



**City of North St. Paul
City Council
Regular Meeting Agenda**

**September 6, 2022
6:30 PM**

The City Council Meeting will be conducted on **September 6, 2022** at 6:30 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public are permitted to attend the meeting in person, however, it is encouraged to participate in the meeting remotely. Instructions can be found below.

The **September 6, 2022** Zoom meeting can be accessed at

<https://tinyurl.com/NSPCityCouncil>

(from a PC, Mac, tablet, iPhone, or Android device)

or by phone at 1-929-205-6099

Participants accessing the meeting by phone please use the following meeting ID:
84409094358

You can also watch the meeting on our YouTube channel here: **tinyurl.com/NSPYouTube**

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

Council Member Thorsen
Council Member Petersen
Council Member Wong
Council Member Cole
Mayor Furlong

IV. Presentations

A. Mayoral Proclamation - Declaring POW/MIA Recognition Day in North St. Paul

V. Adopt Agenda

VI. Consent Agenda

- A. August 8, 2022 special city council meeting
- B. August 16, 2022 regular meeting minutes
- C. August 23, 2022 special workshop meeting minutes (budget)
- D. General Claims \$2,042,087.90
- E. HRA Claims \$476.47
- F. EDA Claims \$9,150.00

- G. Approve Tobacco License
- H. Community Center - "The Next Step"
- I. Special Event - Annual POW/MIA Walk
- J. Special Event - Fallen Angel - end of summer party
- K. Special Event - Wine Tasting event at Silver Lake
- L. Special Event - Church of St. Peter Fall Festival September 16-18, 2022
- M. 7th Avenue/Margaret Street Downtown Improvements - Change Order No. 2

- N. City Manager Employment Agreement
- O. Resolution appointing Brian Frandle as the responsible authority for Data Practices Act
- P. Resolution approving authorized signatories for the City of North St. Paul.
- Q. Fence Consortium Joint Powers Agreement
- R. Authorizing the Statewide Public Works Mutual Aid Pact

VII. Meeting Open to the Public

This Open Forum is an opportunity for persons to address the City Council on items not on the agenda. A completed public comment form should be presented to the Deputy Clerk prior to the meeting. Comments will be limited to 3 minutes per person. While the City Council may ask clarifying questions of the speaker, no formal action by the City Council or discussion will be held on these items.

VIII. City Business Action Items & Recommendations

- A. Downtown Furniture Guidelines

IX. Reports of City Manager & Departments

X. Reports of Council Commissions & Committees

XI. General Business

XII. Adjournment

The next regularly scheduled City Council meeting is September 20, 2022.



NORTH ST. PAUL

MAYORAL PROCLAMATION

DECLARING POW/MIA RECOGNITION DAY IN NORTH ST. PAUL

WHEREAS, POW/MIA Recognition Day is observed in honor of all Americans still missing in action or possible prisoners of war in wars and conflicts engaged in by United States Military; and

WHEREAS, 1,584 Americans are still missing and unaccounted-for from the Vietnam War, as well as 7,529 from the Korean War, 126 from the Cold War, and more than 71,655 from World War II - though thousands from WWII are assessed as unrecoverable deep-sea losses; and

WHEREAS, the families and friends of unaccounted for United States Military personnel, as well as countless fellow veterans and other Americans, still await recovery of remains or clarity regarding their fates; and

WHEREAS, the United States POW/MIA flag states a sacred and clear message embodied in the words on the flag: "You Are Not Forgotten.", and

WHEREAS, the Department of Defense POW/MIA Accounting Agency (DPAA) provides some funding and resources to accomplish the mission of accounting for our unreturned veterans to signal to the world that the United States stands behind those who serve; and

WHEREAS, the City of North St. Paul supports, and shares our nation's commitment to account as fully as possible for Americans still missing and unaccounted-for from past wars and conflicts.

NOW, THEREFORE, I, Terrence J. Furlong, Mayor of North St. Paul, Minnesota, do hereby proclaim September 22, 2022, as "**POW/MIA RECOGNITION DAY**" in North St. Paul and commend its observance to all citizens.

And, I do additionally urge our residents to pause and give homage to our POW/MIA'S on National POW/MIA Day, which will be on September 16, 2022.

Signed this 6th day of September, 2022.

Terrence J. Furlong, Mayor

City of North Saint Paul
August 8, 2022
Proposed City Council Special Meeting Minutes

North St. Paul City Hall – Council Chambers
2400 Margaret Street

I. CALL TO ORDER

Acting Mayor Petersen called the meeting to order at 5:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Council Member Thorsen
Council Member Cole
Council Member Wong
Acting Mayor Petersen

Absent: Mayor Furlong (excused)

Staff: Assistant to the City Manager Jennie Kloos

IV. ADOPT AGENDA

On motion by Council Member Wong, seconded by Council Member Cole, with all present voting aye (4-0), motion carried to approve the agenda as presented.

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Thorsen, seconded by Council Member Wong, with all present voting aye (4-0), motion carried to approve the consent agenda, Resolution No. 2022-075 consisting of:

- A. July 19, 2022 workshop meeting minutes
- B. July 19, 2022 regular meeting minutes
- C. July 26, 2022 city council special meeting minutes
- D. July 26, 2022 HRA meeting minutes
- E. General Claims \$,2187,921.38
- F. HRA Claims \$13,429.06
- G. EDA Claims \$5,457.25

CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Selection of City Manager Finalists to be Interviewed

Mark Casey with David Drown Associates, gave a review of the search for a City Manager. The position was posted for 30 days nationally through a wide variety of venues. 25 applications were

received with 12 semi-finalists selected. Of the 12 finalists, 6 candidates were selected for in person interviews.

Candidate Selection consisted of 3 rounds with the final six candidates including candidate numbers: 3,5,6,8,11,12.

Mr. Casey stated the majority of these candidates reside within the metro area and travel expenses will not be incurred.

Council Member Thorsen suggested splitting the interviews up into two days with 30-minute interviews. The consensus on interview dates will be August 31 and September 1 with a panel interview format.

Mr. Casey will contact all the finalists this evening. He added their names will be made public. He agreed to send draft questions and interview guides to the City Council for their consideration, and candidates will undergo an intellectual profile and extensive background check. He will continue to keep the City Council informed throughout the process.

VII. ADJOURNMENT

There being no further business, on motion by Council Member Cole, seconded by Council Member Wong, with all present voting aye (4-0), Acting Mayor Petersen adjourned the special meeting at 5:50 p.m.

Candy Petersen, Acting Mayor

Attest: _____
Brian Frandle, Interim City Manager / Clerk

City of North Saint Paul
August 16, 2022
Proposed Regular City Council Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 6:30 p.m.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Council Member Cole
Council Member Wong
Mayor Furlong

Staff: Interim City Manager Brian Frandle, Deputy Clerk Jennie Kloos, City Engineer Morgan Dawley, Finance Director Daniel Winek, City Planner Brandy Howe, City Attorney Soren Mattick, and Community Services Jill Officer

IV. ADOPT AGENDA

On motion by Council Member Petersen, seconded by Council Member Cole, with all present voting aye (5-0), motion carried to approve the agenda as submitted.

V. PRESENTATIONS

A. Proclamation – Constitution Week in North Saint Paul

Mayor Furlong read a proclamation dedicating the week of September 17th-23rd as Constitution Week.

VI. APPROVAL OF CONSENT AGENDA

Mayor Furlong requested Consent Agenda Item E be removed and addressed under City Business.

Council Member Wong requested Consent Agenda Item D be removed and addressed under City Business.

On motion by Council Member Cole, seconded by Council Member Wong, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2022-072 consisting of:

- A. General Claims \$501,598.01
- B. HRA Claims \$232,291.62
- C. EDA Claims \$212.50
- D. Lease Extension between the City of North Saint Paul and Kokoro Volleyball, LLC.
Moved to City Business
- E. Park and Recreation Park Entry Signs **Moved to City Business**
- F. Building Permit Report – July 2022
- G. Resolution Approving Acceptance of Donations Received July 2022, **Resolution No. 2022-073**

VII. MEETING OPEN TO PUBLIC

John Schmahl expressed his concern with the Nexus Lexus program and suggested the City look into it. He also noted his concern regarding the profit margin of the student-built house, prior comments made at the last Planning Commission meeting regarding air quality, and a meeting notification sent out on a Sunday.

David Nelson thanked the volunteers who picked weeds but suggested the City look into goats that will eat invasive weeds. He also suggested talking with Maplewood staff as they are currently using goats and there are various grants to help with cost. He noted spraying near the Watershed District needs to be done correctly. Mayor Furlong suggested more communication between the two groups.

VIII. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. 2022 Street Maintenance Crack Sealing – Receive Quotes and Award Contract

City Engineer Morgan Dawley presented this item and stated crack sealing happens every 2-5 years and is within the budget. He also noted the map in the packet shows the first and second tier areas. If awarded tonight, the anticipated completion date is October 1, 2022.

Mayor Furlong inquired about an overlay. Mr. Dawley stated only crack sealing is scheduled this year, which is nondisruptive to traffic and extends the life of the road especially the newly built roads. MnDOT has indicated the road life is 50+ years if overlays are done every 15 years or so. City Council voted on the original contract that was budgeted for \$70,000. Mayor Furlong stated if the money can be found, the additional \$13,000 could be used to help with this item.

On motion by Council Member Thorsen, seconded by Council Member Wong, with all present voting aye (5-0), motion carried to adopt Resolution No. 2022-074 accepting quotes and awarding a construction contract for the 2022 Crack Sealing Project.

B. Downtown Landscaping Improvements – Receive Quotes and Award Contract

Mr. Dawley discussed this as a continuation of the Sentinel project. In 2020, fiscal constraints caused the landscaping to be pulled out of the budget. City staff wants this done before the end of the year. He noted the low bid went to South View Design and includes removing existing mulch before the landscaping begins. Irrigation sleeves and other underground specifications were written into this contract and will abide by the timeline of the landscaping.

Mayor Furlong questioned whether any improvements are happening in front of the Lillie building. Mr. Dawley stated he spoke to the developer and there will be 2 small planting areas that will not significantly impact the Lillie building plan. Mayor Furlong inquired if eliminating the landscaping around the Lillie building would be a better option. Mr. Dawley stated they should be able to work around this and he does not want to make decisions too early.

On motion by Council Member Petersen, seconded by Council Member Cole, with Mayor Furlong and Council Members Cole, Petersen and Wong voting aye and Council Member Thorsen voting nay (4-1), motion carried to award a construction contract to Southview Design of St. Paul for the downtown landscaping improvement in the amount of \$53,047.96.

Mayor Furlong inquired when this work could start and status of the warranty. Mr. Dawley would like to see a start planned for late September or early October and there is a warranty for one year from time of installation.

C. Park and Recreation Park Entry Signs

Mayor Furlong requested this be pulled from the Consent Agenda because the Planning Commission Chair had questions about the size and position of signs. Community Services Jill Officer showed the 24x40 sign and provided the City Council with a metal sample. Ms. Officer mentioned it is user friendly, durable, and will be placed in the same spot as the other sign. Mayor Furlong noted the previous eight-foot signs were used to put up other smaller signs and was concerned with the size of the new signs not having that flexibility

Council Member Wong noted the quote is under budget and questioned if Parks and Recreation had any other thoughts on how to use the excess money. Ms. Officer suggested cleaning solutions to help with possible graffiti.

Council Member Cole noted in an email earlier this week there was a question regarding sign count. Ms. Officer stated maybe a smaller park sign that could be done now or later. Council Member Thorsen suggested using the fence that runs along there.

Mayor Furlong clarified this item did not need a motion or a vote because it had already been approved and was only pulled to provide information and clarification.

D. Lease Extension between the City of North Saint Paul and Kokoro Volleyball, LLC.

Council Member Wong requested this be pulled from the Consent Agenda to inquire about the stability of the building and the terms of the lease extension. Mr. Frandle stated they will do roof patching and a new boiler will be installed. Mr. Frandle also stated this will help maintain the building through the winter.

On motion by Council Member Cole, seconded by Council Member Petersen, with all present voting aye, (5-0), motion carried to approve the existing lease extension ending June 30, 2023.

IX. REPORTS OF CITY MANAGER AND DEPARTMENTS

Mr. Frandle reported the HRA closed on the Eldridge property. Asbestos removal is scheduled for next week and is being surveyed to split it into two lots for future student-built homes. Closing for the student-built house will be this Friday. He also reported that City staff conducted five interviews and the top candidate accepted the position of Community Development Director.

X. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Cole stated Park and Recreation had a meeting on July 27, 2022 to discuss sign design and redesign the tennis courts into pickleball courts. Next meeting will be August 24, 2022. Economic Development Authority met and discussed the housing study in the workshop packet, the Lille building, their levy wish list and stated their next meeting is September 13, 2022.

Council Member Wong stated the Planning Commission met and created a priority list for City Council. Resident concerns were addressed at this meeting regarding air quality and their next meeting is September 1, 2022. Arts and Culture Commission shared the rubric to determine artists for each different Snowy project.

Council Member Petersen met with Commissioners and discussed a decrease in employees and help for people who are struggling to make their mortgage payments.

Council Member Thorsen had nothing to report.

Mayor Furlong stated there will be a speaker at the POW/MIA parade on September 22, 2022 and thanked Council Member Cole for his help with this.

XI. GENERAL BUSINESS

Council Member Cole attended the swearing in of four new North St. Paul police officers and a sergeant promotion and is looking forward to the Chief of Police attending a City Council meeting. Thursday night is the last Music in the Parks at Casey Lake. Residents have contacted him and requested the City Council provide a sidewalk ordinance with regard to businesses. Mr. Frandle will update City Council at a later date.

Council Member Wong had nothing to report.

Council Member Petersen stated the swearing in was a good experience.

Council Member Thorsen recognized the American Legion for their patriotic mural and hopes it inspires others to doing something similar. He also noted an email from a concerned resident regarding planting trees in the boulevard and a possible policy in the future. He suggested a recap meeting with the HRA to look at the actual cost and profit made by the student-built house.

Mayor Furlong mentioned the possibility of a monument sign advertising the downtown area on the City owned property at 7th Avenue and McKnight. He also noted Veterans Park has 1,377 pavers and 25 more will be installed next Friday.

XII. CLOSED SESSION

There was no closed session.

XIII. ADJOURNMENT

On motion by Council Member Petersen, seconded by Council Member Wong, with all present voting aye (5-0), Mayor Furlong recessed the regular the meeting at 7:36 p.m.

Terrence J. Furlong, Mayor

Attest: _____
Brian Frandle, Interim City Manager

City of North St. Paul
August 23, 2022
Proposed City Council Workshop Meeting Minutes

I. CALL TO ORDER

Mayor Furlong called the meeting to order at 5:02 p.m. The meeting was conducted at City Hall in the Council Chambers, and also via Zoom.

II. ROLL CALL

Present: Council Member Thorsen
Council Member Petersen
Council Member Wong
Council Member Cole
Mayor Furlong

Staff: Interim City Manager Brian Frandle (via Zoom), Assistant to the City Manager Jennie Kloos, Finance Director Dan Winek, Police Chief Phil Baebenroth and Fire Chief Jason Mallinger, Communications Consultant Kari Erpenbach, City Engineer Morgan Dawley,

III. ADOPT AGENDA

On motion by Council Member Petersen, seconded by Council Member Wong, with all present voting aye (5-0), motion carried to approve the agenda as presented.

IV. TOPIC(S)

A. 2023 Budget

City Finance Director Dan Winek stated this is the third workshop to review the 2023 budget. Mr. Winek noted the Council still needs to hear from Police Chief Baebenroth, Fire Chief Mallinger, and Public Works Director Ron Ritchie.

Mr. Winek reviewed the packet and provided a brief agenda for the budget with topics such as infrastructure, completed projects, capital improvement plan, and fund balance.

Mayor Furlong inquired about receiving data from Ramsey County. Mr. Winek stated it has been difficult to get data due to the conversion of their new system but should be coming out for the September 7th special workshop meeting.

Police Chief Baebenroth thanked the City Council for their support and the additional street officer hired mid-year. He stated calls for service are currently at 84 and looks to surpass last year's total of 94. In 2024, he would like to see another investigator position added. He stated that 84% of cost increase comes from personnel, contract for officers and sergeants, supply cost, and contract services. He did note the department was able to save money from a free first responder cell phone program.

Council Member Wong questioned criteria for officer wellness. Police Chief Baebenroth stated a survey was used to gain feedback and make the department better by restructuring vacation bidding and taking days when needed.

Mr. Winek presented a slideshow created by Public Works Director Ron Ritchie and stated he will be available for any follow up questions at the September 7th workshop meeting. The desire of the Public Works Department is to be more proactive. Mr. Winek provided information regarding staffing needs, asphalt usage, Watershed District needs, and fire hydrant maintenance.

Mayor Furlong inquired about the added fire hydrants. Mr. Dawley stated new developments and the housing buildings have added to this number. Mr. Winek also stated an increase in sewer maintenance is due to new construction and has required additional time and staff.

Mr. Ritchie's list of priorities are as follows:

- Upgraded fleet system
- Cross training
- Early recruitment
- GIS mapping
- Software upgrade for SCADA systems
- Timing maintenance
- Salt usage to protect the environment
- Additional staff person to help with priority list

Fire Chief Mallinger provided four attachments included in the packet and discussed the needs of the Fire Department are as follows:

- Upgraded communication center
- Increased monitoring activities related to rental properties
- Better inspections of DHS home and daycares
- Staffing- particularly a community outreach person

Council Member Wong spoke about the SafeHaven Program and Mr. Mallinger explained that occupied homes can be equipped with smoke and carbon monoxide detectors and can provide a visual inspection of their home for safety. The Red Cross provides the detectors and keeps the details and information on how many are installed in homes. Mayor Furlong noted this was a great community outreach event.

Council Member Thorsen liked the statistics and inquired about other similar statistical data related to EMS. Mr. Mallinger stated since the EMS comes from Lakeview, that EMS department could provide that information but he would try to get more documentation on it.

Council Member Thoreson questioned the incentives for people to stay on as volunteer fire fighters and what causes some to leave. Mr. Mallinger noted it is usually job relocation or school changes. He tries to maintain an atmosphere where people want to be. He also discussed the response time when you have a volunteer Fire Department as it can sometimes be slower. Mr. Mallinger reiterated his top priority is staffing.

Mr. Winek provided the City Council information on the following:

- North St. Paul is looking at an approximate 7.63% tax levy increase which would produce an additional \$340,000 for fiscal disparities in 2023
- Restricting debt
- Cost of infrastructure maintenance has gone up 70%
- Capital Improvement Plan as it relates to the budget
- Brainstorming ideas on lowering the tax levy amount with City Council

The City Council held a robust conversation on how to maintain a balanced budget moving into the next ten years and encouraged its members to provide ideas. Mr. Winek provided tax levy rates in neighboring communities

Council Member Thorsen inquired about previous years' budgets, high taxpayer rate, and provided his feedback on how to create a balanced budget.

Mr. Winek asked the City Council for their help and proposed this question. "What do we do to maximize our resources and minimize the overall impact to the residents of North St. Paul?" The ideas are as follows:

- Applying for more grants
- Scaling back size and scope of projects - Mr. Winek and Mr. Dawley looked at projects in the CIP that could be scaled back.
- Better job of estimating cost and including pre-design
- Evaluation of holding assets or properties
- Cost sharing or partnerships
- Project specific sales tax rather than bonding
- Localized sales tax
- Paid parking including EV chargers

Council Member Thorsen noted most ideas presented will fall on the taxpayers and suggested looking at the bigger picture. Mr. Winek explained if we do not increase the levy now, it will continue to rise in bigger increments later on.

City Council and City staff also provided these ideas:

- In-house versus outsourcing
- Same or better bond rating
- User fees
- Selling fiber optics

Mr. Baebenroth mentioned and agreed with the grant idea but noted those applications are time consuming and would need a full-time grant writer on staff. Mayor Furlong noted writing and receiving just a few grants could possibly pay for itself.

Mr. Dawley stated some cities are moving away from special assessments and are considering franchise fees instead to increase funding. Council Member Cole noted his concern over the increase in fees or taxes.

The City Council discussed the Community Center and options for lease, owning, and the future.

Communications Consultant Kari Erpenbach suggested an audit of manual jobs within the City to determine whether a technology component could be used instead. Mayor Furlong inquired about Google Workspace and Ms. Erpenbach stated the City will take another look at Google Workspaces.

Mr. Dawley suggested a new approach to the problem by looking at the needs of the community first. Other suggestions included looking at the Comprehensive Plan and gaining feedback from residents and Commissions.

Mr. Dawley explained the cost and maintenance of road repair versus a road reconstruction. He stated the cost is higher to completely reconstruct a road rather than repairing it along the way to keep them usable for as long as possible. He suggested a 10-year timeline to identify certain projects and a prioritized map to provide a future economic outlook. Mr. Dawley and the Council discussed a blended approach to road maintenance.

Everyone agreed to keep large-scale projects on track, to blend in dollars for maintenance overlays in the alternate years, and that being more comprehensive and focused on pavement preservation will continue to save the City money.

Mr. Dawley noted there are project place holders in the CIP that identify needed improvements. This improvement is held so it is not forgotten and could be revisited, if necessary. Mr. Dawley suggested starting earlier in the year when identifying a potential risk or plans. Mayor Furlong suggested putting out an assessment of street needs and completing a rating to bring to City Council this year. Mr. Dawley noted the average rating for street condition has improved slightly but other streets have degraded.

Mr. Winek closed the discussion by explaining the reason for the ten-year financial plan. The plan estimates a 4% increase in expenditures each year. In order to continue to meet the fund balance percentages, the City needs to create a consistent levy increase each year. Mr. Winek explained he took all of this information and projected a 3.2% increase for the average resident.

OTHER BUSINESS

None.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Petersen, seconded by Council Member Cole, with all present voting aye (5-0), Mayor Furlong adjourned the workshop meeting at 8:22 p.m.

Terrence J. Furlong, Mayor

Attest:

Brian Frandle, Interim City Manager/Clerk



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.D

Consent Agenda

Subject

General Claims \$2,042,087.90

Background/Facts

Recommended Action

Attachments

1. 09-06-2022 AP COUNCIL PACKET

Respectfully submitted,
Jacquelyn Lutmer, Finance Coordinator



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Finance Coordinator
DATE: September 6, 2022
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

8/26/2022 Payroll Register		\$133,245.21	
8/26/2022 Payroll Direct Payables		\$117,060.08	
8/26/2022 Fire Payroll Register DD		\$15,653.70	
8/26/2022 Fire Payroll Direct Payables		\$4,351.44	
8/30/2022 A/P Payroll Direct Payables - Union Dues	142050	\$794.18	
	Payroll Subtotal	\$271,104.61	
8/19/2022 Early AP Check Run	141965-141966	\$ 1,297.11	Pre-approved by Brian Frandle
8/30/2022 Early AP Check Run	141968-142047	\$ 742,168.15	Pre-approved by Brian Frandle
8/30/2022 Early Release Drafts	001555-001559	\$ 1,027,518.03	Pre-approved by Brian Frandle
	AP Subtotal	\$ 1,770,983.29	
	Grand Total	\$ 2,042,087.90	

Approved this 6th day of September 2022

/s/ Terrence J. Furlong, Mayor by Consent Resolution
/s/ Brian Frandle, Interim City Manager/Clerk by Consent Resolution

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 8/26/2022

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	74	133,245.21
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	74	133,245.21

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 05440 8/26/2022 PAYROLL - 9

VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
A01055		AFSME COUNCIL 5						
	I-AFS202208228315	UNION DUES	D	8/26/2022		186.81	001531	186.81
E05000		EFTPS						
	I-T1 202208228315	FEDERAL WITHHOLDING	D	8/26/2022		19,832.04	001532	
	I-T3 202208228315	FICA TAXES	D	8/26/2022		17,202.98	001532	
	I-T4 202208228315	MEDICARE TAXES	D	8/26/2022		6,107.10	001532	43,142.12
H08033		H S A BANK						
	I-444202208228315	HSA ACCOUNT	D	8/26/2022		5,588.05	001533	5,588.05
I09137		I C M A DISTRIBUTION CENTER						
	I-2 202208228315	EMP/EMPR DEFERRED COMP	D	8/26/2022		12,048.62	001534	
	I-21 202208228315	EMP/EMPR DEFERRED COMP	D	8/26/2022		2,471.40	001534	
	I-26 202208228315	LOAN PAYMENTS TO ICMA	D	8/26/2022		445.63	001534	
	I-2IR202208228315	EMP/EMPR DEFERRED COM	D	8/26/2022		2,000.00	001534	16,965.65
M12900		MNEFTS						
	I-T2 202208228315	MN Income Tax WH	D	8/26/2022		9,230.46	001535	9,230.46
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 202208228315	POST DEDUCTIONS	D	8/26/2022		975.00	001536	
	I-2MN202208228315	POST DEDUCTIONS	D	8/26/2022		75.00	001536	1,050.00
M18011		MN CHILD SUPPORT PAYMENT CENTER						
	I-3 202208228315	BI-MONTHLY CHILD SUPPORT	D	8/26/2022		1,559.90	001537	1,559.90
P16470		P E R A						
	I-91 202208228315	6634-00 REG PERA	D	8/26/2022		17,206.16	001538	
	I-92 202208228315	6634-00 PERA PD	D	8/26/2022		21,990.91	001538	
	I-94 202208228315	6634-00 PERA DCP ELECTED	D	8/26/2022		140.02	001538	39,337.09

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	8	0.00	117,060.08	117,060.08
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	8	0.00	117,060.08	117,060.08

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 8/26/2022

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	28	15,653.70
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	28	15,653.70

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 05441 8/26/2022 FIRE PAYROLL -
VENDOR SET: 01 City of North St Paul *** DRAFT/OTHER LISTING ***
BANK: AP PREMIER BANK

			ITEM	PAID				ITEM	ITEM
VENDOR	I.D.	NAME	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	

E05000		EFTPS							
	I-T1 202208238316	FEDERAL WITHHOLDING	D	8/26/2022		1,346.49	001539		
	I-T3 202208238316	FICA TAXES	D	8/26/2022		2,071.14	001539		
	I-T4 202208238316	MEDICARE TAXES	D	8/26/2022		484.42	001539	3,902.05	
M12900		MNEFTS							
	I-T2 202208238316	MN Income Tax WH	D	8/26/2022		449.39	001540	449.39	

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	0.00	4,351.44	4,351.44
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	2	0.00	4,351.44	4,351.44

PACKET: 05439 8/26/2022 PAYROLL - 8

VENDOR SET: 01 City of North St Paul **** CHECK LISTING ****

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

L12385		LOCAL UNION #160						
	I-11	202208098226	UNION DUES	R	8/30/2022	397.09	142050	
	I-11	202208228315	UNION DUES	R	8/30/2022	397.09	142050	794.18

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	794.18	794.18
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
 BANK TOTALS:	 1	 0.00	 794.18	 794.18



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: August 19, 2022
SUBJECT: Recommendation of approval of GENERAL claims list Early Release.

Claim Date

8/19/2022 A/P Checks

141965-141966	\$	1,297.11
AP Subtotal	\$	1,297.11

Grand Total	\$	1,297.11
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Approved this 19th day of August, 2022

Interim City Manager

PACKET: 05436 Regular Payments

VENDOR SET: 01

BANK : AP PREMIER BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
H08165	HOME DEPOT							
	I-1015318	TOILET & PLUNGER	R	8/19/2022		14.98CR	141965	
	I-10205	SPRAYER & WASHERS	R	8/19/2022		18.71CR	141965	
	I-2025894	SCREWS	R	8/19/2022		16.00CR	141965	
	I-2026627	SIGNS	R	8/19/2022		68.94CR	141965	
	I-2527176	GENERATOR	R	8/19/2022		299.00CR	141965	
	I-2616727	SPOUT EXTENSIONS	R	8/19/2022		48.90CR	141965	
	I-3011438	LUMBER	R	8/19/2022		16.98CR	141965	
	I-3011472	DROP CLOTHS	R	8/19/2022		31.14CR	141965	
	I-3025107	SCRAPERS	R	8/19/2022		8.94CR	141965	
	I-3025819	SPRINKLER SUPPLIES	R	8/19/2022		120.17CR	141965	
	I-3511798	BATTERIES	R	8/19/2022		73.53CR	141965	
	I-4025027	TAPCON 1/2X3	R	8/19/2022		81.84CR	141965	
	I-5014640	STAPLES	R	8/19/2022		8.34CR	141965	
	I-5051018	BATTERIES & WEED FABRIC	R	8/19/2022		82.52CR	141965	
	I-5064238	COPPER TUBING & SUPPLIES	R	8/19/2022		222.91CR	141965	
	I-510508	DROP CLOTH	R	8/19/2022		15.57CR	141965	
	I-510548	FOAM CORE	R	8/19/2022		20.36CR	141965	
	I-6024851	PVC COATED GLOVES	R	8/19/2022		17.96CR	141965	
	I-6026251	PLUG & ADAPTOR	R	8/19/2022		15.70CR	141965	
	I-6026262	TREEKOTE TREE WOUND SPRAY	R	8/19/2022		20.54CR	141965	
	I-6613859	PRY BAR & BLADES	R	8/19/2022		57.95CR	141965	
	I-9012144	TOOLS	R	8/19/2022		36.13CR	141965	1,297.11
VOID	VOID CHECK		V	8/19/2022			141966	**VOID**

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,297.11	1,297.11
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	2	0.00	1,297.11	1,297.11
TOTAL ERRORS: 0	TOTAL WARNINGS: 0			



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: August 30, 2022
SUBJECT: Recommendation of approval of GENERAL claims list Early Release.

Claim Date

8/30/2022 A/P Checks	141968-142047	\$ 742,168.15
8/30/2022 Drafts	001555-001559	\$ 1,027,518.03
	AP Subtotal	<u>\$ 1,769,686.18</u>

Grand Total \$ 1,769,686.18

Approved this 30th day of August, 2022

Interim City Manager

PACKET: 05447 Regular Payments

VENDOR SET: 01

BANK : AP PREMIER BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	ALEXANDRA WIDING I-202208228288	ALEXANDRA WIDING:	R	8/29/2022		150.00CR	141968	150.00
1	CINDY BURKMAN I-202208228289	CINDY BURKMAN:	R	8/29/2022		350.00CR	141969	350.00
1	ELIZABETH PETERSON I-202208228290	ELIZABETH PETERSON:	R	8/29/2022		150.00CR	141970	150.00
1	JIM BOLDT I-202208228291	JIM BOLDT:	R	8/29/2022		350.00CR	141971	350.00
1	JU LEE I-202208228292	JU LEE:	R	8/29/2022		150.00CR	141972	150.00
1	LAURA WEGNER I-202208228293	LAURA WEGNER:	R	8/29/2022		350.00CR	141973	350.00
1	LYNSEY FOSTER I-202208228294	LYNSEY FOSTER:	R	8/29/2022		300.00CR	141974	300.00
1	MAI MOUA I-202208228295	MAI MOUA:	R	8/29/2022		50.00CR	141975	50.00
1	MARY WYNNE I-202208228296	MARY WYNNE:	R	8/29/2022		300.00CR	141976	300.00
1	NENE FROST I-202208228297	NENE FROST:	R	8/29/2022		50.00CR	141977	50.00
1	THOMAS OVRE I-202208228298	THOMAS OVRE:	R	8/29/2022		150.00CR	141978	150.00
1	YET YANG I-202208228299	YET YANG:	R	8/29/2022		50.00CR	141979	50.00
111111	1ST AYD CORPORATION I-PSI548179	GLOVES	R	8/29/2022		45.86CR	141980	45.86
A01110	ALEX AIR APPARATUS INC I-5780	REPIAR SCBA STATION	R	8/29/2022		402.00CR	141981	402.00

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PACKET: 05447 Regular Payments								
VENDOR SET: 01			**** CHECK LISTING ****					
BANK : AP PREMIER BANK								
			CHECK	CHECK			CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT
A01184	AMAZON CAPITAL SERVICES							
	I-1FH1-KLKN-WHRV	SUPPLIES	R	8/29/2022		365.61CR	141982	
	I-1TXC-4HPG-3D3D	SUPPLIES	R	8/29/2022		90.94CR	141982	456.55
A01300	ASPEN EQUIPMENT COMPANY							
	I-10239639	829 INGITON SWITCH	R	8/29/2022		54.28CR	141983	54.28
A01310	ASPEN MILLS							
	C-CM4629	UNIFORM RETURN	R	8/29/2022		1,176.00	141984	
	I-295580	UNIFORMS	R	8/29/2022		1,176.00CR	141984	
	I-296429	UNIFORMS	R	8/29/2022		94.95CR	141984	
	I-296904	UNIFORMS	R	8/29/2022		117.70CR	141984	
	I-297522	UNIFORMS	R	8/29/2022		106.26CR	141984	
	I-298226	UNIFORMS	R	8/29/2022		58.95CR	141984	
	I-298331	UNIFORMS	R	8/29/2022		113.90CR	141984	491.76
A20235	AUTONATION, INC							
	I-236708	800 DOOR CHECK	R	8/29/2022		43.01CR	141985	43.01
B02097	BITUMINOUS ROADWAYS INC							
	I-PAYVOUCHER#3	2022 S&U IMPROVE PAY VOUCHER 3	R	8/29/2022		247,982.59CR	141986	247,982.59
B02210	TAFT STETTINIUS & HOLLISTER LLP							
	I-4008617	LEGAL FEES FOR GO BONDS 2022A	R	8/29/2022		20,000.00CR	141987	20,000.00
C03000	CALLNET							
	I-220802120101	NMTHLY ANSW SERV 7/18-8/14	R	8/29/2022		995.00CR	141988	995.00
C03002	CAMPBELL KNOTSON PA							
	I-2076-0067G-47	JULY 2022 LEGAL MATTERS	R	8/29/2022		2,830.94CR	141989	2,830.94
C03063	RIVARD COMPANIES							
	I-496130	PLAYGROUND MULCH	R	8/29/2022		1,870.00CR	141990	
	I-496131	PLAYGROUND MULCH	R	8/29/2022		1,870.00CR	141990	
	I-496385	PLAYGROUND MULCH	R	8/29/2022		1,870.00CR	141990	5,610.00
C03066	CINTAS							
	I-4126872480	UNIFORMS	R	8/29/2022		8.86CR	141991	
	I-4126872587	UNIFORMS	R	8/29/2022		116.78CR	141991	
	I-4127558397	UNIFORMS	R	8/29/2022		8.86CR	141991	
	I-4127558506	CINTAS	R	8/29/2022		116.78CR	141991	
	I-4128225331	UNIFORMS	R	8/29/2022		8.86CR	141991	
	I-4128225502	UNIFORMS	R	8/29/2022		116.78CR	141991	376.92

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PACKET: 05447 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03139	COMCAST							
	I-202208168287	DIGITAL ADT SERV CH 8/14-9/13	R	8/29/2022		6.42CR	141992	6.42
E05125	EMERGENCY APPARATUS MTN							
	I-122910	LADDER 530 REPAIRS	R	8/29/2022		1,716.64CR	141993	1,716.64
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
	I-MP080422-51	630 RIGHT REAR STROBE	R	8/29/2022		208.22CR	141994	
	I-SVC40127	UNIT 2135 REPAIR	R	8/29/2022		115.00CR	141994	323.22
E05223	ESCH CONSTRUCTION SUPPLY INC							
	I-INV29515	BLADES FOR CONCRETE & BLACKTOP	R	8/29/2022		960.00CR	141995	960.00
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-731221	JUL 2022 LEGAL SERVICES	R	8/29/2022		7,437.11CR	141996	7,437.11
F06102	FIRE CATT							
	I-11137	ANNUAL TESTING OF FIRE HOSES	R	8/29/2022		2,637.25CR	141997	2,637.25
G07021	G WHIZ LETTERING							
	I-8645	UNIFORM SHIRTS	R	8/29/2022		770.00CR	141998	770.00
G07172	GOPHER SIGN CO							
	I-111356	SIGN	R	8/29/2022		40.00CR	141999	40.00
G07280	GRAINGER INC							
	I-9421054413	098 PORTABLE BATTERY TESTER	R	8/29/2022		424.89CR	142000	424.89
G07448	GUARDIAN SUPPLY							
	I-13063	UNIFORMS	R	8/29/2022		239.98CR	142001	
	I-13116	UNIFORMS	R	8/29/2022		79.99CR	142001	319.97
H08127	HILLCREST BRAKE & ALIGN							
	I-8143	REPLACE TIRE SQUAD 515	R	8/29/2022		65.00CR	142002	65.00
H08175	HOTSY MINNESOTA							
	I-14327	098 WASHBAY SUPPLIES	R	8/29/2022		464.03CR	142003	464.03
H14077	CORE & MAIN LP							
	I-Q507498	WATER METER REPAIR	R	8/29/2022		330.54CR	142004	330.54
I09189	IDEAL SERVICE INC							
	I-11899	REPAIR START UP WELL MOTOR	R	8/29/2022		217.50CR	142005	217.50

PACKET: 05447 Regular Payments

VENDOR SET: 01

BANK : AP PREMIER BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
K09100	KATH FUEL OIL SERVICE CO I-752220	098 OIL/GREASE	R	8/29/2022		884.37CR	142006	884.37
L12050	LARSON DIESEL SERVICE I-220601002	411 ABS LIGHT	R	8/29/2022		172.25CR	142007	172.25
L12054	LAKES FLORAL GIFT & GARDEN I-100074011	RAMSEY CO LAW ENFORCE MEMORIAL	R	8/29/2022		230.00CR	142008	230.00
M13020	MCKESSON MEDICAL-SURGICAL I-19666099 I-19666428	SUPPLIES SUPPLIES	R R	8/29/2022 8/29/2022		156.32CR 1,765.61CR	142009 142009	 1,921.93
M13028	METRO PRODUCTS INC I-168169	098 SHOP SUPPLIES	R	8/29/2022		97.22CR	142010	97.22
M13035	MACQUEEN EQUIPMENT CO I-P44072 I-W10489	815 CAMERA WHEELS CAMERA REPAIR	R R	8/29/2022 8/29/2022		1,845.04CR 3,183.00CR	142011 142011	 5,028.04
M13056	CITY OF MAPLEWOOD I-202208168286	AUG 2022 UB/JULY 2022 USE	R	8/29/2022		34,783.57CR	142012	34,783.57
M13074	MET COUNCIL ENVIRONMENTAL SVCS I-0001143816	SEPT 2022 WASTEWATER CHARGE	R	8/29/2022		90,149.27CR	142014	90,149.27
M13291	MN PEIP I-1215206	9/1/22-9/30/22	R	8/29/2022		39,160.06CR	142015	39,160.06
M13370	M-R SIGN CO INC I-216918 I-217069	SIGN/PARTS STREET SIGNS	R R	8/29/2022 8/29/2022		210.52CR 308.30CR	142016 142016	 518.82
M16475	NCPERS GROUP LIFE INS. I-663400092022	SEPT 2022 PREMIUM	R	8/29/2022		112.00CR	142017	112.00
N07096	NAPA AUTO PARTS I-3617-170284 I-3617-171900 I-3617-171992 I-3617-172095 I-3617-172365 I-3617-172457 I-3617-173353 I-3617-173869 I-3617-174339	701 U-BOLT 098 WIRE SPLICE KIT 740 TAPE FOR MOULDING 600 USB CHARGER 860 TRAILER PLUG 512 FUSE HOLDER & FUSES 701 FILTER FOR SERVICE 621 LUBRICANT FOR CHAIN 501 SERPENTINE BELT	R R R R R R R R R	8/29/2022 8/29/2022 8/29/2022 8/29/2022 8/29/2022 8/29/2022 8/29/2022 8/29/2022 8/29/2022		4.89CR 5.41CR 109.47CR 10.88CR 15.67CR 11.02CR 12.34CR 23.98CR 42.39CR	142018 142018 142018 142018 142018 142018 142018 142018 142018	 236.05

PACKET: 05447 Regular Payments

VENDOR SET: 01

BANK : AP PREMIER BANK

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
015006	OAKDALE RENTAL CENTER							
	I-169780	CONCRETE FOR STORM STRUCTURES	R	8/29/2022		244.00CR	142019	244.00
015032	ON-SITE SANITATION							
	I-0001362482	HAUSE PARK RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362483	COLBY HILSS RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362484	NORTHWOOD RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362485	LEGION FIELD RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362486	CASEY FIELD 1 RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362487	SOUTHWOOD PARK RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362488	SILVER LAKE EAST RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362489	SILVER LAKE TENNIS CT RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362490	UPPER CASEY RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001362492	COWERN FIELDS RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001374393	LEGION FIELD RESTROOM	R	8/29/2022		17.25CR	142020	
	I-0001378482	HAUSE PAKR RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378483	COLBY PARK RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378484	NORTHWOOD PARK RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378485	LEGION FIELD RESTROOM	R	8/29/2022		138.00CR	142020	
	I-0001378486	CASEY FIELD 1 RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378487	SOUTHWOOD PARK RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378488	SILVER LAKE EAST RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378489	SILVER LAKE TENNIS RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378490	UPPER CASEY RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001378491	COWERN RESTROOM	R	8/29/2022		69.00CR	142020	
	I-0001384439	CAR SHOW RESTROOMS	R	8/29/2022		476.00CR	142020	
	I-0001384440	CAR SHOW RESTROOMS	R	8/29/2022		476.00CR	142020	
	I-0001384441	CAR SHOW RESTROOMS	R	8/29/2022		476.00CR	142020	2,894.25
VOID	VOID CHECK		V	8/29/2022			142021	**VOID**
VOID	VOID CHECK		V	8/29/2022			142022	**VOID**
015045	OTTER LAKE ANIMAL HOSPITAL							
	I-227194	ANIMAL SERVICE	R	8/29/2022		95.00CR	142023	95.00
P16261	PINE CREEK SERVICES							
	I-23922	WINDOW CLEANING	R	8/29/2022		275.00CR	142024	275.00
P16285	PLUNKETT'S PEST CONTROL							
	I-7664412	AUG 2022 PEAST CONTROL CC	R	8/29/2022		39.83CR	142025	39.83

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A / P CHECK REGISTER

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PACKET: 05447 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
P16435	PREMIUM WATERS							
	I-318933801	WATER SERVICE	R	8/29/2022		27.00CR	142026	27.00
R18010	RAMSEY COUNTY							
	I-EMCOM-010217	JULY 2022 SUPPORT FEES	R	8/29/2022		608.40CR	142027	
	I-EMCOM-010250	JULY 2022 DISPATCH SERVICE	R	8/29/2022		7,532.63CR	142027	
	I-EMCOM-010252	JULY 2022 CAD SERVICE	R	8/29/2022		1,248.67CR	142027	
	I-RESFA-005700	JUL 2022 PW TIPPING	R	8/29/2022		1,609.30CR	142027	
	I-RESFA-005714	JUL 2022 RESIDENTIAL TIPPING	R	8/29/2022		22,625.22CR	142027	
	I-SHRFP-002433	MARCH/APR 2022 HANDGUN QUALIFY	R	8/29/2022		212.50CR	142027	33,836.72
R18022	RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH							
	I-202208168285	JUL 2022 CEC HAULER	R	8/29/2022		13,564.51CR	142028	13,564.51
R18039	RAMSEY COUNTY PROPERTY RECORDS & REVENUE							
	I-202208228311	2545 DIVISION PROP TAX	R	8/29/2022		144.85CR	142029	144.85
R18170	CITY OF ROSEVILLE							
	I-0231130	AUG 2022 IT SUPPORT SERVICES	R	8/29/2022		18,431.38CR	142030	18,431.38
R18200	RUFFRIDGE-JOHNSON EQUIPMENT COMPANY, INC							
	I-IA23211	512 PILLOW BLOCK PIN	R	8/29/2022		1,041.01CR	142031	
	I-IA23218	512 TAPER ROLLER BEARING	R	8/29/2022		211.88CR	142031	
	I-IA23235	512 STEERING PIN	R	8/29/2022		97.35CR	142031	
	I-IA23262	512 BEARING AND SHIMS	R	8/29/2022		122.92CR	142031	1,473.16
R18219	RUMPCA COMPANIES INC							
	I-12101	BRUSH DISPOSAL	R	8/29/2022		420.00CR	142032	420.00
S19106	SITE ONE LANDSCAPE SUPPLY							
	I-121679654-001	IRRIGATION HEADS	R	8/29/2022		1,017.80CR	142033	
	I-122336110-001	SEED FOR FIELDS	R	8/29/2022		1,127.21CR	142033	2,145.01
S19450	STREICHERS							
	I-11584677	UNIFORMS	R	8/29/2022		1,732.99CR	142034	1,732.99
T19150	T A SCHIFSKY & SONS INC							
	I-68286	ASPHALT FOR PATCHING	R	8/29/2022		2,872.50CR	142035	2,872.50
T20076	TOSHIBA FINANCIAL SERVICES							
	I-5021311517	COPIER LEASE	R	8/29/2022		109.45CR	142036	
	I-5021311519	COPIER LEASE	R	8/29/2022		148.31CR	142036	257.76

8/29/2022 2:30 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 05447 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T20117	TAYLOR PRINT IMPRESSIONS							
	I-6839604	LETTERHEAD PAPER	R	8/29/2022		1,207.43CR	142037	1,207.43
T20126	TENNIS SANITATION LLC							
	I-3348392	JUL 2022 SOLID WASTE	R	8/29/2022		48,183.02CR	142038	
	I-3348393	JUL 2022 - 2538 SEPPALA	R	8/29/2022		273.00CR	142038	
	I-3348395	JUL 2022 - 2290 1ST ST N	R	8/29/2022		91.00CR	142038	
	I-3348396	JUL 2022 - 2400 MARGARET ST	R	8/29/2022		91.00CR	142038	48,638.02
T20191	TIMESAVER OFF SITE SECRETARIAL INC.							
	I-M27539	PLANNING COMMISSION 8/4/22	R	8/29/2022		227.00CR	142039	227.00
T20192	T-MOBILE							
	I-202208228312	SERVICE 7/11/22-8/10/22	R	8/29/2022		321.73CR	142040	
	I-202208228313	FD/PD TABLETS/CARDS 7/9-8/18	R	8/29/2022		491.15CR	142040	812.88
T20285	TRI STATE BOBCAT INC							
	I-A07045	DRAIN PLUG FOR MOWER	R	8/29/2022		27.73CR	142041	
	I-A07046	720 PIN FOR CHIPPER	R	8/29/2022		77.47CR	142041	
	I-A07409	740 PIN FOR LIFT RAMS FOR BOX	R	8/29/2022		51.76CR	142041	
	I-A07711	528 FILTERS FOR SERVICE	R	8/29/2022		488.73CR	142041	
	I-A07712	606 FILTERS FOR SERVICE	R	8/29/2022		410.80CR	142041	1,056.49
T20311	TRUGREEN LANDCARE							
	I-163089135	WEED CONTROL VARIOUS LOCATIONS	R	8/29/2022		5,265.86CR	142042	5,265.86
U21295	ULINE							
	I-152214039	MEDICAL SUPPLIES	R	8/29/2022		6,703.72CR	142043	6,703.72
W17250	WENZEL PLUMBING, HEATING, COOLING							
	I-34861	TOILET REPAIR	R	8/29/2022		710.00CR	142044	710.00
W23155	WHEELCO TRUCK & TRAILER PARTS							
	I-INV224894	860 WATER LINE FITTINGS	R	8/29/2022		7.94CR	142045	7.94
W23500	WSB & ASSOCIATES INC							
	I-R-010782-000-10	JUNE 2022 WELLHEAD PROTECTION	R	8/29/2022		507.50CR	142046	
	I-R-013417-000-24	JUNE 2022 SURFACE WATER	R	8/29/2022		306.00CR	142046	
	I-R-018968-000-9	JUNE 2022 7TH AVE PROJECT	R	8/29/2022		4,372.25CR	142046	
	I-R-019085-000-9	JUNE 2022 SANITARY SEWER	R	8/29/2022		726.00CR	142046	
	I-R-019086-000-9	JUNE 2022 ARIEL ST	R	8/29/2022		19,994.25CR	142046	
	I-R-019233-000-5	JUNE 2022 WATER SERVICES	R	8/29/2022		618.75CR	142046	
	I-R-019234-000-5	JUNE 2022 SANITARY SEWER	R	8/29/2022		767.25CR	142046	
	I-R-019235-000-6	JUNE 2022 SURFACE WATER	R	8/29/2022		1,444.25CR	142046	
	I-R-019236-000-6	JUNE 2022 STREETS	R	8/29/2022		72.50CR	142046	
	I-R-020096-000-4	JUNE 2022 MCKNIGHT WATERMAIN	R	8/29/2022		36,520.50CR	142046	
	I-R-020321-000-3	JUNE 2022 SUIP CONSTRUCTION	R	8/29/2022		62,913.00CR	142046	128,242.25

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
X14164	XCEL ENERGY							
	I-0483129459	NAT GAS PW BLDG 7/18-8/16	R	8/29/2022		58.55CR	142047	
	I-0483136828	NAT GAS COM CTR 7/18-8/16	R	8/29/2022		88.99CR	142047	147.54

PACKET: 05447 Regular Payments

VENDOR SET: 01

BANK : AP PREMIER BANK

*** DRAFT/OTHER LISTING ***

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
F06476	FP MAILING SOLUTIONS							
	I-202208248317	AUG 2022 POSTAGE	D	8/29/2022		500.00CR	001555	500.00
K11454	KWIK TRIP INC							
	I-202208228303	JUL 2022 MOTOR FUEL	D	8/29/2022		3,892.01CR	001556	
	I-202208228304	JUL 2022 MOTOR FUEL	D	8/29/2022		909.03CR	001556	
	I-202208228305	JUL 2022 MOTOR FUEL	D	8/29/2022		3,467.51CR	001556	
	I-202208228306	JUL 2022 MOTOR FUEL	D	8/29/2022		1,324.80CR	001556	
	I-202208228307	JUL 2022 MOTOR FUEL	D	8/29/2022		926.74CR	001556	
	I-202208228308	JUL 2022 MOTOR FUEL	D	8/29/2022		968.25CR	001556	
	I-202208228309	JUL 2022 MOTOR FUEL	D	8/29/2022		719.30CR	001556	
	I-202208228310	JUL 2022 MOTOR FUEL	D	8/29/2022		1,300.79CR	001556	13,508.43
M13248	MN DEPT OF REVENUE							
	I-202208228301	SALES & USE TAX JUL 2022	D	8/29/2022		99,639.00CR	001557	99,639.00
M13300	M M P A - C/O AVANT ENERGY							
	I-3714	JUL 2022 POWER BILLING	D	8/29/2022		892,247.76CR	001558	892,247.76
N14207	CITY OF NORTH ST PAUL							
	I-202208228302	USAGE FOR JUL 2022	D	8/29/2022		21,622.84CR	001559	21,622.84

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	77	0.00	742,168.15	742,168.15
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	0.00	1,027,518.03	1,027,518.03
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	84	0.00	1,769,686.18	1,769,686.18



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.E

Consent Agenda

Subject

HRA Claims \$476.47

Background/Facts

Recommended Action

Attachments

1. 09-06-2022 HRA AP COUNCIL PACKET

Respectfully submitted,
Jacquelyn Lutmer, Finance Coordinator



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer - Finance Coordinator
DATE: September 6, 2022
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

8/30/2022 Early Release A/P Check Register 142048

8/30/2022 Early Release A/P Draft Register 001560

Total

\$	11.75	Pre-approved by Brian Frandle
\$	464.72	Pre-approved by Brian Frandle
	<u>\$476.47</u>	

Approved this 6th day of September 2022

/s/ Terrence J. Furlong, Mayor by Consent Resolution

/s/ Brian Frandle, Interim City Manager/Clerk by Consent Resolution



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: August 30, 2022
SUBJECT: Recommendation of approval of Early Release HRA claims list.

Claim Date

8/30/2022 A/P Check Register	142048	\$	11.75
8/30/2022 Drafts	001560	\$	464.72
Total			<u>\$476.47</u>

Approved this 30th day of August, 2022

Interim City Manager

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
X14164	XCEL ENERGY							
	I-0483274467	NAT GAS 2487 19TH 7/19-8/17	R	8/30/2022		11.75CR	142048	11.75

VENDOR	NAME / I.D.	DESC	ITEM	PAID	DISCOUNT	AMOUNT	ITEM	ITEM
			TYPE	DATE			NO#	AMOUNT
N14207	CITY OF NORTH ST PAUL							
	I-202208228300	USAGE FOR JUL 2022	D	9/05/2022		464.72CR	001560	464.72

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		1	0.00	11.75	11.75
HANDWRITTEN CHECKS:		0	0.00	0.00	0.00
PRE-WRITE CHECKS:		0	0.00	0.00	0.00
DRAFTS:		1	0.00	464.72	464.72
VOID CHECKS:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
CORRECTIONS:		0	0.00	0.00	0.00
REGISTER TOTALS:		2	0.00	476.47	476.47
TOTAL ERRORS:	0	TOTAL WARNINGS:	0		



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.F

Consent Agenda

Subject

EDA Claims \$9,150.00

Background/Facts

Recommended Action

Attachments

1. 09-06-2022 EDA AP COUNCIL PACKET

Respectfully submitted,
Jacquelyn Lutmer, Finance Coordinator



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Finance Coordinator
DATE: September 6, 2022
SUBJECT: Recommendation of approval of EDA claims list.

Claim Date

8/30/2022	A/P Check Register	142049	\$ 9,150.00	Pre-approved by Brian Frandle
			<u>\$ 9,150.00</u>	

Approved this 16th day of August 2022

/s/ Terrence J. Furlong, Mayor by Consent Resolution

/s/ Brian Frandle, Interim City Manager/Clerk by Consent Resolution



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: August 30, 2022
SUBJECT: Recommendation of approval of Early Release EDA claims list.

Claim Date				
8/30/2022	A/P Draft	001149	\$	9,150.00
			\$	9,150.00

Approved this 30th day of August, 2022



Interim City Manager

8/30/2022 9:37 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05449 EDA

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
B02210	TAFT STETTINIUS & HOLLISTER LLP							
	I-3958465	FORGIE LOAN TO NSP HOSPITALITY	R	8/30/2022		8,500.00CR	142049	
	I-4008616	JULY 2022 LEGAL FEES	R	8/30/2022		650.00CR	142049	9,150.00
* * T O T A L S * *								
	REGULAR CHECKS:		1	0.00		9,150.00		9,150.00
	HANDWRITTEN CHECKS:		0	0.00	0.00		0.00	
	PRE-WRITE CHECKS:		0	0.00	0.00		0.00	
	DRAFTS:		0	0.00	0.00		0.00	
	VOID CHECKS:		0	0.00	0.00		0.00	
	NON CHECKS:		0	0.00	0.00		0.00	
	CORRECTIONS:		0	0.00	0.00		0.00	
	REGISTER TOTALS:		1	0.00	9,150.00			9,150.00
TOTAL ERRORS: 0 TOTAL WARNINGS: 0								



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.G

Consent Agenda

Subject

Approve Tobacco License

Background/Facts

The following new business has submitted an application and paid the fee for a Cigarette & Tobacco License from July 1, 2022 through June 30, 2023:

- North St. Paul Tobacco, LLC - 2231 11th Ave E

(Application #CT-17)

Recommended Action

Approve the above listed tobacco license for July 1, 2022 through June 30, 2023.

Attachments

None

Respectfully submitted,

Jennie Kloos, Assistant to the City Manager/ Human Resources Manager

**To**

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.H

Consent Agenda

Subject

Community Center - "The Next Step"

Background/Facts

The City has been working on a viable approach with respect to the community center. Previously, there was a four to one vote for North St. Paul to keep the center as a community asset.

As this process moved forward, the Council requested a community impact forum be convened. A major effort to encourage community participation was commenced culminating in a forum that was held at City Hall. The forum effort was extensively promoted through:

- City e-news
- City website
- Social media
- Google my business
- Signage at Casey
- Publication mentions
- Streaming and zooming
- Hosting the meeting in Council chambers that would encourage maximum turnout.

Recommended Action

Based on an assumption that the Council still wants to keep the building as a community asset, staff should be authorized to request and work with the Wold group to bring back a management plan to move forward with the rehabilitation effort, which would include estimated costs, bidding, some specifications etc. Staff would bring back the management proposal to the Council for final approval.

Other options are :

- Teardown the center at a cost of approximately \$250,000. We may have a \$700,000 expense based on existing contracts. The City could sell the 1.49 acres.
- Tear down the building, keep the site and work on development. Again, the demolition cost would be similar to the previous option and the existing leases would have to be addressed.
- Sell the building as is, and the library and volleyball leases will initially have to be protected as part of the sale.

Attachments

1. communitycenterreportdraft

Respectfully submitted,
Craig Waldron, Consultant

North St. Paul Community Center

Purpose:

This report provides basic direction with respect to moving forward on the Community Center solution. The Waldron Company has prepared this report based on input from the City Council, input from the public from a community forum, as well as previous Council votes on this issue. There are a number of options depicted, however based on the Council's vision, previous votes, and the public input received, there seems to be one option that is essentially preferred over the others. All options including what appears to be the preferred one, will be discussed within this report.

Critical Immediate Steps:

Prior to focusing on the longer-term solutions for the center, three critical and immediate steps were required:

1. The heating capacity needed to be repaired for the winter months.
2. The roof needed to be repaired.
3. The volleyball contract needed to be extended for another six months.

The initial process relating to this report commenced with a City Council work session June 21, 2022. Previously the City Council had voted four to one in favor of keeping the Center. The intent of the consultant was focused on learning more of the Council's priorities and vision, as well as simply listening to Council perspectives relating to the facility. What follows are a number of comments and themes that surfaced from the meeting with the City Council:

- Sell the building
- Tear it down and simply re-develop the site
- Get this situation resolved quickly
- The library is an asset and we need to keep it
- Do not sell the building
- Potentially have the EDA manage it at some point in the future
- The facility should clearly be utilized as a public good
- We should keep the facility and maintain it as a community asset.
- We should be sure input is obtained from the community at large through a community forum.

Community forum:

At Council direction, a community forum was convened July 28, 2022 to secure additional information and thoughts from the community at large. Approximately 30 people attended the meeting which was also streamed to the City's cable access station and YouTube channel. To ensure a broad base platform of input, everyone who attended was encouraged to provide their opinion. The participants were very enthused and interested in the future of the facility. What follows is a near verbatim depiction of the respective opinions as presented:

1. Keep it as a community center as well as a community hub. Keep it as a facility in order to work for and with our youth.
2. Keep the facility for mixed-use and a community hub that could be available to all groups. Kids need a safe place to go where all are welcome.

3. Maybe utilize this area for community space.
4. Consider a farmers market potential.
5. We need something for North Saint Paul kids.
6. Keep it and use it more as a recreation center focusing on youth needs.
7. Don't privatize the facility. Keep it open for all the public. Do not run it as a profit center.
8. Consider developing programs for seniors at the facility which would include the food program, cardplaying, as well as crafts.
9. Consider the cost of fixing the facility and what the impact will be on taxes.
10. Consider a public private partnership.
11. Get it up and going again.
12. We need to think about what NSP can actually afford.
13. Having a vision is really important regarding the facility.
14. This should become a North St. Paul budget priority.
15. This should be a fun place for after school activities.
16. This should be a safe fun environment. The City needs to keep it.
17. All ages need a safe space. The center should be kept for the kids.
18. Youth should be involved in planning the center.
19. This should stay a free community center.

In addition, other written comments were provided through the City's website ranging from turning the center into a beer hall to actually selling it. Those comments are all included in appendix one.

Rankings:

During the Community form, attendees were also asked to rank the items that were listed. Clearly KEEPING the center as a safe, community hub -used as a recreation center with a strong youth focus were the most highly rated priorities. There was very little interest in selling or privatizing the facility.

Possible Options:

A. Tear down the Center at proximately a cost of \$250,000. In addition, there would have to be negotiations with the library, and we may have a \$700,000 obligation based on the existing lease. We could sell the 1.49 acres.

B. Tear down the building, keep the site, and work to re-develop it. Again, the demolition cost would be similar to the previous option

C. Sell the building as is, the library and volleyball leases would initially have to be protected depending on the date of the sale.

D. Keep the building and commence rehabilitation effort. This option seems to capture the essence of the previous Council vote as well as the input the consultant has received from the forum. This is a fairly extensive proposition, which was last estimated at \$2 million plus, which has probably increased as a result of inflation. This option would have the City immediately moving forward with the repair process which could start quickly. There have been preliminary discussions with some of the existing entities in terms of additional leases, additional space etc. However, these entities are WAITING to see that the City is really is moving forward with a definitive option to refurbish the facility. This clearly would be the definitive action allowing these discussions to progress.

The Consultant 's Perspective:

Based on previous Council votes, the Council's majority vision, as well as the community input, option D appears to be the most acceptable.

Next Action Step:

If option D is indeed the preferred approach and the Council is still in favor of repairing and keeping the facility, the next action is to authorize staff to move forward with the construction/bidding process to allow the aforementioned improvements to advance.

The Wold group has done extensive work on the facility, thus the first step is to request a contract proposal from them regarding the construction management, bidding process etc. At the same time once it is clear these improvements ARE going to happen, very serious and substantial negotiations can commence with the existing leases as well as other future opportunities.

It is strongly recommended once construction is obviously underway, that the City convene a working group comprised of the City Manager, recreation staff if hired, as well as citizens who are potential users, to start working through the potential uses as well as future leases

APPENDIX A -other comments:

A number of additional community comments surfaced through the City's digital formats. In order to ensure a comprehensive analysis, the consultant has included the digital comments verbatim in this appendix. Please note the responses represent a fairly broad spectrum of perspectives ranging from selling the building to using it to facilitate activities for our youth.



NSPC-1

Community Center Public Remarks

Status: Active

Date Created: Jul 7, 2022

Location

2777 GERALD AVE
NORTH SAINT PAUL, MN 55109

Owner:

THORSEN SCOTT
2777 GERALD AVE NORTH ST PAUL, MN 55109

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

Sell the building! It is a financial liability and has cost the taxpayers millions of dollars with very little to no benefit. Interested parties have offered \$1.5 million and \$1 million - take the money and invest in other more important aspects of the city like our streets, parks and public safety!

Are you a resident or business owner in North St. Paul?

--



NSPC-2

Community Center Public Remarks

Status: Active

Date Created: Jul 24, 2022

Location

2451 14TH AVE E
NORTH SAINT PAUL, MN 55109

Owner:

BONKO LISA A & DAVID J BONKO
2451 14TH AVE E NORTH ST PAUL, MN 55109

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

1. A brewery/German beer hall. Look how the old Stroh's Brewery is doing on the East Side.
2. Public Market such as the Midtown Global Market. Might be tough due to smaller population density.
3. Small business incubator. Key-Rent has to be affordable for start-ups. The number of incubators who forget that part is amazing.
4. The BEST idea I heard when discussing with friends and family was to turn it into an event/wedding hall. There is an extreme shortage of larger wedding halls. Those that are operating are booked beyond compare and get big-time \$\$\$s.

Are you a resident or business owner in North St. Paul?

--

NSPC-3

Community Center Public Remarks

Status: Active

Date Created: Jul 27, 2022

Location

2290 NORTH ST PAUL DR
NORTH SAINT PAUL, MN 55109

Owner:

City of North St Paul
North St Paul, Minnesota 55109

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

I feel the city should sell the city community center to an entity that will pay property taxes. Since residents pay for the lions share of property tax to the city coffers, it is unfair to them to continue paying for the maintenance of this property which in itself is not self sustaining. It is a money drain to the tax payer. Since there is almost no new developable property in NSP to contribute to the tax base, the city needs to sell this property to an entity that will do so. I believe approximately 1/3rd of the land in NSP does not pay property taxes; including, not only city property, but school district, churches and some non-profit properties such as the Boy Scout Museum. There is an insignificant amount of business/commercial/industrial property in NSP considering the city is only 3 square miles in size to contribute additional taxes to the City coffers. Therefore, the burden will always fall on the residents; many like seniors that are on fixed incomes. For these reasons and ones that other contributors may have about this issue, I feel it is not in the best interest of NSP taxpayers to continue paying for the future costs to maintain this facility. Therefore, I encourage the city council to sell the community center to an entity that will pay taxes on that property; in particular, since the council already has a buyer (the volleyball entity) that has expressed interest in purchasing the community center.

Please add my comments to the official City record.

Thank you,

John Fax

2108 Burke Ave E.

NSPC-4

Community Center Public Remarks

Status: Active

Date Created: Jul 28, 2022

Location

2467 15TH AVE E
NORTH SAINT PAUL, MN 55109

Owner:

MAHER STACY A
2467 15TH AVE E NORTH ST PAUL, MN 55109

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

The city of North St. Paul had great ideas when they designed and executed the concept of the community center. As a resident, I think a well functioning, accessible community center could be a huge source of pride! However, the current structure and operations of this building, and the knowledge that the building itself is facing some costly deferred maintenance costs leaves me with questions the community deserves answers to before proceeding with being asked to support any sort of decision or proposal.

- 1.) Does the city want to be in the business of commercial leasing and property management? These are complex arenas, and can create a sizeable financial liability if not executed properly.
- 2) Are deferred maintenance costs built into the current executed leases so that tenants cover the cost of deferred maintenance? I believe some of the maintenance is tax deductible based on usage. I would propose our city be fiduciarily accountable to our tax payers by requiring the tenants of this building to cover any non-tax deductible expenses for maintenance as part of their lease agreement.
- 3) If the city chooses to keep the building, and does not renew their lease with Kokoro, what happens next? With the deferred maintenance costs nearing 2 million, can the city afford these costs without creating a new tax or cost to our residents? If that is possible, what funds have been

dedicated to support the true purpose of recreational community building at this location? Are there any city-related revenue generating opportunities to keep this building in city ownership?

4) What does the city lose by selling this property? Residents and city council deserve a list to review things our residents would lose by offloading a building that seems to be non-revenue generating or sustainable (without investments).

5) What does the city gain by keeping this property? Residents and city council should be able to review a list of every potential gain for the city and its residents if this property is kept on our books.

Ultimately, I would appreciate if North St. Paul were more transparent, using data-driven decision making models. I.E. if someone proposes a change, supply the data to support the change, and include data that shows what happens if no change is made. Our City Manager (two city managers ago) did this in terms of proposing ordinances supporting the keeping of Chickens or Bees in North St. Paul. Where is the data and information for review and comment that analyzes decisions regarding the Community Center?

Are you a resident or business owner in North St. Paul?

--



NSPC-5

Community Center Public Remarks

Status: Active

Date Created: Jul 28, 2022

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

NSP is so lucky to have the downtown we have. Beautiful, historic, pedestrian scale commercial street, within blocks of a major bike highway and auto thoroughfare. Any surrounding community would love to have it. It's historic urbanity other places always try and fake in. Having a community center, located downtown, for our residents is part of that valueable infrastructure as well. In my opinion, the repairs should be done and continue the lease to the volleyball company for the short period. However, with more and more younger families moving to NSP, we will need more and more community opportunities available like sports, drama, art, STEM classes, etc. The past population may have not needed a space like this, but we need to adapt to the housing push and give younger residents the amenities they need.

Are you a resident or business owner in North St. Paul?

Yes



NSPC-6

Community Center Public Remarks

Status: Active

Date Created: Jul 29, 2022

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

Youth space- some sort of connection program along the lines of Big Brother/ Sister, get kids interested in skills and off streets. Community classes space. Farmers market space would also be fantastic.

Are you a resident or business owner in North St. Paul?

Yes



NSPC-7

Community Center Public Remarks

Status: Active

Date Created: Aug 1, 2022

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

- Coffee shop run by isd622 kids! -Bring back the community workout space!
- Invest in some awesome murals outside that actually make the building look inviting and welcoming, and not like a prison.
- give the building to the school district to turn into a community education space

Are you a resident or business owner in North St. Paul?

Yes



NSPC-8

Community Center Public Remarks

Status: Active

Date Created: Aug 3, 2022

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

While the idea of a city owned and operated community center is nice; successful ones require continued financial investment and operational oversight. The city council shouldn't expect NSP taxpayers to make up for a lack of amenities or services provided by other cities within Ramsey county, Washington county or the school district.

If the council believes it's necessary to own the community center building, the wish list items offered at the public input session need to be narrowed down to focus on unmet N. St. Paul resident needs. A good chunk of available NSP land is already off the property tax rolls and some school district, church and nonprofit facilities already provide services/spaces for NSP residents. Partnering with, not replicating, uses or services provided or operated by private, nonprofit or publicly owned facilities in close proximity might be a financially sustainable approach. A feasibility analysis to assess what needs aren't, or couldn't be, served by some of those entities requires more representative input than heard from some "pre-organized" meeting attendees. The ongoing operational costs also need to be realistically estimated and a determination made of the expected annual subsidy needed after necessary capital improvements are made. More clarity about the expected outcomes and how they'd be measured is also necessary – i.e. a teen "hangout" to do what specifically?

The Maplewood community center is now operated by the YMCA which is an option to consider as that partnership stopped the drain on taxpayers in a city with a population 3-4 times that of NSP. The Y provides many program options in close proximity to NSP residents and at nominal costs, for the most part. The library board wants to expand its space for the short term and look into a new location if one becomes available. Again, the services provided within libraries go far beyond a quiet space to read or rent a movie. It was troubling to hear so many speakers apparently not aware the NSP library or the YMCA Maplewood facility exist. And to hear the city could've been a better partner to the current private party renter who was willing to provide space to other entities during "off times".

Are you a resident or business owner in North St. Paul?

Yes

NSPC-9

Community Center Public Remarks

Status: Active

Date Created: Aug 4, 2022

Community Center Public Engagement Remarks

Please share your thoughts and visions for the future of the North St. Paul Community Center.

My ideas are:

Youth space, provide a variety of services, place to hang out, student run.

Are you a resident or business owner in North St. Paul?

No

Timeline

Label	Status	Activated	Completed	Assignee	Due Date
 Staff Review	Active	Aug 4, 2022 at 12:19 pm	-	Kari Erpenbach	-

**To**

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.I

Consent Agenda

Subject

Special Event - Annual POW/MIA Walk

Background/Facts

Veteran's Park Committee plans to host their annual POW/MIA Remembrance Walk at Veteran's Park on September 22, 2022. Please see attached permit application for event details.

Recommended Action**Attachments**

1. POW.MIA Walk

Respectfully submitted,
Lisa Ritchie, Administrative Assistant

SE-22-13**Special Event Permit****Status:** Active**Date Created:** Aug 18, 2022**Applicant**

Kari Erpenbach
kari.erpenbach@northstpaul.org
2400 Margaret St.
North St. Paul, MN 55109
651-747-2562

Primary Location

2480 MARGARET ST N
NORTH SAINT PAUL, MN 55109

Owner:

CITY OF NORTH ST PAUL
2400 MARGARET ST NORTH ST
PAUL, MN 55109

Special Event Permit**Important Notice**

Certificate of Liability Insurance (if applicable) and any required maps or documents must be submitted with this application.

Event Name

POW/MIA Remembrance Walk

Event Description

Community Event

Applicant's First Name

Dan

Applicant's Last Name

Fisher

Business/Organization Name

Veterans Park

Cell Phone

651-233-9973

Email

djfisher26@yahoo.com

Set Up Date

Event Information

09/22/2022

Event Start Date

09/22/2022

Event End Date

09/23/2022

Dismantle Date

09/22/2022

Please provide event times for each day.

6:30 p.m.

Anticipated number of attendees.

300

Liability Insurance

Upload a copy of your liability insurance. The policy must state that any outside area used for an event is covered and must also show evidence that the requested event is not excluded from the insurance liability.

If the event is to be held on public property, the City of North St. Paul must be listed as the Certificate Holder.

Upload your certificate of liability insurance.

 Certificate of Insurance - VFW - POW.pdf

Uploaded by Cynthia Govan on Aug 18, 2022 at 11:52 am

Requested City Services**Do you need trash/recycling containers?**

Yes

If yes, how many and where do you need them located?

2 by Veterans Park

Will you need Fire Department Personnel or Vehicles?

Yes

Will you need Barricades and/or Traffic Cones?

Yes

If yes, how many and where do you need them delivered?

lane shift along Margaret St. for exhibit truck

Event Logistics

Tell us where event participants and/or spectators park:

VFW and other public lots in the City

Provide a to-scale drawing of any entertainment or stage locations.

Will any temporary structures be built for this event?

No

Will you use portable toilettes at your event?

No

Provide information on the location of your First Aid Facilities and who will provide First Aid during your event.

With event organizers

Will your event include fireworks or other pyrotechnics?

No

The City of North St. Paul may require additional permits for some activities.

Food , Non-Alcoholic Beverages and/or Entertainment

Will food and/or non-alcoholic beverages be served?

No

If food will be served outside of a licensed establishment; Temporary Food Service Establishment License

may be required. Contact the Ramsey County Department of Health at 651-266-1199 for requirements and licensing information.

Will your event include music, live entertainment, sound amplification or other noise impact?

Yes

If yes, describe the music/sound or noise and the intended hours of use.

Microphone for speaker at the park.

Security and Safety Precautions

Describe your proposed procedures for security and crowd control.

None needed

If you event occurs at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.

Event will be over before dark.

Clean Up

Name/Service	Area of responsibility.
Veterans Park Committee	Veterans Park grounds

Mitigation of the Impact on Others

Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists and others.

Veterans Park will manage the event and make sure everything is cleaned up

Any condition that causes adverse impacts may be cause to revoke the Special Event Permit.

Signature

Kari Erpenbach for Dan Fisher
08/18/2022

Acknowledgement and Signature

The undersigned hereby applies for a Special Event Permit as described in this application and state the information submitted is true and correct.

Attachments

 Certificate of Insurance - VFW - POW.pdf
Uploaded by Cynthia Govan on Aug 18, 2022 at 11:40 am



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.J

Consent Agenda

Subject

Special Event - Fallen Angel - end of summer party

Background/Facts

Recommended Action

Attachments

1. Special Event Permit_Fallen Angels End of Year Party

Respectfully submitted,

Special Event Permit

Clear Section

Important Notice

Certificate of Liability Insurance (if applicable) and any required maps or documents must be submitted with this application.

Event Name

GFATS End of Summer Party

Event Description

A party to have with our clients, friends and family, and locals in the neighborhood who want to check out the shop.

Applicant's First Name

Gabriel

Applicant's Last Name

Bosquez

Business/Organization Name

Gabriel's Fallen Angel Tattoo Studio

Cell Phone

651-955-8456

Email

Fallenangeltattoomn@gmail.com

Event Information

Set Up Date

09/10/2022

Event Start Date

09/10/2022

Event End Date

09/10/2022

Dismantle Date

09/10/2022

Please provide event times for each day.

4pm-10pm

Anticipated number of attendees.

150

Liability Insurance

Upload a copy of your liability insurance. The policy must state that any outside area used for an event is covered and must also show evidence that the requested event is not excluded from the insurance liability.

If the event is to be held on public property, the City of North St. Paul must be listed as the Certificate Holder.

Upload your certificate of liability insurance.

Requested City Services

Do you need trash/recycling containers?

Yes

If yes, how many and where do you need them located?

5 trash containers, dropped off behind the shop.

Will you need Fire Department Personnel or Vehicles?

No

Will you need Barricades and/or Traffic Cones?

Yes

If yes, how many and where do you need them delivered?

20, dropped off behind the shop.

Please let the City of North St. Paul know if you have other equipment/service needs.

Event Logistics

Tell us where event participants and/or spectators park:

In the public parking lot next to our building and the lot next to Luvs. Also the public lot at the corner of Seppala and Charles.

Provide a to-scale drawing of any entertainment or stage locations.

Upload a drawing of your entertainment locations

Will any temporary structures be built for this event?

No

Upload a sketch of the temporary structures used and their location at your event.

Will you use portable toilettes at your event?

Yes

If yes, indicate how many and where they will be placed.

2, placed behind our building.

Provide information on the location of your First Aid Facilities and who will provide First Aid during your event.

We have first aid equipment in the shop. We will call 911 if we have an emergency.

Will your event include fireworks or other pyrotechnics?

No

The City of North St. Paul may require additional permits for some activities.

Vendors and Concessionaires

Add Vendors and Concessionaires

Food , Non-Alcoholic Beverages and/or Entertainment

Will food and/or non-alcoholic beverages be served?

Yes

If yes, describe your sanitation measures and food handling procedures.

We are looking into food catering or a food truck, we will have them submit an application when we decide who will be serving the food.

If food will be served outside of a licensed establishment; Temporary Food Service Establishment License may be required. Contact the Ramsey County Department of Health at 651-266-1199 for requirements and licensing information.

If you intend to cook food in the event area, describe your area layout, including fuel or electrical sources to be used:

Will your event include music, live entertainment, sound amplification or other noise impact?

Yes

If yes, describe the music/sound or noise and the intended hours of use.

Music, 4pm-10pm.

Security and Safety Precautions

Describe your proposed procedures for security and crowd control. We will call NSPPD if a problem occurs.

If you event occurs at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.

Party should end shortly after sun set. We will have lighting at the front of the shop and there are plenty street lights to help party guests return safely to their cars.

Clean Up

Add Clean Up

List all persons responsible for clean-up duties.

Name/Service

Employees of Gabriel's Fallen Angel Tattoo Studio

Area of responsibility.

We will be cleaning up tables and chairs the night of and any trash left behind.

Mitigation of the Impact on Others

Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists and others.

We will be having the party during hours that many businesses and churches are closed. If there is any problem we will notify NSPPD immediately.

Any condition that causes adverse impacts may be cause to revoke the Special Event Permit.

Acknowledgement and Signature

The undersigned hereby applies for a Special Event Permit as described in this application and state the information submitted is true and correct.

Signature

Gabriel Bosquez

Jul 28, 2022



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.K

Consent Agenda

Subject

Special Event - Wine Tasting event at Silver Lake

Background/Facts

Silver Lake Improvement Association would like to host a wine tasting event fundraiser. Please see attached application for details.

Recommended Action

Attachments

1. Special Event Permit_WineTasting

Respectfully submitted,
Lisa Ritchie, Administrative Assistant

Special Event Permit

Important Notice

Certificate of Liability Insurance (if applicable) and any required maps or documents must be submitted with this application.

Event Name

Silver Lake Improvement Assoc Fund Raiser

Event Description

Wine tasting

Applicant's First Name

Joyce

Applicant's Last Name

Germerscheid

Business/Organization Name

SLIA

Cell Phone

651-792-6249

Email

joyce.germerscheid@hotmail.com

Event Information

Set Up Date

09/10/2022

Event Start Date

09/10/2022

Event End Date

09/10/2022

Dismantle Date

09/10/2022

Please provide event times for each day.

5-8pm

Anticipated number of attendees.

Liability Insurance

Upload a copy of your liability insurance. The policy must state that any outside area used for an event is covered and must also show evidence that the requested event is not excluded from the insurance liability.

If the event is to be held on public property, the City of North St. Paul must be listed as the Certificate Holder.

Upload your certificate of liability insurance.

Requested City Services

Do you need trash/recycling containers?

Yes

If yes, how many and where do you need them located?

1 by the road on 19th

Will you need Fire Department Personnel or Vehicles?

No

Will you need Barricades and/or Traffic Cones?

No

Please let the City of North St. Paul know if you have other equipment/service needs.

Event Logistics

Tell us where event participants and/or spectators park:

19th

Provide a to-scale drawing of any entertainment or stage locations.

Upload a drawing of your entertainment locations

Will any temporary structures be built for this event?

No

Upload a sketch of the temporary structures used and their location at your event.

Will you use portable toilettes at your event?

No

Provide information on the location of your First Aid Facilities and who will provide First Aid during your event.

Will your event include fireworks or other pyrotechnics?

No

The City of North St. Paul may require additional permits for some activities.

Vendors and Concessionaires

Add Vendors and Concessionaires

Will your event include vendor and/or concessions?

Yes

Provide a list of all vendors/concessionaires you will have at your event. Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendor License from the City of North St. Paul.

Business Name

Furlong Liquor

Contact Name

Ravi Harsoor

Phone Number

(720) 619-5523

Email Address

raviharsoor@gmail.com

Services Provided

provide wine for the tasting

Food , Non-Alcoholic Beverages and/or Entertainment

Will food and/or non-alcoholic beverages be served?

No

If food will be served outside of a licensed establishment; Temporary Food Service Establishment License may be required. Contact the Ramsey County Department of Health at 651-266-1199 for requirements and licensing information.

Will your event include music, live entertainment, sound amplification or other noise impact?

No

Security and Safety Precautions

Describe your proposed procedures for security and crowd control.
There will be a small crowd, we don't need security. we may have 35-40 people come

If your event occurs at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.
we will close at dark

Clean Up

Add Clean Up

Mitigation of the Impact on Others**Clear Section**

Describe how you intend to mitigate the impact of the special event on businesses, churches, neighbors, motorists and others.

n/a

Any condition that causes adverse impacts may be cause to revoke the Special Event Permit.

Acknowledgement and Signature

The undersigned hereby applies for a Special Event Permit as described in this application and state the information submitted is true and correct.

Signature

joyce germscheid

Aug 21, 2022

Event description to display on the permit

Wine Tasting Fundraiser



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.L

Consent Agenda

Subject

Special Event - Church of St. Peter Fall Festival September 16-18, 2022

Background/Facts

The Church of St. Peter plans to host their annual Fall Festival, September 16-18, 2022. All appropriate paperwork has been submitted.

Recommended Action

It is recommended the City Council approve the special event permit for the 2022 Church of St. Peter Fall Festival September 16-18, 2022.

Attachments

1. Fall Festival - Special Event
2. festivallayout22_Tue_Aug_2_2022_09-52-29

Respectfully submitted,

Jennie Kloos, Assistant to the City Manager/ Human Resources Manager

SE-22-12**Special Event Permit****Status:** Active**Date Created:** Aug 2, 2022**Applicant**

Jeff Peterson
jpeterson@stpetersnsp.org
2600 Margaret St. No.
No. St. Paul, Minnesota 55109
651-894-6154

Primary Location

2600 MARGARET ST N
NORTH SAINT PAUL, MN 55109

Owner:

Jeff Peterson
2600 2600 MARGARET ST N Oakdale, MN 55128

Special Event Permit**Important Notice**

Certificate of Liability Insurance (if applicable) and any required maps or documents must be submitted with this application.

Applicant's Last Name

Peterson

Cell Phone**Event Information****Event Start Date**

09/17/2022

Dismantle Date

09/19/2022

Anticipated number of attendees.

250

Event Name

Fall Festival

Event Description

Festival

Applicant's First Name

Jeff

Business/Organization Name

Church of St. Peter

Email

jpeterson@stpetersnsp.org

Set Up Date

09/17/2022

Event End Date

09/19/2022

Please provide event times for each day.

5pm to 10 pm 17th 9am to 4:00pm

Liability Insurance

Upload a copy of your liability insurance. The policy must state that any outside area used for an event is covered and must also show evidence that the requested event is not excluded from the insurance liability.

If the event is to be held on public property, the City of North St. Paul must be listed as the Certificate Holder.

Upload your certificate or liability insurance.

 Cert - Fall Festival.pdf
Uploaded by Jeff Peterson on Aug 2, 2022 at 9:23 am

Do you need trash/recycling containers?

No

Requested City Services

Will you need Fire Department Personnel or Vehicles?

No

Will you need Barricades and/or Traffic Cones?

No

Please let the City of North St. Paul know if you have other equipment/service needs.

--

Event Logistics

Tell us where event participants and/or spectators park:

Parking lot/street

Provide a to-scale drawing of any entertainment or stage locations.

Upload a drawing of your entertainment locations



layout.jpg

Uploaded by Kari Erpenbach on Aug 2, 2022 at 9:55 am

Will any temporary structures be built for this event?

--

Upload a sketch of the temporary structures used and their location at your event.



festivallayout22.png

Uploaded by Kari Erpenbach on Aug 2, 2022 at 9:52 am

Will you use portable toilettes at your event?

Yes

If yes, indicate how many and where they will be placed.

6 placed in parking lot area

Provide information on the location of your First Aid Facilities and who will provide First Aid during your event.

--

Will your event include fireworks or other pyrotechnics?

No

The City of North St. Paul may require additional permits for some activities.

Vendors and Concessionaires

Page 80 of 133

Provide a list of all vendors/concessionaires you will have at your event. Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendor License from the City of North St. Paul.

Email Address

--

Contact Name

--

Phone Number

--

Services Provided

See Temporary Liquor License

Will your event include vendor and/or concessions?

--

Provide a list of all vendors/concessionaires you will have at your event. Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendor License from the City of North St. Paul.

Email Address

--

Business Name

Drogos Coffee

Contact Name

--

Phone Number

--

Services Provided

coffee/specialty drinks

Will your event include vendor and/or concessions?

--

Provide a list of all vendors/concessionaires you will have at your event. Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendor License from the City of North St. Paul.

Email Address

--

Business Name

Tot Bos

Contact Name

--

Phone Number

--

Services Provided

Food Truck

Will your event include vendor and/or concessions?

--

Provide a list of all vendors/concessionaires you will have at your event. Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendor License from the City of North St. Paul.

Email Address

--

Business Name

D&D Goodies

Contact Name

--

Phone Number

--

Services Provided

Food Truck

Will your event include vendor and/or concessions?

--

Provide a list of all vendors/concessionaires you will have at your event. Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendor License from the City of North St. Paul.

Business Name

Polar Charities

Contact Name

--

Phone Number

--

Email Address

--

Services Provided

Concessions

Food , Non-Alcoholic Beverages and/or Entertainment

Will food and/or non-alcoholic beverages be served?

Yes

If yes, describe your sanitation measures and food handling procedures.

--

If food will be served outside of a licensed establishment; Temporary Food Service Establishment License may be required. Contact the Ramsey County Department of Health at 651-266-1199 for requirements and licensing information.

If you intend to cook food in the event area, describe your area layout, including fuel or electrical sources to be used:

All food is provided by Food Truck vendors.

Will your event include music, live entertainment, sound amplification or other noise impact?

Yes

If yes, describe the music/sound or noise and the intended hours of use.

Live band Saturday from 5:30-9:00. Dueling piano show on Sunday from 12:30-3:00. Amplified sound will be used. We've placed the stage against the building to help with sound.

Security and Safety Precautions

Describe your proposed procedures for security and crowd control.

We will have North St. Paul Police Officers on site Saturday night.

If your event occurs at night, describe how you are going to light the event area in order to increase the safety of participants and spectators coming to and leaving the event.

We are renting light towers in addition to the parking lot lights.

Clean Up

List all persons responsible for clean-up duties.

Name/Service

Parish Staff & Volunteers



**To**

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.M

Consent Agenda

Subject

7th Avenue/Margaret Street Downtown Improvements - Change Order No. 2

Background/Facts

- To complete downtown landscaping plantings in the 7th Avenue/Margaret Street Downtown Improvements project, which is a privately contracted construction project between Amcon Construction and Midstate Excavating, a change order to that contract is necessary, as it includes a funding component by the City of North St. Paul, by agreement between the City of North St. Paul.
- The attached Change Order includes necessary irrigation improvements for the areas to receive landscaping, including conduit crossings, at a cost to the city of \$69,080.00. Additional work will be performed by the contractor at the same time at no cost to the city as a part of warranty work and project closeout, at a value of approximately \$23,000.
- Irrigation and landscaping were originally included in the project construction documents. However, it was directed that these items be removed from that construction contract due to budgetary constraints in early 2020 prior to the start of construction.
- Additional quotes for irrigation were solicited from multiple contractors by Public Works, and no contractors were able to take on the work in the schedule required, and no additional quotes were received from other contractors.
- This work included in Change Order No. 2 is within the budgeted allotment for this work of \$140,000. Combined together with the recently awarded landscaping (plantings) contract, the anticipated combined expenditure amount of approximately \$126,000 is approximately 10 percent under the budgeted amount available.
- Staff recommends Council approve Change Order No. 2 for the 7th Avenue/Margaret Street Downtown Improvements Project.

Recommended Action

Approve Change Order No. 2 for the 7th Avenue/Margaret Street Downtown Improvements Project and expenditure of previously budgeted city funding for said Change Order, contracted by Amcon Construction with Midstate Excavating.

Attachments

1. 014770-000_CO2-082922_Signed WSB-Amcon

Respectfully submitted,
Morgan Dawley, City Engineer

WSB Project No. 014770-000	Owner Project No.	Change Order No. 2
Project Title/Description: 7th Avenue/Margaret Street Downtown Improvements		
Owner: City of North St. Paul		
Owner Address: 2400 Margaret Street, North St. Paul, MN, 55109		
Contractor: Midstate Excavating and Landscaping, Inc		
Contractor Address: 5750 Memorial Ave. N Oak Park Heights MN 55082		
Total Change Order Amount: \$69,080		

Description: Addition of Irrigation System to the landscape beds as itemized. Items indicated under Group/Funding Category as Midstate, assigns the cost to Midstate Excavating and Landscaping, Inc.

Remove Misc. Structures is Concrete Removal per quote (Midstate Cost responsibility)

4" PVC Pipe Sewer is for Irrigation Sleeve by Boring (Midstate Cost responsibility is \$44,324 - \$18,000 = \$26,324 for this item)

Irrigation System by Lump Sum for all planting beds, including water service meter, plumbing and cabinet (combined quote items 4 and 5)

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)

Group/Funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Local	2021.501	MOBILIZATION	LS	\$3,200	1	\$ 3,200 .00
Midstate	2104.601	REMOVE MISC. STRUCTURES	LS	\$5,220	0	\$ 0.00
Local/Midstate	2503.603	4" PVC PPIPE SEWER	LF	\$28.00	940	\$ 26,324.00
Local	2504.601	IRRIGATION	LS	\$39,556	1	\$ 39,556.00
Net Change This Change Order						\$ 69,080.00

Due to this change, the contract time: (check one)

() Is NOT changed

() May be revised as provided in MnDOT Specification 1806

Number of Working Days Affected by this Contract Change:

Number of Calendar Days Affected by this Contract Change:

Approved By Project Engineer:



Date: 08/29/2022

Approved By Contractor:

Scott Quiring

Date: Digitally signed by Scott Quiring
Date: 2022.08.29 11:38:35 -05'00'

Approved By Owner:

Date:



PROPOSAL

DATE: 7/6/2022
 COMPANY: Mid State Excavating

 CONTACT: John
 PHONE: 651-285-9932

EXPIRATION DATE: 7/29/2022
 SUBMITTED BY: Ryan Potvin
 PHONE: 651-257-0308

PROJECT NAME: 7Th Ave E and Margaret
 LOCATION: North Saint Paul

ITEM #	DESCRIPTION	Quantity	Unit of Measure	UNIT PRICE	TOTAL
1	Mob	1	LS	\$ 3,200.00	\$ 3,200.00
2	Concrete removal (Midstate cost)	1	LS	\$ 5,220.00	\$ 0 -5,220.00
3	Boring with 4" sleeve pipe (reduce by \$18,000 in 2020 bid)	1583	LF	\$ 28.00	\$ 26,324 44,324.00
4	Irrigation of all planter beds	1	LS	\$ 35,030.00	\$ 35,030.00
5	Water service meter, plubming and cabinate	1	LS	\$ 4,526.00	\$ 4,526.00
					\$ -
				SUBTOTAL:	\$ 69,080 92,300.00
				TOTAL:	\$ 69,080 92,300.00

NOTES AND INCLUSIONS:

Proposal is based of locates that where called in and reviewed, pricing includes concrete removal as needed to complete the boring, Bore will be bill per ft, irrigation will be drip line spaced out at 12" on center, By Others: traffic control, concrete replacement, restoration of lawn and landscape, power for controller, water service feed to be 2' above grade.

Please sign below for acceptance of Proposal as stated. We appreciate the opportunity to provide you with this proposal and look forward to working with you. Please feel free to contact me with any questions.

SIGNATURE: _____
 NAME: _____
 TITLE: _____
 PHONE: _____
 DATE: _____

**To**

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.N

Consent Agenda

Subject

City Manager Employment Agreement

Background/Facts

The position was advertised on June 22, 2022 and applications were received through July 20, 2022. There were 25 applicants for the position. Fifteen (15) semi-finalists were selected with three withdrawing. Of the twelve (12) semi-finalists, the Council selected six individuals to bring in for the final interview process. One candidate withdrew from consideration. Interviews included a tour, staff panel and Mayor/Council panel. Interviews were held on Wednesday, August 31, 2022.

Recommended Action

Approve City Manager Employment Contract with Brian Frandle and Resolution No. 2022-xxx

Attachments

1. Frandle - NSPCityManagerEmploymentAgreement
2. Res 2022-xxx Brian Frandle City Manager

Respectfully submitted,

Jennie Kloos, Assistant to the City Manager/ Human Resources Manager

City of North Saint Paul, Minnesota Employment Agreement

AGREEMENT made this 6th day of September 2022, by and between the CITY OF NORTH SAINT PAUL, a Minnesota municipal corporation ("Employer"), and BRIAN FRANDLE ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as its City Manager. Employee agrees to serve as City Manager in accordance with state statutes, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

2. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

3. **SALARY.** Employer shall pay Employee a salary of \$150,000 per year starting September 7, 2022. Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation.

4. **SENIORITY.** For purposes of employment benefits such as sick leave, vacation leave, and the like, Employee will be credited with his current years of employment with the City.

5. **SICK LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with HIS current days of accrued sick leave. In addition, Employee shall accrue sick leave in accordance with the City's personnel policies.

6. **VACATIONS.** Effective upon Employee's first day of employment, Employee shall be credited with his current days of accrued vacation leave. In addition, Employee shall accrue vacation leave in accordance with the City's personnel policies.

7. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

8. **GENERAL INSURANCE.** Employer shall provide Employee the same group hospital, medical, dental, life and disability insurance benefits as provided to all other non-union employees.

9. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

10. **PROFESSIONAL DEVELOPMENT.** Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the Employer.

11. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employer; and at Employer's expense.

12. **AUTOMOBILE.** Employee shall be paid a monthly allowance of \$450 for use of his personal automobile for Employer business.

14. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

15. **HOURS OF WORK.** It is understood the position of City Manager requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

16. **TERMINATION BENEFITS.** In the event Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Manager, then in that event, Employer agrees to pay Employee at the time of receipt of his last paycheck a lump sum cash payment equal to six months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 9 for a period of six following termination. However, in the event Employee is terminated because of his malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee or Employee resigns following a formal suggestion by Employer that he resign, then Employee may, at his option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall also be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns his/her position with Employer, Employee agrees to give the Employer thirty (30) days advance notice. If Employee voluntarily resigns his position with Employer, there shall be no termination pay due to Employee.

17. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions of this Agreement.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed on its behalf by its Mayor and Employee has signed this Agreement, in duplicate, the day and year first written above.

EMPLOYER:
CITY OF NORTH SAINT PAUL

EMPLOYEE:
BRIAN FRANDLE

BY: _____
Its Mayor

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

RESOLUTION APPOINTING A CITY MANAGER

WHEREAS, the City Council has agreed to offer the permanent position of City Manager to Brian Frandle; and

WHEREAS, the following terms apply to the City Manager position:

- The effective date of appointment shall be Tuesday, September 6, 2022.
- Mr. Frandle shall receive an annual salary of \$150,000 beginning September 7, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, it hereby appoints Brian Frandle, as its City Manager beginning September 7, 2022 with the agreed upon terms in the Employment Agreement.

ADOPTED this 6th day of September, 2022.

Motion by
Second by

Voting: Aye:
 Nay:
 Abstain
 Absent:

Terrence J. Furlong, Mayor

Attest: _____
 Brian Frandle, City Manager/ Clerk

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

**RESOLUTION APPOINTING BRIAN FRANDLE AS THE
RESPONSIBLE AUTHORITY FOR DATA PRACTICES ACT**

WHEREAS, the Minnesota Government Data Practices Act, Minnesota Statutes, Section 13.02, sub. 16, as amended, requires that the City appoint one person as the Responsible Authority to administer the requirements for collection, storage, use and dissemination of data on individuals, government data and summary data, within the City; and

WHEREAS, the City Council shares the concern expressed by the Legislature about access to City data and wishes to satisfy this concern; and

WHEREAS, the Responsible Authority may designate a city employee or employees to assist in the administration and enforcement of the duties of the Responsible Authority; and

WHEREAS, Resolution No. 2022-024 is rescinded, removing John Stark, who is no longer in the employ of the City, as the Responsible Authority; and

NOW THEREFORE BE IT RESOLVED, the City Council of the City of North St. Paul appoints Brian Frandle as the Responsible Authority for the purposes of meeting all requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended.

ADOPTED this 6th day of September, 2022.

Motion by
Second by

Voting: Aye:
 Nay:
 Abstain:
 Absent:

Terrence J. Furlong, Mayor

Attest: _____
 Brian Frandle, City Manager/ Clerk

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

**RESOLUTION APPROVING AUTHORIZED SIGNATORIES
FOR THE CITY OF NORTH SAINT PAUL**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH SAINT PAUL, that as of August 31, 2022, the duly appointed officers listed below, or any of them acting in their capacity as an officer of the City of North Saint Paul, a Municipal Corporation (“City”), or as assigned by the City Council, are hereby authorized to (1) act on behalf of the City to execute all contracts and methods of payment issued by the City, (2) act on behalf of the City with regard to any and all stocks, bonds, or other securities (“Securities”) now or hereafter registered in the name of the City, (3) to buy, sell, convey, or transfer ownership of any Securities now or hereafter registered in the name of the City and as directed by the City Council, and (4) to execute any documents relating to the permitted activities as described herein.

BE IT FURTHER RESOLVED, all contracts, methods of payment, acts related to City Securities and other documents shall require two signatures of the officers listed.

<u>Title</u>	<u>Name</u>
Mayor	Terrence J. Furlong
City Manager	Brian Frandle

ADOPTED this 6th day of September, 2022.

Motion by
Second by

Voting: Aye:
 Nay:
 Abstain:
 Absent:

Terrence J. Furlong, Mayor

Attest:

Brian Frandle, City Manager/ Clerk



To

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.Q

Consent Agenda

Subject

Fence Consortium Joint Powers Agreement

Background/Facts

In the spring of 2021, a significant number of public agency professionals (with police, fire, public works, and emergency management backgrounds) joined together to form a Fence Working Group to explore the identified challenges and develop a collective path forward. Based on the experience with civil unrest in Minneapolis and Brooklyn Center, the critical role that anti-scale fencing can serve for de-escalation and establishing a space for lawful protests became apparent. That said, it was also found that obtaining anti-scale fencing is a significant challenge due to a number of factors, as well as being very expensive. To respond to this identified need, a Fence Working Group was established.

The Fence Working Group's efforts have led to the formation of a Fencing Consortium. The Fencing Consortium is made up of local government agencies (members) that will jointly contract with a fencing vendor for the availability, storage, maintenance, and transportation of anti-scale fencing (including vehicle gates and pedestrian doors). The Consortium will have, at a minimum, enough fencing for the largest police department building in the Consortium. However, the Consortium has the flexibility to increase the amount of fencing, gates, and doors as additional local governments join the Consortium.

The intent of the Fencing Consortium is to provide anti-scale fencing within hours, not days, around potentially impacted government building(s) in response to a critical incident. The goal of the anti-scale fencing is to de-escalate the potential tensions and try to reduce/eliminate the non-tangibles associated with civil unrest such as:

1. Provide physical separation between law enforcement and protestors
 1. Promotes improved mental health environment for all (reduce PTSD)
 2. Pre-plan and standardize perimeter layout
2. Reduce the need for crowd control measures to be used
 1. Improved safety for all
 2. Minimize potential impact on adjacent properties
 3. Crowd control measures are seen as escalating
 4. Another tool for law enforcement facilitating peaceful protests

3. Create a space for protesting
 1. Not seen as officers vs. protestors, but protestors just protesting (including optics)
 2. Supports efforts to coordinate/communicate with specific protest groups and organizers ahead of time
 3. Improved distinction between legal protestors and “violent and destructive actors” (I)
 4. Officers in riot gear and with crowd control measures are more likely to be able to remain out of sight of legal protestors
4. Reduce resource demands committed to one location
 1. Local law enforcement agencies are too small to handle large-scale civil disturbance
 2. Potentially need fewer officers for security at the site
 3. Free up more resources to continue to respond to calls for service in impacted community
 4. Takes into consideration that protests may be protracted event

The purpose and structure of the Fence Consortium is to provide experienced leadership for fence deployment operations across multiple jurisdictions in a unified command structure and coordinate during the deployment of anti-scale fencing. This includes considering and planning for operational logistics and tactical planning associated with fence deployment. The Fence Consortium itself is a multi-agency, pre-planned, coordinated resource management system to continue efforts to minimize multiple local and state agencies from being over-extended.

Fence deployment team

One of the biggest costs and factors for the deployment of any fence is the labor, equipment, and scheduling of staffing to setup the fence. Because of this the Working Group determined that the best way to meet these challenges is to use the existing Statewide Public Works Mutual Aid Pact to provide the labor and equipment needed to deploy the fence. Just like police and fire use existing mutual aid agreements during civil unrest, public works would do the same. One key reason for this is that the JPA can leverage these other existing mutual aid agreements when it comes to labor considerations.

Each Consortium member would need to provide between 1 and 3 people who would be assigned to the Fence Deployment Team. This team would train 3 times a year (2 times in person) so that when the call to deploy the fence was made, everyone would be familiar with what needed to be done and it could be done as efficiently as possible. Each Consortium member would cover the costs, including if there was a deployment (likely overtime), of their staff on the Fence Deployment Team. Considerations will be made for really small public works departments (just a few members) or agencies with no public works staff.

State funding request

The Fence Consortium has requested \$5 million dollars from the State of Minnesota for the purchase of anti-scale fencing and associated vehicle gates and pedestrian doors. If obtained in 2023, the State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium

member will pay for the storage, maintenance, and transportation of the anti-scale fence. This reduction in cost will improve equity in accessibility to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.

Prerequisites

Any agency participating in the Fence Consortium must be a member of the Statewide Public Works Mutual Aid Pact. Police and fire agency resources must be members of relevant mutual aid agreements.

Project cost

Each member agency's cost is pro-rated based on the footage of fencing needed for their location. The estimated annual cost to the City of North St. Paul will be \$5,160.00.

Recommended Action

Motion authorizing the resolution adopting the Fencing Consortium Joint Powers Agreement

Attachments

1. C FC4 Fence Consortium JPA
2. Res 2022-xxx Fence Consortium Adopting JPA

Respectfully submitted,
Phil Baebenroth, Police Chief

FENCING CONSORTIUM JOINT POWERS AGREEMENT

THIS FENCING CONSORTIUM JOINT POWERS AGREEMENT (“**Agreement**”) is made and entered into by and among the Governmental Units identified in the attached Exhibit A (each a “**Member**” or collectively the “**Members**”).

RECITALS

- A. The civil unrest and resulting negative impacts on mental health, damage to buildings, and a reduction in overall safety experienced in the Seven County Metropolitan Area in recent years has given rise to a need for communities to have ready access to anti-scalable fencing. The anti-scale fencing can be set up to protect public buildings, critical infrastructure, and other key locations to de-escalate tensions between law enforcement and protestors as well as reduce the need to rely on crowd control measures to protect such locations from violent and destructive actors.
- B. Appropriate fencing to serve this purpose is produced by few vendors, currently all of which are located outside of the state.
- C. This type of fencing is expensive and the delays associated with attempting to identify and secure the delivery of fencing during the response to a critical incident may result in unnecessary risks to personnel and public property.
- D. By pooling resources and working cooperatively, communities can access high quality fencing, trained personnel, and related resources to assemble it in as efficient manner as possible to support de-escalation measures with protestors and protect facilities from violent and destructive actors.

AGREEMENT

In consideration of the mutual agreements and understandings, and intending to be legally bound, the Members hereby agree as follows:

ARTICLE I DEFINITIONS AND PURPOSE

- 1.1. **Definition of Terms.** For the purposes of this Agreement, the following terms shall have the meaning given them in this section.
 - (a) Additional Member. “Additional Member” means a Governmental Unit that submits a Membership Resolution after the Effective Date and that the Board votes to accept as a Member of the Fencing Consortium.
 - (b) Agreement. “Agreement” means this Fencing Consortium Joint Powers Agreement.

- (c) Board. “Board” means the Fencing Consortium Joint Board established by this Agreement.
- (d) Call Out. “Call Out” means a request by a Requesting Member to the Board requesting the deployment of the Fencing.
- (e) Critical Incident. “Critical Incident” means an event or occurrence that occurs within a Governmental Unit that is reasonably anticipated to result in, or that does result in, civil unrest focused against one or more public buildings, infrastructure, or other critical site with the Governmental Unit.
- (f) Deployment Site. “Deployment Site” means the specific location at which the Fence is to be assembled.
- (g) Deployment Team. “Deployment Team” means the public works personnel or others assigned by each Member who are responsible for responding to requests by Members to assemble and disassemble the Fencing at a Member’s Deployment Site in accordance with its Fencing Preplan.
- (h) Deployment Team Manager. “Deployment Team Manager” is the member of the Deployment Team designated as supervisor and who has operational control over the deployment and demobilization of the Fencing.
- (i) Effective Date. “Effective Date” means the date this Agreement goes into effect and the date by which Original Members must adopt the Membership Resolution. The Effective Date is September 2, 2022.
- (j) Extended Membership Area. “Extended Membership Area” means the area established by the Board outside of the Seven County Metropolitan Area in which Governmental Units are eligible to request membership in the Fencing Consortium.
- (k) Fencing. “Fencing” means the non-scalable, portable, free-standing fence secured by the Board and made available to Members under this Agreement.
- (l) Fencing Preplan. “Fencing Preplan” means a plan developed by a Governmental Unit showing the general location and length of the Fencing needed and the type and location of gates within the Fencing.
- (m) Governmental Unit. “Governmental Unit” means a local government or other political subdivision of the State that is authorized under Minnesota Statutes, section 471.59 to enter into a joint powers agreement. The term also includes state agencies and joint powers entities that own a public building.
- (n) Lease. “Lease” means the lease agreement between the Board and the Vendor to secure the Fencing for the Fencing Consortium and that sets out the terms for the

storage, delivery, and maintenance of the Fencing. The Lease may also establish the use charge the Requesting Member is required to pay the Vendor for the actual use of the Fencing.

- (o) Member. “Member” means an Original Member or an Additional Member. The term is used generally in this Agreement to refer to an individual current member Governmental Unit or, in its plural form, to all current member Governmental Units. A Governmental Unit must remain in good standing under this Agreement to remain a Member of the Fencing Consortium.
- (p) Member Assessment. “Member Assessment” means the amount determined annually by the Board to pay the costs of the Fencing Consortium and which is invoiced to each Member.
- (q) Membership Resolution. “Membership Resolution” means the resolution form a Governmental Unit adopts to join the Fencing Consortium. Any resolution that is not substantively the same in all respects as the form resolution developed for membership shall not constitute a Membership Resolution.
- (r) Notification System. “Notification System” means the communications or alert system, or systems, selected by the Board to issue a Call Out for the deployment of the Deployment Team and Fencing to a Requesting Member’s Governmental Unit.
- (s) Original Member. “Original Member” means a Governmental Unit that completed all requirements to enter into this Agreement prior to the Effective Date.
- (t) Public Works Mutual Aid Pact. “Public Works Mutual Aid Pact” means the Public Works Joint Powers Mutual Aid Agreement, which was originally effective as of July 1, 2018 and is incorporated herein by reference.
- (u) Requesting Member. “Requesting Member” means a Member who makes a request to the Board for the deployment of the Fencing in its Governmental Unit.
- (v) Seven County Metropolitan Area. “Seven County Metropolitan Area” means the counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington.
- (w) Staging Area. “Staging Area” means the location identified for the Deployment Team to gather at in response to a Call Out before convoying to the Deployment Site.
- (x) Surcharge. “Surcharge” means the amount an Additional Member is required to pay to join the Fencing Consortium as determined by the Board. The Surcharge is in addition to the amount the Additional Member is required to pay based on the length of its Fencing needs as shown in its Fencing Preplan. The Surcharge

includes the amount the Member is to pay for the Member Assessment for the year in which the Governmental Unit becomes a Member and any buy-in costs as determined by the Board.

- (y) Vendor. “Vendor” means the fencing company selected to provide the Fencing to the Fencing Consortium.

1.2. **Purpose.** It is the general purpose of this Agreement to:

- (a) To establish the Fencing Consortium, the responsibilities of the Members toward the Fencing Consortium, and to establish the “Fencing Consortium Joint Board” to govern the Fencing Consortium and its operations;
- (b) To authorize the Board to obtain and provide for the storage and deployment of Fencing in response to a Critical Incident and for other purposes as provided in this Agreement and as determined by the Board;
- (c) To authorize the Board to negotiate and enter into an agreement with a Vendor to obtain the Fencing and provide for its storage, delivery to, and return from a Requesting Member’s Governmental Unit;
- (d) To authorize the Board to establish policies and procedures for the deployment of the Fencing, the training and deployment of the Deployment Team, and on other matters as needed to achieve the purposes of this Agreement;
- (e) To authorize the Board to determine the Governmental Units eligible for membership in the Fencing Consortium, including expanding the eligible territory as it determines is appropriate; and
- (f) To authorize the Board, upon deliberation and continued communication with the Members, to revise the initial structure of the Fencing Consortium over time as it may determine is in the best interests of the Members to do things such as moving from a leasing arrangement to purchasing the Fencing and to provide for its storage, maintenance, and transportation.

ARTICLE II FENCING CONSORTIUM ESTABLISHED

- 2.1. **Established.** There is hereby established, by the execution of this Agreement, the “Fencing Consortium” as a joint powers entity formed pursuant to Minnesota Statutes, section 471.59, which is to be managed and operated by the Board pursuant to the terms of this Agreement.
- 2.2. **Scope.** This Agreement applies to those Governmental Units that are Members of the Fencing Consortium and provides for the operation of the Fencing Consortium by a Board of Directors elected as provided herein.

ARTICLE III MEMBERSHIP

- 3.1. **Original Members.** A Governmental Unit that adopts and submits the Membership Resolution to join the Fencing Consortium before the Effective Date shall be considered an Original Member under this Agreement. A Governmental Unit is eligible to be an Original Member of the Fencing Consortium if it satisfies all of the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is within the Seven County Metropolitan Area;
- (c) Has submitted a Fencing Preplan prior to the Effective Date; and
- (d) Has properly adopted and submitted a Membership Resolution prior to the Effective Date.

The Governmental Unit shall submit its Membership Resolution to the Chief of Police in the City of Crystal. The Membership Resolutions shall be transferred to the Board once it is formed. Membership Resolutions adopted after the Effective Date shall be sent to the Board.

- 3.2. **Additional Members.** After the Effective Date, a Governmental Unit may request to become an Additional Member of the Fencing Consortium if it satisfies the following:

- (a) Is a member of the Public Works Mutual Aid Pact;
- (b) Is located within the Seven County Metropolitan Area or within the Extended Membership Area as determined by the Board;
- (c) Submits a Fencing Preplan;
- (d) Submits the fully adopted Membership Resolution; and
- (e) The Board votes to accept the Governmental Unit as an Additional Member.

Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.

- 3.3. **Exception.** The membership requirement to be a member of the Public Works Mutual Aid Pact is to establish a mechanism through which local public works staff can be utilized to assist in the mobilization and demobilization of the Fencing within the Governmental Unit. However, there are entities that do not have their own public works staff, desire to become a Member of the Fencing Consortium, and for which local support

can be provided through another Governmental Unit. Therefore, a Governmental Unit that does not have a public works department or public works employees is not required to be a member of the Public Works Mutual Aid Pact to be eligible to become a Member of the Fencing Consortium, provided the following are complied with to the extent applicable:

- (a) If the Governmental Unit is a joint undertaking among other Governmental Units, the community in which any of the Governmental Unit's buildings are located and to which its Fencing Preplan applies must be a member of the Public Works Mutual Aid Pact; or
 - (b) If the Government Unit relies on the county sheriff's department as the primary source of law enforcement services, that county must be a member of the Public Works Mutual Aid Pact.
- 3.4. **Requirement of Good Standing.** Continued membership in the Fencing Consortium shall be contingent upon: paying the annual Member Assessment and any additional charges as determined by the Board as provided herein; making public works staff available to participate as members of the Deployment Team; and on-going compliance with the other requirements, terms, and conditions of this Agreement and the policies and procedures adopted by the Board.
- 3.5. **Withdrawing from Membership.** A Member may withdraw from the Fencing Consortium as provided in Article XI of this Agreement.

ARTICLE IV FENCING CONSORTIUM JOINT BOARD

- 4.1. **Established.** There is hereby established the "Fencing Consortium Joint Board." The Board shall consist of five Directors elected by the Members in accordance with this Article. Directors shall serve without compensation from the Fencing Consortium. The Director positions shall be assigned as follows:
- (a) Two Directors representing law enforcement;
 - (b) One Director representing fire;
 - (c) One Director representing public works; and
 - (d) One Director representing emergency managers.
- 4.2. **Initial Directors.** The Board shall initially be comprised of the following Directors ("**Initial Board**"):

- (a) Ryan Murphy, Commander, Special Operations Unit, Saint Paul Police Department and Ryan Seibert, Chief of Police, City of Chaska, representing law enforcement;
- (b) Ward Parker, Assistant Chief Operations, City of Eden Prairie, representing fire;
- (c) Daniel Ruiz, Director of Operations & Maintenance, City of Brooklyn Park, representing public works; and
- (d) Doug Berglund, Director, Emergency Management, Washington County Sheriff's Office, representing emergency managers.

The Initial Board shall be responsible for Organizing the Board and the Fence Consortium. The Initial Board shall conduct an election in 2022 for Members to elect three Directors to the Board. An election will then be held in 2023 for Members to elect the remaining two Directors to the Board. Those elected in 2022 shall assume their positions effective on January 1, 2023 and those elected in 2023 shall assume their positions on January 1, 2024. The Initial Board shall determine which positions are up for election in 2022 and 2023, except the two law enforcement Director positions shall be elected in separate years.

- 4.3. **Director Eligibility.** To be eligible to be elected to the Board a person must be currently employed by a Member and actively serving in the profession the person is proposed to represent on the Board. If a Director loses eligibility to continue serving on the Board, the position shall be deemed vacant and the vacancy filled as provided herein.
- 4.4. **Term.** Each Director serves a two-year term commencing on January 1. The terms shall be staggered to minimize the number of Directors up for election in the same year. The Initial Board shall determine the terms and the staggering of the positions as part of adopting the bylaws. A vacancy in the office of Director shall be filled by appointment of the Board until the next election, at which time the position shall be up for election for the remainder of the term.
- 4.5. **Election of Directors.** The annual election of Directors shall occur in accordance with this Agreement and the bylaws established by the Board. This process is not subject to federal, state, or local election laws or procedures. Instead, the intent is to provide a reasonable means for Members to nominate candidates and to select those whom they wish to serve on the Board. Each Member in good standing when the nomination process begins has an opportunity to nominate people from its Governmental Unit for any or all the open positions on the Board. All persons nominated to a position must be eligible to represent that position on the Board. The Board shall collect the nominations and prepare a ballot to be distributed among the Members for a vote. Each Member in good standing shall have one vote on each open position. A Member must determine for itself who is authorized to submit nominations and cast the vote on its behalf. The name of the Member submitting the ballot must be on the ballot. The Board shall tabulate the votes and provide the Members a list of the persons elected to the Board. The conducting of

the nomination and election process shall occur early enough in a year to allow the newly elected Directors to take their positions on the Board as of January 1.

- 4.6. **Director Duties.** Directors are responsible for carrying out the duties of the Board under this Agreement in a diligent and timely manner. If a Director fails to attend three consecutive Board meetings without reasonable cause, the Board may declare the office vacant and fill the position by appointment. The position will then be up for election at the next election for the remainder of the term.
- 4.7. **Board Officers.** Each year at its annual meeting the Board shall elect from among its Directors a Chair and a Vice-Chair. The Board shall also appoint a Secretary/Treasurer, which is not required to be selected from among the Directors. If the Secretary/Treasurer is not a Director, the person shall not have a vote. The Chair shall act as the presiding officer at Board meetings and the Vice-Chair shall act as the presiding officer in the absence of the Chair. The Secretary/Treasurer shall take the minutes of Board meetings and shall serve as the finance manager for the Fencing Consortium. The Board shall adopt by-laws to establish its own procedures, provided such procedures are consistent with the purposes of this Agreement.
- 4.8. **Board Meetings.** The Board shall hold regular meetings on the schedule as established in its bylaws. The Board may also hold special meetings as needed upon the call of the Chair or upon the written request of two Directors given to the Secretary/Treasurer. Meetings of the Board are subject to the Minnesota Open Meeting Law (Minnesota Statutes, chapter 13D). The Secretary/Treasurer shall inform all Directors of special meetings, maintain a schedule of the Board's regular meetings, and shall post notice of any special meetings on the bulletin board designated by the Board for such notices or, if a bulletin board is not designated, upon the outside door of the building in which the Board meets. The Board may hold emergency meetings and such other meetings as allowed by law. The Board shall hold an annual meeting in January or in such other month as designated by the Board. The annual meeting may be held together with a regular meeting.
- 4.9. **Voting.** A majority of the Directors (three) shall constitute a quorum of the Board to meet and conduct the business of the Board. Each Director shall have an equal, non-weighted, vote. Unless specifically indicated otherwise herein, a majority vote of the Directors present at a meeting, if at least a quorum is present, shall be required for the Board to take action on any issue that comes before it. A Director must be present at a meeting to vote and shall not vote by proxy. A Director may be considered present and vote from a remote location to the extent allowed under Minnesota Statutes, chapter 13D.
- 4.10. **Powers of the Board.**
- (a) To take all actions necessary and convenient to discharge its duty to lease Fencing and to make it available to Members pursuant to the terms of this Agreement.

- (b) Establish policies and procedures for requesting, deploying, using, demobilizing, and returning the Fencing, and on such other operational matters as the Board may determine is appropriate. This power includes, but is not limited to, further refining the definition of Critical Incident as may be needed and otherwise identifying situations in which deployment of the Fencing is automatic and when it is discretionary with the Board.
- (c) Authorize one or more of its Directors to receive request from a Requesting Member and to issue a Call Out of the Fencing to a Critical Incident in accordance with established policies and procedures.
- (d) Obtain the Fencing initially by lease, or purchase with State appropriation, and then determine over time whether to purchase part or all of the Fencing provided under this Agreement. If the Fencing is purchased, to provide for its storage and deployment.
- (e) Select the notification system for the Call Out.
- (f) To adopt bylaws and rules or policies consistent with this Agreement as required to effectively exercise the powers, or accomplish the purposes, of the Fencing Consortium;
- (g) To interpret and apply the provisions of this Agreement in a manner that furthers its purpose and intent including, but not limited to, determining the eligibility of a Governmental Unit to become a Member;
- (h) To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to Members;
- (i) To establish a system to communicate budget and other information of interest to Members;
- (j) To enter into contracts in its own name;
- (k) Contract with an auditing firm to perform financial audits of the Fencing Consortium as the Board determines is appropriate;
- (l) To purchase any insurance and indemnity or surety bonds as necessary to carry out the purposes of this Agreement;
- (m) To seek, apply for, and accept appropriations (including legislative appropriations), grants, gifts, loans of money or other assistance as permitted by law from any person or entity, whether public or private;
- (n) To sue;

- (o) To annually charge and collect from Members a Member Assessment as needed to pay the on-going costs of the Fencing Consortium;
 - (p) To determine and require the payment of a Surcharge by Additional Members joining the Fencing Consortium; and
 - (q) To exercise all other powers necessary and incidental to carry out the purposes of this Agreement provided such powers are consistent with the purposes of the Agreement and are exercised in accordance with the applicable statutory powers of the Members.
- 4.11. **Powers Not Delegated.** The Members expressly reserve for themselves the following powers, which shall not be deemed delegated to, and may not be exercised by, the Board:
- (a) Hire employees;
 - (b) Purchase real property;
 - (c) Issue bonds; or
 - (d) Undertake or otherwise perform any functions exceeding the general scope and purpose of this Agreement.
- 4.12. **Specific Duties of the Board.** The Board shall exercise the powers provided it under this Agreement to perform, in addition to the other duties provided for in this Agreement, the following specific duties:
- (a) Lease Fence. The Board shall enter into a Lease with the Vendor to obtain the Fencing and trailer(s) for transporting the Fencing. The Board shall ensure it secures and maintains a sufficient length of Fencing to cover the Member with the longest Fencing lengths as shown on the Fencing Preplans, rounded up to the nearest 500 feet. Initially, the Board shall base the amount of Fencing on the Fencing Preplans submitted by the Original Members. As Additional Members join the Fencing Consortium, the Board shall consider the Fencing needs and may secure additional Fencing as it determines is needed.
 - (b) Fence Storage and Transport. The Lease shall require the Vendor to store the Fencing at a location agreeable to the Board, deliver the Fencing to the identified Staging Area upon the Board's request within the response timeframe identified in the Lease, and to address other transportation needs as specified in the Lease.
 - (c) Select Notification System. The Board shall select a Notification Systems that will be used by Directors to Call Out the Deployment Team to a Requesting Member's Governmental Unit.

- (d) **Reports.** The Board shall prepare and distribute such reports to the Members as the Board determines are necessary to keep them informed of the Fencing Consortium's activities. The Board shall determine the best method for distributing such reports.
- 4.13. **Office.** The initial office of the Fencing Consortium shall be selected by the Board. The Board may change the location of the office as it determines is appropriate. The Board will hold its meetings at the designated office, but may also meet at such other locations as it determines appropriate to carry out its duties.
- 4.14. **Disbursements.** Except as otherwise provided, all unbudgeted disbursements and expenditures of the Fencing Consortium shall be approved by the Board. All checks issued by the Fencing Consortium from its funds shall be co-signed by two Directors designated by the Board.
- 4.15. **Fiscal Agent.** The Board may appoint, and enter into agreements with, a fiscal agent for the Fencing Consortium and may change the fiscal agent from time to time as it deems necessary. The fiscal agent may be a Member Governmental Unit. The Board may delegate authority to the fiscal agent to act on its behalf as the Board deems appropriate and in accordance with applicable laws.

ARTICLE V DEPLOYMENT OF THE FENCING

- 5.1. **Automatic Deployment.** The Fencing shall be made available for automatic deployment upon the occurrence of a Critical Incident in a Member's Governmental Unit. The Requesting Member shall notify a Director of a Critical Incident and a Director shall utilize the designated Notification System to Call Out the Deployment Team for deployment of the Fencing. The Deployment Team shall then respond to the Requesting Member to unload and assemble the Fencing at the Deployment Site. The process to request deployment and demobilization of the Fencing shall occur in accordance with this Agreement and the policies and procedures adopted by the Board. The Deployment Team Manager shall be responsible for coordinating the deployment and demobilization of the Fencing.
- 5.2. **Requesting Member Obligations.** A Requesting Member requesting deployment of the Fencing for a Critical Incident occurring in the Member's jurisdiction shall be responsible for the following:
 - (a) Providing security for the Deployment Team while it is conducting its work at the Deployment Site;
 - (b) Provide any equipment that may be needed to deploy or demobilize the Fencing that is not provided by the Vendor;

- (c) Pay the Vendor charges for the actual use of the Fencing. Such payments are to be made directly to the Vendor unless directed otherwise by the Board;
 - (d) Providing food, water, first aid, and similar support to the Deployment Team as may reasonably be needed;
 - (e) Contacting the Board or the Board's designee if there are any issues with the Fencing once it is in place; and
 - (f) Complying with Board policies and procedures applicable to a Requesting Member, including avoiding any activities that may unreasonably damage the Fencing or expose the Deployment Team to an unreasonable risk.
- 5.3. **Discretionary Deployment.** A Member may make a request to the Board for the deployment of the Fencing in the Member's Governmental Unit for an event or occurrence other than a Critical Incident. The deployment of the Fencing for something other than a Critical Incident is left to the sole discretion of the Board. The Board shall consider all such requests at a meeting and determine whether to approve the Member's request. The Board shall adopt criteria or standards for determining when to allow the discretionary deployment of the Fencing and the requesting Member's obligations if the request is approved. The Board may delegate the authority to one or more Directors to determine whether to allow the discretionary deployment of the Fencing based on the criteria established by the Board.
- 5.4. **Non-Member Deployment.** The Board shall adopt standards and requirements for determining whether to allow the deployment of the Fencing in response to a Critical Incident that occurred in a non-member Governmental Unit. Nothing in this Agreement obligates the Fencing Consortium to deploy the Fencing to a non-member Governmental Unit.
- 5.5. **No Guarantee.** The Members understand and agree the deployment of the Fencing by the Deployment Team is a cooperative undertaking and that the Fencing Consortium cannot guarantee a certain response time or make any representations or warranties regarding response times, the Fencing, its assembly, or effectiveness. The Deployment Team will endeavor to respond as quickly as possible to a Critical Incident and to place the Fencing as shown in the Requesting Member's Fencing Preplan as provided in this Agreement and in accordance with Board policies and procedures.
- 5.6. **Demobilization.** The Member who receives the Fencing in response to a Critical Incident shall work with the Fencing Consortium to determine when to initiate the demobilization of the Fencing from the Deployment Site. For a discretionary deployment of the fence, the demobilization date shall be determined prior to the deployment. The Deployment Team shall be responsible for disassembling the Fencing as part of the demobilization. The Board shall establish such procedures and policies as may be needed to address the demobilization of the Fencing. The Board has the authority to recall the Fencing from a Member if it determines there is a more critical need for the Fencing in

another Governmental Unit that cannot be fulfilled by the remaining Fencing held by the Fencing Consortium.

ARTICLE VI MEMBERSHIP COSTS AND ASSESSMENTS

- 6.1. **Original Member Costs.** Each Original Member shall be responsible for paying a share of the Fencing costs based on the length of fence indicated in its Fencing Preplan as a percentage of the total amount of initial Fencing to be leased by the Board. The Board shall determine the amount each Original Member is required to pay and provide each an invoice together with a sheet showing the division of costs. Invoice shall be paid within 45 days of receipt.
- 6.2. **Additional Member Costs.** Each Additional Member shall be required to pay their share of the Fencing costs calculated as if they were an Original Member. Each Additional Member shall also be required to pay a Surcharge in the amount determined by the Board. The Surcharge is to pay the Additional Member's portion of the Member Assessment, any buy-in costs to cover a share of the Fencing and related costs, and to partially reimburse the costs paid by the existing Members. The Board shall apply the buy-in amounts collected to reduce the future charges to the existing Members.
- 6.3. **Member Assessments.** In addition to the initial Fencing costs each Member is required to pay, Members shall also be assessed for the on-going costs to operate and maintain the Fencing Consortium. These operational costs will be divided based on the Fencing costs formula and paid by each Member as a Member Assessment. The formula shall take into account the total length of Fencing held by the Fencing Consortium and then divided by the length of each Member's Fencing needs as indicated in the Fencing Preplan. The Board shall, as part of the annual budget, determine the total amount of the Member Assessments and the specific amount to be assessed each Member to pay the anticipated Fencing Consortium costs in the upcoming year.
- 6.4. **Payment of Member Assessments.** The Fencing Consortium shall invoice Members for their Member Assessment amount for the upcoming year. Invoices are to be sent no later than January 15th in the year for which the assessment is being imposed. Members shall pay their invoices in full within 45 days from the date of the invoice.
- 6.5. **Default.** Any Member who breaches or otherwise fails to comply with the terms and conditions of this Agreement including, but not limited to, failure to pay its Member Assessment in full by the due date, shall be considered in default of this Agreement. Any dispute regarding whether a Member is in default shall be determined by a vote of the Board. A Member shall not be considered in default until it has been notified in writing by the Board of the condition placing it in default. The notice of default shall indicate the Member is not in good standing and may be expelled if the default is not cured within 90 days. If a Member fails to fully cure a default within 90 days of the notice of default, the Board may issue a written notice of expulsion from the Fencing Consortium. Upon such notice, the Governmental Unit is no longer a Member of the Fencing Consortium as if the

Governmental Unit voluntarily elected to terminate its membership in the Fencing Consortium as provided herein.

ARTICLE VII MEMBER STAFFING REQUIREMENTS

- 7.1. **Public Works Staff.** Each Member is expected to assign member(s) of its public works staff to serve on the Deployment Team to train with the Fencing and to participate in the unloading, assembly, and demobilization of the Fencing at a Deployment Site. The providing of public works staff is through the Public Works Mutual Aid Pact and is at each Member's own cost.
- 7.2. **Training.** The Deployment Team shall train with the Fencing at least three times a year to familiarize the Deployment Team with the Fencing and to help ensure its rapid assembly at a Deployment Site in response to a Call Out. The Board shall work with the Deployment Team to determine a reasonable training schedule that does not negatively impact their regular duties.
- 7.3. **Employees.** The members of the Deployment Team are not employees of the Fencing Consortium. The assigned members shall remain employees of their Governmental Unit for all purposes including, but not limited to, workers' compensation coverage.
- 7.4. **Equipment.** Any damage to or loss of Member equipment utilized by the Deployment Team shall be addressed as provided in the Public Works Mutual Aid Pact.
- 7.5. **Liability.** Liability for the acts of the Deployment Team when responding to a Call Out shall be addressed in accordance with the terms of the Public Works Mutual Aid Pact. For the purposes of the Public Works Mutual Aid Pact, the Requesting Member shall be the "Requesting Party" and each of the Members assigning personnel to the Deployment Team shall be a "Sending Party."

ARTICLE VIII BUDGETING AND FINANCIAL REPORTING

- 8.1. **Fiscal Year.** The fiscal year of the Fencing Consortium is the calendar year.
- 8.2. **Annual Budget.** The Board shall prepare and adopt an annual budget as provided in this section.
 - (a) **Proposed Budget.** The Board shall prepare and approve a proposed budget for the upcoming fiscal year. The proposed budget shall account for all anticipated costs in

the upcoming year and indicate the amounts proposed to be assessed to the Members.

- (b) Notice to Members. The Board shall adopt a proposed budget and distribute it to the Members by no later than June 1st each year. Members may submit written comments to the Board regarding the proposed budget by no later than July 1st.
- (c) Final Budget. The Board shall consider the comments received from Members and shall act to adopt a final budget by no later than August 31st. The Board shall distribute a copy of the adopted annual budget to the Members. To reduce administrative costs given the potential number of Members, the Board may send notices and otherwise communicate with Members using email messages in lieu of mailing.

ARTICLE IX INSURANCE AND INDEMNIFICATION

- 9.1 **Insurance.** The Fencing Consortium shall purchase and maintain such insurance policies as the Board determines is necessary and appropriate to cover the Fencing Consortium, the Board, its operations, and, if required, the Fencing. By purchasing insurance the Members, the Fencing Consortium, and the Board do not waive, and shall not be construed as having waived, any exemptions, immunities, or limitations on liability provided by any applicable Minnesota Law, including Minnesota Statutes, Chapter 466 and section 471.59, subdivision 1a. Any uninsured liabilities incurred by the Fencing Consortium shall be paid by the Members in the same percentage as their Member Assessments as set out in this Agreement.
- 9.2 **Director Indemnification.** The Fencing Consortium shall defend and indemnify its Directors from any claim or damages levied against a Director arising out of the Director's lawful acts or omissions made or occurring in the good faith performance of their duties on the Board. The Fencing Consortium is not required to indemnify a Director for any act or omission for which the Director is guilty of malfeasance, willful neglect of duty, or bad faith.
- 9.3 **Member Indemnification.** The Fencing Consortium shall hold the Members harmless, individually and collectively, and will defend and indemnify the Members for any claims, suits, demands or causes of action for any damages or injuries based on allegations of negligence or omissions by the Fencing Consortium. The Fencing Consortium's duty to indemnify does not constitute, and shall not be construed as, a waiver by either the Fencing Consortium or any or all Members of any exemptions, immunities, or limitations on liability provided by law or of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a.
- 9.4 **Liability.** To the fullest extent permitted by law, this Agreement and the activities carried out hereunder thereof are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Members that they, together with the Board, shall be

deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a. For purposes of the statute, each Member to this Agreement expressly declines responsibility for the acts or omissions of the other Members.

SECTION X DISPUTE RESOLUTION

10.1 **Dispute Resolution Process.** The Members agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the Fencing Consortium. If a dispute is not resolved informally, the Members agree to use the following process to attempt to resolve any dispute they may have related to the Fencing Consortium.

- (a) Written Notice of Dispute. Any Member with a dispute regarding the Fencing Consortium or the Board may submit a written explanation of its dispute to the Fencing Consortium and to each Member. The Board shall make the email list of Members available for the purpose of providing this notice. The explanation of the dispute must be detailed, not repetitive of a dispute already addressed by the Board regarding the same Member, relate directly to a matter within the scope of the Fencing Consortium or of the Board’s powers, and must suggest a solution.
- (b) Review and Response by Board. Upon the Fencing Consortium’s receipt of a written dispute it shall be placed on the agenda of the Board’s next scheduled regular meeting for consideration. The Board shall respond in writing to all properly submitted disputes within three months and shall provide each Member a copy of its response.
- (c) Mediation. If the Member with the dispute is not satisfied with the Board’s response, it may file a written request with the Board for mediation. If the Member and the Board are not able to mutually agree on a mediator, the Member and the Board shall each select a mediator and the two mediators shall select a third. Each party to the mediation shall be responsible for the cost of the mediator it selected and shall share equally in the costs of the mediation and of the third mediator.
- (d) Binding Arbitration. If the dispute is not resolved in mediation, the aggrieved Member and the Board may agree to submit to a binding arbitration process. The arbitration shall be conducted in accordance with Minnesota Statutes, chapter 572B following the Commercial Arbitration Rules of the American Arbitration Association, unless the Board and the Member agree to follow different rules. The Members and the Board agree the decision of the arbitrator shall be binding on the Fencing Consortium and its Members.

SECTION XI WITHDRAWAL OF A MEMBER

- 11.1 **Process.** A Member may withdraw from the Fencing Consortium by providing written notice to the Board of its intent to withdraw. To avoid a withdrawal from interrupting the on-going payments for the costs of the Fencing, the effective date of the withdrawal will depend on its timing with respect to the Board's work to set the budget for the upcoming year. If the Board receives the withdrawal notice prior to May 1st in a year, the effective date of the withdrawal will be December 31st of the same year. If the Board receives the notice after May 1st, the withdrawal will be effective December 31st of the following year.
- 11.2 **Effect of Withdrawal.** The withdrawing Member shall be responsible for paying its full Member Assessment for the full year in which the withdrawal is effective. Recognizing the Fencing Consortium is an ongoing concern, the Members agree the withdrawing Member shall not receive any reimbursement of the amounts it has paid and is not entitled to any share in the assets of the Fencing Consortium. Upon the effective date of the withdrawal, the former Member shall no longer be considered a Member under this Agreement.

SECTION XII DISSOLUTION OF FENCING CONSORTIUM

- 12.1 **Dissolution Process.** The Fencing Consortium may only be dissolved by a joint resolution approved by four-fifths of the then current Members or by a unanimous vote of the entire Board on a dissolution resolution. Dissolution shall not be effective for at least six months from the adoption the resolution unless an earlier dissolution date is approved as part of the resolution. Prior to the effective date of the dissolution, the Board shall use the Fencing Consortium's assets to pay its outstanding obligations. If the assets on hand are not sufficient to pay all outstanding obligations, the Board shall impose a Member Assessment to collect sufficient funds to pay the outstanding amounts. The Board shall divide the amount needing to be collected by a Member Assessment using the same formula for other Member Assessments. The Fencing Consortium shall not be finally dissolved until its outstanding obligations are paid in full.
- 12.2 **Distribution of Assets and Property.** Upon dissolution, the Board shall distribute any remaining assets to the Members in proportion to the Member Assessment of each Member in effect as of the date of dissolution. The Board shall have the power to determine the best method for distributing the assets and to decide any disputes that may arise among the Members concerning such distribution.

SECTION XIII MISCELLANEOUS PROVISIONS

- 13.1 **Official Copy.** This Agreement is being entered into through the adoption by each Member and the Membership Resolution. The Board shall maintain the official copy of this Agreement and maintain a list of the Original Members and the Additional Members.

The official copy shall constitute the Agreement, which shall be binding on all of the Members.

- 13.2 **Data Practices.** The Fencing Consortium shall comply with the requirements of Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act (“Act”). The Vendor shall be required to comply with the Act as provided in Minnesota Statutes, section 13.05. The Vendor shall be required to notify the Board if it receives a data request and to work with the Fencing Consortium to respond to it.
- 13.3 **Notices.** Any notice required or permitted to be given to the Fencing Consortium under this Agreement shall be given in writing, and shall be sent by first class mail to its current address. Notice to each Member shall be given in writing by first class mail or email to the Member’s chief of police or other designated contact person.
- 13.4 **Waiver.** The delay or failure of any party of this Agreement at any time to require performance or compliance by any other party of any of its obligations under this Agreement shall in no way be deemed a waiver of those rights to require such performance or compliance.
- 13.5 **Governing Law.** The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Minnesota which pertain to agreements made and to be performed in the State of Minnesota.
- 13.6 **Headings and Captions.** The headings and captions of these paragraphs and sections of this Agreement are included for convenience or reference only and shall not constitute a part hereof.
- 13.7 **No Third-Party Rights.** This Agreement is entered into for the sole benefit of the Members and no other parties are intended to be direct or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
- 13.8 **Good Faith.** Each Member shall act in good faith. In exercising its rights and fulfilling its obligations under this Agreement, each party acknowledges that this Agreement contemplates cooperation between and among the parties.
- 13.9 **Entire Agreement.** This Agreement, including the recitals and all of the Membership Resolutions, contains the entire understanding between the Members concerning the subject matter hereof.
- 13.10 **Amendments.** Amendments to this Agreement may be proposed by the Board or by at least 10% of the Members submitting a proposed amendment to the Board. The Board shall forward proposed amendments to the Members in the form of an amendment resolution. The Board will only forward amendments proposed by Members if it determines the proposed amendments are lawful and not contrary to the primary purposes of this Agreement. Members adopting the amendment resolution shall return a copy of

the executed resolution to the Board. A proposed amendment shall be considered approved if the amendment resolution is adopted by at least 90% of the then current Members.

- 13.11 **Examination of Books.** Pursuant to Minnesota Statutes, section 16C.05, Subd. 5, the books, records, documents and accounting procedures and practices of the Fencing Consortium and the Vendor are subject to examination by the State. Members may examine the financial records of the Fencing Consortium upon reasonable request.
- 13.12 **Recitals and Exhibits Incorporated.** The recitals contained herein, and the Membership Resolutions, are incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the Members have, by adoption and execution of the Membership Resolution, entered into this Agreement as of the Effective Date or, if an Additional Member, as of the date of acceptance by the Board of the Membership Resolution.

[A list of all Members is maintained by the Fencing Consortium.]

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

**RESOLUTION ADOPTING THE FENCING
CONSORTIUM JOINT POWERS AGREEMENT**

WHEREAS, the governmental units in the state have experienced an increase in incidences of civil unrest with violent and destructive actors who pose a threat to the public, public personnel, buildings, and critical infrastructure; and

WHEREAS, the First Amendment of the United States Constitution protects the freedom of speech, the press, and the right of the people peaceably to assemble, and to petition the government for a redress of grievances; and

WHEREAS, recent experience has shown that the use of anti-scale fencing has greatly de-escalated tension between law enforcement and protesters; and

WHEREAS, by de-escalating the tension, the anti-scale fencing helps to reduce the trauma on the community, improve the safety for all, minimize the impact on neighboring properties, and reduce the community resources that have to be committed to such events; and

WHEREAS, governmental units have recognized the need to have ready access to anti-scalable fencing as a tool for de-escalation and community safety while protecting against violent and destructive actors; and

WHEREAS, the best means for a governmental unit to access such fencing in a timely and cost-effective manner is to work cooperatively with other governmental units; and

WHEREAS, the Fencing Consortium Joint Powers Agreement (“Fencing JPA”), which is incorporated herein by reference, establishes a joint board to obtain and make available to members anti-scalable fencing in response to critical incidences, sets out the powers of the joint board, requires members to pay their share of the fencing costs and operational costs of the Fencing Consortium, requires members to provide staffing to assemble and disassemble the fencing as part of the Public Works Mutual Aid Pact, and otherwise provides for the operation of the Fencing Consortium as a joint powers entity; and

WHEREAS, the governmental unit is a member of the Public Works Mutual Aid Pact and is otherwise eligible to adopt the Fencing JPA; and

WHEREAS, it is in the best interests of the community to become a member and participate in the Fencing Consortium.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul:

1. The Fencing JPA is hereby approved and adopted.
2. The [City Administrator/Manager] is authorized and directed to make nominations and to cast votes on persons to be elected to the Fencing Consortium Board of Directors.

3. Staff are authorized and directed to do each of the following:

- a. Submit a fully executed copy of this Resolution as directed in the Fencing JPA to indicate membership in the Fencing Consortium;
- b. Designate a primary and secondary point of contact for the Fencing Consortium for administrative purposes.
- c. Coordinate with the other Fencing Consortium members and the Board on the selection of staff from the public works department to serve on the fencing deployment team; and
- d. To take such other actions as may be needed to carry out the intent of this Resolution and as may be required under the terms of the Fencing JPA.

ADOPTED this 6th day of September, 2022.

Motion by
Second by

Voting: Ayes:
Nays:
Absent:
Abstain:

Terrence J. Furlong, Mayor

Attest:

Brian Frandle, City Manager/Clerk

**To**

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VI.R

Consent Agenda

Subject

Authorizing the Statewide Public Works Mutual Aid Pact

Background/Facts

The purpose of this agreement is to provide a process for local units of government to share public works personnel and equipment with participating agencies. There is no membership or fixed cost to participate in this public works mutual aid pact.

This agreement should not be interpreted as being limited to only use during catastrophic situations, rather may be leveraged for routine circumstances such as training efforts and maintenance operations for example. The decision when to request assistance or provide assistance is left entirely to the discretion of the requesting and or sending party. The sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

If resources are requested it should be expected that those costs would be invoiced however the agreement says that "charges may be levied", so it is the decision of the sending party whether or not to invoice the receiving party. The agreement also speaks to responsibility and liability. Each party shall be responsible for its own personnel or damaged equipment for example. Responding personnel shall be deemed to be performing regular duties for each respective sending party for purposes of workers compensation.

Hennepin County Emergency Management (HCEM) has volunteered to serve as the administrative coordinator for this agreement among local units of government. This agreement will better position the City to coordinate and work with its partnering agencies through a formalized agreement.

Recommended Action

Motion to approve the Resolution Approving the Public Works Mutual Aid Pact

Attachments

1. B PW3 Statewide Public Works Mutual Aid Agreement

2. Res 2022-xxx PW Mutual Aid Resolution

Respectfully submitted,
Phil Baebenroth, Police Chief

**STATE OF MINNESOTA
PUBLIC WORKS
MUTUAL AID PACT**

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PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

FOREWORD

The general purpose of this Public Works Joint Powers Mutual Aid Agreement ("Agreement") is to provide a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota. This Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, this Agreement should not be interpreted as being limited to providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint-projects, and back-up support service. This Agreement provides the flexibility for all units of government to use the resources located among all participating parties in the State of Minnesota.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or sending party. Each unit of government should acquaint supervisory personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid is being requested and what type of assistance is requested. The responding agency should also be clear about what, if any, assistance they will provide in response to the request. Parties should not self-deploy.

Furthermore, each staff member within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another unit of government and the protections afforded under the unit of government's workers' compensation.

For liability reasons, management of a mutual aid situation is under the control of the requesting party. However, the sending party has discretion whether to provide personnel or equipment and can recall such assistance at any time.

While there is no hard and fast time limit related to requests for mutual aid, the commitment of resources can be taxing on agencies. In addition, in some situations an advantage can be gained by ending a mutual aid request and entering into a different form of contractual assistance.

In order to keep this mutual aid agreement closer to local level of government, Hennepin County Emergency Management ("HCEM") has volunteered to serve as the administrative coordinator for the units of government entering into this Agreement. When a community adopts this Agreement a fully executed copy of the Agreement needs to be forwarded to HCEM.

Each unit of government is responsible for entering and updating available unit of government resources. Resources will now be listed online in a mutually agreed upon resource management database. The parties to this Agreement are solely responsible for updating their available resources in the agreed upon database.

The effective date for this Agreement is October 1, 2018. This date was established to allow enough time for agencies to receive the appropriate authority. Participation can be started upon execution of the Agreement and is effective for a unit of government upon its submission of the signed Agreement to HCEM. Agencies that elect not to participate in the Agreement may be bound by other existing mutual aid agreement or state statutes.

PUBLIC WORKS JOINT POWERS MUTUAL AID AGREEMENT

This Public Works Joint Powers Mutual Aid Agreement ("Agreement") is formed and entered into effective as of the 1st day of October, 2018 by and among the governmental units that have executed this document as evidenced by the signature pages attached hereto (individually, a "Party" and collectively, the "Parties").

I. GENERAL PURPOSE

The general purpose of this Agreement is to provide a means by which a Party may request and obtain public works assistance from one or more other Parties when the Party determines such public works assistance is necessary. This Agreement is made pursuant to Minnesota Statutes, section 471.59, which authorizes the joint or cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the following meanings:

Subd. 1. **Eligible Party**. "Eligible Party" means a "governmental unit" as defined by Minnesota Statutes, section 471.59, subdivision 1.

Subd. 2. **Public Works Assistance**. "Public Works Assistance" means equipment and personnel including, but not limited to, licensed staff, professional engineers, and non-licensed personnel that are used for activities related to streets, water, stormwater, wastewater, sewers, parks, transit, buildings/facilities, airports, and all other public works programs.

Subd. 3. **Party and Parties**. "Party" means an Eligible Party that elects to participate in this Agreement by the authorization of its governing body. "Parties" means more than one Party to this Agreement.

Subd. 4. **Requesting Official**. "Requesting Official" means a person who is designated by the Requesting Party to request Public Works Assistance from another Party.

Subd. 5. **Requesting Party**. "Requesting Party" means a Party that requests Public Works Assistance from another Party.

Subd. 6. **Sending Official**. "Sending Official" means a person who is designated by a Party to determine whether and to what extent that Party should provide Public Works Assistance to a Requesting Party.

Subd. 7. **Sending Party**. "Sending Party" means a Party that provides Public Works Assistance to a Requesting Party.

Subd. 8. **HCEM**. "HCEM" means the Hennepin County Emergency Management or designee.

III. **PARTIES**

The Parties to this Agreement shall consist of as many Eligible Parties that have approved this Agreement by October 1, 2018. Additional Eligible Parties shall become a Party on the date this Agreement is approved and executed by the Party's governing body.

Upon approval by a Party, the executed signature page of this Agreement shall be sent to the HCEM along with a resolution approving this Agreement.

IV. **PROCEDURE**

Subd. 1. **Designate Officials**. Each Party shall designate, and keep on file with the HCEM, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate one or more persons to serve as an alternate in the absence of a designated official.

Subd. 2. **Request for Assistance**. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Public Works Assistance from another Party, such Requesting Official may, at his or her discretion, call upon the Sending Official of any other Party to furnish Public Works Assistance.

Subd. 3. **Response**. Upon the receipt of a request for Public Works Assistance from a Party, the Sending Official may authorize and direct personnel and equipment of the Sending Party be sent to the Requesting Party. Whether the Sending Party provides such Public Works Assistance to the Requesting Party and, if so, to what extent such Public Works Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Public Works Assistance will not result in liability to a Party and each Party hereby waives all claims against another Party for failure to provide Public Works Assistance.

Subd. 4. **Back-Up Assistance**. When a Sending Party provides Public Works Assistance under the terms of this Agreement, it may in turn request Public Works Assistance from other Parties as "back-up" during the period it is outside of its jurisdiction providing Public Works Assistance to the original Requesting Party.

Subd. 5. **Recalling Assistance**. Whenever a Sending Party has provided Public Works Assistance to a Requesting Party, the Sending Official may at any time recall its personnel and equipment, or any part thereof, if the Sending Official in his or her best judgment deems such recall is necessary to provide for the best interests of the Sending Party's community. Such action will not result in liability to any Party and each Party hereby waives all claims against another Party for recalling Public Works Assistance.

Subd. 6. **Command of Scene**. The Requesting Party shall be in command of all situations where Public Works Assistance is provided. The personnel and equipment of the Sending Party shall be under the direction and control of the Requesting Party until the Sending Party withdraws Public Works Assistance or the Public Works Assistance is no longer needed.

Subd. 7. **Charges**. Charges may be levied by a Sending Party for Public Works Assistance rendered to a Requesting Party under the terms of this Agreement. The Sending Party may submit to the Requesting Party an itemized bill for the actual cost of any Public Works Assistance provided, including salaries, overtime, materials, and supplies, equipment operation, and other necessary expenses. The Requesting Party will reimburse the Sending Party providing the Public Works Assistance for that amount or other such amount as mutually negotiated. Such charges are not contingent upon the availability of federal or state government funds. A Party may request a list of rates from another Party prior to requesting assistance. No charges shall apply to joint training events unless the Parties participating in the particular event agree to a charge in writing prior to the event.

V. RESPONSIBILITY AND LIABILITY

Subd. 1. **Personnel**. Each Party shall be responsible for its own personnel and equipment, and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Sending Party for purposes of workers' compensation.

Subd. 2. **Worker's Compensation**. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing Public Works Assistance pursuant to this Agreement. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any worker's compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries or death were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

Subd. 3. **Damage to Equipment**. Each Party shall be responsible for damages to or loss of its own equipment. Each Party, and where applicable its insurer or coverage provider, waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

Subd. 4. **Liability**. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, Chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against a Sending Party or any officers, employees, or volunteers of a Sending Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of Public Works Assistance pursuant to the Agreement. Under no

circumstances, however, shall a Party be required to pay, on behalf of itself and other Parties, any amount in excess of the limits of liability established in Minnesota Statutes, chapter 466, applicable to any one Party. The limits of liability for some or all of the Parties may not, as provided in Minnesota Statutes, section 471.59, subdivision 1a, be added together to determine the maximum amount of liability for any Party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Sending Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against the Parties from a single occurrence to be defended by a single attorney. However, the Sending Party, at its option and its own expense, shall have the right to select its own attorney or approve a joint attorney as appropriate, considering potential conflicts of interest. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota. If a court determines that the liability of a Party or Parties is not subject to the tort caps and liability exceeds the tort cap maximum, a Party shall be subject to liability only for the acts of its officers, employees and volunteers.

No Party to this Agreement nor any official, employee or volunteer of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish Public Works Assistance or for recalling Public Works Assistance.

VI. EFFECTIVE DATE AND MODIFICATIONS

This Agreement shall become effective and operative beginning at 12:01 A.M., local time on October 1, 2018. The HCEM shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. Notice may be sent to the Sending Officials via email or through the United States Postal Service. No modification of this Agreement shall be effective unless it is reduced to writing and is approved by action of the governing body of each of the then current Parties.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw from this Agreement by its governing body adopting a resolution to withdraw. Withdrawal is effective after 30 days' written notice is provided to the HCEM. HCEM shall thereupon give notice of such withdrawal, and the effective date thereof, to all other Parties. Parties that have withdrawn may rejoin by following the procedure set forth in this Agreement. This Agreement will terminate with respect to all Parties if the total number of Parties to the Agreement falls below 11. HCEM shall notify the remaining Parties that the Agreement has terminated.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

(Each Party must attach a dated and signed signature page consistent with that Party's method of executing contracts.)

Entity: _____

Mailing Address:

Adopted on the ____ day of _____, _____.

By: _____

Its: _____

By: _____

Its: _____

Attest:

By: _____

Its: _____

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

RESOLUTION AUTHORIZING THE PUBLIC WORKS MUTUAL AID PACT

WHEREAS, this agreement provides a process for units of government to share public works personnel and equipment with other agencies within the State of Minnesota; and

WHEREAS, the City of North St. Paul desires to enter said agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, authorizes the public works mutual aid pact and the City Manager and Mayor are authorized to sign said agreement.

BE IT FURTHER RESOLVED that the Director of Public Works and City Manager are both designated as the “Requesting Official” and the “Sending Official” for the Public Works Joint Powers Mutual Aid Agreement.

ADOPTED this 6th day of September, 2022.

Motion by
Second by

Voting: Ayes:
Nays:
Absent:
Abstain:

Terrence J. Furlong, Mayor

Attest:

Brian Frandle, City Manager/Clerk

**To**

Honorable Mayor Furlong and City Council

Date

September 6, 2022

Agenda Placement # VIII.A

City Business Action Items & Recommendations

Subject

Downtown Furniture Guidelines

Background/Facts

The Planning Commission is recommending the following guidelines for downtown furniture should a business decide to purchase:

- Durable - Commercial grade (vs. residential)
- Made of weather resistant materials such as:
 - Wrought Iron
 - Cast Iron
 - Aluminum
 - Lumber-grade HDPE plastic

Recommended Action

Approve the recommendation

Attachments

1. Downtown furniture guidelines

Respectfully submitted,
Brandy Howe, Planner

The following guidelines have been set forth by the North St. Paul Planning Commission regarding outdoor downtown furniture.

If a downtown business wishes to have outdoor seating/furniture, it must be:

- Durable - Commercial grade (vs. residential)
- Made of weather resistant materials such as:
 - Wrought Iron
 - Cast Iron
 - Aluminum
 - Lumber-grade HDPE plastic

Wrought Iron example



Aluminum example



Lumber-grade HDPE plastic example

