

City of South St. Paul

COUNCIL AGENDA

Monday, September 19, 2016

7:15 p.m.

Revised

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

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

7. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

A. City Council Meeting Minutes of September 6, 2016

B. Accounts Payable

C. Engineering Services Agreement with WSB for Water Model Update

D. Approval of 2017 Pay Ranges for Seasonal / Variable Hour Positions

E. Approve bid from DNL Builders LLC for dorm room remodel at SMFD

F. Business Licenses

G. BridgePoint Court (Project No. 2015-013) Final Compensating Change Order No. 1

9. PUBLIC HEARINGS:

- A. Declare Costs and Call for Public Hearing on Assessments for Bridgepoint Court Improvements (Project No. 2015-013)
- B. Declare Costs and Call for Public Hearing on Assessments for 2016 Mill & Overlay and Bituminous Removal and Replacement Projects (Project Nos. 2016-005 & 007)
- C. Declare Costs and Call for Public Hearing on Assessments for Oak Park Phase 3 Improvements (Project No. 2016-008)

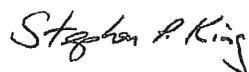
10. GENERAL BUSINESS:

- A. ~~MadFurther IUP - (removed)~~
- B. ~~TCT Building Addition/Variance - (removed)~~
- C. ~~Danner PUD/IUP - (removed)~~
- D. ~~Accessory Buildings 1st Reading - (removed)~~
- E. NRDD CPA and Zoning Amendment
- F. Ordinance Related to Residency of Sexual Offenders and Sexual Predators
- G. First Reading -- Interim Ordinance for New Telecommunication Towers and Antennas
- H. Approval of Purchase Agreement and Development Agreement with MidWestOne Bank for 900 Southview Blvd., 920 Southview Blvd. and 145 10th Avenue South

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

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

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Tuesday, September 6, 2016.

ROLL CALL:

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

Absent, Councilmember Podgorski

Also Present, City Administrator, Steve King
City Attorney, Kori Land
City Engineer, Chris Hartzell
City Clerk, Christy Wilcox
Airport Manager, Phillip Tiedeman

5) Presentations

- There were no presentations

6) Citizens' Comments

- Bernie Beerman discussed the McMorrow Field project and how the City is working with the School District.
- Jimmy Francis requested the City to look into the Southview Boulevard Design and remove the monuments and non-essential landscape items that might not be needed and also discussed grants at Fleming Field.
- Mike Mellas, 9296 9th Avenue South, discussed the number of Level III Offenders in the City and what options are available to the City.

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 6 ayes/0 nays

8) Consent Agenda

Moved by Hansen/Niederkorn

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

1. City Council meeting minutes of August 15, 2016
2. Resolution No. 2016-155, approving accounts payable

3. Resolution No. 2016-153, concurring with the issuance of a Lawful Gambling Exemption for Church of St. John Vianney
4. City Council meeting minutes of August 11, 2016
5. Resolution No. 2016-154, approving land lease at Fleming Field with Thomas L. Steinmueller
6. Business Licenses
7. Encroachment Agreement for a fence in the right-of-way at 458 8th Avenue South
8. Encroachment Agreement for an access ramp in the right-of-way at 1920 2nd Street North
9. Resolution No. 2016-156, concurring with the issuance of Lawful Gambling Exemption for Holy Trinity Church/School
10. Approve Professional Services Agreement with ARC Document Solutions for document management
11. Approve Joint Powers Agreement to provide recycling services
12. Resolution No. 2016-157, declaring certain City property as surplus and authorizing disposal or sale of surplus property
13. Resolution No. 2016-158, approving land lease at Fleming Field with Lewis Scherff
14. Resolution No, 2016-159, consenting to a 2017 tax levy adopted by the South St. Paul Housing and Redevelopment Authority (HRA)
15. Resolution No, 2016-160, approving a 2017 budget and certifying the preliminary 2017 tax levy adopted by the South St. Paul Economic Development Authority (EDA)
16. Resolution No. 2016-163, adoption of streetscape elements for Southview Boulevard & 3rd Avenue improvements final design (Project No. 2014-011)
17. Resolution No. 2016-77, approving land lease at the Fleming Field Airport with J.M. Mac Holdings, LLC
18. Resolution No. 2016-164, approving sublease at the Fleming Field Airport between J.M. Mac Holdings, LLC and Abtec Helicopters, LLC
19. Settlement agreement with Stacy Maier for replacement of a portion of concrete driveway pavement for the property at 2441 Francis Street

Motion carried 6 ayes/0 nays

9a) Budget – 2017 Tax Supported City Fund Budgets, Property Tax Levies

Moved by Seaberg/Niederkorn

MOVED: To adopt Resolution No, 2016-161, certifying the Preliminary 2017 Property Tax Levy to Dakota County and setting a date for a public hearing on the 2017 Tax Supported Budgets and Property Tax Levy.

Motion carried 6 ayes/0 nays

10a) Fourth Amendment to Sublease Agreement with BRS

Moved by Hansen/Niederkorn

MOVED: To adopt Resolution No. 2016-168, approving the Fourth Amendment to Airport Sublease Agreement between the City and Ballistic Recovery Systems, Inc.

Motion carried 6 ayes/0 nays

10b) Preliminary Approval to Issuance of General Obligation Airport Bonds

Moved by Seaberg/Flatley

MOVED: To adopt Resolution No. 2016-162, giving preliminary approval to the issuance of General Obligation Airport Bonds,

Motion carried 6 ayes/0 nays

11) Adjournment

Moved by Seaberg/Nieder Korn

MOVED: To adjourn the meeting at 8:07 p.m.

Motion carried ayes/0 nays

Approved: September 19, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 19, 2016

DEPARTMENT: Finance

ADMINISTRATOR: _____

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-170 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. 2016-170

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:	
124000-124150	\$ 844,800.19
2016294-2016307	<u>\$ 128,344.80</u>
Total	\$ 973,144.99

Adopted this 19th day of September, 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
124000	9/9/2016		4156 ABM EQUIPMENT & SUPPLY							
		1,271.96	PARTS FOR BUCKET TRUCK		42189	0148651-IN	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		3,105.00	LABOR		42189	0148651-IN	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>4,376.96</u>								
124001	9/9/2016		3739 ACCOUNTEMP							
		1,491.75	ANDERSON WEEKEND 8/26/16		42281	46539466	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,491.75	ANDERSON WEEKEND 8/26/16		42281	46539466	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>2,983.50</u>								
124002	9/9/2016		1019 ADVANTAGE							
		2,650.00	CLEANING SERVICES - CITY HALL		42238	011009012016	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		287.55	CLEANING SERVICES-PUBLICWORKS		42239	016309012016	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>2,937.55</u>								
124003	9/9/2016		4070 AGGREGATE INDUSTRIES-MWR, INC.							
		2,696.20	KAPOSIA LANDING		42190	706357205	40409.6220	201480	REPAIR & MAINTENANCE SUPPLIES	WATER TOWER
		<u>2,696.20</u>								
124004	9/9/2016		5073 ASCAP							
		.67	LIC FEE ADJ		42191	192000299218	10530.6471		DUES & SUBSCRIPTIONS	COMMUNITY AFFAIRS
		112.00	LICENSE FEE 9/16-12/16		42192	100004490741	10530.6471		DUES & SUBSCRIPTIONS	COMMUNITY AFFAIRS
		224.00	LICENSE FEE 1/17-8/17		42193	100004490742	10530.6471		DUES & SUBSCRIPTIONS	COMMUNITY AFFAIRS
		<u>336.67</u>								
124005	9/9/2016		1066 ASTECH							
		78,246.68	SEALCOATING STREETS		42194	16-253	10320.6221	201602	SEAL COATING & TREE MAIN	PUBLIC WORKS
		<u>78,246.68</u>								
124006	9/9/2016		4690 AT & T MOBILITY							
		1,662.21	PHONE/MDC CHARGES		42197	287251759715X08 252016	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		<u>1,662.21</u>								
124007	9/9/2016		4590 ATEC, LLC							
		3,587.26	NEW FORD OUTFIT		42195	1165	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		90.00	REPAIR K9 AND CSO		42196	1168	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		<u>3,677.26</u>								
124008	9/9/2016		3867 BARR ENGINEERING COMPANY							
		4,128.45	FCS - C SVCS THRU 8/15/2016		42198	23191151.02-6	40405.6530	201208	IMPR OTHER THAN BUILDING	FLOODWALL CONSTRUCTION

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124008	9/9/2016	4,128.45	3867 BARR ENGINEERING COMPANY						Continued...	
124009	9/9/2016	6,840.00	5978 BAUER SERVICES							
		350.00	GRAND AVE POLE REPAIR		42199	110	50615.6371		REPAIRS & MAINT CONTRACTUAL	STREET LIGHT UTILITY
		490.00	REPAIR/NORTH END LIFT STATION		42200	111	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		6,000.00	500 BLOCK OF 3RD AVE SOUTH		42201	112	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
124010	9/9/2016	319.50	6733 BESTER BROS TRANSFER & STORAGE CO, INC							
		159.75	MOVING CARTS		42303	3208	10125.6240		MINOR EQUIPMENT AND FURNITURE	HUMAN RESOURCES
		159.75	MOVING CARTS		42303	3208	10150.6240		MINOR EQUIPMENT AND FURNITURE	FINANCE
124011	9/9/2016	192,403.12	1111 BITUMINOUS ROADWAYS, INC.							
		96,201.56	PAY EST 2		42202	2 - PARTIAL	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		96,201.56	PAY EST 2		42202	2 - PARTIAL	40432.6371	201607	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
124012	9/9/2016	40,872.72	4235 CARL BOLANDER & SONS CO							
		1,320.00	425 S CONCORD DAK PREM RESTORE		42282	42747	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		39,552.72	455 HARDMAN BONFE SOIL DISPOSE		42283	42746	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
124013	9/9/2016	100.00	7356 CARLSON, EDDIE							
		100.00	LIFEGUARD CLASS		42311	9/1/2016	20250.4543		CSCC PROGRAMMING	CENTRAL SQUARE
124014	9/9/2016	650.00	1182 CHIEF / LAW ENFORCEMENT SUPPLY							
		650.00	PLASTIC BADGES		42203	202899	10210.6430		MISCELLANEOUS	POLICE PROTECTION
124015	9/9/2016	547.81	1203 COMMERCIAL ASPHALT CO							
		91.45	EXTEND BLEACHERPAD/HARMON PRK		42204	160815	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		456.36	800 BLOCK OF 5TH AVE SOUTH		42204	160815	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
124016	9/9/2016	3,129.08	1206 COMMISSIONER OF TRANSPORTATION							
		3,129.08	AIRPORT 20 HANGER UNIT PROJECT		42205	00000023237	20245.6602	200510	OTHER LONG TERM DEBT-PRINCIPAL	AIRPORT

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
Continued...										
124017	9/9/2016		1251 DAKOTA COUNTY PROPERTY TAXATION & RECORD							
		1,441.62	2016 TRUTH IN TAXATION COST		42284	TNT2016-29	10150.6430		MISCELLANEOUS	FINANCE
		<u>1,441.62</u>								
124018	9/9/2016		6672 DAKOTA LAWN CARE							
		490.00	200 MARIE		42285	3944	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		375.00	300 GRAND AVE		42286	3943	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		<u>865.00</u>								
124019	9/9/2016		1265 DANNER INC.							
		235,281.57	OP3 - PARTIAL 3		42287	3-PARTIAL	40432.6530	201608	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		<u>235,281.57</u>								
124020	9/9/2016		6701 DESCHANE, CHESTER							
		21.87	MILEAGE REIMBURSE 8/2-8/31/16		42206	083116	20284.6430		MISCELLANEOUS	DEVELOPMENT
		21.87	MILEAGE REIMBURSE 8/2-8/31/16		42206	083116	20292.6430		MISCELLANEOUS	REDISCOVER HOUSING
		<u>43.74</u>								
124021	9/9/2016		5071 DIDION CONTRACTING							
		64,008.63	ALLEY CATCH BASINS PAY EST 1		42207	1 - PARTIAL	50610.6371	201614	REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>64,008.63</u>								
124022	9/9/2016		5840 FLAGSHIP RECREATION							
		73.90	STEPS FOR NORTHVIEW POOL		42208	F6312	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>73.90</u>								
124023	9/9/2016		1444 FRONTIER AG & TURF							
		251.00	LIGHT KIT		42226	P93826	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>251.00</u>								
124024	9/9/2016		7352 FUCHS, JESSICA							
		100.00	REIMBURSE CANCELLED CLASS		42307	9/1/2016	20250.4543		CSCC PROGRAMMING	CENTRAL SQUARE
		<u>100.00</u>								
124025	9/9/2016		1472 GERRY'S FIRE & SAFETY INC							
		123.90	FIRE EXTINGUISHER SERVICE		42304	53134	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		<u>123.90</u>								
124026	9/9/2016		1473 GERTEN GREENHOUSES 2							
		95.85	SEEDING SOIL FOR WATER REPAIR		42209	408183/1	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		31.95	SEEDING SOIL/GRAND AVE HILL		42210	405819/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS

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
124026	9/9/2016		1473 GERTEN GREENHOUSES 2						Continued...	
		52.43	MULCH FOR GRAND AVE HILL		42211	406656/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		26.49	WEED PREVENTER GRAND AVE HILL		42212	406664/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		69.90	MULCH FOR GRAND AVE HILL		42213	406754/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		26.49	WEED PREVENTER GRAND AVE HILL		42214	4068071/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		69.90	MULCH FOR GRAND AVE HILL		42215	406816/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		69.90	MULCH FOR GRAND AVE HILL		42216	406883/1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		24.95	PULVERIZED LANDSCAPE TOPSOIL		42217	407291/1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		63.90	GREEN LOON LAWN SEEDING SOIL		42218	407714/1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>531.76</u>								
124027	9/9/2016		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		41.00	BUSINESS CARDS / SALMEY		42219	70492D	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		120.65	LETTERHEADS		42220	70445J	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		<u>161.65</u>								
124028	9/9/2016		4214 HEALTHPARTNERS GROUP HEALTH-WORKSITE							
		157.50	EAP AUGUST 2016		42221	W813019	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>157.50</u>								
124029	9/9/2016		1615 HUEBSCH OF MINNESOTA							
		11.35	BRUSHMATS AUGUST		42222	3708505	20260.6381		OTHER RENTALS	HOUSING GENERAL
		53.21	BRUSHMATS AUGUST		42223	3708495	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		53.21	BRUSHMATS AUGUST		42224	3715944	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		<u>117.77</u>								
124030	9/9/2016		7346 J.R. KING ENGINEERING							
		900.00	ENGINEERING EVAL OF RINK 1		42288	7/31/2016	20243.6302		PROFESSIONAL SERVICES	DOUG WOOG ARENA
		<u>900.00</u>								
124031	9/9/2016		6642 JOHNSON CONTROLS, INC							
		735.72	REPAIR CIRCULATING PUMP		42289	1-37682657830	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		<u>735.72</u>								
124032	9/9/2016		7347 JOSEPH, JOHN & JAMIE							
		1,450.00	SEWER SETTLEMENT AGREEMENT		42290	9/3/16 SEWER CLAIM	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		<u>1,450.00</u>								
124033	9/9/2016		1719 KAPOSIA TREE SERVICE							
		450.00	600 BLOCK 9TH AVE		42228	08122016	10320.6221	201604	SEAL COATING & TREE MAIN	PUBLIC WORKS

Council Check Register by GL
Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124033	9/9/2016		1719 KAPOSIA TREE SERVICE						Continued...	
		1,450.00	LORRAINE PARK		42229	08192016	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>1,900.00</u>								
124034	9/9/2016		1740 KIMLEY-HORN AND ASSOCIATES, INC.							
		1,964.98	ENG SVCS THRU 7/31/2016		42227	8193368	40432.6530	201611	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		<u>1,964.98</u>								
124035	9/9/2016		7351 LASKA, LUCAS							
		100.00	LIFEGUARD CLASS		42306	9/1/2016	20250.4543		CSCC PROGRAMMING	CENTRAL SQUARE
		<u>100.00</u>								
124036	9/9/2016		1832 LILLIE SUBURBAN NEWSPAPERS							
		122.00	APRTMENTS AVAIL 8/29-10/10/16		42230	031496-00013 8/29/16	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		122.00	APRTMENTS AVAIL 8/29-10/10/16		42230	031496-00013 8/29/16	50678.6341		ADVERTISING	JOHN CARROLLAPT BLDG
		<u>244.00</u>								
124037	9/9/2016		4378 LYNCH, MICHAEL W.							
		400.00	STARWATCH PARTY		42231	8/28/2016	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		<u>400.00</u>								
124038	9/9/2016		7348 MACH 1 TAPING & PAINTING LLC							
		34,470.00	PAINT & PAINTING OF BUILDING		42313	2528	40402.6371	BLD164	REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		<u>34,470.00</u>								
124039	9/9/2016		7355 MAMER, ALEX							
		100.00	LIFEGUARD CLASS		42310	9/1/2016	20250.4543		CSCC PROGRAMMING	CENTRAL SQUARE
		<u>100.00</u>								
124040	9/9/2016		5582 METRO PRODUCTS INC							
		21.80	SHOP SOLVANT		42232	119706	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>21.80</u>								
124041	9/9/2016		1939 MIDWAY FORD CO.							
		326.76	PARTS FOR POLICE SQUAD		42233	269763	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		217.46	PARTS RETURNED		42234	CM266508	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>109.30</u>								
124042	9/9/2016		6641 MINNESOTA PREMIER PUBLICATIONS							

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
124059	9/9/2016		2460 SHI						Continued...	
		3,054.00	VM BACKUP SOFTWARE		42297	B05380192	40402.6571	IT-112	COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		<u>3,054.00</u>								
124060	9/9/2016		6456 SILDA, JAMES							
		175.46	POLO STYLE UNDERARMOUR SHIRTS		42254	148022	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>175.46</u>								
124061	9/9/2016		7350 SMITH, JOSEPH							
		100.00	LIFEGUARD CLASS		42305	9/1/2016	20250.4543		CSCC PROGRAMMING	CENTRAL SQUARE
		<u>100.00</u>								
124062	9/9/2016		2558 STATE INDUSTRIAL PRODUCTS							
		244.23	DRAIN MAINTENANCE PROGRAM		42255	97925182	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>244.23</u>								
124063	9/9/2016		2585 STREICHER'S, INC.							
		211.96	BOOTS/PANTS/SOCKS/CLEANINGKIT		42256	I1224173	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>211.96</u>								
124064	9/9/2016		6504 SUSSEL CORPORATION							
		1,000.00	PERMIT SS020031		42300	SS020031	40410.2205		DEPOSITS	LOCAL IMPROVEMENT CONST
		<u>1,000.00</u>								
124065	9/9/2016		2608 TAHO SPORTSWEAR, INC							
		399.56	FOOTBALL JERSEYS		42257	16TF1793	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		<u>399.56</u>								
124066	9/9/2016		2696 TWIN CITY SAW CO.							
		32.99	COIL		42258	A22176	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>32.99</u>								
124067	9/9/2016		6710 USA SECURITY							
		300.00	OCT-DEC 2016 SERVICE		42259	12373980	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		300.00	OCT-DEC 2016 SERVICE		42260	12373979	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		<u>600.00</u>								
124068	9/9/2016		2751 VERIZON WIRELESS							
		33.76	POLICE 4G MOBILE		42261	9770809591	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		73.77	ENG IPADS		42261	9770809591	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		93.21	INSP & HOTSPOT		42261	9770809591	10420.6390		POSTAGE AND TELEPHONE	LICENSING & CODE ENFORCEMENT

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124071	9/16/2016		1440 FREEDOM SERVICES INC						Continued...	
		577.55			42404	0914161228553	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		577.55								
124072	9/16/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		393.52			42405	0914161228554	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		393.52								
124073	9/16/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		4,383.66			42397	09141612285510	10101.2175		OTHER RETIREMENT	GENERAL FUND
		4,383.66								
124074	9/16/2016		2008 NCPERS MINNESOTA							
		32.00			42408	0914161228557	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		32.00								
124075	9/19/2016		3739 ACCOUNTEMPS							
		1,550.25	WEEKENDED 8/26/2016 ANDERSON		42318	46586475	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,550.25	WEEKENDED 8/26/2016 ANDERSON		42318	46586475	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		3,100.50								
124076	9/19/2016		1016 ACE HARDWARE & PAINT							
		15.98	TAG PAPER WITH RING		42319	529318/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		15.98								
124077	9/19/2016		6677 ADVANCED DISPOSAL							
		376.62	TRASH SERVICE SEPT 2016		42387	G50004859612	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	NAN MCKAY APT BLDG
		244.92	TRASH SERVICE SEPT 2016		42387	G50004859612	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING	JOHN CARROLL APT BLDG
		621.54								
124078	9/19/2016		1035 AMERICAN HISTORY							
		43.95	1 YR SUBSCRIPTION RENEWAL		42388	9/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		43.95								
124079	9/19/2016		7373 ANDERSON, SETH							
		222.48	MILEAGE REIMBURSEMENT		42389	9/12/2016	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		222.48								
124080	9/19/2016		5978 BAUER SERVICES							
		1,881.00	REPAIR STORM ACCESS/MALDEN ST		42320	114	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		3,600.00	9TH AVE N & WARNER ROAD		42321	115	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY

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124080	9/19/2016	5,481.00	5978 BAUER SERVICES						Continued...	
124081	9/19/2016		6676 BDS LAUNDRY MANAGEMENT CO							
		731.62	LAUNDRY EQUIPMENT RENTAL JUNE		42390	V317302	50678.6371.120		MTNCE-MISCELLANEOUS	JOHN CARROLL APT BLDG
		548.71	LAUNDRY EQUIPMENT RENTAL AUG		42391	V320153	50677.6371.120		MTNCE-MISCELLANEOUS	NAN MCKAY APT BLDG
		548.71	LAUNDRY EQUIPMENT RENTAL SEPT		42392	V321748	50677.6371.120		MTNCE-MISCELLANEOUS	NAN MCKAY APT BLDG
		731.62	LAUNDRY EQUIPMENT RENTAL SEPT		42393	V321743	50678.6371.120		MTNCE-MISCELLANEOUS	JOHN CARROLL APT BLDG
		2,560.66								
124082	9/19/2016		1192 CITY OF ST. PAUL							
		1,250.00	PDI TRAINING/CROWD MANAGEMENT		42322	IN00017481	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		1,250.00								
124083	9/19/2016		2884 COMCAST							
		101.90	FOR WATER COMPUTER		42394	8772 10	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
						5950171666				
						9/2/16				
		101.90								
124084	9/19/2016		1206 COMMISSIONER OF TRANSPORTATION							
		300.35	005 BIT INSPECTIONS		42323	P00006132	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		300.35								
124085	9/19/2016		7374 CONSTRUCTION ACCESSORIES, INC.							
		550.00	GRD ROD EXTRACTOR HANDLE		42395	5443	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		550.00								
124086	9/19/2016		1219 CRAWFORD DOOR SALES COMPANY							
		184.50	REPAIR TO SALLYPORT DOOR		42324	23512	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		184.50								
124087	9/19/2016		1226 CULLIGAN WATER CONDITIONING							
		117.55	SALT FOR WATER SOFTENER		42325	157-98478332-2	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
						8/31/16				
		5.60	WELL #1		42326	157-13870001-6	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
						8/31/16				
		123.15								
124088	9/19/2016		1265 DANNER INC.							
		120.00	TRUCK DELIVERY OF CLASS 5		42327	77545	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS

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124088	9/19/2016		1265 DANNER INC.						Continued...	
		262.50	TRUCK DELIVERY FOR CLASS 5		42328	77546	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		439.38	CLASS 5		42329	77623	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		953.00	CLASS 5		42330	77636	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		34.38	9TH AVE NO & WENTWORTH AVE		42331	77759	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>1,809.26</u>								
124089	9/19/2016		1276 DELEGARD TOOL CO							
		246.94	GREASE GUN FOR PARKS		42332	120253	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		<u>246.94</u>								
124090	9/19/2016		1279 DEMCO, INC.							
		96.59	BOOK COVERS/LABELS/TAPE		42411	5934123	20230.6201		OFFICE SUPPLIES	LIBRARY
		160.03	BOOK COVERS & MENDING SUPPLIES		42412	5950406	20230.6201		OFFICE SUPPLIES	LIBRARY
		<u>256.62</u>								
124091	9/19/2016		6789 DOODY, STEVE							
		55.00	8/29/2016		42413	082916	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		55.00	HRA COMMISSIONERS MEETING		42414	091216	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		<u>110.00</u>								
124092	9/19/2016		2909 EMERSON, GEORGE, JR.							
		208.44	MILEAGE REIMBURSEMENT		42417	09122016	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		<u>208.44</u>								
124093	9/19/2016		1359 ENTERTAINMENT WEEKLY							
		67.50	1 YR SUBSCRIPTION RENEWAL		42418	9/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>67.50</u>								
124094	9/19/2016		1380 FACTORY MOTOR PARTS CO							
		122.48	PART FOR FORKLIFT		42333	1-5051825	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		50.34	DEGREASER		42334	1-5054983	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>172.82</u>								
124095	9/19/2016		1400 FERGUSON WATERWORKS #2516							
		460.01	METER		42335	0205974	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>460.01</u>								
124096	9/19/2016		4725 FIRST SUPPLY LLC - TWIN CITIES							
		60.75	REPAIR KIT & SAFETY GLASSES		42336	1404140-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		95.15	HACKZALL		42337	1404268-00	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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124105	9/19/2016		6659 HAB INC						Continued...	
		125.00	DATA BASE ENGINE UPGRADE		42343	0070129-IN	50677.6375.2		OTHER CONTR SVCS-SOFTWARE SUP	NAN MCKAY APT BLDG
		125.00	DATA BASE ENGINE UPGRADE		42343	0070129-IN	50678.6375.2		OTHER CONTR SVCS-SOFTWARE SUP	BOHN CARROLL APT BLDG
		<u>250.00</u>								
124106	9/19/2016		1556 HAWKINS, INC.							
		1,567.30	HYDROFLUOSILICIC ACID		42344	3940781 RI	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>1,567.30</u>								
124107	9/19/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		334.00	DEHUMIDIFIER		42345	9148355560	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		131.38	VERTICAL BLINDS		42346	9148573942	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		131.38	VERTICAL BLINDS		42346	9148573942	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>596.76</u>								
124108	9/19/2016		1582 HIGHLIGHTS HIGH FIVE							
		34.44	1 YR SUBSCRIPTION RENEWAL		42424	9/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>34.44</u>								
124109	9/19/2016		7375 HIGHTLIGHTS HELLO							
		34.44	1 YR SUBSCRIPTION RENEWAL		42423	9/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		<u>34.44</u>								
124110	9/19/2016		6671 IMAGE BUILDERS GENERAL CONTRACTOR, INC							
		472.50	UNIT TURNAROUND #313		42347	082216A	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		478.60	UNIT TURNAROUND #813		42348	082216B	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		<u>951.10</u>								
124111	9/19/2016		1650 INGRAM LIBRARY SERVICES							
		17.39	AF-ADULT FICTION BOOKS		42465	94569797	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		260.46	AF-ADULT FICTION BOOKS		42466	94035111	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		47.03	AF-ADULT FICTION BOOKS		42467	94064260	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		91.61	AF-ADULT FICTION BOOKS		42468	94091463	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		127.84	AF-ADULT FICTION BOOKS		42469	94148719	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		14.39	AF-ADULT FICTION BOOKS		42470	94170258	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		45.56	AF-ADULT FICTION BOOKS		42471	94202136	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		175.46	AF-ADULT FICTION BOOKS		42472	94268055	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		20.39	AF-ADULT FICTION BOOKS		42473	94327516	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.58	AF-ADULT FICTION BOOKS		42474	94419161	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		204.09	AF-ADULT FICTION BOOKS		42475	94430500	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		63.96	AF-ADULT FICTION BOOKS		42476	94457623	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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		348.35	AF-ADULT FICTION BOOKS		42477	94530483	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		28.89	ANF-ADULT NONFICTION BOOKS		42478	94091470	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		65.60	ANF-ADULT NONFICTION BOOKS		42479	94202142	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		153.34	ANF-ADULT NONFICTION BOOKS		42480	94356422	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.16	ANF-ADULT NONFICTION BOOKS		42481	94457632	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		28.59	C-CHILDRENS BOOKS		42482	94091464	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		140.75	C-CHILDRENS BOOKS		42483	94091465	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.99	C-CHILDRENS BOOKS		42484	94091466	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		7.62	C-CHILDRENS BOOKS		42485	94091467	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		14.28	C-CHILDRENS BOOKS		42486	94091468	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		45.51	ANF-ADULT NONFICTION BOOK		42487	94091469	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		198.17	C-CHILDRENS BOOKS		42488	94091469	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		3.57	C-CHILDRENS BOOKS		42489	94202137	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.17	C-CHILDRENS BOOKS		42490	94202138	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		42491	94202139	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.39	C-CHILDRENS BOOKS		42492	94202140	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		116.97	C-CHILDRENS BOOKS		42493	94202141	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		113.53	C-CHILDRENS BOOKS		42494	94244830	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		86.54	ANF-ADULT NONFICTION BOOKS		42495	94294597	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		195.53	C-CHILDRENS BOOKS		42496	94294597	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		75.23	C-CHILDRENS BOOKS		42497	94343834	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.19	C-CHILDRENS BOOKS		42498	94356419	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.39	C-CHILDRENS BOOKS		42499	94356420	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		42500	94356421	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		254.70	C-CHILDRENS BOOKS		42501	94393266	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.78	C-CHILDRENS BOOKS		42502	94457624	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		11.99	C-CHILDRENS BOOKS		42503	94457625	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		5.98	C-CHILDRENS BOOKS		42504	94457626	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.80	C-CHILDRENS BOOKS		42505	94457627	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		18.94	C-CHILDRENS BOOKS		42506	94457628	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		42507	94457629	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		2.99	C-CHILDRENS BOOKS		42508	94457630	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		52.40	C-CHILDRENS BOOKS		42509	94457631	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		17.87	C-CHILDRENS BOOKS		42510	94475499	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		4.77	300 BOOKS - SPANISH TITLE		42511	94367787	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		3,141.71								
124112	9/19/2016		6642 JOHNSON CONTROLS, INC							
		1,241.25	SERVICE SEPT-NOV 2016		42416	1-37754484654	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		1,241.25	SERVICE SEPT-NOV 2016		42416	1-37754484654	50678.6371.020		MTNCE-HEATING/COOLING	JOHN CARROLL APT BLDG

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124112	9/19/2016	2,482.50	6642 JOHNSON CONTROLS, INC						Continued...	
124113	9/19/2016		1757 KNOWLANS SUPER MARKETS INC.							
		52.82	SUMMER PROGRAM		42349	9333	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		26.58	SUMMER PROGRAM		42350	9768	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		8.99	SUMMER PROGRAM		42351	8792	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		88.39								
124114	9/19/2016		1832 LILLIE SUBURBAN NEWSPAPERS							
		55.13	ORD 1307 & 1308		42352	001509 8/31/16	10140.6341		ADVERTISING	CITY CLERK
		551.25	SUM FIN REPORT		42352	001509 8/31/16	10150.6341		ADVERTISING	FINANCE
		77.18	9-7 PC & TEMP HOUSING		42352	001509 8/31/16	10410.6341		ADVERTISING	PLANNING & ZONING
		102.90	TRANSFER PROJ & MIDWEST BANK		42352	001509 8/31/16	20280.6341		ADVERTISING	ECON DEV GENERAL
		95.56	DISPOSE 2 PROP-IGLESIAS & 930		42352	001509 8/31/16	20292.6341		ADVERTISING	REDISCOVER HOUSING
		28.18	2015 TAX INCREM STMNT		42352	001509 8/31/16	40490.6341		ADVERTISING	CONCORD TIF
		28.18	2015 TAX INCREM STMNT		42352	001509 8/31/16	40491.6341		ADVERTISING	STOCKYARDS TIF
		28.17	2015 TAX INCREM STMNT		42352	001509 8/31/16	40492.6341		ADVERTISING	4TH AVE VILLAGE TIF
		16.54	REV AGENCY PLAN		42352	001509 8/31/16	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		16.54	REV AGENCY PLAN		42352	001509 8/31/16	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		999.63								
124115	9/19/2016	201.39	1864 MACQUEEN EQUIPMENT INC.							
		201.39	VACTOR TRUCK #315		42354	PO1165	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
124116	9/19/2016		1911 MENARDS, INC-WEST ST PAUL							
		81.17	FOR KAPOZIA LANDING		42426	19044	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		10.14	SPRAY BOTTLES		42427	19452	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		20.39	SPACKLING/WALL ANCHOR/SPONGE		42428	19613	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		29.97	PRO TANK SPRAYER		42429	19635	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		141.67								
124117	9/19/2016		1949 MIDWEST TAPE							
		74.99	BOOK ON CD		42433	94244902	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		12.99	MUSIC ON CDs		42434	94258928	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		36.97	MUSIC ON CDs		42434	94258928	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		17.99	MUSIC ON CDs		42435	94278742	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		94.98	BOOKS ON CD		42436	94244779	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		39.99	BOOKS ON CD		42437	94244901	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		79.98	BOOKS ON CD		42438	94269545	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

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

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124141	9/19/2016		2562 STATE SUPPLY COMPANY						Continued...	
124142	9/19/2016		2592 SUNSET							
		29.00	1 YR SUBSCRIPTION RENEWAL		42456	9/1/2016	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		29.00								
124143	9/19/2016		2620 TEAM SPORTING GOODS							
		204.64	FOOTBALL EQUIPMENT		42377	AAH070435	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		204.64								
124144	9/19/2016		4872 UNITED RENTALS (NORTH AMERICA), INC							
		2,079.57	PUMP FOR ROLLER		42378	139951002-001	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,079.57								
124145	9/19/2016		6710 USA SECURITY							
		193.75	CAMERA REPAIR/PARKING LOTS		42457	12373887	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		193.75								
124146	9/19/2016		2751 VERIZON WIRELESS							
		26.02	AIR CARD		42379	9771145601	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		205.13	CONNECTION PH3/17TH TANK/IPADS		42458	9771187782	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		231.15								
124147	9/19/2016		2810 WESTON WOODS							
		18.95	SPANISH BOOK/CD		42459	13672372	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		18.95								
124148	9/19/2016		6639 WHEELCO BREAK & SUPPLY, INC.							
		10.20	STUDS FOR NORTHVIEW POOL		42380	5262090050	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		44.18	PARTS FOR TRUCK #315		42381	5262420025	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		54.38								
124149	9/19/2016		2844 WSB & ASSOC INC							
		3,053.01	MCMORROW PLANS & SPECS #9		42382	9	40429.6302	201490	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		5,710.05	KAPOSIALANDING PLANS&SPECS #27		42383	27	40429.6302	201480	PROFESSIONAL SERVICES	PARK REFERENDUM PROJS
		8,763.06								
124150	9/19/2016		2849 XCEL ENERGY							
		15,606.29	WATER AUGUST		42384	515253703	50605.6385		UTILITY SERVICE	WATER UTILITY
		31.23	STREET LIGHT UTILITY FUND		42384	515253703	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		317.08	PARKS AUGUST		42385	515251731	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE

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
2016301	9/16/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)						Continued...	
2016302	9/2/2016		1559 HEALTHPARTNERS							
		221.11	HRA REIMBURSEMENT		42314	08/24-08/30/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>221.11</u>								
2016303	9/6/2016		6037 HEALTHPARTNERS-DENTAL							
		482.83	DENTAL CLAIMS PAID		42315	08/25-08/31/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>482.83</u>								
2016304	9/12/2016		6037 HEALTHPARTNERS-DENTAL							
		119.45	DENTAL CLAIMS PAID		42316	09/01-09/07/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>119.45</u>								
2016305	9/9/2016		1559 HEALTHPARTNERS							
		47.00	HRA REIMBURSEMENT		42317	08/31-09/07/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>47.00</u>								
2016306	9/16/2016		1559 HEALTHPARTNERS							
		57.33	HRA REIMBURSEMENT		42513	09/08-09/13/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>57.33</u>								
2016307	9/7/2016		6537 FDGL LEASE PAYMENT							
		30.00	CC MACHINE LEASE		42514	160907	10315.6412		CREDIT CARD/ACH/BANK FEE	ENGINEERING
		20.00	CC MACHINE LEASE		42514	160907	10520.6412		CREDIT CARD/ACH/BANK FEE	PARKS ADMINISTRATION
		60.00	CC MACHINE LEASE		42514	160907	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		10.00	CC MACHINE LEASE		42514	160907	20250.6412		CREDIT CARD/ACH/BANK FEE	CENTRAL SQUARE
		<u>30.00</u>	CC MACHINE LEASE		42514	160907	50600.6412		CREDIT CARD/ACH/BANK FEE	UTILITY ADMINISTRATION
		<u>150.00</u>								
		<u>973,144.99</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	844,800.19
EFT Payments	<u>128,344.80</u>
Total Payments	973,144.99



CITY COUNCIL AGENDA REPORT

DATE: September 19, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-C

AGENDA ITEM: Engineering Services Agreement with WSB for Water Model Update

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-169 APPROVING AN ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY AND WSB & ASSOCIATES, INC. FOR WATER SYSTEM MODEL UPDATE.

OVERVIEW:

In January 2015, the City's consulting engineering firm, WSB & Associates, Inc., completed a drinking water distribution system model (water model) to confirm the adequacy of the existing water distribution system, meet short-term and long-term water demands, and plan for improving and maintaining the drinking water system. The recommended water model improvements included construction of several larger diameter water main pipes throughout the City in order to provide capacity, reduce head loss and pressure fluctuations.

The Public Works Department has made a number of changes to how water is distributed throughout the City since the completion of the study including, modification of the pressure and installations of variable frequency drives (VFDs) at the well houses, adjustment of valves, and modification of the booster stations. This work has significantly reduced the pressure fluctuations in the water main distribution system.

The Engineering Department is currently planning and designing several projects that have recommended system improvements to upsize the watermain including the Southview Boulevard and 5th Avenue Improvement projects. An update to the drinking water distribution system model is needed to confirm the results of the January 2015 water model and the associated recommended watermain pipe sizes. A potential reduction in the sizing of the watermain could lead to significant construction cost savings. The updates to the water model is best facilitated by a consulting engineering firm due to the required specialized knowledge of the modeling software. Staff believes that authorizing a contract with WSB & Associates is the most cost effective approach (Attachment A: Engineering Services Agreement).

RECOMMENDATION:

Staff recommends awarding the contract to WSB & Associates, Inc., for engineering consulting services to update the City's water system model in an amount not to exceed \$10,000.

SOURCE OF FUNDS:

Sufficient funds are available in the Watermain Enterprise Funds.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of September, 2016, by and between the City of South St. Paul, 125 – 3rd Avenue North, South St. Paul, Minnesota 55075, ("City") and WSB, 477 Temperance Street, Saint Paul, MN 55101. ("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"), at a cost not to exceed \$10,000.00 at the rates and for the services as defined in the following document:
 - i. WSB Proposal to Provide Professional Engineering Services for Water System Model/Report Update and Distribution System Evaluation dated August 24, 2016, incorporated herein as Exhibit 1;

(Hereinafter "Exhibit.")

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 shall be from contract execution for approximately 90 days or until all work is completed. 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, City Engineer, to act as the City's representative with respect to the Services to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

9. PROJECT MANAGER AND STAFFING. The Consultant has designated:
Greg Johnson
Water/Wastewater Group Manager
d: 751.286.8466

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

10. INDEMNIFICATION.

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

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

- a. General Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence, pursuant to Minnesota Statutes, Section 466.04, or as may be amended;
- b. Professional Liability Insurance, with a limit of \$2,000,000 for any number of claims arising out of a single occurrence.
- c. Workers' Compensation Insurance in accordance with statutory requirements.
- d. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

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

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

If to City: City of South St. Paul
 125 – 3rd Ave. N.
 South St. Paul, MN 55075
 Attention: Chris Hartzell, City Engineer

Or e-mailed: chartzell@southstpaul.org

If to Consultant:
 WSB
 477 Temperance Street
 Saint Paul, MN 55101
 Greg Johnson

Or emailed: gjohnson@wsbeng.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

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

CITY OF SOUTH ST. PAUL

WSB & ASSOCIATES, INC.

By: Beth Baumann, Mayor
Date: _____



By: Greg F. Johnson
Date: 9/1/16

By: Christy Wilcox, City Clerk
Date: _____



Exhibit 1

477 Temperance Street | St. Paul, MN 55101 | (651) 286-8450

August 24, 2016

Mr. Chris Hartzell, PE
City Engineer
City of South St. Paul
400 E. Richmond
South St. Paul, MN 55075

Re: Proposal to Provide Professional Engineering Services for Water System Model/Report Update and Distribution System Evaluation

Dear Mr. Hartzell:

WSB & Associates, Inc. (WSB) is pleased to present this proposal to the City of South St. Paul (City) to provide professional engineering services to update the water system model, update the Drinking Water Distribution System Model report dated January 2015, and evaluate the water distribution system issues identified by the City.

PROJECT APPROACH/SCOPE OF SERVICES

WSB's project scope and proposed work plan is based on our understanding of the project and experience on similar projects. Several water system issues were identified by the City and the following major tasks will be performed in updating the City's WaterCAD model, updating the Drinking Water Distribution System Model report, and evaluating the water system issues.

Available Information

WSB currently has the following information:

- GIS data for existing ground elevations and parcel data.
- 2008 Water Supply and Distribution Plan
- WaterCAD model including trunk water mains, some distribution mains, towers, and treatment.
- Drinking Water Distribution System Model report dated January 2015

This information will be used to update the WaterCAD model and report for evaluation of the water system issues. Additional information will be required to complete the model which is listed below.

City Tasks

In order to complete our tasks, we request the City to provide the following:

- A designated project contact person

- 2010 to 2015 water system pumping records and water sales data (billing records per customer category)
- A comprehensive list of all infrastructure and operating improvements the City has made since January 1, 2015

Project management is included in each project undertaken by WSB and is included in the tasks below. This consists of project management and communication with the City during the project. Proper project management will help keep all affected parties routinely updated and informed regarding project issues as well as keeping the project on schedule and within budget.

Task 1: Update model with system improvements

Task 2: Analyze consumption trends

Task 3: Update average demands per type of land use

Task 4: Update maximum daily and peak hourly demands

Task 5: Update computer model of distribution system

Task 6: Hydrant Field Testing

Task 8: Evaluate current deficiencies in water system model (existing model only)

Task 9: Make recommendations for improvements

Task 10: Update water system report and figures

FEES

The proposed work plan as proposed herein will be completed on an hourly basis with a not-to-exceed fee of \$10,000.00. We have attached a spreadsheet with our estimated hours for each task. The estimated maximum fee will not be exceeded without prior authorization from the City. Any additional services requested which are beyond the scope of work can be provided and charged at the hourly rates in effect for the individuals performing the work, after authorization by the City.

SCHEDULE

WSB will complete all tasks within 90 days of receipt of a written authorization. Task deliverables will be provided to the City as they are completed.

This represents our total understanding of the project and proposed scope of services. Should the City request additional services outside of the above scope of services, we will work with you to establish a revised scope and fee. Please contact me at your convenience at 651-286-8466 if you have any questions or concerns relating to this proposal as presented. We appreciate the opportunity to assist you and your staff with the completion of this project.

Mr. Hartzell
August 24, 2016
Page 3

Sincerely,

WSB & Associates, Inc.

A handwritten signature in black ink, appearing to read "Greg F. Johnson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Greg F. Johnson, PE
Water/Wastewater Group Manager

Attachments

cc: Erin Heydinger, WSB & Associates, Inc.
Ray Theiler, WSB & Associates, Inc.
Justin Messner, PE, WSB & Associates, Inc.



**Water Distribution WaterCAD Model Update
Proposed Estimate of Hours and Fees for
Design Phase Services
City of South St. Paul, MN**



Task	Project Manager (Greg Johnson)	Project Engineer (Erin Heydinger)	Project Engineer (Ray Theiler)	GIS Technician	Office Technician	Total Hours
1	2	4				6 \$ 684
2		2				2 \$ 184
3		4				4 \$ 368
4		4				4 \$ 368
5		30				30 \$ 2,760
6		8	8			16 \$ 1,416
7	2	10				12 \$ 1,236
8	4	4				8 \$ 1,000
9	2	12		4	2	20 \$ 1,926
Total WSB Staff Estimated Hours and Total Phase Fee	10	78	8	4	2	102
Hourly Billing Rate	\$ 158.00	\$ 92.00	\$ 85.00	\$ 89.00	\$ 75.00	
Total Fee by Labor Classification	\$ 1,580.00	\$ 7,176.00	\$ 680.00	\$ 356.00	\$ 150.00	
Total Proposed Fee (Hourly + Subconsultants)						\$ 9,950



City Council Agenda Report

Date: September 19, 2016

Department: Human Resources

Administrator: 

8 - D

Agenda Item: Approve 2017 Pay Ranges for Seasonal/Variable Hour Positions

Action to be considered:

Motion to approve the 2017 Pay Range for seasonal/variable positions.

Overview:

Staff reviews the pay range structure for all seasonal/variable hour positions on an annual basis. When reviewing pay ranges, staff compares pay of same/similar jobs in cities of comparable size and infrastructure and cities located in Dakota County. In addition to reviewing pay rates of comparable cities, the minimum wage for the State of Minnesota increased to \$9.50 per hour, effective August 1, 2016.

Staff has reviewed the pay ranges and is recommending approval of the *attached 2017 Seasonal/Variable Pay Range* structure. The major changes to the 2017 pay range structure include compliance with minimum wage requirements and adjusting the pay steps to be a percentage derivative of the top step. Prior years pay steps were separated by a set amount that typically ranged between 25 to 50 cents per step. Setting the steps to a percentage derivative of the top step allows for step equality across all jobs. Pay steps for regular fulltime personnel are also set as a percentage derivative of the top step.

Staff recommends approval of the Seasonal/Variable Hour Pay Range for calendar year 2017. Thereafter, increases to the seasonal/variable hour pay ranges occur after annual review of pay ranges and only if the market deems adjustments are necessary.

Source of Funds:

Each department budgets for seasonal/variable hour positions.

2017 Seasonal/Variable Hour Pay Grid
Effective January 1 - December 31, 2017

Position	Job Number	Step 1 (91%)	Step 2 (94%)	Step 3 (97%)	Step 4 (100%)
Concession Worker	46000	9.56	9.88	10.19	10.51
Ice Arena Attendant	46001	9.56	9.88	10.19	10.51
Outdoor Warming House Attendant	46002	9.56	9.88	10.19	10.51
Gymnastics Assistant	46003	9.56	9.88	10.19	10.51
Playground/Preschool Assistant	46004	9.56	9.88	10.19	10.51
Youth Sports Assistant	46005	9.56	9.88	10.19	10.51
Child Watch	46006	10.26	10.60	10.94	11.28
Summer Playhouse Actor	46007	10.26	10.60	10.94	11.28
Compost Site Worker	46008	10.26	10.60	10.94	11.28
Meter Reader	46009	10.26	10.60	10.94	11.28
Building/Office Attendant	46010	10.73	11.08	11.43	11.79
Playground/Preschool Leader	46011	10.73	11.08	11.43	11.79
Summer Playhouse - Director	46012	10.73	11.08	11.43	11.79
Lifeguard	46013	10.73	11.08	11.43	11.79
WSI Assistant	46014	10.73	11.08	11.43	11.79
Maintenance Worker Aide	46015	11.83	12.22	12.61	13.00
Zamboni Driver/Ice Arena Operations	46016	12.29	12.69	13.10	13.50
Playground/Preschool Supervisor	46017	11.89	12.28	12.68	13.07
Gymnastics Instructor	46018	12.97	13.40	13.82	14.25
WSI Instructor	46019	13.29	13.73	14.17	14.61
Youth Sports Instructor	46020	12.97	13.40	13.82	14.25
Park Patrol	46021	12.83	13.25	13.67	14.09
Ice Technician	46022	12.97	13.40	13.82	14.25
Swimming Pool Asst. Manager	46023	12.97	13.40	13.82	14.25
Intern	46024	13.65	14.10	14.55	15.00
Swimming Pool Coordinator	46025	14.22	14.69	15.16	15.63
Youth Sports Coordinator	46026	14.22	14.69	15.16	15.63
Gymnastics Lead Instructor	46027	18.20	18.80	19.40	20.00
Exercise/Fitness Instructor	46028	20.52	21.20	21.87	22.55
Personal Trainer - CSCC	46029	40.00	50.00	60.00	
Youth Sports Referee	46030	\$17.00 per game			
Hockey Game Attendant	46031	\$25.00 per game			
Groundskeeper	45801	14.00			



CITY COUNCIL AGENDA REPORT

DATE: Sept 19, 2016

DEPARTMENT: Public Works

ADMINISTRATOR: _____

SPK

8-E

AGENDA ITEM: Approve bid from DNL Builders LLC for dorm room remodel at SMFD

ACTION TO BE CONSIDERED:

Motion to approve the bid form DNL Builders, LLC for the dorm room remodel at SMFD in the amount of \$15,450.

OVERVIEW:

The 2016 capital improvement program has \$25,000 ear marked for improvements to the South Metro Fire Department dorm rooms. The existing dorm rooms are in need of upgrades such as replacing curtain covered entrances with doors for privacy in a male and female shared facility.

- DNL Builders, LLC – \$15,450
- Steenberg Specialties, LLC – \$16,662

Staff is recommending the bid be awarded to the low bidder DNL Builders, LLC in the amount of \$15,450 for SMFD dorm room remodels.

SOURCE OF FUNDS:

2016 Capital Improvement Plan (CIP)

DNL Builders LLC

8080 Dana Path
Inver Grove Heights, Mn 55076

Estimate

Date	Estimate #
12/18/2015	2133

Name / Address
City of SSP Fire Dept. 125 3rd Ave. N So St Paul, Mn 55075

Project

Description	Total
Demo any drywall and carpet base for new walls	300.00
Frame 64' new interior 9'-4" steel stud walls	2,100.00
Install new 5/8" drywall both sides of new walls	1,400.00
Tape mud and sand 3 coats on new walls	1,300.00
Paint new walls and blend into existing walls	1,450.00
Install 6 new 3-0x7-0 Hollow Metal door frames and 6 new prefinished wood doors with hinges, passage lever and kick plate	6,700.00
Paint 6 new door frames	850.00
Install carpet base on hallway side of walls	300.00
Install new vinyl base on inside of 6 new rooms	1,050.00
ESTIMATE	Total
	\$15,450.00

Signature _____

Steenberg Specialties, LLC
 7257 Bester Avenue
 Inver Grove Heights, MN 55076

Proposal

Date	Estimate #
4/21/2015	2199

Name / Address
South Metro Fire Department Attn: Jeff Blomseth 310 Marie Avenue South St. Paul, MN 55075

Ship To
South Metro Fire Department Attn: Jeff Blomseth 310 Marie Avenue South St. Paul, MN 55075

Description	Cost	Terms
		Due on receipt
		Total
Install Dividing Walls for 6 dorm rooms Materials, Labor & Permit to enclose 6 rooms Each wall enclosure will consist of steel stud construction, floor to ceiling tile grid 5/8 drywall on both sides Electrical outlets installed per code Each dorm room will have a 2-6 solid core oak veneer door with oak frame and casing Door handles will be ADA handles with bedroom lock, no key Paint all new walls with 2 coats of paint Paint living room and hallway area Install carpet base to match as close as possible to existing Add heat and cool supply to two interior dorm rooms and return air tile in all 6 dorm rooms *If any obstructions are found during construction, additional fees may apply, will be discussed before proceeding. OPTION - Insulate new walls for sound (Additional \$935) OPTION - ALLOWANCE for installing horn strobe in all 6 dorm rooms (Additional \$1,170) 50% deposit to start, Balance due upon completion	16,662.00	16,662.00
Total		

If work is not started within 60 days the proposal may be withdrawn.

Phone #	Fax #	E-mail
651-248-9584		steenbergspecialties@hotmail.com



CITY COUNCIL AGENDA REPORT
DATE: SEPTEMBER 19, 2016
DEPARTMENT: Licensing & Code Enforcement Division
ADMINISTRATOR: SPK

8-F

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

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

The following new applications are also listed on the attachment:

<u>License Type</u>	<u>Applicant</u>	<u>Property Address</u>
Rental Housing	Marcus Magdy Gabrawy	423 1 st Ave S
Rental Housing	Jenna and Andrew Held	840 3 rd Ave S
Rental Housing	Salvador Gonzalez-Gutierrez	404 Chestnut St
Restaurant	Wishfull, LLC; Steve Raab	229 13 th Ave S

SOURCE OF FUNDS:

N/A

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, SEPTEMBER 19, 2016**

Acct. No.	Company/Applicant	License No.	License Type	Status	Expires	Address	Detail
14492	Fairfield Investments	00004560	Rental Housing	A	05/31/2017	252 1st Ave S	
14931	Marcus Magdy Gabrawy	00005525	Rental Housing	A	05/31/2017	423 1st Ave S	
14935	Jenna and Andrew Held	00005536	Rental Housing	P	05/31/2017	840 3rd Ave S	Pending Background Investigation
14920	Salvador Gonzalez-Gutierrez	00005474	Rental Housing	A	05/31/2017	404 Chestnut St	
14936	Wishfull, LLC; Steve Raab	00005539	Restaurant	A	05/31/2017	229 13th Ave S	
14837	Argument of The Month	00005537	Temp Intoxicating Liquor License	A	10/12/2016	408 3rd St N	1 Day Event
14837	Argument of The Month	00005531	Temp Intoxicating Liquor License	A	11/09/2016	408 3rd St N	1 Day Event
14837	Argument of The Month	00005532	Temp Intoxicating Liquor License	A	01/11/2017	408 3rd St N	1 Day Event
14837	Argument of The Month	00005533	Temp Intoxicating Liquor License	A	03/15/2017	408 3rd St N	1 Day Event
14837	Argument of The Month	00005534	Temp Intoxicating Liquor License	A	04/12/2017	408 3rd St N	1 Day Event
14837	Argument of The Month	00005535	Temp Intoxicating Liquor License	A	05/10/2017	408 3rd St N	1 Day Event
14660	South St. Paul Lions Club (On The Road Again)	00005529	Temp 3.2 Liquor License	A	10/02/2016	835 Southview Blvd	1 Day Event



CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 19, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-G

AGENDA ITEM: BridgePoint Court (Project No. 2015-013) Final Compensating Change Order No. 1

ACTION TO BE CONSIDERED:

Motion to approve Final Compensating Change Order No. 1 for an increase of \$10,537.72 to the original contract amount of \$259,337.50 with Ryan Contracting, Co. for BridgePoint Court Improvements (Project No. 2015-013) project, resulting in a final contract amount of \$269,875.22.

OVERVIEW:

On March 7, 2016, the City Council awarded the BridgePoint Court Improvements project to Ryan Contracting, Co. for a contract amount of \$259,337.50. After the award of contract, but before the start of construction, staff notified Ryan Contracting, Inc. that the scope of the improvements will need to be modified to provide for a future connection of sidewalk along BridgePoint Way and to increase pedestrian safety at the intersection of BridgePoint Court and BridgePoint Way. These changes consisted of necessary modifications to the concrete curb and gutter radii at the intersection, the addition of pedestrian ramps and truncated domes to provide for Americans with Disabilities Act (ADA) accessibility, and minor relocation of storm sewer catch basins. The contract quantities were modified from the original as-bid quantities to complete the necessary work.

The lowest responsibility bidder's proposal form in the construction contract was awarded based on the Engineer's estimate of the materials needed to complete the improvement. The final compensating change order adjusts the final contract price to align with the unit price quantities constructed in the field (Attachment A – Final Compensating Change Order No. 1).

RECOMMENDATION:

Staff recommends the City Council consider approving Final Compensating Change Order No. 1 in the amount of \$10,537.72 for a total contract amount of \$269,875.22 to Ryan Contracting, Co.

SOURCE OF FUNDS:

Sufficient funds are available from a combination of sewer, water, and storm sewer enterprise funds and assessments in the amount of \$269,875.22.

FINAL COMPENSATING CHANGE ORDER NO. 1

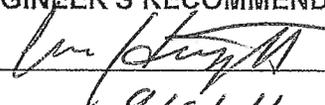
City Project No. 2015-013 Date: 09/09/16
Name of Project: Bridgepoint Court Improvements Original Agmnt. Date: 03/21/16
Owner: City of South St. Paul
Contractor: Ryan Contracting, Co.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE: \$259,337.50
Current CONTRACT PRICE adjusted by previous CHANGE ORDER: N/A
The CONTRACT PRICE due to this CHANGE ORDER will be ~~de~~creased by: \$10,537.72
The new CONTRACT PRICE including this CHANGE ORDER will be: \$269,875.22

The CONTRACT TIME will be increased/decreased by 0 calendar days.
The date for completion of all work will be 08/01/16

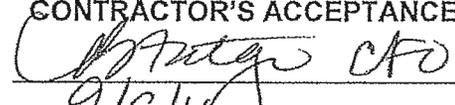
CITY ENGINEER'S RECOMMENDATION:

By: 
Date: 9/9/16

OWNER'S ORDER:

By: _____
Date: _____

CONTRACTOR'S ACCEPTANCE:

By:  CFO
Date: 9/9/16

The Justification for this CHANGE ORDER is attached.

2015-013 Final Compensating Change Order #1 Justification

Change Order #1 is a final compensating change order for the Bridgepoint Court Improvements (2015-013) Project. The project has been completed. The compensating change order adds and subtracts the used portion of the as bid quantities to calculate the project quantities.

The attached table shows the AS-BID and AS-BUILT quantities for each of the bid items and an explanation for each line item.

The scope of work was modified to include a change in the radii at the intersection of Bridgepoint Court and Bridgepoint Way to provide for the approved future sidewalk along Bridgepoint Way. The change order reflects actual as constructed quantities resulting in additional \$10,537.72 cost to the project.

**CITY OF SOUTH ST. PAUL
125 THIRD AVENUE NORTH, SOUTH ST. PAUL, MINNESOTA 55075**

EST. VOUCHER NO.
FUND NUMBERS:

3 - Final

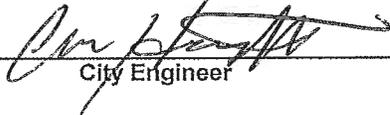
FOR PERIOD ENDING:
CLASS OF WORK:
LOCATION OF WORK:
THE CITY OF SOUTH ST. PAUL TO:
ADDRESS:

9/9/2016
Streets and Utilities
Bridgepoint Court Improvements
Ryan Contracting, Co.
PO Box 246
26480 France Ave.
Elko, MN 55020
3/21/2016

DATE OF CONTRACT:

A	Original Contract Amount	\$259,337.50	
B	Total Additions-		
C	Total Deductions-	\$0.00	
D	Total Funds Encumbered		\$259,337.50
E	Total Value of Work Certified to Date	\$269,875.22	
F	Less Retained Percentage:	\$0.00	
G	Less Total Previous Payments	\$202,962.75	
H	Approved for Payment, This Report	\$66,912.47	
I	Total Payments Including this Voucher		\$269,875.22
J	Balance Carried Forward		-\$10,537.72

This is to certify that the items of work shown in the Statement of Work Certified herein have been actually furnished for and that the total work is **104.06** % completed as of **9/9/2016** . I hereby recommend payment of this voucher.

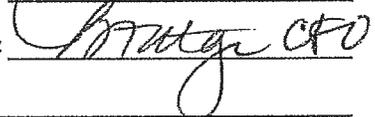


City Engineer

This is to certify that to the best of my knowledge, information and belief, the quantities and values of work certified herein

Date: 9/9/16

Contractor: Ryan Contracting, Co.

Signed by: 

Voucher Checked By: _____

Payment Mailed by: _____

Date: _____
Mark Hodel

Date: _____

CONSTRUCTION REPORT AND MONTHLY ESTIMATE

PROJECT NO.: 2015-013
 CONTRACTOR: Ryan Contracting, Co.
 DATE OF CONTRACT: 3/21/2016

DATE: 9/9/2016
 ESTIMATE: 3 - Final
 % PERFORMED: 104.06%

STATEMENT OF WORK PERFORMED

Sheet 1 of 2

ITEM #	SPEC #	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	TOTAL	QUANTITY	AMOUNT
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SCHEDULE A - ROADWAY IMPROVEMENTS

1	2021.501	MOBILIZATION	LUMP SUM	1	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00
2	2104.501	REMOVE CURB AND GUTTER	LIN FT	130	\$4.00	\$ 520.00	305.00	\$ 1,220.00
3	2104.503	REMOVE CONCRETE WALK	SQ FT	150	\$2.00	\$ 300.00	395.00	\$ 790.00
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	2515	\$5.00	\$ 12,575.00	2555.00	\$ 12,775.00
5	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	280	\$4.00	\$ 1,120.00	260.00	\$ 1,040.00
6	2104.609	REMOVE MISC. DEBRIS (DEMOLITION WASTE) (LV)	CU YD	200	\$15.00	\$ 3,000.00	0.00	\$ -
7	2104.609	REMOVE MISC. DEBRIS (LANDFILL WASTE) (LV)	CU YD	100	\$90.00	\$ 9,000.00	0.00	\$ -
8	2105.507	IMPACTED SOIL REMOVAL AND DISPOSAL	CU YD	40	\$60.00	\$ 2,400.00	0.00	\$ -
9	2105.507	SUBGRADE EXCAVATION	CU YD	150	\$8.00	\$ 1,200.00	28.00	\$ 224.00
10	2105.604	GEOTEXTILE FABRIC (TYPE V)	SQ YD	2705	\$1.50	\$ 4,057.50	2733.00	\$ 4,099.50
11	2106.607	EXCAVATION - COMMON	CU YD	875	\$25.00	\$ 21,875.00	875.00	\$ 21,875.00
12	2106.607	SELECT GRANULAR EMBANKMENT (CV)	CU YD	600	\$10.00	\$ 6,000.00	500.00	\$ 5,000.00
13	2211.501	AGGREGATE BASE CLASS 7	TON	1900	\$14.00	\$ 26,600.00	2081.00	\$ 29,134.00
14	2301.504	CONCRETE PAVEMENT 7.0"	SQ YD	95	\$85.00	\$ 8,075.00	79.00	\$ 6,715.00
15	2360.501	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	305	\$68.00	\$ 20,740.00	276.54	\$ 18,804.72
16	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (4,C)	TON	305	\$67.00	\$ 20,435.00	392.00	\$ 26,264.00
17	2504.601	UNDERGROUND IRRIGATION SYSTEM REPAIR	LUMP SUM	1	\$800.00	\$ 800.00	1.00	\$ 800.00
18	2521.501	4" CONCRETE WALK	SQ FT	185	\$6.00	\$ 1,110.00	586.00	\$ 3,516.00
19	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	1035	\$15.00	\$ 15,525.00	1428.00	\$ 21,390.00
20	2545.523	1.5" NON-METAL CONDUIT	LIN FT	255.0	\$8.00	\$ 2,040.00	255.00	\$ 2,040.00
21	2545.553	HANDHOLE	EACH	2	\$3,000.00	\$ 6,000.00	2.00	\$ 6,000.00
22	2563.601	TRAFFIC CONTROL	LUMP SUM	1	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00
23	2573.502	SILT FENCE, TYPE MS	LIN FT	340	\$1.00	\$ 340.00	283.00	\$ 283.00
24	2573.530	STORM DRAIN INLET PROTECTION	EACH	6	\$100.00	\$ 600.00	6.00	\$ 600.00
25	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	\$500.00	\$ 500.00	0.00	\$ -
26	2573.550	EROSION CONTROL SUPERVISOR	LUMP SUM	1	\$1.00	\$ 1.00	1.00	\$ 1.00
27	2575.501	SEEDING	ACRE	0	\$2,000.00	\$ 800.00	0.03	\$ 60.00
28	2575.502	SEED MIXTURE 25-141	POUND	24	\$5.00	\$ 120.00	2.00	\$ 10.00
29	2575.505	SODDING TYPE LAWN	SQ YD	105	\$8.00	\$ 840.00	247.00	\$ 1,976.00
30	2575.508	FERTILIZER TYPE 4	POUND	80	\$1.00	\$ 80.00	20.00	\$ 20.00
31	2575.511	MULCH MATERIAL TYPE 1	TON	1	\$1,000.00	\$ 800.00	0.34	\$ 340.00
32	2575.570	RAPID STABILIZATION METHOD 1	ACRE	0	\$2,000.00	\$ 800.00	0.00	\$ -

SCHEDULE B - STORM SEWER IMPROVEMENTS

1	2503.542	12" RC PIPE SEWER DESIGN 3006	LIN FT	113	\$45.00	\$ 5,085.00	112.00	\$ 5,040.00
2	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	1	\$3,000.00	\$ 3,000.00	3.00	\$ 9,000.00
3	2506.502	CONST DRAINAGE STRUCTURE DESIGN 48-4020	EACH	1	\$3,000.00	\$ 3,000.00	2.00	\$ 6,000.00
4	2506.516	CASTING ASSEMBLY	EACH	2	\$600.00	\$ 1,200.00	6.00	\$ 3,600.00
5	2506.522	ADJUST FRAME & RING CASTING	EACH	1	\$300.00	\$ 300.00	0.00	\$ -

CONSTRUCTION REPORT AND MONTHLY ESTIMATE

PROJECT NO.: 2015-013
 CONTRACTOR: Ryan Contracting, Co.
 DATE OF CONTRACT: 3/21/2016

DATE: 9/9/2016
 ESTIMATE: 3 - Final
 % PERFORMED: 104.06%

STATEMENT OF WORK PERFORMED

Sheet 1 of 2

ITEM #	SPEC #	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	TOTAL	QUANTITY	AMOUNT
6	2506.602	CONNECT TO EXISTING STRUCTURE	EACH	1	\$1,500.00	\$ 1,500.00	3.00	\$ 4,500.00
SCHEDULE C - WATERMAIN IMPROVEMENTS								
1	2504.602	HYDRANT w/ 6" GATE VALVE	EACH	1	\$6,000.00	\$ 6,000.00	1.00	\$ 6,000.00
2	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	1	\$5,000.00	\$ 5,000.00	1.00	\$ 5,000.00
3	2504.602	6" GATE VALVE & BOX	EACH	1	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00
4	2504.603	WET TAP EX 8" MAIN WITH 8" GATE	EACH	1	\$2,500.00	\$ 2,500.00	1.00	\$ 2,500.00
5	2504.603	6" WATERMAIN, PVC, CLASS C900	LIN FT	36	\$39.00	\$ 1,404.00	37.00	\$ 1,443.00
6	2504.603	8" WATERMAIN, PVC, CLASS C900	LIN FT	280	\$40.00	\$ 11,200.00	276.00	\$ 11,040.00
7	2504.605	WATERMAIN FITTINGS (COMPACT)	POUND	170	\$4.00	\$ 680.00	140.00	\$ 560.00
SCHEDULE D - SANITARY SEWER IMPROVEMENTS								
1	2503.511	6" PVC PIPE SEWER	LIN FT	35	\$39.00	\$ 1,365.00	35.00	\$ 1,365.00
2	2503.511	8" PVC PIPE SEWER	LIN FT	310	\$40.00	\$ 12,400.00	310.00	\$ 12,400.00
3	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00
4	2504.602	6" PIPE PLUG	EACH	1	\$250.00	\$ 250.00	1.00	\$ 250.00
5	2506.502	CONSTRUCT SANITARY SEWER STANDARD MANHOLE	EACH	2	\$4,000.00	\$ 8,000.00	2.00	\$ 8,000.00
6	2506.516	CASTING ASSEMBLY	EACH	2	\$600.00	\$ 1,200.00	2.00	\$ 1,200.00
TOTAL CONSTRUCTION COST						\$ 259,337.50		\$ 269,875.22



CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 19, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

9-A

AGENDA ITEM: Declare Costs and Call for Public Hearing on Assessments for Bridgepoint Court Improvements (Project No. 2015-013)

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-165 RESOLUTION DECLARING THE COSTS TO BE ASSESSED AND CALLING FOR A PUBLIC HEARING FOR BRIDGPOINT COURT IMPROVEMENTS (PROJECT NO. 2015-013). The hearing will be held on October 17, 2016.

OVERVIEW:

The City has completed and calculated the estimated final costs for the Bridgepoint Court Improvements (Project No. 2015-013). The City will need to hold a public hearing to review and confirm the proposed assessments for local improvements (per Minnesota Statutes Chapter 429).

The proposed assessments to the abutting properties for the Bridgepoint Court Improvements project is \$240,023.33 to the City's Housing Redevelopment Authority (HRA), \$0 to the Schadegg parcel per the purchase agreement with the HRA, and \$0 for each owner of the Office Condominium parcel in lieu of the permanent easement rights to construct storm and roadway improvements for the BridgePoint Court project (per City Council Motion on February 16, 2016).

SOURCE OF FUNDS:

Funding for this project will come from assessments to the benefitted properties and sanitary sewer, watermain, and storm sewer enterprise funds.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-165

**RESOLUTION DECLARING THE COSTS TO BE ASSESSED
AND CALLING FOR A PUBLIC HEARING FOR
PROJECT 2015-013 BRIDGEPOINT COURT**

WHEREAS, a contract has been let for the improvement of Project 2015-013 BridgePoint Court, and the City share of the contract price for such improvements is \$285,375.22 and the expenses incurred or to be incurred in the making of said improvements amount to \$74,538.93 so that the total cost of the improvements will be \$359,914.15.

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$119,890.82 and the portion of the cost to be assessed against benefited property owners is declared to be \$240,023.33.
2. The City Clerk, with the assistance of the City Engineer, has calculated the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land with regard to cash valuation, as provided by law, and she has filed a copy of such proposed assessment in her office for public inspection.
3. A hearing shall be held on the 17th day of October, 2016 in the Council Chambers at City Hall at 7:15 PM to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessments.
4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to hearing, and she shall state in the notice the total cost of the improvements.

Adopted this 19th day of September, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: September 19, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

9-B

**AGENDA ITEM: Declare Costs and Call for Public Hearing on Assessments -
2016-005 & 007 Street Improvement Projects**

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-166 RESOLUTION DECLARING THE COSTS TO BE ASSESSED AND CALLING FOR A PUBLIC HEARING FOR PROJECT 2016-005 MILL & OVERLAY AND 2016-007 BITUMINOUS REMOVAL & REPLACEMENT PROJECTS. The hearing will be held on October 17, 2016.

OVERVIEW:

The City has completed and calculated the estimated final costs for the project known as 2016-005 (Mill & Overlay) and 2016-007 (Bituminous Removal & Replacement):

2016 Street Mill & Overlay

- A. 21st Ave. So. – 3rd St. S. to 2nd St. S.
- B. 22nd Ave. So. – Marie Ave. to 3rd St. S.
- C. 2nd Street So. – 21st Ave. So. to 23rd Ave. So.
- D. 3rd Street No. – 21st Ave. N. to Reid Ln. (MSA 168-105-023)
- E. Burma Lane – 21st Ave. N. to Reid Ln.
- F. Reid Lane – 4th St. No. to 2nd St. N.
- G. Eva Lane – 21st Ave. No. to Reid Ln
- H. 2nd Street No. – 20th Ave. No. to 21st Ave. No
- I. 20th Ave. No. – Wentworth Ave. to the north
- M. 7th Avenue North Parking Bay – Marie Ave. to 2nd St. No.

2016 Bituminous Removal & Replacement

- A. 23rd Ave. So. – Marie Ave. to 3rd St. S.
- B. Anthony St. – 23rd Ave. So. to Francis St.
- C. Francis St. – 23rd Ave. S. to Anthony St.
- D. Heimel St. – 23rd Ave. So. to Kraft St.
- E. Kraft St. – Heimel St. to 23rd Ave. So.
- F. Wilde Ave. – Butler Ave. to Kaposia Park
- G. 2nd St. No. – 7th Ave. to 9th Ave.

The City will need to hold a public hearing to review and confirm the proposed assessments for local improvements (per Minnesota Statutes Chapter 429).

The proposed assessment rate for the Mill & Overlay projects is \$17.30 per front foot and for the Bituminous Removal & Replacement projects is \$45.00 per front foot.

SOURCE OF FUNDS:

CIP Fund, Water & Sewer Funds, and Assessments.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-166

**RESOLUTION DECLARING COSTS TO BE ASSESSED
AND CALLING FOR HEARING ON
PROJECT 2016-005 MILL & OVERLAY AND
2016-007 BITUMINOUS REMOVAL & REPLACEMENT PROJECTS**

WHEREAS, a contract has been let for the improvement of Project 2016-005 and 2016-007 Street Improvement Projects, and the City share of the contract price for such improvements is \$925,004.83 and the expenses incurred or to be incurred in the making of said improvements amount to \$191,716.31 so that the total cost of the improvements will be \$1,116,721.14.

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$675,150.64 and the portion of the cost to be assessed against benefited property owners is declared to be \$441,570.50.
2. The City Clerk, with the assistance of the City Engineer, has calculated the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land with regard to cash valuation, as provided by law, and she has filed a copy of such proposed assessment in her office for public inspection.
3. A hearing shall be held on the 17th day of October, 2016 in the Council Chambers at City Hall at 7:15 PM to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessments.
4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to hearing, and she shall state in the notice the total cost of the improvements.

Adopted this 19th day of September, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: September 19, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

9-C

AGENDA ITEM: Oak Park Phase 3 - Declare Costs and Call for Public Hearing on Assessments

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-167 RESOLUTION DECLARING THE COSTS TO BE ASSESSED AND CALLING FOR A PUBLIC HEARING FOR PROJECT 2016-008 OAK PARK STREET PROJECTS PHASE 3. The hearing will be held on October 17, 2016.

OVERVIEW:

The City has completed and calculated the estimated final costs for the project known as 2016-008 Oak Park Street Projects Phase 3:

Oak Park Street Projects – Phase 3 (2016)

- A Jewell Lane – Waterloo Ave. to Wentworth Ave.
- B Acorn Lane – Jewell Ln. to 21st Ave. No.
- C Burma Lane – Wentworth Ave. to 21st Ave. No.
- D Caroline Lane – Jewell Ln to 21st Ave. No.

The City will need to hold a public hearing to review and confirm the proposed assessments for local improvements (per Minnesota Statutes Chapter 429).

The proposed assessment for Oak Park, all phases, is on a per lot basis of \$4,500/lot.

SOURCE OF FUNDS:

CIP Fund, Water & Sewer Funds, and Assessments.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-167

**RESOLUTION DECLARING THE COSTS TO BE ASSESSED
AND CALLING FOR A PUBLIC HEARING FOR
PROJECT 2016-008 OAK PARK STREET PROJECTS PHASE 3**

WHEREAS, a contract has been let for the improvement of Project 2016-008 Oak Park Street Project Phase 3, and the City share of the contract price for such improvements is \$742,168.41 and the expenses incurred or to be incurred in the making of said improvements amount to \$208,922.37 so that the total cost of the improvements will be \$951,090.78.

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

1. The portion of the cost of such improvement to be paid by the City is hereby declared to be \$699,818.68 and the portion of the cost to be assessed against benefited property owners is declared to be \$251,272.10.
2. The City Clerk, with the assistance of the City Engineer, has calculated the proper amount to be specially assessed for such improvements against every assessable lot, piece or parcel of land with regard to cash valuation, as provided by law, and she has filed a copy of such proposed assessment in her office for public inspection.
3. A hearing shall be held on the 17th day of October, 2016 in the Council Chambers at City Hall at 7:15 PM to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvements will be given an opportunity to be heard with reference to such assessments.
4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to hearing, and she shall state in the notice the total cost of the improvements.

Adopted this 19th day of September, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 19, 2016

DEPARTMENT: COMMUNITY DEVELOPMENT-PLANNING

ADMINISTRATOR: SPK

10-E

AGENDA ITEM: Comprehensive Plan Amendment and Zoning Ordinance Amendment for the North Riverfront Development District (NRDD) area

ACTIONS TO BE CONSIDERED:

1. Consider a Comprehensive Plan Amendment to change the planned future land use (FLU) from Open Space to Industrial
2. Consider a Zoning Amendment to allow exterior storage as an Interim Use in the North Riverfront Development District.

OVERVIEW:

The City owns a 7-acre piece of property in the northeastern corner of the community known as the North Riverfront Development District (NRDD). After having some interest in the property from the adjacent property to the north and more recently the Union Pacific Railroad (UPRR), the City began discussing the leasing the property to the UPRR on an interim basis for exterior storage. If the City was to move forward with this proposed use it would require an amendment to the Comprehensive Plan to change the planned future land use from open space to industrial. In addition, the change would also require an amendment to the Zoning as exterior storage is currently not a permitted, conditional, interim or accessory use in the NRDD zoning district. A copy of the staff report to the Planning Commission has been attached for the Council's reference.

PUBLIC CORRESPONDENCE:

A public hearing notice was placed in the City's official newspaper and mailed notice was sent in advance of the August 3rd public hearing to properties within 1,000' of the subject property. In addition, as part of the Comprehensive Plan Amendment process cities are required to notify affected agencies including adjacent communities, school districts, etcetera and those agencies are asked to provide comments or if they choose not to comment to provide a waiver of comments. Letters were received from Dakota County, MnDNR, Friends of the Mississippi River (FMR) and the City of Saint Paul as well as one email from a resident, all of these are attached. Finally, there were several residents that attended either the August 3rd or September 7th Planning Commission meetings so excerpts from those minutes have been provided.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the item at the last few meetings and held the public hearing open so that those attending the meetings could be heard. At the September 7th meeting the Planning Commission recommended denial of the Comprehensive Plan Amendment and Zoning Amendment (5-1) through PC Resolutions 2016-07 and 2016-08. Those recommending for the motion stated that they did not feel persuaded that the action was in the best interest of the City and those voting against the motion noted that the site was similar material to what is under

Kaposia Landing and that it did merit discussion on changing the planned future land use however, they questioned whether the property is developable.

STAFF RECOMMENDATION:

In light of the fact that this is a City application so there is no 60-day review period, the amount of public correspondence to consider, and since we have not yet heard from a few of the agencies in regard to the Comprehensive Plan Amendment, staff would recommend that the City Council continue the item to one of the next work session meetings to discuss this item further. The next work session is September 26th but the agenda for that meeting is already quite full so the Council may wish to continue this item to the October 10th work session agenda.

60-DAY REVIEW DEADLINE: N/A

SOURCE OF FUNDS: N/A

Planning Commission Meeting Date: Wednesday, September 7, 2016	 City of South St. Paul Planning Commission Report <hr/>	PC Agenda Items: 3.A and 3.B
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Project Name:	Comprehensive Plan Amendment – NRDD area
Request:	Consider an amendment to the Comprehensive Plan to change the future land use designation from Open Space to Industrial. Consider a zoning amendment to allow exterior storage as an interim use in the NRDD zoning district.
Proceeding:	<ul style="list-style-type: none"> ▪ Discussion ▪ Planning Commission Resolution (Recommendation to City Council)
City Council Meeting Date(s):	City Council – 1 st Reading – September 19, 2016 (tentative) City Council – 2 nd Reading – October 3, 2016 (tentative)
Exhibits:	Item 3A and 3B: A. PC Resolution 2016-07 – Comprehensive Plan Amendment B. PC Resolution 2016-08 – Zoning Amendment C. Correspondence received from resident(s) D. Maps (zoning)

Update

These items were continued from the August 3rd Planning Commission Meeting. Notice was sent to adjacent communities regarding the proposed amendment and we hope to either have comments from all of these communities or a waiver of comments by the time of the meeting.

An email from a resident was also received since the last meeting and has been included as part of this packet.

Background

The City owns a 7-acre parcel at the northeastern corner of the community. In recent years the City has had some development interest from neighboring properties such as the neighboring Saint Paul impound lot and United Pacific Railroad (UPRR), both of which would want the site for exterior storage. Due to the industrial nature of surrounding properties and the fact that these are currently the only properties with ways to directly

access the property it makes sense that these are the parties that have expressed interest. The property is currently guided as Open Space in the future land use for the most recent Comprehensive Plan and this designation would not allow exterior storage nor would it allow other development options other than park and recreation space, trail, or marina. The City owned parcel is inland from the river and adjacent to several industrial properties to the north in Saint Paul so if a comprehensive plan amendment is to be considered that would be the most consistent designation. Additionally, if the City was to act on either of these proposals the City would also need to amend the zoning to allow exterior storage as a conditional or interim use.

What motivated this current discussion about the comprehensive plan amendment and zoning change is interest from the UPRR to lease a 5-acre portion of the City owned parcel for exterior storage that would be used to store track materials to be used in their railyard improvements and expansion that would occur within their existing rail right of way. Additionally, this property would provide storage space for materials and rail cars after the improvements have completed. If the City were to entertain this concept it would also require the UPRR to go through a separate Interim Use Permit approval process to allow the proposed storage use of the property. The Interim Use Permit would be the time to consider the specifics of that use but for the present discussion on the Comprehensive Plan Amendment and Zoning Amendment it is important to think about the idea of industrial and exterior storage as a general land use.

Property Characteristics

Future Land Uses

The property is part of a 7-acre parcel owned by the City that is located at the northern border with Saint Paul. The property to the north is in the City of Saint Paul, the property to the east is guided Open Space, the property to the south is guided Park, and to the west is the railroad. Concord Street is west of the railroad with no other development on the right side of the road and residential property on the west side of Concord.

Existing Land Uses

The property to the east is the Alter industrial property, to the south is the Kaposia Landing park, to the west is railroad, and to the north is the Saint Paul impound lot.

Zoning

The property is currently zoned North Riverfront Development District (NRDD) and has a Public Land overlay. Permitted Uses in the NRDD include boat marinas and public recreation uses; Conditional Uses in NRDD would allow commercial recreation.

Access

The property is currently landlocked with no street access to the property. This is likely the main reason the property has not already been developed.

Other considerations

The Mississippi River Regional Trail (MRRT) has a proposed extension that would run from Kaposia Landing park and through the far western portion of the property, wind

through Saint Paul and would eventually connect to Harriet Island Park in Saint Paul. This MRRT extension project has received grant approval which would be funded and construction to begin in the spring of 2017. Some of the potential conflicts with the proposed trail and proposed UPRR storage use by include the ensuring sufficient buffer space around the trail so the trail user experience isn't substantially diminished and a proposed at grade crossing of the trail to provide access into the site.

Item 3E:

Request

Consider a Comprehensive Plan Amendment to change the future land use designation of a property from Open Space to Industrial.

Item 3F:

Request

Consider a Zoning Amendment to allow exterior storage as an interim use for the NRDD zoning district.

The property is part of a 7-acre parcel owned by the City that is located at the northern border with Saint Paul. The property to the north is in the City of Saint Paul, the property to the east is guided Open Space, the property to the south is guided Park, and to the west is the railroad. Concord Street is west of the railroad with no other development on the right side of the road and residential property on the west side of Concord.

Process / Timeline

Process – The Planning Commission will continue a discussion on the item (held over from the August 3rd meeting), make a recommendation, and the Comprehensive Plan Amendment and Zoning amendment would be forwarded to the City Council for consideration.

Steps:

1. Hold public hearing on comprehensive plan – *if still waiting for comments continue to October 5th PC meeting*
2. Hold public hearing on zoning amendment – *if still waiting for comments continue to October 5th PC meeting*

Staff Analysis

The interest in the property raises the question about whether the property is guided correctly and whether there are other potential uses for the property. The likely uses would derive from the surrounding property types and a limiting factor is the lack of access to the property. Some recreational uses may be a harder fit due to the lack of access and the nature of the surrounding industrial properties and railroad which could diminish the quality of a recreational use. Additionally the City is already developing an 87 acre park just south of the site. Therefore open space/passive recreation use on the parcel would

likely be best served as providing adequate natural buffers around the trail to preserve the user experience. The next most likely development option would be an industrial land use given the nature of the development in Saint Paul and the Alter metal recycling use directly east of the site. It's possible that the site could accommodate a more desirable industrial use than exterior storage but the City would need to provide access to the site and would need to obtain an access easement to provide that access. Additional analysis of the site would also be necessary to determine condition of the soils and other issues impacting develop potential. If the that analysis determines that the site is limited then exterior storage or open space may be the highest and best uses of the property.

Staff Recommendation

Staff recommends a Comprehensive Plan Amendment to allow for industrial and open space uses with industrial focused to the interior portion of the property and the open space use reserved to buffer the future MRRT trail extension. Amending the comprehensive plan allows the City to consider development options for the property though does not lock it in to any one development scenario. Ultimately since the City owns this property it also has that control over whatever may be developed on that site. Staff does not recommend the zoning amendment at this time. However if exterior storage of the site were to be entertained staff would recommend that it be limited to the northern and eastern portions of the site so that the use would not impact the proposed trail along the western edge of the property.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

City of South St. Paul
Dakota County, Minnesota

**PLANNING COMMISSION
RESOLUTION NUMBER 2016-07**

**RECOMMENDING APPROVAL/DENIAL OF A COMPREHENSIVE
PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE FROM
OPEN SPACE TO INDUSTRIAL**

WHEREAS, the City's Comprehensive Plan guides future land uses for property within the City, and

WHEREAS, the subject property is located at the northeastern corner of the community and is shown as Open Space on the Future Land Use map from the Comprehensive Plan, and

WHEREAS, the subject property is currently undeveloped and is surrounded by existing Industrial uses and railroad lines, and

WHEREAS, in order to guide the property to its highest and best use and make the property consistent with neighboring land use the future land use would need to be guided as Industrial instead of Open Space, and

WHEREAS, an extension of the Mississippi River Regional Trail (MRRT) is proposed along the western side of the property which would connect the existing trail system to the south with Harriet Island in Saint Paul to the north, and

WHEREAS, future land uses of property to the east whether Industrial or Open Space can coexist with the proposed MRRT trail extension, and

WHEREAS, the Planning Commission opened a public hearing on the proposed resolution at their August 3, 2016 meeting and continued the public hearing to their September 7, 2016 meeting; and

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

1. Approval/Denial of An Amendment to the Comprehensive Plan to change the Future Land Use from Open Space to Industrial.

Adopted this 7th day of September, 2016.

Chair

ATTEST:

City Planner

City of South St. Paul
Dakota County, Minnesota

**PLANNING COMMISSION
RESOLUTION NUMBER 2016-08**

**RECOMMENDING APPROVAL/DENIAL OF A ZONING AMENDMENT
TO ALLOW EXTERIOR STORAGE AS AN INTERIM USE IN THE
NORTH RIVERFRONT DEVELOPMENT DISTRICT**

WHEREAS, the subject property is located at the northeastern corner of the community in the North Riverfront Development District (NRDD), and

WHEREAS, the purpose of the NRDD is to promote and regulate the development of mixed commercial and certain high-density uses in the area adjacent to and in the vicinity of the Mississippi River by the balancing of utilization of land for the purposes for which it is most appropriate and protection of the river amenities in the public interest, and

WHEREAS, the is currently undeveloped and is surrounded by existing Industrial uses to the north and east and railroad lines to the south and west and does not currently have street access to the property, and

WHEREAS, the City of South St. Paul (“the City”) has an interest in amending the zoning regulations in the NRDD district to include Exterior Storage as an Interim Use, and

WHEREAS, the Planning Commission opened a public hearing on the proposed resolution at their August 3, 2016 meeting and continued the public hearing to their September 7, 2016 meeting; and

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

1. Approval/Denial of an Amendment to Section 118-130 to allow Exterior Storage as an Interim Use in the NRDD Zoning District.

Adopted this 7th day of September, 2016.

Chair

ATTEST:

City Planner

Peter Hellegers

From: Lois Glewwe <lglewwe@hotmail.com>
Sent: Wednesday, August 24, 2016 9:18 AM
To: Peter Hellegers
Subject: Change to SSP Comprehensive Plan

Dear Mr. Hellegers and Members of the Planning Commission:

I am unable to attend the September 7 Commission Meeting where you will hear public comment on the proposed change to South St. Paul's Comprehensive Plan to accommodate the request of the railroad to expand into property zoned green space on the north end of South St. Paul adjacent to the Regional Trail. I have a fractured spine and am unable to get around at the moment, but I hope you will take my comments into consideration.

Back in 1989-1992 I was Chair of the Chamber of Commerce Railroad Expansion Task Force and a member of the SSP City Council. At that time the Chicago Northwestern Railroad sought permission to create the largest switching yard in the Twin Cities on their property along the Mississippi River in South St. Paul. The community, after weeks of town meetings, public hearings and petitions, successfully mounted a campaign to deny the request even though the case ended up in court. Neighbors on the bluff above the river were already experiencing loss of property values and moving out because of the noise and damage and smells the railroad brought to their backyards. Windows were broken, shelves inside homes gave way and the area was becoming undesirable because of the presence of the railroads. The eagles, who were newly returned to the flyway in South St. Paul were endangered as was all other wildlife.

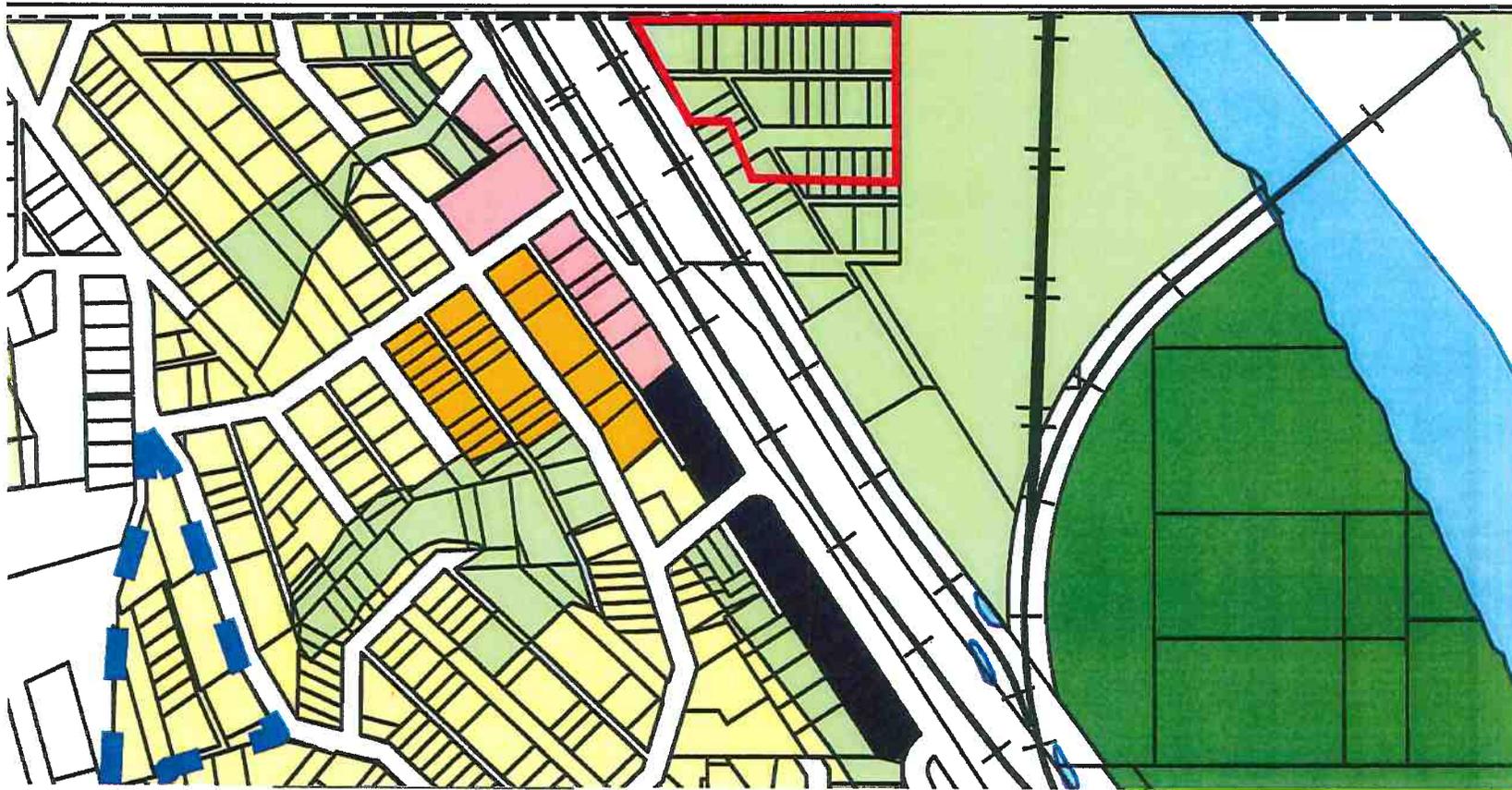
Since then, we negotiated with the railroad for access to the trail; the railroad improved their buildings and although they continued to expand the number of tracks in South St. Paul, there were several years when both noise and pollution were somewhat abated. Now, under the current railroad, I have watched with extreme concern as the buffer of trees which helped shield the entrance to South St. Paul from the north have been removed, revealing the hundreds of oil tankers being stored in our city, the significant track expansion and the encroachment onto zoned green space for exterior storage of tracks and equipment. The railroad has donated money to the Youth Task Force, entertained the Chamber of Commerce and pretended to be good community citizens even as they continue to seek to take over and destroy what little green space we have left.

There is often very little cities can do to protect themselves from railroad expansions and pollution dangers but in this case we still have the power to deny this current request and I ask you all to do that and protect our citizens, our wildlife and our city from further degradation from the railroad.

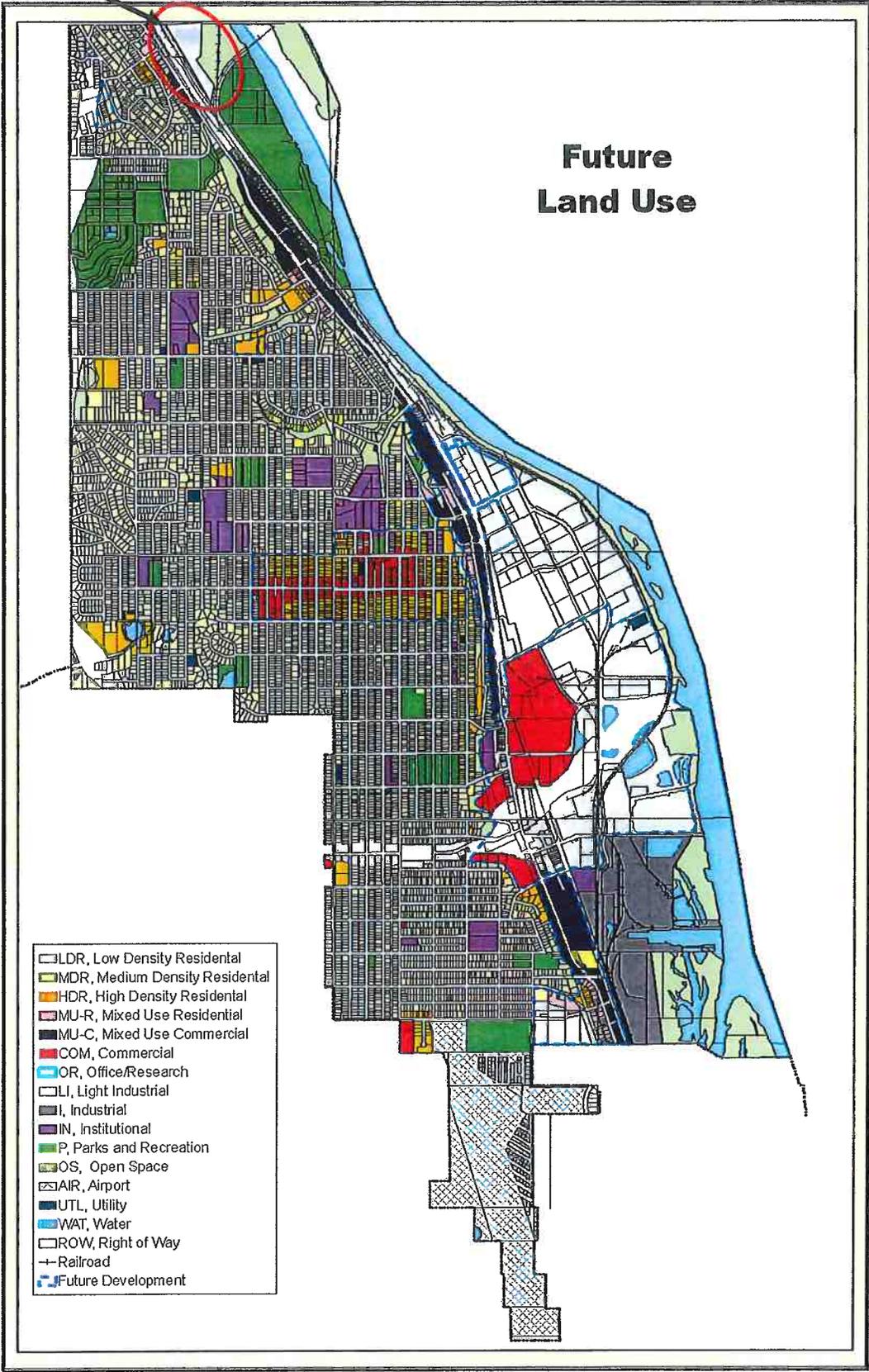
Thank you,

Lois Glewwe
1514 Waterloo Avenue
South St. Paul, MN 55075
651-457-3403

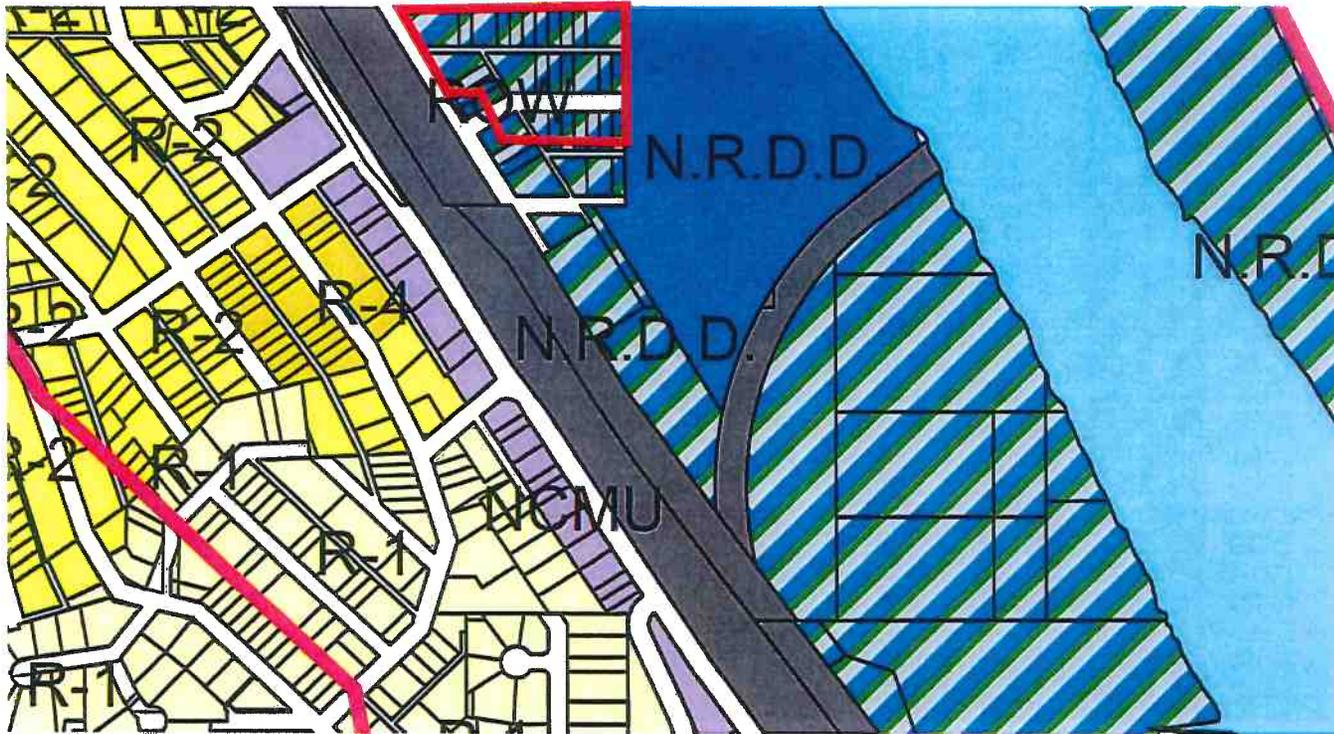
Site in Context – Future Land Use (Comp Plan)



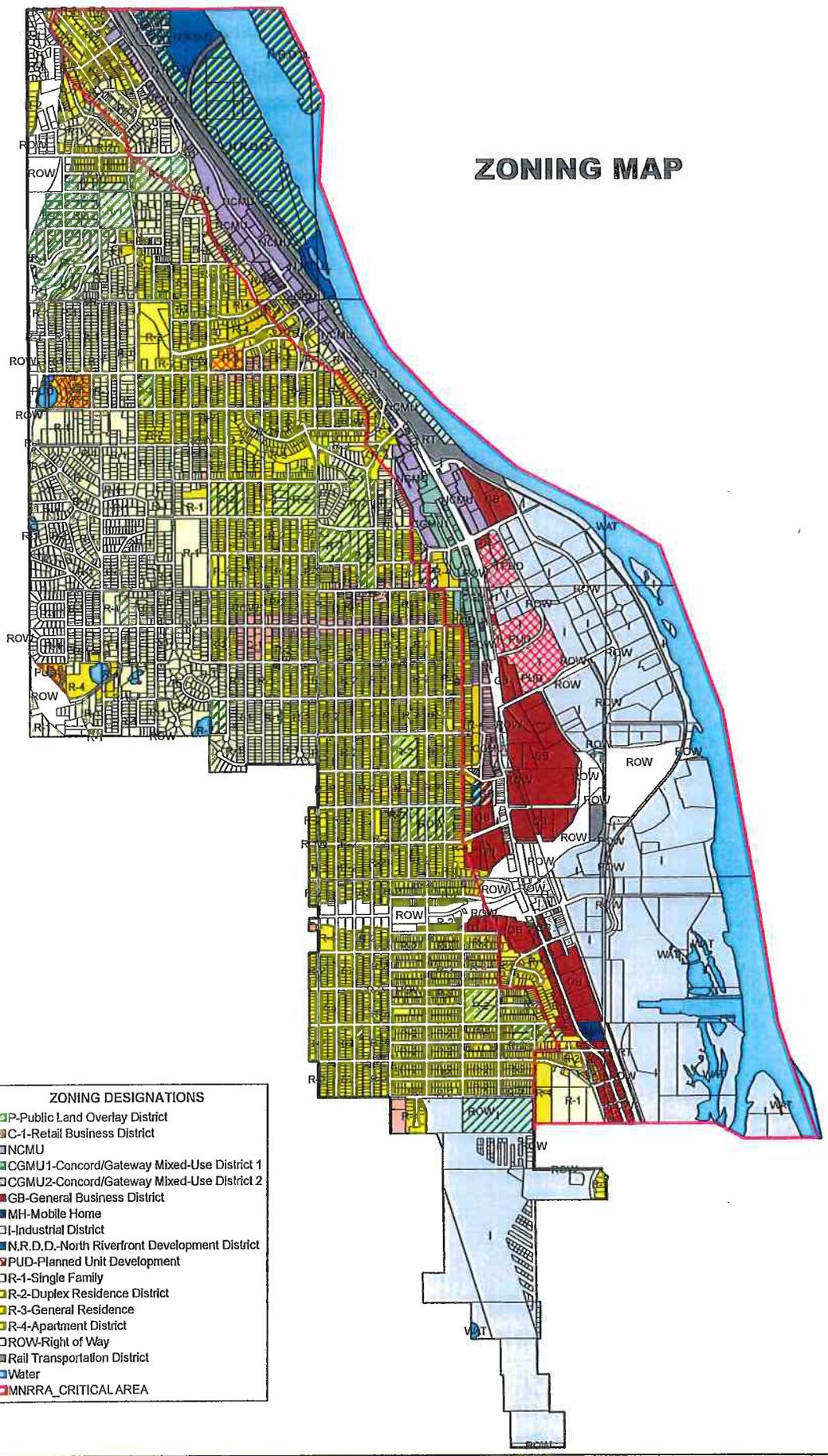
NRDD Area – proposed change



Site in Context - Zoning



ZONING MAP



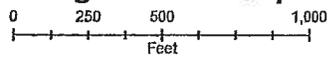
ZONING DESIGNATIONS	
	P-Public Land Overlay District
	C-1-Retail Business District
	NCMU
	CGMU1-Concord/Gateway Mixed-Use District 1
	CGMU2-Concord/Gateway Mixed-Use District 2
	GB-General Business District
	MH-Mobile Home
	I-Industrial District
	N.R.D.D.-North Riverfront Development District
	PUD-Planned Unit Development
	R-1-Single Family
	R-2-Duplex Residence District
	R-3-General Residence
	R-4-Apartment District
	ROW-Right of Way
	Rail Transportation District
	Water
	MNRRRA_CRITICALAREA

South St. Paul
Comprehensive Municipal Plan



**Metropolitan
Airports Commission**

**St. Paul - South St. Paul
Regional Trail Gap**



- Existing Regional Trail/Greenway
- Concept Regional Trail/Greenway

**St. Paul
Port Authority**

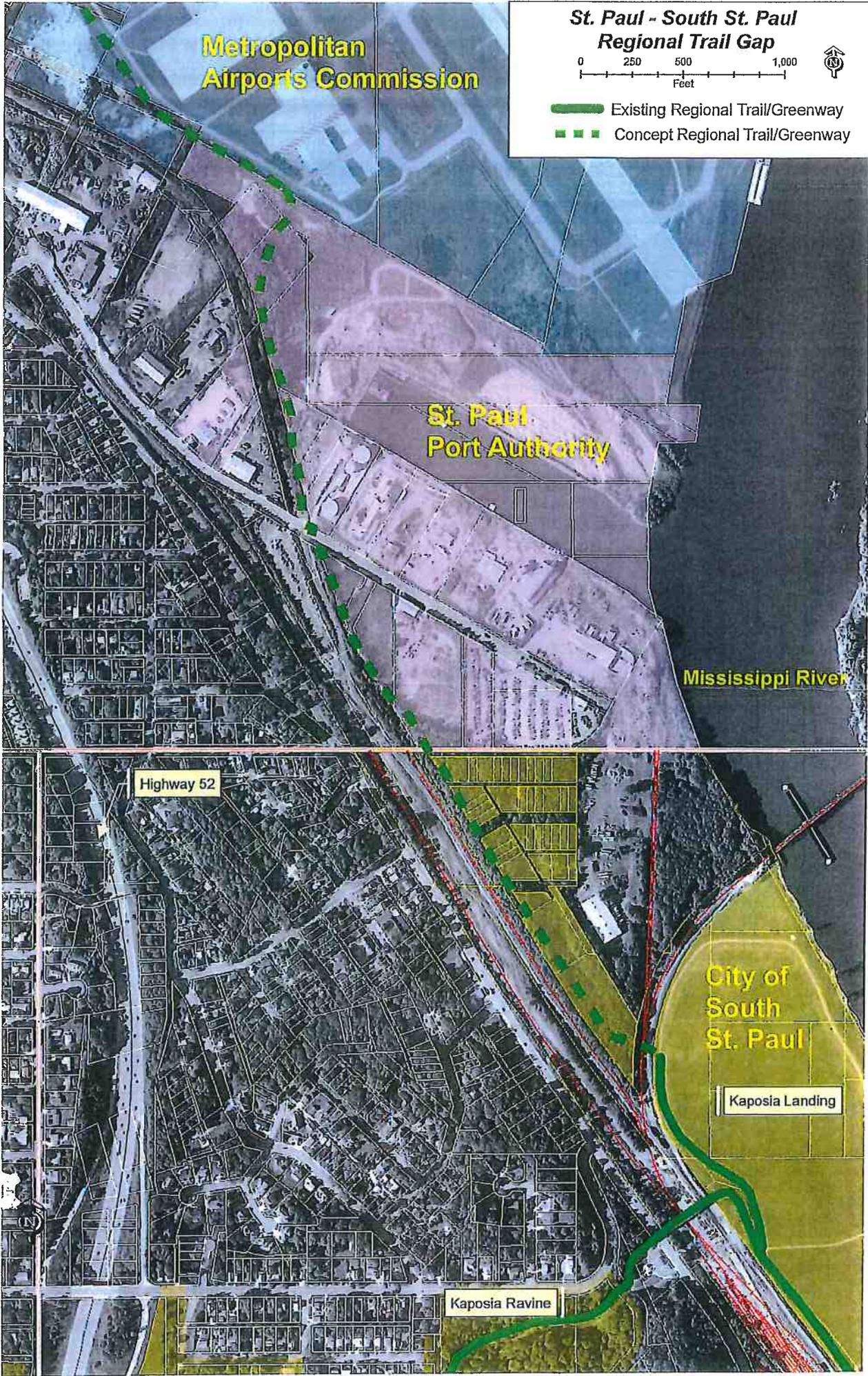
Mississippi River

Highway 52

**City of
South
St. Paul**

Kaposia Landing

Kaposia Ravine





CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

*25 West Fourth Street
Saint Paul, MN 55102*

*Telephone: 651-266-6700
Facsimile: 651-266-6549*

SEP 12 2016

September 9, 2016

Mr. Peter Hellegers
Planning Division Manager
City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075

Dear Mr. Hellegers:

Thank you for the opportunity to comment on the South St. Paul Comprehensive Plan Amendment – North Riverfront Development District. We have several comments for your consideration. As you note, a future trail connection to the Mississippi River Regional Trail between Kaposia Landing Park and Harriet Island is planned to run along the western edge of the plan amendment area.

From a land use and zoning perspective, the proposed change in South Saint Paul from open space to industrial is in keeping with the land use and zoning in the City of Saint Paul. The South Saint Paul site is immediately adjacent to the Southport industrial area in Saint Paul, which is zoned I2 (General Industrial) and guided for industrial use in the Saint Paul Comprehensive Plan. Established neighborhoods in an R4 (Single-Family Residential) zoning district are located northwest of the South Saint Paul site, separated by railroad tracks and Concord Avenue.

According to aerial views, the area of change in South Saint Paul is undeveloped and appears to be entirely tree covered. Consequently, a land use and subsequent zoning change would result in a noticeable change in the area, particularly for the residences along Concord Street. If possible, please consider whether screening of some type should be required for the proposed outdoor storage in South Saint Paul.

The site immediately east of the proposed area of change is already being used for outdoor storage of vehicles and trailers, although the City of South Saint Paul is not considering a comprehensive plan change from open space to industrial for this site. It appears road access to this area is from Barge Channel Road, from the Alter Metal Recycling property. Will development of the proposed area of change result in a new vehicle access in South Saint Paul or will access be provided via Barge Channel Road? If the site will be accessed from Barge Channel Road, this may result in an increase in truck traffic along Concord Street and Barge Channel Road. As you may know, there are existing concerns about the amount of truck traffic queuing and idling along Concord Street, particularly when trains obstruct Barge Channel Road.

There has already been a substantial increase in truck traffic here following modifications to the Hawkins Chemical site that included new rail spurs. The planned at grade trail/rail crossing for the Mississippi River Regional Trail (MRRT) at the Hawkins driveway is now questionable as is the capacity for additional major increases in traffic on what is essentially a rail crossing obstructed, dead end roadway. What was originally a low traffic volume at-grade crossing for the MRRT is developing into a very complex traffic condition that the proposed comprehensive plan amendment only marginally addresses with references to factoring in the presence of the trail. There may be the need for a bicycle/pedestrian bridge in the future for safe passage through this area, which is outside of the scope of the current budget.

Is the City of South St. Paul interested in exploring the possibility of a new road connection from Concord to this area? Although challenging, such a connection would make this land more desirable for development and significantly alleviate traffic concerns and related pollution impacts along Concord Street and Barge Channel Road. We look forward to receiving more information about development plans for this area. Let us know if you think a meeting to discuss this further would be beneficial.

Sincerely,

A handwritten signature in cursive script that reads "Donna Drummond".

Donna Drummond
Director of Planning

cc: Kady Dadlez and Josh Williams, Planning & Economic Development
Don Varney, Parks & Recreation
John Maczko and Paul St. Martin, Public Works



Working to protect the Mississippi River
and its watershed in the Twin Cities area.

101 East Fifth Street
Suite 2000
Saint Paul, MN 55101

651-222-2193
www.fmr.org
info@fmr.org

September 7, 2016

South Saint Paul Planning Commission
Council Chambers
City Hall
125 3rd Avenue N.
South St. Paul, MN 55075

Dear South Saint Paul Planning Commission:

Friends of the Mississippi River (FMR) is a non-profit organization that engages community members and stakeholders in protecting and restoring the Mississippi River and its watershed in the Twin Cities Region. We have 2,400 members and thousands of volunteers who care deeply about the river. We are writing today to comment on the proposed Comprehensive Plan amendment and zoning amendment for the city-owned 5-acre parcel in the northeast corner of South St. Paul.

Comprehensive Plan Amendment

FMR respectfully requests that you oppose the proposed Comprehensive Plan amendment to change the future land use of the 5-acre parcel from open space to industrial because of the environmental impacts, Mississippi River Trail impacts and because the proposed change goes against a well-established trend to embrace the riverfront as a public space.

Environmental Impacts At the present time, the public has been given very little information about the environmental impacts of changing these 5-acres from open space to industrial. We know that the parcel is currently vegetated with a tall tree canopy. To make an informed decision about the future plan for the site, at a minimum we should know:

- the type, quality and habitat value of existing of vegetation,
- the potential for this area to flood and how pollutants will be kept out of the Mississippi River,
- the impacts to stormwater runoff now and the anticipated impacts to stormwater runoff after the exterior storage is in place,
- bird and wildlife survey information,
- Metro Conservation Corridors Plan information as well as the proximity of this parcel to Regionally Significant Ecological Areas,
- the consistency with the Mississippi River Corridor Critical Area rules, and
- the impact of the change to the Mississippi National River and Recreation Area – our local national park – which this parcel and the riverfront all along South St. Paul is a part of.

Mississippi River Trail Impacts Changing the Comprehensive Plan land use designation for this parcel from open space to industrial will change the experience of the Mississippi River Trail user. Currently,

the trail will run through a wooded area with tall trees. We understand from a conversation with City Planner Peter Hellegers that if the amendments are approved, the trail will run next to an 8 to 10-foot fence surrounding the storage area. Instead of paving over the 5-acre site, we encourage the city to restore the wooded area to enhance the trail user experience and optimize habitat value on the parcel.

Embracing the Riverfront Currently cities throughout the Twin Cities, our National Park, the United States and the world are working on embracing their waterfront as a natural treasure by creating parks, trails and other public amenities along their waterfronts. South St. Paul acknowledges this trend in their Mississippi River Corridor Critical Area portion of the Comprehensive Plan by saying:

- "Said future recreational uses shall be designed to create minimal alteration, protect existing vegetative and wetland areas, promote re-vegetation, and require additional landscaping, consistent with habitat and vegetation for the Critical Area/MNRRRA Corridor." Pg. 133
- "The City's Future Land Use plan would have more intensive types of industrial uses (exterior storage, manufacturing, processing, etc.) being located away from the actual riverfront and away from Interstate 494." Pg. 134
- "Because the City is aggressively promoting a regional park and trails system along the riverfront, the City will not promote the development of businesses that are dependent upon river access and usage.... Any greater intensification could be detrimental to the river corridor." Pg. 134

According to the city's Comprehensive Plan, the city intends to continue improving this part of its riverfront as a public, open space. The plan calls for the 5-acres in question as well as the surrounding industrial land to eventually become Open Space. This is defined in the city's Comprehensive Plan as:

The Open Space (OS) classification applies to lands guided for future permanent public or private open space and is intended to provide for the preservation of sensitive natural areas and protection and enhancement of wildlife habitat... Open Space lands may include trails, picnic areas, public fishing, resource protection or buffer areas, preservation of unaltered land in its natural state for environmental or aesthetic purposes, and the DNR boat launch area...

We strongly encourage South St. Paul elected officials to uphold their vision for the area and stick to their existing Comprehensive Plan land use designation. This will ensure there is some land among this largely industrial portion of the city that helps to preserve this sensitive natural area near the Mississippi River while protecting and enhancing wildlife habitat.

Zoning Amendment

FMR also respectfully requests that you oppose the suggested Zoning Amendment to allow interim exterior storage in the North Riverfront Development District (NRDD) and the Public Land Overlay District. This decision will impact the area environment, Mississippi River Trail (MRT) and the amount of natural land available for wildlife habitat and public use.

Environmental Impacts The NRDD allows for boat marinas, public recreational uses, and PWS antennas to be constructed within the district. These uses have significantly lower impacts on the land than removing five acres of vegetation and replacing it with pavement. So, in addition to sharing the environmental impact information requested above, the city should undertake a detailed environmental assessment before considering a zoning amendment. It should include an analysis of the cumulative impact that paving over five acres of vegetation in the midst of a largely industrial area would have. If left

as open space with a trail, the land has significant ecological value. The removal of such an area should be carefully analyzed, and that analysis should be shared with the public.

Mississippi River Trail Impacts The Mississippi River Trail (MRT) is planned, funded and scheduled to be constructed through this parcel between 2017 and 2018. Should the Comprehensive Plan and/or Zoning Amendment be approved, the plan to convert this parcel to industrial land includes two additional crossings of the MRT – one rail spur crossing and one 10-foot access road crossing. According to Dakota County Transportation Project Manager John Sass, there would be no safety features like trail crossing gates added at these crossings. We do not support the additional trail crossings, especially without safety features to ensure safe crossing for trail users.

Loss of Public Land With the current designation of NRDD with a Public Land Overlay District, allowing an interim use on this parcel goes against the city's stated purpose for the land. This is especially true since this land will be publically accessible by 2017 or 2018 when the MRT trail through the site is completed. The purpose of this NRRD district is to "promote and regulate the development of mixed commercial and certain high-density uses in the area adjacent to and in the vicinity of the Mississippi River by the balancing of utilization of land for the purposes for which it is most appropriate and protection of the river amenities in the public interest." Allowing open air storage within this district does not meet this purpose as it is neither high density or commercial. In addition to that, the proposal will eliminate all existing water, buffer and habitat benefits and protections.

The land also has a Public Overlay District associated with it. According to the Public Overlay District's definition, the land is owned and/or operated for public purposes and has been zoned for the most appropriate private land use, should the land be leased. With zoning that allows boat marinas, public recreational uses and PWS antennas as permitted uses, a paved outdoor storage facility would be inconsistent with the NRRD purpose and add a land-use that is not similar in character to the current permitted land uses. We find an interim zoning amendment to be detrimental to the city's plan and the larger goals for the region and our national park.

In the unfortunate scenario that this zoning amendment moves forward, we strongly recommend creating an agreement with the leasing party to restore high quality floodplain habitat to the parcel at the conclusion of the initial interim lease lasting no more than 10 years.

We thank you for your careful consideration of these comments. Please feel free to reach out to Irene Jones, River Corridor Program Director (ijones@fmr.org, x11) or Alicia Uzarek, Policy Advocate (auzarek@fmr.org, x29) with questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Irene Jones". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Irene Jones
River Corridor Program Director

Peter Hellegers

From: Chatfield, Kurt <KURT.CHATFIELD@CO.DAKOTA.MN.US>
Sent: Tuesday, September 6, 2016 4:40 PM
To: Peter Hellegers
Cc: Sullivan, Steve; Hoopingarner, Taud
Subject: RE: Comprehensive Plan Amendment - NRDD Area

Peter,

Thank you for the opportunity to comment on the potential re-guiding of land along the Mississippi River Regional Trail from "Open Space" to "Industrial". As you are aware, Dakota County is working with the City of South St. Paul and St. Paul to design a regional trail corridor that will offer outstanding recreational opportunities for people in our communities. Together, we are making a considerable public investment in this recreational corridor. Dakota County's adopted greenway guidelines place a value on locating greenways next to adjacent open spaces and minimizing the crossing of roads or railroad tracks that may be a barrier to people using the trail. As such, the current "Open Space" designation is complimentary to this purpose.

Nevertheless, we understand that the City may need to balance public open space and recreational benefits with other needs in the community. Should the City decide to re-guide the NRDD area to "Industrial" and allow an outdoor storage yard, we ask that the City consider using buffers and screening to mitigate the outdoor storage uses from people using the trail.

Sincerely,

Kurt Chatfield
Planning Supervisor
Dakota County

From: Peter Hellegers [mailto:phellegers@southstpaul.org]
Sent: Wednesday, August 17, 2016 5:43 PM
To: Peter Hellegers
Subject: Comprehensive Plan Amendment - NRDD Area

The City of South St. Paul is considering an amendment to the Comprehensive Plan to change the future land use of an area from Open Space to Industrial. The North Riverfront Development District (NRDD) is an area of the community that is adjacent to the city's northern border which abutts the Southport Industrial District in Saint Paul. The NRDD area is separated from the rest of the community by railroad lines and does not have road access. However, development of a large new park south of the NRDD area and development interest in the property from adjacent users have prompted the City to reconsider whether this area should be guided Industrial instead of Open Space. The most recent proposal is from the neighboring railroad line which would use approximately 5 acres of the NRDD space as a temporary exterior storage area (site plan attached). A future trail connection to the Mississippi River Regional Trail (MRRT) between Kaposia Landing Park and Harriet Island is planned to run along the western edge of the NRDD area and would be factored into either future land use scenario.

Communities in the metropolitan area are required to notify adjacent local governments and school districts of proposed comprehensive plan amendments. The purpose of this notification is to allow adjacent local governments and school district time to request copies of the proposed amendment so that they can offer their comments.

Peter Hellegers

From: Skancke, Jennie (DNR) <Jennie.Skancke@state.mn.us>
Sent: Tuesday, August 23, 2016 2:27 PM
To: Peter Hellegers
Cc: Daniels, Jeanne M (DNR); Petrik, Daniel (DNR); Horton, Becky (DNR)
Subject: RE: Comprehensive Plan Amendment - NRDD Area_South St. Paul

Hi Peter,

The subject parcel is in the current urban diversified district under the current regulations/Executive Order. There are no land use restrictions in this area and no height limits or river setback. When the rules are adopted and the local ordinance is updated, the new urban mixed district will have a 65 foot height limit and a 50 foot river setback. Bluff setbacks will be unchanged at 40 feet. This information may be helpful to communicate to remind stakeholders about how the pending changes compare to the current regulations.

I forwarded this proposal to our Parks and Trails Division and our environmental review coordinator, but have not heard any comments.

With a land use type resulting in greater impervious surface, we would have concerns about the potential for increased runoff which would negatively impact water quality in the river. We ask that any proposals use Atlas 14 for project planning.

Thank you,
Jennie

Jennie Skancke - Area Hydrologist (Scott, Dakota and Carver Counties)
MnDNR | 1200 Warner Road | St. Paul, MN 55106 | T: 651-259-5790 | Jennie.Skancke@state.mn.us

From: Peter Hellegers [<mailto:pheellegers@southstpaul.org>]
Sent: Wednesday, August 17, 2016 5:43 PM
To: Peter Hellegers
Subject: Comprehensive Plan Amendment - NRDD Area

The City of South St. Paul is considering an amendment to the Comprehensive Plan to change the future land use of an area from Open Space to Industrial. The North Riverfront Development District (NRDD) is an area of the community that is adjacent to the city's northern border which abutts the Southport Industrial District in Saint Paul. The NRDD area is separated from the rest of the community by railroad lines and does not have road access. However, development of a large new park south of the NRDD area and development interest in the property from adjacent users have prompted the City to reconsider whether this area should be guided Industrial instead of Open Space. The most recent proposal is from the neighboring railroad line which would use approximately 5 acres of the NRDD space as a temporary exterior storage area (site plan attached). A future trail connection to the Mississippi River Regional Trail (MRRT) between Kaposia Landing Park and Harriet Island is planned to run along the western edge of the NRDD area and would be factored into either future land use scenario.

Communities in the metropolitan area are required to notify adjacent local governments and school districts of proposed comprehensive plan amendments. The purpose of this notification is to allow adjacent local governments and school district time to request copies of the proposed amendment so that they can offer their comments.

If there is anything I can do to facilitate your review, answer questions, or be of further assistance, please do not hesitate to contact me by e-mail at pheellegers@southstpaul.org or by phone at (651) 554-3217.

MINUTES OF MEETING
SOUTH ST. PAUL PLANNING COMMISSION
September 7, 2016

MEETING CALLED TO ORDER BY COMMISSIONER JOHN ROSS AT 7:00 P.M.

Present:	John Ross	Absent:	Ryan Briese
	Jason Pachl		
	Ruth Krueger		
	Tim Felton		
	Justin Humenik		
	Stephanie Yendell		
	Peter Hellegers, City Planner		

- 1) APPROVAL OF AGENDA – approved as presented – Yendell/Krueger (6-0)
- 2) APPROVAL OF MINUTES for August 3, 2016 – Chair Ross requested that the adjournment time be included in future meeting minutes - approved as presented – Yendell/Pachl (6-0)

3) PUBLIC HEARINGS

- A. Comprehensive Plan Amendment: Changing the Future Land Use designation of a property in the community from Open Space to Industrial
- B. Zoning Amendment: Amendment to the North Riverfront Development District (NRDD) that would allow exterior storage as an Interim Use

Commissioner Ross indicated the public hearing portion of this request was carried over from the August 3rd meeting. The items will be discussed together; however, will be dealt with by separate motions.

Mr. Hellegers reported the request is to amend the Comp Plan changing the future land use designation from Open Space to Industrial and a Zoning Amendment allowing exterior storage as an Interim Use. Notification was sent to adjacent communities and agencies offering the opportunity to provide comment. Comments in the form of emails were received from the DNR, Dakota County and Friends of the Mississippi River and were provided to the Commission for consideration.

Chair Ross opened the public hearing portion asking if anyone in attendance wished to comment:

M. Docks (1503 Willis) – requested documentation regarding this matter and reiterated his concerns from the August meeting relating to noise/diesel train pollution, preservation of wildlife and green space and asked the Commission to consider the ramifications of the request.

L. Swanson (901 16th Ave. N.) – read a letter dated September 7, 2016 from the Friends of the Mississippi River stating the organization is in opposition to the proposed Comp Plan and Zoning Code amendments stating concerns with environmental impacts, impacts to the Mississippi River Trail and the amount of natural land available for wildlife habitat and public use. The group asked the elected officials to uphold the vision of the area and stick to the current use.

M. Peterson (909 16th Ave. N.) – stated that once the open space is gone it's gone. Is in opposition for changing the area to Industrial.

J. Mullin (1504 Willis) – queried the radius of the notification area to which staff responded the radius of notification was much expanded. Mr. Mullin expressed his opposition and feared interest would subside if the matter is continued to October. If the matter moves forward an environmental impact study should be the first item of business.

J. Francis (107 19th Ave. N.) – stated opposition and asked if the City has spoken to the St. Paul Port Authority regarding their intended use. Staff reported the Port Authority was contacted and they may be interested in an expansion of the impound lot.

Chair Ross closed the public hearing portion of the matter. Mr. Hellegers stated correspondence from all agencies hadn't been received.

Commissioner Felton stated he hadn't changed his opinion stating it's a big mistake to change the use from Open Space as there's no upside to doing it.

Commissioner Yendell requested that previous meeting minutes containing citizen comments be included in future reports, etc. in order that all citizen comments are considered.

Commissioner Krueger opined if the City isn't going to consider allowing exterior storage there is no need to change the designation from open space to anything else. Ms. Krueger stated the river should be celebrated and that any revenue derived from the railroad is penny wise and pound foolish.

Commissioner Pachl opined that taking away woods forces the wildlife out, it's the last piece of green space and stated the importance of preserving what we currently have.

Mr. Hellegers stated the meeting could be continued if the Commission wished to further consider additional documentation that may be submitted. Commissioner Felton stated he was in favor on voting on the matter this evening.

Chair Ross indicated he visited the site today and in his opinion changing the future land use designation would give the ability of the City to put something on the tax rolls albeit storage. The City would have control with the ability to require an interim use permit, to

stipulate screening and how the trail goes.

Commissioner Yendell stated that she didn't believe that correspondence from a state agency that was in support of the Comp Plan change would change her mind due to the overwhelming citizen opposition.

Motion to deny item 3A. Comprehensive Plan Amendment changing the Future Land Use designation from Open Space to Industrial – Felton/Pachl (5-1)

Motion to deny item 3B. Zoning Amendment to allow exterior storage as an Interim Use in the North Riverfront Development District – Felton/Pachl (5-1)

C. Mad Further (1725 Henry Ave.): Consider a request for a 3-year IUP to host a car show on the ramp of the South St. Paul Fleming Field Airport. The first event would take place on October 8, 2016 and subsequent car shows would be for mid-September in 2017 and 2018.

Mr. Hellegers stated the applicant is not able to hold the car show event on October 8, 2016 and is requesting the matter be extended to the October 5th Planning Commission. The request is for a 3-year IUP with the first car show event taking place in May, 2017.

Motion to continue the matter to the October 5, 2016 Planning Commission meeting – Ross/Yendell (6-0)

D. Danner, Inc. Proposal (600 Verderosa Ave.): Consider a request for a 19,317 square foot building, with Conditional Use Permit for gas/diesel fueling station, exterior storage, variances for minimum building size, and an Interim Use Permit for a rock crushing operation.

Mr. Hellegers reported the applicant is requesting a vote on this item tonight due to a scheduled closing and the need to get the process underway to make it a reality. The applicant is selling his current 30-acre site at 843 Hardman and relocating to 600 Verderosa which is further north. The proposal calls for the construction of a 1,900 s.f. building for truck service including 3,500 s.f. of office space. A lower level parts storage space would be located under the office space. The western end of the property would include fueling stations for gasoline and diesel fuel. The eastern portion would be screened for exterior storage and would be used for a temporary rock crushing operation. The concrete crushing and stockpiling is needed to excavate concrete material buried on the site. The crushing and stockpiling is estimated to last for 4 years.

Items that fall under a CUP include the fueling portion for gas and diesel and exterior storage. Rock crushing is allowed as a Conditional or IUP subject to a redevelopment plan which the applicant is looking to do. A PUD could be considered if looking at the whole development scenario. Without the PUD a variance for quite a bit of square footage would be needed as lot coverage is at 6.5%. The applicant is looking to build in phases so full development of the property could accommodate two additional properties to the east

August 3, 2016
PC Minute Excerpt

(attached or detached) plus one other accessory building. The item was brought to the Planning Commission after the City Council directed staff amend the zoning code due to the difficulty encountered by a homeowner who wished to build a garage; however, they already had an existing garage and accessory structure on the property. The current Code would require removal of the accessory building (shed) prior to building the second garage.

Staff is proposing the following two alternatives:

Alternative A would amend the language to allow 2 accessory structures (detached garage and shed) when the property already has an attached garage. The 1,200 s.f. of allowable space would count against just the accessory (detached) buildings;

Alternative B would allow 2 accessory buildings (detached garage and shed) when there is an attached garage but the space for all accessory uses would be capped 1,200 square feet of space would be capped for all accessory uses (attached garage, detached garage, shed);

Discussion ensued regarding timing of the matter. Mr. Hellegers noted it is not necessary to make a decision by a specific date as nothing is pushing the 60-day rule. Commissioner Yendell commented there was also the option to change nothing as the previous variance request was a unique circumstance and didn't warrant changing the code.

Commissioner Felton stated Yendell's comment made sense and stated he didn't have an issue with holding the matter over until the next meeting.

Motion for continuance to the September Planning Commission meeting – Yendell/Pachl (6-0).

E. Comprehensive Plan Amendment: Changing the Future Land Use designation of a property in the community from Open Space to Industrial.

F. Zoning Amendment: Amendment to the North Riverfront Development District that would allow exterior storage as an Interim Use.

Items 3.E and 3.F were discussed together. Mr. Hellegers reported the City has received inquiries from two potential users interested in exterior storage on the City-owned property at the northeast corner of the city.

The Union Pacific Railroad is proposing to lease a 5-acre parcel on City-owned property for exterior storage of track materials for their railyard improvements and storage space for materials and rail cars. Mr. Hellegers explained the use would require an Interim Use Permit to allow the exterior storage. Additionally, the space is currently designated as Open Space which does not allow for exterior storage and would necessitate changing the Future Land Use (Comp. Plan) designation to Industrial. If the land use designation is changed to Industrial the zoning would require an amendment to allow exterior storage as a conditional use.

*August 3, 2016
PC Minute Excerpt*

Chair Ross asked if anyone present wished to comment on the proposed Comprehensive Plan amendment for the NRDD area changing it from Open Space to Industrial or allowing exterior storage in the NRDD.

The following residents spoke in opposition to amending the Comprehensive Plan for the NRDD area changing it from Open Space to Industrial:

Dennis Walter (1581 N. Concord) stated the NRDD was put in as a buffer from Barge Channel Road in St. Paul and believes the Union Pacific Railroad would seek additional railroad tracks if the amendment was approved. The City made an investment in ballparks and going from Open Space to Industrial is a drastic change and doesn't go with the trail. He also had concern that industrial is not the right image for the area. The area is the gateway to the City and doesn't believe it's a right fit.

Sara and Ben Reno (1654 Willis) expressed concern over their river view, the effect on the wildlife and what the DNR has to say regarding the matter.

Staff reported the DNR and MRCCA would be contacted for their comments. In addition, adjacent communities will be notified in advance of the September meeting.

Mike Doggs (1503 Willis) indicated there is already noise from the airport, railroad including diesel fumes from trains. He is in favor of leaving the area as green space for a legacy for children and grandchildren. Has an environmental impact study been considered?

Stan Krueger (1315 Kassan Ct.) stated the area is subject to flooding and the storage would need to be moved easily in the event of flooding. In his opinion an industrial use should not be adjacent to the new ballfields. Railroad tracks are not temporary.

Richard Steffels (1514 Willis) – 30-year resident stated the value of his property will decrease if the view of the river goes away and opined that if the property is developed the deer will go away.

Joe Moen (1504 Willis) stated he purchased the property four months ago; however, had he known this would take place he wouldn't have made the purchase.

Chair Ross thanked the residents in attendance for their patience in waiting for the discussion of the agenda item and requested staff to place the items at the top of the September meeting agenda.

Commissioner Felton thanked the residents for their opinions and expressed reservations stating the matter will be an uphill battle.

Motion to continue the matters to the September 7, 2016 Planning Commission meeting including holding the public hearing portion open – Ross/Humenik (6-0)



CITY COUNCIL AGENDA REPORT

DATE: SEPTEMBER 19, 2016

DEPARTMENT: Police

ADMINISTRATOR: SPIK

10-F

AGENDA ITEM: Ordinance Related to Residency Restrictions of Sexual Offenders and Sexual Predators

ACTION TO BE CONSIDERED:

Motion to introduce for its first reading *an ordinance amending Chapter 38 regarding offenses and miscellaneous provision.*

OVERVIEW:

It is the intent of this ordinance to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

This ordinance would make it unlawful for any designated offender to establish a permanent residence or temporary residence within one thousand five hundred feet (1,500) of any of the following places:

- (1) Public or private school
- (2) Public park or playground
- (3) Place of worship that provides regular educational programs (i.e. Sunday school)
- (4) Licensed child care facilities
- (5) Sexually oriented businesses

SOURCE OF FUNDS:

N/A

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

Ordinance No. _____

**AN ORDINANCE AMENDING CHAPTER 38
REGARDING OFFENSES AND MISCELLANEOUS PROVISIONS**

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

SECTION 1. ENACTMENT. South St. Paul City Code Chapter 38 is hereby amended by enacting Article V – Sexual Offenders and Sexual Predators as follows:

**CHAPTER 38 OFFENSES AND MISCELLANEOUS PROVISIONS
ARTICLE V - SEXUAL OFFENDERS AND SEXUAL PREDATORS**

Sec. 38-115 - Findings and Intent

- (a) Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses, and most sexual offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.
- (b) It is the intent of this chapter to serve the city’s compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

Sec. 38-116 - Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Designated offender means any person who has been convicted of a designated sexual offense, regardless of whether adjudication has been withheld, in which the victim of the offense was less than sixteen (16) years of age, or has been categorized as a level III sex offender under Minnesota statutes section 244.052 or successor statute.

Designated sexual offense means a conviction, adjudication of delinquency, commitment under Minnesota statutes chapter 253B, or admission of guilt under oath without adjudication involving any of the following offenses: Minnesota statutes sections: 609.342; 609.343; 609.344; 609.345; 609.352; 609.365; 617.23; 617.246; 617.247; 617.293; successor statutes; or a similar offense from another state.

Permanent residence means a place where the person abides, lodges, or resides for fourteen (14) or more consecutive days. Permanent residence does not require an ownership interest by the person in such residence.

Temporary residence means a place where the person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sec. 38-117 - Residence Prohibition; Penalties; Exceptions

(a) Prohibited Location Of Residence: It is unlawful for any designated offender to establish a permanent residence or temporary residence within one thousand five hundred feet (1,500') of any of the following places:

- (1) Public or private school
- (2) Public park or playground
- (3) Place of worship that provides regular educational programs (i.e. Sunday school)
- (4) Licensed child care facilities
- (5) Sexually oriented businesses.

(b) Prohibited Activity: It is unlawful for any designated offender to participate in a holiday event involving children under eighteen (18) years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas, or wearing an Easter bunny costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this subsection.

(c) Measurement Of Distance:

- (1) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer property line of a school, park, playground, place of worship, licensed child care facility, or sexually oriented business.

- (2) The city clerk shall maintain an official map showing prohibited locations as defined by this chapter. The clerk shall update the map at least annually to reflect any changes in the location of prohibited zones.
- (d) Penalties: Any person violating any provision of this chapter shall be guilty of a misdemeanor or administrative citation and shall be punished as provided in this code. Each day a person maintains a residence in violation of this chapter constitutes a separate violation.
- (e) Exceptions: A designated offender residing within a prohibited area as described in subsection (a) of this section does not commit a violation of this section if any of the following applies:
 - (1) The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes Sections 243.166, 243.167, or successor statute, prior to October 3, 2016.
 - (2) The person was a minor when he/she committed the offense and was not convicted as an adult.
 - (3) The person is a minor.
 - (4) The school, park, playground, place of worship, licensed child care facility, or sexually oriented business within one thousand five hundred feet (1,500') of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes Section 243.166 or 243.167.
 - (5) The residence is also the primary residence of the person's parents, grandparents, siblings, or spouse.

Sec. 38-118 - Renting Real Property; Penalties

- (a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this chapter, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in subsection 38-117(a) of this chapter.
- (b) A property owner's failure to comply with provisions of this section shall constitute a violation of this section.
- (c) If a property owner discovers or is informed that a tenant is a designated offender after signing a lease or otherwise agreeing to let the offender reside on the property, the owner or property manager may evict the offender.

Sec. 38-119 - Severability

Should any section, subdivision, clause or other provision of this chapter be held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of this chapter as a whole, or of any part thereof, other than the part held to be invalid.

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:

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

Approved: _____

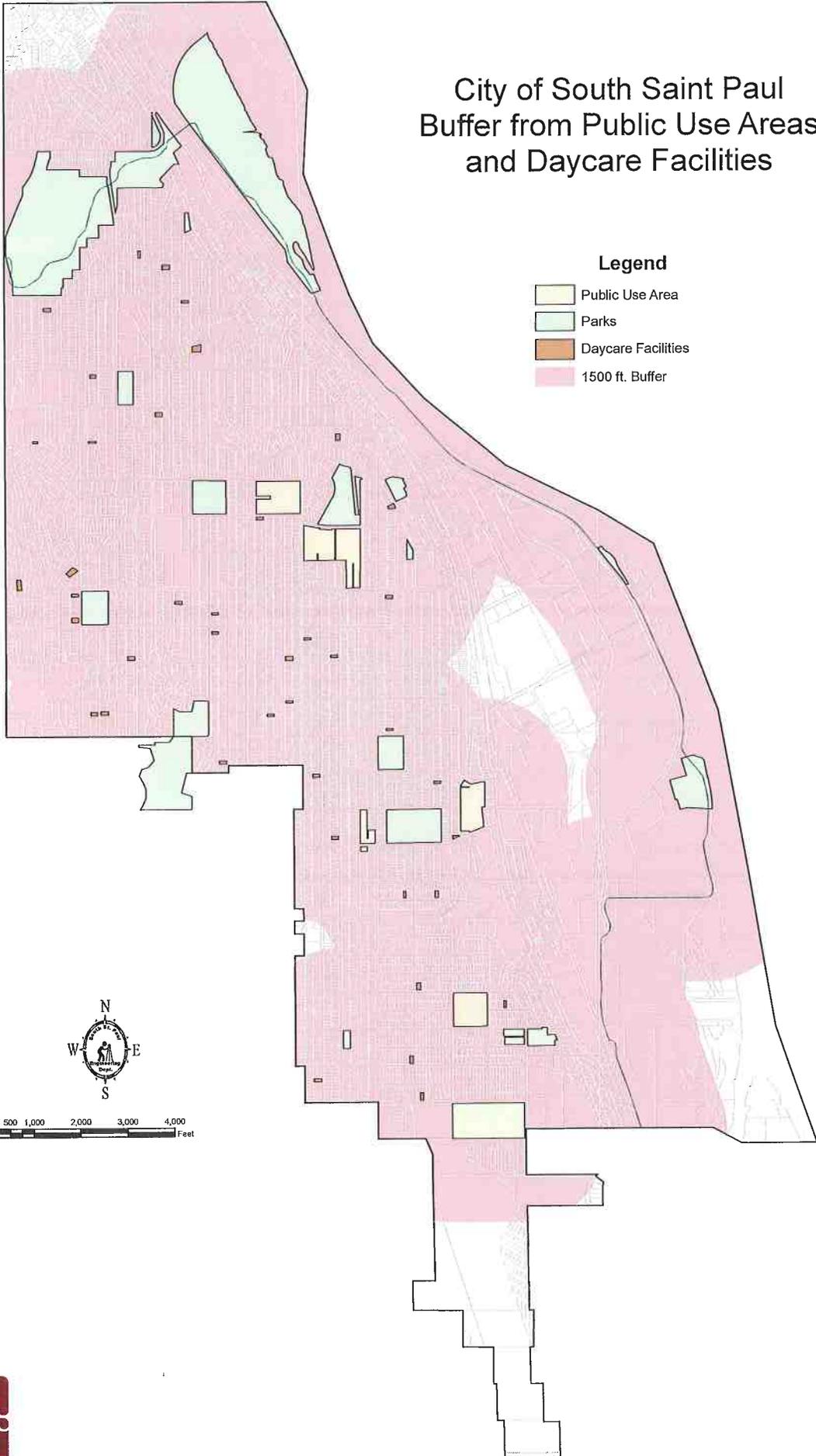
Published: _____

Christy Wilcox, City Clerk

City of South Saint Paul Buffer from Public Use Areas and Daycare Facilities

Legend

- Public Use Area
- Parks
- Daycare Facilities
- 1500 ft. Buffer





CITY COUNCIL AGENDA REPORT

DATE: September 19, 2016

DEPARTMENT: CITY ATTORNEY

ADMINISTRATOR: SPK

10-G

AGENDA ITEM: First Reading - Interim Ordinance for New Telecommunication Towers and Antennas

ACTION TO BE CONSIDERED:

Introduce for its First Reading: An Interim Ordinance for the Prohibition of New Communication Towers and Antennas to Allow for the Study, Adoption or Amendment of Official Controls Related to the City Code and Zoning Code.

OVERVIEW:

The City has recently been exploring the implementation of a Right of Way Ordinance that would provide better regulations regarding the placement and maintenance of facilities in the rights of way, as well as the recovery of the administrative costs that are associated with the monitoring of such obstructions. At the same time, the City has been approached by a company seeking a small cell antenna deployment opportunity on any City-owned light poles, which are within the City's rights of way. The most recent trend in telecommunication companies is to ask cities across the Metro area to fill gaps between antenna towers with small antennas on city-owned light poles. Some cities are rejecting the requests and others are finding ways to allow it.

While the City of South St. Paul has a zoning ordinance that addresses wireless telecommunication facilities that could be applied to address the cell company's request, given the coincidental timing of the proposed Right of Way Ordinance, the City Staff thought it might be best to provide a more uniform approach, instead of just responding to the company's request as either a zoning telecommunication application or a city engineer right of way application or both. In order to provide that uniform process, the City needs to study the current ordinances and proposed ordinance in a thoughtful manner. We are therefore requesting that the Council adopt a moratorium (interim ordinance) for up to one year that would prevent the acceptance of any applications involving telecommunication facilities in order to study the matter and return with a well-thought-out approach to address this type of request. It is anticipated that the study will not require a full year, so the moratorium would only be in effect until *either* new ordinances are adopted that address the situation adequately, or one year, whichever occurs first.

We ask that you introduce the ordinance for its first reading tonight and then schedule it for a final reading on Oct. 3.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

Ordinance No. _____

**AN INTERIM ORDINANCE FOR THE PROHIBITION OF NEW COMMUNICATION
TOWERS AND ANTENNAS TO ALLOW FOR THE STUDY, ADOPTION OR
AMENDMENT OF OFFICIAL CONTROLS RELATED TO THE CITY CODE AND
ZONING CODE**

WHEREAS, the purpose and intent of this Ordinance is to prohibit the permitting and construction of new communication towers and antennas during the City's study and planning activities related to current communication tower and antenna regulations as well as the City's analysis of technology advances of amateur radio communications, government and emergency radio communications, and private cellular telecommunications and small cell deployments and the inherent need for towers and antennas to support communication technologies. This Ordinance prohibits the permitting and construction of new communication towers, antennas and related facilities during the City's planning processes. This Ordinance is also intended to facilitate the study, adoption or amendment of official controls related to communication towers and antennas in the City Code and Zoning Ordinance; and

WHEREAS, Minnesota Statutes, Section 462.355, Subdivision 4, authorizes municipalities to adopt interim ordinances to regulate, restrict or prohibit any use, development, or subdivision for the purpose of protecting the planning process and the health, safety and welfare of its citizens; and

WHEREAS, the City Engineer is currently studying, reviewing and considering requesting the Council to implement and adopt a right of way ordinance to address all public utilities and users of rights of way, including telecommunication facilities; and

WHEREAS, the City Planner has received a request for small cell antenna to be placed on City-owned light poles within the city; and

WHEREAS, the City's planning process has identified the need to analyze various interrelated planning factors to facilitate the zoning regulation of communication towers and antennas in various zoning districts, including rights of way, and related new communication technologies.

THE CITY COUNCIL OF THE CITY OF SOUTH ST. PAUL DOES ORDAIN:

SECTION 1. INTERIM ORDINANCE. Any new communication tower, including but not limited to amateur radio communication towers, government and emergency radio communication towers, and private cellular telecommunication towers and antennas (hereinafter defined as "Communication Facilities") shall be prohibited for a period of one year from the effective date of this Ordinance or until the City Council adopts regulations or amendments for such Communication Facilities, whichever occurs first. During the interim ordinance period:

- a. No building permit applications for Communication Facilities shall be accepted or issued by the City;

- b. No planning applications for Communication Facilities shall be accepted or approved by the City; and
- c. No Comprehensive Plan amendment applications if said Comprehensive Plan amendment is related to an application for Communication Facilities shall be accepted or approved by the City; and
- d. No right of way permits for Communication Facilities shall be accepted or approved by the City.

SECTION 2. STUDY. During the period of this Interim Ordinance, the Planning Commission and/or the City Council shall direct the City staff to study the required planning factors for the timely amendment or confirmation of the official controls related to the Communication Facilities.

SECTION 3. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The City is adopting a moratorium for up to one year on applications for telecommunication facilities, including telecommunication towers and antenna in order to properly study these uses and ensure appropriate zoning and regulatory provisions are in place.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Christy Wilcox, City Clerk



City Council Agenda Report

Date: September 19, 2016

Department: Economic Development

Administrator: SPK

10-H

Agenda Item: Approval of Purchase Agreement and Development Agreement with MidwestOne Bank for 900 Southview Blvd., 920 Southview Blvd. and 145 – 10th Avenue South

Action to be considered:

Approve a purchase agreement and development agreement as executed between the South St. Paul Economic Development Authority (EDA) and MidwestOne Bank for EDA-Owned properties at 900 Southview Blvd., 920 Southview Blvd. and 145 10th Avenue South.

Overview:

At its September 12, 2016 regular meeting, the EDA held a public hearing to approve sale of 900 – 920 Southview Boulevard and 145 10th Avenue South for redevelopment purposes. The sale and redevelopment are subject to the terms and conditions of a purchase agreement and development agreement as executed by the EDA and the Buyer as of September 12, 2016.

The Buyer, MidwestOne Bank, and the City have amicably negotiated a purchase price of \$175,000, in addition to other terms outlined below, in good faith. With this purchase, the Buyer proposes the construction of a 6,000 to 8,000 square foot bank building with drive-through facilities on this approximately 0.67 acre assemblage of property. The agreement follows and is consistent with the negotiations that the EDA was updated on at EDA meetings held throughout mid-2016.

The three properties subject to the purchase agreement were purchased by the City over a period of years with the intention of assembling a marketable site for private redevelopment. Overall, the City spent approximately \$235,000 in acquisition costs for the three properties. In addition, demolition, environmental, and assessment costs to the City totaled approximately \$100,000 for the properties. Some of the City's costs were offset, however, through various grant awards which totaled \$280,000.

Like all publicly owned properties, this site does not currently generate any tax revenue, nor has it for several years. Approval of the purchase and development agreement serves to return the site to a productive and contributing use that has the potential to benefit the Southview Corridor and the City as a whole by adding tax base, retaining quality employment opportunities, retaining critical neighborhood and community services, and enhancing the character of the corridor. As confirmed by the Dakota County Assessor's Office, staff estimates (in round numbers) a market value resulting from the project of between \$800,000 and \$925,000. At current tax rates, the total tax bill from such a project, beginning in 2018, would be between \$28,900 to \$33,250. The City's portion of the tax bill is estimated at between \$13,000 and \$16,000.

As executed, the purchase agreement and development includes several essential – but somewhat unique or otherwise deal-specific – provisions that the Council should be aware of, as outlined below:

Key Dates

- **September 20, 2016** – assuming Council approval tonight, the agreement becomes effective the next business day. The buyer has the right at any time on or after that date to access the property for investigations (surveying, soil and groundwater testing, etc.).
- **October 5, 2016** – City Staff is required to provide all available surveys, tests, and reports related to the property by this date. Staff has already provided the Buyer with requested information, as of this writing.
- **December 5, 2016 (Contingencies)** – The buyer and seller have the right to be satisfied of each of the contingencies found in Sections 5.1. and 5.2 (pages 3 – 5 of the agreement) by this date.
- **January 4, 2017 (Closing)** – The agreement requires that the date of closing shall be no later than this date.
- **May 4, 2017 (Grant Applications)** – The agreement requires the Buyer (with assistance from the City) to pursue grant funding for environmental investigation and/or remediation within 120 days of Closing.

Notable Provisions

- **Purchase Price** – Section 1.3 establishes a purchase price of \$175,000 for the site, with \$15,000 held as earnest money and the balance (\$160,000) payable at closing (see above).
- **Undergrounding of Utilities** – 7.5.1 (Page 8 of the agreement) stipulates that the buyer has the option to seek to have all overhead wires on the property replaced below ground (in the public alley), at their sole cost and expense. The provision further provides the buyer with the option of having the City undertake this project, in which case the City would assign a special assessment for the costs to the Buyer over a ten-year period at a 5% fixed interest rate.
- **Environmental Matters** – Section 11 (pages 12-16) of the agreement establishes that the City will participate in the investigation and cleanup of environmental conditions existing on the site, as follows:
 - *Cost Participation for Environmental Study* – per 11.2.1 (page 13-14 of the agreement), the City agrees to use closing proceeds in an amount of up to \$20,000 to reimburse the Buyer for the costs related to any environmental investigation of the property.
 - *Cost Participation for Environmental Mitigation/Remediation* – per 11.2.2 (page 14) of the agreement, the City agrees to use closing proceeds in an amount of up to \$30,000 for the costs directly related with any environmental remediation.
 - *Additional Environmental Costs* – 11.2.3 (page 15) of the agreement stipulates that, in the event that the Buyer's actual costs for environmental study and/or environmental remediation exceed those outlined above, the costs would be paid for:

- With the first \$25,000 in excess of the aforementioned amounts by the Buyer;
 - With any costs above and beyond those outlined above split “50-50” between the Buyer and the City.
- *City Held Harmless* – 11.2.4 (page 14) of the agreement states that the City is indemnified of any further responsibility related to environmental conditions of the site.
- *Grant Application* – 11.2.5 (page 14-15) of the agreement specifies that the Buyer will seek grant assistance – with the City’s assistance - for the environmental investigation, study, remediation, and/or mitigation of the property. In the event of a successful grant application, grant monies would be paid first to the City in the amount the City contributes to Environmental Study and/or Remediation.
- **Alley Relocation** – 23.1 (page 18 of the agreement) stipulates that the City will vacate the portion of the existing N-S alley contained within the parcel, and that the Buyer will work with the City to determine the location of and ultimately provide a public ingress, egress, and access easement through the property.
- **Joint Parking** – 23.2 (page 18 of the agreement) stipulates that the Buyer agrees to allow for the use of its parking areas by the general public during non-business hours, and to enter into an agreement with any future non-residential development that might locate to the north of the property.
- **Right of First Refusal** – Exhibit F (page B-5 through B-9) provides the EDA with the right of first refusal in the event that the bank chooses to sell the property

Source of Funds:

City costs, if any, are proposed to be derived from the City’s closing proceeds and/or potential future grant funds.

PURCHASE AGREEMENT
(South St. Paul, MN)

THIS PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of August _____, 2016, by and between **MidWestOne Bank**, an Iowa banking corporation (“**Buyer**”), and the **South St. Paul Economic Development Authority**, a public body corporate and politic organized and existing under the laws of the State of Minnesota (“**Seller**”).

RECITALS

A. Seller is the owner of certain real property located at 900, 920 Southview Boulevard and 145 10th Avenue South, South St. Paul, Minnesota with Parcel Identification Numbers of 36-48800-01-150, 36-48800-01-180 and 36-48800-01-190 and legally described on Exhibit A attached hereto (the “**Property**”).

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the same to Buyer, all on the terms and conditions of this Agreement.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. **Sale.**

1.1 **Sale.** Subject to the terms and provisions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property.

1.2 **Effective Date.** The effective date of this Purchase Agreement shall be August _____, 2016 (the “**Effective Date**”).

1.3 **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property shall be One Hundred Seventy Five Thousand and No/100 Dollars (**\$175,000.00**) (the “**Purchase Price**”), payable as follows: (a) Fifteen Thousand and No/100 Dollars (**\$15,000.00**), as earnest money, to be paid to Land Title, Inc. (“**Title**”), to be held in escrow by Title (“**Earnest Money**”); and (b) the balance on the Closing Date (as defined in Section 6) subject to those adjustments, prorations and credits described in this Agreement, in cash or certified funds or by wire transfer pursuant to instructions from Seller.

2. **Available Surveys, Tests, and Reports.** Within fifteen (15) days after the Effective Date, Seller shall provide Buyer with (a) copies of all surveys, soil tests and environmental reports previously conducted on the Property, and (b) contracts and all other documents and material information relating to the Property (the “**Due Diligence**”).

Materials”), all of which may be in the possession of Seller or to which Seller may have immediate access.

3. **Buyer's Investigations.** At any time following the Effective Date, Seller shall allow Buyer and Buyer's agents access to the Property without charge and at all times for the purpose of Buyer's investigation and testing of the Property, including surveying and testing of soil and groundwater (“**Buyer's Investigations**”). Buyer shall provide to Seller copies of all written test results and reports conducted as part of Buyer's Investigations. Buyer agrees to pay all of the costs and expenses associated with Buyer's Investigations, to cause to be released any lien on the Property arising as a result of Buyer's Investigations and to repair and restore, at Buyer's expense, the Property to the condition that existed prior to the Buyer's Investigations.

4. **Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, or the Property is rendered untenable, Seller shall immediately give Buyer notice of such condemnation, taking or damage. After receipt of notice of such condemnation, taking or damage (from Seller or otherwise), Buyer shall have the option (to be exercised within thirty (30) days after Seller's written notice) either (a) to require Seller to (i) convey the Property at Closing (as defined in Section 6) to Buyer in its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at Closing all of Seller's right, title and interest in and to any claims Seller may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving notice of such termination to Seller, whereupon this Agreement shall be terminated, any amount previously paid by Buyer to Seller, including the Earnest Money, shall be refunded to Buyer and thereafter neither party shall have any further obligations or liabilities to the other. If the right to terminate this Agreement is not exercised within such thirty (30) day period, such right shall be deemed to have been waived. Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonably withheld.

5. **Contingencies.**

5.1 **Buyer's Contingencies.**

5.1.1 Unless waived by Buyer in writing, Buyer's obligation to proceed to Closing shall be subject to (a) performance by Seller of its obligations hereunder, (b) the continued accuracy of Seller's representations and warranties provided in Section 9.1, and (c) Buyer's satisfaction, in Buyer's sole discretion, as to the contingencies described in this Section 5.1:

5.1.1.1 On or before the Effective Date, Buyer shall have received approval from its Board of Directors for the purchase of the Property, in its sole discretion.

5.1.1.2 On or before the Contingency Date (defined below), Buyer shall have determined, in its sole discretion, that it is satisfied with (a) the results of and matters disclosed by Buyer's Investigations, physical inspection, surveys, soil tests, engineering inspections, hazardous substance and environmental reviews of the Property, and all other inspections and due diligence regarding the Property, including any association rules or regulations applicable to any of the Property or any Due Diligence Materials. Notwithstanding the foregoing, any acceptance by Buyer pursuant to this Section 5.1.1.2 shall be subject to Section 11.2.

5.1.1.3 Governmental Approvals. On or before the Contingency Date, Buyer shall have obtained on terms reasonably satisfactory to Buyer: (i) any rezoning, permits or other governmental approvals necessary at the Property for the development of a 6,000 to 8,000 square foot bank building and related drive thru amenities and customer parking ("**Buyer's Intended Use**"); (ii) all permits, licenses, variances or approvals necessary for the lawful construction, and operation of Buyer's Intended Use of the Property; (iii) all easements for utilities, services and access necessary for the construction and operation of Buyer's Intended Use of the Property; and (v) all utilities or services necessary for the construction and operation of Buyer's Intended Use of the Property.

5.1.1.4 On or before the Contingency Date, Buyer shall have satisfied itself, in Buyer's sole discretion, that access to and from roads and the Property is adequate for Buyer's Intended Use of the Property, including without limitation, access to the Property from the adjacent alley, median cuts and curb cuts.

5.1.1.5 On or before the Contingency Date, Buyer shall have satisfied itself, in Buyer's sole discretion, that water and gas mains, electric power lines, sanitary and storm sewers and other utilities are available to the Property.

5.1.1.6 On or before the Closing Date, Buyer shall have received from Title an irrevocable commitment to issue a title insurance policy for the Property in a form and substance satisfactory to Buyer in Buyer's sole discretion, not disclosing any encumbrance not acceptable to Buyer in Buyer's sole discretion.

5.1.1.7 Development Agreement. At Closing, Buyer and Seller shall enter into a development agreement, the form of which is attached hereto and incorporated herein as **Exhibit B**, which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties, that will govern the development of the Property for Buyer's Intended Use (the "Development Agreement").

5.1.1.8 Regulatory Approval. On or before the Contingency Date, Buyer shall have received any and all applicable and required state or federal bank licensing regulatory approval for the acquisition, development and Buyer's Intended Use of the Property in the form and content acceptable to the Buyer in Buyer's sole discretion.

The foregoing contingencies are for Buyer's sole and exclusive benefit and one (1) or more may be waived in writing by Buyer in its sole discretion. Seller shall reasonably cooperate with Buyer's efforts to satisfy such contingencies. Unless otherwise expressly stated herein, Buyer shall bear all cost and expense of satisfying Buyer's contingencies. If any of the foregoing contingencies have not been satisfied on or before the applicable contingency date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Such written notice must be given on or before the applicable contingency date, or, Buyer's right to terminate this Agreement pursuant to this Section shall be waived. If Buyer terminates this Agreement pursuant to this Section, then any amount previously paid by Buyer to Seller, including the Earnest Money, shall immediately be refunded to Buyer. Upon termination, neither party shall have any further rights or obligations against the other regarding this Agreement or the Property.

5.1.2 If Buyer elects not to exercise any of the contingencies set out herein, such election may not be construed as limiting any representations or obligations of Seller set out in this Agreement, including without limitation any indemnity or representations with respect to environmental matters. Further, Buyer shall not be deemed to have waived any of the foregoing contingencies on account of its execution of this Agreement.

5.1.3 As used in this Agreement, the "**Contingency Date**" shall mean the first (1st) business day occurring seventy-five (75) calendar days after, and not including, the Effective Date.

5.2 **Seller's Contingencies**. Seller's obligation to proceed to Closing shall be subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions:

5.2.1 Buyer shall have performed and satisfied all agreements, covenants and conditions required pursuant to this Agreement to be performed and satisfied by or prior to the Closing Date.

5.2.2 All representations and warranties of Buyer contained in this Agreement shall be accurate as of the Closing Date.

5.2.3 Development Agreement. At Closing, Buyer and Seller shall have entered into a development agreement, the form of which is attached hereto and incorporated herein as **Exhibit B**, that will govern the development and use of the Property, which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties.

5.2.4 Default. There shall be no uncured default by Buyer of any of its obligations under this Agreement as of the Closing Date, not otherwise waived by Seller.

If any contingency contained in this Section 5.2 has not been satisfied on or before the date described herein, and if no date is specified, then the Closing Date, then this Agreement may be terminated by written notice from Seller to Buyer. If termination occurs, Seller shall return the Earnest Money plus any accrued interest to Buyer, in which event all documents deposited by Buyer shall be immediately returned to Buyer, and all documents deposited by Seller shall be immediately returned to Seller and neither party will have any further rights or obligations with respect to this Agreement or the Property. All the contingencies in this Section 5.2 are specifically for the benefit of Seller, and Seller shall have the right to waive any contingency in this Section 5.2 by written notice to Buyer.

6. **Closing**. The Closing of the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur within thirty (30) calendar days after, and not including, the Contingency Date (the "**Closing Date**"). Seller agrees to deliver legal and actual possession of the Property to Buyer on the Closing Date.

6.1 **Seller's Closing Documents and Deliveries**. On the Closing Date, Seller shall execute and/or deliver, as applicable, to Buyer the following:

6.1.1 **Warranty Deed**. A warranty deed, with state deed tax paid, conveying title to the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the "**Deed**").

6.1.2 **FIRPTA Affidavit**. An affidavit of Seller certifying that Seller is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

6.1.3 **Seller's Affidavit**. A standard owner's affidavit (ALTA form) from Seller which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

6.1.4 **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Seller, certifying that the representations and warranties of Seller contained in this Agreement are true as of the Closing Date ("Bring-Down Certificate").

6.1.5 **Settlement Statement**. A settlement statement with respect to this transaction.

6.1.6 **Development Agreement**. The Development Agreement, the form of which is attached hereto and incorporated herein as **Exhibit B**, which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties.

6.1.7 **General Deliveries**. All other documents reasonably determined by Title to be necessary to transfer the Property to Buyer and to evidence that Seller (a) has satisfied all indebtedness with respect thereto, (b) has obtained such termination statements or releases from such secured creditors as may be necessary to ensure that the Property is subject to no liens or encumbrances, (c) has obtained all consents from third parties necessary to effect the terms of this Agreement, including, without limitation, the consents of all parties holding an interest in the Property, (d) has provided such other documents as are reasonably determined by Title to be necessary to issue policies of title insurance to Buyer with respect to the Property with the so-called "standard exceptions" deleted, and (e) has duly authorized the transactions contemplated hereby.

6.2. **Buyer Closing Documents and Deliveries**. On the Closing Date, Buyer shall execute and/or deliver, as applicable, to Seller the following:

6.2.1 **Payment of Purchase Price**. The Purchase Price, in accordance with the terms of Section 1.3.

6.2.2 **FIRPTA Affidavit**. An affidavit of Buyer certifying that Buyer is not a "foreign person", "foreign partnership", foreign trust", "foreign estate" nor a "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

6.2.3 **Buyer's Affidavit**. A standard owner's affidavit (ALTA form) from Buyer which may be reasonably required by Title to issue an owner's policy of title insurance with respect to the Property with the so-called "standard exceptions" deleted.

6.2.4 **Settlement Statement**. A settlement statement with respect to this transaction.

6.2.5 **Development Agreement**. The Development Agreement, the form of which is attached hereto and incorporated herein as **Exhibit B**, which final form (including Buyer's approved construction drawings which will be attached as Exhibits) shall be mutually agreeable between all parties.

6.2.6 **Bring-Down Certificate**. A certificate dated as of the Closing Date, signed by an authorized officer of Buyer, certifying that the representations and warranties of Buyer contained in this Agreement are true as of the Closing Date ("Bring-Down Certificate").

6.2.7 **General Deliveries**. All other documents reasonably determined by Title to be necessary to evidence that Buyer has duly authorized the transactions contemplated hereby and evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement, or may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.

7. **Prorations**. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

7.1 **Title Evidence and Closing Fee**. Seller will pay all costs of the Commitment with respect to the Property. Buyer will pay all costs of the Survey, if any, and all premiums for any title insurance policy it desires with respect to the Property. Buyer and Seller shall each pay one half (1/2) of any reasonable closing fee or charge imposed by Title.

7.2 **Transfer Taxes; Sales Taxes**. Seller shall pay all state deed tax and conservation fee regarding the Deed. Seller shall pay all sales tax due, if any, regarding this transaction.

7.3 **Recording Costs**. Seller will pay the cost of recording all documents necessary to place record title to the Property in Seller including, but not limited to, costs of recording any documents necessary to cure any Objections, as hereinafter defined. Buyer will pay all recording costs with respect to the recording of the Deed.

7.4 **Real Estate Taxes and Special Assessments**. General real estate taxes applicable to any of the Property due and payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of 12:00 a.m. CT on the Closing Date based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto. Seller shall pay all real estate taxes that exist against the Property for any year prior to Closing. At Closing, Seller

shall pay in full all special assessments levied as of the Effective Date with respect to any of the Property. At Closing, Seller shall pay all special assessments that are pending against the Property as of the Date of Closing. Buyer shall be responsible for the payment of any special assessments that are levied after the Closing Date.

7.5 **Utilities**. All utility expenses, including water, fuel, gas, electricity, sewer and other services furnished to or provided for the Property shall be prorated between Seller and Buyer on a daily basis as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.5.1 **Undergrounding of Utilities**. Buyer has requested that the existing overhead wires owned by Comcast, Century Link and/or Xcel be placed below ground (also known as "undergrounded") within an easement area in the existing 9th Avenue alley as part of a public improvement project. All costs and expenses related to the undergrounding of these utilities shall be the sole responsibility of the Buyer. Notwithstanding the foregoing, at the option of Buyer, the City of South St. Paul ("City") does agree to assess the costs of this public improvement project (i.e. the undergrounding of these utilities) over a ten (10) year term at a fixed interest rate of five percent (5%) per annum.

7.6 **Operating Costs and Income**. All other operating costs and income of the Property shall be prorated between Seller and Buyer as of 12:01 a.m. CT on the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to the Closing Date and subsequent thereto.

7.7 **Attorneys' Fees**. Seller and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction.

7.8 **Survival**. The obligations set forth in this Section 7 survive the Closing.

8. **Title Examination**. Within a reasonable time following the Effective Date, Buyer shall obtain the following: (i) a commitment for an owner's title insurance policy (ALTA Form 2006) issued by Title for the Property, and copies of all encumbrances described in the commitment (the "**Commitment**"); and, if it desires, (ii) an ALTA-certified survey bearing the legal description of the Property, and showing the area, dimensions and location of the Property (the "**Survey**") (the **Survey** together with the **Commitment** shall be known as the "**Title Evidence**").

8.1 **Buyer's Objections**. Within twenty (20) calendar days after Buyer's receipt of the last of the Title Evidence, Buyer may make written objections ("**Objections**") to the form or content of the Title Evidence. The Objections may include without limitation, any easements, restrictions or other matters which may

interfere with Buyer's Intended Use of the Property or matters which may be revealed by the Survey. Any matters reflected on the Commitment which are not objected to by Buyer within such time period shall be deemed to be permitted encumbrances ("**Permitted Encumbrances**"). Buyer shall have the renewed right to object to the Commitment as the same may be revised or endorsed from time to time.

8.2 **Seller's Cure**. Seller shall be allowed twenty (20) calendar days after the receipt of Buyer's Objections to cure the same but shall have no obligation to do so. If such cure is not completed within said period, or if Seller elects not to cure such Objections, Buyer shall have the option to do any of the following:

8.2.1 Terminate this Agreement with respect to all of the Property.

8.2.2 Waive one (1) or more of its Objections and proceed to Closing.

If Buyer so terminates this Agreement, neither Seller nor Buyer shall be liable to the other for any further obligations under this Agreement and any amount previously paid by Buyer to Seller, including the Earnest Money, shall be refunded to Buyer.

9. **Warranties and Representations**.

9.1 **By Seller**. Seller warrants and represents the following to Buyer, and acknowledges that Buyer has relied on such representations and warranties in agreeing to enter into this Agreement:

9.1.1 Seller is a public body corporate and politic under the laws of the State of Minnesota and has all requisite corporate power and authority to carry on its business as now conducted, to enter into this Agreement and to perform all of its obligations under this Agreement. Seller acknowledges that it has authority of its governing board to perform all of its obligations and agreements under this Agreement.

9.1.2 The execution, delivery and performance by Seller of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Seller, or (b) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Seller is a party or by which it or any of its properties may be bound.

9.1.3 There are no actions, suits or proceedings pending or threatened against or affecting Seller or any of its properties, before any court or arbitrator, or any governmental department, board, agency or other instrumentality which (a) challenges the legality, validity or enforceability of

this Agreement, or (b) if determined adversely to Seller, would have a material adverse effect on the ability of Seller to perform its obligations under this Agreement.

9.1.4 Seller has not received written notice, and has no knowledge, of (a) any pending or contemplated annexation or condemnation proceedings, or purchase in lieu of the same, affecting or which may affect all or any part of the Property, (b) any proposed or pending proceeding to change or redefine the zoning classification of all or any part of the Property, (c) any proposed changes in any road patterns or grades which would adversely and materially affect access to the roads providing a means of ingress or egress to or from all or any part of the Property, or (d) any uncured violation of any legal requirement, restriction, condition, covenant or agreement affecting all or any part of the Property or the use, operation, maintenance or management of all or any part of the Property.

9.1.5 There are no development agreements or other agreements or understandings with respect to public or private improvements regarding the Property.

9.1.6 There are no wells or sewage treatment systems located on any portion of the Property. There has been no methamphetamine production on or about any portion of the Property. The sewage generated by the Property, if any, goes to a facility permitted by the Minnesota Pollution Control Agency and there is no "individual sewage treatment system" (as defined in Minnesota Statutes § 115.55, Subd. 1(g)) located on the Property.

9.1.7 Seller is not a "foreign person", "foreign corporation", "foreign trust", "foreign estate" or "disregarded entity" as those terms are defined in Section 1445 of the Internal Revenue Code.

9.1.8 There are no leases or tenancies with respect to the Property. There are no agreements or other contracts of any nature or type relating to, affecting or serving the Property and there shall be none as of the Closing Date.

9.1.9 There will be no indebtedness attributable to the Property which will remain unpaid after the Closing Date.

Buyer acknowledges and agrees that, except as expressly specified in this Section 9 of this Agreement, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or rising by operation of law, with respect to the Property, including but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, physical or

Environmental Conditions (as the same is defined in Section 11 hereof), utilities, valuation, governmental approvals, the compliance of the Property with governmental laws, the truth, accuracy or completeness of any information provided by or on behalf of Seller to Buyer, or any other matter or item regarding the Property. Subject to the Environmental Investigation or Study and the Environmental Mitigation or Remediation as stated in Sections 11.2.1 and 11.2.2 respectively, and the potential cost obligations of Seller as provided in Sections 11.2.1, 11.2.2, and 11.2.3.2, Buyer agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

9.2 **By Buyer.** Buyer warrants and represents the following to Seller, and acknowledges that Seller has relied on such representations and warranties in agreeing to enter into this Agreement:

9.2.1 This Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms. Buyer has been duly formed under the laws of the State of Iowa and is in good standing under the laws of the jurisdiction in which the Property is located, is duly qualified to transact business in the jurisdiction in which the Property is located and, subject to the contingency set forth in Section 5.1.1.8, has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary action on the part of Buyer and such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's organizational agreement or any judgment or order.

9.2.2 The execution, delivery and performance by Buyer of this Agreement will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to Buyer, subject to the contingency set forth in Section 5.1.1.8, (b) violate or contravene any provision of the articles of incorporation or bylaws of Buyer, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Buyer is a party or by which it or any of its properties may be bound.

The representations, warranties and other provisions of this Section 9.2 shall survive Closing.

10. **Additional Obligations of Seller.**

10.1 **Licenses and Permits.** Seller shall transfer to Buyer all transferable rights, if any, in any permits or licenses held by Seller with respect to the Property.

10.2 **Condition of Property at Closing.** On the Closing Date, Seller shall deliver to Buyer exclusive vacant possession of the Property, free and clear of personal property, waste and debris of any kind.

10.3 **Further Assurances.** From and after the Closing Date, Seller agrees to execute, acknowledge and deliver to Buyer such other documents or instruments of transfer or conveyance as may be reasonably required to carry out its obligations pursuant to this Agreement.

10.4 **Non-Assumption of Contracts or Other Obligations.** The parties understand and agree that Buyer is only acquiring certain of Seller's real property assets and that this Agreement and any related agreements shall not be construed to be in any manner whatsoever an assumption by Buyer of any agreements, indebtedness, obligations or liabilities of Seller which are owing with respect to the operation of the Property prior to the Closing Date.

10.5 **Approvals.** Buyer may elect to seek certain approvals in order for Buyer to develop the Property for Buyer's Intended Use, including rezoning the Property or receipt of a conditional use permit (the "**Approvals**"). Seller, at no out-of-pocket cost to Seller, will reasonably cooperate with Buyer's efforts to obtain the Approvals at or prior to Closing. Seller hereby grants Buyer the right to file and prosecute applications and petitions for the Approvals and any special use permits and variances desired by Buyer; provided, however, any special use permits or variances shall (a) be contingent on the occurrence of the Closing and shall not be binding upon Seller or the Property unless and until the Closing occurs, or (b) be approved in writing in advance by Seller. Seller, at no out-of-pocket cost to Seller, agrees to cooperate with Buyer in the filing and prosecution of such applications and petitions, including the filing of the same in Seller's name, if required.

11. **Environmental Matters.**

11.1 **Definitions.** For purposes of this Agreement,

11.1.1 "**Hazardous Substances**" shall include, without limitation, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, and shall include, without limitation, substances defined as "hazardous substances", "toxic

substances”, “hazardous waste”, “pollutants or contaminants” or similar substances under any Environmental Law, as hereinafter defined.

11.1.2 “**Environmental Law**” shall mean (a) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance, (b) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., (c) the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., (d) the Clean Air Act, 42 U.S.C. § 7401, et seq., (e) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., (f) the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq., (g) any law or regulation governing aboveground or underground storage tanks, (h) any other federal, state, county, municipal, local or other statute, law, ordinance or regulation, including, without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. § 115B.01, et seq., (i) all rules or regulations promulgated under any of the foregoing, and (j) any amendments of the foregoing.

11.1.3 “**Environmental Conditions**” shall mean any release or threatened release of any Hazardous Substances into the drainage systems, soils, groundwater, waters or atmosphere, which release is the result of the control, use, occupancy and/or operation of the Property prior to the Closing Date.

Buyer acknowledges and agrees that, Seller has not made, and Seller hereby specifically disclaims, any representation, warranty or covenant of any kind, oral or written, expressed or implied, or arising by operation of law, with respect to the Environmental Conditions of the Property. Subject to the Environmental Investigation or Study and the Environmental Mitigation or Remediation, as stated in Sections 11.2.1 and 11.2.2 respectively, and the potential cost obligation of Seller as provided in Sections 11.2.1, 11.2.2, and 11.2.3.2, Buyer agrees to accept the Property and acknowledges that the sale of the Property as provided for herein is made by Seller on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. Buyer is an experienced purchaser of property such as the Property and Buyer has made or will make its own independent investigation of the Property. The limitations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

11.2 Environmental Cost Contribution by Seller and Buyer Indemnification Obligation.

11.2.1 **Environmental Investigation or Study.** Any environmental investigation and/or study of the Property shall be pre-approved by a representative of the Seller and/or the Seller’s Board and then completed by Buyer at the Buyer’s sole cost and expense. Notwithstanding the foregoing,

Seller agrees to escrow with Title, and from Seller's Closing proceeds, Twenty Thousand and no/100 dollars (\$20,000.00) to be used to reimburse Buyer for actual costs that are incurred and paid by Buyer and that are directly associated with the environmental investigation and/or study of the Property. ("**Environmental Study Escrow**"). Subject to Section 11.2.3.2, in no event shall Seller's financial obligation related to the environmental investigation and/or study of the Property exceed \$20,000.00 without the prior mutual written approval of the Buyer and the City of South St. Paul. Moreover, prior to the commencement of any environmental investigation and/or study of the Property, if the Buyer and Seller disagree on the amount of the proposed costs associated with the environmental investigation and/or study of the Property or on the specific scope or need of the environmental investigation and/or study of the Property, then such final determination as to whether and how to proceed shall be made by Vieau Associates, 4570 W 77th St #265, Minneapolis, MN 55435. Upon Buyer's acceptance of the conclusion of the environmental investigation and/or study of the Property, and in the event the entirety of the Environmental Study Escrow is not paid to reimburse Buyer for actual costs incurred and paid by Buyer associated with the environmental investigation and/or study of the Property, then the remaining balance shall be immediately returned to Seller.

11.2.2 **Environmental Mitigation or Remediation.** Any State of Minnesota mandated environmental mitigation and/or remediation of the Property and any State of Minnesota mandated vapor mitigation system beyond that used in standard construction ("**Environmental Remediation**") shall be pre-approved by a representative of the Seller and/or the Seller's Board and then completed by Buyer at the Buyer's sole cost and expense. Notwithstanding the foregoing, Seller agrees to escrow with Title, and from Seller's Closing proceeds, Thirty Thousand and no/100 dollars (\$30,000.00) to be used to reimburse Buyer for actual costs that are incurred and paid by Buyer and that are directly associated with Environmental Remediation ("**Environmental Mitigation Escrow**"). Subject to Section 11.2.3.2, in no event shall Seller's financial obligation related to Environmental Remediation exceed \$30,000.00 without the prior mutual written approval of the Buyer and the City of South St. Paul. Moreover, prior to the commencement of any Environmental Remediation, if the Buyer and Seller disagree on the amount of the proposed costs associated with Environmental Remediation, or on the specific scope of, or need for Environmental Remediation, then such final determination as to whether and how to proceed shall be made by Vieau Associates, 4570 W 77th St #265, Minneapolis, MN 55435. If, after the satisfactory conclusion of all Environmental Remediation, the entirety of the Environmental Mitigation Escrow is not paid to reimburse Buyer for actual costs that are incurred and paid by Buyer and that are directly associated with Environmental Remediation, then the remaining balance shall be immediately returned to Seller.

11.2.3 **Excess environmental investigation and/or study costs and/or Environmental Remediation costs.** To the extent that actual costs are incurred and paid by Buyer in excess of the Environmental Study Escrow and/or the Environmental Mitigation Escrow, those costs shall be paid as follows:

11.2.3.1 Up to the first aggregate costs of Twenty Five Thousand and No/100 Dollars (\$25,000.00) in excess of the Environmental Study Escrow and/or the Environmental Mitigation Escrow amounts shall be paid for by Buyer.

11.2.3.2 After the expenditure of funds required for the Environmental Study Escrow, the Environmental Mitigation Escrow and the Buyer's payment of costs for which Buyer is obligated pursuant to Section 11.2.3.1 hereof, the Buyer and Seller shall each pay one half (1/2) of any necessary expenditures for environmental investigation and/or study costs and/or costs associated with any approved Environmental Remediation.

11.2.4 **Buyer Indemnification Obligation.** Except for the obligation of Seller to pay the Environmental Study Escrow and the Environmental Mitigation Escrow as provided in Sections 11.2.1 and 11.2.2, and the potential cost obligation of Seller as provided in Section 11.2.3.2, Buyer agrees to pay and protect, indemnify and release Seller from and hold Seller harmless against any and all loss, liability, damage, cost, expense (including attorneys' fees and expenses), cause of action, regulatory proceeding, suit, claim, demand or judgment, against Seller or the Property arising in connection with or in relation to Environmental Conditions, or any clean-up thereof, including, specifically, claims by adjacent property owners for damages resulting from the contamination of adjacent properties due to the migration of any Environmental Conditions. Notwithstanding anything else set forth in this Agreement, Buyer's indemnification agreement set forth in this Section shall survive the Closing or any termination of this Agreement. This indemnification shall not be limited as a result of any investigations conducted by Seller or Buyer.

11.2.5 **Buyer's obligation to make Grant Application.** Within 120 days of Closing, with the assistance of the City, Buyer, shall use its best efforts to pursue grant funding to be used toward the environmental investigation and/or study of the Property and the Environmental Remediation of the Property. Any funding match requirement and any costs associated with the assistance of a consultant to write or administer the grant application shall be paid for by Buyer. To the extent that any grant proceeds are ever received pertaining to the environmental investigation and/or study of the Property or the Environmental Remediation of the

Property then the grant monies received shall be paid (i) first to Seller to reduce Seller's contribution for the Environmental Study Escrow and the Environmental Mitigation Escrow; (ii) then to Buyer to reduce Buyer's contribution set forth in Section 11.2.3.1; and, (iii) then equally to Buyer and Seller to reduce the parties' respective contributions set forth in Section 11.2.3.2.

11.3 **Reporting Requirements.** Seller and Buyer agree to comply with all reporting requirements set out in any Environmental Law.

12. **General Indemnification.**

12.1 **Indemnity by Seller.** Seller agrees to indemnify Buyer and to hold Buyer harmless from and against any and all loss, liability, damage, cost, expense (including attorneys' fees and expenses), cause of action, regulatory proceeding, suit, claim, demand or judgment arising out of or relating to (a) the inaccuracy of any of the warranties and representations made by Seller pursuant to this Agreement and any related agreements, or (b) the operation of the Property prior to the Closing Date, including, without limitation, all liabilities, losses and claims with respect to federal, state and local tax and other obligations, in each case which accrue prior to the Closing Date, or (c) claims by adjacent property owners for damages resulting from the environmental contamination of adjacent properties due to the migration of any Environmental Conditions existing as of the Closing Date. Seller's obligations hereunder shall survive the Closing or any termination of this Agreement. Consummation of this Agreement and any related agreements by Buyer with knowledge of any of the foregoing shall not constitute a waiver or release by Buyer of any claims with respect thereto.

12.2 **Indemnity by Buyer.** In addition to the Buyer's indemnification obligation set forth in Section 11.2.4, Buyer agrees to indemnify Seller and to hold Seller harmless from and against any and all loss, liability, damage, cost, expense (including attorneys' fees and expenses), cause of action, regulatory proceeding, suit, claim, demand or judgment arising out of or relating to (a) subject to Section 3, any Buyer's Investigations, (b) the inaccuracy of any of the warranties and representations made by Buyer pursuant to this Agreement and any related agreements which accrue prior to the Closing Date or (c) the operation of the Property after to the Closing Date, including, without limitation, all liabilities, losses and claims with respect to federal, state and local tax and other obligations, in each case which accrue after to the Closing Date. Buyer's obligations hereunder shall survive the Closing or any termination of this Agreement. Consummation of this Agreement and any related agreements by Seller with knowledge of any of the foregoing shall not constitute a waiver or release by Seller of any claims with respect thereto.

13. **Commissions.** Each party represents that all negotiations on its behalf relative to this Agreement and the transactions contemplated by this Agreement have been

carried on directly between the parties, without the intervention of any party as broker, finder or otherwise. Each party hereby indemnifies the other from and against all losses, damages, costs, expenses (including reasonable fees and expenses of attorneys), causes of action, suits or judgments of any nature arising out of any claim, demand or liability to or asserted by any broker, agent or finder, claiming to have acted on behalf of the indemnifying party in connection with this transaction.

15. **Notice.** Any notice to be given by one party hereto shall be personally delivered (including messenger delivery) or be sent by registered or certified mail, or by a nationally recognized overnight courier which issues a receipt, in each case postage prepaid, to the other party at the addresses in this Section (or to such other address as may be designated by notice given pursuant to this Section), and shall be deemed given upon personal delivery, three (3) days after the date postmarked or one (1) business day after delivery to such overnight courier.

If to Buyer:

MidWestOne Bank
835 Southview Boulevard
South St. Paul, MN 55075
Attn: Todd Hovland

If to Seller:

South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, Minnesota 55075
Attn: Executive Director

16. **Default; Remedies.** If either Seller or Buyer fails to perform any of their respective obligations under this Agreement in accordance with its terms, and such failing party does not cure such failure within thirty (30) days after written notice thereof from the other party (provided that no notice or cure period shall be required for obligations to be performed at Closing), then the other party shall have the right to terminate this Agreement by giving the failing party written notice of such election. In the case of any default by Buyer, Seller's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination; the Earnest Money shall be forfeited to Seller as agreed and final liquidated damages. In the case of any default by Seller, upon termination of this Agreement, the Earnest Money shall be returned to Buyer. Buyer shall also have the right to specifically enforce this Agreement. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

17. **Cumulative Rights.** No right or remedy conferred or reserved to Seller or Buyer is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative in and in addition to every other right or remedy existing at law, in equity or by statute, now or hereafter.

18. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties with respect to this transaction and supersedes any prior oral or written agreements between the parties regarding this transaction. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.

19. **Binding Effect; Survival.** This Agreement binds and benefits the parties and their respective successors and assigns. Buyer may not assign this Agreement without the prior written consent of the Seller, including, without limitation, to any franchisee of Buyer. All representations and warranties, and indemnification obligations of the parties hereto shall survive the Closing.

20. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

21. **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, and all of the signatures to this Agreement taken together shall constitute one and the same agreement, and any of the parties hereto may execute such agreement by signing any such counterpart. Facsimile or "PDF" signatures on this Agreement shall be treated as originals.

22. **Time of the Essence.** Time is of the essence of this Agreement.

23. **Alley Relocation and Joint Parking.**

23.1 **Alley Relocation.** In order to facilitate the Buyer's development of the Property for Buyer's Intended Use, the City, as reasonably determined by the City and provided Buyer grants an ingress, egress and access easement that provides a right of access to the general public through the drive lanes of the Buyer's parking areas without charge to the City and at a location reasonably determined by the City, shall vacate that portion of the existing alley wholly contained within the development parcel. The obligations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

23.2 **Joint Parking Agreement.** Buyer shall permit the use of its parking areas by the general public during Buyer's non-business hours. Moreover, if the City develops any adjacent land to the north of the Property to a non-residential use in the future, then Buyer shall enter into a Joint Parking agreement such that the invitees of the new development located to the north of the Property shall be permitted to use the parking areas located on the Property. The obligations set forth in this paragraph shall survive the Closing and shall not merge in the Deed.

[remainder of page intentionally left blank]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the date hereinbefore first written.

SELLER:

BUYER:

**South St. Paul Economic
Development Authority**

MidWestOne Bank,
an Iowa banking corporation

By: _____
Name: Beth Baumann
Its: President

By:  _____
Name: Todd Hovland
Its: Branch President

By: _____
Name: Stephen P. King
Its: Executive Director

Third Party Obligor and Beneficiary:

City of South St. Paul

By: _____
Name: Beth Baumann
Its: Mayor

By: _____
Name: Christy Wilcox
Its: City Clerk

EXHIBIT A
TO PURCHASE AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY
(South St. Paul, MN)

Legal description to be confirmed by Commitment

EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT
BY AND BETWEEN
SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY
AND
MidWestOne Bank,
an Iowa banking corporation

_____, 2016

THIS DOCUMENT WAS DRAFTED BY:

LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into this _____ day of _____, 2016, between the SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "*Authority*"), and MidWestOne Bank, an Iowa banking corporation (the "*Developer*").

RECITALS

WHEREAS, the Developer is proposing to acquire approximately .67 acres in the City of South St. Paul, Minnesota (the "*City*") (the "*Development Property*") (i) to construct a 6,000 to 8,000 square foot bank building and related drive thru amenities and customer parking ("**Developer's Intended Use**") upon the Development Property (the "*Minimum Improvements*"); and

WHEREAS, the Developer will, simultaneously with the execution of this Agreement, Close on the acquisition of the Development Property as required pursuant to the purchase and sale agreement with the Authority, dated _____, 2016, (the "*Purchase Agreement*"); and

WHEREAS, the Authority believes that the development and construction of the Minimum Improvements, and fulfillment of this Agreement are vital and are in the best interests of the Authority and benefit the health, safety, morals and welfare of the City's residents, and comply with the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted.

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

ARTICLE I DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"*Act*" means the Municipal Housing and Redevelopment Act, Minnesota Statutes, Sections 469.001–469.047 *et seq.*, as amended.

"*Agreement*" means this Development Agreement, as the same may be from time to time modified, amended or supplemented.

"*Authority*" means the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota.

"*Authority Representative*" means the President or the Executive Director of the Authority or his or her designee.

"*Board*" means the Board of the Authority.

"*Certificate of Completion*" means the certificate in substantially the form attached as Exhibit D signed by the Authority Representative certifying completion of the Minimum Improvements.

“City” means the City of South St. Paul, Minnesota.

“Commence Construction” and “Commencement of Construction” means that (a) the building permit has been issued by the City for construction of the Minimum Improvements, and (b) the Developer has demonstrated sufficient financing to Complete Construction of the Minimum Improvements. To date, the City has not issued a building permit for the Minimum Improvements.

“Commencement Date” means the date on which the Developer Commences Construction of the Minimum Improvements.

“Complete Construction” and “Completion of Construction” means the Developer has received a Certificate of Completion of the Minimum Improvements.

“Completion Date” means the date on which the Certificate of Completion of the Minimum Improvements is executed by the Authority Representative.

“Construction Plans” means the plans, specifications, drawings and related documents for the construction of the Minimum Improvements which shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City. The Authority and the City have approved the Construction Plans and the Final Plans for the Minimum Improvements.

“County” means the County of Dakota, Minnesota.

“Design Drawings” means the site plan, elevations and materials for the Minimum Improvements attached to this Agreement as Exhibit B.

“Developer” means MidWestOne Bank, an Iowa banking corporation .

“Developer Event of Default” means the occurrence of an Event of Default set forth in Section 11.2.

“Development” means the Development Property and the Minimum Improvements.

“Development Property” means the real property legally described in the attached Exhibit A.

“Event of Default” means any of the events described in Sections 11.2 and 11.3.

“Final Plans” means the Final Plat and the other plans and specifications the City and the Authority approve pursuant to this Agreement and the Minimum Improvements to be constructed therein, as the same may be amended from time to time. The Authority and the City have approved the Construction Plans and the Final Plans for the Minimum Improvements. Final Plans must address the following, to the extent applicable:

- (i) grading;
- (ii) wetlands;
- (iii) surface water quality;
- (iv) storm water controls, erosion controls and drainage;

- (v) street and lot layout;
- (vi) utilities;
- (vii) landscaping;
- (viii) basement elevations;
- (ix) signage;
- (x) easements for public utilities;
- (xi) parking; and
- (xii) building location and exterior building design and appearance.

"Final Plat" means the final plat, replat or minor subdivision for the Development when approved by the City and the County. It shall be the responsibility of the Developer to pay all costs and expenses, if any, related to obtaining the Final Plat, replat or minor subdivision for the Development.

"Memorandum of Agreement" means the document described in Section 12.14 and substantially in the form shown on Exhibit E.

"Minimum Improvements" means those Improvements to be constructed by the Developer on the Development Property, as depicted and described on the Design Drawings, attached as Exhibit B. The Minimum Improvements will be further defined and must be constructed in accordance with the timing set forth herein and the Final Plans.

"Minimum Improvements Site Plan" means the site plan for the Minimum Improvements, which is included in the Design Drawings attached as Exhibit B.

"Minimum Improvements Timeline" means the Minimum Improvements schedule established in Section 6.1.

"Mortgage" means any mortgage loan that is secured, in whole or in part, with the Development Property, and which is an approved encumbrance under Article X.

"Preliminary Plans" means the preliminary design and architectural plans for the Minimum Improvements submitted by the Developer to the Authority.

"Purchase Agreement" means that purchase and sale agreement between the Developer and the Authority for the Development Property, dated _____, 2016, and attached hereto as Exhibit C.

"State" means the State of Minnesota.

"Unavoidable Delays" means delays, outside the control of the party claiming its occurrence, which are the direct result of (a) unusually severe or prolonged bad weather, (b) acts of God, fire or other casualty to the Minimum Improvements, (c) litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, (d) acts of any federal, State or local governmental unit which directly result in delays, (e) strikes, other labor trouble, (f) delays in

delivery of materials for the Minimum Improvements or (g) soil conditions of the Development Property.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a public body corporate and politic and a governmental subdivision of the State, duly organized and existing under state law, and the Authority has the authority to enter into this Agreement and carry out its obligations hereunder.

(b) The Authority is authorized by law to enter into the various additional agreements contemplated herein.

(c) The Authority has taken all action necessary to approve this Agreement and to authorize the execution and delivery of this Agreement, and any other documents or instruments required to be executed and delivered by the Authority pursuant to this Agreement.

(d) The execution, delivery and performance of this Agreement, and any other documents or instruments required pursuant to this Agreement by the Authority does not, and consummation of the transactions contemplated therein and the fulfillment of the terms thereof will not, conflict with or constitute on the part of the Authority a breach of or default under any existing (i) indenture, mortgage, deed of trust or other agreement or instrument to which the Authority is a party or by which the Authority or any of its property is or may be bound, or (ii) legislative act, constitution or other proceeding establishing or relating to the, establishment of the Authority or its officers or its resolutions.

(e) There is not pending, nor to the best of the Authority's knowledge is there threatened, any suit, action or proceeding against the Authority before any court, arbitrator, administrative agency or other governmental authority that materially and adversely affects the validity of any of the transactions contemplated hereby, the ability of the Authority to perform its obligations hereunder, or as contemplated hereby or thereby, or the validity or enforceability of this Agreement.

(f) No member of the Board of the Authority or officer of the Authority has either a direct or indirect financial interest in this Agreement, nor will any Commissioner of the Authority or officer of the Authority, benefit financially from this Agreement within the meaning of the Act.

Section 2.2 Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is an Iowa banking corporation organized and in good standing under the laws of the State of Iowa, is authorized to conduct business in the State, is not in violation of any provisions of its organizational documents or the laws of the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its Board of Directors.

(b) The Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public

health laws and regulations), except for conditional use permits or variances necessary to construct the Minimum Improvements contemplated in the Construction Plans approved by the Authority.

(c) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof do not and will not conflict with or result in a breach of any of the terms or conditions of the Developer's organizational documents, any restriction or any agreement or instrument to which the Developer is now a party or by which it is bound or to which any property of the Developer is subject, and do not and will not constitute a default under any of the foregoing or a violation of any order, decree, statute, rule or regulation of any court or of any state or federal regulatory body having jurisdiction over Developer or its properties, including its interest in the Development, and do not and will not result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Developer contrary to the terms of any instrument or agreement to which Developer is a party or by which it is bound.

(e) The execution and delivery of this Agreement will not create a conflict of interest on the part of the Developer prohibited by Minnesota Statutes, Section 469.009, as amended.

(f) Developer will cooperate with the City and Authority with respect to any litigation commenced by third parties with respect to the Development and the transactions contemplated by this Agreement.

(g) There are no pending or threatened legal proceedings, of which the Developer has notice, contemplating the liquidation or dissolution of the Developer or threatening its existence, or seeking to restrain or enjoin the transactions contemplated by the Agreement, or questioning the authority of the Developer to execute and deliver this Agreement or the validity of this Agreement.

(h) The Developer has received notice that the Development Property may or will be in violation of an environmental law or regulation. The Developer is not aware of any state or federal claim filed or planned to be filed by any party relating to any violation of any local, state or federal environmental law, regulation or review procedure, and the Developer is not aware of any violation of any local, state or federal law, regulation or review procedure which would give any person a valid claim under any state or federal environmental statute, including the Minnesota Environmental Rights Act, Minnesota Statutes, Section 116B.03 *et. seq.*, or the Minnesota Environmental Policy Act, Minnesota Statutes, Chapter 116D.

(i) The financing commitments which the Developer has obtained or will obtain to acquire the Development Property and to finance construction of the Minimum Improvements will be sufficient to enable the Developer to successfully complete the Development in conformance with this Agreement.

(j) The Developer will cooperate fully with the Authority and the City in resolution of any traffic, parking, trash removal or public safety problems which may rise in connection with the construction and operation of the Minimum Improvements.

ARTICLE III
LAND USE AND DEVELOPMENT CONTROLS

Section 3.1 Restrictions on Development. The Developer may not construct or permit any Development to occur on any part of the Development Property until the Developer satisfies the conditions described in Section 3.2. After the Developer satisfies the conditions described in Section 3.2, the Developer may not, except upon the termination of this Agreement or otherwise as provided herein, construct or permit any Development to occur on any part of the Development Property until the Authority has approved Final Plans.

Section 3.2 Conditions of Authority Approval. Notwithstanding any other provision of this Agreement, the Developer may not construct or permit any construction of the Minimum Improvements on any part of the Development Property until the Developer satisfies each of following conditions:

- (a) The Developer acquires fee title to all of the Development Property;
- (b) The Developer obtains approval of the Final Plans for the Minimum Improvements;
- (c) The Developer executes and records the Memorandum of Agreement and causes any lien holder affecting any of the Development Property to subject its interest as provided herein to this Agreement;

Section 3.3 Approval of Final Plans. No construction may occur until the Authority and/or the City approve the Final Plans for the Minimum Improvements. The Authority and/or the City agree to expeditiously consider and approve the Final Plans for the Minimum Improvements after their submission, or provide a written indication of the grounds for any disapproval, whereupon the Developer shall correct or modify the Final Plans for such Minimum Improvements and resubmit same for approval. The Authority and/or the City and the Developer agree to communicate and cooperate to complete the reviews required under Article V in time to Commence Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline in Section 6.1.

Section 3.4 Zoning and Land Use Approvals. Nothing in this Agreement shall limit the authority of the City with respect to zoning and land use approvals. Notwithstanding the foregoing, the staff of the City and Authority shall cooperate with the Developer and assist the Developer in the processing and obtaining of zoning and land use approvals. The Developer shall be responsible for applying for and obtaining all land use and zoning approvals necessary for the Development. All zoning and land use approvals shall be by the City Planning Commission or City Council in accordance with the ordinances of the City.

Section 3.5 Building and Construction Permits. Nothing in this Agreement shall limit the governmental authority of the City with respect to its building and construction permitting process for the Development. The Developer shall comply with all applicable city building codes and construction requirements and shall be responsible for obtaining all building permits prior to construction.

Section 3.6 Authority Approval. Whenever this Agreement provides for approval by the Authority, such approval shall be given by the President and the Executive Director of the Authority (or his/her designee), unless (a) this Agreement explicitly provides for approval by the Board of the Authority, (b) approval by the Board is required by law or (c) the approval, in the opinion of the

(b) The approval of the Construction Plans for the Minimum Improvements, or any proposed amendment to such Construction Plans, by the Authority and/or the City does not constitute a representation or warranty by the Authority that the Construction Plans or the Development comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Development will meet the qualifications for issuance of a certificate of occupancy, or that the Development will meet the requirements of the any users of the Development. The Authority's and/or the City's approval of the Construction Plans for the Minimum Improvements, or any proposed amendment to such Construction Plans will not constitute a waiver of an Event of Default.

(c) The Authority's and/or the City's approval of the Final Plans, Preliminary Plans and Construction Plans for the Minimum Improvements shall not relieve the Developer of its obligations (a) to receive the approval of any other City department if such approval is required by City ordinance, (b) standard City licensing or permitting requirements or standard written City policies in connection with the Development, or (c) to comply with the terms and provisions of this Agreement, or the provisions of any applicable federal, state and local laws, ordinances and regulations.

Section 5.4 Construction of Minimum Improvements. Subject to the terms and conditions of this Agreement, the Developer agrees to construct the Minimum Improvements on the Development Property in substantial conformance with the approved Construction Plans for the Minimum Improvements.

Section 5.5 Reporting Requirements. Prior to delivery of the Certificate of Completion to the Developer, upon the request of the Authority, the Developer will provide the Authority reasonable access to the Development Property. "*Reasonable access*" means at least one site inspection per week during regular business hours. During construction and marketing of the Minimum Improvements, the Developer will deliver progress reports to the Authority from time to time as mutually agreed upon by the Authority and the Developer.

Section 5.6 Commencement and Completion of Construction. Subject to the terms and conditions of this Agreement, the Developer agrees to Commence and Complete Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline outlined in Article VII.

Section 5.7 Additional Responsibilities of the Developer.

(a) The Developer will construct, operate and maintain, or cause to be operated and maintained, the Minimum Improvements in substantial accordance with the terms of this Agreement and all local, State, and Federal laws and regulations (including, but not limited to zoning, building code, and public health laws and regulations), except for conditional use permits or variances necessary to construct the Minimum Improvements contemplated in the Construction Plans approved by the Authority and/or the City.

(b) The Developer will obtain, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed. The Authority agrees to use reasonable efforts to assist the Developer in obtaining any permits, licenses and approvals necessary for the construction of the Minimum Improvements in accordance with the Construction Plans approved by the Authority and/or the City.

(c) The Developer will not construct any building or other structures on, over, or within the boundary lines of any public utility easement unless such construction is provided for in such easement or has been approved by the utility involved.

(d) The Developer, at its own expense, will replace any public facilities and public utilities damaged during the construction of the Minimum Improvements, in accordance with the technical specifications, standards and practices of the owner thereof.

(e) The Authority and/or the Developer has received approval from the City and its Planning Commission for the Final Plat for the Development, as applicable and appropriate.

(f) The Developer will comply or assure compliance with all applicable local, state and federal environmental laws and regulations, as they relate to the Development Property and the Minimum Improvements constructed thereon.

Section 5.8 Certificate of Completion. The Developer shall notify the Authority when construction of the Minimum Improvements has been substantially completed. The Authority shall promptly inspect the Minimum Improvements in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans. If the Authority determines that the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans, the Authority shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans and Developer shall promptly remedy such deficiencies. Promptly upon determining that the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans, the Authority will furnish to the Developer a Certificate of Completion in the form attached hereto as Exhibit D certifying the Completion of Construction. The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement to construct the Minimum Improvements. The Developer shall cause the Certificate of Completion to be recorded in the proper office for recordation of deeds and other instruments pertaining to the Development Property.

**ARTICLE VI
DEVELOPMENT TIMELINE**

Section 6.1 Minimum Improvement Timeline. Time frames for Commencement and Completion of Construction shall be in accordance with the following schedule, subject to Unavoidable Delay. Following Commencement of Construction, Developer must diligently continue construction of the Minimum Improvements in a sequence consistent with normal construction practices.

	<u>Desired Commencement Date</u>	<u>Commencement Default Date</u>	<u>Desired Completion Date</u>	<u>Completion Default Date</u>
Minimum Improvements				December 31, 2017

**ARTICLE VII
DEVELOPER COVENANTS**

Section 7.1 Maintenance and Operation of the Development. Developer will at all times during the term of this Agreement, maintain and operate the Development in a safe and secure way

and in compliance with this Agreement and all federal, State and local laws, regulations, rulings and ordinances applicable thereto. Developer shall pay all of the reasonable and necessary expenses of the operation and maintenance of the Development, including all premiums for insurance insuring against loss or damage thereto and adequate insurance against liability for injury to persons or property arising from the Development as required pursuant to this Agreement. Developer shall use its best efforts to ensure that all contractors comply with the safety laws applicable to the construction of the Minimum Improvements. The expenses of operation and maintenance of the Development shall be borne solely by Developer.

Section 7.2 Compliance with Environmental Requirements. The Developer shall, in all material respects, comply with all applicable local, State, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews. The Developer has received notice that the Development Property may or will be in violation of an environmental law or regulation.

Section 7.3 Intentional Omitted.

Section 7.4 Property Taxes. The Developer agrees to pay all property taxes on the Development Property as they become due and payable. Failure to pay property taxes shall be an Event of Default.

Section 7.5 Special Assessments. Developer agrees to pay all special assessments levied against the Development Property as they become due and payable.

ARTICLE VIII

ENCUMBRANCE OF THE DEVELOPMENT PROPERTY

Section 8.1 Encumbrance of the Development Property. Until the Completion Date, neither the Developer nor any successor in interest to the Developer will engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Development Property, or portion thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Development Property except only on the Development Property and only for the purpose of obtaining funds only to fund land and building acquisition, labor and materials, professional fees, real estate taxes, construction interest, organization and other indirect costs of development, costs of constructing the Minimum Improvements, and an allowance for contingencies.

Section 8.2 Copy of Notice of Default to Mortgagee. If the Authority delivers any notice or demand to the Developer with respect to any Event of Default under this Agreement, the Authority will use its best efforts to deliver a copy of such notice or demand to the mortgagee of any Mortgage at the address of such mortgagee provided to the Authority in a written notice from the Developer or the mortgagee, provided that failure of the Authority to give any such notice shall not limit the Authority's ability to exercise any of its remedies under this Agreement.

Section 8.3 Mortgagee's Option to Cure Events of Default. Upon the occurrence of an Event of Default, the mortgagee under any Mortgage will have the right, at its option, to cure or remedy such Event of Default. An individual or entity who acquires title to all or a portion of the Development Property through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of the Development Property remains subject to each of the restrictions set forth in this Agreement and remains subject to all of the obligations of the Developer, or any successor in interest to the Developer, under the terms of this Agreement, but the purchaser at a foreclosure sale

or grantee under a deed in lieu of foreclosure shall have no personal liability for a breach of such obligations under this Agreement so long as:

(a) The party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Agreement;

(b) The party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Development on the portion of the Development it owns;

(c) The City has no obligation to approve any plans for development of a portion of the Development Property the foreclosing mortgagee (or mortgagee obtaining a deed in lieu of foreclosure) owns or to issue any related building permits.

The purpose of this Section is to permit a foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) to hold title to the portion of the Development Property it acquires through foreclosure or deed in lieu of foreclosure, without liability, until it can sell the property it holds to a third party who will assume the obligations of the Developer under the terms of this Agreement and proceed with the Development of the Development Property pursuant to the terms of this Agreement. If, rather than passively holding title to the portion of the Development Property it acquires through foreclosure or deed in lieu of foreclosure, the foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale desires to sell portions of the Development Property for continuation of the Development, the purchaser at the foreclosure sale (or mortgagee obtaining a deed in lieu of foreclosure) must assume and perform each of the obligations of the Developer, or the applicable successor to the interest of the Developer, under this Agreement. This Section does not restrict the authority of the Authority to pursue its rights under any outstanding security, exercise remedies otherwise available under this Agreement or suspend the performance of its obligations under this Agreement as otherwise allowed. The Authority agrees to reasonably cooperate with any foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale in pursuing the Development in accordance with this Agreement, including approval of such person as a successor to the rights of the Developer hereunder and taking appropriate actions to allow the benefits and rights hereunder to be realized by such person.

Section 8.4 Defaults Under Mortgage. The Developer will use its best efforts to obtain an agreement from any mortgagee under a mortgage on the Development Property (a "Mortgage") that, in the event the Developer is in default under any Mortgage, the mortgagee, within ten (10) days after it becomes aware of any default and prior to exercising any remedy available to it due to such default, will notify the Authority in writing of (i) the fact of default; (ii) the elements of default; and (iii) the actions required to cure the default. If, within the time period required by the Mortgage, the Authority cures any default under the Mortgage, the mortgagee will pursue none of its remedies under the Mortgage based on such default.

ARTICLE IX INSURANCE

Section 9.1 Insurance.

(a) The Developer shall obtain and continuously maintain insurance on the Development and, from time to time at the request of the Authority, furnish proof to the Authority that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Developer must obtain and

continuously maintain, provided that the Developer shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Development (excluding excavation and footings):

(a) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Development at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

(b) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.

(c) Workers compensation insurance, with statutory coverage.

(b) All insurance required in this Article shall be obtained and continuously maintained in responsible insurance companies selected by the Developer or its successors that are authorized under the laws of the State to assume the risks covered by such policies. Unless otherwise provided in this Article, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer, or its successor or assign, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Article. In lieu of separate policies, the Developer or its successor or assign, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Developer, its successor or assign, agrees to notify the Authority promptly in the case of damage exceeding \$250,000 in amount to, or destruction of the Development or any portion or Element thereof resulting from fire or other casualty.

If rebuilding of the Development occurs through the use of insurance or other proceeds, the Developer, its successors or assigns, agrees to repair, reconstruct and restore the Development to substantially the same or an improved condition or value as it existed prior to the event causing such damage and in a manner consistent with the Design Drawings, unless the Authority consents to revisions, which consent will not be unreasonably withheld.

ARTICLE X TRANSFER LIMITATIONS AND INDEMNIFICATION

Section 10.1 Representation as to Development. The Developer represents to the Authority that its purchase of the Development Property, and its other undertakings under this Agreement, are for the purpose of constructing a 6,000 to 8,000 square foot bank building and related drive thru amenities and customer parking ("**Developer's Intended Use**") upon the Development Property, and not for the purpose of speculation in land holding. The Developer acknowledges that, in view of the importance of the development of the Development Property to the general welfare of the Authority and the City, the qualifications and identity of the Developer are of particular concern to the Authority. The Developer further acknowledges that the Authority is willing to enter into this Agreement with the Developer because of the qualifications and identity of the Developer.

Section 10.2 Limitations on Transfer. Except in the regular course of business, or easements or other encumbrances necessary for the Minimum Improvements, prior to the issuance of a Certificate of Completion, the Developer will not sell, assign, convey, lease or transfer in any other mode or manner this Agreement, the Development Property or the Minimum Improvements, or any interest therein, without providing written notice to the Authority. The Developer agrees that any sale, assignment, conveyance, use or transfer of this Development Agreement, the Development Property or the Minimum Improvements will include conditions that:

(a) Any proposed transferee shall not be exempt from the payment of real estate taxes and shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; and

(b) Any proposed transferee, in form recordable among the land records shall, for itself and its successors and assigns, and expressly for the benefit of the Authority have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

Section 10.3 Indemnification.

(a) Subject to the terms and conditions of the Purchase Agreement, the Developer releases from and covenants and agrees that the Authority and the City, their governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "*Indemnified Parties*") shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development to the extent not attributable to the gross negligence or willful misconduct of the Indemnified Parties.

(b) Subject to the terms and conditions of the Purchase Agreement, and except for gross negligence or willful misconduct of the Indemnified Parties, the Developer agrees to indemnify the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Authority in this Agreement.

(c) Subject to the terms and conditions of the Purchase Agreement, the Authority makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("*CERCLA*"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "*Hazardous Substances*"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Development Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Development Property that would cause or contribute to causing (1) the Development Agreement to become a treatment, storage or disposal facility within

the meaning of, or otherwise bring the Development Agreement within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Development Property within the meaning of, or otherwise bring any Development Property within the ambit of, CERCLA, or any similar state law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., or any similar state law or local ordinance. Further, the Authority makes no warranties or representations regarding, nor does the Authority indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Project of any substances or conditions in or on the Development Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minnesota Statutes, Chapter 115B. The Authority makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Development Property, or whether any above or underground tanks have been located under, in or about the Development Property and have subsequently been removed or filled.

(d) Subject to the terms and conditions of the Purchase Agreement, the Developer waives any claims against the Authority and the City, and their respective members and boards, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land and the Minimum Improvements comprising the Development Property.

Section 10.4 Limitation. All covenants, stipulations, promises, agreements and obligations of the Authority or the Developer contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority or the Developer, respectively, and not of any governing body member, officer, agent, servant or employee of the Authority or the Developer in the individual capacity thereof.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default Defined. Subject to applicable cure periods, the following shall be "Events of Default" under this Agreement and, whenever it is used in this Agreement, the term "*Event of Default*" shall mean any one or more of the events defined in Sections 11.2 and 11.3.

Section 11.2 Developer Events of Default. The following shall be Developer Events of Default:

(a) subject to Unavoidable Delays, the Developer shall fail to Commence Construction of the Minimum Improvements by _____, or shall fail to proceed with due diligence to Complete Construction of the Minimum Improvements by December 31, 2017. After receiving written notice from Authority alerting Developer to its noncompliance with this section, Developer shall have thirty (30) calendar days to remedy its failure to Commence Construction or to proceed with due diligence to Complete Construction of the Minimum Improvements in accordance with the Minimum Improvements Timeline. If Developer remedies its noncompliance during such thirty (30) calendar day cure period, then it shall not be a Developer Event of Default. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) calendar days to cure, such default shall not constitute a Developer Event of Default, provided that curing of the default is promptly

commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days unless approved by the Authority;

(b) subject to Unavoidable Delays, the Developer shall default in or violate its obligations with respect to the construction of the Minimum Improvements (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment or suspension is not cured, ended or remedied within thirty (30) calendar days after Developer's receipt of written demand by the Authority so to do. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) calendar days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days unless approved by the Authority;

(c) there is, in violation of this Agreement, any conveyance or other transfer of the Development Property or any part thereof, and such violation is not cured within thirty (30) calendar days after Developer's receipt of written demand by the Authority;

(d) subject to Unavoidable Delays, failure by Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of thirty (30) calendar days after Developer's receipt of written notice of such failure from any party hereto. Notwithstanding the foregoing, if the default reasonably requires more than thirty (30) calendar days to cure, such default shall not constitute an Event of Default, provided that the curing of the default is promptly commenced upon receipt by the Developer of the notice of the default, and with due diligence is thereafter continuously prosecuted to completion and is completed within a reasonable period of time, and provided that Developer keeps the Authority well informed at all times of its progress in curing the default; provided in no event shall such additional cure period extend beyond 180 days unless approved by the Authority; or

(e) the Developer shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar Federal or State law; or (ii) make an assignment for the benefit of its creditors; or (ii) become insolvent or adjudicated a bankrupt; or if a petition or answer proposing the adjudication of Developer, as a bankrupt or its reorganization under any present or future Federal bankruptcy act or any similar Federal or State law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer, or of the Development, or part thereof, shall be appointed in any proceeding brought against Developer, and shall not be discharged within ninety (90) days after such appointed, or if Developer shall consent to or acquiesce in such appointment.

Section 11.3 Authority Events of Default. Subject to Unavoidable Delays, the failure of the Authority to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, and the continuation of such failure for a period of thirty (30) calendar days after Developer's receipt of written notice of such failure from any party hereto shall be an Event of Default for the Authority.

Section 11.4 Authority Remedies on Default. Whenever a Developer Event of Default under occurs, the Authority may take whatever action at law or in equity may appear necessary or desirable to the Authority to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 11.5 Developer Remedies on Default. Whenever any Event of Default occurs by the Authority, the Developer may take whatever action at law or in equity may appear necessary or desirable to the Developer to enforce performance and observance of any obligation, agreement, or covenant of the Authority under this Agreement. Nothing in this Agreement shall entitle the Developer to make any claim against the City or the Authority for any damages whatsoever and the Developer's remedies are strictly limited to the foregoing.

Section 11.6 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies unless otherwise expressly stated, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article XI.

Section 11.7 No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.8 Reimbursement of Attorneys' Fees. If the Developer shall default under any of the provisions of this Agreement, and any applicable cure period has expired, the Authority may employ attorneys or incur other reasonable expenses for the collection of payments due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer contained in this Agreement, the Developer will on demand therefore reimburse the Authority for the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE XII

ADDITIONAL PROVISIONS

Section 12.1 Conflicts of Interest. No member of the Board or other official of the Authority shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Minimum Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the Authority shall be personally liable to the Authority in the event of any default or breach by Developer or successor or on any obligations under the terms of this Agreement.

Section 12.2 Titles of Articles and Sections. Any titles of the several parts, articles and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the following addresses, or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

In the case of Developer:

MidWestOne Bank
835 Southview Boulevard
South St. Paul, MN 55075
Attn: Todd Hovland

In the case of the Authority:

South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, Minnesota 55075
Attn: Executive Director

Section 12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 12.6 Consents and Approvals. In all cases where consents or approvals are required hereunder, such consents or approvals shall not be unreasonably conditioned, delayed or withheld. All consents or approvals shall be in writing in order to be effective.

Section 12.7 Representatives. Except as otherwise provided herein, all approvals and other actions required of or taken by the Authority shall be effective upon action by the Authority Representative. All actions required of or taken by Developer shall be effective upon action by a duly authorized officer of the respective party.

Section 12.8 Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development.

Section 12.9 Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement.

Section 12.10 Term. The term of this Agreement shall be effective from date of this Agreement until the date this Agreement is terminated by either party in accordance with the terms of this Agreement.

Section 12.11 Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal

action hereof, provided for herein. Each party agrees to participate in up to four hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree on a mediator then any party can request the administrator of the Dakota County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle the dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defense based on the passage of time are tolled while the mediation procedures are pending, and for a period of 30 days thereafter.

Section 12.12 Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer or Authority with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Dakota County, District Court and shall not be removed therefrom to any other federal or state court.

Section 12.13 Provisions Surviving Rescission or Expiration. Sections 7.2 and 10.3 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 12.14 Memorandum of Agreement. Neither party shall cause this Agreement to be recorded or filed in the real estate records of the County. However, either party may, at its option, cause a Memorandum of Agreement to be recorded or filed in the form attached as Exhibit E. At the time of execution of this Agreement the parties will also execute and acknowledge the Memorandum of Agreement. At such time as the Developer owns fee title to all or any portion of the Development Property, either party may, at its option, cause the Memorandum of Agreement to be recorded against the Development Property and shall record the Memorandum of Agreement with the County.

ARTICLE XIII **RIGHT OF FIRST REFUSAL**

Section 13.1 Right of First Refusal. The Developer hereby irrevocably grants to the Authority an exclusive right of first refusal to purchase the Property in accordance with the terms and conditions contained in the Right of First Refusal Agreement, attached hereto and incorporated by reference herein as Exhibit F.

IN WITNESS WHEREOF, the Authority and Developer have caused this Agreement to be duly executed in their names and on their behalf, all on or as of the date first above written.

[Remainder of page intentionally left blank]

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
President

By _____
Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Beth Baumann and Steven King, the President and Executive Director, respectively, of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

Notary Public

EXHIBIT A
DEVELOPMENT PROPERTY

EXHIBIT B
DESIGN DRAWINGS

EXHIBIT C
PURCHASE AGREEMENT

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "Authority"), and MidWestOne Bank, an Iowa banking corporation (the "Developer"), have entered into a Development Agreement executed by and between the Authority and the Developer dated _____, 2016 (the "Development Agreement") pursuant to which the Developer has agreed to construct the "Minimum Improvements" on the "Development Property" as such terms are defined in the Development Agreement; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the Authority to permit the execution and recording of this certification;

NOW, THEREFORE, this is to certify that construction of the Minimum Improvements specified to be done and made by the Developer have been completed and the above covenants and conditions in said Development Agreement of the Developer with respect to the construction of the Minimum Improvements have been performed by the Developer, and the County Recorder or the Registrar of Titles in and for the County of Dakota and State of Minnesota is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the obligations of the Developer with respect to the construction of the Minimum Improvements. Any remaining obligations under the Development Agreement shall be solely contractual obligations of the Developer, its successors and assigns under the Development Agreement, shall not run with nor be a lien against the Development Property.

IN WITNESS WHEREOF, the Authority has caused this Certificate of Completion to be executed with by its duly authorized officer as of the ____ day of _____ 20__.

SOUTH ST. PAUL
ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Its: President

By: _____
Its: Executive Director

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Beth Baumann and Steven King, respectively the President and the Executive Director of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

Notary Public

EXHIBIT E
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "*Memorandum*") is entered into as of _____, 2016, by and between the SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Minnesota (the "*Authority*"), and MidWestOne Bank, an Iowa banking corporation (the "*Developer*") (Authority and Developer are hereinafter collectively referred to as the "*Parties*").

RECITALS

A. The Parties have entered into a certain Development Agreement dated as of _____, 2016 (the "Agreement"), whereby the Parties have agreed to various aspects of the redevelopment of certain real property more particularly described on Exhibit A attached hereto and made a part hereof, together with all improvements, tenements, easements, rights and appurtenances pertaining to such real property, lying and being in Dakota County, Minnesota (the "Property").

B. The Parties wish to give notice of the existence of the Agreement and its application to the Property.

AGREEMENT

NOW, THEREFORE, in considerations of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are incorporated by reference as if fully set forth herein.
2. Capitalized terms, when not defined herein, shall have the meanings ascribed to them in the Agreement.
3. The Parties have entered into the Agreement to set forth the terms and provisions governing the development of the Property.
4. This Memorandum has been executed and delivered by the Parties for the purpose of recording and giving notice that a contractual relationship for the development of the Property has been created between the Parties in accordance with the terms, covenants, and conditions of the Agreement.
5. The terms and conditions of the Agreement are incorporated by reference into this Memorandum as if fully set forth herein.
6. This Memorandum may be executed separately in counterparts which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and Developer have caused this Memorandum to be duly executed in their names and on their behalf, all on or as of the date first above written.

SOUTH ST. PAUL ECONOMIC
DEVELOPMENT AUTHORITY

By _____
President

By _____
Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Beth Baumann and Steven King, respectively the President and the Executive Director of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

Notary Public

MidWestOneNE Bank, an Iowa banking corporation

By: _____

Todd Hovland

Its: Branch President

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, the _____ of MidestOne Bank, an Iowa banking corporation.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY
(South St. Paul, MN)

Legal description to be confirmed by Commitment

EXHIBIT F
FORM OF RIGHT OF FIRST REFUSAL AGREEMENT

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made this ___ day of _____, 2016, by and between the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota ("SSP-EDA"), and MidWestOne Bank, An Iowa banking corporation ("MidWestOne") Subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

WHEREAS, SSP-EDA is a public body corporate and politic under the laws of the State of Minnesota and the predecessor in title to that certain Property as described herein.

WHEREAS, MidWestOne, as condition of acquiring the Property, agrees to develop the Property in accordance with the Development Agreement dated _____, _____, 2016 and grant the SSP-EDA a right of first refusal to the Property as set forth in this Right of First Refusal Agreement.

WHEREAS, MidWestOne, as condition of acquiring the Property, agrees to irrevocably grant to SSP-EDA an exclusive right of first refusal to purchase the Property in accordance with the terms and conditions contained in this Right of First Refusal Agreement.

NOW, THEREFORE, IN LIGHT OF THE RECITALS MADE ABOVE AND FOR AND IN MUTUAL VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED, MidWestOne AND SSP-EDA DO HEREBY AGREE:

Section 1. Definitions.

1.1 Terms. The following terms, unless elsewhere defined specifically in this Agreement, shall have the following meanings as set forth below.

1.2 SSP-EDA. "SSP-EDA" shall mean the South St. Paul Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota.

1.3 MidWestOne. "MidWestOne" shall mean MidWestOne Bank, an Iowa banking corporation.

1.4 Property. "Property" shall mean that certain real property located within the City of South St. Paul, Dakota County, Minnesota and legally described as:

Section 2. Right of First Refusal in Favor of SSP-EDA. MidWestOne shall not sell, transfer, exchange, donate or otherwise dispose of the Property to anyone or any entity without first providing SSP-EDA a first right to purchase the Property.

If MidWestOne desires to sell, transfer, exchange, donate or otherwise dispose of the Property to anyone or any entity, then MidWestOne shall provide SSP-EDA with a written offer that comprises the following:

- a) written notice to SSP-EDA of intent to sell;

- b) a description of the Property that is being sold;
- c) an outline of all the terms and conditions of the proposed sale;
- d) the total proposed price for the sale.

SSP-EDA shall have thirty (30) calendar days from such offer to elect in writing to purchase the Property for the price and in the manner described in the offer. If SSP-EDA within the thirty (30) calendar day period elects to purchase the Property, then SSP-EDA shall provide written notice to MidWestOne and SSP-EDA and MidWestOne shall enter into a definitive purchase agreement setting forth all of the terms and conditions of the sale.

If as a result of the process set forth above, SSP-EDA has not elected to purchase within the thirty (30) calendar day period, then MidWestOne shall have the right to sell the Property to another party provided, however, the sale price to the other party must be equal to or greater than that offered to SSP-EDA and the other terms and conditions of sale must not be more favorable than those offered to SSP-EDA and the sale to the other party must occur within twelve (12) months after SSP-EDA has rejected the offer.

If the sale to the third party is proposed to occur more than twelve (12) months after SSP-EDA's rejection or if the proposed sale of the Property to the third party is at a price lower than that offered to SSP-EDA or on terms more favorable than those offered to SSP-EDA, then MidWestOne must again follow the provisions of this Section 2 and give SSP-EDA the right of first refusal to purchase the Property.

The right of first refusal under this Section 2 shall only terminate if SSP-EDA fails to exercise its right of first refusal to purchase the Property and if the Property is then sold, transferred or exchanged to another person or entity, provided Section 2 does not otherwise require MidWestOne to again offer the Property to SSP-EDA.

Section 3. Miscellaneous.

3.1. Notices. Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to MidWestOne Bank:

MidWestOne Bank
835 Southview Boulevard
South St. Paul, MN 55075
Attn: Todd Hovland

If to SSP-EDA:

South St. Paul Economic Development Authority
125 Third Avenue North
South St. Paul, Minnesota 55075
Attention: Executive Director

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

3.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.3 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective legal representatives, and successors and assigns.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

3.5 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.

3.6 Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

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

[the remainder of this page has been intentionally left blank]

[Signature page for Right of First Refusal Agreement]

SSP-EDA:

South St. Paul Economic Development Authority

By: _____

Name: Beth Baumann

Its: President

By: _____

Name: Steven King

Its: Executive Director

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Beth Baumann and Steven King, the President and Executive Director, respectively, of the South St. Paul Economic Development Authority, a public body corporate and politic organized and existing under the laws of the State of Minnesota, on behalf of said Authority.

Notary Public

