

City of South St. Paul

CITY COUNCIL

COUNCIL CHAMBERS

125 3RD AVE NORTH

SOUTH ST. PAUL, MN 55075

Tuesday, September 3, 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:

A. Presentation: Neighbors, Inc

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 August 15, 2024 and August 19, 2024

B. Accounts Payable

C. Business Licenses

D. Approve Agreement between Special District #6 and the City of South St. Paul for School Resource Officers

E. Approve Resolution to Conduct Off-Site Gambling – SSP Lions

F. Approve Right of First Refusal for 1831 Lysdale Lane at the Fleming Field Airport

G. Award Hazardous Materials Survey and Testing for Library Adaptive Reuse Study to Braun Intertec

9. PUBLIC HEARINGS:

A. Public Hearing - On Sale Intoxicating/Sunday Liquor License requested by TL Networks, LLC DBA: Casa Luna Hall located at 111 Concord Exchange St S, South St. Paul, MN

10. GENERAL BUSINESS:

A. 1st Reading – Domestic Partnership Registration

11. MAYOR AND COUNCIL COMMUNICATIONS:

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF AUGUST 15, 2024**

8-A

1. Mayor Jimmy Francis called the special meeting of the City Council to order at 5:00 PM on August 15, 2024.

2. **ROLL CALL:**

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

Absent: Council Members Kaliszewski, Seaberg

Staff Present: City Administrator, Ryan Garcia
City Clerk, Deanna Werner

3. **Agenda**

Moved by: Thompson/Bakken
Moved: To approve the agenda.
Vote: 5 ayes / 0 nays, motion carried

4. **General Business**

A. Canvass of the August 13, 2024, Primary Election Results
Moved by: Bakken/Hansen
Moved: Approval of Resolution 2024-099, canvassing the votes cast at the August 13, 2024, Primary Election of the City of South St. Paul.
Vote: 5 ayes / 0 nays, motion carried

5. **Adjournment**

Moved by: Podgorski/Thompson
Moved: Adjourn the meeting.
Vote: 5 ayes / 0 nays, motion carried

The meeting was adjourned at 5:06 PM.

Approved: September 3, 2024

City Clerk

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF AUGUST 19, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on August 19, 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, Amanda Johnson
City Clerk, Deanna Werner
City Planner, Michael Healy

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:
 - A. Introduction – Police K9 “Doug”
 - B. Swearing In – Officer Mohamed Yussuf
 - C. Swearing In – Officer Rodney Hillskotter
 - D. Presentation – Lois Glewwe Suffrage Memorial

6. Citizen Comments: Jeffrey Schmidt
Tyler Fehrman
Jason Teiken

7. **Agenda**
Moved by: Seaberg/Thompson
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 August 5th, 2024
 - B. Accounts Payable
 - C. Business Licenses
 - D. Approve Conditional Offer of Employment for General Facility Maintenance
 - E. Professional Services Agreement – Prosecution Services
 - F. Approve Transfer of 2023 General Fund Unassigned Fund Balance to the Capital Programs Fund
 - G. Acceptance of Gift Donations
 - H. Approve Draft Encroachment Agreement for 1631 Concord Street North

- I. Approve Grant Agreement Between MNDOT and the City of South St. Paul for the Airport Beacon Replacement Project at Fleming Field
- J. Approve Grant Agreement Between the FAA and the City of South St. Paul for the Airport Beacon Replacement Project at Fleming Field

Moved by: Kaliszewski/Hansen

Vote: 7 ayes / 0 nays, motion carried

9. Public Hearings:

- A. Call for Public Hearing – On Sale Intoxicating Liquor/Sunday Liquor at TL Networks, LLC, DBA: Casa Luna Hall located at 111 Concord Exchange St S, South St. Paul
Council called for Public Hearing to be held on Tuesday, September 3, 2024, to consider the license.

10. General Business:

- A. Approve Conditional Use Permit for On-Sale Liquor at 111 Concord Exchange South
Moved by: Bakken/Thompson
Moved: Approval of Resolution 2024-103, Conditional Use Permit for liquor at the property located at 111 Concord Exchange South.
Vote: 7 ayes / 0 nays, motion carried

11. Council Communication

12. Closed Meeting

Moved by: Seaberg/Podgorski

Moved: Closed session pursuant to Minnesota Statutes § 13D.05, Subd. 3(b) for a confidential attorney-client discussion regarding active litigation in the matter Sanimax USA, LLC v. City of South St. Paul

Vote: 7 ayes / 0 nays, motion carried

13. Reopen Meeting

Moved by: Seaberg/Kaliszewski

Moved: Reopen meeting

Vote: 7 ayes / 0 nays, motion carried

14. Adjournment

Moved by: Kaliszewski/Seaberg

Moved: Adjourn the meeting.

Vote: 7 ayes / 0 nays, motion carried

The meeting was adjourned at 9:14 PM.

Approved: September 3, 2024

City Clerk



City Council Agenda
Date: September 3, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-106 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. 2024-106

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:

151454-151604	\$ 2,926,976.68
2024239-2024259	650,730.52
801083-801086	<u>32,661.99</u>
Total	\$ 3,610,369.19

Adopted this 3rd day of September, 2024.

Deanna Werner, City Clerk

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
151454	8/19/2024		7581 HARTFORD, THE							
		2,255.55	LTD JULY 2024		115812	110682895681	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		21.06-	RETRO ADJ -JUN24		115812	110682895681	10101.2177		LONG-TERM DISABILITY	GENERAL FUND
		1,374.95	LIFE - BASIC & VOLUNTARY		115812	110682895681	10101.2178		LIFE INSURANCE	GENERAL FUND
		57.80	RETRO ADJ -JUN24		115812	110682895681	10101.2178		LIFE INSURANCE	GENERAL FUND
		525.40-	PRIOR PYMT-INCORRECT CREDIT		115812	110682895681	10101.2178		LIFE INSURANCE	GENERAL FUND
		75.81	CRITICAL ILLNESS		115812	110682895681	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		50.18-	RETRO ADJ -JUN24		115812	110682895681	10101.2183		HARTFORD CRITICAL ILLNESS	GENERAL FUND
		249.76	ACCIDENT COVERAGE		115812	110682895681	10101.2184		HARTFORD ACCIDENT POLICY	GENERAL FUND
		1,132.00	SHORT TERM DISABILITY		115812	110682895681	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		42.67-	RETRO ADJ -JUN24		115812	110682895681	10101.2185		SHORT TERM DISABILITY	GENERAL FUND
		<u>4,506.56</u>								
151455	8/23/2024		2008 NCPERS GROUP LIFE INS.							
		16.00			115968	0820241542427	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		<u>16.00</u>								
151456	8/26/2024		1007 4 CONTROL, INC.							
		2,139.42	HERBICIDE-MEDIANS/RAILS		115813	9311	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		2,727.37	HERBICIDE-FLOOD WALL		115813	9311	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>4,866.79</u>								
151457	8/26/2024		13416 4FRONT ENERGY SOLUTIONS							
		40.00	RFD ELEC-1621 DEERWOOD		115816	SS043558/SS0435 57	10420.4266		ELECTRICAL	CODE ENFORCEMENT
		25.00	RFD MECH-1621 DEERWOOD		115816	SS043558/SS0435 57	10420.4261		AIR CONDITIONING	CODE ENFORCEMENT
		30.00	REFD MECH-1621 DEERWOOD		115816	SS043558/SS0435 57	10420.4267		GAS AND WATER HEATING	CODE ENFORCEMENT
		2.00	STATE SURCHARGE		115816	SS043558/SS0435 57	10101.2083		SURCHARGES	GENERAL FUND
		10.00-	ADMIN SVC FEE		115816	SS043558/SS0435 57	10420.4493		OTHER CHARGE FOR SERVICE - COM	CODE ENFORCEMENT
		<u>87.00</u>								
151458	8/26/2024		9253 ADVANCED ENG & ENVIRO SERVICES, LLC							
		455.00	PFAS SETTLE SUPP 6/29-8/2/24		115814	96698	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>455.00</u>								
151459	8/26/2024		1018 ADVANCED GRAPHIX, INC.							
		254.50	DECALS		115822	214798	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
151459	8/26/2024		1018 ADVANCED GRAPHIX, INC.						Continued...	
		114.00	TRUCK DECALS		115823	214424	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>368.50</u>								
151460	8/26/2024		13132 ALL STYLE GARAGE DOORS, INC.							
		1,343.00	SPRING RPL ZAM 1 OUTR DOOR		115971	863583	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		<u>1,343.00</u>								
151461	8/26/2024		1055 AQUA LOGIC INC							
		6,308.74	POOL HEATER		115825	3696	10527.6220		REPAIR & MAINTENANCE SUPPLIES	SPLASH POOL
		<u>6,308.74</u>								
151462	8/26/2024		9021 ATLAS STAFFING, INC.							
		772.80	NM TEMP MOUA 8/9/24		115826	1307157	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		772.80	JC TEMP MOUA 8/9/24		115826	1307157	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>1,545.60</u>								
151463	8/26/2024		14610 ATWOOD, PAMELA							
		750.21	NM #106 MOVEOUT REFUND		115815	06142024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		<u>750.21</u>								
151464	8/26/2024		5978 BAUER SERVICES							
		3,310.00	STORM WATER MAINTENANCE		115827	08092024-6162	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		1,000.00	DISPOSAL MATERIAL TO 316		115828	0809024-6157	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,000.00	DISPOSAL MATERIAL TO 316		115828	0809024-6157	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,000.00	DISPOSAL MATERIAL TO 316		115828	0809024-6157	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		1,000.00	DISPOSAL MATERIAL TO 316		115828	0809024-6157	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		<u>7,310.00</u>								
151465	8/26/2024		6676 BDS LAUNDRY MANAGEMENT CO							
		751.70	NM LAUNDRY RENTAL JUL24		115829	LMV431079	50677.6381		OTHER RENTALS	NAN MCKAY APT BLDG
		983.00	JC LAUNDRY RENTAL JUL24		115972	LMV431074	50678.6381		OTHER RENTALS	JOHN CARROLL APT BLDG
		<u>1,734.70</u>								
151466	8/26/2024		14611 BLUE PEARL VETERINARY-ARDEN HILLS							
		220.00	RILEY VET EXAM		115830	443958	20212.6302	227589	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		413.16	RILEY VET TESTS & MEDS		115831	444494	20212.6302	227589	PROFESSIONAL SERVICES	GRANTS/DONATIONS POLICE
		<u>633.16</u>								
151467	8/26/2024		1123 BOND TRUST SERVICES CORP							
		475.00	2017A PAYING AGENT FEE		115832	90045	30322.6620		FISCAL AGENTS FEES	2017A TAXABLE GO AIRPORT

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151475	8/26/2024		1247 DAKOTA COUNTY FINANCIAL SERVICES						Continued...	
		1,679.76	JULY 2024 SUSCRIBER FEE		115846	5502349	10210.6371		REPAIRS & MAINT CONTRACTUAL	POLICE PROTECTION
		<u>1,679.76</u>								
151476	8/26/2024		1265 DANNER INC.							
		438,677.24	CONCORD EX CORRIDOR IMPR		115847	PMT 4	40440.6530	202401	IMPR OTHER THAN BUILDING	2024 LOCAL IMPROVEMENTS
		<u>438,677.24</u>								
151477	8/26/2024		6407 DARTS							
		2,250.00	DARTS TRANSPORT JUL24		115848	10636-171	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		989.00	DARTS MOVE/CLEAN		115849	10310-397	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		6,625.00	SVC COORDINATOR JUL24		115850	10515-105	50677.6302		PROFESSIONAL SERVICES	NAN MCKAY APT BLDG
		6,625.00	SVC COORDINATOR JUL24		115850	10515-105	50678.6302		PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>16,489.00</u>								
151478	8/26/2024		1303 DOODY CLEANING SERVICES							
		462.50	JULY 2024 CLEANING		115851	858	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>462.50</u>								
151479	8/26/2024		10567 EDWARDS PLUMBING INC.							
		250.00	SVC VALVE @ HARMON PARK		115852	08142024	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>250.00</u>								
151480	8/26/2024		1341 EHLERS & ASSOCIATES, INC							
		5,000.00	ARBITRAGE 2014B		115853	98763	30320.6620		FISCAL AGENTS FEES	2014B GO PARK BONDS
		662.50	ARBITRAGE 2014A		115854	98762	50605.6620		FISCAL AGENTS FEES	WATER UTILITY
		587.50	ARBITRAGE 2014A		115854	98762	50610.6620		FISCAL AGENTS FEES	STORM WATER UTILITY
		<u>6,250.00</u>								
151481	8/26/2024		14488 ESA MANAGEMENT L.L.C.							
		7,673.46	PLUMB PRJ RELOCATE		115855	1554927229	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		6,916.06	PLUMB PRJ RELOCATE		115856	1554927230	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		484.40	PLUMB PRJ RELOCATE		115857	1554927231	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>15,073.92</u>								
151482	8/26/2024		4725 FIRST SUPPLY LLC - TWIN CITIES							
		94.13	TOILET PARTS-RPR		115927	3630875-00	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		<u>94.13</u>								
151483	8/26/2024		5592 FRATTALONE'S DAWNWAY LLLP							
		18.00	CONCRETEP DEBRIS		115928	2407103	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS

CITY OF SOUTH ST PAUL
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151492	8/26/2024		14612 IMPERIALDADE						Continued...	
		246.12	SCRUBBER CLNR PUCKS		115867	4265972	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		<u>246.12</u>								
151493	8/26/2024		1667 INVER GROVE FORD							
		27.63	BOLTS #306		115868	5346994	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		513.73	FRONT SUS/ARM/ASY #306		115869	5347008	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		14.68	BOLTS/HEXNUTS #306		115870	5346997	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>556.04</u>								
151494	8/26/2024		13634 JENKINS, BRANNICK							
		292.11	BOOT ALLOWANCE		115871	07/10/24	10330.6245		CLOTHING ALLOWANCE	BUILDINGS
		<u>292.11</u>								
151495	8/26/2024		13836 JFM HANGAR CARE LLC							
		411.66	HANGAR #5 DOOR LEAK RPR		115872	6/29/24	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>411.66</u>								
151496	8/26/2024		6281 LIGHTNING DISPOSAL, INC.							
		772.41	TRASH SVC-PUBLIC WORKS		115873	0000651275	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		<u>772.41</u>								
151497	8/26/2024		4092 MAGNA-MATIC CORPORATION							
		63.29	TIMING BELTS		115875	82657	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>63.29</u>								
151498	8/26/2024		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		115945	INV315	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		115946	INV316	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		<u>608.00</u>								
151499	8/26/2024		13985 MARTIN MARIETTA MATERIALS							
		392.18	ASPHALT FOR SEWER RPR		115876	43186947	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		9,988.00	ASPHALT FOR ST PAVING		115877	43272679	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>10,380.18</u>								
151500	8/26/2024		14121 MBPTA							
		100.00	MBPTA 2024 MEMBERSHIP		115841	8/13/24	10410.6471		DUES & SUBSCRIPTIONS	DEVELOPMENT SERVICES
		<u>100.00</u>								
151501	8/26/2024		13330 MEDICA							

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
151507	8/26/2024		14383 NFI, INC.						Continued...	
		6.76	COUPLE INSERT		115818	550470/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		4.99	TERM RING		115819	550490/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		58.95	WASP KILL/PATCH SEAL SPRAY		115820	550453/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		35.98	PATCH SEAL SPRAY		115821	550450/D	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>106.68</u>								
151508	8/26/2024		9671 NIEBUR TRACTOR & EQUIPMENT, INC							
		288.69	DRIVELINE #LP1		115886	01-200102	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>288.69</u>								
151509	8/26/2024		5682 NITTI SANITATION							
		263.97	TRASH SVC - CITY HALL		115887	640359	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		150.00	TRASH SVC-PUBLIC WORKS		115888	638881	10320.6379		CONT SERV/REFUSE & SANITATION	PUBLIC WORKS
		36.84	TRASH SVC-LIBRARY		115889	640360	10330.6379		CONT SERV/REFUSE & SANITATION	BUILDINGS
		87.04	TRASH SVC-AIRPORT		115890	640361	20245.6379		CONT SERV/REFUSE & SANITATION	AIRPORT
		232.33	TRASH SVC-KAPOSIA PARK		115891	640362	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-LORRAINE PARK		115892	640363	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-NORTHVIEW POOL		115893	640364	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC-MCMORROW		115894	640365	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		34.11	TRASH SVC-COMM GARDENS		115895	640366	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		215.11	TRASH SVC- KAPOSIA LANDG		115896	640367	10340.6379		CONT SERV/REFUSE & SANITATION	PARKS FACILITIES AND MTNCE
		<u>1,664.73</u>								
151510	8/26/2024		13393 OPTUM FINANCIAL INC.							
		43.00	FSA & HSA FEE-JUL24		115897	0001633271	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		<u>43.00</u>								
151511	8/26/2024		2166 O'REILLY AUTO PARTS							
		28.10	MULTIFUNC CN#205		115947	1767-376090	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		146.53	BATTERY		115948	1767-374671	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		84.51	TIMING BELTS		115949	1767-373488	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		75.98	RETD TIMING BELTS		115950	1767-376273	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>183.16</u>								
151512	8/26/2024		2240 PLUNKETT'S PEST CONTROL, INC.							
		31.16	PEST CONTROL-MCMORROW		115951	8717267	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		30.09	PEST CONTROL - WELL #4		115952	8718108	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>61.25</u>								
151513	8/26/2024		6683 POPP COMMUNICATIONS							

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151513	8/26/2024		6683 POPP COMMUNICATIONS						Continued...	
		185.62	NM FIRE ALRM PH SYST		115953	992844694	50677.6390.1		TELEPHONE-SECURITY	NAN MCKAY APT BLDG
		185.62	JC FIRE ALRM PH SYST		115953	992844694	50678.6390.1		TELEPHONE-SECURITY	JOHN CARROLL APT BLDG
		<u>371.24</u>								
151514	8/26/2024		2286 QUILL LLC							
		129.54	OFFICE SUPPLY		115954	39812760	10420.6201		OFFICE SUPPLIES	CODE ENFORCEMENT
		<u>129.54</u>								
151515	8/26/2024		2326 REID, BILL							
		104.48	BOOT REIMBURSEMENT		115902	8/16/24	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		<u>104.48</u>								
151516	8/26/2024		2341 RIGID HITCH, INC							
		634.73	MOUNTING BKT/SUPSP KIT		115901	1928903752	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>634.73</u>								
151517	8/26/2024		7376 RIVERTOWN ELECTRIC, INC.							
		478.75	NM SVC BDRM FIXTURE		115903	11447	50677.6371.070		MTNCE-ELECTRICAL	NAN MCKAY APT BLDG
		<u>478.75</u>								
151518	8/26/2024		2365 ROTO-ROOTER SERVICES COMPANY							
		606.00	JC CLEAR MAIN SEWER PIPE		115904	48-26175615	50678.6371.080		MTNCE-PLUMBING	JOHN CARROLL APT BLDG
		<u>606.00</u>								
151519	8/26/2024		13979 SAFETY-KLEEN SYSTEMS INC							
		441.21	SVC PARTS WASHER		115905	95210637	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>441.21</u>								
151520	8/26/2024		11845 SATIN TOUCH, INC.							
		681.25	NM #814 BR/BA/CEIL/HTRS		115906	1056933	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		625.00	NM #200 BR/BA/CEIL/HTR/TRIM		115907	1056932	50677.6371.060		MTNCE-UNIT TURNAROUND	NAN MCKAY APT BLDG
		<u>1,306.25</u>								
151521	8/26/2024		2408 SCHINDLER ELEVATOR CORPORATION							
		619.87	JC SM ELEV SVC 8/5/24		115908	7153993605	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		<u>619.87</u>								
151522	8/26/2024		6703 SENTRY SYSTEMS, INC							
		30.00	NM MONITOR JULY 24		115909	795353	50677.6375.3		OTHER CONTR SVCS-SECURITY	NAN MCKAY APT BLDG
		30.00	JC MONITOR JULY 24		115909	795353	50678.6375.3		OTHER CONTR SVCS-SECURITY	JOHN CARROLL APT BLDG

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151522	8/26/2024		6703 SENTRY SYSTEMS, INC						Continued...	
		60.00								
151523	8/26/2024		2505 SOUTH EAST TOWING INC							
		522.50	TOW BREAK-DOWN #331		115912	245491	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		522.50								
151524	8/26/2024		2558 STATE INDUSTRIAL PRODUCTS							
		306.00	NM DRAIN MAINT		115911	903451743	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		306.00								
151525	8/26/2024		2608 TAHO SPORTSWEAR, INC							
		2,503.40	FOOTBALL JERSEYS		115913	24TS3920	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		2,503.40								
151526	8/26/2024		5754 TOTAL MECHANICAL SERVICES, INC							
		1,810.00	CHEMICAL TRTMNT-COOLING TWR		115915	S11159	20243.6371		REPAIRS & MAINT CONTRACTUAL	DOUG WOOG ARENA
		1,810.00								
151527	8/26/2024		11670 TRENCHERS PLUS, INC							
		336.51	POLYCHAIN #SG1		115914	IT08860	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		336.51								
151528	8/26/2024		14613 TWIN CITIES DOTS & POP, LLC							
		1,088.64	DIPPIN DOTS INITIAL ORDER		115916	I240802899	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		1,088.64								
151529	8/26/2024		2693 TWIN CITY JANITOR SUPPLY, INC.							
		1,219.06	TP/TWLS/LINERS/CLEANER		115917	182945	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,219.06								
151530	8/26/2024		4334 UNIVERSITY OF MINNESOTA							
		32.00	RABIES TEST CN 24001788		115899	2083086913	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		32.00	RABIES TEST CN 24001788		115900	2083086914	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		64.00								
151531	8/26/2024		14336 VALLE CARPET CORP							
		33,493.25	NM HALLS/FLOORS RMV/INSTALL		115920	Q1001	50677.6560	229057	BUILDING FIXTURES AND IMPRS	NAN MCKAY APT BLDG
		33,493.25								
151532	8/26/2024		2744 VAN PAPER COMPANY							

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151532	8/26/2024		2744 VAN PAPER COMPANY						Continued...	
		237.13	PPR TWLS/TP		115918	079539	10330.6210		OPERATING SUPPLIES	BUILDINGS
		<u>237.13</u>								
151533	8/26/2024		5864 VERIZON WIRELESS							
		255.19	CONN PH#3/IPADS/SCADA		115921	9970363615	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		<u>255.19</u>								
151534	8/26/2024		2756 VIKING AUTOMATIC SPRINKLER CO.							
		455.00	ANL FIRE SPRINKLER INSPECT		115922	1025-F371720	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>455.00</u>								
151535	8/26/2024		2788 WATSON COMPANY							
		524.01	CONCESS PRODUCT RESALE		115919	144102	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		<u>524.01</u>								
151536	8/26/2024		2849 XCEL ENERGY							
		22.02	NM ELEC		115923	888860482	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		8,319.91	NM ELEC		115923	888860482	50677.6385.1		UTILITY SERVICE-ELECTRIC	NAN MCKAY APT BLDG
		561.29	NM NAT GAS		115923	888860482	50677.6385.2		UTILITY SERVICE-GAS	NAN MCKAY APT BLDG
		11,440.79	JC ELEC		115923	888860482	50678.6385.1		UTILITY SERVICE-ELECTRIC	JOHN CARROLL APT BLDG
		506.23	JC NAT GAS		115923	888860482	50678.6385.2		UTILITY SERVICE-GAS	JOHN CARROLL APT BLDG
		<u>20,850.24</u>								
151537	8/26/2024		2867 ZIEGLER, INC.							
		19,164.88	T12DT TILT TRAILER-BOBCAT		115924	IN001579001	10340.6580		OTHER EQUIPMENT	PARKS FACILITIES AND MTNCE
		<u>19,164.88</u>								
151538	9/3/2024		14195 4 SEASONS PROPERTY CARE-DJ TROJE							
		1,125.00	6 OAKRIDGE DR-7/2/24		116166	DJT1001	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		975.00	1440 8TH AVE S-7/29/24		116167	DJT1002	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		250.00	404 3RD AVE S-7/25/24		116168	DJT1003	10420.6371		REPAIRS & MAINT CONTRACTUAL	CODE ENFORCEMENT
		<u>2,350.00</u>								
151539	9/3/2024		6645 ALL INC							
		863.16	NM (1) REFRIGERATOR		116169	S1592614.001	50677.6580	229900	OTHER EQUIPMENT	NAN MCKAY APT BLDG
		<u>863.16</u>								
151540	9/3/2024		2767 ALLSTATE PETERBILT OF SOUTH ST. PAUL							
		127.80	RATCHET STRAPS		116170	3004673238	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		25.56-	RETD RATCHET STRAP		116171	3004673252	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE

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151564	9/3/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD						Continued...	
151565	9/3/2024		14525 HOLLMAN, CLAUDE							
		160.17	NM#208 MOVE OUT REFUND		114612	05292024	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG
		<u>160.17</u>								
151566	9/3/2024		1667 INVER GROVE FORD							
		185.65	BOLTS/SIDE FL #306		116202	5347092	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		84.54	ADAPTERS #206		116203	5347536	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,249.82	BRK ROTORS & KITS		116204	5347474	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		63.48	SWITCH ASY #205		116205	5347548	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		63.48	RETD SWITCH ASY #205		116206	5347607	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>1,520.01</u>								
151567	9/3/2024		14086 JOHNSON, DONNETTA							
		100.00	NM AFTER HR ON CALL AUG24		116238	AUG2024	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		<u>100.00</u>								
151568	9/3/2024		11377 KATH FUEL OIL SERVICE CO.							
		2,390.91	OIL/GREASE-SHOP		116207	805501	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>2,390.91</u>								
151569	9/3/2024		7927 KENNEDY & GRAVEN, CHARTERED							
		5,423.00	MCES SITE-WAKOTA NORTH TIF		116208	7.31.2024	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		959.04	YARDS-BACKYARDS TIF NOTE		116208	7.31.2024	40493.6302		PROFESSIONAL SERVICES	GRAND AVE GATEWAY TIF
		<u>6,382.04</u>								
151570	9/3/2024		7565 KROMER COMPANY							
		66.45	BRASS FITTINGS/NOZZLE		116209	582036	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>66.45</u>								
151571	9/3/2024		1803 LANGUAGE LINE SERVICES							
		1,102.07	OTP TRANSLATION		116210	11364724	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>1,102.07</u>								
151572	9/3/2024		13269 LOE'S OIL CO							
		70.00	55 GAL DRUMS USED OIL FILTERS		116211	95285	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>70.00</u>								
151573	9/3/2024		14638 LOH, KEVIN							
		463.18	FINALLED ACCT-2775		116261	07302024	50605.2010		REFUNDS	WATER UTILITY

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151573	9/3/2024	463.18	14638 LOH, KEVIN						Continued...	
151574	9/3/2024	349.12	1864 MACQUEEN EQUIPMENT, LLC		116212	P59194	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		349.12	GUARD DR/WSHRS/NUTS#MT1							
151575	9/3/2024	11,592.94	13985 MARTIN MARIETTA MATERIALS		116213	43348726	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		11,592.94	ASPHALT-600 BLK 18TH A N							
151576	9/3/2024	120.00	9252 MERIT CHEVROLET		116214	718577	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		120.00	FLOOR MATS #323-24							
151577	9/3/2024	184.25	5582 METRO PRODUCTS INC		116215	181984	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		184.25	SHOP SOLV/LUBE/FRZ OFF							
151578	9/3/2024	71.00	1942 MIDWEST FENCE & MFG.		116216	194621	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		71.00	FENCE LATCH							
151579	9/3/2024	755.11	1444 MIDWEST MACHINERY CO		116217	10164468	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		755.11	BOLT/NUT/SCRW/GATE							
151580	9/3/2024	190.00	14456 NACE, HANNAH		116250	8/27/2024	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		190.00	REIMB FULL SUMMER LIFE GUARD							
151581	9/3/2024	25.41	14547 NELSON, SYDNEE		116218	AUGUST 21, 2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		25.41	TRAVEL TO POOLS							
151582	9/3/2024	853.00	10824 OCCUPATIONAL HEALTH CENTERS OF MN, P.C.		116178	104031783	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		853.00	CHRISTENSEN PHYSICAL							
151583	9/3/2024	2,202.15	6702 REFERRAL CARPET AND FLOOR SERVICES, INC.		116220	43886	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
			JC OFFICE-CLNG/RMV CARPET							

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151583	9/3/2024		6702 REFERRAL CARPET AND FLOOR SERVICES, INC.						Continued...	
		2,202.15								
151584	9/3/2024		12293 REID, SETH							
		190.00	REIMB FULL SUMMER LIFEGUARD		116252	8/27/2024	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		190.00								
151585	9/3/2024		2389 SAINT PAUL PUBLISHING COMPANY							
		57.11	NM SR PH NEWSPPR SEPT24		116263	33342	50677.6341		ADVERTISING	NAN MCKAY APT BLDG
		57.10	JC SR PH NEWSPPR SEPT24		116263	33342	50678.6341		ADVERTISING	JOHN CARROLL APT BLDG
		114.21								
151586	9/3/2024		14637 SCENE CLEAN							
		2,751.58	JC OFFICE CLEAN UP		116260	24229-01	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		2,751.58								
151587	9/3/2024		2408 SCHINDLER ELEVATOR CORPORATION							
		143,402.00	JC LG ELEV WTR DMG/DOWNPYMT		116240	OPEM-D7HPZH (2024 .2.1)	50678.6371.040		MTNCE-ELEVATOR MTNCE	JOHN CARROLL APT BLDG
		143,402.00								
151588	9/3/2024		2632 SHERWIN-WILLIAMS CO., THE							
		476.28	PARTS FOR LINE STRIPER		116221	4940-8	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		476.28								
151589	9/3/2024		2464 SHORT ELLIOTT HENDRICKSON INC							
		13,210.71	WATER TRTMNT CONSTRUCTION		116222	472054	50605.6302	202311	PROFESSIONAL SERVICES	WATER UTILITY
		62,820.00	TWY A CONST ADMIN		116223	471292	40404.6371	AIR080	REPAIRS & MAINT CONTRACTUAL	AIRPORT CAPITAL FUND
		1,012.50	ODOR CONSULT SVC/REPORT		116224	472376	10420.6302		PROFESSIONAL SERVICES	CODE ENFORCEMENT
		77,043.21								
151590	9/3/2024		14635 SMITH, TRINITY							
		190.00	REIMB FULL SUMMER LIFEGUARD		116258	8/27/2024	10520.4461		SUMMER PROGRAMS	PARKS ADMINISTRATION
		190.00								
151591	9/3/2024		13871 ST. CROIX COLLISION & RESTORATION LLC							
		1,236.94	SQD 65-ACCIDENT RPR		116225	6256	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		1,236.94								
151592	9/3/2024		14636 SWANSON, LINDA							
		544.10	JC #1003 MOVEOUT REFUND		116259	111623	50677.1101		ACCOUNTS RECEIVABLE	NAN MCKAY APT BLDG

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801086	8/26/2024		2289 R&R SPECIALTIES OF WISCONSIN, INC.						Continued...	
		40.00	ZAMBONIE BLADE SHARPEN		115898	0082624-IN	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		40.00								
2024239	8/19/2024		6037 HEALTHPARTNERS-DENTAL							
		1,531.30	DENTAL CLAIMS PAID		115973	08/08/24-08/14/2024	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		1,531.30								
2024240	8/19/2024		10755 OPTUM							
		283.64	HRA REIMBURSEMENT 2024		115974	539627483	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		283.64								
2024241	8/20/2024		2013 MINNESOTA REVENUE (C)							
		2,734.32	SALES TAX FOR JULY 2024		115976	JULY2024	10101.2081		DUE TO OTHER GOVT-SALES	GENERAL FUND
		.01	SALES TAX FOR JULY 2024		115976	JULY2024	10101.4673		CASH OVER/SHORT	GENERAL FUND
		3,108.67	SALES TAX FOR JULY 2024		115976	JULY2024	20243.2081		DUE TO OTHER GOVT-SALES	DOUG WOOG ARENA
		94.05	SALES TAX FOR JULY 2024		115976	JULY2024	20245.2081		DUE TO OTHER GOVT-SALES	AIRPORT
		6,830.95	SALES TAX FOR JULY 2024		115976	JULY2024	50605.2081		DUE TO OTHER GOVT-SALES	WATER UTILITY
		12,768.00								
2024242	8/20/2024		2011 MINNESOTA PUBLIC FACILITIES AUTHORITY							
		143,000.00	MPFA-1 PRINCIPAL 08-20-24		115977	07222024	50605.6601		BOND PRINCIPAL	WATER UTILITY
		7,673.41	MPFA-1 INTEREST 08-20-24		115977	07222024	50605.6611		BOND INTEREST	WATER UTILITY
		203,235.00	MPFA-2 PRINCIPAL 08-20-24		115977	07222024	50605.6601		BOND PRINCIPAL	WATER UTILITY
		29,712.96	MPFA-2 INTEREST 08-20-24		115977	07222024	50605.6611		BOND INTEREST	WATER UTILITY
		383,621.37								
2024243	8/20/2024		5900 FP MAILING SOLUTIONS							
		2,000.00	POSTAGE		115978	TDC#600069876-590	10101.1610		PREPAID POSTAGE	GENERAL FUND
		2,000.00								
2024244	8/23/2024		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		717.12			115965	0820241542424	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			115966	0820241542425	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			115967	0820241542426	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		970.92								
2024245	8/23/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,637.50			115970	0820241542429	10101.2175		OTHER RETIREMENT	GENERAL FUND

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2024245	8/23/2024	3,637.50	2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)						Continued...	
2024246	8/23/2024	12,661.64	2096 NATIONWIDE RETIREMENT SOLUTIONS		115959	08202415424210	10101.2175		OTHER RETIREMENT	GENERAL FUND
		12,661.64								
2024247	8/23/2024	73,116.00	2200 PERA		115960	08202415424211	10101.2174		PERA	GENERAL FUND
		73,116.00								
2024248	8/23/2024	1,960.00	2748 MISSION SQUARE TRANSFER (EFT)		115961	08202415424212	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,960.00								
2024249	8/23/2024	4,578.03	10755 OPTUM		115962	08202415424213	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		4,578.03								
2024250	8/23/2024	39,331.64	1338 EFTPS		115958	0820241542421	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		44,878.50			115963	0820241542422	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		84,210.14								
2024251	8/23/2024	18,848.58	2013 MINNESOTA REVENUE (C)		115969	0820241542428	10101.2172		STATE WITHHOLDING	GENERAL FUND
		18,848.58								
2024252	8/23/2024	150.00	10755 OPTUM		115979	08/22/24	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		150.00	HSA REWARD MONEY							
2024253	9/3/2024	1,040.73	2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)		116256	0827241446434	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,040.73								
2024254	9/3/2024	566.51	2200 PERA		116257	0827241446435	10101.2174		PERA	GENERAL FUND
		566.51								
2024255	9/3/2024		1338 EFTPS							

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2024255	9/3/2024		1338 EFTPS						Continued...	
		217.05			116253	0827241446431	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		822.34			116254	0827241446432	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		<u>1,039.39</u>								
2024256	9/3/2024		2013 MINNESOTA REVENUE (C)							
		156.04			116255	0827241446433	10101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>156.04</u>								
2024257	8/26/2024		10755 OPTUM							
		403.80	HRA REIMBURSEMENT 2024		116273	540655194	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR
		<u>403.80</u>								
2024258	8/26/2024		6037 HEALTHPARTNERS-DENTAL							
		2,056.69	DENTAL CLAIMS PAID		116274	08/15/24-08/21/ 24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		<u>2,056.69</u>								
2024259	8/8/2024		6860 WELLS FARGO PURCHASING CARDS							
		295.80	EYEMED_JULY PREMIUM		115980	942101564867.1	10101.2181		EYE MED INSURANCE	GENERAL FUND
		150.00	MPELRA_CONF FEE		115981	000016446656.1	10125.6331		CONFERENCES, TRAINING, TRAVEL	HUMAN RESOURCES
		1,339.90	AMAZON-MUTT MITTS		115982	102318309870.1	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		44.67	AMAZON-TREES SAW,PRUNER		115983	101803455066.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		460.55	FORESTRY DIST-TREE BAGS		115984	500724160305.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		40.73	AMAZON-RECIPROCATING BLADES		115985	101122333389.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		370.99	FORESTRY DIST-TREE BAGS		115986	500673636275.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		28.52	AMAZON-REUSABLE BAGS		115987	102188163795.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,027.00	FORESTRY DIST-TREE BAGS		115988	100444896064.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		1,000.00	WALMART.COM 10 GIFT CARDS @ \$1		115989	017489243049.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		96.41	8X8 PHONE SERVICE JC NM		115990	105051454990.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		96.41	8X8 PHONE SERVICE JC NM		115991	105051454990.2	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		40.14	PREMIUM WATER FOR NM JC		115992	002001064787.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		40.13	PREMIUM WATER FOR NM JC		115993	002001064787.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		150.00	WALMART.COM JC 150.00 GIFT CAR		115994	023166843988.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		1,000.00	Walmart Gift Cards 10 @ \$100.0		115995	200147508047.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		447.31	COMCAST NM PHONE AND INTERNET		115996	101403107436.1	50677.6390		POSTAGE AND TELEPHONE	NAN MCKAY APT BLDG
		195.53	QUILL JC PAPER AND ENVELOPES		115997	105441421734.1	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		855.74	WWW.DUMPSTER.COM (WM) CREDIT (115998	016057844830.1	50678.6371.060		MTNCE-UNIT TURNAROUND	JOHN CARROLL APT BLDG
		257.53	QUILL NM PAPER AND ENVELOPS		115999	105441421742.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		31.18	QUILL NM JC FACE MASK AND PLAS		116000	105441423325.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		31.18	QUILL NM JC FACE MASK AND PLAS		116001	105441423325.2	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG

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2024259	8/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		245.00	MINNESOTA STATE COLLEGES TIFFA		116002	027014406587.1	50677.6331		CONFERENCES, TRAINING, TRAVEL	NAN MCKAY APT BLDG
		245.00	MINNESOTA STATE COLLEGES TIFFA		116003	027014406587.2	50678.6331		CONFERENCES, TRAINING, TRAVEL	JOHN CARROLL APT BLDG
		1,000.00	WALMART JC 10 GIFT CARDS @\$100		116004	102898572774.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		19.50	QUILL OFFICE SUPPLIES LABELS		116005	105441451768.1	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		19.49	QUILL OFFICE SUPPLIES LABELS		116006	105441451768.2	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		302.49	COMCAST JC INTERNET & PHONES		116007	105459254034.1	50678.6390		POSTAGE AND TELEPHONE	JOHN CARROLL APT BLDG
		50.00	WALMART GIFT CARD \$50.00 FOR K		116008	039283746863.1	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		184.35	MENARDS JC MAINTENANCE SUPPLIE		116009	200262954182.1	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		167.91	Pool Supplies and Splish Splas		116010	100946969026.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		167.91	Pool Supplies and Splish Splas		116011	100946969026.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		10.00	Pool Supplies and Splish Splas		116012	100946969026.3	10529.6210	227674	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		27.43	Chips for pools		116013	010977163767.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		27.42	Chips for pools		116014	010977163767.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		37.99	Water for pools		116015	104364367172.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		37.99	Water for pools		116016	104364367172.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		83.03	Laminating Sheets		116017	100284335712.1	10520.6210		OPERATING SUPPLIES	PARKS ADMINISTRATION
		104.60	Concession Goods for pools		116018	000848758242.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		104.59	Concession Goods for pools		116019	000848758242.2	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		31.50	IPAD software		116020	000502645022.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		31.50	IPAD software		116021	000502645022.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		196.99	Generator from Froggy hopps		116022	300622755966.1	10529.6210	227674	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		66.48	noodles		116023	000964176138.1	10529.6210	227674	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		1,246.36	Bounce House dunk tank tents		116024	300616953493.1	10529.6210	227674	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		530.00	Movie Liscense		116025	020879001147.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		45.41	Noodles		116026	000994237826.1	10529.6210	227674	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		118.55	Pool Supplies		116027	105043772732.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		118.55	Pool Supplies		116028	105043772732.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		21.25	Bleach for pools		116029	106295852667.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		21.25	Bleach for pools		116030	106295852667.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		16.45	Keys to P&R storage		116031	000038976421.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		33.04	Tampon Bags for bathrooms at p		116032	109484882567.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		33.04	Tampon Bags for bathrooms at p		116033	109484882567.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		114.76	Firehose ext.		116034	021200224717.1	10529.6210	227674	OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		29.95	CPR Face Masks Pools		116035	109263497629.1	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		29.95	CPR Face Masks Pools		116036	109263497629.2	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		113.63	Chip for Splash pool		116037	100367050579.1	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		23.41	Communication App for staff Po		116038	000016322396.1	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		23.41	Communication App for staff Po		116039	000016322396.2	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		23.42	Communication App for staff Po		116040	000016322396.3	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA

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2024259	8/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		114.00	Movie in park banner		116041	000050389893.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		97.53	LONSDALEFEEDML-FOOD-K9DOUG		116042	131911025733.1	20212.6210	227589	OPERATING SUPPLIES	GRANTS/DONATIONS POLICE
		44.93	BLULNCNC-EQUIP-K9SQUAD		116043	000015640271.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		69.00	WALGREENS TOUCH A TRUCK COUPO		116044	001032238713.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		30.88	COOP KIDDIE PARADE TOUCH TRUCK		116045	006520960550.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		840.00	SCOOPS COUNCIL TOUCH A TRUCK A		116046	101973832730.1	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		25.00	DQ JC NM BUILDING ACTIVITIES		116047	017181320371.1	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		25.00	DQ JC NM BUILDING ACTIVITIES		116048	017181320371.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		153.49	AMAZON NTU DOORHANGERS		116049	104382048523.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		12.64	KNOWLANS FARMERS MKT		116050	720204703191.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		103.82	WALGREENS VOLUNTEER THANK YOUS		116051	001001386194.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		35.80	WALGREENS INVITES		116052	000966253711.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		6.75	KNOWLANS FSRMERD MARKET		116053	720203622203.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		19.98	LOWES STREETS BLOOM JC FIRE PI		116054	101182164674.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		12.06	LOWES STREETS BLOOM JC FIRE PI		116055	101182164674.2	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		29.59	WALGREENS LEMONADE SIGNAGE		116056	001035511079.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		89.61	OTC LUCY EVENT		116057	951901715684.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		46.59	AMAZON LUCY EVENT		116058	101915277685.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		29.67	KNOWLANS LEMONADE STAND		116059	720204025958.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		31.92	KNOWLANS LEMONADE STAND		116060	720204025768.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		471.24	AMAZON BACKPACKS		116061	103277031085.1	20216.6210	227559	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		26.99	OFFICE DEPOT ENVELOPES		116062	500896529653.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		17.39	OFFICE DEPOT CARDSTOCK		116063	500953065491.1	10530.6201		OFFICE SUPPLIES	COMMUNITY AFFAIRS
		35.80	WALGREENS EVENT SIGNAGE		116064	000979533682.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		29.59	WALGREENS LUCY SIGNAGE		116065	001001725501.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		50.00	FARMERS MARKET PROGRAMMING		116066	038562407036.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		23.60	KNOWLANS FSRMERD MARKET LUCY		116067	720203583714.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		30.00	TARGET LUCY EVENT		116068	091007703982.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		110.49	AMAZON SSP NTU		116069	103809358547.1	10110.6430		MISCELLANEOUS	MAYOR AND COUNCIL
		38.55	LOWES LUCY EVENT		116070	102268287787.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		30.02	KNOWLANS LUCY EVENT		116071	720203558552.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		14.80	WALGREENS LUCY THANK YOUS		116072	000987203527.1	10530.6210		OPERATING SUPPLIES	COMMUNITY AFFAIRS
		13.93	AMAZON - BADGE HOLDERS		116073	100019573493.1	10315.6201		OFFICE SUPPLIES	ENGINEERING
		219.61	AMAZON - KITCHEN SUPPLIES		116074	106497798809.1	10315.6201		OFFICE SUPPLIES	ENGINEERING
		84.65	APWA - CHAPTER DINNER		116075	100231731941.1	10315.6331		CONFERENCES, TRAINING, TRAVEL	ENGINEERING
		79.50	VERIFIED CREDENTIALS BACKGROUN		116076	900010903306.1	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		37.58	INNOVATIVE OFFICE COLOR PAPER		116077	520000001819.1	10120.6201		OFFICE SUPPLIES	CITY ADMINISTRATION
		326.98	SUNCOUNTRY KALISZEWSKI SPOUSE		116078	043795414427.1	10110.6331		CONFERENCES, TRAINING, TRAVEL	MAYOR AND COUNCIL
		240.20	CDWG-TONER		116079	016883382128.1	10160.6210		OPERATING SUPPLIES	INFORMATION TECHNOLOGY

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2024259	8/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		138.07	COMCAST-VETS INTERNET		116080	105795068139.1	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		2,509.18	CDWG-IPADS		116081	030494028379.1	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		3,894.96	CDWG-TRAILHEAD CAMERAS		116082	036169001684.1	40437.6302		PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		394.74	CDWG-TRAILHEAD CAMERAS		116083	039053001536.1	40437.6302		PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		3,564.94	CDWG-TRAILHEAD CAMERAS		116084	040482358587.1	40437.6302		PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		298.00	AMAZON-REPLACEMENT TV		116085	000070796037.1	10160.6240		MINOR EQUIPMENT AND FURNITURE	INFORMATION TECHNOLOGY
		2,351.58	CDWG-TRAILHEAD CAMERAS		116086	040482356268.1	40437.6302		PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		408.00	Monika APA dues		116087	426749190437.1	10410.6471		DUES & SUBSCRIPTIONS	DEVELOPMENT SERVICES
		530.00	GFOA FIN RPT SUBMISSION		116088	742763851709.1	10150.6430		MISCELLANEOUS	FINANCE
		56.69	SHRED-IT JUNE 2024		116089	006611629416.1	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		56.69	SHRED-IT JUNE 2024		116090	006611629416.2	20260.6210		OPERATING SUPPLIES	HOUSING GENERAL
		56.69	SHRED-IT JUNE 2024		116091	006611629416.3	10140.6210		OPERATING SUPPLIES	CITY CLERK
		95.45	SHRED-IT JUNE 2024		116092	006611629416.4	50677.6210		OPERATING SUPPLIES	NAN MCKAY APT BLDG
		95.45	SHRED-IT JUNE 2024		116093	006611629416.5	50678.6210		OPERATING SUPPLIES	JOHN CARROLL APT BLDG
		255.00	GFOA TRAINING/GAAFR PLUS		116094	300712092481.1	10150.6331		CONFERENCES, TRAINING, TRAVEL	FINANCE
		149.00	GFOA TRAINING/GAAFR PLUS		116095	300712092481.2	10150.6201		OFFICE SUPPLIES	FINANCE
		43.42	HOME DEPOT-KNIVES,MARKERS		116096	010197685469.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		18.97	HOME DEPOT-HEX DRIVE		116097	010197768346.1	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		118.66	HOMEDEPOT MAINTENACE SUPPLIES		116098	010196323691.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		171.29	MENARDS PARTY SUPPLIES NM/JC B		116099	100428667149.1	50677.6430		MISCELLANEOUS	NAN MCKAY APT BLDG
		8.97	ACE HARDWARE JC		116100	740268348532.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		211.82	MENARDS NM MAINT SUPPLIES		116101	100294790021.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		393.43	HOME DEPOT NM MAINTENANCE SUPP		116102	101145628750.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		38.94	HOME DEPOT MAINTENANCE SUPPLIE		116103	010197718497.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		135.96	MENARDS NM MAINT SUP		116104	200262924151.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		9.98	MENARDS NM MAINTENANCE SUPPLIE		116105	100568532933.1	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		35.97	HOME DEPOT-COMPACT BLADES		116106	010201325864.1	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		35.36	AMZN-LEGAL PADS		116107	009475458946.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		35.01	VRZN-JUNE CAM DATA		116108	103197877374.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		31.63	WLMRT-BASKETS		116109	400253459568.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		300.00	BCA-CJIS CONF ROSBURG		116110	122064307049.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		10.94	AMZN-EBIKE PARTS		116111	100304675108.1	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		740.56	Clerical bca		116112	100304456277.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		300.00	BCA_CJIS CONF MAYER		116113	122074219167.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		18.28	JENSON-EBIKE PARTS		116114	000922305081.1	10210.6220		REPAIR & MAINTENANCE SUPPLIES	POLICE PROTECTION
		234.00	VSTPRNT-BIZ CARDS		116115	745288832520.1	10210.6201		OFFICE SUPPLIES	POLICE PROTECTION
		300.00	EB-FBI TRNG-02		116116	713813040277.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		48.66	COOP-KD STAFF/VOLUNTEER MEAL		116117	000080095962.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		163.77	CLBRPRS-RPRT WRTING-22		116118	261971076922.1	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
2024259	8/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		590.55	HLDYINN-UOF TRNG HOTEL-28		116119	024055072874.1	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		12.48	FEDEX-FTO MANUAL		116120	069222971996.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		142.50	2024 MN CODE BOOK		116121	104192876121.1	10410.6230		BOOKS, MATERIALS & PERIODICALS	DEVELOPMENT SERVICES
		122.51	IM HOTEL-MWOA CONF LODGING		116122	005477993507.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		256.16	IM HOTEL-MWOA CONF LODGING		116123	005941704546.1	10320.6331		CONFERENCES, TRAINING, TRAVEL	PUBLIC WORKS
		20.98	WALMART CAMP SUPPLIES		116124	000755006026.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		118.83	WALMART CAMP SUPPLIES		116125	000768879095.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		3.90	TARGET CAMP SUPPLIES		116126	091017307161.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		97.48	DICKS CAMP/TBALL SUPPLIES		116127	003519475020.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		48.09	TARGET CAMP SUPPLIES		116128	091017307054.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		37.42	TARGET CAMP SUPPLIES		116129	091016386200.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		129.10	COSTCO EVENT STAFF FOOD		116130	020951573879.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		75.42	ANGELOS FOOD FOR STAFF		116131	500969789320.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		15.63	KWIK TRIP SSB SUPPLIES		116132	021274535876.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		65.73	WALMART CAMP SUPPLIES		116133	360036569876.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		10.09	WALMART MARKERS FOR FOOTBALL		116134	400243553374.1	10529.6210		OPERATING SUPPLIES	RECREATIONAL PROGRAMS
		68.19	AMZN HEADPHONES		116135	100762962949.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		97.82	VAN PAPER TP		116136	900013602578.1	20245.6210		OPERATING SUPPLIES	AIRPORT
		225.59	PLUNKETTS PEST CONTROL		116137	002021276700.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		144.85	COMCAST JULY INTERNET		116138	102579588040.1	20245.6390		POSTAGE AND TELEPHONE	AIRPORT
		127.70	VAN PPR TP		116139	900011460415.1	20245.6210		OPERATING SUPPLIES	AIRPORT
		19.45	OREILLY LIGHT RETRN		116140	016725769028.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		19.45	OREILLY LIGHT		116141	016725769015.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		7.99	OREILLY LIGHT		116142	016725769007.1	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		322.50	CANTEEN VENDING SPPLS		116143	024809025664.1	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		120.00	PLUNK PEST CNTRL		116144	005941167215.1	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		162.68	AMAZON PORTABLE RAMP ELECTIONS		116145	109777892199.1	10140.6240		MINOR EQUIPMENT AND FURNITURE	CITY CLERK
		93.49	AMAZON ELECTION SUPPLIES		116146	100417670087.1	10140.6201		OFFICE SUPPLIES	CITY CLERK
		46.14	WALMART EMPLOYEE EVENT 7/27		116147	400260234469.1	20211.6430	227670	MISCELLANEOUS	GRANTS/DONATIONS GEN GVMT
		33.23	SPEEDWAY EMPLOYEE EVENT 7/27		116148	001459386924.1	20211.6430	227670	MISCELLANEOUS	GRANTS/DONATIONS GEN GVMT
		19.30	FAMDOLLAR-KITCH SUPPLIES		116149	000856696467.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		155.48	SAMS-KD MEAL STAFF&VOLUNTEERS		116150	000518016410.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		68.25	SAMS-GATORADE		116151	000554491146.1	10210.6210		OPERATING SUPPLIES	POLICE PROTECTION
		1,207.52	DJI-PHOTOGRAPHY DRONE		116152	203669645901.1	10210.6580		OTHER EQUIPMENT	POLICE PROTECTION
		4,882.94	1STNET-MAY/JUNE CELL AND DATA		116153	029125003815.1	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		1.94	MNPOST-CC FEE		116154	732127806365.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		90.00	MNPOST-HILLSKOTTER LICENSE		116155	732127591116.1	10210.6471		DUES & SUBSCRIPTIONS	POLICE PROTECTION
		166.10	AMAZON-FLAGS		116156	103691886004.1	20243.6210		OPERATING SUPPLIES	DOUG WOOG ARENA
		107.86	HOWIES HOCKEY INC-LACES		116157	029010484630.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA

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
2024259	8/8/2024		6860 WELLS FARGO PURCHASING CARDS						Continued...	
		136.76	COMCAST-MO CABLE		116158	104461933785.1	20243.6375		OTHER CONTRACTED SERVICES	DOUG WOOG ARENA
		406.62	SAMS CLUB - CONCESSION RESALE		116159	360046612608.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		188.90	COSTCO-CONCESSION RESALE		116160	024481461740.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		35.00	CUB FOODS-CONCESSION RESALE		116161	740271466998.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		71.20	SAMS CLUB-CONCESSION RESALE		116162	001266830652.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		30.00	PJS ALTERATIONS-REPAIR BUMPER		116163	240001739930.1	20243.6220		REPAIR & MAINTENANCE SUPPLIES	DOUG WOOG ARENA
		19.10	CUB FOODS - CONCESSION RESALE		116164	740270270351.1	20243.6250		MERCHANDISE FOR RESALE	DOUG WOOG ARENA
		395.14	ACME PROD CO-TRAILER HITCH		116165	000018646451.1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>45,130.24</u>								
		<u>3,610,369.19</u>	Grand Total							
									<u>Payment Instrument Totals</u>	
								Checks	2,926,976.68	
								EFT Payments	650,730.52	
								A/P ACH Payment	<u>32,661.99</u>	
								Total Payments	<u>3,610,369.19</u>	



CITY COUNCIL AGENDA REPORT
DATE: September 3, 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>
15637	Nathaniel Yeng-Kong Yang	00015237	Rental Housing	A	08/19/2024	05/31/2025	742 1st Ave S		09/03/2024
15630	Joseph Ring	00015223	Rental Housing	A	07/01/2024	05/31/2025	1621 Concord St N		09/03/2024
15570	Rongitsch Brothers Properties	00015241	Rental Housing	A	08/26/2024	05/31/2025	1649-1651 Concord St N		09/03/2024
15636	Joseph Michael Cahanes	00015236	Rental Housing	A	08/19/2024	05/31/2025	232-234 Douglas St E		09/03/2024
15638	Brendan Paul Formanek	00015242	Rental Housing	A	08/26/2024	05/31/2025	243 Park St W		09/03/2024
14660	South St. Paul Lions Club	00015243	Temp Intoxicating Liquor License	A	08/29/2024	10/06/2024	820 Southview Blvd	On The Road Again	09/03/2024



CITY COUNCIL AGENDA REPORT

Date: September 3rd, 2024

Department: Police

Prepared by: Brian Wicke

Administrator: RG

8-D

AGENDA ITEM: Approve Agreement between Special District #6 and the City of South St. Paul for School Resource Officers

ACTION TO BE CONSIDERED:

Motion to approve Agreement for School Resource Officer Services between Special District #6 and the City of South St. Paul.

OVERVIEW:

During 2001, the South St. Paul Police Department secured a three-year COPS in Schools grant which officially began our collaborative initiative with Special District #6 as it relates to school safety. The Department initially assigned a single School Resource Officer to the High School, eight hours a day and costs associated with this position were shared between the District and the City. This collaborative effort continued for years and during the 2010-2011 school year, a second SRO was added, providing resources to the elementary buildings as well as the alternative learning setting and after school activities.

In response to COVID-19 and adjustments made to accommodate distance and hybrid learning, the district opted to reduce to one SRO for academic years 2020-2021 and 2021-2022, returning to the two SRO model in academic year 2022-2023 and continuing through the expiration of the current agreement earlier this summer.

For academic years 2024-2025 and 2025-2026, we are anticipating school years similar to pre-pandemic experiences and the Police Department and School District wish to continue this partnership, continuing the historical two SRO model. While this contract is similar to years past, new language included affirms our 50 / 50 cost sharing intent as well as language required by state statute as it relates to contractual duties of the SRO. As with the prior contract, this agreement does include a clause which does allow either party to suspend or modify the agreement for a variety of reasons, including a disaster such as a pandemic and / or critical staffing shortages.

Attached to this communication is a copy of the agreement, which is set for consideration by the district later this month.

SOURCE OF FUNDS:

2024 – 2026 Police Protection Budget

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

This Agreement (“Agreement”) is made and effective as of the 1st day of September, 2024, by and between the City of South St. Paul, a Minnesota municipal corporation (hereafter referred to as “City”), and Special School District No. 6, a Minnesota public school corporation (hereafter referred to as “District”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

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

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

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

SECTION 2
AGREEMENT

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

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

2.2 HOLD HARMLESS. The parties shall each indemnify, defend and hold the other party harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys’ fees, that the other party incurs or suffers as a result of the

indemnifying party's fault, which relate to claims of third parties, arising out of, resulting from or relating to the services provided in this Agreement.

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

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

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

2.5 SHARED PROFESSIONAL DEVELOPMENT. The District and the City desire to have a more positive approach for School Resource Officers and student and community interactions in the schools. Areas of focus to achieve this goal will include the following:

- a. Shared professional development including de-escalation and crisis training, implicit bias and anti-racism training, trauma and mental health information and response and child development information.
- b. Expansion of classroom presentations and intentional relationship building at the elementary buildings.
- c. Enhanced chemical health support and presentations.
- d. Establishing clear guidelines regarding roles in responding to youth behaviors.

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

- a. Fostering a positive school climate through relationship building and open communication.
- b. Protecting students, staff, and visitors to the school grounds from criminal activity.
- c. Serving as a liaison between law enforcement and school officials.
- d. Providing advice on safety drills.
- e. Identifying vulnerabilities in school facilities and safety procedures.

- f. Educating and advising students and staff on law enforcement topics.
- g. Enforcing criminal laws.

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

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

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

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

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

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

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

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

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

2.11 COST. For and in consideration of the City providing School Resource Officers’ services in accordance with the terms of this Agreement, District shall pay City 50% of the total compensation the City owes to the police officers assigned to the School District. Total compensation shall be limited to the amount owed pursuant to each assigned officer’s individual contract and shall not include overtime or any other benefit accrued beyond the contractual amount. :

- a. An amount not to exceed the sum of \$156,504 (\$78,252 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2024 and ending May 1, 2025.
- b. An amount not to exceed the sum of \$163,994 (\$81,997 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2025, and ending May 1, 2026.
- c. The payments made by the School District shall include one School Resource Officer, if available, or one police officer at up to ten (10) school events per calendar school year. Those events will be determined by the District. Any additional events requested by the District will be billed at the off-duty officer rate established in City’s fee schedule.

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

SECTION 3 **TERM OF AGREEMENT**

3.1 TERM OF AGREEMENT. Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from September 1, 2024 to June 30, 2026.

3.2 TERMINATION/SUSPENSION/MODIFICATION.

- a. Either party may terminate this Agreement upon six (6) months advanced written notice of such termination without cause.
- b. Either party reserves the right to immediately suspend or modify this Agreement to reduce the number of School Resource Officers for the duration of an Unforeseen Disaster or terminate this Agreement in the event of a natural disaster or other disasters such as civil unrest, terrorism, war, pandemic, or any similar unforeseen disaster event (“Unforeseen Disaster”). Both parties agree that the other party’s failure to perform or delay in the performance of the specified duties in this Agreement will not constitute a breach of contract if the failure to perform or delay is due to or caused by an Unforeseen Disaster.
- c. City may suspend, modify, or terminate this Agreement on thirty (30) days advanced written notice in the event staffing shortages threaten City’s ability to provide adequate policing services to the community (“Critical Shortage”). City will communicate reasonably promptly with the District regarding any anticipated Critical Shortage. The existence of a Critical Shortage will be determined solely in the discretion of City. In the event of a Critical Shortage, City will act in good faith to modify or suspend, rather than terminate, this Agreement if/when reasonably practical in the judgment of the City. Any reduction or suspension of School Resource Officer services due to a Critical Shortage will result in a corresponding reduction in costs the District pays to City.

SECTION 4
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

SPECIAL SCHOOL DISTRICT NUMBER 6

John Raasch, School Board Chair

EXHIBIT A

SOUTH ST. PAUL POLICE DEPARTMENT POSITION DESCRIPTION

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

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

Primary Purpose of the Position:

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

Major Position Functions:

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

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

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

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

Extent Of Supervision Or Guidance Provided:

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

Responsibility For Public Contact:

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

Directly Supervises:

- No regular supervisory responsibilities.

Knowledge, Skills and Abilities:

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

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

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

Working Conditions:

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

Minimum Qualifications:

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

Desirable Qualifications:

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



City Council Agenda
Date: September 3, 2024
Department: City Clerk
Prepared by: Deanna Werner
Administrator: RG

8-E

**AGENDA ITEM: Application for a Permit to Conduct Off-Site Gambling Requested by SSP
Lions Club**

ACTION TO BE CONSIDERED:

Motion to adopt Resolution No. 2024-104, concurring with the issuance of a Minnesota Lawful Gambling Permit conduct off-site gambling for the "On the Road Again" Event, Saturday, October 5th, 2024 by the SSP Lions Club.

OVERVIEW:

SSP Lions Club is applying for a permit to conduct off-site gambling from the Minnesota Gambling Control Board to conduct charitable gambling at the "On the Road Again" event on Saturday, October 5th, 2024.

The application to conduct off-site gambling, (LG230) form has been reviewed and staff recommends approval of Resolution No. 2024-104.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-104

**RESOLUTION CONCURRING WITH ISSUANCE OF A MINNESOTA LAWFUL
GAMBLING PERMIT TO CONDUCT OFF-SITE GAMBLING BY THE
SOUTH ST. PAUL LIONS CLUB**

WHEREAS, the South St. Paul Lions is making application for an Lawful Gambling Permit to Conduct Off-Site Gambling to the Gambling Control Board to conduct gambling in the form of Bingo, Pull-Tabs and Tipboards, to be conducted on October 5, 2024; and

WHEREAS the City has no objection to said activity.

NOW, THEREFORE, BE IT RESOLVED that the South St. Paul City Council hereby concurs with the issuance of a Permit to Conduct Off-Site Gambling by the Gambling Board to the South St. Paul Lions Club on October, 5, 2024 at 820 Southview Blvd., South St. Paul, Minnesota.

Adopted this 3rd day of September, 2024.

City Clerk



City Council Agenda
Date: 9/3/24
Department: Airport
Prepared by: Andrew Wall
Administrator: RG

8-F

Agenda Item: Approve Right of First Refusal with Hans Meyer at the Fleming Field Airport

Action to be considered:

Adopt Resolution No. 2024-105, Approve Right of First Refusal at Fleming Field with Hans Meyer

Overview:

Hans Meyer is considering leasing a hangar lot in the West Hangar Area at the airport. Mr. Meyer is working on the construction plans and finalizing the details and costs to build the hangar as soon as possible.

Source of Funds:

N/A

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-105

**RESOLUTION RELATING TO AIRPORT:
APPROVE RIGHT OF FIRST REFUSAL
AT FLEMING FIELD WITH HANS MEYER**

WHEREAS, The City Council has reviewed and considered a Right of First Refusal for Lot 8, Block 1, Airport Rearrangement 4th Addition (the “Lease”);

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

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

Adopted this 3rd day of September, 2024.

City Clerk

RIGHT OF FIRST REFUSAL AGREEMENT TO LEASE WEST SIDE HANGAR LOT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (Agreement) is made, entered into and effective this 3rd day of September, 2024, by and between City of South St. Paul, a Minnesota municipal corporation, (City) and Hans Meyer. (Prospective Tenant). For and in mutual consideration and subject to the terms and conditions of this Agreement, and in reliance upon the representations, recitals, warranties and covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1 **RECITALS**

Recital No. 1. Prospective Tenant desires to lease certain real property from City for the purposes of constructing and utilizing an aircraft hangar.

Recital No. 2. Prospective Tenant intends to incur certain expenses, including, but not limited to, design and architectural services related to its proposed utilization of the Hangar Property.

Recital No. 3. Prospective Tenant desires to purchase a leasehold Right of First Refusal to lease the Hangar Property so as to prevent Prospective Tenant from incurring unnecessary expenses, in the event the City leases the Hangar Property to someone else prior to the City entering into a lease with Prospective Tenant.

ARTICLE 2 **DEFINITIONS**

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

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

2.3 Prospective Tenant. Prospective Tenant means Hans Meyer.

2.4 Hangar Property. “Hangar Property” means, individually and collectively, that certain real property located in the County of Dakota, State of Minnesota, described and identified on the attached Exhibit A. Hangar Property shall also include all of the right, title and interest of the City in and to any easements, access, permits, rights-of-way, privileges, appurtenances and right to the same belonging to or inuring to the Hangar Property.

ARTICLE 3
RIGHT TO LEASE

3.1 Right To Lease For Hangar Construction. From the date of this Agreement until 3rd day of March, 2025, City shall not lease the Hangar Property without first providing Prospective Tenant a right to lease the Hangar Property. If City desires to lease the Hangar Property to another identified third party tenant, then City shall provide Prospective Tenant with a written offer that comprises the following:

- a) written notice to Prospective Tenant of intent to lease;
- b) an outline of all the other terms and conditions of the proposed lease;
- c) the total proposed lease amount.

Prospective Tenant shall have ten (10) days from such offer to elect in writing to lease the Hangar Property for the price and in the manner described in the offer. If Prospective Tenant within the ten (10) day period elects to lease, then Prospective Tenant shall provide written notice to the City and the lease shall be executed within twenty (20) days after Prospective Tenant has given such written notice.

If as a result of the process set forth above, Prospective Tenant has not elected to lease, then the City shall have the right to lease the Hangar Property to the third party tenant.

3.2 Payment/Lease Credit. As consideration for the Right of First Refusal granted to Prospective Tenant in Section 3.1 above, Prospective Tenant has paid City \$100.00 the receipt of which City acknowledges. In the event that the parties enter into a lease for the Hangar Property, the \$100.00 payment shall be credited, by City, to rent payable thereunder.

3.3 Termination. The rights granted to Prospective Tenant hereunder, including, specifically the Right of First Refusal created by Section 3.1, shall terminate on the earlier of the following:

- a.) March 3, 2025.
- b.) Such time as the Prospective Tenant and City enter into a lease for the Hangar Property.

ARTICLE 4
MISCELLANEOUS

4.1 Headings. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

4.2 Modifications. All modification to this Agreement must be in writing and signed by the parties hereto.

4.3 Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

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

4.5 Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

4.6 Binding Upon the Hangar Property. This Agreement runs with the Hangar Property and shall be binding upon the Hangar Property.

4.7 Binding Upon Parties and Assigns. This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

4.8 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, waive 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.

ARTICLE 5
NOTICE TO PUBLIC

5.1 Notice to Public. Upon recording, this Agreement shall serve as notice to the public of Hans Meyer's right of first refusal to lease the Hangar Property.

ARTICLE 6
NOTICES

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

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

If to Prospective Tenant: Hans Meyer
5200 46th Ave South
Minneapolis, MN 55417

hdmeyer@gmail.com
612-232-3329

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

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

City of South St. Paul

By: _____
Jimmy P. Francis
Its: Mayor

By: _____
Deanna Werner
Its: City Clerk

By: _____
Hans Meyer

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2024, by Jimmy P. Francis and Deanna Werner, the Mayor and City Clerk respectively of the City of South St. Paul, a Minnesota municipal corporation on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me, a notary public, on the _____ day of _____, 2024, by Hans Meyer.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF HANGAR PROPERTY

Lot 8, Block 1, Airport Rearrangement 4th Addition.

According to the plat thereof on file and of record in the office of the Dakota County Recorder.



AGENDA ITEM: Award Hazardous Materials Survey and Testing for Library Adaptive Reuse Study to Braun Intertec

ACTION TO BE CONSIDERED:

Award hazardous materials survey and non-destructive testing as part of the Library Adaptive Re-Use Feasibility Study for the Former South St. Paul Library to Braun Intertec.

OVERVIEW:

In 2023, the City learned it would be receiving funding through a grant from the Minnesota Department of Employment and Economic Development (DEED) in the amount of \$175,000 to help study options for repurposing the former South St. Paul Library. In August, the City Council awarded the study to New History, a highly qualified firm that specializes in historic building reuse. As part of the study, Braun Intertec will be conducting non-destructive hazardous material inspections to better understand the existing site conditions. For liability purposes, the City is going to contract this work directly with Braun Intertec instead of through New History. The City has worked with Braun Intertec on numerous projects in a similar capacity. Contracting these services through Braun Intertec will not have any impact on the total project cost as New History had budgeted \$10,000 for Braun's testing as part of their total \$150,000 project cost. New History has adjusted their project cost to reflect Braun's testing being contracted with the City.

RECOMMENDATION:

Staff recommend awarding the materials survey and non-destructive testing for the Library Adaptive Re-Use Study to Braun Intertec.

SOURCE OF FUNDS:

DEED Grant (\$175,000)

ATTACHMENTS:

A- Draft Professional Services Agreement with Braun Intertec

ATTACHMENT A
DRAFT PROFESSIONAL SERVICES AGREEMENT WITH BRAUN INTERTEC

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and executed this _____ day of _____, 2024, by and between the City of South St. Paul, 125 3rd Avenue North, South St. Paul, MN 55075, (“City”) and Braun Intertec Corporation, 11001 Hampshire Avenue South, Minneapolis, MN 55438 (“Consultant”).

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

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

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

1. SERVICES.

- a. City agrees to engage the Consultant as an independent contractor for the purpose of performing certain professional services (“Services”), as defined in the following documents:
 - i. Consultant’s proposal submitted to Monika Miller, the Associate Planner for the City, dated July 3, 2024 for Non-Destructive Hazardous Building Materials Inspection for the South St. Paul Library Adaptive Re-Use Feasibility Study (the “Adaptive Re-Use Feasibility Study”) incorporated herein as Exhibit A;
 - ii. City Council Agenda Report dated September 3, 2024, awarding the Contract for the Non-Destructive Hazardous Building Materials Inspection for the South St. Paul Library Adaptive Re-Use Feasibility Study (the “Report”) incorporated herein as Exhibit B.

(Hereinafter “Exhibits.”)

- b. Consultant shall begin performance of the Services, as set forth in Exhibit A, upon execution of this Agreement and must complete all Services by May 31, 2025 unless agreed to in writing by the City.
- c. Consultant covenants and agrees to provide and perform the Services to the reasonable satisfaction of the City in a timely fashion, as set forth in the Exhibits, subject to Section 7 of this Agreement.
- d. Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement. Consultant represents and warrants that it has the requisite training, skills, and experience

necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities.

2. PAYMENT.

- a. City agrees to pay and Consultant agrees to receive and accept payment totaling \$10,000 for the Services as set forth in the Exhibits.
- b. Any changes in the scope of the work of the Services that may result in an increase to the compensation due the Consultant shall require prior written approval by the authorized representative of the City or by the City Council. The City will not pay additional compensation for Services that do not have prior written authorization.
- c. Consultant shall submit itemized bills for the Services provided to the City on a monthly basis. Bill submitted shall be paid in the same manner as other claims made to the City.

3. TERM. The term of this Agreement shall commence on the date this Agreement is signed by both parties and terminate upon the completion of the Services set forth in the Exhibits hereto. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the same terms and conditions as herein stated.

4. TERMINATION.

- a. Termination by Either Party. This Agreement may be terminated by either party upon thirty (30) days' written notice delivered to the other party to the addresses listed in Section 13 of this Agreement. Upon termination under this provision, if there is no default by the Consultant, Consultant shall be paid for the Services rendered and reimbursable expenses incurred until the effective date of termination.
- b. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure the default or to submit a plan to cure the default that is reasonably acceptable to the other party.

5. SUBCONTRACTORS. Consultant shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor.

6. STANDARD OF CARE. In performing its Services, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided. No warranty,

express or implied, is made or intended by Consultant's undertaking herein or its performance of the Services.

7. DELAY IN PERFORMANCE. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
8. CITY'S REPRESENTATIVE. The City has designated Monika Miller, Associate Planner to act as the City's representative with respect to the Services to be performed under this Agreement. She shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.
9. PROJECT MANAGER AND STAFFING. The Consultant has designated Justin Michael to be the primary contact for the City in the performance of the Services. They shall be assisted by other staff members as necessary to facilitate the completion of the Services in accordance with the terms established herein. Consultant may not remove or replace these designated staff without the approval of the City.
10. INDEMNIFICATION.
 - a. Consultant and City each agree to defend, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses (including, but not limited to, reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
 - b. Consultant shall indemnify City against legal liability for damages arising out of claims by Consultant's employees, and/or subcontractors, except to the extent caused by City. City shall indemnify Consultant against legal liability for damages arising out of claims by City's employees, except to the extent caused by Consultant.
 - c. The attorney fee indemnification obligations of the parties under this section are contingent upon the indemnified party: (i) notifying the indemnifying party

promptly of the claim and tendering to that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) if the tender is accepted, giving the indemnifying party, at the expense of the indemnified party, reasonable cooperation; provided, however, that the failure of the indemnified party to promptly give the indemnifying party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the indemnified party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

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

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

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

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

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

If to City: City of South St. Paul
 125 3rd Ave. N.
 South St. Paul, MN 55075
 Attention: Monika Miller, Associate Planner

Or e-mailed: mmiller@southstpaul.org

If to Consultant: Braun Intertec Corporation
11001 Hampshire Avenue South
Minneapolis, MN 55438
Attention: Justin Michael

Or e-mailed: JMichael@braunintertec.com

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

15. GENERAL PROVISIONS.

- a. Assignment. This Agreement is not assignable without the mutual written agreement of the parties.
- b. Waiver. A waiver by either City or Consultant of any breach of this Agreement shall be in writing and signed by both parties. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- c. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota and any action must be venued in a federal or state court with jurisdiction over Dakota County, Minnesota.
- d. Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
- e. Data Practices Compliance. All data collected by the City pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

CITY OF SOUTH ST. PAUL

By: _____
James P. Francis, Mayor

ATTEST:

By: _____
Deanna Werner, City Clerk

Date: _____

Braun Intertec Corporation

By: _____

Its: _____

Date: _____

Exhibit A



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

July 3, 2024

Ms. Monika Miller
Associate Planner
City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075

Re: Proposal for Environmental, Building Sciences and Grant Related Consulting Services
Former South St. Paul Public Library Site
106 Third Avenue North
South Saint Paul, Minnesota

Dear Ms. Miller:

Braun Intertec Corporation is pleased to present this proposal for environmental consulting and building science services related to the proposed future redevelopment of the above-referenced site (Site). This proposal outlines the Scope of Services and provides estimated costs for the proposed work. Braun Intertec received and reviewed the *Request for Proposal, Adaptive Re-Use Feasibility Study, Former South St. Paul Public Library*, prepared by the City of South St. Paul (the City) and dated June 2024 (2024 SSTP Library RFP) and the report prepared by LSE Architects, dated November 14, 2016, and prepared for the Site building.

Scope of Services

Task 1 – Non-Destructive Hazardous Building Materials Inspection

The goal of the inspection will be to identify potentially hazardous building materials (HazMat) that require separate handling and/or disposal prior to the proposed renovation or demolition of the existing Site buildings. The inspection will be conducted by our experienced and accredited asbestos inspectors. Our representatives will perform the following services:

- Review available documentation provided by current owner with regard to asbestos-containing materials (ACM), lead-based paint (LBP), poly-chlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous material.
- Visually examine accessible areas and identify the locations of suspect asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury, and other miscellaneous hazardous materials.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos. Examples of materials to be collected for analysis include, but are not limited to: floor tile, linoleum flooring, wall and ceiling plaster, suspended and acoustical ceiling tile, sheetrock, thermal system insulation, textured ceiling material and fireproofing.

- Conduct limited LBP testing of various building components that might be impacted by potential future renovation projects. The various painted surfaces suspected of containing lead will be tested using a Niton X-ray fluorescence (XRF) spectrum analyzer. The Niton is a portable, non-destructive, in-situ test and measurement instrument.
- Document the various materials current conditions and estimated quantities of ACM.
- Generate a final report, documenting the sample locations, analysis results, conditions, and ACM estimated quantities.

The Braun Intertec personnel conducting the inspection are fully accredited asbestos inspectors, in accordance with state and federal regulations. Asbestos analysis will be performed by a laboratory that is accredited for polarized light microscopy (PLM) asbestos bulk sample analysis by the National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program.

Reporting

Following completion of the fieldwork and laboratory analysis, we will submit a written report detailing the above information with the sample locations and analysis results.

Assessment Limitations

In any building the potential exists for hazardous material to be located inside walls, above ceilings, under floors, buried underground, and other inaccessible areas. This inspection will attempt to identify hazardous material in these inaccessible areas. However, it is not feasible to inspect 100 percent of these areas. Therefore, Braun Intertec cannot be held responsible for the presence of any such hidden materials.

Sampling of materials for asbestos content involves the collection of a small piece of that material. Some damage is inevitable. However, every effort will be made to limit cuts and holes to discreet locations. Our representative will not be responsible for repairing materials damaged during sampling.

Note: A destructive ACM investigation is required by the MPCA prior to any building renovation or demolition. It is recommended that a destructive ACM investigation is performed prior to any renovation or demolition activity.

Note: In order to maintain the integrity of the roof systems, no roofing materials will be sampled as part of this inspection. For the purpose of this inspection, roofing and flashing materials will be assumed to contain asbestos until proven otherwise by sampling and analysis. If it is determined that roofing repairs and/or work will be completed as part of the renovation activities, sampling and analysis can be provided under separate contract.

Task 2 – Tax Increment Finance District Assessments

We understand the City is evaluating potential reuse options for the Site and/or its existing building. In consideration of evaluation of potential Site reuse, a TIF District for the former South St. Paul Library property may facilitate better and higher uses for the Site/subject property. Data and prior reports on the Site provided to us by the City, were used to develop this scope of work.

Braun Intertec would assess the property, in accordance with the provisions Minnesota Statutes 469.174, Subdivision 10 and 10a, which are the requirements for a TIF District.

There are coverage tests for the site, plus assessment for building code issues and deficiencies of the following major topics:

- Roof and framing elements
- Support walls, beams, and headers
- Foundation, footings, and subgrade conditions
- Light and ventilation
- Fire protection, including egress
- Interior utilities
- Flooring and flooring elements, including asbestos
- Walls, insulation, and exterior envelope

Our engineer and architect would assess the above items. The assessment will include, when available, preliminary reviews of available and relevant drawings, specifications, reports and records, and brief interviews with the tenant representative, property manager and/or maintenance personnel who may have knowledge about the property.

The assessment also includes a “walkthrough” of the property. If possible, we prefer that a building engineer or maintenance staff member accompany us during a walkthrough of the building. During the walkthrough, observations will be made to note the general condition of the property and to locate visible defects in the materials and building systems.

We will contact the local building official and fire marshal and inquire about code compliance issues.

Unless specifically requested, the scope of these services will not include testing materials or systems, or engineering services such as performing calculations to determine the adequacy of the existing design.

Repair and replacement costs would be estimated from published sources, database data, and information from contractors.

Our report will describe our findings with text and photographs. We will also provide opinions of probable costs to remedy physical deficiencies.

Task 3 – Grant Identification and Application Assistance

To facilitate planning and/or redevelopment, public investigation, redevelopment, and/or cleanup grants might be suitable. It is noted that the City will need to provide a resolution of support for selected grant applications.

Braun Intertec will assist the City and the rest of the project team in preparation and submittal of appropriate and applicable grant applications to facilitate further Site investigation and/or to facilitate a proposed redevelopment project. Braun Intertec will correspond with the City and design team

members as needed to obtain the information required to prepare the grant applications for the November 1, 2024 and February 2025 grant cycles.

Cost Estimate

Braun Intertec Corporation proposes to provide the services noted above on a Time and Materials basis. The following is our proposed cost estimate for the work as outlined above.

Service Description	Cost
Non-Destructive HazMat Inspection	10,000
TIF District Assessments	9,500
Grant Application Assistance Services	7,000
Total Project	\$26,500 \$10,000

Braun Intertec will begin the project upon receipt of your authorization. The estimated cost of ~~\$26,500~~ **\$10,000** presented is based on the Scope of Services described and the assumption that the proposal will be authorized within 30 days and that the project will be completed within the proposed schedule. If the scope changes or additional tasks are requested from what is initially outlined above, we will notify you and coordinate on additional fees accordingly prior to proceeding with the work.

Scheduling

Upon receipt of a signed copy of this proposal, the following project deadlines and/or milestones are anticipated to be achieved:

- ~~TIF District Assessment~~ **HazMat – Mobilize to the site within 2 weeks to complete field scope of services to facilitate reuse planning and/or cleanup plan preparation.**
- ~~Report and exhibits completed within 4 weeks~~

Acceptance of Proposal/General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. This proposal is being sent in an electronic version **only**. The Braun Intertec General Conditions are included with this proposal and are a part of our agreement. After reviewing this proposal, ***please sign and return one copy to Braun Intertec as notification of acceptance and authorization to proceed.***

Braun Intertec appreciates the opportunity to provide professional services for you on this project. If you have any questions regarding this proposal, please feel free to contact Justin Michael at 952.995.2617 (jmichael@braunintertec.com) or Chuck Brenner at 612.658.0108 (cbrenner@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Justin P. Michael, PG
Senior Scientist

Charles R. Brenner, PE, LEED AP
Vice President, Principal Engineer

Attachments:
Company Overview
Resumes
General Conditions – (1/1/2018)

c: Mr. Kirk Davis – New History
Ms. Meghan Elliot – Jillpine Development

The proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

EDUCATION

B.S., Civil Engineering
University of Wisconsin, Platteville

Graduate-Level Coursework
Engineering and Geology
University of Wisconsin, Madison

Minnesota Management Institute
Carlson School of Business
University of Minnesota

PROFESSIONAL REGISTRATIONS

MN: Professional Engineer
No. 19479

WI: Professional Engineer
No. E-25068

MI: Professional Engineer
No. 44758

CERTIFICATIONS

U.S. Green Building Council LEED Accredited
Professional

Fall Protection Training

Confined Space Entry Training

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Concrete Institute

Consulting Engineers Council of Minnesota

American Council of Independent Laboratories

Mr. Brenner has extensive training and experience with construction issues related to building envelopes, pavements, landfills and industrial plants. He performs property condition assessments, investigates failures and prepares recommendations for historic building restorations. He assesses water damage due to leaks and floods, and consults on mold in buildings.

CONSTRUCTION TESTING

- *Ashland Petroleum, St. Paul Park, MN* — Construction testing of rock anchor installation, piling installation, foundation construction and clay liners.
- *Caterpillar Paving Products, Inc., Brooklyn Park, MN* — Construction and environmental testing for an assembly plant and storage tank facility.
- *Northern States Power Resource Center, Maple Grove, MN* — Testing of clay and HDPE pond liners.
- *Andersen Corporation, Bayport, MN* — Construction testing for a reinforced concrete factory addition; assessment of wood-framed roof.
- *Technical and Vocational Institute, St. Paul, MN* — Construction testing for a multi-story, steel-framed office building.
- *Rayovac World Headquarters, Madison, WI* — Construction testing for a post-tensioned concrete structure and parking areas.
- *The Nestle Company, Burlington, WI* — Geotechnical investigations and construction testing for steel-framed factory and warehouse additions.
- *Frito-Lay Corporation, Rockport, IL* — Construction testing for a steel-framed warehouse building and truck parking lot.
- *Oscar Mayer Headquarters, Madison, WI* — Pile load test and pile driving observations.
- *Wal-Mart Distribution Center, Menomonie, WI* — Earthwork, structural steel and concrete reinforcing inspection for a 1.2-million-square-foot warehouse on a 150-acre site.

CONSULTATION/TESTING SERVICES

- *Confidential Client, Fargo, ND* — Structural materials and indoor air quality consultation for medical clinic impacted by 2000 flood.
- *City of Grand Forks (ND) and Grand Forks Schools* — Structural materials, environmental health and safety consulting for restoration and reconstruction after 1997 flood of the Red River of the North; evaluated and tested 30 buildings.
- *Condominiums and Commercial Properties, Twin Cities, MN* — Assessed numerous properties for water leaks and mold.
- *Monsanto Corporation, Trenton, MI* — Consultation and testing of concrete tank enclosures.

CHARLES R. BRENNER, PE, LEED AP

Vice President/Principal Materials Engineer

- *University of Minnesota* — Consultation on numerous existing building envelope issues.
- *Property Condition Assessments* — Observer or reviewer on numerous commercial, industrial and multi-family housing projects.

PAVEMENT/BITUMINOUS

- *Credit Union National Association, Madison WI* — Testing for parking ramp repairs.
- *City of Madison, WI* — Asphalt pavement and aggregate testing program.
- *US Highway 51, Rochelle, IL* — Pavement, bridge structure and base course materials inspections.
- *Madison Area Technical College (MATC), Madison, WI* — Earthwork, concrete, fireproofing, pavement and bolted connections testing for new 1,000-acre college campus at a former air force base site. Utilized existing concrete on site for soil stabilization and structural fill. Performed geotechnical investigations and designed parking lot pavements.
- *Kmart Centers, Baraboo and Mauston, WI* — Special consultation on soil correction using geo-textile.
- *City of Saint Paul, MN* — Construction testing of soils, aggregates, concrete and bituminous materials, during a seven-year sewer separation project.

RAILROADS

- *Union Pacific Railroad, Inver Grove Heights, MN* — Soil borings and geotechnical report for a proposed intermodal facility. Addressed existing fill issues and pavement design for a car unloader with 125K axle weight.
- *Burlington Northern Santa Fe Railroad, Aberdeen, SD* — Soil borings and geotechnical report that addressed soft clay soil and high groundwater.
- *Former Milwaukee Road Roundhouse Site, Madison, WI* — Soil borings and geotechnical report addressing existing fill issues for redevelopment.
- *Former Great Northern Roundhouse Site, Maplewood, MN* — Soil borings, environmental screening and geotechnical report related to site acquisition.

RESTORATION ENGINEERING

- *Upper Mississippi River Locks and Dam 4 and 5* — Concrete condition investigation of 1930s construction.
- *Ramsey County Government Center East, St. Paul, MN* — Restoration engineering for 1905 masonry and reinforced concrete structure. Performed extensive destructive and non-destructive testing.
- *U.S. Paper Mills, Menasha, WI* — Structural investigation of 100-year-old plant.
- *Itasca Buildings, Minneapolis, MN* — Masonry restoration assessment and inspections.

EDUCATION

B.S., Geology, Chemistry Minor,
University of Minnesota

PROFESSIONAL REGISTRATIONS

Professional Geologist
License No. 57703

CERTIFICATIONS

Minnesota Department of Health
Accredited Asbestos Inspector
No. AI12434

40-Hour HAZWOPER Certification and annual
refresher training

10-Hour OSHA Construction Outreach Training

OSHA 29 CFR 1910.132
Personal Protective Equipment Training

OSHA 29 CFR 1910.134
Respiratory Protection Training

Fall Protection Training

Confined Space Entry Training

PROFESSIONAL AFFILIATIONS

AIPG Professional Member
MEM-2861

Mr. Michael has worked in the environmental field since 2012 and has experience with environmental investigations, remediation, and project management. Justin is responsible for conducting Phase I Environmental Site Assessments (ESAs), Phase II ESAs, hazardous building material surveys, environmental grant cleanup applications, coordinating with Minnesota Pollution Control Agency (MPCA) staff, and administering construction oversight. Justin has been involved with projects related to remedial investigations, petroleum release sites, and hazardous waste sites. His experience also includes data evaluation and preparation of technical environmental documents.

PROJECT EXPERIENCE

- *Amber Union, Falcon Heights, Minnesota* — A modern housing project that reused a historic building, the former Grain Terminal Association headquarters, in Falcon Heights, Minnesota that required remediation of asbestos, lead-based paint, other regulated building materials, contaminated soil cleanup, and soil vapor intrusion mitigation engineering controls to facilitate building conversion. Mr. Michael was responsible for overseeing the remediation contract with the owner, implementing cleanup plans, enforcing project budgets, management of environmental cleanup grant monies, testing, and facilitating issuance of final regulatory closure letters for the project.
- *The Nordic, Minneapolis, Minnesota* — A mixed-use market rate housing and office project located in the Warehouse District of downtown Minneapolis that required remediation of a historic neighborhood dump. Mr. Michael was responsible for overseeing completion of environmental remediation services, management of environmental cleanup grant monies, testing, and closure reporting.
- Mr. Michael has assisted or overseen the cost-effective management and coordination of remedial activities for dozens of commercial brownfield redevelopments for clients, which included the installation of vapor intrusion mitigation systems, groundwater and soil remediation, and removal and disposal of other regulated materials.

BRAUN **INTERTEC**

The Science You Build On.



Company Overview

June 17, 2021

Ms. Monika Miller
City of South St. Paul
125 Third Avenue North
South St. Paul, MN 55075

Dear Ms. Miller,

Braun Intertec Corporation is pleased to submit this statement of qualifications package for your review. Our interdisciplinary approach is based on creative problem solving, proactive planning, and comprehensive support from Braun Intertec experts to provide a mix of services to meet our clients' needs in the most efficient and timely manner.

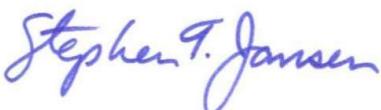
OUR SCIENCE, YOUR SOLUTIONS. | Founded in 1957, Braun Intertec provides environmental consulting, geotechnical engineering, and materials testing solutions in the private and public sectors. Each day our 100% employee-owned company strives to become your consultant, the one you turn to time after time to get the job done. We accomplish this by providing reliable, cost-effective and innovative solutions - that's what we've been delivering for more than 60 years.

INDUSTRY EXPERIENCE | At Braun Intertec our science happens because of our people. Our team of more than 1,000 engineers, managers and field personnel specialize in more than 100 technical disciplines. We're collaborators with the passion to build innovations that solve your challenges. With customization as our standard and safety as our priority, Braun Intertec can provide quality solutions and recommendations for your engineering, design, and testing challenges.

AVAILABILITY AND COMMITMENT | Our philosophy and demonstrated experience with similar engagements has been to provide staffing continuity throughout the duration of the contract for timely completion of the work and to strive to maintain the integrity of project schedules. If selected for this contract, it is our intention that the personnel assigned to individual projects will become members of the project's team as long as their services are required. We anticipate times when key members of the team will need to devote 100% of his or her time to the project in order to meet the desired schedule, and each person is prepared to do so.

We appreciate the opportunity to present this statement of qualifications to you. If you have any questions regarding our qualifications or if you need additional information, please contact Steve Jansen at 612.599.2219 or at SJansen@braunintertec.com

Sincerely,
BRAUN INTERTEC CORPORATION



Stephen T. Jansen, MS, PG
Vice President, Principal Scientist

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work (“Services”), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



CITY COUNCIL AGENDA REPORT
DATE: 9/3/2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR:RG

9-A

AGENDA ITEM:

Public Hearing on an application for an On Sale/Sunday Intoxicating Liquor License at 111 Concord Exchange South, South St. Paul.

ACTION TO BE CONSIDERED:

A public hearing to be held to consider the application for an On Sale/Sunday Intoxicating Liquor License by TL Networks, LLC DBA: Casa Luna Hall located at 111 Concord Exchange South, South St. Paul. The applicant is also seeking a 2 AM Close Permit.

OVERVIEW:

The City has received an application for an On Sale/Sunday Liquor License from TL Networks, LLC with a business name of Casa Luna Hall, located at 111 Concord Exchange South, in South St. Paul. The applicants already own the business and have an existing Consumption & Display Permit. They are seeking to expand the business and be able to sell and serve liquor on the premises. The Consumption & Display Permit will expire on December 31, 2024, however, the owner does not intend to exercise this permit if a On Sale license is approved. In addition, the owner is seeking a 2 AM Close Permit. At this time, there is one other 2 AM Permit allowing alcohol to be sold and served until 2:00 AM in the City of South St. Paul.

The applicants have provided all the required documents. A background investigation has been conducted by the Police Department and there are no concerns.

Staff is recommending the hearing be scheduled for Tuesday, September 3, 2024.

SOURCE OF FUNDS: N/A



Agenda Item:

First Reading – Ordinance Establishing a Domestic Partnership Registration program in the City of South St. Paul.

Action to be considered:

A First Reading of an Ordinance Establishing Chapter 20 of the City Code, Domestic Partnership Registration Program.

Overview:

At the July 22nd Work Session, discussion took place regarding the creation of a Domestic Partnership Registration Program in SSP in response to correspondence from citizens in the City of South St. Paul, to members of the City Council asking the city to consider such a program. Consensus of the Council was this was a program that could be instituted and administered without significant cost or time commitment to city staff.

Domestic Partnership Registrations allow a cohabitating but unmarried or otherwise unrelated couple to register as domestic partners for a nominal fee and receive a certificate that verifies their registration. Registration of a Domestic Partnership serves purposes for the couple that may include eligibility for certain benefits or protections voluntarily provided by employers as well as to be recognized as a health care agent for their domestic partner.

At least 19 municipalities in the State have adopted ordinances related to Domestic Partnership Registration, including Egan and Northfield in Dakota County, several other Twin Cities Suburbs, and communities such as Rochester and Duluth.

The program will be administered out of the City Clerk's Office for one-time fee of \$25.00 per registration. The registration will be in force until such time that one of the parties to the registration terminates the registration. In addition to the proposed ordinance establishing this program, the proposed Registration Form and Certificate of Registration are attached.

Funding Source:

N/A, this program will not have any significant costs to the city for administration of the program.

**City of South St. Paul
Dakota County, Minnesota
Ordinance No. 14XX**

**AN ORDINANCE ESTABLISHING A DOMESTIC PARTNERSHIP REGISTRATION
PROGRAM**

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

SECTION 1. ENACTMENT. South St. Paul City Code Chapter 20 is hereby enacted as follows:

Chapter 20 DOMESTIC PARTNERSHIP REGISTRATION

ARTICLE I. IN GENERAL

Sec. 20-1. -Purpose.

The City of South St. Paul authorizes and establishes a voluntary program of registration of domestic partners. The domestic partnership registry is a means by which unmarried, committed couples who share a life and home together may document their relationship.

South St. Paul's domestic partnership ordinance is a City ordinance and does not create rights, privileges, or responsibilities that are available to married couples under State or federal law. The City of South St. Paul cannot and will not provide legal advice concerning domestic partnerships. Applicants and registrants may wish to consult with an attorney for such advice including, but not limited to: wills, medical matters, finances and powers of attorney, children and dependents, medical, health care and employment benefits.

Sec. 20-2. -Definitions.

The following words and phrases used in this Code of Ordinances have the meanings given in this Section.

- (a) Domestic partner. The term "domestic partner" means any two (2) adults who meet all of the following:
- (1) Are not related by blood closer than permitted under marriage laws of the State.
 - (2) Are not married under the laws of this State.
 - (3) Are competent to enter into a contract.
 - (4) Are jointly responsible to each other for the necessities of life.
 - (5) Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
 - (6) Do not have any other domestic partner(s).

- (7) Are both at least 18 years of age.
- (8) At least one (1) of whom resides in South St. Paul or is employed in South St. Paul.
- (b) Domestic partnership. The term "domestic partnership" shall mean a significant relationship between domestic partners, which may be evidenced by:
 - (1) A valid registered domestic partnership with a governmental body pursuant to local, state or other law authorizing such registration, including a domestic partnership registration with the City of South St. Paul.
 - (2) Marriages that may be legally recognized as a contract of lawful marriage in another local, State or foreign jurisdiction, but for the operation of Minnesota law. The term "domestic partnership" shall be construed liberally to include unions, regardless of title, in which two individuals are committed to one another as married persons are traditionally committed, except for the traditional marital status and solemnities.

20-3. -Registration of Domestic Partnerships.

- (a) Application. The City Clerk shall accept an application in a form provided by the City to register domestic partners who state in such application that they meet the definition of domestic partners.
- (b) Application fee. The City Clerk shall charge an application fee for the registration of domestic partners and shall charge a fee for providing certified copies of registrations, amendments, or notices of termination. The fees required by this subsection shall be established from time to time by resolution of the City Council and set forth in the City's annual Fee Schedule.
- (c) Certificate. The City Clerk shall provide each domestic partner with a registration certificate. The registration certificate shall not be issued prior to the third working day after the date of the application.
- (d) Evidence. This application and certificate may be used as evidence of the existence of a domestic partner relationship.
- (e) Records. The City Clerk shall keep a record of all registrations of domestic partnership, amendments to registrations and notices of termination. The records shall be maintained so that amendments and notices of termination are filed with the registration of domestic partnership to which they pertain.
- (f) Data. The application and amendments thereto, the registration certificate, and termination notices shall constitute government data and will be subject to disclosure pursuant to the terms of the Minnesota Government Data Practices Act.

20-4. -Amendments.

The City Clerk may accept amendments for filing from persons who have domestic partnership registrations on file, except amendments that would replace one (1) of the registered partners with another individual.

20-5. -Termination of Domestic Partnership.

Domestic partnership registration terminates when the earliest of the following occurs:

- (a) One (1) of the partners dies; or
- (b) 45 days after one (1) partner:
 - (1) Sends the other partner written notice, on a form provided by the City, that he or she is terminating the partnership; and
 - (2) Files the notice of termination and an affidavit of service of the notice on the other partner with the City Clerk.

20-6. -Benefits.

- (a) This Section does not create any rights, privileges, or responsibilities for domestic partners other than those expressly provided in this Section.
- (b) City fees for services. If the City offers a family fee, family membership or family registration for any City-provided program or service, domestic partners are entitled to the same family fee, family membership or family registration.
- (c) Other code provisions. Domestic partners shall be entitled to rights or benefits as expressly provided by this code for registered domestic partners.

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

The ordinance establishes a program for registering domestic partnerships at the municipal level in South St. Paul.

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

Approved: _____

Published: _____

Deanna Werner, City Clerk



Domestic Partnership Registration Application

Return to: City of South St. Paul,
City Clerk's Office
125 3rd Ave N,
South St. Paul, MN 55075

Application fee: \$25 - Please make checks payable to the City of South St. Paul

- This form must be signed in front of a Notary Public.
- Information on this form is public and will be provided to all requestors per the Minnesota Data Practices Act.

We hereby apply to register as Domestic Partners. We affirm the following:

1. We have read and understand the terms and conditions of Chapter 20-1 - 20-6, of the South St. Paul City Code.
2. We meet the definition of Domestic Partners found in South St. Paul City Code Chapter 20-2, which includes all the following:
 - We are not related by blood closer than permitted under marriage laws of the state of Minnesota.
 - We are not married.
 - We are competent to enter into a contract.
 - We are jointly committed to each other for the necessities of life.
 - We are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
 - We do not have any other domestic partner(s).
 - We are both at least 18 years of age.
 - We are residing together and at least one party to the registration works or resides in the City of South St. Paul.

Name of applicant #1: _____

Address: _____

Signature of applicant #1: _____

Notary

State of Minnesota

County of _____

Signed and sworn to before me on _____ by _____
Date (applicant #1 name)

Signature of notary official _____

Notary Stamp

My commission expires: _____

Name of applicant #2: _____

Address: _____

Signature of applicant #2: _____

Notary

State of Minnesota

County of _____

Signed and sworn to before me on _____ by _____
Date (applicant #1 name)

Signature of notary official _____

Notary Stamp

My commission expires: _____

Registrant #: 00015231

Issued Date: 08/01/2024



City of South St Paul

Domestic Partnership
Registration

NOT TRANSFERABLE
ONLY VALID WITH AUTHORIZED
SIGNATURE AND OFFICIAL CITY SEAL

Registrants:

Jane Doe
John Smith

1234 1st Ave S
South St. Paul MN 55075

SEAL

Deanna Werner
City Clerk

CUT HERE

City of South St Paul

Receipt for Registration: 00015231

Fees

<u>License Description</u>	<u>Type</u>	<u>Units</u>	<u>Fee</u>
Domestic Partnership Registration			\$25.00
Total:			\$25.00

Payments

<u>Payment Date</u>	<u>Payment</u>	
	\$0.00	
Total:		\$0.00

Balance Due

Balance Due: \$25.00

License Address: 1234 1st Ave S
South St. Paul MN 55075

Mail To:

Jane Doe & John Smith
1234 1st Ave N
South St. Paul MN 55075