

City of South St. Paul

COUNCIL AGENDA

Monday, October 3, 2016

7:15 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

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

7. AGENDA:

A. Approval of Agenda

Action – Motion to Approve

Action – Motion to Approve as Amended

8. CONSENT AGENDA:

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

A. City Council Meeting Minutes of September 19, 2016

B. Accounts Payable

C. Agreement for School Resource Officer Services Between the Special School District Number 6 and the City of South St. Paul

D. Business Licenses

E. Approve Application and Authorize Execution of Grant Agreement between the Met Council for Various Infiltration and Inflow (I/I) projects

F. 2017 Pay Ranges for Seasonal / Variable Hour Positions

G. Accept Donation from VFW Post 295 for the Great Halloween Get Together

H. Terminating Land Lease at the South St. Paul Airport

- I. Approving Land Lease at Fleming Field with Stuart R. Simek and George A. Zeller
- J. Approving Subleases at Fleming Field between Wipline Real Estate Holdings Inc and Aerotechnique LLC and Lake Superior Helicopters
- K. Approving Second Amendment to the Right of First Refusal at Fleming Field with Boyd Johnson
- L. Accept Donation from L'Allier Electric of a Black & Decker Core Drill and portable stand to the Public Works Department
- M. Approve Section 4(f) de minimis understanding for Kaposia Landing with Dakota County for a Mississippi River Regional Trail Extension

9. PUBLIC HEARINGS:

- A. Call for Public Hearing on Tobacco Violation at Sam's Tobacco

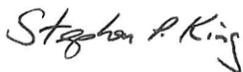
10. GENERAL BUSINESS:

- A. Ordinance Related to Residency of Sexual Offenders and Sexual Predators
- B. Second Reading - Interim Ordinance for New Telecommunication Towers and Antennas
- C. First Reading – Amendment to Ordinance for Right-of-Way Management
- D. Variances for Building Addition and Parking – 501 Malden St. (Twin City Tanning)
- E. Planned Unit Development/Interim Use Permit for development and temporary rock crushing and stockpiling – 600 Verderosa Ave. (Danner, Inc.)

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

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

The regular meeting of the City Council was called to order by Mayor Beth Baumann at 7:15 P.M. on Tuesday, September 19, 2016.

ROLL CALL:

Present,	Mayor Baumann Councilmembers Flatley, Hansen, Niederkorn, Seaberg
Absent,	Councilmember Podgorski, Rothecker
Also Present,	City Administrator, Steve King City Attorney, Kori Land City Engineer, Chris Hartzell City Clerk, Christy Wilcox Police Chief, William Messerich City Planner, Peter Hellegers

5) Presentations

- There were no presentations

6) Citizens' Comments

- Bernie Beerman discussed the McMorrow Field project and concerned about the lack of sidewalks on the west side of Southview Boulevard near the apartment buildings located at 2220 Southview Boulevard.
- Christa Seaberg invited all residents to *The Roaring Twenties* costume party to be held on Saturday, October 15th at the Historic Concord Exchange. All proceeds to benefit the Lincoln Center PTA and South St. Paul Jaycees.
- Jimmy Francis voiced his support of the proposed ordinance relating to residency of sexual offenders and sexual predators.

7) Agenda

Moved by Seaberg/Hansen

MOVED: To approve the agenda.

Motion carried 5 ayes/0 nays

8) Consent Agenda

Moved by Niederkorn/Flatley

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

1. City Council meeting minutes of September 6, 2016
2. Resolution No. 2016-170, approving accounts payable
3. Resolution No. 2016-169, approving and engineering services agreement between the City and WSB & Associates, Inc. for water system model update
4. Business Licenses
5. 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

Motion carried 5 ayes/0 nays

8d) 2017 Pay Ranges for Seasonal/Variable Hour Positions

Moved by Flatley/Seaberg

MOVED: To continue consideration of the 2017 pay ranges for seasonal/variable positions to the next Council worksession.

Motion carried 5 ayes/0 nays

8e) Bid from DNL Builders LLC for dorm room remodel at SMFD

Moved by Niederkorn/Hansen

MOVED: To continue discussion on the bids received for the dorm room remodel at South Metro Fire Department to a Council worksession.

Motion carried 5 ayes/0 nays

9a) Call for Hearing on Assessment for BridgePoint Court Improvements

Moved by Seaberg/Niederkorn

MOVED: To adopt Resolution No, 2016-165, declaring the costs to be assessed and calling for a public hearing for BridgePoint Court Improvements (Project No. 2015-013).

Motion carried 5 ayes/0 nays

9b) Call for Hearing on Assessments for Projects 2016-005 & 007 Street Improvement Projects

Moved by Hansen/Flatley

MOVED: To adopt Resolution No. 2016-166, 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.

Motion carried 5 ayes/0 nays

9c) Oak Park Phase 3 – Declare Costs and Call for Public Hearing on Assessments

Moved by Niederkorn/Flatley

MOVED: To adopt Resolution NO. 2016-167, declaring the costs to be assessed and calling for a public hearing for Project 2016-008 Oak Park Street Projects Phase 3.

Motion carried 5 ayes/0 nays

10e) Comprehensive Plan Amendment and Zoning Ordinance Amendment (NRDD)

Moved by Hansen/Niederkorn

MOVED: To continue discussion on a proposed Comprehensive Plan Amendment to change the planned future land use (FLU) from Open Space to Industrial in the North Riverfront Development District area and a zoning amendment to allow exterior storage as an Interim Use Permit to the October 10th Council worksession.

Motion carried 5 ayes/0 nays

10f) First Reading - Ordinance Related to Residency Restrictions of Sexual Offenders and Sexual Predators

Councilmember Hansen introduced the following proposed ordinance for its first reading:

AN ORDINANCE AMENDING CHAPTER 38 REGARDING OFFENSES AND MISCELLANEOUS PROVISIONS.

10g) First Reading – Interim Ordinance for New Telecommunication Towers and Antennas

Councilmember Seaberg introduced the following proposed ordinance 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.

10h) Purchase Agreement and Development Agreement with MidwestOne Bank

Moved by Flatley/Hansen

MOVED: To 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 Boulevard, 920 Southview Boulevard, and 145 10th Avenue South.

Motion carried 5 ayes/0 nays

11) Adjournment

Moved by Seaberg/Niederkorn

MOVED: To adjourn the meeting at 8:28 p.m.

Motion carried 5 ayes/0 nays

Approved: October 3, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Finance

ADMINISTRATOR: *SPK*

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-171 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. 2016-171

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:	
124151-124292	\$ 1,248,351.84
2016308-2016327	<u>\$ 156,877.17</u>
Total	\$ 1,405,229.01

Adopted this 3rd day of October, 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
124151	9/23/2016		4156 ABM EQUIPMENT & SUPPLY							
		913.26	FUEL FILTER/VALVE/IGNITOR		42515	0148807-IN	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>913.26</u>								
124152	9/23/2016		3739 ACCOUNTEMPS							
		575.25	WEEKENDED 8/28/2016		42596	46636729	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		575.25	WEEKENDED 8/28/2016		42596	46636729	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,150.50</u>								
124153	9/23/2016		1016 ACE HARDWARE & PAINT							
		11.99	OIL DRI ABSORBENT 50#		42516	529321/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		11.98	BY SPRIAL BRIDGE		42517	529430/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		13.98	INSECT KILLER FOR COMPOST BLD		42518	529451/5	10170.6201		OFFICE SUPPLIES	RECYCLING PROGRAM
		5.99	SPRAY PAINT		42519	529470/5	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		40.44	LEDBULB/WIRE/HOOK/PICTURECLIPS		42597	529415/5	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		2.79	FLOAT FOR WATER TRUCK		42649	529489/5	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		12.99	PARTS FOR PUMPHOUSE #4		42650	529571/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>100.16</u>								
124154	9/23/2016		6645 ALL INC							
		560.00	REFRIGERATOR		42600	S1390757.001	50678.6580		OTHER EQUIPMENT	JOHN CARROLL APT BLDG
		<u>560.00</u>								
124155	9/23/2016		6679 AMERICAN ENGINEERING TESTING, INC							
		300.00	455 HARDMAN AVE		42599	93347	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		<u>300.00</u>								
124156	9/23/2016		1044 ANCOM COMMUNICATIONS, INC.							
		185.00	REPAIR TO TRUCK #319 RADIO		42520	62531	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>185.00</u>								
124157	9/23/2016		4059 ASCENT AVIATION GROUP, INC.							
		27,951.52	8000 GAL 100LL AVGAS		42522	385398	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>27,951.52</u>								
124158	9/23/2016		5978 BAUER SERVICES							
		2,500.00	SAN SEWER MANHOLERAILROAD YARD		42521	115	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		<u>2,500.00</u>								
124159	9/23/2016		6676 BDS LAUNDRY MANAGEMENT CO							
		50.00	LAUNDRY EQUIPMENT AUDIT CARDS		42601	V321940	50677.6371.120		MTNCE-MISCELLANEOUS	NAN MCKAY APT BLDG

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
124159	9/23/2016		6676 BDS LAUNDRY MANAGEMENT CO						Continued...	
		50.00	LAUNDRY EQUIPMENT AUDIT CARDS		42601	V321940	50678.6371.120		MTNCE-MISCELLANEOUS	JOHN CARROLL APT BLDG
		100.00								
124160	9/23/2016		3632 BOLTON & MENK, INC.							
		2,200.35	CONS ADMIN FOR APRON RECON		42651	0194412	40404.6530	201415	IMPR OTHER THAN BUILDING	AIRPORT CAPITAL FUND
		2,200.35								
124161	9/23/2016		1123 BOND TRUST SERVICES CORP							
		450.00	PAYING AGENT FEES-2007B		42674	31440	30314.6620		FISCAL AGENTS FEES	2007B REFUNDING BONDS
		450.00	PAYING AGENT FEES 2012A		42675	31441	30318.6620		FISCAL AGENTS FEES	2012 GO LOCAL IMP BONDS
		238.50	PAYING AGENT FEES -2014A		42676	31442	50605.6620		FISCAL AGENTS FEES	WATER UTILITY
		211.50	PAYING AGENT FEES -2014A		42676	31442	50610.6620		FISCAL AGENTS FEES	STORM WATER UTILITY
		450.00	PAYING AGENT FEES -2015A		42677	31443	30319.6620		FISCAL AGENTS FEES	2015A TAXABLE GO TIF BONDS
		450.00	PAYING AGENT FEES -2015B		42678	31444	30321.6620		FISCAL AGENTS FEES	2015B GO PARK BONDS
		2,250.00								
124162	9/23/2016		3615 CAMPBELL KNUTSON, P.A.							
		17,008.95	PROSECUTION FEES		42602	3168G 8/31/16	10130.6304		PROFESSIONAL SVCS-CRIMINAL	CITY ATTORNEY
		14.09	16001162 FORFEITURE PROCEEDS		42603	CN 16001162	20212.6302	227515	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		17,023.04								
124163	9/23/2016		2287 CENTURYLINK							
		88.68	WIRELEASE		42604	612 E12-7172 480 9/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE		42605	612 E12-5630 229 9/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE		42606	612 E-12 5631 630 9/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		308.10								
124164	9/23/2016		1184 CINTAS CORPORATION #754							
		15.09	WORKSHIRTS		42652	754634254	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORKSHIRTS		42652	754634254	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORKSHIRTS		42652	754634254	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORKSHIRTS		42652	754634254	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		64.20	WORKSHIRTS		42652	754634254	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		15.09	WORKSHIRTS		42653	754636768	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORKSHIRTS		42653	754636768	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORKSHIRTS		42653	754636768	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORKSHIRTS		42653	754636768	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124164	9/23/2016		1184 CINTAS CORPORATION #754						Continued...	
		32.20	WORKSHIRTS		42653	754636768	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		165.35	MATS		42654	754637546	10320.6210		OPERATING SUPPLIES	PUBLIC WORKS
		15.09	WORKSHIRTS		42655	754639299	10320.6245		CLOTHING ALLOWANCE	PUBLIC WORKS
		17.92	WORKSHIRTS		42655	754639299	10340.6245		CLOTHING ALLOWANCE	PARKS FACILITIES AND MTNCE
		6.72	WORKSHIRTS		42655	754639299	50605.6245		CLOTHING ALLOWANCE	WATER UTILITY
		6.72	WORKSHIRTS		42655	754639299	50606.6245		CLOTHING ALLOWANCE	SEWER UTILITY
		32.20	WORKSHIRTS		42655	754639299	60703.6245		CLOTHING ALLOWANCE	CENTRAL GARAGE FUND
		<u>433.30</u>								
124165	9/23/2016		2884 COMCAST							
		255.92	INTERNET CONNECTION		42647	877210595030440	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
						8				
		<u>255.92</u>								
124166	9/23/2016		1203 COMMERCIAL ASPHALT CO							
		2,687.22	ASPHALT FOR WATERMAIN PATCHES		42523	160831	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		139.20	ASPHLAT FOR STREET PATCHING		42656	160915	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		823.05	ASPHALT FOR CATCH BASIN REPAIR		42656	160915	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>3,649.47</u>								
124167	9/23/2016		1240 DAKOTA COMMUNICATIONS CENTER							
		49,356.00	DUES/PROJECT FUND		42607	SO2016-10	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		<u>49,356.00</u>								
124168	9/23/2016		6407 DARTS							
		1,983.00	SERVICE COORDINATOR AUG 2016		42608	SSPHRA - 8A.16	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		2,498.00	SERVICE COORDINATOR AUG 2016		42608	SSPHRA - 8A.16	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		9,692.00	CHIPS PROGRAM AUG 2016		42609	SSPHRA - 8B.16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		<u>14,173.00</u>								
124169	9/23/2016		1326 EARL F. ANDERSEN, INC							
		601.16	SIGNS		42524	0112188-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		334.80	SQUARE SIGN POSTS		42657	0112316-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>935.96</u>								
124170	9/23/2016		6669 FINN DANIELS, INC							
		1,011.94	UNIT INTERIOR DOORS AUG 2016		42610	16045-01	50678.6520	229051	BUILDINGS AND STRUCTURE	JOHN CARROLL APT BLDG
		<u>1,011.94</u>								
124171	9/23/2016		6658 FIRST SCRIBE							

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124171	9/23/2016		6658 FIRST SCRIBE						Continued...	
		80.00	WEB HOSTING		42525	2470546	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
		80.00								
124172	9/23/2016		4725 FIRST SUPPLY LLC - TWIN CITIES							
		81.75	FOR WATER DEPARTMENT		42526	1413103-00	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		81.75								
124173	9/23/2016		5592 FRATTALONE'S DAWNWAY LLLP							
		23.62	FOR NEW PAVILION		42527	1608113	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		23.62								
124174	9/23/2016		1497 GOPHER STATE ONE-CALL							
		151.20	LOCATES		42528	6080713	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		151.20	LOCATES		42528	6080713	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		302.40								
124175	9/23/2016		1505 GRAINGER INC.							
		49.28	SHELF BINS		42658	9216756511	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		10.70	SHELF BINS		42659	9216496191	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		135.00	PUMP		42660	9217139386	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		37.08	DRILL BIT SET		42661	9215960692	10330.6240		MINOR EQUIPMENT AND FURNITURE	BUILDINGS
		217.00	CORDLESS DRILL		42662	9216326513	10330.6240		MINOR EQUIPMENT AND FURNITURE	BUILDINGS
		48.59	IMPACT DRILL & DRIVER SET		42663	9216326521	10330.6240		MINOR EQUIPMENT AND FURNITURE	BUILDINGS
		497.65								
124176	9/23/2016		1511 GRAYBAR							
		4,483.90	STREET LIGHT HEADS		42529	986991631	50615.6240		MINOR EQUIPMENT AND FURNITURE	STREET LIGHT UTILITY
		4,483.90								
124177	9/23/2016		5857 GREATAMERICA FINANCIAL SERVICES							
		219.90	POSTAGE MACHINE RENT AUG 2016		42611	19377258	10150.6371		REPAIRS & MAINT CONTRACTUAL	FINANCE
		219.90								
124178	9/23/2016		6659 HAB INC							
		303.50	MONTHLY SOFTWARE SUPPORT		42530	0070134-IN	50677.6375.2		OTHER CONTR SVCS-SOFTWARE SUP	NAN MCKAY APT BLDG
		303.50	MONTHLY SOFTWARE SUPPORT		42530	0070134-IN	50678.6375.2		OTHER CONTR SVCS-SOFTWARE SUP	JOHN CARROLL APT BLDG
		607.00								
124179	9/23/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		109.24	PETWASTE BAGS/BALLAST		42612	9148805195	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG

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
124179	9/23/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
		109.24	PETWASTE BAGS/BALLAST		42612	9148605195	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		19.25-	RETURN BALLAST		42613	9148822214	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		19.25-	RETURN BALLAST		42613	9148822214	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		514.20	DOOR CLOSER/BLINDS/BATTERY		42614	9148700384	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		310.16	FAUCETS/FLAPPERS		42615	9148822213	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>1,004.34</u>								
124180	9/23/2016		1560 HEALTHPARTNERS							
		99,024.37	HEALTH PREMIUMS OCT 2016		42532	67958802	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		444.65	RETRO ADJUSTMENT (HEALTH)		42532	67958802	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,111.68	RETRO ADJUSTMENT (DENTAL)		42532	67958802	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>100,580.70</u>								
124181	9/23/2016		1562 HEALTHPARTNERS MEDICAL GROUP							
		121.00	EE IMMUNIZATION		42531	9000029898	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>121.00</u>								
124182	9/23/2016		1615 HUEBSCH OF MINNESOTA							
		6.51	ENG MAT		42533	3723521	10315.6210		OPERATING SUPPLIES	ENGINEERING
		24.24	FINANCE/ADMIN MAT		42533	3723521	10150.6210		OPERATING SUPPLIES	FINANCE
		6.51	LICENSE/CODE MATS		42533	3723521	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		<u>37.26</u>								
124183	9/23/2016		5935 IDENTISYS INC							
		70.22	ID CARDS		42616	311827	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		19.70	ID CARDS		42616	311827	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		29.55	ID CARDS		42616	311827	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		<u>119.47</u>								
124184	9/23/2016		1719 KAPOSIA TREE SERVICE							
		1,500.00	REMOVAL ELM TREE/CONVER AVE		42534	08282016	10320.6221	201604	SEAL COATING & TREE MAIN	PUBLIC WORKS
		1,500.00	5TH AVE S & 3RD ST S		42664	09122016	10320.6221	201604	SEAL COATING & TREE MAIN	PUBLIC WORKS
		<u>3,000.00</u>								
124185	9/23/2016		1757 KNOWLANS SUPER MARKETS INC.							
		6.48	TENANT CAPITAL MEETING		42535	1519	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		6.48	TENANT CAPITAL MEETING		42535	1519	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		<u>12.96</u>								
124186	9/23/2016		1803 LANGUAGE LINE SERVICES							

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
124186	9/23/2016		1803 LANGUAGE LINE SERVICES						Continued...	
		27.48	OVER THE PHONE TRANSLATION		42617	3891258	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		27.48								
124187	9/23/2016		7321 LAWAL SCOTT ERICKSON ARCHITECTS, INC.							
		8,071.96	SPACE STUDY & DISPLAYS-AUG		42544	1305	40402.6375	BLD163	OTHER CONTRACTED SERVICES	CAPITAL PROGRAMS FUND
		8,071.96								
124188	9/23/2016		1812 LEAGUE OF MINNESOTA CITIES							
		17,065.00	MEMBERSHIP DUES 2016-2017		42541	239182	10110.6471		DUES & SUBSCRIPTIONS	MAYOR AND COUNCIL
		17,065.00								
124189	9/23/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		40.25	4TH QUARTER WORK COMP		42536	32826	10110.6150		WORKERS COMPENSATION	MAYOR AND COUNCIL
		398.00	4TH QUARTER WORK COMP		42536	32826	10120.6150		WORKERS COMPENSATION	CITY ADMINISTRATION
		109.75	4TH QUARTER WORK COMP		42536	32826	10125.6150		WORKERS COMPENSATION	HUMAN RESOURCES
		181.75	4TH QUARTER WORK COMP		42536	32826	10140.6150		WORKERS COMPENSATION	CITY CLERK
		427.00	4TH QUARTER WORK COMP		42536	32826	10150.6150		WORKERS COMPENSATION	FINANCE
		251.50	4TH QUARTER WORK COMP		42536	32826	10160.6150		WORKERS COMPENSATION	INFORMATION TECHNOLOGY
		31.00	4TH QUARTER WORK COMP		42536	32826	10170.6150		WORKERS COMPENSATION	RECYCLING PROGRAM
		23,307.75	4TH QUARTER WORK COMP		42536	32826	10210.6150		WORKERS COMPENSATION	POLICE PROTECTION
		487.25	4TH QUARTER WORK COMP		42536	32826	10315.6150		WORKERS COMPENSATION	ENGINEERING
		7,785.50	4TH QUARTER WORK COMP		42536	32826	10320.6150		WORKERS COMPENSATION	PUBLIC WORKS
		747.25	4TH QUARTER WORK COMP		42536	32826	10330.6150		WORKERS COMPENSATION	BUILDINGS
		3,121.00	4TH QUARTER WORK COMP		42536	32826	10340.6150		WORKERS COMPENSATION	PARKS FACILITIES AND MTNCE
		145.75	4TH QUARTER WORK COMP		42536	32826	10410.6150		WORKERS COMPENSATION	PLANNING & ZONING
		247.50	4TH QUARTER WORK COMP		42536	32826	10420.6150		WORKERS COMPENSATION	LICENSING & CODE ENFORCEMENT
		265.50	4TH QUARTER WORK COMP		42536	32826	10520.6150		WORKERS COMPENSATION	PARKS ADMINISTRATION
		476.50	4TH QUARTER WORK COMP		42536	32826	10527.6150		WORKERS COMPENSATION	SPLASH POOL
		476.50	4TH QUARTER WORK COMP		42536	32826	10528.6150		WORKERS COMPENSATION	NORTHVIEW POOL
		314.75	4TH QUARTER WORK COMP		42536	32826	10529.6150		WORKERS COMPENSATION	RECREATIONAL PROGRAMS
		126.75	4TH QUARTER WORK COMP		42536	32826	10530.6150		WORKERS COMPENSATION	COMMUNITY AFFAIRS
		668.75	4TH QUARTER WORK COMP		42536	32826	20230.6150		WORKERS COMPENSATION	LIBRARY
		1,461.25	4TH QUARTER WORK COMP		42536	32826	20243.6150		WORKERS COMPENSATION	DOUG WOOG ARENA
		1,850.50	4TH QUARTER WORK COMP		42536	32826	20245.6150		WORKERS COMPENSATION	AIRPORT
		593.25	4TH QUARTER WORK COMP		42536	32826	20250.6150		WORKERS COMPENSATION	CENTRAL SQUARE
		66.50	4TH QUARTER WORK COMP		42536	32826	20260.6150		WORKERS COMPENSATION	HOUSING GENERAL
		495.50	4TH QUARTER WORK COMP		42536	32826	20280.6150		WORKERS COMPENSATION	ECON DEV GENERAL
		178.50	4TH QUARTER WORK COMP		42536	32826	50600.6150		WORKERS COMPENSATION	UTILITY ADMINISTRATION
		1,513.25	4TH QUARTER WORK COMP		42536	32826	50605.6150		WORKERS COMPENSATION	WATER UTILITY
		1,694.75	4TH QUARTER WORK COMP		42536	32826	50606.6150		WORKERS COMPENSATION	SEWER UTILITY

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
124189	9/23/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST						Continued...	
		1,044.25	4TH QUARTER WORK COMP		42536	32826	50677.6150		WORKERS COMPENSATION	NAN MCKAY APT BLDG
		910.75	4TH QUARTER WORK COMP		42536	32826	50678.6150		WORKERS COMPENSATION	JOHN CARROLL APT BLDG
		1,267.50	4TH QUARTER WORK COMP		42536	32826	60703.6150		WORKERS COMPENSATION	CENTRAL GARAGE FUND
		<u>50,686.00</u>								
124190	9/23/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		2,471.37	MITCHELL NELSON		42537	C0043881 9/1/16	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		<u>2,471.37</u>								
124191	9/23/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		175.10	DANIEL SALMEY		42538	C0018958 -1/16	10210.6151		WORKERS COMP DEDUCTIBLE	POLICE PROTECTION
		<u>175.10</u>								
124192	9/23/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		780.00	MARK HODEL		42539	C0039725 9/1/16	10315.6151		WORKERS COMP DEDUCTIBLE	ENGINEERING
		<u>780.00</u>								
124193	9/23/2016		1813 LEAGUE OF MN CITIES INSURANCE TRUST							
		5,341.29	4TH QUARTER PREMIUM		42540	54095	10110.6361		INSURANCE	MAYOR AND COUNCIL
		13,551.08	4TH QUARTER PREMIUM		42540	54095	10210.6361		INSURANCE	POLICE PROTECTION
		6,836.75	4TH QUARTER PREMIUM		42540	54095	10320.6361		INSURANCE	PUBLIC WORKS
		2,336.03	4TH QUARTER PREMIUM		42540	54095	10330.6361		INSURANCE	BUILDINGS
		5,550.03	4TH QUARTER PREMIUM		42540	54095	10340.6361		INSURANCE	PARKS FACILITIES AND MTNCE
		2,522.23	4TH QUARTER PREMIUM		42540	54095	20230.6361		INSURANCE	LIBRARY
		3,036.25	4TH QUARTER PREMIUM		42540	54095	20243.6361		INSURANCE	DOUG WOOG ARENA
		13,007.10	4TH QUARTER PREMIUM		42540	54095	20245.6361		INSURANCE	AIRPORT
		7,325.94	4TH QUARTER PREMIUM		42540	54095	50605.6361		INSURANCE	WATER UTILITY
		1,763.87	4TH QUARTER PREMIUM		42540	54095	50606.6361		INSURANCE	SEWER UTILITY
		5,828.43	4TH QUARTER PREMIUM		42540	54095	60703.6361		INSURANCE	CENTRAL GARAGE FUND
		<u>67,099.00</u>								
124194	9/23/2016		1825 LEVANDER, GILLEN & MILLER PA							
		1,500.00	AUGUST LEGAL SERVICES		42542	8/31/16-41000E	10130.6306		PROFESSIONAL SVCS - RETAINER	CITY ATTORNEY
		4,079.90	AUGUST LEGAL SERVICES		42542	8/31/16-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		325.00	AUGUST LEGAL SERVICES		42542	8/31/16-41000E	10101.2205	100083	DEPOSITS	GENERAL FUND
		2,249.82	CODE ENFORCEMENT		42542	8/31/16-41000E	10130.6302		PROFESSIONAL SERVICES	CITY ATTORNEY
		112.50	AUGUST LEGAL SERVICES		42542	8/31/16-41000E	20245.6302		PROFESSIONAL SERVICES	AIRPORT
		3,129.50	AUGUST LEGAL SERVICES		42542	8/31/16-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		1,737.50	MIDWESTONE LEGAL COSTS		42542	8/31/16-41000E	20280.6302		PROFESSIONAL SERVICES	ECON DEV GENERAL
		717.50	INTERSTATE PROPERTY LEGAL		42543	8/31/16-20073E	40491.6302		PROFESSIONAL SERVICES	STOCKYARDS TIF

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
124194	9/23/2016		1825 LEVANDER, GILLEN & MILLER PA						Continued...	
		70.41	10010859 FORFEITURE PROCEEDS		42618	CN 10010859	20212.6302	227515	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		13,922.13								
124195	9/23/2016		1826 LEXISNEXIS RISK SOLUTIONS							
		50.00	USAGE FEE		42619	1411215-2016073	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		50.00			1					
124196	9/23/2016		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		290.00	APPL SUP - POLICE APS		42545	42294	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,554.00	APPL SUP - POLICE MDC		42545	42294	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		2,461.00	APPL SUP - FINANCE		42545	42294	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		1,906.00	APPL SUP HR/PAYROLL		42545	42294	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		42.00	APPL SUP - UB (RETIREEES)		42545	42294	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,092.00	APPL SUP - PIMS		42545	42294	10420.6375		OTHER CONTRACTED SERVICES	LICENSING & CODE ENFORCEMENT
		210.00	APPL SUP - BUS LIC		42545	42294	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		210.00	APPL SUP - CODE ENFORCEMENT		42545	42294	10420.6375		OTHER CONTRACTED SERVICES	LICENSING & CODE ENFORCEMENT
		1,208.00	APPL SUP - PARK & REC		42545	42294	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		137.00	APPL SUP - INSIGHT SOFTWARE		42545	42294	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		4,141.00	APPL SUP - UTILITY BILLING		42545	42294	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		2,880.51	NETWORK SUPPORT		42673	42363	40402.6580	IT-110	OTHER EQUIPMENT	CAPITAL PROGRAMS FUND
		17,131.51								
124197	9/23/2016		1867 MADISON NATIONAL LIFE INSURANCE CO.							
		1,819.75	PREMIUMS OCTOBER 2016		42546	9/12/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		5.90	SALARY CHANGES		42546	9/12/2016	10101.2177		DISABILITY INSURANCE	GENERAL FUND
		1,825.65								
124198	9/23/2016		1900 MCMULLEN INSPECTING, INC.							
		1,824.80	ELECTRICAL FEES THRU 9/1/2016		42547	9/1/2016	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMENT
		1,824.80								
124199	9/23/2016		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		213,632.20	SEP 2016 SEWER SERVICE		42620	0001059241	50606.6376		METRO WASTE CONTROL COMMISSION	SEWER UTILITY
		213,632.20								
124200	9/23/2016		1939 MIDWAY FORD CO.							
		67.97	PARTS FOR #206		42548	270422	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		333.04	PARTS FOR #206		42549	270427	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		402.47	PARTS FOR #206		42550	270472	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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
124200	9/23/2016	803.48	1939 MIDWAY FORD CO.						Continued...	
124201	9/23/2016	52.02	1942 MIDWEST FENCE & MFG.		42551	169756	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		18.70	FENCE PARTS FOR DOG PARK		42552	169757	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		70.72								
124202	9/23/2016	25.00	4506 MINNESOTA BCA		42621	SLIFKO 27047	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		375.00	DEAL 36694		42622	DEAL 36694	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		375.00	DAHL 36693		42623	DAHL 36693	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		775.00								
124203	9/23/2016	10,877.00	1988 MINNESOTA DEPARTMENT OF HEALTH		42553	3RD QUARTER 2016	50605.6395		PAYMENT TO STATE WATER	WATER UTILITY
		10,877.00	TESTING FEE 3RD QUARTER 2016							
124204	9/23/2016	970.68	2009 MINNESOTA PIPE & EQUIPMENT		42554	0363902	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		213.41	UNIVERSAL BRASS COUPLINGS		42555	0363903	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		252.56	MARKING PAINT FOR LOCATES		42556	0363625	10320.6240		MINOR EQUIPMENT AND FURNITURE	PUBLIC WORKS
		252.56	MANHOLE PICK		42556	0363625	10340.6240		MINOR EQUIPMENT AND FURNITURE	PARKS FACILITIES AND MTNCE
		145.12	MANHOLE PICK		42556	0363625	40432.6371	201607	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		1,053.90	WATER COVERS FOR BRR PROJ		42556	0363625	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,493.18	WATER SUPPLIES		42557	0360901	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		320.00	SUPPLIES FOR UPCOMMING WINTER		42558	0364519	50605.6240		MINOR EQUIPMENT AND FURNITURE	WATER UTILITY
		222.00	CHOPSAW CARRYING CASE		42665	0364567	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		4,923.41	VALVE BOX PARTS							
124205	9/23/2016	150.00	5591 MN STATE ASSN OF NARCOTICS INVESTIGATORS		42624	16-115	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		150.00	RADOSEVICH							
124206	9/23/2016	1,384.00	6660 NATUS CORP		42564	CG612017	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		1,384.00	FLOORING #600 NAN MCKAY							
124207	9/23/2016	87.47	6647 NEW ANSWERNET, INC.		42598	045-70016	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
			ANSWERING SERVICE							

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
124215	9/23/2016		7383 PETERSON COMPANIES, INC.						Continued...	
		143,675.62	MCMORROW RENOVATION #1		42574	32416	40429.6530	201490	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS
		<u>143,675.62</u>								
124216	9/23/2016		2233 PIONEER RIM & WHEEL COMPANY							
		95.75	PARTS FOR TACK TRAILER		42575	1-337386	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>95.75</u>								
124217	9/23/2016		6683 POPP COMMUNICATIONS							
		114.62	NETWORK SUPPORT		42626	992364378	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		<u>114.62</u>	NETWORK SUPPORT		42626	992364378	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		229.24								
124218	9/23/2016		6663 PREMIUM WATERS INC							
		37.38	KANDIYOHI WATER FOR COOLER		42581	303656-08-16	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		<u>37.38</u>								
124219	9/23/2016		7387 PROFESSIONAL ASPHALT SERVICES							
		12,392.00	SEAL COATING NORTH AREA		42627	8/30/2016	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>12,392.00</u>								
124220	9/23/2016		2286 QUILL CORP							
		53.77	STAPLES/PAPERCLIP/BINDER CLIPS		42576	8925601	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		167.28	LABELS/INK JETS/COPY PAPER		42577	8558790	20230.6201		OFFICE SUPPLIES	LIBRARY
		64.99	TISSUE		42577	8558790	20230.6210		OPERATING SUPPLIES	LIBRARY
		24.49	LABELS		42578	8601615	20230.6201		OFFICE SUPPLIES	LIBRARY
		24.49	RETURN LABELS		42579	544030	20230.6201		OFFICE SUPPLIES	LIBRARY
		110.33	RECEIPT BOOKS/CLASP ENVELOPES		42580	8894076	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		33.97	BUSINESS NOTEBOOK		42667	8974154	10140.6210		OPERATING SUPPLIES	CITY CLERK
		70.59	PRE-WIRED TAGS		42668	8949226	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>500.93</u>								
124221	9/23/2016		6341 RACHEL CONTRACTING, INC							
		103,983.82	KAPOSIA LANDING PHASE 1 #15		42582	15	40429.6530	201480	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS
		<u>103,983.82</u>								
124222	9/23/2016		1634 RICOH USA, INC.							
		227.00	COPIER RENT		42628	97418118	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		<u>227.00</u>								
124223	9/23/2016		1636 RICOH USA, INC.							

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124223	9/23/2016		1636 RICOH USA, INC.						Continued...	
		68.08	COPIER USAGE 6/11/16-9/10/16		42669	5044414765	10320.6378		COPIER MAINTENANCE AGREEMENT	PUBLIC WORKS
		1,145.74	COPIER USAGE 6/11/16-9/10/16		42669	5044414765	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		710.74	COPIER USAGE 6/11/16-9/10/16		42669	5044414765	10315.6378		COPIER MAINTENANCE AGREEMENT	ENGINEERING
		15.66	COPIER USAGE 6/11/16-9/10/16		42669	5044414765	20243.6378		COPIER MAINTENANCE AGREEMENT	DOUG WOOG ARENA
		131.37	COPIER USAGE 6/11/16-9/10/16		42669	5044414765	20245.6378		COPIER MAINTENANCE AGREEMENT	AIRPORT
		<u>2,071.59</u>								
124224	9/23/2016		5755 RYAN CONTRACTING							
		66,912.47	BP COURT - 3 - FINAL		42583	3 - FINAL	40431.6530	201513	IMPR OTHER THAN BUILDING	2015 LOCAL IMPROVEMENTS
		<u>66,912.47</u>								
124225	9/23/2016		2415 SCHMIDTY'S LAWN, SNOW AND TREE							
		6,841.00	CONCORD TIF MOWS/TRASH		42629	3715	40490.6375		OTHER CONTRACTED SERVICES	CONCORD TIF
		180.00	MOW/TRASH 820 SOUTHVIEW		42630	3716	20284.6375	229050	OTHER CONTRACTED SERVICES	DEVELOPMENT
		1,075.00	MOW/TRASH VARIOUS LOTS		42630	3716	20284.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT
		1,590.00	MOW/TRASH VARIOUS LOTS		42630	3716	20292.6375		OTHER CONTRACTED SERVICES	REDISCOVER HOUSING
		<u>9,686.00</u>								
124226	9/23/2016		6664 SCREENING REPORTS							
		66.25	TENANT VERIFICATION		42584	820165439	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		25.00	PROJECT VERIFICATION		42584	820165439	50677.6371.110		MTNCE-CONTRACTS	NAN MCKAY APT BLDG
		66.25	TENANT VERIFICATIONS		42584	820165439	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>157.50</u>								
124227	9/23/2016		6686 SHEPHERD, JW							
		50.00	KEY PERSON NAN MCKAY		42585	93016	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		<u>50.00</u>								
124228	9/23/2016		2632 SHERWIN-WILLIAMS CO., THE							
		187.95	CROSSWALK PAINT		42586	7957-9	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		36.29	FILTER/PUMP PROTECTOR		42587	8116-1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		355.71	STRIPING PAINT/BRUSHES/TRAYS		42670	8390-0	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>579.95</u>								
124229	9/23/2016		2558 STATE INDUSTRIAL PRODUCTS							
		97.00	AIR CARE PROGRAM		42588	97944778	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>97.00</u>								
124230	9/23/2016		2595 SU-Z'S EMBROIDERY INC							
		10.00	CAP WITH COMMISSIONER		42631	32808	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION

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
124230	9/23/2016		2595 SU-Z'S EMBROIDERY INC						Continued...	
		35.80	LOGOS ON SWEATSHIRTS		42636	32837	10315.6240		MINOR EQUIPMENT AND FURNITURE	ENGINEERING
		45.80								
124231	9/23/2016		6682 TIDY SERVICE OF MN, INC							
		530.00	#600 NAN MCKAY		42589	20063	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		165.00	#312 JOHN CARROLL		42589	20063	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		695.00								
124232	9/23/2016		2648 T-MOBILE							
		32.80	PHONES		42632	941459303	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
						9/11/16				
		32.80	PHONES		42632	941459303	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
						9/11/16				
		58.20	PHONES		42633	828792863	20260.6385		UTILITY SERVICE	HOUSING GENERAL
						9/11/16				
		104.83	PHONES		42633	828792863	50671.6385		UTILITY SERVICE	CHSP PROGRAM
						9/11/16				
		78.71	PHONES		42633	828792863	50677.6385		UTILITY SERVICE	NAN MCKAY APT BLDG
						9/11/16				
		131.20	PHONES		42633	828792863	50678.6385		UTILITY SERVICE	JOHN CARROLL APT BLDG
						9/11/16				
		438.54								
124233	9/23/2016		5754 TOTAL MECHANICAL SERVICES, INC							
		80,920.15	FINAL PAY REQUEST APP# 7		42671	16324	40429.6530	201470	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS
		80,920.15								
124234	9/23/2016		2664 TRACTOR SUPPLY CREDIT PLAN							
		207.43	FOR BATTING CAGES		42590	242951	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		207.43								
124235	9/23/2016		2665 TRANS UNION LLC							
		50.00	BASIC SERVICE		42634	08643820	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		50.00								
124236	9/23/2016		2673 TRI-COUNTY LAW ENFORCEMENT ASSOCIATION							
		75.00	2016 ANNUAL DUES		42635	9/1/2016	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		75.00								
124237	9/23/2016		2679 TROJES TRASH PICKUP, INC							

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124237	9/23/2016		2679 TROJES TRASH PICKUP, INC						Continued...	
		181.35	ACCT# 247131 / 619 5TH AVE S		42637	ACCT#247131 9/1/16	10420.6371		REPAIRS & MAINT CONTRACTUAL	LICENSING & CODE ENFORCEMENT
		<u>181.35</u>								
124238	9/23/2016		6729 TWIST OFFICE PRODUCTS							
		207.21	COORCTION TAPE/NOTE PADS		42591	772277-0	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		5.56	DRY ERASE MARKERS		42592	772277-1	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		<u>212.77</u>								
124239	9/23/2016		3646 U.S. BANK EQUIPMENT FINANCE							
		86.00	COPY MACHINE LEASE FOR SEPT		42640	313093890	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		<u>86.00</u>								
124240	9/23/2016		2705 UNIFORMS UNLIMITED							
		178.84	BADGE W/APPLIED PANELS		42638	40215-1	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>178.84</u>								
124241	9/23/2016		2731 USABLE LIFE							
		1,666.65	LIFE INSURANCE OCT 2016		42639	4000704064	10101.2178		LIFE INSURANCE	GENERAL FUND
		12.40	TERMINATIONS		42639	4000704064	10101.2178		LIFE INSURANCE	GENERAL FUND
		<u>1,654.25</u>								
124242	9/23/2016		2744 VAN PAPER COMPANY							
		406.83	HAND TOWELS/TISSUE/TRASHLINERS		42593	398742-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		10.00	CORRECTION TO PREVIOUS INVOICE		42594	386808-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		55.06	TRASH CAN LINERS		42672	399256-00	10330.6210		OPERATING SUPPLIES	BUILDINGS
		<u>471.89</u>								
124243	9/23/2016		2767 W.D. LARSON COMPANIES LTD, INC.							
		16.08	PART FOR VEHICLE #315		42641	B-262440257	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>16.08</u>								
124244	9/23/2016		2844 WSB & ASSOC INC							
		659.67	DATALINK MAINTENANCE		42642	02223-020-1	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		659.67	DATALINK MAINTENANCE		42642	02223-020-1	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		659.66	DATALINK MAINTENANCE		42642	02223-020-1	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		<u>1,979.00</u>								
124245	9/23/2016		2849 XCEL ENERGY							
		1,171.59	CITY HALLAUGUST		42643	515625266	10330.6385		UTILITY SERVICE	BUILDINGS

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
124245	9/23/2016		2849 XCEL ENERGY						Continued...	
		103.75	STREET LIGHT UTILITY FUND		42643	515625266	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		981.71	SEWER AUGUST		42644	515635912	50606.6385		UTILITY SERVICE	SEWER UTILITY
		11,154.50	STREET LIGHTS AUGUST		42645	515463642	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		56.78	POLICE AUGUST		42646	515621280	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		<u>13,468.33</u>								
124246	9/23/2016		2864 ZEE MEDICAL SERVICE							
		47.25	FIRST AIDE SUPPLIES		42595	54162981	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		47.25	FIRST AIDE SUPPLIES		42595	54162981	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		47.25	FIRST AIDE SUPPLIES		42595	54162981	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		47.25	FIRST AIDE SUPPLIES		42595	54162981	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>189.00</u>								
124247	9/30/2016		1440 FREEDOM SERVICES INC							
		577.55			42901	0927161405593	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		<u>577.55</u>								
124248	9/30/2016		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		393.52			42902	0927161405594	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>393.52</u>								
124249	9/30/2016		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		4,383.66			42906	0927161405598	10101.2175		OTHER RETIREMENT	GENERAL FUND
		<u>4,383.66</u>								
124250	10/3/2016		3739 ACCOUNTEMP							
		1,881.75	WEEK ENDED 9/16/2016		42852	46684655	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,881.75	WEEK ENDED 9/16/2016		42852	46684655	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>3,763.50</u>								
124251	10/3/2016		5257 AL SERVICES LLC							
		3,600.00	NEW SHELTER ELECTRIC INSTALL		42892	9816	20202.6530	227640	IMPR OTHER THAN BUILDING	PARK LAND DEDICATION
		<u>3,600.00</u>								
124252	10/3/2016		1042 AMERIPRIDE SERVICES INC							
		69.45	RUG RENTAL		42853	1003574527	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		<u>69.45</u>								
124253	10/3/2016		1053 APWA-MN CHAPTER							
		775.00	ANNUAL MEMBERSHIP12/1-11/30/17		42854	18992 9/9/16	10320.6471		DUES & SUBSCRIPTIONS	PUBLIC WORKS

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124253	10/3/2016	775.00	1053 APWA-MN CHAPTER						Continued...	
124254	10/3/2016	1,375.00	6909 B&B SHEET METAL & ROOFING, INC.		42855	53777	50678.6371.200		MTNCE-OTHER	JOHN CARROLL APT BLDG
		1,375.00	R&R ROOF LEAK/ERICKSON UNIT							
124255	10/3/2016	2,000.00	5978 BAUER SERVICES		42856	118	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		2,500.00	REPAIRS TO 4TRUCK HOIST LIFTS		42857	119	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		2,500.00	REPAIRS TO 3 SANITARY MANHOLES		42858	120	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		680.00	AT TRAIN YARD		42859	121	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		680.00	CONCRETE BLOCKS FOR PW YARD		42859	121	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		680.00	CONCRETE BLOCKS FOR PW YARD		42859	121	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,020.00	CONCRETE BLOCKS FOR PW YARD		42860	122	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		10,060.00	LOAD AND HAUL AWAY STUMPS							
124256	10/3/2016	725.00	1125 BONUS BUILDING CARE IN MINNEAPOLIS		42893	6099018002-31	20230.6375		OTHER CONTRACTED SERVICES	LIBRARY
		725.00	CLEANING SERVICE SEPT 2016							
124257	10/3/2016	242.73	2884 COMCAST		42894	877210595021377	20250.6375		OTHER CONTRACTED SERVICES	CENTRAL SQUARE
			CABLE SERVICES/WITH SVC REPAIR			3 9/19/16				
		133.28	CABLE SERVICES		42908	877210595021377	20250.6375		OTHER CONTRACTED SERVICES	CENTRAL SQUARE
						3 7/19/16				
		376.01								
124258	10/3/2016	16,971.85	7389 CUSTOM SERVICES GROUP, INC.		42861	DISB #1	20245.2205		DEPOSITS	AIRPORT
		16,971.85	1790 WIPLINGER LANE DISB #1							
124259	10/3/2016	1,143.17	1247 DAKOTA COUNTY FINANCIAL SERVICES		42863	00022194	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		17,797.00	AUGUST RADIO FEES		42864	00022206	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		23,769.00	CJIIIN MEMBER FEE		42864	00022206	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		42,709.17	DCLEA MEMBER FEE							
124260	10/3/2016	225.00	1252 DAKOTA COUNTY TECHNICAL COLLEGE		42862	00135857	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		225.00	PURSUIT REFRESHER							

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
124260	10/3/2016		1252 DAKOTA COUNTY TECHNICAL COLLEGE						Continued...	
124261	10/3/2016		6407 DARTS							
		5,726.50	PERSONAL AIDES AUGUST 2016		42909	SSPAIDE 8/31/16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		1,667.25	FEES EARNED		42909	SSPAIDE 8/31/16	50671.4493		OTHER CHARGE FOR SERVICE - COM	CHSP PROGRAM
		46.10	MEAL PREP		42909	SSPAIDE 8/31/16	50671.6375		OTHER CONTRACTED SERVICES	CHSP PROGRAM
		<u>4,105.35</u>								
124262	10/3/2016		1276 DELEGARD TOOL CO							
		78.69	DRUM DOLLY		42865	123358	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>78.69</u>								
124263	10/3/2016		1326 EARL F. ANDERSEN, INC							
		1,560.13	SIGNS/PARTS FOR M&O PROJECT		42866	0112199-IN	40432.6220	201602	REPAIR & MAINTENANCE SUPPLIES	2016 LOCAL IMPROVEMENTS
		1,204.00	SIGNS/PARTS FOR BRR PROJECT		42866	0112199-IN	40432.6220	201606	REPAIR & MAINTENANCE SUPPLIES	2016 LOCAL IMPROVEMENTS
		348.55	SIGNS/PARTS FOR OAK PARK		42866	0112199-IN	40432.6220	201608	REPAIR & MAINTENANCE SUPPLIES	2016 LOCAL IMPROVEMENTS
		1,105.35	FOR SCHOOL CROSSWALKS		42867	0112259-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>4,218.03</u>								
124264	10/3/2016		4725 FIRST SUPPLY LLC - TWIN CITIES							
		76.49	PIPE SEALANT FOR WATER DEPT		42868	1417343-00	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		61.10	PRESS REDU VLV FOR WATER DEPT		42869	1417545-00	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>137.59</u>								
124265	10/3/2016		5840 FLAGSHIP RECREATION							
		5,005.00	PLAY STRUCTURE PARTS/SPRUCE		42910	F6380	20202.6530	227640	IMPR OTHER THAN BUILDING	PARK LAND DEDICATION
		<u>5,005.00</u>								
124266	10/3/2016		1440 FREEDOM SERVICES INC							
		33.25	SEPT 2016 ADMIN FEE		42873	10308	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		15.00	SPET 2016 ONLINE ACCESS		42873	10308	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>48.25</u>								
124267	10/3/2016		1444 FRONTIER AG & TURF							
		78.33	CABLE AND SWITCH		42870	P94977	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		280.42	GASKET/SPARK PLUG/V-BELT		42871	P95181	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		58.20	AIR FILTERS		42872	P95256	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>416.95</u>								
124268	10/3/2016		4887 GALE/CENGAGE LEARNING							
		116.76	ADULT FICTION BOOKS		42911	58877303	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124268	10/3/2016	116.76	4887 GALE/CENGAGE LEARNING						Continued...	
124269	10/3/2016	109.62	7388 GARCIA, RYAN		42874	9/21/2016	20280.6331		CONFERENCES, TRAINING, TRAVEL	ECON DEV GENERAL
		109.62	MILEAGE REIMBURSE 9/13-9/21/20							
124270	10/3/2016	193.70	1485 GLOBE PRINTING & OFFICE SUPPLIES INC		42875	70613J	10150.6201		OFFICE SUPPLIES	FINANCE
		41.00	#10 WINDOW ENVELOPES-FIN DEPT		42876	70562D	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		41.00	BUSINESS CARDS / CHU		42877	70572D	10315.6201		OFFICE SUPPLIES	ENGINEERING
		275.70	BUSINESS CARDS / MADIGAN							
124271	10/3/2016	1,420.92	3686 IMPACT PROVEN SOLUTIONS		42878	117011	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		1,420.92	MAIL PROCESS SEPT 2016							
124272	10/3/2016	35.00	7390 INDEPENDENT SCHOOL DISTRICT #197		42912	8/25/2016	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		35.00	WALKING BUTTONS							
124273	10/3/2016	3.81	1650 INGRAM LIBRARY SERVICES		42913	94615872	20217.6230	227637	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		14.17	300 BOOKS SPANISH TITLE		42914	94615873	20217.6230	227595	BOOKS, MATERIALS & PERIODICALS	GRANTS/DONATIONS LIBRARY
		17.98	OLLIE RIVARD MEMORIAL							
124274	10/3/2016	256.00	6398 INNOVATIVE OFFICE SOLUTIONS LLC		42879	IN1314691	20280.6240		MINOR EQUIPMENT AND FURNITURE	ECON DEV GENERAL
		256.00	OTG TASK CHAIR/GARCIA							
124275	10/3/2016	19.50	1718 KAPOSIA CONVENIENCE CENTER CORP		42880	8/31/2016	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		19.50	CAR WASHES							
124276	10/3/2016	214.50	6681 MANN ENTERPRISES		42881	9/9/2016	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		214.50	WATER SOFTENER SALT							
124277	10/3/2016	1,038.47	1923 METRO SALES INC.		42882	INV611733	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		1,038.47	PHOTOCOPIER CONTRACT							

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
124286	10/3/2016		6702 REFERRAL CARPET AND FLOOR SERVICES, INC.						Continued...	
		376.00	CLEAN CARPET COMM RM ATRIUM		42887	25424	50678.6371.110		MTNCE-CONTRACTS	JOHN CARROLL APT BLDG
		<u>376.00</u>								
124287	10/3/2016		1634 RICOH USA, INC.							
		76.00	COPIER RENT 8/25-9/24/16		42926	97485395	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		7.60	LATE FEE		42926	97485395	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		76.00	CSCC COST SHARE		42926	97485395	20250.6378		COPIER MAINTENANCE AGREEMENT	CENTRAL SQUARE
		<u>159.60</u>								
124288	10/3/2016		1636 RICOH USA, INC.							
		64.28	BASE CHARGES		42924	5042717920	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		16.45	BLACK & WHITE		42924	5042717920	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		197.80	COLOR		42924	5042717920	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		60.00	COPY CHARGES 9/12-10/11/16		42925	5044439571	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		132.88	COLOR		42925	5044439571	10520.6378		COPIER MAINTENANCE AGREEMENT	PARKS ADMINISTRATION
		<u>471.41</u>								
124289	10/3/2016		6703 SENTRY SYSTEMS, INC							
		30.00	RESIDENTIAL MONITOR/OCT 2016		42927	719009	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG
		30.00	RESIDENTIAL MONITOR OCT 2016		42928	718887	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		<u>60.00</u>								
124290	10/3/2016		2608 TAHO SPORTSWEAR, INC							
		45.00	FOOTBALL JERSEYS		42890	16TF1934	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		<u>45.00</u>								
124291	10/3/2016		2648 T-MOBILE							
		33.83	HOT SPOT		42929	487685314	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
						9/17/16				
		<u>33.83</u>								
124292	10/3/2016		2866 ZEP SALES & SERVICE							
		774.91	CAR WASH SOAP		42891	9002433640	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>774.91</u>								
2016308	9/23/2016		1559 HEALTHPARTNERS							
		287.37	HRA REIMBURSEMENT		42847	09/14-09/20/201	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>287.37</u>				6				

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
2016309	9/21/2016		2013 MINNESOTA REVENUE (C)						Continued...	
		887.15	SALES TAX FOR JULY 2016		42848	AUG 2016	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.55	CASH OVER/SHORT		42848	AUG 2016	10101.4673		CASH OVER/SHORT	GENERAL FUND
		48.73	SALES TAX FOR JULY 2016		42848	AUG 2016	20230.2081		DUE TO OTHER GOVT-SALES	LIBRARY
		585.00	SALES TAX FOR JULY 2016		42848	AUG 2016	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		28.01	SALES TAX FOR JULY 2016		42848	AUG 2016	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		997.40	SALES TAX FOR JULY 2016		42848	AUG 2016	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		678.16	SALES TAX FOR JULY 2016		42848	AUG 2016	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		<u>3,225.00</u>								
2016310	9/20/2016		6537 FDGL LEASE PAYMENT							
		12.00	CC MACHINE LEASE-KEYPAD		42849	160921	20243.6412		CREDIT CARD/ACH/BANK FEE	DOUG WOOG ARENA
		<u>12.00</u>								
2016311	9/19/2016		6037 HEALTHPARTNERS-DENTAL							
		379.52	DENTAL CLAIMS PAID		42850	9/08-09/14/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>379.52</u>								
2016312	9/26/2016		6037 HEALTHPARTNERS-DENTAL							
		1,172.56	DENTAL CLAIMS PAID		42851	09/15-09/21/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
						6				
		<u>1,172.56</u>								
2016313	9/8/2016		6860 WELLS FARGO PURCHASING CARDS							
		435.00	CAFR APPLICATION		42679	M472718499	10150.6430		MISCELLANEOUS	FINANCE
		225.00	MNGFOA CONFERENCE HILGER		42680	M475782271	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		20.99	Frame for department photo		42681	M471197053	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		48.15	PICTURE HANGING HARDWARE		42682	M472718500	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		58.91	SALMEY MAAG EQUIPMENT		42683	M473450334	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		132.84	SALMEY MAAG EQUIPMENT		42684	M474702261	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		12.33	MEAL FOR TRAINING		42685	M471649149	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		268.80	GAS MASK POUCHES		42686	M471649150	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		12.50	MEAL FOR TRAINING		42687	M472234264	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		15.00	MEAL FOR TRAINING		42688	M472234586	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		59.24	MEALS FOR EXPLORER LVL 3 NOTIF		42689	M476236804	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		9.04	HARDWARE		42690	M471649151	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		9.86	MEAL AT TRAINING		42691	M471649152	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		104.05	K9 EQUIPMENT		42692	M471649153	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		11.42	MEAL AT TRAINING		42693	M472234587	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		12.34	MEAL AT TRAINING		42694	M472234588	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		3.58	K9 FOOD - FREE BAG - TAX ONLY		42695	M472234589	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016313	9/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		53.82	K9 FOOD		42696	M475992101	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		37.64	FUEL		42697	M472234590	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		36.00	FUEL		42698	M473450335	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		20.92	FUEL		42699	M474702262	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		37.26	FUEL		42700	M475782272	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		38.83	FUEL		42701	M477368479	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		119.29	PHONE SYSTEM CABLING		42702	M474984498	40402.6571		COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		330.45	PHONE SYSTEM CABLING		42703	M477325327	40402.6571		COMPUTER HARDWARE	CAPITAL PROGRAMS FUND
		600.00	REMOTE UPDATING SOFTWARE		42704	M477772752	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		275.77	EYEMED PREMIUMS FOR AUGUST 201		42705	M471197054	10101.2181		EYE MED INSURANCE	GENERAL FUND
		50.00	MEDTOX TESTING FEE		42706	M473450336	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		393.00	EE RANDOMS, PRE-EMPL PHYSICAL		42707	M473744518	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		12.57	WHITE BOARD CLEANER		42708	M471197055	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		66.43	WATER COOLER		42709	M473155333	10120.6375		OTHER CONTRACTED SERVICES	CITY ADMINISTRATION
		30.65	CLASP ENVELOPES , TAPE		42710	M473155646	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		2.04	BINDER CLIPS		42711	M473450337	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		13.47	CLOROX WIPES		42712	M473744519	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		51.36	100 FT EXTENSION CORD		42713	M471197056	10170.6375		OTHER CONTRACTED SERVICES	RECYCLING PROGRAM
		34.50	STAFF DINNER ELECTION NIGHT		42714	M473450338	10140.6210		OPERATING SUPPLIES	CITY CLERK
		47.57	SUPPLIES		42715	M475782273	10420.6201		OFFICE SUPPLIES	LICENSING & CODE ENFORCEMENT
		85.00	RESIDENTIAL PLAN REVIEW TRAINI		42716	M477325328	10420.6331		CONFERENCES, TRAINING, TRAVEL	LICENSING & CODE ENFORCEMENT
		20.88	CALCULATOR BATTERIES/CLOXAX WI		42717	M477772753	10420.6201		OFFICE SUPPLIES	LICENSING & CODE ENFORCEMENT
		131.98	PAPER TOWELS/GREEN CARDSTOCK		42718	M473450339	10140.6210		OPERATING SUPPLIES	CITY CLERK
		161.50	LUNCH FOR ELECTION JUDGES PRIM		42719	M473450340	10140.6210		OPERATING SUPPLIES	CITY CLERK
		138.50	2017-18 CAT & DOG TAGS		42720	M475782599	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		360.00	MRPA-CONFERENCE REGISTRATION		42721	M476528638	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		2.29	KWIKTRIP-BUNS		42722	M471197057.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		2.29	KWIKTRIP-BUNS		42723	M471197057.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		3.43	KWIKTRIP-BUNS		42724	M471649154.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		3.44	KWIKTRIP-BUNS		42725	M471649154.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		52.87	PLUNKETS-PEST INSPECTION		42726	M471649155	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		52.87	PLUNKETS-PEST CONTROL		42727	M471649156	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		2.29	KWIK TRIP- BUNS		42728	M471937985.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		2.29	KWIK TRIP- BUNS		42729	M471937985.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		80.70-	RECSUPPLY-REFUND FOR TAX		42730	M472718501	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		13.20	WALMART-POOL PARTY SUPPLIES		42731	M472718827	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		61.55	WALMART-POOL PARTY SUPPLIES		42732	M472718828	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		212.00	STARFISH-CERT CLASS		42733	M473450341.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		318.00	STARFISH-CERT CLASS		42734	M473450341.2	10527.6210		OPERATING SUPPLIES	SPLASH POOL

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
2016313	9/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		530.00	STARFISH-CERT CLASS		42735	M473450341.3	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		22.06	WALMART- POOL SUPPLIES		42736	M474240382	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		109.25	VISTAPRINT-MAGNETS NEW NUMB		42737	M476528639	20250.6341		ADVERTISING	CENTRAL SQUARE
		37.90	WALMART-CEREAL/POPICE/COMDIMEN		42738	M471395068	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		147.83	SAMS-HOTDOGS/BUNS/POPICE/CANDY		42739	M471395069	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		59.17	FIRST AID SUPPLY-FOR FIRST AID		42740	M471649157	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		340.00	MRPA-CONFERENCE FEE		42741	M475980052	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		209.99	SAMS CLUB - NIGHT TO UNITE		42742	M471395070	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		35.15	WALGREENS - SWIMMING UNDER STA		42743	M473155647	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		47.56	WALGREENS - NIGHT TO UNITE THAN		42744	M473155648	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		13.21	KNOWLANS - WATER AT FARMERS MA		42745	M473450342	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		50.00	THE COOP - TASK FORCE GIFT CAR		42746	M474240383	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		51.11	ANGELOS - PHOTO CLUB CELEBRATI		42747	M474240384	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		81.97	KNOWLANS - TASK FORCE SUMMER P		42748	M474240385	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		100.00	DAIRY QUEEN - TASK FORCE GIFT		42749	M474240386	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		24.75	CROWN TROPHY - SSP SINGS TROPH		42750	M474240387	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		50.00	ANGELOS-TASK FORCE - GIFT CERT		42751	M474240388	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		49.00	DOLLAR TREE - SALSA CLINIC		42752	M474442517	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		49.00	AMAZON - SPECIAL DELIVERY		42753	M475288977	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		14.47	OFFICE DEPOT - OFFICE SUPPLIES		42754	M475782600	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		81.45	OFFICE DEPOT - OFFICE SUPPLIES		42755	M475782601	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		119.93	ANGELOS ITALIAN RESTAURANT/TAS		42756	M475782602	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		23.97	AMAZON - SPECIAL DELIVERY		42757	M475980053	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		26.37	TARGET - FARMERS MARKET		42758	M476237121	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		6.61	KNOWLANS-DROP EVERYTHING-COFFE		42759	M476831007	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		58.04	VISTA PRINT-STARWATCH PARTY		42760	M477510514	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		950.00	MIAMA-CONFERENCE REGISTRATION		42761	M471395071	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		26.47	ACE-PAINT SUPPLIES		42762	M473450343	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		624.26	COMCAST-CABLE BILL		42763	M474702263	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		358.88	BREEZYPOINT-CONFERENCE FEE		42764	M475782603	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		240.88	BREEZYPOINT-CONFERENCE FEE		42765	M475782604	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		361.32	BREEZYPOINT-CONFERENCE FEE		42766	M475782605	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		1,038.07	FASTENAL CO.-DRILLS & TOOLS		42767	M476831008	20243.6240		MINOR EQUIPMENT AND FURNITURE	DOUG WOOG ARENA
		89.45	ACE-PAINT SUPPLIES		42768	M477325329	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		3.00	INTERSTATE PARKING-PARKING FEE		42769	M477325330	20243.6331		CONFERENCES, TRAINING, TRAVEL	DOUG WOOG ARENA
		985.64	ALL AMERICAN ICE-NET PAD PACKA		42770	M477510515	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		90.50	COMCAST-CABLE BILL		42771	M477772754	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		66.40	FIRST SUPPLY-BALL VALVES		42772	M477772755	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		25.45	KWIKTRIP-FUEL WASHER/MOWER		42773	M471197058	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA

Council Check Register and Summary

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016313	9/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		36.12	FIRST SUPPLY-BALL VALVES		42774	M472718829	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		153.63	SHERWIN WILLIAMS-PAINT SUPPLI		42775	M473744520	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		7.50	DOLLAR TREE-SACHI RETIREMENT N		42776	M471197059	10120.6430		MISCELLANEOUS	CITY ADMINISTRATION
		150.35	SAMS-SACHI RETIREMENT CAKE		42777	M471197060	10120.6430		MISCELLANEOUS	CITY ADMINISTRATION
		32.33	FASTENAL-HARDHAT SAFETY GLASSE		42778	M471649158	10315.6240		MINOR EQUIPMENT AND FURNITURE	ENGINEERING
		10.00	PARKING-HARTZELL PARKING		42779	M472718830	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		14.59	EXPRESS AUTO-BARR TAR REMOVER		42780	M473450344	40432.6530	201607	IMPR OTHER THAN BUILDING	2016 LOCAL IMPROVEMENTS
		71.18	QUILL-CADY SHRS STPLS WRIST PE		42781	M472234591.1	20280.6201		OFFICE SUPPLIES	ECON DEV GENERAL
		60.09	QUILL-CLIPS PENS BLK BLUE		42782	M472234591.2	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		41.48	QUILL-LRG STD LTR 2 TRAY		42783	M472718831	20280.6201		OFFICE SUPPLIES	ECON DEV GENERAL
		17.98	QUILL-6 HOOK DOOR COAT RACK		42784	M473155649	20280.6201		OFFICE SUPPLIES	ECON DEV GENERAL
		257.90	JC BLDING-PICNIC		42785	M476237122	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		204.00	NM BUILDING-PICNIC		42786	M476831009	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		10.00	PARKING-MEETING WITH ARMY CORP		42787	M472718832	50606.6331		CONFERENCES, TRAINING, TRAVEL	SEWER UTILITY
		6.50	PARKING-PUBLIC WORKS SHOW		42788	M477772756	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		325.00	PREM CHEM - CLEANER		42789	M477325331	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		38.32	BAT JUN - FLASHLIGHTS		42790	M471937986	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		42.74	TSC - PARTS FOR #321		42791	M473155650	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		119.14	ACE - FILTER, BOLTS FOR MOWER		42792	M473155651	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		7.49	TSC - TUBE FOR STONE ROLLER		42793	M474442518	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		19.99	NOTOOL - PART FOR #311		42794	M474984816	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		99.99-	NOTOOL- RETURN HITCH		42795	M475782606	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		35.19	ANGELOS-SRC VOLUNTEEN SUPPER		42796	M472234592	20230.6430		MISCELLANEOUS	LIBRARY
		6.75	MATTIES LANES-SRC TEEN PARTY		42797	M472718833	20230.6430		MISCELLANEOUS	LIBRARY
		10.50	MATTIES LANES-SRC TEEN PARTY		42798	M472718834	20230.6430		MISCELLANEOUS	LIBRARY
		21.00	MATTIES LANES-SRC TEEN PARTY		42799	M472718835	20230.6430		MISCELLANEOUS	LIBRARY
		89.00	MATTIES LANES-SRC TEEN PARTY		42800	M472718836	20230.6430		MISCELLANEOUS	LIBRARY
		230.00	MN LIB ASSOC-ANNUAL MLA DUES		42801	M474240389	20230.6430		MISCELLANEOUS	LIBRARY
		6.40	AMAZON-100 CD SLEEVES		42802	M475288978.1	20230.6201		OFFICE SUPPLIES	LIBRARY
		39.95	AMAZON-EARBUDS 50 PER PACK		42803	M475288978.2	20230.6240		MINOR EQUIPMENT AND FURNITURE	LIBRARY
		41.00	AMAZON-ANF BUILDING SCIENCE BO		42804	M475782607	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		6.96	AMAZON-MILESTONE BOOKS ANF		42805	M477325332.1	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		47.77	AMAZON-MILESTONE BOOKS C		42806	M477325332.2	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		32.62	COMPASS-CLASSROOM AVH NF DVD		42807	M477772757	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		120.88	TARGET-SRC PRIZES PARTY SUPPLI		42808	M471649159	20230.6430		MISCELLANEOUS	LIBRARY
		15.00	DOLLAR TREE-SRC PARTY BALLOONS		42809	M471937987	20230.6430		MISCELLANEOUS	LIBRARY
		25.00	HEINEMANN-DATABASE SUBSCRIPTIO		42810	M473450345	20230.6240		MINOR EQUIPMENT AND FURNITURE	LIBRARY
		12.93	FINDAWAY-REPLACEMENT DOOR COVE		42811	M473770728	20230.6201		OFFICE SUPPLIES	LIBRARY
		170.00	MLA-2017 MEMBERSHIP DUES		42812	M474240390	20230.6471		DUES & SUBSCRIPTIONS	LIBRARY



CITY COUNCIL AGENDA REPORT

DATE: October 3, 2016

DEPARTMENT: Police Department

ADMINISTRATOR: JPKSO

8-C

AGENDA ITEM: Agreement for School Resource Officer Services Between Special School District #6 and the City of South St. Paul.

ACTION TO BE CONSIDERED:

Adopt Resolution 2016 – 172 Agreement for School Resource Officer Services Between Special School District #6 and the City of South St. Paul.

OVERVIEW:

A long standing City partnership formed many years ago with Special School District #6 which continues today. During the mid-1990's, South St. Paul Police Department used funding from a Local Law Enforcement Block Grant increasing police presence in school zones. That successful pilot project served as a foundation for securing a three year COPS in Schools grant in 2001. The Department initially assigned a single officer during the school years to the High School as a School Resource Officer (SRO), eight-hours per day. Costs associated with this position were shared between the School District and the City.

Beginning with the 2010-2011 school year, a second SRO was added to provide additional coverage for student activities occurring in the evening. Costs associated with this position are also shared between the District and the City. The current contract between the District and the City is now expired and both the Police Department and the School District wish to continue this partnership. The new contract is for the 2016-2017 and 2017-2018 school years and the District's costs for the two SRO's has been updated to reflect the current LELS contract.

Attached to this communication is a copy of the Agreement, which has been reviewed and approved by the city attorney, outlining the shared costs associated with these positions as well as the School Resource Officer Position Description.

SOURCE OF FUNDS:

2016 – 2018 Police Protection Budget

RESOLUTION NO. 2016-172

**CITY OF SOUTH ST. PAUL
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION APPROVING AGREEMENT BETWEEN
THE CITY OF SOUTH ST. PAUL AND SPECIAL SCHOOL DISTRICT NUMBER 6
PROVIDING SCHOOL RESOURCE OFFICER SERVICES**

WHEREAS, the City of South St. Paul (“City”) and Special School District Number 6 (“District”) wish to address the need for the presence of police officers in District schools, to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools.

WHEREAS, District schools are located in the city limits of the City of South St. Paul.

WHEREAS, the City and District desire to have two School Resource Officers assigned to the District schools for the 2016-2017 and 2017-2018 school years, as a liaison between the District and the City.

WHEREAS, District will reimburse the City for assignment of two School Resource Officers for the 2016-2017 and 2017-2018 school years.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota that the City Council hereby approves the attached Agreement for School Resource Officer Services between Special School District Number 6 and the City of South St. Paul and hereby authorizes the Mayor and City Clerk to execute the Agreement.

Adopted this 3rd day of October, 2016

Christy M. Wilcox

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES
BETWEEN SPECIAL SCHOOL DISTRICT NO. 6 AND
THE CITY OF SOUTH ST. PAUL**

This Agreement (“Agreement”) is made and effective as of the 3rd day of October, 2016, by and between the City of South St. Paul, a Minnesota municipal corporation (hereafter referred to as “City”), and Special School District No. 6, a Minnesota public school corporation (hereafter referred to as “District”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

RECITAL NO. 1. The City and District wish to address the need for the presence of police officers in District schools to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools. These are the goals of the City and the District.

RECITAL NO. 2. By use of School Resource Officers, the City and District seek to establish a cooperative approach among the District (its students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3. The City and District desire to have School Resource Officers assigned to District schools as a liaison between District and the City.

SECTION 2
AGREEMENT

2.1 OFFICER EMPLOYED BY CITY. City shall employ and temporarily assign, in accordance with applicable state statutes, two licensed peace officers to serve as School Resource Officers. The School Resource Officers shall serve at the various District schools identified in Section 2.9.

The parties agree and acknowledge the School Resource Officers shall be employees of the City. The School Resource Officers shall not be considered employees of District for any purpose, including, but not limited to, salaries, wages, other compensation or benefits, worker’s compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

2.2 HOLD HARMLESS. Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, the parties shall indemnify, defend and hold each other harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, that the other incurs or suffers, which relate to claims of third parties, arising out of, resulting from or relating to the services provided in this Agreement.

Nothing contained herein shall be deemed a waiver by the City or District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and District and the maximum liability limits provided by Minnesota Statute, Chapter 466.

2.3 SELECTION AND ASSIGNMENT OF OFFICER. The selection of the officer shall be the decision of the City's Police Chief ("Police Chief") after discussion with District Administration. Should a School Resource Officer retire, resign, be reassigned, be discharged or otherwise be unable to perform his or her assignment, the Police Chief will select a replacement after discussion and agreement with District Administration. The continued assignment of such officer shall be at the discretion of the Police Chief and City Administrator, in consultation with the District Administration.

2.4 ADMINISTRATIVE RESPONSIBILITIES. The type, scope and manner of law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, personnel policies, discipline of the School Resource Officers and other internal matters shall be under the authority of City. District may provide City with an evaluation of the services received. District shall immediately notify the City in writing of any purported deficient performance or inappropriate conduct by the School Resource Officers.

2.5 DUTIES OF OFFICER. The services to be provided under this Agreement are identified, but are not limited to, the services on the attached Exhibit A, and shall include the duties, responsibilities and work schedule of the School Resource Officers. Such services shall be developed cooperatively between City and District.

During the regular school year, the School Resource Officers' shifts shall be determined by the City and District consisting of an average of 40 hours per week, as required by the current LELS contract. The School Resource Officers shall meet and communicate with District Administration as needed to assure the goals of the District and City are being met.

2.6 ABSENCES. During the school day, while serving as School Resource Officers, the Officers will be available for and may respond to emergency calls and other assistance required by the City, and may attend police training and special duties as assigned by City. The City is not responsible to provide a replacement during such absences and the amount owed by the District under paragraph 2.11 is not reduced because of the absences. The City will use reasonable efforts to schedule training and any assignments to special duties for days that are not regular school days. When possible, the School Resource Officers shall notify the secretary of the District in advance as to when they will be absent.

From time to time, the School Resource Officers may be absent due to vacation, illness, personal leave days, holidays and other authorized leaves under the LELS contract. The City is not responsible to provide a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.11 is not reduced because of the absences. To the extent the LELS contract allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than three (3) consecutive regular school days, the City, after consultation with District, will, in good faith, endeavor to make-up the time lost above the three (3) day absence, or the City, after consultation with the District, will, in good faith, endeavor to provide an alternate School Resource Officer for the time above the three (3) day absence.

2.7 OVERTIME. Overtime work by the School Resource Officers in excess of eight (8) hours per day shall be paid by the City according to the LELS contract, provided such additional time, on a case by case basis, has been approved in advance by City.

2.8 SCHOOL CALENDAR. School Resource Officer Services will be provided during the regular school year, approximately nine months, from the first day of the school calendar until the end of the school year. District shall provide City with a school calendar.

The City's Police Department shall have exclusive use of the employees assigned as the School Resource Officers from the end of the school year until the first day of the school year. The City shall pay all employee-related expenses for this summer period.

2.9 SERVICE LOCATIONS. The School Resource Officers may be assigned to the following District schools: South St. Paul High School, South St. Paul Middle School, Lincoln Elementary, Kaposia Elementary and South St. Paul Community Learning Center. The assignment of the School Resource Officers to a particular school shall be determined by the District after consultation with the Police Chief.

2.10 CLOTHING, EQUIPMENT, AND SUPPLIES. Without cost to District, City shall provide any required clothing, uniforms, training, vehicle, vehicle maintenance, vehicle fuel, weapons, necessary equipment and supplies for the School Resource Officers to perform their law enforcement duties.

Without cost to City, District shall provide School Resource Officers with one reserved parking space, a private secure lockable office, a "land-line" telephone and secure internet access necessary for the School Resource Officers to perform required duties as specified in paragraph 2.5 of this Agreement.

2.11 COST. For and in consideration of the City providing School Resource Officers' services in accordance with the terms of this Agreement, District shall pay City the following amounts:

- a. The sum of \$98,584 (\$49,792 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2016 and ending May 1, 2017.
- b. The sum of \$101,954 (\$50,977 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2017, and ending May 1, 2018.
- c. The sum of \$900 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2016, and continuing to May 1, 2017. This sum of \$900 is to offset costs to City of vehicle replacement as a result of use of police vehicles by School Resource Officers on District premises.
- d. The sum of \$900 in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2017, and continuing to May 1, 2018. This sum of \$900 is to offset cost to City of vehicle replacement as a result of use of police vehicles by School Resource Officers on District premises.

2.12 PRIVACY OF PUPIL RECORDS. Pursuant to District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officers for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be school officials when performing the duties and responsibilities under this Agreement. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained or disseminated by the School Resource Officers must comply with the Privacy Act and the Data Practices Act.

SECTION 3 **TERM OF AGREEMENT**

3.1 TERM OF AGREEMENT. Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from August 1, 2016 to June 30, 2018.

3.2 TERMINATION. Either party may terminate this Agreement upon six (6) months advanced written notice of such termination.

SECTION 4
MISCELLANEOUS

4.1 NOTICE. Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Special School District Number 6
South St. Paul, MN 55075

Any notice, demand, or communication to City shall be addressed to the City Administrator at:

City Administrator
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

4.2 SCOPE. It is agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

4.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.5 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.

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

CITY OF SOUTH ST. PAUL

Beth A. Baumann, Mayor

ATTEST:

Christy Wilcox, City Clerk

SPECIAL SCHOOL DISTRICT NUMBER 6

Chair

EXHIBIT A

SOUTH ST. PAUL POLICE DEPARTMENT POSITION DESCRIPTION

Civil Service Classification:	Classification V -- Police Officer
Position Title:	School Resource Officer
Department:	Police
Reports To:	Police Commander and Chief of Police
Revised:	October 2002 May 2008

The mission of the South St Paul Police Department is to ensure public safety and provide assistance to the community through prompt response, thorough investigation, pro-active policing and community involvement. We are committed to the values of integrity, professionalism and courtesy.

Primary Purpose of the Position:

The School Resource Officer (SRO) assists in carrying out the mission of the Police Department (Department) by employing community policing strategies to foster effective working relationships with educational staff, students, parents and other community members in order to help provide a safer and more orderly school environment in which educators are free to devote their time to teaching and students have greater opportunities to learn. As an on-site public safety specialist trained to not only provide an immediate response to life-threatening situations but also to ensure that laws are enforced when illegal activities occur, the SRO helps provide for the day-to-day safety and security of the school community. The SRO addresses crime and disorder problems and focuses attention on gangs and drug activities occurring in and around the schools. The SRO takes action with students, intruders and unwanted visitors to maintain safety and order.

Major Position Functions:

- Responds on or off duty to police calls and emergencies as directed.
- The School Resource Officer is an employee of the City of South St. Paul and acts in accordance with all police department policies and procedures. The SRO reports to a police department supervisor and is subject to the Department's chain of command.

- The SRO is first and foremost a police officer and as such assumes primary responsibility for handling all calls for service from South St. Paul High School and coordinates the response of other police resources to the school.
- Investigates and takes enforcement action on crimes and disorder problems, gangs, and drug activities affecting or occurring in and around South St. Paul High School and the surrounding neighborhood.
- Works to assure a safe and orderly school climate by also paying attention to and targeting lower profile issues such as “put-downs”, “trash talk”, bullying, insults and other forms of intimidation.
- Acts as a liaison between the school and the Department providing information to students and school personnel about law enforcement matters. Provides information to the appropriate investigative units about crimes or leads that come to his or her attention.
- Works closely with school officials to foster a solid working relationship and maintains a regular line of communication with the designated on-site school official having authority over the SRO on non-law enforcement issues.
- Supports, encourages and participates in activities already in existence in the school community including, but not limited to:
 - < Takes an active role in the *Restorative Justice Council* operating in the schools repairing harm, providing conflict mediation and support to victims and offenders alike. Serves as the *Council’s* liaison with law enforcement.
 - < Assists the *Community Action Council* Family Support Workers as appropriate.
 - < Assists in the establishment and encouragement of *Peer Court*.
 - < Actively participates in the mentorship program at the junior/senior high and helps recruit other members of law enforcement interested in becoming mentors.
 - < Serves as a resource to such student organizations as *Key Club* and student government.
- Works closely with Dakota County Community Corrections on supervision and truancy concerns to insure that troubled youth get the kind of intensive supervision they need.
- Responsible for working closely with school officials on the development and maintenance of school crisis and emergency management plans.
- Since the SRO is likely to be a first responder in the case of critical incidents occurring at the high school and has knowledge of the operation and layout of the school, he or she is expected to play a central role in the development and coordination of interagency plans for critical incident management involving law enforcement, fire, rescue and EMS.

- Uses crime prevention strategies to identify factors in the physical environment of the school that may contribute to crime or disruptive behavior and suggests and develops plans to deal with those factors.
- Develops and implements crime and violence prevention programs and strategies for students and staff.
- Develops and expands crime prevention efforts for students. Provides students with opportunities to get involved in crime prevention activities and take a meaningful role in addressing problems in their community and school.
- Collaborates with teachers to develop a wide variety of classroom presentations that support the educational mission and provide opportunities for the SRO to interact with a broad spectrum of students in a setting conducive to building positive relationships.
- Serves as a resource and referral point between students, parents, teachers and staff and the criminal justice system.
- As the Department's representative in the high school, the SRO maintains high visibility in the school and is aware of his or her standing as a role model. The SRO seeks opportunities for positive interactions with students and is available as a mentor and counselor.
- Becomes involved in school and outside youth activities in order to understand special problems of youth and how they may be positively addressed. The SRO participates in community events, as requested and authorized by the Department, and is available for presentations to school and community groups.
- Provides services to other schools in the district (including the teaching of D.A.R.E.) as requested and authorized by the Department.
- Checks in daily with his or her Department supervisor and keeps superior officers advised of developments and of all unusual or sensitive occurrences.
- Improves and maintains individual police skills, including physical conditioning. Stays current with all required training and maintains all required certifications (e.g. firearms qualification, first aid, use of force, etc.) Stays abreast of developments in the police fields and changes in related statutes, ordinances and case law.
- Conducts and carries himself or herself in a professional manner. Maintains a neat and well-groomed appearance. Copes with difficult situations in a courteous and tactful manner.
- Prepares and submits a daily activity log and submits all required reports, citations, forms and other paperwork in a timely manner.

- When school is not in session the SRO is assigned to other duties as needed and performs the Major Position Functions required by the nature of that assignment.
- Performs the duties of the Police Officer Position assigned to patrol as needed.
- Must be able to act appropriately in threatening situations and must be prepared to use force, including deadly force, when justified.
- Exercises care in the use of Department and school facilities and equipment. Returns equipment to its designated location after use. Reports damage, loss or improperly operating equipment to an immediate supervisor. Monitors and reports on vehicle condition and appearance. Requests necessary repairs. Restocks vehicle with supplies as needed. Drives with due regard for safety and wear and damage to vehicle.
- Performs all other duties and assumes all other responsibilities as are assigned or delegated by a superior officer.

Extent Of Supervision Or Guidance Provided:

- Under the direct supervision of a Police Commander but subject to the chain of command.
- Takes direction from the designated on-site school official for non-law enforcement school-related issues.

Responsibility For Public Contact:

- Daily and continuous, requiring a high degree of tact, courtesy and sound judgment.

Directly Supervises:

- No regular supervisory responsibilities.

Knowledge, Skills and Abilities:

- Able to perform the major job functions and possess the knowledge, skills and abilities required of the Police Officer assigned to patrol.
- Working knowledge of city ordinances and state and federal laws and rules of evidence as applicable to law enforcement.
- Technical knowledge and ability to perform standard operating procedures required in daily law enforcement operations.

- Familiarity with advancements, types and uses of firearms, communication and computer equipment, automotive and other types of equipment used in police work.
- Familiarity with scientific methods of crime detection, criminal identification, the use of police records and their applications.
- Ability to effectively utilize human relations skills and abilities in resolving disputes and problems through verbal and non-verbal communication.
- Ability to work professionally with other employees and to deal with the public in a courteous, tactful manner.
- Ability to communicate ideas and explanations clearly in English, both orally and in writing.
- Ability to write clear and concise reports.
- Ability to evaluate situations, innovate, improvise as necessary, and adapt rapidly to changing circumstances.
- Ability to sit and stand for long periods of time.
- Ability to walk or run on slippery surfaces.
- Ability to chase suspects on foot over all types of ground conditions and over fences and walls.
- Ability to climb stairs and ladders and climb over or crawl under objects.
- Possess the necessary cardiovascular capability for rapid stair climbing and other strenuous activity, in all weather conditions, while wearing body armor and other equipment.
- Ability to make arrests if an offender is resisting.
- Ability to administer first aid and assist the Fire Department as necessary.
- Ability to assist in lifting and carrying a stretcher with a person on it.
- Ability to have sufficient grip strength to handle equipment, weapons and suspects.
- Ability to drive a squad car for long periods of time, at high speeds, in congested traffic, day and night, in all environmental conditions.
- Ability to enter and exit a squad car frequently during the course of a shift, often with speed of movement.

- Ability to balance self while handling weighted equipment.
- Ability to lift or carry equipment from floor to overhead.
- Ability to kneel and to crouch balanced without support.
- Ability to crawl about on hands and knees with weight on his or her back.
- Ability to push and pull objects using total body movements.
- Ability to walk long distances.
- Ability to move around with a combination of weighted gear and equipment and with the weight of an injured person.
- Ability to acquire skill in the use and care of firearms sufficient to meet qualification standards.
- Ability to hear within normal hearing range with capability to hear and understand spoken English delivered at a normal conversational level.
- Ability to read road signs, house numbers, license plates, etc. day and night. Possess visual acuity correctable to read common documents and allow the accurate aiming of firearms.
- Ability to work under stress and pressure.

Working Conditions:

- Work takes place primarily in an office or classroom setting.
- Approximately 25% of the work may take place in the field.
- Subject to all of the working conditions of the Police Officer position.

Minimum Qualifications:

- Member of the South St. Paul Police Civil Service.
- Citizen of the United States of America.
- Possess a valid Minnesota Peace Officer License.
- Possess a driver's license valid in the State of Minnesota.
- Authorized to carry firearms while on duty.
- Able to meet all of the standards and requirements and perform all of the duties of the classification of Police Officer.

Desirable Qualifications:

- Ability to effectively interact with school professional staff, parents and students.
- Ability to effectively communicate with all sorts of people on a personal level and in a public speaking setting.
- Experience investigating criminal cases, particularly those dealing with juveniles
- Experience and interest in crime prevention strategies.
- Experience in Restorative Justice Process, Family Group Conferencing or similar resources.
- Certified as a D.A.R.E instructor.



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-D

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	TAG Leasing, LLC; Trent Larson	1447 7 th Ave S
Rental Housing	Bryan Bourn	909 7 th Ave S
Rental Housing	Mark Stassen, Trustee	2208 Wentworth Ave
Restaurant (New Ownership)	Viking Restaurant, LLC dba Burger King #5721	100 Grand Ave E

SOURCE OF FUNDS:

N/A

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, OCTOBER 3, 2016**

Acct. No.	Company/Applicant	License No.	License Type	Status	Expires	Address	Detail
14003	Debra A. Calverley	00004700	Rental Housing	A	05/31/2017	1628 4th St N	
14934	TAG Leasing, LLC; Trent Larson	00005528	Rental Housing	P	05/31/2017	1447 7th Ave S	Pending Background Investigation
14921	Bryan Bourn	00005475	Rental Housing	P	05/31/2017	909 7th Ave S	Pending Background Investigation
13994	Beth Kerr	00004937	Rental Housing	A	05/31/2017	416 Outlook Ave	
14938	Mark Stassen, Trustee	00005541	Rental Housing	P	05/31/2017	2208 Wentworth Ave	Pending Background Investigation
14937	Viking Restaurant, LLC dba Burger King #5721	00005540	Restaurant	A	05/31/2017	100 Grand Ave E	New Ownership



CITY COUNCIL AGENDA REPORT

DATE: October 3, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPKsa

8- E

AGENDA ITEM: Approve Application and Authorize Execution of Grant Agreement with the Met Council for Various Infiltration and Inflow (I/I) projects

ACTION TO BE CONSIDERED:

Motion to approve Resolution No. 2016-173 RESOLUTION APROVING APPLICATION AND AUTHORIZE EXECUTION OF GRANT AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE CITY OF SOUTH ST. PAUL FOR VARIOUS INFILTRATION AND INFLOW (I/I) PROJECTS.

OVERVIEW:

In 2014, the Minnesota State Legislature appropriated approximately \$4.16 million in general obligation (GO) bond funds administered by Metropolitan Council Environmental Services (MCES) for grants to municipalities to reduce inflow and infiltration (I/I) in their public infrastructures system. Staff applied for a MCES I/I grant and received a letter on September 10, 2015 notifying the City for approval to participate in the grant program with an estimated final reimbursement amount (FRA) of \$118,586.31.

A draft grant agreement between the Metropolitan Council and the City of South St. Paul has been prepared by MCES. The final grant agreement will be prepared by MCES by November 15, 2016 after receipt of the required grant submittals including a cost verification & jobs reporting form, certification pursuant to waiver of real property declaration for projects located under City right of way, city resolution authorizing application and execution of the grant agreement, detailed list of expenditures, description of the work and other documentation needed to substantiate the work.

Currently, the City has completed approximately \$161,587 of eligible work with an expected grant reimbursement amount of approximately \$53,510. Staff is reviewing other eligible projects that could be completed by October 30, 2016 in order to qualify for additional grant funding. The City Council will need to approve the application for the 2014 MCES I/I Grant Program and authorize execution of the grant agreement in order to be reimbursed from MCES. Funding from the grant program will allow the City to reduce the expenditures from the City's sanitary sewer enterprise funds for these projects.

RECOMMENDATION:

Staff recommends the City Council consider approving the application for the 2014 MCES Municipal Inflow & Infiltration Grant Program and authorizing the City and its representatives to execute a grant agreement, subject to final review by the City Attorney.

SOURCE OF FUNDS:

No fiscal impact at this time.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-173

**RESOLUTION APPROVING APPLICATION AND AUTHORIZE EXECUTION OF
GRANT AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE CITY
OF SOUTH ST. PAUL FOR VARIOUS INFILTRATION AND INFLOW (I/I) PROJECTS**

WHEREAS, in 2014, the Minnesota State Legislature appropriated approximately \$4.16 million in general obligation (GO) bond funds administered by Metropolitan Council Environmental Services (MCES) for grants to municipalities to reduce inflow and infiltration (I/I) in their public infrastructures system; and

WHEREAS, staff applied for a MCES I/I grant and received a letter on September 10, 2015 notifying the City for approval to participate in the grant program with an estimated final reimbursement amount (FRA) of \$118,586.31; and

WHEREAS, a draft grant agreement between the Metropolitan Council and the City of South St. Paul has been prepared by MCES; and

WHEREAS, the final grant agreement will be prepared by MCES by November 15, 2016 after receipt of the required grant submittals; and

WHEREAS, the City has completed approximately \$161,587 of eligible work with an expected grant reimbursement amount of approximately \$53,510; and

WHEREAS, staff is reviewing other eligible projects that could be completed by October 30, 2016 in order to qualify for additional grant funding; and

WHEREAS, the City Council will need to approve the application for the 2014 MCES I/I Grant Program and authorize execution of the grant agreement in order to be reimbursed from MCES; and

WHEREAS, funding from the grant program will allow the City to reduce the expenditures from the City's sanitary sewer enterprise funds for these projects; and

WHEREAS, staff recommends the City Council consider approving the application for the 2014 MCES Municipal Inflow & Infiltration Grant Program and authorizing the City Engineer to execute a grant agreement.

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

1. The South St. Paul City Council hereby approves the application for the 2014 Metropolitan Council Environmental Services (MCES) Municipal Inflow & Infiltration (I/I) Grant Program.

2. The City and its representatives are authorized to enter into and execute a Grant Agreement with the MCES for the participation in and the administration of the Grant Program, subject to final review by the City Attorney.

Adopted this 3rd day of October, 2016.

City Clerk



City Council Agenda Report

Date: October 3, 2016
Department: Human Resources
Administrator: SPKSO

8 - F

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

Action to be considered:

Motion to approve 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 is increasing 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 Hour Position Pay Range* structure. The major changes to the 2017 pay range structure include continued compliance with minimum wage requirements and adjustment of 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 pay ranges would only 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: October 3, 2016

Department: Parks and Recreation

Administrator: SPK

8-G

Agenda Item: Accept of Gifts and Grants – Parks and Recreation from South St. Paul Gallagher – Hansen VFW Post 295 and Ladies Auxiliary for the Great Halloween Get Together

Action to be considered:

Motion to adopt Resolution No. 2016-174 accepting Grants and Gifts from the South St. Paul Gallagher-Hansen VFW Post 295 and Ladies Auxiliary for funding the Parks and Recreation Department refreshments for the Great Halloween Get Together.

Overview:

The City Council is required by State Law to vote to accept any gift or grant to the City of South St. Paul. The gift of \$400 has been offered to the Parks and Recreation Department for the purpose of funding hot dogs, buns and hot chocolate for distribution at the Great Halloween Get Together scheduled to take place Monday October 31, 2016. This has been an annual donation the VFW Post 295 and Ladies Auxiliary have generously granted to the Parks and Recreation Department.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016 - 174

RESOLUTION ACCEPTING GRANTS AND GIFTS

WHEREAS, the City of South is required by Minnesota State Law to vote to accept any donation to the City: and

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

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

Donor/Grantor	Donation	Purpose
Gallagher-Hansen VFW Post 295	\$200.00	The Great Halloween Get
Gallagher-Hansen Ladies Auxiliary	\$200.00	Together refreshments

Adopted this 3rd day of October, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPKSD

8-H

AGENDA ITEM: Terminating Land Lease at the South St. Paul Airport

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-175 Approving Termination of Land Lease at Fleming Field with John Leonard.

Overview:

The City Council entered into a land lease with Mr. John Leonard at the South St. Paul Municipal Airport for Lot 1, Block 3, Outlot C, Airport Rearrangement on June 4, 1990. Ms. Denise Brohoski is selling the Estate of John Leonard, including the hangar located at 1600 Cessna Lane, and requested a termination of the lease. The new owners, Mr. Stuart R. Simek and Mr. George A. Zeller, will be entering into a new lease (also on this agenda) pending a successful completion of a Bill of Sale.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-175

**RESOLUTION RELATING TO AIRPORT:
APPROVING TERMINATION OF LAND LEASE AT FLEMING FIELD
WITH JOHN LEONARD.**

WHEREAS, the City Council has reviewed and considered terminating the Land Lease between John Leonard and the City of South St. Paul for Lot 1, Block 3 of Outlot C Airport Rearrangement (the “Lease”);

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

1. The Lease and the transactions contemplated thereby are in all respects, hereby terminated upon the successful completion of a Bill of Sale.
2. That the Mayor and the City Clerk are hereby authorized and directed to sign the termination of the Lease in the name and on behalf of the City.

Adopted this 3rd day of October, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Airport

ADMINISTRATOR: *SPK*

8-I

AGENDA ITEM: **Approving Land Lease at Fleming Field with Stuart R. Simek and George A. Zeller.**

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-176 Approving Land Lease at the Fleming Field Airport with Stuart R. Simek and George A. Zeller.

Overview:

The City Council is required to approve land leases at the airport. City staff has prepared a land lease Lot 1, Block 3 of Outlot C, Airport Rearrangement, also known as 1600 Cessna Lane in the East Hangar Area, with Mr. Stuart R. Simek and Mr. George A. Zeller on the approved lease form.

The lease is a non-commercial lease that does not allow for an aviation business to operate on the property, but will allow for Mr. Simek and Mr. Zeller to sublet space to store aircraft. The lease is a 10-year lease with two additional 10-year renewals for a total of 30 years.

The closing date is anticipated for October 11, 2016; at which time a successful completed copy of the Bill of Sale will be provided to the City.

Source of Funds:

The lease is at the new rates adopted by City Council for 2016.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-176

**RESOLUTION RELATING TO AIRPORT:
APPROVING LAND LEASE AT FLEMING FIELD
WITH STUART R. SIMEK AND GEORGE A. ZELLER.**

WHEREAS, The City Council has reviewed and considered a Lease for the Lot 1, Block 3 of Outlot C, Airport Rearrangement (the "Lease");

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

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

Adopted this 3rd day of October, 2016.

City Clerk

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

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

AND

**STUART R. SIMEK & GEORGE A. ZELLER
[TENANT]**

INDEX TO LEASE AGREEMENT

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

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

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

DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made as of the ____ day of _____, 2016, between the City of South St. Paul, a municipal corporation of the State of Minnesota, (“Landlord”) and **Stuart R. Simek and George A. Zeller** (“Tenant”), each of the foregoing being sometimes referred to individually as “party” or collectively as “parties.”

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

SECTION 1 LEASE

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

Lot 1, Block 3, Outlot C, Airport Rearrangement

according to the plat thereof on file and of record in the office of the Dakota County Recorder (“Leased Premises”), together with buildings and improvements, if any, located on the Leased Premises. Said Lease Premises has **6,853** total square feet.

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

SECTION 2 LEASE TERM

The term of this Lease (“Term”) shall be ten (10) years commencing on October 11, 2016 (“Commencement Date”), unless earlier terminated as provided in this Lease.

SECTION 3
LEASE RENEWAL

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

SECTION 4
RENT

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

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

SECTION 5
USE OF LEASED PREMISES

- 5.1 The Leased Premises and the building(s) presently thereon shall be used solely for the following purposes and for no other purpose by Tenant or by other parties to whom Tenant may assign this Lease: [check use(s)]
- Aircraft storage and uses customarily incidental to aircraft storage, including aircraft storage for rent
 Other (specify) _____
- 5.2 Use of the Leased Premises for any purpose not expressly provided for in this Section shall constitute a default under this Lease unless Landlord provides written approval for such use prior to commencement of the use.

SECTION 6
CONDUCT OF OPERATIONS

- 6.1 In the conduct of their authorized activities on the Leased Premises and in the Airport, Tenant and any person or entity operating under any agreement with Tenant, shall furnish services on a fair, equal and non-discriminatory basis to all users thereof, and shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Tenant and those operating under agreement with Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- 6.2 Tenant shall have the nonexclusive privilege to use the public portions of the Airport, including, without limitation, parking areas, taxiways and roads, subject to the rules and regulations which now exist or are hereafter enacted by Landlord regarding such use and subject to such usage charges as may be established by Landlord.
- 6.3 This Lease shall not be construed in any manner to grant Tenant, or those claiming under Tenant, the exclusive right to use any part of the Airport, except the Leased Premises.

SECTION 7
TENANT'S IMPROVEMENT OF THE LEASED PREMISES

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

the Airport;

- (iii) Keep the Leased Premises and every building, structure and improvement on the Leased Premises free and clear from all liens for labor performed and materials furnished therefore;
- (iv) Defend, at Tenant's own cost and expense, each and every lien asserted or filed against any portion of the Leased Premises, or against the building, structure or improvement thereon and pay each and every judgment made or given against any portion of the Leased Premises, or against the building, structure or improvement thereon; and
- (v) Indemnify and hold Landlord harmless from each and every claim, demand, action and cause of action arising out of or in connection with any act or omission of Tenant, or of any agent, employee or contractor of Tenant, with respect to the removal, erection, alteration, enlargement or extension of any building, structure or improvement on the Leased Premises, or arising out of or in connection with the assertion or filing of any lien on said land or against any building, structure or improvement thereon.

SECTION 8 **BUILDING MAINTENANCE**

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

SECTION 9 **INSURANCE**

9.1 At all times during the Term of this Lease, Tenant shall keep all buildings on the Leased Premises insured against fire, vandalism, malicious mischief, and windstorm loss or damage for an aggregate amount equal to one hundred percent (100%) of the fair market value of the buildings or the insurable value, whichever is greater, and any money received from said insurance as a result of any loss or damage to the building shall be divided between Tenant and Landlord as their interest may appear. The policies shall be in a form satisfactory to Landlord, and copies of the insurance policies or certificates thereof evidencing such coverage and that such insurance is payable to Landlord and Tenant shall

be furnished to Landlord. Upon the occurrence of loss of or damage to the building, Tenant shall within thirty (30) days repair, rebuild, replace or remove the building, unless Landlord consents in writing to an extended time, which consent shall not be unreasonably withheld or delayed.

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

SECTION 10 **INDEMNIFICATION**

- 10.1 Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage, claims, judgments, litigation expenses and costs for any injury to persons or damage to property from any act or omission of Tenant, its employees, agents, subsidiaries, licensees

and sublessees while on or about the Airport or the Leased Premises, and Landlord shall not be liable to any extent for, nor will Tenant make any claim against Landlord for or on account of any injury, loss or damage to the Leased Premises, the buildings or structures thereon, the personal property and facilities located therein, or to any person or property at any time on the Leased Premises whether occasioned by fire, water, smoke, steam, gas, electricity or other agency or instrumentality which may come or be on the Leased Premises or occasioned by any other cause. The Tenant's indemnity obligation is not limited by the insurance required in Sections 9.1 and 9.2.

- 10.2 Nothing in this Lease shall cause Landlord in any way to be construed as partner, joint venturer or associated in any way with Tenant in the operation of the Leased Premises, or subject Landlord to any obligation, loss, charge or expense connected with or arising from the operation or use of the Leased Premises or any part thereof.

SECTION 11 **PAYMENT OF TAXES AND OTHER CHARGES**

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

SECTION 12 **SERVICES AND UTILITIES**

- 12.1 All utilities for the Leased Premises shall be separately metered. Tenant shall be responsible for any repairs to utilities or utility connections on the Leased Premises. If Tenant fails to make required repairs to any utilities or utility connections within ten (10) days after Landlord has sent written notice to Tenant that the repairs need to be made, Landlord may make such required repairs and Tenant shall pay to Landlord the cost of performing such repair within five (5) days after receipt of a bill for the repair charges.
- 12.2 Tenant agrees to promptly pay all claims, in addition to Rent, for all utilities or other

services supplied to or consumed by Tenant on the Leased Premises, including, without limitation, gas, electricity, water, telephone, trash collection, storm water utility and all similar services provided by Landlord.

- 12.3 Tenant shall provide, at Tenant's expense, security lighting and proper electrical service to the Leased Premises. All utility connections, electrical or otherwise, shall be underground.

SECTION 13
TENANT'S FINANCING

- 13.1 Tenant shall have the right to subject the leasehold estate and any and all improvements to one or more mortgages as security for a loan or loans or other obligation of Tenant, provided that:
- (i) The mortgage and all rights acquired under it shall be subject to all of the terms, covenants conditions and restrictions contained in this Lease and to all rights and interests of Landlord, except as otherwise provided in this Lease; and
 - (ii) Tenant shall give Landlord prior notice of any mortgage, together with a copy of it.
- 13.2 If Tenant defaults under the terms of any permitted leasehold mortgage, and the mortgagee acquires Tenant's leasehold estate, whether by exercising its power of sale by judicial foreclosure, or by an assignment in lieu of foreclosure, or of exercise of power of sale, Landlord agrees to postpone the obligation to pay Rent during the sixty (60) days following the mortgagee's acquisition, conditioned upon the following:
- (i) Payments of all taxes, assessment, and insurance premiums required by this Lease to be paid by Tenant are current, or are brought current by mortgagee, and are kept current;
 - (ii) Payments of all utility charges are current or are brought current by mortgagee, and are kept current;
 - (iii) The mortgagee performs all Tenant's obligations with respect to the Leased Premises and keeps any improvements in good order and repair; and
 - (iv) Within seventy-five (75) days following mortgagee's acquisition, mortgagee cures any Rent default of Tenant out of income and rent remaining after paying items (ii) through (iii) above and after mortgagee's reasonable expenses incurred in operating the Leased Premises and improvements.

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

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

SECTION 15
TENANT'S RIGHT TO SUBLEASE OR ASSIGN

- 15.1 Sublease. Tenant may not sublease all or any part of the Leased Premises without the prior written approval of Landlord, which approval may not be withheld if all of the conditions in Section 15.3 are met.
- 15.2 Assignment. Tenant may not, voluntarily or by operation of law, assign, mortgage, pledge or otherwise transfer this Lease without the prior written consent of Landlord. If Tenant is a corporation, then any transfer of this Lease by merger, consolidation or liquidation, or any change in ownership of the shares of voting stock so as to result in a change of the present effective voting control of Tenant shall constitute an assignment of this Lease, and as such, shall require the prior written consent of Landlord.
- 15.3 Landlord's written consent to any proposed assignment or transfer shall not be withheld or delayed if, in the sole discretion of the Landlord, all of the following conditions are satisfied:
- (i) The proposed assignee or sublessee has a net worth at least equal to Tenant's net

worth as of the date of the signing of this Lease, or the date of the proposed assignment, whichever is greater;

- (ii) The proposed assignee or sublessee is creditworthy considering the obligations to be assumed under the Lease;
 - (iii) The proposed assignee or sublessee has experience in operations similar to that being conducted on the Leased Premises;
 - (iv) The use of the Leased Premises will comply with all the requirements of this Lease;
 - (v) Tenant and Tenant's guarantor(s) (if any) and the proposed assignee or sublessee agree to a written amendment to the Lease, in form and substance acceptable to Landlord, that the Rent as of the effective date of such assignment shall be equal to the highest per square foot rent charged for a similar lease at the Airport; and
 - (vi) The proposed assignee or sublessee will continue to use the Leased Premises for the same purpose as the Tenant or for a similar purpose as determined and approved by Landlord at Landlord's sole discretion;
 - (vii) Tenant pays a lease transfer fee to the Landlord in the amount of \$1,000.
- 15.4 If the Lease is assigned to an entity or person other than a member of the Tenant's immediate family before the Infrastructure Fee and accrued interest are fully paid, the Infrastructure Fee and accrued interest shall be due and payable in full on the date the assignment is approved by Landlord.
- 15.5 If Tenant desires to assign the Lease, Tenant shall so notify Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment. Tenant shall provide Landlord with a copy of the proposed assignment and any other relevant information requested by Landlord.

SECTION 16 **QUIET ENJOYMENT**

- 16.1 Landlord covenants and agrees with Tenant that upon Tenant's paying said Rent and keeping, paying and performing all the terms, covenants and conditions of this Lease on Tenant's part to be kept, paid and performed, Tenant may, except for reasons beyond the control of Landlord, peaceably and quietly have and hold the Leased Premises for the Term of this Lease.
- 16.2 Notwithstanding the above, Landlord and its agents or representatives shall have the right to enter the Leased Premises and buildings thereon, to inspect the same for operations

conducted from and on the Leased Premises and for the purpose of making repairs or improvements to any adjoining premises or to the Airport and to install through or upon the Leased Premises such pipes, wires and appurtenances as it may deem necessary or useful to the operation of the Airport, but the making of such repairs, improvements, or installations shall be done in such manner as will not interfere materially with the use and enjoyment of the Leased Premises by Tenant, except in cases of emergency.

SECTION 17
LANDLORD'S OPERATION OF AIRPORT

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

SECTION 18
DEFAULT BY TENANT

18.1 The following shall constitute a default by Tenant:

- (i) Tenant fails to pay Rent and such failure to pay shall is not cured within five (5) days from the due date of the payment;
- (ii) Tenant fails to pay all taxes, assessments, license fees or other charges that may be levied or assessed during the Term of this Lease upon or against the Leased Premises, any improvements or equipment on the Leased Premises, or on account of the transacting of business thereon by Tenant, including but not limited to all real and personal property taxes and such default shall continue for thirty (30) days after notice of said failure to pay is given to Tenant by the Landlord or Dakota County.
- (iii) Tenant fails to observe or perform any of the non-monetary terms, covenants or conditions of this Lease, and such default shall continue for ten (10) days after notice of default is given by the Landlord or Tenant shall have failed to commence the cure of such default within ten (10) days after such notice;
- (iv) Notwithstanding the requirement contained in Section 18.1(iii) hereof relating to giving the Tenant a ten (10) day period to cure a non-monetary default, in the event of an emergency as determined by the Landlord, the Landlord may perform the work or improvement to be performed by the Tenant without giving any notice to

the Tenant and without giving the Tenant the ten (10) day period to cure the default. In such case, the Tenant shall within thirty (30) days after written billing by the Landlord reimburse the Landlord for any and all costs incurred by the Landlord.

- (v) A petition to reorganize Tenant or for an arrangement of its unsecured debts is filed;
- (vi) Tenant is adjudicated bankrupt;
- (vii) A receiver or trustee of Tenant's property is appointed by any Court;
- (viii) Tenant makes a general assignment for the benefit of creditors;
- (ix) The entirety of Tenant's interest in Tenant's property shall be taken by garnishment, attachment, execution or other process of law; or
- (x) The Leased Premises is abandoned for a period of thirty (30) days.

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

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

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

- (i) Retain any payment(s) made by Tenant as provided in Section 4 [*for Rent*] prior to the termination of this Lease.

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

SECTION 19
WAIVER

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

SECTION 20
LEGAL COSTS

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

SECTION 21
LIEN ON TENANT'S PROPERTY

As security for the payment to Landlord of all sums required to be paid by Tenant under

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

SECTION 22 **CONDEMNATION**

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

SECTION 23 **DESTRUCTION OF LEASED PREMISES**

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

SECTION 24 **LEASE AMENDMENTS**

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

SECTION 25 **BINDING ON SUCCESSORS**

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

SECTION 26
COMMITMENTS TO FEDERAL OR STATE AGENCIES

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

SECTION 27
AIRCRAFT REGISTRATION

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

SECTION 28
APRON AND TAXIWAY

- 28.1 Apron. At Tenant's own expense, Tenant shall construct, maintain, repair and replace an apron to serve the Leased Premises.
- 28.2 Taxiway. If Landlord constructs a taxiway to serve the Leased Premises as well as other areas, Landlord may require Tenant to pay the amount resulting from the following formula:
- (i) First, Landlord shall calculate the total cost of construction of the taxiway, including all engineering, legal and administrative costs associated therewith;
 - (ii) Second, the amounts that Landlord actually receives from federal and state grants for the taxiway, if any, shall be subtracted from the total cost;
 - (iii) Third, the resulting figure from steps (i) and (ii) above shall be multiplied by a factor where the denominator is the total amount of leased or to be leased frontage that abuts taxiway (including the frontage leased to Tenant as well as others) and the numerator is the frontage of the Leased Premises abutting the taxiway;
 - (iv) The figure resulting from step (iii) above shall be paid by Tenant.

SECTION 29

SIGNS

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

SECTION 30 **AVIATION FUEL**

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

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

31.1 Tenant understands and agrees that all terms and conditions of the deed between Landlord and the Navy Department, which deed is known as the Surplus Property Deed, which consists of a Quit Claim Deed dated December 22, 1950, and a corrected deed October 4, 1951, are herewith incorporated by reference into the terms of this Lease. In the event of any conflict between this Lease and that deed and all conditions imposed by the deed or other governmental grants, reservations, statutes or regulations, this Lease shall stand amended to conform thereto. In the event such reformation substantially impairs the rights and obligations of this Lease, the Lease shall stand terminated by written notice from Landlord to Tenant, such notice to include the basis for the termination and Rents to be prorated as of that date. Specifically, but not in limitation hereof, it is understood and agreed that this Lease is also subject to the so-called "Sponsor's Assurances" made by Landlord to the State and/or Federal Governments in connection with improvement grants, parts of which are as follows:

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

- (a) That in any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to render any service or furnish any parts, materials or supplies (including the sale thereof) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:
 - (1) to furnish good, prompt and efficient service

adequate to meet all the demands for its service at the Airport;

- (2) to furnish said service on a fair, equal and nondiscriminatory basis to all users thereof, and
 - (3) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service: Provided, however, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers.
- (b) That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft at the Airport from performing any services on its own aircraft with its own employees (including but not limited to, maintenance and repair) that it may choose to perform;
 - (c) That is the Sponsor exercises any of the rights or privileges set forth in subsection (a) of this paragraph, it will be bound by and adhere to the condition specified for contractors set forth in said subsection (a).”

SECTION 32
HAZARDOUS SUBSTANCES

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

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

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

- 32.2 Tenant shall not store or possess any hazardous substances on the Leased Premises unless the same are stored or possessed in a manner that complies with all applicable laws, and in no event shall Tenant dispose of any hazardous substances on the Leased Premises without the express prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion.
- 32.3 As used in this Lease, the term "hazardous substances" is defined to include any substances, wastes, contaminants or pollutants that are now or hereafter shall be included within the definition of such term or similar replacement term, under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended, including but not limited to the Minnesota Environmental Response and Liability Act, Minnesota Statutes Chapter 115B; Minnesota Petroleum Tank Release Clean-Up Act, Minnesota Statutes Chapter 115C as amended by Superfund Amendments and Reauthorization Act of 1986; the Asbestos Abatement Act, Minnesota Statutes Sections 326.70 through 326.81; and the State Environmental Lien Statute, Minn. Stat. §514.672, et. Seq.
- 32.4 Tenant shall promptly provide Landlord with copies of all notices or reports received or submitted by it to or from any governmental agency or other third party with respect to the storage, processing, disposal, release or threatened release of hazardous substances into or onto the Leased Premises or any adjacent property.

SECTION 33
GENERAL PROVISIONS

- 33.1 The Leased Premises are to be used primarily for the storage of aircraft. No more than twenty (20) percent of the floor area of a building may be used for non-aviation vehicles or items, and any non-aviation vehicles may not exceed forty-eight (48) inches in height as measured from the floor to the highest point of the vehicle. No vehicle may be stacked or placed on top of another vehicle or any object in such a manner that the total height of the combination of the vehicle(s) exceeds forty-eight (48) inches in height.
- 33.2 Tenant shall comply with all terms and conditions set forth in the most recently adopted South St. Paul Airport Operations Manual and any amendments or revisions to the Manual.
- 33.3 Tenant shall comply with the all terms and conditions set forth in the Airport Contract Requirements attached as Exhibit C and incorporated herein by reference, and any amendments or revisions to the same.

- 33.4 Tenant and Tenant's employees, agents, contractors and invitees shall, at all times while on or about any part of the Airport, obey all Airport traffic rules and regulations.
- 33.5 Tenant agrees that this Lease shall terminate in the event of the withdrawal or revocation of any permit or approval to operate the Airport granted to Landlord by the agencies or agency having jurisdiction over the Airport, or the revocation of the licenses issued to Landlord for the operation of the Airport with the rents prorated as of such termination.
- 33.6 Tenant agrees that the Leased Premises are subject to all easements and encumbrances of record. Tenant shall not interfere with said easements.
- 33.7 Tenant agrees that the Leased Premises are subject to the right of Landlord to locate, construct, maintain, reconstruct and repair an Airport beacon and wiring relating thereto on the subject Leased Premises; Landlord shall also have a right of access to the Leased Premises for the purpose of locating, construction, maintaining, reconstructing and repairing the Airport beacon and wiring.

SECTION 34
NOTICES

- 34.1 All notices or communications required or permitted by this Lease must be written and may be given personally, electronically, or sent by certified United States mail, postage prepaid, or overnight courier at the following addresses:

If to Landlord: Terminal Building
1725 Henry Avenue
South St. Paul, MN 55075
Attn: Airport Manager

If to Tenant: Stuart R. Simek
577 High Ridge Circle
Mendota Heights, MN 55118

sjsimek2@msn.com
651-341-3868

George A. Zeller
2855 James Ave. South
Minneapolis, MN 55408

gzeller@zpg.com
612-720-0314

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

SECTION 35
DATA PRACTICES ACT

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

SECTION 36
ENTIRE AGREEMENT

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

SECTION 37
CAPTIONS; TABLE OF CONTENTS

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

SECTION 38
COUNTERPARTS

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

SECTION 39
GOVERNING LAW

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

SECTION 40
CONFLICT OF INTEREST

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

SECTION 41

MEMORANDUM OF LEASE

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

SECTION 42 **THIRD PARTY BENEFICIARIES**

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

SECTION 43 **COMPLIANCE WITH LAWS AND REGULATIONS**

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

SECTION 44 **FORCE MAJEURE**

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

SECTION 45 **NON-DISCRIMINATION**

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

- (i) That no person shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the facilities on the Leased Premises on the grounds of race, sex, color, creed or national origin;

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

SECTION 46
SEVERABILITY

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

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

LANDLORD:
CITY OF SOUTH ST. PAUL

TENANTS:
Stuart R. Simek and George A. Zeller

By: _____
Name: Beth Baumann
Title: Mayor

By: _____
Stuart R. Simek

Attest:

By: _____
George A. Zeller

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

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

Landlord Acknowledgment

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Beth Baumann and Christy Wilcox, the Mayor and the City Clerk of the City of South St. Paul, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

**Tenant Acknowledgment
[Partnership]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Stuart R. Simek.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA)

ss.

**Tenant Acknowledgment
[Partnership]**

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by George A. Zeller.

Notary Public

EXHIBIT A

RENT SCHEDULE

The Rent for the Leased Premises shall be as follows.

INITIAL LEASE TERM	RENT/ SQ.FOOT	ANNUAL RENT
October 11, 2016 – December 31, 2016	0.256	\$ 393.06 ¹
January 1, 2017 – December 31, 2017	0.264	\$ 1,809.19
January 1, 2018 – December 31, 2018	0.272	\$ 1,864.02
January 1, 2019 – December 31, 2019	0.280	\$ 1,918.84
January 1, 2020 – December 31, 2020	0.288	\$ 1,973.66
January 1, 2021 – December 31, 2021	0.297	\$ 2,035.34
January 1, 2022 – December 31, 2022	0.306	\$ 2,097.02
January 1, 2023 – December 31, 2023	0.315	\$ 2,158.70
January 1, 2024 – December 31, 2024	0.324	\$ 2,220.37
January 1, 2025 – December 31, 2025	0.334	\$ 2,288.90
January 1, 2026 – October 10, 2026	0.344	\$ 1,827.82 ²

¹ - $0.256 * 6,853 * (82/366)$

² - $0.344 * 6,853 * (283/365)$

EXHIBIT B

BUILDING STANDARDS POLICY

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

Soffits - a minimum of 12 inches

Gable Overhangs- a minimum of 12 inches

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

Siding- 29-gauge factory painted baked on enamel paint

Colors:

Building- Pebble Beige

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

Roof- White, or match the wainscot

EXHIBIT C

AIRPORT CONTRACT REQUIREMENTS

1. (/a) Tenant for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
2. (/a) Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - (a) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises;
 - (b) That in the construction of any improvements on, over, or under such Leased Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
 - (c) That Tenant shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. (49 CFR Part 21 – DOT Title VI Assurance – AC 150/5100-15A)
3. (/b) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit or service, PROVIDED, that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)
4. (/b) Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity

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

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

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

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

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

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

Notes

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



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPKa

8-J

AGENDA ITEM: Approving Subleases at the Fleming Field Airport Between Wipline Real Estate Holding, Inc. and Aerotechnique LLC and Lake Superior Helicopters

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-177 Approving Subleases at the Fleming Field Airport Between Wipline Real Estate Holdings Inc and Aerotechnique LLC and Lake Superior Helicopters.

Overview:

The City Council is required to approve the subleases at the airport. Wipline Real Estate Holding, Inc. wishes to sublet the hangar to two different entities, Aerotechnique LLC and Lake Superior Helicopters.

Aerotechnique LLC intends to sublet a portion of the hangar for a maintenance operation consisting of all the space in the hangar except the upstairs office space and space in the hangar dedicated to the storage of a two-blade helicopter. Lake Superior Helicopters intends to sublet a portion of the hangar for a helicopter flight school consisting of the upstairs office space and space in the hangar dedicated to the storage of a two-blade helicopter.

The land lease is currently a commercial lease which would typically include these types of operations. However, flight school and flying for charter or hire is not listed as an approved use of the hangar on the land lease. The resolution also includes a modification to the land lease to include "Flight School" and "Flying for Charter or Hire" as approved uses in Section 5 of the Airport Land Lease Agreement for 1600 Henry Ave.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-177

**RESOLUTION RELATING TO AIRPORT:
APPROVING SUBLEASES AT THE FLEMING FIELD AIRPORT
BETWEEN WIPLINE REAL ESTATE HOLDING INC
AND AEROTECHNIQUE LLC
AND LAKE SUPERIOR HELICOPTERS**

WHEREAS, The City Council has reviewed and considered Subleases for Lot 1 and the North 35.16 feet of Lot 2, Block 7, Airport Rearrangement, also known as 1600 Henry Ave; (the “Subleases”);

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

1. That SECTION 5 USE OF LEASED PREMISES of the Land Lease for Lot 1 and the North 35.16 feet of Lot 2, Block 7, Airport Rearrangement shall include Flight School and Flying for Charter or Hire.
2. That the forms, terms and provisions of the Subleases and the transactions contemplated thereby are in all respects, hereby approved and adopted.
3. That the Mayor and the City Clerk are hereby authorized and directed to sign the Subleases in the name and on behalf of the City in the form hereby approved.

Adopted this 3rd day of October, 2016.

City Clerk

HANGAR SUBLEASE AGREEMENT

THIS HANGAR SUBLEASE AGREEMENT (“Sublease”) is made and entered into on the 15th day of JUNE, 2016 (the “Effective Date”), by and between Wipline Real Estate Holding, Inc., a Minnesota corporation (“Landlord”), and Aerotechnique LLC, a Minnesota limited liability company (“Tenant”).

RECITALS

WHEREAS, Landlord is the tenant under the Main Lease, as defined below, with respect to the real property located in the City of South Saint Paul, Dakota County, State of Minnesota, legally described on the attached Exhibit A (the “Property”);

WHEREAS, Tenant desires to lease a portion of the airplane hangar consisting of all the space in the airplane hangar except the upstairs office space and space in the hangar dedicated to the storage of a two-blade helicopter, as depicted on Exhibit B (the “Premises”) from Landlord;

WHEREAS, Landlord desires to lease the Premises to Tenant;

WHEREAS, the parties agree to lease the Premises upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in this Sublease and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord the Premises, subject to and together with the benefit of the terms, covenants, conditions and provisions of this Sublease. Tenant agrees that Tenant is leasing the Premises on an “as-is,” “where is” and “with all faults” basis, based upon Tenant’s own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Premises. Landlord makes no warranty with respect to the Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Premises, or any part thereof.
2. **TERM.** The term of this Sublease shall commence on the later of (a) July 1, 2016 or (b) thirty (30) days after submission of the sublease transaction to the Owner for consent (the “Commencement Date”) and shall terminate on the earlier of (a) the last day of the twelfth (12th) full calendar month following the Commencement Date or (b) the date upon which Tenant, as buyer, closes on its acquisition of the Premises from Landlord, as seller (the “Term”), unless sooner terminated as provided herein.
3. **USE.** Tenant shall use the Premises solely for the following purposes and for no other purpose: aeronautical purposes and incidental uses, including the commercial repair of aircraft,

outfitting of aircraft, and maintenance and storage of aircraft, subject to compliance with all laws, rules and regulations and subject to compliance with the Main Lease. In the event of any conflict between the terms and conditions of this Sublease and the terms and conditions of the Main Lease, the Main Lease shall control. There shall be no outside storage at the Premises. Use of the Premises for any purpose not expressly provided for in this Section 3 shall constitute a default under this Lease.

4. RENT.

A. Tenant agrees to pay Landlord during the Term the sum of One Thousand Three Hundred and No/100 Dollars (\$1,300.00) per month (“**Base Rent**”). In the event the Term commences on a day other than the first day of a calendar month, Tenant shall pay Rent for said fractional month prorated on the basis of a thirty (30) day period. Base Rent shall include utilities.

B. The Base Rent and all other amounts due hereunder are collectively referred to as “**Rent.**”

C. All Rent payable under this Lease by Tenant shall be paid, without notice or prior demand therefor and without any deduction or set-off whatsoever, to Landlord at the address set out in Section 14 hereof or at such place as Landlord may designate from time to time by written notice to Tenant given in the manner set out in Section 14 hereof.

5. MAIN LEASE.

A. Except as may be otherwise specifically provided herein, Tenant, jointly and severally with any other tenants of the Property, agrees to keep and perform all of the obligations, conditions and covenants of the tenant set forth under the lease with the City of South Saint Paul, a municipal corporation of the State of Minnesota (the “**Owner**”) dated April 30, 2015, with a term from April 30, 2015 to April 29, 2025 for the Premises (“**Main Lease**”) as though Tenant were substituted as tenant thereunder. The terms and conditions of the Main Lease are incorporated herein as if fully set forth in this Sublease. It is agreed and understood between the parties hereto that the Tenant obtains and is granted no more rights and privileges under this Sublease than Landlord as tenant under the Main Lease. This validity of this Sublease and the rights and obligations of the parties hereunder shall be contingent upon receipt of consent from the Owner, as indicated by Owner’s signature below. Tenant shall pay any fees incurred pursuant to the assignment and subletting provisions of the Main Lease and/or any other Owner requirements.

B. The obligations, conditions and covenants of the Owner as Landlord under the Main Lease shall remain the Owner’s, and Landlord shall not be required to perform the same in the event of a default by the Owner. Notwithstanding the foregoing, Landlord shall have all the rights and privileges of the Owner as landlord under the Main Lease, except as herein otherwise specifically provided.

C. Tenant agrees not to do or suffer or permit anything to be done which would result in default under the Main Lease or cause the Main Lease to be terminated or forfeited.

6. SHARED SPACE. Tenant acknowledges and agrees that the Premises will not be fully demised, and that there will be shared access and facilities with Landlord and/or other tenants. This will be limited to the upstairs and hangar space for one small two-bladed helicopter.

7. PAYMENT OF FEES. Tenant will pay and discharge all costs, attorneys' fees and expenses that may be incurred by Landlord in enforcing the covenants and agreements of this Sublease.

8. INSURANCE.

Tenant shall maintain causes of loss – special form insurance for its personal property and equipment (“**Tenant’s Property**”) within or about the Premises. Tenant also shall maintain commercial general liability insurance naming Landlord, Owner and their respective lenders, if applicable, as additional insureds. Such liability insurance shall be written in an amount reasonably acceptable to Landlord and shall fulfill the requirements under the Main Lease. Tenant shall provide Landlord with a copy of the certificate of insurance, policy, or other evidence satisfactory to Landlord demonstrating such insurance.

Notwithstanding any provision of this Sublease to the contrary, if either party hereto suffers a loss or damages, and such loss or damages would typically be covered under any policy of insurance that such party actually maintains or is required to maintain pursuant to this Sublease, then such party hereby releases the other party to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees and/or notwithstanding that such party has failed to maintain the insurance policy required to be maintained by it under this Sublease.

9. INDEMNIFICATION. Tenant agrees that it will indemnify and hold Landlord and Owner forever harmless for any and all responsibility or liability which Landlord may incur by virtue of this Sublease arising out of any failure of Tenant in any respect to comply with and perform the requirements and provisions of the Main Lease or this Sublease.

10. ASSIGNMENT. Tenant shall not transfer, sell, assign or pledge this Lease or further lease the Premises, or any part thereof without obtaining the prior written consent of Landlord and Owner.

11. SURRENDER OF THE PREMISES. Upon the expiration of the Term of this Sublease, or any sooner termination hereof, Tenant shall remove Tenant’s Property promptly (repairing any damage caused thereby) and quit and surrender the Premises.

12. DEFAULT/REMEDIES.

A. If any one or more of the following events occurs, then Tenant shall be deemed to be in default under this Sublease:

1. Tenant fails to pay, when due, any Rent as provided under this Sublease;

2. Tenant fails to keep, observe or perform any of the other terms, covenants and conditions herein to be kept, observed and performed by Tenant under this Sublease for more than twenty (20) days after written notice is given to Tenant.
3. Tenant is adjudicated bankrupt, a receiver or trustee of Tenant's property is appointed by any court, Tenant makes a general assignment for the benefit of creditors, Tenant's interest in the Premises shall be taken by garnishment, attachment, execution or other process of law.
4. The Premises is abandoned for a period of ten (10) days.

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

1. Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Sublease, and in the event of such re-entry Landlord may seek the collection of the rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorneys' fees; and
2. Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorneys' fees arising from or attributable to any such breach.

C. In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth above, Landlord shall have the immediate right and option to terminate this Sublease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Sublease, Landlord may:

1. Retain any payment(s) made by Tenant prior to the termination of this Sublease and recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
2. Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
3. Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value as of the date of such election of the

amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Premises over the remainder of the Term; and

4. Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

D. Notwithstanding any notice requirement contained herein, in the event of an emergency as determined by Landlord, Landlord may perform the work or improvement to be performed by Tenant without giving any notice or cure period to Tenant. In such case, Tenant shall within ten (10) days after written billing, reimburse Landlord for any and all such costs incurred by Landlord.

13. CONSENTS. In no event shall Tenant be entitled to any damages for any withholding or delay in Landlord giving Landlord's consent and the Tenant understands and agrees that its sole remedies shall be limited to an action for summary judgment, an injunction or declaratory judgment.

14. NOTICES. Any notice which one party wishes or is required to give to the other party will be regarded as effective if in writing and either delivered personally to such party or sent certified or registered mail, return receipt requested postage pre-paid to the addresses below, or such other addresses as either party may, from time to time, designate by written notice to the other party:

Landlord: Wipline Real Estate Holding, Inc.
 Attn: Robert Wiplinger
 1700 Henry Avenue
 South Saint Paul, MN 55075

Tenant: Aerotechnique LLC
 Attn: Grant Wallace
 11305 Harness Draw
 Woodbury, MN 55129

15. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between Landlord and Tenant. It is hereby expressly understood and agreed that neither the method of computation of rent or any other provisions contained in this Sublease, nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

16. INVALIDITY. If any part of this Sublease or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof, not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.

17. IMPORTANCE OF EACH COVENANT. Each covenant and agreement on the part of one party is understood and agreed to constitute an essential part of the consideration for each covenant and agreement on the part of the other party.

18. SUCCESSORS AND ASSIGNS. This Sublease and all covenants and agreements contained herein shall be binding upon, apply and inure to the benefit of the respective successors and assigns of the parties to this Sublease, subject to the restrictions imposed under this Sublease relating to assignment by the Tenant.

19. NON-WAIVER. Landlord's or Tenant's failure to insist upon strict performance of any covenant of this Sublease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the failure of such covenant, right or option, but the same shall remain in full force and effect. Landlord is specifically authorized to accept a partial payment (no matter how such payment may be labeled or conditionally delivered) without such acceptance being deemed a waiver of the balance of the amount owed.

20. APPLICABLE LAW. This Sublease shall be construed under the laws of the State of Minnesota.

21. ENTIRE AGREEMENT/AMENDMENTS. This Sublease sets forth all of the covenants, promises, agreements, conditions and understanding between Landlord and Tenant concerning the Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those which are set forth in this Sublease. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or the Tenant unless reduced to writing and signed by both parties.

22. COUNTERPARTS. This Sublease and may be separately executed as counterparts which shall be then read together and enforced.

[Signature page follows]

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

LANDLORD:

Wipline Real Estate Holding, Inc.,
a Minnesota corporation

By: 
Name: Robert Wiplinger 9-23-16
Its: CEO

TENANT:

Aerotechnique LLC,
a Minnesota limited liability company

By: 
Name: Grant Wallace
Its: OWNER / PRESIDENT
Employer ID No. 81-2002004

CONSENT OF OWNER:

City of South Saint Paul

By: _____
Name: _____
Its: Mayor

By: _____
Name: _____
Its: City Clerk

EXHIBIT A

Legal Description of Property

Lot 1 and the North 35.16 feet of Lot 2, Block 7, Airport Rearrangement, according to the plat thereof, Dakota County, Minnesota.

EXHIBIT B

Depiction of Premises

HANGAR SUBLEASE AGREEMENT

THIS HANGAR SUBLEASE AGREEMENT ("Sublease") is made and entered into on the 20 day of Aug, 2016 (the "Effective Date"), by and between Wipline Real Estate Holding, Inc., a Minnesota corporation ("Landlord"), and Lake Superior Helicopters, LLC, a Minnesota limited liability company ("Tenant").

RECITALS

WHEREAS, Landlord is the tenant under the Main Lease, as defined below, with respect to the real property located in the City of South Saint Paul, Dakota County, State of Minnesota, legally described on the attached Exhibit A (the "Property");

WHEREAS, Tenant desires to lease a portion of the airplane hangar consisting of the upstairs office space and space in the hangar dedicated to the storage of a two-blade helicopter, as depicted on Exhibit B (the "Premises") from Landlord;

WHEREAS, Landlord desires to lease the Premises to Tenant;

WHEREAS, the parties agree to lease the Premises upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises of the parties set forth in this Sublease and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord the Premises, subject to and together with the benefit of the terms, covenants, conditions and provisions of this Sublease. Tenant agrees that Tenant is leasing the Premises on an "as-is," "where is" and "with all faults" basis, based upon Tenant's own judgment, and Tenant disclaims any reliance upon any statement or representation whatsoever made by Landlord regarding the Premises. Landlord makes no warranty with respect to the Premises, either express or implied. Landlord specifically disclaims any warranty of merchantability or fitness for any particular purpose and liability for any consequential damages arising out of the use or the inability to use the Premises, or any part thereof.

2. TERM. The term of this Sublease shall commence on the later of (a) July 1, 2016 or (b) thirty (30) days after submission of the sublease transaction to the Owner for consent (the "Commencement Date") and shall terminate on the earlier of (a) the last day of the twelfth (12th) full calendar month following the Commencement Date or (b) the date upon which Tenant, as buyer, closes on its acquisition of the Premises from Landlord, as seller (the "Term"), unless sooner terminated as provided herein. Notwithstanding anything contained herein to the contrary, both Landlord and Tenant shall have the right to terminate this Sublease at any time during the first nine (9) months after the Commencement Date by providing the other party written notice of its election to terminate this Sublease (the "Termination Notice"). The

effective date of such termination shall be ninety (90) days after the non-terminating party's receipt of the Termination Notice from the party delivering the Termination Notice (the "**Termination Date**"). If this Sublease is so terminated, Tenant shall pay all Rent under this Sublease and abide by all of the terms and conditions of this Sublease through and including the Termination Date and shall surrender the Premises to Landlord on the Termination Date in the condition required under this Sublease; thereafter neither party shall have any further rights or obligations under this Sublease other than any obligations which by their terms survive the expiration or earlier termination of this Sublease.

3. USE. Tenant shall use the Premises solely for the following purposes and for no other purpose: aeronautical purposes and incidental uses, including the commercial repair of aircraft, outfitting of aircraft, and maintenance and storage of aircraft, subject to compliance with all laws, rules and regulations and subject to compliance with the Main Lease. In the event of any conflict between the terms and conditions of this Sublease and the terms and conditions of the Main Lease, the Main Lease shall control. There shall be no outside storage at the Premises. Use of the Premises for any purpose not expressly provided for in this Section 3 shall constitute a default under this Lease.

4. RENT.

A. Tenant agrees to pay Landlord during the Term the sum of One Thousand Seven Hundred and No/100 Dollars (\$1,700.00) per month ("**Base Rent**"). In the event the Term commences on a day other than the first day of a calendar month, Tenant shall pay Rent for said fractional month prorated on the basis of a thirty (30) day period. Base Rent shall include utilities.

B. The Base Rent and all other amounts due hereunder are collectively referred to as "**Rent**."

C. All Rent payable under this Lease by Tenant shall be paid, without notice or prior demand therefor and without any deduction or set-off whatsoever, to Landlord at the address set out in Section 14 hereof or at such place as Landlord may designate from time to time by written notice to Tenant given in the manner set out in Section 14 hereof.

5. MAIN LEASE.

A. Except as may be otherwise specifically provided herein, Tenant, jointly and severally with any other tenants of the Property, agrees to keep and perform all of the obligations, conditions and covenants of the tenant set forth under the lease with the City of South Saint Paul, a municipal corporation of the State of Minnesota (the "**Owner**") dated April 30, 2015, with a term from April 30, 2015 to April 29, 2025 for the Premises ("**Main Lease**") as though Tenant were substituted as tenant thereunder. The terms and conditions of the Main Lease are incorporated herein as if fully set forth in this Sublease. It is agreed and understood between the parties hereto that the Tenant obtains and is granted no more rights and privileges under this Sublease than Landlord as tenant under the Main Lease. This validity of this Sublease and the rights and obligations of the parties hereunder shall be contingent upon receipt of consent from the Owner, as indicated by Owner's signature below. Tenant shall pay

any fees incurred pursuant to the assignment and subletting provisions of the Main Lease and/or any other Owner requirements.

B. The obligations, conditions and covenants of the Owner as Landlord under the Main Lease shall remain the Owner's, and Landlord shall not be required to perform the same in the event of a default by the Owner. Notwithstanding the foregoing, Landlord shall have all the rights and privileges of the Owner as landlord under the Main Lease, except as herein otherwise specifically provided.

C. Tenant agrees not to do or suffer or permit anything to be done which would result in default under the Main Lease or cause the Main Lease to be terminated or forfeited.

6. SHARED SPACE. Tenant acknowledges and agrees that the Premises will not be fully demised, and that there will be shared access and facilities with Landlord and/or other tenants. This will be limited to the upstairs and hangar space for one small two-bladed helicopter.

7. PAYMENT OF FEES. Tenant will pay and discharge all costs, attorneys' fees and expenses that may be incurred by Landlord in enforcing the covenants and agreements of this Sublease.

8. INSURANCE.

Tenant shall maintain causes of loss – special form insurance for its personal property and equipment (“**Tenant's Property**”) within or about the Premises. Tenant also shall maintain commercial general liability insurance naming Landlord, Owner and their respective lenders, if applicable, as additional insureds. Such liability insurance shall be written in an amount reasonably acceptable to Landlord and shall fulfill the requirements under the Main Lease. Tenant shall provide Landlord with a copy of the certificate of insurance, policy, or other evidence satisfactory to Landlord demonstrating such insurance.

Notwithstanding any provision of this Sublease to the contrary, if either party hereto suffers a loss or damages, and such loss or damages would typically be covered under any policy of insurance that such party actually maintains or is required to maintain pursuant to this Sublease, then such party hereby releases the other party to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees and/or notwithstanding that such party has failed to maintain the insurance policy required to be maintained by it under this Sublease.

9. INDEMNIFICATION. Tenant agrees that it will indemnify and hold Landlord and Owner forever harmless for any and all responsibility or liability which Landlord may incur by virtue of this Sublease arising out of any failure of Tenant in any respect to comply with and perform the requirements and provisions of the Main Lease or this Sublease.

10. ASSIGNMENT. Tenant shall not transfer, sell, assign or pledge this Lease or further lease the Premises, or any part thereof without obtaining the prior written consent of Landlord and Owner.

11. SURRENDER OF THE PREMISES. Upon the expiration of the Term of this Sublease, or any sooner termination hereof, Tenant shall remove Tenant's Property promptly (repairing any damage caused thereby) and quit and surrender the Premises.

12. DEFAULT/REMEDIES.

A. If any one or more of the following events occurs, then Tenant shall be deemed to be in default under this Sublease:

1. Tenant fails to pay, when due, any Rent as provided under this Sublease;
2. Tenant fails to keep, observe or perform any of the other terms, covenants and conditions herein to be kept, observed and performed by Tenant under this Sublease for more than twenty (20) days after written notice is given to Tenant.
3. Tenant is adjudicated bankrupt, a receiver or trustee of Tenant's property is appointed by any court, Tenant makes a general assignment for the benefit of creditors, Tenant's interest in the Premises shall be taken by garnishment, attachment, execution or other process of law.
4. The Premises is abandoned for a period of ten (10) days.

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

1. Immediately, or at any time thereafter, without further notice to Tenant, to re-enter into or upon the Premises, or any part thereof, and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rents or other charges to be paid and of the covenants, terms and conditions to be performed by Tenant for the full Term of this Sublease, and in the event of such re-entry Landlord may seek the collection of the rents or other charges to be paid under this Lease or for the properly measured damages and for the collection of its reasonable attorneys' fees; and
2. Landlord shall further have all other rights and remedies including injunctive relief, ejectment or summary proceedings in unlawful detainer, and any or all legal remedies, actions and proceedings, and all such shall be cumulative Landlord shall be entitled to its reasonable attorneys' fees arising from or attributable to any such breach.

C. In the event of any default, in addition to any other remedies available to Landlord at law or in equity, including those set forth above, Landlord shall have the immediate right and option to terminate this Sublease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so terminate this Sublease, Landlord may:

1. Retain any payment(s) made by Tenant prior to the termination of this Sublease and recover from Tenant the amount of any unpaid Rent which had been earned at the time of such termination;
2. Recover from Tenant all expenses incurred by Landlord in terminating, repossessing and reletting the Premises including but not limited to costs of repairs, brokerage and legal fees, and the collection of Rent;
3. Recover from Tenant any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Premises, or, if elected by Landlord as liquidated and final damages for lost Rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then reasonable rental value of the Premises over the remainder of the Term; and
4. Recover from Tenant any reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder.

D. Notwithstanding any notice requirement contained herein, in the event of an emergency as determined by Landlord, Landlord may perform the work or improvement to be performed by Tenant without giving any notice or cure period to Tenant. In such case, Tenant shall within ten (10) days after written billing, reimburse Landlord for any and all such costs incurred by Landlord.

13. CONSENTS. In no event shall Tenant be entitled to any damages for any withholding or delay in Landlord giving Landlord's consent and the Tenant understands and agrees that its sole remedies shall be limited to an action for summary judgment, an injunction or declaratory judgment.

14. NOTICES. Any notice which one party wishes or is required to give to the other party will be regarded as effective if in writing and either delivered personally to such party or sent certified or registered mail, return receipt requested postage pre-paid to the addresses below, or such other addresses as either party may, from time to time, designate by written notice to the other party:

Landlord: Wipline Real Estate Holding, Inc.
 Attn: Robert Wiplinger
 1700 Henry Avenue
 South Saint Paul, MN 55075

Tenant: Lake Superior Helicopters, LLC
 Attn: Eric F. Monsón, Director of Operations
 P.O. Box 15035
 Duluth, MN 55816

15. RELATIONSHIP OF THE PARTIES. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by a third party to create the relationship of principal and agent or of partnership or joint venture or of any association whatsoever between Landlord and Tenant. It is hereby expressly understood and agreed that neither the method of computation of rent or any other provisions contained in this Sublease, nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.
16. INVALIDITY. If any part of this Sublease or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof, not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.
17. IMPORTANCE OF EACH COVENANT. Each covenant and agreement on the part of one party is understood and agreed to constitute an essential part of the consideration for each covenant and agreement on the part of the other party.
18. SUCCESSORS AND ASSIGNS. This Sublease and all covenants and agreements contained herein shall be binding upon, apply and inure to the benefit of the respective successors and assigns of the parties to this Sublease, subject to the restrictions imposed under this Sublease relating to assignment by the Tenant.
19. NON-WAIVER. Landlord's or Tenant's failure to insist upon strict performance of any covenant of this Sublease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the failure of such covenant, right or option, but the same shall remain in full force and effect. Landlord is specifically authorized to accept a partial payment (no matter how such payment may be labeled or conditionally delivered) without such acceptance being deemed a waiver of the balance of the amount owed.
20. APPLICABLE LAW. This Sublease shall be construed under the laws of the State of Minnesota.
21. ENTIRE AGREEMENT/AMENDMENTS. This Sublease sets forth all of the covenants, promises, agreements, conditions and understanding between Landlord and Tenant concerning the Premises and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those which are set forth in this Sublease. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or the Tenant unless reduced to writing and signed by both parties.
22. COUNTERPARTS. This Sublease and may be separately executed as counterparts which shall be then read together and enforced.

[Signature page follows]

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

LANDLORD:

Wipline Real Estate Holding, Inc.,
a Minnesota corporation

By:  9-23-16
Name: Robert
Its: CEO

TENANT:

Lake Superior Helicopters, LLC,
a Minnesota limited liability company

By: 
Name: Eric F. Monson
Its: Director of Operations / President
Employer ID No. 26-3612959

CONSENT OF OWNER:

City of South Saint Paul

By: _____
Name: _____
Its: Mayor

By: _____
Name: _____
Its: City Clerk

EXHIBIT A

Legal Description of Property

Lot 1 and the North 35.16 feet of Lot 2, Block 7, Airport Rearrangement, according to the plat thereof, Dakota County, Minnesota.

EXHIBIT B

Depiction of Premises



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-K

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

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-178 approving Second Amendment to the Right of First Refusal with Boyd Johnson for Lot 7, Block 3, Airport Rearrangement 4th Addition.

Overview:

Boyd Johnson is considering leasing a lot in the West Hangar Area at the airport. Before he leases, he wants to finalize details and costs to build a new hangar. He would like to extend the deadline until Spring 2017 due to FAA analysis, weather considerations, and to finalize the development of plans and specifications for the hangar. The Amendment to the Right of First Refusal agreement, as amended, will modify the deadline to April 30, 2017, all other terms and conditions shall remain in full force and effect.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-178

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

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

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

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

Adopted this 3rd day of September, 2016.

City Clerk

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

THIS AMENDMENT to Right of First Refusal (“Amendment”) is made and entered into effective as of the 3rd day of October, 2016, by and between City of South St. Paul, a Minnesota municipal corporation (City), and Boyd Johnson (“Prospective Tenant”).

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

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

WHEREAS, the parties desire to extend the termination deadline of the Right of First Refusal to April 30, 2017.

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

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

Replace all occurrences of September 30, 2016 with April 30, 2017.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove first set forth.

City of South St. Paul

By: _____
Beth A. Baumann
Its: Mayor

By: _____
Christy M. Wilcox
Its: City Clerk

Prospective Tenant

By: _____
Boyd Johnson

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the ____ day of _____, 2016, by Beth A. Baumann and Christy M. Wilcox, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me, a notary public, on the ____ day of _____, 2016, by Boyd Johnson, Prospective Tenant.

Notary Public



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: Public Works

ADMINISTRATOR: SPK

8- L

AGENDA ITEM: Acceptance of Gifts and Grants

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-181, accepting a gift of a Black & Decker Core Drill and portable stand donated by L'Allier Electric to the Public Work Department.

OVERVIEW:

The City of South St. Paul is required by State Law to vote to accept any gift or grant property to the City of South St. Paul. L'Allier Electric has a 3ft core drill and portable stand that they would like to donate to the Public Works Department.

This core drill is used for drilling holes in concrete for installing street signs.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-181

ACCEPTANCE OF GIFTS AND GRANTS

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

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

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

<u>Donor/Grantor</u>	<u>Donation</u>	<u>Purpose</u>
L'Allier Electric	Black & Decker Core Drill & Portable stand	Installing Street Signs

Adopted this 3rd day of October, 2016.

City Clerk



City Council Agenda Report

Date: October 3, 2016
Department: Parks & Recreation
Administrator: 

8-M

Agenda Item: **Approve Section 4(f) de minimis understanding for Kaposia Landing with Dakota County**

Action to be considered:

Approve Section 4(f) de minimis understanding for Kaposia Landing with Dakota County for a Mississippi River Regional Trail Extension.

Overview:

The City of South St. Paul has been working with Dakota County on the development of an extension of the Mississippi River Regional Trail (MRRT) from Kaposia Landing to Harriet Island in St. Paul. A bridge will be constructed to elevate the trail over the Union Pacific Railroad spur tracks in the northwest corner of Kaposia Landing connecting to the existing Mississippi River Trail and River to River Greenway for approximately 1,200 feet of trail within Kaposia Landing.

The proposed MRRT project will use Section 4(f) property within Kaposia Landing, codified in Federal Law 49 USC Sec. 303. This Federal Law statute is intended to prevent conversion of certain parks, wildlife and waterfowl refuges, recreation areas or historic properties to transportation use, unless the U.S. Department of Transportation determines there is no feasible and prudent alternative, and all possible planning has been done to minimize harm to properties covered by the section. Because the MRRT project is an independent bikeway and walkway project covered by the Programmatic Section 4(f) Statement for Independent Bikeway or Walkway Construction Projects, the City of South St. Paul as owner of the Section 4(f) resource must submit written approval of the project. Our letter of understanding is attached for your review.

Our approval signifies that the City of South St. Paul is supportive of the MRRT design being advanced by Dakota County through the National Environmental Policy Act (NEPA) environmental review process. The proposed trail will not adversely affect the activities, features, and attributes that are important to Kaposia Landing based on the following considerations:

- The proposed trail is consistent with the designated use of the property.
- The proposed trail project will enhance access to the park and recreational facilities.
- The proposed project will enhance the features of this property and will not detract from the facility's use.

Dakota County will remain the project lead agency for the MRRT project with our continued cooperation and support.

Source of Funds:

N/A



October 3, 2016

Mr. Mark Krebsbach
Dakota County Engineer
Dakota County Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

RE: Section 4(f) de minimis understanding for Kaposia Landing Park

Dear Mr. Krebsbach:

The proposed Harriet Island to South St. Paul Regional Trail Project will use Section 4(f) (codified in 49 USC Sec. 303) property within Kaposia Landing Park in South St. Paul. The statute at 49 CFR Sec. 303 is a federal law intended to prevent conversion of certain parks, wildlife and waterfowl refuges, recreation areas or historic properties to transportation use, unless the U.S. Department of Transportation determines there is no feasible and prudent alternative, and all possible planning has been done to minimize harm to properties covered by the section. Because the project is an independent bikeway and walkway project covered by the Programmatic Section 4(f) Statement for Independent Bikeway or Walkway Construction Projects, the owner of the Section 4(f) resource must submit written approval of the project.

Coordination has taken place between representatives of Dakota County and the City of South St. Paul regarding the selection of the trail design involving the park property. As a result of this coordination, the City of South St. Paul is supportive of the trail design being advanced by Dakota County through the National Environmental Policy Act (NEPA) environmental review process. A bridge will be constructed to elevate the trail over the Union Pacific Railroad spur tracks in the northwest corner of Kaposia Landing Park and continue south connecting to the existing Mississippi River Trail and River to River Greenway for approximately 1,200 feet of trail within Kaposia Landing. The proposed trail will not adversely affect the activities, features, and attributes that are important to the resource. This is based on the following considerations:

- The proposed trail is consistent with the designated use of the property.
- The proposed trail project will enhance access to the park and recreational facilities.
- The proposed project will enhance the features of this property and will not detract from the facility's use.

The City looks forward to continuing to work with Dakota County on this project. If you have any questions, please feel free to contact me at 651-366-6202 or cesser@sspmn.org.

Respectfully,

Christopher Esser
Director of Parks and Recreation

Cc: Chris Hartzell, City Engineer
John Sass, Dakota County Transportation Department



City Council Agenda Report
Date: October 3, 2016
Department: City Clerk
Administrator: SPK

Agenda Item: Call for Public Hearing on Tobacco Violation – Sam’s Tobacco

Action to be considered:

Motion to call for a public hearing on an order to show cause regarding a tobacco violation at Sam’s Tobacco located at 211 13th Avenue South to be held on Monday, October 17, 2016.

Overview:

Section 18-671 of the Municipal Code deals with the sale, possession and use of tobacco and tobacco products. The City received notice from the Compliance Coordinator with the Minnesota Revenue Department that Sam’s Tobacco was in violation of Minnesota Statutes 297F.21. The violation dealt with contraband which is cigarette packages that do not have stamps affixed to them as provided by state law. The cigarettes and/or tobacco products were seized.

City Code requires that any violations of the tobacco ordinance be charged an administrative penalty of \$75.00 for the first violation. No penalty may take effect until the licensee has received notice of the alleged violation and an opportunity for a hearing before the City Council. The last violation at Sam’s Tobacco was back in December of 2008.

Staff is recommending that the City Council hold a public hearing on October 17, 2016.

Source of Funds:

n/a

MINNESOTA • REVENUE

August 29, 2016

City Licensing Division
125 3rd Avenue North
South St. Paul, MN 55075

Seized Cigarette/Tobacco Product

The Minnesota Department of Revenue recently seized cigarette and/or tobacco products as contraband under Minnesota Statute 297F.21 from a business located in your jurisdiction. Because all time periods for judicially challenging the seizure have expired, the property has been forfeited to the State.

Attached you will find a copy of our Seizure Notice, Form M21. The notice lists the products we seized.

Why are you contacting me?

We are providing you information about our seizure of tobacco contraband so you may take any action against the city/county license as appropriate.

Contact me if you have any questions.

Sincerely,

Steve Johnson
Compliance Coordinator
Phone: 651-556-3878
Email: steve.johnson@state.mn.us

Supervisor Contact Information:
Wayne Lang
651-556-4718
wayne.lang@state.mn.us

Notice of Seizure of Contraband

Date of notice 6/29/2016	Seizure date and time 6/28/2016 @ 12pm	Seized by RTS SJ & RTS LS	Tax type Cig./Tob.	Minnesota ID number 2480310
Seizure location 211 13th Avenue S South St Paul, MN 55075-2235		Seized from Sams Tobacco Warehouse Inc.		

The property listed below is hereby seized as contraband by the Commissioner of Revenue under the authority granted in Chapter 297F of the Minnesota Statutes. The specific section(s) of the law under which this property is declared to be contraband is/are Minn. Stat. § 297F.21 Subd. (1-3), which state(s):

Subd. 2 - Seizure - Cigarettes, tobacco products, or other property made contraband by subdivision 1 (Contraband defined) may be seized by the commissioner or authorized agents or by any sheriff or other police officer, with or without process, and are subject to forfeiture as provided in subdivision 3 (Inventory, judicial determination; appeal; disposition of seized property).

Description of property seized	Description of property seized
1 pack - Al Capone Menthol	
1 pack - Djarum Black Cherry	
8 packs - Djarum Mild	
5 packs - Zanzibar x-treme	
15 packs - Dreams Chocolate	
9 packs - Dreams Cherry	
4 packs - Dreams Vanilla	
7 packs - Djarum Vanilla	

If you have questions about this seizure, contact the Minnesota Department of Revenue at:

Owner/Clerk Signature: _____

Inspection Agent Signature: _____

This notice is being served upon you by certified mail as required by Minnesota law.

You may also be served this notice in person. This property will automatically be forfeited to the State of Minnesota unless you demand a judicial review of the seizure within 60 days of the date of this notice.

How to demand a judicial review.

1. File a civil complaint with the court administrator in the county where the seizure occurred.
2. Include proof that you served a copy of the complaint on the Department of Revenue.
3. List your name as "plaintiff" and the seized property as "defendant" in the title of the complaint.
4. State the grounds on which you allege the property was improperly seized and what your ownership interest is in the property.

You do not have to pay the court filing fee if it is determined you cannot afford the fee. If the value of the seized property is \$10,000 or less, you can file an action in conciliation court to recover the property. If the value of the seized property is less than \$500, you do not have to pay the conciliation court filing fee.

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

Ordinance No. 1309

**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 9, 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:

The ordinance would prevent any new sexual offenders or predators from establishing a residence in the City that is within 1,500 feet of schools, playgrounds, parks, and licensed day cares in order to protect children in areas where children typically congregate. The ordinance would not apply to sexual offenders or predators who have legally established residence in the community as of the date of the publication of the ordinance.

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

Approved: _____

Published: _____

Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: October 3, 2016

DEPARTMENT: CITY ATTORNEY

ADMINISTRATOR: DPK

10-B

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

ACTION TO BE CONSIDERED:

Adopt 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 and Authorize its Publication.

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, City Staff is requesting time to find a uniform approach to addressing the trend. The most effective way to find that uniform approach is to adopt a moratorium (interim ordinance) for up to one year that would prevent the acceptance of any applications involving telecommunication facilities, including antennas, 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, or one year, whichever occurs first.

The ordinance was introduced on Sept. 19. This is a second reading.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

Ordinance No. 1310

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: OCTOBER 3, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: 

10-C

AGENDA ITEM: First Reading - Amendment to Ordinance for Right-of-Way Management

ACTION TO BE CONSIDERED:

Introduce for its first reading an Amendment to Ordinance for Right-Of-Way Management

OVERVIEW:

Staff has been exploring the implementation of a Right-of-Way Ordinance that would provide better regulations regarding the placement and maintenance of facilities in the right-of-way, as well as the recovery of the administrative costs that are associated with permit processing, construction monitoring, and follow up for utility construction within the City's right-of-way.

Staff spends a number of hours processing permits for private utility construction and dealing with complaints due to private utility restoration of pavement and boulevard areas every year. As allowed by Statute, the cost for administrative work for permitting private utilities can be recovered through permitting fees. Staff with assistance of the City Attorney and the League of Minnesota Cities Model Ordinance drafted a new Right-of-Way Management Ordinance that will require public right-of-way users to register with the City, file a permit for excavations and obstructions within the right-of-way, have a certificate of insurance with indemnifications on file with the City, and establishes permit fees, timing of restoration and patching work, remedies for failure to restore the right-of-way to the pre-existing condition, site inspection and the authority of the Engineer. In addition, the ordinance requires all new utilities to be placed underground and private utility companies to provide "as built" mapping of their facilities (Attachment A: Right-of-way Management Ordinance).

SOURCE OF FUNDS:

No fiscal impact at this time.

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

ORDINANCE NO. 1311

**AN ORDINANCE
ENACTING SOUTH ST. PAUL CITY CODE CHAPTER 54, ARTICLE VI
REGARDING RIGHT OF WAY MANAGEMENT**

The City Council of South St. Paul does ordain:

SECTION 1. ENACTMENT. South St. Paul City Code Chapter 54, Article VI is hereby adopted as follows:

ARTICLE VI – RIGHT OF WAY MANAGEMENT

Sec. 54-400. Findings, Purpose, and Intent.

To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the City strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances. This ordinance imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this ordinance, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work. Finally, this ordinance provides for recovery of out-of-pocket and projected costs from persons using the public rights-of-way.

This ordinance shall be interpreted consistently with Minn. Stat. §§ 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the “Act”) and the other laws governing applicable rights of the City and users of the right-of-way. This ordinance shall also be interpreted consistent with Minnesota Rules 7819.0050 – 7819.9950 where possible. To the extent any provision of this ordinance cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This ordinance shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

Sec. 54-401. Election to Manage the Public Rights-of-Way.

Pursuant to the authority granted to the City under state and federal statutory, administrative and common law, the City hereby elects, pursuant to Minn. Stat. § 237.163 subd. 2(b) to manage rights-of-way within its jurisdiction and to regulate excavations and obstructions within the public rights-of-way.

Sec. 54-402. Definitions.

The following definitions apply in this ordinance.

Abandoned Facility means a facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A Facility is not abandoned unless declared so by the right-of-way user.

Applicant means any person requesting permission to excavate or obstruct a right-of-way.

Construction Performance Bond means any of the following forms of security provided at permittee's option:

- (a) Individual project bond;
- (b) Cash deposit;
- (c) Security of a form listed or approved under Minn. Stat. § 15.73, subd. 3;
- (d) Letter of Credit, in a form acceptable to the City;
- (e) Self-insurance, in a form acceptable to the City;
- (f) A blanket bond for projects within the City, or other form of construction bond, for a time specified and in a form acceptable to the City.

Degradation means a decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct the right-of-way earlier than would be required if the excavation or disturbance did not occur.

Degradation Cost subject to Minnesota Rules 7819.1100 means the cost to achieve a level of restoration, as determined by the City at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota Rules parts 7819.9900 to 7819.950.

Delay Penalty is the penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

Department means the Engineering Department of the City.

Engineer means the Director of the Engineering Department of the City, or her or his designee.

Emergency means a condition that (1) poses a danger to life or health or of a significant loss of property; or (2) requires immediate repair or replacement of Facilities in order to restore service to a customer.

Equipment means any tangible asset used to install, repair, or maintain Facilities in any right-of-way.

Excavate means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

Excavation Permit means the permit which, pursuant to this ordinance, must be obtained before a person may excavate in a right-of-way. An Excavation permit allows the holder to excavate that part of the right-of-way described in such permit.

Excavation Permit Fee means money paid to the City by an applicant to cover the costs as provided in section 54-410.

Facility or Facilities means any tangible asset in the right-of-way required to provide Utility Service.

Hole means an excavation in the pavement, with the excavation having a length less than the width of the pavement.

Local Representative means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this ordinance.

Management Costs means the actual costs the City incurs in managing its rights-of-way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way permits. Management costs do not include payment by a telecommunications right-of-way user for the use of the right-of-way, the fees and cost of litigation relating to the interpretation of Minnesota Session Laws 1997, Chapter 123; Minn. Stat. §§ 237.162 or 237.163; or any ordinance enacted under those sections, or the City fees and costs related to appeals taken pursuant to section 54-426 of this ordinance.

Obstruct means to place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

Obstruction Permit means the permit which, pursuant to this ordinance, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein.

Obstruction Permit Fee means money paid to the City by a permittee to cover the costs as provided in section 54-410.

Patch or *Patching* means a method of pavement replacement that is temporary in nature. A patch consists of (1) the compaction of the subbase and aggregate base, and (2) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions.

Pavement means any type of improved surface that is within the public right-of-way and that is paved or otherwise constructed with bituminous, concrete, aggregate, or gravel.

Permit has the meaning given “right-of-way permit” in Minn. Stat. § 237.162.

Permittee means any person to whom a permit to excavate or obstruct a right-of-way has been granted by the City under this ordinance.

Person means an individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

Public Right-of-Way means the area on, below, or above a public roadway, highway, street, alleyway, transitway, cartway, bicycle lane or public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easements of the City. A right-of-way does not include the airwaves above a right-of-way with regard to cellular or other non-wire telecommunications or broadcast service.

Registrant means any person who (1) has or seeks to have its Equipment or Facilities located in any right-of-way, or (2) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its Facilities or Equipment in the right-of-way.

Restore or *Restoration* means the process by which an excavated right-of-way and surrounding area, including, but not limited to, turf, landscaping, pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

Restoration Cost means the amount of money paid to the City by a permittee to achieve the level of restoration according to state rules.

Right-of-Way Permit means either the excavation permit or the obstruction permit, or both, depending on the context, required by this ordinance.

Right-of-Way User means (1) a telecommunications right-of-way user as defined by Minn. Stat. § 237.162, subd. 4; or (2) a person owning or controlling a Service provided by a public utility as defined in Minn. Stat. § 216B.02, subd. 4 and 6; and who has a right under law, franchise, or ordinance to use the public right-of-way.

Service or Utility service means and includes:

- (a) Service provided by a public utility as defined in Minn. Stat. § 216B, subd. 4 and 6;
- (b) Services of a telecommunications right-of-way user, including the transporting of voice or data information;
- (c) Services provided by a cable communications system as defined in Minn. Stat. § 238.02, subd. 3;
- (d) Natural gas or electric energy or telecommunications services provided by a local government unit;
- (e) Services provided by a cooperative electric association organized under Minn. Stat. Chapter 308A; and
- (f) Water, sewer, steam, cooling or heating services.

Service Lateral means an underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises.

Supplementary Application means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

Telecommunication right-of-way user means a person owning or controlling a facility in the right-of-way, or seeking to own or control a Facility in the right-of-way that is used or is intended to be used for transporting telecommunication or other voice or data information. For purposes of this ordinance, a cable communication system defined and regulated under Minn. Stat. Ch. 238, and telecommunication activities related to providing natural gas or electric energy services whether provided by a public utility as defined in Minn. Stat. § 216B.02, a municipality, a municipal gas or power agency organized under Minn. Stat. Ch. 453 and 453A, or a cooperative electric association organized under Minn. Stat. Ch. 308A, are not telecommunications right-of-way users for purposes of this section.

Temporary Surface means the compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation. It is temporary in nature except when the replacement is of pavement included in the City's two-year plan, in which case it is considered full restoration.

Trench means an excavation in the pavement, with the excavation having a length equal to or greater than the width of the pavement.

Sec. 54-403. Franchises/Leases.

In addition to the requirements of this section, the City may require a public utility or cable operator who has or seeks to have facilities located in a public right-of-way to obtain a franchise, and may require other users of the public right-of-way to obtain a lease, if allowed by state law.

Sec. 54-404. Administration.

The Engineer is the principal City official responsible for the administration of the rights-of-way, right-of-way permits, and the ordinances related thereto. The Engineer may delegate any or all of the duties hereunder.

Sec. 54-405. Registration Requirement.

(a) *Registration.* Each public right-of-way user must register with the City. Registration will be deemed complete upon the public right-of-way user submitting to the City a completed registration form furnished by the city and paying the registration fee. A right-of-way user is required to update its registration within 60 days after any change of the information contained in a current registration statement. Registration must be renewed annually.

(b) *Registration Prior to Work.* No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof, in any right-of-way without first being registered with the City.

(c) *Exceptions.* Persons engaged in the following activities are not deemed to use or occupy the right-of-way, and are not governed by this section, but may be governed by other City Code sections:

- (1) Installing mail boxes; or
- (2) Engaging in block parties, parades or other special events or activities that are addressed through another permitting process with the City; or
- (3) Engaging in snow removal activities.

(d) *Gopher One Call.* Nothing in this section relieves a person from complying with the provisions of Minn. Stat. Ch. 216D, Gopher One Call law.

Sec. 54-406. Registration Information.

(a) *Information Required.* The information provided to the City at the time of registration shall include, but not be limited to:

- (1) Each registrant's name, address and email address, if applicable, and telephone facsimile numbers.

- (2) The name, address and email address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.
- (3) A certificate of insurance or self-insurance verifying the coverage required in section 54-425.
- (4) Other information as the Engineer may require.

(b) *Notice of changes.* The registrant shall keep all of the information listed above current at all times by providing to the City information as to changes within fifteen (15) days following the date on the which the registrant has knowledge of any change.

(c) *Transfer of Ownership or Interest.* Within 30 days after a public right-of-way registrant transfers, sells, or otherwise conveys ownership or interest in facilities to another person, the registered public right-of-way user must notify the City of the date of the conveyance and the name of the transferee. Within 60 days after the conveyance a new registration fee must be paid.

Sec. 54-407. Permit Requirement.

(a) *Permit Required.* Except as otherwise provided in this Code, no person may obstruct or excavate any right-of-way without first having obtained the appropriate right-of-way permit from the City.

- (1) *Excavation Permit.* An excavation permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right of way by placing facilities described therein, to the extent and for the duration specified therein, including, but not limited to, pet containment systems, irrigation systems, driveway approach, curb.
- (2) *Obstruction Permit.* An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right-of-way by placing equipment or materials described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.

(b) *Permit Extensions.* No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit, unless (i) such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and (ii) a new permit or permit extension is granted.

(c) *Delay Penalty.* In accordance with Minnesota Rule 7819.1000 subp. 3, and notwithstanding subsection 54-407(b), the City shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be set in the fee schedule.

(d) *Permit Display*. Permits issued under this ordinance shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the City.

Sec. 54-408. Permit Applications.

Application for a permit is made to the City and must be signed by the registrant. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with, the requirements of the following provisions:

- (a) Registration with the City pursuant to this ordinance;
- (b) The applicant's name, street address, e-mail address, telephone number, and facsimile telephone number;
- (c) The local representative's name, street address, e-mail address, telephone number, facsimile telephone number, and current information regarding how to contact the local representative in an emergency;
- (d) The name, street address and telephone number of the person(s) or entities, other than the applicant, to perform the project work or any portion of it;
- (e) A certificate of insurance or self-insurance verifying the coverage required in this section;
- (f) One copy of scaled drawings, or other drawings meeting requirements established by the Engineer, showing:
 - (1) The location and area of the proposed project and the location of all known existing and proposed facilities owned or operated by the applicant;
 - (2) The proposed location of the facility within the right-of-way and scaled dimensions of the facility from an existing physical topographic feature (such as "back of curb," "edge of bituminous road");
 - (3) All existing physical topographic features (trees, shrubs, culverts, driveways, fences, street signs) and all municipal utilities that lie within ten feet of the proposed facility location;
 - (4) The location of any public streets, alleys, sidewalks, or trails that will be disrupted by the work; and
 - (5) The location of any public streets, alleys, sidewalks, or trails that will be temporarily closed to traffic or obstructed by the work;
- (g) A description of methods to be used for restoration of streets or boulevards;

(h) Payment of money due the City for:

- (1) Permit fees, estimated restoration costs and other management costs;
- (2) Prior obstructions or excavations;
- (3) Any undisputed loss, damage, or expense suffered by the City because of applicant's prior excavations or obstructions of the rights-of-way of any emergency actions taken by the City;
- (4) Franchise fees or other charges, if applicable.

(i) Payment of disputed amounts due the City by posting security or depositing in an escrow account an amount equal to at least 100% of the amount owing.

(j) City may require posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the City deems the existing construction performance bond inadequate under applicable standards.

Sec. 54-409. Issuance of Permit; Conditions.

(a) *Permit Issuance.* If the applicant has satisfied the requirement of this ordinance, the City shall issue a permit.

(b) *Conditions.* The City may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare of when necessary to protect the right-of-way and its current use. A permittee must comply with all conditions of the permit.

Sec. 54-410. Permit Fees.

(a) *Establishment.* Permit fees will be established to recover the city management costs and, when applicable, restoration costs. The permit fees are set in the fee schedule. No permit fee will be required for an obstruction or excavation permit issued to the City, although the city must be allocated its full portion of the city management costs in calculating the permit fees.

(b) *Payment Required.* No permit will be issued unless the applicable permit fee has been paid.

(c) *Work Without a Permit.* Except as otherwise provided in section 54-416, a person who obstructs or excavates in the right-of-way before obtaining a permit must pay double the normal fee for the permit.

(d) *Non Refundable.* Permit fees are not refundable.

(e) *Application to Franchises.* Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

Sec. 54-411. Right-of-Way Patching and Restoration.

(a) *Timing.* The work to be done under the excavation permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under subsection 54-412(d).

(b) *Patch and Restoration.* Permittee shall patch its own work. The City may choose either to have the permittee restore the right-of-way or to restore the right-of-way itself.

- (1) *City Restoration.* If the City restores the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the City, within thirty (30) days of billing, all costs associated with correcting the defective work.
- (2) *Permittee Restoration.* If the permittee restores the right-of-way itself, it shall at the time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rule 7819.3000.
- (3) *Degradation Fee in Lieu of Restoration.* In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for patching and the degradation fee shall not include the cost to accomplish these responsibilities.

(c) *Standards.* All restoration must be in accordance with the written standards and materials specified by the city, which must comply with state standards. Subject to state rules, the city may prescribe additional restoration procedures and standards on a case-by-case basis based on the following considerations:

- (1) The number, size, depth and duration of the excavation, disruption or damage to the public right-of-way;
- (2) The traffic volume carried by the public right-of-way;
- (3) The character of the neighborhood surrounding the public right-of-way;
- (4) The pre-project condition of the public right-of-way;
- (5) The remaining life expectancy of the public right-of-way due to the project;

- (6) The costs of the restoration method in relation to the prevention of an accelerated depreciation of the public right-of-way that could result due to the project work in the public right-of-way; and
- (7) The likelihood that the particular restoration method would be effective in slowing the depreciation of the public right-of-way that would otherwise occur.

(d) *Duty to Correct Defects.* The permittee shall correct defects in patching or restoration performed by permittee or its agents. The permittee upon notification from the City shall correct all restoration work to the extent necessary, using the method required by the City. Said work shall be completed within five (5) calendar days of the receipt to the notice from the City, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under subsection 54-412(d).

(e) *Failure to Restore.* If the permittee fails to restore the right-of-way in the manner and to the condition required by the City, or fails to satisfactorily and timely complete all restoration required by the City, the City at its option may do such work. In that event the permittee shall pay to the City, within thirty (30) days of billing, the cost of restoring the right-of-way. In addition to other remedies at law, future permits may be denied for failing to pay previously billed costs of restoring the right-of-way.

Sec. 54-412. Other Obligations.

(a) *Limitation on Area.* A right-of-way permit is valid only for the area right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area (i) make application for a permit extension and pay any additional fees required thereby, and (ii) be granted a new permit or permit extension.

(b) *Limitations of Dates.* A right-of way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

(c) *Compliance with Other Laws.* Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the City or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable Codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

(d) *Seasonally Prohibited Work or Unreasonable Conditions.* Except in an emergency, and with the approval of the City, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

(e) *Interference with Right-of-Way.*

(1) A permittee or registrant must not obstruct a public right-of-way and must not hinder the natural free and clear passage of water through the gutters or other waterways, except as expressly authorized by the permit. Project operations and work must be conducted in a manner to ensure the least obstruction to and interference with present and continued use of the public right-of-way.

(2) Personal vehicles of those doing work in the public right-of-way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations.

(3) The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

(f) Reasonable precautions must be taken as necessary to avoid creating unsafe or unsanitary conditions. Precautions including appropriate signage must be taken to ensure the safety of the general public, employees, invitees and those who require access to abutting property.

(g) The permittee must maintain access to all properties and cross streets during project work, including emergency vehicle access.

(h) The permittee must provide 48-hour written notice, using the standard city form, to abutting property owners before commencement of any project work that may disrupt the use of and access to the abutting property.

(i) The permittee must comply with the state's uniform traffic manual for traffic control at all times during any project work and must protect and identify excavations and work operations with barricade flags in the daylight hours and by warning lights at dusk and night.

(j) When a trail or drive has been cut, the appropriate signs must be kept in place and maintained until restoration is complete.

(k) The permittee must provide proper trench protection as required by federal and state occupational safety regulations to prevent any cave-in, injury to property or persons, or enlargement of the excavation.

(l) Excavations, trenches and jacking pits off the roadway surface area or adjacent to the roadway or curbing must be sheathed and braced. When unattended, all excavations, trenches and jacking pits must be protected to prevent surface drainage from entering the excavation, trench, or jacking pit.

(m) The permittee must coordinate project work and installation of facilities in co-locations involving other public right-of-way users.

(n) The permittee must physically locate property lines abutting the project work. The permittee must replace, with the services of a Minnesota-licensed surveyor, any property corners or monuments disturbed as a result of the project.

(o) The permittee must daily remove all dirt or debris from sidewalks, trails, public and private roadway surfaces, curbs and gutters during project work.

(p) *County or State Rights-of-Way.* A public right-of-way user who is required to obtain a county or state permit for excavation or obstruction in a county or state right-of-way within the city must provide notification of the proposed activity to the Engineer within one week after obtaining the permit but no less than 48 hours before the activity would begin.

(q) *Supplementary Notification.* If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the City of the accurate information as soon as this information is known.

Sec. 54-413. Denial of Permit.

The City may deny a permit for failure to meet the requirements and conditions of this ordinance or if the City determines that the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use.

Sec. 54-414. Installation Requirements.

The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minnesota Rules 7819.1100 and 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minn. Stat. §§ 237.162 and 237.163. Installation of service laterals shall be performed in accordance with state law and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the City in the applicable permits and/or agreements referenced in subsection 54-419(c).

Sec. 54-415. Inspection.

(a) *Notice of Completion.* When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance with Minnesota Rule 7819.1300.

(b) *Site Inspection.* Permittee shall make the work-site available to the City and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

(c) *Authority of Engineer.*

- (1) At the time of inspection, the Engineer may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.
- (2) The Engineer may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or Codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the Engineer that the violation has been corrected. If such proof has not been presented within the required time, the Engineer may revoke the permit pursuant to section 54-417.

Sec. 54-416. Work Done Without a Permit.

(a) *Emergency Situations.* Each registrant shall immediately notify the Engineer of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher One Call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this ordinance for the actions it took in response to the emergency.

(b) *Emergency Work by City.* If the City becomes aware of an emergency regarding a registrant's facilities, the City will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In the event, the City may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

(c) *Non-Emergency Situations.* Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by the Code, deposit with the City the fees necessary to correct any damage to the right-of-way, and comply with all the requirements of this ordinance.

Sec. 54-417. Revocation of Permits.

(a) *Substantial Breach.* The City reserves the right, as provided herein, to revoke any right-of-way permit, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:

- (1) The violation of any material provision of the right-of-way permit;

- (2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
- (3) Any material misrepresentation of fact in the application for a right-of-way permit;
- (4) The failure to complete the work in a timely manner, unless a permit extension is obtained or unless the failure to complete the work is due to reasons beyond the permittee's control; or
- (5) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to section 54-415.

(b) *Notice of Breach.* If the Engineer determines that the basis for revocation exists, the Engineer may initiate revocation of the permit. If the violation is related to non-complying project work, the Engineer must notify the permittee of the actions necessary to remedy the violation and the date by which the correction must be completed, which must be a reasonable period of time. The Engineer may impose additional or revised conditions on the permit to mitigate or remedy the violation. If correction of the non-complying work is not completed within the required time or if another basis for revocation exists, the Engineer must provide written notice to the permittee of the basis for revocation.

(c) *Revocation Costs.* If a permit is revoked, the permittee must reimburse the City for its reasonable costs (including restoration costs) incurred in connection with the revocation.

Sec. 54-418. Installation of Underground Facilities.

The permittee must comply with the following requirements when installing underground facilities:

(a) Underground facilities must, where reasonably possible, be installed outside the paved or improved area, in places with the least potential for future conflict. If unable to install outside the paved or improved area, the installation must be as close to the edge of the roadway surface as possible to allow access to the facilities without unnecessarily disturbing paved areas of the roadway.

(b) Public right-of-way alignment and grade must be maintained.

(c) Fiber facilities must be buried in a proper conduit and at a depth of no less than three feet and no more than four feet; copper facilities below concrete or bituminous paved roadway surfaces must be buried at a depth of no less than three feet and no more than four feet, and all other copper facilities must be buried at a depth of no less than 30 inches and no more than four feet.

(d) Except for gas, all underground facilities that cross streets or hard surfaced driveways must be bored and installed in conduit when requested by the City.

(e) When required, the permittee must excavate an observation hole over a city utility to ensure that a city utility is not damaged.

(f) If the project work involves an open cut, the permittee must install visual tracers 18 inches over buried facilities. If other construction methods are used, alternative location methods may be used upon approval by the City.

(g) During plowing or trenching of facilities, a warning tape must be placed at a depth of 18 inches above copper cables with over 200 pairs and fiber facilities, and a locating wire or conductive shield must be installed above buried telecommunication facilities, except for dielectric cables.

(h) Restoration of areas disturbed by facilities must include returning the right-of-way to the same condition that existed before excavation in accordance with Minnesota Rules, which indicate maximum limits of restoration methods and area requirements that the City can impose. The City and right-of-way user may agree to a lesser requirement. The right-of-way user is responsible for all of its work done in the public right-of-way, whether by employees, agents, or independent contractors. Restoration must include compaction of the materials placed in the excavation of the sub grade and aggregate base, plus pavement replacement, in kind. All work must be performed according to the City's specifications and drawings. Installation of service laterals must be performed in accordance with Minnesota Rules and this section.

(i) All facilities must be located so as to not interfere with existing and potential future traffic signals and signs.

(j) Unless approved by the Engineer, all above ground appurtenances must be located no closer than ten feet from city hydrants, waterline valves, manholes, lift stations, and catch basins; not in front of any city or private sign, monument or amenity for facilities or parks; and no closer than two feet from sidewalks and trails.

(k) Underground facilities must not be installed within five feet of hydrants, waterline valves, lift stations, manholes or catch basins, unless approved by the Engineer.

(l) Underground facilities must not be installed between a hydrant and an auxiliary valve.

(m) The location and installation of telecommunications facilities must comply with the national electric safety code, as incorporated by reference in Minnesota Statutes.

(n) Permittees employing trenchless excavation methods, including horizontal directional drilling, must follow all requirements set forth in Minnesota Statutes and Rules, and must use potholing or open cutting in order to determine the precise location of marked underground utilities before excavating. In addition, permittees employing trenchless excavation methods must not install facilities at a depth greater than four feet below grade, unless specifically approved by the Engineer.

Sec. 54-419. Mapping Data.

(a) *Information Required.* Each registrant and permittee must provide “as built” mapping information in accordance with state rules and in a format acceptable to the City, providing the following:

- (1) The location of all of its underground and above ground facilities and their appurtenances in the public right-of-way, identified by:
 - a. offsets from property lines, distances from the centerline of the public right-of-way and from curb lines and other reference points as requested by the City; or
 - b. Coordinates derived from the coordinate system being used by the City or any other system agreed upon by the right of way user and the City; and
 - c. Approximate depth of facilities;
- (2) The type, quantity and size of the facilities;
- (3) A dimensional description of aboveground appurtenances;
- (4) A legend explaining symbols, characters, abbreviations, scale and other data shown on the map;
- (5) The information in subsections 54-419(a)(1-4) also for restoration work; and
- (6) The information in subsections 54-419(a)(1-4) also for abandoned facilities that remain in place.

(b) *Submittal Requirements.*

- (1) Within six months after the adoption of this ordinance, all public right-of-way users that own or control facilities within public rights-of-way within the City on that date must submit the detailed mapping including restoration data in accordance with this section for all facilities located within the public rights-of-way. Following initial mapping, all right-of-way users must by April 1st of every year submit either (1) detailed mapping for all new facilities and restoration located within public rights-of-way in the City during the preceding calendar year, or (2) certification that no new facilities and restoration were installed.
- (2) At the request of any public right-of-way user, information required by the City that qualifies as “trade secret” data under Minnesota law will be protected accordingly.

(c) *Service Laterals.* The holder of a permit for the installation or repair of service laterals, other than minor repairs as defined in Minnesota Rules, must establish the horizontal locations of installed service laterals and, when the Engineer reasonably requires it, the vertical locations of

service laterals. Permittees or their subcontractors must submit this information to the Engineer in a form reasonably satisfactory to the Engineer within 30 days after completion of the work. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or the denial of future permits to the offending permittee or its subcontractors.

Sec. 54-420. General Public Right-of-Way Regulations.

(a) Placement, location, and relocation of facilities must comply with the Act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000, to the extent the rules do not limit authority otherwise available to cities.

(b) *Corridors.* The City may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that is or, pursuant to current technology, the City expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the City involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue.

Any registrant who has facilities in the right-of-way in a position at variance with the corridors established by the City shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, unless this requirement is waived by the City for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs and hardship to the registrant.

(c) *Limitation of Space.* To protect health, safety, and welfare, or when necessary to protect the right-of-way and its current use, the City shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the City shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future City plans for public improvements and development projects which have been determined to be in the public interest.

(d) *Damage to Other Facilities.* When the City does work in the right-of-way and finds it necessary to maintain, support, or move a registrant's facilities to protect it, the City shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damage. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the City's response to an emergency occasioned by that registrant's facilities.

(e) *Nuisance.* One year after the passage of this ordinance, any facilities found in a right-of-way that have not been registered shall be deemed to be a nuisance. The City may exercise any

remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance or taking possession of the facilities and restoring the right-of-way to a useable condition.

(f) *Pre-excavation Facilities Location.* In addition to complying with the requirements of Minn. Stat. §§ 216D.01-.09 (“One Call Excavation Notice System”) before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and vertical placement of all said facilities. Any registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

Sec. 54-421. Undergrounding.

(a) *Purpose.* The purpose of this section is to promote the health, safety and general welfare of the public and is intended to foster (1) safe travel over the right-of-way, (2) non-travel related safety around homes and buildings where overhead feeds are connected and (3) orderly development in the City. Location and relocation, installation and reinstallation of Facilities in the right-of-way must be made in accordance with this section.

(b) *Undergrounding of Facilities.* Unless otherwise agreed in a franchise between the applicable right-of-way user and the City, Facilities in the right-of-way must be located or relocated and maintained underground in accordance with this section and applicable construction standards.

(c) *Undergrounding of Permanent Replacement, Relocated or Reconstructed Facilities.* A permanent replacement, relocation or reconstruction of a facility of more than 300 feet must be located, and maintained underground, with due regard for seasonal working conditions. For purposes of this section, reconstruction means any substantial repair of or any improvement to existing facilities. Undergrounding is required whether a replacement, relocation or reconstruction is initiated by the right-of-way user owning or operating the facilities, or by the City in connection with:

- (1) The present or future use by the City or other local government unit of the right-of-way for a public project,
- (2) The public health or safety, or
- (3) The safety and convenience of travel over the right-of-way.

(d) *Exceptions to Undergrounding.* The following exceptions to the strict application of this section will be allowed upon the conditions stated:

- (1) *Technical/Economic Feasibility; Promotion of Policy.* Above-ground installation, construction, or placement of facilities will be allowed in residential, commercial and industrial areas where the City Council finds that:

- a. Underground placement would place an undue financial burden upon the landowner, ratepayers, or right-of-way user or would deprive the landowner of the preservation and enjoyment of substantial property rights;
 - b. Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions that adversely affect underground facilities placement; or
 - c. The right-of-way user clearly and convincingly demonstrates that none of the purposes under subsection 54-420(a) would be advanced by underground placement of facilities on the project in question, or the City determines on its own review that undergrounding is not warranted based on the circumstances of the proposed undergrounding.
- (2) *Temporary Service.* Above-ground installation, construction, or placement of temporary service lines will only be allowed:
- a. During new construction of any project for a period not to exceed three months;
 - b. During an emergency in order to safeguard lives or property within the city; or
 - c. For a period of not more than seven months when soil conditions make excavation impractical.
- (3) *Developer Responsibility.* All owners, platters, or developers are responsible for complying with the requirements of this section, and before final approval of any plat or development plan, must submit to the Engineer written instruments from the appropriate right-of-way users showing that all necessary arrangements for installation of such facilities have been made.

Sec. 54-422. Right-of-Way Vacation.

(a) *Reservation of Right.* If the City vacates a public right-of-way that contains the facilities of a public right-of-way user and the vacation does not require the relocation of the facilities, the City must reserve, for itself and the public right-of-way user, the right to install, maintain and operate facilities in the vacated public right-of-way and to enter upon the public right-of-way at any time for the purpose of reconstruction, inspecting, maintaining or repairing the facilities.

(b) *Relocation of facilities.* If the vacation requires the relocation of the public right-of-way user's facility, and the vacation proceedings are initiated by the public right-of-way user or the City for a public project, the public right-of-way user must pay the relocation costs. If the vacation proceedings are initiated by a person or persons other than the public right-of-way user or the City, the initiating person or persons must pay the relocation costs.

Sec. 54-423. Indemnification and Liability.

(a) *Limitation of Liability.* Issuance of a public right-of-way permit does not impose any liability on the City for (a) injuries to persons, damage to property or loss of service claims by parties other than the permittee or the City, or (b) claims or penalties resulting from the installation, presence, maintenance or operation of facilities by registrants or permittees or activities of registrants or permittees.

(b) *Indemnification.* A registrant or permittee must indemnify and defend the City, its officials, employees and agents to the maximum extent that is allowed under Minnesota Rule 7819.1250.

Sec. 54-424. Abandoned and Unusable Facilities.

(a) *Discontinued Operations.* A registrant who has determined to discontinue all or a portion of its operation in the City must provide information satisfactory to the City that the registrant's obligations for its facilities in the right-of-way under this ordinance have been lawfully assumed by another registrant.

(b) *Removal.* Any registrant who has abandoned facilities in any right-of-way shall remove it from that right-of-way or required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the City.

Sec. 54-425. Insurance.

All certificate(s) of insurance or self-insurance required under this section must provide that:

(a) An insurance policy has been issued to the applicant by an insurance company authorized to do business in the state of Minnesota, or that the applicant has a form of self-insurance acceptable to the Engineer;

(b) The applicant is insured against claims for personal injury, including death, and property damage arising out of the (1) use and occupancy of the public right-of-way by the permittee, its officers, agents, and employees, and (2) placement and use of facilities and equipment in the public right-of-way by the permittee, its officers, agents, and employees, including protection against liability from completed operations, damage of underground facilities and collapse of property;

(c) The City is named as an additional insured for the coverages required under this section;

(d) The City must be notified 30 days in advance of cancellation of the policy or material modification of a coverage term; and

(e) The coverages and amounts of coverage are as required by the City.

The City may require a copy of the actual insurance policies.

Sec. 54-426. Appeal.

A right-of-way user that: (1) has been denied registration; (2) had been denied a permit; (3) has had a permit revoked; (4) believes that the fees imposed are not in conformity with Minn. Stat. § 237.163, Subd. 6; or (5) disputes a determination of the Engineer regarding subsection 54-417 may have the denial, revocation, fee imposition, or decision reviewed, upon written request, pursuant to city code chapter 38. A decision by the independent hearing officer affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing reasonableness of the decision.

Sec. 54-427. Vacating Public Lands, Streets and Alleys.

(a) *Procedure.* Upon its own motion, or upon petition of a majority of abutting landowners, with a vote of four of its members, the City Council may vacate any street, alley or public right of way within the City. The vacation must be adopted by ordinance.

(b) *Petitions.* Petitions must give a full statement of facts, contain a plat of the property in question, be verified by at least one petitioner, be accompanied by satisfactory proof of title to the property, and include the filing fee set by the City.

(c) *Notice.* Notice of the hearing will be mailed to abutting property owners one week prior to the hearing. The notice must also be published in the official newspaper for one week prior to the hearing.

(d) *Recommendations.* The City Council may secure recommendations from public officials, commissions, private individuals, and may authorize payment for advisory services regarding the vacation.

(e) *Costs.* Upon granting any vacation, the City Council may require payment of all costs of the proceedings to compensate the City for its costs, and may impose any additional conditions deemed desirable in the public interest.

(f) *Rights preserved.* No vacation prevents the City's right or the right of any other individual or organization from later coming upon the property to repair or attend to lawfully established public utility installations, or to continue to keep and use lawfully established public utility installations on the property.

(g) *Filing.* After granting any vacation, the City may execute and deliver a quitclaim deed documenting the vacation.

SECTION 2. REPEALER. South St. Paul City Code Chapter 54, Article I, Sec. 54-2 Vacating Streets is hereby repealed.

SECTION 3. REPEALER. South St. Paul City Code Chapter 54, Article I, Sec. 54-6 Use of Public Streets for Utilities is hereby repealed.

SECTION 4. REPEALER. South St. Paul City Code Chapter 54, Article II Undergrounding is hereby repealed.

SECTION 5. REPEALER. South St. Paul City Code Chapter 54, Article III Excavating is hereby repealed.

SECTION 6. SUMMARY PUBLICATION. Pursuant to Minn. Stat. § 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 Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire Ordinance:

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this _____ day of _____, 2016.

Ayes: Nays:

Attest:

Mayor
Beth Baumann

City Clerk
Christy Wilcox



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: COMMUNITY DEVELOPMENT-PLANNING

ADMINISTRATOR: SPK

10-D

AGENDA ITEM: Twin City Tanning Building Addition and Parking Variances – 501 Malden St.

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-179 approving a 12.5-foot front setback variance and a 20-foot parking street frontage setback variance for the property at 501 Malden Street.

REQUEST AND BACKGROUND:

Twin City Tanning is proposing a 6,254 square foot addition to the southwest side of their existing building. The proposed addition would allow them to maintain an existing collagen operation that they have in the existing building but the building does not have the required clearance heights. The proposed addition would be 17.6 feet from the property line and thus would require a variance of 12.4 feet from the Industrial District setback requirements. In addition to the proposed addition the applicants are also proposing to build a 23 space parking lot at the southwest corner of the property that would replace parking currently in the area of the proposed addition. The proposed parking lot would require a setback variance for the southeasterly spaces.

PUBLIC HEARING:

A public hearing for the proposed variances were held at the September 7, 2016 Planning Commission meeting. There was no one present to speak for or against the application other than the applicants and their consultants. Paul Rogosheske, attorney for Twin City Tanning, and Dick Gunderson, contractor for Twin City Tanning spoke to the proposed addition. The applicants also brought Chuck McGinley of St. Croix Sensory to speak to questions about odors that might be generated from the proposed addition and also to speak to other improvements to their odor mitigation systems that are underway elsewhere on the property but are unrelated to the specific addition project. Commissioners inquired about potential odors from the addition, odors from the existing facility, and exterior storage as noted in the staff report. It was noted that the applicant would return with a separate Conditional Use Permit application to address the exterior storage questions.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their September 7, 2016 meeting and at the conclusion of the meeting the Commissioners voted to recommend approval of the requested variances (4-2).

STAFF RECOMMENDATION:

The staff recommendation is to approve the variances subject to the conditions as noted in Resolution 2016-179.

60-DAY REVIEW DEADLINE: October 7, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-179

**A RESOLUTION APPROVING BUILDING AND PARKING SETBACK
VARIANCES FOR 501 MALDEN STREET**

WHEREAS, the City received an application from Gunderson Construction, Inc. on behalf of Twin City Tanning (TCT) for a front setback variance of 12.5 feet to allow a building addition and a parking setback variance of 20 feet to allow a portion of a proposed parking lot to extend up to a property line, the variances are both for the property at 501 Malden Street and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their September 7, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the variances at their September 7, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Findings. The City Council determines that the proposed variances will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, the request is in harmony with the purpose and intent of the ordinance, the terms were consistent with the Comprehensive Plan, the property owner proposed to utilize the property in a reasonable manner, the plight of the property owner is due to circumstances unique to the property, and that the variance would not alter the essential character of the neighborhood.
3. Variance. The proposed Variances 12.5 feet for front setback and 20 feet for the front parking setback on the property at 501 Malden Street are hereby approved subject to the following conditions:

Resolution No. 2016-179
October 3, 2016
Page 3 of 3

Exhibit A

Revised plans will be needed relating the parking lot area and stormwater treatments.

Discussion ensued regarding the vision for the 494 corridor. The building meets the standards and the side facing 494 would require screening for less visibility.

Commissioner Yendell queried about the soil conditions. The site has soft soils and is a construction landfill that is in need of excavation. Staff stated the applicant has the wherewithal to undertake the project.

Mr. Danner stated Braun-Intertec is undertaking environmental studies. A Phase I has been completed and Phase II will start shortly. He estimates 400,000 cu. yds. of rubble on the site which can be excavated and crushed in 4 years; however, he cannot be certain there isn't more until the Phase II is completed.

No correspondence was received nor was anyone present to comment on the application.

Commissioner Krueger stated this is an excellent way to clean up the site and provide an increase in tax base.

Chair Ross stated the Council reviewed the request at a Worksession and asked if any guidance was suggested. Mr. Hellegers reported the Council is interested in making the site developable; however, there are tradeoffs. While storage and stockpiling is not in the vision it will lead to making a vacant parcel developable.

Chair Ross asked the applicant if he is aware of the conditions of approval and if he takes exceptions to any of the conditions. The applicant stated he will do his best to be finished in the 4-year timeframe; however, if the Phase II reveals that debris is 27' feet throughout the entire site he will be unable to complete the project in that time.

Motion to approve Variances of 13.5% for the minimum building size, a CUP for a gas/diesel fueling station and exterior storage of equipment and an Interim Use Permit for temporary concrete rock crushing and stockpiling for the property at 600 Verderosa Avenue subject to conditions #1-11 in staff's report – Krueger/Humenik (6-0)

E. Twin City Hide Building Addition and Site Plan Amendment (501 Malden St.): Consider a request for a 6,254 square foot building addition to the southwest side of the existing facility and the addition of a parking lot at the SW corner of Clinton and Malden.

Mr. Hellegers reported Twin City Tanning is proposing construction of a 6,254 square foot addition to the southwest side of their existing facility. The proposed addition would be a refrigerated space to accommodate an additional process to the collagen processing that is currently taking place at the site. The addition does not meet setback requirements in the Industrial District and would require a variance of 12.4 feet. Additionally, the applicants are proposing a 23-space parking lot at the southwest corner to replace the parking lost with construction of the proposed addition. A setback variance would be needed for the southeasterly spaces of the proposed parking lot.

Commissioner Pachl expressed concerns with the source of odors and odor control. Mr. Hellegers reported the applicant is not the only source of odors. The odors are localized with the use of a scrubber system within the building.

Commissioner Felton asked if the applicant has been a good neighbor. Mr. Hellegers responded that a recent site visit revealed exterior storage issues (pallets and containers) that are manageable and will be dealt with.

Commissioner Humenik asked if the building meets the architectural standards to which Mr. Hellegers responded the current building is concrete and the plans submitted depict a similar precast concrete structure with windows on the proposed addition. The addition is under the size that is required to following the architectural standards.

The applicant's representative Paul Rogosheske presented charts explaining the filtration system. Chemical engineer Paul McGinley reported the facility will be refrigerated with no increase of odors or exhaust. Mr. McGinley explained how the collagen process works stating the product will be cured on site and made into an edible casing food product which will produce additional income for the company. Additional improvements will be made to the other part of the plant relating to the existing odor control system including renovation of the existing scrubber to bring it up to full design capacity, new ducting, air flow lines and control valves.

Commissioner Humenik expressed concern with the wastewater treatment to which Mr. Rogosheske indicated the applicant is working with Met Council on conditional permits for wastewater; however, that may be 2-3 years away.

Discussion ensued regarding 3 exterior storage pods/containers and other accumulated material around the pods. The applicant is open to applying for a CUP but the area can certainly be condensed and cleaned up. Space may be available inside the building for some of the material.

Commission Pachl stated that the collagen process is an additional step the company didn't do previously and queried about the future production plans. Mr. Gunderson stated storage capacity will maximize the addition space which cannot be expanded.

Commissioner Yendell asked if the scrubber is tied to this project. Mr. Gunderson reported it is not but the company is operating in good faith in regard to odor control and is in line with the odor management plan. Further discussion ensued regarding odor control. The building addition will have no impact on odors.

No correspondence was received nor was there anyone present to comment on the application.

Commissioner Pachl stated based on the plans and layout the project makes sense.

Motion to approve the variance request for a 12.4-foot front yard setback for the building and a parking lot setback of 20-feet for the property at 501 Malden Street subject to

conditions #1-8 in the staff report – Pacht/Ross – (4-2) – Motion passed.

F. Accessory Building Ordinance Amendments - Amending Section 118-121 of the Zoning Code to allow up to two accessory structures to include one garage and one accessory structure.

Chair Ross reported this item was continued from the July and August Planning Commission meetings stating there are two recommendations before the Planning Commission or to leave the existing language as it is.

Discussion ensued regarding the two options:

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

Commissioners Ross and Kruger were in agreement that alternative A is the best option.

Commissioners Felton and Yendell opined to leave the language as is. Commissioner Pacht stated the requests are not frequent and in his opinion it is beneficial to look at each case individually as the requests are lot specific.

Motion to approve Option A – Ross/Krueger (2-4) – motion failed.

Motion to approve leaving the language as it currently exists – Felton/Pacht (4-2) motion passed.

Motion to adjourn at 9:14 P.M. – Yendell/Humenik (6-0).

McGINLEY ASSOCIATES, P.A.



22 September 2016

Peter Hellegers, AICP
City Planner
City of South St. Paul
125 Third Avenue North
South St. Paul, Minnesota 55075
FAX 651-554-3211
peter.hellegers@southstpaul.org

RE: Twin City Tanning Collagen Room Addition & Odor Management

Dear Mr. Hellegers,

The proposed 5,000 sq ft. Collagen Room Addition will be refrigerated; maintained at 55°-60°F for storage and processing collagen. The interior space will be provided with a self-contained air scrubber that will clean the odors from the air within the space. The cleaning will be via water washing and filter media that is selected to remove ammonia and hydrogen sulfide vented from two rotating processing drums. This air circulation system will clean the air and return it back into the processing room. There will be no exhaust from the collagen room, therefore, there will be no odors exhausted. All the cleaned air will remain inside the Collagen Room Addition.

Please see the attached process schematic that illustrates the planned collagen storage and processing. The schematic includes the planned "Room-Air Filter" servicing the two rotating process drums. The rotating drums will discharge water that is used during the collagen processing. The discharged water will be routed to a sump and will be pumped to the existing tannery waste water treatment system prior to being discharged to the sewer system. The collagen process water will not increase the odors from the existing water treatment system.

To further act on Twin City Tanning's odor management strategy, the existing hydrogen sulfide scrubber will be rejuvenated to return it to the original design, which is two stages of air scrubbing and 15,000 cubic feet per minute exhaust capacity. The Tannery's existing exhaust system will be upgraded to include control valves that will optimize process venting from the existing tanning operations.

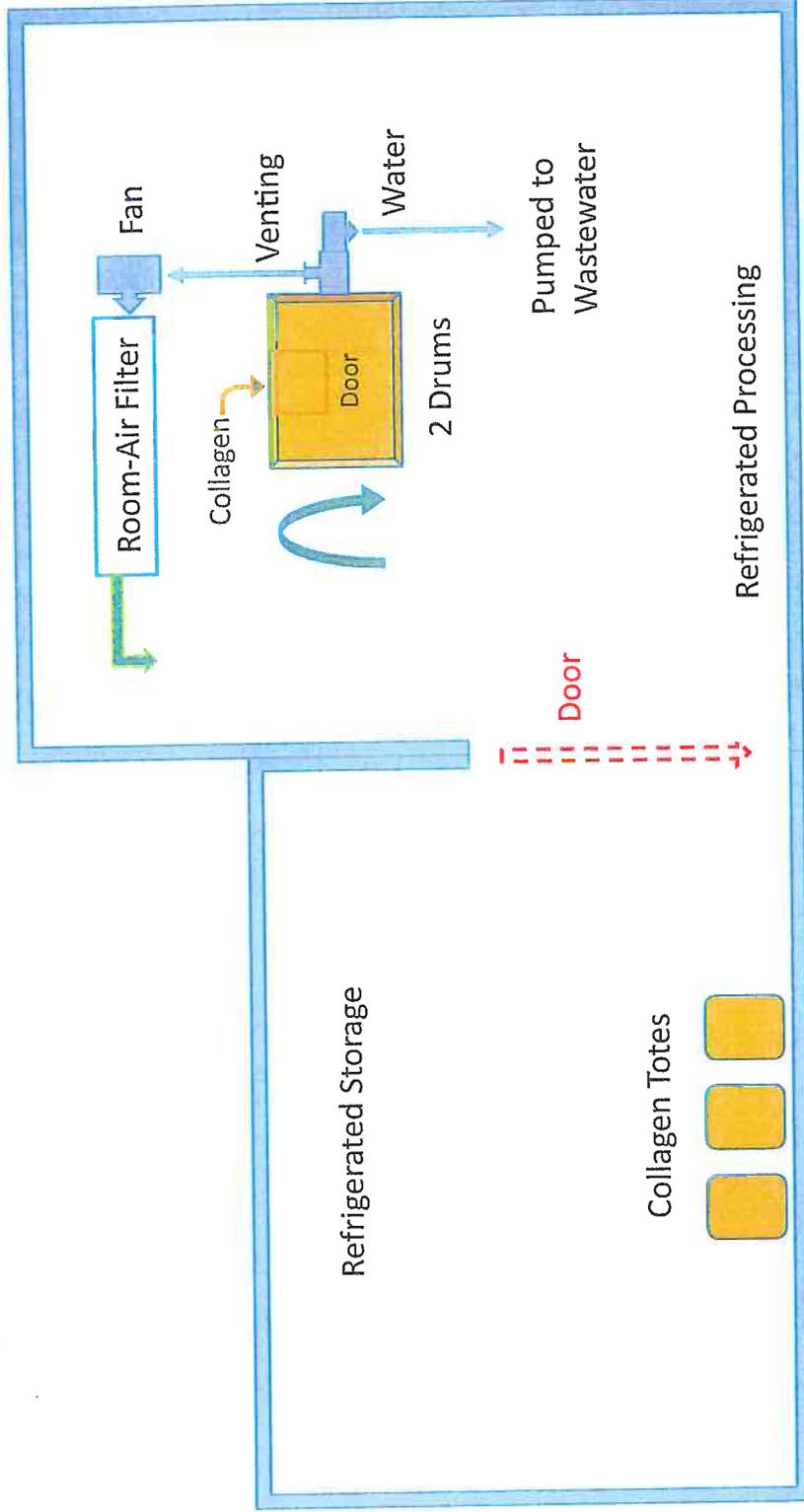
The rejuvenated scrubber and control valves will reduce overall Tannery odor emissions by 1/3rd.

Respectfully submitted,

Charles M. McGinley, P.E.

Twin City Tanning Processing Addition

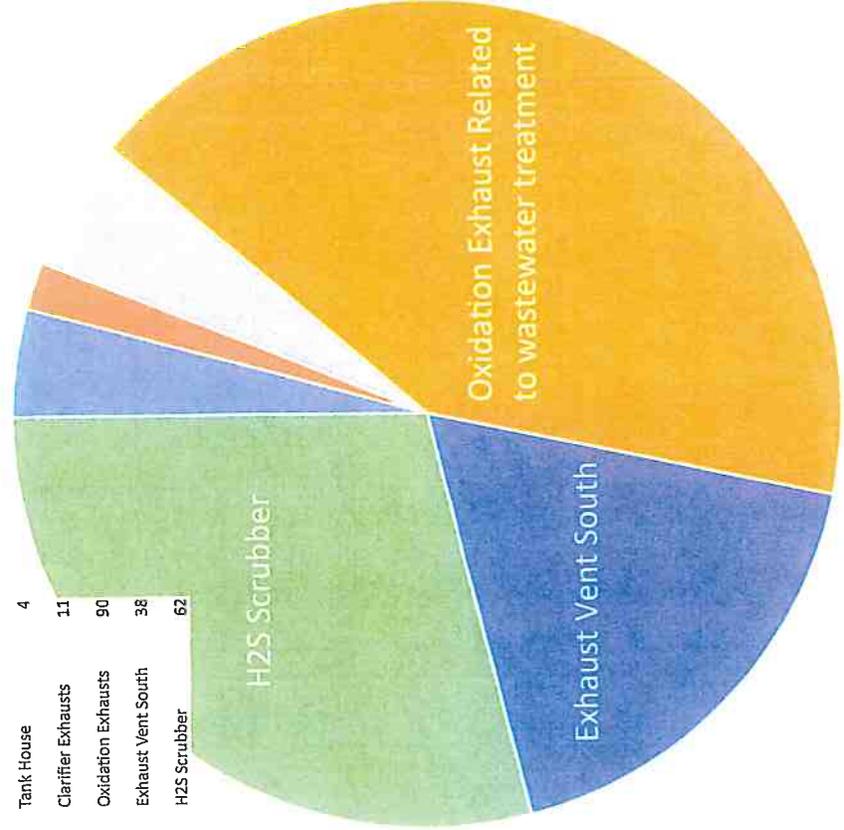
No Exhaust – No Odor



Twin City Tannery

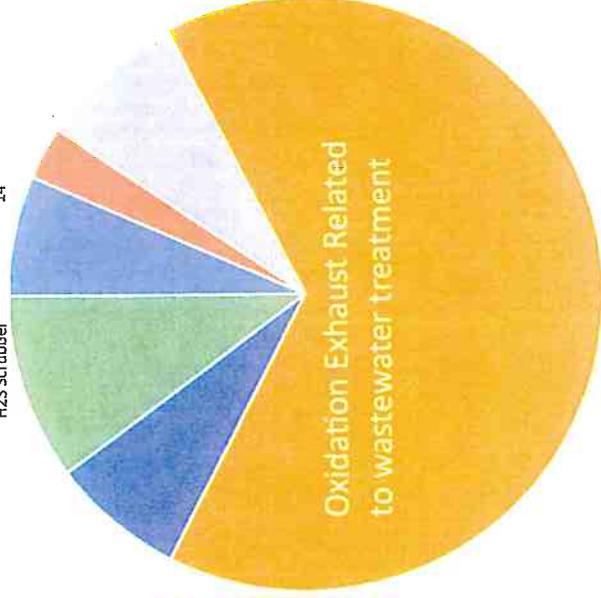
2016

Warehouse	9
Tank House	4
Clarifier Exhausts	11
Oxidation Exhausts	90
Exhaust Vent South	38
H2S Scrubber	62



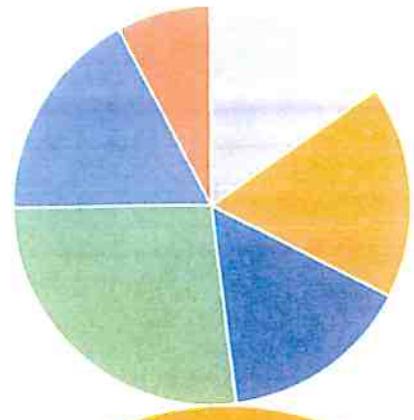
2017

Warehouse	9
Tank House	4
Clarifier Exhausts	11
Oxidation Exhausts	90
Exhaust Vent South	10
H2S Scrubber	14



2018

Warehouse	9
Tank House	4
Clarifier Exhausts	8
Oxidation Exhausts	9
Exhaust Vent South	8
H2S Scrubber	14



Millions Odor Units Per Second

Planning Commission Meeting Date: Wednesday, September 7, 2016		City of South St. Paul Planning Commission Report	PC Agenda Item: 3.E
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Project Name:	Twin City Tanning Building Addition	
Site Address:	501 Malden St.	PID: 360340001021
Applicant:	Gunderson Construction (on behalf of Twin City Tanning)	
Request:	Consider the request for a variance for a proposed 6,254 s.f. building addition	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	September 19, 2016	
Deadline:	October 7, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location Map, previous approvals B. Correspondence from neighboring property owners (None) C. Materials submitted by the applicant	

BACKGROUND

Twin City Tanning is proposing a 6,254 square foot addition to the southwest side of their existing building. The proposed addition would allow them to maintain an existing collagen operation that they have in the existing building but the building does not have the required clearance heights. The proposed addition would be 17.6 feet from the property line and thus would require a variance of 12.4 feet from the Industrial District setback requirements. In addition to the proposed addition the applicants are also proposing to build a 23 space parking lot at the southwest corner of the property that would replace parking currently in the area of the proposed addition. The proposed parking lot would require a setback variance for the southeasterly spaces.

Subject Property Site Data	
Future Land Use Plan	Light Industrial ("494 Corridor")
Existing Land Use	Industrial
Zoning	I: Industrial
Property Size	6.16 acres (268,330 total square feet)
Topography	Generally flat, slight amount of slope from Malden Street down to property

ZONING SUMMARY:

Bulk Requirements	Required	Existing	Proposed
Setbacks:			
Front yard	30 ft.	27.3 ft	17.6 ft
Side yard (east/west)	20 ft.	0 ft	N/A
Rear yard	20 ft.	0 ft	N/A
Building Height: (access. bldg.)	35 ft max (w/o CUP)	23 ft. appx.	26 ft
Site Design	Required	Existing	Proposed
Parking Standards:			
Parking stalls	Appx. 43-59	23*	23
Accessible parking stalls	2-3	1?	?**
Parking Setbacks – to street-side property lines:	20	20	0
Exterior Building Materials:			
Other Critical Zoning Items			
Floodplain		Yes	
Shoreland		No	
MNRRRA		Yes	
Utility easements		No	

**The existing parking lot has a space for car parking that generally accommodates 23 vehicles. Approximately the same number of cars park in the end of the Malden Street right of way which acts as another makeshift parking lot. It appears that some cars park in the large paved truck area near the existing parking lot.*

***ADA accessible parking spaces need to be striped and signed and include the required access aisle space. One space is required for parking lots with 25 spaces or less, 26 or more would require 2 accessible spaces, 51 would require 3.*

EVALUATION OF THE REQUEST

A. VARIANCE

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

1. Zoning / Land Use

The property is guided for light industrial and is part of the “494 Corridor” which stresses an importance on aesthetics, reduced exterior storage, and commercial or light industrial uses representative of the positive development within the BridgePoint area over the last decade.

The property is zoned I: Industrial which allows manufacturing inside of a building as a permitted use. The building has some non-conforming setbacks but Code will allow additions to such structures provided the additions are consistent with Code (or they obtain variances to be deemed consistent). The property is not protected by the levee/floodwall and while over 2,200 feet away

from the river it may be subject to some flooding. The development will need to be consistent with the City's floodplain ordinance. There also is a fair amount of exterior storage just west of the building and east of the drive lane that would need to be removed.

2. Exterior materials

The exterior on the plans shows a precast concrete wall and some windows on the proposed addition. While the addition is under the size to be required to follow the architectural standards, the location in the "494 Corridor" and surrounding development highlight the need to review the aesthetics. Windows on the south side (street frontage) and architectural elements such as banding or texture variation are recommended.

3. Parking/Parking Surfaces

The City Code states that parking surfaces be paved and include curbing. The proposed parking lot is bituminous and is shown with curbing and gutter. Drainage from the parking lot would outlet to the landscaped area to the northwest. Parking for the use is currently in the area of the proposed addition and the dead end of Malden/Maltby functions as a second parking lot area which cannot be used toward parking requirements since it is in the right-of-way. Functionally there should be little impact to the parking situation as the displaced parking spaces would be replaced and the existing parking would continue out in the street. However, since Code considers the parking spaces on the property the City should consider "proof of parking" in the area north of the proposed parking lot where additional parking could be accommodated.

In addition the plans show a 6-foot sidewalk in the Malden Street right-of-way to connect the proposed parking with the front of the TCT building addition. Since this is a private sidewalk it should be kept within the property lines to prevent confusion that it is a public sidewalk. The large existing concrete driveway apron near the proposed parking lot will also need to be removed.

4. Odors

The proposed addition would be refrigerated space to accommodate an additional process to the collagen processing that TCT currently handles at the site. The process does not involve any burning/cooking and would only have odors when the drums where the materials are stored would be opened. The applicants had St. Croix Sensory and American Engineering Testing to monitor the odor from the process. Air handling/filtering systems in the new refrigerated areas will have filters that will limit potential release of odors and those filters will need occasional replacement.

5. Correspondence from Neighboring Property Owners

Staff had not received any correspondence from neighboring property owners prior to the writing of this report.

6. Variances Proposed in the Application

The City's Zoning Code (Sec. 118-129) requires a front yard setback of 30 feet where the proposed addition has only 17.6 feet leaving a variance of 12.4 feet. Parking setbacks of 20 feet are required from property lines for any frontage on a street. Also of note; parking required for an industrial building of this size would be 43-59 parking spaces where only 23 spaces are provided. The applicant will need to either construct additional off-street parking for up to an additional 36 parking spaces within the property lines or show proof of parking for the same number of spaces. ADA parking spaces will be required and will need to be signed and striped accordingly.

7. Variance Findings

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

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

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

ALTERNATIVES

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

A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Variance findings (see p. 4 of this report) and the Conditional Use Permit findings (see p.5 of this report), then staff would recommend the following conditions for a *recommendation* for approval:

- **(Step 1) Findings:** The Planning Commission would need to include findings (see the section above) that the proposed Variance would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions. Additionally, the Commission would need to include findings for the Variances to consider whether there is practical difficulty that would apply.
- **(Step 2) Recommendation for Approval:** Approval of the **Variances** of 12.5 feet for a front yard setback for the building, and 20-feet for the parking lot setback for the property located at 501 Malden Street, subject to the following conditions:

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

- a) **Application / Narrative (Pope Architects) dated 08/08/2016**
- b) **Site, Building and Landscape Plans (Pope/Loucks) dated 08/08/2016**

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

3) **Parking and ADA Accessible Parking.** The applicant shall stripe the parking spaces and shall sign and stripe the parking lot to provide ADA accessible parking spaces at the building site.

4) **Revised Landscaping Plans.** The applicant shall submit revised landscaping plans to ensure that the landscaping does not encroach on the corner visibility area.

5) **Screening.** Dumpsters shall be screened in accordance with City Code, such screening is subject to the review and approval of the City Planner.

6) **Remove Exterior Storage.** The applicant shall remove the exterior storage just west of the existing building, east of the drive lane, and north of the proposed addition.

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

8) **Termination of the Variances.** The Variance will terminate if improvements have not substantially begun within 1-year from the date of approval of the Variances. The violation of any condition of approval shall terminate the Variances.

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

- **Recommendation for Denial:** Denial of the proposed **Variances** for the property located at 501 Malden Street for the following reasons:

1) _____

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed Variances for the property located at 501 Malden Street subject to the conditions listed in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

12

501 Malden St



September 1, 2016

1:1,200
0 55 110 220 ft
0 15 30 60 m
Property Information

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

501 Malden St



03/15/2015

A₃

August 08, 2016



City of South St. Paul

125 Third Avenue North

South St. Paul, MN 55075

Re: S.B. Foot Tanning Co. Processing Addition Variance Request

S.B. Foot Tanning is requesting a building setback variance for their new 6,254 sq. ft. collagen processing addition. The proposed addition is to be built adjacent to the southwest corner of the existing building along Maltby / Malden Street to the south. The project will also include a new entrance vestibule for the existing offices, and replacement of employee parking that will be lost with the new addition.

The existing building is approximately 27.3' from the south property line along Maltby / Malden Street. The owner is requesting that the new addition be granted a variance for a 17.6' setback (a difference of 2.4' from the existing setback) from the south property line, along the length of the new addition.

We believe the proposed variance is consistent with the standard for granting a variance, as outlined in City Code section 118-39. The variance is in harmony with the general purpose and intent of the ordinance.

The terms of the variance are consistent with the Comprehensive Plan; the use of the new addition will enhance & improve the existing industrial use on the site, and represents the first of many future enhancements planned for this facility.

The existing building and site have created practical difficulties in complying with the ordinance;

1. The addition is located in the only logical place to support & expand the owner's existing activities; we have reviewed many other options, but without this addition the owner will lose this key business growth opportunity to a competitor somewhere outside of Minnesota.
2. The collagen processing activities that will occur within the addition have an internal clearance requirement that will create a building that is taller than the existing facility. The height difference will create significant snow loading on the existing structure, which would require extensive alterations to the existing building that are cost prohibitive, and would also disrupt the owner's current operations significantly.
3. The collagen processing addition footprint is situated on the site to maximize the efficiency of the owner's business.

The requested setback variance does not alter the essential character of the neighborhood, and in face the new building addition will serve to improve the aesthetics of the facility as well as provide improvements to the site that will be a benefit to the City and the owner.

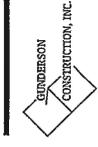
POPE ARCHITECTS, INC.

1295 BANDANA BOULEVARD N, SUITE 200
ST. PAUL, MN 55108-2735
(651) 642-9200 | FAX (651) 642-1101

www.popearch.com



POPE ARCHITECTS, INC.
1100 W. PALM BLVD. SUITE 200
PAUL, MN 55108
(612) 847-0000
www.popearchitects.com



TWIN CITY TANNING
PROCESSING ADDITION
SOUTH ST. PAUL, MN

SITE PLAN -
PHASE I

NO.	DESCRIPTION	DATE
1	PRELIMINARY	07/20/11
2	REVISED	08/01/11

DATE: 07/20/11
DRAWN BY: MHA
CHECKED BY: JPH
SCALE: AS SHOWN
SHEET

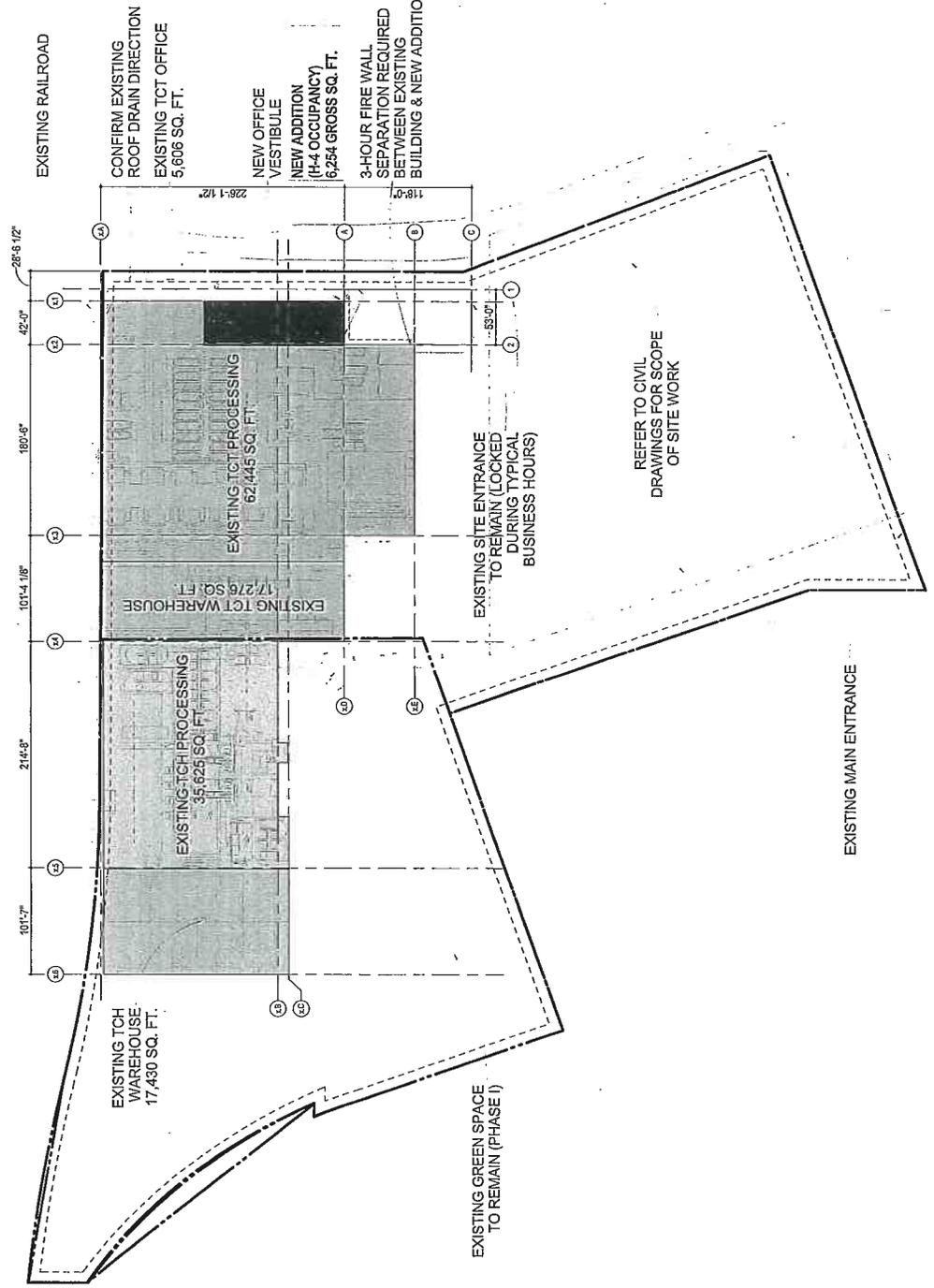
A1.1

SITE PLAN GENERAL NOTES

A. SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ALL DETAILS AND FINISHES. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODES.

B. REFER TO THE GENERAL NOTES ON OTHER APPLICABLE DRAWINGS.

NOT FOR CONSTRUCTION - FOR REFERENCE ONLY



1" = 40'-0"



POPE ARCHITECTS, INC.
1500 W. PARKWAY
SUITE 100
MINNEAPOLIS, MN 55425
TEL: 612.338.1100
WWW.POPEARCHITECTS.COM



S.B. Engineering Co.
REGISTERED PROFESSIONAL ENGINEERS
STATE OF MINNESOTA
NO. 10000



GUNDERSON
CONSTRUCTION, INC.
TWIN CITY TANNING
PROCESSING ADDITION
SOUTH ST. PAUL, MN

MEZZANINE LEVEL FLOOR PLAN

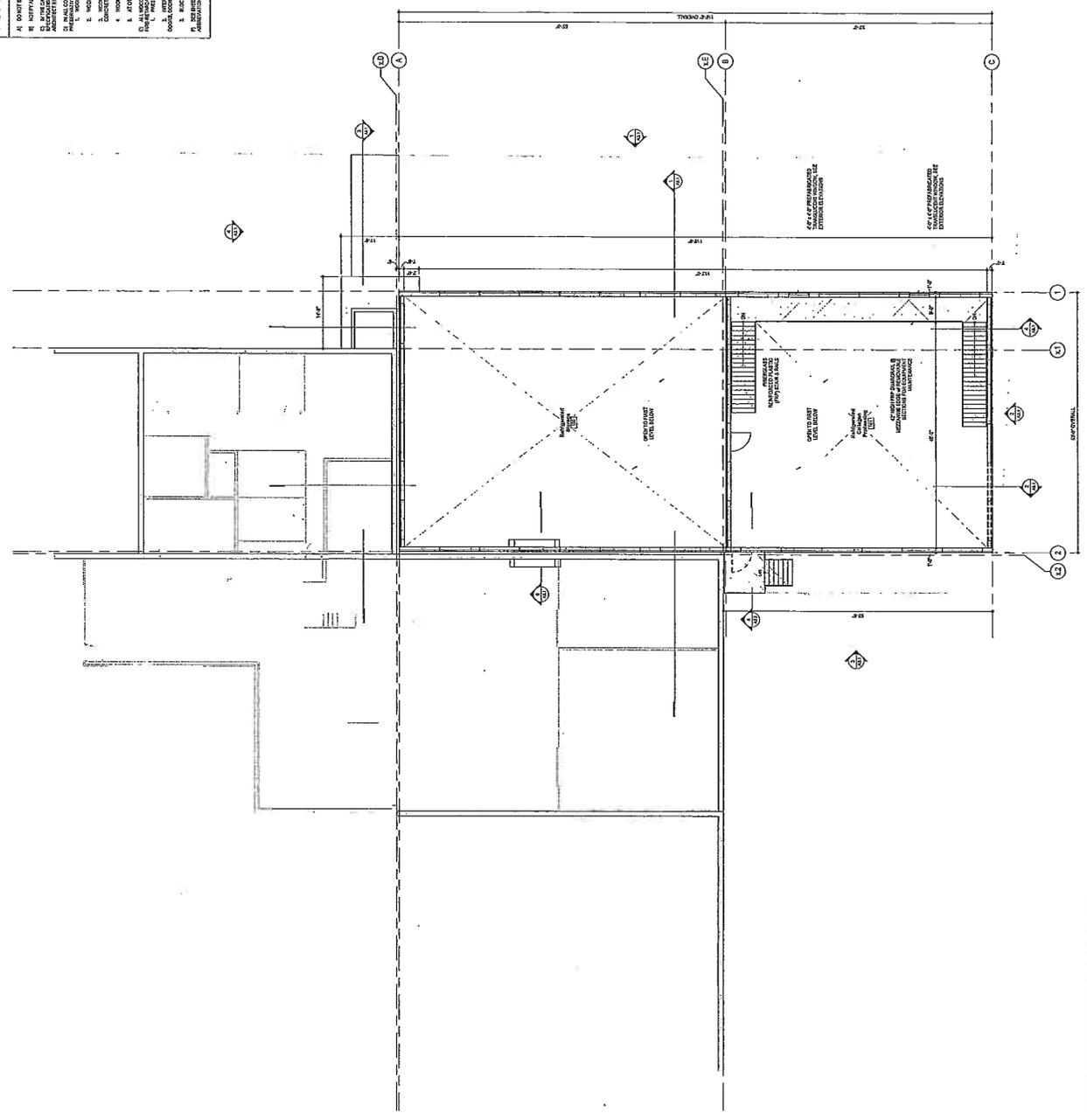
NO.	DESCRIPTION	DATE
1.	ISSUED FOR PERMITS	07/24/14
2.	REVISED	08/04/14

DATE	3/25/14/07
BY	WMA
CHECKED	WMA
SCALE	AS SHOWN

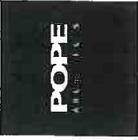
A2.2
SHEET

- FLOOR PLAN GENERAL NOTES**
1. VERIFY ALL DIMENSIONS.
 2. VERIFY ARCHITECT'S INTENT OF ALL DIMENSIONS.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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 18. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 19. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 20. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

NOT FOR CONSTRUCTION - FOR REFERENCE ONLY



MEZZANINE LEVEL FLOOR PLAN
1/8" = 1'-0"



POPE ARCHITECTS, INC.
1285 SARGENT AVENUE, SUITE 200
SOUTH ST. PAUL, MN 55108
TEL: 612-291-1100 FAX: 612-291-1101
WWW.PAPEARCHITECTS.COM



S.B. Forstner Engineering Co.
2100 W. WASHINGTON AVENUE, SUITE 100
MINNEAPOLIS, MN 55411
TEL: 612-338-8800 FAX: 612-338-8801
WWW.SBFORSTNER.COM



GUNDERSON
CONSTRUCTION, INC.
TWIN CITY TANNING
PROCESSING ADDITION
SOUTH ST. PAUL, MN

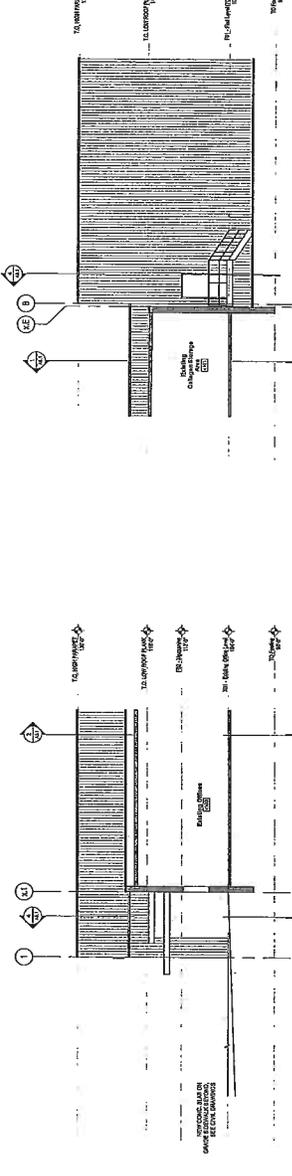
EXTERIOR ELEVATIONS

DATE PLOTTED	12/15/17
PROJECT NO.	17-0001
DESIGNER	POPE ARCHITECTS, INC.
CHECKED	POPE ARCHITECTS, INC.
DATE	12/15/17
SCALE	AS SHOWN
SHEET	A3.1

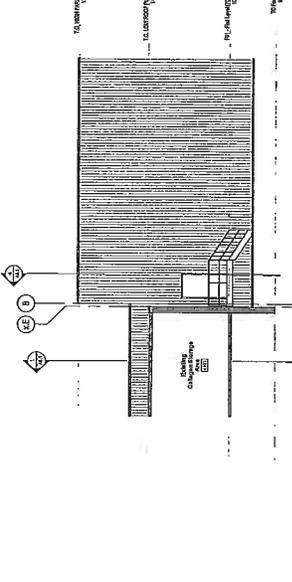
DATE PLOTTED	12/15/17
PROJECT NO.	17-0001
DESIGNER	POPE ARCHITECTS, INC.
CHECKED	POPE ARCHITECTS, INC.
DATE	12/15/17
SCALE	AS SHOWN
SHEET	A3.1

A3.1
SHEET

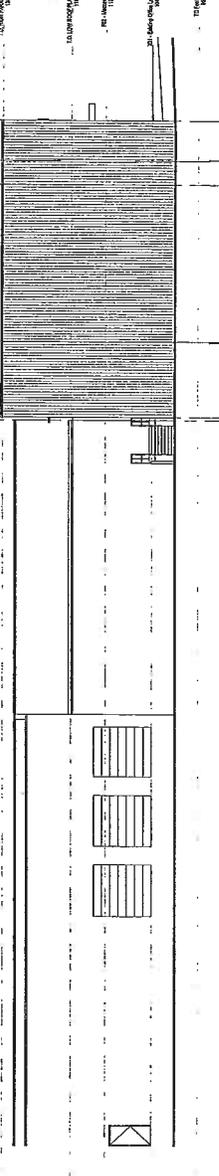
NOT FOR CONSTRUCTION - FOR REFERENCE ONLY



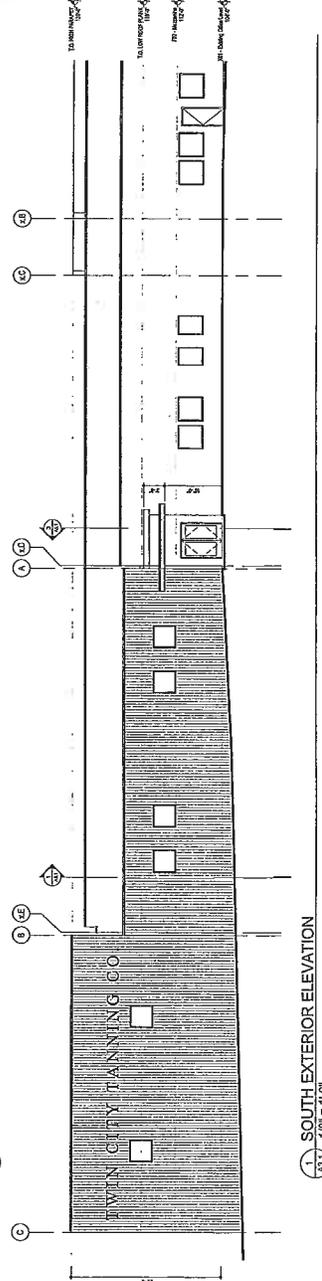
4 EAST EXTERIOR ELEVATION / SECTION
1/8" = 1'-0"



3 NORTH EXTERIOR ELEVATION / SECTION
1/8" = 1'-0"



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



1 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"



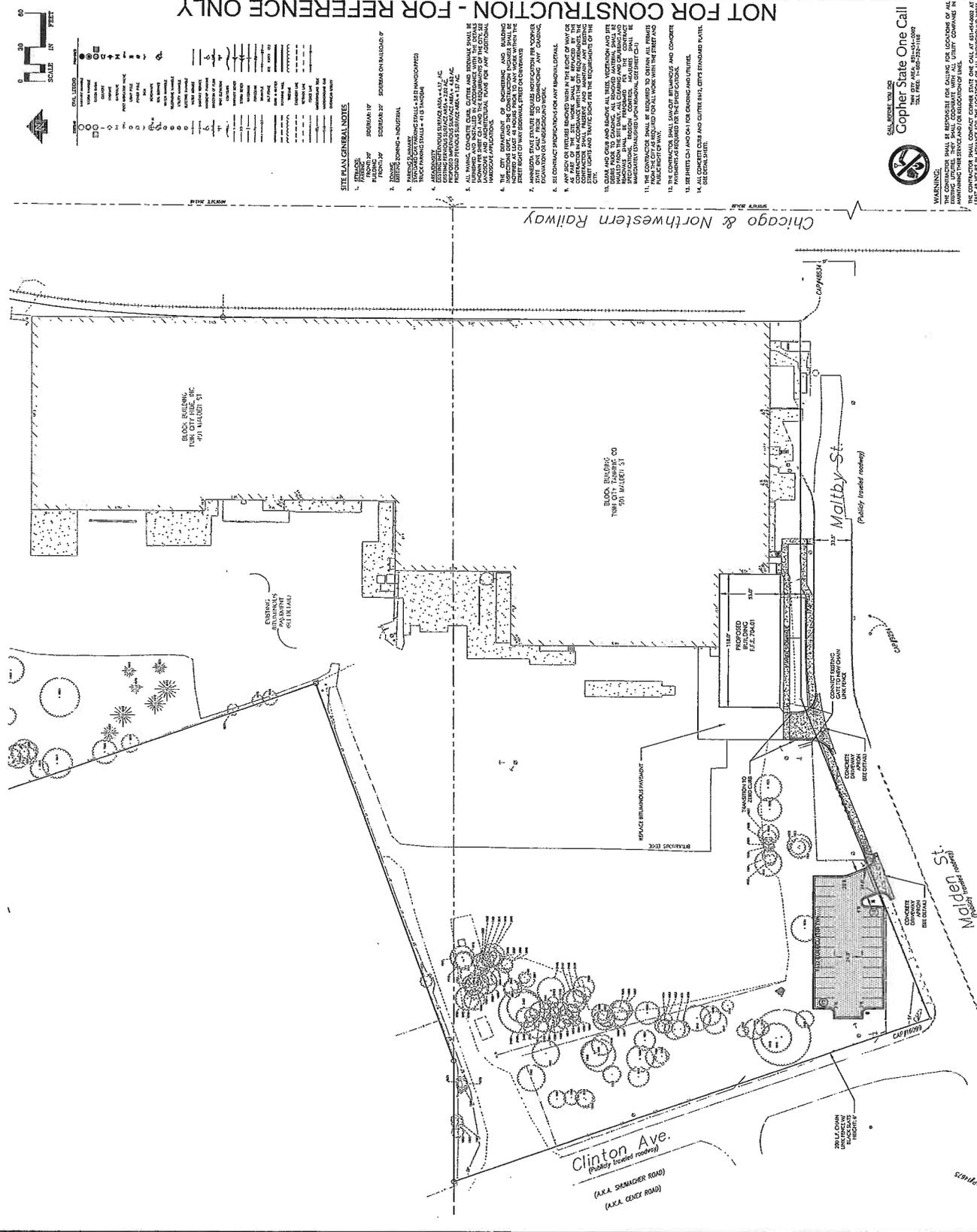
POPE ARCHITECTS, INC.
1208 BROADWAY, SUITE 1000
MINNEAPOLIS, MN 55402
612.338.2200 | www.popearchitects.com



S.B. FOOT TANKING CO.
PROCESSING ADDITION
SOUTH ST. PAUL, MN

SITE PLAN	
1. SHEET NO.	2440
2. CITY SUBMITTAL	7/25/16-1073
3. CITY SUBMITTAL	DATE
4. CITY SUBMITTAL	DATE
5. CITY SUBMITTAL	DATE
6. CITY SUBMITTAL	DATE
7. CITY SUBMITTAL	DATE
8. CITY SUBMITTAL	DATE
9. CITY SUBMITTAL	DATE
10. CITY SUBMITTAL	DATE
11. CITY SUBMITTAL	DATE
12. CITY SUBMITTAL	DATE
13. CITY SUBMITTAL	DATE
14. CITY SUBMITTAL	DATE
15. CITY SUBMITTAL	DATE
16. CITY SUBMITTAL	DATE
17. CITY SUBMITTAL	DATE
18. CITY SUBMITTAL	DATE
19. CITY SUBMITTAL	DATE
20. CITY SUBMITTAL	DATE

C2-1
SHEET



NOT FOR CONSTRUCTION - FOR REFERENCE ONLY

SITE PLAN GENERAL NOTES

1. ALL NOTES SHALL BE READ IN CONJUNCTION WITH THE CITY SUBMITTAL AND THE CITY SUBMITTAL COMMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR CONSTRUCTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES IN THE AREA TO DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THESE COMPANIES FOR A CALL OR 816-450-0000 AT LEAST 48 HOURS IN ADVANCE OF THE COMMENCEMENT OF ALL UNDERGROUND WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR CONSTRUCTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES IN THE AREA TO DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THESE COMPANIES FOR A CALL OR 816-450-0000 AT LEAST 48 HOURS IN ADVANCE OF THE COMMENCEMENT OF ALL UNDERGROUND WORK.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR CONSTRUCTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES IN THE AREA TO DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THESE COMPANIES FOR A CALL OR 816-450-0000 AT LEAST 48 HOURS IN ADVANCE OF THE COMMENCEMENT OF ALL UNDERGROUND WORK.
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CALL BEFORE YOU DIG
Gopher State One Call
800.480.4800
www.gopherstateonecall.com



THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMITS FOR CONSTRUCTION OF ALL UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES IN THE AREA TO DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL CONTACT THESE COMPANIES FOR A CALL OR 816-450-0000 AT LEAST 48 HOURS IN ADVANCE OF THE COMMENCEMENT OF ALL UNDERGROUND WORK.



POPE ARCHITECTS, INC.
 1000 W. WASHINGTON ST.
 SUITE 200
 MINNEAPOLIS, MN 55402
 TEL: 612.338.3333
 FAX: 612.338.3334
 WWW.POPEARCHITECTS.COM



S.B. Foot Tanning Co.
 400 W. WASHINGTON ST.
 SUITE 200
 MINNEAPOLIS, MN 55402

S.B. FOOT TANNING CO.
 PROCESSING ADDITION
 SOUTH ST. PAUL, MN

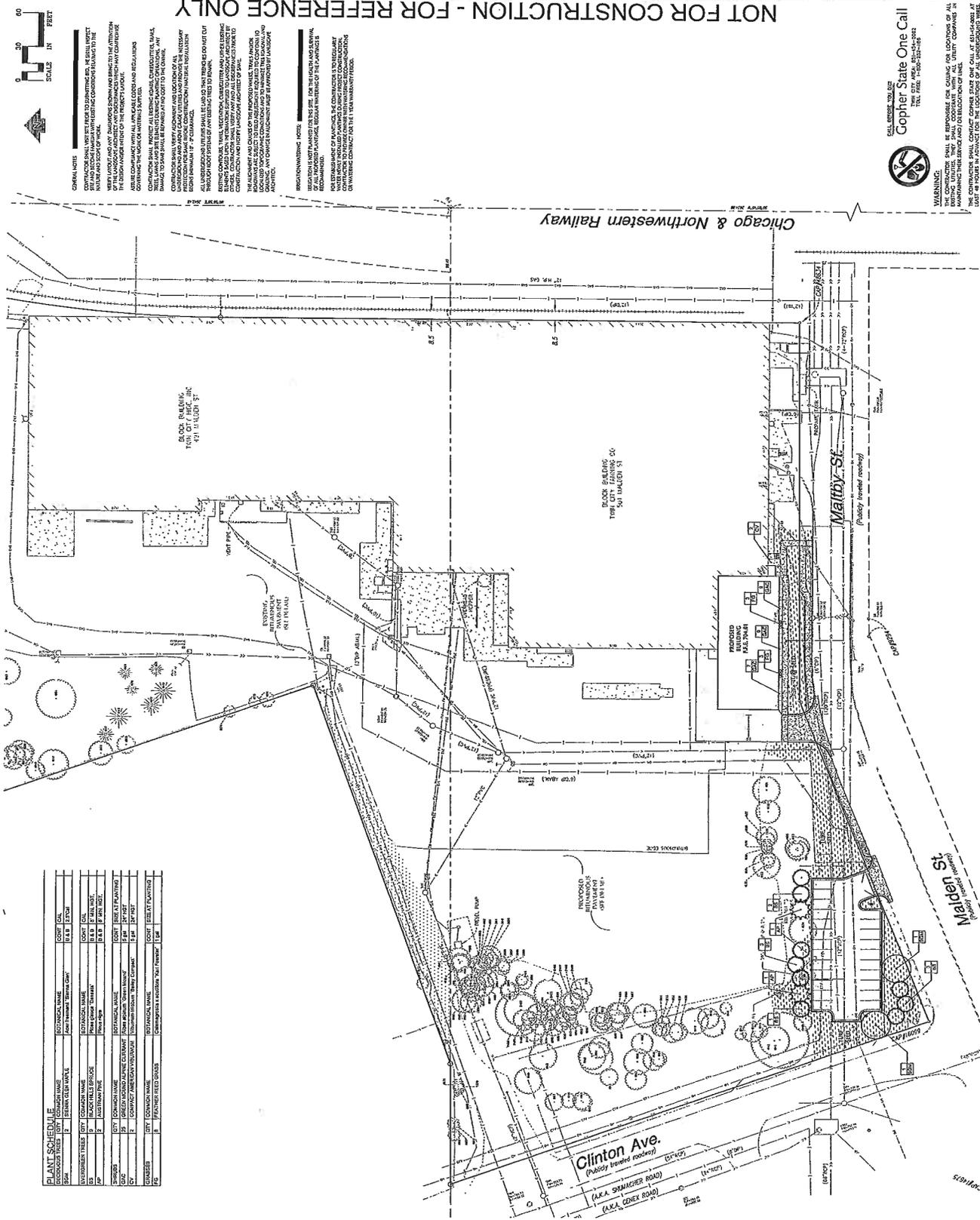
LANDSCAPE PLAN

1. SHEET NO.	001
2. CITY SUBMITTAL	001
3. CITY SUBMITTAL	001
4. CITY SUBMITTAL	001
5. CITY SUBMITTAL	001
6. CITY SUBMITTAL	001
7. CITY SUBMITTAL	001
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16. CITY SUBMITTAL	001
17. CITY SUBMITTAL	001
18. CITY SUBMITTAL	001
19. CITY SUBMITTAL	001
20. CITY SUBMITTAL	001

DATE	05/11/2011
PROJECT NO.	11-001
CLIENT	S.B. FOOT TANNING CO.
DESIGNER	POPE ARCHITECTS, INC.
CHECKED	POPE ARCHITECTS, INC.
DATE	05/11/2011

L1-1

NOT FOR CONSTRUCTION - FOR REFERENCE ONLY



PLANT SCHEDULE

SYMBOL	DESCRIPTION	QUANTITY	SIZE	PLANT NAME
T1	DOGWOOD TREE	10	12"	DOGWOOD
T2	DOGWOOD TREE	10	18"	DOGWOOD
T3	DOGWOOD TREE	10	24"	DOGWOOD
T4	DOGWOOD TREE	10	36"	DOGWOOD
T5	DOGWOOD TREE	10	48"	DOGWOOD
T6	DOGWOOD TREE	10	60"	DOGWOOD
T7	DOGWOOD TREE	10	72"	DOGWOOD
T8	DOGWOOD TREE	10	84"	DOGWOOD
T9	DOGWOOD TREE	10	96"	DOGWOOD
T10	DOGWOOD TREE	10	108"	DOGWOOD
T11	DOGWOOD TREE	10	120"	DOGWOOD
T12	DOGWOOD TREE	10	132"	DOGWOOD
T13	DOGWOOD TREE	10	144"	DOGWOOD
T14	DOGWOOD TREE	10	156"	DOGWOOD
T15	DOGWOOD TREE	10	168"	DOGWOOD
T16	DOGWOOD TREE	10	180"	DOGWOOD
T17	DOGWOOD TREE	10	192"	DOGWOOD
T18	DOGWOOD TREE	10	204"	DOGWOOD
T19	DOGWOOD TREE	10	216"	DOGWOOD
T20	DOGWOOD TREE	10	228"	DOGWOOD

Gopher State One Call
 CALL BEFORE YOU DIG
 1-800-485-4373
 WWW.GOPHERSTATEONECALL.COM

WARNING:
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION. FAILURE TO DO SO MAY RESULT IN DAMAGE TO UTILITIES AND PERSONAL INJURY. THE CONTRACTOR SHALL CONTACT Gopher State One Call AT 800-485-4373 AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION. Gopher State One Call IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE UTILITIES. THE CONTRACTOR SHALL MAINTAIN THE RECORDS OF ALL CALLS AND LOCATIONS OF UTILITIES.



CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 3, 2016

DEPARTMENT: COMMUNITY DEVELOPMENT-PLANNING

ADMINISTRATOR: SD/Sa

10-E

AGENDA ITEM: Danner Development of 600 Verderosa Avenue – Conditional Use Permit / Planned Unit Development / Interim Use Permit

ACTIONS TO BE CONSIDERED:

- Adopt Resolution 2016-180 approving a Planned Unit Development for the development and phased development plan for the property at 600 Verderosa Avenue.
- Adopt Resolution 2016-182 approving a Conditional Use Permit for: truck/vehicle repair, fuel sales/gas station, and exterior storage for the property at 600 Verderosa Avenue.
- Adopt Resolution 2016-183 approving an Interim Use Permit for a temporary rock crushing and stockpiling operation for the property at 600 Verderosa Avenue.

REQUEST AND BACKGROUND:

The applicant is proposing to relocate their operation from 843 Hardman Avenue to the undeveloped site at 600 Verderosa. The proposal would require extensive soil remediation which would occur in phases going from west to east. The western portion of the property would accommodate a building with a floor area of 19,317 square feet with the building facing north toward Verderosa Avenue. The majority of the building's 16,400 square foot main floor would be for truck service with 3,500 square feet of office space and a lower level storage area of 2,917 square feet. In addition, the western portion of the property would include fueling stations for gas and diesel. The eastern portion of the property would be a screened exterior storage area and would also house a temporary concrete crushing operation and stockpiling. The concrete crushing and stockpiling would coincide with the removal of concrete material currently buried on a portion of the site which would then be crushed on site. The concrete crushing and stockpiling is anticipated to last for 4 years. Screening would be provided by either fences or trees depending on the location.

There are many facets to the proposed development of the site so there are 3 separate actions for the City Council's consideration:

PUD – The Planned Unit Development would cover the overall development of the site, having the development phased out over a number of years and the variances for development such as the variances from the minimum Floor Area Ratio (F.A.R.) for the proposed building and the surface for the exterior storage area.

CUP – A Conditional Use Permit is required due to several of the uses proposed being Conditional Uses under the Industrial Zoning District. The Conditional Uses for this proposed development are: truck/vehicle repair, truck fueling station/gas station, exterior storage and rock crushing.

IUP – Since the request for rock crushing and stockpiling are temporary uses which would be used

to crush the concrete pulled from the site and also stockpiling of other materials that would be used in the remediation of the site. The term of the Interim Use Permit would be 4 years.

PUBLIC HEARING:

A public hearing for the proposed variances were held at the September 7, 2016 Planning Commission meeting. There was no one present to speak for or against the application other than the applicant. Commissioners asked the applicant about the 4-year term for the IUP and how likely it was that the applicant would need to renew the IUP, noting that the IUP's have been renewed every few years at the current location. The applicant indicated that he thought the 4-year term would be sufficient and would not require additional terms, however, they did not have their Phase II environmental data back yet for the entire site so he could not say for certain.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their September 7, 2016 meeting and at the conclusion of the discussion the Commissioners voted to recommend approval of the requested Conditional Use and Variance Requests (6-0).

STAFF RECOMMENDATION:

The staff recommendation is to approve the Planned Unit Development for the proposed development of the property subject to the conditions as noted in Resolution 2016-180.

Staff also recommends approval of the Conditional Use Permit for a truck repair operation, gas station/fueling station, and exterior storage subject to the conditions as noted in Resolution 2016-182.

Finally, staff recommends approval of the Interim Use Permit for a temporary rock crushing and stockpiling operation for subject to the conditions as noted in Resolution 2016-183.

60-DAY REVIEW DEADLINE: October 11, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-180

**A RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT
FOR 600 VERDEROSA AVENUE**

WHEREAS, the City received an application from Danner, Inc. for a Planned Unit Development, Conditional Use Permit, and Interim Use Permit for the development of a vacant property located at 600 Verderosa Avenue and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their September 7, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the application at their September 7, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Findings. The City Council determines that the proposed Planned Unit Development will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, the request is in harmony with the purpose and intent of the ordinance, the terms were consistent with the Comprehensive Plan, the property owner proposed to utilize the property in a reasonable manner, the plight of the property owner is due to circumstances unique to the property, and that any variance would not alter the essential character of the neighborhood.
3. Planned Unit Development. The proposed Planned Unit Development on the property at 600 Verderosa Avenue is hereby approved subject to the following conditions:

- A) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Community Development Department:
- a) Application / Narrative (Danner, Inc.) dated 08/02/2016
 - b) Revised Narrative (Danner, Inc.) dated 09/21/2016
 - c) Site, Building and Landscape Plans (Lampert Architects) dated 07/27/2016
- B) **Building Permits Required.** Building permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- C) **Parking and ADA Accessible Parking.** The applicant shall stripe the parking spaces and shall sign and stripe the parking lot to provide ADA accessible parking spaces at the building site.
- D) **Approvals from other agencies.** The applicant shall obtain all necessary approvals from other applicable agencies such as MnDNR, MnDOT, and Dakota County.
- E) **Revised Civil and Landscaping Plans.** The applicant shall submit revised landscaping plans showing the location of paved surfaces, curbing, and landscaping. Plans will also need to indicate how stormwater would be treated to comply with Code.
- F) **Revised Site Plans.** The applicant shall submit revised site plans showing specific locations for exterior storage of equipment, concrete/rock crushing and stockpiling.
- G) **Platting.** The applicant shall plat the property into three (3) developable parcels consistent with the subdivision standards for the Industrial Zoning District. The plat shall include the dedication of the right of way for Verderosa Avenue and a combination of right of way and trail easement to leave a width no less than twenty (20) feet behind the back of the curb. The property must be platted by July 31, 2017.

- H) **Stormwater Maintenance Agreement.** The applicant will need to maintain their stormwater system to ensure that it functions properly. A stormwater maintenance agreement will be required which will explain steps to proper stormwater system maintenance.

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

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

Adopted this 3rd day of October, 2016.

City Clerk

Resolution No. 2016-180
October 3, 2016
Page 4 of 4

Exhibit A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-182

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR 600 VERDEROSA AVENUE

WHEREAS, the City received an application from Danner, Inc. for a Planned Unit Development, Conditional Use Permit, and Interim Use Permit for the development of a vacant property located at 600 Verderosa Avenue and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their September 7, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the application at their September 7, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Findings. The City Council determines that the proposed Conditional Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, the request is in harmony with the purpose and intent of the ordinance, the terms were consistent with the Comprehensive Plan, the property owner proposed to utilize the property in a reasonable manner, the plight of the property owner is due to circumstances unique to the property, and that any variance would not alter the essential character of the neighborhood.
3. Conditional Use Permit. The proposed Conditional Use Permit for a grading/filling the property to prepare for development, a truck/vehicle repair facility, a gas/diesel fueling station, and exterior storage on the property at 600 Verderosa Avenue is hereby approved subject to the following conditions:

- A) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Community Development Department:
- a) Application / Narrative (Danner, Inc.) dated 08/02/2016
 - b) Revised Narrative (Danner, Inc.) dated 09/21/2016
 - c) Site, Building and Landscape Plans (Lampert Architects) dated 07/27/2016
- B) **Building Permits Required.** Building permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- C) **Revised Site Plans.** The applicant shall submit revised site plans showing specific locations for exterior storage of equipment, concrete/rock crushing and stockpiling.
- D) **Revised Civil and Landscaping Plans.** The applicant shall submit revised landscaping plans showing the location of paved surfaces, curbing, and landscaping. Plans will also need to indicate how stormwater would be treated to comply with Code.
- E) **No Exterior Storage Except as Specifically Authorized Under This Conditional Use Permit.**
- 1) There shall be no exterior storage of tires, automotive parts, or vehicle repair debris. There shall be no exterior storage of vehicles awaiting repairs that are unlicensed or are not operable under their own power.
 - 2) Temporary exterior storage for rock crushing and stockpiling for the redevelopment of the site shall be governed by the Interim Use Permit authorized under Resolution 2016-183.
 - 3) Exterior storage of machinery and equipment on the eastern 2/3 of the site is associated with the temporary use of that property preparing the property for development. At the end of the temporary use those portions of the property shall have been prepared as developable lots and no exterior storage shall be allowed on those lots without a new Conditional Use Permit or Interim Use Permit for that specific exterior storage use.
- F) **No Auto Sales or Auto Body Repair.** No automotive sales nor automotive body repair or painting are permitted on the site.
- G) **Use of Parking Spaces / Accessible Parking.** Parking spaces shall be reserved for parking for employees and customers and shall not be utilized for exterior storage. The applicant shall provide the required number of designated parking spaces consistent with ADA standards for accessible parking spaces and shall post the spaces accordingly.

- H) **No Above-Ground Storage or Fueling Tanks.** Fuel tanks shall be underground tanks, above-ground tanks shall not be permitted.
- I) **Screening/Fencing.** Exterior storage shall not exceed the height of the screening unless otherwise explicitly authorized by the City. Dumpsters shall be screened in accordance with City Code. Exterior storage fence shall be screened behind wood, vinyl, or composite privacy fence or coniferous trees and shrubs. Barbed wire security fence is prohibited. Screening is subject to the review and approval of the City Planner.
- J) **Necessary Approvals from Other Agencies.** The applicant shall obtain all necessary approvals/permits from the Minnesota DNR, State of Minnesota, Dakota County and any other applicable regulatory agencies.
- K) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- L) **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the Conditional Use Permit. The violation of any condition of approval shall terminate the Conditional Use Permit.

Adopted this 3rd day of October, 2016.

City Clerk

Resolution No. 2016-182
October 3, 2016
Page 4 of 4

Exhibit A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-183

**A RESOLUTION APPROVING AN INTERIM USE PERMIT
FOR 600 VERDEROSA AVENUE**

WHEREAS, the City received an application from Danner, Inc. for a Planned Unit Development, Conditional Use Permit, and Interim Use Permit for the development of a vacant property located at 600 Verderosa Avenue and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their September 7, 2016 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission took action to recommend approval of the application at their September 7, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Findings. The City Council determines that the proposed Interim Use Permit will not be detrimental to the health, safety, or general welfare of the community, nor will it cause serious traffic congestion or hazards, nor will it seriously depreciate surrounding property values, and it is in harmony with the general purpose and intent of the Zoning Code. Additionally, the request is in harmony with the purpose and intent of the ordinance, the terms were consistent with the Comprehensive Plan, the property owner proposed to utilize the property in a reasonable manner, the plight of the property owner is due to circumstances unique to the property, and that any variance would not alter the essential character of the neighborhood.
3. Interim Use Permit. The proposed Interim Use Permit for a temporary rock crushing operation and stockpiling on the property at 600 Verderosa Avenue is hereby approved subject to the following conditions:

- A) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Community Development Department:
- | | |
|--|------------------|
| a) Application / Narrative (Danner, Inc.) | dated 08/02/2016 |
| b) Revised Narrative (Danner, Inc.) | dated 09/21/2016 |
| c) Site, Building and Landscape Plans (Lampert Architects) | dated 07/27/2016 |
- B) **Fill Permits Required.** Fill permits are required for the proposed rock crushing and stockpiling operation. Fill permits are subject to the review and approval of the City Engineer.
- C) **Approvals from other agencies.** The applicant shall obtain all necessary approvals from other applicable agencies such as MnDNR, MnDOT, and Dakota County.
- D) **Revised Site, Grading and Drainage Plans.** The applicant shall submit revised site plans, grading plans, and drainage plans showing specific locations for concrete/rock crushing and stockpiling.
- E) **Hours for Rock Crushing Operation.** The rock crushing and stockpiling operation shall only be allowed between the hours of 7:00 am and 7:00 pm.
- F) **Rock Crushing Agreement.** The applicant shall enter into a rock crushing agreement with the City.
- G) **Screening/Fencing and Maximum Height.** The rock crushing and stockpiling operation shall be screened behind wood, vinyl, or composite privacy fence or coniferous trees and shrubs. Barbed wire security fence is prohibited. The stockpiling and rock crushing operation shall not exceed a height of thirty-five (35) feet.
- H) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.

- I) **Term of the Interim Use Permit.** The Interim Use Permit for concrete/rock crushing and stockpiling shall run for a term of 4 years, expiring on December 31, 2020. This interim use shall be limited to the eastern portion of the property as shown on the revised site plan.

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

Adopted this 3rd day of October, 2016.

City Clerk

I accept the conditions of this Interim Use Permit:

(signature) Marlon Danner, Danner, Inc.

(date)

Exhibit A

To City Council Members,

We are requesting a PUD for redevelopment of the site at 600 Verderosa Avenue including the exterior storage of equipment, trucks and a fueling station and an IUP for a 4-year temporary rock/concrete crushing use.

We need this application to be considered at the September Council meeting so that we can close on the property by October 5th. We are currently in the process of selling our property at 843 Hardman Avenue to be redeveloped and are requesting the PUD to accommodate our use on the Verderosa site.

We are planning on a 15,600 sft prefabricated building for garage/shop area and a 3600 sft office space. The building will consist of concrete with brick and glass on the front of the building facing the street. At this time the building will be smaller than the 20% minimum size for the property, in the future we are planning to parcel it off to be able to have development on the into 3 parcels.

Clean up will consist of digging down whatever is needed and filling in with the material that will be on site (class 5 and sand). We will have to import and stockpile more material on the site before we start to remove the material. Phase 1 environmental study has already been done and a Phase 2 study is being done the week of September 20, 2016. When we have those results we will present to it to South St Paul City Council.

Phase 1: We will submit plans for the clean-up of the site and beginning clean-up/construction in the spring with the western portion of the site for the building. We will also haul in and stockpile material to be used at a later date.

Phase 2: Start or complete building for garage and office space and prep site around for future landscaping, storing equipment, trucks, etc.

Phase 3: Clean-up eastern portion for future development.

We will need the PUD to follow these phases due to the cost to redevelop the site due to the soil correction.

We will be placing the crusher and the screener on the eastern portion of the site at the beginning of the phase. We will also stockpile black dirt (BD), Class 5 (C5), Sand (S) and concrete rubble (Conc). We will eventually move those stockpiles so we can clean up the eastern portion when the middle portion is cleaned up. Our stockpiles will be no more than 35'.

Phase 4: We will clean up the eastern section for future development/building.

We will temporarily store trucks and heavy equipment on the eastern section until we can clean-up the western & middle sections for permanent storage.

We will also be building a 4-10' wall along the walking path with a 6' fence on top of the wall for more security.

The storm water and the landscaping will be figured out at a later time. Some landscaping will be done as the sections are complete. The storm water will need to be figured out after the site is cleaned-up and complete.

We would ask if we could send revised civil, storm water and landscaping plans to be reviewed and submitted later this fall.

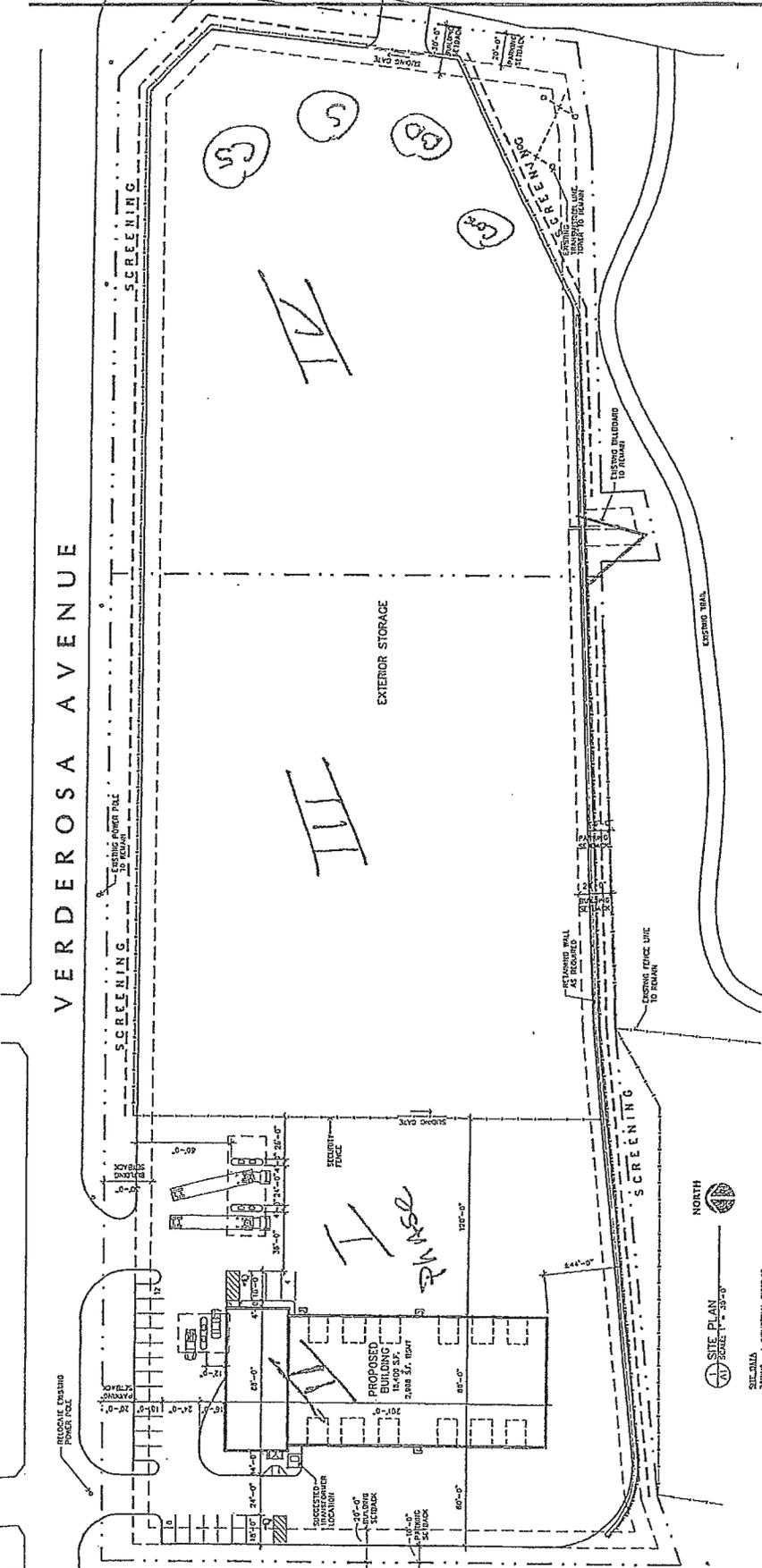
The signage would be the same as on the existing property.
I hope this gives you a little better idea of what I plan on doing on the property.

I will be glad to answer any more questions.

Sincerely,

Marley Danner

VERDEROSA AVENUE



NORTH
 SITE PLAN
 SCALE: 1" = 20'-0"

SUELLANA
 ZONING - 0 INDUSTRIAL DISTRICT
 LOT SIZE - 2,284,528 SF. = 52.1 ACRES
 PROPOSED TRUCK REPAIR FACILITY + 2,888 SF. BASEMENT
 18,400 SF. / 28,288 SF. = 52,600 SF.
 DANNERS TRUCK REPAIR FACILITY
 18,400 SF. AT 1/2000 = 12 STALLS
 2,888 SF. AT 1/2000 = 12 STALLS
 21,288 SF. AT 1/2000 = 12 STALLS
 21,288 SF. AT 1/2000 = 12 STALLS
 61 STALLS REQUIRED
 25 STALLS PROVIDED
 36 STALLS PROVIDED IN EXTERIOR STORAGE
 97 TOTAL STALLS PROVIDED

ARCHITECTS
 420 University Avenue
 St. Paul, MN 55103
 TEL: 612-222-1111
 WWW.DANNERS.COM

ARCHITECT CERTIFICATIONS:
 I HEREBY CERTIFY THAT THIS PLAN,
 SPECIFICATIONS AND CONTRACT DOCUMENTS
 WERE PREPARED BY ME OR UNDER MY CLOSE
 PERSONAL SUPERVISION AND THAT I AM A
 LICENSED ARCHITECT IN THE STATE OF
 MINNESOTA.

PRELIMINARY FOR CONSTRUCTION

DANNER TRUCK SERVICE
 South St. Paul, Minnesota

Project Name	Danner Truck Service, Inc.
Project Location	South St. Paul, MN
Project Designer	JAMES D.
Drawn By	JMB
Checked By	JMB
Date	11/11/2009
Scale	AS SHOWN
Sheet	SCREENING

SITE PLAN
 Sheet Number

A1

Project No. 100923-1

9/7/2016

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 planning to relocate to 600 Verderosa. The proposal calls for the construction of a 19,317 square foot building for truck service including 3,500 s.f. of office space. A parts storage area would be located in the lower level 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 Conditional Use include the fueling portion for gas and diesel and exterior storage. Rock crushing is also allowed as a Conditional Use 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 by building 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 allowing for 20% required lot coverage.

The applicant submitted a survey, site and landscaping plan; however, the site plan does not provide enough detail relating to the area that the applicant will be working to clean up.

Revised plans will be needed relating the parking lot area and stormwater treatments.

Discussion ensued regarding the vision for the 494 corridor. The building meets the standards and the side facing 494 would require screening for less visibility.

Commissioner Yendell queried about the soil conditions. The site has soft soils and is a construction landfill that is in need of excavation. Staff stated the applicant has the wherewithal to undertake the project.

Mr. Danner stated Braun-Intertec is undertaking environmental studies. A Phase I has been completed and Phase II will start shortly. He estimates 400,000 cu. yds. of rubble on the site which can be excavated and crushed in 4 years; however, he cannot be certain there isn't more until the Phase II is completed.

No correspondence was received nor was anyone present to comment on the application.

Commissioner Krueger stated this is an excellent way to clean up the site and provide an increase in tax base.

Chair Ross stated the Council reviewed the request at a Worksession and asked if any guidance was suggested. Mr. Hellegers reported the Council is interested in making the site developable; however, there are tradeoffs. While storage and stockpiling is not in the vision it will lead to making a vacant parcel developable.

Chair Ross asked the applicant if he is aware of the conditions of approval and if he takes exceptions to any of the conditions. The applicant stated he will do his best to be finished in the 4-year timeframe; however, if the Phase II reveals that debris is 27' feet throughout the entire site he will be unable to complete the project in that time.

Motion to approve Variances of 13.5% for the minimum building size, a CUP for a gas/diesel fueling station and exterior storage of equipment and an Interim Use Permit for temporary concrete rock crushing and stockpiling for the property at 600 Verderosa Avenue subject to conditions #1-11 in staff's report – Krueger/Humenik (6-0)

E. Twin City Hide Building Addition and Site Plan Amendment (501 Malden St.): Consider a request for a 6,254 square foot building addition to the southwest side of the existing facility and the addition of a parking lot at the SW corner of Clinton and Malden.

Mr. Hellegers reported Twin City Tanning is proposing construction of a 6,254 square foot addition to the southwest side of their existing facility. The proposed addition would be a refrigerated space to accommodate an additional process to the collagen processing that is currently taking place at the site. The addition does not meet setback requirements in the Industrial District and would require a variance of 12.4 feet. Additionally, the applicants are proposing a 23-space parking lot at the southwest corner to replace the parking lost with construction of the proposed addition. A setback variance would be needed for the southeasterly spaces of the proposed parking lot.

Planning Commission Meeting Date: Wednesday, September 7, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 3.D
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Project Name:	Danner, Inc. - Verderosa	
Site Address:	600 Verderosa <i>(also shown as 587 Verderosa)</i>	PID's: 360260025020 360260062017 360260065010
Applicant:	Danner Family Limited Partnership	
Request:	Consider the request for variances for minimum building size, conditional use permits for gas/diesel station and exterior storage, and an Interim Use Permit for temporary rock crushing operation	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	September 19, 2016	
Deadline:	October 11, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location Map, previous approvals B. Correspondence from neighboring property owners <i>(None)</i> C. Materials submitted by the applicant	

BACKGROUND

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Light Industrial ("494 Corridor")	I: Industrial	Light Industrial: United Rentals
South	Interstate 494	N/A	Interstate 494
East	River / trail	N/A	River / trail
West	Light Industrial ("494 Corridor")	I: Industrial	Light Industrial: Pomp's
Subject Property Site Data			
Future Land Use Plan	Light Industrial ("494 Corridor")		
Existing Land Use	Vacant		
Zoning	I: Industrial		
Property Size	9.25 acres [effectively 6.81 acres] - (296,576 s.f)		
Topography	Moderate slope		

ZONING SUMMARY:

Bulk Requirements	Required	Proposed
Setbacks:		
Front yard	30 ft.	80 ft 50 ft to fuel canopy
Side yard (east/west)	20 ft.	67 ft.
Rear yard	20 ft.	N/A
Building Height: (access. bldg.)	35 ft max (w/o CUP)	25.66 ft
Site Design	Required	Proposed
Parking Standards:		
Parking stalls	61	61*
Accessible parking stalls	1**	2
Parking Setbacks:		
Street-side	20	20
Interior side	10	10
Exterior Building Materials:	Precast concrete – painted banding, brick veneer accent on street side, windows primarily on office area but shown throughout.	
Other Critical Zoning Items		
Floodplain	No (behind levee)	
Shoreland	Yes	
MNRRRA	Yes	
Utility easements	No	

**The plan notes that 37 of the service staging stalls are provided in the exterior storage area which would not meet the City Code for approved hard surface parking area.*

***ADA accessible parking spaces need to be striped and signed and include the required access aisle space. One space is required for parking lots with 25 spaces or less, 26 or more would require 2 accessible spaces.*

EVALUATION OF THE REQUEST

The applicant is proposing to relocate their operation from 843 Hardman Avenue to the undeveloped site at 600 Verderosa. The proposal would require extensive soil remediation which would occur in phases going from west to east. The western portion of the property would accommodate a 19,317 square foot building including approximately 3,500 square feet of office space. The building would include truck service and would have a lower level parts storage area under the office space. In addition, the western portion of the property would include fueling stations for gas and diesel. The building would face north toward Verderosa Avenue. The eastern portion of the property would be a screened exterior storage area and would also house a temporary concrete crushing operation and stockpiling. The concrete crushing and stockpiling would coincide with the removal of concrete material currently buried on a portion of the site which would then be crushed on site. The concrete crushing and stockpiling is anticipated to last for 4 years. Screening would be provided by either fences or trees depending on the location.

A. VARIANCE/ CONDITIONAL USE PERMIT/ INTERIM USE PERMIT

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

1. Zoning / Land Use

The property is guided for light industrial and is part of the "494 Corridor" which stresses an importance on aesthetics, reduced exterior storage, and commercial or light industrial uses representative of the positive development within the BridgePoint area over the last decade. The proposed repair use could be considered light industrial but the exterior storage, concrete crushing, and stockpiling run counter to the goals of the "494 Corridor". The site is tucked up against the Interstate 494 right of way which is significantly higher than the site and may help to hide the site to an extent except where traffic exits for Hardman Avenue which would look right into the back of the site. The applicant has proposed a mixture of fence and coniferous trees to help screen the site.

The property is zoned I: Industrial which allows office as a Permitted Use, truck and vehicle repair as a Conditional Use, and exterior storage as a Conditional Use, and temporary on-site rock crushing (when used for surcharging the land as an integral part of a land reclamation approved by the City Engineer) as a Conditional Use.

Another zoning issue is the size of the building which at just over 19,000 square feet is only 6.5% of the usable parcel size (6.86 acres) where the Code would require a minimum building size of approximately 60,000 square feet. Since the concrete crushing and stockpiling on the eastern portion of the site are interim uses it is possible that portion of the site could eventually be developed using similar size site to that of the proposed repair building then there should be space to accommodate an additional 1-2 principal buildings. If that were to occur, it would bring the building coverage on the site to be consistent with Code requirements otherwise a significant variance for minimum building size would be required and findings to support the variance would be needed. Additionally, platting the property to accommodate development on the site as 2-3 parcels would also be advisable.

2. Exterior materials

The exterior on the plans shows precast concrete with painted banding as the primary building material. The building design includes a brick veneer on the front face of the building facing Verderosa Avenue and also has many windows on that side of the building. Windows are also used on the east and west sides of the building in the truck service area. A metal canopy is used as an accent material around the entries to the office areas.

3. Parking/Parking Surfaces / Stormwater Treatment

The site plan shows 24 designated parking spaces while the notes indicate that another 37 spaces would be in the exterior storage area. Unfortunately, those are not shown on the plan but there certainly is space to accommodate them. There is also additional space around the building, along the fence line and elsewhere on the developed portion of the site to provide more parking while allowing space for future redevelopment of the land further east on the site. The civil plans will need to be revised to show the location of the parking or "proof of parking" along with surfaces and landscape islands.

The City Code states that parking surfaces be paved and include curbing. The narrative indicates that the exterior storage area would be bituminous (which would be consistent with exterior storage requirements for surfaced area) however the plans do not show that the parking lot would be bituminous (just assumed), where curbing is located, landscaped planting islands and how stormwater treatment would be handled. If over 1 acre of impervious is disturbed with the development (which appears to be the case) then stormwater ponding or alternative means would be required for dealing with the stormwater.

Revised civil plans would be required showing the parking lot area and stormwater treatments. These plans will be subject to the review and approval of the City Engineer.

4. Odors

The proposed use as a truck repair facility with exterior storage is not expected to create odors which would impact the area. It is not known whether excavation would release odors due to the history of the site as a location of ponch manure from the former meat packing plants, but those odors would occur due to the excavation no matter what the end use would be.

5. Building Design and Architectural Standards / Height Requirements

The proposed building is predominantly precast concrete with some painted banding and some brick veneer and glass on the front face of the building. Additional windows are shown on the east and west sides of the building providing some natural light into the space and helping to break up the look of the building. The overhead doors for the service area are on the east and west sides so they do not face the street. The site also has a metal fuel service canopy in front of the building for the gas fueling area and diesel fueling canopy to the east side of the building.

Industrial district requirements call for no structure to exceed 35 feet without a Conditional Use Permit. The proposed building would be no taller than 26 feet. The site is also in the MNRRRA/MRCCA overlay zone area and the height requirement of 35 feet would also need to be adhered to for the stockpiling proposed on the eastern portion of the site.

6. Correspondence from Neighboring Property Owners

Staff had not received any correspondence from neighboring property owners prior to the writing of this report.

7. Landscaping

Landscaping standards for the Industrial district require at least 15% of the site to be landscaped. The landscaping plan and impervious area, mentioned earlier are incomplete. Revised landscaping and civil plans will be required. A list of landscape plantings has been included that shows a mixture of deciduous and coniferous trees show planted around the site. Generally, the south side of the site, facing 494, would include coniferous trees which would serve the dual purpose of landscaping and also screening the exterior storage area.

8. VariANCES Proposed in the Application

Minimum building size of 20% of the site is required where the application contemplates only 6.5%, a variance of 13.5% from the standard for the Industrial District.

9. Variance Findings

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

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

- iii. *The variance will not alter the essential character of the neighborhood.*

Staff has reviewed the proposal and while the site has some unique attributes and practical difficulty that may dictate granting a variance the amount of the variance necessary would be far too large. Revising the plans to contemplate the future development of the eastern portion of the site and perhaps amending the application to be a Planned Unit Development (PUD) would be advisable. That would allow the City to consider the development as a whole rather than piece by piece for each Variance, CUP, IUP, etc.

10. Conditional Use Permit Findings:

The applicant is seeking as Conditional Use Permit (CUP) for a gas/diesel fueling station on the site and for exterior storage (not the stockpiling/rock crushing that will be considered as an Interim Use Permit on the subject property at 600 Verderosa Avenue. The Council may grant a Conditional Use Permit, if the following criteria can be met:

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

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

11. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) to have stockpiling and rock crushing on the site for a four-year period that would expire on December 31, 2020. City Code Section 118-41, states that the City Council may grant an interim use permit for the interim use of property, if the following criteria can be met:

Interim Use Permit Criteria:

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

City staff has determined that the proposed interim use would meet the criteria. First, the proposed use would allow for development of a site that will need significant soil remediation. The Interim Use would allow the crushing of concrete from a portion of the site and stockpiling dirt for use in the cleanup of the site which would allow for development of the remainder of the site. Second, the use will terminate after December 31, 2020. Third, the permit would not impose additional costs should it be necessary to acquire the property, the site is not a site that the City is planning to acquire in the future. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has review the application and determined that the application is consistent with the Variance findings (see p. 4 of this report) and the Conditional Use Permit findings (see p.5 of this report), then staff would recommend the following conditions for a *recommendation* for approval:
- **(Step 1) Findings:** The Planning Commission would need to include findings (see the section above) that the proposed Conditional Use Permits, Interim Use Permit, and Variance would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions. Additionally, the Commission would need to include findings for the Variances to consider whether there is practical difficulty that would apply.
 - **(Step 2) Recommendation for Approval:** Approval of the **Variances** of 13.5 % for the minimum building size, a **Conditional Use Permit** for a gas/diesel fueling station, a **Conditional Use Permit** for exterior storage of equipment, and an **Interim Use Permit** for temporary concrete/rock crushing and stockpiling feet for the property located at 600 Verderosa Avenue, subject to the following conditions:
 - 1) **Compliance with Plan Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:
 - a) **Application / Narrative (Danner, Inc.)** **dated 08/02/2016**
 - b) **Site, Building and Landscape Plans (Lampert Architects)** **dated 07/27/2016**

- 2) **Building Permits Required.** Building permits are required for the proposed improvements. All building plans and specifications are subject to the review and approval of the City Building Official and South Metro Fire Marshal.
- 3) **Parking and ADA Accessible Parking.** The applicant shall stripe the parking spaces and shall sign and stripe the parking lot to provide ADA accessible parking spaces at the building site.
- 4) **Revised Civil and Landscaping Plans.** The applicant shall submit revised landscaping plans showing the location of paved surfaces, curbing, and landscaping. Plans will also need to indicate how stormwater would be treated to comply with Code.
- 5) **Approvals from other agencies.** The applicant shall obtain all necessary approvals from other applicable agencies such as Mender, MnDOT, and Dakota County.
- 6) **Revised Site Plans.** The applicant shall submit revised site plans showing specific locations for exterior storage of equipment, concrete/rock crushing and stockpiling.
- 7) **Screening/Fencing.** Dumpsters shall be screened in accordance with City Code, such screening is subject to the review and approval of the City Planner. Exterior storage shall be screened behind wood, vinyl, or composite privacy fence or coniferous trees and shrubs. Barbed wire security fence is prohibited.
- 8) **Stormwater Maintenance Agreement.** The applicant will need to maintain their stormwater system to ensure that it functions properly. A stormwater maintenance agreement will be required which will explain steps to proper stormwater system maintenance.
- 9) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
- 10) **Term of the Interim Use Permit.** The Interim Use Permit for concrete/rock crushing and stockpiling shall run for a term of 4 years, expiring on December 31, 2020. This interim use shall be limited to the eastern portion of the property as shown on the revised site plan.
- 11) **Termination of the Variance, Conditional Use Permit, and Interim Use Permit.** The Variance, Conditional Use Permit, and Interim Use Permit will terminate if improvements have not substantially begun within 1-year from the date of approval of the Variance, Conditional Use Permit and Interim Use Permit. The violation of any condition of approval shall terminate the Variance, Conditional Use Permit, and Interim Use Permit.

- B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.
- o Recommendation for Denial: Denial of the proposed Conditional Use Permit, Interim Use Permit, and Variance for the property located at 600 Verderosa Avenue for the following reasons:

1) _____

STAFF RECOMMENDATION

The application involves a number of different requests and would require 2 Conditional Uses, a variance for the building size and an Interim Use Permit for the temporary rock crushing and stockpiling. There are a number of plans that need to be revised to account for requirements and the current proposal does little to discuss potential future development of the eastern portion of the site. Since part of the application is for an Interim Use it would seem only prudent to also have a discussion about the longer term plan for the proposed site. Staff believes that the best way to address these issues would be for the applicant to withdraw the application in its current format and resubmit the application as a Planned Unit Development (PUD) and plat. The PUD would allow the City to review the site as one development rather than several piecemeal items and would provide better flexibility in dealing with things like the longer development timeline for the eastern portion of the site.

The proposed use of the site for exterior storage, stockpiling, and concrete/rock crushing is contrary to the vision for properties in the "494 Corridor" from the City's current Comprehensive Plan which looked to lessen exterior storage and improve aesthetics adjacent to 494. However, the site has substantial soil issues that and the proposed use would provide an opportunity to create future development opportunities on the site. The property is also large enough that it could be split into another two development parcels. Based on the proposed use of the site as a repair facility and the adjacent repair facility it is likely that any additional development on the site would be drawn to that site for similar use.

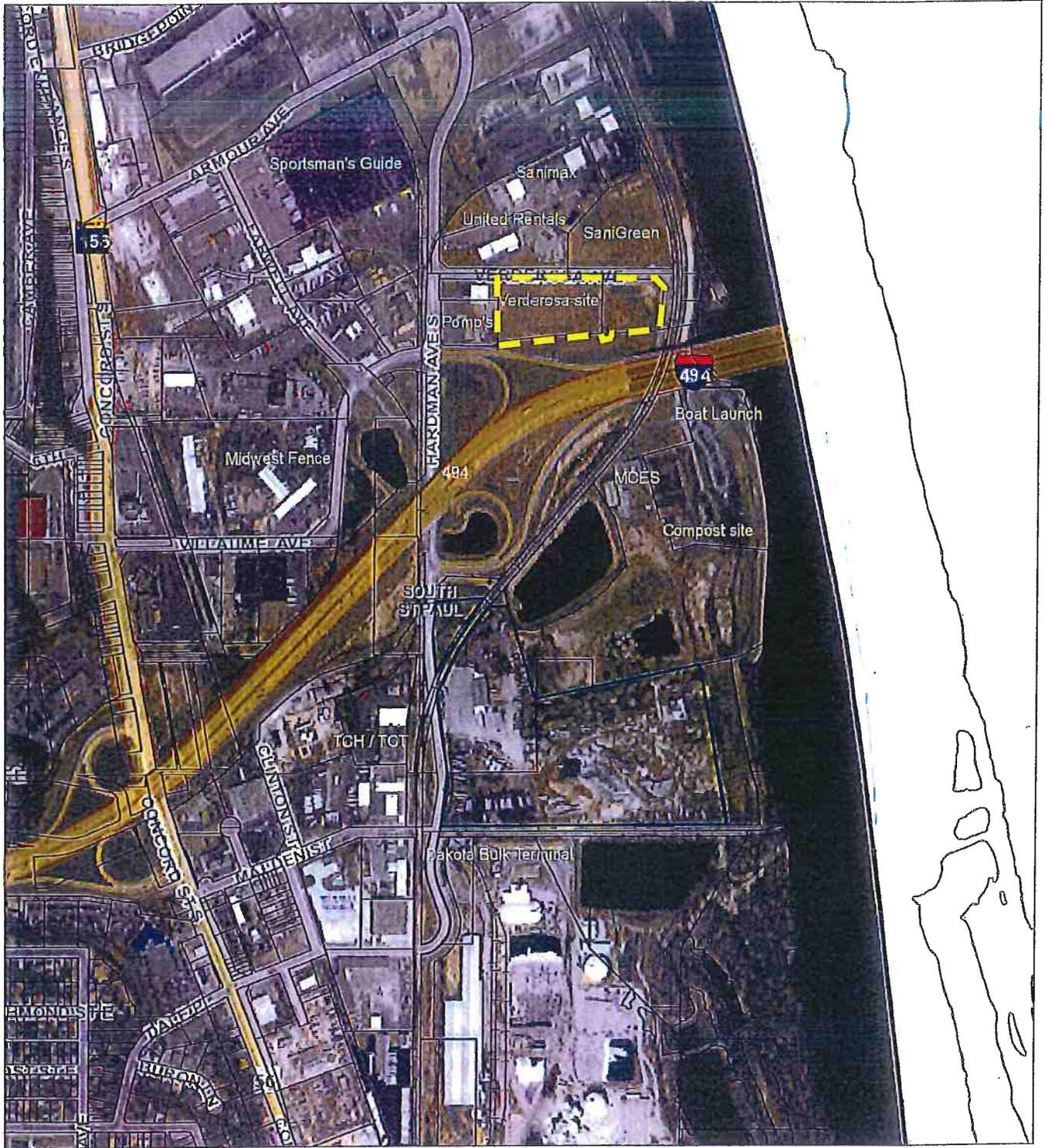
Staff recommends tabling the request to the October Planning Commission meeting to allow the applicant time to provide the requested information. Staff would also recommend withdrawing the current application and resubmittal as a Planned Unit Development. If considered as submitted and without the additional items noted, then staff would have to recommend denial.

Respectfully Submitted,

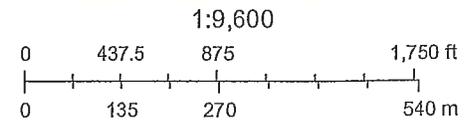
Peter Hellegers

Peter Hellegers, City Planner

Danner - Verderosa Site and Hardman



August 8, 2016



Schools
 Property Information
 Political Administrative

A₂

600 Verderosa



03/15/2015

600 Verderosa

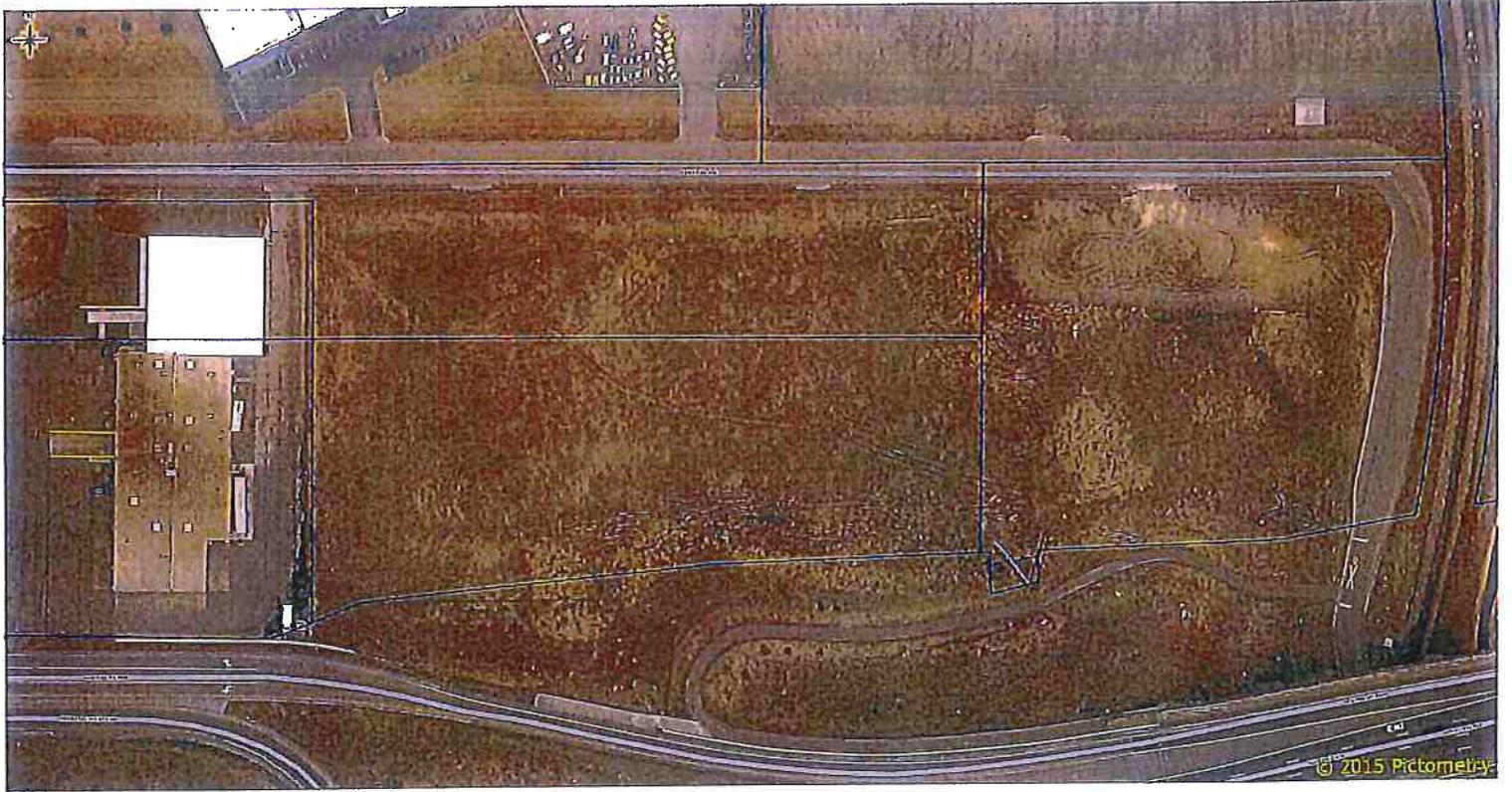
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03/17/2015

A4

600 Verderosa



03/15/2015



South St. Paul

A5

Meeting Date: September 7, 2016

To: South St. Paul Planning Commission

From: Ryan Garcia, Economic Development Manager

Subject: Economic Development Advisory Board (EDAB) Comments – Verderosa Development Concept

Overview

At its regularly scheduled meeting on August 16, 2016, the Economic Development Advisory Board (EDAB) reviewed a development concept and initial staff findings as related to the redevelopment concept proposed by Danner, Inc. for the roughly 7 acre property on Verderosa Avenue. Staff is presenting the Planning Commission with EDAB's feedback as an informational supplement for consideration at the public hearing for this item.

Summary of EDAB Comments and Concerns

EDAB recognized the opportunity to improve the long-term viability of development of the site in question and improve the City's tax base, but hoped that the formal submission would offer additional clarity on several issues, as summarized below:

- Given the nature of the proposed operation, the volume and intensity of heavy vehicular traffic should be expected to increase, likely in a manner consistent with Danner, Inc.'s current operations south of 494. EDAB members noted that existing operations routinely introduce debris, dust, and dirt on the Hardman Ave. South roadway and access routes.
- The most significant aesthetic impacts of concern cited by EDAB members were related to the visual impacts (stockpiling of material), especially as they are viewed from I-494 and the adjacent trail corridor as well as air and water quality impacts from rock crushing-related dusts, particulates, and mitigation measures.
- The Concept as it was presented in August indicated that crushing operations were anticipated for "approximately 4 years". EDAB was interested in gaining an understanding of how firm that time commitment was, whether that timeline would be integrated into any approvals, and what the long-term plan for the site entails. EDAB noted the existing operation has had its "interim" use permit extended in the past and felt that such an approach would not be appropriate or desirable for the Verderosa location.
- EDAB was hopeful that if the concept receives City approval, such approval would include clear and firm conditions that sought to minimize the impacts cited above while emphasizing the expectation that the long-term objective is to address soil and environmental conditions at the site and enhance the developability of the property.

C

To City Council,

AUG 02 2016

We are going to ask for a C.U.P for extra storage of equipment, trucks and for our fueling station. We are also asking for an I.U.P for material to stockpile on site, before we start digging out the demolition material. There is about 400,000 yards of material that need to be dug out and hauled away. We want to crush the concrete on site for approximately 4 years. It will take about that long to get that done. The removal and haul out of material that is stockpiled on the property, will be placed there in the summertime, except when the building is being constructed. That will have to be done in the winter, because it should be put up in March.

The building will be a prefabricated concrete building. We will attach pictures along with our proposed plans.

The outside area that will be removed will be screened of brush and trees. This lot should be about 8-10 feet lower than the path. There will be a wall constructed on the south side of the property. There will be a chain link fence put on top of the storage area. When completed it will be an all impervious surface.

Being that the property is all contaminated. The storm water will have to go directly into a storm pipe that will have to be moved onto the property. After the parking lot is done we will have to do something different.

The signage will remain the same as it is on our property now.

I can explain more if I am aloud to come to a work session and answer any questions you may have.

A handwritten signature in black ink, appearing to read "Malone". The signature is fluid and cursive, with a large loop at the end.

C2



LAMPERT ARCHITECTS

420 Seventh Avenue
St. Paul, MN 55102
Tel: 612.224.2244
www.lampertarchitects.com

PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN,
SPECIFICATION AND ALL INFORMATION
HEREON PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF COMPLY WITH ALL CITY, STATE AND
FEDERAL REQUIREMENTS.

PRELIMINARY
FOR CONSTRUCTION

AUG 02 2016

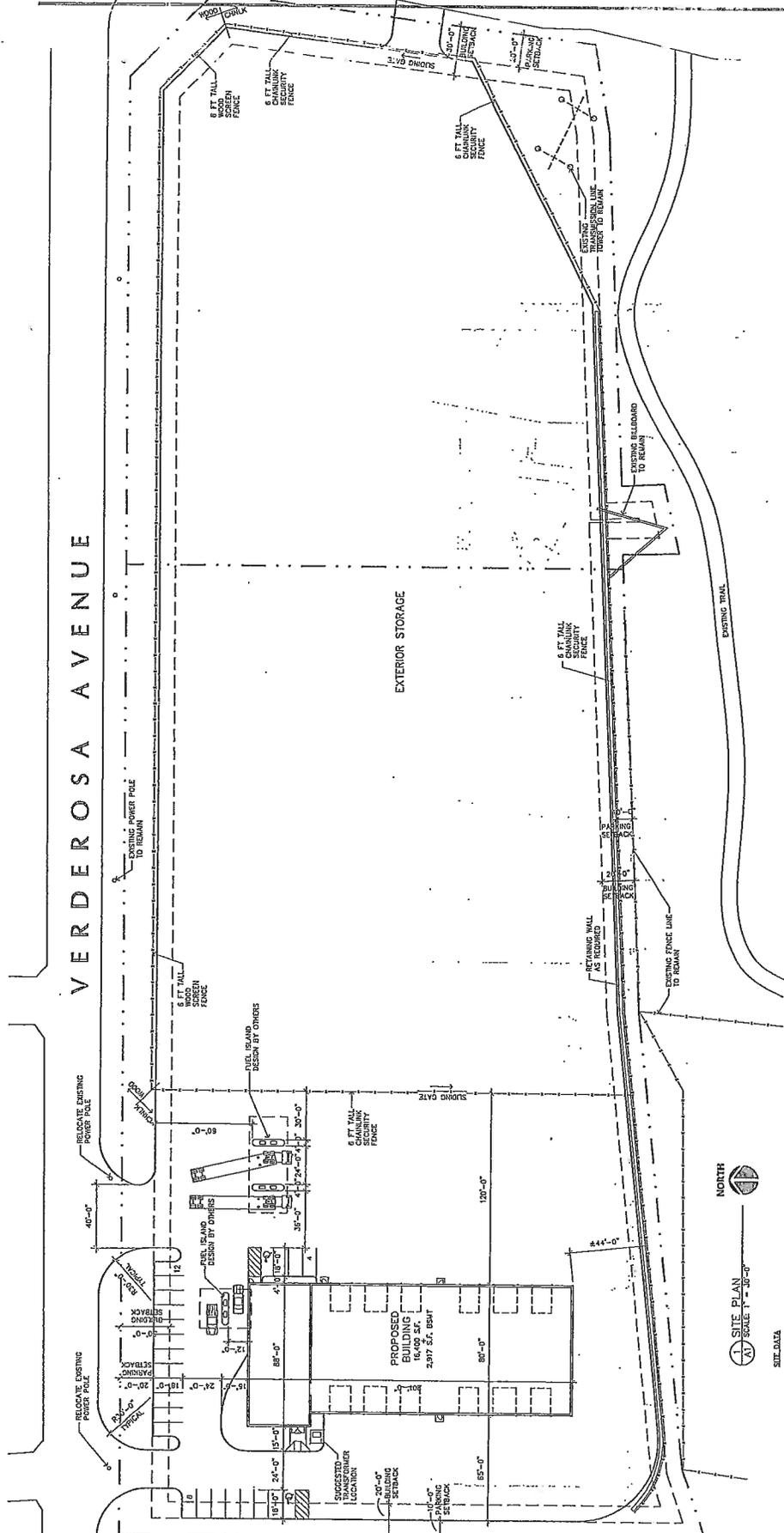
DANNER TRUCK SERVICE
South St. Paul, Minnesota

Checked By: J.L.
Drawn By: J.B.
Project Engineer: JAMES B.
Survey: James B. Lampert, Inc.
City: St. Paul, MN
Sheet: 1 of 1
Revision: 1/22/16
PRELIMINARY
1/22/16
CITY SUBSTITUTAL

SITE PLAN

Sheet Number

A1



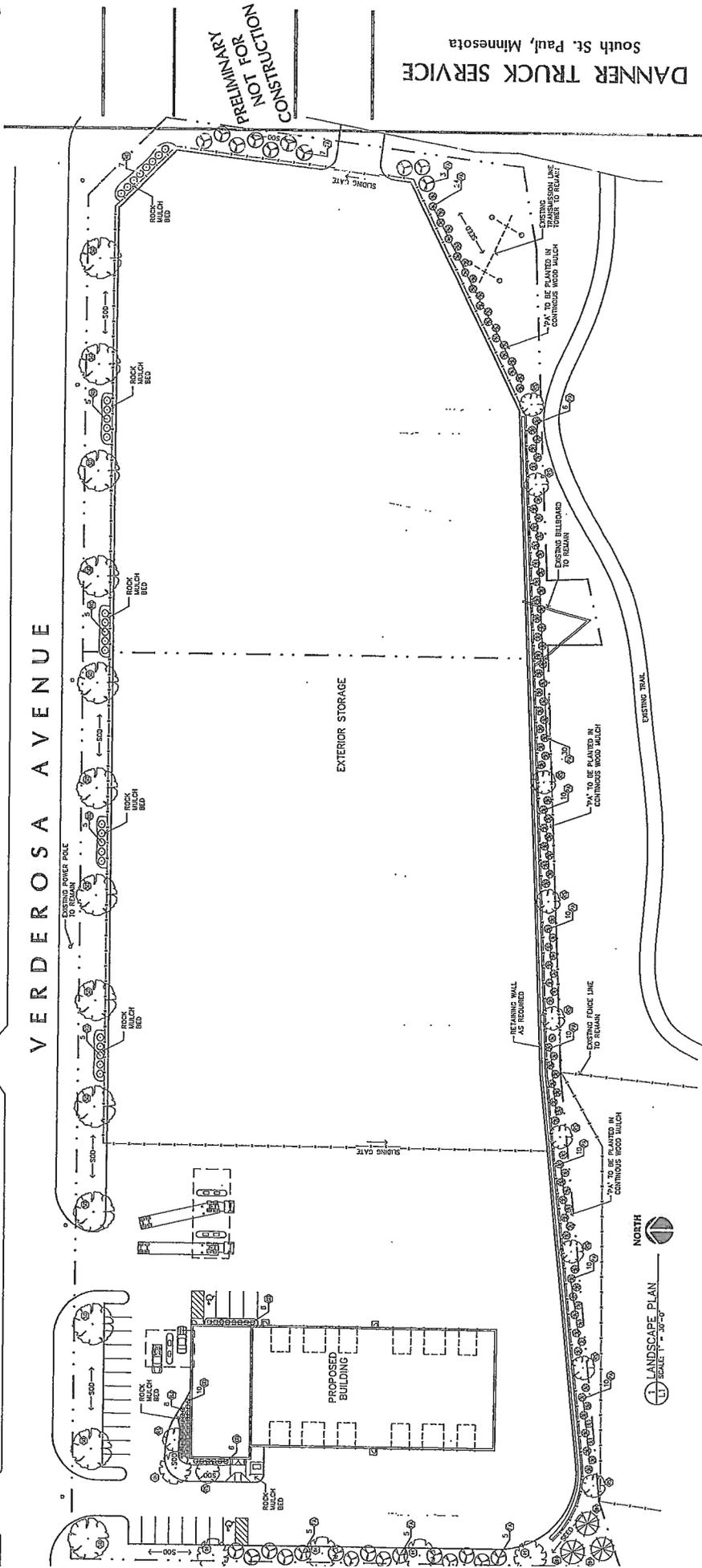
NORTH
SITE PLAN
SCALE 1" = 30'-0"

- SIZE DATA**
 ZONING = INDUSTRIAL DISTRICT
 LOT SIZE - 1.00 ACRES
 BUILDING COVER/AGE
 16,400 SF / 29,576 SF. = 55%
 OFFICE AREA
 2,977 SF. AT 1/200 = 12 STALLS
 12 BAYS AT 37' X 40' = 28 STALLS
 STORAGE AREA
 2,977 SF. AT 1/2000 = 1 STALLS
- STALLS PROVIDED**
 40 STALLS PROVIDED
 41 TOTAL STALLS PROVIDED
- STALLS REQUIRED**
 61 STALLS REQUIRED
 21 STALLS PROVIDED
 40 TOTAL STALLS PROVIDED

NOTE: BOUNDARY MUST BE VERIFIED WITH CURRENT SURVEY

C3

VERDEROSA AVENUE

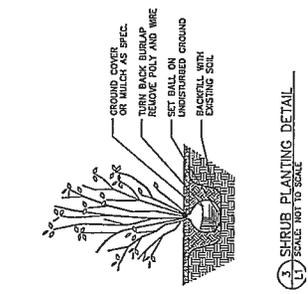
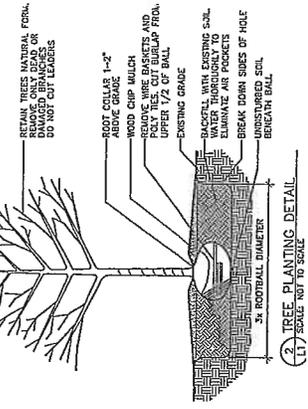


DANNER TRUCK SERVICE
South St. Paul, Minnesota

PRELIMINARY
CONSTRUCTION
NOT FOR

PLANTING SCHEDULE	QTY.	KEY COMMON NAME	BOTANICAL NAME	SIZE	MT/D	REMARKS
13	50	SWAMP WHITE OAK	QUERCUS BICOLOR	2.5' DB		
5	10	IMPERIAL HONEYLOCUST	BETULA NIGRA	2.5' DB		
11	15	RED SPLENDOR CRAB	MAHONIA REBENS	1.5' DB		
3	3	SEAGRAM BIRCH	PRINIA CLAUCA BENSATA	6 FT BB		
3	3	SEAGRAM BIRCH	PRINIA CLAUCA BENSATA	6 FT BB		
27	27	RED TWIG DOGWOOD	CORNUS BAILEYI 'CARDINAL'	AS CONT.		
114	114	FRANZOSI	TRIALIA OCCIDENTALIS	AS CONT.		
24	24	CARLENE CLOW	CORNUS HESSEI BANGSA CLOW	AS CONT.		
6	6	BLUE CHIP	AMPELISPERMUM RUCICARPUM	AS CONT.		

LANDSCAPE NOTES:
1. SEED/SOIL AREAS AS SHOWN ON THE PLAN.
2. TO BE SPRAWLED FROM EXISTING PLANTING BEDS.
3. UNDESIGNED IRRIGATION SYSTEM TO BE PROVIDED FOR ALL FOUNDATION PLANTINGS AND SLOPED AREAS. Perform further checks.



LANDSCAPE PLAN
SCALE 1" = 30'-0"

NORTH

PROPOSED BUILDING

EXTERIOR STORAGE

EXISTING TRAIL

EXISTING FENCE LINE TO REMAIN

EXISTING POWER POLE TO REMAIN

EXISTING BULLDOZED 14' FURNISH

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C10



LAMPERT ARCHITECTS
 20 Summit Avenue
 Minneapolis, MN 55401
 Phone: 612.338.1111 Fax: 612.338.2888
 www.lamperarch.com

ARCHITECT CERTIFICATION:
 I, the undersigned, being a duly licensed
 architect under the laws of the State of
 Minnesota, do hereby certify that I am the
 author of the design and content of the
 above described drawings, and that I am a
 duly licensed architect under the laws of
 the State of Minnesota.

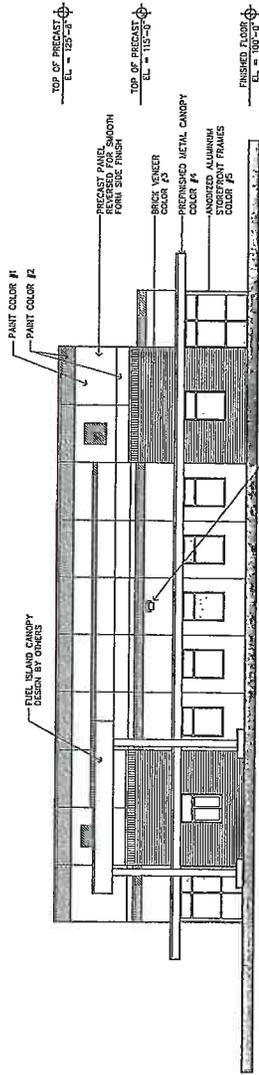
PRELIMINARY FOR CONSTRUCTION

DANNER TRUCK SERVICE
 South St. Paul, Minnesota

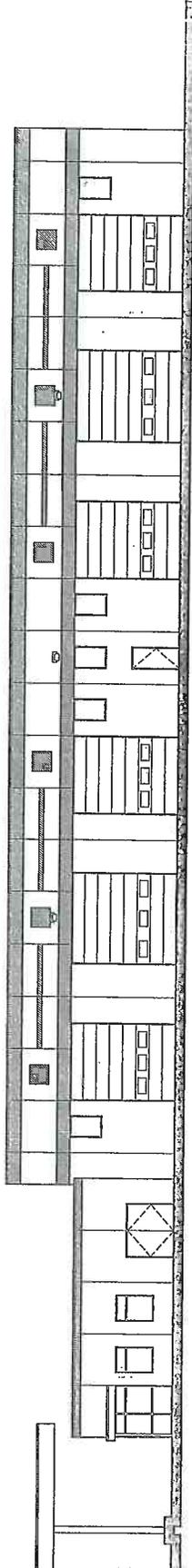
Project Name	Danner Truck Service, South St. Paul, MN
Project Designer	LamPERT Architects, P.A.
Project Designer	JAMES B.
Drawn By	ARB
Checked By	LL
Revisions	
7/23/16	PRELIMINARY
7/27/16	CITY SUBMITTAL

BUILDING ELEVATIONS
 Sheet Number

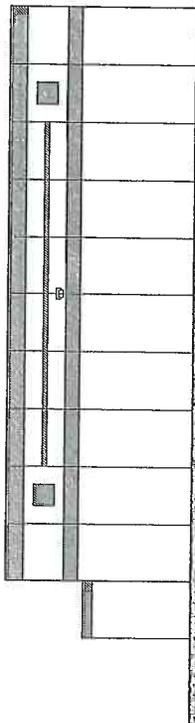
A3



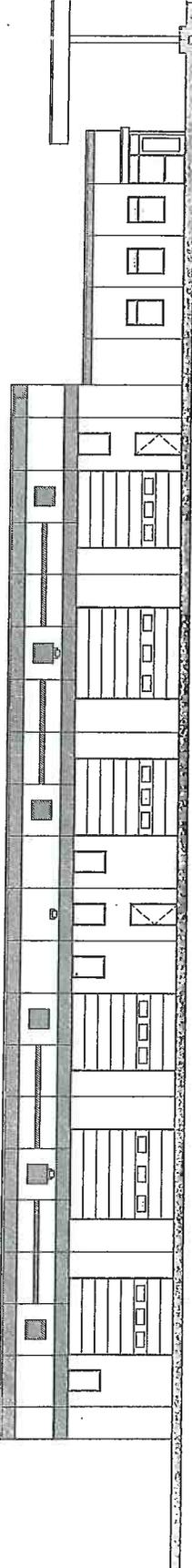
1 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
 SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"



4 EAST ELEVATION
 SCALE: 1/8" = 1'-0"