lbs (748 kg)

5 Hp XPNV Immersible Motor w/50' Power Cable

Wipes Ready Grinder – 17-Tooth Serrated Cutters, Delta P Side Rail, 1/2" Perforated Drum & Optimized Cut Control

Local PC-10 Control Station, Nema 7

~~BEST~~ **PRICE PER UNIT:**

ADDER FOR TALLER CMD2410XDS2.0:

(Freight and One Startup Service Included)

INSTALLATION:

\$58,995.00 plus applicable tax

\$8,000.00 plus applicable tax

\$3,600.00 Note: City of South St. Paul would take out existing screen & hook up PT-100 HOA & PT-2200 Controller.
See picture attached. Gate will be replaced by City of South St. Paul.

Not to be used for construction

Please contact Steve Reed (612-325-9980) if you have any questions.





AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

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

The following new applications are also listed on the attachment:

<u>License Type</u>	<u>Name of Applicant</u>	<u>License No.</u>
Rental Housing	Skyline Rentals, LLC Jonathan Metz	00005462
Rental Housing	Holli Stencel	00005451
Rental Housing	Lachlan Dunlop	00005449
Rental Housing	Tina Varness	00005419

SOURCE OF FUNDS:

N/A

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, JUNE 6, 2016**

Acct. No.	Company	License No.	License Type	Status	Expires	Address	Detail
14658	Mendota Valley Amusement	00005461	Mechanical Amusement Devices	A	05/31/2017	390 Richmond St E	
14264	Dakota Terrace Properties, LLC	00004494	Rental Housing	A	05/31/2017	345 12th Ave S	
14896	Tina M. Varness	00005419	Rental Housing	A	05/31/2017	200 14th Ave S	
12238	Wayne & Nancy Jeseritz	00004519	Rental Housing	A	05/31/2017	622-626 15th Ave N	
14068	Daniel John Dobmeyer	00004521	Rental Housing	A	05/31/2017	131-133 15th Ave S	
13361	Howry Properties, LLC	00004532	Rental Housing	A	05/31/2017	762 16th Ave N	
14791	Lifeng Geng	00005308	Rental Housing	A	05/31/2017	334 1st Ave S	
14405	Daniel Schwingle	00004673	Rental Housing	A	05/31/2017	549 3rd Ave S	
14914	Skyline Rentals, LLC	00005462	Rental Housing	A	05/31/2017	227 4th Ave S	
12315	Merkan, Corp	00004768	Rental Housing	A	05/31/2017	712-714 7th Ave S	
13234	Christopher Speltz	00004800	Rental Housing	A	05/31/2017	1219-1221 8th Ave S	
14824	Jack Fish	00005328	Rental Housing	A	05/31/2017	1226 8th Ave S	
12881	The Gallagher Co.	00004422	Rental Housing	A	05/31/2017	133-135 8th Ave S	
14910	Holli Stencel	00005451	Rental Housing	A	05/31/2017	410 8th Ave S	
12317	Frank & Karen Lewanovich	00004792	Rental Housing	A	05/31/2017	854-856 8th Ave S	
14909	Lachlan Dunlop	00005449	Rental Housing	A	05/31/2017	127 9th Ave S	
11790	Camber Hiill Ltd Partnership	00004859	Rental Housing	A	05/31/2017	450 Camber Ave	
14721	Keith & Allison Momper	00005133	Rental Housing	A	05/31/2017	1541 Concord St N	
14312	JHS, LLC	00004873	Rental Housing	A	05/31/2017	603 Congress St	
14001	Irfan Khan	00004906	Rental Housing	A	05/31/2017	221 Grand Ave W 111	
14410	Jay Larsen	00004917	Rental Housing	A	05/31/2017	1531 Lincoln Park Dr	
12053	Phyllis M. Halverson	00004932	Rental Housing	A	05/31/2017	1021-1023 Marie Ave	
13604	Mike Sampson	00004941	Rental Housing	A	05/31/2017	224-226 Park St W	
10105	Advanced Disposal Systems (Veolia)	00005203	Trash Hauler	A	05/31/2017	1375 7th Ave	



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPK

8-F

AGENDA ITEM: Approve Joint Powers Agreement – Dakota County Domestic Preparedness Committee

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016- 098 approving Joint Powers Agreement - Dakota County Domestic Preparedness Committee.

OVERVIEW:

In 2003, the County and 11 cities signed a Joint Powers Agreement and formed the Dakota County Domestic Preparedness Committee (DPC). The Committee assisted in the development of a Special Operations Team (SOT) to respond to the unique rescue demands of a weapon of mass destruction incident or a large disaster. The SOT (36 people) is comprised of employees from the County and all 11 cities with members from fire, law enforcement and emergency medical services. The team has responded to incidents involving hazardous materials and technical rescues at locations throughout the County. The challenges and capabilities required for an effective public safety response continued to expand in the years following the creation of the DPC. The DPC evolved into an efficient organization for the communities in Dakota County to coordinate planning, training, purchasing of specialized response equipment and conducting training exercises. Some examples are listed below:

Hazardous Material Release – The SOT members are all trained hazardous materials technicians and have responded to tanker truck accidents, leaks involving propane, chlorine and ammonia and meth labs. Specialized equipment allows the team to respond and contain leaks as well as monitor the environment to protect their members and inform local agencies regarding the need for evacuations to protect the public.

Collapsed Structure Rescue - Partnering with the State of Minnesota, SOT is one of 5 regional collapsed structure rescue teams that comprise the Minnesota Task Force 1 Urban Search and Rescue program. This capability has been deployed for a range of activities including the rescue of an individual from a silo in Farmington to responding to the I-35 bridge collapse.

Planning – Completing an inventory of Critical Infrastructure and Key Resources (CI/KR) for preplanning and the development of a Threat and Hazard Inventory and Risk Assessment (THIRA) to assist in identifying capability gaps and targeting areas for improvement.

Exercises - Developing an Exercise Design Team that has coordinated the development of training exercises across the County that are both countywide and across multiple cities. Example exercises have included an active shooter situation at a mall, a transit based terrorist attack of a bus and various hazardous material incidents.

Training – Building knowledge in the first responder community by conducting joint fire, police, SWAT and emergency medical services training for active shooter situations (3-ECHO), Critical Thinking workshops for field supervisors on how to manage and respond to complex incidents and deployment of a damage assessment tool for first responders to rapidly collect and communicate storm damage.

Equipment – The coordinated use of Homeland Security grant funds has contributed to the purchase of equipment to improve the safety of first responders and to enhance local capabilities. Some examples include hazardous materials detection equipment, respirators, ballistic vests, encrypted radios, back-up emergency operations center equipment, rescue equipment (rope, confined space, trench, water, building collapse) and tourniquets.

The DPC has completed a review of the current Joint Powers Agreement and is proposing several changes to better align the document with the operations of the DPC as it has developed over the past dozen years. The major changes are highlighted in the summary below:

- Allows for alternate committee representatives to be appointed members
- Renames the Special Operation Team Leader to Team Manager
- Splits the Secretary and Treasurer duties to two positions
- Assigns the Treasurer duties to the Dakota County Emergency Preparedness Coordinator
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members
- Requires liability insurance through the League of MN Cities Insurance Trust
- Adds non-stacking language to the Liability section
- Modifies a member's share of DPC expenses based on the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council.

Dakota County is the fiscal agent for the DPC JPA and as such it was logical to tie the Treasurer duties to the County's representative on the DPC. During the term of the existing JPA, the West St. Paul and South St. Paul Fire Departments merged to form the South Metro Fire Department (SMFD) JPA. Although the cities are members of the DPC, the JPA requires modification to allow for the employees of the SMFD to participate in the SOT. This also allows for other non-member jurisdictions to participate in the SOT such as Miesville Fire and Randolph/Hampton Fire Departments. The DPC also desired to smooth adjustments to member fees by modifying the per capita allocation on a five year basis instead of being based on ten year census data. A copy of the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee is included in Attachment A.

Attached to this communication is a copy of the updated Joint Powers Agreement and a copy of the 2003 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. 2016-098

Resolution Approving Joint Powers Agreement for the Dakota County Domestic Preparedness
Committee

WHEREAS, the South St. Paul City Council supports efforts to be better prepared for any potential disasters/emergencies in Dakota County; and

WHEREAS, the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management has provided funding from the federal government to enhance domestic preparedness; and

WHEREAS, the planning, training, purchase of response equipment and exercises are most efficiently and effectively implemented on a whole community basis; and

WHEREAS, the City of South St. Paul City executed the original Joint Powers Agreement that formed the Dakota County Domestic Preparedness Agency with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul in 2003; and

WHEREAS, the members of the Domestic Preparedness Committee have reviewed and are proposing updates to the Domestic Preparedness Committee Joint Powers Agreement to align the operations of the Committee with the language of the Agreement; and

WHEREAS, the major member proposed changes to the Agreement are shown below:

- Allows for alternate committee representatives to be appointed members
- Renames the Special Operation Team Leader to Team Manager
- Splits the Secretary and Treasurer duties to two positions
- Assigns the Treasurer duties to the Dakota County Emergency Preparedness Coordinator
- Allows contracting with public entities that are not parties to the agreement for Special Operations Team members
- Requires liability insurance through the League of MN Cities Insurance Trust
- Adds non-stacking language to the Liability section
- Modifies a member's share of DPC expenses based on the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council; and

WHEREAS, the County and the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul desire to amend and restate the Dakota County Domestic Preparedness Committee Joint Powers Agreement.

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

1. That the South St. Paul City Council hereby authorizes the Mayor to execute the First Amended and Restated Joint Powers Agreement for Dakota County Domestic Preparedness Committee with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul for the creation of a Domestic Preparedness Committee, subject to approval by the City Attorney as to form.

Adopted this 6th day of June, 2016.

City Clerk

**FIRST AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE DAKOTA COUNTY
DOMESTIC PREPAREDNESS COMMITTEE**

This First Amended and Restated Joint Powers Agreement (“Agreement”) is by and among the Cities of Apple Valley, Burnsville, Eagan, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul, municipal corporations organized under the laws of the State of Minnesota, and the County of Dakota, a political subdivision under the laws of the State of Minnesota. This Agreement amends, restates and replaces the Joint Powers Agreement for Dakota County Domestic Preparedness Committee adopted in 2003 by the same municipal corporations and the County of Dakota. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. 471.59.

1. Name. The Parties hereby establish the Dakota County Domestic Preparedness Committee.

2. Parties. The Parties to this Agreement shall consist of the following entities:

City of Apple Valley
City of Burnsville
City of Eagan
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota

3. Purpose. The purpose of this Agreement is to provide for the joint exercise of the Parties’ powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies, as defined in paragraph 9.2, within Dakota County. The joint exercise of the Parties’ powers pursuant to this Agreement is intended to supplement and complement but not supplant the Parties’ joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the Parties’ respective emergency operations plans and similar plans.

4. Governance.

4.1. Governing Board. The governing board formed pursuant to this Agreement shall be known as the Dakota County Domestic Preparedness Committee.

4.1.1. Membership. The Committee shall be constituted as follows:

one member and one alternate member appointed by each member city;

one member appointed by the Dakota County Sheriff;

Dakota County Emergency Preparedness Coordinator ex officio;

one Dakota County city manager/administrator appointed by the Dakota County Board of Commissioners, consistent with the recommendation of the city managers/administrators within Dakota County;

one member appointed by the Dakota County Emergency Medical Services Council;

the Team Manager of the Special Operations Team appointed pursuant to paragraph 5.3;

one member appointed by the Dakota County Public Health Director;

Dakota County Attorney or designee ex officio; and

one member appointed by each entity that has entered into a contract pursuant to paragraph 7.2.1.

The appointees of the Dakota County Public Health Director and the Dakota County Attorney or designee and other entities under contract shall be non-voting members of the Committee and shall not be counted for quorum purposes.

4.1.2. Additional Member. In the event that none of the members appointed by the cities is a fire chief or none is a police chief, the Dakota County Fire Chiefs Association or Dakota County Police Chiefs Association, as appropriate, may appoint a member who is a fire fighter or police officer to the Committee. Such appointment shall endure until such time as a city Party appoints a member who is a fire chief or police chief. Such member shall be counted for quorum purposes and shall be a voting member.

4.1.3. Documentation. Resolutions or other documentation of appointments shall be filed with the Dakota County Emergency Preparedness Coordinator.

4.1.4. Members not Employees. Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee.

4.2. Terms; Vacancies. Members shall serve at the pleasure of the appointing Party and may be removed only by the appointing Party. Vacancies may be filled only by the appointing Party. Incumbent members serve until a successor has been appointed.

- 4.3. Chair and Vice Chair. In January of each year the Committee shall elect a Chair and Vice Chair from its membership for one-year terms. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.
- 4.4. Secretary. In January of each year the Committee shall elect a Secretary from its membership for a one-year term.
- 4.5. Treasurer. The Dakota County Emergency Preparedness Coordinator shall serve as Treasurer for the Committee. The Treasurer shall assist the Chair in overseeing the Committee's budget and finances.
- 4.6. Meetings. The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present.
- 4.7. Voting. Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.

5. Duties of the Committee.

- 5.1. Program. The Committee shall formulate a program to carry out its purposes. The Committee shall carry out and implement its programs to the extent possible. The program shall include the following:

Promote the development and awareness of response plans and enhance the planning capabilities at all levels of government within Dakota County to prevent, respond to and recover from Chemical, Biological, Radiological, Nuclear and Explosives (CBRNE) threats, acts of terror, or natural and manmade disasters.

Establish a process to efficiently use funding to address identified priorities with countywide benefits and meet all grant reporting requirements.

Promote the hardening and development of response preplans for critical public and private sector infrastructure within the county based on risk and capability gaps.

Develop and enhance countywide capabilities to respond to the consequences of CBRNE threats, acts of terror, or natural and manmade disasters through training and equipment acquisition.

Demonstrate the countywide capacity and ability to respond to CBRNE events, acts of terror, or natural and manmade disasters through drills, tabletop and functional exercises.

Promote interoperability of emergency voice and data communications throughout Dakota County by incorporating interoperability into plans and exercises.

Promote the public's understanding of emergency warning and notification capabilities within Dakota County.

Promote the development of plans and exercises to ensure the continuity of county and local governments.

Promote the capability of Dakota County's and the cities' Emergency Operations Centers (EOCs) to manage, communicate, and coordinate in the event of CBRNE events, acts of terror, or natural and manmade disasters.

5.2. Special Operations Team.

5.2.1 Establishment. The Committee shall establish a Special Operations Team (SOT) with the capability of providing specialized response operations for which specific training and equipment are required and which are not currently available to all of the members. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT.

5.2.2 Procedures. The Committee will ensure that procedures are established so that the SOT is able to respond to large-scale disasters or emergencies occurring anywhere within the jurisdictions of the Parties to this Agreement. Procedures of the SOT are subject to the review and approval of the Committee.

5.2.3 Members. The Parties agree to assign employees and make equipment available to the SOT. Members of the SOT will remain employees of their employing agency and will not be deemed employees of the Committee or the SOT.

5.2.4. Team Manager. The Committee shall appoint a Team Manager who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 5.2. The Team Manager shall be an employee of a Party.

5.3 Subcommittees. The Committee may create subcommittees to carry out the duties of the Committee as needed to support the Committee. The actions of all subcommittees are subject to approval by the Committee.

6. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this Agreement are hereby reserved to the Parties and each of them.

7. Powers of the Committee.

7.1. General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 7.2.

7.2. Specific Powers.

- 7.2.1. The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law, including contracts with South Metro Fire Department, Metropolitan Council/Metro Transit Police Department, and units of local government in Dakota County that are not Parties to this Agreement, to provide such entities with the opportunity to assign members to the SOT. The Committee may approve any contract relating to this Agreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to paragraphs 4.3 and 4.4. The Chair shall report to the Committee any such payments at its next meeting.
- 7.2.2. The Committee may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by Dakota County.
- 7.2.3. The Committee may apply for and accept gifts, grants or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 7.2.4. The Committee shall maintain liability coverage for the actions of the Committee with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of coverage equal to or greater than the liability limits under Minn. Stat. Ch. 466, under standard LMCIT liability coverage forms. The Committee shall also obtain tail coverage following termination of the Agreement to cover the statute of limitations during which a claim could be made against the Committee. Such insurance shall name each Party as a covered party. The Committee may in its discretion procure coverage for automobile liability and damage to or loss of property.
- 7.2.5. All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

8. Budgeting and Funding.

- 8.1. Budget Adoption. By April 1 of each year the Committee shall adopt an annual workplan and operating and capital budgets for the following calendar year including a statement of the sources of funding.

- 8.2. Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to: management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.
- 8.3. Expenses. The Parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government or other associations and agencies. Nevertheless, the Parties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each Party agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, Dakota County's population is the population of the townships within Dakota County. Population basis means the decennial federal census or the five-year mid-decennial census adjustment made by the Metropolitan Council, whichever is the most recent in time.
- 8.4. Federal and State Grant Funds Available to Counties. The Parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and enhancing local government units' capabilities in responding to the occurrence of large-scale disasters or emergencies. The Parties further understand and acknowledge that some such federal and state grant funds may be made available directly to counties with the intention that the funds be expended for the benefit also of cities within the county. Dakota County specifically agrees that federal and state grant funds for such purposes which the Dakota County Board of Commissioners, pursuant to Committee recommendation and proposed budget, applies for and receives will be applied for and received on behalf of the cities who are Parties to this Agreement and will be appropriated to the Committee for expenditure in accordance with the terms of the applicable grant agreement and budget approved by the county board. The Committee will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit Dakota County from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.
- 8.5. Accountability. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the Parties monthly and on an annual basis.

9. Special Operations Team Activation and Use.

- 9.1. Purpose. The purpose of this section 9 is to provide for the deployment of the SOT established pursuant to paragraph 5.2, so that the SOT may be utilized by any Party to this Agreement in the event of a large-scale disaster or emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one Party of another Party for other services, or to supplant other mutual aid agreements to which any of the Parties may be signatory.

9.2. Definitions.

SOT Team Manager – the person designated by the SOT who is responsible for exercising tactical control of personnel and equipment provided by the SOT and who coordinates with the Committee Chair whenever the SOT is requested to be deployed or is deployed

Disaster or large-scale emergency – an unforeseen exigent circumstance requiring specialized response operations

Requesting Party – a Party to this Agreement who has requested that the SOT provide specialized response operations

Special Operations Team (SOT) – a group of personnel assigned by the Parties who will be trained and organized to provide special response operations to any Party who requests them, and which may include personnel of other entities that have entered into an agreement with the Committee pursuant to paragraph 7.2.1.

Specialized Response Operations – specialized rescue services for problem-specific emergency situations, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wild land rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like, including training events for such services.

- 9.3. Requests for assistance. Whenever a Party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a disaster or large-scale emergency, the Party may request orally or in writing that the SOT provide specialized response operations to the Party.
- 9.4. Response to Request for assistance. Upon a request for assistance of the SOT, SOT Team Manager may authorize, direct and permit the SOT to provide assistance to the requesting Party. Whether the SOT shall provide such assistance, and the extent of such assistance, shall be determined solely by the SOT Team Manager. Failure to provide assistance in response to a request made pursuant to this Agreement will not result in any liability to the SOT or to any other Party. SOT Team Manager shall notify the Chair or Vice Chair any time the SOT Command consents to provide assistance to a Party, pursuant to this Agreement. If a request is made by a governmental unit not a Party to this Agreement, the SOT Team Manager may provide assistance only with the approval of the Chair or Vice Chair, pursuant to Committee policy.
- 9.5. Recall of assistance. The SOT Team Manager may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this Agreement will not result in liability to the SOT.
- 9.6. Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Team Manager.

9.7. Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is providing assistance pursuant to this Agreement has the full and complete authority of a peace officer as though appointed by the requesting Party and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minn. Stat. § 471.59, subds. 12(1) and (2).

9.8. Compensation.

9.8.1. Parties to this Agreement. When the SOT provides services to a requesting Party, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing Party. Except as provided in Paragraph 9.8.2., no charges will be levied by the Committee for specialized response operations provided to a requesting Party pursuant to this Agreement unless that assistance continues for a period exceeding 24 hours. If assistance provided pursuant to this Agreement continues for more than 24 hours, the Committee shall submit to the requesting Party an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee for that amount.

9.8.2. Third Parties. In the event that the SOT is activated and deployed at the request of Party to this agreement, to provide specialized response operations at a disaster or large-scale emergency for which a third party may bear financial responsibility, the Committee shall submit to the requesting Party without delay an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials and supplies. The requesting Party shall reimburse the Committee its proportionate share of funds received from any third party, if any, for the full cost of the assistance.

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

9.10. Damage to Equipment. Each Party shall be responsible for damage to or loss of its own equipment occurring during deployment of the SOT. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or agents.

10. Liability.

The Committee is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

With the exception of workers compensation liability which is addressed in Section 9.9 of this Agreement, the Committee shall defend and indemnify the Parties, and their officers, employees, volunteers and agents, from and against all claims, damages, losses, and expenses,

including reasonable attorney fees, arising from Committee activities or operations, including deployments of the SOT, and decisions of the Committee.

To the fullest extent permitted by law, action by the Parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each individual Party to this Agreement expressly declines responsibility for the acts or omissions of any other Party. The Parties to this Agreement shall not liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466 or a waiver of any available immunities or defenses. Under no circumstances shall the Committee or a Party be required to pay on behalf of itself and any other Parties any amounts in excess of the limits of liability established in Minnesota Statutes Ch. 466 applicable to any third party claim. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

Any excess or uninsured liability shall be borne equally by all the Parties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee or volunteer of any member for any act or omission for which the officer, employee or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

11. Effective Date. This Agreement shall be in full force and effect when all of the Parties sign this Agreement as amended and restated herein. Dakota County shall notify the Parties in writing of the effective date of this Agreement.
12. Withdrawal and Termination.
 - 12.1. Withdrawal. Any Party may withdraw from this Agreement upon 12 months’ written notice to the other Parties. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
 - 12.2. Termination. This Agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of Parties agrees to terminate the Agreement upon a date certain.
 - 12.3. Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the Parties during the term of this Agreement. Upon termination

property or surplus money held by the Committee shall then be distributed to the Parties in proportion to contributions of the Parties.

13. Miscellaneous.

- 14.1. Amendments. This Agreement may be amended only in writing and upon the consent of the governing bodies of all of the Parties.
- 14.2. Records, Accounts and Reports. The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16C.05, subd. 5.
- 14.3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with the Dakota County Emergency Preparedness Coordinator.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

Tim Leslie
Dakota County Sheriff
Date of Signature_____

CITY OF APPLE VALLEY

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF BURNSVILLE

By: _____
Elizabeth Kautz, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF EAGAN

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF FARMINGTON

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF HASTINGS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF INVER GROVE HEIGHTS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF LAKEVILLE

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF MENDOTA HEIGHTS

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF ROSEMOUNT

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF SOUTH ST PAUL

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

CITY OF WEST ST PAUL

By: _____
_____, Mayor

Date of Signature: _____

By: _____
_____, City Clerk

Date of Signature: _____

**JOINT POWERS AGREEMENT FOR DAKOTA COUNTY
DOMESTIC PREPAREDNESS AGENCY**

1. Name. The parties hereby establish the Dakota County Domestic Preparedness Joint Powers Agreement.

2. Parties. The parties to this agreement shall consist of as many of the following entities that approve this agreement and execute a separate signature page to become parties:

City of Apple Valley
City of Burnsville
City of Eagan
City of Farmington
City of Hastings
City of Inver Grove Heights
City of Lakeville
City of Mendota Heights
City of Rosemount
City of South St. Paul
City of West St. Paul
County of Dakota

3. Purpose. The purpose of this agreement is to provide for the joint exercise of the parties' powers to plan for and to respond to the need of first responders for special response operations caused by the occurrence of large-scale disasters or emergencies, as defined in paragraph 9.2, within Dakota County. The joint exercise of the parties' powers pursuant to this agreement is intended to supplement and complement but not supplant the parties' joint and individual powers to plan for and respond to the occurrence of other emergency or unforeseen events occurring within Dakota County, as provided in the members' respective emergency operations plans and similar plans.

4. Governance.

4.1. Governing Board. The governing board formed pursuant to this Joint Powers Agreement shall be known as the Dakota County Domestic Preparedness Committee.

4.1.1. Membership. The Committee shall be constituted as follows:

one member appointed by each member City;

one member appointed by the Dakota County Sheriff;

Dakota County Emergency Preparedness Coordinator ex officio;

one Dakota County city manager/administrator appointed by the Dakota County Board of Commissioners, consistent with the recommendation of the city managers/administrators within Dakota County;

one member appointed by the Dakota County Emergency Medical Services Council;

the Team Leader of the Special Operations Team appointed pursuant to paragraph 5.3;

one member appointed by the Dakota County Public Health Director; and
Dakota County Attorney ex officio or designee ex officio.

The appointee of the Dakota County Public Health Director and the Dakota County Attorney or designee shall be non-voting members of the Committee and shall not be counted for quorum purposes.

- 4.1.2. Additional Member. In the event that none of the members appointed by the cities is a fire chief or none is a police chief, the Dakota County Fire Chiefs Association or Dakota County Police Chiefs Association, as appropriate, may appoint a member who is a fire fighter or police officer to the Committee. Such appointment shall endure until such time as a member city appoints a member who is a fire chief or police chief.
- 4.1.3. Documentation. Resolutions or other documentation of appointments shall be filed with the Dakota County Emergency Preparedness Coordinator.
- 4.1.4. Members not Employees. Members of the Committee shall not be deemed to be employees of the Committee and will not be compensated for serving on the Committee.
- 4.2. Terms; Vacancies. Members shall serve at the pleasure of the appointing party and may be removed only by the appointing party. Vacancies may be filled only by the appointing party. Incumbent members serve until a successor has been appointed.
- 4.3. Chair and Vice Chair. In January of each year the Committee shall elect a Chair and Vice Chair from its membership for one-year terms. The Chair shall preside at all meetings of the Committee and shall perform other duties and functions as determined by the Committee. The Vice Chair shall preside over and act for the Committee during the absence of the Chair.
- 4.4. Secretary/Treasurer. In January of each year the Committee shall elect a Secretary/Treasurer from its membership for a one-year term. The Secretary/Treasurer shall assist the Chair in overseeing the Committee's budget and finances.
- 4.5. Meetings. The Committee shall have regular meetings at such times and places as the Committee shall determine. Special meetings may be held on reasonable notice by the Chair or Vice Chair. The presence of a majority of the voting members of the Committee shall constitute a quorum. No action may be taken unless a quorum is present.

- 4.6. Voting. Each Committee member shall be entitled to one vote. Proxy votes are not permitted. The Committee shall function by a majority vote of the Committee members present.
5. Duties of the Committee.
- 5.1. Program. The Committee shall formulate a program to carry out its purposes. The Committee shall carry out and implement its programs to the extent possible.
- 5.2. Special Operations Team. The Committee shall establish a Special Operations Team (SOT) with the capability of providing specialized response technical rescue operations for which specific training and equipment are required and which are not currently available to all of the members. The Committee will ensure that the SOT is established, that its members are trained to applicable federal and state standards, and that the necessary and appropriate equipment is purchased and made available for use by the SOT. The Committee will ensure that procedures are established so that the SOT is able to respond to large-scale disasters or emergencies occurring anywhere within the jurisdictions of the parties to this agreement. Procedures of the SOT are subject to the review and approval of the Committee. Members of the SOT will remain employees of the appointing party and will not be deemed employees of the Committee or the SOT. The parties agree to assign employees and make equipment available to the SOT.
- 5.3. Team Leader. The Committee shall appoint a Team Leader who will be responsible for ensuring that the Committee accomplishes the duties described in paragraph 5.2.
6. Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Committee under this agreement are hereby reserved to the parties and each of them.
7. Powers of the Committee.
- 7.1. General Powers. The Committee is hereby authorized to exercise such authority as is necessary and proper to fulfill its purposes and perform its duties. Such authority shall include the specific powers enumerated in paragraph 7.2.
- 7.2. Specific Powers.
- 7.2.1. The Committee may enter into any contract necessary or proper for the exercise of its powers or the fulfillment to its duties and enforce such contracts to the extent available in equity or at law. The Committee may approve any contract relating to this agreement up to the amount approved in the annual budget and may authorize the Chair to execute those contracts. No payment on any invoice shall be authorized unless approved by at least two of the three officers elected pursuant to paragraphs 4.3 and 4.4. The Chair shall report to the Committee any such payments at its next meeting.
- 7.2.2. The Committee may disburse funds in a manner which is consistent with this agreement and with the method provided by law for the disbursement of funds by Dakota County.

- 7.2.3. The Committee may apply for and accept gifts, grants or loans of money or other property or assistance from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money or other property and assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 7.2.4. The Committee may obtain liability insurance or other insurance it deems necessary to insure the Committee and its members for actions of the Committee and its members arising out of this agreement.
- 7.2.5. All powers granted herein shall be exercised by the Committee in a fiscally responsible manner and in accordance with the requirements of law. The purchasing and contracting requirements of Dakota County shall apply to the Committee.

8. Budgeting and Funding.

- 8.1. Budget Adoption. By April 1 of each year the Committee shall adopt an annual workplan and budget for the following calendar year including a statement of the sources of funding.
- 8.2. Budget and Accounting Services. Dakota County agrees to provide all budgeting and accounting services necessary or convenient for the Committee. Such services shall include but not be limited to: management of all funds, payment for contracted services and other purchases, and relevant bookkeeping and recordkeeping. Dakota County contracting and purchasing requirements shall apply to transactions of the Committee.
- 8.3. Expenses. The parties understand and acknowledge that the activities and duties of the Committee are to be funded first by grant monies from the federal government, state government or other associations and agencies. Nevertheless, the parties agree to contribute to funding, if necessary, for the expenses of the Committee, to the extent not covered by grant funds. Each party agrees annually to appropriate funds for the expenses of the Committee not covered by grant funds, on a population basis, subject to each city council's or the county board's adoption of a resolution authorizing any such appropriation. For purposes of this paragraph, Dakota County's population is the population of the townships within Dakota County.
- 8.4. Federal and State Grant Funds Available to Counties. The parties understand and acknowledge that federal and state grant funds have been and may continue to be made available for the purposes of improving and enhancing local government units' capabilities in responding to the occurrence of large-scale disasters or emergencies. The parties further understand and acknowledge that some such federal and state grant funds may be made available directly to counties with the intention that the funds be expended for the benefit also of cities within the county. Dakota County specifically agrees that federal and state grant funds for such purposes which the Dakota County Board of Commissioners, pursuant to Committee recommendation and proposed budget, applies for and receives will be applied for and received on behalf of the cities who are parties to this agreement and will be appropriated to the Committee for

expenditure in accordance with the terms of the applicable grant agreement and budget approved by the county board. The Committee will expend any such funds only in accordance with the terms of any applicable grant agreement, approved budget, laws and rules. This paragraph does not prohibit Dakota County from unilaterally applying for, receiving and expending grant funds made available for the purposes identified in this paragraph.

- 8.5. Accountability. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the members monthly and on an annual basis.

9. Special Operations Team Activation and Use.

- 9.1. Purpose. The purpose of this section 9 is to provide for the deployment of the SOT established pursuant to paragraph 5.2, so that the SOT may be utilized by any party to this agreement in the event of a large-scale disaster or emergency within their jurisdiction. It is not the purpose of this section to provide for or address in any way requests by one party of another party for other services, or to supplant other mutual aid agreements to which any of the parties may be signatory.

9.2. Definitions.

SOT Team Leader – the person designated by the SOT who is responsible for exercising tactical control of personnel and equipment provided by the SOT whenever the SOT is requested to be deployed or is deployed

Disaster or large-scale emergency – an unforeseen exigent circumstance requiring technical rescue operations

Requesting party – a party to this agreement who has requested that the SOT provide specialized response operations

Special Operations Team (SOT) – a group of personnel assigned by the parties who will be trained and organized to provide special response operations to any party who requests them.

Specialized Response Operations – specialized rescue services for problem-specific emergency situations, including, but not limited to structural collapse, technical rope rescue, hazardous materials, wild land rescue, confined space rescue, trench rescue, water rescue, vehicle/machinery disentanglement, and the like.

- 9.3. Requests for assistance. Whenever a party, in its sole discretion, determines that the conditions within its jurisdiction cannot be adequately addressed by that jurisdiction because of a large-scale disaster or emergency, the party may request orally or in writing that the SOT provide specialized response operations to the party.
- 9.4. Response to Request for assistance. Upon a request for assistance of the SOT, SOT Team Leader may authorize, direct and permit the SOT to provide assistance to the requesting party. Whether the SOT shall provide such assistance, and the extent of such

assistance, shall be determined solely by the SOT Team Leader. Failure to provide assistance in response to a request made pursuant to this agreement will not result in any liability to the SOT or to any other party. SOT Team Leader shall notify the Chair or Vice Chair any time the SOT Command consents to provide assistance to a party, pursuant to this agreement. If a request is made by a governmental unit not a party to this agreement, the SOT Team Leader may provide assistance only with the approval of the Chair or Vice Chair, pursuant to Committee policy.

- 9.5. Recall of assistance. The SOT Team Leader may at any time and in its sole judgment terminate and recall the SOT or any part thereof. The decision to recall the SOT provided pursuant to this agreement will not result in liability to the SOT.
- 9.6. Direction and Control. Personnel and equipment of the SOT shall remain under the direction and control of the SOT Team Leader.
- 9.7. Exercise of Police Power. Any member of the SOT who is a licensed peace officer and who is providing assistance pursuant to this agreement has the full and complete authority of a peace officer as though appointed by the requesting party and licensed by the State of Minnesota provided the officer meets the requirements set forth at Minn. Stat. § 471.59, subs. 12(1) and (2).
- 9.8. Compensation.
 - 9.8.1. Parties to this agreement. When the SOT provides services to a requesting party, the personnel of the SOT shall be compensated by their respective employers just as if they were performing the duties within and for the jurisdiction of their appointing party. No charges will be levied by the SOT for specialized response operations provided to a requesting party pursuant to this agreement unless that assistance continues for a period exceeding 48 hours. If assistance provided pursuant to this agreement continues for more than 48 hours, the SOT shall submit to the requesting party an itemized bill for the actual cost of any assistance provided, including salaries, overtime, materials and supplies. The requesting party shall reimburse the SOT for that amount.
 - 9.8.2. Other Entities. In the event that the SOT is activated and deployed at the request of an entity not a party to this agreement, the Committee shall submit to the requesting entity an itemized bill for the actual cost of assistance provided, including salaries, overtime, materials and supplies. The Committee shall send the itemized bill not later than 90 days after the assistance has been provided.
- 9.9. Workers' Compensation. Each party to this agreement shall be responsible for injuries to or death of its own employees. Each party shall maintain workers' compensation coverage or self-insurance coverage, covering its own personnel while they are providing assistance as a member of the SOT. Each party to this agreement waives the right to sue any other party for any workers' compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or agents.
- 9.10. Damage to Equipment. Each party shall be responsible for damage to or loss of its own equipment occurring during deployment of the SOT. Each party waives the right to sue

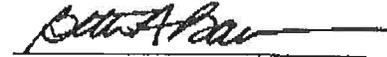
any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or agents.

11. Liability. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), persons assigned to the SOT are deemed to be employees of the party that has assigned them to the SOT. Each party agrees to defend, indemnify and hold harmless the other parties against any claims brought or actions filed against any other party or any officer, employee or agent of such other party for injury to, death of, or damage to the property of any third person or persons, arising from the action or omission of its other personnel while serving as a member of the Committee or while providing special operations services pursuant to this agreement. Under no circumstances shall a party be required to pay on behalf of itself and other parties to this agreement any amounts in excess of the limits of liability established in Minn. Stat. Ch. 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any one party.
12. Term. The term of this agreement shall commence upon approval and signature of a majority of the parties. Dakota County shall notify the parties in writing of the effective date of this agreement.
13. Withdrawal and Termination.
 - 13.1. Withdrawal. Any party may withdraw from this agreement upon 12 months' written notice to the other parties. Withdrawal by any party shall not terminate this agreement with respect to any parties who have not withdrawn. Withdrawal shall not discharge any liability incurred by any party prior to withdrawal. Such liability shall continue until discharged by law or agreement.
 - 13.2. Termination. This agreement shall terminate upon the occurrence of any one of the following events: (a) when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or (b) when a majority of parties agrees to terminate the agreement upon a date certain.
 - 13.3. Effect of Termination. Termination shall not discharge any liability incurred by the Committee or by the parties during the term of this agreement. Upon termination property or surplus money held by the Committee shall then be distributed to the parties in proportion to contributions of the parties.
14. Miscellaneous.
 - 14.1. Amendments. This agreement may be amended only in writing and upon the consent of the governing bodies of all of the parties.
 - 14.2. Records, accounts and reports. The books and records of the Committee shall be subject to the provisions of Minn. Stat. Ch. 13 and Minn. Stat. § 16B.06, subd. 4.
 - 14.3. Counterparts. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same

instrument. Counterparts shall be filed with the Dakota County Emergency Preparedness Coordinator.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

CITY OF SOUTH ST. PAUL



Name Beth A. Baumann

Title Mayor

Date of Signature 8/18/03



City Council Agenda Report

Date: June 6, 2016

Department: Human Resources

Administrator: SPK

8-G

Agenda Item: Approve 2016-2018 Bargaining Unit Agreement between the City of South St. Paul and International Union of Operating Engineers (IUOE)

Action to be considered:

Motion to approve the 2016-2018 International Union of Operating Engineers (IUOE) bargaining unit contract and authorize execution of contract terms effective January 1, 2016. Additionally, approve the Memorandum of Understanding between the parties in regards to wages for two of the bargaining unit members.

Overview:

The IUOE bargaining labor unit is the designated exclusive bargaining representative for the Light Duty Maintenance/Custodial employees of the High Rise buildings. The bargaining contract between the City of South St. Paul and IUOE is new effective January 1, 2016. A previous contract with the former HRA and IUOE expired on December 31, 2015.

City Administrator Stephen King and Asst. City Administrator/Human Resource Director Shelly Anderson have been negotiating with representatives of the bargaining unit. Tentative terms have been reached for a new contract with the IUOE bargaining unit. The City Council reviewed the terms of the 2016-2018 contract during a closed session discussion at the Council Worksession meeting of May 23, 2016. The 2016-2018 economic contract terms include the following:

- A 2.25% COLA increase for 2016
- A 2.5% COLA increase for 2017
- A 2% COLA increase for 2018, and if any other City of South St. Paul bargaining group is awarded a higher percentage than 2%, for 2018, the 2018 COLA shall be adjusted to the higher rate
- A clothing allowance in the amount of \$300 annually
- A safety shoe reimbursement allowance of \$150 annually
- Three year contract (Jan. 1, 2016 – Dec. 31, 2018)

The IUOE bargaining unit approved the terms and conditions of the 2016-2018 contract.

Source of Funds:

General Fund Budgets and Contingency

AGREEMENT

between the

CITY OF SOUTH ST. PAUL

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70**

January 1, 2016 through December 31, 2018

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ARTICLE 1. PURPOSE

This AGREEMENT is entered into between the City of South St. Paul, hereinafter called EMPLOYER and the International Union of Operating Engineers, Local 70, hereinafter called UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the equitable and peaceful resolution of disputes concerning this AGREEMENT's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' AGREEMENT upon terms and conditions of employment for the duration of the AGREEMENT.
- 1.5 Achieve orderly and peaceful relations, thereby establishing the highest level of performance that is consistent with the well-being of all concerned.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes 179A.03, Subd. 8, in an appropriate bargaining unit consisting of light duty maintenance/custodians of the Community Development Department employed by the City of South St. Paul, Minnesota, who are public employees within the meaning of MN Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.
- 2.2 Job classifications included within the appropriate unit are as follows:
 - Light Duty Maintenance/Custodian

ARTICLE 3. MANAGEMENT RIGHTS

The Employer and the Union recognize and agree that the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of those departments covered by this Agreement, and to meet its obligations under Federal, State, and Local law, such rights to include the right to direct and control all the operations of the departments covered by this Agreement; to direct and control all the operations of those departments covered by this Agreement; to determine the methods, means, organization and numbers of personnel by which such operations are to be conducted; to assign and transfer employees; to schedule working hours and overtime; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods of operation, equipment, or facilities. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE 4. UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 4.1 When directed in writing by the UNION, deduct each payroll period an amount sufficient to provide payment of dues established by the UNION and to pay the sum so deducted to the UNION.
- 4.2 The UNION may designate one (1) employee from the bargaining unit to act as Steward and shall inform the EMPLOYER in writing of the designee.

4.2.1 For the purposes of contract negotiations, the EMPLOYER agrees to afford reasonable time off for one (1) bargaining unit member appointed by the UNION to serve on the negotiation committee. If the UNION chooses to appoint more than one (1) bargaining unit member, the EMPLOYER will provide reasonable leave of absence without pay for the additional negotiation committee member(s).

4.3 Furnish and maintain one (1) bulletin boards in the South St. Paul Municipal Building, of which shall be in the Employee's lounge, which may be used by the UNION for posting of proper notices and bulletins.

4.4 The UNION agrees there shall be no solicitation for membership, signing up of members, collection of fees, dues or assessments, meetings or other UNION activities on EMPLOYER'S premises or during EMPLOYER'S business hours that interfere with the work of the EMPLOYER.

4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless from any and all actions, suits, claims, damages, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER.

ARTICLE 5. NON DISCRIMINATION

In accordance with applicable law, the EMPLOYER and the UNION agree not to discriminate against any employee on the basis of race, creed, color, religion, national origin, age, sex, marital status, disability, status with regard to public assistance, sexual orientation, or political affiliation or any other basis as provided for in any local, state or federal statute.

5.1 Employees covered by the AGREEMENT shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

ARTICLE 6. DEFINITIONS

6.1 UNION: International Union of Operating Engineers, Local 70

6.2 EMPLOYER: The City of South St. Paul.

6.3 UNION MEMBER: A member of International Union of Operating Engineers, Local 70 employed by the City of South St. Paul as set forth in ARTICLE 2 of this AGREEMENT.

6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit as set forth in ARTICLE 2 of this AGREEMENT. Employee is further defined as Regular Full-time or Regular Part-time. Regular full-time are those Employees who regularly work forty (40) hours per week. Regular part-time are those Employees who regularly work less than forty (40) hours per week.

6.5 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.

- 6.6 SENIORITY: Employee's total length of time in the Bargaining Unit. Except that, an employee who leaves service with the City and who later returns to the Bargaining Unit shall lose all previously earned Bargaining Unit seniority.
- 6.6.1 For purposes of this AGREEMENT, Employees who worked for the former South St. Paul Housing and Redevelopment Authority and who were hired by the City of South St. Paul on January 1, 2016, shall be granted service years for years worked for vacation accrual (Article 14) and seniority (Article 20) purposes only.
- 6.7 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 6.8 CATASTROPHIC SICK LEAVE: A catastrophic illness or injury occurs when an employee is out of work due to the employee's own illness or injury, or to care for an ill or injured immediate family member as defined in Section 15.1 of this Agreement. Examples of a catastrophic illness or injury include, but are not limited to:
- a) Serious, debilitating illness, impairment, or physical/mental condition that involves any period of incapacity or treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility.
 - b) Continuing treatment for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity.
 - c) Major, non-elective surgery. While elective surgery does not typically qualify as a catastrophic illness or injury, complications that result in serious health consequences will qualify as a catastrophic illness or injury.
 - d) While most leave associated with pregnancy is covered by sick leave, complications that result in serious health consequences will qualify as a catastrophic illness or injury.
 - e) Any absence to receive multiple treatments (including any recovery period) by, or referral by, a licensed health care provider for a condition that likely would result in incapacity (e.g. chemotherapy, physical therapy, dialysis, etc.).
 - f) Terminal illness.
 - g) Exhaustion of annual sick leave because of the employee's own illness or injury, or because of care for an ill or injured immediate family member that requires the employee's attendance.

ARTICLE 7. PROBATIONARY PERIOD

All newly hired and rehired employees shall serve a minimum six (6) month probationary period. During the probationary period employees must demonstrate ability to learn and perform the job for which they were hired.

- 7.1 Should employees fail to attain job performance satisfactory to the department head by the end of the probationary period, the probationary period may be extended on a month-to-month basis for a period of not more than six (6) months

by the Employer, or the employee shall be dismissed without recourse. The Employee and Union shall be notified in writing of the reason for an extension of probationary period. If, however, no action is taken at the end of the period, this shall constitute acceptance of employees on a full time basis.

- 7.2 At any time during the employment probationary period, an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 22 Grievance Procedure.

ARTICLE 8. WORK SCHEDULES

The EMPLOYER payroll period begins on Saturday at 12:00 AM and ends on the following Friday at 11:59 PM. A payroll period consists of two (2) work weeks.

- 8.1 The normal work day for an Employee shall be eight (8) hours, typically 8:00 AM to 4:30 PM. The normal work week shall be forty (40) hours, typically Monday through Friday.
- 8.2 It is recognized by the parties of this AGREEMENT that some employees may have work schedules which differ from the normal workday and workweek as defined above.
- 8.2.1 Unless mutually agreed otherwise, Employees shall be notified at least five (5) working days in advance of a temporary change of the normal schedule as defined in 8.1. Temporary change means a change of schedule with a duration period equal or less than one payroll period. Unless mutually agreed otherwise, no individual Employee shall be scheduled for more than four (4) events per calendar year which require a temporary change from the normal schedule.
- 8.2.2 Unless mutually agreed otherwise, Employees shall be notified at least fifteen (15) working days in advance of a lasting or permanent change of the regular work week as defined in 8.1.
- 8.2.3 Employees may request a work schedule other than the normal work schedule as defined in 8.1.
- 8.2.4 In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, or breakdown of municipal equipment or facilities, no advance notice need be given.

ARTICLE 9. WAGE SCHEDULE

The base hourly wage rate, exclusive of supplemental pay, for Employees under this AGREEMENT for the duration of the AGREEMENT is as follows:

	<u>01/01/2016</u>	<u>01/01/2017</u>	<u>01/01/2018</u>
Light Duty Maintenance/Custodian without Housing:	\$23.79	\$24.38	\$24.87
Light Duty Maintenance/Custodian with Housing:	\$19.17	\$19.76	\$20.25

9.1 Employees shall be paid a percentage of the base rate according to the following schedule:

0-6 months	80% of base rate	25-36 months	95% of base rate
7-12 months	85% of base rate	37+ months	100% of base rate
13-24 months	90% of base rate		

9.2 Each high-rise building includes a two-bedroom apartment that may be available to Employees for residence purposes. If an Employee is offered and accepts to live in one of the apartments located within the high-rise building, they shall be paid at the Light Duty Maintenance/Custodian with Housing pay rate.

9.2.1 The Housing allotment is based on the fair market rental value of a two-bedroom apartment for similar apartments in the area. For 2016, the fair market rental is \$800 per month, which is equal to \$4.62 per hour in wages.

9.2.2 The Housing allotment will be reviewed each year and if required, will be adjusted per the fair market rental value. Any adjustments to the Housing allotment will also affect the base hourly rate as listed in Article 9 for the Light Duty Maintenance/Custodian with Housing.

9.3 The 2018 rates reflect a 2% COLA over the 2017 rates. If any other City of South St. Paul bargaining group is awarded a higher percentage than 2%, for 2018, the 2018 COLA shall be adjusted to the higher rate.

ARTICLE 10. OVERTIME, ON-CALL PAY AND EMERGENCY CALL-BACK PAY

10.1 Overtime. Overtime shall be scheduled by and/or have the prior authorization of the Employee's supervisor.

10.2 Overtime shall be paid at the following rates:

10.2.1 All hours authorized and worked in excess of eight (8) hours or the normally scheduled hours of an approved alternate work schedule as defined in Section 8.2, in one day shall be compensated at the rate of one and one-half (1.5) times the employee's base rate of pay.

10.2.2 All hours authorized and worked in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1.5) times the employee's base rate of pay.

10.2.3 All hours authorized and worked on a holiday, as established in Article 12 – Holidays shall be compensated at the rate of two (2) times the employee's base rate of pay.

10.2.4 No Compounding. For the purpose of compensating overtime, overtime hours worked shall not be paid twice for the same hours worked.

10.3 On-Call Duty Worker.

10.3.1 The On-Call Duty Worker shall respond to high-rise related matters. The On-Call Duty Worker status requires immediate response and ability to

be onsite within thirty (30) minutes, abstinence from alcohol and drugs, and wearing of an electronic pager.

10.3.2 The On-Call Duty Worker schedule shall rotate weekly beginning on Monday. During the week, on-call hours shall be from 4:30 PM to 8:00 AM. On Saturday, Sunday, and Holidays the on-call duty hours shall be from 8:00 AM to 8:00 AM.

10.3.3 Compensation for On-Call Duty shall be as follows:

- One (1) hour straight pay for each week day
- Four (4) hours straight pay for each weekend day or holiday. If a holiday falls during the week, a total of four (4) hours at straight time shall be paid for that day.
- Upon a call out, Employees shall be paid for a minimum of one (1) hour of straight time. If the call out requires work that lasts longer than one (1) hour, then the Employee shall receive overtime pay for the actual time worked.

10.4 Emergency Call Back. Employees called back to work by the City shall receive pay for the actual hours worked at the appropriate overtime rate.

10.5 The Employee shall have the option of taking overtime pay or compensatory time off. Employees must make the designation of how overtime is to be taken, whether in pay or compensatory time, at the time overtime is worked.

10.5.1 No more than twenty (20) hours of compensatory time shall be allowed to accumulate as measured at each computation of payroll. Employees who have accumulated twenty (20) hours of compensatory time shall be paid for any overtime hours at the appropriate overtime rate.

10.5.2 Employees may carryover twenty (20) hours of compensatory time into a new calendar year.

ARTICLE 11. MEALS AND REST PERIODS

11.1 Employees may take a thirty (30) minute meal period, without pay, during each eight (8) hour shift at times determined by the EMPLOYER.

11.2 Employees may take a fifteen (15) minute rest period, with pay, for each half shift at times determined by the EMPLOYER.

11.3 If approved by the EMPLOYER, rest periods may be taken in conjunction with the thirty (30) minute unpaid meal period.

ARTICLE 12. HOLIDAYS

Holidays. The EMPLOYER shall provide employees with ten (10) paid holidays annually.

12.1 The following days are holidays with pay for all regular full-time Employees of the City:

<u>HOLIDAY</u>	<u>WHEN CELEBRATED</u>
New Year's Day	January 1

Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Friday after Fourth Thursday in November
Christmas Day	December 25

- 12.2 Holiday Following a Weekend. If New Year's Day, Veteran's Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be a holiday. If New Year's Day, Veteran's Day, Independence Day, or Christmas Day falls on a Saturday, the preceding Friday shall be a holiday.
- 12.3 Part-time Employees. Those employees regularly working less than forty (40) hours per week shall be eligible for holiday leave on a pro-rata basis consistent with the workweek specified at the hiring date.

ARTICLE 13. PERSONAL LEAVE

Regular full-time Employees covered by the AGREEMENT shall be eligible for annual paid personal leave.

- 13.1 Sixteen (16) hours of paid personal leave shall be credited to each Employee on January 1st of each calendar year for use during the ensuing calendar year. This personal leave may be taken in one-hour segments. Personal leave not used during the calendar year shall be forfeited.
- 13.2 In an Employee's first year of employment, personal leave shall be prorated based on the employee's hire date.
- 13.3 Part-time Employees. Those employees regularly working less than forty (40) hours per week shall be eligible for personal leave on a pro-rata basis consistent with the workweek specified at the hiring date.

ARTICLE 14. VACATION

Regular full-time Employees covered by this AGREEMENT shall be eligible for annual paid vacation.

- 14.1 Vacation leave shall accrue each pay period, beginning with the date of employment of each employee. The following displays the annual vacation accrual schedule:

0 – 5 years of service	80 hours vacation
6 – 10 years of service	120 hours vacation
11 – 15 years of service	160 hours vacation
16+ years of service	200 hours vacation
- 14.2 Use of vacation. Use of vacation leave shall be subject to the approval of the employee's supervisor, and shall be refused only on the basis of the work load and personnel needs of the respective department. Vacation leave may be taken in one (1) hour increments.

- 14.3 Unless specifically directed or approved by the employee's department head, and with the concurrence of the City Administrator, an employee shall not accumulate more than 200 hours of vacation leave. There shall be no monetary compensation for unused vacation leave above the maximum allowable accrual hours at year end, except in the case of termination of employment as provided in Section 23. In the event an employee has accumulated more than the maximum hours of allowable vacation and the employee believes there are substantial reasons for excess accumulation, the employee may appeal to the City Administrator for relief from this rule on a year by year basis.
- 14.4 In no case may vacation leave be taken in advance of earned accrual, except by direct authorization of the City Administrator under exceptional circumstances.
- 14.5 In the event that as a result of a prolonged illness an employee's accumulated sick leave should become exhausted, the employee's department head may authorize use of accumulated unused vacation leave as sick leave.
- 14.6 Former Employees. In the event that an employee should voluntarily leave the Employer's employment, or be terminated for sub-standard performance of disciplinary reasons, and at some future date be re-employed by the Employer, the employee's vacation leave shall be accumulated as if the employee were a new hire. Employees in good standing, who were terminated as the result of insufficient funds, lack of work or similar reasons, shall be entitled to vacation based on previous length of service.
- 14.7 Part-time Employees. Those employees regularly working less than forty (40) hours per week shall be eligible for vacation leave on a pro-rata basis consistent with the workweek specified at the hiring date.

ARTICLE 15. SICK LEAVE

Regular full-time Employees covered by this AGREEMENT shall be eligible for annual paid sick leave in accordance with the following regulations:

- 15.1 Sick leave is defined to mean the absence of an employee because of illness or injury; or, attendance of such employee with a family member in the event of a serious illness or injury when the employee's attendance is required. Immediate family is defined as employee's spouse, mother, father, brother, sister, children, legal wards, or parents of spouse. In the event of serious illness or injury, sick leave may also be used to care for an employee's adult child, grandparent, or stepparent limited to no more than 160 hours in any 12-month period. Sick leave also means attendance at medical or dental appointments, outpatient and surgical procedures **only when** the employee cannot arrange the appointment or procedure outside of scheduled work hours.
- 15.2 The Employee will notify the EMPLOYER at or before their normally scheduled starting time of any illness and also provide reasonable advance notice for attendance at an appointment or surgical procedure for which they wish to take sick leave. Upon return to work, the Employee will complete an absence slip as required by the EMPLOYER.

- 15.3 The Employee may be required to submit proof of illness or injury by way of a doctor's certificate if Employee is off three (3) or more consecutive work days, or if a pattern of suspected abuse exists. Those Employees who misuse sick leave will be subject to disciplinary action. Any action taken by the EMPLOYER under this section shall be subject to the Grievance Procedure.
- 15.4 An Employee receiving Workers Compensation insurance payments may use accumulated sick leave to make up the difference between their normal earnings and the Workers' Compensation payments. Regular full-time employees and regular part-time employees, who average thirty (30) or more hours per normal workweek, may use sick leave and then accumulated catastrophic sick leave to make up the difference between their normal earnings and the Workers' Compensation payments.
- 15.5 Post-Retirement Health Care Savings Plan (HCSP). The Employer shall establish a HCSP account through the Minnesota State Retirement System (MSRS) for each regular full-time employee. The Employer shall contribute \$50.00 per month per regular full-time employee. The Union also has the right to establish supplemental employee contributions in an amount established by the Union. The Employer shall implement these employee contributions through payroll deduction
- 15.6 Each regular full-time employee shall accrue sick leave as follows:
- 15.6.1 Ninety-six (96) hours of sick leave shall be placed into an Employee's sick leave account on January 1st of each calendar year for use during the ensuing calendar year. Employee's hired after January 1st of a calendar year will receive a prorated amount of sick leave hours based upon the hire date.
- 15.6.2 On December 31st of each calendar year the Employer shall assign one-half (1/2) of the sick leave hours that remain from the current calendar year to a catastrophic sick leave bank. Banked catastrophic sick leave may be accumulated from year to year. Banked catastrophic sick leave can be used for the purposes specified in Article 6.8, but is available only after exhaustion of the current year's sick leave complement. There shall be no compensation for unused hours in the catastrophic sick leave bank.
- 15.6.3 On December 31st of each calendar year the Employer shall compensate one-half (1/2) of the sick leave hours that remain from the current calendar year by payment into the Employee's Post-Retirement Health Care Savings Plan (HCSP). The Employee's rate of pay as of December 31st shall be used in the computation of the payment.
- 15.6.4 Employees who voluntarily terminate employment with the City prior to the end of a calendar year shall reimburse the Employer for any sick leave used in excess of the accumulated rate provided in Section 15.6.1, as prorated by the number of months of service in the year of termination.

15.6.5 All contributions made to an Employee's HCSP account by the City cease upon termination of employment.

15.7 Regular part-time employees working less than full-time shall accrue sick leave on a pro-rata basis consistent with the work week specified at the hiring date and will be credited each pay period as earned. There is no monetary payment for unused sick leave for regular part-time employees upon termination of employment.

ARTICLE 16. MISCELLANEOUS LEAVE

The EMPLOYER agrees to provide to full time employees the following leaves of absence with reasonable written notice from the employee (leave for part-time employees working less than 40 hours per week will be on a pro-rata basis):

- 16.1 Military Leave. Military leave will be granted in accordance with the provisions of Minnesota Statutes.
- 16.2 Jury or Court Leave. Employees selected for jury duty will be granted a leave of absence and receive that portion of their regular salary, which, together with jury pay or fees will be equal to their full salary for the required period of absence. Employees cannot receive jury pay or fees in addition to their regular pay.
- 16.3 Educational Leave. Educational leaves with pay for work-related conferences and seminars that occur during the regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER agrees to pay reasonable costs related to the above.
- 16.4 Bereavement Leave. Each employee may use up to twenty-four (24) hours of sick leave in the event of the death of the employee's immediate family. Immediate family for the purpose of bereavement leave includes the employee's spouse, mother, father, brother, sister, children, legal wards, individuals who stood in loco parentis to the employee as a child, grandparents, grandchildren and those individuals in similar relationship to the employee's spouse. The EMPLOYER may grant additional leave from accrued vacation, sick leave or compensatory time upon request of the Employee. Such request shall be denied only in unusual circumstances. Employees shall also be permitted to take one (1) day of sick leave to act as a pallbearer.
- 16.5 Leave for Voting. All employees who are entitled to vote at any statewide election or any election to fill a vacancy in the office of Representative in Congress are entitled to absent themselves from their work for the purpose of voting during the day of such election day without penalty or deduction from their salary or wage on account of such absence. Reasonable time off necessary to appear at the employee's polling place, cast a ballot, and return to work will be given all employees during such elections. Time off for voting shall be scheduled through the employee's supervisor.
- 16.6 Leave of absence. The City Council may grant leave of absence without pay to any regular employees for such reason and period as it may determine, not exceeding twelve (12) consecutive months. All requests for such leave must be submitted in writing by the employees via their department head to the City

Administrator and/or City Council. Such leave will be granted only when it will not adversely affect departmental operations and is not detrimental to the best interests of the City. Upon expiration of the approved period of absence, the employees shall be reinstated in the position held at the time leave was granted. Failure of employees to return to full duty at the expiration of their leave shall be cause for dismissal. Extensions of a leave without pay may be mutually agreed upon between employees and department head.

- 16.7 Family and Medical Leave and Parental Leave. The City will comply with FMLA and Parental Leave rules and regulations as stated in Minnesota Statutes.
- 16.8 Absence without Leave. Absence of employees from duty, including any absence for a single day or part of a day that is not specifically authorized shall be without pay and serve as a basis for disciplinary action. Employees who absent themselves from their jobs for four (4) consecutive days without authorized leave shall be deemed to have resigned and will be separated with cause.
- 16.9 Approval. Leaves shall be granted after employees have notified and received approval of the designated supervisor who has determined that such absence is in compliance with the terms of this AGREEMENT. The EMPLOYER shall also grant leaves determined to be in conformance with this AGREEMENT, when unusual or emergency conditions prevent employees from obtaining advance approval of a request for a leave of absence.

ARTICLE 17. INSURANCE

The EMPLOYER will provide an Insurance Plan to regular full-time Employees of the City of South St. Paul.

- 17.1 Health Insurance. The Health Insurance Plan(s) and EMPLOYER contribution to Employee Health Insurance coverage is displayed in Appendix A titled "Health Insurance Coverage".
- 17.2 Dental Insurance. The EMPLOYER shall contribute the sum equal to the cost of single coverage per month for regular full-time Employees for dental insurance under a dental plan approved by the EMPLOYER.
- 17.3 Term Life and AD&D. The EMPLOYER shall provide the employee with term life insurance in the amount of \$50,000 and accidental death and dismemberment insurance in the amount of \$40,000.
- 17.4 Long Term Disability. The EMPLOYER shall provide the employee with Long Term Disability. Long Term Disability Insurance shall be coordinated with other benefits provided in the contract such that no Employee may receive more than the Employee's normal take home pay, exclusive of all supplemental pay.
- 17.5 All insurance benefits mentioned herein shall be selected by the EMPLOYER.
- 17.6 Employees on authorized leave of absence may enroll in the group plan provided that there is no cost the City and provided further that they are accepted by the

insurance carrier. This article shall not apply to those persons covered by Article 16.7 Family Medical Leave.

- 17.7 Employees working less than full-time, but averaging 30 or more hours per normal work week, may participate in group health, dental, life and long-term disability plans. The City's share of health plan premiums and deductibles shall be based on the proportion that the Employee's work week hours bear to the normal work week hours and will be applied to the specific policy coverage selected by the Employee.

ARTICLE 18. CLOTHING ALLOWANCE AND SAFETY SHOE REIMBURSEMENT

The Employer here-by establishes the following guidelines for an annual clothing allowance and safety shoe reimbursement allowance for regular full-time employees under this Agreement.

- 18.1 Clothing Allowance. The Employer will provide a clothing allowance in the amount of \$300.00 annually to full-time Employees under this Agreement. The clothing allowance shall be paid as part of the first payroll of December of each year.
- 18.1.1. Employees beginning employment after the first payroll of December shall not be eligible for a clothing allowance until the next regularly scheduled clothing allowance is granted.
- 18.1.2 No pro-rated clothing allowance shall be provided to newly hired employees, or to employees who terminate employment before the first payroll of December.
- 18.2 Safety Shoe Reimbursement Allowance. The Employer shall provide a safety shoe reimbursement allowance to full-time Employees under this Agreement in the amount of \$150 per year.
- 18.2.1 On January 1st of each year, the Employer will credit the Employee's Safety Shoe Allowance account \$150.00. Reimbursement will be authorized when the Employee submits an original receipt of purchase for safety shoes to their Supervisor. Reimbursements are limited to the dollar amount available in the account at the time of purchase.
- 18.2.2 Reimbursement shall be made for safety shoes only. Reimbursement for the purchase of Safety Shoes must be submitted within 30 days of purchase.
- 18.2.3 On December 31st of each year the balance of an Employee's safety shoe reimbursement account shall be no more than \$300.00.
- 18.2.4 Safety shoe reimbursement under this Article may be used only by actively working Employees. No purchases are authorized if an Employee is suspended, under notice of termination, or six (6) months prior to an Employee's retirement or voluntary resignation. If purchases are made from the safety shoe allowance less than six (6) months from

retirement or voluntary resignation, the Employee shall repay the Employer on a pro-rata basis.

- 18.2.5 Any balance remaining in the safety shoe allowance account upon termination of employment shall be returned to the City's general budget.

ARTICLE 19. EDUCATIONAL REIMBURSEMENT

The Employer here-by establishes the following guidelines for the paying of tuition to City Employees for outside training at colleges, universities, correspondence schools, and various short courses.

- 19.1 Approval of Courses. Course work must relate to applicants present position for purpose of:
- 1) Improving skills or knowledge required in their position,
 - 2) Preparing Employees for significant technological changes occurring in their career field,
 - 3) Preparing Employees for changes in duties due to the different use of a position or class,
 - 4) Preparing Employees for assumption of new and different duties as a result of a recent promotional appointment, or,
 - 5) General development of understanding to do their jobs better.
- 19.2 Eligible Employees. In order for Employees to be eligible for tuition reimbursement they must:
- 1) Must take an approved course,
 - 2) Receive a passing grade in the course (Grade of "C" or higher),
 - 3) Receive prior approval from their Department Head and City Administrator,
 - 4) Have submitted their request in written form.
- 19.3 Extent of Tuition Payment by City.
- 18.3.1 When the Employee initiates enrollment in a course, the City will pay eighty percent (80%) of the tuition.
- 18.3.2 Maximum tuition reimbursement in any one (1) calendar year shall not exceed \$3000.00. Maximum tuition reimbursement during an employee's career with the City shall not exceed \$8,000.00.
- 19.4 Reimbursement Procedures. Upon successful completion of the course, Employees shall submit a voucher stating the amount requested to be paid by the City. This voucher shall be accompanied by a receipt from the Educational Institution showing the tuition costs and a copy of the grade(s) received from the Educational Institution.
- 19.5 In the event a course is taken at the direction of the Employer and with approval from the City Administrator and/or the City Council, the entire cost of the course will be paid by the EMPLOYER.

ARTICLE 20. SENIORITY

- 20.1 Regular full-time employees are employees who have satisfactorily completed a probationary period after initial hire. All regular employees of the UNION are considered as one seniority group.
- 20.2 The EMPLOYER shall have the right to select the best qualified applicant for a position within the UNION. The determination as to whether or not an applicant possesses the necessary qualifications is within the discretion of the EMPLOYER.
- 20.3 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority in the following order:
- a) Probationary part-time employees
 - b) Probationary full-time employees
 - c) Regular (part-time and full-time) employees
- 20.4 Employees shall be recalled from layoff according to seniority. No new employee shall be hired for a job classification in which a layoff has occurred until all employees on lay off status within that job classification have been given an opportunity to return to work. This right of return shall expire twelve (12) months after the layoff takes effect. The EMPLOYER will notify any employees on layoff to return to work by certified mail, at the employee's last recorded address. The employee must return to work within three (3) weeks of receipt of the notice in order to be eligible for re-employment.
- 20.5 For purposes of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- 20.6 For purposes of this AGREEMENT, Employees who worked for the former Housing and Redevelopment Authority and who were hired by the City of South St. Paul on January 1, 2016, shall be granted service years for years worked for seniority and vacation accrual purposes only.

ARTICLE 21. DISCIPLINE

- 21.1 Employees who have completed the required probationary period shall be disciplined for just cause only. Discipline will be in one or more of the following forms and the form applied in any given circumstance will depend on the nature of the just cause and the prior disciplinary history of the Employee:
- a) Oral Reprimand
 - b) Written Reprimand
 - c) Suspension without pay
 - d) Demotion/Reduction
 - e) Discharge
- 21.2 The EMPLOYER may discharge any employee for dishonesty, drunkenness, negligence of addiction to narcotics or other drugs without a warning notice.

- 21.3 Suspensions, demotions/reductions, and discharges will be in written form, and shall be read and acknowledged by the signature of the employee. A copy of the discipline shall be provided to the employee and the UNION.
- 21.4 Except as provided in Section 21.2, the EMPLOYER shall not discharge any employee without just cause and without at least one (1) written warning notice (with a copy to the UNION) of the complaint against such employee whose work or behavior is unsatisfactory, or who fails to observe the safety precautions, or other rules and regulations prescribed by the EMPLOYER or any other governmental agency. No employee shall be discharged for refusing to work under unsafe conditions.
- 21.5 The EMPLOYER may direct the employee to use any tools, equipment, machinery, materials, products, or procedures that fall within their craft jurisdiction.
- 21.6 Employees may examine their personnel files at reasonable times, following a written request to the EMPLOYER.

ARTICLE 22. GRIEVANCE PROCEDURE

- 22.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 22.2 Processing a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYER duties and responsibilities. The aggrieved Employee and UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the Employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.
- 22.3 Procedure. Any grievance or dispute between the parties relative to the application, meaning or interpretation of this AGREEMENT shall be settled in the following manner.
 - Step 1. The UNION Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) days after the first knowledge that such alleged violation has occurred. The supervisor shall attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.
 - Step 2. If the immediate supervisor is the department head, Step 2 will be waived and appeals of Step 1 responses shall be directed to Step 3. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the

facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION Steward or the Steward's designee to the proper department head within seven (7) days after the supervisor's response is due. The department head or the department head's designee will respond to the Union steward in writing within seven (7) calendar days.

- Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based; the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION Steward or the Steward's designee and UNION Business Representative to the City Administrator or the Administrator's designee within seven (7) days after the department head's response is due. The City Administrator or the Administrator's designee will respond to the Union Steward in writing within ten (10) calendar days.
- Step 4. If the grievance is not resolved in Step 3 of the grievance procedure, either the Union or the Employer, within fourteen (14) days after the City Administrator's reply is due, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure.
- Step 5. If the grievance is still unsettled in accordance with Step 4, the UNION may, within fourteen (14) days after the City Administrator's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) days after the UNION requests such action. If the parties fail to select an arbitrator, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensation of its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbitrator.

22.4 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION without prejudice to either party.

22.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws.

ARTICLE 23. TERMINATION OF EMPLOYMENT

23.1 Employees must provide the EMPLOYER with advanced written notice of intent to terminate employment. Unless waived by mutual agreement between the EMPLOYER and Employee, notice must be provided a minimum of ten (10) working days prior to intended termination date and no vacation leave time will be granted during this period.

23.2 Those Employees leaving the City in good standing and who provide proper notice of their intent to terminate employment shall be compensated for unused accrued vacation and personal leave.

23.3 Employees who were hired by the City on or after January 1, 2016 and who have completed not less than ten continuous years of service with the City of South St. Paul, shall upon permanent separation from employment with the City for reasons other than just cause as the result of disciplinary proceedings, be paid a service recognition payment based upon years of service at the rate of \$100 per year for each year of continuous employment.

ARTICLE 24. LEGAL DEFENSE

Except in cases of malfeasance in office or willful or wanton neglect of duty, the EMPLOYER will defend, save-harmless and indemnify employees against any tort claim, demand, judgment, or settlement, actually or reasonably incurred, arising out of an alleged act or omission occurring within the scope of their employment or official duties, subject to the limitations of MN Statutes Section 466.04.

ARTICLE 25. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 26. DRUG AND ALCOHOL TESTING AGREEMENT

The Drug and Alcohol Testing Agreement, as approved the South St. Paul City Council, establishes standards concerning drug and alcohol use and also establishes a testing procedure to ensure the standards are met. The EMPLOYER and Employee shall follow the Drug and Alcohol Testing Agreement as approved by City Council and shown in Appendix B.

ARTICLE 27. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This instrument constitutes the entire AGREEMENT of the EMPLOYER and UNION, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

27.1 The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right to meet and negotiate, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

27.2 By mutual written agreement of the parties, negotiations may be voluntarily reopened by the parties during the term of this AGREEMENT. Any modification to the terms of this AGREEMENT shall be reduced to writing and signed by both parties.

ARTICLE 28. DURATION OF AGREEMENT

This AGREEMENT shall be in effect as of January 1, 2016 and shall remain in full force and effect through December 31, 2018. This AGREEMENT shall continue from year to year thereafter unless either party notifies the other in writing, at least sixty (60) calendar days prior to the expiration date that they desire to modify or terminate this AGREEMENT. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such change(s), the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same notice procedures as a proposed change.

In witness whereof, the parties hereto have executed this AGREEMENT on the _____ day of _____, 2016.

For the EMPLOYER:

For the UNION:

Mayor
City of South St. Paul

UNION Business Manager

Christy Wilcox
City Clerk

UNION President

UNION Recording Secretary

UNION Business Representative

UNION Steward

APPENDIX A

**Health Insurance Coverage
January 1 – December 31, 2016**

Health Insurance Plan Year 2016:

- The Employer’s maximum monthly contribution to health insurance premiums for the \$10 Copay plan is \$814.93.
- The Employer’s maximum monthly contribution to health insurance premiums and HRA/HSA deductible account for all remaining plans is \$871.48 for Single plans; \$1075.00 for Single + Spouse and Single + Child(ren) plans; and \$1125.00 for Family plans.

	Total Monthly Premium	Employer Monthly Contribution	Employee Monthly Cost
\$10 Copay Plan			
Single	\$884.05	\$814.93	\$69.12
Single + Spouse	\$2033.30	\$814.93	\$1218.37
Single + Child(ren)	\$1494.04	\$814.93	\$679.11
Family	\$2386.92	\$814.93	\$1571.99
\$500 Deductible Plan			
Single	\$758.61	\$758.61	\$0.00
Single + Spouse	\$1744.81	\$1075.00	\$669.81
Single + Child(ren)	\$1282.06	\$1075.00	\$207.06
Family	\$2048.25	\$1125.00	\$923.25
\$1500/\$3000 HRA Plan			
Single	\$754.81	\$754.81	\$0.00
Single + Spouse	\$1736.07	\$950.00	\$786.07
Single + Child(ren)	\$1275.63	\$950.00	\$325.63
Family	\$2037.99	\$1000.00	\$1037.99
\$2600/\$5200 HSA Plan			
Single	\$644.42	\$644.42	\$0.00
Single + Spouse	\$1482.17	\$950.00	\$532.17
Single + Child(ren)	\$1089.07	\$950.00	\$139.07
Family	\$1739.94	\$1000.00	\$739.94

HRA \$1500/\$3000 Deductible Account:

The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of \$116.67 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of \$125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2016 only, the Employer will provide the monthly contribution amounts in two equal installments (\$700.00 for the Single Plan, and \$750 for the Single + and Family Plans). The first installment will be paid with the first payroll of January and the second installment will be paid with the first payroll in July. Employees entering or leaving the insurance plan after January 1, 2016 will receive a prorated contribution based on hire or termination date.

HSA \$2600/\$5200 Deductible Account:

The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of \$208.33 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of \$125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2016 only, the Employer will provide the monthly contribution amounts in two equal installments (\$1250.00 for the Single Plan, and \$750 for the Single + and Family Plans). The first installment will be paid with the first payroll of January and the second installment will be paid with the first payroll in July. Employees entering or leaving the insurance plan after January 1, 2016 will receive a prorated contribution based on hire or termination date.

APPENDIX A

**Health Insurance Coverage
January 1 – December 31, 2017**

Health Insurance Plan Year 2017:

- The Employer’s maximum monthly contribution to health insurance premiums for the \$10 Copay plan is \$814.93.
- The Employer’s maximum monthly contribution to health insurance premiums and HRA/HSA deductible account for all remaining plans is \$897.62 for Single plans; \$1107.25 for Single + Spouse and Single + Child(ren) plans; and \$1158.75 for Family plans.

	Total Monthly Premium	Employer Monthly Contribution	Employee Monthly Cost
\$10 Copay Plan			
Single	\$937.09	\$814.93	\$122.16
Single + Spouse	\$2155.30	\$814.93	\$1340.37
Single + Child(ren)	\$1583.68	\$814.93	\$768.75
Family	\$2530.14	\$814.93	\$1715.21
\$500 Deductible Plan			
Single	\$804.13	\$804.13	\$0.00
Single + Spouse	\$1849.50	\$1107.25	\$742.25
Single + Child(ren)	\$1358.98	\$1107.25	\$251.73
Family	\$2171.15	\$1158.75	\$1012.40
\$1500/\$3000 HRA Plan			
Single	\$800.10	\$800.10	\$0.00
Single + Spouse	\$1840.23	\$982.25	\$857.98
Single + Child(ren)	\$1352.17	\$982.25	\$369.92
Family	\$2160.27	\$1033.75	\$1126.52
\$2600/\$5200 HSA Plan			
Single	\$683.09	\$683.09	\$0.00
Single + Spouse	\$1571.10	\$982.25	\$588.85
Single + Child(ren)	\$1154.42	\$982.25	\$172.17
Family	\$1844.33	\$1033.75	\$810.58

HRA \$1500/\$3000 Deductible Account:

The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of \$97.52 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of \$125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2017 only, the Employer will provide the monthly contribution amounts in four equal installments (\$292.56 for the Single Plan, and \$375 for the Single + and Family Plans). The installments will be paid with the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance plan after January 1, 2017 will receive a prorated contribution based on hire or termination date.

HSA \$2600/\$5200 Deductible Account:

The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of \$208.33 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of \$125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2017 only, the Employer will provide the monthly contribution amounts in four equal installments (\$625.00 for the Single Plan, and \$375 for the Single + and Family Plans). The installments will be paid with the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance plan after January 1, 2017 will receive a prorated contribution based on hire or termination date.

APPENDIX A

**Health Insurance Coverage
January 1 – December 31, 2018**

Health Insurance Plan Year 2018:

- The Employer’s maximum monthly contribution to health insurance premiums for the \$10 Copay plan is \$814.93.
- The Employer’s maximum monthly contribution to health insurance premiums and HRA/HSA deductible account for all remaining plans is \$929.04 for Single plans; \$1146.00 for Single + Spouse and Single + Child(ren) plans; and \$1199.31 for Family plans.

	Total Monthly Premium	Employer Monthly Contribution	Employee Monthly Cost
\$10 Copay Plan			
Single	\$1002.69	\$814.93	\$187.76
Single + Spouse	\$2306.17	\$814.93	\$1491.24
Single + Child(ren)	\$1694.54	\$814.93	\$879.61
Family	\$2707.25	\$814.93	\$1892.32
\$500 Deductible Plan			
Single	\$860.42	\$860.42	\$0.00
Single + Spouse	\$1978.96	\$1146.00	\$832.96
Single + Child(ren)	\$1454.11	\$1146.00	\$308.11
Family	\$2323.13	\$1199.31	\$1123.82
\$1500/\$3000 HRA Plan			
Single	\$856.11	\$856.11	\$0.00
Single + Spouse	\$1969.05	\$1021.00	\$948.05
Single + Child(ren)	\$1446.82	\$1021.00	\$425.82
Family	\$2311.49	\$1074.31	\$1237.18
\$2600/\$5200 HSA Plan			
Single	\$730.90	\$730.90	\$0.00
Single + Spouse	\$1681.08	\$1021.00	\$660.08
Single + Child(ren)	\$1235.23	\$1021.00	\$214.23
Family	\$1973.44	\$1074.31	\$899.13

HRA \$1500/\$3000 Deductible Account:

The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of \$72.93 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of \$125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2018 only, the Employer will provide the monthly contribution amounts in four equal installments (\$218.79 for the Single Plan, and \$375 for the Single + and Family Plans). The installments will be paid with the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance plan after January 1, 2018 will receive a prorated contribution based on hire or termination date.

HSA \$2600/\$5200 Deductible Account:

The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of \$198.14 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of \$125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2018 only, the Employer will provide the monthly contribution amounts in four equal installments (\$594.42 for the Single Plan, and \$375 for the Single + and Family Plans). The installments will be paid with the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance plan after January 1, 2018 will receive a prorated contribution based on hire or termination date.

DRUG AND ALCOHOL TESTING AGREEMENT (D.A.T.A.)**ARTICLE 1. MUTUAL INTENT.**

- 1.1 Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of Employees of South Saint Paul and to the public. To reduce those risks, this agreement concerning drug and alcohol use affecting the workplace is being adopted. This agreement establishes standards concerning drug and alcohol use which all Employees meet. It also establishes a testing procedure to ensure that those standards are met.
- 1.2 This D.A.T.A. will conform to the requirements of State Law as set forth in Minnesota Statutes Chapter 181 and the Federal Drug-Free Workplace Act of 1988 and be as follows:

ARTICLE 2. DEFINITIONS.

- 2.1 "ALCOHOL" means ethyl alcohol.
- 2.2 "CONFIRMATORY TEST" and "CONFIRMATORY RETEST" means a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Section 181.953, Subd. 1.
- 2.3 "DRUG" means a controlled substance as defined in Minn. Stat. 152.01, Subd. 4.
- 2.4 "DRUG AND ALCOHOL TESTING", "DRUG OR ALCOHOL TESTING", and "DRUG OR ALCOHOL TEST" mean analysis of a blood or urine sample according to the standards established under one of the programs listed in Minnesota Statute Section 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- 2.5 "EMPLOYEE" means a person, independent contractor, or person working for an independent contractor who performs services for the City of South Saint Paul for compensation, in whatever form.
- 2.6 "EMPLOYER" means City of South Saint Paul acting through any designee.
- 2.7 "INITIAL SCREENING TEST" means a drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes, Section 181.953, Subd. 1, to detect the presumptive presence of a drug, drug metabolite or alcohol in a sample.
- 2.8 "JOB APPLICANT" means a person who applies to become an Employee of the City of South Saint Paul, and includes a person who has received a job offer made contingent on the person passing drug and alcohol testing.
- 2.9 "POSITIVE TEST RESULT" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, Section 181.953, Subd. 1.
- 2.10 "REASONABLE SUSPICION" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. A second person shall confirm a reasonable suspicion in all cases.
- 2.11 "SAFETY-SENSITIVE POSITION" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

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- 2.12 “UNDER THE INFLUENCE” means having the presence of a drug or alcohol at or above the level of a positive test result.

ARTICLE 3. EMPLOYEE REQUIREMENTS.

- 3.1 No Employee will be under the influence of any drug or alcohol while the Employee is on duty except to the extent authorized by a valid medical prescription.
- 3.2 An Employee will notify the Employer in writing of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Employer will notify the appropriate federal agency of such conviction within ten (10) days of receiving notice from the Employee.

ARTICLE 4. DRUG AWARENESS PROGRAM.

- 4.1 The Employer provides an Employee Assistance Program to aid and assist City Employees who seek counseling and rehabilitation. Employees are encouraged to utilize the services of the Employee Assistance Program. Participation in this program is voluntary and confidential, except as may be required pursuant to Public Law 100-690, Title V, Subtitle D.
- 4.2 Employees who are in recovery are protected under Americans With Disabilities Act (ADA).

ARTICLE 5. PERSONS SUBJECT TO TESTING.

- 5.1 No person will be tested for drugs or alcohol under this agreement without the person’s consent. The Employer will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this agreement.
- 5.2 JOB APPLICANTS.

Job applicants may be required to undergo drug and alcohol testing after a job offer has been conditionally made and before commencing employment in the position.

ARTICLE 6. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING.

6.1 REASONABLE SUSPICION TESTING

The Employer may request or require an Employee to undergo drug and/or alcohol testing if there is a reasonable suspicion that the Employee, while on duty

- 6.1.1 is under the influence of drugs or alcohol
- 6.1.2 is under the influence of drugs or alcohol and has sustained bodily harm or has caused another person to die or sustain substantial bodily harm as that term is defined in Minnesota Statutes 609.02, Subd. 7a; or
- 6.1.3 is under the influence of drugs or alcohol and has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in total property damage exceeding \$2,000; or
- 6.1.4 has discharged a firearm other than
- (a) on a target range, or
 - (b) while conducting authorized ballistics test, or
 - (c) as authorized by the City of South Saint Paul.

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6.2 OTHER TESTING

The Employer will permit an Employee who has requested a drug and alcohol test to undergo testing in accordance with the procedures established by this agreement at the employee's expense.

6.3 RANDOM TESTING is prohibited unless required by statute.

ARTICLE 7. REFUSAL TO UNDERGO DRUG OR ALCOHOL TESTING.

7.1 JOB APPLICANTS

If a job applicant refuses to undergo drug or alcohol testing requested or required by the Employer, no such test will be given, and the job applicant will be deemed to have withdrawn the application for employment.

7.2 EMPLOYEES

If any Employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test will be given, but the Employer may discipline the Employee. Such discipline shall be progressive and may include discharge on grounds of insubordination.

7.3 REFUSAL ON RELIGIOUS GROUNDS.

No Employee or job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds will be deemed to have refused unless the Employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

ARTICLE 8. PROCEDURE FOR TESTING.

8.1 NOTIFICATION FORM.

Before requesting an Employee or job applicant to undergo drug or alcohol testing, the Employer will provide the individual with a form on which to (1) acknowledge that the individual has received a copy of, read, and understood the D.A.T.A., and (2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result, and (3) indicate consent to undergo the drug and alcohol testing. The Employer will provide the Employee or job applicant with a copy of the D.A.T.A. and the time to review its contents before the Employee or job applicant indicates consent to drug and alcohol testing. The Employee has the right to Union representation during any step(s) of the drug and alcohol testing procedure.

8.2 TEST SAMPLE

The test sample will be obtained in a private setting, and the procedures for taking the sample will ensure privacy to Employees and job applicants to the extent practicable, consistent with preventing tampering with the sample, and may include a witness, and will conform with applicable rules under M.S.A. Section 181.953. No test sample will be taken on the Employer's premises and the test sample will not be taken by City of South Saint Paul Employees.

8.3 IDENTIFICATION OF SAMPLES.

Each sample will be sealed into a suitable container free of any contamination that could affect test results. The sample will be identified for processing by the licensed testing laboratory.

8.4 CHAIN OF CUSTODY.

A written record of the chain of custody of the sample which conforms to the rules under M.S.A. Section 181.953 will be maintained. In addition, the written record will include a signature of each person accepting transfer of the same and the date and time of the transfer.

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8.5 LABORATORY.

All drug and alcohol testing will use the services of a testing laboratory qualifying under Minnesota Statutes Section 181.953; however, no test will be conducted by a testing laboratory owned and/or operated by the City of South Saint Paul.

8.6 METHODS OF ANALYSIS.

The testing laboratory will use methods of analysis and procedures to ensure reliable drug and alcohol testing results, including standards for initial screening tests and confirmatory tests.

8.7 RETENTION AND STORAGE.

Retention and storage procedures will comply with M.S.S.A. Section 181.953, and all samples, that produced a positive test result will be retained and properly stored for at least (6) months.

8.8 TEST REPORT.

The testing laboratory will prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of test conducted, and whether the test produced negative or positive test results, and the testing laboratory will disclose that report to the Employer within three (3) working days after obtaining the final test results. The following standards shall be used:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml Amphetamine	500 ng/ml GC-MC
Barbiturates	300 ng/ml Barbiturate	1,000 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	1,000 ng/ml GC-MS
Cannabis	100 ng/ml Delta-THC	15 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	150 ng/ml GC-MS
Narcotics	300 ng/ml Morphine	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS
Alcohol	0.04 (Breathalyzer)	0.04 (Blood Alcohol)

8.9 NOTICE OF TEST RESULTS

Within three (3) working days after receipt of the test result report from the testing laboratory, the Employer will inform an Employee or job applicant who has undergone drug or alcohol testing in writing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test. The Employer will also inform an Employee or job applicant of the following rights pursuant to M.S. 181.953:

8.9.1 The right to request and receive from the Employer a copy of the test result report.

8.9.2 The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the Employer's expense or a confirmatory retest at another laboratory at the Employer's expense.

8.9.3 The right to submit information to the Employer within three (3) working days after a notice of a positive test result to explain that result.

8.9.4 The right of an Employee for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test requested by the Employer not to be discharged unless the Employer has first given the Employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program. Participation in a counseling or rehabilitation program will be at the Employee's own expense or pursuant to coverage under an Employee's benefit plan. The Employer may determine which type of program is more appropriate for the Employee after consultation with a certified chemical-use counselor or a physician trained in the diagnosis and treatment of chemical dependency. The Employee may be discharged if s/he has either refused to participate in the

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counseling or rehabilitation program, or has failed to successfully complete the program. Withdrawal from the program before its completion or a positive test result on a confirmatory test after completion of the program will be considered evidence that the Employee failed to successfully complete the program.

- 8.9.5 The right not to be disciplined if the outcome of the confirmatory or confirmatory retest is negative.
- 8.9.6 The right not to be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the Employee or job applicant was under an affirmative duty to provide the information before, upon, or after hire.
- 8.9.7 The right to access the information in their personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process including conclusions drawn from and actions taken based on the reports or other acquired information.
- 8.9.8 The right of an Employee or a job applicant, who has received a job offer made contingent on the applicant passing drug and alcohol testing, to not have the offer withdrawn based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

ARTICLE 9. ACTION AFTER TEST.

9.1 JOB APPLICANTS.

The Employer will not withdraw an offer of employment made contingent on the job applicant passing drug and alcohol testing based on a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Employer will withdraw the contingent offer of employment if the Employer determined in accord with the Minnesota Human Rights Act, that alcohol or drug usage or abuse: (1) prevents the job applicant from performing the essential functions of the job in question; or (2) constitutes a direct threat to property or the safety of others; or (3) otherwise constitutes a bona fide occupational qualification.

9.2 EMPLOYEES.

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an Employee solely on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Employer may do the following:

9.2.1 FIRST POSITIVE TEST RESULT.

If a professional assessment deems treatment warranted, give the Employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate. The Employer through its Employee Assistance Program may determine which type of program is more appropriate after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation in a counseling or rehabilitation program will be at the Employee's own expense or pursuant to coverage under an Employee's own benefit plan.

When undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits provided at their assigned position provided the

APPENDIX B

Employee is using available accumulated leave. If the Employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program as evidence by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program, and alcohol or drug abuse prevents the Employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may recommend to the City that the Employee may be discharged from employment.

9.2.2 COMPLETION OF REHABILITATION.

Upon successful completion of rehabilitation, the Employee shall be returned to their regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow up care is prescribed after treatment, this may be a condition of employment. Once treatment is completed and provided no further incidence of positive confirmatory test occur, at the end of three (3) years the records of treatment and positive drug test results shall be retired and given to the Employee. References of the incident shall be removed from the Employee's personnel file.

9.2.3 SECOND POSITIVE TEST RESULT.

Where alcohol or drug abuse prevents the Employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may discipline the Employee including, but not limited to, discharge from employment.

9.2.4 SUSPENSIONS AND TRANSFERS.

Notwithstanding any other provisions herein, the Employer may temporarily suspend the tested Employee with pay for up to 90 days or transfer that Employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the Employer believes that it is reasonably necessary to protect the health or safety of the Employee, co-Employees, or the public.

ARTICLE 10. DATA PRIVACY.

- 10.1 The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Employer or to a third party group or individual, governmental agency, or private organization without the written consent of the Employee tested, unless required by law or court order.

ARTICLE 11. APPEALS PROCEDURE.

- 11.1 Concerning disciplinary actions taken pursuant to this drug and alcohol testing agreement, available appeal procedures are as follows:

11.1.1 TEMPORARY EMPLOYEES.

Temporary Employees as defined in the City of South Saint Paul will have no right of appeal.

11.1.2 NON-VETERANS ON PROBATION.

An Employee who has not completed the probationary period and who is not a veteran has no right of appeal.

11.1.3 VETERANS.

An Employee who is a veteran has the right to appeal (a) through the grievance/arbitration procedure included in the Collective Bargaining Agreement, regardless of status with respect to the probationary period; and (b) any additional rights under the Veterans Preference Act, Minn. Stat. 197.46.

APPENDIX B

- 11.2 All notices of appeal not covered under the Collective Bargaining Agreement must be submitted in writing to the City Administrator, who will schedule the appropriate hearing.
- 11.3 An Employee who is covered by the Collective Bargaining Agreement may see relief under the terms of that Agreement by contacting the Union and initiating grievance procedures.

ARTICLE 12. EMPLOYEE RIGHTS.

- 12.1 The Employee has the right to Union representation during any step(s) of the drug and alcohol testing procedure.
- 12.2 The Employee has the right to refuse any overtime, callback, or workback, when the Employee feels she/he may violate this D.A.T.A.

ARTICLE 13. GOOD FAITH EFFORT.

- 13.1 The City of South Saint Paul and all parties to this agreement will make a continuing good faith effort to maintain a drug-free workplace through the implementation of this Drug and Alcohol Testing Agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SOUTH ST. PAUL
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)

This Memorandum of Understanding is entered into between the City of South St. Paul (hereafter “EMPLOYER”) and International Union of Operating Engineers (hereafter “UNION”) and concerns the hourly wage rate of pay for two Union employees (William Brink and Jeannine Vance) and addresses why it differs from the wage rate expressed in Article 9 of a collective bargaining agreement negotiated between the EMPLOYER and the UNION for the period of January 1, 2016 through December 31, 2018.

WHEREAS, as part of a plan to identify and apply enhanced resources to the City’s economic development and code enforcement efforts, the City Council authorized the transfer of administrative responsibility for a number of housing programs from the former South St. Paul Housing Redevelopment Authority (SSPHRA) to the Dakota County Community Development Agency (CDA), the establishment of an Economic Development Authority (EDA), and an internal reorganization that resulted in the creation of a Community Development Department within the City of South St. Paul organizational structure; and

WHEREAS, the Community Development Department contains a Housing Division, which includes the management of the two Senior High Rise Public Housing buildings in South St. Paul; and

WHEREAS, the three Light Duty Maintenance/Custodial workers in the High Rise buildings were hired by the EMPLOYER effective January 1, 2016; and

WHEREAS, the EMPLOYER and UNION have executed a Collective Bargaining Agreement effective for the period January 1, 2016 through December 31, 2018; and

WHEREAS, Article 9 of the Collective Bargaining Agreement provides a compensation schedule for the position of Light Duty Maintenance/Custodian with Housing and a compensation schedule for the position of Light Duty Maintenance/Custodian without Housing; and

WHEREAS, the two positions are treated identically in the Collective Bargaining Agreement except for these differing compensation wage schedules; and

WHEREAS, the compensation schedule for Light Duty Maintenance/Custodian with Housing includes an hourly wage rate and a salary allotment for housing, which when combined and annualized is equal to the annualized wages of the Light Duty Maintenance/Custodian without Housing; and

WHEREAS, the two employees (William Brink and Jeannine Vance) who are subject to the Light Duty Maintenance/Custodian with Housing compensation schedule were paid at a higher hourly wage rate while previously employed with the SSPHRA; and

WHEREAS, the EMPLOYER and UNION have by separate understanding agreed to not impose a wage rate reduction on William Brink and Jeannine Vance when they were hired by the City of South St. Paul on January 1, 2016; and

WHEREAS, the EMPLOYER has agreed to continue paying William Brink and Jeannine Vance an hourly wage rate of \$21.42; and

NOW, THEREFORE, the parties hereto have agreed as follows:

1. The wage rate for William Brink and Jeannine Vance will remain fixed at \$21.42 per hour until such time as the wage schedule for the Maintenance/Custodian with Housing position as displayed in Article 9 – Wage Schedule of the collective bargaining agreement reaches \$21.42 per hour or other amount reached through the collective bargaining process.

Signed: _____, 2016

City of South St. Paul

By: _____
Mayor

By: _____
City Administrator

Signed: _____, 2016

International Union of Operating Engineers

By: _____

By: _____



CITY COUNCIL AGENDA REPORT

DATE: June 6, 2016

DEPARTMENT: Licensing/Code Enforcement Division

ADMINISTRATOR: JPK

8-H

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

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016- 99, declaring certain City property as surplus and authorizing disposal of sale or surplus property.

OVERVIEW:

As part of the remodeling project in the Engineering Department and the relocation of the City Clerk's office, certain office furniture is no longer needed or some of the existing modular furniture is far beyond its useful life expectancy.

The Public Works Department is also requesting that paver blocks that have been removed throughout the City and are not able to be reused be declared surplus and approve the disposal or sale.

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

SOURCE OF FUNDS:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-99

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

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

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

Four (4) Office Chairs	One (1) Table
One (1) Drawing Table	Office Partitions and Hardware
One (1) 2 drawer file cabinet	Paver Blocks (Public Works Department)

Adopted this 6th day of June, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-I

AGENDA ITEM: Sewer Service Claim – Settlement Agreement – 730-8th Ave. So.

ACTION TO BE CONSIDERED:

Pass a motion to approve a settlement agreement with Becky Ridley for her property at 730-8th Avenue South regarding sewer service line repair.

OVERVIEW:

The property owner of 730-8th Ave. So. has completed all of the necessary requirements to qualify for 50% of the cost of the sewer repair up to a maximum of \$2500 settlement from the City for repair of the sewer service line, in accordance with the recently adopted revised sewer service line repair policy

SOURCE OF FUNDS:

Sanitary Sewer Enterprise Fund

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into and effective as of the _____ day of _____, 201__ (“Agreement Date”), by and between the City of South St. Paul, a Minnesota municipal corporation (the “City”), and Becky Ridley a (*single person*,) (“Property Owner”).

RECITALS

WHEREAS, the Property Owner owns real property which is improved with a single-family home in the City of South St. Paul, located at 730-8th Avenue South (“Property”); and

WHEREAS, it has been determined that the Property has a sanitary sewer service pipe connection in the City’s right of way that involves a six inch line being connected to a four inch line; and

WHEREAS, the Property Owner has experienced problems of clogging, backup or other sewer issues (“Sewer Issues”) and

- The City had previously replaced the service line and made the connection to the existing service line that is in question; and
- The connection has been determined by a 3rd party contractor hired by the homeowner to be the cause of the Sewer Issues; and
- The City Engineer or his designee has visually verified that the connection is the likely cause of the Sewer Issues;

WHEREAS, this Agreement is intended to resolve the dispute between the parties arising from the Sewer Issues.

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

ARTICLE I THE AGREEMENT

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

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

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

ARTICLE II COVENANTS AND AGREEMENTS

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

- (a) City Execution of This Agreement: In consideration of this Agreement, the City agrees to execute this Agreement and implement its terms as they relate to the Property.
- (b) City Settlement Payment: In consideration of this Agreement, the City agrees to pay Property Owner up to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to reimburse Property Owner for the costs of inspection and repair of the Sewer Issues as full and final settlement of the Sewer Issues. Payment will be made to Property Owner upon proof of compliance with the provisions of Section 2.02 of this Agreement.

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

- (a) Title and Agreement Execution and Processing: Property Owner warrants that Property Owner has good right, title and interest in the Property to enter into this Agreement and Property Owner agrees to execute this Agreement and deliver said executed copy to the City.
- (b) Performance of Work and Proof of Payment: Property Owner agrees that it will engage a 3rd party contractor to correct the Sewer Issues in a manner that is satisfactory to the City Engineer or his designee. Upon receipt of proof of completion and payment, the City will reimburse the Property Owner up to the amount stated in Section 2.01 (b).
- (c) Release of Claims: In exchange for the payments made to Property Owner in this Agreement, Property Owner, for themselves and on behalf of their heirs, executors, administrators, attorneys, and assigns, hereby releases City, its present and former council members, contractors, attorneys, representatives, employees, and agents from any and all claims, rights or causes of action of any kind and nature whatsoever, which they have or may claim to have, in any way arising out

of, connected with the Claim. This Release shall also include, but not be limited to, all claims, rights and causes of action for costs, attorney's fees, or percentage of awards or settlements which Property Owner may assert against or which may be asserted against City by anyone on behalf of Property Owner, or against any of the released parties from any third parties.

ARTICLE III **GENERAL PROVISIONS**

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

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

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

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

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

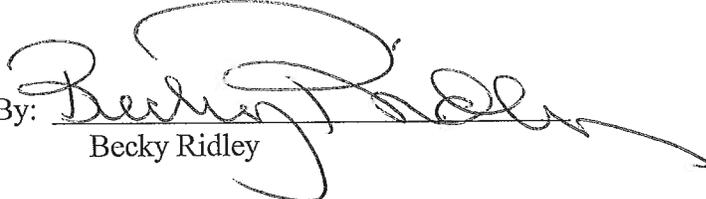
Section 3.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

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

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

PROPERTY OWNER:

By: 
Becky Ridley

STATE OF MINNESOTA)
)
COUNTY OF Dakota) ss.

On this 20th day of May, 2016, before me a Notary Public within and for said County, personally appeared Becky Ridley and _____, (*a single person*) to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.


Notary Public





CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-J

AGENDA ITEM: Award Alley Catch Basin Repairs

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-018 RESOLUTION ACCEPTING THE QUOTES AND AWARDING THE ALLEY CATCH BASIN REPAIRS (PROJECT 2016-014) TO DIDION CONTRACTING INC.

OVERVIEW:

Over the past few years, the City has had issues with deterioration in alley catch basins. The City created a list of known deteriorated or problematic catch basins and budgeted funds this budget cycle to repair them. Attached is a map of catch basins that are included as part of this year's repairs.

Staff sent out a request for quotes for the alley catch basin repairs to five different contractors. Three contractors submitted quotes for the repairs and the low contractor is Didion Inc.

Contractor:	Amount:
Didion Contracting Inc.	\$75,171.00
Ryan Contracting Co.	\$96,620.00
Danner, Inc.	\$103,493.00

Staff recommends awarding to Didion, Inc. The work has a completion date of September 2, 2016.

SOURCE OF FUNDS:

The 2016-2020 Capital Improvement Plan (CIP) included funds for Alley Catch Basin Repairs. Sufficient funds are available from the storm sewer enterprise funds in the amount of \$75,171.00 for the contract with Didion Contracting Inc.

RESOLUTION NO. 2016-108

**RESOLUTION ACCEPTING THE QUOTES AND AWARDING
THE ALLEY CATCH BASIN REPAIRS (PROJECT 2016-014)
TO DIDION CONTRACTING INC.**

WHEREAS, pursuant to a request for quotes for the improvements outlined in the Alley Catch Basin Repair Project 2016-014, the quotes were received, opened and tabulated according to law, and the following quotes were received:

Contractor:	Amount:
Didion Contracting Inc.	\$75,171.00
Ryan Contracting Co.	\$96,620.00
Danner, Inc.	\$103,493.00

WHEREAS, it appears that Didion Contracting Inc, is the lowest responsible quote;

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into the attached contract with Didion Contracting Inc. in the name of the City of South St. Paul for the improvements outlined in the Alley Catch Basin Repair Project 2016-014, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.
2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their quotes, except that the deposits of the successful quote and the next lowest quote shall be retained until a contract has been signed.

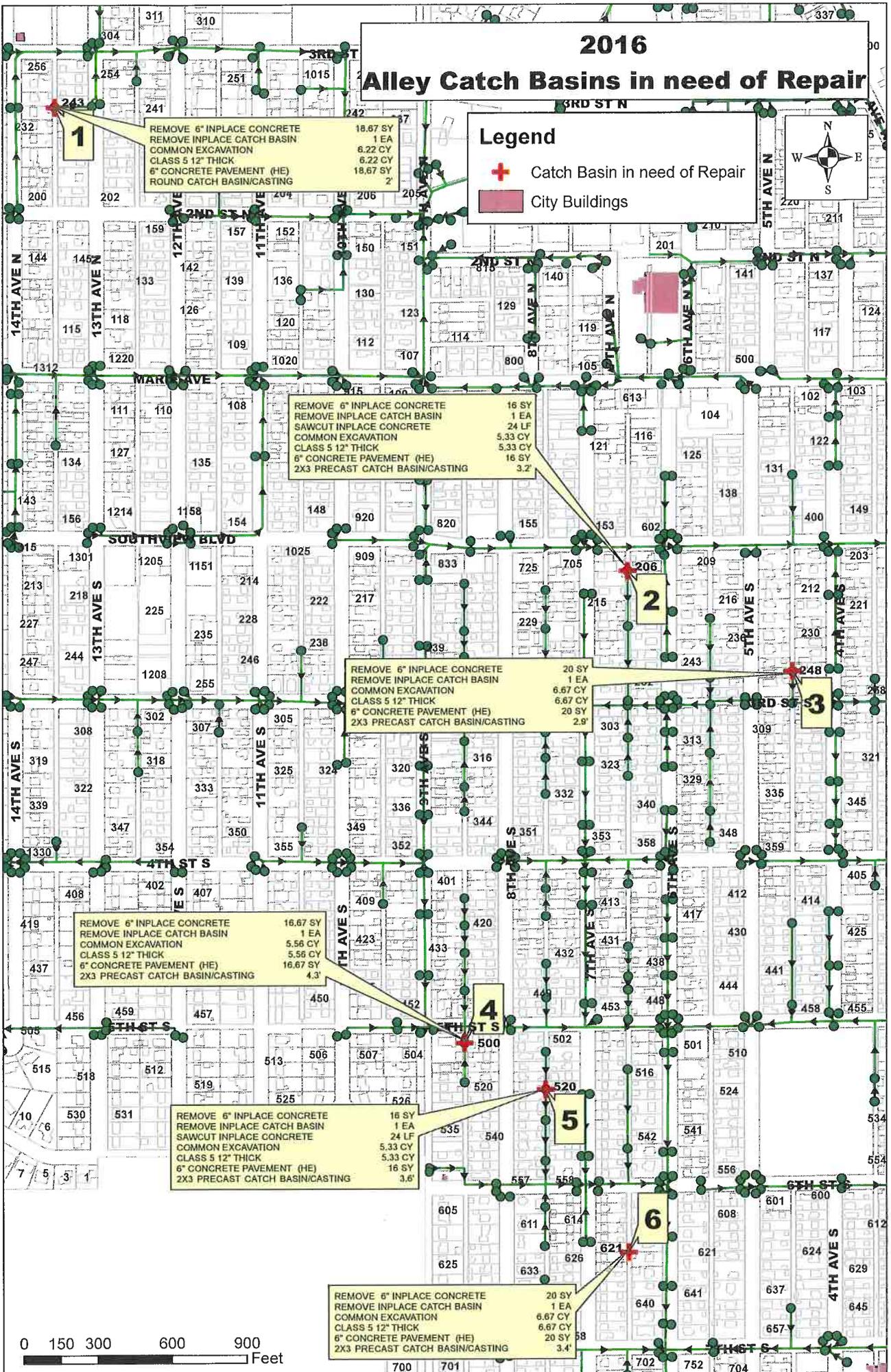
Adopted this 6th day of June, 2016.

City Clerk

2016 Alley Catch Basins in need of Repair

Legend

- + Catch Basin in need of Repair
- City Buildings



0 150 300 600 900 Feet

700 701 702 752 704



CITY COUNCIL AGENDA REPORT

DATE: June 6, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-K

AGENDA ITEM: Engineering Services Agreement with Bolton & Menk for Wentworth Avenue Preliminary Layout

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-100 APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY AND BOLTON & MENK, INC. FOR WENTWORTH AVENUE PRELIMINARY LAYOUT.

OVERVIEW:

On October 20, 2014, the City Council adopted Resolution No. 2014-213 to include construction of sidewalk improvements along Wentworth Avenue, (CSAH 8) from 15th Avenue North to US 52 (Lafayette Freeway) in the Dakota County Capital Improvement Program. This work was anticipated to be completed in 2017 - 2018.

In late March 2016, staff requested that the Dakota County planning department consider the Wentworth Avenue Sidewalk Improvements project eligibility for Statewide Health Improvement Program (SHIP) funded grant writing services for the 2016 Metropolitan Council Regional Solicitation. The Regional Solicitation is part of Metropolitan Council's required distribution of funding per the recently authorized Federal Transportation Act. The maximum federal award for Pedestrian Facilities (Sidewalks, Streetscaping, and ADA) is \$1,000,000 with a required 20 percent local match (\$200K). Dakota County has committed their consultant services to the City for writing a 2016 regional solicitation for the Wentworth Avenue Sidewalk Improvements project at no cost to the City.

In accordance with the City's Bicycle and Pedestrian Plan, staff is proposing bike shoulders and sidewalks on one or both sides. Staff is recommending a preliminary layout be completed to determine the necessary improvements, develop costs for the Capital Improvement Plan (CIP), determine the extent of the potential impacts, and for inclusion in the grant submittal application. The preliminary layout would be best facilitated by a consulting engineering firm due to limited staffing availability. Due to the timeframe and the limited number of consultants that staff believes can successfully deliver this project, staff is requesting that the City Council consider hiring Bolton & Menk, Inc., for this work.

RECOMMENDATION:

Staff recommends awarding the contract to Bolton & Menk, Inc., for engineering consulting services to develop a preliminary layout for the Wentworth Avenue Sidewalk Improvements project in an amount not to exceed \$4,562.

SOURCE OF FUNDS:

The proposed 2017-2021 Capital Improvement Plan (CIP) includes funds in the amount of \$1,250,000 for project delivery of the Wentworth Avenue Sidewalk improvements which includes an anticipated federal funding award of \$800,000 and \$247,500 from Dakota County. In accordance with the County's policy, the City's share of the cost (45%) for the preliminary layout consulting engineering services is approximately \$2,053 and Dakota County will reimburse the City for their share of the cost (55%) in the amount of \$2,509.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-100

**RESOLUTION APPROVING AN ENGINEERING SERVICES AGREEMENT
BETWEEN THE CITY AND BOLTON & MENK, INC.
FOR WENTWORTH AVENUE PRELIMINARY LAYOUT**

WHEREAS, the City Council has reviewed and considered an Engineering Agreement between the City and Bolton & Menk, Inc., for Wentworth Avenue Preliminary Layout 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 6th day of June, 2016.

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this ____ day of _____, 2016, by and between the City of South St. Paul, 125 – 3rd Avenue North, South St. Paul, Minnesota 55075, (“City”) and Bolton & Menk, Inc., 12224 Nicollet Avenue, Burnsville, MN 55337 (“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”), as defined in the following documents:

- i. A proposal for Wentworth Avenue Preliminary Layout dated May 26, 2016, incorporated herein as Exhibit 1;

(Hereinafter “Exhibit.”)

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

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment for Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.

- c. Consultant shall submit itemized bills for Services provided to City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to City.
3. TERM. The term of this Agreement is identified in the Exhibits. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.
4. TERMINATION.
 - a. Termination by Either Party. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for Services rendered and reimbursable expenses until the effective date of termination.
 - b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.
6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of Services.
7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party

describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

8. CITY'S REPRESENTATIVE. The City has designated Chris Hartzell 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 Christopher Chromy 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: Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

Or emailed: Chrisch@bolton-menk.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.

- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF SOUTH ST. PAUL

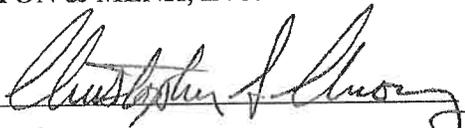
By: _____
Beth Baumann, Mayor

ATTEST:

By: _____
Christy Wilcox, City Clerk

Date: _____

BOLTON & MENK, INC.

By: 
Its: Principal Engineer
Date: 6/1/14



BOLTON & MENK, INC.
Consulting Engineers & Surveyors

12224 Nicollet Avenue • Burnsville, MN 55337
Phone (952) 890-0509 • Fax (952) 890-8065
www.bolton-menk.com

May 26, 2016

Mr. Chris Hartzell, P.E.
City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075

RE: Proposal for Wentworth Ave. (Hwy 52 to 15th Ave) Preliminary Layout

Dear Mr. Hartzell,

Thank you for requesting a proposal from Bolton & Menk, Inc. for the above-referenced project. I am pleased to present this proposal to the City of South St. Paul per your email request. We understand the City of South St. Paul desires to apply for a federal grant as part of the 2016 regional solicitation for an improvement of Wentworth Avenue from Trunk Highway 52 to 15th Avenue. A preliminary layout and cross sections are required to complete that application. The proposed improvements would restripe and widen the existing roadway as needed, and would include 11-foot lanes, 5-foot bike lanes (integral curb with 5-foot gutter pan to delineate the bike lane), 8-foot parking bays as existing at the west end, and a 6-foot sidewalk on one or both sides of the roadway. The existing boulevards on the north side are steep and will likely need retaining walls. It is our understanding that LIDAR data is easily obtained from Dakota County and is relatively accurate. We also understand that the City will calculate construction cost estimates and right-of-way requirements from the preliminary layout.

To serve the City of South St. Paul, we propose drafting a preliminary layout in AutoCAD Civil 3D to include alignment and profile of existing roadway, widening areas, and cross sections every 100 feet. We will make some general assumptions on how best to fit in a sidewalk on one or both sides of the road with the restrictions of limited right of way, trees, intersecting slopes, and utility poles. We will make some general recommendations of storm sewer structure relocation if needed, but a hydraulic analysis is not included. We anticipate providing a draft layout for your use and final layout upon your review.

We have assembled a qualified team to complete the work. We estimate the work will be completed for the following: Project Manager \$178/hour x 4 hours, Project Engineer \$115/hour x 12 hours, Design Engineer/Technician \$95/hour x 26 hours. Compensation will be billed hourly with a not-to-exceed total of \$4,562.00.

We are excited at the opportunity to complete the Wentworth Avenue Preliminary Layout project for you. I will personally serve as your Project Manager and lead contact on this project. Please contact me at 612-756-1236 or at chrisch@bolton-menk.com if you have any questions regarding our proposal.

Sincerely,

Christopher S. Chromy, P.E.
Transportation Services Manager

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-L

AGENDA ITEM: Application to Conduct Excluded Bingo – South St. Paul Kaposia Days

ACTION TO BE CONSIDERED:

Motion to adopt Resolution No. 2016-101, Concurring with the Issuance of a Minnesota Lawful Gambling Application for Authorization to Conduct Excluded Bingo for South St. Paul Kaposia Days.

OVERVIEW:

A request has been received from South St. Paul Kaposia Days for the approval of an application to conduct excluded bingo during the 2016 Kaposia Days Celebration. The activity is scheduled for June 24-26, 2016, to be held in the parking lot at 5th Avenue and Marie Avenue.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-101

**RESOLUTION CONCURRING WITH THE ISSUANCE OF A
MINNESOTA LAWFUL GAMBLING APPLICATION FOR
AUTHORIZATION TO CONDUCT EXCLUDED BINGO FOR
SOUTH ST. PAUL KAPOZIA DAYS**

WHEREAS, South St. Paul Kaposia Days has made application to the Gambling Control Board to conduct bingo on June 24-26, 2016; and

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 Bingo Permit by the Gambling Control Board to South St. Paul Kaposia Days to be held on June 24-26, 2016, and hereby waives the 30 day waiting period.

Adopted this 6th day of June, 2016.

City Clerk

ORGANIZATION INFORMATION

Organization Name: South St. Paul Kaposia Days
Previous Gambling Permit Number: XB-07425-15-003
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any: 41-1301888
Mailing Address: 5782 Blackshire Path
City: Inver Grove Heights State: MN Zip: 55076 County: Dakota
Name of Chief Executive Officer (CEO): Carol Swenson
Daytime Phone: 651-451-2266 Email: carol@riverheights.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[] Fraternal [] Religious [] Veterans [x] Other Nonprofit Organization

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

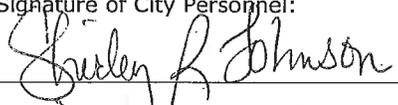
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
[x] Current calendar year Certificate of Good Standing
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803; or toll free 1-877-551-6767
[] Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.
[] Internal Revenue Service-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.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? [] Yes [x] No
If yes, list the dates when bingo was conducted:
The proposed bingo event will be:
[x] one of four or fewer bingo events held this year. Dates: June 25 & 26, 2016
-OR-
[] conducted on up to 12 consecutive days in connection with a:
[] county fair Dates:
[x] civic celebration Dates: June 24-26, 2016
[] Minnesota State Fair Dates:
Person in charge of bingo event: Holly Pugh Daytime Phone: 651-455-1555
Name of premises where bingo will be conducted: Parking Lot
Premises street address: Corner of Fifth and Marie Avenues
City: South St. Paul If township, township name: County: Dakota

LG240B Application to Conduct Excluded Bingo

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>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</p> <p>Print City Name: <u>South St. Paul</u></p> <p>Signature of City Personnel: </p> <p>Title: <u>Deputy City Clerk</u> Date: <u>5/26/2016</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 20px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota 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.

Chief Executive Officer's Signature:  Date: 5/26/14
(Signature must be CEO's signature; designee may not sign)

Print Name: Carol Swenson

MAIL OR FAX APPLICATION & ATTACHMENTS

<p>Mail or fax application and a copy of your proof of nonprofit status to:</p> <p style="padding-left: 20px;">Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032</p> <p>An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.</p> <p>Questions? Call a Licensing Specialist at 651-539-1900.</p>	<p>Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the LIST OF LICENSEES, or call 651-539-1900.</p> <p style="text-align: center;">This form will be made available in alternative format (i.e. large print, braille) upon request.</p>
--	--

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.



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-M

AGENDA ITEM: Wetlands Conservation Act – Local Governmental Unit Designation

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-102 DELEGATING AUTHORITY TO THE DAKOTA COUNTY SOIL & WATER CONSERVATION DISTRICT FOR THE ADMINISTRATION OF THE WETLAND CONSERVATION ACT OF 1991.

OVERVIEW:

In December 1993, the City Council adopted Resolution 1993-207 which designated the City as the Local Governmental Unit (LGU) for the administration of the Wetlands Conservation Act (WCA) of 1991 (see attached).

Over the years the City has always used the Dakota County Soil & Water Conservation District (SWCD) as a technical resource for any administration of the WCA. The SWCD has never charged the City for this service. Typically the City only handles one application every two years as the City has very few wetlands. Staying current on WCA rules and regulations is what the SWCD does as one of their primary functions. It is very difficult for the City staff to remain current as the number of applications are so few and far apart.

Therefore, the staff is recommending that the City turn over the LGU responsibilities of the WCA to the SWCD as they are the agents in this area. There is no cost to the City to have the SWCD administer the WCA applications. The SWCD will continue to include the City in all reviews and approvals. The attached resolution assigns the authority of the LGU to the Dakota County SWCD.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-102

**DELEGATING AUTHORITY TO THE DAKOTA COUNTY SOIL & WATER
CONSERVATION DISTRICT FOR THE ADMINISTRATION OF THE
WETLAND CONSERVATION ACT OF 1991**

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local governmental units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Minnesota Board of Water and Soil Resources (BWSR) pertaining to wetland draining, filling and excavation; and

WHEREAS, the BWSR is requesting notification of an LGU's decision adopting or excepting administrative responsibility for another LGU in accordance with Minn. Rules part 8420.0260, item a: which requires each local government unit of the State to acknowledge in writing to the Board that it is assuming its responsibilities under the WCA; and

WHEREAS, the LGU is responsible for allowing the WCA rules as stated in 8420.0200, Determining Local Government Unit Duties.

WHEREAS, the City of South St. Paul, as stated in Resolution 93-207 accepted the administrative responsibility as the LGU for the WCA within our legal boundaries as of December 20, 1993 within the guidelines as set forth by the WCA rules.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul, Minnesota, hereby acknowledges and delegates decision and administrative authority to Dakota County Soil and Water Conservation District and their technical staff for the following purposes:

1. Official Listing as LGU Contact
2. Wetland Delineations and Wetland Determinations
3. No Loss Determinations
4. Exemption Determinations
5. Providing State Required Annual WCA Reports

Adopted this 6th day of June, 2016.

City Clerk

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NUMBER 93-207

**RESOLUTION ADOPTING THE PERMANENT RULES
OF THE WETLAND CONSERVATION ACT**

WHEREAS, the Minnesota Wetland Conservation Act of 1991 (WCA) requires local government units (LGUs) to implement this law by adopting the rules and regulations promulgated by the Board of Water and Soil Resources (BWSR) pertaining to wetland draining and filling; and

WHEREAS, the BWSR is requesting LGUs adopting the permanent rules of the WCA to notify them of the LGU decision regarding adoption; and

WHEREAS, the LGU is responsible for making WCA determinations for landowners; and

WHEREAS, the City of South St. Paul had previously assumed responsibilities of LGU for wetland alterations within its corporate limits under the interim rules;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that it hereby accepts responsibility as the LGU for the WCA within the legal boundaries of South St. Paul as of December 20, 1993, within the guidelines as set forth by the WCA and rules.

Approved this 20th day of December, 1993.

/s/ Christy M. Wilcox
City Clerk

/s/ Kathleen A. Gaylord
Mayor



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-N

AGENDA ITEM: Appointment of Election Judges and Absentee Ballot Board

ACTION TO BE CONSIDERED:

Motion to adopt Resolution No. 2016-103, Appointment of Election Judges and Absentee Ballot Board for the State Primary Election to be held on August 9, 2016 and the State General Election to be held on November 8, 2016.

OVERVIEW:

Section 204B.21, Subd. 2 of the Minnesota Election Laws requires that Election Judges shall be appointed by the governing body of the municipality. The dates for the upcoming elections are:

State Primary Election:	August 9, 2016
State General Election:	November 8, 2016

The attached list of names includes Election Judges who have worked over the past several years, as well as new Election Judges. All Election Judges will be required to attend a two-hour training as mandated by State Law. The Election Judges that are appointed by the City continue to provide the most efficiently run election in Dakota County. They are very committed and dedicated to their work as Election Judges.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-103

**RESOLUTION APPOINTING ELECTION JUDGES
AND ABSENTEE BALLOT BOARD FOR THE
2016 STATE PRIMARY AND GENERAL ELECTIONS**

WHEREAS, pursuant to Section 204B.21 of the Minnesota Election Laws, Election Judges shall be appointed by the governing body of the municipality; and

WHEREAS, the appointments shall be made at least 25 days before the Election at which the Election Judges will serve; and

WHEREAS, Election Judges shall receive at least the prevailing Minnesota minimum wage for each hour spent carrying out duties at the polling place and in attending training sessions; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that the individuals listed on the attached Exhibit A are appointed to serve as Election Judges and Absentee Ballot Board for the State Primary Election to be held on August 9, 2016 and the State General Election to be held on November 8, 2016 at the hourly rate of \$9.50 for Election Judges and \$10.50 for Head Election Judges.

BE IT FURTHER RESOLVED, that the City Clerk is authorized to appoint additional Election Judges as needed for the conduct of this Election.

Adopted this 6th day of June, 2016.

City Clerk

2016 PRIMARY ELECTION
Election Judges and Absentee Ballot Board

Precinct 1 St. John Vianney Church – 789 17th Avenue North	
LouAnn Goosens, Chair	2100 Wentworth Avenue
Marjorie Blackbird	2818 87 th Street East, Inver Grove Heights
Ruth Cherrier	732 10 th Avenue North
Ernest Fogle	140 16 th Avenue North
Doug Krech	1958 Conver Avenue
Diana Lucca	957 Summit Avenue
Nancy Lundquist	303 8 th Avenue South
Kathy H. Petrie	432 13 th Avenue North
Diane Topness	620 Cresthaven Drive
Barbara Wright	1579 Willis Avenue

Precinct 2 First Presbyterian Church – 535 20th Avenue North	
Dean Brand, Chair	711 Stewart Lane
Ernesto Bernal	239 8 th Avenue South
Laura Evans	946 15 th Avenue North
William Filler	540 14 th Avenue North
Marlisse Klimas	337 15 th Avenue North, #317
Howard Skarstad	838 8 th Avenue South
Joanne Smith	122 9 th Avenue North
Judy Wonick	845 21 st Avenue North

Precinct 3 Luther Memorial Church- 315 15th Avenue North	
Thomas Polzin, Chair	228 10 th Avenue South
Robert Boos	145 23 rd Avenue South
Raymond Brock	1056 6 th Avenue South
Marie Fetter	300 Grand Avenue, #406
Pearl Hallett	615 16 th Avenue North
Barb Klingberg	273 Wentworth Avenue East, West St. Paul
Stanley Krueger	1315 Kassan Drive
Bradley Lagoon	1521 Southview Boulevard
Jane Richards	1711 Hawley Avenue
Thomas Willenbring	328 1 st Avenue South

Precinct 4 Dakota County Museum – 130 3rd Avenue North	
Doris Bringgold, Chair	414 8 th Avenue South
Virginia Lanegran, Co Chair	100 4 th Avenue North #301
Faye Baumann	716 7 th Avenue South
Suzanne Bernal	239 8 th Avenue South
Wendy Felton	120 6 th Avenue South
Mark Haakinson	623 Concord Place
Shirley Munz	247 4 th Avenue South
Mark Stoltenow	227 MacArthur Street West

Precinct 5 – Ward 3 Kaposia Education Center – 1225 1st Avenue South	
Rich Rakness, Chair	222 Dale Street East
Joann Larson, Co-Chair	113 Frost Street West
LeRoy Blackbird	2818 87 th Street East, Inver Grove Heights
Judith Falk	137 Poplar Street East
David Hallett	615 16 th Avenue North
Carol Kinney	601 5 th Avenue South
Robert Lundquist	303 8 th Avenue South
Karen Mason	112 9 th Street East
Kathie Roberts (General Election Only)	202 Myrtle Place
Marylee Schowalter	143 Frost Street East

Absentee Ballot Board and Trained Election Staff

Christy Wilcox, City Clerk
 Shirley Johnson, Deputy City Clerk
 Kim Woog
 Linda Nelson
 Deb Krier
 Shelly Anderson
 Sandy Haima



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Planning

ADMINISTRATOR: SPK

9-A

AGENDA ITEM: First Reading – Minimum Building Size in the Industrial Zoning District

ACTION TO BE CONSIDERED:

Offer for its First Reading an ordinance that would amend the minimum building size regulations for the Industrial zoning district. Open a public hearing for the proposed ordinance change.

OVERVIEW:

The current regulations for the Industrial district simply state a minimum building size of 5,000 square feet regardless of the size of the parcel. This could result in very small buildings even on lots of several acres which is inconsistent with good business park land use and would also be inconsistent with the Comprehensive Plan. Furthermore almost all of the development that has occurred in the Industrial area has been for buildings that are at least 3-4 times the minimum size.

Guiding and zoning properties in the Industrial area to achieve more building coverage and better building quality complies with goals stated in the Comprehensive Plan to set standards for better development quality in that area and also to develop a more robust tax base for the entire city. The proposed ordinance amendment would help the city to achieve those goals by replacing the static minimum size with a percentage based figure called the Floor Area Ratio or FAR. The FAR differs from having a simple minimum lot coverage percentage in that the FAR is looking for the total floor area of the building rather than just a percentage of ground covered so multi-storied buildings can achieve the same floor area with less ground coverage. The builder/developer would still have the option to build a 1-story building and cover more of the lot but they would also have the flexibility to build additional stories to achieve the same effect as having the minimum lot coverage. The proposed ordinance has a minimum FAR of 0.2. The ordinance amendment does not currently include a maximum FAR as the maximum lot coverage by building of 40% of the site wasn't thought to have been an issue. However it might be good to have both numbers as FAR's for consistency (i.e. maximum FAR of 0.4).

As an example on a 100,000 square foot parcel (approximately 2.3 acres) the builder/developer would be able meet the minimum FAR requirement by building a single story building at 20,000 square feet – covering 20% of the site, or another way to achieve that would be by constructing a 2-story building at 10,000 square feet per floor.

UPDATE:

The ordinance was originally introduced for a first reading on June 15, 2015 but a second reading was not held. Due to the amount of time since that original first reading staff has published notice for a new public hearing. The Council may want to open the public hearing and continue the public hearing to a subsequent City Council meeting. The second reading would tentatively scheduled for the July 5th City Council meeting.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their June 3, 2015 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the proposed amendment to the minimum building size for the Industrial zoning district (6-0).

STAFF RECOMMENDATION:

The staff recommendation is to offer the ordinance for its first reading and open the public hearing.

60-DAY REVIEW DEADLINE: N/A

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 118 OF THE
SOUTH ST. PAUL CITY CODE RELATING TO MINIMUM BUILDING SIZES IN THE
INDUSTRIAL DISTRICT**

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 118 Article II Section 118-8 regarding definitions and Article IV Section 118-129 Subsection (f) regarding minimum principal building sizes is hereby amended as follows:

Sec. 118-8. Lots, Distances, and Definitions.

(c) *Definitions.* For the purposes of this chapter, certain words and phrases are defined as follows:

Floor Area Ratio

Floor area ratio (FAR) is the ratio of the floor area, excluding the areas described below, of all principal and accessory buildings on a site to the site area. To calculate FAR, floor area is divided by site area, and typically expressed as a decimal. For example, if the floor area of all buildings on a site totals 20,000 square feet, and the site area is 10,000 square feet, the FAR is expressed as 2.0.

A. Excluded from Floor Area in Calculating FAR.

1. **Basements.** Usable basements and cellars below finished grade.
2. **Parking.** Parking areas located entirely below finished grade or entirely beneath the finished floor of habitable space where the vertical distance between the finished floor of habitable space and finished.

Sec. 118-129. I, Industrial District.

(f) *Lot area, yard and building height.* Within the I district, the following requirements shall be met:

- (1) No structure shall be more than 50 feet in height except by conditional use permit.
- (2) Minimum building setbacks measured from the property line or right-of-way line shall be as follows:

Front yard (any street frontage).	30 feet
Side yard	20 feet
Rear yard	20 feet
Side or rear facing RR siding	0 feet

(3) Minimum lot size shall be one acre.

(4) ~~The Minimum principal building square footage shall be 5,000 square feet~~ floor area ratio shall be 0.2

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

An ordinance eliminating the language for minimum principal building square footage in the Industrial zoning district and replacing it with a minimum floor area ratio and adding a definition into the code for floor area ratio.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in force upon its adoption and publication.

Approved: _____

Published: _____

Adopted this _____ day of _____, 2016.

Planning Commission Meeting Date: Wednesday, June 3, 2015	 City of South St. Paul Planning Commission Report	PC Agenda Item: 3.C
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Project Name:	Minimum Building Size Amendment - Industrial Zone
Request:	Consider an ordinance amending signage regulations including allowing some new sign types and expanding aggregate signage area
Proceeding:	<ul style="list-style-type: none"> ▪ Public Hearing ▪ Planning Commission Resolution (Recommendation to City Council)
City Council Meeting Date(s):	City Council – 1 st Reading – June 15, 2015 (tentative) City Council – 2 nd Reading – July 6, 2015 (tentative)
Exhibits:	A. PC Resolution 2015-04 – Minimum Building Size Amendment B. Proposed amendments to the sign requirements.

Request

Review the attached draft ordinance regarding minimum building size for the Industrial zoning district. Conduct the public hearing for the draft ordinance and provide a recommendation to the City Council. Staff has prepared Planning Commission Resolution 2015-04 which would recommend that the City Council adopt the proposed ordinance.

What Would the Proposed Ordinance Do?

The proposed amendment would:

- Introduce a definition for Floor Area Ratio
- Eliminate the current standard of a 5,000 square foot minimum building size
- Replace the minimum building size language with a minimum floor area ratio of 0.20

Why Should the City Take This Action?

The existing regulations only require a 5,000 square foot building regardless of parcel size. The resulting lot coverage on a 1 acre lot is about 11.5% of the lot covered by building whereas the same standard would only require a lot coverage of 2.9% on a 4 acre lot. The intent of the minimum building size was to ensure that properties are being sufficiently used. Typically new buildings in the Industrial district have been built to a size that would meet the new standard. The change would reinforce investment in building on the properties in the Industrial district.

Process / Timeline

Process – The Planning Commission will hold the public hearing, make a recommendation, and the ordinance amendment would be forwarded to the City Council to be considered at two readings of the ordinance.

Timeline - The first reading for this item would be at the June 15th City Council meeting and the 2nd reading, would be scheduled for the July 6th City Council meeting. If approved by the Council the ordinance would be in effect from the date of adoption.

Staff Recommendation

Open the public hearing and discuss the proposed ordinance. Staff recommends approval of PC Resolution No. 2015-04 which would recommend approval of the ordinance amending the sign regulations.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

City of South St. Paul
Dakota County, Minnesota

**PLANNING COMMISSION
RESOLUTION NUMBER 2015-04**

**RECOMMENDING APPROVAL OF AN AMENDMENT TO SECTIONS
118-8 AND 118-129 OF THE CITY CODE REGARDING FLOOR AREA
RATIOS FOR THE INDUSTRIAL ZONING DISTRICT**

WHEREAS, the City Code establishes certain standards for development in the City of South St. Paul, including standards for setbacks and minimum and maximum building sizes; and

WHEREAS, the current minimum building size standard is not indexed to tie to the lot size meaning both small and large properties would be able to build the same minimum sized building; and

WHEREAS, the proposed code amendments would delete the current minimum square footage requirement and would replace them with a minimum floor area ratio which is based on a percentage of the lot size; and

WHEREAS, the Planning Commission held a public hearing on the proposed resolution at their June 3, 2015 meeting; and

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

1. Approval of An Amendment to Section 118-8 and 118-129 of the City Code, regarding floor area ratios for the Industrial zoning district.

Adopted this 3rd day of June, 2015.

Chair

ATTEST:

City Planner



CITY COUNCIL AGENDA REPORT

DATE: June 6, 2016

DEPARTMENT: City Clerk

ADMINISTRATOR:

SPK

10 -A

AGENDA ITEM: Special Event License Requests by The Garden Bar

ACTION TO BE CONSIDERED:

Pass a motion to approve two Special Event Licenses for The Garden Bar located at 925 North Concord Street on the following dates subject to the speakers to be directed to the east:

1. June 25, 2016, from 6:00 p.m. to 12:00 midnight
2. July 9, 2016, from 4:00 p.m. to 12:00 midnight

OVERVIEW:

The City Council adopted an ordinance establishing Special Event Licenses to allow liquor establishments to have outdoor music events. The Garden Bar is requesting two Special Event Licenses to allow them to have entertainment outdoors. The first event to be held on Saturday, June 25th as part of the Kaposia Days Celebration from 6:00 p.m. to 12:00 midnight and the second event on July 9th for a benefit from 4:00 p.m. to 12:00 midnight. The properties nearest to this event have been notified.

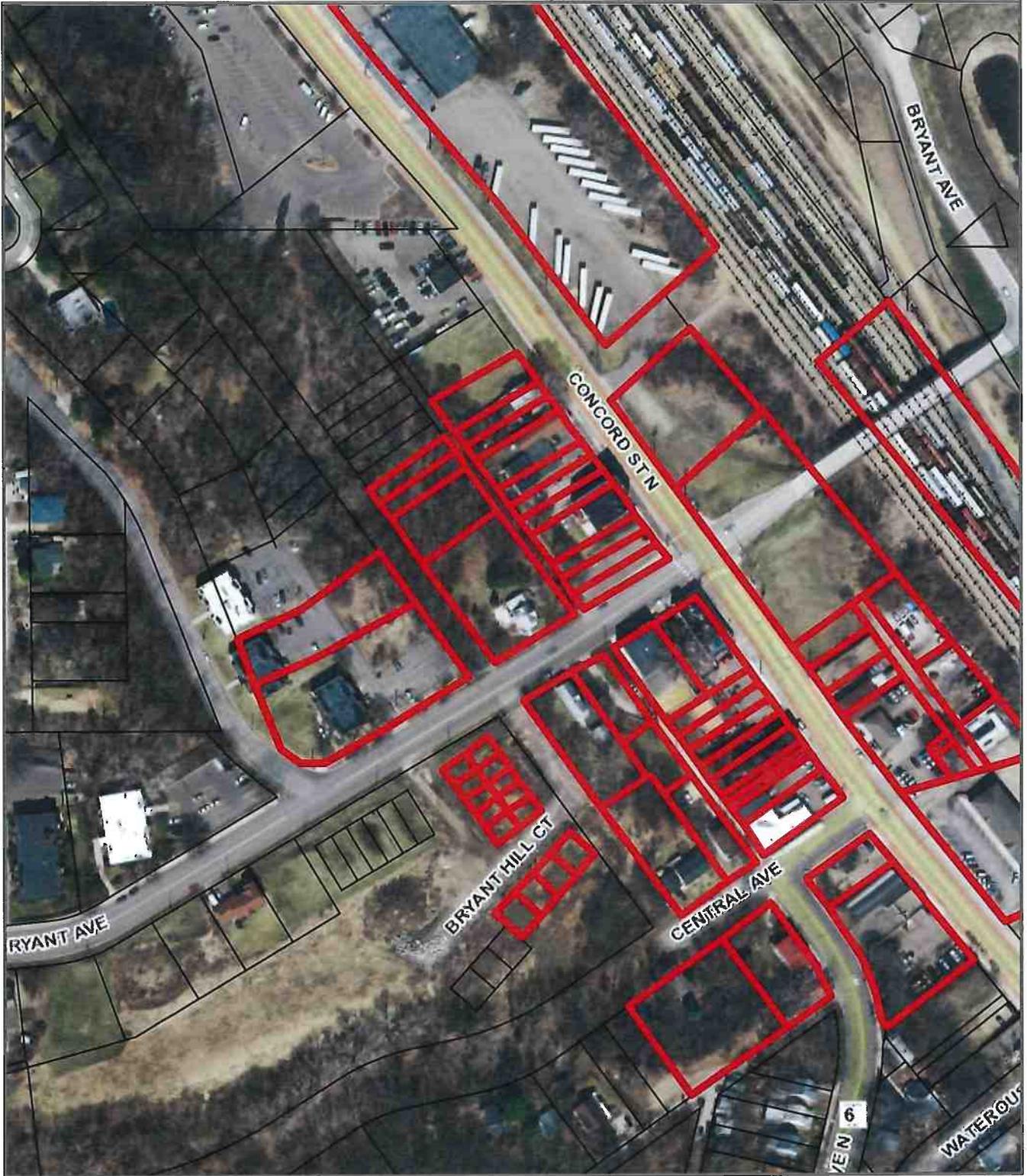
The Police Department has approved the security plan as submitted by the applicant.

SOURCE OF FUNDS:

N/A

400 ft.

Dakota County, MN



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.

Map Scale
1 inch = 200 feet
5/12/2016

ALLEY

Bryans Bar

KARISIA DAVID

MAY 25th 2016

AB

909 CONCORD ST. N.

PROPERTY LINE

GARAGE

Garbage Enclosure
2-10' Gates

STORAGE

20 X 40

OBSERVATION DECK

Proposed Boot Hockey/Volleyball
Court 70'X41'

10 Parking
Spaces

2 Parking
Spaces

925 CONCORD ST. N.

To be removed

Existing Retaining Wall

LEGEND

- EXISTING
- PROPOSED 10' FENCE (6' WHERE NOTED)
- PROPOSED RET WALL W/6' FENCE
- PROPOSED 20' FENCE (8' CHAINLINK, 12 MESH)
- GAUARD POST (NOT TO SCALE)
- LIGHT POLE (NOT TO SCALE)
- EMERGENCY EXIT
- SCALE 1"=20'

Tennis

Security

Garage

Recycling

idk

IDK

B.Y.

JUL 12 2010

RECEIVED

ALLEY
 Driggs Bar
 JULY 2010
 OUTDOOR SWIM

48

PROPERTY LINE

909 CONCORD ST. N.

GARAGE

6' Fence
 75'4"

Proposed Ret Wall

70'

Proposed Boot Hockey/Volleyball
 Court 70'x41'

Garbage
 Enclosure
 2-10' Gates

STORAGE

20 X 40

OBSERVATION DECK

Band Heats

10 Parking
 Spaces

Spaces

Scary

2 Parking
 Spaces

Hydro

Proposed Ret Wall
 Ex. Ret. Wall

Existing Retaining Wall

10' Gate

18'

Recycling

18'

To be removed

925 CONCORD ST. N.

LEGEND

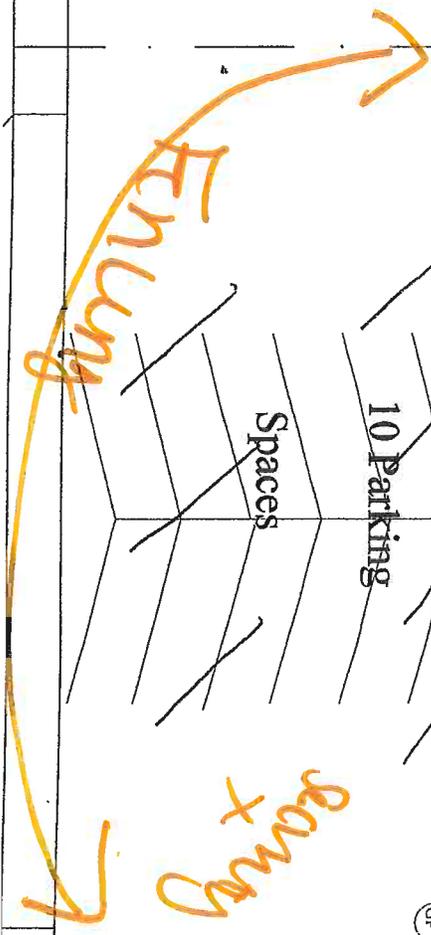
- EXISTING
- PROPOSED 10' FENCE (6' WHERE NOTED)
- PROPOSED RET WALL W/6 FENCE
- PROPOSED 20' FENCE (8' CHAINLINK, 12 MESH)
- GAURD POST (NOT TO SCALE)
- LIGHT POLE (NOT TO SCALE)
- GP GROUND POST
- LP LIGHT POLE
- EE EMERGENCY EXIT

SCALE 1"=20'

B.Y.

JUL 12 2010

RECEIVED





City Council Agenda

Date: June 6, 2016
Department: Human Resources
Administrator: SPK

10-B

Agenda Item: Accept Letter of Retirement – City Engineer/Special Projects Manager

Action to be considered:

Motion to accept letter of retirement from John Sachi, City Engineer/Special Projects Manager with the City of South St. Paul. Mr. Sachi's last day of employment with the City is July 29, 2016.

Overview:

John Sachi, City Engineer/Special Projects Manager, announced his plan to retire from the City of South St. Paul effective July 29, 2016. John Sachi began employment with the City on October 28, 1991, and after 25 years of service has decided it is time to enjoy retirement.

John provided the City with many years of great service. His wealth of knowledge of the community is invaluable and over the years he has shared his expertise and knowledge with City Council, co-workers, contractors and residents. He has been a great asset to the City and will be missed. A copy of John's retirement letter is attached.

Source of Funds:

N/A

John Sachi
3549 Hilltop Street
White Bear Lake, Minnesota 55110

May 17, 2016

Stephen King
City Administrator
City of South St. Paul
125 3rd Ave North
South St. Paul, MN 55075

RE: Retirement

Mr. Stephen King:

After almost 25 years of employment with the City of South St. Paul, it is now time to officially submit my resignation and retirement from the City of South St. Paul effective July 29, 2016. To say I have been lucky to call this City my home away from home for 25 years would be a great injustice. This City and its wonderful employees have taught me to be a better engineer and a better person. The relationships I have developed over the years with the citizens and employees of South St. Paul will be with me for the rest of my life.

I want to thank you, the City Councils and Mayors of today and in the past, the citizens of South St. Paul and mostly all of my fellow employees for allowing me to be your City Engineer over these last 25 years. What I will take away far exceeds anything I have given.

Sincerely,

A handwritten signature in black ink, appearing to read "John Sachi", written in a cursive style.

John Sachi
City Engineer
Public Servant



City Council Report

Date: June 6, 2016
Department: Administration
Administrator: SPK

10-C

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

Action to be considered:

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

Overview:

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

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

Source of Funds:

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

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

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

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

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

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

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

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

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

Section 1. Duties.

- A. As of the date that the City Council adopts this Agreement, the City hereby agrees to continue to employ King as City Administrator pursuant to this Agreement. King hereby agrees to perform the functions and duties of City Administrator as specified in Minnesota State Statutes, City Charter Section 3.16, City Code Section 300.01, as may be amended, and the Code of Ethics of the International and Minnesota City/County Management Associations. The parties also agree that King may perform such other legally permissible and proper functions and duties that are consistent extensions of this

Agreement and King's job description. The City Council also reserves the right to materially change the position of City Administrator by adding new or deleting existing substantial functions and duties by written Resolution, but King reserves the right to treat such a unilateral modification as a termination within the meaning of Section 3(A), if the modification is more than a consistent extension of this Agreement and King's job description.

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

Section 2. Term.

- A. The indefinite term of this Agreement shall begin on as of the date of its adoption by the City Council and shall continue until terminated by either the City Council or through King’s resignation or retirement.
- B. King’s employment is for an indefinite term to be served at the pleasure of the City Council. King shall be deemed an “at will” employee. The parties agree that the City Council at any time, at its sole discretion and by majority vote has the right, with or without just cause, to terminate the services of King, subject only to payment under Section 3 hereof. The parties also agree that the City Council, on the same bases, may instead choose to issue a verbal or written warning as a precursor to termination. Prior to a vote on termination, the City Council shall afford King the opportunity for a public hearing before the City Council, if he so requests.
- C. The parties agree that King has the right, at any time, to terminate this Agreement and voluntarily resign or retire from the position of City Administrator. If King terminates this Agreement, he must give the City thirty (30) days of advanced written notice, including the last date of employment with the City, unless otherwise agreed by the parties. After giving notice of termination, King shall not use more than forty (40) hours of vacation leave during the final thirty (30) days of employment, unless otherwise agreed by the parties.

Section 3. Termination and Severance Pay.

- A. Except as provided in Section 3 (B), (C), (D), (E) and (F), in the event the services of King are terminated by the City Council, the City shall pay King within 14 days after his last date of employment, as follows:
- His base salary, including all medical, dental, and disability insurance benefits applicable as of the date of termination for six (6) months, to be paid by a lump sum cash payment (“Severance Pay”);
 - Any accrued but unused vacation leave payments (“Vacation Leave Payments”) to be paid by a lump sum cash payment;
 - Any accrued but unused sick leave payments (“Sick Leave Payments”) shall be deposited into the limited Health Reimbursement Account (“King Limited HRA”) established by the City for King pursuant to Section 15(B) of this Agreement. However, if at the time

of termination, there is any balance remaining in the King Limited HRA and King is not allowed by applicable law to continue the King Limited HRA after termination, then the remaining monies in the King Limited HRA at termination shall be paid out to King in a lump sum cash payment. The City shall reimburse King for any tax consequences relating to the lump sum cash payment from the King Limited HRA. If the King Limited HRA is no longer in existence or has a zero balance at the time of King's termination, then the Sick Leave Payments shall be deposited into the King Health Care Savings Account ("King HSA") established by the City for King pursuant to Section 15(C) of this Agreement, up to the maximum amount allowed by law.

- All vacation and sick leave accruals shall be calculated as of his last date of employment.

In the event the City Council at any time during the term of this Agreement reduces the salary or other financial benefits of King in a greater percentage than an applicable across-the-board reduction for all City department heads, or in the event the City refuses to comply with any provision benefiting King hereunder or the City unilaterally modifies King's functions and duties as described in Section 1(A) or the City Council by majority vote asks King to resign, then within 30 days of such event, King shall exercise his option to be deemed "terminated" as of the date of the event for the purposes of this Section and this Agreement and shall be entitled to the Severance Pay, Vacation Leave Payments and Sick Leave Payments as stated above.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. Salary.

- A. For 2015, King's annual base salary was \$136,910.
- B. For 2016, King's annual base salary shall be \$136,910, and he shall be awarded a salary adjustment of 3.25% and a Cost of Living ("COLA") adjustment of 2.25%, all of which totals \$144,540 and shall be retroactive to January 1, 2016.
- C. Following a satisfactory performance evaluation in October 2016 pursuant to Section 5, for 2017, King's annual base salary shall be \$144,540, and he shall be awarded a salary adjustment of 2.25% and a COLA adjustment of 2.50%, all of which totals \$151,480 and which shall commence on January 1, 2017.
- D. Following a satisfactory performance evaluation in October 2017 pursuant to Section 5, for 2018, King's annual base salary shall be \$151,480, and he shall be awarded a salary adjustment of 2.25% and a COLA adjustment of 2.00% (unless a higher COLA salary adjustment is approved for the members of the Supervisory Association), all of which totals \$158,000 and which shall commence on January 1, 2018.
- E. For the year 2019 thereafter, King shall be entitled to an additional annual COLA salary adjustment in the same amount approved for the members of the Supervisory Association.

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

Section 5. Performance Evaluation.

The City Council shall review and evaluate King's performance and compensation in regular performance evaluations, which shall occur at least once each calendar year during the month of October. The City Council may also evaluate his performance as frequently and at such times as are deemed advisable by the Council. If King's annual performance evaluation is not completed during the month of October, then the salary and COLA adjustments described in Sections 4(C), (D), and (E) shall be automatically implemented on January 1 of the applicable year.

Section 6. Performance Pay Option.

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

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

Section 7. Service Recognition Award.

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

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

Section 8. Dues and Subscriptions.

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

Section 9. Seminars and Conferences.

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

Section 10. Civic Club Membership.

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

Section 11. General Expenses.

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

Section 12. Automobile Allowance.

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

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

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

Section 13. Holiday and Vacation Leave.

- A. King is entitled to and shall be credited with the same number of holidays as members of the Supervisory Association.
- B. King shall be entitled to two hundred (200) hours of vacation leave per year,

Vacation leave shall accrue on an hourly basis and be credited on each payroll installment, as earned. The hourly basis shall be determined in the same manner applied to all other City employees.

- C. Use of vacation leave shall be accompanied by reasonable advance notice to the Mayor or designee. Vacation leave shall only be denied on the basis of specifically articulated workload considerations, the personnel needs of the City, or other similar exercise of the management responsibilities of the Mayor and City Council.
- D. On the last day of each calendar year the City shall pay King, at the compensation rate existing on the last day of the calendar year, for any credited, but unused vacation leave that exceeds two hundred (200) hours. In addition to the City's annual calculation and payoff of excess unused vacation leave, King may elect to carry forward any allowable remaining year-end vacation leave balances into the new year or may elect to have all or some part of it paid out at the compensation rate existing on the last day of the calendar year. King must make this election, in writing, before the start of a new calendar year.

Section 14. Sick Leave.

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

Section 15. Retirement Benefits.

- A. It is expressly understood that King has elected to not be covered by Minnesota Public Employees Retirement Association (PERA) pursuant to his right to make such election under Minn. Stat. §353.028. In lieu thereof, the City agrees to contribute the same amount of King's annual base salary as the City would contribute to PERA, to those funds or accounts as directed by King that qualify as deferred compensation funds or accounts in accordance with all state and federal laws, as the same may be amended. This amount may be adjusted upon the mutual agreement of King and City Council.
- B. The City has established the King Limited HRA on behalf of King and each year will pay an amount equal to 1% of King's annual base salary to the King Limited HRA. The payments to the King Limited HRA shall be made payable in installments consistent with the City's payroll schedule and shall be revised if King's annual base salary is modified by operation of Section 4 of this Agreement.

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

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

Section 16. Health, Life, Disability Insurance Benefits.

- A. King may elect such health, dental, and other related insurance benefits as the City may provide. The City's contribution toward the cost of the coverage of King and his family shall be in the same amount as provided by the City to members of the Supervisory Association; that part of such cost not contributed by the City shall be the obligation of King.

- B. The City, at its cost, shall provide term life insurance in the amount of \$60,000 on the life of King during the term of this Agreement. King shall have the right to designate the beneficiaries of the insurance.
- C. King shall be entitled to such long-term disability benefit as the City may provide for members of the Supervisory Association. The benefit shall be annually reviewed and adjusted to always fully cover King's annual base salary.
- D. If King is injured or contracts illness during the performance of duties for the City and is thereby rendered unable to work for the City, he will be paid the difference between his regular pay rate and Worker's Compensation Insurance payments for a period not to exceed ninety (90) calendar days per injury or illness, and there shall be no charge to King's vacation, sick leave or other accumulated benefits, subject to the terms and conditions specified for members of the Supervisory Association for "injury on duty" circumstances.

Section 17. Indemnification.

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

Section 18. Amendment and Review.

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

Section 19. General Provisions.

- A. Acknowledgement of Reasonableness. The parties agree that the provisions in this Agreement are fair and reasonable.
- B. Entire Agreement. The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.
- C. Waiver. The waiver of any breach of term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.

- D. Headings. The captions contained herein are not part of this Agreement. They are included only for the convenience of the parties and shall not affect the construction or interpretation of any of its provisions.
- E. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Dakota County, Minnesota.
- F. Effective Date. This Agreement shall become effective as of its date of adoption by the City Council.
- G. Severability. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.
- H. Nonassignability. This Agreement may not be assigned by any of the parties.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument

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

Adopted this _____ day of _____, 2016.

STEPHEN P. KING

CITY OF SOUTH ST. PAUL

Stephen P. King

By: _____
Beth A. Baumann, Mayor

By: _____
Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2015

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: SPD

10-D

AGENDA ITEM: Fence Variance – 615 Concord St. N.

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-104 approving the Variance.

OVERVIEW:

The City has received an application for a fence around the side and back yard of a property located between Concord Place and Concord Street North. The property has very steep slopes and is located in the Mississippi River Corridor (also called MNRRA) overlay area which applies standards to ensure the preservation of the steep slopes and natural amenities along the Mississippi River. The single family attached home on the site was built in 1997 and the proposed fence would not extend beyond the existing manicured portion of the yard so it would not impact the treeline. Additionally, the applicant is proposing to use decorative metal fencing on the west and east sides of the fence which should not impact views of the bluff. There is only one section of opaque fence and that is along the south property line to provide some privacy between the applicant's property and the adjacent neighbors home.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their June 1, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the Variance to allow for the construction of a fence within the structure setback from the bluffline for the property at 615 Concord Street North, subject to conditions of approval noted in the staff report to the Planning Commission (7-0).

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed 40-foot structure setback Variance to allow a fence in the existing yard of the property at 615 Concord Street North, subject to the conditions of approval as noted in Resolution No. 2016-104.

60-DAY REVIEW DEADLINE: July 3, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-104

**A RESOLUTION APPROVING A VARIANCE FOR A FENCE
WITHIN THE STRUCTURE SETBACK FROM THE BLUFFLINE AT
615 CONCORD STREET NORTH**

WHEREAS, the City received an application from John Askelson for a Variance to allow a 6-foot high fence/privacy fence where a 40-foot structure setback is required for the property at 615 Concord Street North and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their June 1, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the Variance with certain conditions of approval (7-0) at their June 1, 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 Variance 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 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. Variance. The proposed Variance to allow a 6-foot high fence/privacy fence where a 40-foot structure setback is required is hereby approved subject to the following conditions:

- A) Compliance with Plan Submittals. The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:
- i) Application/Narrative (John Askelson) dated 05/03/2016
 - ii) Site Plans/photos (John Askelson) dated 05/03/2016
- 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.
- C) Necessary Approvals from Other Agencies. The applicant shall obtain all necessary approvals/permits from the State of Minnesota, Dakota County and any other applicable regulatory agencies.
- D) Compliance with Laws and Approvals. The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- E) 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 June, 2016.

City Clerk

Resolution No. 2016-104
June 6, 2016
Page 3 of 3

Exhibit A

Part of Lot 42, Blk. 1 lying S of N 7.65 ft. & all of Lot 43, Blk. 1 subject to CIC #255
Townhomes of Concord Place (Unit 6).

Planning Commission Meeting Date: Wednesday, June 1, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.A
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Project Name:	Askelson Fence Variance	
Site Address:	615 Concord St. N.	PID: 36-24750-01-431
Applicant:	John Askelson	
Request:	Consider the request for a variance to allow a 6-foot high fence / privacy fence where a 40-foot structure setback is required.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	June 6, 2016	
Deadline:	July 3, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map, aerials, storm sewer easement 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	Low Density Residential	R-2: Single and Two Family Residential	Low Density Residential
South	Low Density Residential	R-2: Single and Two Family Residential	Low Density Residential
East	Concord St. ROW	ROW	ROW
West	Low Density Residential	R-2: Single and Two Family Residential	Low Density Residential

Subject Property Site Data	
Future Land Use Plan	Low Density Residential
Existing Land Use	Single Family Attached Home
Zoning	R-2: Single and Two Family Residential
Property Size	.09 acres (3,920 square feet)
Topography	Steep slope (downward from west to east)

BACKGROUND

The City has received an application for a fence around the side and back yard of a property located between Concord Place and Concord Street North. The property has very steep slopes and is located in the Mississippi River Corridor (also called MNRRA) overlay area which applies standards to ensure the preservation of the steep slopes and natural amenities along the Mississippi River. The single family attached home on the site was built in 1997 and the proposed fence would not extend beyond the existing manicured portion of the yard so it would not impact the treeline. Additionally, the applicant is proposing to use decorative metal fencing on the west and east sides of the fence which should not impact views of the bluff. There is only one section of opaque fence and that is along the south property line to provide some privacy between the applicant's property and the adjacent neighbors home.

ZONING SUMMARY:

Bulk Requirements	Required	Proposed (existing)
Setbacks:		
Bluff to Structure	40 ft.	0 ft. (but would not extend beyond existing yard area)
Landscape Standards:		
Landscape lot area	(R-2) 25%	85%
Other Critical Zoning Items		
Floodplain		No
Shoreland		No
MNRRA		Yes
Utility easements		No

EVALUATION OF THE REQUEST

A. VARIANCE

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

1. Land Use/Setbacks

The R-2 District allows for fences as an accessory use. However, the property is also located in the Mississippi River Corridor (also called MNRRA) zoning area and is therefore subject to additional zoning standards designed to protect and preserve the steep slopes, tree cover, and character of the bluffs in these areas that lead down to the Mississippi River. The Mississippi River Corridor zoning includes a structure setback of 40-feet from the area where a slope is greater than 12 percent. The area where the house sits and the fence is proposed would therefore require a 40-foot structure setback and would need

a variance from the MNRRA standards. As a property in the Mississippi River Corridor (MNRRA) the proposed variance is also subject to review and comment from the Minnesota Department of Natural Resources.

2. Correspondence from Neighboring Property Owners

Staff did not receive any correspondence from neighboring property owners.

3. Variance Findings

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

- a. *The variance is in harmony with the general purpose and intent of the ordinance*
- b. *The terms of the variance are consistent with the Comprehensive Plan, and*
- c. *The applicant for the variance establishes that there are practical difficulties in complying with the ordinance. (Economic considerations alone do not constitute practical difficulties). Practical difficulties as used in connection with the granting of a variance means that:*
 - i. *The property owner proposes to utilize the property in a reasonable manner.*
 - ii. *The plight of the property owner is due to circumstances unique to the property that were not created by the property owner, and*
 - iii. *The variance will not alter the essential character of the neighborhood.*

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.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Variance findings (see p.3-4 of this report), then staff would recommend the following conditions for a *recommendation* for approval:
- Approval of the **Variance** to allow for the construction of fence within the structure setback from the bluffline for the property at 615 Concord Street North, 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 (John Askelson)** **dated 05/03/2016**
- b) **Site Plans/photos (John Askelson)** **dated 05/03/2016**

- 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.
- 3) **Necessary Approvals from Other Agencies.** The applicant shall obtain all necessary approvals/permits from the State of Minnesota, Dakota County and any other applicable regulatory agencies.
- 4) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 5) **Termination of the Variance.** The variance will terminate if improvements have not substantially begun within 1-year from the date of approval of the variance. The violation of any condition of approval for the variance shall terminate the variance. The property must be continually operated for use specified in the Variance to remain valid. If the property is not used for the use listed in this Variance for a period of 1-year then the Variance shall terminate.

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

- Denial of the **Variance** for a 40-foot structure setback variance to allow a fence, for the following reasons:

1) _____

STAFF RECOMMENDATION

Staff recommends **approval** of the 40-foot structure setback variance to allow a fence in the existing yard area of the property at 615 Concord Street North, subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

Narrative indicating how construction of fence at 615 N Concord St is consistent with standards for granting a variance.

I propose a fence on my property to form a small enclosed area to improve the quality of my home and to give my dog an off leash safe space to be outside.

I have included in my application a plan and pictures of the site. The site is divided by a retaining wall between a naturally wooded area of steep grade going down to Concord Street and a terraced area which comprises my outdoor living area going up to Concord Place. I maintain this living area, keep it clear of overgrowth and garden in it. The lower landing in this area that is close to my house structure, decks and next to the retaining wall is where I wish to enclose with a fence. The steeper, wooded area is below this retaining wall and is the land that is closest to the river. The wooded growth on the hillside shields the would be fenced in area from view from the river valley.

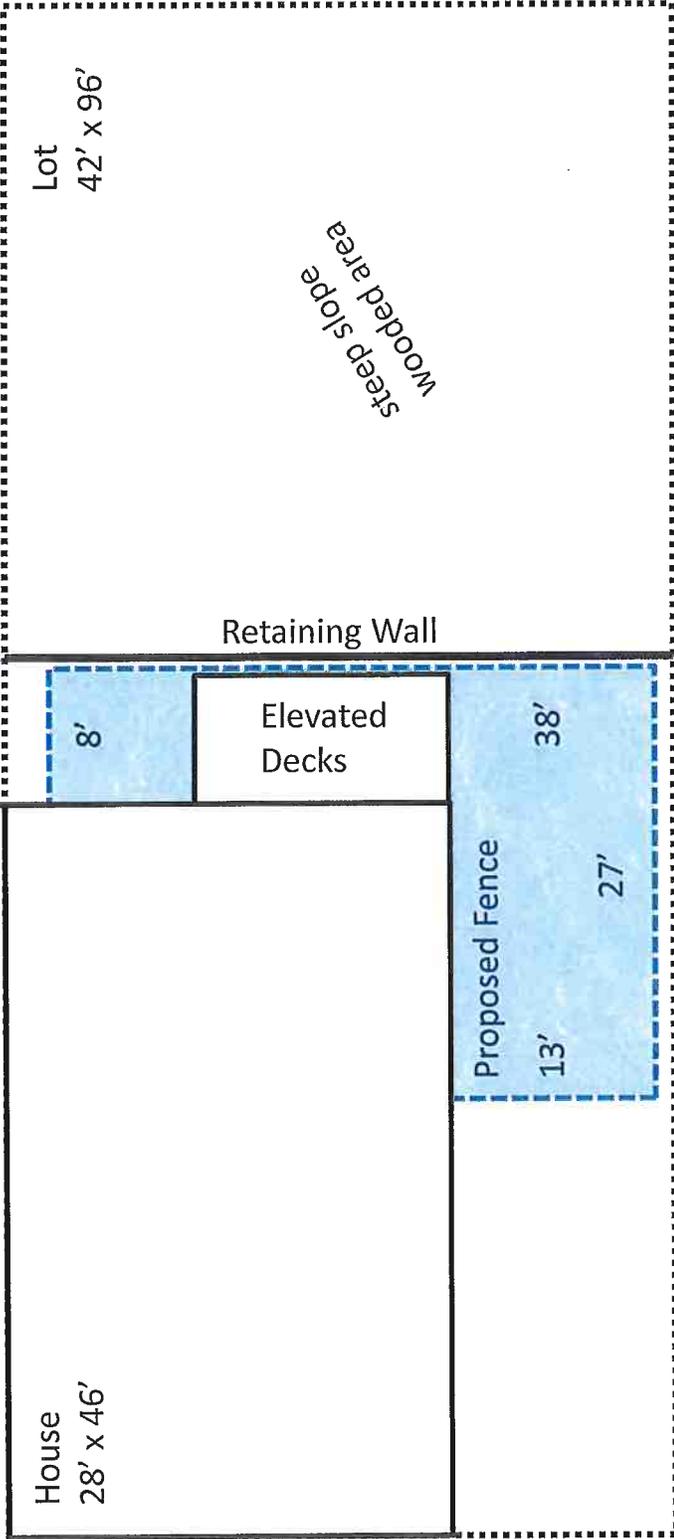
Placing a fence in my groomed outdoor living space, I believe, is a reasonable request which will improve the quality of the property. The situation of the fence, above the retaining wall and behind the wooded area, is in keeping with the nature of the setting and in harmony with the general purpose and intent of the ordinance. This variance will enhance my property and will not alter the essential character of the neighborhood.

John Askelson
May 3, 2016

C2

615 Concord Street N, South St Paul, MN 55075
(House faces Concord Place)

Concord Street



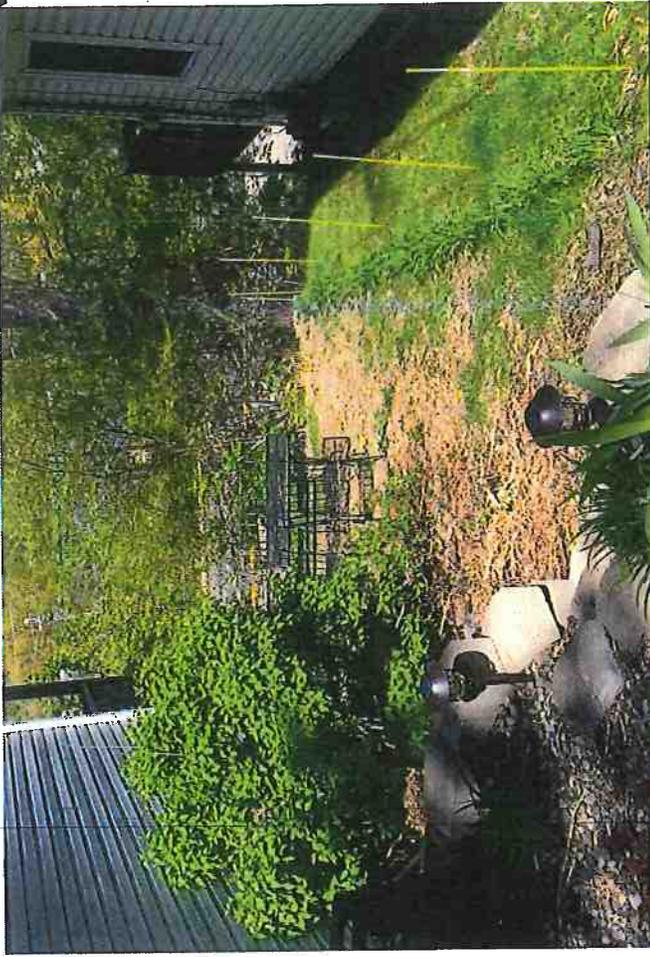
Concord Place



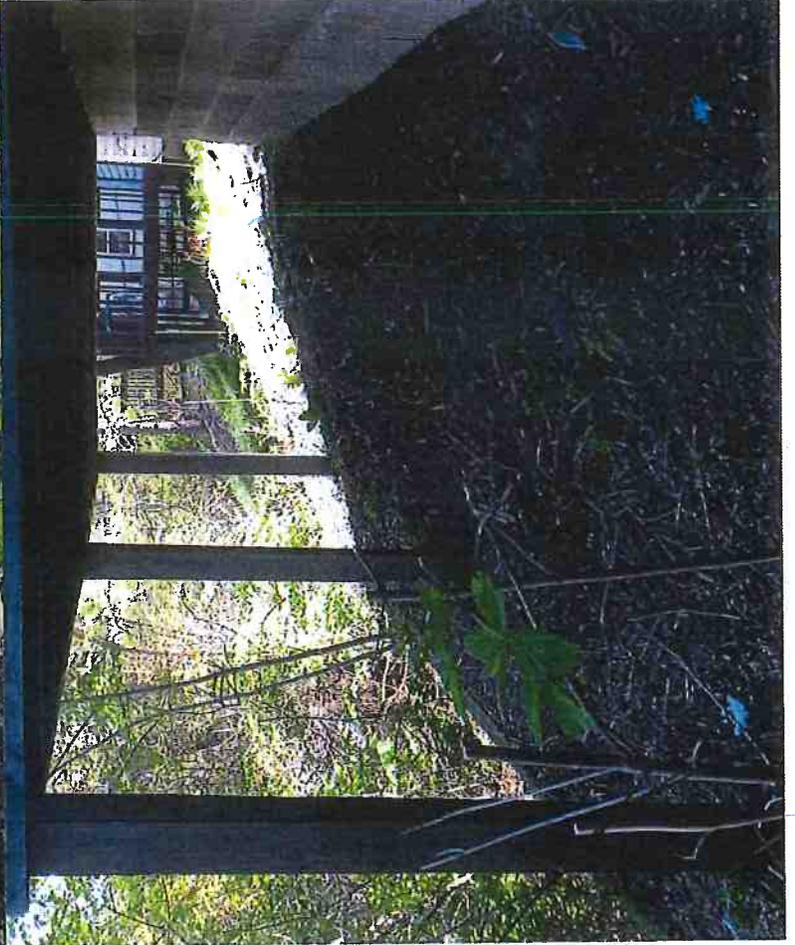
Neighbor's House

Scale: 1" = 12'

3



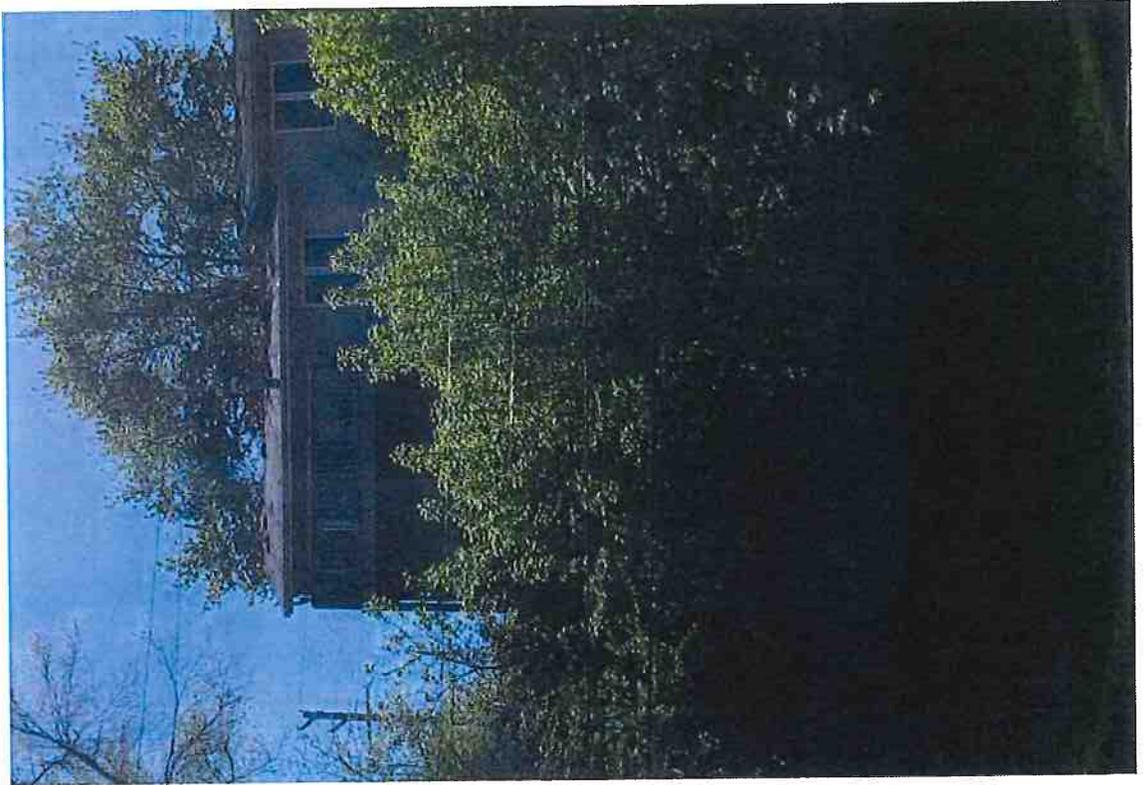
Area to be Fenced in



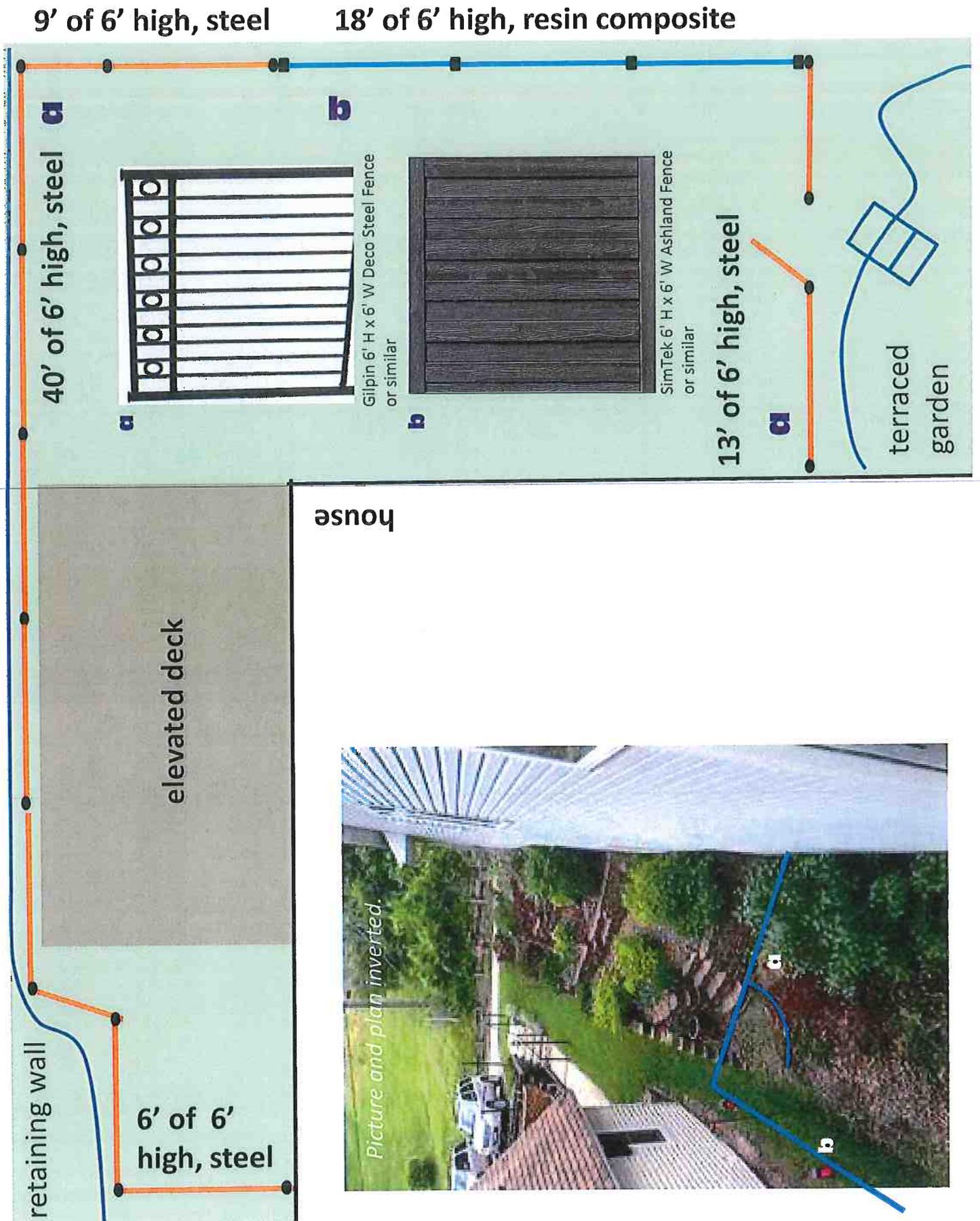
Back area of House with Retaining Wall. Wooded area is below the retaining wall. Fence to run abutting the deck above retaining wall.

615 Concord St N

View from Concord Street



Fence Plan, 615 Concord St N, John Askelson, May 2016





CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: SPK

10-E

AGENDA ITEM: 2nd Garage CUP / Variance – 357 – 19th Avenue South

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-105 approving the CUP & Denial of Variance

OVERVIEW:

The property at 357 19th Avenue South is a rambler design with an attached 2-car garage that was built in 1972. The front of the property is the west side which faces the platted but never constructed 19th Avenue. The existing garage is accessible from 4th Street South and the applicant has proposed to expand the driveway to the east (rear yard) and build a second garage in the rear yard area. The property also has a newer 10' x 10' garden shed that would become the 2nd accessory building with construction of the new garage where the City Code would only allow the house, garage (attached or detached), and one other accessory building.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their June 1, 2016 meeting. A good deal of the Planning Commission discussion related to what was allowable under the Code: 1 house, 1 garage (attached or detached) and 1 other accessory building. The 2nd garage becomes the allowed accessory building; therefore, the shed would require removal. The applicants stated that expanding the existing garage or the proposed garage would utilize part of the backyard they felt was already small and that the existing on-slab shed was more of a permanent structure.

After discussion the Commissioners voted to recommend **approval** of the proposed CUP for a second garage (7-0) and **deny** the proposed Variance (4-3) to allow an existing shed to remain on the property subject to conditions of approval noted in the staff report to the Planning Commission.

STAFF RECOMMENDATION:

The staff recommendation is to **approve** the proposed CUP for a second garage and **deny** the proposed Variance request to allow an existing shed to remain on the property subject to the conditions and findings as noted in Resolution 2016-105.

60-DAY REVIEW DEADLINE: June 26, 2016

SOURCE OF FUNDS: N/A

(Resolution to approve the CUP and deny the variance)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-105

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A 2ND GARAGE AND DENYING A VARIANCE REQUEST
FOR AN EXISTING SHED TO REMAIN AT
357 – 19TH AVENUE SOUTH**

WHEREAS, the City received an application from Scott Miller for a Conditional Use Permit for a 2nd garage and a Variance to allow an existing shed to remain on the property at 357 – 19th Avenue South and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their June 1, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the CUP (7-0) and to deny the proposed Variance request (4-3) at their June 1, 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 CUP will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, 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 variance would not alter the essential character of the neighborhood, but the plight of the property owner is not due to circumstances unique to the property.
3. Conditional Use Permit. The proposed CUP for a 2nd garage is hereby approved subject to the following conditions:

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

i) Application/Narrative (S. Miller)

dated 04/29/2016

ii) Site Plans (S. Miller)

dated 04/29/2016

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.

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 CUP. The CUP 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 for the CUP shall terminate the CUP. The property must be continually operated for use specified in the CUP to remain valid. If the property is not used for the use listed in this CUP for a period of 1-year then the CUP shall terminate.

4. Variance. The Variance request to allow an existing shed to remain on the property is hereby denied subject to the following findings:

A) There are not circumstances unique to the property to necessitate the granting of the Variance.

B) There are alternatives within the Code that would accommodate additional space within the proposed second garage or addition to the existing garage that could off-set the size of the shed.

Adopted this 6th day of June, 2016.

City Clerk

Exhibit A

North 80 feet of S 110 feet of West $\frac{1}{2}$ of West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$
of Northwest $\frac{1}{4}$ except West 30 feet for street

(Alternate resolution to approve both the CUP and the variance)

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-105

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR A 2ND GARAGE AND APPROVING A VARIANCE REQUEST
FOR AN EXISTING SHED TO REMAIN AT
357 – 19TH AVENUE SOUTH**

WHEREAS, the City received an application from Scott Miller for a Conditional Use Permit for a 2nd garage and a Variance to allow an existing shed to remain on the property at 357 – 19th Avenue South and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their June 1, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the CUP (7-0) and to deny the proposed Variance request (4-3) at their June 1, 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 CUP will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, 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, that the plight of the property owner is due to circumstances unique to the property, and the variance would not alter the essential character of the neighborhood.
3. Conditional Use Permit/Variance. The proposed CUP for a 2nd garage and a Variance to allow an existing shed to remain are hereby approved subject to the following conditions:

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

i) Application/Narrative (S. Miller)

dated 04/29/2016

ii) Site Plans (S. Miller)

dated 04/29/2016

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.

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 CUP/Variance. The CUP/Variance will terminate if improvements have not substantially begun within 1-year from the date of approval of the CUP/Variance. The violation of any condition of approval for the CUP/Variance shall terminate the CUP.

Adopted this 6th day of June, 2016.

City Clerk

Exhibit A

North 80 feet of S 110 feet of West $\frac{1}{2}$ of West $\frac{1}{2}$ of Northeast $\frac{1}{4}$ of Southeast $\frac{1}{4}$
of Northwest $\frac{1}{4}$ except West 30 feet for street

Planning Commission Meeting Date: Wednesday, June 1, 2016		City of South St. Paul Planning Commission Report	PC Agenda Item: 4.B
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Project Name:	Miller 2nd Garage CUP / Variance	
Site Address:	357 19 th Avenue South	PID: 36-02800-25-090
Applicant(s):	Scott Miller	
Request:	Consider the request for a Conditional Use Permit for a 2 nd garage and variances to allow an existing shed to remain.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	June 6, 2016	
Deadline:	June 26, 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	Low Density Residential	R-1: Single Family Residential	Detached Single Family Residential
South	Low Density Residential	R-1: Single Family Residential	Detached Single Family Residential
East	Low Density Residential	R-1: Single Family Residential	Detached Single Family Residential
West	Low Density Residential	R-1: Single Family Residential	Detached Single Family Residential
Subject Property Site Data			
Future Land Use Plan	Low Density Residential		
Existing Land Use	Low Density Residential		
Zoning	R-1: Single Family Residential		
Property Size	10,890 s.f. (.25 acres)		
Topography	Relatively flat		

BACKGROUND

The property at 305 19th Avenue South is a rambler design with an attached 2-car garage that was built in 1972. The front of the property is the west side which faces the platted but never constructed 19th Avenue. The existing garage is accessible from 4th Street South and the applicant has proposed to expand the driveway to the east (rear yard) and build a second garage in the rear yard area. The property also has a newer 10' x 10' garden shed that would become the 2nd accessory building with construction of the new garage where the City Code would only allow the house, garage (attached or detached), and one other accessory building.

EVALUATION OF THE REQUEST

A. CONDITIONAL USE PERMIT / VARIANCE

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

1. Land Use/Setbacks

The City Code allows 1 garage per property plus 1 additional accessory building up to 200 square feet. Accessory buildings over that 200 square feet are only allowable through a Conditional Use Permit. The applicant's proposal is for a second garage that would be approximately 576 square feet. Setbacks for a detached garage on a corner lot would be 9 feet from the side yard corner property line (south side) and *3 feet from the rear property line (east) if the garage is within the rear 1/3 of the lot. (*The Minnesota State Building Code requires structures within 5 feet of a common property line to have a 1 hour fire rated wall).

The applicant is also seeking a variance to allow an existing shed to remain. Since the City Code only allows the 3 buildings on the lot (house, garage (attached or detached), and 1 accessory building) the shed would need to be removed to allow for the construction of the 2nd garage.

2. Correspondence from Neighboring Property Owners

Staff did not receive any correspondence prior to the issuance of this staff report.

3. Variance Findings

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

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

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

4. Conditional Use Permit Findings:

- ✓ *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.*

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Variance findings (see p.3-4 of this report), then staff would recommend the following conditions for a *recommendation* for approval:
- (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 that the proposed variances are in harmony with the general purpose and intent of the ordinance, consistent with comprehensive plan, and that there are practical difficulties in complying with the ordinance, including circumstances unique to the property.
 - (Step 2) Recommendation for Approval: Approval of the **Conditional Use Permit / Variance** to allow a second garage with a variance to allow an existing shed to remain, 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(s) (S. Miller)	dated 04/29/2016
b) Site Plan (S. Miller)	dated 04/29/2016

- 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. Sign Permits are subject to the review and approval of the City Planner.
- 3) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 4) **Recording of the CUP/Variance.** The applicant shall have the CUP / Variance recorded at the Office of the Dakota County Recorder and shall provide the City with a copy of the recorded CUP / Variance.
- 5) **Termination of the CUP / Variance.** The CUP / 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 CUP/variance shall terminate the CVUP/variance. The property must be continually operated for use specified in the CUP/Variance to remain valid. If the property is not used for the use listed in this CUP/Variance for a period of 1-year then the Variance shall terminate.

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

- **Recommendation for Denial:** Denial of the proposed **Variance** for the property located at 357 19th Avenue South for the following reasons:
 - 1) There are not circumstances unique to the property to necessitate the granting of the variance.
 - 2) There are alternatives within the code that would accommodate additional space within the proposed second garage to off-set the size of the shed.

STAFF ANALYSIS

The application is requesting approval on two separate matters; a Conditional Use Permit to allow a second garage, and a variance to allow the existing shed to remain. The proposed CUP is fairly straight forward as the proposed garage would meet zoning standards and would not appear to have an adverse impact on other properties. The request for the variance is the more challenging question. The City Code and State Statute both require the City to make findings on the request to ensure that a variance should be granted. The request to keep an existing shed which is in good shape appears reasonable, seems consistent with the comprehensive plan, and doesn't appear to alter the character of the neighborhood. However granting of a variance also requires that the City look at whether the proposed variance is based on practical difficulties which are unique to the property. Practical difficulties also cannot be based on economic considerations alone. The subject property is a rectangular lot of approximately ¼ acre and does not appear to have any slope, ponding, or other obvious issues that demonstrate that the situation for which the variance was requested is unique to that property.

One issue highlighted in this case is how the City Code language handles the number of number of accessory structures on a property. The Code will only allow one garage (attached or

detached) and then one other accessory building. Based on this language the alternative that people will often choose is to build the garage a little bigger to incorporate the space from the shed into the new garage and will then remove the shed (i.e. build the new garage as 24 x 28-29 instead of 24 x 24). The Code also allows a maximum size for a detached garage of up to 1,000 square feet plus one additional accessory building of up to 200 square feet for a grand total of 1,200 square feet for accessory building space. The applicant's proposal for the second garage plus the existing shed would only translate to 676 square feet of accessory building space.

One additional alternative might be to attach the proposed garage to the east wall of the house thereby making the garage all part of the principal building and leaving only the shed as the 1 accessory building. However in doing so the rear setback (east) would need to be 25 feet so the garage addition would need to be about 5 feet narrower to comply with that setback regulation. There is sufficient area to the north to allow a longer garage or perhaps an addition onto the back of the existing garage or garage addition.

STAFF RECOMMENDATION

First of all staff would recommend that the Planning Commission consider the request as two separate actions; 1) Conditional Use Permit for the second garage, and 2) variance for keeping the shed.

Staff recommends **approval** of the proposed CUP for a second garage and **denial** of the proposed Variance to allow an existing shed to remain on the property located at 357 19th Avenue South, subject to the conditions and/or reasons listed in this report.

Respectfully Submitted,

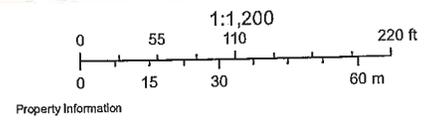
Peter Hellegers

Peter Hellegers, City Planner

357 19th Ave S



May 25, 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.

C₁

APR 29 2016

April 28, 2016

City of South St Paul

RE: 357 19th Ave S.
Conditional Use Permit - Garage
Variance – Garage/Shed

To Whom It May Concern:

I am looking to build a two-car garage in addition to our current two-car garage for the purpose of storage. However, we were told we are only allowed two personal accessory buildings. We built a 10x10 shed three years ago that we keep miscellaneous things such as lawnmower, kid's outdoor toys, patio furniture, etc. Having all three storage buildings is necessary for our lifestyle.

My wife and I have two kids and we are a very active family where we have a boat, 4-wheelers, snowmobiles and an RV. We have two personal vehicles for the two of us as well as a work van supplied through my employer. As it may seem we should be a family where we should own more land elsewhere, we grew up in South St Paul our whole lives, our kids are attending SSP schools, and we have no plans on leaving the city we love. Our neighbors across the street have a similar layout with the two separate two-car garages as we have in our plans.

We are a very neat and orderly family and we take pride in making our property look pleasing to the eye. The shed we built matches our home with the same siding and paint as will the new garage. We have made several updates to the interior and exterior of our home in hopes to build value and make our neighborhood look better. We have a larger front/side yard which will offset the thought of the new garage making our property look "cluttered."

We can assure you this addition will not alter the character of the neighborhood yet, improve it. We have had numerous comments from neighbors and passerby's that enjoy seeing the gradual improvements to our home.

We kindly ask that you grant us this request for a Conditional Use Permit and a Variance to accommodate our storage needs.

Sincerely,



Scott & Trista Miller
357 19th Ave S.
South St Paul, MN 55075
612.964.6760

The purpose of garage is for storage of boats, snowmobile, four wheeler etc. So we can park vehicles in existing garage. We need to keep shed because if we get rid of that and go bigger on garage there will be no yard in back for my kids to play. It is only a 10x10 garden shed no permit was needed for it. All and all we hope to make this work we have two kids and lived in SSP, all our lives and would hate to have to sell and move city if we can't get this done. (one of my neighbors has same thing Thanks, on his property.)

Scott Murray



C3

17' easement from curb 22'

total width = 1850ft — existing drive

19th Ave S

4

New Garage Area
It will block the shed off







C7

AFTER



8



Ca



Before



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: 

10-F

AGENDA ITEM: CUP/Variance – 150 BridgePoint Drive

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-106 approving the CUP for exterior storage and 2-foot fence height Variance

OVERVIEW:

Cherokee Manufacturing will occupy the west half of the new Schadegg Mechanical building at 150 BridgePoint Drive and has requested a Conditional Use Permit to allow an exterior storage area for their materials. The property is directly east of Concord Street and the proposed storage area would be in the dock areas on the southwest side of the building. The building and a wing wall along the west side of the dock bays which would screen the storage area from the north and west. A 10-foot tall fence is proposed along the south and east sides of the storage area which would require a 2-foot variance for the fence height.

Exterior storage is currently a Conditional Use in the Industrial Zoning District where the property is located. As a Conditional Use the City is required to consider the site, potential nuisance factors and impacts of the proposed use on the property. In locating exterior storage areas the standards are to have them in areas that are screened behind buildings and not in prominent locations along main roads. However, with the layout of the building on this lot there is not a better location for exterior storage on the property. The proposal is very similar to an exterior storage area allowed behind building #1 at BridgePoint Business Park and approved as an amendment to the PUD. In that example the property is also along Concord Street and the exterior storage area was allowed behind the building and screened by the wing wall and a 10-foot tall wooden privacy fence. The privacy fence was painted the same color as the wing wall to act as an extension of the wing wall; chain link with vinyl slats for the east side of that storage area was allowed at the request of the applicant.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their June 1, 2016 meeting and voted to recommend approval of the proposed CUP for exterior storage and Variance for the 2-foot fence height (7-0).

The Commissioners discussed screen fence materials and were in agreement that the same materials allowed for the BridgePoint Business Park storage area (wood or composite) should be used for the south and west sides which would provide better screening from Concord Street. As with the BridgePoint Business Park area chain link with vinyl slats would be allowed on the east side to provide one area of screening that is not completely opaque. Additionally the recommendation included that 2-3 coniferous trees also be planted south of the storage area that can help to break up the sightline into the storage area for traffic headed northbound on Concord

Street.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed CUP and Variance for the property at 150 BridgePoint Drive subject to the conditions of approval as noted in Resolution No. 2016-106.

60-DAY REVIEW DEADLINE: July 2, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-106

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR AN EXTERIOR STORAGE AREA AND A 2-FOOT FENCE HEIGHT VARIANCE
FOR 150 BRIDGEPOINT DRIVE**

WHEREAS, the City received an application from Cherokee Manufacturing/Schadegg Mechanical for a Conditional Use Permit to allow for an exterior storage area and a 2-foot fence height Variance at 150 BridgePoint Drive and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their June 1, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval CUP and Variance at their June 1, 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 CUP will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, 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 / Variance. The proposed Conditional Use Permit / Variance for an exterior storage area with a 2-foot fence height variance on the property at 150 BridgePoint Drive is hereby approved subject to the following conditions:

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

- | | |
|-------------------------------------|------------------|
| i) Application/Narrative (Schadegg) | dated 05/04/2016 |
| ii) Site Plans (Lampert Architects) | dated 05/04/2016 |

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) 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) Revised Landscape Plans. The applicant shall submit a revised landscape plan showing the location of proposed landscaping including the type number and species of all trees and shrubs to be planted west of the pond area to provide screening from the south/southwest. Revised landscaping plans are subject to the approval of the City Planner.

E) Exterior Storage. There shall be no exterior storage of parts, accessories, garbage, refuse, debris, storage bins, and other similar items, with the following exceptions:

a) Exterior storage area:

- i. Exterior storage shall be limited to the area shown on the site plan dated May 4, 2016 that was submitted as part of this application.
- ii. Exterior storage shall not exceed the height of the screening and shall be kept in a neat and orderly fashion at all times.
- iii. The applicant shall install a wood or composite privacy fence along the west and south side of the exterior storage area. The fence along the east side of the enclosure may be either the same type of privacy fence as above or chain link fence with a privacy slats or privacy mesh. The fences shall not exceed a maximum height of 10 feet to screen the exterior storage area. Fencing shall be installed prior to the applicant commencing exterior storage in the proposed area. Fencing shall be kept neat and well maintained at all times.
- iv. Additional coniferous trees shall be installed in the landscape area south/southwest of the proposed exterior storage area to screen the storage area to the south. Landscaping work shall be completed prior to the applicant commencing exterior storage in the proposed exterior storage area.
- v. Exterior storage shall not impede fire department/emergency access and shall comply with the Minnesota State Fire Code.

F) Termination of the Conditional Use Permit / Variances. The Conditional Use

Resolution No. 2016-106

June 6, 2016

Page 3 of 3

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.

Adopted this 6th day of June, 2016.

City Clerk

Exhibit A

Lot 1, Block 2 Canal Addition, according to the record plat thereof, Dakota County, Minnesota, Except that part of said Lot 1 described as follows:

Commencing at the Northeast corner of Lot 6, said Block 2; thence South 63 degrees 05 minutes 18 seconds West, assumed bearing, along the Northwesternly line of said Lot 6 a distance of 85.22 feet to a corner of said Lot 6, said point being the point of beginning of the parcel to be described; thence North 26 degrees 47 minutes 20 seconds West, 5.35 feet; thence South 63 degrees 04 minutes 27 seconds West, 98.52 feet to the Southwesterly line of said Lot 1; thence South 60 degrees 10 minutes 07 seconds East, along the Southerly line of said Lot 1 a distance of 32.94 feet to a corner of said Lot 1; thence North 63 degrees 01 minutes 12 seconds East, along the Southerly line of said Lot 1, a distance of 80.40 feet to a corner of said Lot 1; thence North 26 degrees 47 minutes 20 seconds West, 22.13 feet to the point of beginning and there terminating.

Planning Commission Meeting Date: Wednesday, June 1, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.C
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Project Name:	Cherokee / Schadegg Exterior Storage CUP/Variance	
Site Address:	150 BridgePoint Drive	PID: 36-15051-02-010
Applicant:	Cherokee Manufacturing	
Request:	Consider the request for a Conditional Use Permit to allow one area of screened exterior storage. The proposed screening for the exterior storage area would also need a 2-foot variance for the height of the fence.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	June 6, 2016	
Deadline:	July 2, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location Map, previous approvals B. Correspondence from neighboring property owners C. Materials submitted by the applicant	

BACKGROUND

The applicant would occupy the west half of the new building at 150 BridgePoint Drive and has requested a Conditional Use Permit to allow an exterior storage area for their materials. The property is directly east of Concord Street and the proposed storage area would be in the dock areas on the southwest side of the building. The building and a wing wall along the west side of the dock bays which would screen the storage area from the north and west. A 10-foot tall fence is proposed along the south and east sides of the storage area which would require a 2-foot variance for the fence height.

Standards for new exterior storage areas have been to have them in areas that are screened behind buildings and not along main City or County roads. However with the layout of the building on this lot there is not a better location for exterior storage on the property. There is also one example from the BridgePoint Business Park PUD, which is also along Concord Street and south of the subject property, where an exterior storage was allowed area behind the building and screened by the wing wall and privacy fence.

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Light Industrial	I: Industrial	Light Industrial: office
South	Light Industrial	I: Industrial	Light Industrial: office/warehouse
East	Light Industrial	I: Industrial	Office/industrial condos
West	Mixed Use Commercial	CGMU-1	Vacant (parking)
Subject Property Site Data			
Future Land Use Plan	Light Industrial		
Existing Land Use	Industrial		
Zoning	I: Industrial		
Property Size	5.07 acres (220,849 s.f)		
Topography	Relatively flat		

ZONING SUMMARY:

Bulk Requirements	Required	Existing Building
Setbacks:		
Front	30 ft.	85 ft.
Side (street)	30 ft.	30 ft.
Side (interior)	20 ft.	60 ft.
Rear	20 ft.	140 ft.
Other Critical Zoning Items		
Floodplain	No	
Shoreland	No	
MNRRRA	N/A – in MNRRRA area, but storage area is existing impervious	
Utility easements	No	

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 I: Industrial and guided in the Future Land Use portion of the Comprehensive Plan as Office-Research. "Exterior storage (not as a principal use)" is allowed for as a Conditional Use in the Industrial Zoning District (118-129) where the property is located and is also regulated by performance standards for exterior storage (118-240). Exterior storage areas

are required to be screened and should also be located to screen them from adjacent roadways and properties.

2. Loading / Unloading

The loading area behind the 150 BridgePoint Way building has approximately feet between the back of the building and the south curb line. The proposed exterior storage area would take up approximately 11,000 s.f. of the paved area behind the building but would appear to leave about 40 feet between the fence and the south curb line, which should provide adequate access for trucks.

3. Correspondence from Neighboring Property Owners

Staff received one piece of correspondence from the developer and partial owner of the property to the east of the site who noted that he was in favor of the use.

4. Variances Proposed in the Application

The City's Zoning Code (Sec. 118-199) lists a maximum fence height of 8 feet for properties in the Industrial zoning district. The applicant has proposed fences that would be 10 feet to screen the exterior storage area behind the building requiring a 2-foot fence height variance.

5. 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. Additionally with Concord Street elevated relative to the properties the additional height for the fence would be needed to provide better screening from the public roadway.

6. Conditional Use Permit Findings:

The applicant is seeking a Conditional Use Permit (CUP) for a screened exterior storage area at the southwest side of the building at 150 BridgePoint Drive. 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** for exterior storage and **Variances** for fence height for the property located at 150 BridgePoint Drive, 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 (Schadegg)	dated 05/04/2016
b) Site Plan (Lampert Architects)	dated 05/04/2016

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

- 4) **Revised Landscape Plans.** The applicant shall submit a revised landscape plan showing the location of proposed landscaping including the type number and species of all trees and shrubs to be planted west of the pond area to provide screening from the south/southwest. Revised landscaping plans are subject to the approval of the City Planner.

- 5) **Exterior Storage.** There shall be no exterior storage of parts, accessories, garbage, refuse, debris, storage bins, and other similar items, with the following exceptions:
 - a) Exterior storage area:
 - i. Exterior storage shall be limited to the area shown on the site plan dated May 4, 2016 that was submitted as part of this application.
 - ii. Exterior storage shall not exceed the height of the screening and shall be kept in a neat and orderly fashion at all times.
 - iii. The applicant shall install a wood or composite privacy fence along the west and south side of the exterior storage area. The fence along the east side of the enclosure may be either the same type of privacy fence as above or chain link fence with a privacy slats or privacy mesh. The fences shall not exceed a maximum height of 10 feet to screen the exterior storage area. Fencing shall be installed prior to the applicant commencing exterior storage in the proposed area. Fencing shall be kept neat and well maintained at all times.
 - iv. Additional coniferous trees shall be installed in the landscape area south/southwest of the proposed exterior storage area to screen the storage area to the south. Landscaping work shall be completed prior to the applicant commencing exterior storage in the proposed exterior storage area.
 - v. Exterior storage shall not impede fire department/emergency access and shall comply with the Minnesota State Fire Code.

- 6) **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 150 BridgePoint Drive for the following reasons:

1) _____

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Conditional Use Permit/Variances for the property located at 150 BridgePoint Drive subject to the conditions listed in this report.

Respectfully Submitted,

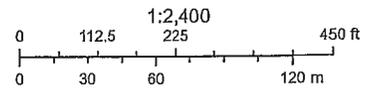
Peter Hellegers

Peter Hellegers, City Planner

150 BridgePoint Drive



May 25, 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.

Peter Hellegers

From: David Langer
Sent: Monday, May 23, 2016 5:07 PM
To: Peter Hellegers
Subject: 159 BP Cherokee

Peter, Put me on record of not having any concerns over the request of Cherokee and their outside storage as long as it is screened behind the wall at least 50 % and the balance behind a fence with screening.

I will be unable to make the meeting on June 1, sorry!

David Langer

651-450-9669
Cell 651-485-5609
1549 Livingston Ave #105
West St Paul MN 55118

Celebrating 25 Years of Building Client Relationships!



1
-2

Peter Hellegers

From: Dan Schadegg
Sent: Wednesday, May 04, 2016 5:14 PM
To: Peter Hellegers
Subject: FW: CHEROKEE MANUF
Attachments: CHEROKEE MANUFACTURING-LH0 24x36.pdf; CHEROKEE MANUFACTURING-LH1 24x36.pdf; CHEROKEE MANUFACTURING-LH2 24x36.pdf

Peter

Here are the final permit drawings. Write up as follows:

We have recently signed a lease with Cherokee Manufacturing for the remaining 30,000 sf in our 60,000 sf building. We are submitting for a CUP for an addition of a 80' x 135' foot fenced in area for outdoor storage for their products. The wing wall that was built along the Concord Street side will shield most of this area.

Let me know if you need anything further. Thanks.

Daniel M. Schadegg
President / CEO



P: 651-292-9933

F: 651-292-9929

C: 651-248-7059

www.schadegg-mech.com

From: James Berthiaume
Sent: Wednesday, May 04, 2016 12:35 PM
To: Dan Schadegg
Cc: AARON WALLER
Subject: CHEROKEE MANUF

Dan

Attached is a signed permit plan for Cherokee. Please feel free to contact me if you have any questions.

James Berthiaume, LEED®-AP
Project Designer | Vice President
(763) 755-1211 Extension 109
Lampert Architects 420 Summit Ave, St. Paul, MN 55102
fax: (763) 757-2849 web: www.lampert-arch.com



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Community Development/Planning

ADMINISTRATOR: SPK

10-G

AGENDA ITEM: Garage CUP and Variances – 1321 Southview Boulevard

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-107 approving the CUP and Variances.

OVERVIEW:

The applicant is the owner of the building at 1321 Southview Boulevard and has recently acquired the vacant lot directly to the south of the building and is now proposing to construct a detached garage building and surface parking lot on the vacant property. The proposed garage spaces would serve the apartment residents in the building and the surface parking lot would serve both the residential and commercial tenants. Currently the 1321 Southview building has 1 tuck-under garage and a surface lot with 3 parking spaces all of which serve the apartment units. The proposed garage and surface parking would provide approximately 8 additional parking spaces.

The building at 1321 Southview Boulevard is a 2-story mixed-use structure (office/retail and residential) that was built in 1961. The property at 203 14th Avenue South was an alley house that was acquired by the HRA and cleared for future redevelopment.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their June 1, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the proposed CUP for an accessory building over 200 square feet (7-0); however, were split on the Variances (5-2 to approve) of 8 feet for the side yard setback, and 10 feet for parking setback for the property located at 1321 Southview Boulevard.

Those dissenting raised concerns that approval would move a commercial building too close to southerly residential property and the garages would be used as rental storage units for users outside of the building rather than parking.

Approval was granted subject to the conditions noted in the staff report to the Planning Commission.

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed CUP and Variances for the property at 1321 Southview Blvd. subject to the conditions of approval as noted in Resolution No. 2016-107.

City Council Report – Garage CUP & Variances

June 6, 2016

Page 2 of 2

Staff would advise the Council that the zoning code states that any dwelling unit (other than senior housing) requires 2 parking spaces. Currently the building only has 4 spaces so the lot and garages lessen the nonconformity. If the applicant were to rent out the garages as storage units, it would be in conflict with the code by lessening the parking for the dwelling units. Additionally, off-street parking is needed for the commercial space as well so the garages and parking for both uses are essential. Therefore, the garages should stay with building users. The Council should discuss whether they want to include this as another condition.

Potential Condition “I”:

- I. **Garage Use.** The proposed garages shall be limited to building users and shall not be rented to users other than building tenants.

60-DAY REVIEW DEADLINE: July 11, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-107

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AND VARIANCES
FOR THE CONSTRUCTION OF A DETACHED GARAGE BUILDING
AND SURFACE PARKING LOT AT
1321 SOUTHVIEV BOULEVARD**

WHEREAS, the City received an application from Roger Tollas for a Conditional Use Permit and variances for the construction of a detached garage building and surface parking lot on the property located at 1321 Southview Boulevard, and legally described as follows:

Lot 30, Block 10 WHARTON AND MILLER ADDITION to South St. Paul,
Dakota County, Minnesota

WHEREAS, the Planning Commission took action to recommend approval of the Conditional Use Permit (7-0) and Variances (5-2) at their June 1, 2016 meeting; and

WHEREAS, the City Council has considered the application at its regular City Council meeting on June 6, 2016, review 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 / Variance 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. The Conditional Use Permit for an accessory building over 200 square feet and Variances of 8 feet for the side yard setback, and 10 feet for parking setback for the property located at 1321 Southview Boulevard, 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:

- | | |
|---|------------------|
| a) Application / Narrative (Roger Tollas) | dated 05/12/2016 |
| b) Site Plan (Roger Tollas) | dated 05/12/2016 |

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. Parcel Combination. An accessory building can only be built on a parcel where there is principal building. Therefore, the applicant shall combine the two tax parcels (36-83900-10-300 and 36-83900-10-290) to make the property consistent with City Code.

D. 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. The applicant shall provide an ADA accessible route to the parking lot.

E. 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.

F. 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.

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. 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.

Resolution No. 2016-107
June 6, 2016
Page 3 of 3

Adopted this 6th day of June, 2016.

City Clerk

Planning Commission Meeting Date: Wednesday, June 1, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 4.D
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Project Name:	Tollas Garage CUP and Variances	
Site Address:	1321 Southview Boulevard (& 203 14 th Ave. S.)	PID: 36-83900-10-300 36-83900-10-290
Applicant:	Roger Tollas	
Request:	Consider the request for a Conditional Use Permit and a Variances to allow for the construction of a detached garage building and surface parking lot.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	June 6, 2016	
Deadline:	July 11, 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

The applicant is the owner of the building at 1321 Southview Boulevard and has recently acquired the vacant lot directly to the south of the building and is now proposing to construct a detached garage building and surface parking lot on the vacant property. The proposed garage spaces would serve the apartment residents in the building and the surface parking lot would serve both the residential and commercial tenants. Currently the 1321 Southview building has 1 tuck-under garage and a surface lot with 3 parking spaces all of which serve the apartment units. The proposed garage and surface parking would provide approximately 8 additional parking spaces.

The building at 1321 Southview Boulevard is a 2-story mixed-use structure (office/retail and residential) that was built in 1961. The property at 203 14th Avenue South was an alley house that was acquired by the HRA and cleared for future redevelopment.

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Low Density Residential	C-1: Retail Business	Detached Single Family Residential
South	Commercial	C-1: Retail Business	Detached Single Family Residential
East	Commercial	C-1: Retail Business	Commercial (Kaposia Gas Station 2)
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 / Mixed-Use
Zoning	C-1: Retail Business
Property Size	.22 acres (9,583 Total square feet)
Topography	Modest slope at western side of property running downhill toward Southview, property also sloped down toward the east side at the alley where there is now a retaining wall.

ZONING SUMMARY:

Bulk Requirements	Required	Existing Building	Proposed
Setbacks:			
Street (Southview)	40 ft. from centerline / block avg.	Appx. 40 ft.	n/a (behind building)
Street (14 th Ave.,)	40 ft. from centerline / block avg.	Appx. 39 ft	6 ft. east of building – garage 0 ft. – surface parking
Side yard (south)	10 ft.	41 ft	3 ft.
Rear yard (east)	10 ft.	24 ft	10 ft.
Building Height: (access. bldg.)	16 ft Max floor to peak	N/A	16 ft or less
Site Design	Required	Existing	Proposed
Parking Standards:			
Parking stalls	N/A	4	12
Accessible parking stalls	1	0*	0*
Exterior Building Materials:		Brick/stucco	Siding (match stucco)
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.

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 14th Avenue.

2. Exterior materials

The dominant building material is vinyl siding that would be selected to match the building. The applicant has not yet provided any elevations of the proposed garage structure for staff to review.

3. Parking/Parking Surfaces

The City Code states that parking surfaces be paved asphalt or concrete and include curbing. The proposed parking spaces to the west of the new garage would face to the south. City Code would require 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. Fencing extending west of the front of the house at 211 14th Avenue South shall not exceed 3.5 feet in height. The parking lot will need to have at least 1 ADA accessible parking space and the lot should be restriped including the markings/signage for the ADA space. In addition there should be an accessible route from the parking lot to the building so that

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 3 feet. Additionally, the application also shows parking spaces without the require parking setback (approximately 0 foot of space provided) adjacent to the 14th Avenue Right of Way. Finally the City's parking standards show that two-way traffic should have a minimum aisle width of 22 feet and the applicant has proposed 17.5 feet.

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 a Conditional Use Permit (CUP) for a 20-foot by 48-foot accessory building/ garage on the property at 1321 Southview Boulevard. 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** for an accessory building over 200 square feet and **Variances** of 8 feet for the side yard setback, and 10 feet for parking setback for the property located at 1321 Southview Boulevard, 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 (Roger Tollas)</u>	<u>dated 05/12/2016</u>
b) <u>Site Plan (Roger Tollas)</u>	<u>dated 05/12/2016</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) **Parcel Combination.** An accessory building can only be built on a parcel where there is principal building. Therefore the applicant shall combine the two tax parcels (36-83900-10-300 and 36-83900-10-290) to make the property consistent with City Code.
 - 4) **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. The applicant shall provide an ADA accessible route to the parking lot.
 - 5) **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.

- 6) **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.
 - 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) **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 1321 Southview for the following reasons:
 - 1) _____

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Conditional Use Permit/Variances for the property located at 1321 Southview Boulevard subject to the conditions listed in this report.

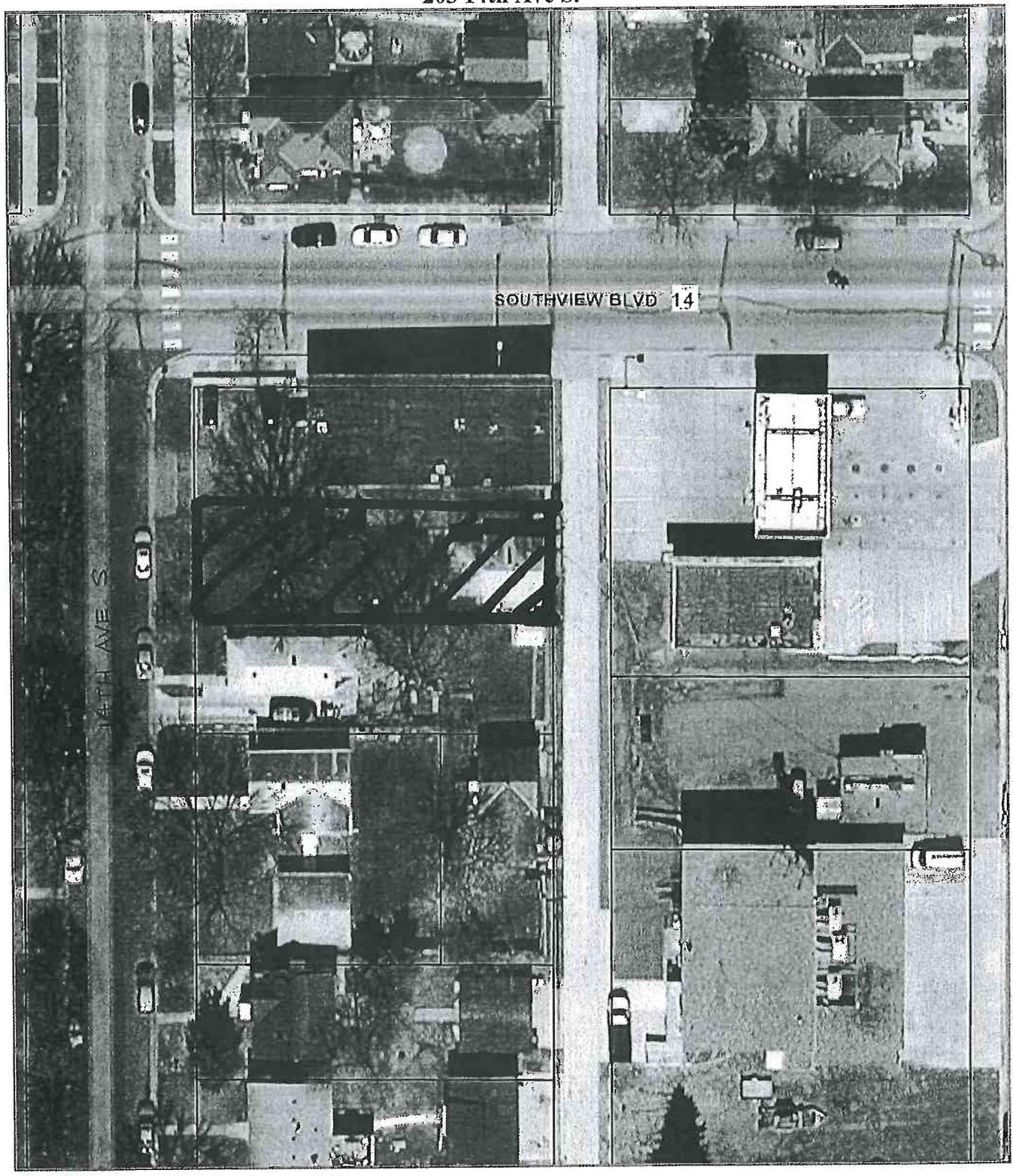
Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

A

203 14th Ave S.



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.

Map Scale
 1 inch = 50 feet
 5/19/2016

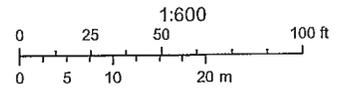


t2

1315 Southview Boulevard



May 25, 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.

A₃



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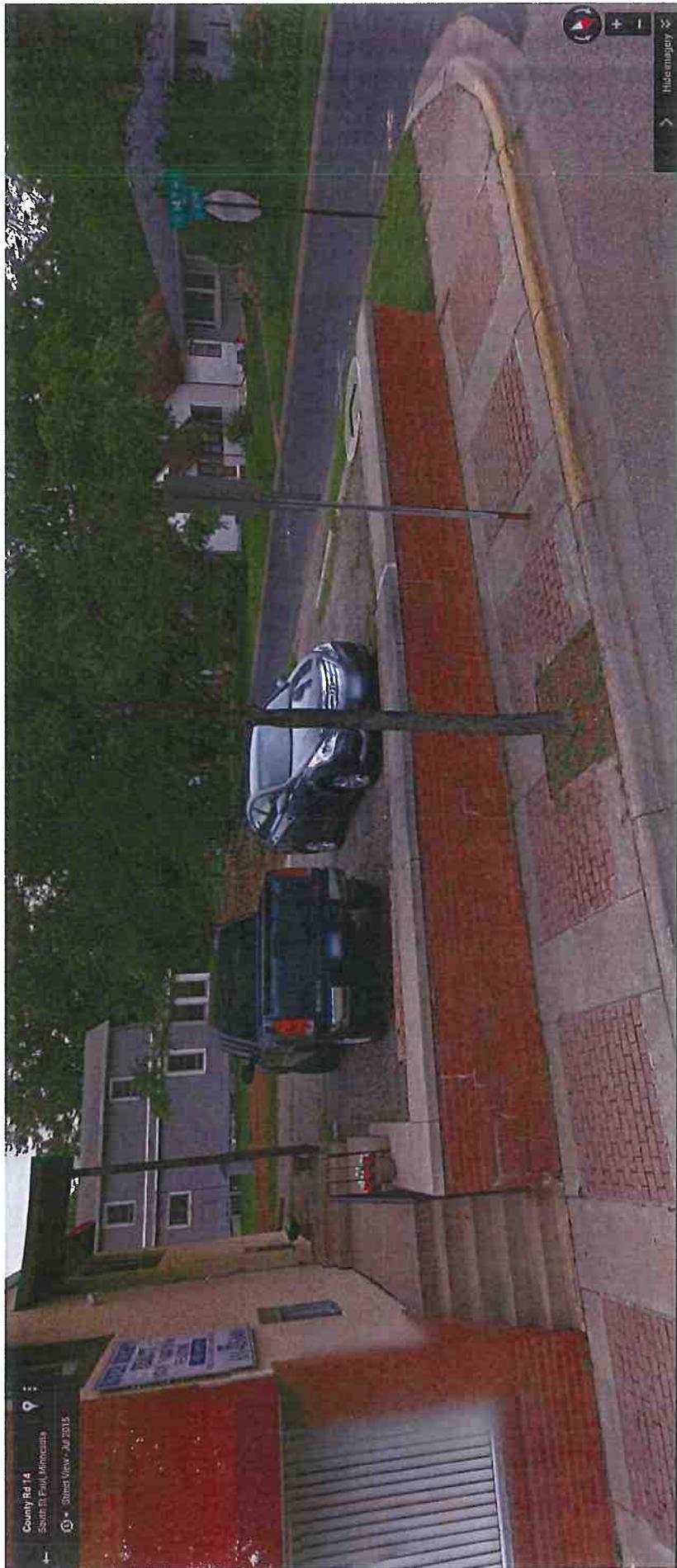
County Rd 714
South St. Paul, Minnesota
Street View - Jul 2015

Hide map >
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A6



A7



78



VARIANCE REQUEST 203 14TH AVE SO 5/12/16

C.

I PURCHASED THIS LOT FROM THE SO. ST. PAUL MRA FOR THE PURPOSE OF ADDING ADDITIONAL PARKING FOR MY MIXED USE COMMERCIAL BUILDING AT 1315-1325 SOUTHVIEW BLVD. CURRENTLY I ONLY HAVE THREE OFF STREET PARKING SPOTS. THERE ARE FOUR RESIDENTIAL UNITS ON THE UPPER FLOOR AND AND FOUR BUSINESS'S ON MAIN FLOOR.

THE LOT AT 203 14TH AVE SO. IS A 40' X 125' LOT AND THE CURRENT TEN FOOT SET BACK WOULD MAKE IT VERY DIFFICULT TO GET ENOUGH ADDITIONAL PARKING. I AM REQUESTING THAT THE SET BACK BE REDUCED TO THREE FEET. THIS WILL ALLOW ENOUGH ROOM TO PARK, BACK OUT AND COMPLETE A TURN AROUND.

THIS WILL PROVIDE OFF STREET PARKING FOR TENANTS AND CUSTOMERS OF THE BUSINESS'S.

I ALSO WANT TO BUILD FOUR GARAGES WITH FOUR SMALL STORAGE UNITS ATTACHED. THE BUILDING WILL BE SIDED WITH VINYL SIDING OF A COLOR SIMILAR TO THE EXISTING BUILDING.

I WILL INSTALL A SIX FOOT PRIVACY FENCE EAST AND WEST OF THE GARAGE TO THE REAR PROPERTY LINE AND NORTH/SOUTH ACROSS THE REAR PROPERTY TO PROVIDE A NICE SEMI PRIVATE GRASS AREA FOR THE TENANTS TO USE.

I FEEL THIS BE A GOOD IMPROVEMENT TO THE AREA BY REDUCING STREET PARKING BY ADDING EIGHT ADDITIONAL OFF STREET PARKING SPOTS PLUS ENCLOSED STORAGE AND THE GRASS/YARD FOR MY TENANTS.

THANK YOU

Roger Jollas

137'-6"

SOUTHVIEW BLDG 85'

39'

13'-6"

14TH AVE SO

ALLEY

- EXISTING BLDG

CITY EASEMENT

TARRED PARKING

TARRED DRIVEWAY

GRASS AREA

FENCE

FENCE

37'-6"

37'-6"

3'

24'

12'

12'

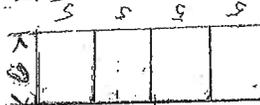
12'

12'

17'-6"

20'

18'-8" 7'-7" 12'-3"



PARKING, GARAGES & STORAGE

ROGER TOLLAS 5-13-2016

SCALE 1/16" = 1'-0"

2



CITY COUNCIL AGENDA REPORT

DATE: JUNE 6, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPK

10-H

AGENDA ITEM: Approving Federal Entitlement Transfer.

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-109 Approving Federal Entitlement Transfer.

Overview:

The City of Wheaton is requesting the City of South St. Paul transfer our Federal Fiscal Year 2016 entitlement funds in the amount of \$150,000.00 to the City of Pipestone. These funds are currently slated to be banked to be used with the entitlement funds for FY 2017 to complete a larger project next year. In return, at the beginning of the Federal FY 2017, Wheaton would transfer their entitlements to the City of South St. Paul.

In lieu of banking the funds, the funds can be transferred to another airport to help support their airport development projects. The City of Wheaton is currently constructing a hangar and have identified additional costs to complete it. Since the hangar would generate revenue for the airport no Federal discretionary funds can be used, only local and entitlement dollars. The City of Wheaton would like to keep their funds to complete their hangar project and have requested another airport that is banking funds to transfer those funds to the City of Pipestone, who also has projects to complete.

The first agreement being brought forward is between the City of Wheaton and the City of South St. Paul to transfer our Federal FY 2016 entitlement funds to the City of Pipestone on their behalf, for the City of Wheaton to transfer their Federal FY 2017 entitlement funds to the City of South St. Paul, and for both cities to complete the necessary documents. The next agreement would be part of the required documents to transfer our Federal FY 2016 funds to the City of Pipestone.

At the beginning of the Federal FY 2017, which occurs in October, the City of Wheaton will complete a similar document transferring their entitlement funds to the City of South St. Paul.

The Airport Advisory Commission recommended approval of the transfers of Federal Entitlement funds at the May 10, 2016 meeting.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-109

**RESOLUTION RELATING TO AIRPORT:
APPROVING FEDERAL ENTITLEMENT TRANSFER.**

WHEREAS, The City Council has reviewed and considered the agreements to transfer Federal Entitlements (the “Agreements”);

WHEREAS, The City of Wheaton has requested the City of South St. Paul transfer 2016 Federal Aviation Entitlement Funds in the amount of \$150,000 to the City of Pipestone on their behalf, in lieu of banking the funds;

WHEREAS, The City of Wheaton has agreed to transfer their 2017 Federal Aviation Entitlement Funds in the amount of \$150,000 to the City of South St. Paul;

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 Agreements and the transactions contemplated thereby are in all respects, hereby approved and adopted.
2. That the Mayor, City Administrator, City Attorney, and the City Clerk are hereby authorized and directed to sign the Agreements and related documents in the name and on behalf of the City in the form hereby approved.

Adopted this 6th day of June, 2016.

City Clerk

**AGREEMENT FOR WAIVER, TRANSFER, AND REPAYMENT OF
FEDERAL AIRPORT ENTITLEMENT FUNDS**

THIS AGREEMENT is made and entered into this 26 day of May, 2016, by and between the City of Wheaton, a municipal corporation and political subdivision of the State of Minnesota (hereinafter "Wheaton"), and the City of South St. Paul, a political subdivision of the State of Minnesota (hereinafter "South St. Paul").

WHEREAS, Wheaton is a sponsor of the Wheaton Municipal Airport; and

WHEREAS, Wheaton is a recipient of Federal Aviation Administration Entitlement Funds; and

WHEREAS, South St. Paul is a recipient of Federal Aviation Administration Entitlement funds; and

WHEREAS, 49 U.S.C. §47117, subd. C(2) provides that a sponsor of an airport may make an agreement with the Secretary of Transportation waiving the sponsor's claim to any part of the amount apportioned for the airport if the Secretary agrees to make the waived amount available for a grant for another public-use airport in the same state or geographical area as the airport; and

WHEREAS, Wheaton has requested South St. Paul to waive the receipt of and transfer \$150,000 in Federal Aviation Administration Entitlement Funds for a project in fiscal year 2016; and

WHEREAS, Wheaton agrees to waive the receipt of and to transfer 2017 Federal Aviation Entitlement Funds in the amount of \$150,000 to South St. Paul pursuant to the regulations of the Federal Aviation Administration and upon the following conditions.

NOW, THEREFORE BE IT by the parties that:

1. South St. Paul agrees to waive the receipt of and to transfer 2016 Federal Aviation Entitlement Funds in the amount of \$150,000 to the City of Pipestone on behalf of the City of Wheaton.
2. South St. Paul agrees that it will complete all documents and forms necessary to complete the waiver and transfer pursuant to 49 U.S.C. §47117.
3. Wheaton hereby accepts the transfer and agrees to waive receipt of Federal Aviation Entitlement Funds as said Funds are made available by the Federal Aviation Administration in 2017, and to transfer those funds to South St. Paul.
4. Wheaton agrees that it will complete all documents and forms necessary to complete the waiver and transfer pursuant to 49 U.S.C. §47117.
5. In the event Wheaton does not receive a total of \$150,000 of Federal Aviation

Entitlement Funds in 2017 to waive receipt of and repay South St. Paul, Wheaton hereby agrees to waive the receipt of and to repay the \$150,000, or balance not yet repaid, of Federal Aviation Entitlement Funds to South St. Paul in the year the first such Entitlement Funds become available to Wheaton

6. This Agreement shall be controlled by the laws of the State of Minnesota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of Minnesota.

NOW, THEREFORE, BE IT RESOLVED that the City of Wheaton and South St. Paul hereby agree upon said terms of the Federal Aviation Entitlement Funds transfer and repayment.

SOUTH ST. PAUL

CITY OF WHEATON



Mayor Leonard Zimmel



City Administrator Kris Krenz

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: CITY OF SOUTH ST. PAUL
hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and Locid): SOUTH ST. PAUL – FLEMING FIELD (SGS)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2016	\$150,000
		\$
		\$
		\$
Total		\$150,000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and Locid) Receiving Transferred Entitlements: PIPESTONE MUNICIPAL (PQN)

Name of Receiving Airport's Sponsor: CITY OF PIPESTONE

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of November 1, 2016 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: _____

Title: _____

Date: _____

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor: *City of South St. Paul - South St. Paul Municipal Airport*

Name of Sponsor's Authorized Official: *Beth A. Baumann*

Title of Sponsor's Authorized Official: *Mayor*

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, _____, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of _____. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at _____ (City, State), this _____ day of _____, _____.

Signature of Sponsor's Attorney: _____