

AppoCity of South St. Paul

CITY COUNCIL
COUNCIL CHAMBERS
125 3RD AVE NORTH
SOUTH ST. PAUL, MN 55075

Monday, August 19, 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. Introduction – Police K9 “Doug”
- B. Introduction – Police Officer Mohamed Yussuf
- C. Introduction – Police Officer Rodney Hillskotter
- D. Presentation/Invitation: Lois Glewwe Suffrage Memorial

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 5, 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

9. PUBLIC HEARINGS:

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

10. GENERAL BUSINESS:

- A. Conditional Use Permit for On-Sale Liquor at 111 Concord Exchange South

11. MAYOR AND COUNCIL COMMUNICATIONS:

- 12. CLOSED SESSION:** 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* – No Attachment

12. ADJOURNMENT:

**SOUTH ST. PAUL CITY COUNCIL
MINUTES OF AUGUST 5, 2024**

8-A

1. Mayor Jimmy Francis called the regular meeting of the City Council to order at 7:00 PM on August 5, 2024.

2. **ROLL CALL:**
Present: Council Members, Bakken, Hansen, Kaliszewski, Seaberg, Thompson, Mayor Francis

Absent: Council Member Podgorski

Staff Present: City Administrator, Ryan Garcia
City Attorney, Amanda Johnson
City Clerk, Deanna Werner
City Engineer, Nick Guilliams
Associate City Planner, Monica Miller

3. Deanna Werner gave the invocation.

4. Pledge of Allegiance

5. Presentations:
 - A. Presentation/Invitation: St Mary’s Coptic Orthodox Church
 - B. Presentation: SSP Troop 9095 Check Presentation

6. Citizen Comments: Nicole Larson

7. **Agenda**
Moved by: Thompson/Kaliszewski
Moved: To approve the amended agenda.
Vote: 6 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 July 15, 2024
 - B. Accounts Payable
 - C. Business Licenses
 - D. Accept Letter of Resignation – Hailey Nelson
 - E. Approve Contract with Neo Electrical Solutions for the Airport Beacon Replacement Project at the South St. Paul Airport
 - F. Conditional Employment Offer – Community Service Officer
 - G. Award Project to New History for Library Adaptive Re-Use Feasibility Study
 - H. Approve Professional Services Agreement with Swanson Haskamp Consulting, LLC for the South Concord Corridor Study
 - I. Donations

- J. Approve Conditional Job Offer for Finance Support Specialist
- K. Approve Bid from WWGoetsch Assoc Inc for Replacement of Lift Pump Impellor/Volute and Wear Plate

Moved by: Kaliszewski/Seaberg
Vote: 6 ayes / 0 nays, motion carried.

9. Public Hearings:

- A. Public Hearing – On Sale Intoxicating Liquor/Sunday Liquor at 600 Concord St. N, South St. Paul, Michelandia Bar & Centro Botanero, LLC.

Moved by: Hansen/Bakken
Moved: Public Hearing seeking approval of a On Sale Intoxicating Liquor/Sunday Liquor at 600 Concord St. N, South St. Paul, Michelandia Bar & Centro Botanero, LLC.
Vote: 6 ayes / 0 nays, motion carried.

10. General Business:

- A. Termination of Preliminary Development Agreement – Wakota Crossing

Moved by: Bakken/Thompson
Moved: Approval of Termination Agreement – Wakota Crossing
Vote: 6 ayes / 0 nays, motion carried.

- B. 2nd Reading – Ordinance 1426 an Amendment Overhauling Standards for Signage in the City Code.

Moved by: Thompson/Seaberg
Moved: Approval of Ordinance 1426, Overhauling Standards for Signage in the City Code.
Vote: 6 ayes / 0 nays, motion carried.

11. Council Communication

12. Adjournment

Moved by: Seaberg/Thompson
Moved: Adjourn the meeting.
Vote: 6 ayes / 0 nays, motion carried.

The meeting was adjourned at 7:50 PM.

Approved: August 19th, 2024

City Clerk



City Council Agenda
Date: August 19, 2024
Department: Finance
Prepared by: Jeff Hines
Administrator: RG

8-B

Agenda Item: Accounts Payable

Action to be considered:

Motion to Adopt Resolution 2024-101 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. 2024-101

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:	
151297-151453	\$ 2,090,964.52
2024228-2024238	220,984.93
801076-801082	<u>168,655.85</u>
Total	\$ 2,480,605.30

Adopted this 19th day of August, 2024.

Deanna Werner, City Clerk

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

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151305	8/12/2024		12717 COBB, GARY						Continued...	
151306	8/12/2024		6856 COMMERCIAL & RESIDENTIAL ROOFING							
		1,850.00	RMV/RPL UTILITY ROOF-NVPOOL		115504	05132024	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		<u>1,850.00</u>								
151307	8/12/2024		2009 CORE & MAIN, LP							
		459.35	COUPLINGS-RANGER NO LEAD		115505	V267042	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>459.35</u>								
151308	8/12/2024		1247 DAKOTA COUNTY FINANCIAL SERVICES							
		288.72	2024 2ND QTR UTILITIES		115563	5502241	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		<u>288.72</u>								
151309	8/12/2024		1266 DANNER SALES							
		173.06	CABLE/SCREWS/CVR/CARBTR		115506	65068	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>173.06</u>								
151310	8/12/2024		1326 EARL F. ANDERSEN, INC							
		501.35	NO PARK SIGNS-BALL GAMES		115507	0136853-IN	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>501.35</u>								
151311	8/12/2024		1344 ELECTRIC FIRE & SECURITY							
		230.00	LIBRARY-FIRE ALRM INSP/COMPL		115508	52531	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		192.00	LIBRARY-RPL BATTERY-AES PANEL		115509	52565	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		<u>422.00</u>								
151312	8/12/2024		14488 ESA MANAGEMENT L.L.C.							
		11,166.02	PLUMB PRJ RELOCATE 7/29-8/3		115564	1554917785	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		136.50	RELOCATE PH 4 RM 122		115565	1554917786	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		10,767.32	PLUMB PRJ RELOCATE 7/21-7/28		115566	1554914706	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		477.75	PLUMB PRJ PH 4 RM122		115567	1554914707	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>22,547.59</u>								
151313	8/12/2024		1369 ESS BROTHERS & SONS INC.							
		2,757.00	MANHOLE CAST/RINGS/SEALS		115510	EE5087	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		2,757.00	MANHOLE CAST/RINGS/SEALS		115510	EE5087	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		<u>5,514.00</u>								
151314	8/12/2024		4662 FLEETPRIDE							
		1,367.93	DIS&RE-ASSMB CYLINDER#302		115511	RSV0313340.04	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND

CITY OF SOUTH ST PAUL
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 Council Check Register and Summary

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151322	8/12/2024		1560 HEALTHPARTNERS						Continued...	
		1,117.00	DENTAL PREMIUM: SEPT 2024		115572	767354336276	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		11.17-	RETRO ADJ: AUG 2024		115572	767354336276	60709.6302		PROFESSIONAL SERVICES	SELF-INSURED DENTAL
		<u>1,105.83</u>								
151323	8/12/2024		1615 HUEBSCH OF MINNESOTA							
		74.45	NM-BRUSHMATS-JUL24		115573	20330048	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-JUL24		115574	20331767	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-JUL24		115575	20333521	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		74.45	NM-BRUSHMATS-JUL24		115576	20335245	50677.6371.150		MTNCE-CLEANING CONTRACTS	NAN MCKAY APT BLDG
		81.55	JC-BRUSHMATS JUL24		115577	20331768	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		81.55	JC-BRUSHMATS JUL24		115578	20335246	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		<u>460.90</u>								
151324	8/12/2024		1667 INVER GROVE FORD							
		72.45	SWITCH ASY #323		115521	5346516	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>72.45</u>								
151325	8/12/2024		14086 JOHNSON, DONNETTA							
		100.00	NM AFTER HOURS JUL24		115580	JULY2024	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		<u>100.00</u>								
151326	8/12/2024		11377 KATH FUEL OIL SERVICE CO.							
		1,024.88	DYED DIESEL		115522	804464	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		1,038.66	NON-OXY FUEL		115523	804488	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		<u>2,063.54</u>								
151327	8/12/2024		7927 KENNEDY & GRAVEN, CHARTERED							
		812.00	VAQUERO TIF DISTRICT		115581	JUNE 30, 2024	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		2,784.00	WAKOTA NORTH TIF DISTRICT		115581	JUNE 30, 2024	20284.6302		PROFESSIONAL SERVICES	DEVELOPMENT
		<u>3,596.00</u>								
151328	8/12/2024		14172 KRUEGER REAL ESTATE ADVISORS							
		6,000.00	JULY 2024 EDA SVCS		115524	JULY 2024	20280.6375		OTHER CONTRACTED SERVICES	ECON DEV GENERAL
		<u>6,000.00</u>								
151329	8/12/2024		7503 KWIK TRIP, INC.							
		852.04	FUEL-AIRPORT		115582	08022024	20245.6220		REPAIR & MAINTENANCE SUPPLIES	AIRPORT
		6,396.75	FUEL-PUBLIC WORKS		115582	08022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		7,842.53	FUEL-POLICE		115582	08022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND
		572.70	FUEL-ENG/CODE/PARK&REC		115582	08022024	60703.6210		OPERATING SUPPLIES	CENTRAL GARAGE FUND

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151329	8/12/2024		7503 KWIK TRIP, INC.						Continued...	
		15,664.02								
151330	8/12/2024		14328 LINN INVESTMENT PROPERTIES, LLC							
		7,625.00	HOLIDAY;LANDSCAPE ESCROW		115525	07.29.2024	10101.2205	100220	DEPOSITS	GENERAL FUND
		7,625.00								
151331	8/12/2024		1864 MACQUEEN EQUIPMENT, LLC							
		884.56	FRONT GRD/BACK STRIP #MT1		115527	P58932	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		1,119.70	FRONT GRD&PARTS #MT1		115531	P58794	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		2,004.26								
151332	8/12/2024		6681 MANN'S SOFTENER SALT DELIVERY							
		276.10	NM SOLAR SALT (27)		115528	INV301	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		331.90	JC SOLAR SALT (33)		115529	INV302	50678.6220		REPAIR & MAINTENANCE SUPPLIES	JOHN CARROLL APT BLDG
		608.00								
151333	8/12/2024		13985 MARTIN MARIETTA MATERIALS							
		3,096.63	ASPHALT FOR STREETS		115532	43129001	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		803.63	ASPHALT FOR SEWER REPAIR		115533	43129228	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		557.84	ASPHALT FOR SEWER REPAIR		115534	43154397	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		6,949.14	ASPHALT FOR STREETS		115535	43172339	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		11,407.24								
151334	8/12/2024		1900 MCMULLEN INSPECTING, INC.							
		16,288.80	ELECTRICAL INSP JUN/JUL24		115536	8/1/24	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		16,288.80								
151335	8/12/2024		1923 METRO SALES INC.							
		10.00	BASE CHARGE		115537	INV2575223	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		10.00								
151336	8/12/2024		1989 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY							
		630.94	SURCHARGE -JULY24		115591	JULY0371552024	10101.2083		SURCHARGES	GENERAL FUND
		630.94								
151337	8/12/2024		2005 MINNESOTA LOCKS							
		19.50	KEYS		115538	101132101	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		19.50								
151338	8/12/2024		9298 NAPA NEWPORT							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151346	8/12/2024		2278 Q3 CONTRACTING, INC.						Continued...	
		1,371.50	DETOUR/CLOSED SIGNS		115544	TMN3411817	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>1,371.50</u>								
151347	8/12/2024		9152 REMBRANDT'S SISTER							
		715.00	LUCY RESTORATION		115546	090214	20216.6210	227687	OPERATING SUPPLIES	GRANTS/DONATIONS COMM AFFAIRS
		<u>715.00</u>								
151348	8/12/2024		1636 RICOH USA, INC.							
		6.70	NM DARTS 5/1-7/31/24		115547	5069882633	50677.6201		OFFICE SUPPLIES	NAN MCKAY APT BLDG
		6.69	JC DARTS 5/1-7/31/24		115547	5069882633	50678.6201		OFFICE SUPPLIES	JOHN CARROLL APT BLDG
		88.58	COPIER USAGE JULY 2024		115548	5069881740	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		210.47	COPIER USAGE JULY 2024		115548	5069881740	10160.6378		COPIER MAINTENANCE AGREEMENT	INFORMATION TECHNOLOGY
		36.48	COPIER USAGE JULY 2024		115548	5069881740	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		47.86	COPIER USAGE JULY 2024		115548	5069881740	10320.6378		COPIER MAINTENANCE AGREEMENT	PUBLIC WORKS
		68.44	COPIER USAGE JULY 2024		115548	5069881740	10210.6378		COPIER MAINTENANCE AGREEMENT	POLICE PROTECTION
		47.51	COPIER USAGE JULY 2024		115548	5069881740	20243.6378		COPIER MAINTENANCE AGREEMENT	DOUG WOOG ARENA
		20.09	COPIER USAGE JULY 2024		115548	5069881740	20245.6378		COPIER MAINTENANCE AGREEMENT	AIRPORT
		<u>532.82</u>								
151349	8/12/2024		14580 RIVER CITY GLASS							
		815.00	JC INSTALL LAMINATE GLASS		115598	31882	50678.6371.150		MTNCE-CLEANING CONTRACTS	JOHN CARROLL APT BLDG
		<u>815.00</u>								
151350	8/12/2024		14577 SNAP-ON TOOLS COMPANY LLC							
		948.01	24.2 SOLUS/SCANNER UPDATE		115549	073124193466	60703.6240		MINOR EQUIPMENT AND FURNITURE	CENTRAL GARAGE FUND
		<u>948.01</u>								
151351	8/12/2024		2558 STATE INDUSTRIAL PRODUCTS							
		118.67	NM AIR CARE PRGM		115550	903439503	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>118.67</u>								
151352	8/12/2024		14578 STORDAHL, ABBY							
		156.89	FINALLED ADDR-914 17TH A N		115551	MOVE OUT	50605.2010		REFUNDS	WATER UTILITY
		<u>156.89</u>								
151353	8/12/2024		11670 TRENCHERS PLUS, INC							
		44.07	USED REMOTE STRAP #SG1		115553	IT10083	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>44.07</u>								
151354	8/12/2024		2677 TRI STATE BOBCAT INC							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151354	8/12/2024		2677 TRI STATE BOBCAT INC						Continued...	
		309.12	ASM,HDAC/GASKET/VALVE #AM4		115554	A37892	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		309.12								
151355	8/12/2024		2744 VAN PAPER COMPANY							
		377.31	LINERS/TP/PPR TWL/HANDWASH		115555	078115	10330.6210		OPERATING SUPPLIES	BUILDINGS
		377.31								
151356	8/12/2024		14579 VCI ENVIRONMENTAL, INC.							
		231,562.50	JC PLUB PRJ ABATEMENT		115556	APP.001	50678.6560	229901	BUILDING FIXTURES AND IMPRS	JOHN CARROLL APT BLDG
		231,562.50								
151357	8/12/2024		2751 VERIZON WIRELESS							
		100.03	PW IPAD		115557	9969710336	10320.6390		POSTAGE AND TELEPHONE	PUBLIC WORKS
		60.01	PW PARKS IPAD		115557	9969710336	10340.6390		POSTAGE AND TELEPHONE	PARKS FACILITIES AND MTNCE
		243.00	ENG		115557	9969710336	10315.6390		POSTAGE AND TELEPHONE	ENGINEERING
		97.68	INSP & HOTSPOT		115557	9969710336	10410.6390		POSTAGE AND TELEPHONE	DEVELOPMENT SERVICES
		40.01	CODE ENF		115557	9969710336	10420.6390		POSTAGE AND TELEPHONE	CODE ENFORCEMENT
		40.01	P&R SPLASH POOL		115557	9969710336	10527.6210		OPERATING SUPPLIES	SPLASH POOL
		40.01	P&R NV POOL		115557	9969710336	10528.6210		OPERATING SUPPLIES	NORTHVIEW POOL
		40.01	POLICE 4G MOBILE		115557	9969710336	10210.6390		POSTAGE AND TELEPHONE	POLICE PROTECTION
		124.44	HOUSING		115557	9969710336	20260.6201		OFFICE SUPPLIES	HOUSING GENERAL
		240.12	PW-H20		115557	9969710336	50605.6390		POSTAGE AND TELEPHONE	WATER UTILITY
		40.01	PW-SAN SEW NE LIFT 2971		115557	9969710336	50606.6390		POSTAGE AND TELEPHONE	SEWER UTILITY
		120.05	PW STORM LIFT 7714		115557	9969710336	50610.6302		PROFESSIONAL SERVICES	STORM WATER UTILITY
		1,185.38								
151358	8/12/2024		13833 WEST, GREGORY							
		200.00	JC AFTER HR JUL24		115558	JULY2024	50678.6375.1		OTHER CONTR SVCS-KEYPERSON	JOHN CARROLL APT BLDG
		200.00								
151359	8/12/2024		14581 WITTE, JAMES							
		500.00	PLUMB PRJ PH 9 STIPEND		115599	PH9JCAPT506	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
151360	8/12/2024		2785 WM CORPORATE SERVICES, INC.							
		1,411.12	NM MO SVC AIG24		115654	0181849-4166-6	50677.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING NAN MCKAY APT BLDG	
		1,239.75	JC MO SVC AUG24		115655	0181804-4166-1	50678.6371.010		MTNCE-GARBAGE/TRASH/RECYCLING JOHN CARROLL APT BLDG	
		2,650.87								
151361	8/12/2024		2846 WW GOETSCH ASSOCIATES INC							

CITY OF SOUTH ST PAUL
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151363	8/12/2024		14351 XIONG, ZAI						Continued...	
		200.00	NM AFTER HR JUL24		115600	JULY2024	50677.6375.1		OTHER CONTR SVCS-KEYPERSON	NAN MCKAY APT BLDG
		<u>200.00</u>								
151364	8/12/2024		7333 YALE MECHANICAL, LLC							
		1,627.00	PERFORM COOLG HVAC MAINT		115642	255088	10330.6371		REPAIRS & MAINT CONTRACTUAL	BUILDINGS
		607.11	PERFORM COOLG HVAC MAINT		115643	255083	10320.6371		REPAIRS & MAINT CONTRACTUAL	PUBLIC WORKS
		<u>2,234.11</u>								
151365	8/12/2024		2867 ZIEGLER, INC.							
		140.58	SCREWS/LOCKNUTS #355		115644	IN001574801	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>140.58</u>								
151366	8/19/2024		1011 ABC RENTALS INC.							
		146.50	SAW RENTAL		115659	297553	50605.6371		REPAIRS & MAINT CONTRACTUAL	WATER UTILITY
		<u>146.50</u>								
151367	8/19/2024		5257 AL SERVICES LLC							
		345.00	LGT-MENS RESTRM-KAP PARK		115661	0628-379	10340.6371		REPAIRS & MAINT CONTRACTUAL	PARKS FACILITIES AND MTNCE
		300.00	DISCONN DWNED LGT POLE		115662	0628-381	50610.6371		REPAIRS & MAINT CONTRACTUAL	STORM WATER UTILITY
		<u>645.00</u>								
151368	8/19/2024		12376 ALL FLAGS, LLC							
		1,198.31	US & POW FLAGS		115793	935773	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>1,198.31</u>								
151369	8/19/2024		6645 ALL INC							
		2,214.56	NM (2) REFRIGERATORS		115660	S1591534.002	50677.6580	229900	OTHER EQUIPMENT	NAN MCKAY APT BLDG
		<u>2,214.56</u>								
151370	8/19/2024		4059 ASCENT AVIATION GROUP, INC.							
		30,773.46	6500 GAL 100LL		115663	1040395	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		22,420.06	6998 GAL JET A		115664	1040397	20245.6250		MERCHANDISE FOR RESALE	AIRPORT
		<u>53,193.52</u>								
151371	8/19/2024		4590 ATEC, LLC							
		174.74	BUMPER PAD-2150/2158		115658	1564	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		190.00	LABOR		115658	1564	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>364.74</u>								
151372	8/19/2024		9021 ATLAS STAFFING, INC.							

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151379	8/19/2024		14290 CITY OF FARMINGTON						Continued...	
151380	8/19/2024		13929 CITY OF HASTINGS							
		7,952.60	APR-JUN24 TRAFFIC SAFETY		115681	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>7,952.60</u>								
151381	8/19/2024		12520 CITY OF INVER GROVE HEIGHTS							
		13,943.23	APR-JUN24 TRAFFIC SAFETY		115682	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>13,943.23</u>								
151382	8/19/2024		7399 CITY OF LAKEVILLE							
		20,109.33	APR-JUN24 TRAFFIC SAFETY		115683	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>20,109.33</u>								
151383	8/19/2024		3574 CITY OF MENDOTA HEIGHTS							
		5,526.38	APR-JUN24 TRAFFIC SAFETY		115684	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>5,526.38</u>								
151384	8/19/2024		1193 CITY OF WEST ST. PAUL							
		7,285.78	APR-JUN24 TRAFFIC SAFETY		115686	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>7,285.78</u>								
151385	8/19/2024		13543 CIVICPLUS, LLC							
		4,521.00	SUSSCRIPTION 2024-25		115687	302808	10140.6302		PROFESSIONAL SERVICES	CITY CLERK
		<u>4,521.00</u>								
151386	8/19/2024		14595 COGSHELL, KATHERINE							
		500.00	PLUMB PRJ PH 9 STIPEND		115778	PH9JCAPT206	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151387	8/19/2024		4182 CONTINENTAL RESEARCH CORPORATION							
		1,286.00	NM CLEANING SUPPLY		115772	0055093	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>1,286.00</u>								
151388	8/19/2024		2009 CORE & MAIN, LP							
		461.03	2" COUPLINGS		115688	V263747	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY

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151388	8/19/2024		2009 CORE & MAIN, LP						Continued...	
		356.18	3/4 RANGER COUPLINGS		115689	V266514	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		21,640.24	HYDRANTS		115690	V033150	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>22,457.45</u>								
151389	8/19/2024		10710 CURBSIDE LANDSCAPE & IRRIGATION							
		5,042.50	HERBICIDE TURF APPL		115691	292916	20245.6371		REPAIRS & MAINT CONTRACTUAL	AIRPORT
		<u>5,042.50</u>								
151390	8/19/2024		4905 DAKOTA COUNTY SHERIFF'S OFFICE							
		12,471.43	APR-JUN24 TRAFFIC SAFETY		115678	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>12,471.43</u>								
151391	8/19/2024		1252 DAKOTA COUNTY TECHNICAL COLLEGE							
		700.00	39-PIT TRAINING		115692	1234708	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		700.00	07-PIT TRAINING		115692	1234708	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		2,100.00	38/27/09 PIT REFRESH&SQD RENT		115693	1237382	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>3,500.00</u>								
151392	8/19/2024		6755 DAVEY TREE EXPERT COMPANY							
		67.50	MULCH		115694	918797792	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		1,000.00	DUMP FEE-BRUSH/STUMP/TREE		115695	918778556	10320.6221		SEAL COATING & TREE MAIN	PUBLIC WORKS
		<u>1,067.50</u>								
151393	8/19/2024		5585 EAGAN POLICE DEPARTMENT							
		16,896.17	APR-JUN24 TRAFFIC SAFETY		115679	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>16,896.17</u>								
151394	8/19/2024		10567 EDWARDS PLUMBING INC.							
		230.00	TEST RPZ/NORTHVIEW POOL		115696	889440541	10528.6371		REPAIRS & MAINT CONTRACTUAL	NORTHVIEW POOL
		<u>230.00</u>								
151395	8/19/2024		14582 EL HORNITO							
		377.95	EMPLOYEE EVENT FOOD		115697	B3466Z4H2PM6P	20211.6430	227670	MISCELLANEOUS	GRANTS/DONATIONS GEN GVMT
		<u>377.95</u>								
151396	8/19/2024		14488 ESA MANAGEMENT L.L.C.							
		7,301.48	PLUMB PRJ RELOCATE 8/4-8/10		115773	1554922354	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		9,378.47	PLUMB PRJ RELOCATE 8/4-8/10		115774	1554922353	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG

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151396	8/19/2024		14488 ESA MANAGEMENT L.L.C.						Continued...	
		276.80	PLUMB PRJ RELOCATE 8/7-8/10		115775	1554922355	50678.6302	229901	PROFESSIONAL SERVICES	JOHN CARROLL APT BLDG
		<u>16,956.75</u>								
151397	8/19/2024		1369 ESS BROTHERS & SONS INC.							
		1,735.50	MANHOLE COVERS		115698	EE5638	50606.6220		REPAIR & MAINTENANCE SUPPLIES	SEWER UTILITY
		1,735.50	MANHOLE COVERS		115698	EE5638	50610.6220		REPAIR & MAINTENANCE SUPPLIES	STORM WATER UTILITY
		<u>3,471.00</u>								
151398	8/19/2024		14461 FAUL PSYCHOLOGICAL PLLC							
		665.00	CHRISTENSEN PRE-EMPL EXAM		115699	2072	10210.6302		PROFESSIONAL SERVICES	POLICE PROTECTION
		<u>665.00</u>								
151399	8/19/2024		1400 FERGUSON WATERWORKS #2518							
		5,430.65	5/8 WATER METERS (18)		115700	0519681-3	50605.6220		REPAIR & MAINTENANCE SUPPLIES	WATER UTILITY
		<u>5,430.65</u>								
151400	8/19/2024		1473 GERTEN GREENHOUSES INC. - 446133							
		42.95	GREEN LOON LAWN SEED SOIL		115701	796755/6	10320.6220		REPAIR & MAINTENANCE SUPPLIES	PUBLIC WORKS
		<u>42.95</u>								
151401	8/19/2024		1485 GLOBE PRINTING & OFFICE SUPPLIES INC							
		85.00	RIBBON FOR RIBBON CUTTING		115702	59548	40437.6302		PROFESSIONAL SERVICES	2021 LOCAL IMPROVEMENTS
		<u>85.00</u>								
151402	8/19/2024		1497 GOPHER STATE ONE-CALL							
		110.03	LOCATES		115703	4070751	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		110.02	LOCATES		115703	4070751	50606.6302		PROFESSIONAL SERVICES	SEWER UTILITY
		<u>220.05</u>								
151403	8/19/2024		1505 GRAINGER							
		36.32	SCREWDRIVER BITS		115704	9195956207	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		340.58	CEILING TILES/SCREWDRIVER		115705	9195956215	10330.6220		REPAIR & MAINTENANCE SUPPLIES	BUILDINGS
		<u>376.90</u>								
151404	8/19/2024		11834 GUARDIAN SUPPLY LLC							
		107.93	21-TIE/POLO/CAT HOLDER		115706	18852	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		20.00	C4-EMBROIDERY		115707	18855	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		38.99	31-MINI FLASHLIGHT		115708	18854	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		532.93	C4-SHIRT/PANT/RADIO HOLDER		115709	18853	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		406.90	42-START UP EQUIPMENT		115710	18845	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION

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151404	8/19/2024		11834 GUARDIAN SUPPLY LLC						Continued...	
		84.99	21-SHORT SLEEV UNI SHIRT		115711	18846	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		162.97	01-RADIO HOLDER/POLOS		115712	18831	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		250.00	EXPL UNI PATCH CHANGEOVER		115713	18832	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		1,380.00	EXPL BADGE/PATCH/FLAGS		115714	18778	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>2,984.71</u>								
151405	8/19/2024		14596 HAMMOND, LINDA							
		500.00	PLUMB PRJ PH 10 STIPEND		115779	PH10JCAPT809	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151406	8/19/2024		6678 HD SUPPLY FACILITIES MAINTENANCE , LTD							
		181.43	NM SUPP/RETROFIT TANK		115716	9228447967	50677.6220		REPAIR & MAINTENANCE SUPPLIES	NAN MCKAY APT BLDG
		<u>181.43</u>								
151407	8/19/2024		1562 HEALTHPARTNERS OCCUPATIONAL MEDICINE							
		229.00	EE PHYSICAL/RANDOM SCRIN		115715	16042	10125.6302		PROFESSIONAL SERVICES	HUMAN RESOURCES
		<u>229.00</u>								
151408	8/19/2024		14111 HEAT CREW LLC							
		1,600.00	JC #603 HEAT TREATMENT		115776	1290	50678.6371.090		MTNCE-EXTERMINATION	JOHN CARROLL APT BLDG
		<u>1,600.00</u>								
151409	8/19/2024		14597 HEMPY, ROBERT							
		500.00	PLUMB PRJ PH 10 STIPEND		115780	PH10JCAPT909	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151410	8/19/2024		12847 HIRSHFIELDS							
		344.72	ATHLETIC FLD STRIPPING PAINT		115722	0025898-IN	10340.6220		REPAIR & MAINTENANCE SUPPLIES	PARKS FACILITIES AND MTNCE
		<u>344.72</u>								
151411	8/19/2024		14295 INFINITE HEALTH COLLABORATIVE, PA							
		325.00	CARDIOLOGIST CONSULT X1		115717	TCOINV08596	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>325.00</u>								
151412	8/19/2024		1652 INSPECTRON, INC.							
		5,000.00	INSPEC SVCS JUL24		115718	1320	10410.6302		PROFESSIONAL SERVICES	DEVELOPMENT SERVICES
		<u>5,000.00</u>								
151413	8/19/2024		1667 INVER GROVE FORD							
		1,665.30	BRAKE/RTRS/KIT/AXLE#2160		115719	5346735	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND

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151422	8/19/2024		1907 MEDTOX LABORATORIES, INC.						Continued...	
151423	8/19/2024		9252 MERIT CHEVROLET							
		128.34	BRACKETS #208		115726	718459	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		42.92	BRACKET #208		115727	718459X1	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>171.26</u>								
151424	8/19/2024		14602 MILLER, LORI							
		500.00	PLUMB PRJ PH 10 STIPEND		115785	PH10JCAPT309	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151425	8/19/2024		14603 MOUA, VUE							
		500.00	PLUMB PRJ PH 10 STIPEND		115786	PH10JCAPT210	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151426	8/19/2024		9298 NAPA NEWPORT							
		15.99	OIL FILTERS		115728	2514-117471	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		904.00	BRK PD/RTR/CALPR/SEAL#A1		115729	2514-116667	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		154.00	RETD CPRES		115730	2514-116778	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>765.99</u>								
151427	8/19/2024		14604 NENG, THAO							
		500.00	PLUMB PRJ PH 10 STIPEND		115787	PH10JCAPT710	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151428	8/19/2024		7411 NUSS TRUCK & EQUIPMENT							
		9,278.50	RPR DIFFERENTIAL/DRVLIN#331		115731	SWO030648-1	60703.6371		REPAIRS & MAINT CONTRACTUAL	CENTRAL GARAGE FUND
		<u>9,278.50</u>								
151429	8/19/2024		2176 OXYGEN SERVICES COMPANY							
		293.04	RECYCLED CYLINDERS		115732	0003592482	60703.6220		REPAIR & MAINTENANCE SUPPLIES	CENTRAL GARAGE FUND
		<u>293.04</u>								
151430	8/19/2024		2228 PINE BEND PAVING, INC.							
		34,600.00	LORRAINE PARK PAVING		115733	243036	40402.6530		IMPR OTHER THAN BUILDING	CAPITAL PROGRAMS FUND
		<u>34,600.00</u>								
151431	8/19/2024		2231 PIONEER PRESS							
		23.92	PUBLIC NOTICE-LIQUOR		115734	0724572442	10140.6341		ADVERTISING	CITY CLERK
		19.76	NOTICE OF PAT-ELECTION		115734	0724572442	10140.6341		ADVERTISING	CITY CLERK
		31.20	PULIC NOTICE-CUP		115734	0724572442	10410.6341		ADVERTISING	DEVELOPMENT SERVICES

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151445	8/19/2024		2677 TRI STATE BOBCAT INC						Continued...	
151446	8/19/2024		14287 TRUDGEON, COLIN							
		169.58	TRAVEL-CAMP/EVENTS		115758	7/19/2024-8/12/2024	10529.6331		CONFERENCES, TRAINING, TRAVEL	RECREATIONAL PROGRAMS
		<u>169.58</u>								
151447	8/19/2024		6854 VALLEY IMAGES PHOTOGRAPHY							
		50.00	21-DPT PHOTO		115764	3092	10210.6430		MISCELLANEOUS	POLICE PROTECTION
		<u>50.00</u>								
151448	8/19/2024		2786 WATER CONSERVATION SERVICE INC.							
		554.61	LOCATES-200 GRAND/140 10TH		115765	14198	50605.6302		PROFESSIONAL SERVICES	WATER UTILITY
		<u>554.61</u>								
151449	8/19/2024		2788 WATSON COMPANY							
		145.90	CONCESSIONS FOR SPLASH		115794	135489	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		145.90	CONCESSIONS FOR SPLASH		115795	142844	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		288.36	CONCESSIONS FOR SPLASH		115796	143007	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		333.29	CONCESSIONS FOR SPLASH		115797	143206	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		777.99	CONCESSIONS FOR SPLASH		115798	143358	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		312.98	CONCESSIONS FOR SPLASH		115799	143529	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		453.11	CONCESSIONS FOR SPLASH		115800	143712	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		475.48	CONCESSIONS FOR SPLASH		115801	143880	10527.6250		MERCHANDISE FOR RESALE	SPLASH POOL
		339.44	CONCESSIONS FOR NORTHVIEW		115802	143006	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		156.91	CONCESSIONS FOR NORTHVIEW		115803	143213	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		990.62	CONCESSIONS FOR NORTHVIEW		115804	143356	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		769.48	CONCESSIONS FOR NORTHVIEW		115805	143879	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		157.42	CONCESSIONS FOR NORTHVIEW		115806	143528	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		129.62	CONCESSIONS FOR NORTHVIEW		115807	144101	10528.6250		MERCHANDISE FOR RESALE	NORTHVIEW POOL
		<u>4,892.90</u>								
151450	8/19/2024		14607 WEEKES, JULIE							
		500.00	PLUMB PRJ PH 10 STIPEND		115790	PH10JCAPT1209	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		<u>500.00</u>								
151451	8/19/2024		14369 WELLNESS THAT FITS LLC							
		3,196.88	WELLNESS CK-IN/TRAINING		115766	SSPPD-08052024	10210.6331		CONFERENCES, TRAINING, TRAVEL	POLICE PROTECTION
		<u>3,196.88</u>								
151452	8/19/2024		13833 WEST, GREGORY							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
151452	8/19/2024		13833 WEST, GREGORY						Continued...	
		500.00	PLUMB PRJ PH 10 STIPEND		115777	PH10JCAPT1310	50678.6451	229901	REFUNDS & REIMBURSEMENT	JOHN CARROLL APT BLDG
		500.00								
151453	8/19/2024		2849 XCEL ENERGY							
		13,985.52	STREETLIGHTS		115767	888646289	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		58.39	POLICE		115768	888852368	10210.6385		UTILITY SERVICE	POLICE PROTECTION
		1,168.92	CITY HALL		115769	888860950	10330.6385		UTILITY SERVICE	BUILDINGS
		147.12	ST LIGHT UTILTIY FUD		115769	888860950	50615.6385		UTILITY SERVICE	STREET LIGHT UTILITY
		1,460.37	SEWER		115770	889440541	50606.6385		UTILITY SERVICE	SEWER UTILITY
		16,820.32								
801076	8/9/2024		1818 LELS LOCAL 95							
		98.00			115612	080724746363	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		98.00								
801077	8/9/2024		1969 MINNESOTA AFSCME, COUNCIL NO. 5							
		929.48			115614	080724746365	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		929.48								
801078	8/9/2024		2243 POLICE FLOWER FUND							
		38.00			115607	0807247463613	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		38.00								
801079	8/12/2024		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS							
		182.00	APPL SUP-UB (RETIREEES)		115526	37029	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		9,305.00	APPL SUP-FINANCIAL		115526	37029	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		2,774.00	APPL SUP-HUBBLE/INSIGHT		115526	37029	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		8,138.00	APPL SUP-PAYROLL/HR		115526	37029	10150.6375		OTHER CONTRACTED SERVICES	FINANCE
		7,080.00	APPL SUP-POLICE MCD		115526	37029	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,190.00	APPL SUP-PS RECORDS		115526	37029	10210.6375		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		6,325.00	APPL SUP-PARK&REC		115526	37029	10520.6371		REPAIRS & MAINT CONTRACTUAL	PARKS ADMINISTRATION
		7,744.00	APPL SUP-GIS BASE		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		3,424.00	APPL SUP-GIS ELECTIVES		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		9,698.00	APPL SUP-PIMS		115526	37029	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		731.00	APPL SUP-PIMS BUS LICENSE		115526	37029	10140.6375		OTHER CONTRACTED SERVICES	CITY CLERK
		731.00	APPL SUP-PIMS CODE ENF		115526	37029	10420.6375		OTHER CONTRACTED SERVICES	CODE ENFORCEMENT
		731.00	APPL SUP-PIMS EPERMITS		115526	37029	10410.6375		OTHER CONTRACTED SERVICES	DEVELOPMENT SERVICES
		3,771.00	APPL SUP-INTERNET-IRONPORT		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		13,230.00	APPL SUP-IP TELPHONY		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		9,245.00	HOSTED BACKUPS		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY

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
801079	8/12/2024		1843 LOCAL GOVERNMENT INFORMATION SYSTEMS						Continued...	
		1,266.00	HOSTED SEIM		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		1,050.00	HOSTED WIRELESS NTRWK MGMT		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		2,988.00	FIBER MAINT		115526	37029	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		10,131.00	HOSTED ESXI		115526	37029	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		325.00	HOSTED SERVER-SSP-FORMS01		115526	37029	40407.6571		COMPUTER HARDWARE	EQUIPMENT ACQUISITION F
		17,943.00	APPL SUP-UTILITY BILLING		115526	37029	50600.6302		PROFESSIONAL SERVICES	UTILITY ADMINISTRATION
		15.00	TOKEN		115583	34018	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		4,313.75	NETWORK SUPPORT		115584	39010	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		210.00	HOSTED WIFI		115585	16010	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		2,115.00	TOKEN & CERTIFICATE		115586	19020	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		2,682.50	NETWORK SUPPORT		115587	21016	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		12,978.00	SECURITY AS A SERVICE		115588	23000	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		6,257.90-	CREDIT MEMO		115589	31018	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		6,838.34	FIBER LOCATES		115590	27024	10160.6302		PROFESSIONAL SERVICES	INFORMATION TECHNOLOGY
		1,449.66	BACKUP SOFTWARE		115590	27024	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		324.16	ADOBE		115590	27024	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		75.98	DONMAIN RENEWAL		115590	27024	10160.6375		OTHER CONTRACTED SERVICES	INFORMATION TECHNOLOGY
		5,023.20	FIBER-TREATMENT PLANT		115590	27024	50605.1780		CONSTRUCTION IN PROCESS	WATER UTILITY
		<u>147,769.69</u>								
801080	8/19/2024		3632 BOLTON & MENK, INC.							
		4,372.00	7TH/I494 CONST-STAKE ADMIN		115668	0341820	40439.6302	202312	PROFESSIONAL SERVICES	2023 LOCAL IMPROVEMENTS
		7,177.50	MARIE-FED AID PRELIM DESIGN		115669	0341821	40440.6302	202405	PROFESSIONAL SERVICES	2024 LOCAL IMPROVEMENTS
		399.00	TRAFFIC COUNTS 2024-2027		115670	0341822	10315.6302		PROFESSIONAL SERVICES	ENGINEERING
		<u>11,948.50</u>								
801081	8/19/2024		1240 DAKOTA COMMUNICATIONS CENTER							
		7,301.22	APR-JUN24 TRAFFIC SAFETY		115677	Q3 TRAFFIC SAFETY	20212.6375	227574	OTHER CONTRACTED SERVICES	GRANTS/DONATIONS POLICE
		<u>7,301.22</u>								
801082	8/19/2024		2585 STREICHER'S - MINNEAPOLIS							
		168.00	08-UNIFORM PANTS		115752	11712656	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		27.97	29-ACCESSORY CLIPS		115753	11712692	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		374.99	09-EAR PIECE/BOOTS		115754	11711902	10210.6245		CLOTHING ALLOWANCE	POLICE PROTECTION
		<u>570.96</u>								
2024228	8/5/2024		6037 HEALTHPARTNERS-DENTAL							
		1,599.54	DENTAL CLAIMS PAID		115653	07/25/2024-07/31/2024	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL

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
2024228	8/5/2024		6037 HEALTHPARTNERS-DENTAL						Continued...	
		1,599.54								
2024229	8/9/2024		1978 MINNESOTA CHILD SUPPORT PAYMENT CENTER							
		717.12			115615	080724746366	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		46.14			115616	080724746367	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		207.66			115617	080724746368	10101.2170		ACCRUED PAY DED PAYABLE	GENERAL FUND
		970.92								
2024230	8/9/2024		2018 MINNESOTA STATE RETIREMENT SYSTEM (EFT)							
		3,602.50			115604	0807247463610	10101.2175		OTHER RETIREMENT	GENERAL FUND
		3,602.50								
2024231	8/9/2024		2096 NATIONWIDE RETIREMENT SOLUTIONS							
		13,044.06			115605	0807247463611	10101.2175		OTHER RETIREMENT	GENERAL FUND
		13,044.06								
2024232	8/9/2024		2200 PERA							
		81,577.18			115606	0807247463612	10101.2174		PERA	GENERAL FUND
		81,577.18								
2024233	8/9/2024		2748 MISSION SQUARE TRANSFER (EFT)							
		1,960.00			115608	0807247463614	10101.2175		OTHER RETIREMENT	GENERAL FUND
		1,960.00								
2024234	8/9/2024		10755 OPTUM							
		2,228.03			115609	0807247463615	10101.2176		HOSPITALIZATION/MED INSURANCE	GENERAL FUND
		2,228.03								
2024235	8/9/2024		1338 EFTPS							
		46,433.89			115603	080724746361	10101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		47,482.94			115611	080724746362	10101.2173		FICA TAX WITHHOLDING	GENERAL FUND
		93,916.83								
2024236	8/9/2024		2013 MINNESOTA REVENUE (C)							
		21,381.20			115618	080724746369	10101.2172		STATE WITHHOLDING	GENERAL FUND
		21,381.20								
2024237	8/12/2024		10755 OPTUM							
		35.00	FSA REIMB-HEALTH-2024		115808	537494358	10101.2179		FLEXIBLE BENEFIT PLAN	GENERAL FUND
		89.00	HRA REIMBURSE 2024		115808	537494358	70805.6131		EMPLOYEE HRA REIMBURSEMENT	EMPLOYEE HEALTH REIMBUR

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
2024237	8/12/2024	54.00	10755 OPTUM						Continued...	
2024238	8/12/2024	650.67	6037 HEALTHPARTNERS-DENTAL		115809	08/01/24-08/07/24	60709.6132		DENTAL CLAIMS PAID	SELF-INSURED DENTAL
		650.67	DENTAL CLAIMS PAID							
		2,480,605.30	Grand Total							

Payment Instrument Totals

Checks	2,090,964.52
EFT Payments	220,984.93
A/P ACH Payment	168,655.85
Total Payments	2,480,605.30



CITY COUNCIL AGENDA REPORT
DATE: AUGUST 19, 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>
15635	Michelandia Bar & Centro Botanero, LLC	00015234	Entertainment	A	08/07/2024	05/31/2025	600 Concord St N	Michelandia Bar & Centro Botanero LLC	08/19/2024
15622	Jonathan David Gamble	00015232	Rental Housing	A	08/02/2024	05/31/2025	259 9th Ave N		08/19/2024
15570	Rongitsch Brothers Properties	00015141	Rental Housing	A	08/05/2024	05/31/2025	118 Villaume Ave		08/19/2024
15634	Lakeesha Marie Jones	00015235	Rental Housing	A	08/02/2024	05/31/2025	1529 Wentworth Ave		08/19/2024



Agenda Item: Approve Conditional Offer of Employment for General Facility Maintenance

Action to be considered:

Motion to approve hire of Matthew Paulus as a General Facility Maintenance Worker at the Doug Woog Ice Arena for the City of South St. Paul contingent upon successful completion of background check, pre-employment physical, and City Council approval.

Overview:

As part of the May 20, 2024, the City Council accepted the letter of resignation from a former General Facility Maintenance worker.

The position of full-time General Facility Maintenance Worker was advertised and on August 5, 2024, staff held interviews. The interview panel consisted of John Wilcox – Arena Manager, Seth Anderson – Facility Maintenance/Operations Lead, Shannon Young – P&R Director, and Sandy Haima – HR Specialist/Admin Coord. Following all interviews, the panel reached consensus to extend an offer of employment to Matthew Paulus. Matthew is a current seasonal employee of the Doug Woog Arena and also works part-time at the Hastings Civic Arena, which has allowed him to gain the necessary experience for the position of General Facility Maintenance. Matthew is very familiar with the Doug Woog Ice Arena and how it operates, which will allow a quicker acclimation to his new role. *A redacted copy of his application materials is attached.*

Proposed Terms of Employment:

A tentative offer of employment was verbally extended and accepted. The offer is contingent upon a successful background check, pre-employment physical, and City Council approval of hire.

The General Facility Maintenance position is a non-exempt position that falls within the Teamsters bargaining unit. It is proposed he start at Step 1 or \$28.284 per hour. All other benefits are in accordance with the bargaining unit contract.

Source of Funds:

The Doug Woog Ice Arena budget provides sufficient resources for the employment of Mr. Paulus on the terms described above.

EMPLOYMENT APPLICATION



CITY OF SOUTH ST. PAUL
 125 3rd Ave N
 South St. Paul, Minnesota 55075
 651-554-3203
<http://www.southstpaul.org>

Paulus, Matthew P
24-00017 GENERAL FACILITY MAINTENANCE

Received: 6/27/24 9:55 AM

For Official Use Only:

QUAL: _____

DNQ: _____

Experience

Training

Other: _____

PERSONAL INFORMATION

POSITION TITLE: GENERAL FACILITY MAINTENANCE	EXAM ID#: 24-00017
NAME: (Last, First, Middle) Paulus, Matthew P	SOCIAL SECURITY NUMBER: N/A
ADDRESS: (Street, City, State/Province, Zip/Postal Code)	EMAIL ADDRESS:
HOME PHONE:	NOTIFICATION PREFERENCE: Email
LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What is your highest level of education? Some College	

PREFERENCES

WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular, Temporary, Seasonal
TYPES OF WORK YOU WILL ACCEPT: Full Time, Part Time

EDUCATION

DATES:	SCHOOL NAME: Park High School	DEGREE RECEIVED: High School Diploma
LOCATION: (City, State/Province) Cottage Grove, Minnesota	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

WORK EXPERIENCE

DATES: From: 3/2024 To: Present	EMPLOYER: Doug Woog Arena	POSITION TITLE: Driver
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 6th St. S., South St. Paul, Minnesota, 55075		
PHONE NUMBER: 6515543332	SUPERVISOR: Seth Anderson - sup	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
# OF EMPLOYEES SUPERVISED: 0		
DUTIES: Driving, Edging, cleaning, and open building.		
DATES: From: 10/2023 To: 5/2024	EMPLOYER: Hastings Civic Arena	POSITION TITLE: Driver
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 2801 Red Wing Blvd., Hastings, Minnesota, 55033		
PHONE NUMBER: 651-480-6195	SUPERVISOR: Jeff	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
# OF EMPLOYEES SUPERVISED: 2		
DUTIES: Driving Zamboni, Cleaning, Open and close Building		
REASON FOR LEAVING: End of Season		
DATES: From: 2/2016 To: 10/2023	EMPLOYER: Midwest Recovery Systems, INC	POSITION TITLE: Foreman
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Lino Lakes, Minnesota		
SUPERVISOR: Brad - DeMotts	MAY WE CONTACT THIS EMPLOYER? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
# OF EMPLOYEES SUPERVISED: 2		

DUTIES: Installing vapor mitigation system ((radon systems)		
REASON FOR LEAVING: Currently laid off.		
DATES: From: 7/2007 To: 7/2011	EMPLOYER: John Steele Woodworking	POSITION TITLE: Helper
ADDRESS: (Street, City, State/Province, Zip/Postal Code) St. Paul, Minnesota, 55103		
PHONE NUMBER:	SUPERVISOR: John Steele	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUTIES: laber		
DATES: From: 11/2007 To: 5/2011	EMPLOYER: Army Resurve	POSITION TITLE: 63B
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Arden Hills, Minnesota		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
DUTIES: Maint.		
DATES: From: 10/2007 To: 1/2008	EMPLOYER: Afton Alps	POSITION TITLE: Lift Op.
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Afton, Minnesota		
PHONE NUMBER:	SUPERVISOR: Ron	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUTIES: Running Chair lifts		
DATES: From: 6/2001 To: 9/2007	EMPLOYER: Army National Gaurd	POSITION TITLE: 63B
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Cottage Grove, Minnesota, 55106		
MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
DUTIES: Maint.		
REASON FOR LEAVING: Contract was up		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills**OFFICE SKILLS:**Typing:35
Data Entry:0**OTHER SKILLS:**Maint. - Intermediate - 6 years and 4 months
Irrigation - Intermediate - 2 years and 0 months**LANGUAGE(S):****ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Toby Sauro	POSITION: Audio engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) St. Paul, Minnesota		
EMAIL ADDRESS:		PHONE NUMBER:
REFERENCE TYPE: Personal	NAME: Gregg Paulus	POSITION:
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS:		PHONE NUMBER:
REFERENCE TYPE: Professional	NAME: John Steele	POSITION:

Job Specific Supplemental Questions

1. Do you have previous experience working in an ice arena setting?

Yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking the Accept & Submit button, I hereby certify that all information I have provided in this application is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I acknowledge that I have received a copy of the job description summary for the position for which I am applying. With my digital signature, I am providing the City of South St. Paul authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question "May we contact this employer?" contact with my current employer will not be made without my specific authorization.

I further understand that criminal history checks will be conducted and all employment offers are conditioned upon passing a criminal background check. Convictions are not an automatic bar to employment, each case is considered on its individual merits and the type of work sought. However, making false statements or withholding information may cause you to be rejected for or terminated from employment.

I also understand I may be required to submit to and pass a physical examination and/or drug screening by a City designated doctor. I also agree that in the event I am employed by the City, I will submit to further physical or drug screens when requested by the City.

I understand it is my responsibility to notify the City of South St. Paul in writing of any changes to information reported in this application for employment.

This application was submitted by Matthew P Paulus on 6/27/24 9:55 AM

Signature _____

Date _____



AGENDA ITEM: Professional Services Agreement – Prosecution Services

ACTION TO BE CONSIDERED:

Adopt Resolution 2024 - 098 approving a professional services agreement for prosecution services with Campbell-Knutson, P.A.

OVERVIEW:

The City of South St. Paul has engaged the services of Campbell Knutson, P.A. for misdemeanor and gross misdemeanor criminal prosecution since 2011. Since the inception of this relationship, Council has renewed this legal services agreement multiple times, with the most recent renewal in 2019, set to expire at the end of this year.

Terms of the 2019 agreement set a cap on prosecution legal fees of \$165,000 per year for the duration of the agreement, with the City committing to moving towards Axon for our squad and body worn camera vendor as the integrations would result in a reduction in staff time for both internal police department staff, as well as prosecutorial staff. The Department has since fully integrated Axon into our organization.

Through the term of this agreement, staff at Campbell Knutson, P.A., has tracked actual cost vs billed and the annual average during the current agreement term has been \$209,233. Year by year actuals are as follows:

2020

Billed: \$165,000.00

Discount: \$36,840.00

Actual Fees Incurred: \$201,840.00

2021

Billed: \$165,000.00

Discount: \$105,774.00

Actual Fees Incurred: \$270,774.00

2022

Billed: \$165,000.00

Discount: \$19,226.20

Actual Fees Incurred: \$184,226.20

2023

Billed: \$165,000.00

Discount: \$15,054.00

Actual Fees Incurred: \$180,054.00

2024

Billed through April: \$64,293.00

Discount: No discounts yet. We have not reached the yearly cap of \$165,000.00.

Professional services for criminal prosecution are impacted directly by departmental staffing and proactive criminal enforcement activity. As the needs in our community evolve, and our industry returns to enforcement activity levels experienced prior to 2020, staff anticipate the demand for this professional service to increase. This is supported by the 2024 average experience to date of \$16,073 per month which is leading towards an estimated end of year actual of \$192,876. Important to note that the Department is not at authorized staffing levels.

While each community has differing needs making a true comparison difficult, the City of West St. Paul did a targeted Request for Proposal (RFP) in 2021 and received four submittals, with the lowest responsible submittal coming in at \$216,000 (adjusted to \$220,320 for 2025).

Staff has engaged Cambell Knutson, P.A., in discussion surrounding a five-year renewal and they have returned a proposal with a 2025 annual cap of \$196,000, with subsequent years increasing by the cost-of-living adjustment approved by the city for non-unionized employees. As the City is billed monthly for actual experience, should the end of year actual be revealed to be under the cap, the city would realize the savings. The proposed term of agreement is calendar years 2025 – 2029.

Staff recommends renewing the agreement with Campbell Knutson, P.A., as they have been a trusted partner in our public safety mission for well over ten years, support our efforts through attending supervisory staff meetings and maintaining availability at all hours of the day and evening for the public safety emergencies our staff deal with daily.

SOURCE OF FUNDS:

2025 City Attorney Budget

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-98

AUTHORIZING EXECUTION OF PROSECUTION SERVICES CONTRACT

WHEREAS, Campbell-Knutson (the “Attorney”) offers to provide general prosecution services for the City of South St. Paul (the “City”) in accordance with the terms and conditions as detailed in a Professional Services Agreement attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, The Attorney will provide for the prosecution of non-felony charges within the City’s jurisdiction; and

WHEREAS, The City desires to obtain these prosecution services.

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

1. The Prosecution Services Agreement attached hereto as Exhibit A is hereby approved.
2. The Mayor and City Administrator are hereby authorized and directed to execute said Agreement on behalf of the City.

Adopted this 19th day of August, 2024

City Clerk

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF SOUTH ST. PAUL AND
CAMPBELL KNUTSON, *Professional Association***

THIS AGREEMENT, effective _____, 2025, is by and between the **CITY OF SOUTH ST. PAUL**, a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform criminal prosecution and related legal services for the City, as more fully described in the scope of services attached as Exhibit A.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City thirty (30) days written notice before the termination becomes effective.

3. COMPENSATION.

A. *Prosecution Services*: An annual cap for Prosecution Services shall be determined as follows:

- ◆ **Calendar Year 2025**: \$196,000.00 billed at the hourly rates set forth in Section 3.B.

- ◆ **Calendar Year 2026 through Calendar Year 2029:** The annual cap and hourly rates of the previous year will be increased by the cost-of-living adjustment the City approves for its non-union employees. For each year, the adjusted annual cap and hourly rates will be rounded up to the nearest dollar.

B. *Hourly Rates:* Attorney will send City a detailed monthly billing statement of the actual hours incurred in providing legal services. The minimum billing increment is two-tenths (0.2) hour. Attorney will bill at the following hourly rates, adjusted as provided in Section 3.A:

- ◆ Attorneys - \$139.00
- ◆ Legal Assistants/Law Clerks - \$98.00

C. *Legal Fees Not Included in Prosecution Services Annual Cap:* Legal Fees for the following legal services are not included in the Prosecution Services annual cap:

- ◆ Appeals, forfeitures, administrative citations or prosecution of ordinance violations initiated by any City department other than the Police Department will be billed at the hourly rates set forth in Section 3.B.

D. *Costs:* Out-of-pocket costs without mark-up. Costs include:

- ◆ mileage at IRS rate – only office to Dakota County Government Center/Hastings
- ◆ Lexis research (only if used for South St. Paul matters)
- ◆ recording fees
- ◆ postage of 50¢ or more
- ◆ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ◆ conflict attorneys' fees and costs

E. *Payments.* Payments for legal services provided the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. **INSURANCE.** The Attorney will purchase and maintain sufficient insurance to protect Attorney against claims for legal malpractice.

5. **MISCELLANEOUS.**

A. *Annual Review.* The City may conduct annual performance reviews of the Attorney with input by the City Administrator, Chief of Police and management team.

B. *Annual Presentation to the City Council.* Upon request of the City, the Attorney will provide the City Council with an annual presentation on prosecution activity and updates. The Attorney will provide other reports upon request.

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

D. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the South St. Paul City Council.

E. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the South St. Paul City Council.

Dated: _____, 2024.

CITY OF SOUTH ST. PAUL

BY: _____
James Francis, Mayor

AND _____
Ryan Garcia, City Administrator

Dated: _____, 2024.

CAMPBELL KNUTSON
Professional Association

BY: _____
Elliott B. Knetsch, Vice President

**EXHIBIT A
TO
AGREEMENT FOR LEGAL SERVICES**

SCOPE OF PROSECUTION SERVICES

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide South St. Paul with the following:

General Criminal Prosecution. Campbell Knutson's prosecution team will handle South St. Paul's non-felony cases from start to finish. This includes reviewing for charging, drafting formal complaints, all discovery, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, and any jury or court trial. We will handle any case initiated by the South St. Paul Police Department, the Dakota County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency.

Briefings/Officer Training/Ride-Alongs. Our representation will include our attorneys regularly attending roll-call briefings. We will provide quarterly training geared towards new officers but open to all officers. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety. Our prosecutors regularly participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

Legislative/Case Law Updates. We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions. We provide an annual Minnesota Criminal Law Legislative Update.

Availability/Response Time. We take extreme pride in client service. Command staff and officers are always able to reach us, day or night. Communication is the touchstone of a strong relationship. Our prosecutors' cell phone numbers are distributed to all staff. Officers routinely call our prosecutors after normal business hours with questions in the field, and on weekends particularly with respect to the 48-hour hold rule. We are available 24/7 to serve the City's needs



CITY COUNCIL AGENDA REPORT

Date: August 19, 2024

Department: Finance

Prepared by: Clara Hilger

Administrator: RG

8-F

AGENDA ITEM: Approve Transfer of the 2023 General Fund Unassigned Fund Balance to the Capital Programs Fund

ACTION TO BE CONSIDERED:

Motion to approve the transfer of excess 2023 General Fund Unassigned Fund Balance to the Capital Programs Fund.

OVERVIEW:

In December 2014, the City Council updated the Liquidity-Fund Balance Policy to state that, “The General Fund shall enter a new budget year with an unassigned fund balance that is in the range of 35-50% of the new year’s budgeted expenditures...”

At the end of 2023, the General Fund had an Unassigned Fund Balance of \$11,047,472 which exceeded 50% of the 2024 General Fund budgeted expenditures by \$434,879.

Staff requests formal approval of the transfer of \$434,879 from the General Fund to the Capital Programs Fund for future capital project costs.

SOURCE OF FUNDS:

General Fund Unassigned Fund Balance



CITY COUNCIL AGENDA REPORT
DATE: AUGUST 19, 2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

8-G

AGENDA ITEM: Acceptance of Gift Donations

ACTION TO BE CONSIDERED:

Motion to accept Resolution 2024-100, Acceptance of Gift Donations as submitted by the City Clerk.

OVERVIEW:

Donations will be approved by Resolution as they are received. The amount of the donation and the donors will still be listed separately on the Council Agenda and read aloud during the approval of the consent agenda.

SOURCE OF FUNDS:

N/A

City of South St. Paul
Dakota County,
Minnesota

RESOLUTION NO. 2024-100

Acceptance of Gift Donations

WHEREAS, The City of South St. Paul is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, in accordance with the terms prescribed by the donor.

WHEREAS, The City of South St. Paul receives donations from various sources and businesses within the City of South St. Paul and the surrounding areas.

WHEREAS, the City of South St. Paul finds it is appropriate to accept the donation(s) offered with appreciation.

THEREFORE, BE IT RESOLVED: by the City Council of the City of South St. Paul, Minnesota, to accept the following donation(s):

Doner	Amount	Department	Designation
Boy Scout Troop	\$200.00	Community Affairs	Splish Splash Bash
Metzen Realty & Assc.	\$530.00	Movie in the Park	Parks & Rec.

The City Clerk is hereby directed to issue receipts to each donor acknowledging the City's receipt of the donor's donation.

Adopted this 5th day of August 2024.

City Clerk



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 19, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

8-H

AGENDA ITEM: Approve Draft Encroachment Agreement for 1631 Concord Street North

ACTION TO BE CONSIDERED:

Approve draft encroachment agreement for 1631 Concord Street North and authorize the City Attorney to make minor changes to finalize the agreement prior to signature.

OVERVIEW:

Background

The Applicants, Ryan and Jade Rehderson, own the single-family home property at 1631 Concord Street North. They are hoping to sell his property soon and need to resolve some title issues relating to encroachments before they can complete the sale. The City Council approved an alley vacation on June 3rd that resolved some of the title issues and has already approved an encroachment agreement to resolve similar title issues at a neighboring property.

To summarize:

- The Applicant's property and surrounding properties were platted in 1886 as "HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHT'S OUT LOTS TO WEST ST. PAUL, DAKOT COUNTY." It is a small subdivision that divided up a large outlot from a plat that had been completed six years earlier in 1880.
- The 1886 subdivision included a very narrow alley right-of-way that is only 10-feet wide. The alley right-of-way has significant topography challenges, and no paved alley was ever built. The alley was partially vacated in 2001 and fully vacated on June 3, 2024.
- Between 1886 and 2001, the Applicant's block developed in a haphazard manner and many site improvements were built across property lines. Accessory buildings, driveways, walkways, retaining walls, private utilities, and other improvements encroach into the alley right-of-way and encroach across private property lines. The alley encroachments were resolved with the alley vacation in June.
- In 2001, the City approved a lot split to create a new parcel at 1614 Willis for the construction of a duplex. As part of the lot split approval, the City required the developer to deed a small parcel in the middle of the block to the City so that the City could work with the adjacent property owners to clean up the encroachments. However, the property owners on the block did not move forward with title clean-up efforts until this past year.

The Applicant has a gravel driveway, a fence, and a detached garage that encroach onto the City-owned parcel. They also have a retaining wall that encroaches slightly into the right-of-way for Homer Avenue and multiple retaining walls that encroach onto the City-owned parcel. Because

these improvements are unlawful encroachments and the City owns the underlying land, the owners cannot qualify for permits to replace or upgrade any of these improvements without securing encroachment agreements with the City. The individual who is planning to purchase the property would like to pave the gravel driveway.

Encroachment Agreements are Best Option for Resolving Title Issues

City Staff was initially working with property owners on the block to explore splitting up the City-owned parcel and selling a piece off to each adjacent property owner so that they would own all the land beneath their own site improvements. This ultimately proved not to be feasible for two main reasons:

- There are conflicts between different property owners' site improvements. 1614 Willis has a private sewer line and a private water line that run underneath the private driveway that serves 1631 Concord Street North. All of the improvements are located on the City-owned parcel.
- It is very expensive and difficult to survey properties in the Applicant's neighborhood because of title issues and because the topography is extremely challenging. The owners of 1614 Willis, 1621 Concord, and 1631 Concord have all hired licensed surveyors to survey their properties and there are significant discrepancies between the three surveys that were completed. The City would need to hire its own licensed surveyor and incur a significant expense to understand the City-owned parcel well enough to subdivide it in a way that would be satisfactory to all three adjacent property owners. There may not be consensus amongst the three property owners about where property lines should be drawn, and disagreements between the property owners could draw the process out indefinitely.

Because there are challenges that make it infeasible to sell off pieces of the City-owned parcel to resolve the encroachment issues, the best option for helping the property owners on the block clean up their titles is encroachment agreements. The three properties that have encroachments on the City-owned parcel can clean up their titles by requesting encroachment agreements to allow their improvements to legally remain on the City-owned parcel:

- a. The owner of 1621 Concord Street North requested an encroachment agreement and the request was approved on June 3, 2024.
- b. The owners of 1631 Concord Street North (the Applicants) are currently seeking an encroachment agreement.
- c. The owner of 1614 Willis has her private sewer line and private water line buried underneath the City-owned parcel. She may not feel the need to seek an encroachment agreement unless she is looking to sell her property in the future and wants to clean up her title to prepare for the sale.

Why is the City Council Approving a Draft Encroachment Agreement and Not the Final Agreement?

The Applicants purchased their property together in 2022 before they were married. When they were married earlier this year, they both elected to change their last name. They currently have last names that are different than the names on their title and are different than the tax assessor records. There could be some paperwork complications due to the name changes. The City Attorney will need to work with Dakota County to get the document recorded and needs to be authorized to make minor adjustments to the agreement to address any issues that may arise.

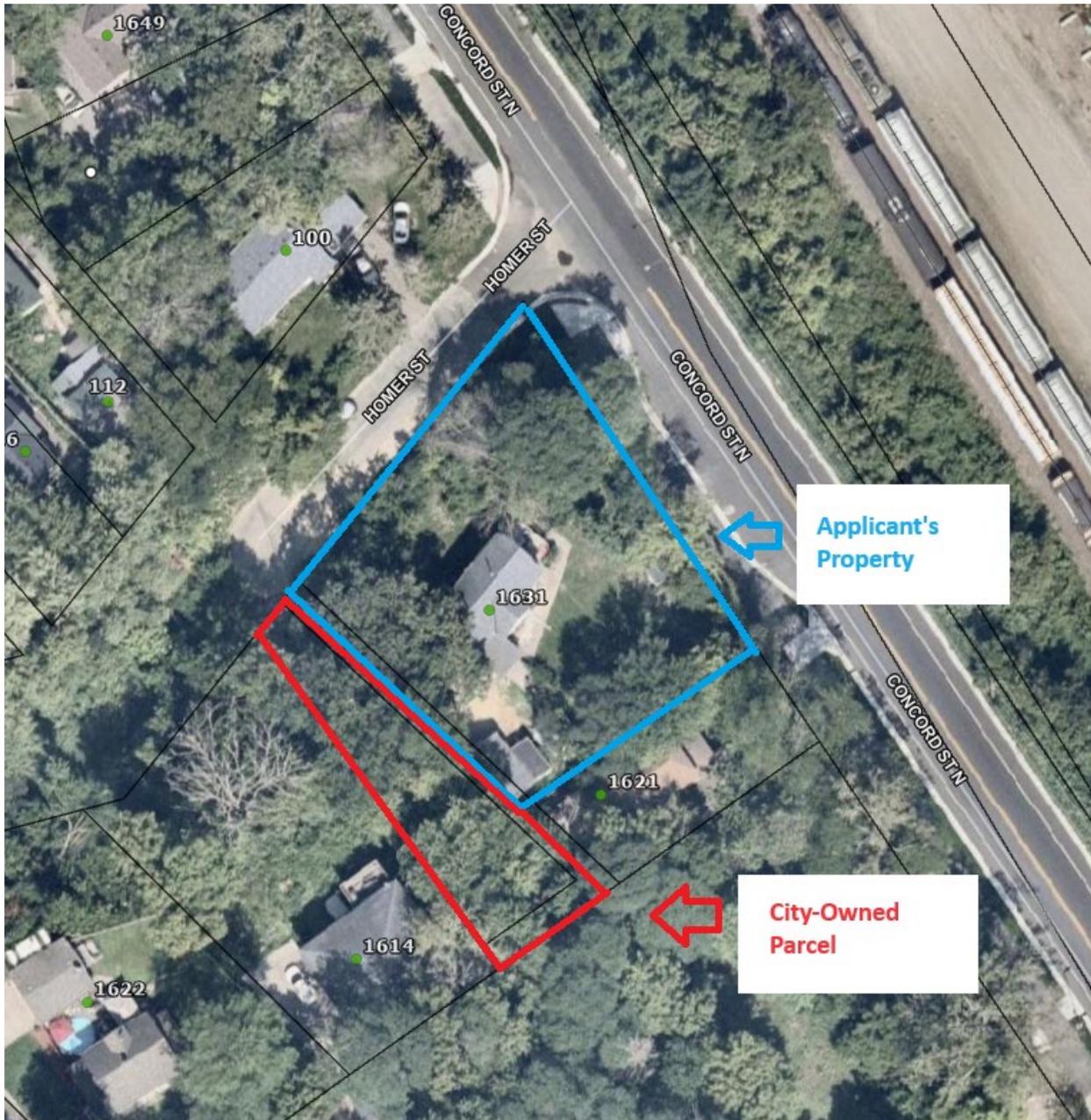
STAFF RECOMMENDATION:

Staff recommends that the City Council approve the draft encroachment agreement and authorize the City Attorney to make minor changes to finalize the agreement prior to signature.

Attachments

- A- Site Location Map**
- B- Labelled Site Map**
- C- Letter from the Applicant Requesting Encroachment Agreement**
- D- Survey of Applicant's Property**

**ATTACHMENT B
LABELLED SITE MAP**



ATTACHMENT C
LETTER FROM APPLICANT REQUESTING ENCROACHMENT AGREEMENT

Ryan and Jade Rehderson
1631 Concord St. N
South St. Paul, MN 55075

August 5th, 2024

City of South St. Paul
Attn: Michael Healy, 2nd Floor
125 3rd Ave N
South St. Paul, MN 55075

Dear Michael and the South St. Paul City Council,

We are writing to formally request an Encroachment Agreement with the City of South St. Paul. The property address is 1631 Concord St. N, South St. Paul, MN 55075.

The requested encroachment is to allow the detached garage, retaining walls, driveway, and fencing to encroach onto the City-owned parcel and to allow our existing retaining walls to encroach onto the right-of-way for Homer street.

We would like the agreement to allow the existing improvements to remain and be maintained/improved/replaced as needed to keep them in good condition and improve the overall appearance of one of the first properties one sees when entering South St. Paul. We have been in contact with the City's Planning Manager and are submitting this request at his recommendation.

A check for \$775 has been enclosed for the \$275 fee and \$500 escrow that is required for the encroachment process to commence.

Thank you,

Ryan and Jade Rehderson



**ENCROACHMENT AGREEMENT RELATING TO
LANDOWNER IMPROVEMENTS LOCATED AT 1631 CONCORD STREET NORTH,
SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA**

THIS ENCROACHMENT AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS LOCATED AT 1631 CONCORD STREET NORTH, SOUTH ST. PAUL, DAKOTA COUNTY, MINNESOTA (Agreement) is made this ____ day of _____, 2024, by and between the City of South St. Paul (“City”), a Minnesota municipal corporation, and Ryan Davis and Jade Fessler, a/k/a Ryan Rehderson and Jade Rehderson, spouses married to each other (collectively “Landowner”).

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

ARTICLE 1
TERMS

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

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

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

1.4 City Property. “City Property” means the real property located in the City of South St. Paul, Dakota County, Minnesota legally described in Exhibit A.

1.5 Landowner. “Landowner” means Ryan Davis and Jade Fessler, a/k/a Ryan Rehderson and Jade Rehderson, spouses married to each other, and their assigns and successors in interest with respect to the Subject Property.

1.6 Landowner Improvements. “Landowner Improvements” means the detached accessory garage, retaining walls, driveway and fencing on the Subject Property and City Property as shown on Exhibit B.

1.8 City Improvements. “City Improvements” means the existing and future alleyway, roadway, sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Property now or in the future.

1.9 Survey. “Survey” means the sketch attached as Exhibit B which identifies the location of the Landowner Improvements. The Survey is on file with the City.

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

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

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

ARTICLE 2 **RECITALS**

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

Recital No. 2 The City Property is adjacent to the Subject Property. The City owns the City Property. The City Improvements are within the City Property and future City Improvements may be located within the City Property.

Recital No. 3. Landowner has requested permission from the City to keep the Landowner Improvements within the City Property for the benefit of the Subject Property.

Landowner has also requested permission from the City to keep a retaining wall within the City Right of Way for the benefit of the Subject Property.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the City Property if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Improvements and the placement of any future City Improvements in the City Property.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Improvements or construct future City Improvements in the City Property.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Improvements.

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

ARTICLE 3 **AGREEMENTS**

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

The Landowner shall not place any other structures, retaining walls, driveway and fencing within the City Property except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements. The Landowner may further improve the existing improvements in approximately the same location which shall include but not be limited to the ability to pave the driveway. Minor adjustments to the location of the Landowner Improvements may be approved by the City Engineer.

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

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

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

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

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

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Property in order for the City to gain access to the City Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Improvements or adding future City Improvements.

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

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

work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

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

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing

requirements and any claims that the charges or special assessments exceed the benefit to the Subject Property. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared James P. Francis and Deanna Werner, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of South St. Paul, the municipality named in the foregoing instrument.

Notary Public

LANDOWNER

Ryan Davis and Jade Fessler, a/k/a Ryan Rehderson and Jade Rehderson,
spouses married to each other

Ryan Davis a/k/a Ryan Rehderson

Ryan Davis a/k/a Ryan Rehderson

Jade Fessler a/k/a Jade Rehderson

Jade Fessler a/k/a Jade Rehderson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Ryan Davis and Jade Fessler, a/k/a Ryan Rehderson and Jade Rehderson, spouses married to each other, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

Notary Public

This instrument was drafted by:

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY AND CITY PROPERTY

SUBJECT PROPERTY:

Lots numbered 1, 2, and 3, in Henley's Subdivision of Lot 2 of Albrecht's OutLots to West St. Paul, Dakota County, Minnesota.

1631 Concord Street N, South St. Paul, MN 55075

PID: 36-32500-00-030

CITY PROPERTY:

That part of Lot 5, HENLEY'S SUBDIVISION OF LOT 2 OF ALBRECHTS OUT LOTS TO WEST ST. PAUL, according to the recorded plat thereof, Dakota County, Minnesota lying northeasterly of the following described line and its northwesterly extension:

Commencing at the most northerly corner of said Lot 5; thence southwesterly along the northwesterly line of said Lot 5 a distance of 14.00 feet to the point of beginning of the line to be described; thence to the most southerly corner of said Lot 5 and there terminating.

PID: 36-32500-00-051



AGENDA ITEM: Approve Grant Agreement Between MNDOT and the City of South St. Paul for the Airport Beacon Replacement Project at Fleming Field

ACTION TO BE CONSIDERED:

Adopt Resolution 2024-101 Approving Grant Agreement Between MNDOT and the City of South St. Paul for the Airport Beacon Replacement Project at Fleming Field.

Overview:

The current beacon at the airport is becoming old and outdated and requires consistent maintenance and upkeep to keep it operational. It also utilizes a one-piece pole that requires personnel to climb the pole to service the beacon at the top. The new beacon will have a “tip down” style pole which will make maintenance safer, cheaper and less time consuming. The new beacon will use LED technology making it more reliable and less costly to operate and maintain.

This project will be funded 90% FAA, 5% MNDOT and 5% City of South St. Paul. Total cost for this project including Construction Administration. The breakdown is shown below.

FAA	\$111,071.00
MNDOT	\$6,171.65
City of South St. Paul	\$6,171.65
TOTAL	\$123,414.30

Airport Staff recommends approval of this agreement.

Source of Funds:

Airport Capital Fund

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-101
RESOLUTION RELATING TO AIRPORT:
APPROVE GRANT AGREEMENT BETWEEN MNDOT AND THE CITY OF SOUTH ST.
PAUL FOR THE AIRPORT BEACON REPLACEMENT PROJECT AT FLEMING FIELD

WHEREAS, The City Council has reviewed and considered an agreement for the Airport Beacon Replacement Project Between the City of South St. Paul and the MNDOT (the “Agreement”);

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

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

Adopted this 19th day of August 2024.

City Clerk

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the **City of South St. Paul** as follows:

1. That the state of Minnesota Agreement No. **1057704**,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. **A1903-82** at the **South St. Paul Municipal Airport** is accepted.
2. That the _____ and _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of South St. Paul.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF _____

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

(Name of the Recipient)

at an authorized meeting held on the _____ day of _____, 20____
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and City of South St. Paul, 125 3rd Ave N, South St. Paul, MN 55075-2097 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project State Project A1903-82, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A: Credit Application, Exhibit B: Grant Request Letter and Exhibit C: Cost Split.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Beacon Replacement	90%	5%	5%
Federal Committed:	<u>\$111,071.00</u>		
State:	<u>\$6,171.65</u>		
Grantee:	<u>\$6,171.65</u>		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Blank.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$6,171.65.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by credit application via email, Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: monthly basis as needed.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will

make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Arika Johnson, Airport Development Section Supervisor, 395 John Ireland Boulevard, Mail Stop 410, Saint Paul MN 55155 (651) 356-1336, arika.johnson@state.mn.us, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Andrew Wall, Airport Manager, City of South St. Paul, 125 3rd Avenue North, South St. Paul, MN 55075, (651)-554-3350, awall@southstpaul.org, or their successor. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant

agreement.

- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will

immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

- 10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent

that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Telecommunications Certification. By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035.

Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF AERONAUTICS
395 JOHN IRELAND BOULEVARD, MS 410
ST. PAUL, MINNESOTA 55155-1800
airportdevelopment@state.mn.us

Airport Name _____
State Project No. _____
Federal Project No. _____
Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____
By _____
Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____



EXHIBIT B

City of South St. Paul

*Fleming Field
South St. Paul Municipal Airport*

May 17, 2024

RE: South St. Paul Municipal Airport
FY 2024 AIP Grant Request

Travis Haskell
Regional Airport Engineer
Minnesota Department of Transportation
Office of Aeronautics
222 East Plato Blvd.
St. Paul, MN 55107

Dear Mr. Haskell:

The City of South St. Paul is requesting an Airport Improvement Program (AIP) grant from the Federal Aviation Administration (FAA) for the 2024 Beacon Replacement project at the South St. Paul Municipal Airport – Fleming Field. Associated costs with this project are as follows:

ITEM DESCRIPTION	TOTAL COSTS	FAA (90%)	STATE (5%)	LOCAL (5%)
Beacon Replacement (NEO)	\$81,113.00	\$73,001.00	\$4,056.00	\$4,056.00
Beacon Replacement Design and Construction Administration Services (SEH)	\$40,300.00	\$36,270.00	\$2,015.00	\$2,015.00
Administration (City of South St. Paul)	\$2,000.00	\$1,800.00	\$100.00	\$100.00
TOTAL PROJECT COSTS:	\$123,413.00	\$111,071.00	\$6,171.00	\$6,171.00

The City of South St. Paul is requesting federal participation for these projects at 90%, for a total grant request of **\$111,071.00**. Additionally, the City is requesting funding from MnDOT Aeronautics at five percent of the total project costs, or approximately \$6,171.00.

Thank you for your continued support of the South St. Paul Municipal Airport – Fleming Field. Please contact me if you have any questions.

Sincerely,

Andrew Wall
Airport Manager

EXHIBIT C

Airport: Fleming Field Municipal Airport
Sponsor: South St. Paul
UEI: NQ4DQJ4HQM55
State Project: 1903-82
State Agreement #:
Fed Project: 3-27-0093-xx-24
Description: AIP - Beacon Replacement
Date: 5/21/2024

Construction Item	Description	Total	Funding Rates		Federal	State	Local
			Federal	State			
1	Beacon Replacement (NEO)	\$ 81,113.00	90%	5.0%	\$ 73,001.70	\$ 4,055.65	\$ 4,055.65
CONSTRUCTION SUBTOTAL		\$ 81,113.00			\$ 73,001.70	\$ 4,055.65	\$ 4,055.65
Engineering Item	Description	Total	Federal	State	Federal	State	Local
1	Beacon Replacement Design and Construction Administration Services (SEH)	\$ 40,300.00	90%	5.0%	\$ 36,270.00	\$ 2,015.00	\$ 2,015.00
ENGINEERING SUBTOTAL		\$ 40,300.00			\$ 36,270.00	\$ 2,015.00	\$ 2,015.00
Administration Item	Description	Total	Federal	State	Federal	State	Local
1	Administration (City of South St. Paul)	\$ 2,000.00	90%	5.0%	\$ 1,800.00	\$ 100.00	\$ 100.00
ADMINISTRATION SUBTOTAL		\$ 2,000.00			\$ 1,800.00	\$ 100.00	\$ 100.00
Total (before adjustments)		\$ 123,413.00			\$ 111,071.70	\$ 6,170.65	\$ 6,170.65
Grant Amounts		\$ 123,413.00			\$ 111,071.00	\$ 6,170.65	\$ 6,170.65
Overall Share Percentages					90.00%	5.00%	5.00%



AGENDA ITEM: Approve Grant Agreement Between the FAA and the City of South St. Paul for the Airport Beacon Replacement Project at Fleming Field

ACTION TO BE CONSIDERED:

Adopt Resolution 2024-102 Approving Grant Agreement Between the FAA and the City of South St. Paul for the Airport Beacon Replacement Project at Fleming Field.

Overview:

The current beacon at the airport is becoming old and outdated and requires consistent maintenance and upkeep to keep it operational. It also utilizes a one-piece pole that requires personnel to climb the pole to service the beacon at the top. The new beacon will have a “tip down” style pole which will make maintenance safer, cheaper and less time consuming. The new beacon will use LED technology making it more reliable and less costly to operate and maintain.

This project will be funded 90% FAA, 5% MNDOT and 5% City of South St. Paul. Total cost for this project including Construction Administration. The breakdown is shown below.

FAA	\$111,071.00
MNDOT	\$6,171.65
City of South St. Paul	\$6,171.65
TOTAL	\$123,414.30

Airport Staff recommends approval of this agreement.

Source of Funds:

Airport Capital Fund

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-102
RESOLUTION RELATING TO AIRPORT:
APPROVE GRANT AGREEMENT BETWEEN THE FAA AND THE CITY OF SOUTH ST.
PAUL FOR THE AIRPORT BEACON REPLACEMENT PROJECT AT FLEMING FIELD

WHEREAS, The City Council has reviewed and considered an agreement for the Airport Beacon Replacement Project Between the City of South St. Paul and the FAA (the “Agreement”);

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

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

Adopted this 19th day of August 2024.

City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota

Dakota-Minnesota Airports
District Office
6020 28th Ave S, Ste 102
Minneapolis, MN 55450

August 1, 2024

Mr. James P. Francis
Mayor
125 3rd Ave N
South St Paul, MN 55075

Dear Mr. Francis:

The Grant Offer for Airport Improvement Program (AIP) Project **No. 3-27-0093-028-2024** at South St Paul Municipal/Richard E Fleming Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 01, 2024.**
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Mark Johnson, (612) 253-4642, mark.r.johnson@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 1, 2024

Airport/Planning Area South St Paul Municipal/Richard E Fleming Field Airport

Airport Infrastructure Grant
Number 3-27-0093-028-2024

Unique Entity Identifier DZLFRPGBJW27

TO: City of South St. Paul

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

This grant channels through the State of Minnesota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 26, 2024, for a grant of Federal funds for a project at or associated with the South St Paul Municipal/Richard E Fleming Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the South St Paul Municipal/Richard E Fleming Field Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Rotating Beacon

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor’s adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor’s acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$111,071.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$111,071 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 01, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
 - c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
 - d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
 - e. *Definitions.* For purposes of this Grant Condition:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 24, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Environmental.** The environmental approval for this project was issued on 3/12/2024.
31. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The Sponsor agrees that it will:
- a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
 - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
 - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 1, 2024

City of South St. Paul

(Name of Sponsor)



James P. Francis (Aug 1, 2024 13:00 CDT)

(Signature of Sponsor's Authorized Official)

By: James P. Francis

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Amanda Johnson, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Minnesota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 5, 2024

By: *Amanda Johnson*
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of South St. Paul), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 26, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of South St. Paul

Airport: South St Paul Municipal/ Richard E Fleming Field Airport

Project Number: 3-27-0093-028-2024

Description of Work: Reconstruct Airport Rotating Beacon

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes No N/A

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 1, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: James P. Francis

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:  James P. Francis (Aug 1, 2024 13:00 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of South St. Paul

Airport: South St Paul Municipal/ Richard E Fleming Field Airport

Project Number: 3-27-0093-028-2024

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 1, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: James P. Francis

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
James P. Francis (Aug 1, 2024 13:00 CDT)

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of South St. Paul

Airport: South St Paul Municipal/ Richard E Fleming Field Airport

Project Number: 3-27-0093-028-2024

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR §200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 1, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: James P. Francis

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official:


James P. Francis (Aug 1, 2024 13:00 CDT)

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Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of South St. Paul

Airport: South St Paul Municipal/ Richard E Fleming Field Airport

Project Number: 3-27-0093-028-2024

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 1, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: James P. Francis

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
James P. Francis (Aug 1, 2024 13:00 CDT)

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Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of South St. Paul

Airport: South St Paul Municipal/ Richard E Fleming Field Airport

Project Number: 3-27-0093-028-2024

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

Yes No N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

Yes No N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR §26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

Yes No N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

Yes No N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

Yes No N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR §200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 1, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: James P. Francis

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 
[James P. Francis \(Aug 1, 2024 13:00 CDT\)](#)

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Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of South St. Paul

Airport: South St Paul Municipal/ Richard E Fleming Field Airport

Project Number: 3-27-0093-028-2024

Description of Work: Reconstruct Airport Rotating Beacon

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

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1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).
- Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- Yes No N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes No N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes No N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes No N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

August 1, 2024

Name of Sponsor:

Name of Sponsor's Authorized Official: James P. Francis

Title of Sponsor's Authorized Official: Mayor

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CITY COUNCIL AGENDA REPORT
DATE: 8/19/2024
DEPARTMENT: CITY CLERK
Prepared by: Deanna Werner
ADMINISTRATOR: RG

9-A

AGENDA ITEM:

Call for 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:

To call for a public hearing to be held on Tuesday, September 3, 2024, 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.

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 and seeking to expand the business and be able to sell and serve liquor on the premises.

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

As required by City Code, the City Council now needs to call for a public hearing. Staff is recommending the hearing be scheduled for Tuesday, September 3, 2024.

SOURCE OF FUNDS: N/A



CITY COUNCIL AGENDA REPORT

DATE: AUGUST 19, 2024

DEPARTMENT: Planning

Prepared By: Michael Healy, Planning Manager

ADMINISTRATOR: RG

10-A

AGENDA ITEM: Conditional Use Permit for On-Sale Liquor at 111 Concord Exchange South

ACTIONS TO BE CONSIDERED:

Motion to approve Resolution 2024-103 approving a conditional use permit for on-sale liquor at 111 Concord Exchange South.

OVERVIEW:

Application

The Applicant, TL Networks LLC, operates a restaurant and grocery store at 111 Concord Exchange South in the old VFW building. The restaurant and grocery store operates under the name “Mexatlan Supermercado.” The Applicant is planning to reopen one of the banquet halls in the lower floor of the building which was previously used by the VFW. They are seeking a conditional use permit for on-sale liquor which would allow them to qualify for an on-sale liquor license so they can sell alcohol at private events taking place in the banquet hall.

Background

The Applicant, TL Networks LLC, purchased the old VFW building at 111 Concord Exchange South in 2019. The Applicant owns the “Taco Libre” chain of restaurants and they have used the old VFW building to expand and diversify their operations. Part of the building is used as a commissary kitchen for ingredients that are shipped out to Taco Libre restaurants across the metro and used in the company’s food truck operation. Part of the building is used for office space. Part of the building is used as a grocery store. The grocery store contains a small restaurant and an ice cream parlor which each have their own seating area with tables. Part of the building is used as a bakery and baked products are available in the grocery store.

The Applicant is actively using most of the building but there is a large banquet hall on the lower floor that has been dormant since the building stopped being a VFW. The Applicant is seeking to bring this banquet hall back online as a rental space for private events. The banquet hall would function as an extension of the restaurant that is already in the building.

Earlier in 2024, the City Council approved a “consumption and display” permit for the banquet hall space. With this type of permit, individual guests can bring their own alcohol to consume on-site but no alcohol can be sold at the property. The Applicant recently reanalyzed their business plan and believe that they are more likely to be financially successful if their business model includes alcohol sales instead of allowing customers to bring their own alcohol to events. They plan to seek an on-sale liquor license instead of utilizing the consumption and display permit.

Property Characteristics

The subject property has a unique layout. It has frontages along both Concord Street and Concord Exchange. The building is built into a small hill and essentially has two first floors, one facing each frontage. The grocery store is on the upper floor and has doors facing Concord Exchange. The banquet hall space is on the lower floor and has doors facing Concord Street. The building was originally constructed in the mid-1950's and received a large addition in 1989. The building has a utilitarian design with few windows and little architectural detailing. The Applicant has invested significant funds in improving the landscaping and parking lots and has recently repainted the building.

The subject property includes 4 separate tax parcels which together constitute roughly 2 acres of land. The building straddles two small parcels, the northern parking lot sits on its own parcel, and the southern parking lot sits on its own parcel.

Details of Proposed Business Model

Per the Applicant, the current plans for the business are as follows:

- They are looking to obtain a full liquor license to offer beer, wine, and spirits.
- They are looking to host a wide variety of events including quinceaneras, weddings, birthday parties, and community celebrations.
- They anticipate initially employing 10 individuals and hosting 1-2 events each week.
- They want to operate the banquet hall space with very flexible hours and may operate as late as 2 AM on weekends.
- They are currently only looking to offer alcohol in the lower-floor banquet room. It is possible that they would want to offer beer and wine in the main restaurant space (which is located within the grocery store) at some point in the future.

Zoning and Comprehensive Plan Guidance

The subject property is zoned “CGMU-1-Concord Gateway Mixed Use Subdistrict 1” and guided “mixed-use” in the 2040 Comprehensive Plan. In the CGMU zoning district:

- “Cafés, cafeterias, and restaurants” are a permitted use and do not need special zoning approvals.
- On-sale liquor requires a conditional use permit. *Any business that wants to sell wine, beer, or liquor for consumption on-site must get a conditional use permit before they are eligible for a liquor license. The City can attach reasonable “case by case” conditions to the conditional use permit.*

- Any individual “use” within a building that has a gross floor area of 10,000 square feet or more requires a conditional use permit. *The Applicant has several different uses within the building on the subject property and so far, no individual use has reached the point of triggering the conditional use permit requirement.*

The old VFW was lawful nonconforming (“grandfathered”) and had a liquor license even though they did not have a conditional use permit. Because that use ceased for longer than one full calendar year, all “grandfather rights” have been lost and the Applicant needs a conditional use permit to get a liquor license.

Licensing For This Type of Business

The conditional use permit is just one tool that the City uses to regulate this type of business. The Applicant will also need to keep two different licenses in good standing to operate with their proposed business model:

1. They need to hold an on-sale liquor license to sell alcohol. *This license is issued by the City Council and can be revoked for liquor-related code violations.*
2. They need to hold an entertainment license to have any type of event with a DJ or live music where alcohol is served. *This license is issued by the City Council and can be revoked for code violations related to their DJ’s or live music.*

State Statute lays out base requirements for liquor licenses. State Statute allows bars and restaurants to sell alcohol until 1 AM with a standard liquor license. Bars and restaurants can sell alcohol until 2 AM with a special permit. The City Code is allowed to be stricter than State Statute but cannot be less strict. The City Code does restrict hours of operation for bars and restaurants in some parts of the community but businesses that are within 750 feet of Concord Street are not subject to those restrictions. The subject property is located in what has historically been the community’s entertainment district where late night activities have always been welcome.

Where Can Alcohol Be Consumed?

When the Applicant applies for their liquor license, they will need to provide a floor plan that defines the “premises” where alcoholic beverages will be served and consumed. Minnesota State Statute is strict regarding what types of businesses can sell alcohol. Restaurants are allowed to sell alcohol for on-site consumption, but grocery stores are not. There are grocery stores throughout the Twin Cities (i.e Whole Foods, Lunds & Byerly’s, and Hy-Vee) that operate small in-store restaurants which serve alcohol. In each of these grocery store buildings, the liquor license defines the area that is considered the restaurant and customers need to stay in this area to consume their drinks. Unlike in Wisconsin, is not legal in Minnesota to wander a grocery store with an alcoholic beverage in hand.

Currently, the Applicant is only proposing to sell alcohol in the lower-level banquet hall. If they want to offer alcoholic beverages in the upper-level restaurant and/or ice cream parlor in the future, that is something that they will need to work out with the City Clerk’s office as part of their liquor license.

Site and Building Plan Review

The Applicant is not proposing to make any changes to the exterior of the building or the overall site. An analysis of the site is included in the attached Planning Commission memo.

CONDITIONAL USE PERMIT CRITERIA

Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- (3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- (4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- (5) That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
- (6) *In Business districts.* Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

DISCUSSION

Conditional Use Permit review is “case by case” and the City can attach reasonable conditions to the approval. A conditional use permit can be revoked by the City Council if the conditions are not adhered to. Conditional Use Permits “run with the land” and are inherited by the new owner if the property changes hands.

The proposed use is located in the City’s mixed-use district along Concord Exchange and the City does want to see entertainment options added to this street. It is exciting to see this corridor take on new energy as new buildings are constructed and property owners make investments in improving existing buildings. Staff would recommend placing the same conditions on the CUP that have been recently placed on other similar businesses related to licensing, on-site security for large events, and compliance with the noise ordinance. Additionally, there should be conditions related to SAC determination, lot combination, and fire safety. South Metro Fire Department performed an inspection of the banquet hall space on August 5th and confirmed that the space is largely compliant with Fire Code requirements and needs just a few minor adjustments.

PLANNING COMMISSION PUBLIC HEARING

The Planning Commission held a public hearing for the conditional use permit at their meeting on August 7, 2024. No members of the public submitted comments or attended the hearing. Planning Commissioners expressed excitement for the old VFW banquet hall to be put back into service as this is a space with a lot of history that is very special to the community. The Planning Commission recommended approval with a 6-0 vote.

STAFF AND PLANNING COMMISSION RECOMMENDATION:

Staff recommends approval of Resolution 2024-103.

60-DAY REVIEW DEADLINE: September 7, 2024

City of South St. Paul
Dakota County, Minnesota

RESOLUTION NO. 2024-103

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR ON-SALE LIQUOR AT 111 CONCORD EXCHANGE SOUTH

WHEREAS, the City received an application from TL Networks LLC requesting the following approvals:

- A Conditional Use Permit for On-Sale Liquor.

WHEREAS, the subject property is located at 111 Concord Exchange South (“the Property”); and legally described as follows:

(See Exhibit A)

WHEREAS, the Planning Commission held a public hearing on the application at their August 7, 2024 meeting, preceded by notice as required by law; and

WHEREAS, the Planning Commission recommended approval (6-0) of the application at their August 7, 2024 meeting; and

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

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

1. Facts. The facts found by the City Council as stated in the Planner’s report dated August 7, 2024 regarding this matter is hereby adopted and included herein by reference including the following attachments:
 - a. Site Location Map
 - b. Subject Property Parcel Map
 - c. Photographs of Subject Property and Banquet Hall Space
 - d. Floor Plan for Banquet Hall Space
 - e. Applicant’s Narrative
 - f. 2023 Sprinkler Inspection Report
 - g. Public Hearing Notice

2. Findings.

A. The City Council determines that the proposed Conditional Use Permit is consistent with the following criteria:

- i. That the conditional use, which such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- ii. If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- iii. That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- iv. That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- v. That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.

B. The City Council approves the Conditional Use Permit subject to the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:

- a. **Application (Diana Luna Ramirez Martinez)** **dated 5/8/2024**
- b. **Narrative (Diana Luna Ramirez Martinez)** **Undated**
- c. **Floor Plan for Banquet Hall Space (Diana Luna Ramirez Martinez)** **Undated**

2. **Status of Previous Conditional Use Permits.** All previous conditional use permits applying to the subject property are hereby terminated as part of this approval and any conditions that are still relevant will be incorporated into this approval document. The Applicant and property owner acknowledge and agree that the previous conditional use permits are terminated, and hereby waive any rights related to the previous conditional use permits.

3. **Establishing Occupancy Load for Banquet Hall Space.** The Applicant shall coordinate with the Fire Marshal to establish the maximum occupancy load for the banquet hall space, and this must be posted. The Fire Marshal may require the Applicant to hire a design professional to establish the occupancy load if it cannot be determined from existing records.

4. **On-Site Security Officer Required for Large Private Events with Alcohol.** The Applicant shall be required to provide an on-site security officer for the duration of any

private event with over 100 guests where alcohol is provided. Ticketed events are considered private events.

5. **Liquor License Required.** The Applicant must obtain a liquor license prior to beginning alcohol sales. The Applicant must keep their liquor license in good standing and comply with any requirements attached to the license.
6. **Hours that Alcohol Can Be Served.** The Applicant shall adhere to any restrictions that are placed on their liquor license regarding the hours that alcohol can be served, pursuant to City Code and State Statute.
7. **Compliance with Entertainment Licensing Requirements.** The Applicant shall obtain an entertainment license prior to providing any entertainment that requires a license.
8. **Compliance with Noise Ordinance.** Excessive violations of the noise ordinance may result in the revocation of the conditional use permit. The City Council, at their sole discretion, shall determine what constitutes excessive violations.
9. **Sewer Access Charge Determination.** The Applicant shall provide the City with a Sewer Access Charge (SAC) determination letter from the Metropolitan Council for their overall use of the building. The Applicant shall pay any required SAC fees. A violation of this condition will be considered a code violation which may result in administrative citations.
10. **Lot Combination Required.** The Applicant is required to combine the two parcels that comprise their building into one tax parcel using Dakota County's lot combination process. This includes PID #36-15260-00-531 and PID #36-02700-01-101. The lot combination form must be submitted to Dakota County by no later than September 30, 2024. A violation of this condition will be considered a code violation which may result in administrative citations. The Zoning Administrator may waive this condition if Dakota County is unable to complete the lot combination and it turns out that the parcels cannot be combined without replatting the subject property.
11. **Addressing Deficiencies Identified During Fire Marshal's Inspection.** The Applicant shall address the deficiencies identified during the Fire Marshal's Inspection:
 - a. Curtains that are currently hanging from the wall and ceiling which block sprinkler head coverage will need to be removed.
 - b. There is a sprinkler head in the main banquet area that will need to be fixed. It is recessed into the ceiling tile and missing the escutcheon plate.
12. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

Adopted this 19th day of August, 2024

City Clerk

EXHIBITS

A- Legal Description

EXHIBIT A
LEGAL DESCRIPTION

Parcel A:

That part of Lots 26, 27 and 28, Block 2, The Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, on file and of record in the office of the County Recorder within and for Dakota County, Minnesota described as follows:

(A)

Beginning at the Southwest corner of said Lot 28, thence North 7 degrees 30 minutes 33 seconds West bearing assumed, along the Westerly line of said Lots 28, 27 and 26, a distance of 69.54 feet; thence North 82 degrees 29 minutes 27 seconds East a distance of 52.95 feet; thence on a tangential curve, concave to the South, having a radius of 71.89 feet, a central angle of 43 degrees 17 minutes 45 seconds, a distance of 54.32 feet to the Westerly right of way line of State Trunk Highway No. 56; thence South 53 degrees 49 minutes 05 seconds East along said right of way line, a distance of 43.35 feet; thence South 10 degrees 06 minutes 01 seconds East, along said right of way line, a distance of 20.05 feet to the SE corner of said Lot 28; thence South 82 degrees 29 minutes 27 seconds West, along the South line of said Lot 28, a distance of 134.50 feet to the point of beginning, according to the recorded plat thereof, and situate in Dakota County, Minnesota.

30-72850.02-321 (A+T)

Abstract Property

Parcel B:

Lots Twenty-Nine (29), Thirty (30), Thirty-One (31) and Thirty-Two (32), Block Two (2) of the Stockyards Rearrangement of Blocks One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve of South St. Paul, according to the recorded plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota; Lots Forty-Eight (48), Forty-Nine (49), Fifty (50), Fifty-One (52), Fifty-Two (52) and Fifty-Three (53) of Subdivision of Block One (1) of Bryant's Addition to the City of South St. Paul, Dakota County, Minnesota according to the recorded plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota and that part of the Northwest Quarter of the Northeast Quarter of Section Twenty-Seven (27), Township Twenty-Eight (28) North, Range Twenty-Two (22) West, Dakota County, Minnesota, all jointly described as follows:

83524

Commencing at the Northwest corner of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 25 seconds East, assumed bearing, along the North line of said Northwest Quarter of the Northeast Quarter, 166.77 feet to the Southwest corner of said Lot 32, said point also being the Northwest corner of said Lot 53, and the point of beginning of the parcel to be described; thence North 10 degrees 42 minutes 22 seconds West, along the West line of said Lot 32, a distance of 9.50 feet; thence North 7 degrees 34 minutes 02 seconds West along the West line of said Lots 29, 30, 31 and 32, a distance of 87.30 feet to the Northwest corner of said Lot 29; thence North 82 degrees 25 minutes 58 seconds East, along the North line of said Lot 29, a distance of 134.34 feet to the Northeast corner of said Lot 29; thence South 10 degrees 06 minutes 02 seconds East, along the East line of said Lot 29, a distance of 0.66 feet thence South 9 degrees 42 minutes 00 seconds East, along the East line of said Lots 29, 30, 31 and 32, a distance of 111.91 feet to the North line of said Northwest Quarter of the Northeast Quarter; thence North 88 degrees 55 minutes 25 seconds East, along the North line of said

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83324

Northwest Quarter of the Northeast Quarter 7.64 feet to the Westerly right-of-way of State Trunk Highway No. 56, as monumented by the Minnesota Department of Transportation; thence South 9 degrees 44 minutes 45 seconds East, along said Westerly right-of-way, 50.49 feet; thence South 79 degrees 17 minutes 38 seconds West 7.23 feet; thence South 9 degrees 50 minutes 57 seconds East, 87.51 feet to the intersection with the Easterly extension of the South line of said Lot 48; thence South 79 degrees 17 minutes 38 seconds West, along said Easterly extension and the South line of said Lot 48 a distance of 135.09 feet to the Southwest corner of said Lot 48, thence North 10 degrees 42 minutes 22 seconds West, along the West line of said Lots 48, 49, 50, 51, 52 and 53, a distance of 162.50 feet to the point of beginning.

36-72850-02-321 (A+T)

Torrens Property

Parcel C:

A

Lots Forty four (44), Forty five (45), Forty six (46) and Forty seven (47) of Subdivision of Block 1 of Bryant's Addition to the City of South St. Paul, Dakota County, Minnesota, according to the plat thereof now on file and of record in the office of the Register of Deeds within and for said County and State.

36-02900-01-101 (A+T)

Abstract Property

Parcel D:

44111

That part of the Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section Twenty-seven (27), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, lying Easterly of the Easterly lines of Lots Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42) and Forty-three (43) of the Subdivision of Block 1, of Bryant's Addition to the City of South St. Paul, the plat of which is on file and of record in the office of the Register of Deeds, within and for Dakota County, Minnesota, and Northerly of the Easterly extension of the Southerly line of the Northerly 18.55 feet, as measured at a right angle, of said Lot Thirty-six (36), and Southerly of the Easterly extension of the Northerly line of said Lot Forty-three (43) and bordered on the East by a line described as follows: Beginning at the Southeast corner of Block 1 of Subdivision of Block 1 of Bryant's Addition to the City of South St. Paul, Dakota Co., Minn., thence North 6 degrees 55 minutes 16 seconds West along the Easterly line of said Block 1 to the Southeast corner of Lot 28 in said Block 1; thence North 79 degrees 40 minutes 17 seconds East along the Easterly extension of the of the Southerly line of said Lot 28 a distance of 15.23 feet, which is the point of beginning of the line to be described; thence North 9 degrees 25 minutes 12 seconds West a distance of 75 feet, thence South 79 degrees 40 minutes 19 seconds West a distance of 1.14 feet; thence Northwesterly along a curve concave to the Northeast and not tangent to the last described line a distance of 51.06 feet said curve having a radius of 3823.33 feet and a central angle of 0 degrees 45 minutes 51 seconds and the chord of said curve bears North 9 degrees 56 minutes 34 seconds West thence North 9 degrees 33 minutes 38 seconds West along a line tangent to said curve a distance of 146.68 feet; thence North 9 degrees 21 minutes 9 seconds West to the intersection with the extension Easterly of the Southerly line of Lot 51 in said Block 1, and said line there terminating. Subject however to the right of Chicago and North Western Transportation Company reserving minerals, and further reserving the rights to maintain, operate, use, reconstruct and replace all existing conduits, sewers, watermains, gas lines, etc., according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

36-02900-01-101 (A+T)

36-15260-00-531 (A+T)

Torrens Property

Parcel E:

The North 18.55 feet, as measured at a right angle of Lot Thirty six (36), and Lots Thirty seven (37), Thirty eight (38), Thirty nine (39), Forty (40), Forty one (41), Forty two (42) and Forty three (43) of Subdivision of Block 1 of Bryant's Addition to the City of South St. Paul, Dakota County, Minnesota, according to the plat thereof now on file and of record in the office of the Register of Deeds within and for said County of Dakota and State of Minnesota. Together with all the hereditaments and appurtenances thereunto or anywise appertaining, to the Grantee, its successors and assigns, Forever. Subject to conditions and covenants, see Document No. 78244, according to the recorded plat thereof, and situate in Dakota County, Minnesota.

84102

36-15260-00-433

Removed on Direct ive

Torrens Property

Parcel F:

That part of the following described property lying South of the North line of Lot Forty-seven (47), Block One (1) of Subdivision of Block 1 of Bryant's Addition to the City of South St. Paul, Dakota County, Minnesota, extended Easterly the Westerly right of way of the Chicago and North Western Railway Co.

That part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 28 North, Range 22 West of the Fourth Principal Meridian, bounded as follows: On the South by the Easterly extension of the South line of Lot 44 in Block 1 in Subdivision of Block 1 of Bryant's Addition to South St. Paul; on the West by the East line of Lot 44, 45, 46, 47, 48, 49, 50 and 51 in said Block 1; on the North by the Easterly extension of the North line of the South 12.5 feet of said Lot 51; and on the East by the following described line: Beginning at a point on the Easterly extension of the South line of said Lot 44, distant 8.5 feet Westerly, measured at right angles, from the center line of the most Westerly spur tract of the Chicago and North Western Railway Company (formerly the Chicago Great Western Railway Company), as said spur tract is now located; thence Northerly along a line parallel with said spur tract center line, and the Northerly extension thereof, to a point on the Easterly extension of the south line of said Lot 51; thence Easterly along said South line, extended of Lot 51, to a point distant 16 feet Easterly, measured at right angles, from the Southerly extension of the East line of Lots 26 to 32, inclusive, in Block 2 of Stockyards Rearrangement of Blocks 1 to 12, inclusive, South St. Paul; thence Northerly along a line parallel with said East line of Lots 26 to 32, to a point on the Easterly extension of the North line of the South 12.5 feet of Lot 51 in Block 1, in said Bryant's Addition and there terminating EXCEPTING THEREFROM that part lying Easterly of a line parallel with and distant 30 feet Westerly, measured at right angles, from the center line of the main track of the Chicago and North Western Railway Company (formerly the Chicago Great Western Railway Company) as said main track is now located.

(A) DP pt. 44-47 1/2

Abstract Property

36-02700-01-101 (A 11)



AGENDA ITEM 4.A

South St. Paul Planning Commission

Prepared By: Michael Healy, Planning Manager	Meeting Date: 8/7/2024
Item Description: Public Hearing for a Conditional Use Permit for On-Sale Liquor at 111 Concord Exchange South	

ACTION REQUESTED

A motion recommending approval or denial of a conditional use permit for on-sale liquor at 111 Concord Exchange South.

BACKGROUND/ DISCUSSION

OVERVIEW

Application

The Applicant, TL Networks LLC, operates a restaurant and grocery store at 111 Concord Exchange South in the old VFW building. The restaurant and grocery store operates under the name “Mexatlan Supermercado.” The Applicant is planning to reopen one of the banquet halls in the lower floor of the building which was previously used by the VFW. They are seeking a conditional use permit for on-sale liquor which would allow them to qualify for an on-sale liquor license so they can sell alcohol at private events taking place in the banquet hall.

Review Timeline

Application Submittal: July 9, 2024
Planning Commission: August 7, 2024
Tentative City Council Meeting: August 19, 2024
60-Day Review Deadline: September 7, 2024

Background

The Applicant, TL Networks LLC, purchased the old VFW building at 111 Concord Exchange South in 2019. The Applicant owns the “Taco Libre” chain of restaurants and they have used the old VFW building to expand and diversify their operations. Part of the building is used as a commissary kitchen for ingredients that are shipped out to Taco Libre restaurants across the metro and used in the company’s food truck operation. Part of the building is used for office space. Part of the building is used as a grocery store. The grocery store contains a small restaurant and an ice cream parlor which each have their own seating area with tables. Part of the building is used as a bakery and baked products are available in the grocery store.

The Applicant is actively using most of the building but there is a large banquet hall on the lower floor that has been dormant since the building stopped being a VFW. The Applicant is seeking to bring this banquet hall back online as a rental space for private events. The banquet hall would function as an extension of the restaurant that is already in the building. Earlier in 2024, the City Council approved a “consumption and display” permit for the banquet hall space. With this type of permit, individual guests can bring their own alcohol to consume on-site but no alcohol can be sold at the property. The UFCW Union Hall at 266 Hardman Avenue North is an example of another banquet facility in town that has a consumption and display permit.

The Applicant has not yet reopened the banquet facility as there are still some outstanding building/inspections requirements that need to be addressed. They recently reanalyzed their business plan and believe that they are more likely to be financially successful if their business model includes alcohol sales instead of allowing customers to bring their own alcohol to events. They plan to seek an on-sale liquor license instead of relying on the consumption and display permit that has already been approved.

Property Characteristics

The subject property has a unique layout. It has frontages along both Concord Street and Concord Exchange. The building is built into a small hill and essentially has two first floors, one facing each frontage. The grocery store is on the upper floor and has doors facing Concord Exchange. The banquet hall space is on the lower floor and has doors facing Concord Street. The building was originally constructed in the mid-1950’s and received a large addition in 1989. The building has a utilitarian design with few windows and little architectural detailing. The Applicant has invested significant funds in improving the landscaping and parking lots and has recently repainted the building.

The subject property includes 4 separate tax parcels which together constitute roughly 2 acres of land. The building straddles two small parcels, the northern parking lot sits on its own parcel, and the southern parking lot sits on its own parcel.

Details of Proposed Business Model

Per the Applicant, the current plans for the business are as follows:

- They are looking to obtain a full liquor license to offer beer, wine, and spirits.
- They are looking to host a wide variety of events including quinceaneras, weddings, birthday parties, and community celebrations.
- They anticipate initially employing 10 individuals and hosting 1-2 events each week.
- They want to operate the banquet hall space with very flexible hours and may operate as late as 2 AM on weekends.
- They are currently only looking to offer alcohol in the lower-floor banquet room. It is possible that they would want to offer beer and wine in the main restaurant space (which is located within the grocery store) at some point in the future.

Zoning and Comprehensive Plan Guidance

The subject property is zoned “CGMU-1-Concord Gateway Mixed Use Subdistrict 1” and guided “mixed-use” in the 2040 Comprehensive Plan. In the CGMU zoning district:

- “Cafés, cafeterias, and restaurants” are a permitted use and do not need special zoning approvals.
- On-sale liquor requires a conditional use permit. *Any business that wants to sell wine, beer, or liquor for consumption on-site must get a conditional use permit before they are eligible for a liquor license. The City can attach reasonable “case by case” conditions to the conditional use permit.*
- Any individual “use” within a building that has a gross floor area of 10,000 square feet or more requires a conditional use permit. *The Applicant has several different uses within the building on the subject property and so far, no individual use has reached the point of triggering the conditional use permit requirement based on gross floor area.*

The old VFW was lawful nonconforming (“grandfathered”) and had a liquor license even though they did not have a conditional use permit. Because that use ceased for longer than one full calendar year, all “grandfather rights” have been lost and the Applicant needs a conditional use permit to get a liquor license.

Relevant City Code

The following code sections are relevant to this review:

- Section 118-125 of the City Code governs the Concord Gateway Mixed Use zoning district
- Section 118-40 of the City Code governs Conditional Use Permits.
- Sections 118-351 through 118-355 govern off-street parking and loading.

Licensing For This Type of Business

The conditional use permit is just one tool that the City uses to regulate this type of business. The Applicant will also need to obtain a liquor license and keep it in good standing to sell alcohol. The liquor license is issued by the City Council and can be revoked for license violations.

State Statute lays out base requirements for liquor licenses. State Statute allows bars and restaurants to sell alcohol until 1 AM with a standard liquor license. Bars and restaurants can sell alcohol until 2 AM with a special permit. The City Code is allowed to be stricter than State Statute but cannot be less strict. The City Code does restrict hours of operation for bars and restaurants in some parts of the community but businesses that are within 750 feet of Concord Street are not subject to those restrictions. The subject property is located in what has historically been the community’s entertainment district where late night activities have always been welcome.

If the Applicant wants to serve alcohol and provide music and other types of entertainment, they will also need to secure an entertainment license. This type of license is issued by the City Council and can be revoked for license violations.

Site and Building Plan Review

The Applicant is not currently proposing to make any changes to the exterior of the building or the overall site.

Parking

The subject property has roughly 100 off-street parking stalls which are located primarily in surface parking lots to the north and south of the building. Properties in the CGMU district also get credit for on-street parking stalls adjacent to their property which means that they have an additional 19 stalls of on-street parking (the street is currently under construction and this number was provided by the Engineering Department). This means that there are roughly 119 total parking stalls for the building. South St. Paul does not have fixed minimum parking requirements for non-residential uses and instead the City Code lays out a process for determining parking needs for each project:

- Each “use” has a default parking requirement under the City Code. Restaurants and banquet halls have a default requirement of 1 parking stall per 3 customer seats. Grocery stores and offices have a default requirement of one parking stall per 400 square feet of gross floor area.
- The Planning Commission and City Council will evaluate actual parking needs “case by case” as part of the review of any conditional use permit. They will consider things like on-street parking, shared parking, transit, pedestrian connectivity, and information about actual parking needs supplied by the Applicant. Businesses that do not require a conditional use permit may submit a “parking and circulation plan” and receive permission to deviate from the default requirements.

The Applicant has substantially decreased the property’s overall parking demand since acquiring it in 2019. The entire building consisted of restaurant and banquet hall space when it operated as a VFW. Much of the building is now being used for less intense uses such as offices, a bakery, and a grocery store. There should be no issues with parking availability and many people attending private events with alcohol in 2024 can be expected to utilize rideshare options (i.e., Uber and Lyft) instead of driving themselves to the subject property.

Where Can Alcohol Be Consumed?

When the Applicant applies for their liquor license, they will need to provide a detailed floor plan that defines the “premises” where alcoholic beverages will be served and consumed. Minnesota State Statute is strict regarding what types of businesses can sell alcohol. Restaurants are allowed to sell alcohol for on-site consumption, but grocery stores are not. There are numerous grocery stores throughout the Twin Cities (i.e. Whole Foods, Lunds & Byerly’s, and Hy-Vee) that operate small in-store restaurants which serve alcohol. In each of these grocery store buildings, the liquor license defines the area that is considered the restaurant and customers need to stay in this area to consume their drinks. Unlike in Wisconsin, it is not legal in Minnesota to wander a grocery store with an alcoholic beverage in hand.

Currently, the Applicant is only proposing to sell alcohol in the lower-level banquet hall. If they want to offer alcoholic beverages in the upper-level restaurant and/or ice cream parlor in the future, that is something that they will need to work out with the City Clerk’s office as part of their liquor license.

Cleaning Up Old Approvals

When the building operated as the VFW, there was a very small fenced-in outdoor dining area outside of the Concord Exchange entrance. During the VFW era, both floors of the building were used for restaurant/banquet hall space and this outdoor dining area was contiguous with an active restaurant space on the upper floor. The outdoor dining area was only large enough for 2 or 3 small tables and likely was intended primarily to accommodate tobacco smoking after indoor smoking became illegal in 2007. The outdoor dining area was approved via a “conditional use permit for outdoor dining” in 2007 which was amended to adjust the site plan in 2008.

The Applicant has converted most of the upper level into a grocery store and the small outdoor dining area is no longer used. The Applicant has not removed the fencing, but the area is now used exclusively as a customer entrance and there are no tables. The conditional use permits from 2007 and 2008 should be terminated because this area no longer functions as an outdoor dining area, and it would be problematic if the Applicant tried to bring it back online and serve alcohol there since it is no longer adjacent to a restaurant space. The City recently simplified the process for getting an outdoor dining space approved so it will be very easy for the Applicant to establish an outdoor dining space in the future if they so desire. A conditional use permit is no longer required for outdoor dining.

Sewer Access Charges

The Metropolitan Council owns the region’s sewer system and they require property owners to obtain a Sewer Access Charge (SAC) determination if the use of a building is going to change. Changing the use of a building may trigger the payment of SAC fees if the Metropolitan Council determines that the new use is going to have a greater impact on the sewer system than the previous use. They use a book of mathematical formulas to make this determination. City Staff has been working with the Applicant to complete the SAC determination process since the upper floor was converted from a banquet hall to a grocery store and restaurant in 2023. It is very important that the Applicant completes this process, and it needs to be a condition of approval so the Applicant treats it as a high priority. The Metropolitan Council periodically audits their SAC records to make sure that all required sewer access fees have been paid. They may penalize businesses and municipalities that do not follow SAC determination procedures.

Parcel Configuration

The subject property consists of four different parcels. Each of the two parking lots sits on its own parcel. The building itself straddles two parcels and a property line appears to run through the banquet hall space. The two parcels underneath the building need to be combined and this should be a condition of approval for the conditional use permit. This is for two reasons:

1. Technically, it may be considered a Building Code and/or Fire Code violation to have a property line run through the building since there is not a firewall along the property line.
2. The City will need to define the “premises” where alcohol will be served as part of the liquor licensing process. Having the building straddle two parcels adds an extra PID # to the equation and complicates the property’s title which makes it hard to process the liquor license cleanly.

The Dakota County Tax Assessor will combine the two parcels free of charge. The Applicant simply needs to submit a signed application.

Surrounding Land Uses

Direction	Existing Use	Existing Zoning	Comp Plan Guidance
West	City Auto Glass	CGMU-1	Grand Exchange Mixed-Use
North	Vacant City-owned parcel	CGMU-1	Grand Exchange Mixed-Use
East (across Concord Street)	Bridgepoint Industrial Park	I-1 Light Industrial	Light Industrial
South	Protouch Painting Inc.	CGMU-1	Grand Exchange Mixed-Use

CONDITIONAL USE PERMIT CRITERIA

Conditional Use Permits should be reviewed through the lens of the criteria outlined in the City Code:

- (1) That the conditional use, with such conditions as the commission shall determine and attach, conforms to the general purpose and intent of this chapter.
- (2) If the application is based on the conditional use provision in this chapter that the issuance conforms to the general characteristics of the district of which it will become a part.
- (3) That the conditional use will not impede the normal and orderly development and improvement of property in the neighborhood for uses permitted in the district or districts affected.
- (4) That adequate utilities, access roads, streets, drainage, and other necessary facilities have been or will be provided.
- (5) That adequate measures have been or will be taken to provide ingress and egress in such a manner as to minimize traffic congestion and hazards in the public streets.
- (6) *In Business districts.* Certain uses are considered, as a rule, unsuitable in commercial areas because of inherent characteristics (e.g., traffic hazards, noise, light glare), proximity to residential areas, the fact that they tend not to serve nearby residential areas, or may adversely affect nearby permitted business uses.

COMMENTS FROM OTHER DEPARTMENTS

South Metro Fire Department

Fire Marshal Terry Johnson provided comments which are summarized below:

- The occupancy load for the banquet hall space needs to be established and the space needs to be posted with the maximum occupancy. The Fire Departments has records from 2018 and the Applicant should coordinate with the Fire Department to complete this process.
- A third-party contractor performed an inspection of the building's sprinkler system in September of 2023 and submitted an inspection report to South Metro Fire Department. The Fire Department needs to confirm that the issues outlined in the report have all been addressed. Specifically:
 - The report notes that sprinkler coverage is missing in some areas but does not provide specifics. If any sprinkler coverage is missing in the banquet hall area or the ancillary spaces (i.e.

restrooms), then it should be a “condition of approval” that sprinkler coverage be added to adequately protect people using the banquet hall facility.

- Corroded sprinkler heads in the kitchen need to be inspected and replaced if defective
- Sprinkler heads above mezzanine need to be cleaned and inspected
- Replace painted sprinkler heads downstairs
- Replace missing handle on main sprinkler drain
- Repair outside horn/strobe alarm

South Metro Fire Department has tentatively scheduled an inspection of the space for Monday, August 5th and more information should be available prior to the Planning Commission meeting.

Police Department

Chief Wicke provided comments which are summarized below:

- As with previous on-sale liquor CUP’s, the Police Department will continue to request that the City Council consider requiring that surveillance cameras be installed inside and outside the property with footage made available to law enforcement upon request. *The Planning Commission and the City Council discussed this topic extensively in 2023 as part of the review of a new restaurant and banquet hall at the 5th Avenue Plaza Shopping Center. The Planning Commission and City Council were not comfortable with proactively requiring surveillance cameras as a CUP condition. Surveillance cameras can be required in the future as part of the liquor licensing process if the property has security issues.*
- The Police Department would like to see the CUP require an on-site security officer for any event with alcohol that has more than 100 guests. *This requirement was also placed on the banquet hall at the 5th Avenue Plaza Shopping Center.*

DISCUSSION

Conditional Use Permit review is “case by case” and the City can attach reasonable conditions to the approval. A conditional use permit can be revoked by the City Council if the conditions are not adhered to. Conditional Use Permits “run with the land” and are inherited by the new owner if the property changes hands.

The proposed use is located in the City’s mixed-use district along Concord Exchange and the City does want to see entertainment options added to this street. It is exciting to see this corridor take on new energy as new buildings are constructed and property owners make investments in improving existing buildings. Staff would recommend placing the same conditions on the CUP that have been recently placed on other similar businesses related to licensing, on-site security for large events, and compliance with the noise ordinance. Additionally, there should be conditions related to SAC determination, lot combination, and fire safety as discussed earlier in this staff memo.

STAFF RECOMMENDATION

Staff recommends approval of the conditional use permit with the following conditions:

1. **Approved Plans.** The conditions of this approval are based on the following plans:

a. Application (Diana Luna Ramirez Martinez)	dated 5/8/2024
b. Narrative (Diana Luna Ramirez Martinez)	Undated
c. Floor Plan for Banquet Hall Space (Diana Luna Ramirez Martinez)	Undated
2. **Status of Previous Conditional Use Permits.** All previous conditional use permits applying to the subject property are hereby terminated as part of this approval and any conditions that are still relevant will be incorporated into this approval document. The Applicant and property owner acknowledge and agree that the previous conditional use permits are terminated, and hereby waive any rights related to the previous conditional use permits.
3. **Establishing Occupancy Load for Banquet Hall Space.** The Applicant shall coordinate with the Fire Marshal to establish the maximum occupancy load for the banquet hall space, and this must be posted. The Fire Marshal may require the Applicant to hire a design professional to establish the occupancy load if it cannot be determined from existing records.
4. **Sprinkler Coverage in Banquet Room 1 and Ancillary Spaces.** The Applicant shall ensure that Banquet Room 1 (as shown on the floor plan) and the ancillary spaces such as restrooms are adequately protected by the sprinkler system. This is subject to review and approval by the Fire Marshal.
5. **On-Site Security Officer Required for Large Private Events with Alcohol.** The Applicant shall be required to provide an on-site security officer for the duration of any private event with over 100 guests where alcohol is provided. Ticketed events are considered private events.
6. **Liquor License Required.** The Applicant must obtain a liquor license prior to beginning alcohol sales. The Applicant must keep their liquor license in good standing and comply with any requirements attached to the license.
7. **Hours that Alcohol Can Be Served.** The Applicant shall adhere to any restrictions that are placed on their liquor license regarding the hours that alcohol can be served, pursuant to City Code and State Statute.
8. **Compliance with Entertainment Licensing Requirements.** The Applicant shall obtain an entertainment license prior to providing any entertainment that requires a license.
9. **Compliance with Noise Ordinance.** Excessive violations of the noise ordinance may result in the revocation of the conditional use permit. The City Council, at their sole discretion, shall determine what constitutes excessive violations.
10. **Sewer Access Charge Determination.** The Applicant shall provide the City with a Sewer Access Charge (SAC) determination letter from the Metropolitan Council for their overall use of the building. The Applicant shall pay any required SAC fees. A violation of this condition will be considered a code violation which may result in administrative citations.

11. **Lot Combination Required.** The Applicant is required to combine the two parcels that comprise their building into one tax parcel using Dakota County's lot combination process. This includes PID #36-15260-00-531 and PID #36-02700-01-101. The lot combination form must be submitted to Dakota County by no later than September 30, 2024. A violation of this condition will be considered a code violation which may result in administrative citations. The Zoning Administrator may waive this condition if Dakota County is unable to complete the lot combination and it turns out that the parcels cannot be combined without replatting the subject property.

12. **Addressing Deficiencies Outlined in 2023 Sprinkler Inspection Report.** The Applicant shall address the deficiencies outlined in the 2023 Sprinkler Inspection Report dated 9/6/2023, subject to review and approval by the Fire Marshal. This includes the following:
 - a. Corroded sprinkler heads in the kitchen need to be inspected and replaced if defective
 - b. Sprinkler heads above mezzanine need to be cleaned and inspected
 - c. Replace any painted sprinkler heads downstairs.
 - d. Replace missing handle on main sprinkler drain.
 - e. Repair outside horn/strobe alarm.

13. **Termination of the Conditional Use Permit.** The Conditional Use Permit will terminate if improvements have not substantially begun within one year from the date of approval. The violation of any condition of approval in the conditional use permit may terminate the conditional use permit(s), following a hearing by the City Council.

The recommended conditions related to fire safety may be modified prior to the Planning Commission meeting depending on the results of the Fire Marshal's inspection on August 5th.

Action Requested

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

1. Approval. If the Planning Commission wishes to recommend approval of the conditional use permit, the following action should be taken:
 - A. Motion to recommend approval of a conditional use permit for on-sale liquor at 111 Concord Exchange South.
2. Denial. If the Planning Commission wishes to recommend denial of the conditional use permit, the following action should be taken:
 - B. Motion to recommend denial of a conditional use permit amendment for on-sale liquor at 111 Concord Exchange South.

If the Planning Commission wants to recommend denial, it will require a finding that the CUP request is not consistent with one of more parts of the CUP criteria.

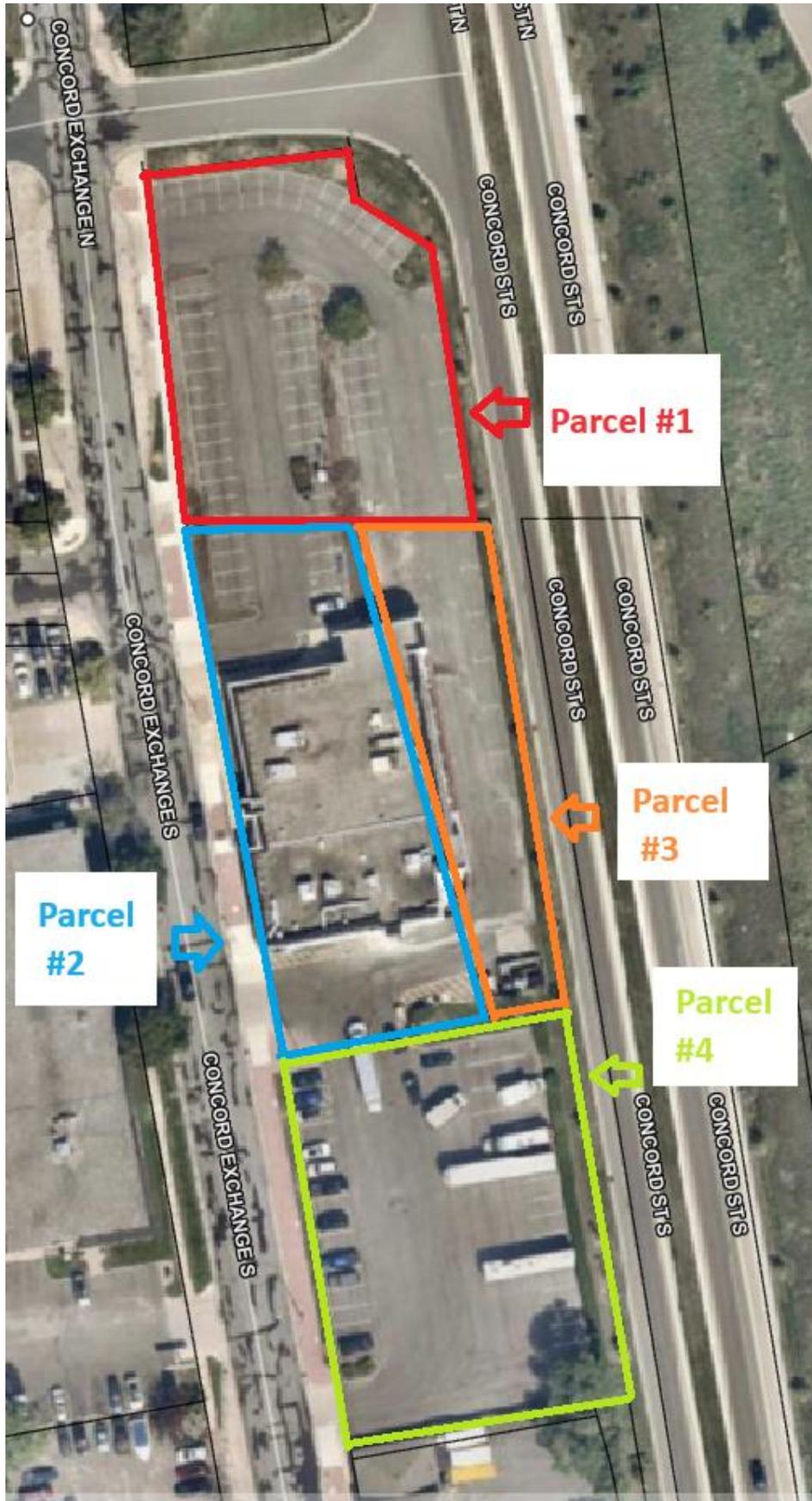
ATTACHMENTS

- A. Site Location Map
- B. Subject Property Parcel Map
- C. Photographs of Subject Property and Banquet Hall Space
- D. Floor Plan for Banquet Hall Space
- E. Applicant's Narrative
- F. 2023 Sprinkler Inspection Report
- G. Public Hearing Notice

ATTACHMENT A
SITE LOCATION MAP



**ATTACHMENT B
SUBJECT PROPERTY PARCEL MAP**



***PARCEL 2 AND PARCEL 3 NEED TO BE COMBINED**

**ATTACHMENT C
PHOTOGRAPHS OF SUBJECT PROPERTY AND BANQUET HALL SPACE**



GROCERY STORE ENTRANCE FACING CONCORD EXCHANGE



GROCERY STORE FAÇADE ALONG CONCORD EXCHANGE



BANQUET HALL ENTRANCE FACING CONCORD STREET



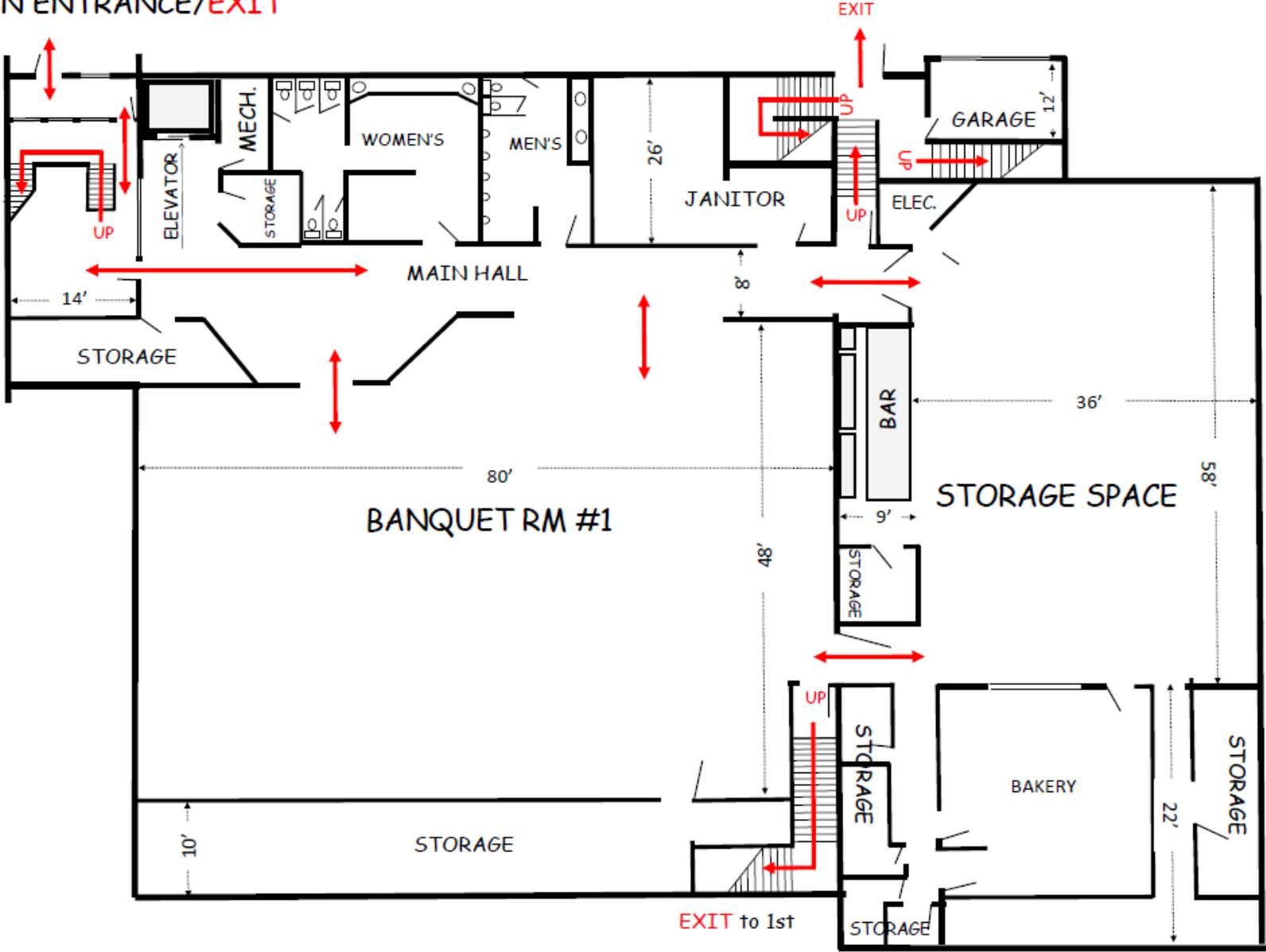
BUILDING FAÇADE FACING CONCORD STREET



**LOWER LEVEL BANQUET HALL SPACE
(PHOTOGRAPHS TAKEN 7/30/2024)**

ATTACHMENT D
FLOOR PLAN FOR BANQUET HALL SPACE

MAIN ENTRANCE/EXIT



EVENT CENTER LOWER FLOOR PLAN

ATTACHMENT E
APPLICANT'S NARRATIVE

To Whom May Concern:

My name is Luna Ramirez, and I am the owner of TL Networks LLC. I applied previously for a consumption and display license in the spring of 2024. As previously shared, we are reopening the doors of the banquet halls that existed previously at the former VFW. I am applying now for a full liquor license due to a reanalysis of our business model; it will be better fitting for our plans of operations and community needs. Due to other business ventures, we delayed the reopening, but now have the intention to complete this project. We have been told beloved memories of weddings and other life milestones being celebrated in this building, and this is exactly what we hope to provide again to a new generation of South St. Paul citizens. We are looking to host a wide variety of events such as traditional quinceaneras, weddings, and birthday parties, and expand to community celebrations. We wish for the reopening of the doors to be accepted well into the community and at this time anticipate employing 10 individuals and hosting 1-2 events per week. The days and operations are expansive as we are opening this space to anyone with a need that could be during the week or on the weekends and as late as 2 am. We plan to work with all local officials to coordinate and comply for this business to be successful. Our wish is to provide a gathering space that is accessible and bring people together in a space that holds meaning for many in our South St. Paul community.

Sincerely,
Diana Luna Ramirez Martinez



REPORT OF SPRINKLER INSPECTION

3. WATER SUPPLIES

a. Water supply sources? City: Gravity Tank:

13.2 Main Drain Test Results Made During This Inspection

Pressure Fire Pump & Tank
 Pressure Fire Pump & City
 Pressure Fire Pump & Pond

Test Pipe Located	Size Test Pipe	Static Supply Pressure Before	Residual Pressure	Return to Static Pressure	Test Pipe Located	Size Test Pipe	Static Supply Pressure Before	Residual Pressure	Return to Static Pressure
Riser	2"	130	95	120					

4. TANKS, PUMPS, FIRE DEPT. CONNECTIONS 9.1 13.7

- a. Do fire pumps, gravity, surface or pressure tanks appear to be in good external conditions?
 b. Are gravity, surface and pressure tanks at the proper pressure and/or water levels?
 c. Has the storage tank been internally inspected in the last 3 yrs. (unlined) or 5 yrs. (lined)? Date: _____
 13.7 d. Are fire dept. connections in satisfactory condition, couplings free, caps or plugs in place and check valves tight?
 e. Are fire dept. connections visible and accessible? Quarterly Semi-Annual

YES	NA	NO
/		
/		
/		

5. WET SYSTEMS

- a. No. of systems: 1 Make, Model, & Size: 3" 05y
 b. Are cold weather valves in the appropriate open or closed position?
 If closed, has piping been drained?
 c. Has the Customer been advised that cold weather valves are not recommended?
 d. Have all the antifreeze systems been tested? Date: _____
 The antifreeze tests indicated protection to: (Note temp & type for each. Example: -15F/-26C glycol or -15F/-26C glycerin)

System 1) _____	2) _____	3) _____
4) _____	5) _____	6) _____

YES	NA	NO
/		
/		
/		
/		
/		

13.4 13.5 e. Did alarm valves, water flow alarm devices and retards test satisfactorily?

6. DRY SYSTEMS 13.2 13.4

- a. No. of systems: _____ Make, Model, & Size: _____
 Date last trip tested: _____ Partial Full (Every 3 years)
 b. Are the air pressure and priming water levels normal?
 c. Did the air compressor operate satisfactorily?
 d. Air compressor oil checked? Belt?
 e. Were Auxiliary / Low Point drains drained during this inspection? No. of Drains: _____
 KNOWN Locations 1) _____ 2) _____
 3) _____ 4) _____
 f. Did all quick opening devices operate satisfactorily? Make: _____ Model: _____
 g. Did all the dry valves operate satisfactorily during this inspection?
 h. Is the dry valve house heated?
 i. Do dry valves appear to be protected from freezing?

YES	NA	NO
/		
/		
/		
/		
/		
/		

7. SPECIAL SYSTEMS

- a. No. of systems: _____ Make & Model, & Size: _____
 Type: _____
 b. Were valves tested as required?
 c. Did all heat responsive systems operate satisfactorily?
 d. Did the supervisory features operate during testing?
 e. Has a supplemental test form for this system been completed and provided to the customer? (Please attach)
 Auxiliary equipment: No. _____ Type: _____
 Location _____
 Test results _____

YES	NA	NO
/		
/		
/		
/		

8. ALARMS 13.2

- a. Did the water motors and gong operate during testing?
 b. Did the electric alarms operate during testing?
 c. Did the supervisory alarms operate during testing?

YES	NA	NO
/		
/		
/		

REPORT OF SPRINKLER INSPECTION

YES	NA	NO
✓		
✓		
✓		
✓		
✓		
✓		
✓		
✓		

9. SPRINKLERS - PIPING

- 5.2 a. Do sprinklers generally appear to be in good external condition?
- 5.2 b. Do sprinklers generally appear to be free of corrosion, paint, or loading and visible obstructions?
- 5.4.1 c. Are extra sprinklers and sprinkler wrench available on the premises?
(#, size, finish, temp, brand, of spare heads)
- 5.2 d. Does the exposed exterior condition of piping, drain valves, check valves, hangers, pressure gauges, open sprinklers and strainers appear to be satisfactory?
- 6.2 e. Does the hand hose on the sprinkler system appear to be in satisfactory condition?
- 5.2 f. Does there appear to be proper clearance between the top of all storage and the sprinkler deflector?

Not Deficiency

WE suggest to have ENGINEER LOOK @ The Following:

- Missing coverage - Multiple areas
- Corroded heads in kitchen - (16) SR Chrome 165 pendants
- Dust loaded heads above Mezz
- No dry heads in any cooler or freezer
- Missing ceiling tiles throughout - outside Alarm does NOT work
- Missing handle on main drain - (2) Painted heads - down stairs
- 165° SR Chrome pendant

11. THE INSPECTOR SUGGESTS THE FOLLOWING NECESSARY IMPROVEMENTS. THESE SUGGESTIONS ARE NOT THE RESULT OF AN ENGINEERING SURVEY AND DO NOT REFLECT CONDITIONS ABOVE CEILINGS OR IN CONCEALED SPACES:

IF ORIGINAL INSTALLATION Documents show the current system configuration, then it's NOT A DEFICIENCY

12. ADJUSTMENTS OR CORRECTIONS MADE: Per NFPA 25

13. LIST CHANGES IN OCCUPANCY, HAZARD OR FIRE PROTECTION SYSTEM, AS ADVISED BY CUSTOMER IN SECTION 1 a-c:

14. INSPECTION DEFICIENCIES AND SUGGESTED IMPROVEMENTS WERE DISCUSSED WITH THE CUSTOMER /CUSTOMER REPRESENTATIVE.
If No, explain.

YES	NO
✓	

IMPORTANT NOTICE TO CUSTOMER Customer acknowledges and agrees that, in the absence of a Service Agreement between the parties, services hereunder are performed pursuant to the terms and conditions of this Report, agrees that the services have been completed to Customer's satisfaction and that the system is in good working order and repair, unless services performed were of a temporary nature, in which case Customer acknowledges that part of customer's system may have been bypassed or is otherwise inoperable until service can be completed. **CUSTOMER'S ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS AT THE REVERSE SIDE/END OF THIS REPORT.** This Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contract a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER SIGNATURE

[Handwritten Signature]

DUPLICATE TO:

STREET: _____
CITY, STATE AND ZIP: _____
ATTN: _____

Terms and Conditions for Inspection Contracts for The Fire Group, Inc.

1. **Payment.** Work performed on a Time and Material Basis as a result of this inspection shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Unless agreed upon by parties, Customer agrees to pay Company within 30 days of the date of this agreement, or within 30 days of the time of the service, whichever is later. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied, or based on the service charges pursuant to this Agreement. Company shall have the right to stop performing any Services if Customer fails to make payment when due. Customer's failure to make payment is a material breach of this agreement.
2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than spelled out in the Scope of Work, the price will be increased accordingly. Customer agrees to pay for all taxes, excise taxes, false alarm assessments, or any charges assessed by any governmental agency, as a result of the service charges pursuant to this agreement.
3. **Alarm Monitoring.** Any reference to alarm monitoring is for pricing purposes only. Alarm monitoring services are performed pursuant to terms and conditions under the alarm monitoring contract.
4. **Code Compliance.** Company does not inspect for code compliance unless spelled out in the Scope of Work. Customer understands that the local Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional requirements will be provided at an additional cost to Customer. The Inspection Services spelled out under Scope of Work of the Agreement do not include an Engineering Review of the installed systems. It is the Customer's responsibility to notify Company of any changes of occupancy or use of their premises since the installation of the system being inspected.
5. **Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in the Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. **SHOULD COMPANY BE FOUND LIABLE FOR ANY LOSS, DAMAGE OR INJURY ARISING FROM A FAILURE OF THE EQUIPMENT OR SERVICE IN ANY RESPECT, COMPANY'S LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE AGREEMENT PRICE.** Where agreement covers multiple sites, the liability shall be limited to the amount of payments allocable to the site where the incident occurred.
6. **General Provisions.** All work to be done during regular business hours (7am-5pm, M-F) unless spelled out specifically in this agreement. This Agreement covers inspection services only and does not cover maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer, unless specifically spelled out in the Scope of Work of the Agreement. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear.
7. **Customer Responsibility.** Customer shall notify Company with regards to any building additions or modifications. Company is performing inspection services and not an engineering review of the installed systems.
8. **Repair Services.** Unless stated in the Scope of Work, this Agreement is for inspection and testing only, and does not include repairs. Repairs, when ordered by the customer, will either be performed at standard material and labor rates, in effect at the time of the inspection, or as a separate proposal to the Customer by the Company.
9. **Reports.** Company will provide a written report to Customer as a result of the inspection and testing service. This report will be provided on Company's current Report form. When required by local statute, code, or standard, a copy will be provided to the local Authority Having Jurisdiction. Company will provide the written report to Customer's insurance company if requested by the Customer. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested.
10. **Confined Space.** If access to confined space by Company is required for the performance of the services, services shall be scheduled and performed in accordance with Company's then current hourly rate.
11. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior the execution of this Agreement, the best of Customer's knowledge there is no: Permit confined space (as defined by OSHA); Risk of infectious disease; Need for air monitoring, respiratory protection, or other medical risk; Asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement. Company reserves the right to stop all Services in the event any of the above hazardous substances are found.
12. **Limited Warranty.** Company warrants all workmanship and material provided under this inspection or as repairs as a result of this inspection for a period of 90 days from the install date. Warranty shall not extend beyond the payment terms set out in the agreement. Should Customer not pay for the covered Services, the warranty stops immediately effective on the past due date.
13. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damage, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to the Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort, strict liability or otherwise. Company reserves the right to select outside counsel to represent it in any such action.
14. **Force Majeure.** Company shall not be responsible for delays or failure to render services due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, severe weather, or any other cause beyond the control of the Company.
15. Company may terminate this agreement immediately at its sole discretion upon the event of any default as hereinafter defined. Company may also terminate this agreement if Company's performance or obligations under this Agreement becomes impracticable due to obsolescence of equipment or installed materials.
16. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof.
17. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, the Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.
18. **Legal Fees.** Company shall be entitled to recover from the Customer all reasonable legal fees incurred in connection with company enforcing the terms and conditions of this agreement.
19. **Remedies for Default.** In the event the Customer defaults as spelled out elsewhere in this agreement or by not making payment of amounts due and payable within terms for the Services provided under this Agreement, the Company shall have all remedies for collection available to them as allowed by law. Customer will be responsible for reimbursement of all reasonable legal fees and other expenses reasonably incurred should collection proceedings be required to secure payment under this Agreement.

**ATTACHMENT G
PUBLIC HEARING NOTICE**

 <p>City of South St. Paul 125 Third Avenue North South St. Paul, MN 55075 www.southstpaul.org</p>		<p><u>Notice of Public Hearing</u></p>
Applicant(s):	TL Networks LLC	
Request:	The Applicant is seeking a conditional use permit for on-sale liquor so that they can serve alcohol at the restaurant located within the same building as the Mexatlan Supermercado (the former VFW building). They are planning to reopen the banquet halls on the lower level of the building and wish to serve alcohol in this space. The property is zoned Concord Gateway Mixed-Use Subdistrict 1 and a conditional use permit is required before a business in this zoning district can qualify for a liquor license.	
Subject Property	111 Concord Exchange South	
Public Hearing Time and Location:	<p align="center">City Hall, Council Chambers, 125 Third Avenue North, South St. Paul Wednesday, August 7th, 2024 at 7:00 P.M. Or as soon thereafter as the matter can be heard.</p> <p align="center">All those interested are encouraged to attend and will be given an opportunity to be heard.</p>	
Questions or Comments, Please Contact:	<p>The Planning Commission will also consider oral and written comments that are received prior to the meeting. You can submit your comments:</p> <p>By mail: City of South St. Paul, Attn: City Planner 125 Third Avenue North South St. Paul, MN 55075</p> <p>By phone: (651) 554-3217 By fax: (651) 554-3271 By e-mail: mhealy@southstpaul.org</p> <p><u>All written, faxed, or e-mailed comments must be received by the City Planner no later than Noon on Wednesday, August 7th to be considered by the Planning Commission as part of the public hearing*.</u></p> <p><i>*Please include your name and address as well as the project address</i></p>	

A staff memo analyzing the conditional use permit request will be posted to the City's website by Friday, August 2nd as part of the Planning Commission packet. It can be accessed using the following link:

<https://www.southstpaul.org/agendacenter>



Map Showing Location of Mexatlan Supermercado at 111 Concord Exchange South