

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH

SOUTH ST. PAUL, MN 55075

Monday, February 5, 2024

7:00 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:

Concord Steet Improvements Project – City Engineers Association 2023 Project of the Year
Honorable Mention Award

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 January 16, 2024

B. Accounts Payable

C. Business Licenses

D. Purchase 2 Zero Turn Mowers from Midwest Machinery Co.

E. Purchase Scheduled Replacement Computers and IT Equipment

F. City of South St. Paul Emergency Operations Plan – 2024

- G. Amendment to Professional Services Agreement with SRF Consulting Group for the Wakota Scenic Trailhead Project
- H. Declare Certain City Property Surplus and Approve Donation
- I. Declare Certain City Property Surplus and Approve Sale
- J. Resolution 2024-019, Approving the reappointment of Dennis Wippermann as Public Member of the South Metro Fire Department board of Directors
- K. Approve Shade Tree Bonding Grant Agreement with Minnesota Department of Natural Resources
- L. Approve JPA with Dakota County described as Healthy Neighborhood Community Partner Grant (SHIP)
- M. Approve Encroachment Agreement for 1959 Butler Avenue
- N. Resolution 2024-024 – Appointment of Election Judges for March 5th, 2024 Presidential Nominating Primary

9. PUBLIC HEARINGS:

10. GENERAL BUSINESS:

- A. 2nd Reading- Ordinance Amendment Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District
- B. Conditional Use Permit for Blue Ox Media Group’s Proposed Dynamic Display Off-Premises Sign
- C. Lease Agreement with Blue Ox Media Group
- D. 2nd Reading- Ordinance Amendment Updating Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings
- E. 463 Action for Hazardous Building at 1221 9th Avenue South

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF JANUARY 16, 2024**

8-A

1. Mayor Francis called the regular meeting of the City Council to order at 7:00 PM on January 16, 2024.

2. **ROLL CALL:**

Present: Council Members, Bakken, Hansen, Kaliszewski, Podgorski, Seaberg, Thompson, Mayor Francis

Absent: None

Staff Present: City Administrator, Ryan Garcia
City Attorney
Chief of Police, Brian Wicke
City Clerk, Deanna Werner
City Planner, Michael Healy

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:

- A. Presentation: ISI National Synchronized Skating Event
- B. Introduction – Police Therapy K9 “Riley”
- C. Oath of Office – Sergeant Kurtis Syvertsen
- D. Oath of Office – Officer Tory Nelson
- E. Oath of Office – Officer Mariah Latuff

6. Citizen Comments: None

7. **Agenda**

Moved by: Seaberg / Kaliszewski

Moved: To approve the agenda.

Vote: 7 ayes / 0 nays, motion carried.

8. **Consent Agenda**

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

- A. City Council Meeting Minutes of January 2, 2024
- B. Resolution 2024-015, Accounts Payable
- C. Business Licenses
- D. Resolution 2024-007, Approve Plans and Specifications and Authorize Advertisement for Bids for Concord Exchange Improvement Project
- E. Approve Change Order No. 1 – Well No. 3 Water Treatment Plan
- F. Final Payment – 2023 Tree Removal Contract

- G. Resolution 2024-008, Approve Plans and Specifications and Authorize Advertisement for Bids for 7th Avenue South & I-494 Watermain Improvements

- H. Resolution 2024-013, Approve Joint Powers Agreement for Internet Crimes against Children Task Force (ICAC)
- I. Purchase Two (2) Commander 3400 Camera Trailer Systems
- J. Purchase of Single Axle Plow Truck from Nuss Truck & Equipment with Plowing Equipment and Accessories from Towmaster Inc
- K. Resolution 2024-014, Approve Agreement with SEH for the Airport Beacon Replacement Project
- L. Purchase of a 12,000lb Towmaster Trailer for Skid Steers and Misc Equipment from Ziegler Cat.

Moved by: Kaliszewski / Hansen
 Vote: 7 ayes / 0 nays, motion carried.

9. Public Hearings:

- A. Rescinding Vacation Approved by Resolution 2022 – 138 and Vacating a Portion of Former Pitt Street, Resolutions 2024 – 009 and 2024 – 010

Moved by: Seaberg/ Thompson
 Moved: Approval of Resolution 2024-009, rescinding Resolution 2022-138 and vacating a portion of the former Pitt Street.
 Vote: 7 ayes / 0 nays, motion carried.

Moved by: Kaliszewski/Bakken
 Moved: Approval of Resolution 2024-010, vacating a portion of former Pitt Street located within the City of South St. Paul, MN
 Vote: 7 ayes / 0 nays, motion carried.

10. General Business:

- A. Rescinding Property Split Approved by Resolution 2022–146 and Approving a Property Split, Resolutions 2024–011 and 202 –012.

Moved by: Thompson/ Seaberg
 Moved: Approval of Resolution 2024-011, Rescinding Property Split Approved by Resolution 2022–146.
 Vote: 7 ayes / 0 nays, motion carried.

Moved by: Kaliszewski/Bakken
 Moved: Approval of Resolution 2024-012, a property split of vacated Pitt Street from South St. Paul Parcel identification number 36-72850-07-110 and 36-72850-08-120, Dakota County, MN.
 Vote: 7 ayes / 0 nays, motion carried.

- B. 1st Reading- Ordinance Amendment Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District

1st Reading Offered by: Mayor Francis

- C. 1st Reading- Ordinance Amendment Updating Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings

1st Reading Offered by: Council Member Hansen

D. 2nd Reading- Ordinance Amendment 1417 Updating Truck and Trailer Parking Regulations

Moved by: Seaberg / Kaliszewski

Moved: Approval of Ordinance 1417, updating truck and trailer parking regulations.

Vote: 7 ayes / 0 nays, motion carried.

11. Mayor and Council Communication

12. Adjournment

Moved by: Seaberg/Podgorski

Moved: Adjourn the meeting.

Vote: 7 ayes / 0 nays, motion carried.

The meeting was adjourned at 8:42 PM.

Approved:

City Clerk



City Council Agenda
Date: February 5, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-021 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. 2024-021

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: | |
| 149459-149639 | \$ 2,840,321.36 |
| 2024016-2024035 | 2,514,489.38 |
| 800986-800994 | <u>97,803.20</u> |
| Total | \$ 5,452,613.94 |

Adopted this 5th day of February, 2024.

Deanna Werner, City Clerk

CITY OF SOUTH ST PAUL
 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 |
|---------------|------------------|-----------|--|------|--------|----------------------------|------------|-----------|-------------------------------|-----------------------|
| 149459 | 1/22/2024 | | 1016 ACE HARDWARE & PAINT | | | | | | | |
| | | 9.99 | BLACK MARKING PAINT | | 110500 | 549322/5 | 10320.6220 | | REPAIR & MAINTENANCE SUPPLIES | PUBLIC WORKS |
| | | 9.99 | | | | | | | | |
| 149460 | 1/22/2024 | | 4059 ASCENT AVIATION GROUP, INC. | | | | | | | |
| | | 28,761.63 | 6504 GAL 100LL | | 110523 | 988575 | 20245.6250 | | MERCHANDISE FOR RESALE | AIRPORT |
| | | 28,761.63 | | | | | | | | |
| 149461 | 1/22/2024 | | 9021 ATLAS STAFFING, INC. | | | | | | | |
| | | 588.00 | NM TEMP-ZUNIGA 1/5/24 | | 110519 | 1305808 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 588.00 | JC TEMP-ZUNIGA 1/5/24 | | 110519 | 1305808 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 609.96 | NM TEMP MOUA 1/5/24 | | 110520 | 1305809 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 609.96 | JC TEMP MOUA 1/5/24 | | 110520 | 1305809 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 588.00 | NM TEMP-ZUNIGA 12/31/23 | | 110524 | 1305772 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 588.00 | JC TEMP-ZUNIGA 12/31/23 | | 110524 | 1305772 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 592.00 | NM TEMP-MOUA 12/31/23 | | 110525 | 1305773 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 592.00 | JC TEMP-MOUA 12/31/23 | | 110525 | 1305773 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 588.00 | NM TEM-ZUNIGA 12/22/23 | | 110526 | 1305735 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 588.00 | JC TEMP-ZUNIGA 12/22/23 | | 110526 | 1305735 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 717.60 | NM TEMP-MOUA 12/24/23 | | 110527 | 1305736 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 717.60 | JC TEMP-MOUA 12/24/23 | | 110527 | 1305736 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 7,367.12 | | | | | | | | |
| 149462 | 1/22/2024 | | 2888 BOYER TRUCKS - PARTS SOUTH | | | | | | | |
| | | 537.50 | BRAKE DRUMS/SHOES #336 | | 110528 | 098P4961 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 114.40 | RETD BRAKE CORES | | 110529 | 098P5027 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 423.10 | | | | | | | | |
| 149463 | 1/22/2024 | | 13949 BRIGHTLY SOFTWARE, INC. | | | | | | | |
| | | 11,840.59 | RENEW WORK ORDER SYST | | 110501 | INV-232187 | 60703.6371 | | REPAIRS & MAINT CONTRACTUAL | CENTRAL GARAGE FUND |
| | | 11,840.59 | | | | | | | | |
| 149464 | 1/22/2024 | | 14193 CADY BUILDING MAINTENANCE INC | | | | | | | |
| | | 5,110.00 | CLN SVC-CH DEC23 | | 110530 | 4988465 | 10330.6371 | | REPAIRS & MAINT CONTRACTUAL | BUILDINGS |
| | | 550.00 | CLN SVC-PW DEC23 | | 110530 | 4988465 | 10320.6371 | | REPAIRS & MAINT CONTRACTUAL | PUBLIC WORKS |
| | | 5,660.00 | | | | | | | | |
| 149465 | 1/22/2024 | | 2287 CENTURYLINK | | | | | | | |
| | | 82.94 | WIRELEASE | | 110502 | 612 E12-7172 480 1/1/24 | 10330.6390 | | POSTAGE AND TELEPHONE | BUILDINGS |
| | | 102.40 | WIRELEASE | | 110503 | 612 E12-5630 | 10330.6390 | | POSTAGE AND TELEPHONE | BUILDINGS |

CITY OF SOUTH ST PAUL
 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 |
|---------|-----------|------------------|--|------|--------|--------------|----------------|-----------|-------------------------------|-------------------------------|
| 149481 | 1/22/2024 | | 1652 INSPECTRON, INC. | | | | | | Continued... | |
| 149482 | 1/22/2024 | | 6642 JOHNSON CONTROLS, INC | | | | | | | |
| | | 3,206.00 | NM 2024 AGR-M. MOURER | | 110551 | 00074019328 | 50677.6371.020 | | MTNCE-HEATING/COOLING | NAN MCKAY APT BLDG |
| | | 4,809.00 | JC 2024 AGR-M. MOURER | | 110551 | 00074019328 | 50678.6371.020 | | MTNCE-HEATING/COOLING | JOHN CARROLL APT BLDG |
| | | <u>8,015.00</u> | | | | | | | | |
| 149483 | 1/22/2024 | | 1812 LEAGUE OF MINNESOTA CITIES | | | | | | | |
| | | 1,370.00 | MN CITIES STRMWTR COALITION | | 110507 | 397644 | 50610.6302 | | PROFESSIONAL SERVICES | STORM WATER UTILITY |
| | | <u>1,370.00</u> | | | | | | | | |
| 149484 | 1/22/2024 | | 6281 LIGHTNING DISPOSAL, INC. | | | | | | | |
| | | 433.23 | TRASH SVC - PUBLIC WORKS | | 110552 | 0000540444 | 10320.6379 | | CONT SERV/REFUSE & SANITATION | PUBLIC WORKS |
| | | <u>433.23</u> | | | | | | | | |
| 149485 | 1/22/2024 | | 14328 LINN INVESTMENT PROPERTIES, LLC | | | | | | | |
| | | 45,525.00 | ESCROW RLS-1214 SOVIEW | | 110521 | 1/16/24 | 20284.2205 | | DEPOSITS | DEVELOPMENT |
| | | <u>45,525.00</u> | | | | | | | | |
| 149486 | 1/22/2024 | | 13903 LITTLE BLUES TRAVELING ZOO LLC | | | | | | | |
| | | 826.00 | PETTING ZOO-EASTER EGG EVENT | | 110508 | 1120 | 20215.6210 | 227593 | OPERATING SUPPLIES | GRANTS/DONATIONS PARK AND REC |
| | | <u>826.00</u> | | | | | | | | |
| 149487 | 1/22/2024 | | 1923 METRO SALES INC. | | | | | | | |
| | | 10.00 | RICOH COPIER-LIBRARY-MO | | 110509 | INV2436704 | 10330.6371 | | REPAIRS & MAINT CONTRACTUAL | BUILDINGS |
| | | <u>10.00</u> | | | | | | | | |
| 149488 | 1/22/2024 | | 1444 MIDWEST MACHINERY CO | | | | | | | |
| | | 318.47 | STANDS #3046R | | 110553 | 9897336 | 10340.6220 | | REPAIR & MAINTENANCE SUPPLIES | PARKS FACILITIES AND MTNCE |
| | | <u>318.47</u> | | | | | | | | |
| 149489 | 1/22/2024 | | 1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY | | | | | | | |
| | | 4,000.00 | JC PLUMB PLAN REVIEW APP | | 110571 | PLUMB PERMIT | 50678.6560 | 229901 | BUILDING FIXTURES AND IMPRS | JOHN CARROLL APT BLDG |
| | | <u>4,000.00</u> | | | | | | | | |
| 149490 | 1/22/2024 | | 2094 NATIONAL RECREATION & PARK ASSOCIATION | | | | | | | |
| | | 180.00 | MEMBERSHIP | | 110511 | 119977 | 10520.6471 | | DUES & SUBSCRIPTIONS | PARKS ADMINISTRATION |
| | | <u>180.00</u> | | | | | | | | |
| 149491 | 1/22/2024 | | 5682 NITTI SANITATION | | | | | | | |
| | | 346.02 | TRASH SERVICES-ARENA | | 110510 | 0000542123 | 20243.6379 | | CONT SERV/REFUSE & SANITATION | DOUG WOOG ARENA |

CITY OF SOUTH ST PAUL
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| Check # | Date | Amount | Supplier / Explanation | PO # | Doc No | Inv No | Account No | Subledger | Account Description | Business Unit |
|---------------|------------------|-------------------|---|------|--------|-------------------------|------------|-----------|-------------------------------|------------------------|
| 149532 | 1/29/2024 | | 7271 INTERSTATE PARTNERS, LLC | | | | | | Continued... | |
| | | 29,523.14 | PAYGO NOTE-PRINCIPAL NOTE 1 | | 110913 | 2/24 NOTE 1 | 40491.6530 | | IMPR OTHER THAN BUILDING | STOCKYARDS TIF |
| | | 17,986.70 | PAYGO NOTE-INTEREST NOTE 1 | | 110913 | 2/24 NOTE 1 | 40491.6612 | | INTEREST EXPENSE | STOCKYARDS TIF |
| | | 40,478.35 | PAYGO NOTE-PRINCIPAL NOTE 2 | | 110914 | 2/24 NOTE 2 | 40491.6530 | | IMPR OTHER THAN BUILDING | STOCKYARDS TIF |
| | | 30,786.42 | PAYGO NOTE-INTEREST NOTE 2 | | 110914 | 2/24 NOTE 2 | 40491.6612 | | INTEREST EXPENSE | STOCKYARDS TIF |
| | | <u>118,774.61</u> | | | | | | | | |
| 149533 | 1/29/2024 | | 1667 INVER GROVE FORD | | | | | | | |
| | | 20.70 | WHEEL NUTS #326 | | 110639 | 5339462 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 211.56 | TIRE SENSORS #328 | | 110640 | 5339330 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 21.78 | BRACKETS #338 | | 110641 | 5339495 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>254.04</u> | | | | | | | | |
| 149534 | 1/29/2024 | | 13313 JAYTECH INC | | | | | | | |
| | | 520.83 | WTR TRTMNT CONTRACT JAN24 | | 110642 | 231226 | 20243.6375 | | OTHER CONTRACTED SERVICES | DOUG WOOG ARENA |
| | | <u>520.83</u> | | | | | | | | |
| 149535 | 1/29/2024 | | 14338 KULLA, NANCY | | | | | | | |
| | | 615.59 | JC #1101 MOVEOUT | | 110724 | 093023 | 50678.1101 | | ACCOUNTS RECEIVABLE | JOHN CARROLL APT BLDG |
| | | <u>615.59</u> | | | | | | | | |
| 149536 | 1/29/2024 | | 1803 LANGUAGE LINE SERVICES | | | | | | | |
| | | 894.04 | OTP TRANSLATION | | 110597 | 11189263 | 10210.6302 | | PROFESSIONAL SERVICES | POLICE PROTECTION |
| | | <u>894.04</u> | | | | | | | | |
| 149537 | 1/29/2024 | | 1813 LEAGUE OF MN CITIES INSURANCE TRUST | | | | | | | |
| | | 22.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10110.6150 | | WORKERS COMPENSATION | MAYOR AND COUNCIL |
| | | 663.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10120.6150 | | WORKERS COMPENSATION | CITY ADMINISTRATION |
| | | 302.25 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10125.6150 | | WORKERS COMPENSATION | HUMAN RESOURCES |
| | | 322.00 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10140.6150 | | WORKERS COMPENSATION | CITY CLERK |
| | | 458.00 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10150.6150 | | WORKERS COMPENSATION | FINANCE |
| | | 391.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10160.6150 | | WORKERS COMPENSATION | INFORMATION TECHNOLOGY |
| | | 17.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10170.6150 | | WORKERS COMPENSATION | RECYCLING PROGRAM |
| | | 90,478.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/ 2024 | 10210.6150 | | WORKERS COMPENSATION | POLICE PROTECTION |

CITY OF SOUTH ST PAUL
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 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 |
|---------|-----------|-----------|--|------|--------|---------------------|------------|-----------|----------------------|----------------------------|
| 149537 | 1/29/2024 | | 1813 LEAGUE OF MN CITIES INSURANCE TRUST | | | | | | Continued... | |
| | | | | | | 2024 | | | | |
| | | 1,049.00 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10315.6150 | | WORKERS COMPENSATION | ENGINEERING |
| | | 12,695.75 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10320.6150 | | WORKERS COMPENSATION | PUBLIC WORKS |
| | | 1,386.25 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10330.6150 | | WORKERS COMPENSATION | BUILDINGS |
| | | 10,351.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10340.6150 | | WORKERS COMPENSATION | PARKS FACILITIES AND MTNCE |
| | | 639.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10410.6150 | | WORKERS COMPENSATION | DEVELOPMENT SERVICES |
| | | 202.25 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10420.6150 | | WORKERS COMPENSATION | CODE ENFORCEMENT |
| | | 324.75 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10520.6150 | | WORKERS COMPENSATION | PARKS ADMINISTRATION |
| | | 618.75 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10527.6150 | | WORKERS COMPENSATION | SPLASH POOL |
| | | 618.75 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10528.6150 | | WORKERS COMPENSATION | NORTHVIEW POOL |
| | | 318.25 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10529.6150 | | WORKERS COMPENSATION | RECREATIONAL PROGRAMS |
| | | 159.25 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 10530.6150 | | WORKERS COMPENSATION | COMMUNITY AFFAIRS |
| | | 4,709.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20243.6150 | | WORKERS COMPENSATION | DOUG WOOG ARENA |
| | | 4,543.75 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20245.6150 | | WORKERS COMPENSATION | AIRPORT |
| | | 68.25 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20260.6150 | | WORKERS COMPENSATION | HOUSING GENERAL |
| | | 491.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20261.6150 | | WORKERS COMPENSATION | HOUSING-ADMIN SAL&BENEFITS |
| | | 257.75 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20267.6150 | | WORKERS COMPENSATION | HOUSING-NM SAL&BENEFITS |
| | | 264.00 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20268.6150 | | WORKERS COMPENSATION | HOUSING-JC SAL&BENEFITS |
| | | 96.00 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 20280.6150 | | WORKERS COMPENSATION | ECON DEV GENERAL |
| | | 222.50 | QUARTERLY WC PREMIUM | | 110643 | 10002446-01/04/2024 | 50600.6150 | | WORKERS COMPENSATION | UTILITY ADMINISTRATION |

CITY OF SOUTH ST PAUL
 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 |
|---------------|------------------|-------------------|---|------|--------|----------------------|----------------|-----------|--------------------------------|----------------------------|
| 149543 | 1/29/2024 | | 1923 METRO SALES INC. | | | | | | Continued... | |
| 149544 | 1/29/2024 | | 1926 METROPOLITAN COUNCIL ENVIRONMENT SVCS | | | | | | | |
| | | 306,219.53 | FEB 2024 SEWER SERVICE | | 110649 | 0001166842 | 50606.6376 | | METRO WASTE CONTROL COMMISSION | SEWER UTILITY |
| | | <u>306,219.53</u> | | | | | | | | |
| 149545 | 1/29/2024 | | 12813 METROPOLITAN MECHANICAL CONTRACTORS, INC | | | | | | | |
| | | 1,154.00 | WATER MAIN PRJ | | 110650 | 910038229 | 50677.6371.080 | | MTNCE-PLUMBING | NAN MCKAY APT BLDG |
| | | <u>1,154.00</u> | | | | | | | | |
| 149546 | 1/29/2024 | | 1283 MINNESOTA DNR-OMB | | | | | | | |
| | | 9,380.60 | ANNUAL WATER USE PERMIT | | 110651 | 1974-5168 1/12/24 | 50605.6453 | | REMITTANCE OF REV/OTHER | WATER UTILITY |
| | | <u>9,380.60</u> | | | | | | | | |
| 149547 | 1/29/2024 | | 14337 MOCIC | | | | | | | |
| | | 200.00 | 2024 MEMBERSHIP FEE | | 110652 | 0003928-IN | 10210.6375 | | OTHER CONTRACTED SERVICES | POLICE PROTECTION |
| | | <u>200.00</u> | | | | | | | | |
| 149548 | 1/29/2024 | | 14259 MUNICIPAL BUILDERS, INC | | | | | | | |
| | | 251,286.50 | #3 WTR TRTMNT12/1-12/29/23 | | 110604 | PMT 3 | 40402.6302 | 202311 | PROFESSIONAL SERVICES | CAPITAL PROGRAMS FUND |
| | | <u>251,286.50</u> | | | | | | | | |
| 149549 | 1/29/2024 | | 9298 NAPA NEWPORT | | | | | | | |
| | | 2.79 | FUSE | | 110653 | 2514-088360 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 18.92 | WIPERS | | 110654 | 2514-088308 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 318.82 | BATTERIES | | 110655 | 2514-086984 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>340.53</u> | | | | | | | | |
| 149550 | 1/29/2024 | | 5682 NITTI SANITATION | | | | | | | |
| | | 263.97 | TRASH JAN24-CITY HALL | | 110656 | 542120 | 10330.6379 | | CONT SERV/REFUSE & SANITATION | BUILDINGS |
| | | 105.05 | TRASH JAN24 - LIBRARY | | 110657 | 542121 | 10330.6379 | | CONT SERV/REFUSE & SANITATION | BUILDINGS |
| | | 87.04 | TRASH JAN24 - AIRPORT | | 110658 | 542122 | 20245.6379 | | CONT SERV/REFUSE & SANITATION | AIRPORT |
| | | 232.34 | TRASH JAN24 - KAPOSIA PARK | | 110659 | 542124 | 10340.6379 | | CONT SERV/REFUSE & SANITATION | PARKS FACILITIES AND MTNCE |
| | | <u>688.40</u> | | | | | | | | |
| 149551 | 1/29/2024 | | 10824 OCCUPATIONAL HEALTH CENTERS OF MN, P.C. | | | | | | | |
| | | 684.00 | LATUFF PHYSICAL | | 110580 | 103901408 | 10210.6302 | | PROFESSIONAL SERVICES | POLICE PROTECTION |
| | | <u>684.00</u> | | | | | | | | |
| 149552 | 1/29/2024 | | 13393 OPTUM FINANCIAL INC. | | | | | | | |

CITY OF SOUTH ST PAUL
 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 |
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| 149552 | 1/29/2024 | | 13393 OPTUM FINANCIAL INC. | | | | | | Continued... | |
| | | 46.75 | FSA & HRA FEE - DEC23 | | 110605 | 9992 | 10150.6375 | | OTHER CONTRACTED SERVICES | FINANCE |
| | | <u>46.75</u> | | | | | | | | |
| 149553 | 1/29/2024 | | 2166 O'REILLY AUTO PARTS | | | | | | | |
| | | 20.98 | TOGGLE SWITCHES | | 110660 | 1767-336974 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 24.16 | SEALED BEAMS/BULB #307 | | 110661 | 1767-336307 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 22.47 | GLASS CLEANER | | 110662 | 1767-336675 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>67.61</u> | | | | | | | | |
| 149554 | 1/29/2024 | | 2176 OXYGEN SERVICES COMPANY | | | | | | | |
| | | 217.12 | RECYCLED CYLINDERS | | 110663 | 0008693212 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>217.12</u> | | | | | | | | |
| 149555 | 1/29/2024 | | 2240 PLUNKETT'S PEST CONTROL, INC. | | | | | | | |
| | | 181.90 | JC MO CONTRACT FEE DEC23 | | 110606 | 8362831 | 50678.6371.090 | | MTNCE-EXTERMINATION | JOHN CARROLL APT BLDG |
| | | 430.00 | JC INSPECTS (11)&LAUNDRY | | 110607 | 8344931 | 50678.6371.090 | | MTNCE-EXTERMINATION | JOHN CARROLL APT BLDG |
| | | 230.00 | JC INSPECTS (5)&LAUNDRY | | 110608 | 8352505 | 50678.6371.090 | | MTNCE-EXTERMINATION | JOHN CARROLL APT BLDG |
| | | 210.00 | JC INSPECTS (7) | | 110609 | 8359298 | 50678.6371.090 | | MTNCE-EXTERMINATION | JOHN CARROLL APT BLDG |
| | | 150.00 | JC INSPECTS (4)&LAUNDRY | | 110610 | 8372779 | 50678.6371.090 | | MTNCE-EXTERMINATION | JOHN CARROLL APT BLDG |
| | | 53.50 | NM MO CONTRACT FEE DEC23 | | 110611 | 8364805 | 50677.6371.090 | | MTNCE-EXTERMINATION | NAN MCKAY APT BLDG |
| | | 31.16 | PEST CONTROL-MCMORROW FLD | | 110664 | 8378083 | 10340.6371 | | REPAIRS & MAINT CONTRACTUAL | PARKS FACILITIES AND MTNCE |
| | | 30.09 | PEST CONTROL @ WELL #4 | | 110665 | 8378187 | 50605.6371 | | REPAIRS & MAINT CONTRACTUAL | WATER UTILITY |
| | | <u>1,316.65</u> | | | | | | | | |
| 149556 | 1/29/2024 | | 13906 RENOVATION WORK, LLC | | | | | | | |
| | | 7,960.50 | NM (6) PAINT | | 110612 | 20233562 | 50677.6371.060 | | MTNCE-UNIT TURNAROUND | NAN MCKAY APT BLDG |
| | | 2,985.00 | JC (1) & RECYC/BEAUT/GAME | | 110612 | 20233562 | 50678.6371.060 | | MTNCE-UNIT TURNAROUND | JOHN CARROLL APT BLDG |
| | | <u>10,945.50</u> | | | | | | | | |
| 149557 | 1/29/2024 | | 2098 RENT N SAVE PORTABLE SERVICES | | | | | | | |
| | | 260.00 | DEC23 PORTABLE UNITS | | 110613 | 76490 | 10520.6381 | | OTHER RENTALS | PARKS ADMINISTRATION |
| | | <u>260.00</u> | | | | | | | | |
| 149558 | 1/29/2024 | | 7376 RIVERTOWN ELECTRIC, INC. | | | | | | | |
| | | 327.50 | NM #210 SVC BREAKER | | 110614 | 10982 | 50677.6371.070 | | MTNCE-ELECTRICAL | NAN MCKAY APT BLDG |
| | | <u>327.50</u> | | | | | | | | |
| 149559 | 1/29/2024 | | 2365 ROTO-ROOTER SERVICES COMPANY | | | | | | | |
| | | 864.00 | NM JET MAIN LINE | | 110616 | 48-25614076 | 50677.6371.080 | | MTNCE-PLUMBING | NAN MCKAY APT BLDG |
| | | 741.00 | NM JET MAIN 2ND TIME | | 110699 | 48-25627650 | 50677.6371.080 | | MTNCE-PLUMBING | NAN MCKAY APT BLDG |

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

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| 149559 | 1/29/2024 | | 2365 ROTO-ROOTER SERVICES COMPANY | | | | | | Continued... | |
| | | 503.00 | JC#705 KIT SINK | | 110721 | 48-25581704 | 50678.6371.080 | | MTNCE-PLUMBING | JOHN CARROLL APT BLDG |
| | | <u>2,108.00</u> | | | | | | | | |
| 149560 | 1/29/2024 | | 5537 SAFE-FAST INC | | | | | | | |
| | | 92.95 | WINTER BIBS | | 110666 | INV285528 | 10320.6245 | | CLOTHING ALLOWANCE | PUBLIC WORKS |
| | | <u>92.95</u> | | | | | | | | |
| 149561 | 1/29/2024 | | 13791 SELECT PHYSICAL THERAPY HOLDINGS, INC. | | | | | | | |
| | | 185.00 | LATUFF PREEMPLY TESTING | | 110618 | 847257388 | 10210.6302 | | PROFESSIONAL SERVICES | POLICE PROTECTION |
| | | <u>185.00</u> | | | | | | | | |
| 149562 | 1/29/2024 | | 2632 SHERWIN-WILLIAMS CO., THE | | | | | | | |
| | | 27.59 | MULTI-MASTER | | 110700 | 7277-2 | 10340.6220 | | REPAIR & MAINTENANCE SUPPLIES | PARKS FACILITIES AND MTNCE |
| | | <u>27.59</u> | | | | | | | | |
| 149563 | 1/29/2024 | | 2633 SHERWIN-WILLIAMS CO., THE | | | | | | | |
| | | 95.29 | PAINT FOR CITY HALL | | 110619 | 0747-3 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | <u>95.29</u> | | | | | | | | |
| 149564 | 1/29/2024 | | 2464 SHORT ELLIOTT HENDRICKSON INC | | | | | | | |
| | | 1,342.20 | ODOR CONTROL -SITE VISIT | | 110667 | 459375 | 10101.2205 | 100115 | DEPOSITS | GENERAL FUND |
| | | <u>1,342.20</u> | | | | | | | | |
| 149565 | 1/29/2024 | | 2491 SNAP ON TOOLS | | | | | | | |
| | | 447.85 | TRUCK ANCHOR PIN PRESS | | 110668 | 011224185827 | 60703.6240 | | MINOR EQUIPMENT AND FURNITURE | CENTRAL GARAGE FUND |
| | | <u>447.85</u> | | | | | | | | |
| 149566 | 1/29/2024 | | 2506 SOUTH METRO FIRE DEPARTMENT | | | | | | | |
| | | 684,854.88 | FIRST FQUARTER FUNDING | | 110669 | 01/15/2024 | 10220.6302 | | PROFESSIONAL SERVICES | FIRE PROTECTION |
| | | <u>684,854.88</u> | | | | | | | | |
| 149567 | 1/29/2024 | | 2541 SRF CONSULTING GROUP, INC. | | | | | | | |
| | | 2,615.56 | WAKOTA TRLHEAD FD 12/31/23 | | 110627 | 14579.00-27 | 40437.6302 | 202108 | PROFESSIONAL SERVICES | 2021 LOCAL IMPROVEMENTS |
| | | <u>2,615.56</u> | | | | | | | | |
| 149568 | 1/29/2024 | | 13871 ST. CROIX COLLISION & RESTORATION LLC | | | | | | | |
| | | 4,276.18 | SQD 54 VIN 2843 ACCIDENT RPR | | 110671 | 6017 | 60703.6371 | | REPAIRS & MAINT CONTRACTUAL | CENTRAL GARAGE FUND |
| | | <u>4,276.18</u> | | | | | | | | |
| 149569 | 1/29/2024 | | 4140 STANTEC CONSULTING SERVICES INC | | | | | | | |

CITY OF SOUTH ST PAUL
 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 |
|---------------|------------------|-----------------|--|------|--------|--------------|----------------|-----------|-------------------------------|-----------------------|
| 149569 | 1/29/2024 | | 4140 STANTEC CONSULTING SERVICES INC | | | | | | Continued... | |
| | | 3,705.25 | MCES SITE - HUD PART 58 EA | | 110672 | 2181211 | 20284.6302 | | PROFESSIONAL SERVICES | DEVELOPMENT |
| | | <u>3,705.25</u> | | | | | | | | |
| 149570 | 1/29/2024 | | 2558 STATE INDUSTRIAL PRODUCTS | | | | | | | |
| | | 521.67 | JC FRAGRANCE BURST | | 110670 | 903190980 | 50678.6211 | | CLEANING SUPPLIES | JOHN CARROLL APT BLDG |
| | | <u>521.67</u> | | | | | | | | |
| 149571 | 1/29/2024 | | 4210 SUMMIT FIRE PROTECTION | | | | | | | |
| | | 1,252.50 | FIRE EXTING ANNL INSPECT | | 110622 | 130096189 | 20243.6375 | | OTHER CONTRACTED SERVICES | DOUG WOOG ARENA |
| | | <u>1,252.50</u> | | | | | | | | |
| 149572 | 1/29/2024 | | 5754 TOTAL MECHANICAL SERVICES, INC | | | | | | | |
| | | 2,225.00 | QTRLY AMMONIA 3/1-5/31/23 | | 110623 | PM4720 | 20243.6375 | | OTHER CONTRACTED SERVICES | DOUG WOOG ARENA |
| | | 2,980.00 | DEHUMID CONTRACT 2024 | | 110674 | PM5117 | 20243.6375 | | OTHER CONTRACTED SERVICES | DOUG WOOG ARENA |
| | | <u>5,205.00</u> | | | | | | | | |
| 149573 | 1/29/2024 | | 2663 TRACKER PRODUCTS, LLC | | | | | | | |
| | | 5,953.50 | 2024 LICENSE FEE | | 110675 | TPINV-004290 | 10210.6375 | | OTHER CONTRACTED SERVICES | POLICE PROTECTION |
| | | <u>5,953.50</u> | | | | | | | | |
| 149574 | 1/29/2024 | | 2665 TRANS UNION LLC | | | | | | | |
| | | 145.50 | BASIC SVC & REPORTS | | 110624 | 12331273 | 10210.6302 | | PROFESSIONAL SERVICES | POLICE PROTECTION |
| | | <u>145.50</u> | | | | | | | | |
| 149575 | 1/29/2024 | | 2677 TRI STATE BOBCAT INC | | | | | | | |
| | | 40.00 | BAR OIL WOODCUTS | | 110676 | A31010 | 10320.6220 | | REPAIR & MAINTENANCE SUPPLIES | PUBLIC WORKS |
| | | 143.55 | OIL/FLANGE/BUSHING #335 | | 110677 | A30947 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>183.55</u> | | | | | | | | |
| 149576 | 1/29/2024 | | 2692 TWIN CITY HARDWARE | | | | | | | |
| | | 3,958.96 | NM DOCK DOOR REPLACE | | 110723 | PSI2235768 | 50677.6371.020 | | MTNCE-HEATING/COOLING | NAN MCKAY APT BLDG |
| | | <u>3,958.96</u> | | | | | | | | |
| 149577 | 1/29/2024 | | 2693 TWIN CITY JANITOR SUPPLY, INC. | | | | | | | |
| | | 520.95 | TURKISH TOWELS | | 110678 | 181639 | 10320.6220 | | REPAIR & MAINTENANCE SUPPLIES | PUBLIC WORKS |
| | | 104.19 | TURKISH TOWELS | | 110679 | 181666 | 10320.6220 | | REPAIR & MAINTENANCE SUPPLIES | PUBLIC WORKS |
| | | 104.19 | TURKISH TOWELS | | 110679 | 181666 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>729.33</u> | | | | | | | | |
| 149578 | 1/29/2024 | | 14261 US BANK -HUD-FAB COLLECTIONS FT WORTH | | | | | | | |

CITY OF SOUTH ST PAUL
 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 |
|---------------|------------------|------------------|--|------|--------|-----------------|------------|-----------|-------------------------------|-----------------------|
| 149578 | 1/29/2024 | | 14261 US BANK -HUD-FAB COLLECTIONS FT WORTH | | | | | | Continued... | |
| | | 8,726.00 | GRANT CLOSEOUT/TO HUD | | 110917 | MFSC189843 | 50671.4303 | | FED GRANTS-HUD HOUSING | CHSP PROGRAM |
| | | <u>8,726.00</u> | | | | | | | | |
| 149579 | 1/29/2024 | | 14336 VALLE CARPET CORP | | | | | | | |
| | | 22,241.53 | VINYL-POOL/LIB/VEST/SKYWY | | 110628 | 160 | 50677.6560 | 229057 | BUILDING FIXTURES AND IMPRS | NAN MCKAY APT BLDG |
| | | 24,962.36 | VINYL RECY/BEAUT/POOL/ATRIUM | | 110629 | 161 | 50678.6560 | 229057 | BUILDING FIXTURES AND IMPRS | JOHN CARROLL APT BLDG |
| | | <u>47,203.89</u> | | | | | | | | |
| 149580 | 1/29/2024 | | 6854 VALLEY IMAGES PHOTOGRAPHY | | | | | | | |
| | | 100.00 | 39.C8-DEPT PHOTO | | 110681 | 1510 | 10210.6430 | | MISCELLANEOUS | POLICE PROTECTION |
| | | <u>100.00</u> | | | | | | | | |
| 149581 | 1/29/2024 | | 2744 VAN PAPER COMPANY | | | | | | | |
| | | 58.81 | PAPER TOWELS | | 110680 | 059152 | 10330.6210 | | OPERATING SUPPLIES | BUILDINGS |
| | | 235.25 | PAPER TOWELS | | 110682 | 059177 | 10330.6210 | | OPERATING SUPPLIES | BUILDINGS |
| | | <u>294.06</u> | | | | | | | | |
| 149582 | 1/29/2024 | | 5864 VERIZON WIRELESS | | | | | | | |
| | | 255.34 | CONNECT TO PH#3, 3 IPADS/SCADA | | 110683 | 9953065879 | 50605.6390 | | POSTAGE AND TELEPHONE | WATER UTILITY |
| | | <u>255.34</u> | | | | | | | | |
| 149583 | 1/29/2024 | | 2786 WATER CONSERVATION SERVICE INC. | | | | | | | |
| | | 1,374.56 | LEAK LOCATES (3) | | 110684 | 13757 | 50605.6302 | | PROFESSIONAL SERVICES | WATER UTILITY |
| | | <u>1,374.56</u> | | | | | | | | |
| 149584 | 1/29/2024 | | 2788 WATSON COMPANY | | | | | | | |
| | | 1,428.04 | CONCESSION PROD RESALE | | 110685 | 139436 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 193.29 | CONCESSION PROD RETURN | | 110686 | 139555 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 1,214.48 | CONCESSION PROD RESALE | | 110687 | 139615 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | <u>2,449.23</u> | | | | | | | | |
| 149585 | 1/29/2024 | | 2795 WEBER, INC. | | | | | | | |
| | | 96,763.70 | CH REMOD #19 GEN CONT PRJ | | 110625 | 00019-11/30/236 | 40402.6530 | | IMPR OTHER THAN BUILDING | CAPITAL PROGRAMS FUND |
| | | <u>96,763.70</u> | | | | | | | | |
| 149586 | 1/29/2024 | | 10478 WEIGHT, JONATHON | | | | | | | |
| | | 792.00 | 24-TUITION REIMB FALL23 | | 110626 | 1/22/2024 | 10210.6331 | | CONFERENCES, TRAINING, TRAVEL | POLICE PROTECTION |
| | | <u>792.00</u> | | | | | | | | |
| 149587 | 1/29/2024 | | 14316 WINDOW NATION LLC | | | | | | | |

CITY OF SOUTH ST PAUL
 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 |
|---------------|------------------|-----------------|--|------|--------|-----------------|----------------|-----------|--------------------------------|-----------------------|
| 149587 | 1/29/2024 | | 14316 WINDOW NATION LLC | | | | | | Continued... | |
| | | 80.00 | RFD BLDG PERMIT-229 8TH A S | | 110688 | SS042212 | 10420.4266 | | ELECTRICAL | CODE ENFORCEMENT |
| | | 1.00 | STATE SURCHARGE | | 110688 | SS042212 | 10101.2083 | | SURCHARGES | GENERAL FUND |
| | | 5.00 | ADMIN SVC FEE | | 110688 | SS042212 | 10420.4493 | | OTHER CHARGE FOR SERVICE - COM | CODE ENFORCEMENT |
| | | <u>76.00</u> | | | | | | | | |
| 149588 | 1/29/2024 | | 2785 WM CORPORATE SERVICES, INC. | | | | | | | |
| | | 14.17 | JC DUMPSTER#1103 MOVEOUT | | 110722 | 9011180-2282-0 | 50678.6371.010 | | MTNCE-GARBAGE/TRASH/RECYCLING | JOHN CARROLL APT BLDG |
| | | <u>14.17</u> | | | | | | | | |
| 149589 | 1/29/2024 | | 2863 ZARNOTH BRUSH WORKS | | | | | | | |
| | | 1,666.70 | CABLE/BEARINGS/ETC #3046R | | 110690 | 0196625-IN | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 147.00 | CHAIN PITCHES #3046R | | 110691 | 0196654-IN | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>1,813.70</u> | | | | | | | | |
| 149590 | 2/5/2024 | | 2767 ALLSTATE PETERBILT OF SOUTH ST. PAUL | | | | | | | |
| | | 333.32 | FILTERS FOR #315 | | 110935 | 3004630454 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>333.32</u> | | | | | | | | |
| 149591 | 2/5/2024 | | 1053 APWA | | | | | | | |
| | | 1,002.00 | ANNUAL MEMBERSHIP | | 110938 | 000635720 | 10320.6471 | | DUES & SUBSCRIPTIONS | PUBLIC WORKS |
| | | <u>1,002.00</u> | | | | | | | | |
| 149592 | 2/5/2024 | | 3910 ASTLEFORD INTERNATIONAL MINNEAPOLIS | | | | | | | |
| | | 5,900.49 | RPR ENGINE/COOLANT LEAK #333 | | 110939 | 01S9183 | 60703.6371 | | REPAIRS & MAINT CONTRACTUAL | CENTRAL GARAGE FUND |
| | | <u>5,900.49</u> | | | | | | | | |
| 149593 | 2/5/2024 | | 9021 ATLAS STAFFING, INC. | | | | | | | |
| | | 588.00 | NM TEMP-ZUNIGA 1/19/24 | | 110936 | 1305884 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 588.00 | JC TEMP-ZUNIGA 1/19/24 | | 110936 | 1305884 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 717.60 | NM TEMP-MOUA 1/19/24 | | 110937 | 1305885 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 717.60 | JC TEMP-MOUA 1/19/24 | | 110937 | 1305885 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 588.00 | NM TEMP-ZUNIGA 1/12/24 | | 110941 | 1305848 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 588.00 | JC TEMP-ZUNIGA 1/12/24 | | 110941 | 1305848 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | 717.60 | NM TEMP-MOUA 1/12/24 | | 110942 | 1305849 | 50677.6302 | | PROFESSIONAL SERVICES | NAN MCKAY APT BLDG |
| | | 717.60 | JC TEMP-MOUA 1/12/24 | | 110942 | 1305849 | 50678.6302 | | PROFESSIONAL SERVICES | JOHN CARROLL APT BLDG |
| | | <u>5,222.40</u> | | | | | | | | |
| 149594 | 2/5/2024 | | 6774 BHC INC. | | | | | | | |
| | | 689.59 | JC #9 PWR RTU#201019-Q3 | | 110943 | INV082092/SO071 | 50678.6220 | | REPAIR & MAINTENANCE SUPPLIES | JOHN CARROLL APT BLDG |
| | | | | | | 989 | | | | |

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

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|---------------|-----------------|-----------------|--|------|--------|---------------|------------|-----------|-------------------------------|-----------------------|
| 149602 | 2/5/2024 | | 1344 ELECTRIC FIRE & SECURITY | | | | | | Continued... | |
| | | 298.00 | LIB-FIREMONITOR 12/1-11/30/24 | | 110954 | C5843 | 10330.6371 | | REPAIRS & MAINT CONTRACTUAL | BUILDINGS |
| | | <u>298.00</u> | | | | | | | | |
| 149603 | 2/5/2024 | | 6669 FINN DANIELS, INC | | | | | | | |
| | | 2,712.75 | JC PLUMB PRJ/CONST PHASE | | 110955 | 22020-09 | 50678.6560 | 229901 | BUILDING FIXTURES AND IMPRS | JOHN CARROLL APT BLDG |
| | | <u>2,712.75</u> | | | | | | | | |
| 149604 | 2/5/2024 | | 4725 FIRST SUPPLY LLC - TWIN CITIES | | | | | | | |
| | | 81.42 | FILTER FOR DRINK FOUNTAIN | | 110956 | 3552554-00 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | 162.84 | FILTERS FOR DRINK FOUNTAINS | | 110957 | 3552605-00 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | 1,400.00 | DRINK FOUNTAIN AT FD | | 110958 | 3553120-00 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | 5.00 | SERVICE CHARGE | | 110959 | 10724-99 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | <u>1,649.26</u> | | | | | | | | |
| 149605 | 2/5/2024 | | 7558 GO TOTALLY NUTS | | | | | | | |
| | | 167.20 | ROASTED NUTS | | 110961 | 212203 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | <u>167.20</u> | | | | | | | | |
| 149606 | 2/5/2024 | | 5590 GOODYEAR TIRE & RUBBER CO. | | | | | | | |
| | | 1,440.00 | TIRES #355 | | 110960 | 124-1110428 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>1,440.00</u> | | | | | | | | |
| 149607 | 2/5/2024 | | 14346 HARRIS, PETER | | | | | | | |
| | | 13.19 | REIMB-FLASHLIGHT BATTERY | | 110994 | 1/23/24 | 10210.6245 | | CLOTHING ALLOWANCE | POLICE PROTECTION |
| | | <u>13.19</u> | | | | | | | | |
| 149608 | 2/5/2024 | | 1586 HILLYARD / MINNEAPOLIS | | | | | | | |
| | | 259.55 | URINAL SCREENS | | 110962 | 605363580 | 20243.6210 | | OPERATING SUPPLIES | DOUG WOOG ARENA |
| | | <u>259.55</u> | | | | | | | | |
| 149609 | 2/5/2024 | | 9689 HOISINGTON KOEGLER GROUP, INC. | | | | | | | |
| | | 4,818.75 | MASTER PLAN DEC23 | | 110923 | 023-033-6 | 40402.6302 | | PROFESSIONAL SERVICES | CAPITAL PROGRAMS FUND |
| | | <u>4,818.75</u> | | | | | | | | |
| 149610 | 2/5/2024 | | 14318 I-STATE TRUCK, INC. | | | | | | | |
| | | 294.76 | AIR DRYER #307 | | 110963 | C242859970:01 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>294.76</u> | | | | | | | | |
| 149611 | 2/5/2024 | | 11377 KATH FUEL OIL SERVICE CO. | | | | | | | |
| | | 450.00 | SYNOLAN OIL | | 110964 | 791522 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |

CITY OF SOUTH ST PAUL
 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 |
|---------------|-----------------|-----------------|--|------|--------|-------------|----------------|-----------|-------------------------------|------------------------|
| 149621 | 2/5/2024 | | 2005 MINNESOTA LOCKS | | | | | | Continued... | |
| | | 13.00 | KEYS MADE FOR LIBRARY | | 110975 | 101129330 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | <u>13.00</u> | | | | | | | | |
| 149622 | 2/5/2024 | | 9298 NAPA NEWPORT | | | | | | | |
| | | 15.04 | LAMP | | 110925 | 085794 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 74.72 | OIL DRY | | 110926 | 2514-078919 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | <u>89.76</u> | | | | | | | | |
| 149623 | 2/5/2024 | | 2149 OFFICE OF MNIT SERVICES | | | | | | | |
| | | 349.10 | STATE PHONE CONNECTIONS | | 110927 | W23120552 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | 157.51 | STATE PHONE AIRPORT | | 110927 | W23120552 | 20245.6390 | | POSTAGE AND TELEPHONE | AIRPORT |
| | | 428.62 | STATE INTERNET CONNECTION | | 110928 | DV23120417 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | <u>935.23</u> | | | | | | | | |
| 149624 | 2/5/2024 | | 2240 PLUNKETT'S PEST CONTROL, INC. | | | | | | | |
| | | 115.09 | PEST CONTROL @ CITY HALL | | 110983 | 8384361 | 10330.6371 | | REPAIRS & MAINT CONTRACTUAL | BUILDINGS |
| | | 87.98 | PEST CONTROL @ PUBLIC WORKS | | 110984 | 8389276 | 10320.6371 | | REPAIRS & MAINT CONTRACTUAL | PUBLIC WORKS |
| | | <u>203.07</u> | | | | | | | | |
| 149625 | 2/5/2024 | | 6702 REFERRAL CARPET AND FLOOR SERVICES, INC. | | | | | | | |
| | | 95.00 | JC #702 CARPET/CLN-DEODORIZE | | 110976 | 42733 | 50678.6371.150 | | MTNCE-CLEANING CONTRACTS | JOHN CARROLL APT BLDG |
| | | <u>95.00</u> | | | | | | | | |
| 149626 | 2/5/2024 | | 1636 RICOH USA, INC. | | | | | | | |
| | | 4.38 | B&W & COLOR COPIES | | 110932 | 5068775860 | 20230.6378 | | COPIER MAINTENANCE AGREEMENT | LIBRARY |
| | | <u>4.38</u> | | | | | | | | |
| 149627 | 2/5/2024 | | 6703 SENTRY SYSTEMS, INC | | | | | | | |
| | | 30.00 | NM MONITOR SYST FEB24 | | 110977 | 791117 | 50677.6375.3 | | OTHER CONTR SVCS-SECURITY | NAN MCKAY APT BLDG |
| | | 30.00 | JC MONITOR SYST FEB24 | | 110977 | 791117 | 50678.6375.3 | | OTHER CONTR SVCS-SECURITY | JOHN CARROLL APT BLDG |
| | | <u>60.00</u> | | | | | | | | |
| 149628 | 2/5/2024 | | 2633 SHERWIN-WILLIAMS CO., THE | | | | | | | |
| | | 976.32 | NM PAINT FOR MOVE INS | | 110978 | 1061-8 | 50677.6371.060 | | MTNCE-UNIT TURNAROUND | NAN MCKAY APT BLDG |
| | | 325.44 | NM PAINT FOR MOVE INS | | 110979 | 1060-0 | 50677.6371.060 | | MTNCE-UNIT TURNAROUND | NAN MCKAY APT BLDG |
| | | <u>1,301.76</u> | | | | | | | | |
| 149629 | 2/5/2024 | | 2464 SHORT ELLIOTT HENDRICKSON INC | | | | | | | |
| | | 545.00 | AT&T@JOHN CARROLL BLDG | | 110929 | 460340 | 10101.2205 | 100223 | DEPOSITS | GENERAL FUND |
| | | 61,003.84 | WTRTRTMNT CONST THRU12/31/23 | | 110930 | 460354 | 50605.6302 | 202311 | PROFESSIONAL SERVICES | WATER UTILITY |

CITY OF SOUTH ST PAUL
 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 |
|---------------|------------------|-----------|--|------|--------|----------------|------------|-----------|-------------------------------|----------------------------|
| 149638 | 2/5/2024 | | 2785 WM CORPORATE SERVICES, INC. | | | | | | Continued... | |
| 149639 | 2/5/2024 | | 2849 XCEL ENERGY | | | | | | | |
| | | 58.78 | LIGHTS AT LORRAINE | | 110993 | 862228649 | 50615.6385 | | UTILITY SERVICE | STREET LIGHT UTILITY |
| | | 58.78 | | | | | | | | |
| 800986 | 1/22/2024 | | 2289 R&R SPECIALTIES OF WISCONSIN, INC. | | | | | | | |
| | | 65.00 | ZAM BLADE SHARPEN | | 110513 | 0080933-IN | 20243.6220 | | REPAIR & MAINTENANCE SUPPLIES | DOUG WOOG ARENA |
| | | 65.00 | | | | | | | | |
| 800987 | 1/26/2024 | | 1969 MINNESOTA AFSCME, COUNCIL NO. 5 | | | | | | | |
| | | 21.00 | | | 110715 | 012424857174 | 10101.2170 | | ACCRUED PAY DED PAYABLE | GENERAL FUND |
| | | 21.00 | | | | | | | | |
| 800988 | 1/29/2024 | | 3632 BOLTON & MENK, INC. | | | | | | | |
| | | 27.59 | MULTI-MASTER | | 110620 | 7277-2 | 10340.6220 | | REPAIR & MAINTENANCE SUPPLIES | PARKS FACILITIES AND MTNCE |
| | | 27.59 | | | | | | | | |
| 800989 | 1/29/2024 | | 3615 CAMPBELL KNUTSON, P.A. | | | | | | | |
| | | 93.75 | DEC 23 PROSECUTION FEES | | 110578 | 3168G 12/31/23 | 10130.6304 | | PROFESSIONAL SVCS-CRIMINAL | CITY ATTORNEY |
| | | 93.75 | | | | | | | | |
| 800990 | 1/29/2024 | | 1843 LOCAL GOVERNMENT INFORMATION SYSTEMS | | | | | | | |
| | | 2,800.00 | SYSTEM DEVELOP-HR/PAYROLL | | 110644 | 54515 | 10150.6375 | | OTHER CONTRACTED SERVICES | FINANCE |
| | | 8,050.00 | SYSTEM DEVELOP-FINANCE | | 110644 | 54515 | 10150.6375 | | OTHER CONTRACTED SERVICES | FINANCE |
| | | 1,112.50 | SYSTEM DEVELOP-PIMS-PERMITS | | 110644 | 54515 | 10410.6375 | | OTHER CONTRACTED SERVICES | DEVELOPMENT SERVICES |
| | | 1,112.50 | SYSTEM DEVELOP-PIMS-LIC | | 110644 | 54515 | 10140.6375 | | OTHER CONTRACTED SERVICES | CITY CLERK |
| | | 2,075.00 | SYSTEM DEVELOP-PARK & REC | | 110644 | 54515 | 10520.6371 | | REPAIRS & MAINT CONTRACTUAL | PARKS ADMINISTRATION |
| | | 1,225.00 | SYSTEM DEVELOP-IP TELEPHONY | | 110644 | 54515 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | 1,800.00 | SYSTEM DEVELOP-POLICE MCD | | 110644 | 54515 | 10210.6375 | | OTHER CONTRACTED SERVICES | POLICE PROTECTION |
| | | 950.00 | SYSTEM DEVELOP-GIS | | 110644 | 54515 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | 1,900.00 | SYSTEM DEVELOP-R&D | | 110644 | 54515 | 10150.6375 | | OTHER CONTRACTED SERVICES | FINANCE |
| | | 6,500.00 | SYSTEM DEVELOP-UTILITY BILL | | 110644 | 54515 | 50600.6302 | | PROFESSIONAL SERVICES | UTILITY ADMINISTRATION |
| | | 5,365.00 | NETWORK WELLNESS | | 110645 | 54554 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | 32,890.00 | | | | | | | | |
| 800991 | 1/29/2024 | | 2585 STREICHER'S - MINNEAPOLIS | | | | | | | |
| | | 174.99 | 49-HOLSTER | | 110621 | 11673669 | 10210.6245 | | CLOTHING ALLOWANCE | POLICE PROTECTION |
| | | 174.99 | | | | | | | | |
| 800992 | 2/5/2024 | | 3632 BOLTON & MENK, INC. | | | | | | | |

Council Check Register by GL
Council Check Register and Summary

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| 2024019 | 1/22/2024 | | 6037 HEALTHPARTNERS-DENTAL | | | | | | Continued... | |
| 2024020 | 1/9/2024 | | 6860 WELLS FARGO PURCHASING CARDS | | | | | | | |
| | | 224.38 | HOME DEPOT DRILL BITS AND SAW | | 110725 | 105611426191.1 | 20243.6240 | | MINOR EQUIPMENT AND FURNITURE | DOUG WOOG ARENA |
| | | 115.96 | HOME DEPOT WINDOW FILM FOR LOC | | 110726 | 010194285978.1 | 10210.6220 | | REPAIR & MAINTENANCE SUPPLIES | POLICE PROTECTION |
| | | 115.96 | HOME DEPOT WINDOW FILM FOR LOC | | 110727 | 010194286034.1 | 10210.6220 | | REPAIR & MAINTENANCE SUPPLIES | POLICE PROTECTION |
| | | 264.00 | HOMER DEPOT LASER LEVEL | | 110728 | 109242229921.1 | 10320.6240 | | MINOR EQUIPMENT AND FURNITURE | PUBLIC WORKS |
| | | 334.27 | EYEMED_DEC 2023 PREMIUM | | 110729 | 788800054706.1 | 10101.2181 | | EYE MED INSURANCE | GENERAL FUND |
| | | 21.19 | AMAZON_PLANNER | | 110730 | 108508613555.1 | 10120.6201 | | OFFICE SUPPLIES | CITY ADMINISTRATION |
| | | 175.00 | IPMA PSHRA MEMBERSHIP | | 110731 | 014000076160.1 | 10125.6471 | | DUES & SUBSCRIPTIONS | HUMAN RESOURCES |
| | | 25.00 | LMC PSHRA-MN CHAPTER DUES | | 110732 | 690538500686.1 | 10125.6471 | | DUES & SUBSCRIPTIONS | HUMAN RESOURCES |
| | | 34.10 | TARGET_EE APPREC | | 110733 | 091008374978.1 | 10125.6430 | | MISCELLANEOUS | HUMAN RESOURCES |
| | | 15.24 | AMAZON-LIGHT BULB | | 110734 | 108372551595.1 | 10340.6220 | | REPAIR & MAINTENANCE SUPPLIES | PARKS FACILITIES AND MTNCE |
| | | 42.86 | AMAZON-SIGNS, FIRE EXT MOUNTS | | 110735 | 100955268413.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 36.75 | AMAZON-OSHA SIGNS FOR BLDG | | 110736 | 101744039437.1 | 10330.6220 | | REPAIR & MAINTENANCE SUPPLIES | BUILDINGS |
| | | 30.13 | AMAZON-LANYARDS,HOLDERS | | 110737 | 102873528421.1 | 10320.6201 | | OFFICE SUPPLIES | PUBLIC WORKS |
| | | 404.64 | AMAZON-HEARING PROTECTION | | 110738 | 105640974203.1 | 10340.6240 | | MINOR EQUIPMENT AND FURNITURE | PARKS FACILITIES AND MTNCE |
| | | 164.84 | AMAZON-BEARINGS,DIGITAL MULTIM | | 110739 | 105554527823.1 | 20245.6220 | | REPAIR & MAINTENANCE SUPPLIES | AIRPORT |
| | | 111.70 | AMAZON-TOOL ORGANIZERS | | 110740 | 109148277305.1 | 10320.6240 | | MINOR EQUIPMENT AND FURNITURE | PUBLIC WORKS |
| | | 100.88- | AMAZON-RETD MULTIMETER | | 110741 | 101346404511.1 | 20245.6220 | | REPAIR & MAINTENANCE SUPPLIES | AIRPORT |
| | | 1,169.90 | AMAZON-MUTT MITTS | | 110742 | 083741031783.1 | 10340.6220 | | REPAIR & MAINTENANCE SUPPLIES | PARKS FACILITIES AND MTNCE |
| | | 3,557.33 | QUICKSERV DMV-REG/PLATES #324 | | 110743 | 001144299391.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 53.07 | AMAZON-SWIVEL MOUNT KITS | | 110744 | 108443781525.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 38.70 | AMAZON-SPRAY BOTTLES | | 110745 | 109109571332.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 250.00 | DAKOTA COUNTY-ROW PERMIT | | 110746 | 286764900018.1 | 50605.6302 | | PROFESSIONAL SERVICES | WATER UTILITY |
| | | 96.12 | 8X8 PHONES JC NM | | 110747 | 100764501418.1 | 50677.6390 | | POSTAGE AND TELEPHONE | NAN MCKAY APT BLDG |
| | | 96.12 | 8X8 PHONES JC NM | | 110748 | 100764501418.2 | 50678.6390 | | POSTAGE AND TELEPHONE | JOHN CARROLL APT BLDG |
| | | 8.79 | AMAZON STYLIST PENS JC NM | | 110749 | 100306342355.1 | 50677.6201 | | OFFICE SUPPLIES | NAN MCKAY APT BLDG |
| | | 8.78 | AMAZON STYLIST PENS JC NM | | 110750 | 100306342355.2 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 11.75 | AMAZON OFFICE SUPPLIES AIR FRE | | 110751 | 101791941220.1 | 50677.6201 | | OFFICE SUPPLIES | NAN MCKAY APT BLDG |
| | | 11.74 | AMAZON OFFICE SUPPLIES AIR FRE | | 110752 | 101791941220.2 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 53.46 | PREMIUM WATER JC NM | | 110753 | 892019589900.1 | 50677.6201 | | OFFICE SUPPLIES | NAN MCKAY APT BLDG |
| | | 53.45 | PREMIUM WATER JC NM | | 110754 | 892019589900.2 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 9.20 | AMAZON INK DATE STAMPER REFILL | | 110755 | 105496721104.1 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 27.17 | QUILL JC OFFICE SUPPLIES CALAN | | 110756 | 105209153512.1 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 17.99 | QUILL JC NM MESSAGE BOOKS | | 110757 | 105536470561.1 | 50677.6201 | | OFFICE SUPPLIES | NAN MCKAY APT BLDG |
| | | 17.99 | QUILL JC NM MESSAGE BOOKS | | 110758 | 105536470561.2 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 44.99 | QUILL NM JC RECEIPT BOOKS | | 110759 | 105210586534.1 | 50677.6201 | | OFFICE SUPPLIES | NAN MCKAY APT BLDG |
| | | 44.99 | QUILL NM JC RECEIPT BOOKS | | 110760 | 105210586534.2 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 360.44 | QUILL OFFICE SUPPLIES BOXES OF | | 110761 | 105530670836.1 | 50678.6201 | | OFFICE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 448.07 | COMCAST NM PHONE AND INTERNE | | 110762 | 107961611833.1 | 50677.6390 | | POSTAGE AND TELEPHONE | NAN MCKAY APT BLDG |

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 |
|---------|----------|--------|--|------|--------|----------------|------------|-----------|-------------------------------|-------------------------------|
| 2024020 | 1/9/2024 | | 6860 WELLS FARGO PURCHASING CARDS | | | | | | Continued... | |
| | | 291.58 | COMCAST JC PHONES & INTERNET | | 110763 | 102349738449.1 | 50678.6390 | | POSTAGE AND TELEPHONE | JOHN CARROLL APT BLDG |
| | | 98.15 | KNOWLANS JC NM STAFF HOLIDAY P | | 110764 | 720203388646.1 | 50677.6430 | | MISCELLANEOUS | NAN MCKAY APT BLDG |
| | | 98.15 | KNOWLANS JC NM STAFF HOLIDAY P | | 110765 | 720203388646.2 | 50678.6430 | | MISCELLANEOUS | JOHN CARROLL APT BLDG |
| | | 962.94 | ECLIPSE MUSIC PS | | 110766 | 900018200014.1 | 20230.6430 | | MISCELLANEOUS | LIBRARY |
| | | 43.41 | MENARDS-STORAGE TOTE | | 110767 | 100589752506.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 29.12 | Returned K9 supplies for 2138 | | 110768 | 884600992025.1 | 10210.6430 | | MISCELLANEOUS | POLICE PROTECTION |
| | | 75.00 | BCA-DMT TRNG 05 | | 110769 | 123364265601.1 | 10210.6331 | | CONFERENCES, TRAINING, TRAVEL | POLICE PROTECTION |
| | | 451.43 | SCHEELS-K9 RILEY TRNSPRT KNL | | 110770 | 797314370015.1 | 20212.6240 | 227589 | MINOR EQUIPMENT AND FURNITURE | GRANTS/DONATIONS POLICE |
| | | 63.93 | FLUEGEL-K9 RILEY FOOD | | 110771 | 105876835410.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 116.76 | FLUEGELS-KENNEL K9 RILEY | | 110772 | 109421363863.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 57.92 | Skate with Santa cookies | | 110773 | 400222955926.1 | 20215.6210 | 227668 | OPERATING SUPPLIES | GRANTS/DONATIONS PARK AND REC |
| | | 100.00 | MREJ AFF HSG CONF REGISTRATION | | 110774 | 083153427506.1 | 20280.6331 | | CONFERENCES, TRAINING, TRAVEL | ECON DEV GENERAL |
| | | 131.45 | MREJ AFFRDBL HSG SUMMIT | | 110775 | 000045404777.1 | 20280.6331 | | CONFERENCES, TRAINING, TRAVEL | ECON DEV GENERAL |
| | | 264.00 | ULI DUES 2024 | | 110776 | 190186417971.1 | 20280.6471 | | DUES & SUBSCRIPTIONS | ECON DEV GENERAL |
| | | 103.76 | RAYALLEN-K9DOUGSUPLYS | | 110777 | 717826729701.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 15.14 | AMZON-K9DOUGKENELSUPPLY | | 110778 | 106663356726.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 39.97 | RAYALLEN-K9DOUG-EXCHANGE | | 110779 | 743861266707.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 101.45 | OFFICE DEPOT ENVELOPES CARD S | | 110780 | 100479233612.1 | 10530.6201 | | OFFICE SUPPLIES | COMMUNITY AFFAIRS |
| | | 36.99 | OFFICE DEPOT NAME TAGS | | 110781 | 200352352493.1 | 10530.6201 | | OFFICE SUPPLIES | COMMUNITY AFFAIRS |
| | | 25.00 | DQ BUILDING ACTIVITES | | 110782 | 400000000032.1 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 25.00 | DQ BUILDING ACTIVITES | | 110783 | 400000000032.2 | 50677.6210 | | OPERATING SUPPLIES | NAN MCKAY APT BLDG |
| | | 12.80 | WALGREENS MONTHLY CALENDAR | | 110784 | 001020334790.1 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 25.00 | HOBBY LOBBY TREE LIGHTING | | 110785 | 200281312565.1 | 10530.6210 | | OPERATING SUPPLIES | COMMUNITY AFFAIRS |
| | | 50.00 | STOCKYARDS TREE LIGHTING | | 110786 | 500789275507.1 | 10530.6210 | | OPERATING SUPPLIES | COMMUNITY AFFAIRS |
| | | 30.99 | OFFICE DEPOT ENVELOPES | | 110787 | 100458746571.1 | 10530.6201 | | OFFICE SUPPLIES | COMMUNITY AFFAIRS |
| | | 11.68 | WELLNESS CAFE PIA MEETING | | 110788 | 029010626840.1 | 10530.6210 | | OPERATING SUPPLIES | COMMUNITY AFFAIRS |
| | | 7.49 | ALDI JC & NM ACTIVITY | | 110789 | 710038791221.1 | 50677.6210 | | OPERATING SUPPLIES | NAN MCKAY APT BLDG |
| | | 7.48 | ALDI JC & NM ACTIVITY | | 110790 | 710038791221.2 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 11.37 | HOBBY LOBBY JC NM ACTIVITY | | 110791 | 200276983629.1 | 50677.6210 | | OPERATING SUPPLIES | NAN MCKAY APT BLDG |
| | | 11.37 | HOBBY LOBBY JC NM ACTIVITY | | 110792 | 200276983629.2 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 5.99 | KNOWLANS JC NM ACTIVITY | | 110793 | 720203171868.1 | 50677.6210 | | OPERATING SUPPLIES | NAN MCKAY APT BLDG |
| | | 5.99 | KNOWLANS JC NM ACTIVITY | | 110794 | 720203171868.2 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 27.59 | AMAZON DOORHANGERS SIGN HOLDE | | 110795 | 102637716563.1 | 10530.6201 | | OFFICE SUPPLIES | COMMUNITY AFFAIRS |
| | | 12.50 | AMAZON DOORHANGERS SIGN HOLDE | | 110796 | 102637716563.2 | 50677.6210 | | OPERATING SUPPLIES | NAN MCKAY APT BLDG |
| | | 12.50 | AMAZON DOORHANGERS SIGN HOLDE | | 110797 | 102637716563.3 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 101.25 | DOLLAR TREE JINGLE GRAMS | | 110798 | 001179627790.1 | 20216.6210 | 227573 | OPERATING SUPPLIES | GRANTS/DONATIONS COMM AFFAIRS |
| | | 12.80 | BACKPACK COUNCIL PRES/ JINGLE | | 110799 | 001179627873.1 | 20216.6210 | 227559 | OPERATING SUPPLIES | GRANTS/DONATIONS COMM AFFAIRS |
| | | 26.94 | BACKPACK COUNCIL PRES/ JINGLE | | 110800 | 001179627873.2 | 20216.6210 | 227573 | OPERATING SUPPLIES | GRANTS/DONATIONS COMM AFFAIRS |
| | | 35.66 | Office supplies for N.Guilliam | | 110801 | 108603752961.1 | 10315.6201 | | OFFICE SUPPLIES | ENGINEERING |

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 |
|----------------|-----------------|----------|--|------|--------|----------------|------------|-----------|-------------------------------|----------------------------|
| 2024020 | 1/9/2024 | | 6860 WELLS FARGO PURCHASING CARDS | | | | | | Continued... | |
| | | 420.00 | 2024 City Eng Conference - K.G | | 110802 | 030028392250.1 | 10315.6331 | | CONFERENCES, TRAINING, TRAVEL | ENGINEERING |
| | | 420.00 | 2024 City Eng Conference and M | | 110803 | 030028392243.1 | 10315.6331 | | CONFERENCES, TRAINING, TRAVEL | ENGINEERING |
| | | 100.00 | 2024 City Eng Conference and M | | 110804 | 030028392243.2 | 10315.6471 | | DUES & SUBSCRIPTIONS | ENGINEERING |
| | | 52.64 | INNOVATIVE LANYRDS CLRX WIPES | | 110805 | 520000001041.1 | 10120.6201 | | OFFICE SUPPLIES | CITY ADMINISTRATION |
| | | 87.50 | VERIFIED CREDNTL BKGRND CKS | | 110806 | 900014805688.1 | 10125.6302 | | PROFESSIONAL SERVICES | HUMAN RESOURCES |
| | | 175.00 | NPELRA 2024MEMBERSHIP | | 110807 | 000042006114.1 | 10125.6471 | | DUES & SUBSCRIPTIONS | HUMAN RESOURCES |
| | | 119.99 | CANVA YEARLY MEMBRSHIP | | 110808 | 000034768767.1 | 10120.6302 | | PROFESSIONAL SERVICES | CITY ADMINISTRATION |
| | | 16.22 | DOLLARTREE TBLCLTHS HOIDAY PRT | | 110809 | 001182773678.1 | 10125.6302 | | PROFESSIONAL SERVICES | HUMAN RESOURCES |
| | | 318.47 | KNOWLANSHOLIDAYLUNCH | | 110810 | 720203534016.1 | 10125.6302 | | PROFESSIONAL SERVICES | HUMAN RESOURCES |
| | | 25.00 | KWIKTRIPHOLIDAYGIFTCARDSPRZES | | 110811 | 691002384326.1 | 10125.6302 | | PROFESSIONAL SERVICES | HUMAN RESOURCES |
| | | 27.99 | INNOVATIVE 2024CALENDRFILL | | 110812 | 520000001824.1 | 10120.6201 | | OFFICE SUPPLIES | CITY ADMINISTRATION |
| | | 2,100.97 | DELL-COMPUTER | | 110813 | 083335682298.1 | 40407.6571 | | COMPUTER HARDWARE | EQUIPMENT ACQUISITION F |
| | | 1,247.98 | CDWG-CAMERAS | | 110814 | 083235324561.1 | 40407.6571 | | COMPUTER HARDWARE | EQUIPMENT ACQUISITION F |
| | | 138.07 | COMCAST-VETS INTERNET | | 110815 | 101454215979.1 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | 1,482.31 | CDWG-LAPTOP | | 110816 | 083215318338.1 | 40407.6571 | | COMPUTER HARDWARE | EQUIPMENT ACQUISITION F |
| | | 468.80 | CDWG-DOCKING STATIONS | | 110817 | 083215318333.1 | 40407.6571 | | COMPUTER HARDWARE | EQUIPMENT ACQUISITION F |
| | | 2,798.09 | CDWG-VIDEO CONF EQUIP | | 110818 | 083193417149.1 | 40402.6571 | | COMPUTER HARDWARE | CAPITAL PROGRAMS FUND |
| | | 898.00 | AMAZON-TV | | 110819 | 083330609673.1 | 40402.6530 | | IMPR OTHER THAN BUILDING | CAPITAL PROGRAMS FUND |
| | | 139.99 | AMAZON-TV MOUNT | | 110820 | 109142707315.1 | 40402.6530 | | IMPR OTHER THAN BUILDING | CAPITAL PROGRAMS FUND |
| | | 234.97 | PANASONIC-COMPUTER REPAIR | | 110821 | 900011116282.1 | 10160.6375 | | OTHER CONTRACTED SERVICES | INFORMATION TECHNOLOGY |
| | | 218.74 | CDWG-TONER | | 110822 | 083123400876.1 | 10160.6210 | | OPERATING SUPPLIES | INFORMATION TECHNOLOGY |
| | | 17.52 | CDWG-FIBER CABLES | | 110823 | 872250467357.1 | 10160.6210 | | OPERATING SUPPLIES | INFORMATION TECHNOLOGY |
| | | 1,064.32 | CDWG-IPAD | | 110824 | 083133427835.1 | 40407.6571 | | COMPUTER HARDWARE | EQUIPMENT ACQUISITION F |
| | | 91.58 | SHRED-IT OCT/NOV 2023 | | 110825 | 026856008070.1 | 50677.6210 | | OPERATING SUPPLIES | NAN MCKAY APT BLDG |
| | | 91.58 | SHRED-IT OCT/NOV 2023 | | 110826 | 026856008070.2 | 50678.6210 | | OPERATING SUPPLIES | JOHN CARROLL APT BLDG |
| | | 212.18 | HOME DEPOT-IMPACT SETS | | 110827 | 101077378905.1 | 10340.6240 | | MINOR EQUIPMENT AND FURNITURE | PARKS FACILITIES AND MTNCE |
| | | 156.50 | KULLY-SENSOR CABLES(RESTROOMS) | | 110828 | 200001412184.1 | 10340.6220 | | REPAIR & MAINTENANCE SUPPLIES | PARKS FACILITIES AND MTNCE |
| | | 473.12 | MENARD MAINT SUP | | 110829 | 100479166218.1 | 50677.6220 | | REPAIR & MAINTENANCE SUPPLIES | NAN MCKAY APT BLDG |
| | | 38.11 | MENARDS MAINT SUP | | 110830 | 100458691298.1 | 50677.6220 | | REPAIR & MAINTENANCE SUPPLIES | NAN MCKAY APT BLDG |
| | | 751.86 | MENARDS MAINTENANCE SUP JC NM | | 110831 | 100458691116.1 | 50677.6220 | | REPAIR & MAINTENANCE SUPPLIES | NAN MCKAY APT BLDG |
| | | 327.85 | HOME DEPOT NM MAINTENANCE SUPP | | 110832 | 101077378673.1 | 50677.6220 | | REPAIR & MAINTENANCE SUPPLIES | NAN MCKAY APT BLDG |
| | | 104.00 | MENARDS MAINT SUPPLIES | | 110833 | 100489096336.1 | 50677.6220 | | REPAIR & MAINTENANCE SUPPLIES | NAN MCKAY APT BLDG |
| | | 426.16 | MENARDS MAINT SUPPLIES FOR JC | | 110834 | 100563422223.1 | 50678.6220 | | REPAIR & MAINTENANCE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 149.01 | HOME DEPOT MAINT SUPPLIES FOR | | 110835 | 010192848309.1 | 50678.6220 | | REPAIR & MAINTENANCE SUPPLIES | JOHN CARROLL APT BLDG |
| | | 472.53 | HOME DEPOT-CEMENT MIXER | | 110836 | 010186154484.1 | 50606.6240 | | MINOR EQUIPMENT AND FURNITURE | SEWER UTILITY |
| | | 14.27 | UPS-WARRANTY SHIPPING CHGS | | 110837 | 850303904559.1 | 50606.6371 | | REPAIRS & MAINT CONTRACTUAL | SEWER UTILITY |
| | | 26.97 | HOME DEPOT-IMPACT BIT SET | | 110838 | 010194327940.1 | 50606.6240 | | MINOR EQUIPMENT AND FURNITURE | SEWER UTILITY |
| | | 108.11 | PARADISE-SQUAD DECON | | 110839 | 500626037466.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 33.65 | TARGET-LAUNDRY DETERGENT | | 110840 | 091016096846.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |

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 |
|----------------|-----------------|----------|--|------|--------|----------------|------------|-----------|-------------------------------|-------------------------------|
| 2024020 | 1/9/2024 | | 6860 WELLS FARGO PURCHASING CARDS | | | | | | Continued... | |
| | | 175.97 | HOME DEPOT-HEAT GUN & IMPACT | | 110841 | 010190320691.1 | 10320.6240 | | MINOR EQUIPMENT AND FURNITURE | PUBLIC WORKS |
| | | 412.54 | ISTATE TRUCK-SWITCH #336 | | 110842 | 939171226131.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 14.99 | ZOOM PREMIUM MEMBERSHIP | | 110843 | 000058101427.1 | 20230.6240 | | MINOR EQUIPMENT AND FURNITURE | LIBRARY |
| | | 12.95 | CANVA MONTHLY SUBSCR. | | 110844 | 000009127697.1 | 20230.6240 | | MINOR EQUIPMENT AND FURNITURE | LIBRARY |
| | | 269.29 | TRAPPED PUZZLE TEAM BLDNG | | 110845 | 000054261458.1 | 20230.6331 | | CONFERENCES, TRAINING, TRAVEL | LIBRARY |
| | | 1,099.00 | AMAZON MACBOOK PROGRAMMING RM | | 110846 | 107405923647.1 | 20230.6240 | | MINOR EQUIPMENT AND FURNITURE | LIBRARY |
| | | 45.99 | AMAZON FRAME FOR LIB ART | | 110847 | 106893533952.1 | 20230.6342 | | PRINTING AND BINDING | LIBRARY |
| | | 137.00 | MN COP-PERMIT TO PURCH CARDS | | 110848 | 178900531686.1 | 10210.6201 | | OFFICE SUPPLIES | POLICE PROTECTION |
| | | 35.03 | VERIZON-DATA | | 110849 | 108938363864.1 | 10210.6390 | | POSTAGE AND TELEPHONE | POLICE PROTECTION |
| | | 46.99 | AMZN-FRIDGE FILTERS | | 110850 | 101754519880.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 702.27 | PROMOTIONS-OUTREACH MATERIAL | | 110851 | 900019123229.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 4,069.57 | PROMOTIONS-OUTREACH MATERIAL | | 110852 | 900010257682.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 374.24 | AMAZON BATT & EAR SETS | | 110853 | 100272243980.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 48.00 | AMZN-SHARPIE PENS | | 110854 | 100566921449.1 | 10210.6201 | | OFFICE SUPPLIES | POLICE PROTECTION |
| | | 144.17 | AMZN-MISC OFFICE SUPPLIES | | 110855 | 102117419559.1 | 10210.6201 | | OFFICE SUPPLIES | POLICE PROTECTION |
| | | 38.92 | AMZN-BAGS & STICKY NOTES | | 110856 | 101083066720.1 | 10210.6201 | | OFFICE SUPPLIES | POLICE PROTECTION |
| | | 306.36 | AMZN MISC -OFFICE SUPPLIES | | 110857 | 102149970629.1 | 10210.6201 | | OFFICE SUPPLIES | POLICE PROTECTION |
| | | 104.97 | AMZN-CLEANER, CABLES | | 110858 | 101588274760.1 | 10210.6201 | | OFFICE SUPPLIES | POLICE PROTECTION |
| | | 344.64 | AMZN-WOUND CLOT MED SUPPLY | | 110859 | 108520384797.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 22.67 | AMZN-CLICKER & LEASH-K9 RILEY | | 110860 | 103284765435.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 190.00 | IACP-DUES 02 | | 110861 | 690358160520.1 | 10210.6471 | | DUES & SUBSCRIPTIONS | POLICE PROTECTION |
| | | 177.51 | BLUE9-K9 RILEY PLACEBOARD | | 110862 | 000031930541.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 35.00 | AKC-REGISTRATION-K9 RILEY | | 110863 | 027897219047.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 8.62 | AMZN-RETURN | | 110864 | 103882039170.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 465.00 | INTOX-PBT & DATA MOUTPIECES | | 110865 | 207567800319.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 92.70 | BKGHOTEL-REIMBURSE | | 110866 | 719839329781.1 | 10210.6331 | | CONFERENCES, TRAINING, TRAVEL | POLICE PROTECTION |
| | | 230.07 | BUCA-HOLIDAY MEAL | | 110867 | 000005703177.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 300.00 | CONT ED CREDITS | | 110868 | 026409128222.1 | 10410.6331 | | CONFERENCES, TRAINING, TRAVEL | DEVELOPMENT SERVICES |
| | | 199.75 | ACME TOOLS-TABLE SAW | | 110869 | 091945000251.1 | 10340.6240 | | MINOR EQUIPMENT AND FURNITURE | PARKS FACILITIES AND MTNCE |
| | | 125.03 | COURTYARD-HOTEL ROOM-TRAINING | | 110870 | 102008037783.1 | 10320.6331 | | CONFERENCES, TRAINING, TRAVEL | PUBLIC WORKS |
| | | 2,153.80 | DAKOTA CTY LUMBER-CABINETS | | 110871 | 872222254313.1 | 20215.6520 | 227673 | BUILDINGS AND STRUCTURE | GRANTS/DONATIONS PARK AND REC |
| | | 59.94 | MNRDS LGHT BLBS | | 110872 | 100560679440.1 | 20245.6220 | | REPAIR & MAINTENANCE SUPPLIES | AIRPORT |
| | | 260.85 | VAN PAPER BTHRM SPPLS | | 110873 | 900015510507.1 | 20245.6210 | | OPERATING SUPPLIES | AIRPORT |
| | | 144.85 | COMCAST DEC INTERNET | | 110874 | 109753548353.1 | 20245.6390 | | POSTAGE AND TELEPHONE | AIRPORT |
| | | 225.00 | PDI FUEL SYSTM WIFI SEC | | 110875 | 847000021305.1 | 20245.6390 | | POSTAGE AND TELEPHONE | AIRPORT |
| | | 103.00 | DEC MN FLYER AD | | 110876 | 851502480018.1 | 20245.6341 | | ADVERTISING | AIRPORT |
| | | 324.61 | A&J OUTDOOR-VALVE KIT,CONNECTO | | 110877 | 030102828055.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 1,100.00 | COPJOT-PENS | | 110878 | 188292264256.1 | 10210.6210 | | OPERATING SUPPLIES | POLICE PROTECTION |
| | | 1,965.00 | MNCHIEFS-ETI 01,02,07 | | 110879 | 171400659291.1 | 10210.6331 | | CONFERENCES, TRAINING, TRAVEL | POLICE PROTECTION |

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 |
|----------------|------------------|-----------|--|------|--------|----------------|------------|-----------|-------------------------------|-------------------------------|
| 2024020 | 1/9/2024 | | 6860 WELLS FARGO PURCHASING CARDS | | | | | | Continued... | |
| | | 4,624.30 | AT&T-CELL AND DATA | | 110880 | 812438084783.1 | 10210.6390 | | POSTAGE AND TELEPHONE | POLICE PROTECTION |
| | | 9.78 | TARGET - HOLE PUNCHERS | | 110881 | 091008145406.1 | 20243.6201 | | OFFICE SUPPLIES | DOUG WOOG ARENA |
| | | 6.36 | KWIK TRIP - CONCESSION RESALE | | 110882 | 691000379919.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 387.10 | SAMS CLUB - CONCESSIONS | | 110883 | 400208315882.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 30.93 | MENARDS-CHRISTMAS DECO | | 110884 | 100657597886.1 | 20243.6210 | | OPERATING SUPPLIES | DOUG WOOG ARENA |
| | | 26.88 | MENARDS-LIGHTS | | 110885 | 100560668476.1 | 20243.6210 | | OPERATING SUPPLIES | DOUG WOOG ARENA |
| | | 45.70 | SAMS CLUB - CONCESSIONS | | 110886 | 400219186088.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 15.58 | SAMS CLUB - CONCESSIONS | | 110887 | 360772125512.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 34.17 | AMAZON-MAGNETS | | 110888 | 102912385312.1 | 20243.6201 | | OFFICE SUPPLIES | DOUG WOOG ARENA |
| | | 1,159.04 | NEVCO-SCOREBOARD LIGHTS | | 110889 | 263398100765.1 | 20243.6220 | | REPAIR & MAINTENANCE SUPPLIES | DOUG WOOG ARENA |
| | | 178.84 | SAMS CLUB-CONCESSIONS | | 110890 | 400215963964.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 279.08 | SAMS CLUB-CONCESSIONS | | 110891 | 360805204717.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 56.07 | GETSLING-MO SCHEDULING SRVC | | 110892 | 000056556777.1 | 20243.6375 | | OTHER CONTRACTED SERVICES | DOUG WOOG ARENA |
| | | 54.78 | AMAZON-CONCESSION CONDIMENTS | | 110893 | 108981134805.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 52.80 | 2023-AMAZON - CONC RESALE | | 110894 | 083753567184.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 135.22 | 2023-COMCAST-CABLE | | 110895 | 101594704160.1 | 20243.6375 | | OTHER CONTRACTED SERVICES | DOUG WOOG ARENA |
| | | 561.24 | 2023-SAMS CLUB-CONC RESALE | | 110896 | 400242305147.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 175.87 | 2023-COSTCO-CONC RESALE | | 110897 | 898000058382.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 216.10 | 2023-SAMS CLUB-CONC RESALE | | 110898 | 400254873525.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 281.00 | 2023-COSTCO-CONC RESALE | | 110899 | 898000038540.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 235.54 | 2023-SAMS CLUB-CONC RESALE | | 110900 | 400008647027.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 12.94 | 2023-HOME DEPOT-TRAPS | | 110901 | 010194329151.1 | 20243.6210 | | OPERATING SUPPLIES | DOUG WOOG ARENA |
| | | 319.92 | 2023-HOME DEPOT-BANQ TBLs | | 110902 | 105890204882.1 | 20243.6240 | | MINOR EQUIPMENT AND FURNITURE | DOUG WOOG ARENA |
| | | 159.96 | 2023-HOME DEPOT-BANQ TBLs | | 110903 | 010188281844.1 | 20243.6240 | | MINOR EQUIPMENT AND FURNITURE | DOUG WOOG ARENA |
| | | 190.60 | 2023-SAMS CLUB-CONC RESALE | | 110904 | 400306889039.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 15.76 | 2023-WALMART-CONC RESALE | | 110905 | 091002588530.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 35.97 | 2023-MENARDS-BINS | | 110906 | 100456409420.1 | 20243.6210 | | OPERATING SUPPLIES | DOUG WOOG ARENA |
| | | 153.30 | 2023-SAMS CLUB-CONC RESALE | | 110907 | 400206702425.1 | 20243.6250 | | MERCHANDISE FOR RESALE | DOUG WOOG ARENA |
| | | 109.90 | ABSOLUTE TRAILER-JACK & PAD | | 110908 | 500623365604.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 47.30 | ISTATE TRUCK-HOSES #336 | | 110909 | 939171225950.1 | 60703.6220 | | REPAIR & MAINTENANCE SUPPLIES | CENTRAL GARAGE FUND |
| | | 40.00 | MRPA MASS MEM | | 110910 | 207721200135.1 | 10520.6471 | | DUES & SUBSCRIPTIONS | PARKS ADMINISTRATION |
| | | 158.96 | METRO LIGHT FOR SKATE EVENT | | 110911 | 300834912143.1 | 20215.6210 | 227668 | OPERATING SUPPLIES | GRANTS/DONATIONS PARK AND REC |
| | | 79.74 | AMAZON LABELS | | 110912 | 083717832466.1 | 10520.6201 | | OFFICE SUPPLIES | PARKS ADMINISTRATION |
| | | 54,240.17 | | | | | | | | |
| 2024021 | 1/26/2024 | | 1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER | | | | | | | |
| | | 30.91 | | | 110716 | 012424857175 | 10101.2170 | | ACCRUED PAY DED PAYABLE | GENERAL FUND |
| | | 717.12 | | | 110717 | 012424857176 | 10101.2170 | | ACCRUED PAY DED PAYABLE | GENERAL FUND |
| | | 46.14 | | | 110718 | 012424857177 | 10101.2170 | | ACCRUED PAY DED PAYABLE | GENERAL FUND |
| | | 249.19 | | | 110719 | 012424857178 | 10101.2170 | | ACCRUED PAY DED PAYABLE | GENERAL FUND |

CITY OF SOUTH ST PAUL
 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 |
|----------------|------------------|---------------------|---|------|--------|--------------|------------|-----------|----------------------------|-------------------------|
| 2024031 | 2/1/2024 | | 2200 PERA | | | | | | Continued... | |
| | | 566.51 | | | 110922 | 012924713265 | 10101.2174 | | PERA | GENERAL FUND |
| | | <u>566.51</u> | | | | | | | | |
| 2024032 | 2/1/2024 | | 1338 EFTPS | | | | | | | |
| | | 117.05 | | | 110918 | 012924713261 | 10101.2171 | | FEDERAL WITHHOLDING | GENERAL FUND |
| | | 822.48 | | | 110919 | 012924713262 | 10101.2173 | | FICA TAX WITHHOLDING | GENERAL FUND |
| | | <u>939.53</u> | | | | | | | | |
| 2024033 | 2/1/2024 | | 2013 MINNESOTA REVENUE (C) | | | | | | | |
| | | 56.04 | | | 110920 | 012924713263 | 10101.2172 | | STATE WITHHOLDING | GENERAL FUND |
| | | <u>56.04</u> | | | | | | | | |
| 2024034 | 1/29/2024 | | 10755 OPTUM | | | | | | | |
| | | 5.79 | FSA REIMB-HEALTH-2024 | | 111003 | 491192215 | 10101.2179 | | FLEXIBLE BENEFIT PLAN | GENERAL FUND |
| | | 23.26 | HRA REIMBURSEMENT 2024 | | 111003 | 491192215 | 70805.6131 | | EMPLOYEE HRA REIMBURSEMENT | EMPLOYEE HEALTH REIMBUR |
| | | <u>29.05</u> | | | | | | | | |
| 2024035 | 1/31/2024 | | 8517 BOND TRUST SERVICES CORPORATION | | | | | | | |
| | | 370,000.00 | 2012A P&I PAYMENTS | | 111004 | 84488 | 30318.6601 | | BOND PRINCIPAL | 2012 GO LOCAL IMP BONDS |
| | | 16,962.50 | 2012A P&I PAYMENTS | | 111004 | 84488 | 30318.6611 | | BOND INTEREST | 2012 GO LOCAL IMP BONDS |
| | | 100,000.00 | 2014A P&I PAYMENTS | | 111005 | 84489 | 50605.6601 | | BOND PRINCIPAL | WATER UTILITY |
| | | 11,300.00 | 2014A P&I PAYMENTS | | 111005 | 84489 | 50605.6611 | | BOND INTEREST | WATER UTILITY |
| | | 90,000.00 | 2014A P&I PAYMENTS | | 111005 | 84489 | 50610.6601 | | BOND PRINCIPAL | STORM WATER UTILITY |
| | | 10,200.00 | 2014A P&I PAYMENTS | | 111005 | 84489 | 50610.6611 | | BOND INTEREST | STORM WATER UTILITY |
| | | 325,000.00 | 2014B P&I PAYMENTS | | 111006 | 84490 | 30320.6601 | | BOND PRINCIPAL | 2014B GO PARK BONDS |
| | | 71,137.50 | 2014B P&I PAYMENTS | | 111006 | 84490 | 30320.6611 | | BOND INTEREST | 2014B GO PARK BONDS |
| | | 145,000.00 | 2015B P&I PAYMENTS | | 111007 | 84491 | 30321.6601 | | BOND PRINCIPAL | 2015B GO PARK BONDS |
| | | 32,581.25 | 2015B P&I PAYMENTS | | 111007 | 84491 | 30321.6611 | | BOND INTEREST | 2015B GO PARK BONDS |
| | | 340,000.00 | 2017B P&I PAYMENTS | | 111008 | 84492 | 30323.6601 | | BOND PRINCIPAL | 2017B GO BONDS |
| | | 36,375.00 | 2017B P&I PAYMENTS | | 111008 | 84492 | 30323.6611 | | BOND INTEREST | 2017B GO BONDS |
| | | 380,000.00 | 2019A P&I PAYMENTS | | 111009 | 84493 | 30324.6601 | | BOND PRINCIPAL | 2019A GO BONDS |
| | | 94,825.00 | 2019A P&I PAYMENTS | | 111009 | 84493 | 30324.6611 | | BOND INTEREST | 2019A GO BONDS |
| | | <u>2,023,381.25</u> | | | | | | | | |
| | | <u>5,452,613.94</u> | Grand Total | | | | | | | |

Payment Instrument Totals

| | |
|-----------------|------------------|
| Checks | 2,840,321.36 |
| EFT Payments | 2,514,489.38 |
| A/P ACH Payment | <u>97,803.20</u> |
| Total Payments | 5,452,613.94 |



CITY COUNCIL AGENDA REPORT
DATE: FEBRUARY 5, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-C

AGENDA ITEM: Business Licenses

ACTION TO BE CONSIDERED:

Motion to adopt attached list, approving Business Licenses.

OVERVIEW:

Municipal Code requires that all licenses are approved by the City Council and subject to submittal of insurance certificates, forms and background investigation, when required, prior to issuance.

The attached listing contains new and/or renewal applications which have been applied for since the last City Council Meeting. These licenses will expire as indicated on the attached report.

SOURCE OF FUNDS:

N/A

City of South St Paul City Council Report

| <u>ID</u> | <u>Company</u> | <u>License #</u> | <u>License Type</u> | <u>Status</u> | <u>Issued</u> | <u>Expires</u> | <u>Address</u> | <u>Complex</u> | <u>Council</u> |
|-----------|-----------------------|------------------|---------------------|---------------|---------------|----------------|-----------------|----------------|----------------|
| 15562 | Brittany Jane Simonet | 00014254 | Rental Housing | P | 01/24/2024 | 05/31/2024 | 644 12th Ave N | | 02/05/2024 |
| 15563 | Pthaus LLC | 00014258 | Rental Housing | P | 01/26/2024 | 05/31/2024 | 320 14th Ave S | | 02/05/2024 |
| 14829 | Margaret Orr | 00014257 | Rental Housing | P | 01/25/2024 | 05/31/2024 | 1950 Butler Ave | | 02/05/2024 |



City Council Agenda
Date: February 5, 2024
Department: Public Works
Prepared by: Howie Steenberg
Administrator: RG

8-D

Agenda Item: Purchase 2 Zero Turn Mowers from Midwest Machinery Co.

Action to be considered:

Motion to approve the purchase of a John Deere Z950R ZTrak and a Q820M Quick Trak Commercial Riding Mowers from Midwest Machinery Co. in the amount of \$29,405.50.

Overview:

The 2024 Central Garage fund has \$40,000 for the replacement of our current Unit QT1-18 stand up mower and Unit ZR4-19 John Deere Zero Turn mowers. These mowers are used by the Parks Department throughout the summer months for park/ball field mowing and many miscellaneous public properties as well throughout the City and are heavily relied upon for turf maintenance.

Staff have spent time reading specs, talking with various dealer representatives, and evaluating equipment needs. Staff are suggesting the purchase of two zero turn commercial mowers. Staff feel that the Zero Turn mowers are the most efficient use of time and money and are very reliable.

The two John Deere Zero Turn Commercial mowers will be purchased under the Sourcewell Grounds Maintenance contract formerly (National Joint Purchasing Agreement) for the purchase price of \$29,405.50.

Contract #031121-DAC (PG NB CG 70)

The current John Deere 2018 and 2019 model year mowers will be sold at State auction sometime after the arrival of new mowers. Staff is recommending the purchase of two replacement model year 2024 John Deere Z950R and Q820M Zero Turn Commercial Mowers from Midwest Machinery Co. in the amount of \$29,405.50.

Source of Funds:

2021 Capital Improvement Program (CIP) Central Garage Fund

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:**Speirs Bruce**

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033

Tel: 651-437-7747

Mobile Phone: 651-319-2547

Fax: 651-437-3483

Email: bspeirs@mmcj.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
 12040 Point Douglas Dr South
 Hastings, MN 55033
 651-437-7747
 sales@mmcjd.com

Quote Summary
Prepared For:

CITY OF SOUTH ST PAUL
 400 RICHMOND ST E
 SOUTH SAINT PAUL, MN 55075
 Business: 651-554-3225
 Mobile: 651-554-3225
 mblair@southstpaul.org

Delivering Dealer:

Midwest Machinery Co.
 Speirs Bruce
 12040 Point Douglas Dr South
 Hastings, MN 55033
 Phone: 651-437-7747
 Mobile: 651-319-2547
 bspeirs@mmcjd.com

Quote ID: 30218067
Created On: 11 January 2024
Last Modified On: 12 January 2024
Expiration Date: 25 January 2024

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|--|----------------|----------------|-----|---------------------|
| JOHN DEERE Z950R ZTrak | \$ 19,458.53 | \$ 14,983.07 X | 1 = | \$ 14,983.07 |
| Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) | | | | |
| Price Effective Date: January 10, 2024 | | | | |
| JOHN DEERE MCS DFS HOPPER, 9.6 Bushel Dump From Seat | \$ 5,962.62 | \$ 4,591.22 X | 1 = | \$ 4,591.22 |
| Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) | | | | |
| Price Effective Date: January 10, 2024 | | | | |
| JOHN DEERE Q820M Commercial QuikTrak M Series | \$ 12,767.80 | \$ 9,831.21 X | 1 = | \$ 9,831.21 |
| Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) | | | | |
| Price Effective Date: January 11, 2024 | | | | |
| Equipment Total | | | | \$ 29,405.50 |

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 29,405.50
 Trade In
 SubTotal **\$ 29,405.50**
 Est. Service \$ 0.00
 Agreement Tax

Salesperson : X _____

Accepted By : X _____



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

| | |
|--------------------|---------------------|
| Total | \$ 29,405.50 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 29,405.50 |

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 30218067 Customer Name: CITY OF SOUTH ST PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

JOHN DEERE Z950R ZTrak

Hours: **Suggested List ***
Stock Number: **\$ 19,458.53**
Contract: Sourcewell Grounds Maintenance 031121-DAC **Selling Price ***
(PG NB CG 70) **\$ 14,983.07**
Price Effective Date: January 10, 2024

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 2195TC | Z950R ZTrak | 1 | \$ 18,099.00 | 23.00 | \$ 4,162.77 | \$ 13,936.23 | \$ 13,936.23 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States/Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1036 | 24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1505 | 60 In. Mulch On Demand Mower Deck | 1 | \$ 1,100.00 | 23.00 | \$ 253.00 | \$ 847.00 | \$ 847.00 |
| 2093 | Fully Adjustable Suspension Seat with Armrests (24" High Back) | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 1,100.00 | | \$ 253.00 | \$ 847.00 | \$ 847.00 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BUC11306 | Trash Receptacle Kit | 1 | \$ 259.53 | 23.00 | \$ 59.69 | \$ 199.84 | \$ 199.84 |
| Dealer Attachments Total | | | \$ 259.53 | | \$ 59.69 | \$ 199.84 | \$ 199.84 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 19,458.53 | | \$ 4,475.46 | \$ 14,983.07 | \$ 14,983.07 |

JOHN DEERE MCS DFS HOPPER, 9.6 Bushel Dump From Seat

Selling Equipment

Quote Id: 30218067 Customer Name: CITY OF SOUTH ST PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

| Equipment Notes: | | | | | | | Suggested List * |
|---|---|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| Hours: | | | | | | | \$ 5,962.62 |
| Stock Number: | | | | | | | Selling Price * |
| Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) | | | | | | | \$ 4,591.22 |
| Price Effective Date: January 10, 2024 | | | | | | | |
| * Price per item - includes Fees and Non-contract items | | | | | | | |
| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
| 0793TC | MCS DFS HOPPER, 9.6 Bushel Dump From Seat | 1 | \$ 4,966.00 | 23.00 | \$ 1,142.18 | \$ 3,823.82 | \$ 3,823.82 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2900 | Blower, Weight Bracket, and Mounting Frame Kit | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 3544 | Boot Kit Mulch on Demand Decks (48 In., 54 In., 60 In.) | 1 | \$ 491.00 | 23.00 | \$ 112.93 | \$ 378.07 | \$ 378.07 |
| Standard Options Total | | | \$ 491.00 | | \$ 112.93 | \$ 378.07 | \$ 378.07 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| UC13263 | Quik-Tatch Weight, 42 lb (19 kg) | 6 | \$ 84.27 | 23.00 | \$ 19.38 | \$ 389.34 | \$ 389.34 |
| Dealer Attachments Total | | | \$ 505.62 | | \$ 116.28 | \$ 389.34 | \$ 389.34 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 5,962.62 | | \$ 1,371.39 | \$ 4,591.23 | \$ 4,591.23 |

JOHN DEERE Q820M Commercial QuikTrak M Series

| Equipment Notes: | | | | | | | Suggested List * |
|---|--|--|--|--|--|--|-------------------------|
| Hours: | | | | | | | \$ 12,767.80 |
| Stock Number: | | | | | | | Selling Price * |
| Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70) | | | | | | | \$ 9,831.21 |
| Price Effective Date: January 11, 2024 | | | | | | | |
| * Price per item - includes Fees and Non-contract items | | | | | | | |

Selling Equipment

Quote Id: 30218067 Customer Name: CITY OF SOUTH ST PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
 12040 Point Douglas Dr South
 Hastings, MN 55033
 651-437-7747
 sales@mmcjd.com

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|--|-----|---------------------|-----------|--------------------|--------------------|-------------------------|
| 23C0TC | Q820M Commercial QuikTrak M Series | 1 | \$ 12,349.00 | 23.00 | \$ 2,840.27 | \$ 9,508.73 | \$ 9,508.73 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States/Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1031 | 22x10.50-12 Pneumatic Tire | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1500 | 48" Deck | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| TCB10952 | Mulch Kit (1219.2-mm (48-in.) 7Iron, 7Iron II and 7Iron PRO) | 1 | \$ 418.80 | 23.00 | \$ 96.32 | \$ 322.48 | \$ 322.48 |
| Dealer Attachments Total | | | \$ 418.80 | | \$ 96.32 | \$ 322.48 | \$ 322.48 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Total Selling Price | | | \$ 12,767.80 | | \$ 2,936.59 | \$ 9,831.21 | \$ 9,831.21 |

Extended Repair Plan Proposal
PowerGard™ Protection Plan Residential
Date : January 12, 2024

| Machine/Use Information | | Plan Description | Price | |
|-------------------------|-------------------|------------------|--------------|---------|
| Manufacturer | JOHN DEERE | Plan Type: | Deductible: | |
| Equipment Type | Z950R GAS | Coverage: | Quoted Price | \$ 0.00 |
| Model | Z950R GAS | Total Months: | | |
| | | Total Hours: | | |

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:
I have been offered this coverage and

 Customer Name - Please Print

 I ACCEPT the Residential plan

 I DECLINE the Residential plan

 Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is not a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

Date : January 12, 2024

| Machine/Use Information | | Plan Description | Price | |
|-------------------------|-------------------------|------------------|--------------|---------|
| Manufacturer | JOHN DEERE | Plan Type: | Deductible: | |
| Equipment Type | MOWER, 820M QUIKTRAK | Coverage: | Quoted Price | \$ 0.00 |
| Model | MOWER, 820M QUIKTRAK | Total Months: | | |
| | | Total Hours: | | |

THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is offered only early during the Deere basic warranty period and has no surcharges. After this period, DELAYED PURCHASE pricing (surcharged) is offered later during the John Deere Basic Warranty. Many PowerGard quotes presented in the Delayed Purchase Period will require inspection/certification process and must also past fluid testing. The Total Months and Total Hours listed above include the John Deere Basic Warranty terms (24 months / 2000 hours on Tractors, 24 months on Golf & Turf Products, 12 months for all AG Harvesting and Sprayer equipment, and 12 months/1000 hours on most Gator Utility Vehicles). "Limited" Plan coverage = Engine & Powertrain only. "Comprehensive" Plan coverage = Full Machine.

Proposal Prepared for:

I have been offered this coverage and

Customer Name - Please Print

I ACCEPT the Residential plan

I DECLINE the Residential plan

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard™ Protection plan Residential coverage, please refer to the terms and conditions on John Deere's public website(www.JohnDeere.com) under Services & Support >Warranty > Extended Warranties > PowerGard protection plan Residential.

PowerGard™ Protection Plan Residential (Residential plan) is:

The PowerGard™ Protection Plan Residential is an extended repair plan that provides parts and labor coverage up to four years beyond the manufacturer's warranty. It is available on all riding lawn equipment, zero-turn radius mowers, utility vehicles, utility tractors and compact utility tractors. Your John Deere equipment will be in the hands of qualified, certified technicians from John Deere dealers using Genuine John Deere Parts.

Not covered under a Residential plan:

Residential plans do not cover routine maintenance services or items normally designed to be replaced by the purchaser due to normal wear and tear. They do not cover any product used for commercial or rental applications. They also do not cover repairs for damage from accident, misuse, fire, theft, or exposure to weather conditions such as lightning, hail, flood or water. See the actual PowerGard™ Protection Plan Residential Terms and Conditions for a complete listing of coverage, and limitations and conditions under the program.

Benefits of a Residential plan:

- Offer the choice of adding up to 4 years of repair coverage beyond the machine's factory warranty.
- Do not require preapproval before repairs are made by the authorized John Deere dealership.
- Is transferable by the original purchaser for the balance of the original agreement period.
- Ensures higher resale value and makes equipment more marketable during sale or trade-in.
- Comprehensive Plans:
 - No deductibles and no out-of-pocket costs on covered repairs.
 - Free transportation for factory warranty and extended repair plan repairs for the term of the plan (Note: A surcharge may apply for machines located outside of the dealership's normal service area).
- Limited Powertrain Plans:
 - Low deductibles on covered repairs
 - Do not provide transportation coverage



CITY COUNCIL AGENDA REPORT
DATE: February 5, 2024
DEPARTMENT: IT
Prepared by: Ian Hardie
ADMINISTRATOR: RG

8-E

AGENDA ITEM: Purchase of Scheduled Replacement Computers and IT Equipment

ACTION TO BE CONSIDERED:

Authorize the scheduled purchase of replacement computers and related equipment.

OVERVIEW:

As a general practice, IT tries to replace the computer inventory in the individual departments en masse and on a rotating basis. In keeping with the equipment replacement schedule, the computers for City Hall. The city will be replacing 30 computers, 10 Wifi Access Points, Council IT upgrades, 7 Copiers and 6 large printers with a total cost of \$132,000.

SOURCE OF FUNDS: IT Budget



CITY COUNCIL AGENDA REPORT
DATE: February 5, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-F

AGENDA ITEM: City of South St. Paul Emergency Operations Plan - 2024

ACTION TO BE CONSIDERED:

Adopt Resolution 2024-016 Approving the City of South St. Paul Emergency Operations Plan-2024.

OVERVIEW:

South St. Paul is subject to major emergencies and disasters that can pose a significant threat to public safety and/or health. These events include natural disasters, technological hazards, civil emergencies, and national security events. An Emergency Operations Plan is needed to enable the city to operate and carry out emergency functions and to protect the public (and, in some cases, the environment) from the effects of the above-mentioned hazards.

The City of South St. Paul first adopted its all-hazard Emergency Response Plan in 1986. That plan was revised in 1991 and underwent a complete revision in 2001. The 2001 version was adopted by the City Council on December 3, 2001. Since then, there have been several additions, revisions and updates incorporated into the Plan. In 2010, the Plan was completely rewritten again and named the Emergency Operations Plan. In 2013, the city entered a partnership with Dakota County Emergency Management to assist with updating and maintaining our Emergency Operations Plan. Together we worked with the cities of West St. Paul, Inver Grove Heights, and Mendota Heights to work cooperatively with our Emergency Operations Plans so we could easily work together in the event of a major emergency or disaster.

The Emergency Operations Plan is Security Information which is classified as nonpublic data under Minnesota State Statutes and as such the plan is not included with this agenda report. The plan can be physically reviewed during normal business hours in the police department and will be shared with you separate from this agenda report in advance of this meeting.

The South St. Paul City Code, Section 22-21(b), requires the City's Emergency Management Director to prepare a comprehensive general plan for emergency management of the City and to present the plan to the City Council for approval by Resolution.

SOURCE OF FUNDS:

2024 Police Protection Budget

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-016

APPROVAL OF THE SOUTH ST. PAUL EMERGENCY OPERATIONS PLAN-2024

WHEREAS, The City of South St. Paul recognizes that tornados, floods, blizzards and other natural disasters can affect the City of South St. Paul; and

WHEREAS, The City also recognizes that major disasters such as train wrecks, aircraft crashes, explosions, pipeline failures, hazardous material releases, national security events, disease outbreaks and other emergencies pose potential threats to public health and safety in South St. Paul and its surrounding area; and

WHEREAS, The City Code of the City of South St. Paul, Section 22-21(b), requires the City's emergency management director prepare a comprehensive general plan for emergency management of the City and present the plan to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED: by the City Council of the City of South St. Paul, Minnesota, the South St. Paul Emergency Operations Plan-2024 is approved.

Adopted this 5th day of February, 2024.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: February 5, 2024

DEPARTMENT: Nick Guilliams, City Engineer

ADMINISTRATOR: RG

8-G

AGENDA ITEM: Amendment to Professional Services Agreement with SRF Consulting Group for the Wakota Scenic Trailhead Project

ACTION TO BE CONSIDERED:

Approve amendment to the professional services agreement with SRF Consulting Group for the Wakota Scenic Trailhead Project.

OVERVIEW:

On May 2, 2023 the City entered into a professional services agreement with SRF Consulting Group for design and construction administration services for the Wakota Scenic Trailhead Project. Construction began in the Spring of 2023 and is currently ongoing.

Delays in construction due to unforeseen conditions, including buried foundations from the old wastewater treatment plant and material delays, have caused the construction of the Wakota Scenic Trailhead to extend into 2024, seven months beyond the completion date. Additional project coordination will be required to facilitate completion of the project, oversee the final phases of site and building construction and to complete the project closeout process. SRF Consulting Group is requesting an amendment in a not to exceed amount of \$12,000 for additional construction administration services. Dakota County has agreed to a 50% cost share for work completed under this amendment.

RECOMMENDATION:

Approve amendment to professional services agreement with SRF Consulting Group for the Wakota Scenic Trailhead Project for a not to exceed amount of \$12,000.

SOURCE OF FUNDS:

Funding is available from Capital Program Funds in the amount of \$6,000 with matching funds from Dakota County.



14579.00

January 26, 2024

Nick Guilliams, PE
City Engineer
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

Subject: Amendment Number 3 Proposal for Professional Services for South St. Paul Wakota
Scenic Trailhead Design

Dear Nick Guilliams:

This Amendment Number 3 (the "Amendment") is issued under Professional Services Agreement entered on May 3, 2021, by and between the City of South St. Paul and SRF Consulting Group, Inc.

Additional Services

Delays in construction due to unforeseen circumstances, including buried foundations from old buildings and material delays, have caused the construction of the Wakota Trailhead to extend into 2024, seven months beyond the original completion date. Additional project coordination will be required to facilitate completion of the project to oversee the final phases of site and building construction and to complete the project closeout process with the City and MnDOT State Aid. The additional project coordination is estimated to cost \$12,000.00. The additional services requested will allow SRF to complete the construction administration services portion of the original contract.

Additional Costs

The Services performed by SRF under this Amendment shall not exceed \$12,000.00, including the project costs, subcontractor fees, and reimbursable expenses (the "Amendment Maximum"). Notwithstanding any provision to the contrary, the total compensation payable to SRF for all services and expenses under this Agreement shall not exceed \$222,659.00 (the "Contract Maximum").

Standard Terms and Conditions

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the Terms and Conditions of the Original Agreement and any previous amendments remain in full force and effect.

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010

Equal Employment Opportunity / Affirmative Action Employer

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is scrosby@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Stewart Crosby, PLA, ASLA
Senior Project Manager

SC/KG/as



Ken Grieshaber, PLA, ASLA
Project Director

Approved: South St. Paul

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal



CITY COUNCIL AGENDA REPORT
DATE: February 5, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-H

AGENDA ITEM: Declaring Certain City Property Surplus and Approving Donation

ACTION TO BE CONSIDERED:

Motion to approve Resolution 2024 – 017 declaring certain City property as surplus and approving donation of the surplus property.

OVERVIEW:

As part of normal Police Department operations, staff regularly take property into our property system through a variety of sources (evidence, abandoned, safekeeping, etc.). Pursuant to court order and departmental policy, when this property is removed from our system, it is returned to the owner when applicable, and when that cannot happen, disposed of in a manner consistent with the city code. Much of this property has little or no monetary value and investing staff time in a public auction for this property with limited value is counterproductive.

In past years, the Police Department has donated property deemed to have limited value to Neighbors, Inc., a non-profit, social-service agency located in South St. Paul, which provides emergency assistance and supportive assistance programs to low-income community members in the northern Dakota County communities of Inver Grove Heights, South St. Paul, West St. Paul, Mendota Heights, Mendota, Sunfish Lake, and Lilydale. Neighbors Inc. will use any donated property to either donate or sell to community members in need.

The attached resolution 2024– 017 authorizes the South St. Paul Police Department to donate the surplus property to Neighbors, Inc., or any other non-profit organization willing to accept the property.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-017

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

WHEREAS, the South St. Paul Police Department has surplus property from its property room which needs to be disposed of as it no longer has any evidentiary value and the statutorily required retention period has been met; and

WHEREAS, in order to sell the property while following government guidelines, the Police Department will have to assign more staff hours and incur more costs than it will be able to recover from any such sale; and

WHEREAS, Neighbors, Inc., a non-profit, social-service agency located in South St. Paul, is willing to accept some of the property which they will donate or sell to community members using any profits to fund their community support programs; and

WHEREAS, the Police Department remains fiscally responsible, and a charitable organization is able to financially benefit from this donation.

NOW, THEREFORE, BE IT RESOLVED the property from the Police Department's property room which no longer holds any evidentiary value, and where the statutorily required retention period has been met, shall be declared "surplus property" and a portion of such property will be donated to Neighbors, Inc., or any other non-profit organization willing to accept the property, to assist with their community support programs.

Adopted this 5th day of February 2024

City Clerk



CITY COUNCIL AGENDA REPORT
DATE: February 5, 2024
DEPARTMENT: POLICE
Prepared by: Brian Wicke
ADMINISTRATOR: RG

8-I

AGENDA ITEM: Declaring Certain City Property Surplus and Authorizing Sale

ACTION TO BE CONSIDERED:

Motion to approve Resolution 2024 – 018 declaring certain City property as surplus and authorizing the sale at public auction.

OVERVIEW:

As part of normal Police Department operations, staff regularly take property into our property system through a variety of sources (evidence, abandoned, safekeeping, etc.). Pursuant to court order and departmental policy, when this property is removed from our system, it is returned to the owner when applicable, and when that cannot happen, disposed of in a manner consistent with the city code. While much of this property has limited monetary value, some does possess value and is of the type that our traditional non-profit organizations will not accept.

The property included in the attached list has been identified as having value and consistent with general city operations, will be sold at public auction through the State of Minnesota Department of Administration. Proceeds from this sale will be deposited into the City General Fund in accordance with City Code.

The attached resolution 2024– 018 declares the identified property as surplus and authorizes the South St. Paul Police Department to sell it at public auction.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-018

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

WHEREAS, the South St. Paul Police Department has surplus property from its property room which needs to be disposed of as it no longer has any evidentiary value and the statutorily required retention period has been met; and

WHEREAS, City Code directs that unclaimed property having value must be sold to the highest bidder or donated to a non-profit with a mission of community service; and

WHEREAS, the remaining unclaimed property has value and it is of the type that our local non-profit, Neighbors, Inc. will not accept; and

WHEREAS, the Police Department remains fiscally responsible and will dispose of this unclaimed property through the State of Minnesota Department of Administration Online Auction.

NOW, THEREFORE, BE IT RESOLVED the property from the Police Department's property room which no longer holds any evidentiary value, and where the statutorily required retention period has been met, shall be declared "surplus property" and a portion of such property shall be sold via public auction through the State of Minnesota Department of Administration Online Auction

Adopted this 5th day of February, 2024

City Clerk

| <u>Primary Case</u> | <u>Item</u> | <u>Description</u> |
|---------------------|-------------|--|
| # | # | |
| 16012066 | 6 | Milwaukee Sawzall found in truck of vehicle inside orange backpack with extension cord |
| 19000404 | 3 | 2 large catalytic converters |
| 20000136 | 1 | Demolition Tool |
| 21000367 | 1 | Chainsaw |
| 21000367 | 10 | Tow smart trailer hitch |
| 21000367 | 11 | Milwaukee M18 driver, SN: H16AD204202727 |
| 21000367 | 12 | Rigid palm nailer, SN: AW20378D0158384 |
| 21000367 | 13 | Rigid water pump |
| 21000367 | 15 | Rigid drill, SN: NC20305N060014 |
| 21000367 | 16 | Milwaukee packout wrench set |
| 21000367 | 17 | Dewalt air ratchet, SN: DWMT70776 |
| 21000367 | 18 | Dewalt air angle grinder, SN: DWMT70782 |
| 21000367 | 2 | Black and decker leaf blower |
| 21000367 | 20 | Rigid palm nailer, SN: AW20378D0158187 |
| 21000367 | 21 | Rigid impact driver, SN: CS19453NA50204 |
| 21000367 | 22 | Milwaukee hole saw kit |
| 21000367 | 23 | Rigid octane battery, SN: CS19322D570172 |
| 21000367 | 24 | Skilsaw circular saw, SN: 026006998 |
| 21000367 | 25 | Garmin Drive 61EX, SN: 67D998113 |
| 21000367 | 26 | Amazon Echo Show, SN: G6G11B06028301MR |
| 21000367 | 27 | Ring indoor camera, SN: GAM129010287002G |
| 21000367 | 28 | Ring chime pro, SN: G5X12L01046595N8 |
| 21000367 | 29 | Rigid finish nailer, SN: CS20475D220183 |
| 21000367 | 30 | Rigid socket driver, SN: CS20302NC70481 |
| 21000367 | 31 | Rigid impact driver, SN: NC20296N220326 |
| 21000367 | 32 | Ryobi angle grinder, SN: CS20282D200099 |
| 21000367 | 33 | Dremel tool |
| 21000367 | 34 | Milwaukee grinder, SN: H40CD204202057 |
| 21000367 | 35 | Ryobi air compressor, SN: CS20414DD105819 |
| 21000367 | 36 | Dewalt battery charger maintainer, SN: 2020 24-OG |
| 21000367 | 37 | Rigid jobmax saw, SN: NC20372N140098 |
| 21000367 | 4 | Milwaukee sawzall, SN: B36C3204506721, located in Haulmark trailer |
| 21000367 | 5 | Lincoln Electric Company welding mask |
| 21000367 | 6 | Rigid angle grinder, SN: CS20275NC10720 |
| 21000367 | 7 | Rigid battery charger, SN: NE202930V23814 |
| 21000367 | 8 | Craftsman tool box containing miscellaneous hand tools |
| 21000367 | 9 | Husky 3 ton floor jack |
| 21000815 | 6 | Dewalt 20V cordless drill (SN: DCD708) |
| 21001195 | 6 | Callway golf bag with set of Orlimar clubs |

| | | |
|----------|-----|---|
| 21002548 | 3 | Milwaukee Sawzall reciprocating saw w/ M18 Red Lithium XC5.0 battery |
| 21002548 | 4 | Milwaukee Hackzall reciprocating saw |
| 21002650 | 1 | Blue/silver NAPA series floor jack |
| 21002794 | 10 | Red threaded spindle |
| 21002794 | 11 | Red 1/2" impact wrench |
| 21002794 | 12 | Red threaded spindle |
| 21002794 | 13 | Red M12 M18 Charger |
| 21002794 | 14 | Red circular saw |
| 21002794 | 15 | Red and black hand filler. |
| 21002794 | 16 | red black battery |
| 21002794 | 17 | red black battery |
| 21002794 | 7 | Yellow 12" Double Bevel Sliding Compound Meter Saw |
| 21002794 | 8 | A red Hilti 70-ATC/AVR drill. |
| 21002794 | 9 | Yellow Rolling meter saw stand |
| 21003025 | 1 | Socket set |
| | | 3 cordless Hart batteries |
| | | 1 wired Hart battery |
| 21003025 | 2 | 1 Dewalt cordless battery |
| 21003025 | 3 | Cordless drill |
| 21003025 | 4 | Cordless drill |
| 21003025 | 5 | Cordless sawzall |
| 21003025 | 6 | Large 8 piece socket set |
| 21003051 | 1 | Bosch hard cover case with 2 unknown tools. One is believed to be a sander of some kind. SN:20411-9849 |
| | | Bosch hard cover case with 2 unknown tools. One is believed to be a sander of some kind. SN:20411-9849 and a silver tool with handles |
| 21003051 | 1.1 | SN:RA1166 or 2-610-919-881 |
| 21003051 | 2 | Dewalt Sawzall yellow and black SN: 547133 |
| 21003051 | 3 | Red and Black Husky socket and tool set with no noticeable case number |
| | | Dewalt black and yellow drill with charger and battery |
| 21003051 | 4 | SN:731495 |
| 21003051 | 5 | Bostitch orange air compressor and hose |
| | | Dewalt yellow and black corded hand held sander |
| 21003051 | 6 | Possible SN:DDc1M5N |
| | | Porter cable red air compressor and hose |
| 21003051 | 7 | SN: 2968979890 |
| 21003309 | 1 | Red and Black Skil Saw |
| 21003309 | 2 | some sort of saw in a green/blue case |
| 21003482 | 10 | Duralast tool set |
| 21003482 | 11 | Milwaukee Reciprocating Saw |
| 21003482 | 2 | Milwaukee m12 torque drill |
| 21900146 | 1 | Coleman Xtreme Cooler |

| | | |
|----------|---|--|
| 21900146 | 2 | Coleman Max Canopy 12ft x 12ft |
| 21900146 | 3 | Storage container |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0496267 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462823 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462712 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462799 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462489 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462802 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462459 |
| Dept | | EOTech L3 Model 512.A65 Serial Number A0462806 |
| Dept | | EOTech L3 Unknown model Serial Number A0034913 |
| Dept | | 4 Plastic long gun cases |
| Dept | | 3- Blackhawk Xiphos NT light in case |
| Dept | | 2- Blackhawk Xiphos NT Light without case |
| Dept | | 1-Blackhawk Xiphos X in case |
| Dept | | 2-1-Blackhawk Xiphos X without case |
| Dept | | 2- RH Blackhawk Holster for Sig 228/229 for weapon light |
| Dept | | 2-LH Blackhawk Holster for Sig 228/229 for weapon light |
| Dept | | 2- RH Blackhawk Holster for Sig 220/225/226 for weapon light |
| Dept | | 1- LH Blackhawk Holster for Sig 220/225/226 for weapon light |
| Dept | | North Star Honda Commercial Generator with electric start - 13000PPG and 10 gal fuel capacity and wheel kit |
| Dept | | One ton single axle trailer - Military style - No VIN |



CITY COUNCIL AGENDA REPORT

DATE: February 5, 2024

DEPARTMENT: Administration

ADMINISTRATOR: RG

8-J

AGENDA ITEM: Approve Reappointment of Dennis Wippermann as Public Member of the South Metro Fire Department board of Directors

ACTION TO BE CONSIDERED:

Adopt Resolution No. 2024-019 ranking the candidate for the Public Member seat on the SMFD Board of Directors.

OVERVIEW:

The Joint Powers Agreement (JPA) between West St Paul and South St Paul established the South Metro Fire Department (SMFD) with a five member Board of Directors, including two City Council members from each City. The fifth and “Public Member” cannot be an employee of either City or of the Fire Department; cannot be a resident of either City; and cannot have been employed in the fire service of any governmental unit. The JPA selection process for the Public Member requires the SMFD Board to forward three names to the City Councils and provides:

“Each City Council shall rank each nominee by the number one, two, or three in the order of its preference – where one (1) is the highest preference. If a nominee receives the same ranking on each list, that nominee shall be appointed. If more than one nominee receives the same ranking, the nominee with the highest ranking shall be appointed.”

The official notice for the Board of Directors Public Member position was posted on the SMFD web site. At the close of the application period, only one application was received. The application received was from Dennis Wippermann. Mr. Wippermann is the current Public Board Member for SMFD and is seeking his sixth, two-year term beginning April 1, 2024. The SMFD Board listed Mr. Wippermann as their first preference, as a part of their January 2024 meeting.

Attached is a proposed Resolution #2024-019 which is consistent with the recommendation of the SMFD Board.

Source of Funds:

The \$100 monthly stipend paid to SMFD Board members is an included expense in the SMFD annual budget.

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-019

**REAPPOINTING DENNIS WIPPERMANN AS THE PUBLIC MEMBER ON THE
SOUTH METRO FIRE BOARD (SMFD)**

WHEREAS, the South Metro Fire Department (SMFD) is a joint powers entity created by the Cities of West St. Paul and South St. Paul; and

WHEREAS, the governing body of the South Metro Fire Department comprises two members from each City Council and one public member; and

WHEREAS, the term of the public member is two years and a new term will commence on April 1, 2024; and

WHEREAS, the SMFD Board received one application for the public member role: and

WHEREAS, pursuant to the Joint Powers Agreement, the Board approved the following name for consideration as the public member:

1. Dennis Wippermann.

WHEREAS, the West St. Paul and South St. Paul City Councils must rank the nominees in order of preference, with one (1) being the highest. If a nominee receives the same ranking on each list, then that nominee shall be appointed.

NOW THEREFORE BE IT RESOLVED that the South St. Paul City Council ranks the nominee in the following order:

1. Dennis Wippermann

Adopted this _____ day of _____, 2024.

Ayes: Nays:

Attest:

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 5, 2024

DEPARTMENT: Planning

Prepared By: Monika Miller, Associate Planner

ADMINISTRATOR: RG

8-K

AGENDA ITEM: Approve Shade Tree Bonding Grant Agreement with Minnesota Department of Natural Resources

ACTIONS TO BE CONSIDERED:

Authorize the Associate Planner and the City Clerk to execute the grant agreement for the Shade Tree Bonding Grant with the Minnesota Department of Natural Resources (DNR).

OVERVIEW:

In 2023, the Minnesota DNR announced two new forestry grants for urban and community forestry activities. The City applied to both grants to assist with reforesting the community in the wake of the 800+ ash trees that were removed in the last few years due to Emerald Ash Borer. The City recently received word that one of our grant applications was selected for funding. The City will receive a grant in the amount of \$52,500 which will be used to plant and maintain 100 new trees in public parks and eligible boulevards. Before grant work can begin, the grant agreement needs to be executed.

STAFF RECOMMENDATION

Staff recommends the Associate Planner and the City Clerk be authorized to execute the grant agreement.

ATTACHMENTS:

- A. Shade Tree Bonding Grant Agreement

General Obligation Bond Proceeds

Grant Agreement - Construction Grant
for the
City of South St. Paul Shade Tree Project
under the
MN NATURAL RESOURCES SHADE
TREE
Program

TABLE OF CONTENTS

RECITALS

Article I - DEFINITIONS

Section 1.01 – Defined Terms

Article II - GRANT

Section 2.01 – Grant of Monies
Section 2.02 – Public Ownership
Section 2.03 – Use of Grant Proceeds
Section 2.04 – Operation of the Real Property and Facility
Section 2.05 – Public Entity Representations and Warranties
Section 2.06 – Ownership by Leasehold or Easement
Section 2.07 – Event(s) of Default
Section 2.08 – Remedies
Section 2.09 – Notification of Event of Default
Section 2.10 – Survival of Event of Default
Section 2.11 – Term of Grant Agreement
Section 2.12 – Modification and/or Early Termination of Grant
Section 2.13 – Excess Funds

Article III – USE CONTRACTS

Section 3.01 – General Provisions
Section 3.02 – Initial Term and Renewal
Section 3.03 – Reimbursement of Counterparty
Section 3.04 – Receipt of Monies Under a Use Contract

Article IV – SALE

Section 4.01 – Sale
Section 4.02 – Proceeds of a Sale

Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER’S ORDER

Section 5.01 – State Bond Financed Property
Section 5.02 – Preservation of Tax Exempt Status
Section 5.03 – Changes to G.O. Compliance Legislation or the
Commissioner’s Order

Article VI – DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 – The Advances
Section 6.02 – Draw Requisitions
Section 6.03 – Additional Funds
Section 6.04 – Conditions Precedent to Any Advance
Section 6.05 – Construction Inspections

Article VII- MISCELLANEOUS

- Section 7.01 – Insurance
- Section 7.02 – Condemnation
- Section 7.03 – Use, Maintenance, Repair and Alterations
- Section 7.04 – Records Keeping and Reporting
- Section 7.05 – Inspections by State Entity
- Section 7.06 – Data Practices
- Section 7.07 – Non-Discrimination
- Section 7.08 – Worker’s Compensation
- Section 7.09 – Antitrust Claims
- Section 7.10 – Review of Plans and Cost Estimates
- Section 7.11 – Prevailing Wages
- Section 7.12 – Liability
- Section 7.13 – Indemnification by the Public Entity
- Section 7.14 – Relationship of the Parties
- Section 7.15 – Notices
- Section 7.16 – Binding Effect and Assignment or Modification
- Section 7.17 – Waiver
- Section 7.18 – Entire Agreement
- Section 7.19 – Choice of Law and Venue
- Section 7.20 – Severability
- Section 7.21 – Time of Essence
- Section 7.22 – Counterparts
- Section 7.23 – Matching Funds
- Section 7.24 – Source and Use of Funds
- Section 7.25 – Project Completion Schedule
- Section 7.26 – Third-Party Beneficiary
- Section 7.27 – Public Entity Tasks
- Section 7.28 – State Entity and Commissioner
Required Acts and Approvals.
- Section 7.29 – Applicability to Real Property and Facility
- Section 7.30 – E-Verification
- Section 7.31 – Additional Requirements

Attachment I – DECLARATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – PROJECT COMPLETION SCHEDULE

Attachment V – GRANT APPLICATION

Attachment VI – THREE YEAR MAINTENANCE PLAN

General Obligation Bond Proceeds
Grant Agreement – Construction Grant
for the
City of South St. Paul Shade Tree
Project
under the
MN Natural Resources Shade Tree
Program

THIS AGREEMENT shall be effective as of February 6, 2024, and is between City of South St. Paul, a Home -Rule Charter City (the “Public Entity”), and the Minnesota Department of Natural Resources, Division of Forestry (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a MN Natural Resources Shade Tree (the “State Program”) under the authority granted by Minn. Stat. § 88.82 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$ 52,500.00 Fifty-Two Thousand, Five Hundred Dollars (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in Minnesota Statute §412.221, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in the Grant.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. §

16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the City of South St. Paul Shade Tree Project under the MN Natural Resources Shade Tree Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means Not Applicable, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means December 31, 2027, the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means Not Applicable, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold*

interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ _____ or ____ Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Dakota, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were*

left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- Remove and/or plant shade trees on public land as described in the Deliverables..
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which

with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section. 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may,

at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof..

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (Program Grant) \times (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (Program Grant) \times (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 **Additional Funds.** If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair

such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate

that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the

time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due

to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of South St. Paul
125 3rd Avenue North
South St. Paul _____, MN 55075
Attention: Monika Miller, Associate Planner mmiller@southstpaul.org
mmiller@southstpaul.org (651) 554-3273

To the State Entity at:

MN Department of Natural Resources, Forestry Division
500 Lafayette Road
St Paul _____, MN 55155
Attention: Valerie McClannahan, Urban and Community Forestry
Coordinator valerie.mcclannahan@state.mn.us 651-259-5283

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 Project Completion Schedule. The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 Third-Party Beneficiary. The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 Public Entity Tasks. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 State Entity and Commissioner Required Acts and Approvals. The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity’s ownership interest in the Real Property and if a Facility exists to the Facility. The term “if applicable” appearing in conjunction with the term “Facility” is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity’s ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

Grant Project Deliverables

2023 Shade Tree Program Bonding Grants

City of South St. Paul Deliverables

Grant Sum Total: \$52,500.00

Grant Parameters

- Planting trees can take place without removal.
- Removals need to be considered a necessary component of replanting.
- Removals conducted on streets and manicured parks must meet a minimum of one tree planted for each tree removed.
- Removals conducted in park woodlands must incorporate replanting at a meaningful rate.
 - Removals in woodlands need to be mitigating a public safety concern or to address degraded ecosystems.
 - Removals must meet a minimum of one tree planted for five trees removed.

Accomplishment Reports

As work is completed, thoroughly address all applicable bullet points below. Add in the date of reporting (e.g. 1/1/24) and change the font color of your update to red, to show where information has been added. Continually add to this document over the lifetime of your grant, making sure that all bullet points are addressed by the time of the grant’s completion.

A written update must be submitted by each reporting deadline, to ensure project is moving forward and on track to completion. Add written reports below corresponding to each reporting date:

July 1, 2024 Update:

January 1, 2025 Update:

July 1, 2025 Update:

January 1, 2026 Update:
 July 1, 2026 Update:
 January 1, 2027 Update:
 July 1, 2027 Update:
 January 15, 2028 Final Report:

Work with DNR to fully execute and report on the impacts of the work plan by meeting the requirements as submitted in the application:

Anticipated Accomplishments: Trees Removed-0 Trees Planted-100

Project Overview and Need

At this time, the City is in need of funding to dedicate to restoring the City's tree canopy as the City is focused on removing its 800+ public ash trees that are heavily infested with Emerald ash borer. The City recently hired a contractor to remove the remaining heavily infested ash trees in the fall and winter of 2023 which will result in a dramatic but necessary number of trees being removed. The City has a modest forestry budget, especially as a small city with a population of just over 20,000. To avoid leaving the City's boulevards and parks barren without a definite source of funding for planting new trees, the City is asking for funding to plant 100 new trees in City parks and boulevards. At this time, the City is entirely reliant on grant funding to be able to repopulate the City's canopy in the wake of Emerald ash borer. The City would prefer to partner with Tree Trust or a similar organization that fosters community engagement as part of the project.

Project Timeline

February 2, 2024- Execute contract between the City and the DNR.

Spring 2024- Announce in the City's bimonthly newsletter that the City has been awarded funding and explain the scope of the use of grant funds, select a contractor to plant 100 trees over the next 3 years, order watering bags.

-Summer 2024- Organize fall planting, submit reimbursement request form and required reports by July 1, 2024.

Fall 2024- Plant 34 trees

January 1, 2025- Submit reimbursement request form and required report

Spring/ Summer 2025- Check fall-planted trees for survival, organize fall planting, submit reimbursement request form and required reports by July 1, 2025.

Fall 2025- Plant 33 trees

January 1, 2026- Submit reimbursement request form and required report

Spring/Summer 2026- Check fall-planted trees for survival, organize fall planting, submit reimbursement request form and required reports by July 1, 2026.

Fall 2026- Plant 33 trees

January 1, 2027- Submit reimbursement request form and required report

Spring/Summer 2027- Check fall-planted trees for survival, organize fall planting, submit reimbursement request form and required reports by June 30, 2027, publish newsletter article about the use of the grant funds.

Winter 2027/2028- Complete all project related work by December 31, 2027, submit final grant report by January 15, 2028.

Project Budget Explanation

The City is requesting \$52,500 in grant funding to hire a contractor/organization similar to Tree Trust to plant 100 trees and to purchase water bags for the new trees. The City

anticipates having the contractor plant containerized size #10 or #15 trees which will cost between \$300 and \$500 a tree. To make sure the project will have adequate funding, the City's budget request is based on the assumed cost of \$500 a tree. The City is also requesting funding to cover the cost of purchasing 100 water bags for the newly planted trees. Each water bag costs around \$25 so the cost of 100 bags would be \$2,500. The total cost of the trees planted plus the watering bags will be \$52,500.

Project Impacts on Priority Landscapes and Populations

South St. Paul is considered an area of environmental justice concern by the Minnesota Pollution Control Agency because two of the city's census tracts have at least 35% of the City's population reporting an income of less than 200% of the federal poverty level. Additionally, at least 40% of the population is made up of people of color. At least 3 City parks and many city boulevards where ash trees have been or will be removed are within the boundaries of areas with at least 35% of the population reporting an income of less than 200% of the federal poverty level. While the removal of a third of the City's trees due to EAB was and is necessary for the safety of the public, having trees removed in these areas puts a group that is already an area of concern for environmental justice at a disadvantage because these areas now lack the environmental benefits provided by trees. Staff would prioritize replanting boulevard trees of diverse species in these areas to restore the environmental benefits trees provide to these areas and create a solid foundation for a healthy urban canopy that will serve all residents for the years to come.

Communication

If South St. Paul were awarded funding, Staff would start outreach immediately using the City's website, bimonthly newsletter, and social media pages to make the community aware that the City has been awarded funding and that the grant funding will be used for planting boulevard trees and assisting low income homeowners with ash tree removal.

After the initial outreach on the City's website and social media pages about the grant, the City would follow up with a more in-depth article in the City's newsletter about the City's plans to replace the ash trees that have been removed. The City's newsletter is available in both paper and electronic form and is mailed out to all residents in South St. Paul. Throughout the grant period, staff will provide periodic updates in the City's newsletter about progress being made through the grant, including the number of trees planted.

Staff hope to engage more with residents who live adjacent to the new boulevard trees that are being planted. Staff plan to utilize door hangers to make property owners aware of the replantings and the suitable species that will be planted. If a homeowner expresses preferences, Staff will work with the homeowner to accommodate their preferences.

Key Personnel

City of South St. Paul Public Works Streets employees: All of the staff involved with tree maintenance either have previous experience working with tree maintenance or received training from Davey Tree Service after being hired, along with a GED or associate degree. These staff will assist with facilitating/checking proposed boulevard planting locations to ensure they meet city code requirements.

Monika Miller, Associate Planner- B.S. in Environmental Science, Policy, and Management, 3 years of grant management experience

Howard Steenberg - Public Works Director- GED, 4+ years experience with municipal forestry

Bao Chee Yang, Community Forestry Corps Member - Senior Business Management Student at Hamline University with a passion for sustainability and environmental change
Emily Ball, ISA Certified Arborist/TRAQ, B.S. Urban & Community Forestry, 20 years municipal forestry experience, WSB Forestry Program Manager will assist with specifications, best practices on tree removal, planting, as-needed training of AmeriCorps member and/or other technical review as needed by the city.

Tree planting contractor- Specifications/ bid will indicate site foreman must list all qualifications, with a minimum of an ISA Certified Arborist, MNLA Certified Professional, or have a degree in horticulture, forestry, or related field.

Tree Planting

Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless an updated inventory is provided. For this community it means grant funds cannot be spent on purchasing:

- *Acer* (maple): 27.0%
- *Picea* (spruce): 17.2%
- *Fraxinus* (ash): 14.2%

All trees planted with grant funds are expected to be maintained based on the grantee submitted Three Year Maintenance Plan as submitted and attached to contract. Trees that do not survive will need to be replaced prior to grant close-out utilizing the warranty the city has with the nursery that stock was purchased from, or at the expense of the grantee.

Trees must be planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Reporting and Preparing for Reimbursement

Accomplishment reports, maps, and declarations and/or certifications of completed work will need to be submitted in order to make an official request for reimbursement. You may wait until the end of your project to submit an official request for reimbursement; however, you will be required to submit the following annually on reporting deadlines as listed above under "Accomplishment Reports" to ensure that you are on track for completing grant accomplishments and securing necessary documentation.

- Partial payment form along with invoices and proof of payment for grant-funded purchases, Cash Match form along with proof of payment, and In-Kind Match form
- Accomplishment Reports will include grant contract deliverables and their impacts (required biannually, see dates above)
- Photo documentation of the project's progress at appropriate phases, and illustrations, diagrams, charts, graphs, and maps to show results
- Maps will:
 - Identify the location of ash that have been removed
 - Identify the location of ash stumps that have been ground
 - Identify the location and species of trees that have been planted
- All trees removed, and planted will be mapped and submitted as shapefiles, with the planted trees identified by species, to obtain grand fund reimbursement. If your

community does not have access to shapefile-generating software, please notify your DNR Urban and Community Forestry Team Member, and they will work to assist you.

Following the submission of invoices and accomplishment reports, a compliance check will be conducted by Minnesota Department of Natural Resources staff. Staff will do a site evaluation ensuring that tree species submitted on maps are correctly identified and planted in accordance with the standards set in the Minnesota Department of Natural Resources [Pocket Guide to Planting Trees](#).

Staff will also ensure that the project adheres to the 20-10-5 guideline which means that following planting, a community has no more than 20% of their trees within a single family, no more than 10% of their trees within a single genus, and no more than 5% of their trees within a single species. Staff will confirm that planted tree stock is $\frac{3}{4}$ - 2 inch caliper bareroot or a container class size #20 or smaller.

To Obtain Reimbursement

All documentation within the above section "Preparing for Reimbursement" will be required to obtain reimbursement. Additionally, you will be required to submit all relevant certifications and/or declarations.

Certifications and Declarations

This grant requires a declaration be recorded against real estate that is purchased or improved with state general obligation bond proceeds. When trees are planted in parks or public-owned properties, a General Obligation Bond Financed Property Declaration must be recorded on the legal description with the County Recorder. The recorded declaration proclaims a property as "Restricted Property," which prevents these properties from being sold, mortgaged, encumbered, or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget for 125% of the useful life of the Restricted Property. The useful life for this grant is 30 years, meaning 125% of that is 37.5 years.

If the grant project involves more than one park or public-owned property, **one declaration can be recorded with multiple legal descriptions** (this means you only pay one filing fee). Consider recording the declaration after all trees have been planted in parks or on public-owned properties, instead of beforehand, since removing a declaration from a legal description requires a written release from the commissioners of Management and Budget and Department of Natural Resources.

For projects or portions of projects that lie within roads, highways or utility or transit corridors, easements or rights-of-way, a waiver appeal can be requested. If approved, the grantee will require a certification in which the grantee acknowledges that the property purchased and/or improved is still state bond financed property and thus subject to certain statutory requirements will suffice in lieu of a declaration.

Certifications and declarations must be submitted **before** requesting reimbursement from DNR.

Please see Attachments 1A, 1B, and 2A. For more information and templates.

Acknowledgment

The Minnesota Department of Natural Resources needs to be acknowledged in publications, audiovisuals, and electronic media developed as a result of this award.

- Including any publications or outreach materials related to this grant or agreement, a statement of affiliation with Minnesota Department of Natural Resources, e.g., "This

publication made possible through a grant from the Minnesota Department of Natural Resources.” OR “This project was conducted in cooperation with the Minnesota Department of Natural Resources.”

- Logo is permitted for use and can be obtained by contacting an Urban and Community Forestry Team Member.

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the City of South St. Paul Shade Tree Project under the MN Natural Resources Shade Tree on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

_____ City of South St. Paul,
a _____ Home -Rule Charter City

By: _____

Monika Miller

Its: _____

Dated: _____

And: _____

Its: _____

Dated: _____

And: _____

Its: _____

Dated: _____

STATE ENTITY:

Minnesota Department of Natural Resources, Division of Forestry,

By: _____

Its: _____

Dated: _____



Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of _____, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

- (Check the appropriate box.)
- a fee simple title,
 - a lease, or
 - an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain _____ [Insert title of the general obligation grant agreement] between _____ and _____, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of _____ [Insert the name of the State Entity that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY**

To be determined once Real Property is finalized by Public Entity with the Declaration
(Attachment 1)

Grant Agreement – City of South St. Paul

**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

| Source of Funds | | Use of Funds | |
|----------------------------------|-------------|---------------------------------|-------------|
| Identify Source of Funds | Amount | Identify Items | Amount |
| State G.O. Funds | | Ownership Acquisition | |
| Program Grant | \$52,500.00 | and Other Items Paid for | |
| | | with Program Grant Funds | |
| Other State Funds | | Purchase of Ownership | \$ |
| | \$ | Interest | |
| | \$ | Other Items of a Capital | |
| | \$ | Nature | |
| Subtotal | \$ | Tree Planting | \$52,500.00 |
| | | | \$ |
| Matching Funds | | | \$ |
| | \$ | Subtotal | \$ |
| | \$ | | |
| Subtotal | \$ | Items Paid for with | |
| | | Non- Program Grant Funds | |
| Other Public Entity Funds | | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| Subtotal | | Subtotal | \$ |
| | | | |
| Loans | | | |
| | \$ | | |
| Subtotal | \$ | | |
| | | | |
| Other Funds | | | |
| | \$ | | |
| Subtotal | \$ | | - |
| | | | |
| Prepaid Project Expenses | | | |
| | \$ | | |
| | \$ | | |
| Subtotal | \$ | | |
| | | | |
| TOTAL FUNDS | \$52,500.00 | TOTAL PROJECT COSTS | \$52,500.00 |

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

Not Applicable

Attachment V to Grant Agreement Shade Tree Program Bonding Grants

2023 Application

Please refer to the Request for Applications (RFA) when completing this application.



Submit this form, along with required attachments, to ucf.dnr@state.mn.us by October 2, 2023.

Checklist:

- Application Form (filled out, guided by the RFA)
- Budget Form (Attachment A)
- 3-Year Tree Maintenance Plan (Attachment B)
- Species Selection and Stock List (follow guidelines in RFA)

| | |
|--|--------------------------|
| Local Unit of Government (LUG) | City of South St. Paul |
| Project Coordinator | Monika Miller |
| Coordinator Title | Associate Planner |
| Address | 125 3rd Avenue North |
| City, State, Zip | South St. Paul, MN 55075 |
| County | Dakota |
| Coordinator Email | mmiller@southstpaul.org |
| Coordinator Phone Number | (651) 554-3273 |
| Grant Amount Requested | \$52,500 |
| Cash Match (refer to RFA for match guidance) | |
| In-Kind Match | |
| Total Match (combined In-Kind and Cash Match) | \$52,500 |

Have you received a DNR community forestry grant in the past?

Yes No Don't Know

Is this application limited to serving a community, or communities, with populations less than 20,000?

Yes No

(To encourage applications from smaller communities across Minnesota, points will be awarded to grants that serve communities with populations less than 20,000)

Project Overview and Need (25 points; 2,050 character maximum including spaces) *Provide a summary of the project, why this funding is needed, what project work will not happen without these grant funds, and expected outcomes. This should include a description of the project location (community wide project, specific parks, etc.). A successful application will demonstrate a readiness to take on a project of the proposed scope and size, and will benefit environmental justice priority populations, and focus on significant public safety concerns.*

At this time, the City is in need of funding to dedicate to restoring the City's tree canopy as the City is focused on removing its 800+ public ash trees that are heavily infested with Emerald ash borer. The City recently hired a contractor to remove the remaining heavily infested ash trees in the fall and winter of 2023 which will result in a dramatic but necessary number of trees being removed. The City has a modest forestry budget, especially as a small city with a population of just over 20,000. To avoid leaving the City's boulevards and parks barren without a definite source of funding for planting new trees, the City is asking for funding to plant 100 new trees in City parks and boulevards. At this time, the City is entirely reliant on grant funding to be able to repopulate the City's canopy in the wake of Emerald ash borer. The City would prefer to partner with Tree Trust or a similar organization that fosters community engagement as part of the project.

Project Timeline (15 points; 2,600 character maximum including spaces) *Describe the approximate project schedule showing intermediate steps and milestones. A successful timeline will provide specific dates, is easy to comprehend, and will follow best management practices*

- February 2, 2024- Execute contract between the City and the DNR.
- Spring 2024- Announce in the City's bimonthly newsletter that the City has been awarded funding and explain the scope of the use of grant funds, select a contractor to plant 100 trees over the next 3 years, order watering bags.
- Summer 2024- Organize fall planting, submit reimbursement request form and required reports by July 1, 2024.
- Fall 2024- Plant 34 trees
- January 1, 2025- Submit reimbursement request form and required report
- Spring/ Summer 2025- Check fall-planted trees for survival, organize fall planting, submit reimbursement request form and required reports by July 1, 2025.
- Fall 2025- Plant 33 trees
- January 1, 2026- Submit reimbursement request form and required report
- Spring/Summer 2026- Check fall-planted trees for survival, organize fall planting, submit reimbursement request form and required reports by July 1, 2026.
- Fall 2026- Plant 33 trees
- January 1, 2027- Submit reimbursement request form and required report
- Spring/Summer 2027- Check fall-planted trees for survival, organize fall planting, submit reimbursement request form and required reports by June 30, 2027, publish newsletter article about the use of the grant funds.
- Winter 2027/2028- Complete all project related work by December 31, 2027, submit final grant report by January 15, 2028.

Project Budget Explanation (20 points; 2,200 character maximum including spaces)

Provide additional remarks to clarify the budget request. If applicable, provide an explanation of how you are funding portions of your project that are not eligible with grant dollars. A successful budget will provide specific dollar amounts for anticipated use, will be financially realistic and cost effective. Budget will be correctly calculated.

The City is requesting \$52,500 in grant funding to hire a contractor/organization similar to Tree Trust to plant 100 trees and to purchase water bags for the new trees. The City anticipates having the contractor plant containerized size #10 or #15 trees which will cost between \$300 and \$500 a tree. To make sure the project will have adequate funding, the City's budget request is based on the assumed cost of \$500 a tree. The City is also requesting funding to cover the cost of purchasing 100 water bags for the newly planted trees. Each water bag costs around \$25 so the cost of 100 bags would be \$2,500. The total cost of the trees planted plus the watering bags will be \$52,500.

Project Impacts on Priority Populations (20 points; 2,200 character maximum including spaces)

This grant opportunity aligns with state initiatives to reduce disparities in health and environmental quality for diverse populations. A successful proposal will serve and include areas of concern for environmental justice (communities with higher populations of low-income residents and/or people of color, including tribal communities), and the applicant will describe actionable items for these communities.

South St. Paul is considered an area of environmental justice concern by the Minnesota Pollution Control Agency because two of the city's census tracts have at least 35% of the City's population reporting an income of less than 200% of the federal poverty level. Additionally, at least 40% of the population is made up of people of color. At least 3 City parks and many city boulevards where ash trees have been or will be removed are within the boundaries of areas with at least 35% of the population reporting an income of less than 200% of the federal poverty level. While the removal of a third of the City's trees due to EAB was and is necessary for the safety of the public, having trees removed in these areas puts a group that is already an area of concern for environmental justice at a disadvantage because these areas now lack the environmental benefits provided by trees. Staff would prioritize replanting boulevard trees of diverse species in these areas to restore the environmental benefits trees provide to these areas and create a solid foundation for a healthy urban canopy that will serve all residents for the years to come.

Communication (10 points; 2,200 character maximum including spaces) *Describe the methods you will use to conduct outreach to citizens about this grant project. A successful communication strategy will use multiple formats that have the potential to reach the public about the use of grant funds and community forest practices.*

If South St. Paul were awarded funding, Staff would start outreach immediately using the City's website, bimonthly newsletter, and social media pages to make the community aware that the City has been awarded funding and that the grant funding will be used for planting boulevard trees and assisting low income homeowners with ash tree removal.

After the initial outreach on the City's website and social media pages about the grant, the City would follow up with a more in-depth article in the City's newsletter about the City's plans to replace the ash trees that have been removed. The City's newsletter is available in both paper and electronic form and is mailed out to all residents in South St. Paul. Throughout the grant period, staff will provide periodic updates in the City's newsletter about progress being made through the grant, including the number of trees planted.

Staff hope to engage more with residents who live adjacent to the new boulevard trees that are being planted. Staff plan to utilize door hangers to make property owners aware of the replantings and the suitable species that will be planted. If a homeowner expresses preferences, Staff will work with the homeowner to accommodate their preferences.

Key Personnel (10 points; 2,200 character maximum including spaces) *Please list all certifications and education degrees for staff or contractors involved in the project. Describe the duties internal staff will conduct, and any work that will be contracted out, or the partnerships you will leverage to complete tasks. Include key personnel and their past experience with similar tasks. If you expect to contract work out, describe requirements you will have for contractors.*

-City of South St. Paul Public Works Streets employees: All of the staff involved with tree maintenance either have previous experience working with tree maintenance or received training from Davey Tree Service after being hired, along with a GED or associate degree. These staff will assist with facilitating/checking proposed boulevard planting locations to ensure they meet city code requirements.

-Monika Miller, Associate Planner- B.S. in Environmental Science, Policy, and Management, 3 years of grant management experience

-Howard Steenberg - Public Works Director- GED, 4+ years experience with municipal forestry

-Bao Chee Yang, Community Forestry Corps Member - Senior Business Management Student at Hamline University with a passion for sustainability and environmental change

-Emily Ball, ISA Certified Arborist/TRAQ, B.S. Urban & Community Forestry, 20 years municipal forestry experience, WSB Forestry Program Manager will assist with specifications, best practices on tree removal, planting, as-needed training of AmeriCorps member and/or other technical review as needed by the city.

-Tree planting contractor- Specifications/ bid will indicate site foreman must list all qualifications, with a minimum of an ISA Certified Arborist, MNLA Certified Professional, or have a degree in horticulture, forestry, or related field.



Attachment VI to Grant Agreement

3-Year Tree Maintenance Plan Template for Newly Planted Trees

LUG: City of South St. Paul

Year and Season of Planting: Fall 2024, 2025, and 2026

Project Coordinator: Monika Miller

Phone: (651) 554-3273

Email: mmiller@southstpaul.org

of Trees to be Planted: 100

Size (caliper for deciduous, height for conifers): #10 or #15

Type of Stock to be Planted (Bare root, etc.): Containerized

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who is responsible for maintenance.

Generally, tree maintenance is handled by the City's Public Works Department. The City has a specific "Street Department" of Public Works which handles tree maintenance. This is a seven-person team led by a Street Department Lead.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

Training is not necessary for volunteers because tree maintenance will be taken care of by the City. The staff members that are part of the "Street Department" have previous experience with tree maintenance or received training after being hired. The City's Community Forestry Corps members receive training from AmeriCorps as well as from a certified forester that the City contracts with. In the event that the City asks for homeowners to water the trees in front of their homes, each of the trees will have a tag with a

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Almost all of the tree maintenance work is taken care of by or under the supervision of the Street Department Lead. The Street Department Lead is at the project site anytime tree-related maintenance is happening to ensure that maintenance is done correctly. If for some reason the Lead is not able to be on-site while maintenance is being performed, the Lead inspects the work as soon as possible to ensure that the work was done correctly. Because South St. Paul is a small community and the Public Works staff are out in the community on a regular basis, trees often receive additional maintenance inspections while staff is in the field.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

Trees will be watered weekly between May and October. Trees will be watered early in the day to prevent water loss and to help trees deal with the heat of the sun. Any week where there is less than 1 inch of rainfall, trees will be given 15-25 gallons of water.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

Trees will be mulched according to the best practices found in "A Pocket Guide to Planting Trees." Three inches of mulch will be added to the backfilled area where the tree is planted. Mulch will not be piled into a "mulch volcano." Fresh mulch will be added to replace faded mulch. Old rotting mulch will be replaced.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Trees planted in city parks may need staking due to wind conditions and mowing. Trees will only be staked if necessary. Stakes would be removed within one year of planting to prevent damage to the tree. Inspection of the newly planted trees and their staking will be handled by the City.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

Staff/ the Community Forestry Corps member will look to see if the tree has bloomed, the percent of dead branches on the tree, and check for suckers at the base of the tree. Staff will also inspect the trees for insect or animal damage. Healthy trees will continue to be checked regularly. Unhealthy trees will receive any care needed immediately.

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

Trees will be protected from animals, humans, and equipment damage with tree guards. Tree guards will be removed before it runs the risk of damaging the trees.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

The City's policy is to wait 2 or 3 years after a tree is planted to start pruning a healthy tree. When limbs are cut, they are cut no further than the branch collar. When low-hanging or large limbs are cut, they are only cut to the secondary branch or bud.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to inspection at the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

When Staff creates the advertisement for the project, one of the criteria will be that the nursery/contractor must provide a one-year warranty for all trees purchased/planted. If Public Works or the Community Forestry Corp Member identifies trees that need to be replaced or are otherwise in poor condition, Staff will reach out to the contractor to coordinate tree replacement.



CITY COUNCIL AGENDA REPORT
DATE: February 5, 2024
DEPARTMENT: PARKS & RECREATION
Prepared by: Shannon Young
ADMINISTRATOR: RG

8-L

AGENDA ITEM: Joint Powers Agreement with Dakota County for the acceptance of a SHIP Grant to provide active equitable health and wellness activities.

ACTION TO BE CONSIDERED:

Adopt Resolution 2024-20, accepting the Joint Powers Agreement between Dakota County Public Health and the City of South St. Paul in which SHIP Grant Funds described as Healthy Neighborhood Community Partner Grant.

OVERVIEW:

The City of South St. Paul, thru the South St. Paul Parks & Recreation applied for and were awarded a grant thru Dakota County Public Health for the Healthy Neighborhood Community Partner grant. As health and wellness leaders for the city, our Parks and Recreation Department is committed to providing opportunities for active living and inspiring inclusive and equitable health and wellness activities. The city has been awarded \$8,000 which will allow for the purchases of necessary equipment, supplies, and materials for classes.

SOURCE OF FUNDS:

SHIP Grant Award: \$8,000

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-20

RESOLUTION TO APPROVE LEASE AGREEMENT WITH AL SERVICES LLC.

WHEREAS, two or more government units may enter into an agreement to cooperatively exercise any power common to the contacting parties and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

WHEREAS, Dakota County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for the implantation of the County's Statewide Improvement Program (SHIP)

WHEREAS, Dakota County is permitted to make sub-grants of its SHIP funds and the County solicited and considered applications from entities for use of such funds;

WHEREAS, Dakota County has awarded the City of South St. Paul with a SHIP fund described as a Healthy Neighborhood Community Partner grant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South St. Paul, Minnesota agrees to and accepts the funding to be used by the City of South St Paul for the agreed upon purposes as described in the attached grant contracts.

Adopted this 5th day of February 2024.

City Clerk

**JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA AND
CITY OF SOUTH ST. PAUL, MINNESOTA**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and the City of South St. Paul, 125 3rd Ave N., South St. Paul, MN 55075 (“Contractor”), by and through their respective governing bodies.

RECITALS

WHEREAS, the County and the Contractor are governmental units as that term is defined in Minn. Stat. §471.59;

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”);

WHEREAS, the County is permitted to make sub-grants of its SHIP funds and the County has solicited and considered grant applications from entities for use of such funds; and

WHEREAS, the County has awarded Contractor with SHIP funds as a Healthy Neighborhood Community Partner described herein based the grant expenditures outlined in Exhibit 2, Service grid.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the dates of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the Contractor for its proposal as a Healthy Neighborhood Community Partner. All funds provided by the County are to be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor obligations under State Contracts. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated October 1, 2020, as may be periodically amended, including amendments dated August 23, 2021 and October 18, 2022.(“State Contracts”). Contractor agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide copies of these contracts to Contractor upon request.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$8,000.00 for costs incurred in performing services fulfilling the Purpose described above from the Effective Date through June 30, 2025.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted by August 31, 2025. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. Contractor should provide their changes & testimonials and complete all of its responsibilities using the form in Exhibit 4, Community Partner Award Report.

6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:
Marti Fischbach, Community Services Director
Telephone: 651-554-5742
Email: Marti.Fischbach@co.dakota.mn.us

Liz Oberding or his/her successor, has the responsibility to monitor the Contractor's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor's Authorized Representative is:
Shannon Young
Telephone: 651-366-6203
Email: syoung@southstpaul.org

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. Contractor shall not engage subcontractors under this Agreement without an amendment to this Agreement, signed by authorized representatives of both parties.

9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible. Nothing herein shall be construed as a waiver by Contractor of any of the immunities or limitations of liability to which it may be entitled pursuant to Minn. Stat. Ch. 466 or any other statute or law.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.

16. Default and Remedies.

- (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
- (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
- (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
- (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
 - (2) The County may enforce any additional remedies it may have in law or equity.
 - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

18. Ownership of Materials and Intellectual Property Rights.

- (a) Except as otherwise required by Minnesota or Federal Law, the County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the Contractor, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").
- (b) The Contractor represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall

indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Special Conditions. The Contractor understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
 - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
 - (b) The Contractor shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the Contractor or its agents or employees.
 - (c) The Contractor, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
20. Exhibits. The following exhibits are attached to and incorporated within this Subgrant Agreement.
 - Exhibit 1: Standard Assurances;
 - Exhibit 2: Service Grid;
 - Exhibit 3: Invoice Form
 - Exhibit 4: Community Partner Award Report
21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

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

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date

By: _____

Title: _____

Date: _____

Dakota County Contract _____
Dakota County BR 23-____

**CITY OF SOUTH ST. PAUL, MINNESOTA
CONTRACTOR**

By: _____

Title: _____

Date: _____

**EXHIBIT 1
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (“MGDPA”) and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information (“Protected PII”) as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the “Act”), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

Attycv/Exh SA (Rev. 1-23)

Purpose: SHIP Healthy Neighborhood Award

Contractor Activities:

- Contractor will carry out (implement) work and budget as stated in Exhibit 2, including Project Goal(s), Scope of Work and Budget
- Any changes to planned work and/or budget must be mutually agreed upon and provided to County Liaison a minimum of 3 weeks prior to implementation. Please allow a minimum of 14 business days for pre-approvals on final purchasing of services and/or supplies.
- Contractor will have at least one representative attend at least 3 SHIP Dakota County Healthy Neighborhood Community Partner meetings (tentative dates: 5/15/24, 8/14/24, 11/14/24, 3/11/25, time T.B.D. Note: meetings will typically be virtual, run approximately 60-90 minutes, with one meeting to be held in person.
- Contractor will provide a brief summary (up to 10 minutes) of their project outcomes at one of the scheduled Community Partner meeting either verbally and/or utilizing power point, as mutually agreed upon.
- Contractor will keep Public Health Liaison updated on project milestones, work status and other relevant project issues through email or phone check-ins as determined by both parties.
- Contractor shall submit monthly or quarterly invoices on Invoice Form provided (**Exhibit 3**) and include copies of all project-related receipts. **Payments are made on a reimbursement basis or after the purchase or service has occurred.**
- Contractor shall seek pre-approval on any public or external communications about the project and include the following SHIP and DCPH reference: “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health, and the Dakota County Public Health Department”.
- Contractor shall complete a final reporting document by **2 weeks prior to contract end date** that will include a summary of project outcomes, challenges, client feedback, survey, and/or stories of impact and in-kind expenses. Before- and- after- testimonials are encouraged. **Please use attached final reporting form (Exhibit 4).**

Notes: Deliverables and associated expenses are subject to change with mutual agreement in accordance with County policy.

County Public Health Liaison will support Contractor in the following ways:

- Provide guidance for final reporting and a template (Exhibit 4) for Contractor to use for the final reporting.
- Participate actively in ongoing project check-in meetings and be responsive to questions and concerns of the Contractor regarding work plans or budget.

- Review and approve media and communication materials as needed, ensuring the Minnesota Department of Health’s review and approval process is followed.

Project Goal(s), Scope of Work and Budget

- Plan a process and timeline for engaging with community members, priority populations and other stakeholders on current Parks and Rec needs/programming taking place for collaboration (e.g., South St. Paul school district, SSP public library, nearby lower-income housing)
- Plan a mentoring program for up to 2 UW-River Falls students to build staff and mentor capacity around youth mental well-being incorporation into Parks and Rec offerings
- Develop and send out survey residents to identify gaps/new ideas within the Parks offerings
- Synthesize information gleaned from surveys to develop of community-driven program
- Explore possible enhancements to the Parks Master Plan
- Identify and purchase of supplies/materials/equipment that reflect community input
- Program development to support new items/equipment (to include creation of new guidelines and policies for Parks around the shared equipment, etc.)
- Collaborate with Public Health Liaison throughout program implementation and evaluation

State Contract:

The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. County will provide copies of these contracts to Contractor upon request.

Interpreter:

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

Budget Total = \$8,000

| | | |
|---|---|---------|
| Staff Time | Staff time for connecting/planning with other stakeholders (Parks leadership, Schools, Libraries, etc.) to develop a plan for conducting community engagement/a community-driven program. Review of community input, development of new program/offering, implementation, and evaluation. | \$2,000 |
| Project Champions | Internship/Mentoring program with UW-RF including focus on youth mental well-being/Project Champion fees x 2 | \$500 |
| MOVES/Well-being equipment and supplies* | Equipment purchases (to be determined) that are directly related to information gathered from community and may include supplies for youth mental well-being 'Recovery/Chill' room at SSP parks and rec building. | \$5,000 |

| | | |
|--|--|----------------|
| Communications materials and promotional items | Any print items or other communications-related needs to support the engagement with community and/or implementation of new offerings | \$500 |
| | Total Contract Amount | \$8,000 |
| <i>In-Kind Estimate</i> | <i>In-Kind Estimate = Staff time, services, administrative components, etc. that the contracted organization will contribute as part of this project</i> | \$5,000 |

*Final equipment and/or supplies must be pre-approved by Public Health Liaison prior to purchase. Please allow a minimum of 3 weeks for approvals.

- a. This project led to increased knowledge, skills, or abilities among the participants or community
 Strongly disagree Disagree Neutral Agree Strongly agree
- b. This project led to positive behavior change(s)
 Strongly disagree Disagree Neutral Agree Strongly agree
- c. This project resulted in benefits to the community as a whole
 Strongly disagree Disagree Neutral Agree Strongly agree
- d. The project created new partnerships and connections
 Strongly disagree Disagree Neutral Agree Strongly agree
- e. Other and/or expand on any of the above (a.-e.):

7. Please share any additional data that relates to the impact of this project. (i.e., participant feedback from a training, % increase in healthy food sourced or distributed, assessment or survey summaries, other measures related to changes made)

8. Share a success story (2-3 sentences) from your SHIP 2023 Healthy Neighborhoods Community Partner Award highlighting how the project supported creating sustainable change in your organization and/or community. Feel free to include quotes, number of people affected, or additional detail, if desired.

9. Is there anything else you would like to share with us?

10. Do you have any photos (**with permission** to share) related to your project? If so, please send directly to your Public Health Community Liaison via email.

Dakota County SHIP Checklist

This checklist provides a list of items researched as being critical for sustaining Policy, System, and Environmental (PSE) changes. The checklist should be completed with staff and/or consultants who you worked with to implement the PSE change or SHIP (Statewide Health Improvement Partnership) initiative at your organization.

| Select one box per item | Yes | No | Notes |
|---|--------------------------|--------------------------|-------|
| There is leadership or organizational support for the initiative post-SHIP funding. | <input type="checkbox"/> | <input type="checkbox"/> | |

| Select one box per item | Yes | No | Notes |
|---|--------------------------|--------------------------|-------|
| There are opportunities for staff to participate in sustaining this initiative (assist with project monitoring, implementation, or evaluation, offer feedback, receive/provide training). | <input type="checkbox"/> | <input type="checkbox"/> | |
| This initiative aligns with our organization’s current goals, values, mission and/or strategic plan. | <input type="checkbox"/> | <input type="checkbox"/> | |
| There are opportunities to partner with other organizations/agencies to support this initiative (share expertise, receive/provide training, collaborate). | <input type="checkbox"/> | <input type="checkbox"/> | |
| We have identified potential funding sources or are able to draw from internal resources (staff time, part of our operational budget) to support this initiative, if needed. | <input type="checkbox"/> | <input type="checkbox"/> | |
| This initiative has met/will meet the needs of our target audience. | <input type="checkbox"/> | <input type="checkbox"/> | |
| This initiative will be sustainable post-SHIP funding. | <input type="checkbox"/> | <input type="checkbox"/> | |



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 5, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

8-M

AGENDA ITEM: Approve Encroachment Agreement for 1959 Butler Avenue

ACTION TO BE CONSIDERED:

Approve an encroachment agreement for a covered porch at 1959 Butler Avenue.

OVERVIEW:

Background

The Applicants, Dustin and Tara Hoeger, own the house at 1959 Butler Avenue. They unlawfully constructed a covered porch without obtaining a building permit and their porch encroaches into the City's road right-of-way for 20th Avenue North.

On October 16, 2023, the City Council approved Resolution #2023-158 and granted the Applicants a variance to keep their covered porch. The variance was conditioned upon the Applicants entering into an encroachment agreement with the City and obtaining a building permit for the porch.

The encroachment agreement stipulates that the Applicants do not have the right to build additional improvements in the City's right-of-way and the City is not responsible for the landowner's existing private improvements. Further, the Applicants are responsible for paying the cost difference if future projects in the right-of-way cost more because their porch partially obstructs the right-of-way. If the porch ever needs to be removed, either temporarily or permanently, the Applicants and their successors are responsible for all costs.

STAFF RECOMMENDATION:

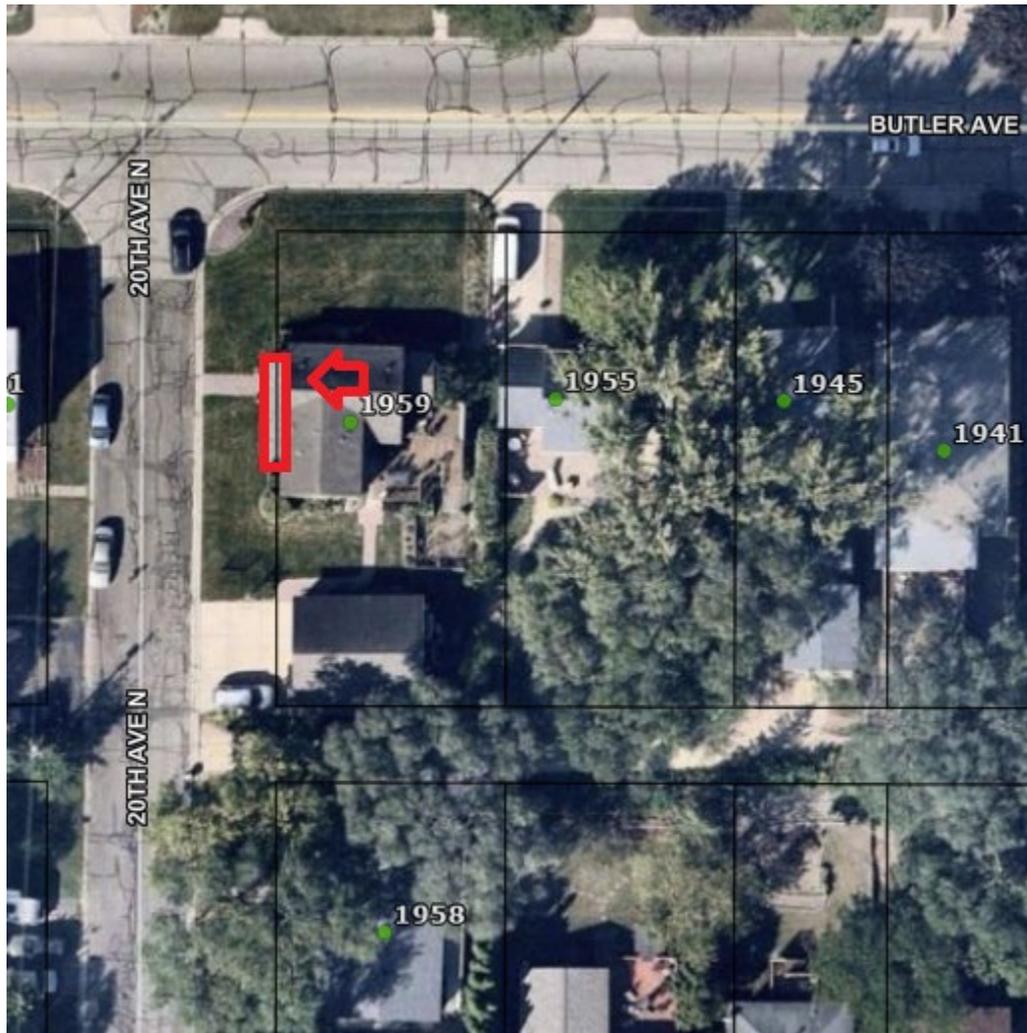
Staff recommends approval of the encroachment agreement.

SOURCE OF FUNDS: The Applicants paid an application fee and established an escrow to cover the cost of preparing the encroachment agreement.

Attachments

- A- Site Location Map**
- B- Aerial Photograph of Subject Property with Porch Addition Outlined**
- C- Google Streetview "Before" and "After" Photographs**
- D- Site Plan Showing Encroachment**

**ATTACHMENT B
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY WITH PORCH ADDITION
OUTLINED**



ATTACHMENT C

GOOGLE STREETVIEW “BEFORE” AND “AFTER” PHOTOGRAPHS

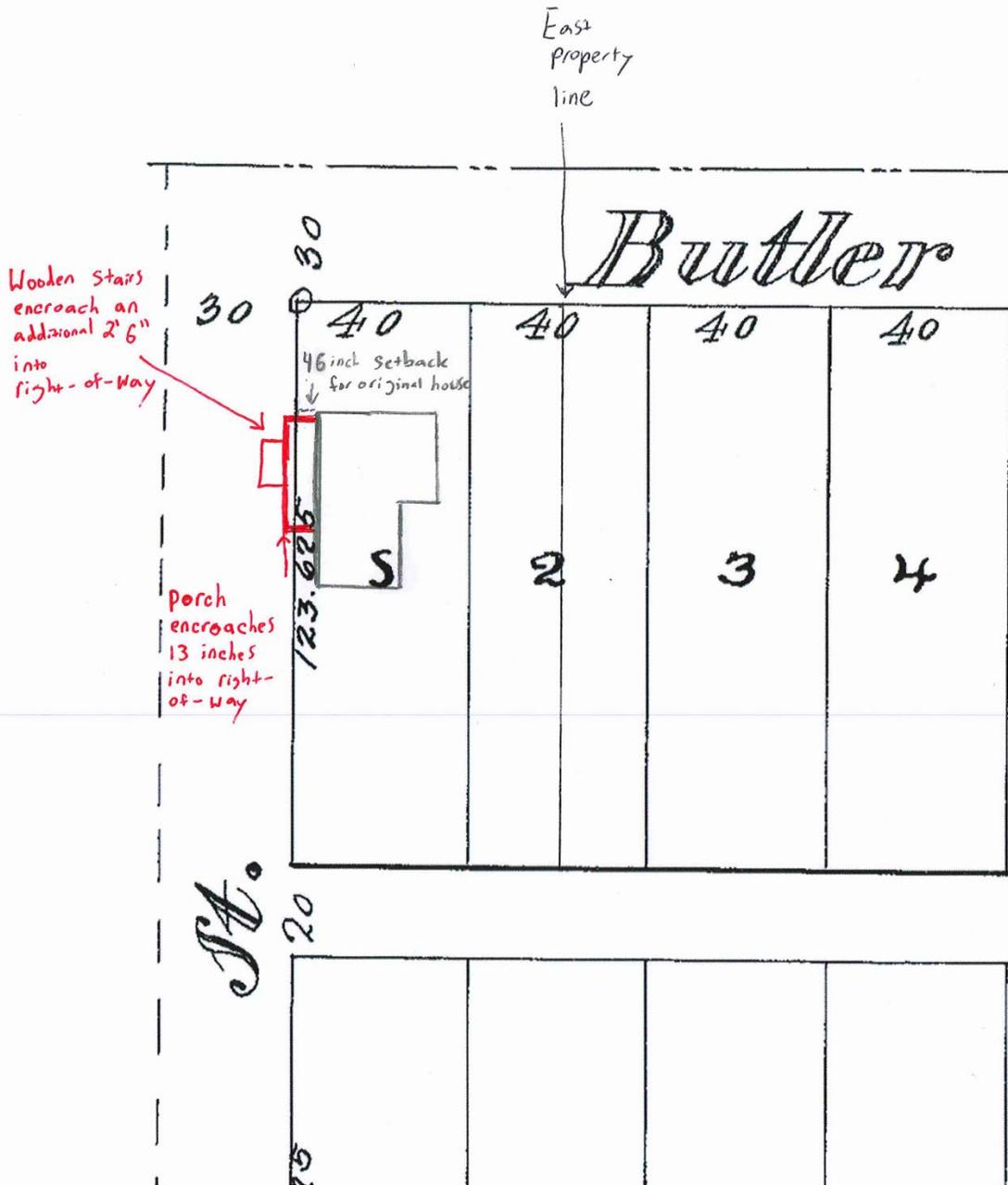


Google Streetview Photograph from 2013 Before Construction of Porch Addition



Google Streetview Photograph from 2022 After Construction of Porch Addition

ATTACHMENT D
SITE PLAN SHOWING ENCROACHMENT



Subject Property is Lot 1 and the West Half of Lot 2, Block 1

SIMON'S ADDITION SUBDIVISION

**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS LOCATED AT 1959 BUTLER AVENUE, SOUTH
ST. PAUL, DAKOTA COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS LOCATED AT 1959 BUTLER AVENUE, SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA (Agreement) is made this ____ day of _____, 2024, by and between the City of South St. Paul (“City”), a Minnesota municipal corporation, and Dustin Hoeger & Tara Hoeger, spouses married to each other (collectively “Landowner”).

Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

1.2 **City.** “City” means the City of South St. Paul, a Minnesota municipal corporation.

1.3 **Subject Property.** “Subject Property” means that certain real property located in the City of South St. Paul, Dakota County, Minnesota legally described on Exhibit A.

1.4 **Landowner.** “Landowner” means Dustin Hoeger & Tara Hoeger and their assigns and successors in interest with respect to the Subject Property.

1.5 **Landowner Improvements.** “Landowner Improvements” means the porch and steps constructed on the Subject Property and encroaching into the City Right of Way as depicted on Exhibit B.

1.6 **City Improvements.** “City Improvements” means the existing and future alleyway, roadway, sidewalks, sanitary sewer, municipal water and storm water pipes, conduits,

culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the Subject Property now or in the future.

1.7 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Improvements located in the Subject Property and the placement of additional City Improvements in the Subject Property. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Improvements, re-compacting the soils over the City Improvements, restoring the City Property area, and all engineering and attorneys’ fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Property, if such costs have not already been paid by the Landowners.

1.8 Pre-Encroachment Costs. “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.9 Cost Differential. “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Property located in South St. Paul, Dakota County, Minnesota.

Recital No. 2. Landowner has requested permission from the City to keep the Landowner Improvements within the City Right of Way for the benefit of the Subject Property.

Recital No. 3. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements at their sole cost;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Improvements and the placement of any future City Improvements in the City Property.
- c.) The Landowner agrees, at their sole cost, to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain,

and replace the existing City Improvements or construct future City Improvements in the City Property.

- d.) The Landowner agrees, at their sole cost, to modify the Landowner Improvements if the Landowner Improvements interfere with the City Improvements.

NOW, THEREFORE, THE CITY OF SOUTH ST. PAUL AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to keep the Landowner Improvements within the City Right of Way. The Landowner Improvements shall only be placed at the location specified in Exhibit B.

The Landowner shall not place any other structures, walls, fences, irrigation systems signs or buildings within the City Right of Way except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Property. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Right of Way.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City and City Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Property may be adversely affected by use of the City Right of Way. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of keeping the Landowner Improvements in the City Right of Way area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Improvements in the City Right of Way.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Right of Way in order for the City to gain access to the City

Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Improvements or adding future City Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Improvements or relating to construction of new City Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the

modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Property.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Property.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation, maintenance and repair of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Property for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 No Third Party Recourse. Third parties shall have no recourse against the City under this Agreement.

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

3.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.19 Headings. The subject headings of the sections in this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER

Dustin Hoeger & Tara Hoeger, spouses married to each other

Dustin Hoeger

Tara Hoeger

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Dustin Hoeger & Tara Hoeger, spouses married to each other, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument was drafted by:

LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, Suite 300
Eagan, Minnesota 55121
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY AND CITY PROPERTY

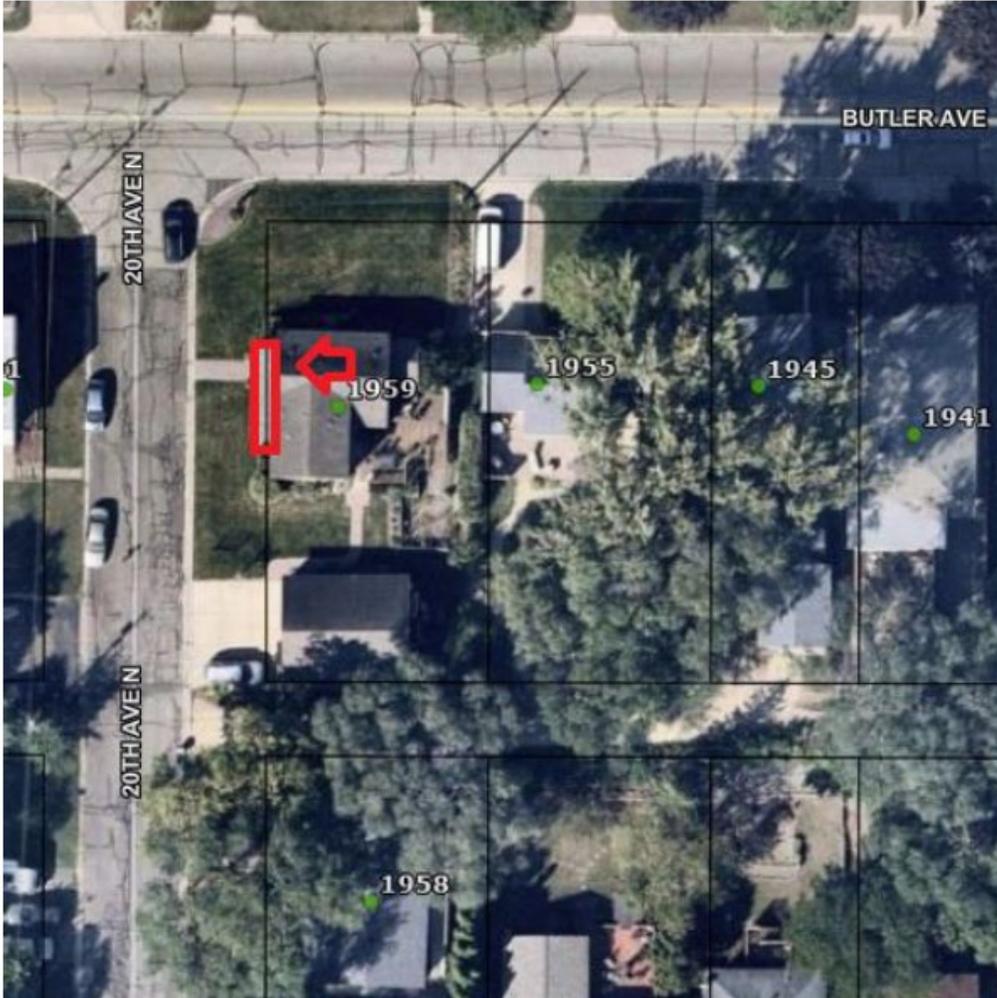
SUBJECT PROPERTY:

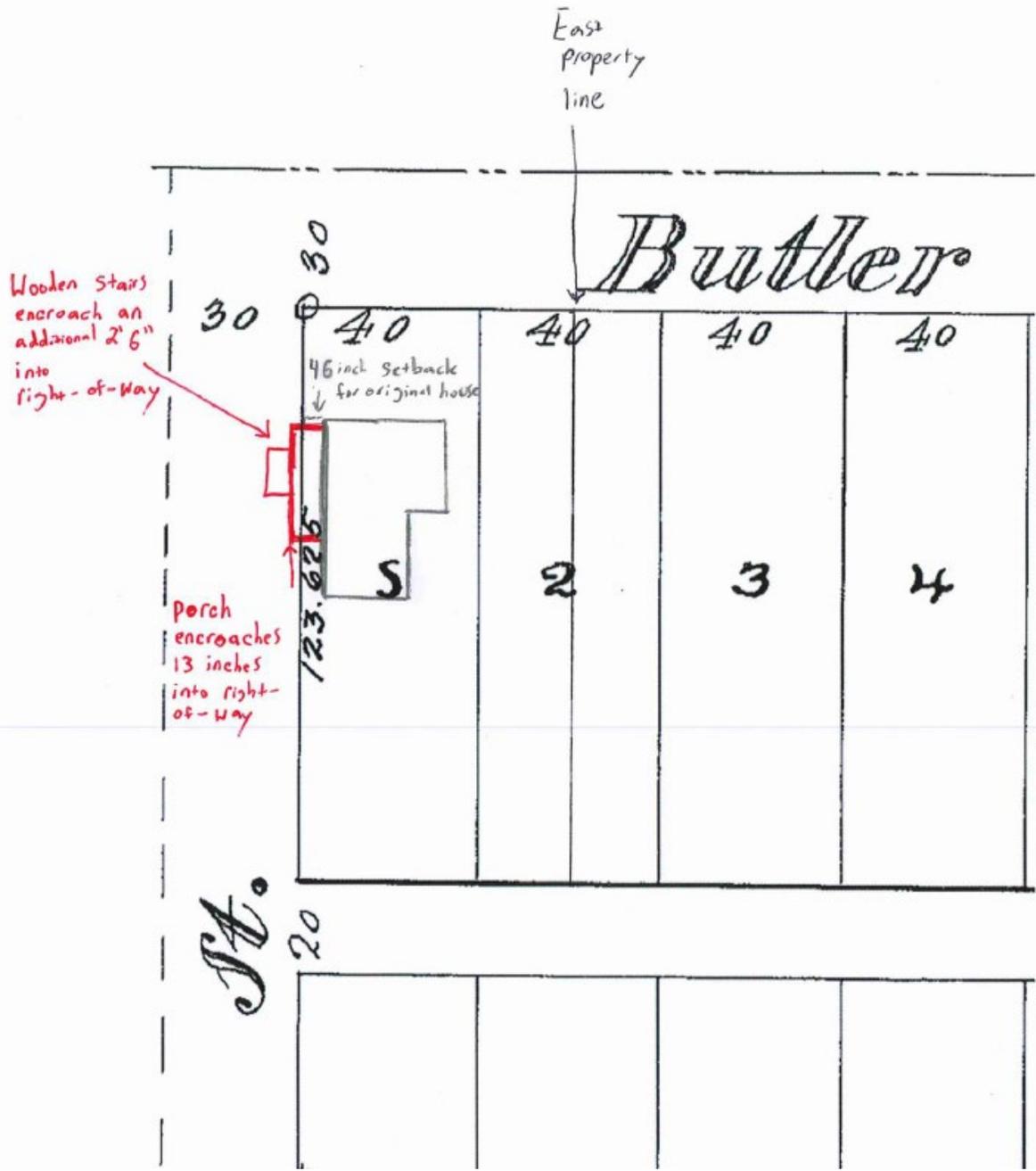
Lot 1, Block 2 and West half of Lot 2 Block 1, Simons Addition, Dakota County, Minnesota

PID: 36-68300-01-020

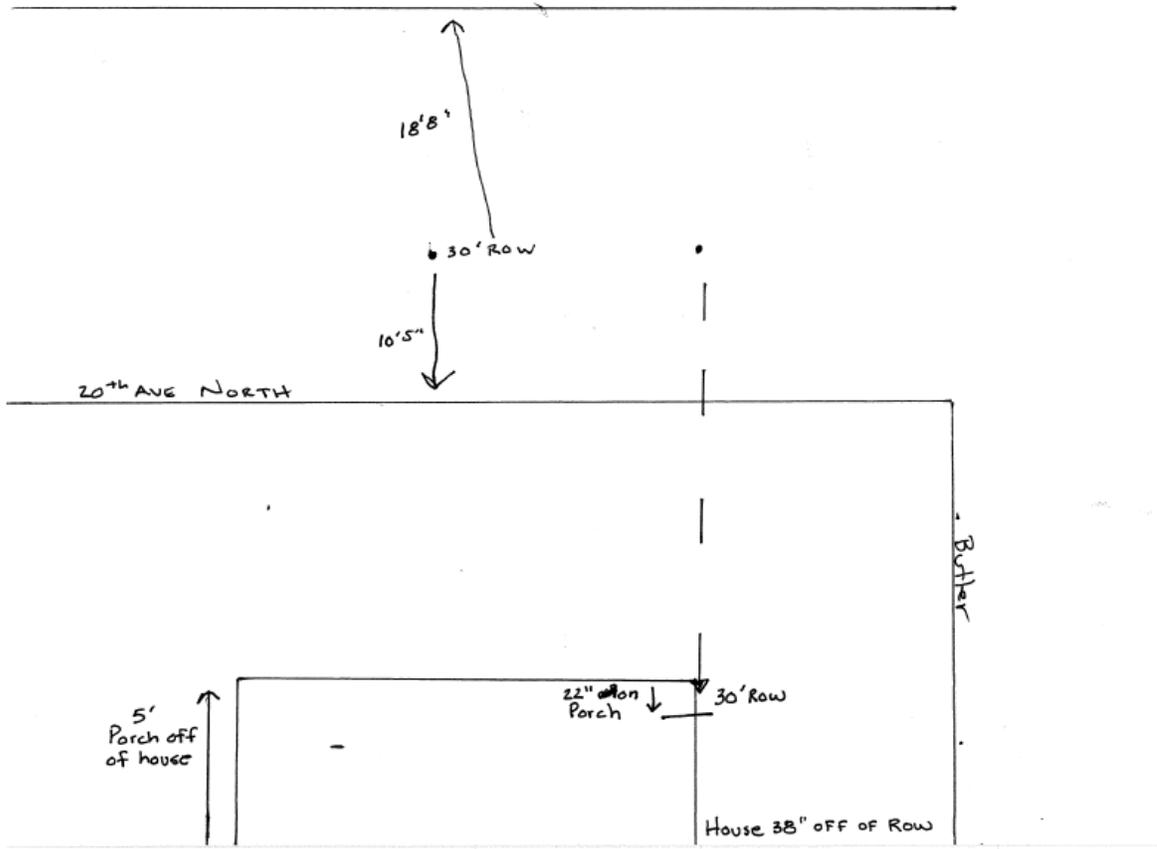
EXHIBIT B
DEPICTION OF ENCROACHMENT

ATTACHMENT B
AERIAL PHOTOGRAPH OF SUBJECT PROPERTY WITH PORCH ADDITION OUTLINED





1959 Butler Ave





City Council Agenda
Date: February 5, 2024
Department: City Clerk
Prepared by: Deanna Werner
Administrator: _____

8-N

Agenda Item:

Action to be considered: Appointment of Election Judges

Motion to adopt Resolution No. 2024-024, Appointing Election Judges for the Presidential Nominating Elections to be held on March 5, 2024.

Overview:

Section 204B.21, Subd. 2 of the Minnesota Election Laws requires that Election Judges shall be appointed by the governing body of the municipality.

The attached list of names includes Election Judges who have worked over the past several years, as well as new Election Judges. All Election Judges will be required to attend an additional training as mandated by State Law. to serve for the Presidential Nominating Primary. The Election Judges that are appointed by the City continue to provide some of the most efficiently run elections in Dakota County. They are very committed and dedicated to their work as Election Judges.

Source of Funds: N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION No. 2024-024

**RESOLUTION APPOINTING ELECTION JUDGES
AND ABSENTEE BALLOT BOARD
FOR THE 2024 Presidential Nominating Primary on March 5, 2024.**

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South St. Paul that the individuals listed on the attached Exhibit A are appointed to serve as Election Judges for the Elections to be held on March 5, 2024.

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

Adopted this 5th day of February 2024

City Clerk

Exhibit A

| Last Name | First Name | Assignment |
|------------------|-------------------|-------------------|
| Arneson | Cary | Election Judge |
| Baumann | Faye | Election Judge |
| Bernal | Ernesto | Election Judge |
| Bernal | Suzanne | Head Judge |
| Brandes | Catherine | Election Judge |
| Chadwick | Barb | Election Judge |
| Diaz | Linda | Election Judge |
| Feit | Joshua | Asst. Head Judge |
| Fritsche | Patricia | Election Judge |
| Gervais | Ryan | Election Judge |
| Goaley | Cathy | Election Judge |
| Goossens | LouAnn | Head Judge |
| Hiedeman | Scott | Election Judge |
| Hinz | Joseph | Election Judge |
| Hrinda | Deb | Election Judge |
| Jarman | Judy | Election Judge |
| Knock | Jerry | Election Judge |
| Peterson | Lisa | Election Judge |
| Picker | James | Election Judge |
| Polzin | Tom | Head Judge |
| Porter | Steven | Asst. Head Judge |
| Rakness | Rich | Asst. Head Judge |
| Randle Sr. | Michael | Head Judge |
| Roedler | George | Election Judge |
| Roedler | Jeanette | Election Judge |
| Schroeder | Patricia | Asst. Head Judge |
| Schroeder | Robin | Asst. Head Judge |
| Seliga | Cassidi | Election Judge |
| Weber | Jeremy | Election Judge |
| Werner | Tom | Asst. Head Judge |
| Willenbring | Tom | Head Judge |



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 5, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-A

AGENDA ITEM: Second Reading- Ordinance Amendment Allowing Dynamic Display Off-Premises Signs in the GB-General Business Zoning District.

ACTION TO BE CONSIDERED:

Motion to approve Ordinance 1419 allowing dynamic display off-premises signs in the GB-General Business zoning district.

OVERVIEW:

Application

The Applicant is the City of South St. Paul. The Applicant is proposing an ordinance amendment that would allow dynamic display off-premises signs (AKA electronic billboards) as a conditional use in the GB-General Business zoning district.

Background

South St. Paul, like many communities in Minnesota, currently prohibits billboard signs. The existing static billboard signs along Interstate 494 and Concord Street are “grandfathered” but no additional billboard signs can be constructed within city limits, and the current billboards cannot be expanded. Off-site advertising signage, which is signage that advertises a business that is not located on the same property as the sign, is not currently allowed in any zoning district in any part of South St. Paul. Cities that prohibit off-site advertising generally do so for aesthetic reasons with the goal of preventing visual clutter.

There are a number of municipalities in the metro area, including West St. Paul, that have made the decision to legalize electronic billboards. Some of these communities have partnered with billboard advertising companies to build new highway-oriented electronic billboard signs on City-owned land. In these situations, typically the City would continue to own the land but would lease it to a private company which would construct, maintain, and operate the billboard. The lease can be a very good revenue generator for the City. Regardless of ownership, having an electronic billboard in town allows the City to promote community events and share public safety messages such as Amber Alerts with drivers using the highway. Many cities require electronic billboard owners to provide a fixed amount of free public service messaging each month.

The City Council has previously demonstrated support for allowing limited electronic billboards. In late 2023, the City Council directed staff to update the code to allow electronic billboards in the GB-General Business district with a conditional use permit.

Process for Developing the Proposed Ordinance

To prepare for writing the proposed ordinance, City Staff reviewed electronic billboard ordinances from other metro-area suburban communities to identify best practices. City Staff also looked to the 2040 Comprehensive Plan which calls for improving the aesthetics of the I-494 corridor and protecting the aesthetics of the Mississippi River Critical Corridor Area (MRCCA).

The proposed ordinance includes numerous best practices that are designed to prevent nuisances to neighboring properties and ensure that the sign will be aesthetically pleasing and not distracting to drivers. Staff facilitated several conversations with the City Council and there are a few basic principles that underpin the proposed ordinance:

1. The Department of Natural Resources requires the City to adopt minimum MRCCA standards but actively encourages Cities to take additional steps to protect the aesthetics of the MRCCA. New electronic billboards should not be allowed in the Mississippi River Critical Corridor Area to protect the aesthetics of the river area. The existing static billboards in the river area are “grandfathered” but they are not allowed to expand. Existing static billboards in the river area should not be allowed to be intensified and converted to electronic billboards, as this would increase their value and make it less likely that they will be discontinued in the future.
2. The City does not want to see any new static billboards in town since they result in visual clutter, are inefficient, and do not allow for community event messages or Amber Alerts.
3. Performance standards need to be carefully calibrated to minimize impacts to adjacent properties.

Where Would New Electronic Billboard Signs be Allowed?

The draft ordinance would allow electronic billboards only in the GB-General Business zoning district on properties that abut Interstate 494. It would prohibit any new billboards in the Mississippi River Critical Corridor Area (MRCCA) so only properties with GB zoning that are outside of the MRCCA would be eligible.

Key Features of Proposed Ordinance

As proposed, all electronic billboards will require a conditional use permit. This means that the City can attach “case by case” conditions to each project and can potentially deny a conditional use permit in a situation where Code criteria are not being met. Some other key features of the proposed ordinance are:

- The ordinance is designed to prevent visual clutter and protect the aesthetics of the I-494 corridor.
 - Static billboards are prohibited. Only electronic billboards are allowed.

- There is a 2,000-foot spacing requirement between electronic billboards.
- Height is restricted to 50 feet above the highway surface of I-494.
- The total size of the sign face is restricted to 700 square feet per side.
- The base of the sign must be decorated with brick, stone, block, EIFS, or some similar decorative material.
- The message on the sign cannot change more often than once every 8 seconds. *This is the same rule the City already has in place for other electronic signs.*
- There are specific “maximum brightness” levels that are different depending on whether it is day or night. The sign must have light monitoring technology that will automatically adjust the brightness.
- The sign must use light blocking technology so those who look at it from the side do not perceive the full brightness.
- The sign operator must provide all of the lighting specifications at the time of permit application. After the sign has been built, they must provide proof that it is being operated in accordance with the City Code upon request by the City.
- The sign operator is required to enter into an agreement to provide the City with up to 30 hours of free messaging each month.
- A property or business that wants to have an electronic billboard is allowed to have up to 200 square feet of total site signage in addition to the billboard. If they have more than 200 square feet of signage today, they must reduce their site signage to qualify for a conditional use permit to have a billboard.

Conditional Use Permit Criteria

If electronic billboards are allowed with a conditional use permit, each proposed sign will be reviewed using the following criteria:

1. That the conditional use, which such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
2. If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
3. That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
4. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.

5. That 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.
6. In business districts, certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

Discussion

Allowing electronic billboards is a policy decision that the City Council must make. The City Council has previously told Staff that they are in favor of legalizing electronic billboard signs in South St. Paul so long as the location and operation of these signs is carefully regulated. They have expressed to Staff that they do not believe electronic billboards will have a negative impact on community aesthetics if there is a spacing requirement, and new billboards are not allowed in the Mississippi River Critical Corridor Area (MRCCA).

Staff feels confident that the proposed ordinance is consistent with “best practices” and will be an effective tool for regulating this type of signage if the City Council wants to move forward with the legalization of electronic billboards along Interstate 494.

PLANNING COMMISSION PUBLIC HEARING AND RECOMMENDATION:

The Planning Commission held a public hearing for the proposed ordinance at their January 3rd meeting. No members of the public spoke at the public hearing for the ordinance and no comments were received. The Planning Commission was supportive of making the policy change to allow electronic billboards in the GB district for properties outside of the MRCCA. The Planning Commission recommended approval of the proposed ordinance with a 5-0 vote.

STAFF RECOMMENDATION:

The City Council introduced this ordinance for a first reading at the January 15, 2024 meeting. If the City Council wants to move forward with the legalization of electronic billboards along Interstate 494, Staff recommends that the City Council approve Ordinance 1419.

ATTACHMENTS

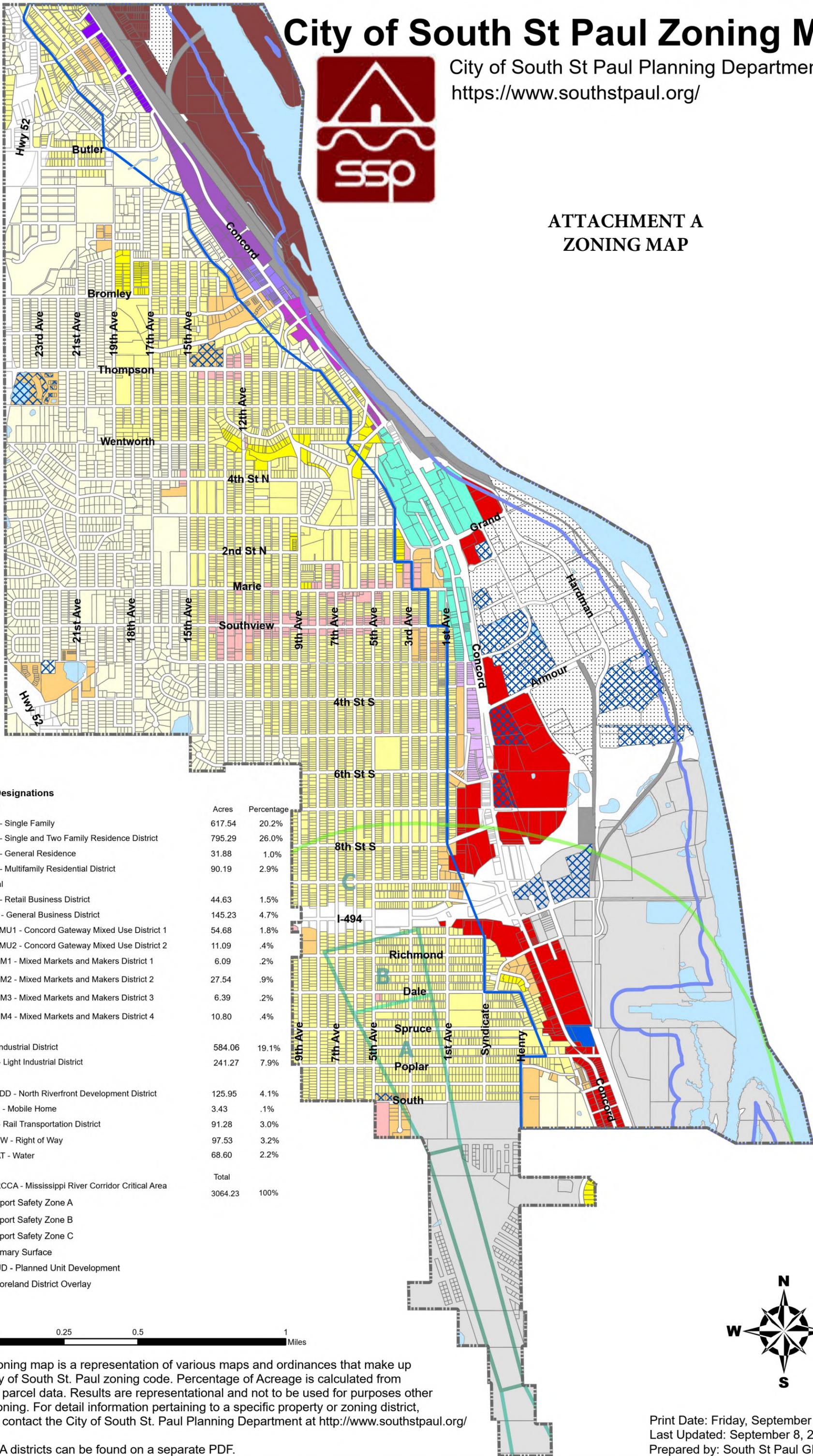
A. ZONING MAP

City of South St Paul Zoning Map

City of South St Paul Planning Department
<https://www.southstpaul.org/>

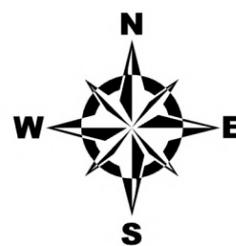
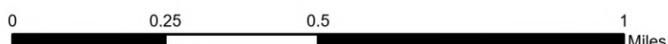


ATTACHMENT A ZONING MAP



Zoning Designations

| | Acres | Percentage |
|---|----------------|-------------|
| Residential | | |
| R1 - Single Family | 617.54 | 20.2% |
| R2 - Single and Two Family Residence District | 795.29 | 26.0% |
| R3 - General Residence | 31.88 | 1.0% |
| R4 - Multifamily Residential District | 90.19 | 2.9% |
| Commercial | | |
| C1 - Retail Business District | 44.63 | 1.5% |
| GB - General Business District | 145.23 | 4.7% |
| CGMU1 - Concord Gateway Mixed Use District 1 | 54.68 | 1.8% |
| CGMU2 - Concord Gateway Mixed Use District 2 | 11.09 | .4% |
| MMM1 - Mixed Markets and Makers District 1 | 6.09 | .2% |
| MMM2 - Mixed Markets and Makers District 2 | 27.54 | .9% |
| MMM3 - Mixed Markets and Makers District 3 | 6.39 | .2% |
| MMM4 - Mixed Markets and Makers District 4 | 10.80 | .4% |
| Industrial | | |
| I - Industrial District | 584.06 | 19.1% |
| I-1 - Light Industrial District | 241.27 | 7.9% |
| Other | | |
| NRDD - North Riverfront Development District | 125.95 | 4.1% |
| MH - Mobile Home | 3.43 | .1% |
| RT- Rail Transportation District | 91.28 | 3.0% |
| ROW - Right of Way | 97.53 | 3.2% |
| WAT - Water | 68.60 | 2.2% |
| Total | 3064.23 | 100% |



This Zoning map is a representation of various maps and ordinances that make up the City of South St. Paul zoning code. Percentage of Acreage is calculated from county parcel data. Results are representational and not to be used for purposes other than zoning. For detail information pertaining to a specific property or zoning district, please contact the City of South St. Paul Planning Department at <http://www.southstpaul.org/>

MRCCA districts can be found on a separate PDF.

Print Date: Friday, September 8, 2023
 Last Updated: September 8, 2023
 Prepared by: South St Paul GIS

**City of South St. Paul
Dakota County,
Minnesota Ordinance
No. 1419**

**AN ORDINANCE AMENDMENT ALLOWING ELECTRONIC BILLBOARD SIGNS
IN THE GENERAL BUSINESS ZONING DISTRICT**

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-333 is hereby amended as follows:

Sec. 118-333. Definitions.

Dynamic display off-premises sign means an off-premises sign or portion thereof that displays electronic static or dynamic text, images, graphics, or pictures where the message change sequence is accomplished by any method other than physically or mechanically removing and replacing the sign face or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the billboard. This includes a display that incorporates a technology or method allowing the sign face to change the image without physically or mechanically replacing the sign face or its components. This also includes, but is not limited to, any display that incorporates light bulbs, fiber optics, LED lights manipulated through digital input, “digital ink”, or any other method or technology that allows the sign face to present a series of text, images, or displays. An off-premises sign is a sign that bears a message promoting a use that is not located on the subject property or premises.

Static off-premises sign means an off-premises sign or portion thereof that displays static text or images which can only be modified by physically or mechanically removing and replacing the sign face or its components. A static off-premises sign is an entirely different type of sign than a dynamic display off-premises sign and it is not permissible for the owner of a lawful nonconforming static off-premises sign to intensify their nonconformity by converting any part the static off-premises sign to a dynamic display off-premises sign. An off-premises sign is a sign that bears a message promoting a use that is not located on the subject property or premises.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-337 is hereby amended as follows:

Sec. 118-337. Prohibited signs.

- (a) Abandoned signs.
- (b) Balloon signs.
- (c) Flags other than noncommercial flags.
- (d) Illegal signs.

(e) Off-premises signs, except dynamic display off-premises signs as allowed in subsection 118-338(p) and sandwich board signs as permitted in subsection 118-336(g).

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-338 is hereby amended as follows:

Sec. 118-338. General provisions applicable to all zoning districts.

(d) *[Distance from lot lines.]* Except for projecting signs, attached wall signs, awning and canopy signs, dynamic display off-premises signs, and signs that are listed as exceptions in section 118-336, signs in all zoning districts shall be located at least five feet from all lot lines.

(i) *Pylon signs.* Pylon signs are prohibited in all zoning districts except for the following: freeway signs which are only allowed by a conditional use permit in the general business (GB) and industrial (I) zoning districts. Unless a more restrictive size is stated in each zoning district, freeway signs shall not exceed 15 feet above the height of the interstate roadway surface at the point thereof nearest the proposed sign. The gross area of the individual sign shall not exceed 200 square feet. When in conflict, the more restrictive size shall apply.

(1) Freeway signs may be allowed by conditional use permit in the General Business (GB), Industrial (I), and Light Industrial (I-1) zoning districts. Unless a more restrictive size is stated in a particular zoning district, a freeway sign shall not exceed 15 feet above the height of the interstate roadway at the point thereof nearest the proposed sign. The gross area of the individual sign shall not exceed 200 square feet. When in conflict, the more restrictive size shall apply.

(2) Dynamic display off-premises signs may be allowed by conditional use permit in the General Business (GB) district, subject to the standards listed in subdivision 118-338 (p).

(p) Dynamic display off-premises signs.

(1) Findings, Purpose, and Intent. The City desires to facilitate communication between area businesses and nonprofits and drivers utilizing the Interstate 494 corridor and also desires to promote the health, safety, and welfare of the community through public service messaging. Dynamic display off-premises signs are able to cycle through a number of different messages and can communicate all of these messages effectively without causing a proliferation of sign structures and sign surfaces along the highway corridor. With this type of signage, there are opportunities for the City and public safety agencies to communicate about local events and critical emergencies. The City does not allow static off-premises billboard signage because these signs are inefficient, result in visual clutter, and are unable to support emergency messaging or the efficient promotion of community events.

The City is committed to protecting the aesthetics of the Mississippi River Corridor Critical Area (MRCCA), a part of the community that is protected by State Statute and

shares a border with the Mississippi National River and Recreation Area, a unit of the National Park Service. Consistent with State Statute, the City administers a local MRCCA ordinance which contains numerous provisions designed to protect the community's scenic vistas, especially views to and from the river and river bluffs. The Department of Natural Resources requires the City to adopt minimum MRCCA standards but actively encourages Cities to take additional steps to protect the aesthetics of the MRCCA. To protect this critical resource area from visual clutter, it is the City's intention that no new billboard signage shall be permitted in the MRCCA and no existing nonconforming billboard signage in the MRCCA shall be permitted to be expanded or intensified in a way that will increase its value and make its discontinuance more unlikely.

(2) Location and Eligibility

- a. Dynamic display off-premises signs shall only be allowed on properties that are zoned GB-General Business.
- b. A dynamic display off-premises sign may only be erected on a property abutting Interstate Highway 494. The dynamic display off-premises sign must be oriented towards and designed to be viewed from Interstate Highway 494.
- c. Dynamic display off-premises signs are prohibited on properties located within the Mississippi River Corridor Critical Area (MRCCA) overlay district.
- d. The minimum distance in any direction between any two off-premises dynamic display signs shall be two thousand (2,000) feet.

(3) Conditional Use Permit Required. A conditional use permit shall be required for any dynamic display off-premises sign.

(4) Performance Standards. Dynamic display off-premises signs are subject to the following requirements:

- a. All dynamic display off-premises signs shall comply with federal and state rules and regulations for signs along interstates and highways and shall obtain any required federal and state permits.
- b. The maximum allowable size shall be seven hundred (700) square feet per sign surface and no sign shall contain more than two (2) sign surfaces. Each sign surface must be designed to be read from an opposite direction.
- c. The maximum allowable height is fifty (50) feet from the grade of the travel lane of Interstate 494.
- d. The design of the sign and its support structure shall be approved by the City. The base or support structure shall incorporate EIFS, veneer, brick, stone, decorative block, or a similar cladding material that has been approved by the City.

- e. Dynamic display off-premises signs shall have a minimum display duration of eight (8) seconds. Such displays shall contain static messages only. The change from one static message to another shall either be instantaneous without any special effects or shall employ a dissolve or fade transition or another subtle transition technique that does not have the appearance of moving text or images. No transition may take longer than one second.
- f. The sign shall be rectangular in shape and all messages must be contained within the sign. The portion of any dynamic or illuminated sign that is used for the conveyance of any message will be included within the overall size of the sign.
- g. The sign must be freestanding and shall not be affixed to any building.
- h. The sign may not emit any sound.
- i. The sign shall have ambient light monitors installed and shall be configured to allow such monitors to automatically adjust the brightness level of the electronic sign based on light conditions at all times.
- j. The sign shall comply with the following brightness standards: the sign shall not exceed seven thousand five hundred (7,500) Nits (candelas per square meter) between the hours of civil sunrise and civil sunset measured from the face of the sign. During nighttime hours, the sign shall not exceed five hundred (500) Nits. The light level shall not exceed 0.3 footcandles above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of the message center sign area multiplied by 100. Example: 12 square foot sign $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.
- k. Dynamic display billboards shall be constructed with the use of light-blocking technology. As measured from a point on the sign face furthest from the right-of-way, the area on the ground more than 22.5 degrees from the roadway must be light protected by light-blocking technology. "Light protected" is defined as having a reduction of brightness/luminance (and visibility) of over 90 percent, or equivalently, a remaining brightness of less than ten percent as compared to the nominal forward brightness of the sign.
- l. The sign shall have a fully-functional monitoring off switch system that shuts the dynamic display sign off when the display deteriorates, in any fashion, five (5) percent or greater until the dynamic display sign has been repaired to its fully-functional factory specification.
- m. The lamp wattage and luminance level in Nits of the sign shall be provided at the time of permit application from the owner or operator of the sign. The sign must at all times be operated in accordance with City Code and the owner or operator shall provide proof of such conformance upon request of the City.
- n. Public service messages, in addition to emergency messages such as Amber Alerts, shall be provided on the dynamic display billboard sign at no cost to the public. Any Applicant for a conditional use permit for an off-premises dynamic display sign shall enter into an agreement with the City to provide up to 30 hours of no-cost display time per month on each face of the sign, with each display

lasting 8 seconds. The messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 AM time frame.

o. Portable dynamic display off-premises signs are not allowed in any district.

p. Nonconforming static off-premises signs may not be converted to dynamic display off-premises signs.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-339 is hereby amended as follows:

Sec. 118-339. Permitted signs by district.

See Figure A-1 detailing permissible signs by district.

Figure A-1

| | R-1 R-2 R-3 | R-4 | CGMU-1 | CGMU-2 | MMM | C-1 | GB | I |
|---|-------------------|-----|--------|--------|-----|-----|------|------|
| Maximum Gross Area of all Signage on the Property (Square Feet) | 6* | 24* | 150 | 150 | 150 | 150 | 200* | 200* |
| Individual Sign Maximum Gross Area (Square Feet) | 6 | 24 | 100 | 100 | 100 | 100 | 100* | 100* |
| Maximum Height (Feet) | 6 | 6 | 6 | 6 | 6 | 6 | 10* | 10* |
| Area Identification Signs | P | P | P | P | P | P | P | P |
| Box or Cabinet Signs | C* | P | P | P | P | P | P | P |
| Dynamic Display Signs | C* | C* | C* | C | C | C | C | — |
| <u>Dynamic Display Off-Premises Signs</u> | == | == | == | == | == | == | C* | == |
| Electronic Changeable Copy Signs | C* | C* | C* | C | C | C | C | C |
| Electronic Graphic Display Signs | C* | C* | C* | C | C | C | C | — |
| Freeway Signs | — | — | — | — | — | — | C* | C |
| Illuminated Canopy and Awning Signs | C | P | C | C | C | C | C | C |
| Menu Board Signs | — | — | C* | C | C | C | C | C |
| Monument Signs | C* | P | C* | P* | P* | P | P | P |
| Nonelectronic Changeable Copy Signs | C | P | C* | C* | C* | P | P | P |
| Nonilluminated Awning and Canopy Signs | P | P | P | P | P | P | P | P |
| Projecting Signs | C | P | P | P | P | P | P | — |
| Pylon Signs | — | — | — | — | — | — | — | — |
| <u>Static Off-Premises Signs</u> | == | == | == | == | == | == | == | == |
| Wall Signs | C | P | P | P | P | P | P | P |

- (g) Within the GB: General business zoning district signs must comply with the following regulations:
- (1) Aggregate property signage: The maximum gross signage for a property shall not exceed one and one-half times the lineal feet of the longest building frontage facing a public street or 200 square feet in gross area, whichever is greater, unless otherwise excepted below in [subsection] 118-339(g)(5)d.
 - (2) Individual signs: The maximum gross area per sign shall not exceed 100 square feet in gross area and 12 feet in height, or as otherwise excepted below in subsection 118-339(g)(5)d.
 - (3) Freeway signs are not permitted in that part of the GB district north of I-494, east of Trunk Highway 56 (Concord Street), south of Wentworth extended easterly and west of the Mississippi River.
 - (4) The following types of signs are permissible:
 - a. Area identification signs.
 - b. Box or cabinet signs.
 - c. Monument signs, which may be up to ten feet in height.
 - d. Nonelectronic changeable copy signs.
 - e. Nonilluminated awning and canopy signs.
 - f. Projecting signs.
 - g. Wall signs.
 - (5) The following types of signs require a conditional use permit:
 - a. Dynamic display signs, subject to the requirements of subsection 118-339(c)(4)c.
 - b. Electronic changeable copy and electronic graphic display signs, subject to the requirements of subsection 118-339(c)(3)b.
 - c. Illuminated canopy and awning signs.
 - d. Menu board signs subject to the requirements of subsection 118-338(g).
 - e. Freeway sign subject to the following requirements:
 1. One freeway sign is allowed per property.
 2. The maximum gross area of a freeway sign shall not exceed 200 square feet in area and 15 feet above the height of the interstate roadway surface at the point thereof nearest the sign.
 3. The sign must be located on the portion of the property closest to the freeway and may not be closer than 350 feet from any other freeway sign on the same side of the freeway, as measured in a straight line from the base of the sign to the base of any other freeway sign.

4. A property with a freeway sign shall be allowed to have a maximum aggregate property signage of at least 300 square feet, regardless of the length of the building frontage.

f. Dynamic display off-premises signs on properties that are outside of the Mississippi River Critical Corridor Area (MRCCA), subject to the requirements of Section 118-338(p). A property or business that has a dynamic display off-premises sign shall be permitted to have up to 200 square feet of total site signage in addition to the dynamic display off-premises sign. A property or business that currently exceeds 200 square feet of site signage must reduce their total site signage to 200 square feet or less in order to qualify for a conditional use permit to have a dynamic display off-premises sign.

SECTION 5. 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:

This ordinance legalizes dynamic display off-premises signs in the GB-General Business zoning district and establishes performance standards for this type of signage.

SECTION 6. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: _____

Published: _____

Deanna Werner, City Clerk



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 5, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-B

AGENDA ITEM: Conditional Use Permit for Blue Ox Media Group's Proposed Dynamic Display Off-Premises Sign

ACTION TO BE CONSIDERED:

Motion to approve Resolution 2024-23 approving a conditional use permit for Blue Ox Media Group's Proposed Dynamic Display Off-Premises Sign.

OVERVIEW:

Application

The Applicant, Blue Ox Media Group, is proposing to enter into an agreement with the City of South St. Paul to place a dynamic display off-premises sign (aka electronic billboard) on a piece of City-owned land that is adjacent to US Interstate 494. The property hosts a pump house that helps supply drinking water for the City's water system. The City would continue to own the land and the Applicant would enter into a long-term lease to place their electronic billboard there. The Applicant is seeking a Conditional Use Permit for a dynamic display off-premises sign.

Background

South St. Paul, like many communities in Minnesota, currently prohibits all billboard signs. The existing static billboard signs along Interstate 494 and Concord Street are "grandfathered" but no additional billboard signs can be constructed, and the current billboards cannot be expanded or intensified. Off-site advertising signage, which is signage that advertises a business that is not located on the same property as the sign, is not currently allowed in any zoning district in any part of South St. Paul. Cities that prohibit off-site advertising generally do so primarily for aesthetic reasons with the goal of preventing visual clutter.

There are a number of municipalities in the metro area, including West St. Paul, that have made the decision to legalize electronic billboards. Some of these communities have partnered with billboard advertising companies to build new highway-oriented electronic billboard signs on City-owned land. In these situations, typically the City would continue to own the land but would lease it to a private company which would construct, maintain, and operate the billboard. The lease can be a good revenue generator for the City. Regardless of ownership, having an electronic billboard in town allows the City to promote community events and share public safety messages such as Amber Alerts with drivers using the highway. Many cities require electronic billboard owners to provide a fixed amount of free public service messaging each month.

The City Council has previously demonstrated support for allowing limited electronic billboards and directed staff to release a request for proposal (RFP) to determine if any advertising companies were interested in a partnership. The City released the RFP and received two proposals. The City

selected the proposal from Blue Ox Media Group, a Minnesota company that specializes in digital billboard advertising in the Twin Cities.

The City is currently reviewing a proposed ordinance amendment that would allow dynamic display off-premises signs in the GB-General Business zoning district with a conditional use permit. The City is the Applicant for the ordinance amendment. Blue Ox Media Group's conditional use permit request can only be approved if the City's ordinance amendment is approved first.

Site Information

The subject property is a 10,269 square foot parcel located directly adjacent to the south side of Interstate 494. The property sits by itself and is at the same elevation as the highway. The property hosts a pump house that helps supply drinking water for the City's water system. The pump house is essentially a 225 square foot utility shed with a large emergency generator behind it. Underneath the subject property, there are significant buried utilities that support the pump house's operations.

There is a residential neighborhood to the south of the subject property, but the houses and their yards sit on top of a bluff and the houses all have an elevation roughly 30 feet higher than the subject property. The pump house property is about 778 feet above sea level and the back of the nearby houses at the top of the bluff are about 810 feet above sea level. The bluff is wooded and many of the trees are quite tall. There is a platted but unbuilt alley that separates the subject property from the residential properties at the top of the bluff.

Zoning

The subject property is zoned GB-General Business and guided "Right-of-Way" in the 2040 Comprehensive Plan. It is not located within the Mississippi River Critical Corridor Area which means that it will qualify for a conditional use permit for a dynamic display off-premises sign if the ordinance amendment currently under review is approved.

Conditional Use Permit and Site Plan Review

The Applicant has submitted a site plan and elevation drawings of their proposed sign. To summarize the detailed analysis presented in the attached Planning Commission report:

- If the proposed electronic billboard ordinance is approved, the proposed sign will comply with the new performance standards that are being adopted (spacing, pole design, size & shape, etc.).
- The sign will be oriented so that the faces are visible to drivers using the highway. One face will be oriented towards eastbound drivers and one face will be oriented towards westbound drivers. The electronic billboard will use light-blocking technology which will limit the visual impact to those who are not looking at the sign directly.
- The residential neighborhood south of the proposed billboard sign sits 30 feet above the highway at the top of a bluff. The proposed sign will rise roughly 15 feet higher than the

top of this bluff. The top of the bluff is vegetated with tall trees. During leaf-on conditions, the view of the billboard should be greatly obscured for the properties on top of the bluff because of the grade difference and the tree coverage. The Applicant is proposing to plant six coniferous trees at the top of the bluff to further increase screening.

- The neighborhood across the highway to the north is buffered from the highway by a large MnDOT sound wall. This provides a significant amount of visual screening for the properties that are north of the wall.

Proposed Conditions

The City can attach reasonable “case by case” conditions to a Conditional Use Permit to regulate the use and ensure harmony with surrounding land uses. Conditional Use Permits “run with the land” forever and transfer if the property changes hands. Staff is recommending a number of conditions for the proposed conditional use permit including:

- Requiring a preconstruction meeting with Public Works and Engineering to ensure the sign’s construction does not disrupt pump house operations.
- Requiring MnDOT and FAA approvals before construction begins.
- Restating the City Code’s key performance standards for electronic billboards to make it very clear what the rules are for operating this billboard.
- Requiring six coniferous trees to be planted on the bluff and collecting an escrow to ensure that the trees are planted and kept alive.
- Requiring the Applicant to ensure that the City continues to have an acceptable level of access to the pump house if it needs to be repaired, replaced, or serviced.

Because the City is the landowner, the City will need to enter into a lease with the Applicant. The lease will make it clear what the City’s responsibilities are and what the Applicant’s responsibilities are when it comes to the proposed sign.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the conditional use permit at their January 3rd meeting. Two members of the public attended the meeting and provided comments. Draft meeting minutes are included as an attachment. Some highlights from the meeting were:

- The Planning Commission was very supportive of the idea of adding additional screening trees to the bluff. They encouraged the Applicant to meet with neighboring property owners to answer questions and address concerns.
- One of the neighbors who attended the public hearing asked if the Applicant could provide renderings of what the billboard will look like from the neighborhood south of the sign and the neighborhood north of the sign. The Applicant agreed to have renderings

prepared which would be submitted to City Staff and included in the City Council packet. The sign faces are going to be oriented at the highway so most people in the neighborhoods will be looking at the sides of the sign if they are able to see it at all.

- One of the neighbors who attended the public hearing expressed a concern that the electronic billboard might emit noise that is inaudible to humans but harmful to animals. The Applicant stated that the type of electronic billboard that they are installing does not emit any noise whatsoever and they will submit documentation to support that which will be included in the City Council packet.

The Planning Commission was supportive of the conditional use permit and recommended approval with a 5-0 vote.

STAFF RECOMMENDATION:

If the City Council approves the proposed ordinance amendment allowing electronic billboards in the GB-General Business zoning district, Staff recommends approval of Resolution #2024-23 approving a conditional use permit for Blue Ox Media Group's Proposed Dynamic Display Off-Premises Sign.

SOURCE OF FUNDS: The Applicant paid an application fee and established an escrow to cover the cost of reviewing the conditional use permit.

EXTENDED 120-DAY REVIEW DEADLINE: April 5, 2024

ATTACHMENTS

- A- Draft Planning Commission Meeting Minutes
- B- View of Proposed Billboard from Locations in Adjacent Neighborhoods
- C- Whitepaper Addressing Public Hearing Attendee's Noise Concerns

ATTACHMENT A
DRAFT PLANNING COMMISSION MEETING MINUTES

B. Conditional Use Permit for Blue Ox Media Group's Proposed Dynamic Display Off-Premises Sign

Mr. Healy presented the staff report. The Applicant was Blue Ox Media Group. The Applicant is proposing to enter into an agreement with the City to place a billboard on a City-owned parcel located adjacent to Interstate 494. They are seeking a Conditional Use Permit to place the electronic billboard. The City Council instructed staff to release a request for proposal to see if any billboard companies were interested in a partnership with the City. The City received two proposals and selected the proposal from Blue Ox Media Group. The project can only move forward if the proposed ordinance amendment is approved. The proposed billboard would be 45 feet tall with two faces, one facing eastbound I-494, the other facing westbound I-494. The billboard would have EFIS cladding to simulate the look of limestone. The parcel is located at the bottom of a bluff. The sign will rise slightly above the bluff but the Applicant has stated they are willing to plant a row of coniferous trees to create additional screening between the sign and the neighboring residential properties. Staff recommend approval of the Conditional Use Permit if the City Council makes a policy decision to approve the proposed ordinance.

Chair Felton asked staff to clarify that the concern about the billboard extending above the bluff line was due to the visibility of the sign as opposed to the sign's lighting. Mr. Healy explained that the sign would be oriented at an angle to only be visible from I-494 but the adjacent homeowners would likely see the back side of the sign and possibly a little bit of the sign's imaging. Mr. Healy clarified that the sign would be 15 feet above the top of the bluff and commented that the proposal to plant additional landscaping at the top of the bluff was a gesture of goodwill by the Applicant to try to reduce any potential visual impacts of the sign. Chair Felton confirmed with staff that the concern was the physical presence of the sign as opposed to the lighting on the sign. Mr. Healy confirmed that was correct.

Commissioner Frankot asked if there would be any properties that would have the billboard right in their backyard. Mr. Healy explained that the billboard would extend 15 feet above the top of the bluff. Commissioner Frankot asked if a homeowner were to walk into their backyard, would they see the top of the sign or would they need to look down to see the sign? Mr. Healy stated that he would defer to the Applicant to speak to the impact of the signs. Mr. Healy stated that there was an electronic billboard that was recently installed in Newport which is technically visible from Grandview Park and other residences but it is not highly visible. Commissioner Frankot commented that the Newport billboard was not in the backyard of any residential properties whereas the proposed billboard would effectively be in someone's backyard. Mr. Healy stated that it would be difficult to anticipate every angle of the sign but again stated that the actual message center of the sign would be directed at the highway and the sign would extend 15 feet above the top of the bluff.

Chair Felton asked Mr. Healy for the approximate distance from the proposed sign to the edge of the nearest residential backyard. Mr. Healy pulled up the survey the Applicant had provided and stated that the distance from the proposed sign to the back edge of the parcel where the sign would be located was about 20 feet. There is another 20 feet between the City's unbuilt alley and the rear property line of any of the neighboring houses. This was a total distance of 40 feet between the billboard and the nearest residential backyard.

Steve Boynton and Tom McCarver, Blue Ox Media, were present to speak to their application.

Chair Felton asked Mr. Boynton if he had any additional information to share as the Planning Commissioners make their decision on the application. Mr. Boynton shared that the way the sign was oriented, the top of the sign would be 15 feet above the bluff line so if you viewed the sign from the back of one of the nearby residential properties, you would only see the back of the sign. Mr. Boynton added that the sign manufacturer they use has proprietary technology that allows them to direct the light of the sign within a 30-degree angle, so the only visible light from the sign would be within that 30-degree angle. This will prevent any residential properties from being able to see the sign unless the house is located on the other side of I-494 and within that 30-degree angle.

Chair Felton opened the public hearing.

Kent Zoya, 1149 Syndicate Avenue, share that he had the same questions Commissioner Frankot had about what the sign would look like from the backyards of the neighboring properties, even those that are across the highway. Mr. Zoya asked if Blue Ox could provide a visual of what the signs would look like from the adjacent residential properties as well as from the residential properties on Park Street that are located across the Interstate. Chair Felton asked Mr. Healy if staff had any renderings of this type. Mr. Healy stated that the Applicant had provided renderings of the highway views and that he did not have access to the renderings that Mr. Zoya requested.

Chair Felton asked Mr. Boynton if this was something they could provide. Mr. Boynton stated they could provide the requested renderings and reiterated that the sign would be very difficult to see for anyone that is not within the 30-degree angle of the sign. Mr. McCarver added that there was a sound wall on the Park Street West side of I-494 which would limit the impact of the sign for the residents on that side of the highway. Mr. McCarver explained that many static billboards use lights that face the sign to illuminate it but this results in the light being sent back in all directions. These electronic billboards are designed to not have the light bounce back. Mr. McCarver stated that the light study in the packet showed this and reiterated that they could provide the renderings Mr. Zoya requested. Chair Felton asked the Applicants to confirm that those individuals that live along Park Street would not see the sign or light from the sign from their backyards but rather the soundwall. Mr. McCarver confirmed this was the case. Chair Felton directed the Applicant and Staff to work together to get the homeowner the renderings he requested.

Commissioner Frankot asked Mr. Zoya about the view of the site from his house. Mr. Zoya responded that he was on Syndicate Avenue which would not have a direct view of the proposed billboard. Mr. Zoya reiterated that it would be helpful to have renderings which would show what the sign would look like from the properties adjacent to the proposed billboard site.

Constance Lacombe, 1284 Smith Avenue in West St. Paul, shared that she owned the property at 104 Warburton Street West in South St. Paul where her daughter lived. Ms. Lacombe stated that she had a covered deck off of her garage which overlooked where the sign would be. Ms. Lacombe shared that she was concerned about the light the sign would produce and the sign emitting high frequency sounds which would negatively impact her daughter's pets. Ms. Lacombe shared that she felt 6-foot-tall trees would not be enough to screen the property from the proposed billboard but stated that she would prefer coniferous trees over a concrete wall for screening. Ms. Constance stated that she was not against the sign but was against the sign decreasing her property value.

Chair Felton asked Mr. Healy about the height of the proposed screening trees. Mr. Healy shared that the site plans show coniferous trees being planted at the top of the bluff but that the Applicant would not finalize the screening plans until the project was recommended for approval by the Planning Commission. Mr. Healy explained that the minimum required height for the screening trees was 6 feet and that the trees must be a variety that can grow to be at least 15 feet in height. Mr. Healy added that the Commissioners could refine the condition but reiterated that the Applicant intended to bring a finalized landscaping plan to the City Council meeting if they got the "ok" for the project.

Chair Felton added that it was important to make sure the line of trees provides adequate screening. Chair Felton called the Applicant back up to the podium to address Ms. Lacombe's concerns about the sign producing high pitched noise. Mr. Boynton stated that the signs do not emit any type of noise and shared that he would be happy to provide the specs from the manufacturer about the noise levels of the sign. Mr. Boynton added that the billboards were compliant with all state and federal dark sky laws. Mr. Healy added that one of the conditions of the project's approval is that the sign is prohibited from emitting any noise. If the sign were to malfunction and produce sound, the Applicant would be required to turn off the sign until it could be fixed. Chair Felton commented that Ms. Lacombe's concerns were about sound that was audible above human level. Mr. Healy stated the condition was written that if there was evidence that the sign was producing noise that was not audible to humans, they would need to address it.

Commissioner Frankot asked if they could add a certain monetary allowance to certain properties for additional trees or fences to screen the property from the proposed sign. Mr. Healy stated that a similar request was made for the Bryant's Ridge project. Mr. Healy explained that the City cannot require the Applicant to pay for things for private parties, but the Applicant can work out private deals with adjacent property owners to gain their support for the project outside of the meeting.

Commissioner Schlemmer asked who would maintain the trees that were planted for the project. Mr. Healy explained that the logistics would need to be worked out but generally required landscaping needs to be planted and maintained by the Applicant. The City also takes an escrow to ensure that the landscaping survives the first year.

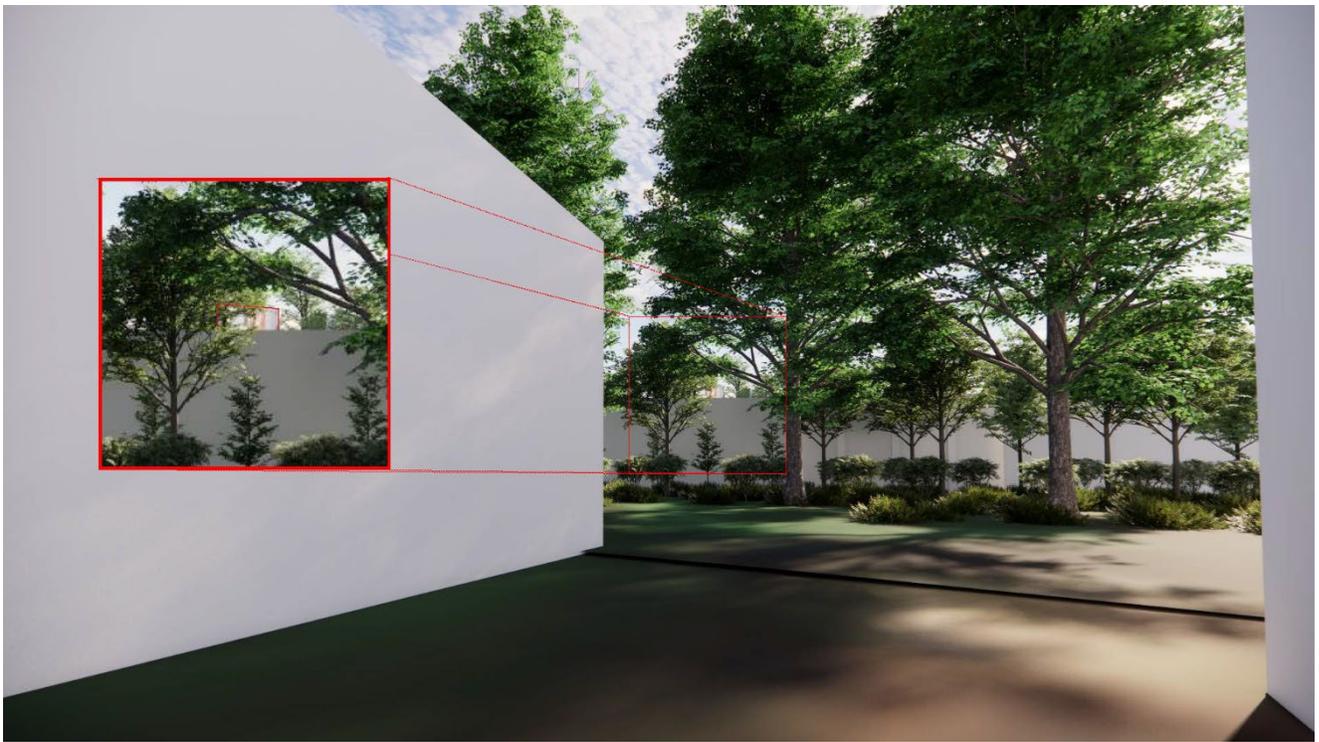
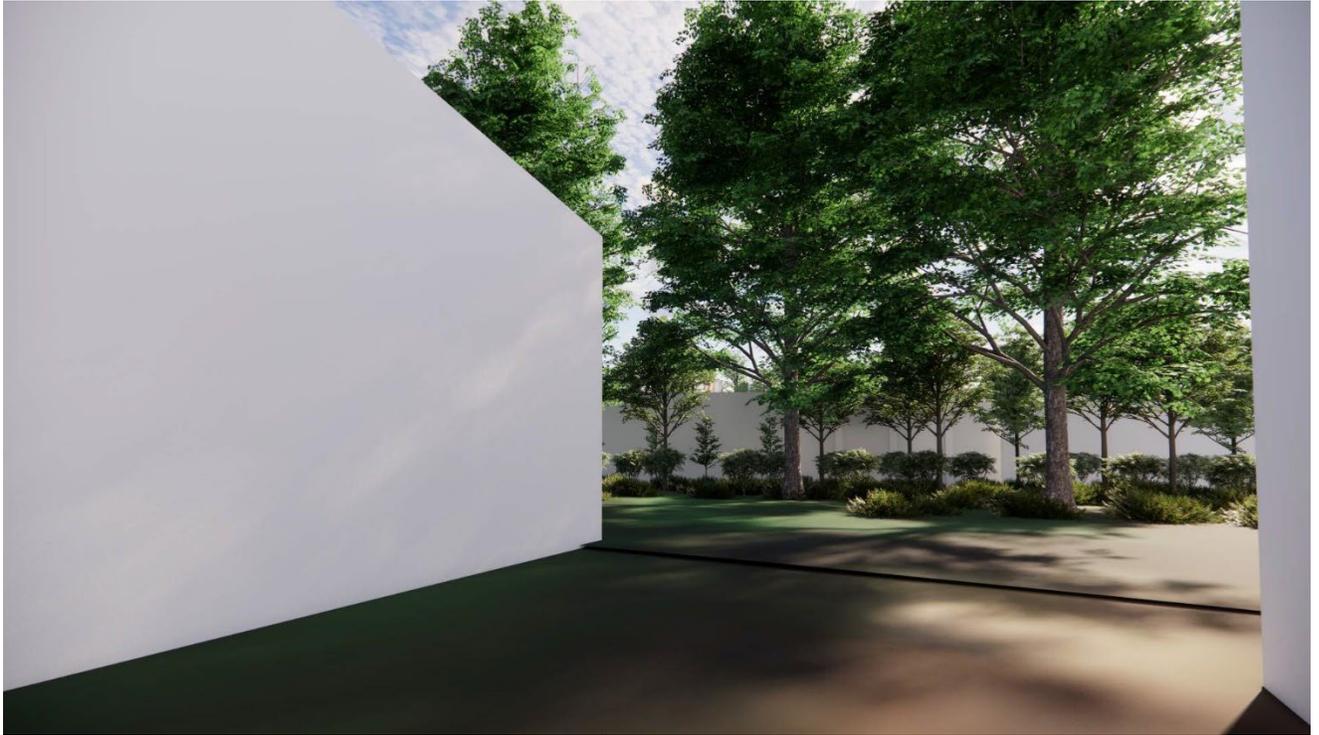
Chair Felton asked staff if any correspondence had been received prior to the meeting. Mr. Healy stated that no correspondence had been received prior to the meeting.

Chair Felton closed the public hearing.

Commissioner Frankot commented that during the Holiday project on Southview Boulevard, the developer had agreed to install a privacy fence between their property and a neighboring residential property to keep the neighbor happy. Commissioner Frankot shared that he would make a motion to recommend approval of the item and highly encouraged the Applicant for this project to work with the neighboring property owners to offer fencing or trees to create some additional screening.

Motion to recommend approval of a conditional use permit for a dynamic display off-premises sign-Frankot/Schlemmer (5-0).

**ATTACHMENT B
VIEW OF PROPOSED BILLBOARD FROM LOCATIONS IN ADJACENT
NEIGHBORHOODS**



VIEW FROM NEIGHBORHOOD NORTH OF I-494 BEHIND MNDOT SOUND WALL



VIEW FROM PROPERTY ON TOP OF BLUFF DIRECTLY SOUTH OF PROPOSED BILLBOARD

**ATTACHMENT C
WHITEPAPER ADDRESSING PUBLIC HEARING
ATTENDEE'S NOISE CONCERNS**

UNDERSTANDING FCC REGULATIONS

SURROUNDING EMISSIONS INTERFERENCE



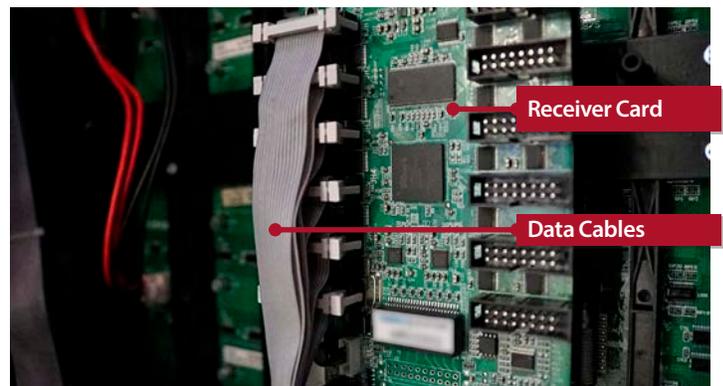
With the recent proliferation of wireless devices, 4G networks are using less power than previous cellular bands. As a result, receiving equipment like cell phones are more sensitive than ever, and increased reliance on wireless technology means dropped calls and slow data speeds are more frequently reported. Cellular companies are becoming more invested in rooting out and enforcing encroachment within the bands they own.

One of the reasons for the rise in interference reports is the increase of non-compliant LED sign products. Asian-manufactured LED signs and digital billboards have a common design flaw that cannot be remedied in the field. This cookie-cutter design used by both prominent and low-end Asian providers, features an architecture that exceeds emissions limits, and this is where the problem begins.

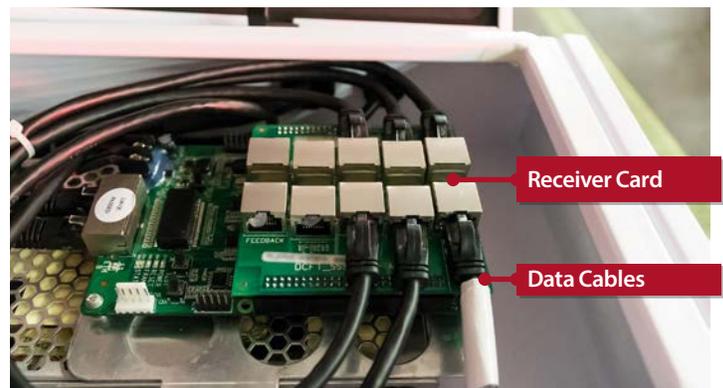
The common Asian sign architecture uses an intermediate controller unit called a receiver card which sits between the controller and the sign's LED panels, or modules. The modules are passive, relying on data delivered from the receiver card over multi-conductor cables to display an image.

In order to generate an animation or image on the sign, the transmission of this data must operate at very high speeds, upwards of 30 MHz. Clocks that operate this fast make multiples of themselves, which creates what are known as harmonics, or noise spikes.

The receiver card distributes the data and clocks to the modules via a host of cables and connections, sometimes via ribbon cables containing dozens of wires. This results in massive emissions. Even if the cables are not ribbons and are shielded, they still emit too much electromagnetic noise to pass FCC guidelines.



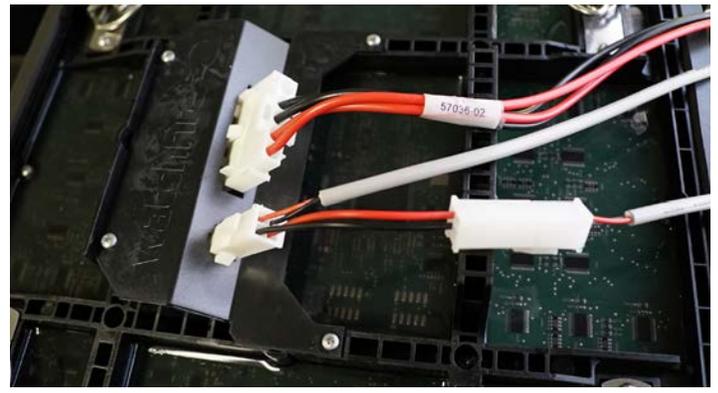
EXAMPLE OF ASIAN IMPORT ARCHITECTURE:
Ribbon cables carry data signals from the receiver card to the LED modules.



EXAMPLE OF ASIAN IMPORT ARCHITECTURE:
Ethernet/RJ45 connections from the receiver card also create harmful emissions.

Digital signs designed and manufactured by vertically-integrated American manufacturers have a simpler, streamlined design to minimize emissions. For example, Watchfire confines high speed data signals to individual smart LED modules, each with its own microcontroller that runs the LEDs. This allows data to reside on the modules themselves and not be passed at the massive levels required in alternative architectures. The LED drivers we use employ pulse width modulation (pwm) which reduces data signals and lowers emissions.

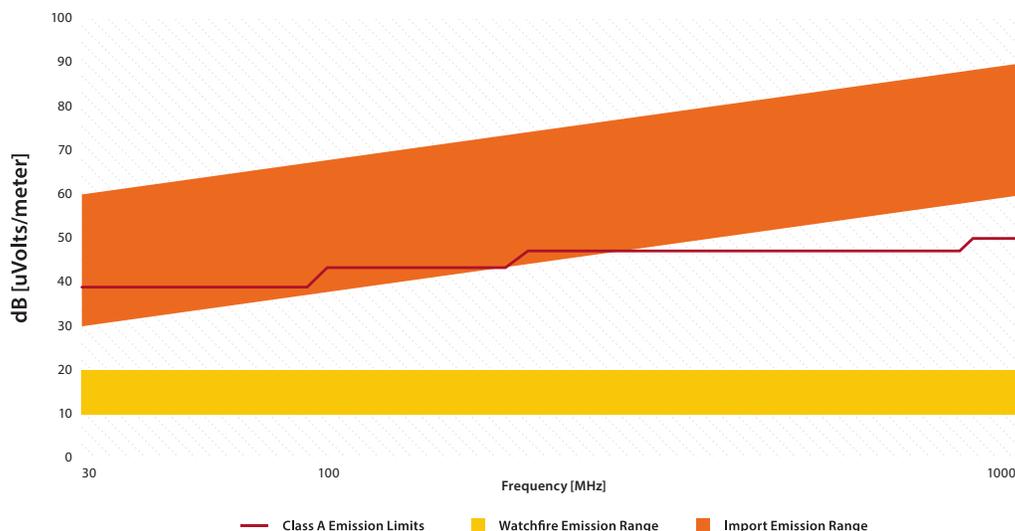
The difference in design between true American manufacturer digital signs and imports can be illustrated by the amount of data needed to run the modules. Watchfire's signs send about 8,000 bits of information to each module to produce one image; the imports must send about 900,000 bits of data to produce the same image. That's over 112 times more data per module. Remember that more data signals create more harmonics, and more harmonics create more interference.



THE WATCHFIRE WAY: Data signals travel directly from the controller to the module. Electromagnetic emissions are kept within limits and 100% of Watchfire signs are FCC verified.

The pathways that the data takes also present a stark contrast between American and Asian manufactured signs. Instead of using ribbon cables or other low quality connections like those found in an old desktop computer, Watchfire uses a single twisted pair RS485 connection using differential signaling. This design minimizes cabling, reduces connections and lowers emissions.

Unfortunately, it doesn't appear that the design flaw present in most Asian signs can be fixed without a complete redesign. Watchfire has analyzed multiple imported signs and has determined that field fixes like additional shielding and modification of data signal speeds is not enough to bring the signs into compliance. In fact, tests by an independent lab showed that a sign with this common Asian-manufactured architecture exceeded FCC guidelines by 100 times the allowed limit.



HOW IS COMPLIANCE BEING VERIFIED?

The specific section of FCC code that governs digital signs resides in Part 15 of Title 47. Part 15 covers electronic equipment that generates RF emissions that are intentional, unintentional or incidental.

Any company that designs, manufactures or markets a product in the U.S. that communicates wirelessly or contains a processor is subject to FCC emissions testing per Part 15. The FCC requires that electronic equipment, such as digital signs, be tested to ensure compliance with emissions limits and to show that the equipment won't cause harmful electromagnetic interference to other devices. But for products like digital signs, the FCC does not actually perform the testing.

Instead, an honor-system of sorts requires that the manufacturer receive verification of the final product from an accredited third-party testing lab. The FCC does not even require that the manufacturer submit the test results, and to date there is no database or registry to document which products have been tested.

ONCE VERIFIED, PART 15 REQUIRES THAT A STICKER, SOMETIMES CALLED A TWO-PART WARNING, WITH THE FOLLOWING STATEMENT BE AFFIXED TO THE EXTERIOR OF THE PRODUCT:

"This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation."

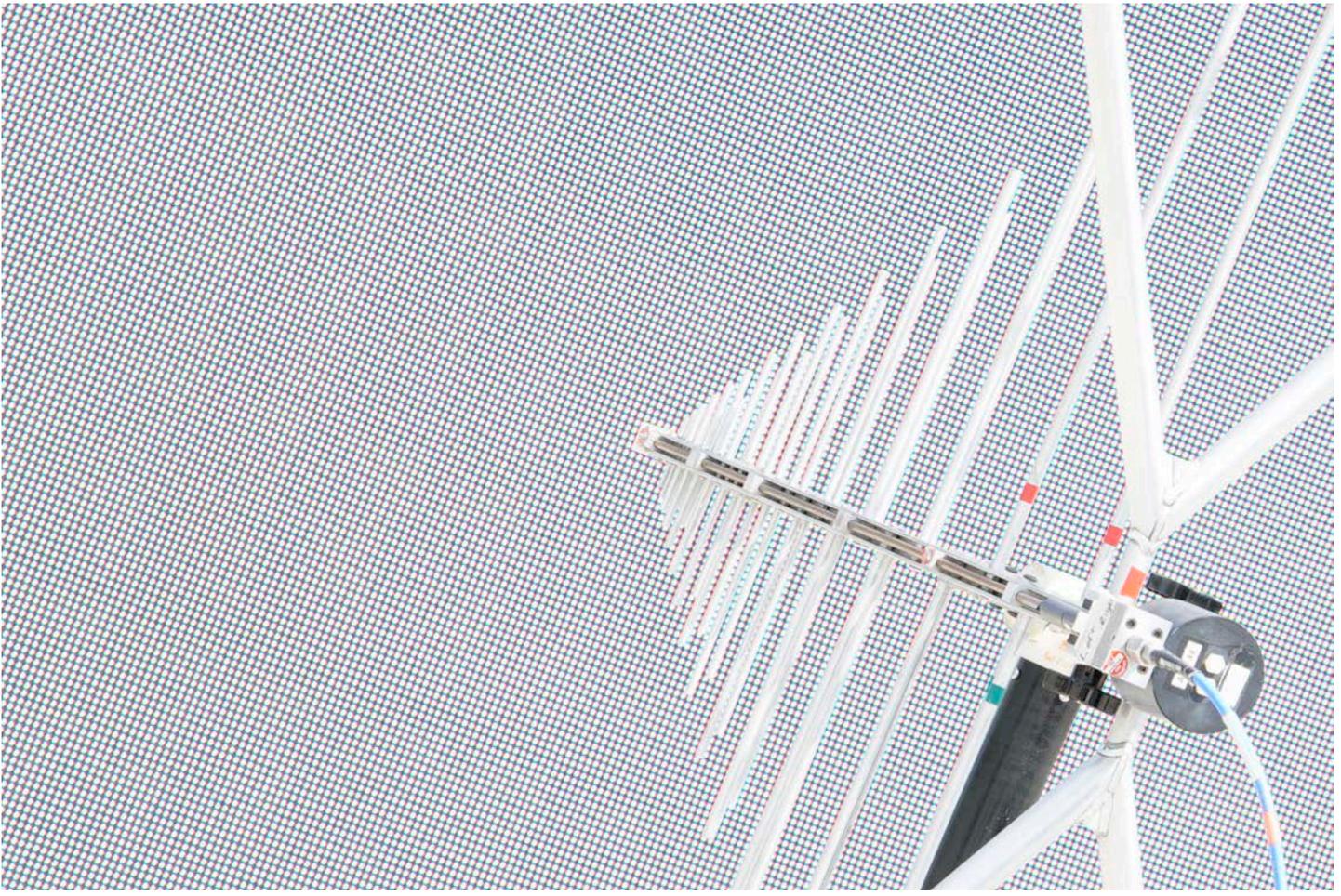
Despite these regulations, many importers either don't have their digital signs tested, or the signs fail and the manufacturers continue to sell their products in the United States to unsuspecting buyers. Asian-made signs we inspected did not display the required two-part warning sticker, and none passed emissions testing when sent to a third-party lab.

Watchfire's engineers deploy a variety of in-house tests aimed at confirming emissions compliance throughout the design process. Then, as prescribed by the law, each final design is tested by an accredited independent lab. It's an expensive process, and it takes skilled engineers and high-quality components to develop a verified product. Every Watchfire product also bears the required two-part warning sticker. Testing, both in-house and in the lab, isn't cheap, but it is the law and it's the right thing to do.

Since the FCC has implemented a “self-directed” testing program, it can be difficult for the consumer to determine compliance. Unfortunately, businesses owners who are buying these products often don’t know enough to ask for the testing report and to look for the required Part 15 label.

Without the proper education, the first indication that they have purchased a digital sign that hasn’t passed emissions standards might be a cease and desist letter either from the FCC or from one of the cellular companies.

Once the FCC is involved, manufacturers that sell equipment without the appropriate verification can be fined. In addition, the consumer might face fines or have to bear the cost to replace the offending sign.



THE WATCHFIRE WAY: Specialized equipment is used to test the emissions of a Watchfire billboard.

HOW TO VERIFY FCC COMPLIANCE

There are several steps that sign operators and dealers can take to ensure the digital display they are buying or specifying meets FCC Part 15 emissions guidelines. Here are some questions to ask the manufacturer:

1. **Can you provide the test reports that shows that this exact model meets the requirements of Title 47 Sections 2.955, 15.105, 15.107 and 15.109?**
2. **Can you provide a photo of the label that meets the requirements of Title 47 Part 15.19?**
3. **What is the highest frequency generated or used in the device or on which the device operates?**
4. **What type of device and equipment authorization do your LED displays fall under per Title 47 Part 15.101?**
5. **Do you fall under any exemptions as outlined in Title 47 Part 15.103?**

Manufacturers who comply with these regulations are prepared to provide the information and education needed to ensure their digital sign product meets all FCC standards, and will be a partner with you through the duration of your ownership.



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-23

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR BLUE OX MEDIA GROUP'S PROPOSED DYNAMIC DISPLAY OFF-PREMISES SIGN

WHEREAS, the City received an application from Blue Ox Media Group, with the consent of the property owner City of South St. Paul, requesting the following approval:

- A Conditional Use Permit for a dynamic display off-premises sign (AKA an electronic billboard sign).

WHEREAS, the subject property is located at the City's Pump House Property Adjacent to Interstate 494 which has a Parcel ID of #36-65820-06-150 ("the Property"); and is legally described as follows:

Lots 12, 13, 14, and 15, Block 6, SOUTH ST. PAUL SYNDICATE PARK, Dakota County, Minnesota, EXCEPTING THEREFROM any portion of said lots lying within the right of way of Minnesota Trunk Highway No. 494, as shown on Right of Way Map No. 17-83.

WHEREAS, the Planning Commission held a public hearing on the application at their January 3, 2024 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended Approval (5 –0) of the application at their January 3, 2024 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 dated January 3, 2024 regarding this matter are hereby adopted and included herein by reference including the following attachments:
 - A. Site Location Map
 - B. Aerial Photograph of Existing Conditions
 - C. Aerial Photograph with Contour Lines to Show Elevations
 - D. Google Streetview Photographs of Proposed Billboard Site
 - E. Applicant's Narrative

- F. Survey
- G. Site Plan
- H. Renderings of Proposed Billboard Sign
- I. Light Study

2. Findings.

A. The City Council determines that the proposed conditional use permit is consistent with the following criteria:

- i. That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- ii. If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- iii. That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- iv. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- v. That 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.
- vi. The use is appropriate in a commercially zoned area along a highway corridor and adequate provisions are being made to protect nearby residential properties.

B. The City Council approves the Conditional Use Permit with the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:

- | | |
|---|-------------------|
| a. Application (Blue Ox Media Group) | 12/7/2023 |
| b. Narrative (Blue Ox Media Group) | Undated |
| c. Site Plan (LHB) | 12/23/2023 |
| d. Survey (LHB) | 12/22/2023 |
| e. Light Study (Watchfire) | 8/1/2022 |
| f. Renderings of Proposed Sign (Blue Ox Media Group) | Undated |

2. **Building Permit and Sign Permit Required.** The Applicant shall obtain a building permit and sign permit prior to construction. Signed plans prepared by a structural engineer shall be required for the building permit.

3. **Preconstruction Meeting Required.** The Applicant and installation team shall attend a preconstruction meeting with the Building Official and City Engineer. The City Engineer and Public Works Director must approve the final location of the sign pole and the final orientation of the sign faces to ensure that there are no conflicts with pumphouse operations.
4. **Lease Required.** The Applicant shall enter into a lease with the City of South St. Paul for the billboard site. Public service messages, in addition to emergency messages such as Amber Alerts, shall be provided on the dynamic display billboard sign at no cost to the public. The Applicant shall enter into an agreement with the City to provide up to 30 hours of no-cost display time per month on each face of the sign, with each display lasting 8 seconds. The messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 AM time frame.
5. **Minimum Display Duration.** The sign shall have a minimum display duration of eight (8) seconds. The display shall contain static messages only. The change from one static message to another shall either be instantaneous without any special effects or shall employ a dissolve or fade transition or another subtle transition technique that does not have the appearance of moving text or images. No transition may take longer than one second.
6. **Brightness Standards.** The sign shall not exceed seven thousand five hundred (7,500) Nits (candelas per square meter) between the hours of civil sunrise and civil sunset measured from the face of the sign. During nighttime hours, the sign shall not exceed five hundred (500) Nits. The light level shall not exceed 0.3 footcandles above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of the message center sign area multiplied by 100. Example: 12 square foot sign $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.
7. **Light Blocking Technology Required.** The billboard shall be constructed with the use of light-blocking technology. As measured from a point on the sign face furthest from the right-of-way, the area on the ground more than 22.5 degrees from the roadway must be light protected by light-blocking technology. "Light protected" is defined as having a reduction of brightness/luminance (and visibility) of over 90 percent, or equivalently, a remaining brightness of less than ten percent as compared to the nominal forward brightness of the sign.
8. **Ambient Light Monitors Required.** The sign shall have ambient light monitors installed and shall be configured to allow such monitors to automatically adjust the brightness level of the electronic sign based on light conditions at all times.
9. **No Sound Permitted.** The sign may not emit any sound.
10. **Height.** No part of the sign may be taller than 50 feet above the nearest driving surface of Interstate 494. Measured from the base of the pole to the top of the sign, no part of the sign

may be taller than 45 feet without an amendment to this conditional use permit. Every effort shall be made during sign fabrication and installation to bring the height closer to 43 feet if practical.

11. **Sign Structure Design.** Unless otherwise approved by the City Council, the sign structure shall incorporate EIFS cladding that is designed to replicate the look of limestone.
12. **Sign Location.** No part of the sign may overhang into MnDOT right-of-way. The sign shall be placed in substantial conformity with the approved site plan but, due to the complications of navigating around the pump house infrastructure, the final location of the support pole and orientation of the sign faces is subject to review and approval of the City Engineer. The two sign faces must be directed towards drivers using the interstate highway and each face must be designed to be visible from traffic coming from an opposite direction.
13. **Screening Trees Required.** The Applicant shall plant 6 coniferous screening trees at the top of the bluff in accordance with the submitted site plan. The trees shall be a minimum of 6 feet in height at the time of planting and must be of a variety that is expected to grow to be at least 15 feet in height. The final selection and location of the screening trees shall be subject to review and approval by the Zoning Administrator. The trees shall be placed to maximize the amount of screening provided to adjacent properties while minimizing the need to remove existing vegetation which already provides some screening.
14. **Screening Tree Maintenance and Financial Guarantee.** The Applicant is required to keep the required screening in a healthy condition. To ensure that the screening trees are correctly installed and maintained, the Applicant shall provide the City with a financial guarantee. The financial guarantee shall be \$7,500 or 125% of the total estimated cost of the required trees, whichever is less. The financial guarantee shall be in the form of a cash escrow or letter of credit. It can be released one year after the required trees have been planted, provided the Applicant replaces any trees that have died during that period.
15. **MnDOT Approvals Needed.** The Applicant shall secure any necessary approvals from the Minnesota Department of Transportation (MnDOT).
16. **FAA Approvals Needed.** The Applicant shall secure any necessary approvals from the Federal Airlines Administration (FAA).
17. **Sign Turned Off if Display Falls into Disrepair.** The sign shall have a fully functional monitoring off switch system that shuts the dynamic display sign off when the display deteriorates, in any fashion, five (5) percent or greater until the dynamic display sign has been repaired to its fully-functional factory specification.
18. **Sign Turned Off if Operation Found to Be Non-Compliant.** The sign must always be operated in accordance with the City Code and this Conditional Use Permit and the owner

or operator shall provide proof of conformance upon request of the City. If it is determined that the sign is out of conformance, the Zoning Administrator may require the sign display to be turned off until its operation can be brought back into compliance.

19. **Applicant Responsible for Any Costs Related to Temporarily Relocating the Sign if Necessary for Pumphouse Repairs, Replacement, and Servicing.** The sign is being designed to avoid conflicts with existing pumphouse operations and the existing equipment that is used to service the pumphouse. If the sign does conflict with future repairs, replacement, or servicing of the pumphouse, the Applicant is wholly responsible for the cost of temporarily relocating the sign or otherwise providing the City with a level of access to the pumphouse that the City Engineer determines is acceptable.
20. **Termination of the Conditional Use Permits.** The Conditional Use Permits will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit, following a hearing by the City Council.

Adopted this 5th day of February 2024.

Deanna Werner, City Clerk



AGENDA ITEM 4.B

South St. Paul Planning Commission

| | |
|--|----------------------------------|
| Prepared By: Michael Healy, Planning Manager | Meeting Date: 1/3/2024 |
| Item Description: Public Hearing for a Conditional Use Permit for Blue Ox Media Group's Proposed Dynamic Display Off-Premises Sign | |

ACTION REQUESTED

A motion recommending approval or denial of a conditional use permit for Blue Ox Media Group's proposed dynamic display off-premises sign.

BACKGROUND/ DISCUSSION

OVERVIEW

Application

The Applicant, Blue Ox Media Group, is proposing to enter into an agreement with the City of South St. Paul to place a dynamic display off-premises sign (aka electronic billboard) on a piece of City-owned land that is adjacent to US Interstate 494. The property hosts a pump house that helps supply drinking water for the City's water system. The City would continue to own the land and the Applicant would enter into a long-term lease to place their electronic billboard there. The Applicant is seeking a Conditional Use Permit for a dynamic display off-premises sign.

Review Timeline

Application Submittal: December 7, 2023

Planning Commission: January 3, 2024

Tentative City Council Meeting: February 5, 2024

60-Day Review Deadline: February 5, 2024

Background

South St. Paul, like many communities in Minnesota, currently prohibits all billboard signs. The existing static billboard signs along Interstate 494 and Concord Street are "grandfathered" but no additional billboard signs can be constructed, and the current billboards cannot be expanded or intensified. Off-site advertising signage, which is signage that advertises a business that is not located on the same property as the sign, is not currently allowed in any zoning district in any part of South St. Paul. Cities that prohibit off-site advertising generally do so primarily for aesthetic reasons with the goal of preventing visual clutter.

There are a number of municipalities in the metro area, including West St. Paul, that have made the decision to legalize electronic billboards. Some of these communities have partnered with billboard advertising companies to build new highway-oriented electronic billboard signs on City-owned land. In these situations, typically the City would continue to own the land but would lease it to a private company which would construct, maintain, and operate the billboard. The lease can be a good revenue generator for the City. Regardless of ownership, having an electronic billboard in town allows the City to promote community events and share public safety messages such as Amber Alerts with drivers using the highway. Many cities require electronic billboard owners to provide a fixed amount of free public service messaging each month.

The City Council has previously demonstrated support for allowing limited electronic billboards and directed staff to release a request for proposal (RFP) to determine if any advertising companies were interested in a partnership. The City released the RFP and received two proposals. The City selected the proposal from Blue Ox Media Group, a Minnesota company that specializes in digital billboard advertising in the Twin Cities.

The City is currently reviewing a proposed ordinance amendment that would allow dynamic display off-premises signs in the GB-General Business zoning district with a conditional use permit. The City is the Applicant for the ordinance amendment. Blue Ox Media Group's conditional use permit request can only be approved if the City's ordinance amendment is approved first.

Site Information

The subject property is a 10,269 square foot parcel located directly adjacent to the south side of Interstate 494. The property sits by itself and is at the same elevation as the highway. The property hosts a pump house that helps supply drinking water for the City's water system. The pump house is essentially a 225 square foot utility shed with a large emergency generator behind it. Underneath the subject property, there are significant buried utilities that support the pump house's operations.

There is a residential neighborhood to the south of the subject property, but the houses and their yards sit on top of a bluff and the houses all have an elevation roughly 30 feet higher than the subject property. The pump house property is about 778 feet above sea level and the back of the nearby houses at the top of the bluff are about 810 feet above sea level. The bluff is wooded and many of the trees are quite tall. There is a platted but unbuilt alley that separates the subject property from the residential properties at the top of the bluff.

Zoning

The subject property is zoned GB-General Business and guided "Right-of-Way" in the 2040 Comprehensive Plan. It is not located within the Mississippi River Critical Corridor Area which means that it will qualify for a conditional use permit for a dynamic display off-premises sign if the ordinance amendment currently under review is approved.

CONDITIONAL USE PERMIT

Height

As proposed, the highest part of the billboard sign would be roughly 45 feet above the surface of Interstate 494 since it is a 45-foot-tall sign, and the subject property has roughly the same elevation as the surface of the Interstate. This is less than the 50-foot maximum height allowed under the proposed ordinance. Staff has the following comments about the proposed height:

- The main factor that prevents a lower sign height from being workable is the City's pump house facility which is located on the subject property. The pump house and its back-up generator are serviced by large heavy equipment. The bottom of the billboard sign needs to be high enough off the ground to allow equipment to pass beneath it. It is not possible to go around the sign with the equipment because the pump house is surrounded by the interstate highway and bluffs on three sides. The Applicant is working to keep the sign's height down as low as possible while still providing access to the pump house. It may be possible to reduce the sign's height to 44- or 43-feet during fabrication and installation.
- The residential neighborhood next to the proposed billboard sign sits 30 feet above the highway at the top of a bluff. The proposed sign will rise roughly 15 feet higher than the top of this bluff. The top of the bluff is vegetated with tall trees. During leaf-on conditions, the view of the billboard should be greatly obscured for the properties on top of the bluff because of the grade difference and the tree coverage. The Applicant is willing to plant a row of coniferous trees at the top of the bluff to increase the screening if that is something the Planning Commission believes would be valuable.
- The neighborhood across the highway to the north is buffered from the highway by a large MnDOT sound wall. This provides a significant amount of visual screening for the properties that are north of the wall.
- The billboard will be oriented so the faces are visible to drivers on the highway. One face will be visible to drivers on I-494 East and one face will be visible to drivers on I-494 West. The digital billboard will be required to use light blocking technology which should greatly limit the visual impact to anyone who is not looking at the sign directly.

Spacing

There is a static billboard at 425 Clinton Street which has a small digital display screen attached to one side of it which currently promotes upcoming events at Treasure Island Resort and Casino. The small digital display screen has been attached to the static billboard sign since at least 2007 which is when the earliest Google Streetview photographs were taken. It is not clear what type of regulatory process the sign company that operates that billboard went through to install the small digital display screen on their static billboard.

The proposed sign at the pump house property is roughly 2,400 feet away from the existing digital display sign at 425 Clinton Street so it does conform with the 2,000-foot spacing requirement between electronic billboards contained in the proposed ordinance.

Setback

The proposed ordinance does not establish a default setback requirement for electronic billboard signs. Instead, the setbacks for any individual sign are regulated through the conditional use permit. The proposed sign will have a significant setback from the south property line since that area is a bluff. It will likely be set back a few feet from the highway right-of-way but the final location is still being coordinated with the City Engineer and MnDOT. In any case, the sign face will not overhang into MnDOT right-of-way.

Size and Shape

The proposed ordinance allows dynamic display off-premises signs to be up to 700 square feet in total size. The proposed sign will be 14 feet tall and 48 feet wide which is a total of 672 square feet. Billboard signs are required to be rectangular in shape and the proposed sign complies with that requirement. The pump house property does not have any existing signage so there are no conflicts with the property's total signage allowance.

Sign Structure Design

The proposed ordinance requires the design of the sign structure to incorporate EIFS, veneer, brick, stone, decorative block, or a similar cladding material. The proposed sign structure will be a column pole that is wrapped in molded EIFS and Expanded Polystyrene vertical panels made to look like limestone cladding.

Lighting

The Applicant has submitted a detailed light study that demonstrates compliance with the standards listed in the proposed ordinance. They will be required to operate the digital billboard in accordance with these standards and the City can request proof of compliance at any time if it appears that the standards are not being met.

Proposed Screening

As previously stated, the neighborhood south of the proposed billboard sits at the top of a roughly 30-foot-tall bluff that currently is covered with deciduous trees. During leaf-on conditions, the existing trees will greatly obscure the view of the billboard sign. The Applicant has expressed a willingness to plant up to 6 coniferous trees at the top of the bluff which, when fully grown, should provide year-round screening that will obscure the view of the billboard sign from the south side. The site plan that they have submitted shows 6 coniferous trees being planted at the subject property.

CUP Review Criteria

If the proposed ordinance amendment is approved, the proposed sign will become a conditional use in the GB district. The Planning Commission should evaluate the Conditional Use Permit request using the criteria that are listed in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.

- (3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- (4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- (5) That 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.
- (6) *In business districts.* Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

COMMENTS FROM OTHER DEPARTMENTS AND AGENCIES

City Engineer

The City Engineer and Public Works Director have reviewed this proposal to ensure that the proposed sign will not conflict with the continued operation of the pump house and its underground utilities. The City Engineer has provided some “conditions of approval” to address the department’s concerns.

Airport Manager

The Applicant will probably have to file a 7460 form with the Federal Airline Administration (FAA). This is a requirement any time a structure with significant height is built anywhere close to an airport. The sign will be shorter than nearby trees and power lines so there should not be any issues with its height.

STAFF RECOMMENDATION

If the City Council makes the policy decision to approve the proposed ordinance amendment legalizing electronic billboards, Staff recommends approval of the conditional use permit with the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:

| | |
|---|-------------------|
| a. Application (Blue Ox Media Group) | 12/7/2023 |
| b. Narrative (Blue Ox Media Group) | Undated |
| c. Site Plan (LHB) | 12/23/2023 |
| d. Survey (LHB) | 12/22/2023 |
| e. Light Study (Watchfire) | 8/1/2022 |
| f. Renderings of Proposed Sign (Blue Ox Media Group) | Undated |

2. **Building Permit and Sign Permit Required.** The Applicant shall obtain a building permit and sign permit prior to construction. Signed plans prepared by a structural engineer shall be required for the building permit.

3. **Preconstruction Meeting Required.** The Applicant and installation team shall attend a preconstruction meeting with the Building Official and City Engineer. The City Engineer and Public Works Director must approve the final location of the sign pole and the final orientation of the sign faces to ensure that there are no conflicts with pumphouse operations.

4. **Lease Required.** The Applicant shall enter into a lease with the City of South St. Paul for the billboard site. Public service messages, in addition to emergency messages such as Amber Alerts, shall be provided on the dynamic display billboard sign at no cost to the public. The Applicant shall enter into an agreement with the City to provide up to 30 hours of no-cost display time per month on each face of the sign, with each display lasting 8 seconds. The messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 AM time frame.
5. **Minimum Display Duration.** The sign shall have a minimum display duration of eight (8) seconds. The display shall contain static messages only. The change from one static message to another shall either be instantaneous without any special effects or shall employ a dissolve or fade transition or another subtle transition technique that does not have the appearance of moving text or images. No transition may take longer than one second.
6. **Brightness Standards.** The sign shall not exceed seven thousand five hundred (7,500) Nits (candelas per square meter) between the hours of civil sunrise and civil sunset measured from the face of the sign. During nighttime hours, the sign shall not exceed five hundred (500) Nits. The light level shall not exceed 0.3 footcandles above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of the message center sign area multiplied by 100. Example: 12 square foot sign $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.
7. **Light Blocking Technology Required.** The billboard shall be constructed with the use of light-blocking technology. As measured from a point on the sign face furthest from the right-of-way, the area on the ground more than 22.5 degrees from the roadway must be light protected by light-blocking technology. "Light protected" is defined as having a reduction of brightness/luminance (and visibility) of over 90 percent, or equivalently, a remaining brightness of less than ten percent as compared to the nominal forward brightness of the sign.
8. **Ambient Light Monitors Required.** The sign shall have ambient light monitors installed and shall be configured to allow such monitors to automatically adjust the brightness level of the electronic sign based on light conditions at all times.
9. **No Sound Permitted.** The sign may not emit any sound.
10. **Height.** No part of the sign may be taller than 50 feet above the nearest driving surface of Interstate 494. Measured from the base of the pole to the top of the sign, no part of the sign may be taller than 45 feet without an amendment to this conditional use permit. Every effort shall be made during sign fabrication and installation to bring the height closer to 43 feet if practical.
11. **Sign Structure Design.** Unless otherwise approved by the City Council, the sign structure shall incorporate EIFS cladding that is designed to replicate the look of limestone.
12. **Sign Location.** No part of the sign may overhang into MnDOT right-of-way. The sign shall be placed in substantial conformity with the approved site plan but, due to the complications of navigating around the pump house infrastructure, the final location of the support pole and orientation of the sign faces is subject to review and approval of the City Engineer. The two sign faces must be directed towards drivers using the interstate highway and each face must be designed to be visible from traffic coming from an opposite direction.

13. **Screening Trees Required.** The Applicant shall plant a row of coniferous screening trees at the top of the bluff in accordance with the submitted site plan. The trees shall be a minimum of 6 feet in height at the time of planting and must be of a variety that is expected to grow to be at least 15 feet in height. The final selection of trees shall be subject to review and approval by the Zoning Administrator.
14. **Screening Tree Maintenance and Financial Guarantee.** The Applicant is required to keep the required screening in a healthy condition. To ensure that the screening trees are correctly installed and maintained, the Applicant shall provide the City with a financial guarantee. The financial guarantee shall be \$7,500 or 125% of the total estimated cost of the required trees, whichever is less. The financial guarantee shall be in the form of a cash escrow or letter of credit. It can be released one year after the required trees have been planted, provided the Applicant replaces any trees that have died during that period.
15. **MnDOT Approvals Needed.** The Applicant shall secure any necessary approvals from the Minnesota Department of Transportation (MnDOT).
16. **FAA Approvals Needed.** The Applicant shall secure any necessary approvals from the Federal Airlines Administration (FAA).
17. **Sign Turned Off if Display Falls into Disrepair.** The sign shall have a fully functional monitoring off switch system that shuts the dynamic display sign off when the display deteriorates, in any fashion, five (5) percent or greater until the dynamic display sign has been repaired to its fully-functional factory specification.
18. **Sign Turned Off if Operation Found to Be Non-Compliant.** The sign must always be operated in accordance with the City Code and this Conditional Use Permit and the owner or operator shall provide proof of conformance upon request of the City. If it is determined that the sign is out of conformance, the Zoning Administrator may require the sign display to be turned off until its operation can be brought back into compliance.
19. **Applicant Responsible for Any Costs Related to Temporarily Relocating the Sign if Necessary for Pumphouse Repairs, Replacement, and Servicing.** The sign is being designed to avoid conflicts with existing pumphouse operations and the existing equipment that is used to service the pumphouse. If the sign does conflict with future repairs, replacement, or servicing of the pumphouse, the Applicant is wholly responsible for the cost of temporarily relocating the sign or otherwise providing the City with a level of access to the pumphouse that the City Engineer determines is acceptable.
20. **Termination of the Conditional Use Permits.** The Conditional Use Permits will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit, following a hearing by the City Council.

Required Action

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

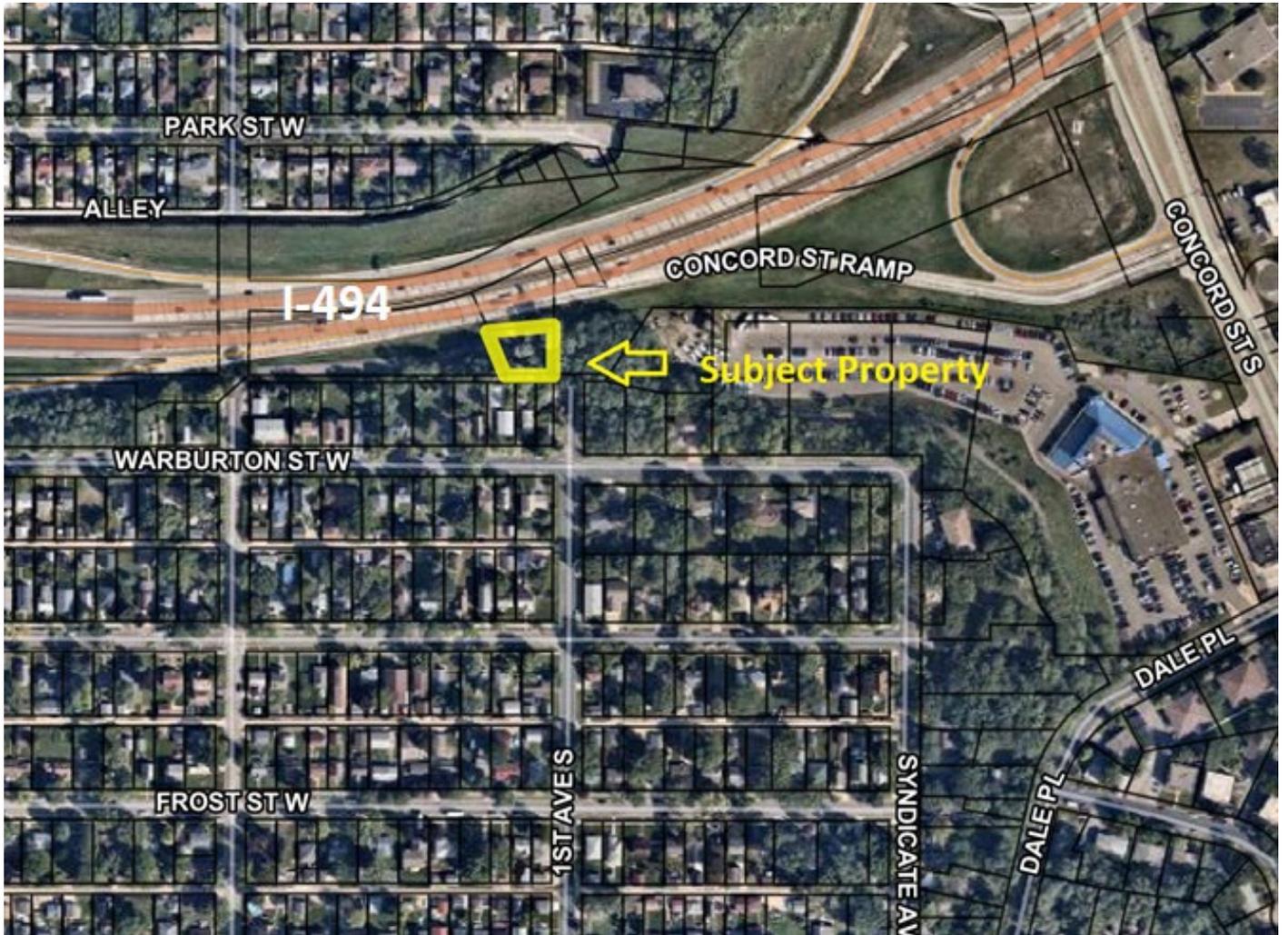
- A. Approval. If the Planning Commission wishes to recommend approval of the Conditional Use Permit, the following action should be taken:
- Motion to recommend approval of a Conditional Use Permit for a dynamic display off-premises sign at the City's pump house property along Interstate 494.
- B. Denial. If the Planning Commission wishes to recommend denial of Conditional Use Permit, the following action should be taken:
- Motion to recommend denial of a Conditional Use Permit for a dynamic display off-premises sign at the City's pump house property along Interstate 494.

If the recommendation is denial, the Planning Commission should adopt findings. The CUP cannot be recommended for approval unless the Planning Commission recommends approval of the ordinance amendment. If the Commission recommends denial of the ordinance amendment, the finding for denying the CUP can be that the project does not comply with the sign ordinance which currently prohibits billboards.

ATTACHMENTS

- A. Site Location Map
- B. Aerial Photograph of Existing Conditions'
- C. Aerial Photograph with Contour Lines to Show Elevations
- D. Google Streetview Photographs of Proposed Billboard Site
- E. Applicant's Narrative
- F. Survey
- G. Site Plan
- H. Renderings of Proposed Billboard Sign
- I. Light Study

ATTACHMENT A
SITE LOCATION MAP



ATTACHMENT B
AERIAL PHOTOGRAPH



**ATTACHMENT C
AERIAL PHOTOGRAPH WITH CONTOUR LINES TO SHOW ELEVATIONS**



NOTES:

- Each yellow line represents a 2-foot change in elevation
- The base of the sign's support pole will be at roughly 780 feet above sea level. The top of the 45 foot tall sign will be at roughly 825 feet above sea level.
- The rear property lines of the residential properties south of the project site are roughly 810 feet above sea level.
- The rear property lines of the residential properties across the highway and behind the MnDOT sound wall are roughly 804 feet above sea level.

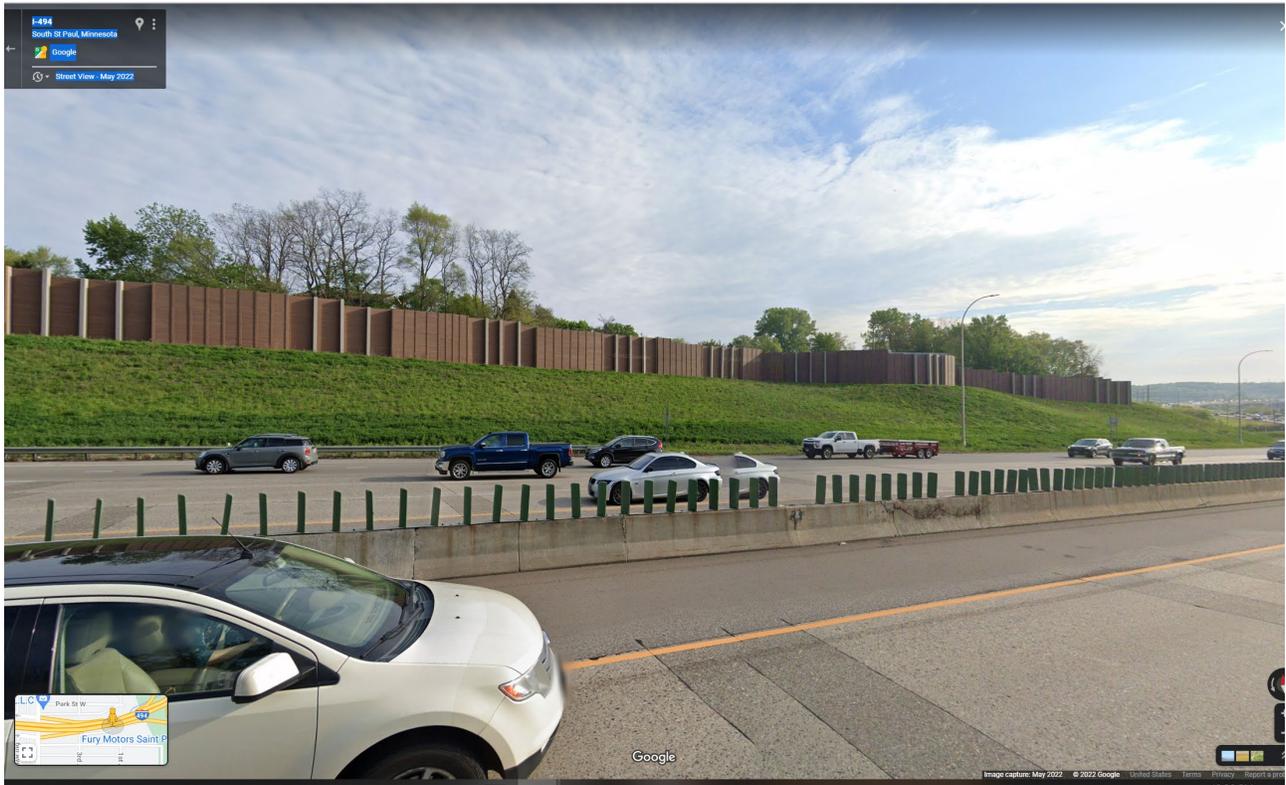
**ATTACHMENT D
GOOGLE STREETVIEW PHOTOGRAPHS OF PROPOSED BILLBOARD SITE**



SUBJECT PROPERTY DURING LEAF-ON CONDITIONS

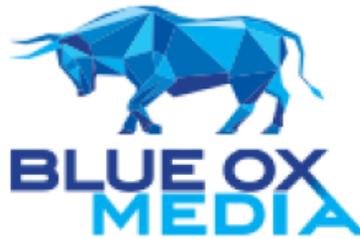


SUBJECT PROPERTY DURING LEAF-OFF CONDITIONS



MNDOT SOUND WALL ACROSS THE HIGHWAY FROM THE SUBJECT PROPERTY

ATTACHMENT E APPLICANT'S NARRATIVE



Blue Ox Media Group CUP Narrative

Blue Ox Media Group proposes to construct a double faced, 14X48 foot digital billboard at 1003 3rd Avenue South. The site is currently used as well house number 4 and is directly adjacent to Interstate 494. The sign location depicted on the survey considers the water mains and overhead power lines on the property. The sign will have dynamic displays facing east and west as depicted in the site plan. These sign faces utilize light blocking technology that focus the message to the roadway to minimize light intrusion. A light study showing compliance with ordinance requirements has been included as part of the application. The proposed overall height is 45 feet. The sign base and column pole will be wrapped in a durable EIFS material shown in the attached renderings.

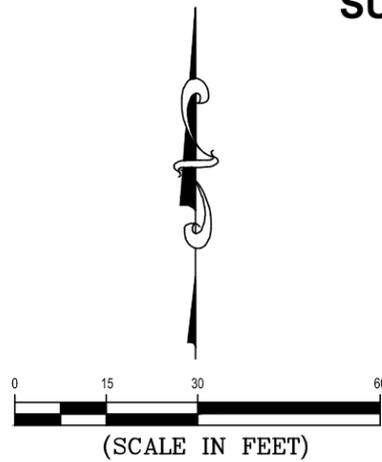
Architectural Pole Wrap material

The column pole of the sign will be wrapped in molded EIFS and Expanded Polystyrene (EPS) vertical panels made to look like limestone cladding. The façade comes in 2 sections that are installed on each side of the column pole. These sections are bolted together and adhered to the pole with spray foam. It is a very durable product that is used in sign manufacturing and building accents throughout the region.

**ATTACHMENT F
SURVEY**

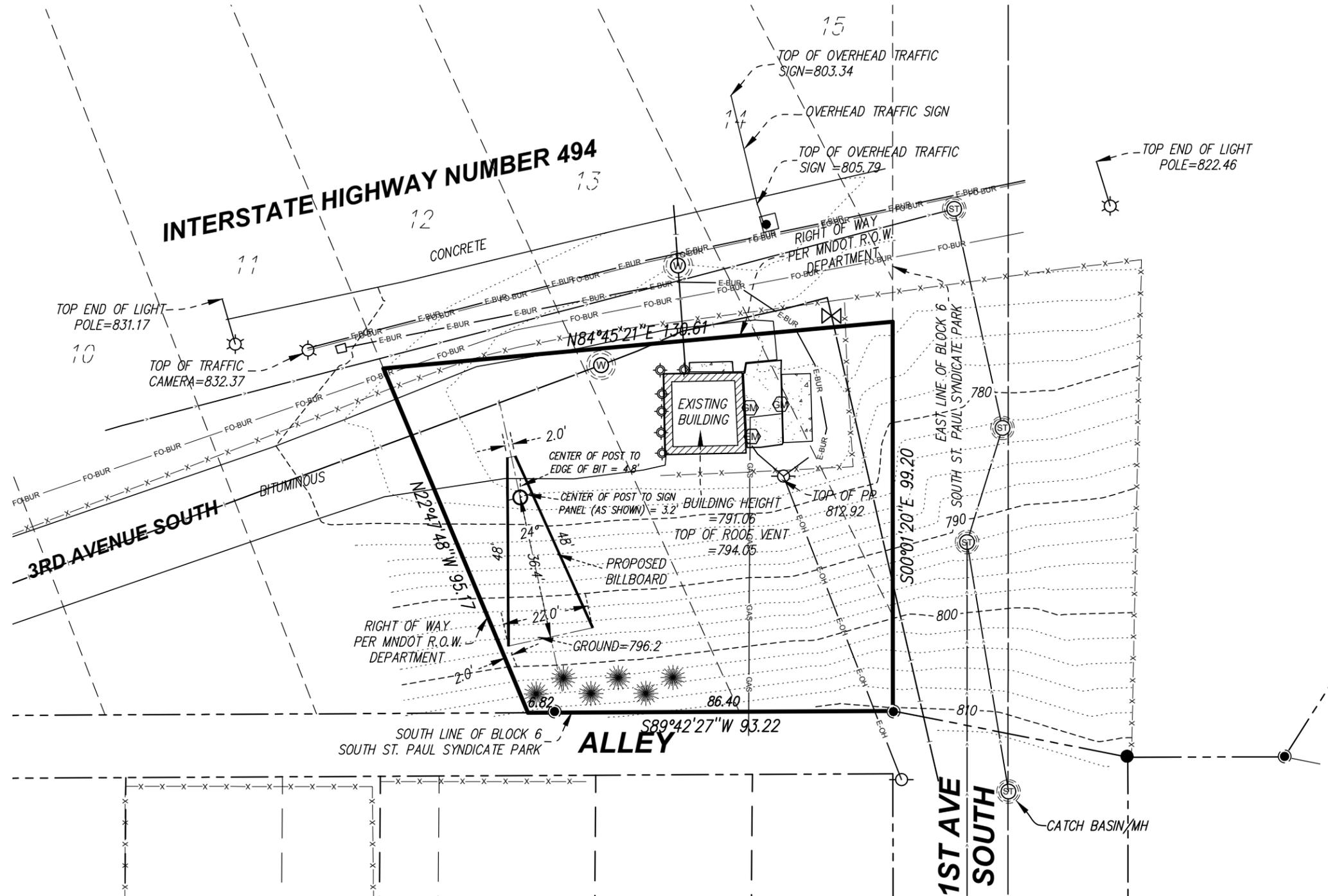
TOPOGRAPHIC SURVEY

Prepared for: Blue Ox Media Group



LEGEND

- DENOTES FOUND IRON PIPE
- DENOTES FOUND REBAR
- ⊕ DENOTES GAS METER
- ⊕ DENOTES ELECTRIC METER
- DENOTES POWER POLE
- ⊕ DENOTES STORM SEWER MANHOLE
- ⊕ DENOTES WATER MANHOLE
- ☼ DENOTES PROPOSED EVERGREEN (APPROXIMATE)



NOTE REGARDING UNDERGROUND UTILITIES
The subsurface utility information in this plan is utility quality level d. this utility quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guidelines for the Collection of Existing Subsurface Utility Data"

PARCEL DESCRIPTION

Lots 12, 13, 14, and 15, Block 6, SOUTH ST. PAUL SYNDICATE PARK, Dakota County, Minnesota, EXCEPTING THEREFROM any portion of said lots lying within the right of way of Minnesota Trunk Highway No. 494, as shown on Right of Way Map No. 17-83.

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

Print Name: Kyle J. Roddy

License # 42627

Signature: *Kyle J. Roddy*

Date: 12/22/2023

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324 Garfield St. South | Cambridge, MN 55008
763.219.1235 | LHBcorp.com

ATTACHMENT G SITE PLAN



701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | 612.338.2029

CLIENT:
BLUE OX MEDIA

 THIS SQUARE APPEARS 1/2"x1/2"
ON FULL SIZE SHEETS

| NO | DATE | REVISION |
|----|------|----------|
| | | |

**PRELIMINARY
NOT FOR CONSTRUCTION**

COPYRIGHT 2022 BY LHB, INC. ALL RIGHTS RESERVED.

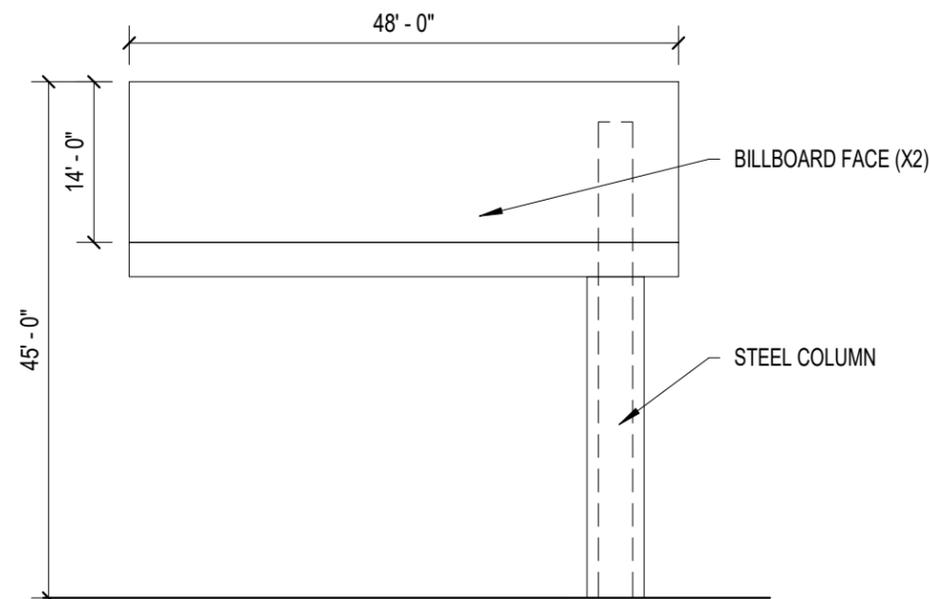
PROJECT NAME:
**SOUTH ST. PAUL 494
BILLBOARD**
1001 3RD AVE S
SOUTH ST. PAUL, MN

DRAWING TITLE:
**SITE PLAN AND
ELEVATION**

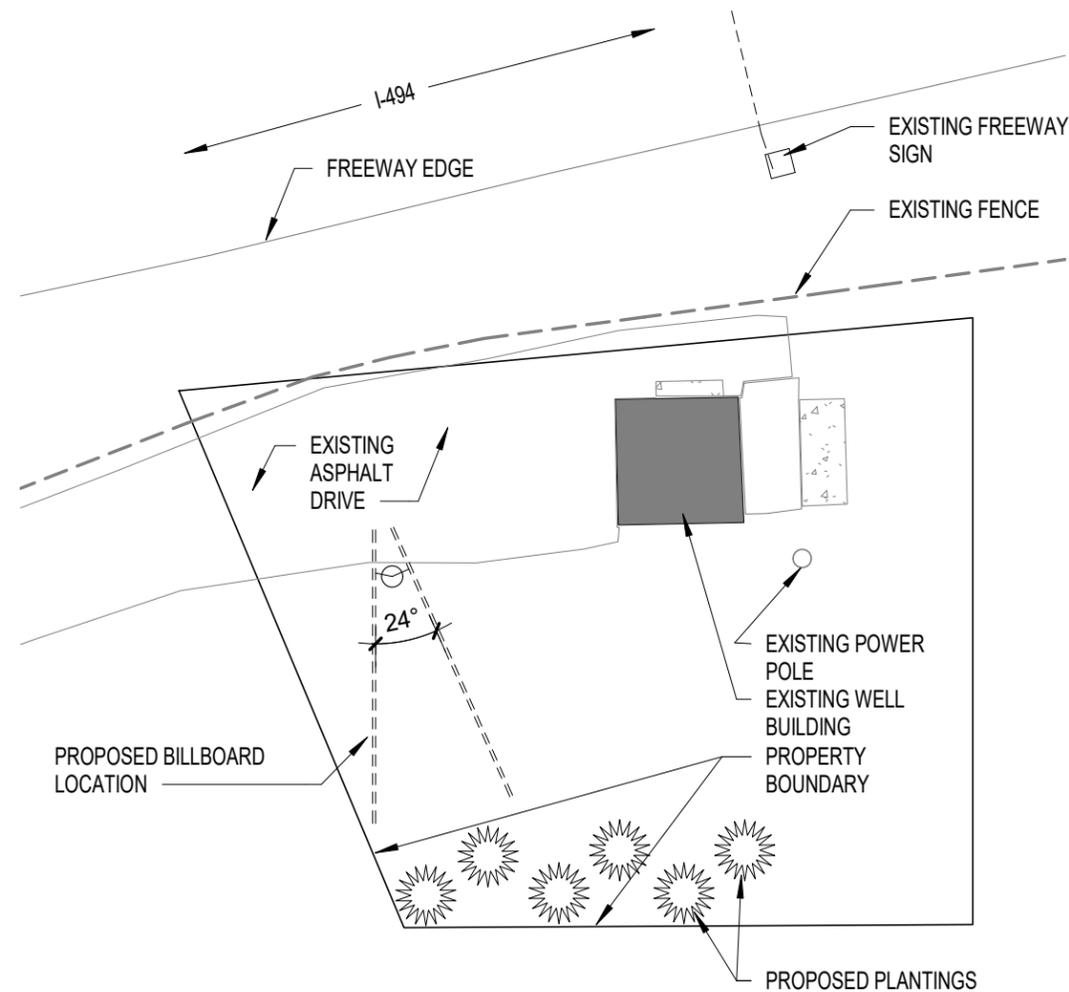
DRAWN BY: SS
CHECKED BY:
PROJ. NO: 220601
DRAWING NO:

A101

B



1A BILLBOARD ELEVATION
1/16" = 1'-0"



2A CONCEPTUAL SITE PLAN
1" = 30'-0"

ATTACHMENT H

RENDERINGS OF PROPOSED BILLBOARD SIGN

CONCEPTUAL RENDERING:
WESTBOUND



CONCEPTUAL RENDERING:
EASTBOUND



8/1/2022

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). These standards were the result of detailed analysis and recommendations for lighting control completed by Dr. Ian Lewin of Lighting Sciences Inc. The studies are based on accepted practices by the Illuminating Engineering Society of North America (IESNA) for evaluating and controlling "light trespass". Watchfire Signs' products meet the requirements set forth by both associations, based on these studies and recommendations, which results in lighting impact of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed. Please see below for the site-specific lighting study and Exhibit A for details surrounding the OAAA lighting standards and practices

Automatic Brightness Adjustment:

Watchfire's billboard displays are set to have a maximum daytime brightness level of 7,500 nits and a maximum nighttime brightness level of 300 nits. All Watchfire signs automatically adjust brightness levels using a primary 100-step hardware photocell, with a software photocell backup. The hardware photocell will automatically adjust the sign's brightness relative to changes in ambient light levels. If the software photocell is used, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. For both options, a sign operator can manually decrease the brightness from standard

Night Skies:

All Watchfire signs are designed with night skies in mind. To achieve the best image quality and power efficiency, we are interested in having light reach only the audience. We have implemented technology into our products that prevent them from being brightened in the field after installation and allow for downward adjustment when the impact is too great for a specific area or application. Watchfire has developed specially designed louver panels that not only protect the LEDs from damage but limit the vertical impact of the light output. This technology, coupled with the automated brightness adjustments, limits impact to vertical ambient lighting.

Title 24 Compliance:

Watchfire displays was the first in the industry to meet the requirements for UL Greenleaf certifications set forth by Title 24 of the California Code of Regulations. A copy of the Certificate of Conformance is available upon request

Redundancy:

All Watchfire displays have intelligent control with Automated Diagnostics down to individual LED level. In the unlikely event that a lighting control fails, or a sign malfunction, the operator and Watchfire are immediately notified. If necessary, there are protocols in place to have the sign go dark along with hardware installed in each display to allow for remote power control.

Equipment used by Watchfire Signs to Measure Luminance

Foot-candles/Lux - Minolta Illuminance Meter T-10

Nits/candela/sq. m – Minolta Luminance Meter LS-100

Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the billboard and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Billboard Details

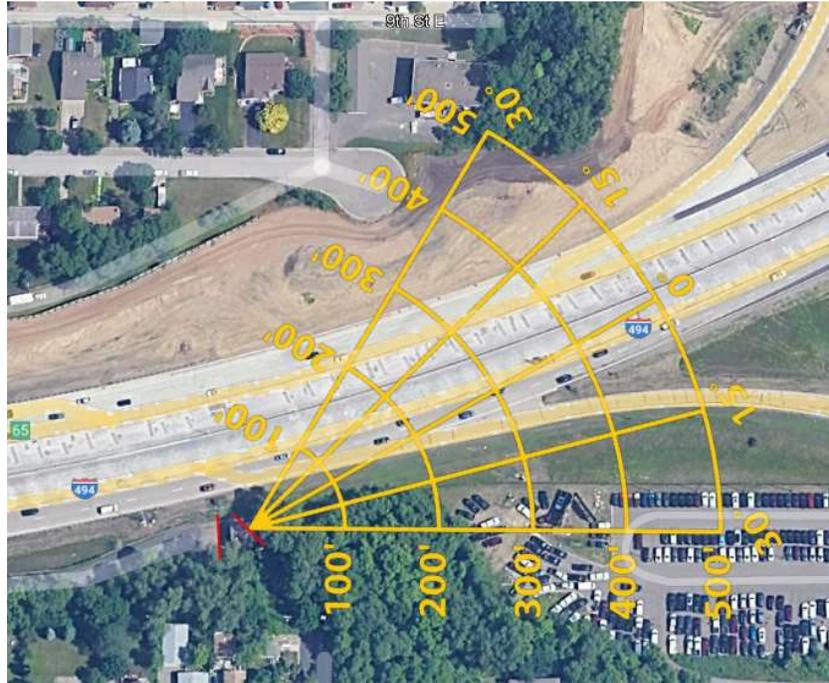
Size: 14'x48'

Location: **1003 3rd Ave S South St Paul, MN 55075**

The table below represents a large LED billboard, demonstrating the increase in illuminance from the billboard during normal night operation. Smaller billboards would have less effect than shown below. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

| Foot-candles at night under normal operation with Light Blocking Louvers | | | | | |
|--|--------------------------|------|------|--|--|
| | Horizontal Viewing Angle | | | | |
| Viewing Distance (ft) | 0° | 15° | 30° | | |
| 100 | 0.68 | 0.41 | 0.02 | | |
| 200 | 0.17 | 0.10 | 0.01 | | |
| 300 | 0.08 | 0.05 | 0.00 | | |
| 400 | 0.04 | 0.03 | 0.00 | | |
| 500 | 0.03 | 0.02 | 0.00 | | |

Example Broadcast of Light at Distances and Angles



Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital LED billboards.

Rob Caudill

Account Manager

Phone 217-474-1481

Watchfire Headquarters · watchfiresigns.com

sales 800-219-0496 service 800-406-6091

Exhibit A: OAAA Lighting Standards

Brightness Criteria

A. OAAA Guidelines: The OAAA recommended brightness criteria for digital billboards is as follows:

- Light produced by a digital billboard should not exceed 0.3 Footcandles over ambient light levels.
- Measurement should be taken utilizing a Footcandle meter from the following distances perpendicular to the face of the digital billboard):
 - o Posters: 150 feet
 - o 10'6x36 Bulletins: 200 feet
 - o 14x48 Bulletins: 250 feet
 - o 20x60 Bulletins: 350 feetThe measurement distances are based on the average minimum viewing distances for each type of billboard.
- Digital billboards must have automatic dimming capability.

B. Basis for the Guidelines. These guidelines are based on recommendations by lighting expert Dr. Ian Lewin, Lighting Sciences Inc. (Scottsdale, AZ), in a March, 2008 report to the OAAA. Dr. Lewin developed brightness criteria to meet the following general guidelines:

- Appropriately Legible Copy. Digital advertising copy is appropriately legible and not overly bright.
- Simplicity. Provide a guideline that can be easily implemented and enforced. Measurement of the ambient light level of the sign on and off is conducted by a footcandle meter. If the difference in measurements is less than 0.3 footcandles, the digital billboard is in compliance.
- Established Guidelines. The criteria are based on established scientific methodology and established industry standards from the Illuminating Engineering Society of North America (IESNA) publication TM- 11-00 "light trespass" theory which is an accepted standard in the lighting industry.
- Flexibility. Ensure proper brightness levels in a variety of lighting environments.

C. Additional Issues/Clarification

- Automatic Dimming Capability. A digital billboard must be able to automatically adjust as ambient light levels change. An automatic light sensing device (such as photocell or similar technology) should be utilized for adjusting the digital billboard's brightness. Sunset-sunrise tables and manual methods of controlling brightness are not acceptable as a primary means of controlling brightness.
- Brightness Measurement Methodology. The brightness standard requires the use of a Footcandle meter (also known as a "Lux meter"; ~\$100-1000). A Footcandle meter measures the amount of light arriving at the meter (illuminance), as opposed to an absolute measurement of the amount of light emanating from a light source or light sources (luminance). A Footcandle is a measure of lumens (light rays) that fall on one square foot area; Lux is the metric equivalent of a Footcandle. In contrast, a Candela Meter / NIT Gun (~\$3,000) measures the amount of light emanating from a specific light source (luminance). A NIT gun measures candelas (a measure of luminance or brightness) per meter squared (also known as "NITS"), which is a measure of the brightness emanating from a specific light source. It excludes ambient light (which may include light from many sources) from the measurement. Standard NIT levels and/or utilization of a NIT gun are not a part of the OAAA recommended brightness guideline.

OAAA Washington, DC Headquarters | 1850 M Street, N.W., Suite 1040 | Washington, D.C. 20036 Phone: (202) 833-5566 | Fax: (202) 833-1523

www.oaaa.org



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 5, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-C

AGENDA ITEM: Lease Agreement with Blue Ox Media Group

ACTION TO BE CONSIDERED:

Approve Resolution #2024-25 approving a sign lease agreement with Blue Ox Media Group.

OVERVIEW:

Background

The City Council is currently considering an ordinance to allow electronic billboard signs in the GB-General Business District and is also considering a conditional use permit application from Blue Ox Media Group for a conditional use permit to place an electronic billboard on City-owned property along Interstate 494. If the ordinance amendment and the conditional use permit are approved, Blue Ox Media Group will need to satisfy their “conditions of approval” to move forward with their billboard project. One of the conditions of approval is that they must enter into a lease with the City.

Blue Ox Media Group is a local company that specializes in digital billboard advertising in the Twin Cities. The City selected Blue Ox Media Group as its partner for this electronic billboard project after releasing a Request for Proposal (RFP) and receiving proposals from two different billboard companies.

Key Lease Terms

The key terms of the lease are summarized below:

- The lease will be for 15 years, and Blue Ox Media Group will have the option to renew the lease up to four times for additional 5-year periods under the same lease terms (35 years total).
- Blue Ox Media Group will pay the City \$130,000 for the first year that the sign is in operation with 12 monthly payments of \$10,833. Rent will increase by 3% each year. The City stands to make upwards of \$6 million if Blue Ox Media Group utilizes all four renewal options and the lease runs for the full 35 years.
- Blue Ox Media Group will pay the City a one-time \$50,000 bonus after the sign receives all its government approvals (City approvals, FAA approvals, and MnDOT approvals).
- Blue Ox Media Group will provide the City with up to 30 hours of free advertising time on the electronic billboard each month to promote community events and share public service messages.

- Blue Ox Media Group will provide a 20% discount to any local South St. Paul business that wants to advertise on the electronic billboard.
- Blue Ox Media Group agrees not to display certain types of advertising on the billboard since it will be located on City property:
 - The sign will not be used to promote political candidates or political parties.
 - The sign will not be used to advertise tobacco or cannabis.
 - The sign will not be used to advertise adult entertainment businesses.
- The City agrees not to enter into leases with other entities to construct additional billboards along Interstate 494.
- The agreement establishes that Blue Ox can qualify for a temporary partial abatement of rent if the sign becomes “economically unsustainable” for a period of three or more consecutive months which means that the sign is not making at least 150% of the cost of monthly rent. The rent that is abated will be paid back later to the City. The agreement also lays out that there are several situations that may arise (such as the destruction or disruption of the sign) where Blue Ox and the City may attempt to reach a mutual agreement about how to proceed with the lease. If no agreement can be reached, Blue Ox will have the right to terminate the lease.
- The agreement establishes that if the City needs to relocate, reconstruct, or expand the pump house, the City will work with Blue Ox Media Group to try to relocate the sign somewhere else on the subject property. If it is impossible to relocate the sign, the landlord can terminate the lease after giving a one-year written notice.

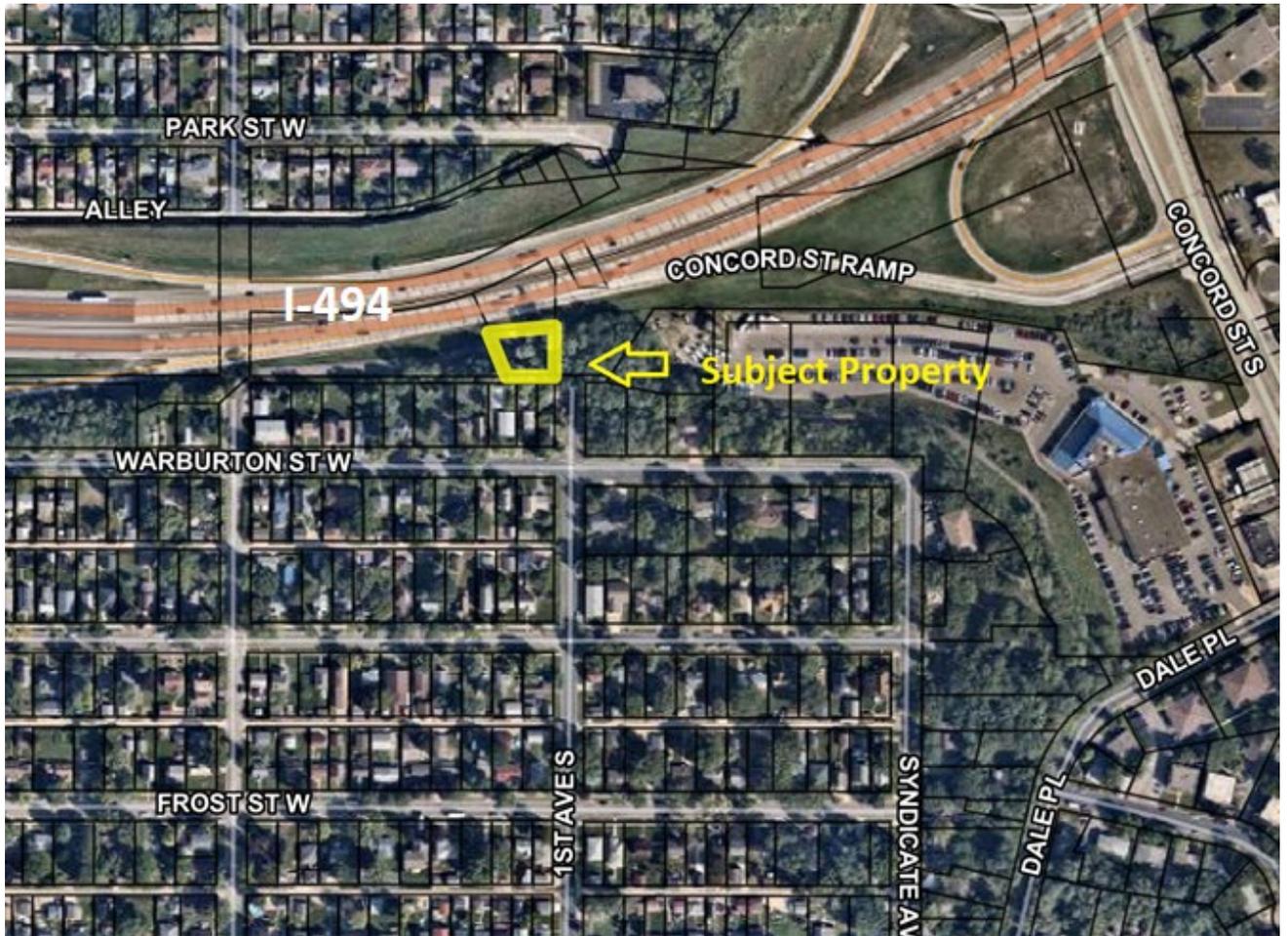
STAFF RECOMMENDATION:

If the City Council approves the proposed ordinance amendment and conditional use permit that would allow the Blue Ox Media Group sign project to move forward, Staff recommends approval of Resolution #2024-25 approving a sign lease agreement with Blue Ox Media Group.

Attachments

A- Site Location Map

ATTACHMENT A
SITE LOCATION MAP



City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-25

RESOLUTION APPROVING A SIGN LEASE AGREEMENT WITH BLUE OX MEDIA GROUP

WHEREAS, the City Council has reviewed and considered a sign lease agreement for an electronic billboard on City-owned property (the “Agreement”) between the City of South St. Paul (“Landlord”) and Ranger Enterprises LLC, a Minnesota limited liability company, doing business as Blue Ox Media Group (“Tenant”);

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 sign lease agreement 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 5th day of February, 2024.

City Clerk

Sign Lease Agreement

This Sign Lease Agreement (“Lease” or “Agreement”) is made effective as of _____, 2024 (the “Effective Date”) and entered into by and between the City of South St. Paul, a Municipal Corporation (“Landlord”) and Ranger Enterprises LLC, a Minnesota limited liability company, doing business as Blue Ox Media Group (“Tenant”).

RECITALS

WHEREAS, Landlord has an interest in property located at 1001 3rd Avenue S., South St. Paul, Minnesota (the “Property”, or “Premises”). The legal description of the Property and a depiction of the Property or Premises is attached hereto as Exhibit A.

WHEREAS, Tenant desires to lease the Property for the purpose of constructing and operating an electronic billboard on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. PURPOSE. The purpose of this Lease is to allow Tenant to construct, maintain and operate an electronic billboard and related equipment (collectively, the “Sign”) on the Premises (as defined below). Tenant may not use the Premises for any other use or purpose. A general depiction of the Sign is attached hereto as Exhibit B and the specifications for the Sign are attached hereto as Exhibit C. Once Tenant has obtained all necessary governmental permits and approvals for the construction of the Sign, it shall be allowed to construct, operate and maintain the Sign in accordance with the terms of this Lease.
2. LEASE. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord that certain portion of the Property as depicted on Exhibit D, together with air rights, viewshed rights and rights of ingress and egress necessary to construct, operate and maintain the Sign. Tenant shall at its sole cost secure any necessary easements from the adjacent property owner(s) in order to allow Tenant to construct, maintain and operate the Sign, including but not limited to any easements necessary to bring power to the Property and otherwise maintain the Sign. Tenant shall also have the right to utilize an area surrounding the Property, the location of which shall be reasonably determined by Landlord and Tenant, for up to thirty (30) days in order to construct the Sign. Except as specifically provided for in this Lease, Tenant may not otherwise utilize the Property.
3. TERM. The initial term of this Lease shall be fifteen (15) years (the “Lease Term”), beginning on the earlier of: (i) the date that the construction of the Sign is completed and is connected to power and is in all other respects is operational; or (ii) two hundred seventy (270) days following the approval of this Lease and an ordinance allowing the Sign by the City of South St. Paul (such earlier date is defined as the “Commencement Date”) and ending fifteen (15) years thereafter. For

purposes of this Agreement, Tenant shall not commence construction of the Sign until Tenant has received: (a) all necessary governmental approvals and permits, and (b) Tenant has received all access and visibility rights needed, if any. If the Commencement Date has not occurred within One Hundred Eighty (180) days after the Effective Date, Landlord may terminate this Agreement provided that Tenant has not already submitted an application for a sign permit from the Landlord and Minnesota Department of Transportation. If Tenant has submitted the above-referenced applications within such 180-day period, then Landlord's right to terminate shall be tolled for the longer of: (a) an additional One Hundred Eighty (180) days from the date of Tenant's latest application, or (b) until all rights of appeal have been exhausted, but in no event shall the Landlord's right to terminate be tolled for longer than twenty-four (24) months from the date of Tenant's last application.

Tenant shall have four (4) successive options (the "Options") each allowing the Tenant to extend the Lease Term for an additional five (5) year period under the same terms and conditions contained herein. Tenant may exercise one or more of the Options by giving Landlord written notice irrevocably exercising the respective Option, not more than three hundred sixty-five (365) days and not less than one hundred eighty (180) days prior to the end of the Lease Term or preceding option period. Conditions to the exercise of one or more of the Options shall be that Tenant is not then in default under this Lease and that this Lease is in full force and effect.

4. RENT, ADVERTISING FOR LANDLORD, MESSAGE CONTENT RESTRICTIONS, BONUS PAYMENT, AND RENT ABATEMENT.

A. RENT. Beginning on the Commencement Date of this Lease and during the term of this Lease and any extensions thereto, Tenant shall pay to Landlord as annual rent ("Rent") for the Premises an annual sum of one hundred and thirty thousand dollars (\$130,000.00). Rent shall be increased each year at a rate of three (3%), beginning on the first anniversary of the Commencement Date. Rent shall be paid on a monthly basis in an amount equal to 1/12th of the applicable annual Rent on or before the first (1st) day of each month, in advance, without demand, offset, abatement or deduction.

B. ADVERTISING FOR LANDLORD. During the Lease Term and any exercised Option period, Tenant shall allow Landlord to utilize thirty (30) hours of time per month on each face of the Sign to display public service messages, or messages promoting the City of South St. Paul, or events, or organizations associated with the City of South St. Paul. Landlord shall be responsible for the creation its own advertising copy and the delivery of said copy to Tenant. The public service messages shall be reasonably distributed throughout a 24-hour period and shall not be relegated to the midnight to 6:00 a.m. time frame. Landlord shall be responsible for the content and production costs of any such messages.

C. DISCOUNT FOR LOCAL BUSINESSES. Tenant covenants that during the Lease Term and any extensions thereto, Tenant will provide a 20% discount off its published advertising rate card to any business located in the City of South St. Paul who wishes to purchase advertising space on the Sign.

D. MESSAGE CONTENT RESTRICTIONS. Tenant shall not permit any of the following advertising content on the Sign:

- (1) Any political candidate or political party or any organization attempting to endorse a political candidate or political party;
- (2) Any tobacco or cannabis products or use thereof, including, but not limited to, cigarettes, e-cigarettes, chewing tobacco, cigars, vapor products, tobacco or cannabis related businesses and any advertisement that tends to promote the use or consumption of similar products; and
- (3) Any form of adult entertainment, including, but not limited to, adult bookstores, strip clubs, and any advertisement that tends to promote establishments that permit the sale or display of sexually explicit materials.

E. BONUS PAYMENT. Upon Tenant receiving all necessary and unappealable government approvals to construct, operate and maintain the Sign, Tenant shall pay to Landlord a non-refundable bonus payment of \$50,000.00.

F. RENT ABATEMENT. The rent owed to Landlord by Tenant shall be abated according to the following:

(1) Economically Unsustainable. In the event that operation of the Sign becomes economically unsustainable for three (3) or more consecutive months ("Sign Impact Period"), then immediately following the Sign Impact Period and for a period of six (6) months thereafter, Tenant's monthly rent obligation to Landlord shall be temporarily reduced by fifty percent (50%). Any rent abated in accordance with the foregoing shall be paid to Landlord, without interest, in monthly installments over a period of two (2) years beginning on the first day of the month that is six (6) months after the Sign Impact Period. For purposes of this Agreement the term "Economically Unsustainable" shall mean a period of three (3) or more consecutive months when total monthly sales revenues is less than 150% of the then applicable monthly rent for a reason other than negligence or mismanagement by the Tenant.

(2) Approval of Additional Sign Permits. Landlord shall not enter into a Lease with another entity for a new digital or static billboard along the Interstate 494 corridor located within City limits ("I-494"). Tenant acknowledges that current City Code does not permit additional billboards along I-494 due to the Code's spacing requirements and Mississippi River Corridor Critical Area restrictions, however Tenant acknowledges that multiple static billboards currently exist as legal nonconformities along I-494.

5. INSURANCE. Tenant shall, at its expense, maintain the following insurance coverages at or above the following limits during the term of this Agreement:

A. Property insurance covering the full replacement value of the Sign.

- B. Commercial general liability insurance in an amount of not less than the maximum municipal tort liability amount established in Minn. Stat. § 466.04, as amended, insuring Tenant and its officers, employees, agents, contractors, subcontractors and customers against liability for bodily injury, death, personal injury, and including contractual liability coverage.

Landlord shall be named as an additional insured under the commercial general liability policy described above, and a certificate of insurance in a form satisfactory to Landlord evidencing such insurance shall be delivered to Landlord on or before the Effective Date and thereafter from time to time upon Landlord's request.

6. TERMINATION RIGHTS.

- A. Tenant. At any time: (a) electrical service is unavailable or interrupted for a period of thirty (30) consecutive days or more due to no fault of Tenant or its Affiliated Parties; (b) Tenant's advertising copy becomes entirely or materially adversely obscured (on a permanent basis) or the Sign is completely destroyed; (c) the Sign is Economically Unsustainable as defined in Paragraph 4(F)(1); (d) Tenant is unable to obtain necessary permits for the erection or maintenance of the Sign after making commercially reasonable efforts; (e) Tenant is prevented by governmental authority from constructing or maintaining the Sign, then, and in such event of (a) through (e) above, at the option of Tenant, this Lease shall be amended by mutual agreement, or in the event that no mutual agreement can be reached, shall terminate upon fifteen (15) days written notice from Tenant to Landlord.
- B. Landlord. In the event the Landlord in its sole discretion, decides to redevelop the Property in a manner inconsistent with continued use of the Sign by Tenant, including, but not limited to the relocation, reconstruction, or expansion of the existing pumphouse, the Parties agree to work cooperatively together in good faith to find an alternative location, temporary or permanent, on the site if possible. If the Parties determine that an alternative location is not possible, Landlord shall give Tenant a one (1) year written termination notice.

7. INDEMNIFICATION. Tenant hereby agrees to indemnify, defend and hold harmless Landlord and its, employees, agents, contractors, subcontractors, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) incurred by the Indemnified Parties as a result of or in connection with the activities of Tenant and its officers, employees, agents, contractors, subcontractors and customers at the Property.

8. OWNERSHIP/SUPPORT/REMOVAL/USE. The Sign and all advertising copy are Tenant's personal property and shall be removed by Tenant prior to the expiration or earlier termination of this Lease. Tenant shall promptly restore all damage to the Property caused by the removal of its Sign, including restoration of landscaping, sod, asphalt, curbing, fencing, etc. If Tenant does not remove the Sign and restore the Property prior to the expiration or earlier termination of this Lease, then Landlord may elect, in its sole discretion, one of the following options: (i) Landlord may elect

to keep the Sign, in which case title to the sign shall revert to Landlord, or (ii) Landlord may remove the Sign and restore all damage to the Property at Tenant's expense. Only Tenant's employees and other authorized persons may have access to the Sign; provided, however, Tenant acknowledges and agrees that it is solely responsible for prohibiting unauthorized access to the Sign. Landlord shall not be responsible for providing any security for the Sign. Without prior notice to Tenant and consent, except as otherwise provided in this Lease, Landlord shall not take any action, or omit to take any action, if the result of such action or omission is to materially adversely affect the ability of Tenant to use the Sign, or otherwise affect Tenant's business operations, including but not limited to excavation of the area immediately adjacent to the Premises, or construction of a similar sign, or billboard upon property owned or controlled by Landlord.

During the term of this Lease and any extensions thereto Tenant shall maintain the Sign and the Premises in good working order, safe and first-class condition.

9. ASSIGNMENT. This lease shall be freely assignable by the Landlord and Tenant upon providing written notice of such assignment to the other party. Any such assignment shall be binding upon the parties' heirs, executors, personal representatives, successors and assigns. If the real property is sold, Landlord shall notify Tenant immediately of said sale prior to the sale or taking place. In such event, Landlord also agrees to provide the new owner written notice of the existence of this Lease and to deliver a copy of this Lease to the new owner.

10. CONDEMNATION. If any portion of the Premises shall be taken by eminent domain or conveyed by deed in lieu of eminent domain, then Landlord or Tenant may terminate this lease upon written notice to the other party, and the Rent shall be abated for the unexpired portion of the Lease Term effective as of the date of the taking. The award for such taking shall belong to Landlord, except that Tenant shall be entitled to pursue a separate award for the loss of Tenant's leasehold interest.

11. CASUALTY. If the Sign is partially damaged or fully destroyed by fire, weather or any other event ("Casualty"), and Tenant fails to restore the Sign within ninety (90) days following the date of the Casualty, then Landlord may terminate this Lease upon written notice to Tenant.

12. UTILITIES. Landlord hereby grants Tenant a non-exclusive license for the Lease Term to access utilities from the nearest suitable demarcation point that meets Tenant's requirements and is acceptable to Landlord. Tenant shall be responsible for all utility charges for electricity and any other utility service used by Tenant on the Premises. Tenant shall install, at its sole expense, separate meters for Tenant's utility usage in its name and responsibility. If a utility provider does not allow Tenant to install a separate meter for its utility usage, then Tenant shall install, at its sole expense, a sub-meter for such utility usage. Landlord shall read the sub-meter on a monthly or quarterly basis and bill Tenant for the actual cost of the utility services, as reasonably determined by Landlord.

13. LANDLORD'S REPRESENTATIONS. Landlord represents and warrants that it is the owner or title holder of the Property and has full authority to execute this Lease and agrees to indemnify and save harmless Tenant from any and all claims and/or liability caused by a breach of this

warranty. Landlord further covenants that Tenant shall at all times, subject to all applicable laws, have the right to remove any vegetation obstructing the Sign.

The necessary permits required to operate the Sign (State and Local) are the property of Tenant and shall be held in Tenant's name during the initial term and any extensions of the Lease. Upon termination of the Lease, if not further extended or renewed between Landlord and Tenant, Tenant shall assign any and all rights in and to the permits (State and Local) to Landlord.

14. HAZARDOUS SUBSTANCES. Tenant and its officers, directors, shareholders, members, managers, employees, agents, contractors, subcontractors and subtenants (collectively, the "Affiliated Parties") shall not manufacture, generate, treat, transport, dispose of, release, discharge, or store on, under or about the Premises any asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("Hazardous Materials"). Tenant shall indemnify, hold harmless and defend (with counsel reasonably approved by Landlord) Landlord from and against any claims, damages, penalties, liabilities, and costs (including reasonable attorneys' fees and expenses and court costs) caused by or arising out of (i) a violation of the foregoing prohibition by Tenant or (ii) the presence of any Hazardous Materials on, under, or about the Premises during the term of this Lease to the extent caused by or arising out of the actions or omissions of Tenant or its Affiliated Parties. Tenant shall clean up, remove, remediate and repair any soil or ground water contamination and damage caused by the presence or release of any Hazardous Materials in, on, under or about the Premises during the term of this Lease to the extent caused by or arising, out of the actions or omissions of Tenant or its Affiliated Parties, as required by applicable law and subject to Landlord's prior reasonable approval of the scope of Tenant's work. Tenant shall immediately give Landlord written notice (i) upon learning of the presence or release of any Hazardous Materials on or about the Premises or the Project by Tenant, (ii) upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises, or (iii) upon receipt of notice of pending or threatened claims against Tenant due to the presence or release of Hazardous Materials on or about the Premises. The obligations of both parties hereunder shall survive the expiration or earlier termination of this Lease and the monetary obligations of Tenant shall be deemed additional rent payable to and recoverable by Landlord hereunder.

15. NOTICES. All notices required to be sent under this Lease shall be by certified mail, return receipt requested or by overnight delivery to the following:

If to Landlord:

City of South St. Paul
Attn: Ryan Garcia
125 3rd Avenue N.
South St. Paul, MN 55075

If to Tenant:

Blue Ox Media Group
c/o Steve Boynton
11150 Mississippi Drive N.
Champlin, MN 55316

with a copy to:

LeVander, Gillen & Miller
Attn: South St. Paul City Attorney
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121

16. ENTIRE AGREEMENT. The parties agree that there are no prior or contemporaneous oral agreements pertaining to the matters described in this Lease and that this Lease supersedes all prior written agreements pertaining of the Property by and between Landlord and Tenant. Landlord acknowledges that this Lease runs with the land. This Lease embodies the entire agreement between the parties and may not be modified in any respect, except in writing, signed by the parties.

17. SEVERALABILITY. Landlord and Tenant agree that each provision of this Lease is severable from the remainder; and, if any portion of this Lease is declared to be void or unenforceable, the remainder of this Lease shall continue in full force and effect.

18. MEMORANDUM OF LEASE/SNDA/ESTOPPEL CERTIFICATE. Upon request, and within ten (10) days of such request, the parties agree to execute a recordable Memorandum of this Lease, a Subordination, Non-Disturbance and Attornment Agreement, and/or an Estoppel Certificate. Both parties acknowledges and agree that a failure to deliver any such document in a timely manner is a default under this Lease. In the event that any such document is not produced within 10 days of such a request, the breaching party shall be liable to the other in the amount of \$500.00 per day for each day that the requested document is not provided together with all amounts expended by the non-breaching party to enforce this provision, including but not limited to reasonable attorneys' fees and costs. The remedy stated above is in addition to any other remedy that the non-breaching party may be entitled to.

19. DEFAULT BY TENANT. If Tenant fails to comply with any of the terms of this Lease, then Tenant shall be deemed to be in default under this Lease. Upon the occurrence of a default by Tenant, Landlord may, in its sole discretion, elect any one or more of the following remedies: (i) to terminate this Lease upon written notice to Tenant, (ii) to bring an eviction action against Tenant, (iii) to bring a collection action against Tenant, (iv) to cure the default on behalf of Tenant, in which event Tenant shall reimburse Landlord upon demand for any amount expended by Landlord in connection with the cure, including, without limitation, reasonable attorneys' fees and costs, or (v) to pursue any other remedy at law or in equity that may be available to Landlord.

20. DEFAULT BY LANDLORD. If Landlord fails to comply with any of the terms of this Lease, then Landlord shall be deemed to be in default under this Lease. Upon the occurrence of a default by Landlord, Tenant may, in its sole discretion, elect any one or more of the following remedies:

(i) to terminate this Lease upon written notice to Landlord, (ii) to bring an action against Landlord for loss of business opportunity and/or lost profits, (iii) to continue to operate the Sign without paying Rent for so long as Landlord's default continues, or (iv) to pursue any other remedy at law or in equity that may be available to Tenant. Regardless of the remedy elected by Tenant, Landlord shall reimburse Tenant upon demand for any amount expended by Tenant in connection with pursuing said remedy, including, without limitation, reasonable attorneys' fees and costs.

21. LIENS. Tenant shall not suffer any contractor, subcontractor, material supplier, or other person or entity to file, assert, or maintain any lien (including without limitation, the liens commonly known as mechanics and materialmen's liens) against any property of Landlord for materials delivered for use with respect to, or labor performed in connection with, Tenant's activities. Tenant shall within thirty (30) days satisfy and discharge any such lien filed, asserted, or maintained against any property of Landlord. Tenant shall give notice of the provisions of this section to each contractor, subcontractor, or material supplier before any labor or material is so furnished.

22. COMPLIANCE WITH LAWS. Tenant shall, at its sole expense, comply with all applicable laws, and shall secure and maintain any and all approvals, permits or licenses that may be required by reason of or growing out of Tenant's activities at the Premises, including the installation, ownership, existence or use of the Sign installed on the Premises.

23. FORCE MAJEURE. The time within which Landlord or Tenant shall be required to perform any covenant or obligation in this Lease shall be extended, without liability to the other, if the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of force majeure or by the other party. For purposes of this Lease, "force majeure" shall mean any of the following occurrences: act of God; fire; earthquake; flood; explosion; actions or the elements of war; invasion; insurrection; outbreaks of disease; riot; mob violence; sabotage; inability to procure equipment, facilities, materials or supplies in the open market; failure of power; failure of transportation; strikes; lockouts; actions of labor unions; condemnation; requisition; laws; orders of governments or civil or military authorities; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of either party.

24. BROKERAGE. Landlord and Tenant each represents and warrants to the other that there is no obligation to pay any brokerage fee, commission, finder's fee or other similar charge in connection with this Lease. Each party covenants that it will indemnify, defend and hold harmless the other party from and against any loss or liability by reason of brokerage or similar services alleged to have been rendered to, at the instance of, or agreed upon by said indemnifying party.

25. TENANT'S AUTHORITY. Tenant hereby represents and warrants that (i) Tenant is a duly organized and validly existing limited liability company under the laws of the State of Minnesota, (ii) Tenant is qualified to do business in the state in which the Premises are located, (iii) the limited liability company has full right and authority to enter into this Lease, and (iv) each person signing on behalf of the limited liability company is authorized to do so. Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims and/or liability caused by a breach of this representation and warranty.

26. MISCELLANEOUS. This Lease may be executed in one or more counterparts each of which when so executed and delivered shall constitute an original, but together said counterparts shall

constitute one and the same instrument. Execution copies of this Lease may be delivered by facsimile or electronic mail, and the parties hereto agree to accept and be bound by facsimile or scanned signatures hereto. This Lease shall be governed by Minnesota law. Time is of the essence with regard to each and every provision of this Lease.

27. GOVERNING LAW. This Lease Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Minnesota, with exclusive venue of Hennepin County.

IN WITNESS WHEREOF, this Lease has been executed as of the Effective Date.

LANDLORD:

City of South St. Paul

By: _____
Print Name: _____
Its: _____

TENANT:

Ranger Enterprises, LLC
d/b/a Blue Ox Media Group

By: _____
Tom McCarver



CITY COUNCIL AGENDA REPORT

DATE: FEBRUARY 5, 2024

DEPARTMENT: Planning

Prepared By: Monika Miller, Associate Planner

ADMINISTRATOR: RG

10-D

AGENDA ITEM: 2nd Reading- Ordinance Amendment Updating Zoning Standards for Permitted Encroachments, Accessory Structures, and Nonconforming Buildings

ACTIONS TO BE CONSIDERED:

Motion to adopt Ordinance 1418 updating zoning standards for permitted encroachments, accessory structures, and nonconforming buildings.

PRIOR CITY COUNCIL REVIEW:

This item was reviewed by the City Council at their January 16th meeting. During the discussion about the changes to the permitted encroachments regulations, the City Council requested additional information on the average noise level of a central air conditioning unit. The average noise level of an air conditioning unit ranges from 40 to 85 decibels. For reference, the average noise level of a normal conversation is between 50 and 70 decibels. The average noise level of a hair dryer is between 80 and 90 decibels. Modern air conditioning units, specifically heat pump air conditioning units, tend to be quieter with a noise level of 50-60 decibels. The noise of a central air conditioning unit is comparable to the noise of a window air conditioning unit so a house that is served by a single central air conditioning unit will be less noisy than a house that is served by multiple window air conditioning units.

Staff discussed with the Building Official why air conditioning units are commonly placed in side yards. He explained that air conditioning units are more efficient when they are placed in a shaded area, which for most properties in town is on the north side of the house. Most of South St. Paul's lots have a side yard on the north side of their house. Additionally, most homeowners will opt to place their central air conditioning units in a location where they need to have the least amount of line set in order to reduce their costs during installation. As Staff shared during the first reading, the zoning requirement that central air conditioning units must be at least 5 feet from side property lines does not appear to have ever been consistently enforced since air conditioners only require a mechanical permit and this type of permit does not require a site plan review by the Planning/Zoning Department. The Building Official stated that he has not received any complaints about air conditioning unit noise in the three decades he has worked for the city.

OVERVIEW:

Applicant

The Applicant is the City of South St. Paul. The ordinance was introduced for a first reading at the January 16th City Council meeting.

Background

Throughout the year, situations arise that highlight potential improvements to the City Code. City Staff are very busy with building permits and development review during the spring and summer months and often notice then that certain code requirements are causing friction with building projects. This past construction season, the following topics were highlighted as areas where code improvements could potentially be made:

- Setback standards for some permitted encroachments, such as open decks, front yard patios, arbors and trellises, chimneys, bay windows, and air conditioning units. *The existing standards could use refinement.*
- The rules for accessory buildings in residential zoning districts. *Each property currently gets 1 detached garage and 1 “other” detached accessory building. This causes friction with many residents who want both a storage shed and a gazebo or other recreational structure. Also, the rules for pergolas are somewhat unclear and need to be refined.*
- Additions onto existing single-family, two-family, and three-family homes that have a nonconforming setback. *Currently, these additions all require a variance if they are going to have the same nonconforming setback as the existing building.*

The attached Planning Commission memo provides an in-depth analysis of these issues and walks through the proposed changes to the City Code. This memo provides a high-level summary of what the proposed ordinance amendment would accomplish.

Permitted Encroachments

Cities have setback requirements for houses, garages, and sheds to create uniform development with adequate space between structures for practicality, safety, and aesthetic reasons. Certain property features, such as decks, patios, chimneys, etc., often extend beyond the house and encroach into the yard space around a house. To legalize these features, cities adopt regulations for “permitted encroachments.” Some of the City Code’s existing standards for permitted encroachments do not align well with actual neighborhood conditions. For example, the current 5-foot setback requirement for air conditioning units does not allow air conditioning units to be placed in the side yard of most residential properties so residents routinely disregard this part of the City Code. The proposed ordinance would update the setback requirements for permitted encroachments such as decks, front yard patios, chimneys, air conditioning units, bay windows and window wells to better fit South St. Paul’s development conditions.

Accessory Structures

The ordinance would make three changes to the City’s accessory structure regulations:

1. Updating the accessory structure section of the zoning code and the R-1 code to clarify setback rules and exterior building material rules for attached and detached accessory structures.

2. Clearly state the rules for pergolas in the zoning code. Currently, these rules require a lot of interpretation of related codes.
3. Increase the number of allowable accessory structures on a residential property from 2 to 3 to allow residents to have up one detached garage, one shed, and one recreational structure like a gazebo.

Additions to Nonconforming Structures

Under State Statute, nonconforming structures (“grandfathered” structures) have the right to be repaired, maintained, replaced, or improved. State Statute does not grant nonconformities any expansion rights but cities may do so if they wish. South St. Paul currently only allows nonconforming structures to be expanded if the expansion meets all zoning code requirements. In 2023, the City Council reviewed two variance requests for expansions to single family homes with a nonconforming side yard setback. In both cases, the property owners wanted to build an addition that had the same setback as their existing home and needed a variance. Both variances were approved unanimously, and the City Council stated that the City Code should be updated so this type of project no longer requires a variance.

The proposed ordinance would allow expansions to a residential structure with a nonconforming side or rear yard setback to be expanded vertically or laterally by up to 50% of the footprint of the existing building as long as a setback of at least 3 feet from a side or rear property line is maintained. Expansions that are larger than 50% of the footprint of the existing building would require a conditional use permit.

Summary of Proposed Updates

The proposed ordinance would implement the following code amendments:

- Air conditioners are already allowed to encroach up to 5 feet into a rear or side yard. The proposed ordinance would remove the requirement that an air conditioner unit must still be at least 5 feet from the property line even when it is encroaching.
- Separating patios from uncovered porches, balconies, open decks, and terraces and allowing patios to encroach 6 feet forward of a residential structure regardless of the yard size.
- Updating the standards for small arbors and trellises to allow them to be used as yard decorations.
- Reducing the setback requirements for chimney and bay/bow windows to allow these architectural features on lots with small setbacks.
- Adding standards for egress window wells to codify current practices.
- Clarifying various parts of the accessory structure regulations.

- Adding stucco, brick, and stone as allowable materials for accessory structures and making it clear that a property owner can always design their accessory building to use the same siding and roofing as their existing home.
- Removing all leftover regulations for detached accessory structures that are found in the R- 1 district code.
- Refining the rule that there needs to be at least 10 feet of space between a new building and any dwelling unit on a neighboring lot. Someone who wants to build a new accessory building or an attached garage will still need to make sure they are 10 feet away from their neighbor's house. However, someone building a home addition will not be subject to this rule if they comply with all setback requirements. This refinement of the rule will avoid accidentally hurting residents who have the bad luck to live next door to a "grandfathered" house that is up right against the shared property line. Currently, these residents are sometimes prevented from building home additions because they need to stay 10 feet away from their neighbor's "grandfathered" house. The City Council has historically granted variances when these situations come up and the code update will eliminate the need for such variances.
- Codifying existing practices for regulating pergolas.
- Increasing the number of allowable detached accessory structures on a residential property from 2 to 3, subject to the additional structure being used for recreation and not storage.
- Allowing additions on to single-, two-, or three-family dwellings with a side or rear yard setback nonconformity that utilizes the nonconforming setback.

PLANNING COMMISSION REVIEW

The Planning Commission discussed the item at their December 6, 2023 meeting and provided initial feedback. The Planning Commission then held a Public Hearing on the item at their January 3, 2024 meeting. No one was present to comment on the application and no correspondence was received prior to the meeting. The Planning Commission recommended approval of the ordinance with a 5-0 vote.

STAFF RECOMMENDATION:

Staff recommend the City Council adopt Ordinance 1418 to update the zoning standards for permitted encroachments, accessory structures, and expansions to nonconforming structures.

City of South St. Paul
Dakota County, Minnesota

Ordinance No. 1418

AN ORDINANCE AMENDMENT UPDATING THE STANDARDS FOR PERMITTED ENCROACHMENTS, ACCESSORY BUILDINGS, AND SMALL ADDITIONS TO NONCONFORMING STRUCTURES

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

SECTION 1. AMENDMENT. South St. Paul City Code Section 118-273 is hereby amended as follows:

Sec. 118-8. - Lots, distances, and definitions.

Pergola means a structure usually consisting of parallel colonnades supporting an open of girders and cross rafters used for recreational purposes. Attached pergolas shall be subject to the same setback requirements as attached decks while detached pergolas shall be considered detached accessory structures when determining height and setback requirements. A detached pergola shall not count towards the total limit on the number of detached accessory structures that are permitted on a property. Pergolas do count towards total lot coverage.

SECTION 2. AMENDMENT. South St. Paul City Code Section 118-273 is hereby amended as follows:

Section 118-273.- Exceptions to the minimum requirements for all districts.

(2) Permitted encroachments into required yards and setback areas.

c. In all zoning districts:

3. *Steps, stoops, and landings.* Steps, stoops and exterior landings are permitted in a front, side or rear yard and may be built up to a property line provided that all Building Code requirements are met. The Building Code may require additional setbacks for steps, stoops, and landings if they are built out of combustible materials. providing that front, side and rear setbacks of not less than five feet shall be maintained for steps constructed of combustible material. Steps constructed of noncombustible materials, such as concrete or masonry products, may be built up to the property line.
8. *Ramps and other devices in compliance with the ADA.* Ramps and other devices for access to buildings and sites by disabled persons in compliance with the American Disabilities Act may encroach into any required front, side or rear setback provided all Building Code requirements are met. The Building Code may require additional setbacks for some ramps

~~that are built out of combustible materials. As per the Minnesota State Building Code, a setback of no less than five feet shall be maintained for ramps constructed of combustible materials that are physically attached to the principal structure. Unattached combustible ramps may be built up to the side property line. Ramps construction of non-combustible materials, such as concrete or masonry products, whether attached or unattached to the principal structure, may be built up to the side property line.~~

9. Window Wells. Egress window wells may encroach up to 4 feet into a required or actual front, side or rear yard setback, subject to review and approval by the Building Official. Window wells shall not be permitted to cross property lines and may not be placed in public drainage and utility easements. Any egress window well that is closer than 2 feet to a property line must be fitted with a cover that can support at least 250 lbs. of weight.

d. In residential zoning districts (R-1, R-2, R-3, and R-4) and single-family dwellings, two-family dwellings, and three-family dwellings in the MMM1 sub-district:

1. Uncovered Porches, Balconies, Open Decks, and Terraces. ~~Uncovered patios, terraces, open decks and balconies. Uncovered patios,~~ Uncovered porches, terraces, open decks, and balconies may encroach six feet into a required front setback, four feet into a required side setback and 15 feet into a required rear setback, provided that a front setback of not less than ~~20~~ 10 feet, a side setback of not less than five feet and a rear setback of not less than ten feet shall be maintained. A railing and spindles must be used around the open deck or balcony if the structure is located in a front yard or a street side yard on a corner lot, regardless of whether the Building Code would normally require this treatment for safety. If unfinished wood components are used to construct the deck or balcony, the wood must be stained, painted, or sealed. Concrete and paver patios that are built flush at grade and may be built up to the side or rear property line but shall be built to ensure that drainage is directed to a public way (toward the street or alley) so that the drainage does not adversely affect a neighboring property. In no instance shall such structures cover more than $\frac{2}{3}$ of the rear yard. ~~If unfinished wood components are used to construct the patio, deck, or balcony, the wood must be stained, painted, or sealed.~~
2. Patios. ~~Uncovered concrete and paver patios that are built flush at grade level may be built up to the side or rear property line but shall be built to ensure that drainage is directed to a public way (toward the street or alley) so that the drainage does not adversely affect a neighboring property. In no instance shall a patio cover more than $\frac{2}{3}$ of the rear yard. Uncovered concrete and paver patios that are built flush at grade may also encroach up to six (6) feet into any required or actual front yard.~~
- ~~3.~~ Chimneys. Chimneys may encroach two feet into a required front, side, or rear setback, provided that front and rear setbacks of not less than 22 feet and a side setback of not less than ~~five~~ three feet shall be maintained.

- ~~43.~~ *Awnings.* Awnings may encroach three feet into a required front, side or rear setback, provided that front and rear setbacks of not less than 22 feet and a side setback of not less than five feet shall be maintained. An awning may encroach up to six feet into a required front or rear setback and up to five feet into a required side setback when placed over steps, stoops or an exterior landing, provided that the encroachment shall not exceed eight feet in width along the wall plane and that front and rear setbacks of not less than 20 feet and a side setback of not less than five feet shall be maintained.
- ~~54.~~ *Clothes lines.* Clothes lines and laundry drying equipment are not permitted within the front yard and shall be located only in side and rear yards. In instances where the side or rear yard abuts a public street, the required setback shall be no less than the required setback for a principal building in that zoning district.
- ~~65.~~ *Arbors and trellises.* ~~Arbors, and trellises, or other growing support structures that do not exceed 20 square feet in area may encroach into a required or actual front, side or rear yard. Such encroachments shall not exceed 9 feet in height. Both the sides and the roof must be at least fifty (50) percent open, or, if latticework is used, shall be less than sixty (60) percent opaque. Such structures shall not be constructed out of a razor wire, chain link, chicken wire, railroad ties, utility poles, plywood, or other similar materials. Detached arbors and trellises larger than what is described above and pergolas must comply with the setback and height requirements for a detached accessory building. no larger than nine feet in height, six feet in width and three feet in depth may encroach ten feet into a required front setback, five feet into a required side setback, and 20 feet into a required rear setback, provided that a front setback of not less than 15 feet, a side setback of not less than five feet and a rear setback of not less than ten feet shall be maintained. Arbors larger than prescribed above and pergolas (which are typically larger structures than arbors) shall be required to comply with the applicable setbacks for the zoning district. A setback of not less than 15 feet shall be maintained from any public street. If unfinished wood components are used to construct the porch, the wood must be stained, painted, or sealed.~~
- ~~7-6.~~ *Permanently installed outdoor fireplaces and barbeques.* Permanently installed outdoor fireplaces and barbeques are not permitted within the front yard and shall be located only in side and rear yards. Such features shall not encroach into the required side setbacks and may encroach up to ten feet into the required rear setback provided that a rear setback of not less than 15 feet shall be maintained. In instances where the side or rear yard abuts a public street, a setback of not less than the required front setback shall be maintained.
- ~~87.~~ *Basketball backboards.* Basketball backboards, rims, and support structures may encroach 20 feet into required front and rear setbacks and four feet into a required side setback in the front yard, provided that front, rear, and side setbacks of not less than five feet shall be maintained. Such features may encroach on public easements of record with the written approval of the city.

98. Other recreation equipment. Other permanent recreational equipment and play apparatus over four feet in height are not permitted within the front yard. Such features are permitted in side and rear yards provided that the side and rear setbacks of not less than five feet shall be maintained, including those instances where the side or rear yard abuts a public street. Such features may encroach on public easements of record with the written approval of the city.

109. *Air conditioning equipment.* Air conditioning equipment may encroach up to five feet into a required or actual side or rear yard provided that it does not cross the property line. Air conditioning equipment may encroach five feet into any required front yard, provided that a front setbacks of not less than 15 feet ~~and side setbacks of not less than five feet shall be is~~ maintained. Air conditioning equipment encroaching into a front setback shall be screened by landscaping, a fence, or a wall. ~~Air conditioning equipment encroaching into a front setback shall be screened by landscaping, a fence or a wall.~~

1140. *Bay and bow windows.* Bay and bow windows may encroach up to two feet into any required or actual front, side and rear yard setback, provided that front or rear a setback of at least 3 feet, and a side setback of a least 5 feet shall be maintained. ~~that front and rear setbacks of not less than 20 feet and a side setback of not less than five feet shall be maintained.~~

1244. *Entry vestibules.* Entry vestibules, enclosed areas that have walls, doors, windows, or screens, and are less than eight feet in width may encroach six feet into any required front and rear setback, provided that front and rear setbacks of not less than 20 feet shall be maintained. Permitted encroachments under this section shall be of high quality durable materials that are consistent with the front of the principal structure and that are consistent with the zoning regulations for the district. Roofing on these encroachments shall be asphalt shingle or standing seam metal roofing, corrugated metal or plastic are not permitted. The base of the entry vestibule, defined as the area from the floor of the entry vestibule down to grade, shall not be open; the base shall be either a masonry perimeter foundation (note: Frost footings will be required for a building permit), or be screened by a solid fascia consistent with the front of the principal structure or lattice with openings no larger than two inches by two inches and painted to be consistent with the front of the principal structure.

1342. *Porticos.* Porticos, which are small covered porches that do not have walls, doors, windows or screens, may encroach six feet into any required front setback, provided the portico is less than eight feet in width and a front setback of ten feet is maintained. No encroachment shall be allowed into a required side or rear setback. Permitted encroachments under this section shall be of high quality durable materials that are consistent with the front of the principal structure and that are consistent with the zoning regulations for the district. Roofing on these encroachments shall be asphalt shingle or standing seam metal roofing, corrugated metal or plastic are not permitted. A railing and spindles must be used around the portico. The base of the portico, defined as the area from the floor of the portico down to grade, shall not be open; the base shall be either a masonry perimeter foundation (note: frost footings will be required for a building permit), or be screened by a solid fascia consistent

with the front of the principal structure or lattice with openings no larger than two inches by two inches and painted to be consistent with the front of the principal structure. If unfinished wood components are used to construct the portico, the wood must be stained, painted, or sealed.

1413. *Covered but open porches.* Covered but open porches without walls, doors, windows or screens may encroach eight feet into any required front setback, provided that a front setback of not less than ten feet is maintained. No encroachment shall be allowed into a required side or rear setback. Permitted encroachments under this section shall be of high quality durable materials that are consistent with the front of the principal structure and that are consistent with the zoning regulations for the district. Roofing on these encroachments shall be asphalt shingle or standing seam metal roofing; corrugated metal or plastic are not permitted. A railing and spindles must be used around the covered but open porch. The base of the covered porch, defined as the area from the floor of the porch down to grade, shall not be open; the base shall be either a masonry perimeter foundation (note: frost footings will be required for a building permit), or be screened by a solid fascia consistent with the front of the principal structure or lattice with openings no larger than two inches by two inches and painted to be consistent with the front of the principal structure. If unfinished wood components are used to construct the porch, the wood must be stained, painted, or sealed.

1514. *Driveways.* A driveway may be allowed to encroach into the required two-foot setback from an adjacent property that is zoned or used for residential purposes if either of the following requirements is met:

- i. The driveway or a portion of the driveway is a shared driveway governed by an easement agreement between the two adjacent properties. The easement document must be provided to the City at the time of driveway permit application.
- ii. The driveway is accessory to a single-family dwelling, two-family dwelling, or three-family dwelling and the driveway is built to ensure that drainage is directed to a public way (toward the street or alley) so that the drainage does not adversely affect a neighboring property.

SECTION 3. AMENDMENT. South St. Paul City Code Section 118-208 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:

(b) *Number.*

(1) All residential zoning districts: Up to ~~two~~ three (3) detached accessory structures are allowed as follows:

a. One detached garage ~~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 unless an interim use permit has been obtained in accordance with the standards contained in [section 118-249](#), home occupations. If there is an attached garage, a detached garage may only be allowed by conditional use permit.

b. One detached ~~shed or other accessory storage building detached accessory building or structure intended for storage (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.

c. One additional detached accessory building such as a greenhouse or a gazebo, which cannot be used as a garage or for storage.

(c) *Location.*

(1) All zoning districts:

a. All accessory buildings must be located on the same lot as the principal building.

b.a. No accessory building shall be located nearer to the front lot line than the principal building on that lot.

c.b. The required setbacks shall apply to all types of corner lots and accessory buildings shall adhere to any front or side setbacks as may be applicable to any principal building on such lots from both streets.

d.e. The minimum distance between the principal building and a detached accessory building shall be determined by the Minnesota State Building Code.

e.d. No detached accessory building shall be placed within ten feet of any dwelling unit on an adjacent lot.

f.e. No accessory buildings shall be located within utility and drainage easements. It is the owner's responsibility to verify the location of the property lines.

(e) *Maximum size.*

(1) Single- and two-family residential dwellings in any zoning districts:

a. Detached garages or any accessory structure intended to or capable of storing vehicles:

- i. The maximum size for a garage shall be 1,000 square feet.
- b. All other detached accessory buildings:
 - i. Structures larger than 200 square feet shall require a conditional use permit.
- c. The maximum allowable size for all detached accessory buildings combined (garages and other accessory buildings) is 1,200 square feet.

(f) *Construction and finish.*

(1) All zoning districts:

- a. All accessory buildings shall require a surfaced floor, except greenhouses.
- b. Accessory buildings shall be anchored to a concrete slab, or otherwise securely fastened to the ground by other methods approved by the building inspection department.
- c. Exterior materials and finish must match or complement the exterior finish of the principal structure in material, color and texture. Exterior surfaces of all accessory buildings shall be maintained in new or like new condition, free from cracked and peeling paint, rusting and deteriorating materials.

(2) All residential zoning districts:

- a. If constructed of metal, the accessory structure shall have prefinished enamel siding and roof.
- b. No galvanized siding or roofing shall be used.
- c. Galvanized steel-covered pole buildings are prohibited.
- d. Wood frame accessory buildings or structures shall conform to the Minnesota State Building Code and shall have one of the following types of siding: Masonite, stucco, brick, stone, shakes, redwood, exterior plywood panel, hardboard, decorative steel, decorative aluminum, vinyl, hardie-board, decorative fiberglass and/or rough-cut exterior siding, and the roofing material shall consist of asphalt shingles, standing-seam metal roofing, or when the pitch of the roof is less than 5/12, decorative rolled roofing will be permitted. In addition to the listed materials, a detached accessory building shall be permitted to match the existing siding and roofing materials of the principal structure.

(3) All other districts:

- a. In business, mixed use, and industrial districts, all accessory structures, screen walls, and exposed areas of retaining walls shall be of a similar type, quality, and appearance as the principal structure.

(g) Approvals.

(1) ~~No person, firm or corporation shall construct, erect or replace an accessory structure without obtaining the required permit. Except for in single and two family dwellings, no accessory building shall be constructed, erected or installed without approval of final site plans and building plans by the city.~~

(2) No accessory building occupying an area greater than 200 square feet shall be constructed erected or installed without a building permit issued by the city. No accessory building occupying an area of 200 square feet or less shall be constructed without a permit from the zoning administrator.

(3) No accessory building or use shall be constructed or developed on a lot prior to construction of the principal building.

(4) Two-story accessory buildings are not permitted.

(5) No accessory building or structure shall be used for living purposes as a dwelling unit.

(h) Other structures.

(1) Freestanding tents and canopies for the purpose of housing motor or recreational vehicles or storage are prohibited, except for municipal purposes in an industrial district.

(2) Fish houses shall be stored as regulated herein by the exterior storage regulations in section 118-240.

SECTION 4. AMENDMENT. South St. Paul City Code Section 118-121 is hereby amended as follows:

Section 118-121. R-1, single-family district.

(a) Permitted Uses

(1) Accessory uses.

- a. Garages used as an accessory to the dwelling and located upon the same ~~parcel lot or an adjacent lot under single ownership~~, intended or capable of providing for the storage of motor vehicles, as regulated herein by the performance standards section 118-208. No business, occupation, or service may be conducted in any garage unless

an interim use permit has been obtained in accordance with the standards contained in section 118-249.

- b. One accessory storage building or structure, in addition to the garage, the use of which is incidental to and located on the same parcel lot as the dwelling, as regulated herein by the performance standards section 118-208.
- c. One accessory building that cannot be used as a storage building, such as a greenhouse or gazebo, as regulated herein by the performance standards section 118-208.
- de. Swimming pools and tennis courts, as regulated herein by the performance standards section.
- ed. Keeping of domestic pets.
- fe. Fences, signs, and recreation equipment, as regulated herein.
- gf. Home occupations and home offices, subject to the standards contained in section 118-249 of this Code.
- hg. A PWS antenna located entirely inside a building or structure.
- ih. Keeping of chickens as per the backyard chicken regulations found in section 15-9.
- ji. Group family day care located in a single-family dwelling or duplex serving no more than 14 children.

(d) Lot Requirements. Within the R-1 district, the following requirements shall apply:

- (5) *Side yard.* There shall be a side yard of not less than five feet along each side of each building located on an interior lot having a frontage of 60 feet or less; such side yard on a lot having a frontage of more than 60 feet shall be not less than nine feet; provided, however, that the side of the house which includes an attached garage with having no basement below it may have a side yard of not less than five feet. ~~If located in the front two-thirds of the lot, and no less than three feet if located entirely within the rear one-third of the lot.~~ There shall be a side yard of not less than nine feet on the street side of any structure constructed on a corner lot. No attached garage building shall be placed within ten feet of any dwelling unit on an adjacent lot. When an alley runs parallel to a side property line, a garage with an entrance facing said alley must be set back at least eight feet from the alley right-of-way line.
- (6) *Rear yard.* Each lot shall have a rear yard of not less than 25 feet in depth, ~~except that a garage may be constructed within the 25-foot rear yard. A garage shall have a setback from the rear property line of not less than three feet unless the entrance faces an alley. If the garage entrance faces an alley, then the garage shall be set back no less than eight feet from the alley right-of-way line.~~

SECTION 5. AMENDMENT. South St. Paul City Code Section 118-65 is hereby amended as follows:

Sec. 118-65.- Nonconforming building or structure

(A) Nonconformities. Except as provided in this subsection, a ~~A~~ nonconforming building or structure shall not be added to, enlarged, or expanded in any manner unless such additions and enlargements are made to conform with all the requirements of the zoning district in which such building or structure is located.

- a. Additions to an existing single-family, two-family, or three-family dwelling with a nonconforming side lot line or rear lot line setback. An addition onto a single-family, two-family, or three-family dwelling with a side or rear property line setback nonconformity may be built with the same nonconforming setback without a variance provided:
 - i. The addition does not encroach further into the required setback than the existing structure and at least a three-foot setback from the property line is maintained.
 - ii. The addition's footprint must not exceed 50% of the footprint of the principal structure in order to be approved administratively. An addition with a footprint that exceeds 50% of the footprint of the principal structure may be approved by conditional use permit.
 - iii. The addition meets all other applicable City Code requirements.

SECTION 6. 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:

This ordinance updates the setback standards for certain permitted encroachments, amends the number of allowable accessory buildings for residential properties, and creates language to allow small additions onto single, two-, or three-family residential properties with a side or rear yard setback nonconformity.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon publication.

Approved: February 5, 2024

Published: February 7, 2024

Deanna Werner, City Clerk



CITY COUNCIL MEETING

DATE: February 5, 2024

DEPARTMENT: Legal

PREPARED BY: Amanda Johnson, City Attorney

ADMINISTRATOR: RG

10-E

AGENDA ITEM: Request to Raze and Remove a Hazardous Structure at 1221 9th Avenue South pursuant to Minnesota Statutes, Chapter 463.

BACKGROUND.

City Staff is requesting that the Council initiate an action for removing the remaining portions of the hazardous single-family residential structure and garage at 1221 9th Avenue South (“Property”). The Property is currently owned by Ester M. Richards. On November 30, 2023, the South Metro Fire Department received multiple reports of a single-family residential structure and attached garage on fire as a result of an explosion on the Property. As the South Metro Fire Department arrived at the Property, they discovered that the entire single-family residential structure and attached garage were engulfed in flames. The fire caused the collapse of all the walls around the main living quarters of the residential structure, causing the roof to fall into the basement foundation, and burned the attached garage’s interior, leading to a near total collapse of the garage structure, with only a small portion of the garage’s walls remaining intact, but significantly damaged.

On January 24, 2024, South Metro Fire Department Assistant Chief Terry Johnson determined that due to the extensive structural damage to the remaining structures on the Property, the remaining portions of the single-family and garage structures are hazardous and pose a life safety hazard to the neighboring properties. Therefore, in order to correct the hazardous conditions that currently exist on the Property, City Staff is recommending the City Council issue an Order requiring the removal of the remaining portions of the hazardous single-family residential structure and garage from the Property.

HAZARDOUS BUILDING ACTION UNDER MINNESOTA STATUTE, CHAPTER 463.

The City has statutory authority to require a property owner to demolish, raze, and/or remove a hazardous building under Minnesota Statutes, Chapter 463. The process to pursue an action against a hazardous structure is articulated in Minnesota Statute § 463.15 through § 463.251. The process is as follows:

- 1. Official Report.** City Staff prepares a report on the status of the structure to present to the City Council, articulating the facts that make the structure or property hazardous. The statute defines “hazardous building or hazardous property” as “any building or property, which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition or abandonment, constitutes a fire hazard or a hazard to public safety or health.” (Minn. Stat. § 463.15, subd. 3) The report includes pictures to support the conclusion.
- 2. City Council’s Resolution and Order.** Based on the Official Report, the City Council then issues a Resolution and Order (“Order”) requiring the owner to repair or remove the hazardous condition(s) or demolish, raze and/or remove the structure. The Order must also provide a reasonable time for the Owner to do so.

3. **Service of the Order.** Once approved by the Council, the Order is served on the owner, any tenants, and all lienholders in the same manner as a civil court action. Within twenty (20) days, the owner or a lienholder can serve an Answer specifying any facts in dispute.
4. **Default Judgment.** If no Answer is served and the owner does not comply with the timeframe in the Order, then the City files the Order with the Court and asks the Court to enforce the Order as a default judgment. The Court would hear the presentation of evidence and affirm or modify the Order and enter a judgment.
5. **Enforcement of Judgment.** If a judgment is not complied with in the time prescribed in the Judge's Order, the City may perform the work and assess the costs against the property as a special assessment following the procedures in Minnesota Statutes, Chapter 429.
6. **Contested Cases.** If an Answer is served, then the action must follow the Rules of Civil Procedure, which involves discovery, trial, and a judgment. If the City's Order is upheld following a trial, the Court would enter a judgment and set a time after which the structure must be demolished or repaired, or the hazardous condition removed or corrected.

A Resolution and Order has been attached which contains the South Metro Fire Department's recommendation and photographs, as well as other supporting documentation.

ACTION REQUESTED

Consider the evidence presented and adopt the Resolution 2024-22 and Order to Raze and Remove the Hazardous Structures at 1221 9th Avenue South in South St. Paul.

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

RESOLUTION NO. 2024-22

**RESOLUTION AND ORDER TO RAZE AND REMOVE THE HAZARDOUS
STRUCTURES LOCATED AT 1221 9TH AVENUE SOUTH, SOUTH ST. PAUL,
MINNESOTA**

WHEREAS, the following Findings of Fact support the Order to Raze and Remove the hazardous structures located at 1221 9th Avenue South, South St. Paul, Minnesota:

1. The Property located at 1221 9th Avenue South, South St. Paul, Dakota County, Minnesota, is legally described as:

Lot 25 and the South ½ of Lot 26, Block 5, Hauses Addition to South St. Paul, Dakota County, Minnesota.

(“Property”)

2. The Property is owned by Ester M. Richards (“Owner”) as conveyed by Warranty Deed on July 10, 2018 (See Warranty Deed at **Exhibit A**).
3. On or about November 30, 2023, the South Metro Fire Department (“Fire Department”) received multiple reports of a residential structure on fire as a result of an explosion on the Property. When the Fire Department arrived at the Property, the entire single-family residential structure and attached garage were on fire. As the Fire Department engaged in fire suppression activities, they discovered the following:
 - a. The area within the single-family residential structure’s foundation, located behind the attached garage, was fully engulfed in flames reaching approximately fifty (50) feet in height.
 - b. The walls around the main living quarters of the single-family residential structure would eventually collapse on all sides and would be completely destroyed as a result of heavy fire damage, which would lead to the residential structure’s roof falling into the basement foundation.
 - c. The interior of the garage was fully engulfed in flames that would eventually breach the top of the closed garage door, leading to the complete destruction of the garage door and roof, and the near total destruction of the garage’s remaining structural walls.

(See South Metro Fire Department Report dated November 30, 2023, at **Exhibit B**).

4. As a result of the November 30, 2023, explosion and fire at the Property, the single-family residential structure and garage were almost entirely destroyed, with only a small portion of the garage's structural walls remaining intact, but significantly damaged by the fire (See Photographs of the Property dated January 12, 2024, at **Exhibits C, D, E & F**).
5. On January 24, 2024, South Metro Fire Department Assistant Fire Chief Terry Johnson determined that due to the extensive structural fire that occurred at the Property on November 30, 2023, the remaining portions of the single-family residential structure and attached garage are hazardous structures and pose a life safety hazard to the neighboring properties due to the significant damage to the remaining structures. Accordingly, the remaining portions of the single-family residential structure and garage will need to be demolished and any remaining debris removed from the Property in a timely manner (See South Metro Fire Department Assistant Fire Chief Terry Johnson's Hazardous Building Determination regarding the Property dated January 24, 2024, at **Exhibit G**).

WHEREAS, on February 5, 2024, at the regular meeting of the South St. Paul City Council, the City Council held a public hearing on this matter and considered the evidence presented.

NOW, THEREFORE, BE IT RESOLVED that based on the hearing and the information and evidence presented, the South St. Paul City Council adopts the aforementioned Findings of Fact and finds that due to the significant damage and deterioration of the remaining portion of the single-family residential structure and garage as a result of an explosion and fire at the Property, they create a hazardous condition that constitutes a hazard to the public safety, health and welfare, as defined in Minnesota Statutes, Chapter 463, and therefore, the remaining portions of the single-family residential structure and garage must be razed and removed.

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

1. Ester M. Richards, Owner of the Property at 1221 9th Avenue South, South St. Paul, Minnesota, must raze and remove the remaining portions of the single-family residential structure and garage, as well as any remaining debris, returning the Property to a safe condition by **March 6, 2024**.
2. Unless corrective action is taken or an Answer is filed within twenty (20) days of service, as provided in Minnesota Statutes, Section 463.18, a motion for summary enforcement of this Order will be made to the District Court of Dakota County. If there is no compliance, the City will be authorized to enter the Property and immediately raze and remove the remaining single-family residential structure and attached garage located on the Property. All costs associated with this action and of razing and removing the single-family residential structure and attached garage may be a lien against the real estate, which may be levied and collected as a special assessment, as provided by Minnesota Statutes, Chapter 463.

Adopted by the City Council of South St. Paul, Minnesota this 5th day of February 2024.

James Francis, Mayor

ATTEST:

Deanna Werner, City Clerk