

City of South St. Paul

COUNCIL AGENDA

Monday, November 21, 2016

7:15 p.m.

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

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PRESENTATIONS:

A. Presentation: Nickolas Krueger – Troop 219 - Eagle Scout Project

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 November 7, 2016

B. Accounts Payable

C. Authorization to Increase the Level of Service from LOGIS for GIS Services and Product Development

D. Senior Citizen Deferment for 2331 Kraft Street

E. Authorization to Execute Service Agreement with Dakota County for One-Stop Permit System for Right of Way Management

F. Authorization to Execute Contract for Consulting Services for Alice Court Water Tower Telecommunications Decommissioning

G. City Council Meeting Minutes of November 14, 2016

- H. Business Licenses
- I. Federal Land Access Program Grant Application Resolution of Support
- J. Final Compensating Change Order – 2016 Boulevard Trees
- K. Airport T-Hangar Leases
- L. Lawful Gambling Exemption – Make-A-Wish Foundation

9. PUBLIC HEARINGS:

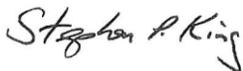
10. GENERAL BUSINESS:

- A. Amended Conditional Use Permit (CUP) for a 23,000 s.f. building addition – 501 Richmond St. E. (Cemstone)
- B. Interim Use Permit (IUP) for trailers/containers for exterior storage for a 5-year term on the property at 600 Gun Club Rd. (SSP Rod and Gun Club)
- C. Second Reading – Ordinance Amendment for accessory buildings
- D. McMorrow Field Renovation Change Orders

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

Respectfully Submitted,



Stephen P. King, City Administrator

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF NOVEMBER 7, 2016**

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

ROLL CALL:

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

Absent, None

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

5) Presentations

- Glenn Boche made a presentation on behalf of the South St. Paul Yellow Ribbon Committee.

6) Citizens' Comments

- Bernie Beerman thanked Mayor Baumann and Councilmember Niederkorn for their service to the City. Mr. Beerman also wanted to let the Council know that he is concerned about the Southview Boulevard Project.

7) Agenda

Moved by Seaberg/Flatley

MOVED: To approve the agenda.

Motion carried 7 ayes/0 nays

8) Consent Agenda

Moved by Rothecker/Niederkorn

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

1. City Council meeting minutes of October 17, 2016
2. Resolution No. 2016-197, approving accounts payable
3. Approve the South St. Paul City Council meeting schedule for the 2017 calendar year
4. Resolution No. 2016-196, declaring certain City property as surplus and authorizing sale of surplus property
5. Approve final compensating change order to the 2016 Miscellaneous Concrete Repair Program Project (2016-003) in the amount of a \$13,272.25 decrease to the contract making the final contract amount of \$84,876.75

6. Business Licenses
7. Approve the bid from Steenberg Specialties for the dorm room remodel in the amount of \$16,462.00
8. Authorize construction contracts with DNL Builders, LLC., Merit Electric Company, and Cooper Mechanical and to ratify expenditures for office furniture, casework, and miscellaneous items for remodeling the Engineering/Licensing & Code Enforcement Division Offices in City Hall
9. Authorize Lametti & Sons, Inc., to complete necessary construction activities outside of the City's standard working hours between 7:00 a.m. to 10:00 p.m. in order to construct the cured-in-place pipe lining of the 66-inch RCP outlet (Gatewell B2) as part of the Flood Control System Improvements project
10. Resolution No. 2016-200, declaring certain city property surplus and approving disposal
11. To accept the 2016 3rd Quarter Financial Report
12. Resolution No. 2016-203, amending 2016 Budget
13. Resolution No. 2016-204, accepting funds for the 2016 Great Halloween Get Together

Motion carried 7 ayes/0 nays

9a) Certifying Unpaid Charges to the County Auditor

Moved by Seaberg/Hansen

MOVED: To adopt Resolution No. 2016-198, certifying delinquent charges to the Dakota County Auditor for collection with the property taxes payable in 2016.

Motion carried 7 ayes/0 nays

9b) Authorizing Bonds; Providing for the sale of \$1,220,000 Taxable GO Airport Bonds

Moved by Rothecker/Flatley

MOVED: To adopt Resolution No. 2016-201, authorizing bids and providing for the sale of \$1,220,000 General Obligation Bonds, Series 2016A.

Motion carried 7 ayes/0 nays

9c) Certification to Taxes - 2016 Miscellaneous Concrete Repair

Moved by Niederkorn/Podgorski

MOVED: To adopt Resolution No. 2016-199, certifying unpaid sidewalk repair charges for 2016 to the County Auditor.

Motion carried 7 ayes/0 nays

11) Adjournment

Moved by Seaberg/Flatley

MOVED: To adjourn the meeting at 8:14 p.m. and will reconvene at 7:00 p.m., Monday, November 14, 2016, to canvass the votes of the Primary Election.

Motion carried 7 ayes/0 nays

Approved: November 21, 2016

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 21, 2016

DEPARTMENT: Finance

ADMINISTRATOR:

SPK

8-B

AGENDA ITEM: Accounts Payable

ACTION TO BE CONSIDERED:

Motion to adopt Resolution 2016-211 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. 2016-211

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:	
124664-124803	\$ 874,517.09
2016363-2016375	<u>\$ 177,830.08</u>
Total	\$ 1,052,347.17

Adopted this 21st day of November, 2016.

Christy Wilcox, City Clerk

Council Check Register by GL
Council Check Register and Summary

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>	<u>Business Unit</u>
124680	11/10/2016		5792 CORPORATE MARK, INC						Continued...	
		44.00	CUSTOM NAME TAPES		43853	422112	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		44.00								
124681	11/10/2016		1240 DAKOTA COMMUNICATIONS CENTER							
		49,356.00	DUES/PROJECT FUND		43855	SO2016-12	10210.6305		DISPATCH SERVICES	POLICE PROTECTION
		49,356.00								
124682	11/10/2016		1252 DAKOTA COUNTY TECHNICAL COLLEGE							
		450.00	CASE & SCHMITZ 10/26/2016		43854	00140569	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		450.00								
124683	11/10/2016		1346 ELG, JON							
		66.42	MILEAGE REIMBURSEMENT AUG-OCT		43788	11/3/2016	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		66.42								
124684	11/10/2016		1369 ESS BROTHERS & SONS INC.							
		14,790.00	PROJECT I & I CIP#WS-08-138		43789	VV8628	40402.6371		REPAIRS & MAINT CONTRACTUAL	CAPITAL PROGRAMS FUND
		14,790.00								
124685	11/10/2016		1378 E-Z SHARP, INC.							
		124.00	GRINDING WHEEL		43790	159192	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		124.00								
124686	11/10/2016		4530 FILTRATION SYSTEMS INC							
		539.01	FILTERS		43791	75411	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		539.01								
124687	11/10/2016		1416 FIRST PRESBYTERIAN CHURCH							
		250.00	GENERAL ELECTION		43792	11/8/2016	10140.6381		OTHER RENTALS	CITY CLERK
		250.00								
124688	11/10/2016		1428 FORCE AMERICA							
		197.13	PIPE FITTING/VALVE TRUCK #331		43793	IN001-1091405	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		197.13								
124689	11/10/2016		1440 FREEDOM SERVICES INC							
		577.55			43821	1108161314373	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		577.55								
124690	11/10/2016		1473 GERTEN GREENHOUSES 2							

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
124690	11/10/2016		1473 GERTEN GREENHOUSES 2						Continued...	
		95.85	FILL FOR GROUND OUT STUMPS		43797	1277/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>95.85</u>								
124691	11/10/2016		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		193.70	#10 ENVELOPES/FINANCE		43794	70808J	10150.6201		OFFICE SUPPLIES	FINANCE
		111.65	WINDOW ENVELOPES/LIC&CODE DIV		43795	70836J	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		<u>180.50</u>	ENVELOPES		43796	70824J	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		485.85								
124692	11/10/2016		6643 GRAINGER							
		192.24	TRASH BAGS & BULB REMOVER		43798	9256995201	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		192.24	TRASH BAGS & BULB REMOVER		43798	9256995201	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		19.44	DISPOSIBLE GLOVES		43799	9256686297	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>19.44</u>	DISPOSIBLE GLOVES		43799	9256686297	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		423.36								
124693	11/10/2016		7330 GROVES, NIKKI							
		115.68	LOST CHECK/REFUND CSCC RENTAL		43881	8/19/2016	20250.4546		CSCC ROOM RENTAL	CENTRAL SQUARE
		<u>115.68</u>								
124694	11/10/2016		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		76.24	FLUIDMASTER VALUE PACK		43800	9149841464	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		15.87	TANK TO BOWL HARDWARE KIT		43800	9149841464	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		53.29	SPROUTS & AERATORS		43800	9149841464	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>129.48</u>	RED/GREEN LED EXIT SIGN		43801	9149716985	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		274.88								
124695	11/10/2016		3553 IPROMOTEU							
		987.75	GLOW NECKLACES		43803	1126094MPT	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>987.75</u>								
124696	11/10/2016		6869 IUOE LOCAL 70							
		147.75			43819	11081613143719	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>147.75</u>								
124697	11/10/2016		6642 JOHNSON CONTROLS, INC							
		1,223.94	REPLACE HOT WATER PUMP		43802	1-41598367951	50677.6371.020		MTNCE-HEATING/COOLING	NAN MCKAY APT BLDG
		<u>1,223.94</u>								
124698	11/10/2016		7262 KODIAK POWER SYSTEMS, INC.							

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
124698	11/10/2016		7262 KODIAK POWER SYSTEMS, INC.						Continued...	
		647.00	FUEL TESTING AT CITY HALL		43804	KPS0048	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		894.00	WELL #5 / WELL #1 / WELL #4		43804	KPS0048	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		298.00	WATEROUS LIFT STATION		43804	KPS0048	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		298.00	GATE L STORM LIFT		43804	KPS0048	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>2,137.00</u>								
124699	11/10/2016		6680 LANDRUM DOBBINS LLC							
		375.00	LEGAL OCT 2016 (ENGELKE)		43856	2724	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		540.00	LEGAL OCT 2016 (BESTER)		43856	2724	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>915.00</u>								
124700	11/10/2016		1818 LELS LOCAL 95							
		1,300.00			43822	1108161314374	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>1,300.00</u>								
124701	11/10/2016		1838 LITTLE FALLS MACHINE, INC.							
		427.75	PLOW MARKERS		43805	00058791	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>427.75</u>								
124702	11/10/2016		1842 LOCAL 120							
		1,425.00			43823	1108161314375	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>1,425.00</u>								
124703	11/10/2016		1855 LUTHER MEMORIAL CHURCH							
		350.00	GENERAL ELECTION		43857	11/8/2016	10140.6381		OTHER RENTALS	CITY CLERK
		<u>350.00</u>								
124704	11/10/2016		7454 MARSCHINKE, JAMES							
		72.00	NOV 2016-FEB 2017		43858	9884	20250.4541		CSCC MEMBERSHIPS	CENTRAL SQUARE
		5.13	REIMBURSE 4 MONTHS MEMBERSHIP		43858	9884	20250.2081		DUE TO OTHER GOVT-SALES	CENTRAL SQUARE
		<u>77.13</u>								
124705	11/10/2016		1900 MCMULLEN INSPECTING, INC.							
		1,357.60	ELECTRICAL FEES THRU 11/1/2016		43859	11/1/2016	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMENT
		<u>1,357.60</u>								
124706	11/10/2016		1911 MENARDS, INC-WEST ST PAUL							
		11.98	FILTER		43806	22819	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		18.88	BULBS		43806	22819	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		21.59	JOINT PLIER		43807	23012	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

CITY OF SOUTH ST PAUL
 Council Check Register by GL
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124715	11/10/2016		2149 OFFICE OF MN IT SERVICES						Continued...	
124716	11/10/2016		2243 POLICE FLOWER FUND							
		27.00			43814	11081613143714	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>27.00</u>								
124717	11/10/2016		2286 QULL CORP							
		83.83	CLIPS/INK/TAPE/PAPER PUNCH		43868	1215606	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		119.97	CLIPS/INK/TAPE/PAPER PUNCH		43868	1215606	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>203.80</u>								
124718	11/10/2016		7455 REPUBLIC SERVICES							
		72.20	TRASH SRVC 820 SOUTHVIEW 10/16		43878	0923-003136203	20284.6379	229050	CONT SERV/REFUSE & SANITATION	DEVELOPMENT
		<u>72.20</u>								
124719	11/10/2016		1634 RICOH USA, INC.							
		227.00	COPIER RENT		43870	97740833	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		<u>227.00</u>								
124720	11/10/2016		1636 RICOH USA, INC.							
		224.00	COPY CHARGES		43869	5045170537	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		<u>224.00</u>								
124721	11/10/2016		2547 ST. JOHN VIANNEY							
		250.00	GENERAL ELCETION		43871	11/8/2016	10140.6381		OTHER RENTALS	CITY CLERK
		<u>250.00</u>								
124722	11/10/2016		7403 TI-ZACK CONCRETE, INC.							
		6,931.10	PAY EST FINAL 2		43872	6931.10	40410.6371	201316	REPAIRS & MAINT CONTRACTUAL	LOCAL IMPROVEMENT CONST
		<u>6,931.10</u>								
124723	11/10/2016		6696 TR ENVIRONMENTAL COUNSULTING LLC							
		575.00	127 7TH AVE N PRE-DEMO SURVEY		43879	TR16-349	20284.6530		IMPR OTHER THAN BUILDING	DEVELOPMENT
		<u>575.00</u>								
124724	11/10/2016		2665 TRANS UNION LLC							
		58.22	BASIC SERVICE & EMPLOYMENT RPT		43873	10643683	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		<u>58.22</u>								
124725	11/10/2016		2744 VAN PAPER COMPANY							
		207.14	TRASH LINERS / HAND TOWELS		43874	403681-00	10330.6210		OPERATING SUPPLIES	BUILDINGS

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
124725	11/10/2016	207.14	2744 VAN PAPER COMPANY						Continued...	
124726	11/10/2016		2751 VERIZON WIRELESS							
		33.76	POLICE 4G MOBILE		43875	774137659	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		73.77	ENG IPADS		43875	774137659	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		92.56	INSP & HOTSPOT		43875	774137659	10420.6390		POSTAGE AND TELEPHONE	LICENSING & CODE ENFORCEMENT
		40.01	IPADS		43875	774137659	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		40.01	IPADS		43875	774137659	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		80.02	IPADS		43875	774137659	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		35.01	MDC CHARGES		43876	9773752386	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		395.14								
124727	11/10/2016	62.00	4015 WASHINGTON COUNTY COURT ADMINISTRATION							
		62.00	THALIA ANN ELVIDGE #16011064		43877	11/8/2016	10101.2300		JUDGEMENTS PAYABLE	GENERAL FUND
124728	11/10/2016	4,000.00	2844 WSB & ASSOC INC							
		4,000.00	SEPTEMBER CODE ENFORCEMENT		43829	33	10420.6302		PROFESSIONAL SERVICES	LICENSING & CODE ENFORCEMENT
124729	11/10/2016		2849 XCEL ENERGY							
		186.78	820 SOUTHVIEW		43830	521589652	20284.6385	229050	UTILITY SERVICE	DEVELOPMENT
		1,385.00	ELECTRIC/ 681 VERDEROSA AVE		43831	521557630	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		29.69	GAS / LS 681 VERDEROSA AVE		43832	521378679	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		13.06	LIGHT / 701 HARDMAN AVE S		43833	521211099	50610.6385		UTILITY SERVICE	STORM WATER UTILITY
		200.88	ELECTRIC KAPOSIA LANDING		43834	521589985	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		195.28	PEDESTRIAN WALKWAY LIGHT		43835	521654558	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		43.88	LIGHT IN LORRAINE PARK		43836	521516564	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		113.92	LIGHT/TRAIL BY WAKOTA BRIDGE		43837	521352749	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		60.78	LIGHT/19TH AVE N BY TUNNEL		43838	521362970	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		81.45	LIGHT/WENTWORTH BY ROUNABOUT		43839	521544062	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		36.10	LIGHT/7TH AVE S & 494		43840	521364869	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		34.14	LIGHT/7TH AVE S & 494		43841	521369983	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		12.46	LIGHT/910 CONCORD STREET S		43842	521423098	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		134.82	LIGHT/HARDMAN&BRIDGEPOINT DR		43843	521551685	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		33.74	LIGHT/HARDMAN AVE NORTH		43844	521424708	50606.6385		UTILITY SERVICE	SEWER UTILITY
		14,856.92	GAS & ELECTRIC WOOG ARENA		43845	521677576	20243.6385		UTILITY SERVICE	DOUG WOOG ARENA
		38.75	127 7TH AVE N (VACANT UNIT)		43846	521405954	20284.6385		UTILITY SERVICE	DEVELOPMENT
		12.22	LIGHT/BROMLEY ICE RINK		43847	521512661	10340.6385		UTILITY SERVICE	PARKS FACILITIES AND MTNCE
		13,788.26	WATER OCTOBER		43848	522754071	50605.6385		UTILITY SERVICE	WATER 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
124729	11/10/2016		2849 XCEL ENERGY						Continued...	
		32.92	STREET LIGHT UTILITY FUND		43848	522754071	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,247.91	AIRPORT OCTOBER		43849	522222863	20245.6385		UTILITY SERVICE	AIRPORT
		196.10	ELECTRIC		43850	522733371	20285.6385		UTILITY SERVICE	PARKING LOT
		4,740.61	ELECTRIC		43850	522733371	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		2,113.76	GAS		43850	522733371	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		6,265.67	ELECTRIC		43850	522733371	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		<u>45,855.10</u>								
124730	11/21/2016		3739 ACCOUNTEMPS							
		1,764.75	WEEKENDED 11/4/2016		44103	47038588	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		1,764.75	WEEKENDED 11/4/2016		44103	47038588	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>3,529.50</u>								
124731	11/21/2016		1016 ACE HARDWARE & PAINT							
		12.99	BATTERIES FOR WATER DEPT		44036	529956/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		11.99	RAKE FOR WATEROUS		44036	529956/5	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		7.99	TAPE FOR 17TH AVE TANK		44037	529964/5	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>32.97</u>								
124732	11/21/2016		1044 ANCOM COMMUNICATIONS, INC.							
		615.00	RADIO FOR NEW LOADER		44104	64150	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>615.00</u>								
124733	11/21/2016		5978 BAUER SERVICES							
		1,750.00	SITE RESTORATION SPRUCE PARK		44105	135	20202.6530	227640	IMPR OTHER THAN BUILDING	PARK LAND DEDICATION
		150.00	GAS ADAPTERS		44106	136	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		260.00	REPLACE 2 DRIVE COUPLINGS		44107	137	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		265.00	LABOR		44107	137	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		4,950.00	REPAIRS TO WATEROUS LIFTSTN		44108	138	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		<u>7,375.00</u>								
124734	11/21/2016		2287 CENTURYLINK							
		109.71	WIRELEASE		44040	612E12-5630 11/1/16	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		109.71	WIRELEASE		44041	612E12-5631	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		88.68	WIRELEASE		44149	612E12-7172	10330.6390		POSTAGE AND TELEPHONE	BUILDINGS
		<u>308.10</u>								
124735	11/21/2016		1193 CITY OF WEST ST. PAUL							
		536.58	YOUTH SUMMER TRIPS		44042	2016-0341	10529.6452		TRIPS AND TOURS	RECREATIONAL PROGRAMS

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124735	11/21/2016	536.58	1193 CITY OF WEST ST. PAUL						Continued...	
124736	11/21/2016	418.06	1203 COMMERCIAL ASPHALT CO		44043	161031	40402.6220		REPAIR & MAINTENANCE SUPPLIES	CAPITAL PROGRAMS FUND
		418.06	FIRE DEPT/CIP-PW-13-197							
124737	11/21/2016	117.55	1226 CULLIGAN WATER CONDITIONING		44044	157-98478332-2	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		5.60	SALT FOR WATER SOFTENER			10/31/16				
		123.15	WELL#1		44045	157-13870001-61	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
						0/31/16				
124738	11/21/2016	590.00	6672 DAKOTA LAWN CARE		44046	4024	50677.6371.050		MTNCE-LANDSCAPE/GROUNDS	NAN MCKAY APT BLDG
		765.00	MOWING OCTOBER 2016		44047	4023	50678.6371.050		MTNCE-LANDSCAPE/GROUNDS	JOHN CARROLL APT BLDG
		1,355.00	300 GRAND AVE							
124739	11/21/2016	311.50	1265 DANNER INC.		44110	11/9/2016	10101.2205	100082	DEPOSITS	GENERAL FUND
		311.50	ESCROW REFUND-IUP ROCKCRUSHING							
124740	11/21/2016	18,000.00	3612 DNL BUILDERS, LLC		44111	1225-343	10330.6560		BUILDING FIXTURES AND IMPRS	BUILDINGS
		18,000.00	OFFICE REMODEL PT 1							
124741	11/21/2016	454.00	7461 ELLIOTT, BLAKE		44112	11/14/16	10101.2205	100090	DEPOSITS	GENERAL FUND
		454.00	ESCROW REFUND - IUP							
124742	11/21/2016	2,020.00	6541 ENVIROTECH SERVICES, INC		44113	CD201700580	10320.6225		ROAD SALT	PUBLIC WORKS
		2,020.00	CALCIUM CHLORIDE							
124743	11/21/2016	264.79	7462 ESTATE OF JOHN LEONARD		44114	11/10/2016	20245.4585		LAND LEASE	AIRPORT
		264.79	REIMBURSEMENT/SELLING HANGER							
124744	11/21/2016	80.00	6658 FIRST SCRIBE		44048	2471192	20260.6375		OTHER CONTRACTED SERVICES	HOUSING GENERAL
			WEB HOSTING							

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124759	11/21/2016		1825 LEVANDER, GILLEN & MILLER PA						Continued...	
124760	11/21/2016		1832 LILLIE SUBURBAN NEWSPAPERS							
		132.00	241 1ST AVE SOUTH		44064	021161	20292.6341		ADVERTISING	REDISCOVER HOUSING
		132.31	ORD 1309/1310/1311		44125	001509 10/31/16	10140.6341		ADVERTISING	CITY CLERK
		254.00	ELECTION/SCAN/BALLOT		44125	001509 10/31/16	10140.6341		ADVERTISING	CITY CLERK
		102.90	11/4 PC		44125	001509 10/31/16	10410.6341		ADVERTISING	PLANNING & ZONING
		25.73	NUISANCE ASSESS HEARING		44125	001509 10/31/16	10150.6341		ADVERTISING	FINANCE
		165.38	ASSESS HEARING		44125	001509 10/31/16	40431.6530	201513	IMPR OTHER THAN BUILDING	2015 LOCAL IMPROVEMENTS
		172.73	ASSESS HEARING		44125	001509 10/31/16	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		172.73	ASSESS HEARING		44125	001509 10/31/16	40432.6371	201605	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		169.05	ASSESS HEARING		44125	001509 10/31/16	40432.6371	201608	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		<u>1,326.83</u>								
124761	11/21/2016		5955 MAVO SYSTEMS INC							
		2,131.18	CARPET REPLACEMENT/ASBESTOS		44065	58635	50677.6520		BUILDINGS AND STRUCTURE	NAN MCKAY APT BLDG
		<u>2,131.18</u>								
124762	11/21/2016		1907 MEDTOX LABORATORIES, INC.							
		50.00	QUARTERLY TESTING FEES		44066	102016702635	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>50.00</u>								
124763	11/21/2016		1913 MERIT ELECTRIC COMPANY							
		1,320.00	CSCC CAMERA WIRING		44067	57568	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		614.43	FILE ROOM FOR 360 COMMUNITIES		44068	57569	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		<u>1,934.43</u>								
124764	11/21/2016		1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS							
		213,632.20	DEC 2016 SEWER SERVICE		44069	0001060879	50606.6376		METRO WASTE CONTROL COMMISSION SEWER UTILITY	
		<u>213,632.20</u>								
124765	11/21/2016		6712 MIDWEST LIGHTING PRODUCTS							
		388.70	LIGHTING FIXTURES		44070	00065445	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>388.70</u>								
124766	11/21/2016		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		233.56	SURCHARGE OCTOBER 2016		44126	10/31/2016	10101.2083		SURCHARGES	GENERAL FUND
		<u>233.56</u>								
124767	11/21/2016		2005 MINNESOTA LOCKS							
		243.94	NEW LOCK FOR WATEROUS LS		44127	1C1078018	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY

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124767	11/21/2016		2005 MINNESOTA LOCKS						Continued...	
		256.50	LABOR		44127	1C1078018	50606.6371		REPAIRS & MAINT CONTRACTUAL	SEWER UTILITY
		500.44								
124768	11/21/2016		2023 MINNESOTA UNEMPLOYMENT INSURANCE							
		697.32	PARK MAINT EE		44071	10831129	10340.6140		UNEMPLOYMENT COMP INS.	PARKS FACILITIES AND MTNCE
		968.36	HRA EE		44072	10831166	20260.6140		UNEMPLOYMENT COMP INS.	HOUSING GENERAL
		1,665.68								
124769	11/21/2016		2024 MINNESOTA VALLEY TESTING LABS							
		79.75	WATER TESTING		44128	834013	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		79.75								
124770	11/21/2016		6660 NATUS CORP							
		970.00	UNIT 913 CARPET REPLACED		44129	CG617110	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		935.00	UNIT 911 CARPET REPLACED		44130	CG617108	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		1,905.00								
124771	11/21/2016		6647 NEW ANSWERNET, INC.							
		74.88	ANSWERING SERVICE		44038	045-73544	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		74.87	ANSWERING SERVICE		44038	045-73544	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		149.75								
124772	11/21/2016		2155 OLLOM APPLIANCE							
		67.32	SUPPORT DOOR RACKS		44073	34408	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		67.32								
124773	11/21/2016		4868 OSTER, PAT							
		120.00	LUTHER MEMORIAL CHURCH		44131	11/9/2016	10140.6210		OPERATING SUPPLIES	CITY CLERK
		120.00								
124774	11/21/2016		2218 PETTY CASH-LIBRARY							
		6.99	BOOK DISCUSSION COFFEE		44132	11/10/2016	20230.6430		MISCELLANEOUS	LIBRARY
		9.98	BOOK DISCUSSION REFRESHMENT		44132	11/10/2016	20230.6430		MISCELLANEOUS	LIBRARY
		1.59	VINEGAR		44132	11/10/2016	20230.6430		MISCELLANEOUS	LIBRARY
		20.46	3 BOOK SHELVES/STAIN&BRUSH		44132	11/10/2016	20230.6220		REPAIR & MAINTENANCE SUPPLIES	LIBRARY
		13.62	3 SETS OF L-BRACKETS		44132	11/10/2016	20230.6220		REPAIR & MAINTENANCE SUPPLIES	LIBRARY
		52.64								
124775	11/21/2016		2240 PLUNKETT'S INC.							
		25.00	PEST CONTROL PH #4		44133	5401759	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY

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124775	11/21/2016	25.00	2240 PLUNKETT'S INC.						Continued...	
124776	11/21/2016	514.00	2245 POMP'S TIRE SERVICE, INC.		44134	11/9/2016	10101.2205	100039	DEPOSITS	GENERAL FUND
		514.00	ESCROW REFUND IUP UNTIL 2023							
124777	11/21/2016	1,929.20	2245 POMP'S TIRE SERVICE, INC.		44135	980033273	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,929.20	TIRES FOR POLICE VEHICLES							
124778	11/21/2016	2,540.00	2271 PROTOUCH PAINTING		44136	13070	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		2,540.00	PAINT CUPOLA & BATHROOM							
124779	11/21/2016	22.18	2286 QUILL CORP		44137	1290150	20230.6201		OFFICE SUPPLIES	LIBRARY
		105.41	2017 CAL REFILL & PHONE PAD		44137	1290150	20230.6210		OPERATING SUPPLIES	LIBRARY
		13.69	TISSUE/PAPER TOWELS/WIPES		44138	1405787	20230.6201		OFFICE SUPPLIES	LIBRARY
		6.79	2017 CALANDAR REFILL		44139	1290150	20230.6201		OFFICE SUPPLIES	LIBRARY
		134.49	RETURNED 2017 CALENDAR							
124780	11/21/2016	39,472.00	6898 R.J RYAN CONSTRUCTION, INC.		44079	1446	40490.6530		IMPR OTHER THAN BUILDING	CONCORD TIF
		39,472.00	WATER AND SOIL CLEANUP							
124781	11/21/2016	90,354.36	6341 RACHEL CONTRACTING, INC		44074	17	40429.6530	201480	IMPR OTHER THAN BUILDING	PARK REFERENDUM PROJS
		90,354.36	KAPOSIA LANDING PHASE 1 #17							
124782	11/21/2016	87.40	1636 RICOH USA, INC.		44140	5045167503	20230.6378		COPIER MAINTENANCE AGREEMENT	LIBRARY
		87.40	B&W / COLOR COPIES							
124783	11/21/2016	2,749.87	2344 RIVER COUNTRY COOPERATIVE		44076	141382 10/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		3,506.79	FUEL PUBLIC WORKS OCTOBER		44077	141383 10/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		117.74	FUEL POLICE OCTOBER		44078	141384 10/31/16	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		6,374.40	FUEL ENGINEERING OCTOBER							
124784	11/21/2016		7376 RIVERTOWN ELECTRIC, INC.							

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124801	11/21/2016		2849 XCEL ENERGY						Continued...	
		1,205.39	GAS CHARGES		44098	523603807	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		114.36	GAS 9/21 - 10/20/16		44099	521476660	20230.6385		UTILITY SERVICE	LIBRARY
		829.73	ELECTRIC 9/21 - 10/22/16		44099	521476660	20230.6385		UTILITY SERVICE	LIBRARY
		1,093.40	CITY HALL OCTOBER		44100	523283116	10330.6385		UTILITY SERVICE	BUILDINGS
		114.08	STREET LIGHT UTILITY FUND		44100	523283116	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		606.15	SEWER OCTOBER		44101	523295707	50606.6385		UTILITY SERVICE	SEWER UTILITY
		3,963.11								
124802	11/21/2016		7333 YALE MECHANICAL, LLC							
		493.75	820 SOUTHVIEW OCT BOILER SRVC		44102	11680	20284.6375	229050	OTHER CONTRACTED SERVICES	DEVELOPMENT
		493.75								
124803	11/21/2016		2863 ZARNOTH BRUSH WORKS							
		416.00	BROOM FOR SWEEPER		44148	0162233	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		416.00								
2016363	11/10/2016		1338 EFTPS							
		29,657.33			43809	1108161314371	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		28,486.54			43820	1108161314372	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		58,143.87								
2016364	11/10/2016		2013 MINNESOTA REVENUE (C)							
		11,622.65			43810	11081613143710	10101.2172		STATE WITHHOLDING	GENERAL FUND
		11,622.65								
2016365	11/10/2016		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		314.72			43826	1108161314378	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		570.37			43827	1108161314379	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		885.09								
2016366	11/10/2016		2748 VANTAGE POINT TRANSFER (EFT)							
		3,689.94			43816	11081613143716	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,689.94								
2016367	11/10/2016		2200 PERA							
		47,590.04			43813	11081613143713	10101.2174		PERA	GENERAL FUND
		47,590.04								
2016368	11/10/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21							
		230.84			43817	11081613143717	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND

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2016368	11/10/2016		5931 KANSAS PAYMENT CENTER / DK 12 DM 21						Continued...	
		230.84								
2016369	11/10/2016		6014 US BANK							
		1,520.00			43818	11081613143718	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		1,520.00								
2016370	11/10/2016		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		1,812.50			43811	11081613143711	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,812.50								
2016371	11/8/2016		6860 WELLS FARGO PURCHASING CARDS							
		123.61	ARROWWOOD-SPLIT ROOM CREDIT		43882	M485591617	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		13.24	ARROWWOOD-REFUND RATE		43883	M485591618	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		15.00	MNGFOA-OCT MTG		43884	M487190312	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		750.00	LONE OAK-CERT DEPOSIT		43885	M489147552	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		135.00	GFOA-GAAP UPDATE		43886	M490000084	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		109.80	SHRED IT-AUG SEPT OCT		43887	M490795574	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		166.36	LONE OAK-CERT LETTERS		43888	M491628807	50600.6375		OTHER CONTRACTED SERVICES	UTILITY ADMINISTRATION
		133.80	OFFICE DEPOT-AWARD FOLDERS		43889	M485591619	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		33.50	KWIK TRIP-FUEL		43890	M486723738	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		21.00	TAXI-IACP CONFERENCE		43891	M488335568	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		17.04	TAXI-IACP CONFERENCE		43892	M489147866	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		49.02	TAXI-IACP CONFERENCE		43893	M489147867	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		1,612.00	GRAND HYATT-IACP CONFERENCE		43894	M489472192	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		1,612.00	GRAND HYATT-CONFER HOTEL		43895	M489472193	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		8.23	WALMART-RANGE EQUIPMENT		43896	M490224375	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		64.59	PET EVOLUTION-K9 FOOD		43897	M485115408	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		95.00	UOFM-TZD CONFERENCE		43898	M487190313	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		34.22	HOME DEPOT-VACUUM FILTERS		43899	M488335569	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		64.59	PET EVOLUTION-K9 FOOD		43900	M490490678	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		38.84	HOLIDAY-FUEL		43901	M485115409	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		30.00	KAPOSIA CONV-FUEL		43902	M485889885	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		37.34	SA-FUEL		43903	M487486514	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		33.65	KAPOSIA CONV-FUEL		43904	M489147868	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		33.01	SA-FUEL		43905	M490000085	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		37.62	HOLIDAY-FUEL		43906	M491628808	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		10.90	WALMART-DEPT MTG SUPPLIES		43907	M485591620	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		100.77	TURITTOS-RESERVE JOINT TRNG		43908	M491628809	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		200.00	NPELRA-MEMBERSHIP DUES		43909	M485889886	10125.6471		DUES & SUBSCRIPTIONS	HUMAN RESOURCES
		275.77	EYEMED-OCT 2016 PREMIUM		43910	M486723739	10101.2181		EYE MED INSURANCE	GENERAL FUND

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
2016371	11/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		185.00	WELLNESS CONF-ANDERSON		43911	M487800395	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		185.00	WELLNESS CONF-HAIMA		43912	M487800716	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		185.00	WELLNESS CONF-DUNN		43913	M487800717	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		185.00	WELLNESS CONF-LASKA		43914	M487800718	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		185.00	WELLNESS CONF-PACE		43915	M487800719	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		149.67	HYVEE-4TH QTR WELLNESS BSKT		43916	M489147869	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		275.77	EYEMED-NOV 2016 PREMIUM		43917	M490795575	10101.2181		EYE MED INSURANCE	GENERAL FUND
		72.86	SAMS-WELLNESS/FOOD		43918	M485591621	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		132.81	JIMMY JOHNS-WELLNESS/SANDWICH		43919	M486209183	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		34.96	INNOVATIVE-LABEL MKR/INK/POST		43920	M486723740	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		129.58	CULLIGAN-WATER		43921	M487190314	10120.6375		OTHER CONTRACTED SERVICES	CITY ADMINSTRATION
		43.97	INNOVATIVE-K CUP COFFEE		43922	M487800720	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		54.37	QUILL-FILE FOLDER/POST IT/BANK		43923	M488335570	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		22.84	INNIVATIVE-PENS/TAPE		43924	M490000086	10120.6201		OFFICE SUPPLIES	CITY ADMINSTRATION
		68.95	TWIST-LABELS NOTEBOOKS		43925	M485115725	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		22.44	MENARDS-WIRE CUTTER		43926	M491628810	10140.6210		OPERATING SUPPLIES	CITY CLERK
		85.80	TWIST-GREEN PAPER		43927	M486768067	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		109.80	GLOBE-2 BOXES OF ENVEPOLES		43928	M491116531	10420.6210		OPERATING SUPPLIES	LICENSING & CODE ENFORCEMENT
		49.06	TWIST-PRINTER INK		43929	M487190315	10420.6201		OFFICE SUPPLIES	LICENSING & CODE ENFORCEMENT
		8.00	STL METRO NRPA CONF-TRANSPORT		43930	M485889887	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		30.00	SQ PARKINK-APPAREL		43931	M486723741	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		654.51	EMB SUITES-NRPA CONF HOTEL		43932	M486723742	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		35.35	ACCO-2017 PLANNER REFILL		43933	M489472194	10520.6201		OFFICE SUPPLIES	PARKS ADMINISTRATION
		309.00	USMAGNETIX -PROMO MAGNETS		43934	M490224376	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		20.15	WALMART-CLEANING SUPPLIES		43935	M485115726	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		583.80	ZOGICS-GYM WIPES		43936	M485591622	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		8.00	IMPARK-PARKING FOR EVENT		43937	M486723743	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		1.61	REDBOX- MOVIE FOR EVENT		43938	M488335571	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		6.66	WALMART-FITNESS SUPPLIES		43939	M490000087	20250.6210		OPERATING SUPPLIES	CENTRAL SQUARE
		340.00	MRPA - 2016 CONFERENCE		43940	M490224377	10520.6331		CONFERENCES, TRAINING, TRAVEL	PARKS ADMINISTRATION
		48.97	\$5 PIZZA-PIZZA		43941	M485115727	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		11.96	WALMART-JUICE		43942	M485115728	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		150.52	SAMS-FOOD		43943	M491628811	10529.6210	227579	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		4.58	BLACK SHEEP-COFFEE		43944	M486209184	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		34.14	KNOWLANS-TASK FORCE MEETING		43945	M486723744	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		115.85	VISTA PRINTS-LABELS		43946	M487486515	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		41.98	OFFICE DEPOT-SHEET PROTECTORS		43947	M487486516	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		119.30	OFFICE DEPOT-PROGRAM SUPPLIES		43948	M487486517	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		12.83	WALGREENS-THANK YOUs		43949	M487486518	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR

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			6860 WELLS FARGO PURCHASING CARDS						Continued...	
		7.21	KNOWLANS-JUICE AND CUPS		43950	M488335572	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		24.94	WEBSTAIRANT STORE-PLACEMATS		43951	M488555144	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		4.29	BLACK SHEEP-COFFEE		43952	M488835329	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		3.38	BLACK SHEEP-COFFEE		43953	M488835330	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		13.36	BLACK SHEEP-REFUNDED LATTE		43954	M488835331	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		161.49	WEBSTAIRANT STORE-PLACEMATS		43955	M489472195	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		13.36	KNOWLANS-MILK		43956	M490000088	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		108.92	TARGET-TREATS		43957	M490000089	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		154.59	TARGET-TEAL PUMPKIN		43958	M490795576	20216.6210	227573	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		1,108.06	SAMS-TREATS		43959	M491628812	20216.6210	227579	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIR
		1,078.63	KRISS-COOLING TOWER TREATER		43960	M487800721	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		89.47	SHERWIN-PAINT SUPPLIES		43961	M488335573	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		1,670.00	ALL AMERICAN ON ICE-ADS		43962	M488555145	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		131.94	ALL AMERICAN-POLY		43963	M488555146	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		29.97	ACE-PAINT BRUSHES		43964	M489147870	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		510.52	QUALITY REFRIG-REPAIR TO FRIG		43965	M489147871	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		515.89	CDW-IPAD TIMECARD		43966	M489147872	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		89.99	ACE-ROPES		43967	M491628813	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		63.80	EXPRESS AUTO-MULTI USE GREASE		43968	M487486519	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		40.00	ACE-ROPE		43969	M487800722	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		13.74	KWIK TRIP-HOTDOG BUNS		43970	M487800723	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		27.83	GERTENS-LILACS REPLACED		43971	M485115729	40432.6371	201608	REPAIRS & MAINT CONTRACTUAL	2016 LOCAL IMPROVEMENTS
		95.79	TWIST-CARABINER LABEL TAPE		43972	M486723745	10315.6201		OFFICE SUPPLIES	ENGINEERING
		640.00	INNOVATIVE-FILE CABINET		43973	M488835332.1	10315.6210		OPERATING SUPPLIES	ENGINEERING
		1,000.00	INNOVATIVE-FILE CABINET		43974	M488835332.2	10315.6201		OFFICE SUPPLIES	ENGINEERING
		8,686.80	INNOVATIVE-CASEWORK DEPOSIT		43975	M490795577	10330.6560	229000	BUILDING FIXTURES AND IMPRS	BUILDINGS
		18,951.39	INNOVATIVE-FURNITURE DEPOSIT		43976	M490795578	10330.6560	229000	BUILDING FIXTURES AND IMPRS	BUILDINGS
		365.00	U OF M-CEAM CONF HARTZELL		43977	M491628814	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		237.76	QUILL-CLIPS/RECPTBKS/INK/LINPA		43978	M485591623	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		3.87	QUILL-BINDER CLIPS		43979	M485591624	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		96.99	QUILL-INK CARTRIDGE FOR EDIE		43980	M486723746.1	20280.6201		OFFICE SUPPLIES	ECON DEV GENERAL
		22.65	QUILL-TAPE/STENO NOTEBKS		43981	M486723746.2	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		39.98	QUILL-INK DARTS OFFICE NM		43982	M491628815.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		66.70	QUILL-TAPE/STCKY NOTES/WIRE BS		43983	M491628815.2	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		39.98	QUILL-INK DARTS OFFICE JC		43984	M491628815.3	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		10.00	IMPARK-PARKING		43985	M487486520	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		14.94	HOME DEPOT-MAILING		43986	M485591625	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		14.44	USPS-POSTAGE		43987	M491628816	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		134.68	HOME DEPOT-SUPPLIES		43988	M491628817	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG

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2016371	11/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		35.00	DEPT LABOR&INDUSTRY/BOIL LIC		43989	M491628818	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		75.00	ACT-LAND USE WKSHP BASICS		43990	M490490679	10410.6331		CONFERENCES, TRAINING, TRAVEL	PLANNING & ZONING
		79.99	TSC - 1 TON CHAIN HOIST		43991	M491116532	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		39.98	BATTERIES PLUS-12V BATTERIES		43992	M487800724	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		34.16	TSC-LP TANK-FORKLIFT		43993	M488335574	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		36.99	TSC-BULLDOG JACK FOR #334		43994	M490795579	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		170.00	ABSOLUTE TRAILER-RAMP		43995	M491116850	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		72.13	BRITISH PARTS-CLUTCH		43996	M487800725	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		156.00	PLUNKETTS-PEST EXT. TREATMENT		43997	M485591626	20230.6371		REPAIRS & MAINT CONTRACTUAL	LIBRARY
		11.00	CROWN TROPHY-M NAME BADGE		43998	M488335575	20230.6430		MISCELLANEOUS	LIBRARY
		75.48	SAMS-M HALLOWEEN CANDY		43999	M490490680	20230.6430		MISCELLANEOUS	LIBRARY
		25.60	AMAZON-DONATION BOOKPLATES		44000	M490490999	20230.6201		OFFICE SUPPLIES	LIBRARY
		7.99	AMAZON-C BADGERS PARTING GIFTS		44001	M490491000.1	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.86	AMAZON-120 CD SLEEVES		44002	M490491000.2	20230.6201		OFFICE SUPPLIES	LIBRARY
		9.36	AMAZON-MAGNETIC HOOKS		44003	M490491000.3	20230.6201		OFFICE SUPPLIES	LIBRARY
		30.98	AMAZON-TWO CHAINS BOOK SALE		44004	M490491000.4	20230.6201		OFFICE SUPPLIES	LIBRARY
		22.95	AMAZON-ANF DIY KIT SUPPLIES		44005	M490491000.5	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		18.71	AMAZON-AV-H SHREK 3RD AND PRO		44006	M490491001.1	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		9.36	AMAZON-MAGNETIC HOOKS		44007	M490491001.2	20230.6201		OFFICE SUPPLIES	LIBRARY
		14.95	AMAZON-AF COLD CASE OF KILLING		44008	M490795580	20230.6230		BOOKS, MATERIALS & PERIODICALS	LIBRARY
		8.07	TARGET-PS PROGRAM REFRESHMENTS		44009	M488555147	20230.6430		MISCELLANEOUS	LIBRARY
		184.31	VERIZON-8/21-9/20 W/ADDL PYMT		44010	M485115730	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		144.85	COMCAST-INTERNET		44011	M486209185	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		111.45	REED JOSEPH-HAZING LAUNCHER		44012	M486209186	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		103.00	MN FLYER-ADVERTISEMENT		44013	M486723747	20245.6341		ADVERTISING	AIRPORT
		286.80	EIG STARTLOGIC-DOMAIN RENEWAL		44014	M486723748	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		707.00	MIDWEST FLYER-ADVERTISEMENT		44015	M487486521	20245.6341		ADVERTISING	AIRPORT
		39.99	GERTENS-GRASS SEED		44016	M487486522	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		169.69	SAMS-VENDING ITEMS		44017	M487486523	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		141.74	COUNTRY INN-CONFERENCE HOTEL		44018	M488335576	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		153.50	ZORO-COMMODE MOD BATTERIES		44019	M489472196	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		20.68	SAMS-VENDING ITEMS		44020	M489472197.1	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		36.24	SAMS-GENERAL SUPPLIES		44021	M489472197.2	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		38.53	CARIBOU-COFFEE FOR MEETING		44022	M490000090	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		20.68	SAMS-VENDING RETURN DAMAGED		44023	M490000091	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		271.62	RIVER COUNTRY-FUEL AIR VEHICLE		44024	M490224699	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		58.00	NITTI-TRASH RECYCLE		44025	M490491002	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		55.32	MENARDS-WRENCH GRIND WHEEL		44026	M490491003	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		134.61	TITAN MACH-LOADER REPAIR		44027	M490795896	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT

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2016371	11/8/2016		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		33.98	CARIBOU-COFFEE FOR MEETING		44028	M491116851	20245.6331		CONFERENCES, TRAINING, TRAVEL	AIRPORT
		47.26	ACE-GLOVES HARDWARE ETC		44029	M491116852	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		103.00	MN FLYER-ADVERTISEMENT		44030	M491628819	20245.6341		ADVERTISING	AIRPORT
		4.27	FEDEX-SWPPP SAMPLES		44031	M491628820	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		14.92	FEDEX-SWPPP SAMPLES		44032	M491628821	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		71.96	AMAZON-SAFETY GLASSES		44033	M488555148	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		139.16	AMAZON-CHAIR SUPPORTS		44034	M488835333	10210.6240		MINOR EQUIPMENT AND FURNITURE	POLICE PROTECTION
		56.97	AMAZON-HANDWARMER/GUN TRNG		44035	M491629139	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		<u>50,621.79</u>								
2016372	11/14/2016		1559 HEALTHPARTNERS							
		66.68	HRA REIMBURSEMENT		44150	11/2-11/8/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>66.68</u>								
2016373	11/18/2016		1559 HEALTHPARTNERS							
		691.27	HRA REIMBURSEMENT		44151	11/9-11/15/2016	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>691.27</u>								
2016374	11/21/2016		6037 HEALTHPARTNERS-DENTAL							
		855.41	DENTAL CLAIMS PAID		44152	11/10-11/16/2016	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>855.41</u>								
2016375	11/30/2016		6685 NORDQUIST, GLORIA							
		100.00	KEY PERSON JOHN CARROLL		44154	113016	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		<u>100.00</u>								
		<u>1,052,347.17</u>	Grand Total							

<u>Payment Instrument Totals</u>	
Checks	874,517.09
EFT Payments	<u>177,830.08</u>
Total Payments	<u>1,052,347.17</u>



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 21, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-C

AGENDA ITEM: Authorization to Increase the Level of Service from LOGIS for GIS Services and Product Development

ACTION TO BE CONSIDERED:

Motion to authorize an increase in level of service from Local Government Information Services (LOGIS) to include Geographic Information System (GIS) services and product development for implementation in early 2017.

OVERVIEW:

On May 6, 2013, the City Council passed a motion to authorize execution of a contract with WSB & Associates, Inc., to create a utility mapping and as-built maintenance management system (DataLink) for the City. DataLink is currently being utilized by the Engineering and Public Works Department for utility record keeping. Several departments have expressed an interest in increasing their abilities to use GIS to complement their existing programs and create better efficiencies in managing and displaying data cartographically (i.e. licensing maps, snow removal operations, tree inventory & assessments, roadway maintenance mapping, community events, etc.). In addition, staff perceives a need for enhanced communication about City services, activities, and data through interactive web applications for residents (i.e. Capital Improvement Project Planning & Construction Activities, Interactive Flood & Zoning Maps, Precinct Boundaries & Polling Places, Rental Housing Licenses, Recreational Facilities and Amenities, Etc.).

Engineering and Public Works are the two main users of GIS within the City. Both departments believe that the City can dramatically increase the efficiency of compiling data for design, asset management, and maintenance purposes along with implementing a work order management system that will help manage and track asset repairs with a relatively small increase in GIS services. An inclusive work order management system can assist staff with compliance with required Army Corps of Engineers inspections for Levee systems, Retro-reflectivity for Traffic Control Signage as required by the Federal Highway Administration (FHWA), Municipal Separate Storm Sewer Systems (MS4) as required by the Minnesota Pollution Control Agency (MnPCA), and other required inspections.

A GIS services evaluation management team from Public Works, Engineering, Licensing & Code Enforcement, and Information Technology reviewed and compared consulting services from WSB & Associates, Inc., Dakota County, and LOGIS (Attachment A: GIS Implementation of Services Evaluation Matrix).

RECOMMENDATION:

Staff recommends the City Council consider authorization for staff to increase the level of service from LOGIS to include GIS services and product development for implementation in early 2017.

SOURCE OF FUNDS:

Sufficient funds in the amount of \$30,685 are available in the proposed 2017 Budget and Financial Plan for the increased level of service from LOGIS.

GIS IMPLEMENTATION SERVICES ENGINEERING, PUBLIC WORKS, LICENSING & CODE ENFORCEMENT, POLICE, PARKS, ETC.				
CRITERIA	CONSIDERED GIS IMPLEMENTATION SERVICES			
	CONSULTANT SERVICES (CURRENTLY WSB & ASSOCIATES)	DAKOTA COUNTY SERVICES	LOGIS SERVICES (LOCAL GOVERNMENT INFORMATION SERVICES)	
PROS	-Flexible service and ala carte type platform. -Can be lower cost alternative when bolstered with staff GIS personnel.	-Lowest cost alternative	-Does not involve tracking of hours spent on custom mapping services. -Price is all inclusive for several different web applications. -Can offer a custom inspection and work order system to help manage the City's infrastructure. -Integration with City's existing systems (PIMS, Etc.) -Rates remain relatively stable with a government service. Member cities have some control over expenses and service costs.	
CONS	-One time initial costs can be higher for implementation stage and for ongoing GIS services.	-Does not offer custom or unique web applications that are unique to our system. -Availability of time from Dakota County staff is dependent on other member communities.	-Greater flexibility than Dakota County, but not as much as consulting engineering services.	
COSTS	GIS SERVICES	\$20,000 (Assumed based on Comparable Hourly Rate)	\$19,000	\$21,000
	STAFF AUGMENTATION	\$86 to \$100 / hr (Staff does not anticipate a need for this)	Not Available	\$105 / hr (Staff does not anticipate a need for this)
	CUSTOM BROWSER APPLICATIONS	\$7,500	Not Available	\$1,000 (10 Browser Applications Included)
	SERVICE HOSTING FOR 10 OR FEWER SERVICES	N/A	Included	\$1,000
	DATA HOSTING FOR 20 GB	\$3,6000 / year	Included	\$1,125
	UTILITY ASSET TRACKING TOOLS & WORK ORDER MANAGEMENT SYSTEM	\$5,000 and \$1,800 per year thereafter	Not Available	\$6,300
	SETUP AND CONFIGURATION FOR LOGISMAP	N/A	N/A	\$420
	SETUP AND CONFIGURATION FOR GGOV	N/A	N/A	\$840
	ARCGIS ONLINE SUBSCRIPTIONS	\$2,500	N/A	N/A
	ONE TIME COSTS	\$38,600	\$19,000	\$30,685
TOTAL ANNUAL COSTS	\$25,400	\$19,000	\$23,125	
RECOMMENDATION:	ACCEPTABLE	ELIMINATED	PREFERRED	



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: City Clerk

ADMINISTRATOR: SPK

8-D

AGENDA ITEM: Senior Citizen Deferment – 2331 Kraft Street

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-207, approving the deferment of special assessments against 2331 Kraft Street.

OVERVIEW:

City Council authorizes the City Council to defer special assessments to persons meeting certain conditions pertaining to age and financial conditions. The following request was received for such deferment:

Address:	2331 Kraft Street
Parcel #:	363230003070
Assessment Project:	2015-007
Amount Deferred:	\$3,240.00

It appears that the applicant does meet the criteria established by Municipal Code.

SOURCE OF FUNDS:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-207

**RESOLUTION APPROVING THE DEFERMENT OF
SPECIAL ASSESSMENTS AGAINST PARCEL NO. 363230003070
(2331 Kraft Street)**

WHEREAS, that the South St. Paul City Council hereby finds that the person listed herein is found to be qualified for the deferment of payment special assessments as listed under Municipal Code, Section 50-21;

NOW, THEREFORE, BE IT RESOLVED, that that the City Council hereby approves the deferment of payment of special assessments as listed with interest to accrue at the rate specified by that assessment:

Address:	2331 Kraft Street
Parcel No.:	363230003070
Assessment Project:	2014-007
Amount Deferred:	\$3,240.00

Adopted this 21st day of November, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-E

AGENDA ITEM: Authorization to Execute Service Agreement with Dakota County for One-Stop Permit System for Right of Way Management

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2016-202 RESOLUTION APPROVING SERVICE AGREEMENT WITH DAKOTA COUNTY FOR ONE-STOP PERMIT SYSTEM FOR RIGHT OF WAY MANAGEMENT.

OVERVIEW:

On October 17, 2016, the City Council enacted an amendment to the ordinance for right of way management. The right of way ordinance provides for 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.

In order to administer permits more efficiently staff has carefully reviewed and considered both the Dakota County One-Stop Permit System and a right of way permit management module for Permit & Inspections Management (PIMS) from Local Government Information Systems (LOGIS). The LOGIS right of way permit management module is not currently being utilized by any of the Cities within the metropolitan area and it currently lacks automatic invoicing capabilities. The Dakota County One-Stop Permit System is currently utilized by the majority of cities within Dakota County, can automatically process invoices for processed permits, and is relatively low cost.

A service agreement with Dakota County for the One-Stop Permit System will be needed to outline the provisions of on-line services, City and County responsibilities, ownership, implementation, training, warranties, nondisclosure, data security, liabilities, termination, and payments. The City Attorney's Office has reviewed and approved the agreement (Attachment A: Service Agreement & Exhibit B).

RECOMMENDATIONS & TIMELINE:

Staff recommends that the City Council consider executing the service agreement with Dakota County for the One-Stop Permit System in order to more efficiently process permits and transactions. On December 5, 2016 staff will recommend that the City Council consider adopting the fee schedule which contains the proposed permit fees.

SOURCE OF FUNDS:

The costs for the Dakota County One-Stop Permit System is \$2,000 for a one-time startup fee and \$475 thereafter based on the expected number of permits processed in a year. Staff anticipates that the proposed permit fees will entirely fund the permit management system (Attachment B: Comparison of Proposed Permit Fees).

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-202

**RESOLUTION APPROVING SERVICE AGREEMENT
WITH DAKOTA COUNTY FOR ONE-STOP PERMIT SYSTEM
FOR RIGHT OF WAY MANAGMENT**

WHEREAS, the City Council has reviewed and considered a Service Agreement between the County of Dakota and the City of South St. Paul for Dakota County's One-Stop Permit System for right of way management permitting processes, and other related matters (the "Agreement");

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

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

Adopted this 21st day of November, 2016.

City Clerk

**DAKOTA COUNTY
SERVICE AGREEMENT
WITH
THE CITY OF SOUTH ST. PAUL FOR
ONE-STOP PERMIT SYSTEM**

THIS DAKOTA COUNTY SERVICE AGREEMENT FOR ONE-STOP PERMIT SYSTEM (“Agreement”) is made and entered into by and between the County of Dakota, a body politic and corporate under the laws of the State of Minnesota (“County”), and the City of South St. Paul, a municipal corporation organized under the laws of the State of Minnesota (“City”). County and City are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Dakota County’s One-Stop Permit System brings together the permitting processes of the County and participating cities into one, easy to use permitting application process where the public can easily apply for permits that apply to one or more entities within the County; and

WHEREAS, Dakota County and the City of South St. Paul desire to partner with each other to offer the One-Stop Permit System to the public as part of their mission to provide efficient, effective and responsive government to their citizens.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein the Parties agree as follows:

1. Definitions.

(a) “System Software” means County’s proprietary computer software program(s) described in **Exhibit A** (the “System Overview”), in object code form only, including all Updates.

(b) “Permit System” means the One-Stop Permit System Internet site operated by the County, accessible by the City and the general public as applicable, through secure access points, with a specific Uniform Resource Locator to be provided to the City (or any successor URL).

(c) “City Data” means the data collected by the Permit System issued on behalf of the City relating to the Permits issued.

(d) “Documentation” means any Permit System user manuals, training or education materials, technical manuals, and specifications describing the System Software and Services created by the County relating to the Permit System, in printed and/or electronic form, including all Updates.

(e) “Permitted User” means the City’s employees and the general public who are provided access to the Permit System in accordance with the procedures in Section 10 of this Agreement.

(f) "Provider Content" means County's reports, information, and data other than City Data made available to the City and its Permitted Users as part of the Services.

(g) "Services" means operating the System Software and utilities in County's host computer system, providing Provider Content to the City, storing City Data, and making the System Software, Provider Content and City Data available to Permitted Users via the Permit System, as more fully described in **Exhibit A**. Services do not include integrating the Permit System or City Data with any application or computer system other than email notification that a permit has been issued and the standard reports included in the Permit System.

(h) "Update" means, as applicable, any update, modification, or new release of the System Software, Documentation, or Provider Content that the County makes generally available to the City at no additional cost.

2 Provision of On-line Services.

(a) The City hereby engages the County, and the County hereby agrees (subject to the terms and conditions herein) to provide the Services more fully described in this Agreement and in the system overview attached hereto as **Exhibit A** (the "System Overview") and grants to the City a non-exclusive, non-assignable and non-transferable license to use the Permit System for its intended purpose during the term of this Agreement.

(b) The City acknowledges and agrees that the County's provision and performance of the Services is dependent and conditioned upon the City's full performance of its duties, obligations and responsibilities hereunder.

(c) Each party shall at all times during the term of this Agreement designate an individual to serve as its primary point of contact regarding the Services provided and the rights or obligations of each Party under this Agreement.

3. Additional County Responsibilities.

During the Term of this Agreement, the County shall be responsible for the following:

(a) The County shall provide all required hosting and operations support for the Permit System.

(b) The County may, from time to time, in its sole discretion, install Updates, modify the Services or any component thereof provided that such Updates shall perform and contain functionality that is equal to or better than the current version of the Services. The County will complete such installations and modifications in accordance with the County's normal application implementation plan and will, where possible, minimize any impact on the City's or general public's use of the Permit System and its Services. The County will notify the City by standard methods of notification such as email, system generated messages on the Permit System home page or similar communication methods, in advance of the installation of an Update or modification to the Services.

(c) The County will provide support and system maintenance to the Permit System as more fully described in this Agreement and the System Overview.

(d) The County will provide the computer servers that will run the Permit System, providing secured (SSL Certificate) access to the City and the general public.

(e) The County will provide technical support for the servers that are hosting the Permit System and for the Permit System code and the databases that hold the information collected and used to run the Permit System.

(f) The County will provide timely email notification to the City prior to any scheduled maintenance outages that could make the Permit System unavailable.

(g) The County will provide help desk support for the Permit System during the hours of 7:00 am to 4:30 pm (CST) on County business days.

(h) The County shall have in place a Business Continuity and Disaster Recovery Plan and will utilize industry standard back-up and archival procedures.

(h) The County will configure and maintain the Permit System to provide reasonable system response time for the City's Permitted Users and the general public that is within the control of the County.

(k) The County will provide training on the use of Permit System for City staff as set forth in Section 9 of this Agreement.

4. The City Responsibilities.

During the Term of this Agreement, the City shall be responsible for the following:

(a) The City will pay the initial "sign on fee" and monthly fee as set out in the Payments section below.

(b) The City shall be responsible for providing, at no cost to the County, the necessary personnel and information needed to configure and run the Permit System for the City.

(c) The City shall identify the City's staff that need to have access to the Permit System so that the security access can be setup for them.

(e) The City shall be responsible for ensuring that the City's use of the Permit System complies with this Agreement and all laws applicable to the City.

(f) As between the Parties, the City shall be responsible for the accuracy and completeness of all records and data provided by the City in connection with this Agreement.

5. System Features and Configuration.

The City acknowledges and agrees that it will be using the Permit System that is also utilized by other Cities and agencies in Dakota County and potentially elsewhere in Minnesota. The capabilities and functions of the Permit System will be determined by County. County will consult with the County Permits Collaborative Users Group (the User Group), which is comprised of the member cities who have met and continue to meet the payment responsibilities described in the Payments section of this agreement. When settings or features have been added to the Permit System that are designed by the County in conjunction with the Users Group, the Parties shall work cooperatively to identify System features or functionality (common practices, processes, and procedures conducted by the City in day-to-day operations as they relate to utilizing the Permit System) that are configurable to

best fit the City's business practices. The County shall set available configurations in the Permit System for the City.

6. Ownership, Protection and Security.

(a) The County shall own the intellectual property and all other proprietary rights and interests associated with the Permit System and Services and all components thereof and associated documentation, except as expressly provided herein. The City acknowledges and agrees that nothing in this Agreement or any other agreement grants the City any licenses or other rights with respect to the Permit System (source code or object code) or Services other than the right to receive Services as expressly provided herein.

(b) Ownership of any data, text, graphics or other information or content materials and all records and databases supplied or furnished or entered into the System by the City hereunder for incorporation into or delivery through the application(s) described in the System Overview shall remain with the City, and the County shall cease use of all such material upon termination of this Agreement.

(c) The County grants to the City a limited license during the term of this Agreement to use and reproduce the County's trademarks and logos pertaining to the Permit System for purposes of including such trademarks and logos in City materials and links relating to the Permit System. All uses of such trademarks and logos shall conform to the County's guidelines and requirements for use of such trademarks and logos.

(d) By storing City Data on the County's equipment and System, the County does not obtain any ownership interest in the City Data except to the extent that the County is obligated to keep said data intact and secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and the County, City Data is and shall remain the sole and exclusive property of the City, including all applicable rights to copyrights, trademarks or other proprietary or intellectual property rights thereto.

(e) The City shall be responsible for responding to any data practices requests related to any City Data the City or its Permitted Users have entered into the System.

7. Implementation.

The County agrees that upon execution of the Agreement and payment of the required funds as set forth in the Payments section, the County will work with the City to setup and configure the Permit System so that City permits can be requested and paid for by the general public in accordance to the City's schedule of fees. The time table for implementation is provided in **Exhibit D**.

8. Training and Acceptance Testing.

The County will hold a half day training session for all Cities that are going live when the Permit System initially goes live. An Administration User's Guide will be provided to all people attending the training session. A second half day training session will be provided for the Cities that are coming online in the second batch of Cities. The Cities will be asked by the County to participate in the Acceptance Testing of the Permit System, which will take 10 (ten) days. Any defects found by the Cities will be communicated to the County giving full details of the situation that caused the defect and screen shots where possible to assist in the troubleshooting process. Dates for the Training Sessions and the Acceptance Test period will be communicated to the Cities by the County's Project Manager.

The County will undertake to have, wherever possible, all defect corrections made prior to going live. If a defect is found that cannot be resolved prior to the go live date, and if the Cities agree to go live anyway, the County will communicate the date on which the final defect resolutions will be implemented.

10. User Access Restrictions.

The Parties acknowledge and agree that access to the Permit System will be restricted to those employees or agents of the City having a business need to enter and view City Data or Provider Content. The City will request access to the Permit System by filling out a Permit System Access Request form and emailing it to the County Help Desk at help.desk@co.dakota.mn.us. The Permit System Access Request form can be obtained from the County's Help Desk by emailing the above email address or by contacting the County's Help Desk on (651) 438 4346. The Permit System Access Request form will be included in the Permit System Administration User's Guide given out in the training sessions.

The City shall promptly notify the County's Help Desk whenever a Permitted User ceases to be an employee or agent of the City or no longer has a position that requires access to the Permit System. Authorization to access to the System by all City Approved Users will expire on the date this Service Agreement terminates.

11. County Representations and Warranties.

(a) The County shall provide the Provider Content and Services to City for the Permit System to be accessible to the City and the General Public without interruption, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of the County including, but not limited to, any Force Majeure Event (as defined in Section 19).

(b) The County warrants that the Permit System and Services will operate in conformance with the criteria set forth in this Agreement, its Schedules and Exhibits, and the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material diminishment of the functionality of the Permit System, Service, or Provider Content; when used in accordance with the Documentation and all of the terms and conditions hereof.

(c) The County warrants that the Permit System is compatible with and will operate successfully with the following internet browsers: Microsoft Internet Explorer version 7 and up, Firefox version 10 and up, Google Chrome version 17 and above and Apple's Safari version 5 and above.

(d) In the event that the City discovers a non-conformance with any of the County's warranties or representations as stated in this Agreement, the City shall promptly inform the County of such fact in writing, and, upon receipt of such notice the County shall correct the non-conformity within a reasonable period of time not to exceed thirty (30) days without any additional charge to the City.

(e) THE SERVICE LEVEL WARRANTY SET FORTH HEREIN SHALL ONLY APPLY TO THE PERMIT SYSTEM PROVIDED BY THE COUNTY AND DOES NOT APPLY TO (A) ANY PROFESSIONAL SERVICES; (B) ANY SUPPLEMENTAL SERVICES; (C) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SYSTEM OVERVIEW FOR SUCH SERVICES). THIS SECTION STATES THE CITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY THE COUNTY TO PROVIDE SERVICE(S).

(f) Ownership of Services and System Software. The County warrants that it is the sole owner and developer of the Permit System and has the right and authority to provide access and use of the Permit System software, Provider Content and Services to the City and any Permitted User as set forth in this Agreement. If the County's ownership rights are successfully challenged to the extent that the City must cease using the Services, the County shall refund a prorated portion of the annual fees paid by the City (should the fees be paid annually) for the current term of this Agreement as measured from the date the City must cease using the Services.

(g) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THE CITY'S USE OF THE SERVICES IS AT ITS OWN RISK. THE COUNTY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE COUNTY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. COUNTY DOES NOT AND CANNOT WARRANT THE RESULTS OBTAINED BY USE OF THE SERVICES. COUNTY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE COUNTY SOFTWARE WILL MEET THE REQUIREMENTS OF THE CITY OR GENERAL PUBLIC.

(h) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. THE COUNTY DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN THE POINT THAT THE PERMIT SYSTEM CONNECTS TO THE INTERNET (WHETHER SECURE OR NOT) AND THE CITY'S FACILITIES AND EQUIPMENT. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE CITY'S CONNECTIONS TO THE COUNTY'S PERMIT SYSTEM. ALTHOUGH THE COUNTY WILL USE REASONABLE EFFORTS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, THE COUNTY CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, THE COUNTY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

12. Nondisclosure.

Through exercise of each Party's rights under this Agreement, each Party may be exposed to the other party's technical and financial information and data, in electronic, magnetic, photographic and other forms that is confidential or private information ("Confidential Information"). In recognition of the other Party's need to protect its legitimate business interests and legal obligations, each party agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other Party as confidential or private and that, except as required by law including the Minnesota Government Data Practices Act, it will not redistribute or disclose to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity any of the other Party's Confidential Information. If Confidential Information is required by subpoena, court order or government requirement to be disclosed, each Party shall give the other Party prompt written notice of such subpoena, court order or government requirement to allow the other Party an opportunity to obtain a protective order to prohibit or restrict such disclosure.

13. Data Security.

During the term of this Agreement, the County shall, at a minimum, implement the following procedures designed to protect the security of City Data:

(a) User identification and access controls designed to limit access to City Data to any Permitted User;

(b) Industry standard firewalls regulating data entering the County's internal data network from an external source, which will enforce valid secure connections between internal and external systems;

(c) The County will maintain and follow a disaster recovery plan designed to maintain access to the System Software and Services and to prevent the unintended destruction of City Data;

14. Liability Limitations.

(a) **THE COUNTY SHALL NOT BE LIABLE TO THE CITY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(b) Under no circumstances shall the County's total liability to the City related to the System Software, Provider Content, or performance of Services under this Agreement exceed the aggregate amount of fees and revenue received by the County hereunder for the prior twelve (12) month period.

15. Parties Liable for Own Acts.

Each party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its agents, volunteers or employees. The Municipal Tort Claims Act, MN Stat. Ch. 466, and other applicable laws shall govern the County and City's liability.

16. Term and Termination.

(a) This Agreement shall commence as of the date executed by both Parties and shall remain in effect unless terminated by either party as set forth herein ("Initial Term"). After three years and every three years after that, the County may revise the cost associated with this agreement, by creating an amendment to this agreement which would then be agreed to and signed by both parties.

(b) Each Party reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each Party shall have the right to terminate this Agreement upon ninety (90) days prior written notice to the other party. Termination of this Agreement by either party does not entitle the City to a refund of any annual fees the City has paid to the County.

(c) Within sixty (90) days of termination of this Agreement, the County shall provide the City with a copy of all of the City Data contained in the Permit System. Within a reasonable time after providing

the City Data, the County shall delete and remove all of the City Data from the County's servers and data storage.

17. Payments.

(a) *Initial Buy In Payment and Monthly Fees.* The City will pay the County an Initial Buy-In Fee of \$2,000 as the Cities share of the development costs. The City will also pay the County a monthly fee to cover the hosting and support costs. The monthly fee is calculated using the average count of the last three years permits multiplied by \$3.50, divided by 12 months, plus \$25. The city may pay this fee on an annual basis, calculated as the Monthly Fee multiplied by 12 months. The details of this calculation are set out in Exhibit C. Based on these calculations the monthly fee to be paid by the City is **\$39.58**.

(b) The Permit System will allow the public to apply for a permit in a "one stop shop" portal that is accessed from the internet. For example, if the member of the public requires a permit from the County, the City of Apple Valley and the City of Lakeville, the Permit System will allow the member of the public to apply for all three permits at once. If the permits are paid for by credit card, the County will collect the money paid for the permits and will distribute the permit fees to the Cities according to the Cities permit fees structure. Credit card fees applied to the County by the credit card companies will be subtracted from the permit fees distributed to the Cities by the County, proportioned according to the ratios of the County's and City's fee structures.

(c) If the permits are paid for with a check instead of by credit card, the person applying for the permits will pay the check directly to each, the County and Cities involved.

(d) Fees for any extra services provided by the County that are outside the services that the County must provide under this Agreement shall be at pay for by a rate of \$65.00 per hour.

18. Participation on the Permit System User Group.

The Permit System User Group provides input to the County's Information Technology staff as to upgrades and enhancements that need to be made to the Permit System. The User Group consists of representatives from the County and cities who have committed to using the Permit System by paying the above mentioned fees and by signing this Agreement. The County will take the Cities requests into consideration when planning work on the Permit System. The County retains the right to make the final decision on what new functionality will be included in future releases.

19. Force Majeure.

Neither Party shall be liable to the other Party for any damages, costs, expenses or other consequences incurred by a Party or by any other person or entity as a result of delay in or inability to deliver any Services or comply with other obligations and responsibilities under this Agreement due to circumstances or events beyond the Party's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

20. Miscellaneous.

Assignment. The Parties shall not assign its rights or obligations under this Agreement without the prior written consent of the other party.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

Governing Law. This Agreement shall be governed by the laws of the state of Minnesota, and the Parties hereby submit to exclusive jurisdiction in the federal and state courts located in Dakota County, Minnesota for all disputes in connection with this Agreement or the transaction contemplated hereby.

Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by United States first class mail, postage prepaid, sent by facsimile or delivered personally by hand or nationally recognized courier. All such notices and other written communications shall be effective one business day after the date of mailing, receipt of confirmed facsimile transmittal or delivery. All notices shall be addressed to the applicable Party at its respective address first set forth above or such other address as may be designated on notice to the other Party pursuant hereto.

Independent Contractors. The County and its personnel or agents, in performance of this Agreement, are acting as independent contractors and not as an employees or agents of the City. Under no circumstances will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Service Agreement for One-Stop Permit System to be executed by their respective duly authorized officers as of the date set forth above. This Agreement shall be effective only when executed below by both Parties.

CITY OF SOUTH ST. PAUL

By _____

Date _____

Attest: _____

Date _____

Approved As To Form:

City Attorney/Date

COUNTY OF DAKOTA

By _____

Date _____

Dakota County Board
Resolution No. _____

Contract No. _____

Approved As To Form:

County Attorney/Date

EXHIBIT A
SYSTEM OVERVIEW

Dakota County's one stop Permit System brings together the permitting processes of the County and the Cities within the County into one, easy to use permitting application where the public can apply for permits that apply to one or more entities within the County.

Customers will have an online web user interface where they will be able to:

- 1) Create and update their profile
- 2) Purchase multiple permits in a shopping cart environment
- 3) Make one payment via Credit Card for all permits
- 4) Be able to view purchased permits and reprint permit copies
- 5) Be able to view pending permits and update as needed

Cities will be able to:

- 1) View all permits at a glance
- 2) Create user profiles or update user profiles
- 3) View reports of purchased permits, be able to see who has not paid for a permit and suspend their purchase abilities until payment has been made
- 4) Update permits that have been purchased and accept or reject their status for further review.
- 5) Add/Update/Delete documents to permits as needed
- 6) Create permits for customers as needed

Procedure:

A member of the public can become a customer by creating a user or company profile to do business with the Permit System. A customer can go to their "work place" where they have options to purchase a permit or print existing permit copies. Once they request to purchase a permit a customer will be given an option to select a permit type. Once that type is selected the customer will be prompted to select a city or cities in which they need a permit. If multiple cities are selected the permit system will loop through the process creating permits for the customer for each city that is selected and place the completed permit(s) into a shopping cart for further review or purchase. Upon the completion of the purchase the customer will receive verification of the purchase and notification that a representative will be in contact with them regarding their purchase. The city can accept or reject the permit. If accepted the customer is notified by email that the permit was approved and a copy of their permit will be included in the email to them. If the city rejects the permit, the city will contact the customer and tell them why and allow them to update and supplement the permit request as needed.

EXHIBIT B
MAINTENANCE AND SUPPORT SERVICES

The County shall maintain the Permit System including related hardware and software hosted by the County according to the separate Service Level Agreement (SLA) between Dakota County Information Technology and the Dakota County Cities.

EXHIBIT C
PERMIT SYSTEM FEE CALCULATIONS

	Apple Valley	Burnsville	Eagan	Farmington	Hastings	Mendota Ht's	Lakeville	Rosemount	West St. Paul	Winter 2017 South St. Paul	
2009	149	110	174	60	73		140	68			
2010	156	116	209	75	75	50	150	47	50		
2011	158	100	202	65	70	50	130	53	50		
2012						50			50		
2014										50	
2015										50	
2016										50	
ROW/Utility	W	W	W	W	W	W	W	W	W	W	
Registration	W	W	W	W	W	W	W	W	W	W	
Obstruction	W	W	W				W		W	W	
Special Events										W	
Excav./Grade	W		W		W	W		W			
Oversize load											
Access (New Dr)				W							
Landscaping											
Permit# Avg.	154	109	195	67	73	50	140	56	50	50	
Monthly charge:	\$70.01	\$56.69	\$81.88	\$44.44	\$46.19	\$39.58	\$65.83	\$41.33	\$39.58	\$39.58	
Annual Charge:	\$840.17	\$680.33	\$982.50	\$533.33	\$554.33	\$475.00	\$790.00	\$496.00	\$475.00	\$475.00	
Start Up Fee:	\$2000.	\$2000.	\$2000.	\$2000.	\$2000.	\$2000.	\$2000.	\$2000.	\$2000.	\$2000.	

The County will charge \$ 65. per hour for consulting services that are outside the scope of this Agreement. This hourly rate may be increased by the County every three years when the other fees of the agreement are reassessed.

EXHIBIT D
IMPLEMENTATION SCHEDULE

Permit	Date	Comment
Utility Right of Way Permit	To Be determined by the parties	Week of testing in test environment
	To Be determined by the parties	Week training in production environment
Training for Utility Right Of Way & Registration	To Be determined by the parties	Dakota County Northern Service Center for all City staff affected
		Release to the public
Registration Form	To Be determined by the parties	Week of testing in test environment
		Week trialing in production environment
		Release to the public
General Excavation Permit	To Be determined by the parties	Release to the public
Obstruction Permit	To Be determined by the parties	Release to the public
Special Event Permit	To Be determined by the parties	Release to the Public
Oversized Load Permit	To Be determined by the parties	Release to the Public
Access (New Driveway)	To Be determined by the parties	Release to the Public – New Permit
Landscaping	To Be determined by the parties	Release to the Public – New Permit

EXHIBIT B

**Service Level Agreement (SLA)
Between
Dakota County IT
And
Dakota County Cities
For One-Stop Permit System**

Effective Date: April 1, 2012

IT Relationship Manager: Dave Miland

Version

Version	Date	Revision / Description	Author
1.0	6-21-10	Draft	Don Turner/Anita Scott
1.1	3-28-11	Final	Don Turner
1.2	2-9-12	Update for Dakota County Cities	Anita Scott/Tim Auld

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Title	Approval Date and Signature
Dan Cater	IT Director, Dakota County	
City POC		

Agreement Termination

Approvers	Title	Termination Approval Date and Signature
Dan Cater	IT Director, Dakota County	
City POC		

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1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between the Dakota County IT Department and Dakota County IT Customers of the One-Stop Permit System for the provisioning and delivery of IT infrastructure core services and support.

This Agreement may be updated by Dakota County from time to time after consultation with the Stakeholders. Update changes will be recorded in the Amendments section of this Agreement and are effective upon the date recorded therein.

2. Goals & Objectives

The **purpose** of this Agreement is to define the service level expectations as it relates to the delivery and support of IT infrastructure core services to Dakota County IT Customers by the Service Provider (Dakota County IT).

The **goal** of this Agreement is to obtain as much as possible a mutual agreement and understanding for IT infrastructure services and support between the Service Provider and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

IT Service Provider(s): Dakota County IT Infrastructure
IT Customer(s): Dakota County Cities

The following stakeholders are responsible for the deployment and ongoing support of this agreement

Stakeholder	Title / Role	Contact Information
Dan Cater	IT Director, Dakota County	Dan.cater@co.dakota.mn.us
Dave Miland	IT Manager, Dakota County	Dave.Miland@co.dakota.mn.us
Tim Auld	IT Manager, Dakota County	Tim.Auld@co.dakota.mn.us
City POC		

4. Service Environment

The following information provides an estimate of the number of users, permits and the infrastructure supported by this SLA:

User Base Description	All Staff
Number of Users	Unlimited
Number of Permits	Number of estimated permits to be processed by the city each year: see Exhibit C of the contract between the Dakota County and the Cities for host the Permits System.
Number of Servers	One web server and one database server.
Location	Dakota County Administration Center
Network Devices	Switches, firewalls, load balancers, tape libraries, etc.

5. Periodic Review

This Agreement is valid from the above **Effective Date** and is valid until the **Date of Termination**. This Agreement may be reviewed on an annual basis; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **IT Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended by Dakota County after consultation with the primary Stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

IT Relationship Manager: Dave Miland
Review Period: Annually
Previous Review Date: None
Next Review Date: January, 2013

This Agreement will be made accessible to all Stakeholders electronically.

6. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

6.1 Service Scope and Costs

The following Services are covered by this Agreement. The funds for these standard services are provided via Dakota County I.T. operating budget. The operating budget supports personnel costs, training, contractual services, equipment maintenance, software licensing and maintenance and technology infrastructure improvements for the County. A breakdown of what services are charged back to the cities is in the table below.

Reference No.	Service Provided	Costs to be Recovered
TS1.1	Network Infrastructure Support Services - installation, configuration, management and support for data networks, network servers, firewall maintenance and administration and other security related services, management of the storage and backup of files and data.	Included in \$25 a month flat fee
TS1.2	Application Hosting Services – installation, configuration, management, and support for application software, server hardware, server operating systems, and management of remote network access.	Included in \$25 a month flat fee
TS1.3	Help Desk Services – single point of contact for reporting of all IT related problems and requests. Records and tracks reported incidents and service requests; assigns related priority levels and coordinates IT communications, manages the accounts required for security and access control to systems and files.	Included in \$25 a month flat fee
TS1.4	Fee per permit processed	\$3.50

- The funds required to provide these services – including the tools required to provide them – are generally supported via the Dakota County I.T. operating budget. Exceptions to this rule are found where services are not evenly consumed or can be directly attributed to a specific request to enhance the application for one or more of the cities. For example, the cost of establishing a new permit type or customization that is specific to a city or a request to add additional functionality that is requested by all the cities.
- Non-Standard services are not covered by the terms of this SLA and may require further negotiation and may be subject to additional fees. Any required fees will be agreed to prior to the work commencing.

6.2 Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- **Monday to Friday 7:00 A.M. to 6:00 P.M.**
- **Coverage from 6:00 P.M. to 9:30 P.M. on most nights**

6.3 Incident and Service Request Reporting and Management

The IT Help Desk is the single point of contact for all IT related services and requests. There are primarily two classifications of all inquiries received by the Help Desk categorized as:

- **Incident** – any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service.
- **Service Request** – a simple request from a Customer that does not involve a failure such as a software installation, telecom change, etc.

6.4 Reporting Procedures

To report incidents or initiate service requests, please select one of the methods below:

- Call the Help Desk telephone number to be connected with an agent – **651-438-4346** - and after hours select from the main menu the appropriate option for assistance. Based on your selection, your call will be handled appropriately.

OR

- Email Help.Desk@co.dakota.mn.us and enter your problem and/or service request. The Help Desk will review your request, assigned a priority, and route it to the appropriate technical teams for action.

Once an incident or service request has been received, the Help Desk primary responsibilities are to:

- Record and track reported incidents (e.g. problem) and service requests;
- Enter a ITSM ticket
- Provide initial classification (e.g. assign service category) and support;
- Assess impact and urgency;
- Determine priority level;
- Alert appropriate technical teams
- Monitor escalation procedures
- Coordinate IT communications (e.g. downtime notifications, IT updates, etc.)

When the Help Desk receives an incident or service request from a customer, a tracking number and priority level (See Section 6.5 – Incident and Service Request Prioritization) will be assigned. If the Help Desk agent cannot resolve the incident quickly either through a permanent solution or workaround, they will hand it off to the appropriate technical specialists and/or teams for further investigation, diagnosis and resolution. The customer is notified of the incident status and priority level assigned.

6.5 Incident and Service Request Prioritization

One of the key roles of the Help Desk staff is to assess event impact and urgency and determine an adequate priority level. These activities are not an exact science, as there are virtually unlimited scenarios and potential situations. However, the following framework and variables/factors are used as a benchmark when determining priority ratings:

- **Number of Users Affected** by the Incident
 - Single user
 - Multiple Users, floors or work units
 - Work site
 - Multiple work sites
- **Business Impact** of the Incident
 - Low – low/minimal impact on business customer
 - Moderate – moderate/minor impact on business customer
 - High – high impact on business customer
- Existence of a **short term fix or work around**

SLA for Dakota County Cities

Service parameters are defined based on criticality of service and/or application and appropriate priority assigned based on impact and urgency. A guideline to the priorities assigned is specified below:

SERVICE PARAMETERS	PRIORITY TO BE ASSIGNED
<ul style="list-style-type: none"> • A major service or mission critical application is unavailable; • Has a high impact and is highly visible; affects a large number of users, application or service; • Short term fix or work around is not available 	Priority 1 - Immediate
<ul style="list-style-type: none"> • <u>Service request</u> in this category are rare and limited to those that are considered urgent in nature; Provider management approval required 	
<ul style="list-style-type: none"> • A service or application is unavailable or degraded; • Has a high impact and is highly visible; affects a large number of users, application or service; • Short term fix or work around is available 	Priority 2 - High
<ul style="list-style-type: none"> • <u>Service request</u> for access to applications, systems, directories, groups, etc. 	
<ul style="list-style-type: none"> • A service or application is down or degraded; • Has a moderate impact or moderately visible; affects a limited number of users, application or service 	Priority 3 - Moderate
<ul style="list-style-type: none"> • <u>Service request</u> for new hardware, software, telecom changes, etc. 	
<ul style="list-style-type: none"> • A non-critical service or application is down or degraded; • Has a low impact; affects a small number of users or a single user; • A workaround or maintenance is acceptable 	Priority – 4 Low
<ul style="list-style-type: none"> • <u>Service request</u> for a general question or a request for information 	

Where:

- Large number of users = 75 or more
- Limited number of users = 25-75
- Small number of users = 1-25

The above numbers are provided as guidelines but business impact may also be a factor.

6.6 Response and Resolution Times

INCIDENTS

An **incident** (problem) is an event which causes an interruption to, or reduction in, the quality of a service, incidents are given a priority rating between 1 and 4 with priority 1 being the highest.

The following table outlines the Key Performance Indicators for **INCIDENTS**:

Priority	Maximum Time to Respond	Maximum Time to Resolve
1 - Immediate	15 Minutes	4 hours or less
2 - High	1 hour	4 hours
3 - Moderate	2 hours	2 business days
4 - Low	4 hours	5 business days

- **Time to Respond** is the time the Incident is opened to initial contact by a technician.
- **Time to Resolve** is the total time from incident reported to resolution.
- Priority of incidents can be raised from lower to higher priority if no response is received from the Service Provider within the response time window defined as per this SLA. Please refer to section 6.7 – Escalation Procedures for further details.

SERVICE REQUESTS

A **service request** refers to common customer request that does not involve a failure or disruption of a service. Examples of such requests include: new hardware/software requests, telecom requests, physical staff moves, etc.

All service requests are assigned a priority from 1 through 4. It is recommended, whenever possible that customers provide as much advance notice as possible prior to the required date.

The following table outlines the Key Performance Indicators for **SERVICE REQUESTS**:

Priority	Time to Respond	Time to Resolve
1 - Immediate	Same Day	within 1 business day
2 - High	2 Days	within 3 business days
3 - Moderate	2 Days	within 4 business days
4 - Low	2 Days	within 8 business days

- Custom requests are excluded from the above key performance indicators. Custom Requests refers to an IT related request that does not fall into the Incident or Service Request categories. Examples of such requests include: new system design and technical review and analysis, major office relocations/moves etc. The Provider manages these requests on a case-by-case basis as each request is unique and may require significant project planning and resources. As a result, it is not possible to define standard response and resolution times. The Provider will respond to and discuss such requests within a reasonable period of time.

6.7 Escalation Procedures

The Help Desk escalates incidents and service requests according to the procedures outlined below. Customers may initiate escalation when they believe their incidents or service requests are not being handled in a timely manner.

The customer should contact the Help Desk and ask for their incident or service request to be escalated. The Help Desk agent will escalate your request to the Provider's internal management team as noted below.

PROVIDER INTERNAL NOTIFICATION AND ESCALATION PROCEDURES				
Standard Business Hours are 7:00 a.m. – 6:00 p.m. Monday – Friday [unless otherwise specified]				
Escalation Level Contact*	Priority 1 Incident	Priority 2 Incident	Priority 3 Incident	Priority 4 Incident
Help Desk	Immediate Notification	Immediate Notification	2 hours	4 hours
Service Delivery Manager or Technical Team Manager or Lead	Immediate Notification	1 hour	4 hours	8 hours
Technology Director	1 hour	2 hours	8 hours	Next Business Day
Business Unit Management	1 hour	2 hours	8 hours	Next Business Day

6.8 Service Provider Responsibilities

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meet service measurements as outlined in Section 7.2 – Service Measurement and Performance Targets;
- Monitor customer satisfaction via a customer survey tool;
- Follow escalation process when deemed appropriate;
- Provide Service Reviews to Customer as outlined in Section 7.3 – Service Level Reviews;
- Provide appropriate notification to Customer for all scheduled maintenance as outlined in Section 7.6 – Server Maintenance.

6.9 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Services are provided to Dakota County customers only;
- Services are provided only for standard devices and applications;
- Support for major upgrades will be defined as “projects” and are outside the scope of this agreement;
- Availability of needed equipment in the event of failure;
- Availability of external vendor support, if required;
- Changes to services will be communicated to all stakeholders.

Some components of service delivery are outside the Provider's control. These components could affect the service goals listed in this document. While the Provider will make every effort to mitigate any damage caused by these problems, **excluded** from the service measurements listed in this agreement are any problems related to:

- Failure of the Provider's vendor's equipment;
- Actions or inactions of the Provider's vendor or contractor;
- Outages and/or degraded performance of infrastructure not managed by the Provider

6.10 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Staff/users within the business units report problems/issues in a timely manner;
- Staff/users follow the established procedures as outlined in Section 6.4 – Incident and Service Request Reporting and Management for reporting incidents or initiating service requests;
- Staff/users within the cities understand the features and functionality of the permitting application they need to use in order to complete their work assignments. It is the responsibility of cities to ensure staff obtains the necessary training.
- Provide a detailed description of the problem/issue being encountered;
- Provide error messages received, if appropriate;
- Reasonable availability of customer(s) when resolving a reported incident or service request

7. Service Level Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring, measurement and reporting of in-scope services and related components.

7.1 Availability Restrictions

Customer requests for service availability outside the coverage parameters as outlined in Section 6.3 - Service Availability should be submitted in writing to the Provider for review. If needed, this SLA may be amended to reflect those changes or a supplemental SLA negotiated.

7.2 Service Measurement and Performance Targets

The following measurements will be established and maintained by the Service Provider to ensure optimal service provision to the Customer:

Measurement	Definition	Performance Target
Target Incident Acknowledgment Time	Time the Help Desk responds to customer acknowledging receipt and/or report of incident.	90% of incidents will be acknowledged in 30 Minutes or less
Target Incident Response Time	Provider response time from time incident is opened to initial contact by a technician.	80% of incidents responded to within established timelines based on priority levels. (See Section 6.6)
Target Incident Resolution Time	Total time from incident reported to resolution.	80% of incidents resolved within established timelines based on priority levels. (See Section 6.6)
Number of Unscheduled Outages	Number of outages during the Core Availability Time	99.9% of the time mission critical systems will be available.*
Target Service Request Resolution Time	Total time from service request reported to resolution	80% of service requests resolved within established timelines based on priority levels (See Section 6.6)

*Mission critical systems are currently defined as: Email, Phones, Internet Access, Jail Management Systems, JAIIMS, CJIN, CIBERLaw, Portals (Criminal History), and any Community Services Systems that administer support to Public Health and Social Services. Most of those systems are housed at the State of Minnesota but our network is required to run them.

7.3 Service Level Reviews

The Service Provider will use a phased approach in initially conducting Service Level reviews. The reviews will be conducted on an annual basis or as needed. The IT Relationship Management will facilitate the Service Level reviews with the appropriate city point of contact.

7.4 Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to reported incidents and/or service requests submitted by the Customer within the established time frames as outlined in Section 6.6 – Response Times.

7.5 Service Maintenance

All services and/or related components require regularly scheduled maintenance (“Maintenance Window”) in order to meet established service levels. Please refer to the table provided in Appendix E – Maintenance Schedule for a description of those activities and scheduled timeframes. Those activities will render systems and/or applications unavailable for normal user interaction.

- For those activities outlined in Appendix B – Maintenance Schedule the customer will be notified 5 days in advance of the scheduled maintenance;
- Notification of service outages and/or emergency or critical maintenance will be made within 60 minutes of an occurrence, whenever possible. These notifications may come from either the Help Desk or some other part of Information Technology depending on the source of the problem.

Amendments:

Appendix A: Definitions

Acknowledgement Time is the time the Help Desk responds to Customer acknowledging receipt and/or report of incident.

Availability – the ability of a component of or an IT service to perform its required function at the required times.

Category – a classification of a group of incidents that are similar in a defined way.

Customer – the term used to refer to the department, or division using the services.

Downtime – the period of time during which a Service or component is not available to customers.

Escalation – the mechanism that assists in the timely resolution of an Incident.

Impact – the measure of business criticality.

Incident – any event which is not part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in, the quality of that service.

IT Infrastructure – all of the components required to deliver IT Services (e.g. hardware, software, telecom, networks, etc.).

Known Error – the status given to a **Problem** once root cause is identified and a **Workaround** is developed (if appropriate)

Problem – the unknown root cause of one or more existing or potential **Incidents**.

Priority – the value given to an Incident/Problem to indicate its level of importance in the organization.

Help Desk – the single point of contact for customers to report incidents/problems and submit service requests.

Service Level Agreement (SLA) – a written and signed agreement between IT and internal Customers documenting the delivery and support of IT services.

Service Request – a simple request from a Customer that does not involve a failure such as a software installation, enhancement request, etc.

Time to Resolve is the total time from incident reported to resolution.

Time to Respond is the time the Incident is opened to initial contact by a technician.

Underpinning Contract – an agreement made between an external vendor/supplier and IT in support of an SLA.

User – the term used to refer to the person who makes day-to-day use of the service.

Workaround – a temporary fix to an Incident/Problem that allows the Customer to maintain a level of productivity.

Appendix B: Maintenance Schedule

Maintenance Task	Description	Frequency	Estimated Hours of Outage
Windows Updates on Windows Servers	Apply Microsoft Windows Security Patches, Hot-Fixes, and Hardware Driver Updates	Monthly	10 hours – from approximately 6:30 p.m.- Midnight one Friday per month
Avaya Call Pilot Maintenance	Apply fixes	As needed – average 4-5 times per year	1 hour Call Pilot Server Outage
New Windows Server Installation and Replacement	Servers are generally replaced on a four year cycle, required hardware upgrades for increased capacity and performance	Annually	No Server outage Our Virtualized environment allows us to handle these upgrades. We are 100% virtualized.
Window Server Hardware Upgrades	Upgrade memory, hard drive space, etc.	Annually	1 hour Server outage Systems deemed critical will be scheduled for after hours. As operating systems get better the ability to add disk space without interruption to the Servers is coming.
Windows Operating System and Service Pack Upgrades	Install new versions of the Operating System and/or Service Pack releases	Annually	1 hour Server outage during normal business hours – systems deemed critical will be scheduled for after hours.
Avaya CS1000 Maintenance	Install fixes or upgrades to the telephony environment	3-4 Times a Year	2 hour Phone Server outage during normal business hours – This is deemed critical will be scheduled for after hours.
Network Switch Devices	Installation of new switches	Annually	2 hour Switch outages deemed critical and will be done after hours.
Server Firmware Upgrades	Install fixes to correct hardware and performance problems; and general release versions	Annually	No Server outage during normal business hours – systems deemed critical will be scheduled for after hours. We will do these upgrades using

SLA for Dakota County Cities

Remote Office Windows Servers Tape Backup Rotation	Rotate Server backup tapes to Information Technology to be sent to Iron Mountain daily	Daily – by designated remote office staff	Vmotion in VMware No outage
Dakota Firewall Rule Base and Policy Updates	Update Dakota Firewall rules and policies	As needed	1 hour during off business hours
Mainframe Software Fixes and Upgrades	Upgrade Software to keep current	Monthly	4 hours during off business hours

Attachment B:
Comparison of Proposed
Permit Fees

South St. Paul Comparison of Proposed Fee Schedule for Right of Way Management Permits through Dakota County's One Stop Permit Shop Program

Permit Fees	Eagan	Lakeville	Burnsville	Rosemount	Farmington	Inver Grove Heights	Mendota	West. St. Paul	Hastings	Apple Valley	Dakota County	South St. Paul Proposed Permit Fees
Access - Commercial	\$220	A	\$91	\$50		\$50		\$50			\$320	
Access - Driveway	\$20	\$50	\$91	\$50		\$50					\$135	
Access - Street	A	A	A	A		A					\$320	
Detour/Event		\$50										\$0
Obstruction	\$50	\$55	\$96							\$54	\$125	\$50
House Move	\$90										\$25	
Registration						\$50					\$40	\$0
Transportation - Annual											\$250	
Transportation - Single											\$25	
Utility - Dist. + Footage Fee	\$200	\$225	\$248	\$200	\$90	\$200	\$200	\$100	\$130	\$161	\$250	\$200
Excav./Utility - Sewer/Water	\$200	A		\$50		\$50	\$200		\$190	\$161	\$320	
Average Number of Permits	195	140	109	56	67	105	50	50	73	154	?	50

Notes:

"A" per hour fee

Utility Permit + Add Fee per Foot

Hastings add \$10 for each unit, \$150 per 500 feet, Boring - \$25 ea., Const. on gravel - \$50, Utilities base new plat - \$50

Lakeville \$0.21 per foot over 2,640 feet

Burnsville \$0.70 per foot over 300 feet

Apple Valley \$0.17 per foot over 100 feet

Rosemount \$0.20 per foot over 1,000 feet

Eagan \$0.20 per foot over 1,000 feet

West St. Paul \$0.20 per foot over 500 feet

South St. Paul Proposed \$0.20 per foot over 500 feet for underground facilities only.

Expected Recovery of Costs (Annually): \$11,100

DC One Stop Permit Shop Start up Fee (One Time): \$2,000

Annual Charge for IT Maintenance and Credit Processing Fees (Annually): \$475

South St. Paul Staffing Costs (Annually): \$11,025

1st Year Recovery of Costs: (\$2,400)

2nd Year and Thereafter Recovery of Costs: (\$400)



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 21, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-F

AGENDA ITEM: Authorization to Execute Contract for Consulting Services for Alice Court Water Tower Telecommunications Decommissioning

ACTION TO BE CONSIDERED:

Motion to authorize execution of a contract with Short Elliot Hendrickson (SEH) for engineering consulting services for plan review and construction administration for decommissioning of the Clearwire antenna equipment from the Alice Court water tower.

OVERVIEW:

On October 13, 2016, the City received a request from the owner of the Clearwire antenna equipment for decommissioning of their infrastructure on the Alice Court water tower. Based on the terms of the lease with the City of South St. Paul, the tenant is required to provide sixty (60) days written notice to the City and an escrow account with the City in the amount of \$5,000 to fund consulting engineering services for the necessary work. The City has historically used SEH to provide consulting services for review and construction administration of telecommunications equipment on the City's infrastructure. This work requires specialized knowledge that would be best facilitated by a contract with SEH for consulting engineering services (Attachment A: Engineering Services Agreement).

RECOMMENDATION:

Staff recommends the City Council consider authorizing execution of a contract with SEH, Inc., for engineering consulting services for plan review and construction administration for decommissioning of the Clearwire antenna equipment from the Alice Court water tower in an amount not to exceed \$4,500.

SOURCE OF FUNDS:

Sufficient funds in the amount of \$5,000 are available from the escrow account with the City for the consulting engineering contract with SEH in an amount not to exceed \$4,500 for decommissioning the Clearwire antenna equipment from the Alice Court water tower. The expected loss in revenue is approximately \$33,000 in 2017 for the termination of the lease.

Attachment A:

Engineering Services
Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2016, by and between the City of South St. Paul, 125 – 3rd Avenue North, South St. Paul, Minnesota 55075, ("City") and Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110, ("Consultant").

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

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

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

1. SERVICES.

- a. City agrees to engage Consultant as an independent contractor for the purpose of performing certain professional Services ("Services"), as defined in the following documents:
 - i. A "Letter Agreement" dated October 18, 2016 describing scope of services, incorporated herein as Exhibit 1.
 - ii. Estimated fee not to exceed \$4,500.

(Hereinafter "Exhibits.")

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

2. PAYMENT.

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

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

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

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

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

10. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

Or e-mailed: chartzell@sspmn.org

If to Consultant: Dan Zienty
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110

Or emailed: dzienty@sehinc.com

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

15. GENERAL PROVISIONS.

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

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

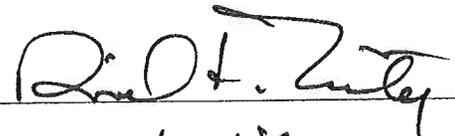
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in Dakota County District Court.
- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms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

CITY OF SOUTH ST. PAUL

By: _____

Date: _____

SHORT ELLIOTT HENDRICKSON INC.

By: 

Its: SEH INC.

Date: 11/14/16

Agreement for Professional Services

This Agreement is effective as of October 18, 2016, between City of South St. Paul (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Clearwire Decommissioning at Alice Court

Client's Authorized Representative: Chris Hartzell, PE
Address: 125 Thrd Avenue North
South St. Paul, MN 55075
Telephone: 651.554.3210 email: chartzell@sspmn.org

Project Manager: Daniel J. Zienty
Address: 3535 Vadnais Center Dr.
St. Paul, MN 55110
Telephone: 651.490.2160 email: dzienty@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Scope

Based on our understanding of your request SEH will provide the following services:

- Review of existing City lease to identify parameters of carrier/ City responsibility and expectations
- Review the as-built drawings to define the scope for removal(s) and provide direction to Sprint
- Facillitate and attendance project preconstruction meeting
- Provide inspection of the work and closeout the project
 - Assumes 2 onsite Inspections
 - Assumes completion of a 360 video
- Provide project closeout documentation

Schedule: Our services do not begin until written authorization is provided by the City. Construction observation of major work items will be performed based on the agreed upon schedule (Field related services will required a minimum of 48 hour notice).

Payment: SEH proposes to provide services as referenced above on an hourly basis plus reimbursable expenses including (reproductions, mileage, and daily vehicle allowance). *SEH estimates the following fee: \$4,500.00* Should circumstances arise that require additional effort on the part of SEH staff, we will request authorization from the City to perform these services, and provide and an estimate of any additional fees.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General

Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

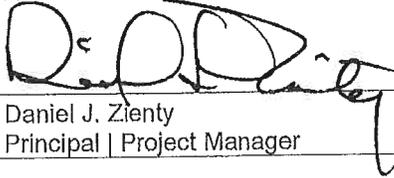
Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

document3

Short Elliott Hendrickson Inc.

City of South St. Paul

By:



Daniel J. Zienty

Title:

Principal | Project Manager

By: _____

Title: _____

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF NOVEMBER 14, 2016**

The adjourned meeting of the City Council was called to order by Mayor Beth Baumann at 7:00 P.M. on Monday, November 14, 2016.

ROLL CALL:

Present,	Mayor Baumann Councilmembers Flatley, Hansen, Niederkorn, Podgorski, Rothecker, Seaberg
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Absent,	None
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Also Present,	City Administrator, Steve King City Clerk, Christy Wilcox
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1. Canvassing of Votes

Moved by Niederkorn/Rothecker

MOVED: To adopt Resolution No. 2016-206, canvassing the votes cast at the November 8, 2016, General Election of the City of South St. Paul.

Motion carried	7 yeas/0 nays
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2) Adjournment

Moved by Seaberg/Flatley

MOVED: That the meeting of the City Council adjourn at 7:12 p.m.

Motion carried	7 ayes/0 nays
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Approved: November 21, 2016

City Clerk



CITY COUNCIL AGENDA REPORT
DATE: NOVEMBER 21, 2016
DEPARTMENT: Licensing & Code Enforcement Division
ADMINISTRATOR: SPK

8-H

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>
Peddler's License	AT&T; Carlos G. Rivas	N/A
Rental Housing	Pro Operam Sub II, LLC Ross Herman	212 Warburton St W
Restaurant	Asi es Mexico	1025 Southview Blvd

SOURCE OF FUNDS:

N/A

**CITY OF SOUTH ST. PAUL
CITY COUNCIL REPORT, NOVEMBER 21, 2016**

Acct. No.	Company/Applicant	License No.	License Type	Status	Expires	Address	Detail
14953	AT&T; Carlos G. Rivas	00005599	Peddler's License	P	05/31/2017		Pending Background Investigation
14289	Dahl Street Properties, L.P. Brian Dahl	00005600	Rental Housing	A	05/31/2017	1450 5th Ave S	
14952	Pro Operam Sub II, LLC Ross Herman	00005598	Rental Housing	P	05/31/2017	212 Warburton St W	Pending Background Investigation
14951	Asi es Mexico	00005597	Restaurant	A	05/31/2017	1025 Southview Blvd	



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Parks and Recreation

ADMINISTRATOR: SPK

8-I

AGENDA ITEM: Federal Land Access Program (FLAP) Grant Submission to Construct Trailhead Facilities adjacent to the DNR Public Boat Access

DESIRED MEETING OUTCOMES:

Adopt Resolution 2016-210 in support of the submittal of a grant application to the Eastern Federal Land High Way Division (EFLHD) for Federal Land Access Program (FLAP) funding to construct trailhead facilities adjacent to the DNR Public Boat Access, connect trails, and enhance the river overlook south of the boat launch.

OVERVIEW:

The EFLHD is currently accepting FLAP applications for fiscal year 2017-2020. The city has been in discussions with Dakota County to apply for a portion of the \$2.4 million funding. The grant funding would be applied to enhancing the boat launch/community garden/compost site area and Mississippi River Regional Trail. If successful, funding will provide a trail connection to the Wakota Bridge trail, a new trailhead restroom facility, parking lot paving, and refurbishment of the river overlook south of the boat launch. The preliminary design is attached.

In order to request grant funding, FLAP applications require local matching funds to be applied to the project. We anticipate requesting \$700,000 total for the project, which requires a 20% local match. Due to the relationship to the regional trail, Dakota County has committed \$140,000 in matching funds, which would provide our local match. In order to increase our grant competitiveness, we are also recommending that the City of South St. Paul also contribute a 20% match, making the local match 40%. Our city local match would come in the form of site cleanup which would be accomplished through the demolition of the waste water treatment plant building located adjacent to the compost site. The demolition is scheduled and already funded through a state funding source, which qualifies for our local match according to the FLAP grant.

The proposed trailhead project qualifies for federal funds because our facilities are adjacent to the Mississippi River National Park (MNRRA). The project also supports our City Comprehensive Plan which states in the Parks – Riverfront Policies (p. 35) section:

Goal: Expand recreational activities along the Mississippi River to create a recreation destination. Work to establish better trail linkages between the riverfront and the residential neighborhoods west of Concord Street where possible.

6. Develop a multi-purpose park building with restrooms, information kiosk at the DNR boat launch. The building could serve as a southern trailhead for the MRRT.

If the City of South St. Paul is awarded the grant, the project could likely begin in 2018 in collaboration with Dakota County. Resolution 2016-210 is attached for your consideration.

SOURCE OF FUNDS:

FLAP Grant 60%, Dakota County 20%, City of South St. Paul 20%

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-210

**RESOLUTION SUPPORTING FEDERAL LAND ACCESS PROGRAM (FLAP)
GRANT SUBMISSION TO CONSTRUCT TRAILHEAD FACILITIES
ADJACENT TO THE SOUTH ST. PAUL DNR PUBLIC BOAT ACCESS**

WHEREAS, the Eastern Federal Land High Way Division (EFLHD) is accepting Federal Land Access Program (FLAP) applications; and

WHEREAS, the State of Minnesota will be allocated \$2.4 million in funding for fiscal years 2017-2020; and

WHEREAS, the application deadline for the FLAP funding request is December 16, 2016; and

WHEREAS, the City of South St. Paul would like to improve trailhead facilities along the Mississippi River Regional Trail adjacent to the DNR Public Boat Access; and

WHEREAS, the trailhead project supports the city's Comprehensive Plan which states in the Parks – Riverfront Policies section: *Expand recreational activities along the Mississippi River to create a recreation destination. Work to establish better trail linkages between the riverfront and the residential neighborhoods west of Concord Street where possible. Continuing to state: Develop a multi-purpose park building with restrooms, information kiosk at the DNR boat launch. The building could serve as a southern trailhead for the MRRT*; and

WHEREAS, Dakota County has committed to providing 20% local match funding to the project in addition to South St. Paul's commitment to provide 20% local match for the federal grant funds per the FLAP grant requirements;

NOW, THEREFORE, BE IT RESOLVED, that the City of South St. Paul adopts a Resolution of Support for the application request of \$700,000 to the Federal Lands Access Programs for trailhead facility improvements.

Adopted this 21st day of November, 2016.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Engineering

ADMINISTRATOR: SPK

8-J

AGENDA ITEM: Final Compensating Change Order – 2016 Boulevard Trees

ACTION TO BE CONSIDERED:

Pass a Motion to approve final compensating change order to the 2016 Boulevard Trees Program project (2016-004) in the amount of a \$1,515.00 increase to the contract making the final contract amount \$5,999.00.

OVERVIEW:

All of the work associated with 2016 Boulevard Trees project is now complete. Therefore, a final compensating change order has been calculated and approved. The scope of work was modified to include additional trees by last minute request from property owners and the addition of an Espresso Kentucky Coffeetree resulting in an additional \$1,515.00 cost to the project. A final compensating change order makes adjustments to the quantities of the unit items bid to make the final contract quantities are exactly the same as the final pay quantities. A detailing of the items being adjusted is attached.

SOURCE OF FUNDS:

Sufficient funds in the amount of \$5,999.00 are available from the 2016 Tree Maintenance Budget.

FINAL COMPENSATING CHANGE ORDER NO. 1

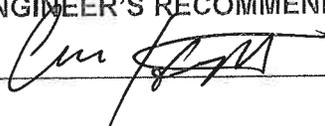
City Project No. 2016-004 Date: 11/09/16
Name of Project: 2016 Boulevard Trees Original Agmnt. Date: 11/07/16
Owner: City of South St. Paul
Contractor: Hoffman & McNamara, Co.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE: \$4,484.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER: N/A
The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$1,515.00
The new CONTRACT PRICE including this CHANGE ORDER will be: \$5,999.00

The CONTRACT TIME will be increased/decreased by 0 calendar days.
The date for completion of all work will be 10/28/16

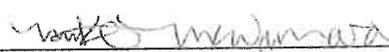
CITY ENGINEER'S RECOMMENDATION:

By: 
Date: 11/10/16

OWNER'S ORDER:

By: _____
Date: _____

CONTRACTOR'S ACCEPTANCE:

By: 
Date: 11/10/16

The Justification for this CHANGE ORDER is attached.

2016-004 Final Compensating Change Order #1 Justification

Change Order #1 is a final compensating change order for the 2016 Boulevard Tree (2016-004) Project. The project has been completed. The compensating change order adds and subtracts the used portion of the as bid quantities to calculate the project quantities.

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

The scope of work was modified to include additional trees by last minute request from property owners and the addition of an Espresso Kentucky Coffeetree. The change order reflects actual as constructed quantities resulting in additional \$1,515.00 cost to the project.

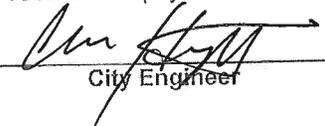
CITY OF SOUTH ST. PAUL
125 THIRD AVENUE NORTH, SOUTH ST. PAUL, MINNESOTA 55075

EST. VOUCHER NO. 1 - Final
 FUND NUMBERS: 10320-6221-201604

FOR PERIOD ENDING: 11/9/2016
 CLASS OF WORK: Plantings
 LOCATION OF WORK: 2016 Boulevard Trees
 THE CITY OF SOUTH ST. PAUL TO: Hoffman & McNamara, Co.
 ADDRESS: 9045 180th Street East
 Hastings, MN 55033
 DATE OF CONTRACT: 11/7/2016

A	Original Contract Amount	\$4,484.00	
B	Total Additions-	\$1,515.00	
C	Total Deductions-	\$0.00	
D	Total Funds Encumbered		\$5,999.00
E	Total Value of Work Certified to Date	\$5,999.00	
F	Less Retained Percentage (0%):	\$0.00	
G	Less Total Previous Payments	\$0.00	
H	Approved for Payment, This Report	\$5,999.00	
I	Total Payments Including this Voucher		\$5,999.00
J	Balance Carried Forward		\$0.00

This is to certify that the items of work shown in the Statement of Work Certified herein have been actually furnished for and that the total work is **100.00** % completed as of **11/9/2016** . I hereby recommend payment of this voucher.

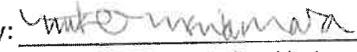


 City Engineer

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

Date: 11/10/16

Contractor: Hoffman & McNamara, Co.

Signed by: 
 Mike McNamara, President

Voucher Checked By: _____

Payment Mailed by: _____

Date: _____
 Mark Hodel

Date: _____

CONSTRUCTION REPORT AND MONTHLY ESTIMATE

PROJECT NO.: 2016-004
 CONTRACTOR: Hoffman & McNamara, Co.
 DATE OF CONTRACT: 11/7/2016

DATE: 11/9/2016
 ESTIMATE: 1 - Final
 % PERFORMED: 133.79%

STATEMENT OF WORK PERFORMED

Sheet 1 of 1

ITEM #	SPEC #	CONTRACT ITEM	UNIT	QTY	UNIT PRICE	TOTAL	QUANTITY	AMOUNT
SCHEDULE A - ROADWAY IMPROVEMENTS								
1	2571.502	DECIDUOUS TREE (1.5" CAL & B&B) - NEW HORIZON ELM	EACH	1	\$340.00	\$ 340.00	1.00	\$ 340.00
2	2571.502	DECIDUOUS TREE (1.5" CAL & B&B) - AUTUMN BLAZE MAPLE	EACH	2	\$337.00	\$ 674.00	2.00	\$ 674.00
3	2571.502	DECIDUOUS TREE (1.5" CAL & B&B) - GINKGO AUTUMN GOLD	EACH	1	\$425.00	\$ 425.00	2.00	\$ 850.00
4	2571.502	DECIDUOUS TREE (1.5" CAL & B&B) - SWAMP WHITE OAK	EACH	1	\$365.00	\$ 365.00	3.00	\$ 1,095.00
5	2571.502	DECIDUOUS TREE (1.5" CAL & B&B) - MAPLE SIENNA GLENN	EACH	8	\$335.00	\$ 2,680.00	8.00	\$ 2,680.00
CHANGE ORDER NO. 1								
5	2571.502	DECIDUOUS TREE (1.5" CAL & B&B) - KENTUCKY COFFEETREE	EACH	0	\$360.00	\$ -	1.00	\$ 360.00
TOTAL CONSTRUCTION COST						\$ 4,484.00		\$ 5,999.00



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 21, 2016

DEPARTMENT: Airport

ADMINISTRATOR: SPK

8-K

AGENDA ITEM: Approving T-Hangar Leases

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving non-commercial t-hangar leases.

Overview:

Airport staff is preparing 2017 leases for each City owned T-hangar unit with the following tenants on the approved lease form with rates set according to the 2017 Rent and Fee Schedule.

These leases will be valid through December 31, 2017. Each is a non-commercial lease that allow the tenants to store aircraft and other incidental items related to the operation of their aircraft on airport property.

Source of Funds:

N/A

City Council Report – Approving T-Hangar Leases at the Fleming Field Airport

November 21, 2016

Page 2 of 2

South T-Hangar	Tenant	Expires
201 Charlie Lane	Steve Wetteland	12/31/2016
205 Charlie Lane	Rey Hurdt	12/31/2016
209 Charlie Lane	Jack Warrington	12/31/2016
213 Charlie Lane	Michael Grasz	12/31/2016
217 Charlie Lane	Lyon Jet II LLC	12/31/2016
221 Charlie Lane	Mike Cleary	12/31/2016
225 Charlie Lane	Anthony P. Anderson	12/31/2016
229 Charlie Lane	Little Duke Aviation, LLC	12/31/2016
233 Charlie Lane	C & D Aircraft LLC	12/31/2016
237 Charlie Lane	Richard Phillips	12/31/2016
241 Charlie Lane	North Air Inc	12/31/2016
200 Delta Lane	John McCain	12/31/2016
204 Delta Lane	Robert Mickelson	12/31/2016
208 Delta Lane	St. Croix Aircraft Group	12/31/2016
212 Delta Lane	Troy Blazek	12/31/2016
216 Delta Lane	Jason Cronister	12/31/2016
220 Delta Lane	Theodore Byrne	12/31/2016
224 Delta Lane	Island Air	12/31/2016
228 Delta Lane	Susan Anzion	12/31/2016
232 Delta Lane	Thomas Vogt	12/31/2016
236 Delta Lane	Peter McDermott	12/31/2016
240 Delta Lane	Landmark Architectural Signs	12/31/2016

North T-Hangars	Tenant	Expires
1630 Decathlon Lane	Amy Gesch	12/31/2016
1642 Decathlon Lane	Rich Clark	12/31/2016
1654 Decathlon Lane	Dan Fanslow	12/31/2016
1678 Decathlon Lane	James Sweet	12/31/2016
1690 Decathlon Lane	Daniel Ernst	12/31/2016
1631 Ercoupe Lane	Prescott Flying Club	12/31/2016
1643 Ercoupe Lane	Richard Smith	12/31/2016
1655 Ercoupe Lane	Flaps Inc.	12/31/2016
1667 Ercoupe Lane	John C. Antholz	12/31/2016
1679 Ercoupe Lane	Prescott Flying Club	12/31/2016
1691 Ercoupe Lane	Gerald Wallace Jr.	12/31/2016

Vacant T-Hangars	Tenant
1666 Decathlon Lane	Current tenant has requested to terminate lease. Airport staff is contacting potential tenants on the Airport T-Hangar Wait List to fill the vacancy.



CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 21, 2016

DEPARTMENT: Licensing & Code Enforcement Division

ADMINISTRATOR: SPK

8-L

Agenda Item: Lawful Gambling Exemption – Make-A-Wish Foundation

Action to be considered:

Motion to adopt Resolution No. 2016-209, Concurring with the Issuance of a Lawful Gambling Exemption for Make-A-Wish Foundation.

Overview:

A request has been received from Make-A-Wish Foundation for the approval of an application for license to conduct a raffle under Lawful Gambling Exemption of the State Law. This is not to be confused with the Gambling Licenses which are issued for continuous sale of pull-tabs, etc. The scheduled date of this event is June 3, 2017, to be held at the VFW Post 295, 111 South Concord Exchange.

Source of Funds:

n/a

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-209

**RESOLUTION CONCURRING WITH THE ISSUANCE OF A
LAWFUL GAMBLING EXEMPTION FOR
MAKE-A-WISH FOUNDATION**

WHEREAS, Make-A-Wish Foundation has made application to the Gambling Control Board to hold a lawful gambling exempt activity on June 3, 2017.

WHEREAS, the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council hereby concurs with the issuance of a Lawful Gambling Exemption Permit by the Gambling Board to Make-A-Wish Foundation to be held on June 3, 2017, at the VFW Post 295, 111 South Concord Exchange, South St. Paul, Minnesota, and hereby waives the 30-day waiting period.

Adopted this 21st day of November, 2016.

City Clerk

LG220 Application for Exempt Permit

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>South St. Paul</u></p> <p>Signature of City Personnel: <u><i>Shirley Johnson</i></u></p> <p>Title: <u>Deputy City Clerk</u> Date: <u>11/17/2016</u></p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Mia Broos Hoagberg* Date: 10/31/2016 ^{MBA}

(Signature must be CEO's signature, designee may not sign)

Print Name: Mia Broos Hoagberg

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days, or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p><input type="checkbox"/> a copy of your proof of nonprofit status, and</p> <p><input type="checkbox"/> application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

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



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Community Development - Planning

ADMINISTRATOR: SPK

10-A

AGENDA ITEM: Cemstone Amended CUP - Building Addition – 501 Richmond St. E.

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-205 approving an amendment to the Conditional Use Permit for a 23,000 square foot building addition, relocating a diesel fuel tank and fueling island and related site plan approvals for the property at 501 Richmond St. E.

OVERVIEW:

The applicant is requesting an amendment to the Conditional Use Permit previously approved to make way for a 23,000 square foot building addition on the property. The proposal includes the building addition, additional employee parking spaces and the relocation of the diesel fuel island to further north within the property. The addition would bring 20 concrete pump trucks to the site and would increase the number of employees on the site from 50 to 70. The operation at the site would be 24 hours from Monday to Friday with Saturdays as needed. There are also a handful of historical zoning approvals for the site relating to previous uses of the property. There have been a few planning approvals on this property under the current property owner which are related to the request. First, Resolution 2013-111 approved a Conditional Use Permit (CUP) for a truck repair facility with exterior storage of trucks and a diesel fueling island. The combination of the parcels for the buildings was also approved through Resolution 2013-185. Finally, an amended Site Plan was approved for the property through Resolution 2104-12 for an amended exterior treatment of the building and front vestibule.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their November 2, 2016 meeting. At the conclusion of the public hearing the Commissioners voted to recommend approval of the amended Conditional Use Permit (CUP) subject to the conditions of approval noted in the staff report to the Planning Commission (6-0).

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed CUP subject to the conditions of approval as noted in Resolution 2016-205.

60-DAY REVIEW DEADLINE: December 2, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-205

A RESOLUTION APPROVING AN AMENDED CONDITIONAL USE PERMIT FOR A BUILDING ADDITION, RELOCATION OF AN ABOVE GROUND TANK AND FUELING EQUIPMENT ON THE PROPERTY AT 501 RICHMOND STREET EAST

WHEREAS, the City received an application from Cemstone Products, Inc. for an amended Conditional Use Permit to allow for a 23,000 square foot building addition, relocation of an above ground diesel fuel tank, and relocation of diesel fueling equipment on the property located at 501 Richmond Street East, and legally described as follows:

(see attached Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application preceded by notice as required by law at their November 2, 2016 meeting; and

WHEREAS, the Planning Commission took action to recommend approval of the propose amendment to the Conditional Use Permit with certain conditions of approval (6-0) at the November 2, 2016 meeting; and

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

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

1. Facts. The facts found by the Planning Commission as stated in the Planner's report regarding this matter are hereby adopted and included herein by reference.
2. Determination. The City Council determines that the proposed 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 and consistent with the Comprehensive Plan.
3. Conditional Use Permit. The proposed amended Conditional Use Permit for a 23,000 square foot building addition, relocating an existing above ground fuel tank, and relocating diesel fueling equipment and related site plan changes on the property at 501 Richmond Street East is hereby approved subject to the following conditions:

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

- | | |
|---|------------------|
| 1. Application/Narrative (Cemstone) | dated 10/03/2016 |
| 2. Civil and Landscape Plans (Carlson McCain) | dated 10/03/2016 |
| 3. Architectural Plans (Pope) | dated 10/03/2016 |

B. Building Permits. 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. The applicant shall submit a code review of the building done by a state licensed architect prior to obtaining any building permits.

C. Screening. Additional screening is necessary along the northern property line to screen the existing weir and the relocated diesel tank and fuel island consistent with City Code. Screening shall be opaque fence or coniferous shrubs to a height of not less than 6 feet. The screening shall extend to the former property line separating the parcel with the metal building from the parcel to the west.

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

E. Grading Plans Subject to City Engineer's Approval. All engineered grading plans and specifications are subject to the review and approval of the City Engineer.

F. Review of the Conditional Use Permit. The Conditional Use Permit will be reviewed in approximately 1 year to determine compliance with the Conditional Use Permit.

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

Adopted this 21st day of November, 2016

City Clerk

Exhibit A

Parcel 1:

Tract A: The South 279.00 feet of the North 985.0 feet of the East 360.0 feet, except the East 50 feet thereof, Section 34, Township 28, Range 22, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Tract B: Commencing at a point on the East line of Section 34, Township 28, Range 22, said point being 361.75 feet South of the Northeast corner of said Section; thence West and parallel to the North line of said Section, 360 feet to the point of beginning of the property to be described; thence continuing along the same course 16.28 feet; thence deflect to the left 21 degrees 28 minutes a distance of 394.96 feet more or less to the Easterly right-of-way line of Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway), thence Southeasterly along said right-of-way line 507.3 feet to a point which is 985 feet South of the North line of said Section 34, thence East and parallel to the said North Section line 211.4 feet to a point which is 360 feet West of the East line of said Section, thence North and parallel to the said East Section line 623.5 feet to the point of beginning, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Parcel 2:

The South 374.25 feet of the North 706 feet of the east 360 feet of the Northeast Quarter of the Northeast Quarter except the East 50 feet, Section 34 Township 28, Range 22, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Planning Commission Meeting Date: Wednesday, November 2, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 3.D
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Project Name:	Cemstone CUP	
Site Address:	501 Richmond St. E.	PID: 360340001004
Applicant:	Cemstone Products Company	
Request:	Consider the request for an amendment to the Conditional Use Permit (CUP) and associated site plan to allow a 23,000 square foot addition, additional parking and relocated diesel fueling island.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	November 21, 2016	
Deadline:	December 2, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners— (none) C. Materials submitted by the applicant	

REQUEST and BACKGROUND

The applicant is requesting an amendment to the Conditional Use Permit previously approved to make way for a 23,000 square foot building addition on the property. The proposal includes the building addition, additional employee parking spaces and the relocation of the diesel fuel island to further north within the property. The addition would bring 20 concrete pump trucks to the site and would increase the number of employees on the site from 50 to 70. The operation at the site would be 24 hours from Monday to Friday with Saturdays as needed. There are also a handful of historical zoning approvals for the site relating to previous uses of the property.

There have been a few planning approvals on this property under the current property owner which are related to the request. First, Resolution 2013-111 approved a Conditional Use Permit (CUP) for a truck repair facility with exterior storage of trucks and a diesel fueling island. The combination of the parcels for the buildings was also approved through Resolution 2013-185. Finally, an amended Site Plan was approved for the property through Resolution 2104-12 for an amended exterior treatment of the building and front vestibule.

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Light Industrial	I: Industrial	Industrial (Twin City Tanning)
South	Industrial	I: Industrial / P: Public/Institutional	City Public Works Garage
East	Industrial	I: Industrial	Industrial (Dakota Bulk)
West	Light Industrial	I: Industrial	Industrial (Thompson Truck)
Subject Property Site Data			
Future Land Use Plan	Light Industrial ("494 Corridor")		
Existing Land Use	Industrial (truck repair, fuel tank an pump islands and exterior storage through CUP, also truck storage in building)		
Zoning	I: Industrial		
Property Size	5.92 acres (257,875 square feet)		
Topography	Relatively flat, low elevation		

ZONING SUMMARY:

Bulk Requirements	Required	Existing	Proposed
Lot area	N/A	N/A	N/A
Lot width	N/A	N/A	N/A
Lot Coverage	N/A	N/A	N/A
Setbacks:			
Front yard	N/A	N/A	N/A
Side yards	N/A	N/A	N/A
Rear yard	N/A	N/A	N/A
Site Design	Required	Proposed	Proposed
Parking Standards:			
- Auto Repair (8 + 1/ea. 800s.f. over 1,000 s.f.)	22	50 employee	84 employee
- Ind./Whse./Storage (1 per ea. 2 employees or 1 per each 2,000 s.f.)	14	2 customer/delivery	2 customer/delivery
	36 total	22 truck parking	22 truck parking
Landscape Standards:	(needs landscape islands in pkg.)		
Landscape lot area	15 %	26%	23%
			N/A
Floodplain			Yes
Shoreland			No
MNRRRA			Yes
Utility easements			No

EVALUATION OF THE REQUEST

A. Land Use

1. Generally

City Code requires a Conditional Use Permit for exterior storage as an accessory use in the Industrial district (not permitted as a principal use). Truck repair is also a conditional use and was previously approved through the 2013 CUP. The

above-ground diesel tank and fueling island also required a CUP approval from 2013 but is being relocated as part of the application.

2. Floodplain Overlay

The subject property, including the building site, is located in the Flood Fringe District which is one of the floodplain districts (118-171). Structures should be elevated or flood-proofed, exterior storage should be removable in the event of a flood. Also, items that are potentially flammable, explosive, or injurious to humans, animals, or plants during a flood are prohibited. The structure shall be built to be compliant with Floodplain regulations and shall be designed to equalize hydrostatic flood forces on exterior walls.

B. Performance Standards

3. Architecture / Architectural Standards

The proposed addition is over 10,000 square feet so the proposed addition needs to achieve partial compliance with the City's architectural standards. The requirements call for at least 60% of the building to be of two different Class 1 or 2 materials with no more than 40% Class 3 or 4 materials and no more than 10% Class 4 materials. The proposed addition is primarily precast concrete, mostly smooth finish but with a band of ribbed aggregate finish precast to keep consistent with the look of the existing building. The design also uses smooth concrete block for exterior pilasters (columns), the block is a Class 4 material but the use of such material doesn't exceed the 10% allowed in the architectural standards. Finally, as with the existing building the addition would have several large overhead doors added to the east and west sides of the building. These doors are approximately 16 feet by 16 feet and would match the existing overhead doors. The other changes to the exterior of the building would be the inclusion of some typical square industrial windows around the building (same as on the existing building and the precast exterior would be painted (tan bottom with blue band over the aggregate).

4. Signage

No additional signage was indicated as part of the proposed building plan. Any signage would need to be consistent with City Code for the Industrial District.

5. Landscaping:

The landscaping requirements call for a minimum of 15% landscaping in the Industrial district. Currently there is only a small area of landscaping (pond) in the northern portion of the site. The proposal shows some landscaping by the front door but there isn't much more shown. The northern portion of the site near the weir structure could be landscaping but the plans don't specify what the surface is in that area. The City Code requires landscape islands and the parking islands shown in the plan should be landscaped islands and should also be curbed. Landscape islands may include rock but should also include some plantings.

6. Fence / Screening:

City Code requires that exterior storage areas have to be screened from adjacent properties and public rights of way. Screening should be in place to screen the view of the relocated above-ground fuel tanks (and other exterior storage as previously approved) from adjacent properties and roadways. Screening also needs to be in place along the northern property line so that the weir along with the above-ground tank and fueling island is screened from the adjacent street to the north (Malden) to bring that into compliance with Code and the CUP.

7. Parking:

The City's parking regulations require parking, including long term parking, to be on an approved hard surface. The City Code also requires perimeter curbing around parking areas. The plans show that all of the parking areas would be improved with bituminous and curbing to meet City Code. An additional 36 employee parking spaces are shown with the proposed addition. This would provide more than ample parking to meet Code requirements.

A variance from 1973 indicated that the adjacent lot (west parcel) was not to be sold separately without first reviewing parking for the adjacent building, essentially holding part of the site for "proof of parking". The west parcel would be owned by Cemstone as well as the other 2 parcels on this property.

8. Potential Nuisances: Noise / Smoke / Traffic / Dust / Odor / Vibration

The previous CUP application report noted that the site as designed had a total capacity of 69 trucks. The addition of 20 concrete pump trucks would bring that total up to 89 trucks. As previously mentioned, if there were that many trucks on site and they were all leaving or returning to the site around the same time it could have an impact on the traffic. In practice it may never be that high of a number that come to the site, but based on the capacity the City should account for the possibility of that number of trucks being on site and propose conditions as necessary to minimize that potential nuisance.

There may be also some noise from the trucks and some smoke/odor from exhaust but probably not enough to be a nuisance. Vibration could be an issue with heavy trucks. However, the trucks coming to this site are supposed to be empty so that should lessen the potential for that as a nuisance.

9. Correspondence From Nearby Property Owners

None

3. Conditional Use Permit Findings

The Conditional Use Permit (CUP) is for a land use which is generally compatible with all other uses in the district where it is located but should not be permitted as a matter of right in every area within the district because of special circumstances that the use or location may present. Therefore the CUP is judged on the basis of standards and criteria specified in the code (see below) and the City is allowed to impose appropriate conditions and restrictions on the CUP. The Zoning Code instructs the Planning Commission and City Council to make the following findings when considering a CUP:

Conditional Use Permit Findings:

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

Staff has reviewed the proposal and determined that the use conforms to the general purpose of the Zoning Code and is consistent with the existing use on the property. The proposed use should not substantially diminish or impair property values within the neighborhood. Additional screening will need to be installed to screen the property consistent with City Code. The use already has adequate utilities, and as an existing use has adequate ingress and egress. The Planning Commission may want to discuss whether the additional 20 trucks would create traffic impacts that need to be mitigated through conditions on the CUP.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has reviewed the application and determined that the application is consistent with the Conditional Use findings (see p.3-4 of this report), then staff would recommend the following conditions for a recommendation for approval:
- **(Step 1) Findings:** The Planning Commission would need to include findings (see the section above) that the proposed Conditional Use would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions.
 - **(Step 2) Recommendation for Approval:** Approval of the Amended **Conditional Use Permit** to allow a building addition of 23,000 square feet and associated site plan changes to the parking, ponding, and relocation of the diesel fueling island, subject to the following conditions:

Q:\City Planner\Planning Cases\2016\11-02-16\11-02-16-PC Report - Cemstone Amended CUP - bldg addn - 501 Richmond St E.docx

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

a) Application/Narrative (Cemstone)	dated 10/03/2016
b) Civil and Landscape Plans (Carlson McCain)	dated 10/03/2016
c) Architectural Plans (Pope)	dated 10/03/2016

- 2) **Building Permits.** 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. The applicant shall submit a code review of the building done by a state licensed architect prior to obtaining any building permits.

- 3) **Screening.** Additional screening is necessary along the northern property line to screen the existing weir and the relocated diesel tank and fuel island consistent with City Code. Screening shall be opaque fence or coniferous shrubs to a height of not less than 6 feet. The screening shall extend to the former property line separating the parcel with the metal building from the parcel to the west.

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

- 5) **Grading Plans Subject to City Engineer's Approval.** All engineered grading plans and specifications are subject to the review and approval of the City Engineer.

- 6) **Review of the Conditional Use Permit.** The Conditional Use Permit will be reviewed in approximately 1 year to determine compliance with the Conditional Use Permit.

- 7) **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 a condition of approval shall terminate the Conditional Use Permit. The property must be continually operated for use specified in the Conditional Use Permit to remain valid. If the property is not used for the use listed in this Conditional Use Permit for a period of 1-year then the Conditional Use Permit shall terminate.

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

- **Recommendation for Denial:** Denial of the proposed of the Amended **Conditional Use Permit** to allow a building addition of 23,000 square feet and associated site plan changes to the parking, ponding, and relocation of the diesel fueling island, for the following reasons:

1) _____

STAFF RECOMMENDATION

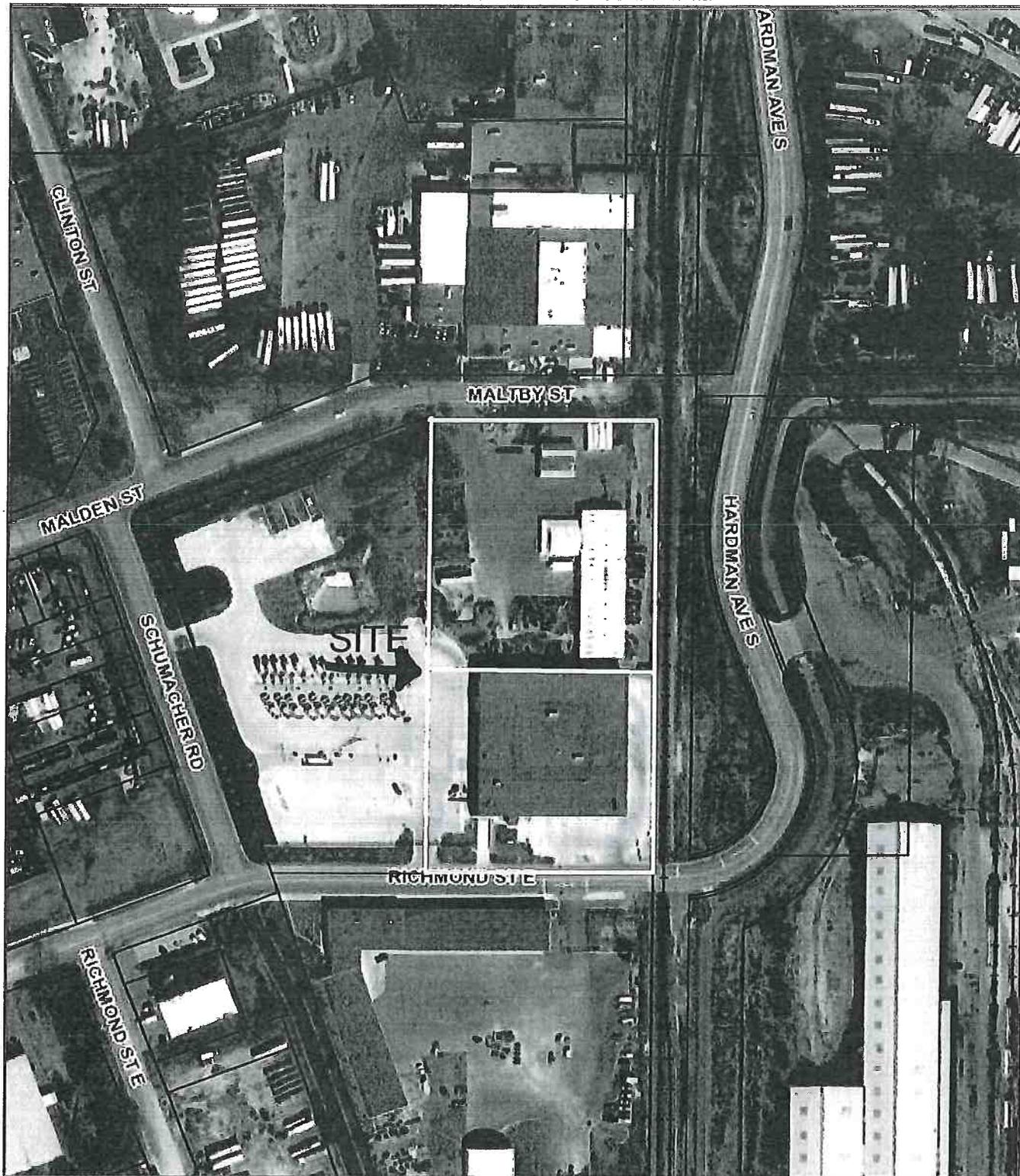
Staff recommends **approval** of the requested amended Conditional Use Permit for the reasons stated in this report.

Respectfully Submitted,

Peter Hellegers

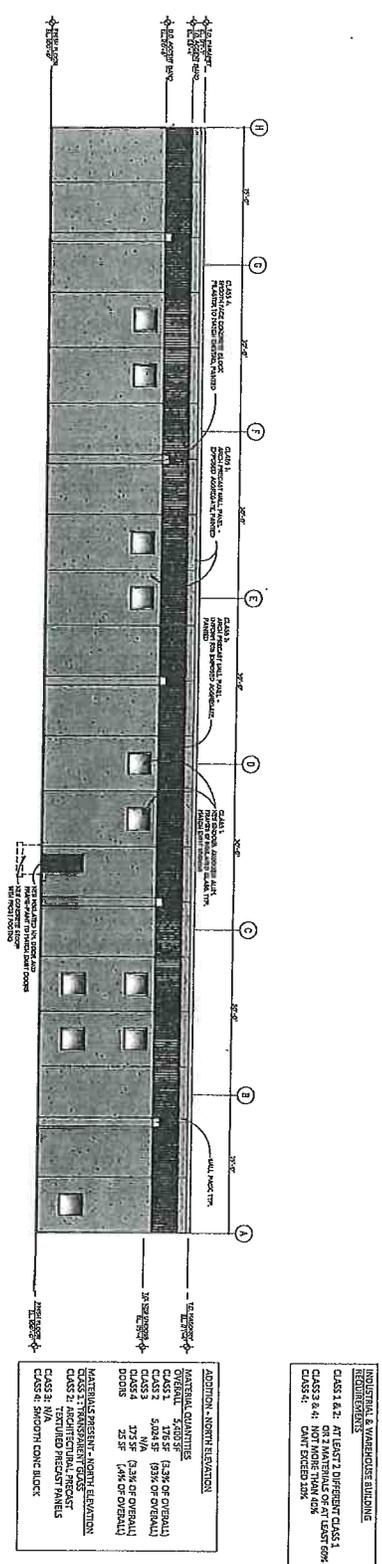
Peter Hellegers, City Planner

501 Richmond Street E. / 500 Malden

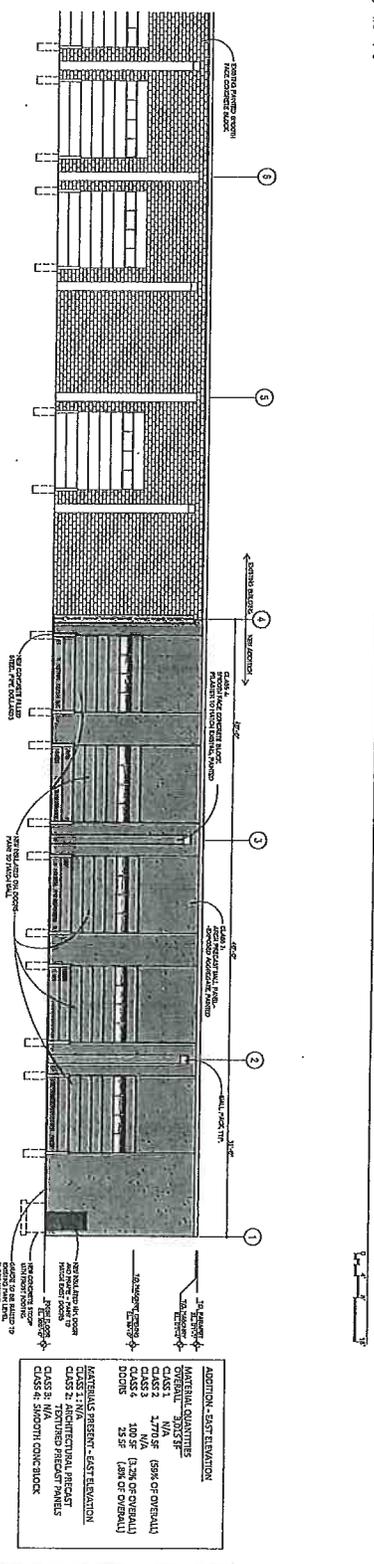


Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

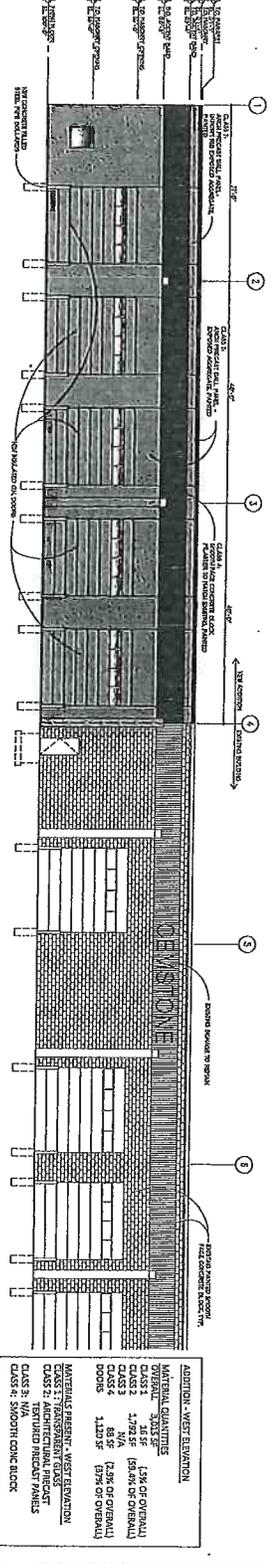
Map Scale
1 inch = 200 feet
10/19/2016



1 PROPOSED - ENLARGED NORTH BUILDING ELEVATION
1/8"=1'-0"



2 PROPOSED - ENLARGED EAST BUILDING ELEVATION
1/8"=1'-0"



3 PROPOSED - ENLARGED WEST BUILDING ELEVATION
1/8"=1'-0"

INDUSTRIAL & WAREHOUSE BUILDING REQUIREMENTS

CLASS 1 & 2: AT LEAST 7 DIFFERENT CLASS 1 MATERIALS (9'-0" AT LEAST LONG)

CLASS 3 & 4: 4 DIFFERENT MATERIALS

CLASS 5: 2 DIFFERENT MATERIALS

ADDITION - NORTH ELEVATION

MATERIAL QUANTITIES

CLASS 1: 135 SF (1.3% OF OVERALL)

CLASS 2: 3,025 SF (29.3% OF OVERALL)

CLASS 3: 372 SF (3.6% OF OVERALL)

CLASS 4: 22 SF (0.2% OF OVERALL)

DOORS: 22 SF (0.2% OF OVERALL)

MATERIALS PRESENT - NORTH ELEVATION

CLASS 1: 1/2" ASPHALT TILE ROOF

CLASS 2: ASPHALT TILE ROOF

CLASS 3: SMOOTH CONCRETE BLOCK

ADDITION - EAST ELEVATION

MATERIAL QUANTITIES

CLASS 1: 302 SF (2.9% OF OVERALL)

CLASS 2: 1,770 SF (17.2% OF OVERALL)

CLASS 3: 81 SF (0.8% OF OVERALL)

CLASS 4: 22 SF (0.2% OF OVERALL)

DOORS: 22 SF (0.2% OF OVERALL)

MATERIALS PRESENT - EAST ELEVATION

CLASS 1: 1/2" ASPHALT TILE ROOF

CLASS 2: ASPHALT TILE ROOF

CLASS 3: SMOOTH CONCRETE BLOCK

ADDITION - WEST ELEVATION

MATERIAL QUANTITIES

CLASS 1: 36 SF (0.3% OF OVERALL)

CLASS 2: 1,792 SF (17.4% OF OVERALL)

CLASS 3: 88 SF (0.8% OF OVERALL)

CLASS 4: 1,120 SF (10.9% OF OVERALL)

DOORS: 1,120 SF (10.9% OF OVERALL)

MATERIALS PRESENT - WEST ELEVATION

CLASS 1: 1/2" ASPHALT TILE ROOF

CLASS 2: ASPHALT TILE ROOF

CLASS 3: SMOOTH CONCRETE BLOCK

POPE ARCHITECTS
POPE ARCHITECTS
1233 BAYVIEW BLVD, SUITE 200
DALLAS, TX 75204 | TEL: (214) 424-1500
WWW.POPEARCHITECTS.COM

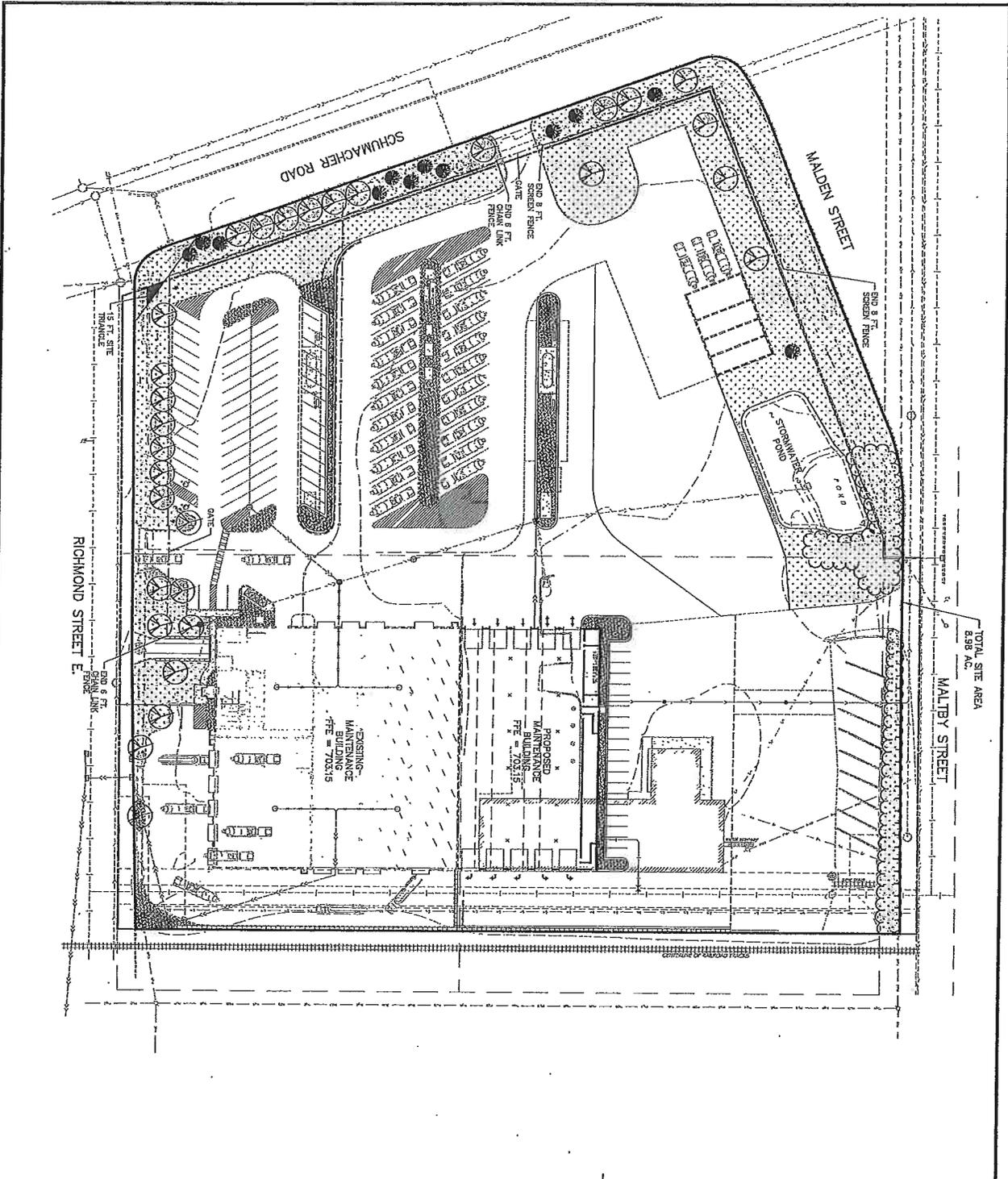
CENSTONE
CENSTONE CENTRAL
MAINTENANCE
FACILITY
PUMPER TRACK PARKING
GARAGE ADDITION
501 E. RICHMOND STREET E.
DALLAS, TX 75202

CITY SUBMITTAL
10-03-18

PROPOSED
ENLARGED
BUILDING
ELEVATIONS

DATE: 10-03-18
CITY SUBMITTAL

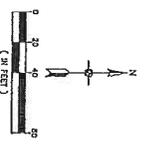
A3.2



TOTAL SITE AREA
8,398 AC.

LANDSCAPE CALCULATIONS

	GRASS/SHRUBS/TREES	7,113 S.F. (18%)
	ROCK/SHRUBS	10,100 S.F. (33%)
	EXISTING DEDICATED TREE	29 EA.
	EXISTING CONIFER	12 EA.
	EXISTING TREE LINE	



Know what's below.
Call before you dig.

811

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

CEMSTONE COMPANIES
2025 Centre Pointe Blvd., Suite 300
Mendota Heights, MN 55120

LANDSCAPE & FENCING PLAN

**TRUCK SERVICE AND MAINTENANCE FACILITY
~ TRUCK STORAGE ADDITION ~**
South St. Paul, Minnesota

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POPE ARCHITECTS
 2295 SANDYDALE RD. SUITE 200
 ST. PAUL, MN 55108-2732
 (612) 835-0300
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CEMSTONE CENTRAL
 MAINTENANCE
 FACILITY
 PUMPER TRUCK PARKING
 GARAGE ADDITION
 301 E. RICHMOND STREET E,
 SOUTH ST. PAUL, MN

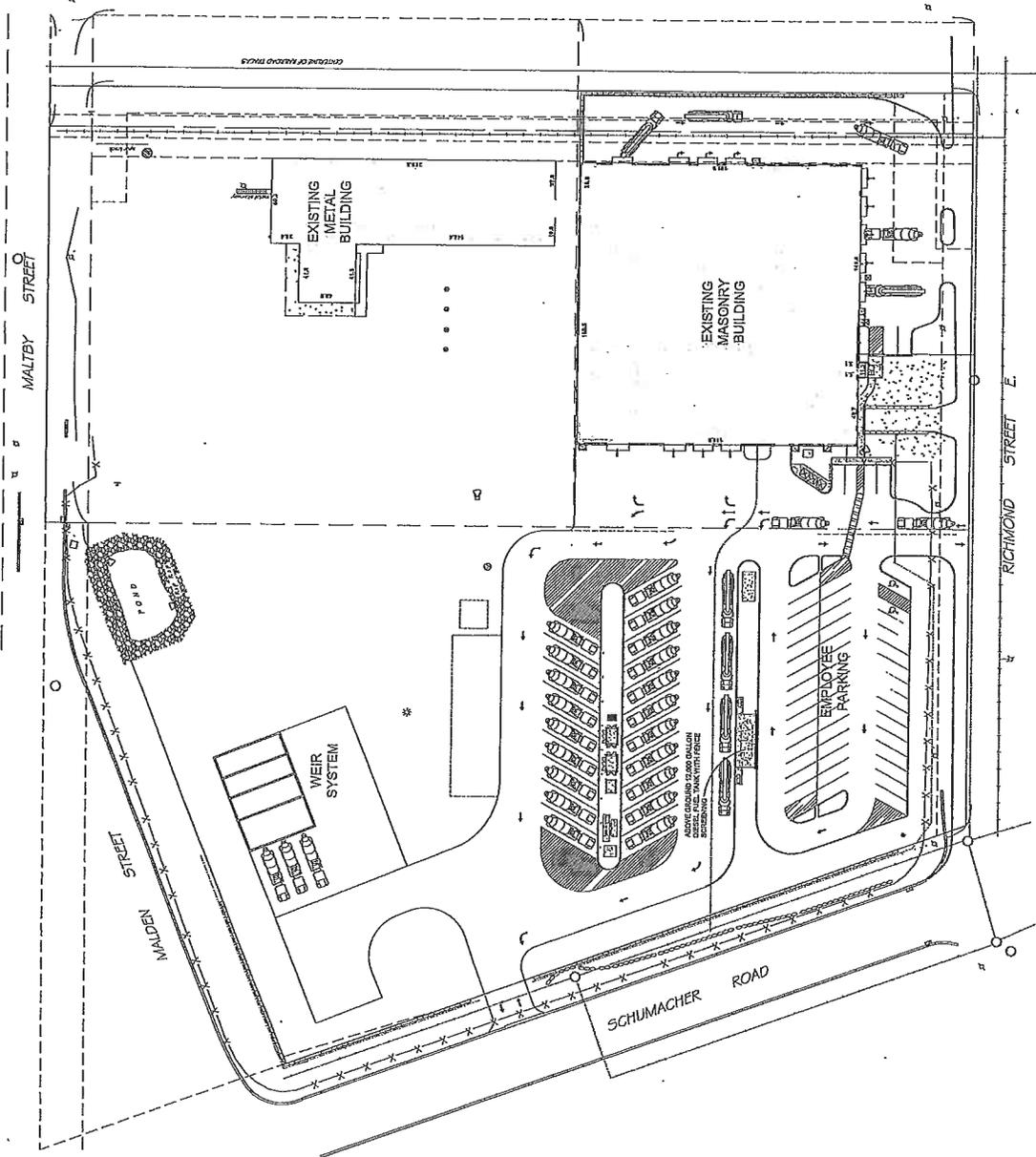
CITY SUBMITTAL
 10-03-16

EXISTING
 ARCHITECTURAL
 SITE PLAN

DATE OF SHEET	10-03-16
SHEET NO.	10-03-16
NO.	
DATE	
BY	
CHKD.	
APP.	

DATE	10-03-16
NO.	
DATE	
BY	
CHKD.	
APP.	

A1.1



CEMSTONE CENTRAL MAINTENANCE FACILITY -
 EXISTING ARCHITECTURAL SITE PLAN



PLAN NORTH

1" = 30'-0"



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Community Development - Planning

ADMINISTRATOR: SPK

10-B

AGENDA ITEM: SSP Rod and Gun Club Storage Container IUP – 600 Gun Club Rd.

ACTION TO BE CONSIDERED:

Adopt Resolution 2016-208 approving an Interim Use Permit with a 5-year term to allow up to 5 storage containers/trailers for the purpose of storage on the property at 600 Gun Club Road.

OVERVIEW:

The applicant is requesting an Interim Use Permit (IUP) to be able to use up to 5 trailers/shipping containers to house storage on the Gun Club property for up to 5 years. The South St. Paul Rod and Gun Club currently has 3 shipping containers (40' x 8') on the property that house clay targets used for the gun range and 1 semi-trailer (52' x 8') that is used to store equipment. An additional storage container, similar in size to the existing containers noted above, would be used to store materials during construction. All of the containers/trailer would be located on the interior of the property so they would not be visible from beyond the property line. The application indicates that they will be submitting a PUD application next year for additional development of the site which would include permanent structures to replace the temporary storage containers.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission reviewed the case at their November 2, 2016 meeting. At the conclusion of the public hearing the Commissioners voted to recommend approval of the Interim Use Permit (IUP) subject to the conditions of approval noted in the staff report to the Planning Commission (6-0).

STAFF RECOMMENDATION:

The staff recommendation is to approve the proposed IUP subject to the conditions of approval as noted in Resolution 2016-208.

60-DAY REVIEW DEADLINE: December 2, 2016

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2016-208

**A RESOLUTION APPROVING AN INTERIM USE PERMIT
FOR STORAGE CONTAINERS AT 600 GUN CLUB ROAD**

WHEREAS, the City received an application from the South St. Paul Rod and Gun Club for an Interim Use Permit of up to 5 years to allow for storage containers/trailers to be used for storage of equipment and clay targets for the property located at 600 Gun Club Road and legally described as follows:

See attached Exhibit A

WHEREAS, the Planning Commission held a public hearing on the application at their November 2, 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 a 5-year Interim Use Permit to allow up to 4 storage containers and 1 semi-trailer for temporary exterior storage, on the property at 600 Gun Club Road is hereby approved subject to the following conditions:

Planning Commission Meeting Date: Wednesday, November 2, 2016	 City of South St. Paul Planning Commission Report	PC Agenda Item: 3.C
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Project Name:	SSP Rod and Gun Club – IUP for Storage Containers	
Site Address:	600 Gun Club Road	PID: multiple
Applicant:	South St. Paul Rod and Gun Club	
Request:	Consider the request for an Interim Use Permit (IUP) to allow up to 5 trailers/shipping containers as storage containers.	
Proceeding:	Public Hearing / Planning Commission Recommendation	
Tentative City Council Meeting Date:	November 21, 2016	
Deadline:	December 2, 2016* <small>*The City must act on this request by this 60-day review period deadline unless the city provides the applicant with written reasons for why additional time, up to a maximum of 120 days, is required. The City may extend the review period beyond the 120 days but only with the applicant's consent.</small>	
Exhibits:	A. Location map B. Correspondence from neighboring property owners – (none) C. Materials submitted by the applicant	

REQUEST and BACKGROUND

The applicant is requesting an Interim Use Permit (IUP) to be able to use up to 5 trailers/shipping containers to house storage on the Gun Club property for up to 5 years. The South St. Paul Rod and Gun Club currently has 3 shipping containers (40' x 8') on the property that house clay targets used for the gun range and 1 semi-trailer (52' x 8') that is used to store equipment. An additional storage container, similar in size to the existing containers noted above, would be used to store materials during construction. All of the containers/trailer would be located on the interior of the property so they would not be visible from beyond the property line. The application indicates that they will be submitting a PUD application next year for additional development of the site which would include permanent structures to replace the temporary storage containers.

Surrounding Area			
Direction	Future Land Use Plan	Zoning	Existing Land Use
North	Medium Performance Industrial	I: Industrial	(I) Dakota Bulk Terminal
South	Medium Performance Industrial	I: Industrial / P: Public/Institutional	(I) Gun Club / Park (IGH)

East	Mississippi River	N/A (Mississippi River)	Mississippi River
West	Railroad / Mixed-Use (<i>on Concord St.</i>)	Railroad / General Business	Railroad / Mostly residential / some commercial
Subject Property Site Data			
Future Land Use Plan	Medium Performance Industrial		
Existing Land Use	Industrial – Gun Club		
Zoning	I: Industrial		
Property Size	81.02 acres (3,529,231 square feet)		
Topography	Varies (generally low – floodplain area)		

ZONING SUMMARY:

Other Zoning Considerations	
Floodplain	Yes
Shoreland	Yes
MNRRRA	Yes
Utility easements	No

EVALUATION OF THE REQUEST

A. CONDITIONAL USE PERMIT

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

1. Zoning / Land Use

Accessory structures over 200 s.f., such as the proposed storage containers and trailer, require a Conditional Use Permit (CUP) (or IUP for interim uses). Additionally, exterior storage of items like the trailer/containers requires a Conditional Use Permit (or IUP for interim uses). In consideration of the CUP/IUP the Planning Commission will also need to make findings that proposed use will not have adverse impacts on adjacent uses or that potential impacts can be mitigated by the addition of conditions. Findings for the Commissions to consider are listed in the following section. Additionally as an Interim Use Permit the Planning Commission will also need to make findings that the proposed use is consistent with IUP criteria.

Standards for shooting ranges are outlined Minnesota Statutes Chapter 87A which states that the best practices are to follow the November 1999 revised edition of the National Rifle Associations’ Range Source Book: A Guide to Planning and Construction.

2. Interim Use Permit Findings

The applicant is seeking an Interim Use Permit (IUP) for a 5 year term to allow up to 5 containers/trailer for storing clay targets, equipment and construction materials. The Interim Use Permit would terminate at the end of December 2021. 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 of containers for exterior storage has been allowed for other properties within the City. The containers are movable in the case of a flooding event and have been placed in areas above base flood levels which are also internal to the site. Third, the permit would not impose additional costs should it be necessary to acquire the property, as the containers can be removed from the site. Finally, the conditions are listed in staff's recommendation and would be incorporated into the resolution to approve the Interim Use Permit.

3. Conditional Use Permit Findings:

As a Conditional Use the Planning Commission needs to evaluate the proposal and determine that the proposed use will not cause adverse impacts on adjacent properties and the area of the proposed use. Accordingly the Planning Commission will need to make findings as part of the evaluation of the proposed use. The following findings should be made to consider approval of any proposed Conditional Use Permit:

- ✓ *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.*

4. Floodplain Overlay

The subject property, including the building site, is located in the Flood Fringe District which is one of the floodplain districts (118-171). Structures should be elevated or flood-proofed, exterior storage should be removable in the event of a flood. Also, items that are potentially flammable, explosive, or injurious to humans, animals, or plants during a flood are prohibited. The structure shall be built to be compliant with Floodplain regulations and shall be designed to equalize hydrostatic flood forces on exterior walls.

5. Correspondence from Neighboring Property Owners
(None for the storage container application)

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission has reviewed the application and determined that the application is consistent with the Conditional Use findings (see p.3-4 of this report), then staff would recommend the following conditions for a recommendation for approval:
- (Step 1) Findings: The Planning Commission would need to include findings (see the sections above) that the proposed Interim Use would not have an adverse impact on other properties and the general area or that potential impacts would be mitigated through specific conditions.
 - (Step 2) Recommendation for Approval: Approval of the proposed **Interim Use Permit** to allow up to 4 storage containers and 1 semi-trailer for exterior storage, subject to the following conditions:
 - 1) **Compliance with Plans/Submittals.** The site shall be utilized in substantial conformance, in the reasonable opinion of the City Council, with the application, narratives, and with the following plans on file with the Engineering Department:

a) Application/Narrative (SSP Rod and Gun Club)	dated 10/03/2016
b) Site Plan/Survey (Sunde)	dated 5/18/2015
 - 2) **Exterior Storage/Maintenance.** Exterior storage shall be limited to inside the storage containers/trailer and no materials may be stored on or under the containers/trailer. Storage containers/trailer shall be properly maintained to be consistent with City Code.
 - 3) **Exterior Storage Limited to the Designated Area.** Exterior storage containers/trailer shall be limited to the designated areas as show on the site plan/survey.
 - 4) **Compliance with Laws and Approvals.** The property must remain compliant with all federal, state, and local laws and ordinances and all prior City approvals.
 - 5) **Term of the Interim Use Permit.** The Interim Use Permit shall allow for four shipping containers (up to 40' x 8') and one semi-trailer (52' x 8') and the term of the Interim Use Permit shall be for five (5) years beginning on May 27, 2017 and terminating on December 31, 2021.
 - 6) **Termination of the Interim Use Permit.** The violation of a condition of approval shall terminate the Interim Use Permit.
- B. **Denial.** If the Planning Commission does not favor the proposed application or portions thereof, the above requested should be recommended for denial. If the Planning Commission recommends denial, then findings of the basis for denial should be given.

- Recommendation for Denial: Denial of the **Interim Use Permit** to allow up to 4 storage containers and 1 semi-trailer for exterior storage, for the following reasons:

1) _____

STAFF RECOMMENDATION

Staff recommends **approval** of the requested Interim Use Permit for the reasons stated in this report.

Respectfully Submitted,

Peter Hellegers

Peter Hellegers, City Planner

3C

OCT 03 2016

10/02/2016

The South St. Paul Rod & Gun Club is requesting an IUP for the use of storage containers on our premises.

During the site visit by Peter Hellegers, John Sachi, and Chris Hartzell we were made aware that the use of storage containers requires approval by the city. To comply with city ordinances we are requesting an IUP for the use of five (5) storage containers on our property. We currently have three (3) containers and (1) one tractor trailer that are being used for storage. The three existing containers are 40' by 8' and are used for clay target storage and the trailer is 52' by 8' and has equipment in it.

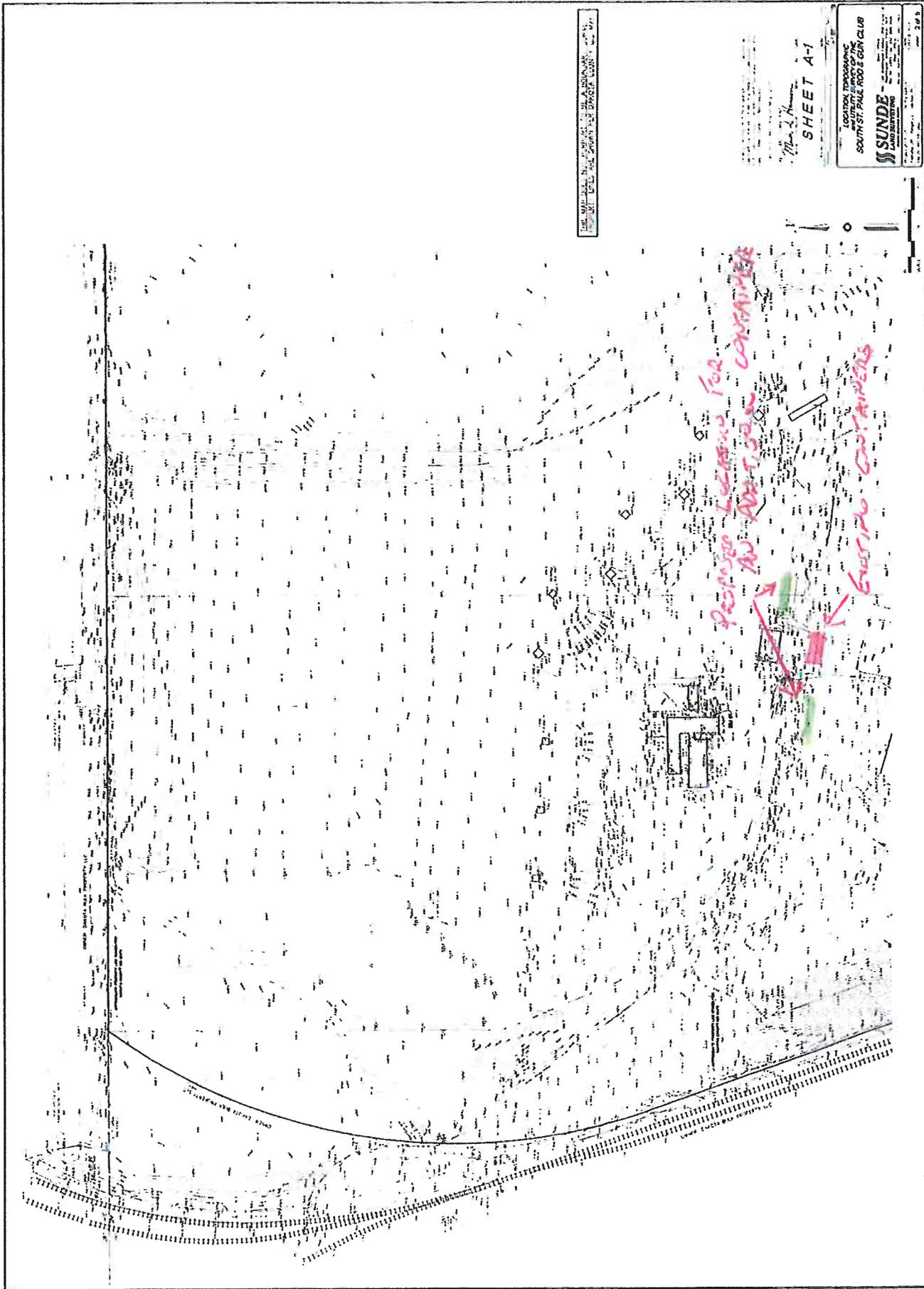
At this time we are requesting approval for the use of are four existing storage containers and one additional 40' by 8' container that will be used during construction. We would like to have approval for the term of (5) five years.

The trailers are located on the interior of our property. None of them are visible from outside of our property so no additional screening is proposed. All of the current containers are placed in locations where the floor grade is above the 705' elevation. They are all movable in the case of a catastrophic flood.

With our business only being conducted during daylight hours we are not installing any exterior lighting at this time.

The South St. Paul Rod & Gun Club will be presenting a PUD application next year for continuing site development that would include the addition of permanent structures to replace the storage containers. Accompanied with this narrative is a site survey with the location of the existing containers and proposed site location for the additional requested container.

Thank you for your consideration.
South St. Paul Rod & Gun Club

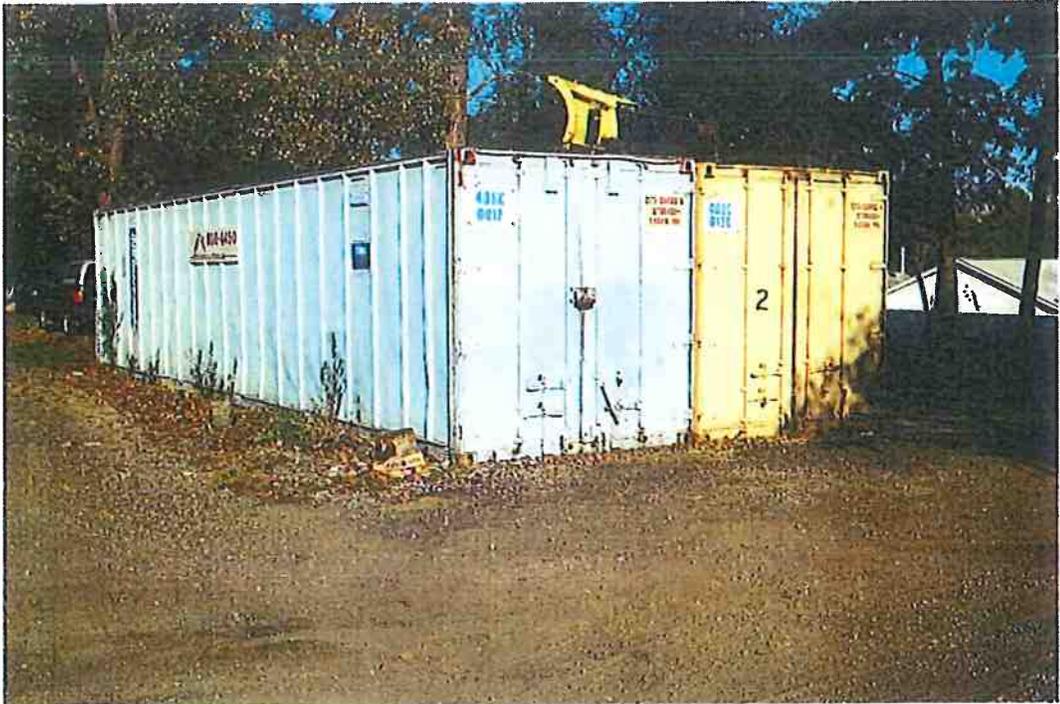


THE SURVEY IS THE PROPERTY OF SUNDE LAND SURVEYING

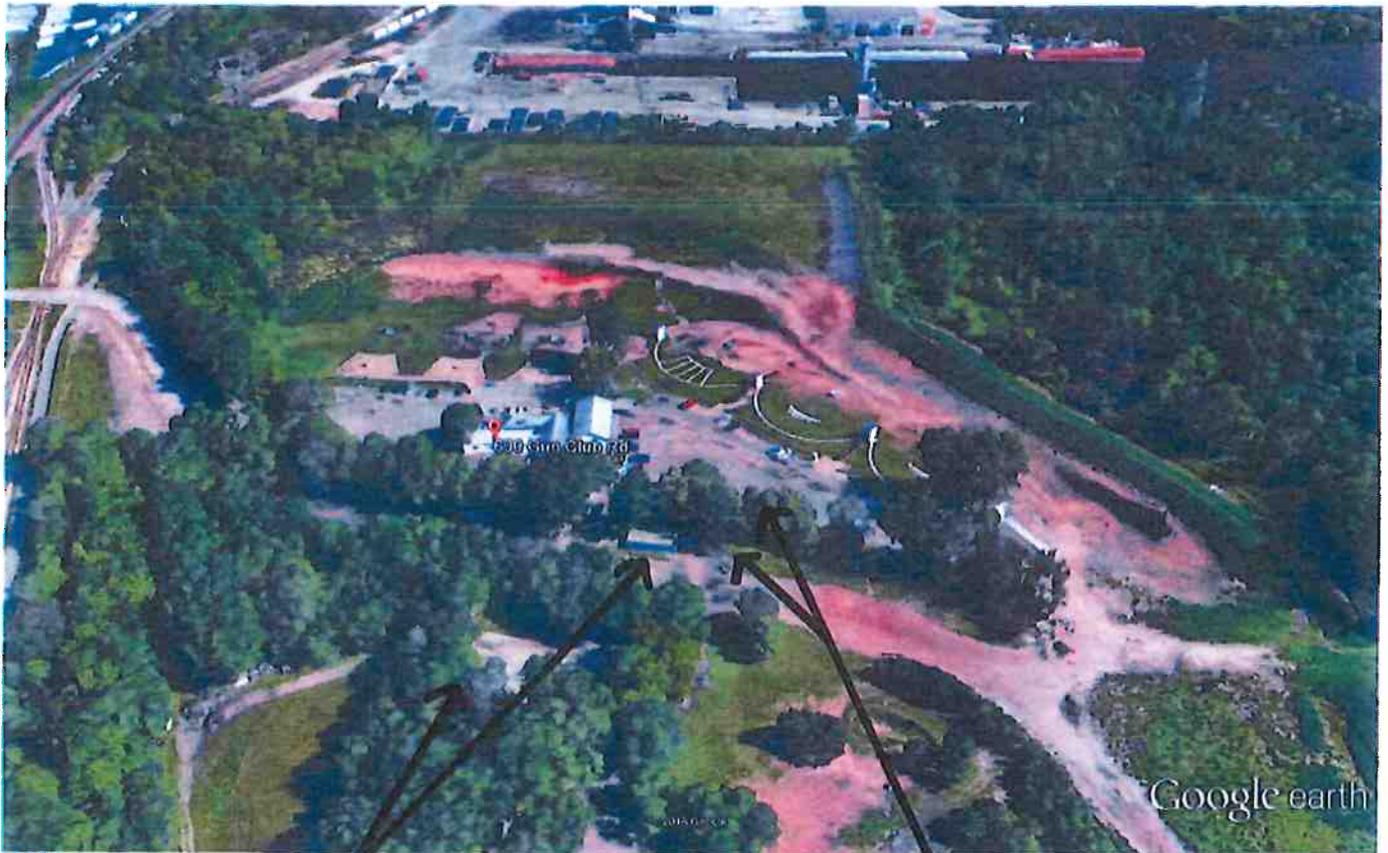
SHEET A-1

LOCATED PROPOSED
SOUTH ST. PAUL ROAD & CURB CURB

2005







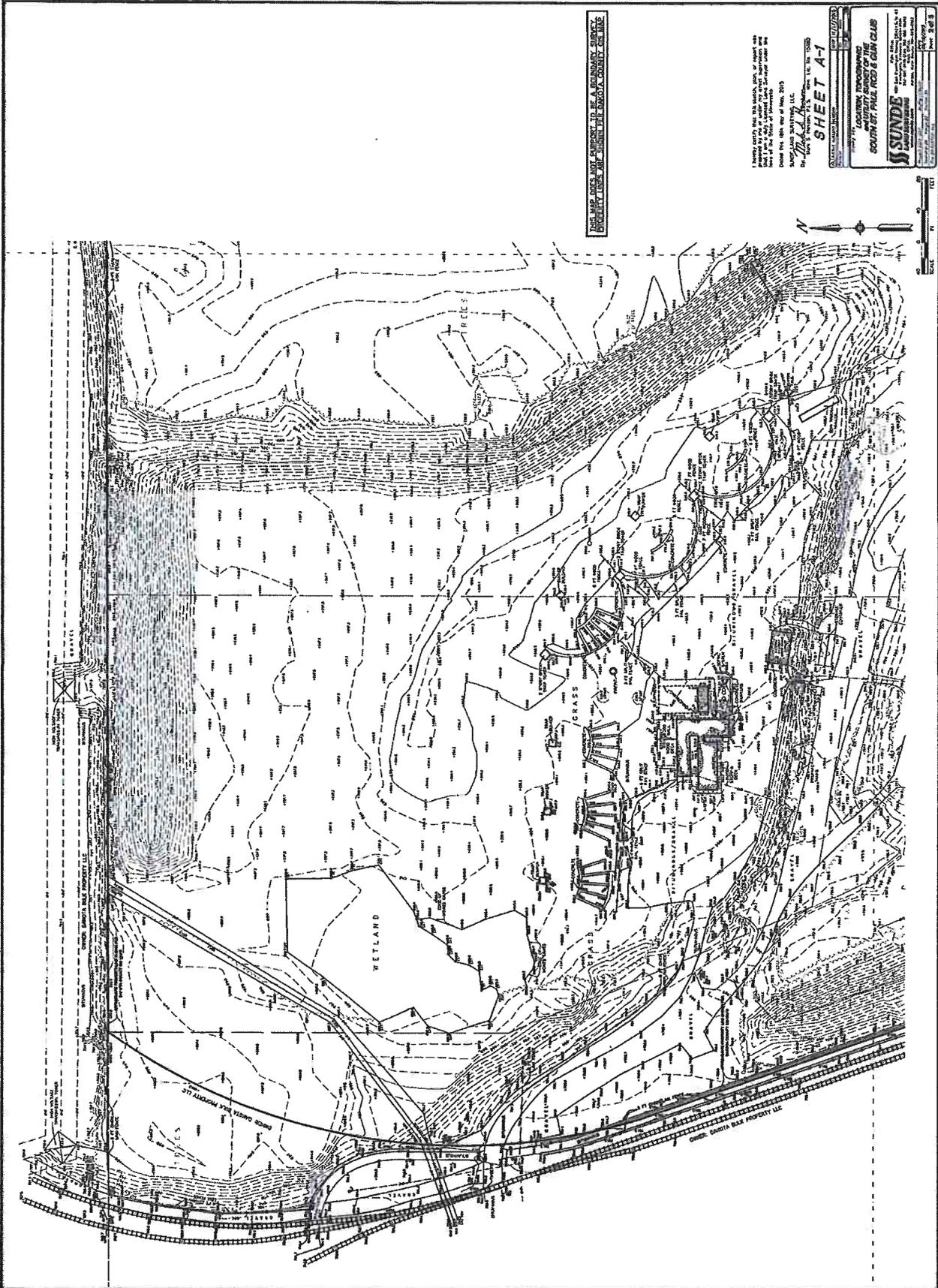
Google earth

feet
meters



CURRENT LOCATIONS

PROPOSED LOCATION

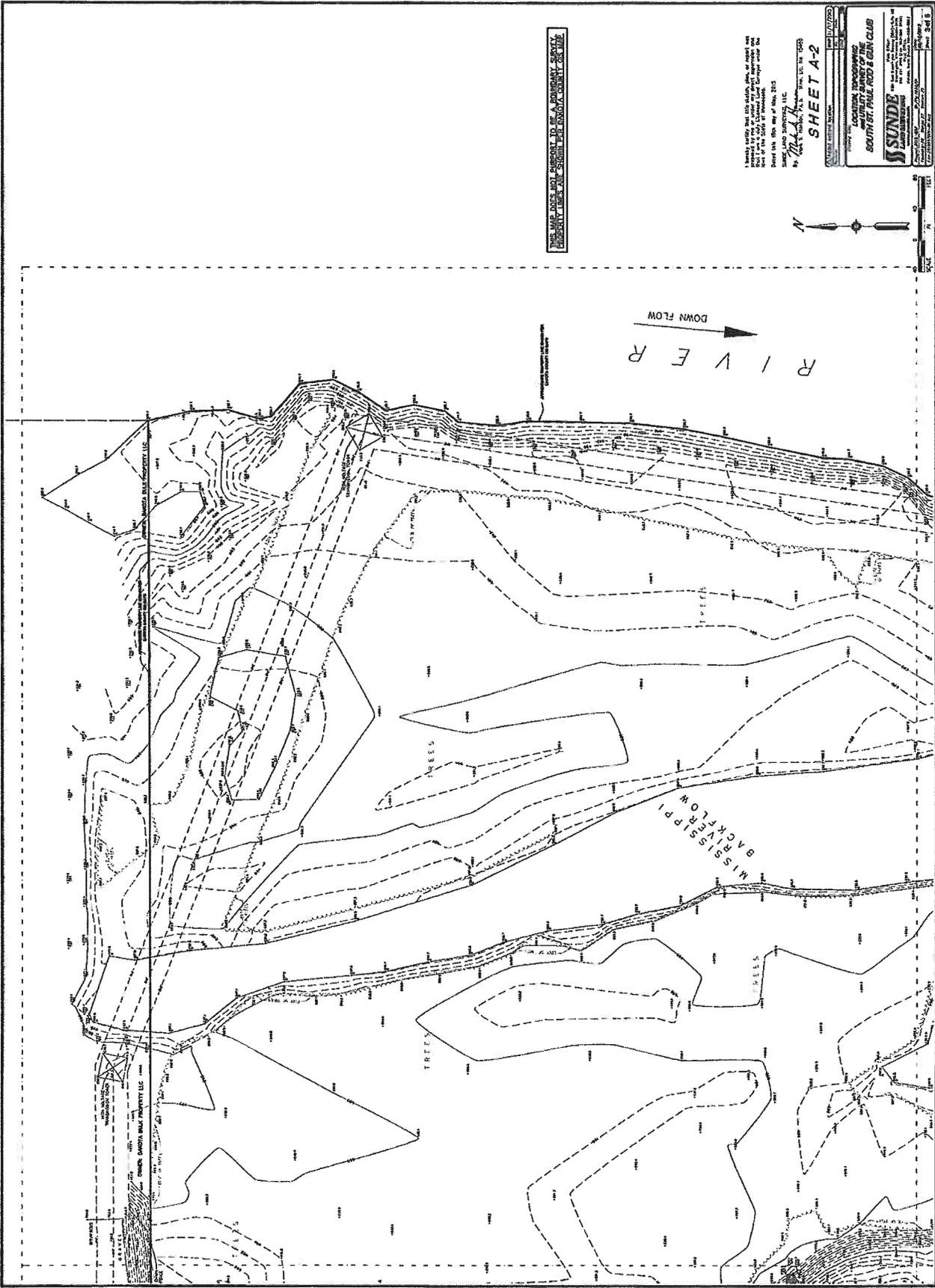


THIS MAP AND ANY PART THEREOF IS TO BE A BOUNDARY SURVEY.
 IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.
 THE SURVEYOR'S OFFICE IS NOT RESPONSIBLE FOR THE
 ACCURACY OF THIS MAP.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS KEPT IN MY OFFICE.
 DATED THIS 15th DAY OF APRIL, 2013.
 JOHN A. HARRIS, L.L.C.
 SURVEYOR

SHEET A-1

PROJECT NO.	DATE
CLIENT	SCALE
LOCATION, TOWNSHIPS SOUTH HAVEN ROAD & HIGH CLUB SUNDATA SURVEYING & ENGINEERING, INC. 1000 W. 10th St., Suite 100 Oklahoma City, Oklahoma 73106 Phone: (405) 233-1111 Fax: (405) 233-1112 Email: info@sundata.com Website: www.sundata.com	



THIS MAP WAS PREPARED BY A SURVEYOR OF THE STATE OF MISSISSIPPI.

I hereby certify that this map, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Surveyor under the laws of the State of Mississippi.

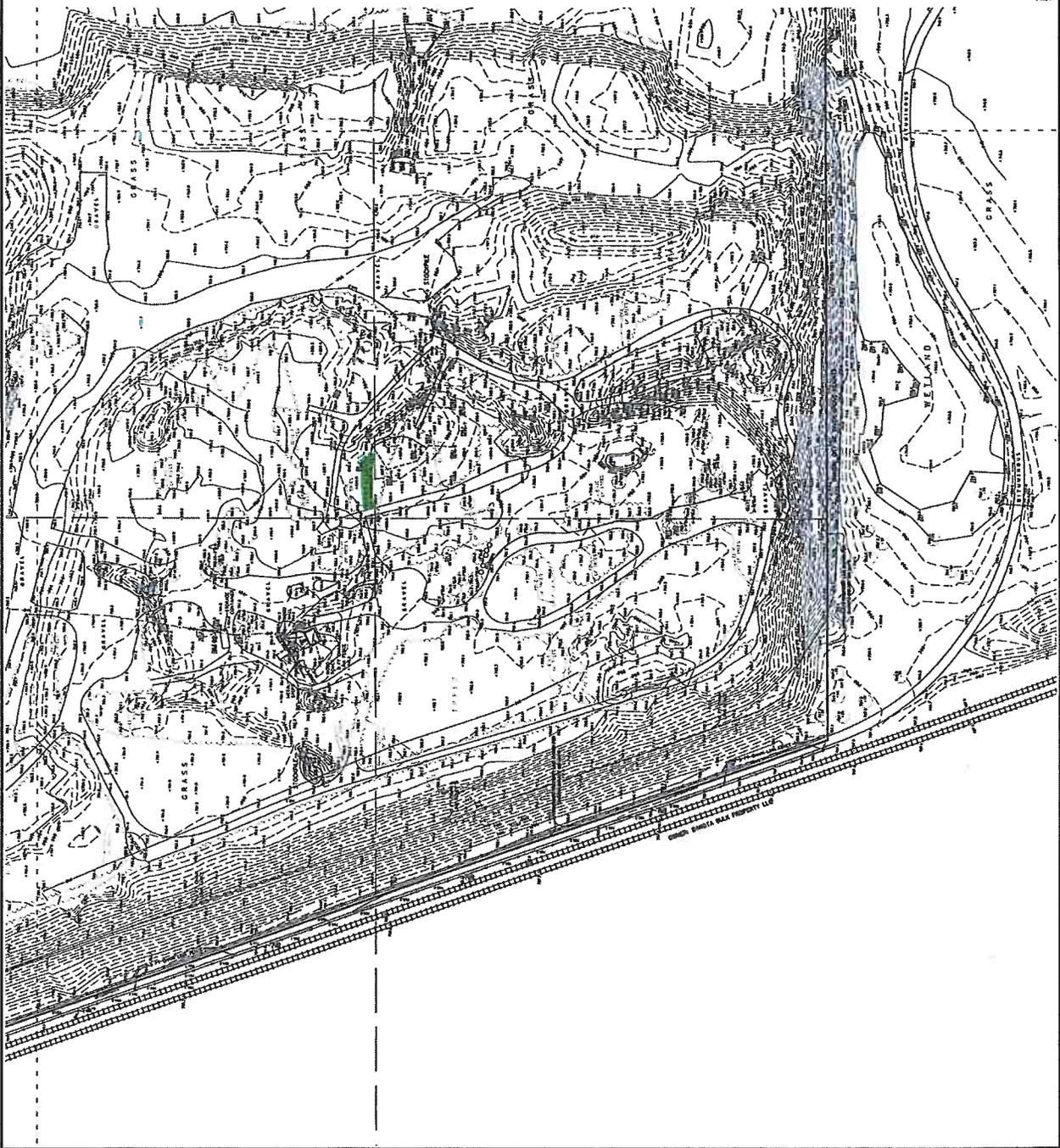
Dated this 28th day of Nov, 2015

SWANDE SURVEYING, LLC
 By: *[Signature]*
 Surveyor License No. 12345

SHEET A-2

DATE	11/27/2015
PROJECT	CHERRY DANFORTH PROPERTY LLC
LOCATION	CHERRY DANFORTH PROPERTY LLC
OWNER	CHERRY DANFORTH PROPERTY LLC
SCALE	AS SHOWN
BY	SWANDE SURVEYING, LLC
CHECKED BY	[Signature]
DATE	11/27/2015

SWANDE SURVEYING, LLC
 1000 N. GULF BLVD., SUITE 100
 DALLAS, TEXAS 75243
 PHONE: (214) 343-1111
 FAX: (214) 343-1112
 WWW.SWANDESURVEYING.COM



THIS MAP DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
PROPERTY LINES ARE SHOWN BY DASHED LINES ONLY.

I hereby certify that this map was made by a competent person or persons, and that the same is a true and correct representation of the facts as shown by the survey and other data furnished to me for that purpose.

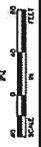
M. A. A.
M. A. A. SURVEYING, INC.
1015
1015 S. HANCOCK, S.D.

DATE: 11/11/2010
SHEET: 11/11/2010
SCALE: 1" = 100'

SHEET B-1

PROJECT: LOCATION, TOPOGRAPHIC
SOUTH ST. PAUL ROAD & GUN CLUB

SUNDE
LAND SURVEYING
1015 S. HANCOCK, S.D. 57050
PH: 605.275.1111
FAX: 605.275.1112
WWW.SUNDELANDSURVEYING.COM



GROUP: SOUTH ST. PAUL PROPERTY L&E



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Community Development - Planning

ADMINISTRATOR: SPK

10-C

AGENDA ITEM: Accessory Buildings – City Code Amendment

ACTION TO BE CONSIDERED:

Hold the second reading on an amendment to the City Code regarding accessory buildings and consider adoption of the amendment

OVERVIEW:

The accessory buildings amendment would eliminate language restricting a property to only one attached garage and would allow up to two accessory buildings including one shed and one detached garage (through a CUP if they already have an attached garage).

BACKGROUND:

At their June 6th meeting the City Council heard a case for a CUP/Variance to allow an applicant with an attached garage to build a second garage and to keep an existing shed that had recently been built on the property. The City Code only allows maxed what they could build with the attached garage and the shed but they were looking for more garage space. The applicant also could have complied with Code by removing the shed and incorporating that size of the shed into a proposed second garage, however the applicant indicated that the shed was new and in good condition so they did not want to remove it. Councilmembers stated that they felt the request seemed reasonable and discussed whether the variance should be granted or whether the Code should first be amended. The Council ultimately voted to approve the CUP and then directed staff to draft language so that a similar situation could be avoided in the future. Options were outlined at the June 26th City Council work session and staff brought the item to the Planning Commission where public hearings were held and the revisions were discussed.

PLANNING COMMISSION RECOMMENDATION:

At their September 7th meeting the Planning Commission a motion was made to recommend approval of the proposed code amendment but the motion failed (2-4). The Commission then moved to recommend the City Code be left as is which carried (4-2). Commissioners speaking for the motion stated that they felt that situation which started the whole discussion was unique enough and applications could be handled on a case by case basis for consideration of variances.

STAFF RECOMMENDATION:

Adopt Ordinance No. 1312 amending regulations on accessory buildings. The proposed amendment has the potential to help property owners that already have attached single-car garages who wish to have a more modern sized garage but who also need to accommodate an existing shed and

60-DAY REVIEW DEADLINE: N/A

SOURCE OF FUNDS: N/A

City of South St. Paul
Dakota County, Minnesota

ORDINANCE NO. 1312

**AN ORDINANCE AMENDING CHAPTER 118 OF THE
SOUTH ST. PAUL CITY CODE RELATING TO NUMBER OF ALLOWABLE
RESIDENTIAL GARAGES AND ACCESSORY BUILDINGS PER THE R-1: SINGLE-
FAMILY DISTRICT AND STANDARDS FOR ACCESSORY
BUILDINGS AND STRUCTURES**

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

SECTION 1. AMENDMENT. South St. Paul City Code Chapter 118 Article IV, Division I, Section 118-121 regarding the R-1, Single-Family District is hereby amended as follows:

Sec. 118-121. R-1, Single-Family District.

(a) *Permitted uses.* Within the R-1 single-family district, no building, structure or land shall be used except for one or more of the following uses, unless otherwise provided in this chapter:

(1) *Principal use.*

- a. One single-family dwelling (not to include mobile homes).
- b. Churches, chapels, temples, and synagogues, including Sunday schools, and parish houses meeting the requirements of this district.
- c. Public parks and playgrounds.

(2) *Accessory uses.*

- a. ~~One Garage~~ ~~garage (attached or unattached)~~ used as an accessory to the dwelling and located upon the same lot or an adjacent lot under single ownership, intended or capable of providing for the storage of motor vehicles and in which no business, occupation or service for profit is in any way conducted, as regulated herein by the performance standards section 118-208.
- b. One accessory building or structure, in addition to the garage, the use of which is incidental to and located on the same lot as the dwelling, as regulated herein by the performance standards section 118-208.
- c. Swimming pools and tennis courts, as regulated herein by the performance standards section.
- d. Keeping of domestic pets.

- e. Fences, signs, and recreation equipment, as regulated herein.
 - f. Residential business office.
 - g. A PWS antenna located entirely inside a building or structure.
 - h. Keeping of chickens as per the backyard chicken regulations found in section 15-9.
- (b) *Uses by conditional use permit.* Within the R-1 district, the following uses shall be by conditional use permit only:
- (1) Accessory buildings that exceed the height or size requirements in city code section 118-208.
 - (2) Hospitals or sanatoriums, philanthropic and charitable institutions, except correctional institutions and animal hospitals. Any building permitted to be used shall have an appearance that shall be in appropriate harmony with the residential character of the area.
 - (3) Essential services (public utility and municipal services).
 - (4) Elementary, junior, and senior high schools and incidental and accessory uses, when situated on the same site or unit of property.
 - (5) Cemeteries.
 - (6) Home occupations.
 - (7) A PWS antenna mounted on the outside of an institutional building or structure of any height, as defined in section 118-207, and any governmental building or structure.
 - ~~(7)~~(8) A detached garage when the principal dwelling already has an attached garage. No more than one detached garage shall be allowed per lot or per property under single ownership.

SECTION 2. AMENDMENT. South St. Paul City Code Chapter 118 Article V, Division I, Section 118-208 regarding Accessory Buildings and Structures is hereby amended as follows:

Sec. 118-208. Accessory Buildings and Structures.

The requirements and regulations specified in this chapter shall be subject to the following:

- (a) *Purpose.* The purpose of this section is to regulate the number size, location and appearance of all buildings accessory to and detached from principal buildings on lots

within the city. These regulations shall apply to all detached structures, including but not limited to garages, carports, storage buildings, gazebos, screen houses, play houses, and similar structures.

(b) *Number.*

(1) Single-family residential zoning districts: Up to two (2) detached accessory structures are allowed as follows:

- a. One detached garage (~~attached or unattached~~) used as an accessory to the dwelling and located upon the same lot, intended or capable of providing for the storage of motor vehicles and in which no business, occupation or service for profit is in any way conducted. If there is an attached garage, a detached garage may only be allowed by conditional use permit.
- b. One detached accessory building or structure (i.e. shed) the use of which is incidental to and located on the same lot as the dwelling, which cannot be used as a garage in addition to the garage, the use of which is incidental to and located on the same lot as the dwelling.

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:

An ordinance amending regulations for residential accessory buildings to allow up to two detached accessory buildings on a residential property.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in force upon its adoption and publication.

Approved: _____
Published: _____

Christy Wilcox, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: November 21, 2016

DEPARTMENT: Parks and Recreation

ADMINISTRATOR: SPK

10-D

AGENDA ITEM: McMorrow Field Change Order #1

DESIRED MEETING OUTCOMES:

Review and discuss McMorrow Field renovation progress and the first request for change orders related to construction.

OVERVIEW:

The renovation of McMorrow Field is nearing the end of construction season before winter. Peterson Companies has benefitted from the mild fall conditions to make as much progress as possible before the daytime temperatures prohibits their work. Project highlights include:

1. Grading and dirt importing continue across the entire site.
2. Field Lighting has been installed.
3. Picnic shelter and parking lot light footings have been set.
4. Fence posts have been set.
5. Concrete curbing, driveways, sidewalks, and transitions have all been poured and set.
6. Utility work is nearing completion. Storm sewer, sanitary sewer, potable water, and irrigation water connections are completed. Electrical for light poles (fields and parking lots) is nearly complete.
7. Parking area bituminous base layer has been installed.

We have received the first round of change order requests from the contractor. When change orders are proposed: WSB reviews justification on our behalf, negotiates with Peterson Companies, and provides us the outcome of their research and discussion with Peterson and their professional opinion of the situation. If further debate is warranted, we discuss directly with the contractor.

Peterson Companies has proposed 10 change orders to date. Upon further discussion with WSB, two change orders have been removed from this request. Of the eight remaining, one was requested by us, the owner, two were unforeseen utility conditions, and five were a combination of planting and tree changes in collaboration with the airport, including three deduct credits:

1. CO1.1, CO1.2, CO1.3, CO1.4, CO1.5: Plantings and Trees Modifications and Deducts: Add \$6,560, Deduct -\$7,257. Net change of -\$697.
Justification: After consultation with the airport and FAA, the original landscape design was modified due to the Runway Protection Zone and the potential for plantings to reach heights unacceptable to FAA standards. While WSB had taken this into consideration during initial design, we are increasing the amount of shorter plantings in consideration of future FAA analysis.
2. CO1.6: Installation of conduit for future communication: \$6,251.
Justification: At the recommendation of Police, IT, and Public Works we continue the process to create the infrastructure in all parks for future communication and surveillance

systems. We had hoped to convert to wireless systems however the majority of park electrical systems are on a timed system that uses a photo sensor for dawn and dusk. In order for the future security system to be powered continuously, it needs a dedicated electrical system that does not power down during daylight hours.

3. CO1.8: Water Service Modification for new drinking fountain at concession building: \$4,537.

Justification: Preliminary plan was to utilize the existing water service to connect to the new drinking fountains. During demolition both Public Works and WSB discovered that the former drinking fountain system was tied into the existing irrigation lines, which is now unacceptable according to code. This unforeseen condition resulted in the need to dig deeper to create a new water main connection in order to service potable water to the new drinking fountain system.

4. CO1.10: Utility improvement due to unforeseen conditions associated with storm sewer, sanitary sewer and water service adjustments: \$49,099.

Justification: There are a variety of charges associated with the utility work modifications, all 11 charges and descriptions are itemized in the attached document from Peterson Companies. In summary, the charges resulted from utility investigation of what exists on site at McMorrow, in the adjacent streets, and on adjacent airport property. Upon discovery of existing conditions, modifications were needed to the design, labor and materials to re-route storm sewer, sanitary sewer, and water connections.

The total eight category change order request is for \$59,190. Contingency budgeted and approved for the McMorrow Field renovation was 4% of project cost, which is \$74,327. Deducting this change order request would leave a contingency balance of \$15,137 remaining for the project. The detailed change order request from Peterson Companies is attached.

SOURCE OF FUNDS:

Park Referendum – 4% contract contingency.



AIA[®]

Document G701™ – 2001

Change Order

PROJECT (Name and address):
 McMorrow Field Improvements
 City of S. St. Paul
 125 3rd Ave. N., S. St. Paul, MN 55075
TO CONTRACTOR (Name and address):
 Peterson Companies
 8326 Wyoming Trail
 Chisago City, MN 55013

CHANGE ORDER NUMBER: 001
DATE: November 16, 2016
ARCHITECT'S PROJECT NUMBER: 01261-740
CONTRACT DATE: Approved May 16, 2016
CONTRACT FOR: General Construction

OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

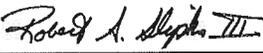
FAA revisions of trees and shrubs, utility improvements due to duct bank and right-of-way utilities, and associated pavement improvements.

The original Contract Sum was	\$ 1,858,108.22
The net change by previously authorized Change Orders	\$
The Contract Sum prior to this Change Order was	\$ 1,858,108.22
The Contract Sum will be increased by this Change Order in the amount of	\$ 59,190.00
The new Contract Sum including this Change Order will be	\$ 1,917,298.22

The Contract Time will be increased by zero days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

WSB & Associates, Inc.
ARCHITECT (Firm name)
 701 Xenia Ave., Suite 300, Mpls, MN 55417
ADDRESS

BY (Signature)
 Robert Slipka
(Typed name)
 November 16, 2016
DATE

Peterson Companies
CONTRACTOR (Firm name)
 8326 Wyoming Trail Chisago City, MN 55013
ADDRESS

BY (Signature)
 Brad Nelson
(Typed name)
 11/16/16
DATE

City of South St. Paul
OWNER (Firm name)
 125 3rd Ave. N., S. St. Paul, MN 55075
ADDRESS

BY (Signature)

(Typed name)

DATE

Contract Summary Sheet

Contract Change Order #4 for:

McMorrow Field Improvements
 City of South St. Paul
 125 Third Avenue North
 South St. Paul, MN 55075

Distribution To:

- Owner Field
 Consultant Other
 Contractor

To (Contractor):

Peterson Companies, Inc.
 8326 Wyoming Trail
 Chisago City, MN 55013

Date: 16-Nov-16

City Project No.: 201490

CHANGES TO THE CONTRACT

(The contractor shall make the following changes to the contract)

#	DESCRIPTION	QTY.	UNIT	UNIT PRICE	ADD	DEDUCT
CO1.1	Furnish and install 2.5" Cal., B&B Deciduous Trees as indicated on plans, details and specifications - complete, including hardwood mulch	-3	EA	\$455.00		(\$1,365.00)
CO1.2	Furnish and install 6' Tall, B&B Deciduous Ornamental Trees as indicated on plans, details and specifications - complete, including hardwood mulch	12	EA	\$360.00	\$4,320.00	
CO1.3	Furnish and install 2" Cal., B&B Deciduous Ornamental Trees as indicated on plans, details and specifications - complete, including hardwood mulch	-9	EA	\$425.00		(\$3,825.00)
CO1.4	Furnish and install 5 Gal., Container Shrubs as indicated on plans, details and specifications - complete	-53	EA	\$39.00		(\$2,067.00)
CO1.5	Furnish and install 2 Gal., Container Shrubs as indicated on plans, details and specifications - complete	64	EA	\$35.00	\$2,240.00	
CO1.6	Electrical Work for future security cameras	1	LS	\$6,251.00	\$6,251.00	
CO1.8	Water Service Modifications for new drinking fountain at Concession Building	1	LS	\$4,537.00	\$4,537.00	
CO1.10	Utility improvements including storm sewer, sanitary sewer, and water service adjustments related to unforeseen conditions	1	LS	\$49,099.00	\$49,099.00	
TOTAL CHANGE ORDER ADDS AND DEDUCTS:					\$66,447.00	(\$7,257.00)
NET CHANGE ORDER TOTAL:					\$59,190.00	

Denotes corrected bid item, quantity, or unit price

Contract Summary to Date	
Original Base Bid Contract Sum:	1,858,108.22
Previously Authorized Change Orders:	-
Net Change of this Change Order:	59,190.00
Total Contract Sum (Including all Change Orders to Date):	\$1,917,298.22

BID PROPOSAL FORM - MCMORROW FIELD IMPROVEMENTS

No.	Section 7 - Landscaping	Estimated Qty.	Unit	Unit Bid (In Dollars)	Total Bid (In Dollars)
7.01	Furnish and install Type I Turf Seed Mix as indicated on plans, details and specifications - complete. Installation and operation of irrigation system within limits of Type I Turf Seed Mix to be completed prior to installation of seed mix.	14	AC		
7.02	Furnish and install Type II Native Seed Mix as indicated on plans, details and specifications - complete	1.0	AC		
7.03	Furnish and install wood fiber blanket as indicated on plans - complete	4,715	SY		
7.04	Furnish and install 2.5" Cal., B&B Deciduous Trees as indicated on plans, details and specifications - complete, including hardwood mulch	82	EA	455.00	\$37,310.00
7.05	Furnish and install 6' Tall, B&B Deciduous Ornamental Trees as indicated on plans, details and specifications - complete, including hardwood mulch	12	EA	360.00	\$4,320.00
7.06	Furnish and install 2" Cal., B&B Deciduous Ornamental Trees as indicated on plans, details and specifications - complete, including hardwood mulch	22	EA	425.00	\$9,350.00
7.07	Furnish and install 5 Gal., Container Shrubs as indicated on plans, details and specifications - complete	139	EA	39.00	\$5,421.00
7.08	Furnish and install 2 Gal., Container Shrubs as indicated on plans, details and specifications - complete	64	EA	35.00	\$2,240.00
7.09	Furnish and install 1 Gal., Container Perennials/Grasses as indicated on plans, details and specifications - complete	337	EA		
7.10	Furnish and install Shredded Hardwood Mulch at all planting bed locations as indicated on plans, details and specifications - complete, including natural edge	95	CY		
Section 7 Subtotal:					



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

October 17, 2016

McMorrow Field
WSB & Associates, Inc.
Bob Slipka

RE: Future Communications Conduit

Bob,

The following costs are to add future communications conduit as described and as discussed with Killmer Electric. Pricing is as follows:

- Homerun pipe to be single 1" PVC pipe
- No tracer wire, but pullstring to be included
- No wall J-box or wall penetration
- Pipe will daylight at wall and be capped
- Handhole will be by PVC

Total \$6,251.00

Please feel free to call with any questions.

Sincerely,

Brad Nelson
651.257.0301

KILLMER ELECTRIC CO., INC.
 5141 LAKELAND AVE. N.
 CRYSTAL, MN 55429

PH.: 763-425-2525
 FAX: 763-424-1258

TO: PETERSON COMPANIES

DATE: 10/13/2016

ATTN.: BRAD

JOB NO. 0

RE.: McMorrow

PR #1R2- To add 1" w/pull string for future cameras

MATERIAL	1265	TAX	7.0%	\$1,353.55
LABOR	47	HRS. AT	\$95.00	\$4,465.00
FOREMAN		HRS. AT		\$0.00
GENERAL FOREMAN				\$0.00
OVERTIME		HRS. AT		\$0.00
DOUBLETIME	0	HRS. AT	\$167.00	\$0.00
SUBCONTRACT	0	Under ground	10.0%	\$0.00
PROJECT MANAGEMENT		HRS. AT		\$0.00
FIELD DESIGN/DRAFTING		HRS. AT		\$0.00
AS BUILT DWNGS		HRS. AT		\$0.00
DELIVERY/TRIP CHARGES		HRS. AT		\$0.00
CLEAN UP		HRS. AT		\$0.00
TESTING		HRS. AT		
PARKING		HRS. AT		
SPECIAL REQUIREMENTS		HRS. AT		
LARGE TOOL & EQUIPMT RENTAL				
SMALL TOOL & CONSUMABLES			% OF LABOR	
PERMITS				\$0.00
SUB TOTAL				
OVERHEAD	10%	M/U EXCLUDING LABOR		\$135.36
MARGIN				
BOND				
TOTAL THIS CHANGE				\$5,953.91
A TIME EXTENSION OF		DAYS WILL BE REQUIRED FOR THIS CH		\$0.00

THE ABOVE QUOTATION COVERS THE PRESENTLY ASCERTAINABLE DIRECT COSTS OF THIS CHANGE IT EXCLUDES COSTS ASSOCIATED WITH THE IMPACT OF THIS PROPOSED CHANGE REQUEST UPON THE PROJECT SCHEDULE. (WE THEREFORE, RESERVE THE RIGHT TO AMEND THIS QUOTATION WHEN SUCH IMPACT COSTS BECOME REASONABLY DETERMINABLE. THIS QUOTATION IS VALID UNTIL

BY:  PROJECT MANAGER

PRICING SHEET



JOB Mc Morrow
 WORK PR #1 R2

ESTIMATE NO.	
Sheet No.	Of Sheets

ESTIMATE NO.	PRICED BY	EXTENDED BY	CHECKED BY	DATE

✓	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1	TRENCH Plow	300'			300'			9
2	TRENCH vs Plow	300'						3
3	BACKFILL / COMPACT	300'			150'			6
4	1" PVC	1750			780'			26
5	12x12 PVC HANDLE	1			30'			3
6	PULL STRING	1800'			5'			47
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Totals This Sheet Transferred to Recap By—INITIAL MATERIAL LABOR



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

September 19, 2016

McMorrow Field
WSB & Associates, Inc.
Bob Slipka

RE: Water Service Changes

Bob,

The following costs are for the water service connection. These costs are for the added labor and equipment needed to dig down to the existing watermain and install a new corporation stop. Bid items 3.05, 3.06, and 3.07 will still apply and be paid out for actual quantities installed in the field.

- 6 hours utility crew @ \$717/HR \$4,302.00
- Additional materials for corp. stop & saddle \$235.00

TOTAL \$4,537.00

Please feel free to call with any questions.

Sincerely,

Brad Nelson
651.257.0301



8326 WYOMING TRAIL
CHISAGO CITY, MN 55013
(P) 651.257.6864
(F) 651.257.3393
PETERSONCOMPANIES.NET

November 16, 2016

McMorrow Field
WSB & Associates, Inc.
Bob Slipka

RE: Utility Plan Changes

Bob,

The following costs are for the utility plan changes, associated exploratory excavation time spent with the fiber duct bank on the north, and the time and materials work for the watermain and sanitary work on the south east corner of the site. The following costs are as follows:

- 9/15/16: Potholing/exploratory excavating of fiber optic concrete duct bank and searching for drinking fountain water service that did not exist.
Utility crew 4.5 hours @ \$717/HR \$3,226.50
- 9/19/16: Excavation and backfill of fiber optic concrete duct bank for WSB survey crew so they could shoot elevations of duct bank and existing structures and come up with a design to avoid duct bank.
Utility crew 3 hours @ \$717/HR \$2,151.00
- 9/22/16: Started to install structure 5007 and uncovered existing water services that no one knew were there. Upon further excavating, we found two watermains that were heading west and in conflict of the new storm sewer line. We also found two sanitary sewer services, but they were deep enough to install our proposed storm line. We spent a good part of a day digging and working with the city to find out what waterlines go where and if they were active or not.
Utility crew 7.5 hours @ \$717/HR \$5,377.50
- 9/23/16: Foreman and laborer time gathering and ordering various materials for watermain offsets
Foreman & laborer 3 hours @ \$220/HR \$660.00
- 9/26/16: Offset 8" watermain, relocated 1.5" copper water service and 1" copper water service. Also includes repair of 4" DIP/claytile sewer service that was not located/marked.
Utility crew 10.5 hours @ \$717/HR \$7,528.50
- 9/27/16: After the first watermain and water services were offset and relocated above, we continued installing our 15" storm sewer pipe. While heading north, we encountered a 3rd sanitary sewer line and this one happened to be in conflict with our new storm sewer pipe. While chasing the sanitary line, we also found another watermain that no one knew about. This watermain also had to be offset. The following costs are for the crew time spent chasing the sanitary line and watermain.
Utility crew 6.5 hours @ \$717/HR \$4,660.50
- 9/28/16: Offset remaining 6" watermains (two total).
Utility crew 10 hours @ \$717/HR \$7,170.00



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 PETERSONCOMPANIES.NET

9/29/16: Remove curb and part of Henry Ave to dig up sanitary sewer service and lower below proposed storm sewer pipe.	
Utility crew 7 hours @ \$717/HR	\$5,019.00
Two laborers flagging for traffic control: 4 hours @ \$200/HR	\$800.00
10/12/16: Bituminous patching on Henry Ave	\$3,334.00
5% markup on subcontractor	\$167.00

Summary of above T&M work:

- Labor total \$36,593.00
- Materials total \$6,978.00
- Subcontractor total \$3,501.00
- Total for T&M work \$47,072.00

There was/is also a fair amount of changes to the utility work from the initial proposed work which can be taken care of within the actual bid item quantities themselves. The following would be above and beyond the bid items and should be included in the change order.

- Trucking and restocking fee for 12" RCP pipe that was eliminated

1 restocking fee @ \$710.00	\$710.00
1 trucking back to supplier @ \$600.00	\$600.00
 - Additional labor to connect to EXMH 3. This is due to the fact that the fiber duct is right up tight to the existing structure.

1-hour utility crew @ \$717/HR	\$717.00
--------------------------------	----------
- Subtotal of above changes \$2,027.00

T&M work total	\$47,072.00
Other utility changes total	\$2,027.00
Grand total costs	\$49,099.00

Please feel free to call with any questions.

Sincerely,

Brad Nelson
 651.257.0301