

**CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
JULY 3, 2018
6:30 PM**

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Council Member Furlong
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Kuehn

IV. ADOPT AGENDA

V. PRESENTATIONS

VI. CONSENT AGENDA

- A. June 19, 2018 workshop meeting minutes.
- B. June 19, 2018 regular meeting minutes.
- C. General accounts payable: \$504,435.35.
- D. EDA accounts payable: \$0.
- E. HRA accounts payable: \$7,634.91.
- F. Sensus Advanced Metering Infrastructure (AMI) Agreement Amendment #1.
- G. LMCIT Waiver for the Economic Development Authority Liability Insurance.

VII. MEETING OPEN TO THE PUBLIC

Note: This is a courtesy extended to persons wishing to address the council who are not on the agenda. A completed public comment form should be presented to the Deputy Clerk prior to the meeting; presentations will be limited to 3 minutes. This session will be limited to 15 minutes.

VIII. PUBLIC HEARINGS

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

- A. 2018-2019 Council meeting calendar adjustments.
- B. Reschedule Assessment Hearing for 2018 Pavement Improvement Project
- C. 2018 Street And Utility Improvements Project – Bid Package 1 - Receive Bids, Award Contract
- D. ADA Transition Plan.

- X. REPORTS OF CITY MANAGER & DEPARTMENTS**
- XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES**
- XII. GENERAL BUSINESS**
- XIII. CLOSED SESSION**
 - A. There are no closed sessions.
- XIV. ADJOURNMENT**

The next regularly scheduled City Council meeting is Tuesday, July 17, 2018 at 6:30 p.m.

City of North Saint Paul
June 19, 2018
Proposed City Council Workshop Meeting Minutes

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 5:01 p.m.

II. ROLL CALL

Present: Council Member Terry Furlong
Council Member Candy Petersen
Council Member Tom Sonnek – arrived at 5:02 p.m.
Council Member Jan Walczak
Mayor Mike Kuehn

Staff: City Manager Dr. Craig Waldron, Finance Director Jeanne Day, Deputy Clerk Mary Mills, Director of Electric Utilities Brian Frandle, Fire Chief Scott Duddeck.

III. ADOPT AGENDA

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

IV. TOPIC(S)

A. 2019 Budget

Jeanne Day stated that preparation of the 2019 Budget is underway. Departments have been looking at 2018 activity, 2019 goals and initiatives, and are preparing their draft budgets to present to the City Manager beginning June 22. The City Manager and Finance Director will meet individually with each department to review budget requests along with their goals and initiatives as well as related revenue analytics.

This workshop is intended for Council to express their goals and initiatives for 2019 as well as expectations for the overall budget, levy, and financial impacts.

Tom Sonnek had the following comments:

- Council needs to take action related to Fiber. All options need to be put on the table and a determination made. This is a repeat note in the audit every year.
- Requested that we increase our communications that go out to the residents, as well as change the overall tone. The City website is not as well utilized as it could be. The City needs to dedicate time to this.
- Would like to revisit the data related to having the city remove all sidewalk snow in the city and maintain all sidewalks.
- Pull back on Local Government Aid (LGA).

Terry Furlong had the following comments:

- Requested that the department heads list their needs first, then their wants. We have to address what those needs are rather than asking for “pie in the sky” items. Then base the levy increase on that.

Mayor Kuehn had the following comments:

- Also commented on the Fiber and technology as a whole.
- Mayor Kuehn also inquired about the building maintenance funds for city hall and the community center. There are immediate needs at the center.
- Mayor Kuehn wants to work on a summer recreation program for kids with an initial start amount of \$5,000
- and \$3,000 toward creating an arts and cultural society.
- Mayor Kuehn inquired about staffing needs in the Community Development Department.

Council Member Petersen had the following comments:

- Requested that we bring back the city pins, pens and promotional items.

There was discussion related to an upcoming request to develop an RFP (Request for Proposal) for trash hauling and recycling, including residential, business and apartments. The customer service with Republic has gone downhill since they began utilizing a call center. Ramsey County will be assisting the city with the RFP process.

Scott Duddeck

- Indicated that there are numerous computers that need replacing by the end of 2019. This is not something that can wait.

Overall the council would endeavor to keep the levy increase under 10% (ten percent).

Mayor Kuehn called a short recess at 6:05 p.m.

Strategic Operations Director Debra Gustafson joined the meeting at 6:11 p.m.

Mayor Kuehn reconvened the meeting at 6:12 p.m.

B. Closed session - “The meeting was closed as permitted by section 13D.03 to discuss the City’s labor negotiation strategy related to the City’s negotiations with the AFSCME union”

Mayor Kuehn called the closed session to order at 6:12 p.m.

On motion by Council Member Sonnek, seconded by Council Member Petersen, with all present voting aye, motion carried (5-0) to adjourn the closed session at 6:33 p.m.

V. OTHER BUSINESS

There was no other business.

VI. ADJOURNMENT

There being no further business, on motion by Council Member Furlong, seconded by Council Member Sonnek, with all present voting aye (5-0), Mayor Kuehn adjourned the workshop meeting at 6:33 p.m.

Michael R. Kuehn, Mayor

Attest:

City of North Saint Paul
June 19, 2018
Proposed Regular City Council Meeting Minutes

I. CALL TO ORDER

Mayor Kuehn called the meeting to order at 6:41 p.m.

II. THE PLEDGE OF ALLEGIANCE

All present recited the Pledge of Allegiance.

III. ROLL CALL

Present: Council Member Furlong
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Kuehn

Staff: City Manager Dr. Craig Waldron, Community Development Director Paul Ammerman, Fire Chief Scott Duddeck, Finance Director Jeanne Day, Strategic Operations Director Debra Gustafson, Deputy Clerk Mary Mills.

IV. ADOPT AGENDA

City Manager Waldron requested that City Business action item D “Press Box Naming” be moved from the City Business section to just prior to Meeting Open to the Public.

City Manager Waldron stated that Attorney Mattick will be adding an item related to authorizing a property purchase at the HRA meeting, which follows the regular council meeting.

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

V. PRESENTATIONS

Recognition of North St. Paul Fire Department. Fire Chief Scott Duddeck stated he is proud of the Fire Department every day, but two recent events deserve special recognition and a special thank you to all the members of the department for all the services they provide daily. On April 22, 2018 the fire department responded to a structure fire call at an apartment complex. Hydrant access was 900 feet away from the building. Assistant Chief Dustin Kalis happened to be in the right place at the right time, and caught a baby that was dropped to him from a second floor balcony. Although residents were displaced from their apartments for a time, there were no injuries. Thank you to the members of the department who were there that day. It could have been a much different outcome.

At the same time as the apartment fire call, the department received a medical call. Firefighters Brent Fyksen and Mike Richter were the first responders to that call, along with Greg Theis and

Wade Watson, paramedics with Lakeview Ambulance. Representative Leon Lillie had been severely injured in a fall from a ladder. The Fire Department is grateful that they could be present to help him and that he is here today standing with us.

The coverage of the apartment fire made national news. Dustin Kalis stated this was a real lesson on how to deal with the media and being part of a viral video. It was for something good, and was very overwhelming. Kalis stated that he was in that situation because they train hard all the time, they practice so many scenarios and that practice allows them to deal with the unexpected and react to handle it. It was because of everyone doing what they were supposed to be doing that everything went well. It is not just Kalis, but the crews doing their work. Mayor Kuehn stated this incident shows what a fire department means to a community and that the citizens love this department dearly.

Deputy Chief Jason Mallinger stated that the past few years with the Metro Training Facility in our back yard and utilizing that has increased the confidence, knowledge and ability of our firefighters to be able to do what we can do. Definitely on any fire scene the first ten to fifteen minutes are extremely chaotic and every time they go out to train and drill they work on that. Our department puts in a lot of hours of training to be able to have these positive outcomes, things that they hope for. There is a lot of work behind the scenes.

Leon Lillie greeted each council member with a personal note. His wife Missy personally thanked the fire department, emergency crews, paramedics, first responders, 9-1-1 operators, Scott Duddeck and everyone who was there that day to help. They were there to help at a time when they really needed help. A time of crisis and fear, scared and not sure what to do. Seeing the first responders and emergency services crew arrive brought a huge sense of relief. Missy knew that as soon as they arrived Leon would be in good hands and be taken good care of. These heroes of the day were there to take care of a person who is so precious to us and makes such a difference in our lives. He was moved with great skill and in a careful and casual manner so as to not alarm us any more than we already were. He was transported quickly and safely to Regions. Our family is forever grateful for your help that day.

Leon Lillie described the day and the accident as he recalled it. He joked about the baby and why he wasn't caught when he fell! He noted that Senator Wiger and he worked very hard with the local Fire Chiefs to make the East Metro Training Facility a reality, and it is great to hear how the use of that facility aids the members of the North St. Paul Fire Department. Leon also personally thanked those that were there that day. Chief Duddeck runs a top notch operation and for these people it is a labor of love. Regions does great work at their Trauma 1 center. As a legislator he encourages the first responders and emergency personnel to seek post traumatic help if needed. He supports it and knows the council will as well. He will be doing more work to get funding and support for that as well as mobility challenges. He is lucky to live here. Mayor Kuehn stated that he is so grateful all turned out well. This department is second to none.

VI. APPROVAL OF CONSENT AGENDA

On motion by Council Member Walczak, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to approve the consent agenda, Resolution No. 2018-072 consisting of:

- A. June 5, 2018 workshop meeting minutes.

- B. June 5, 2018 regular meeting minutes.
- C. General accounts payable: \$1,333,250.98.
- D. EDA accounts payable: \$3,260.60.
- E. HRA accounts payable: \$5,529.97.
- F. Cable Commission recommendation for a Franchise Extension with Comcast from November, 2018 to March 31, 2019.
- G. Public notice to close City Offices on Wednesday, August 8, 2018 from 11:30 a.m. – 1:30 p.m. for all staff training.
- H. Authorization for the execution of the Spent Lime Treatment System Joint Powers Agreement, to be entered into together with Valley Branch Watershed District and the City of Maplewood.
- I. Special Event Permit for North Haven Church summer festival, Saturday, August 4, 2018. Resolution No. 2018-073.
- J. Recommendation that City Council authorize staff to prepare a draft Solid Waste and Recycling RFP to be reviewed at an upcoming City Council Workshop meeting.
- K. Purchase authorization for 800 MHz radios.

Press Box Naming – naming of the press box at Kuenkel Field: Ron Adams Press Box.

Strategic Operations Director Debra Gustafson presented a recommendation from the Parks and Recreation Commission that the City Council authorize installation of a commemorative plaque honoring Ron Adams and the naming of the press box at Kuenkel Field, *Ron Adams Press Box*.

Coach Andy Navis was present and expressed his appreciation for Council approval of the commemorative plaque. Ron Adams has touched numerous persons over the years. This is a nice way to recognize what Ron Adams has done for the community and coaching.

On motion by Council Member Furlong, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to authorize installation of a commemorative plaque honoring Ron Adams and the naming of the press box at Kuenkel Field, Ron Adams Press Box.

VII. MEETING OPEN TO PUBLIC

Chris Johnson stated that the water retention by the Silver Lake tennis courts works and works well. He noted that when the grass is being cut, there is the area that is city park area, and the part that is prairie restoration area. When the grass is being cut, they are leaving swaths of grass out in front of the restoration area. There is confusion on whose responsibility falls where. The mound by the lake is showing signs of problems as with the last retention system. The prairie restoration people are saying the growth prevents the filtering for the water running into the lake. Residents are concerned about this new growth. Mayor Kuehn had Morgan Dawley address this. Dawley stated that he did have a conversation with a resident who provided photos, and Dawley is working with Public Works to determine where the responsibility lies. He would like to see Valley Branch Watershed District step up with some spot spraying to get weeds out of the grass. Long term in non-basin areas will most likely be Public Works responsibility, and the Prairie Restorations is responsible for the basin and the plantings in the basin. It does need to be delineated and talked about now before it gets worse.

Chris Johnson also noted that he drives school bus for the school district and knows Ron Adams. Ron Adams is a monitor on the special education bus. That big guy is so great with those kids. Chris is glad to hear of the dedication of the press box.

John Schmahl inquired as to why an area of pavement dug up from a water main break four months ago has not been repaired. He was informed that the contractor repairs those as they do a better job. Schmahl inquired as to why the city still has possession of a 2010 Suburban. Based on the 2018 budget it was scheduled for replacement. Schmahl noted that the map that shows city paths in the Comprehensive Plan map is incorrect. One of the things he presented at the Planning Commission hearing was the two access points to the Casey Lake Trail from Buhl and Chisholm. Schmahl stated there is no path coming off of Buhl. Mayor Kuehn stated that one path has pavement on it, but the other path is more of an easement. Staff will check the mapping.

VIII. PUBLIC HEARINGS

There were no scheduled hearings.

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. 2115 Burke Avenue Interim Use Permit Review

City Manager Waldron introduced Olivia Dorow Hovland from WSB to present this item. Council Member Sonnek requested that this item be continued for at least 30 days to confer with the City Attorney to review additional information prior to making any further decision on this and potential meetings that may need to occur.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to continue the 2115 Burke Avenue Interim Use Permit (IUP) decision to the July 17, 2018 city council regular meeting.

Council Member Walczak requested that there be more discussion on how any action taken here by the council impacts everything else. There is a ripple effect and it may not have been looked at very closely the first time through with this item. She would like to have an opportunity to have that conversation with code enforcement to see how they want to deal with some of this as well. This would be an important conversation to have.

Mayor Kuehn states this makes sense for other home businesses going forward. Have we actually adequately defined this home based business in terms of what we as a city think is in the best interest of the city. Not just in allowing it, but as maybe more of an incubation process for a new business, not something in perpetuity.

City Attorney Mattick stated that he does have materials given to him regarding the IUP itself and questions that were raised by the public and the Planning Commission. In addition Council Member Walczak asked what is the code enforcement process, what teeth do we have, history of home occupation. Is all of this coming back to the 17th or perhaps some goes to a work session? Council Member Sonnek noted that in respect for what Council Member Walczak is suggesting, as well as the Mayor, he feels that council can't take action one way or another with the Burke IUP after having reviewed the specific issues related to that. As far as how we want to move

forward with IUP's in general, code enforcement and what the processes and procedures look like, that is something we can do independently of the Burke permit issue.

B. Dangerous Animal Ordinance

City Manager Waldron stated this topic was originally discussed at a workshop session and sent to the Planning Commission for additional input. The Planning Commission had several points of clarification for review. Waldron suggested that we allow Attorney Mattick to review these items and prepare a report for the council at the July 17th council meeting.

On motion by Council Member Sonnek, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to continue this item to the July 17, 2018 city council regular meeting to allow the City Attorney to review the Planning Commission recommendations and present the completed ordinance to the council.

C. 2018 Pavement Improvement Project Feasibility Study

City Engineer Morgan Dawley presented a request of the City Council to authorize the receipt of a Feasibility Report, preparation of Plans and Specs, scheduling the Public Improvement Hearing to order the public improvements, and declaring costs and scheduling the Assessment Hearing for the 2018 Pavement Improvement Project.

Based on existing pavement management roadway evaluation data compiled as part of the 2014-2020 Capital Improvement Plan, staff evaluated candidate roadways showing a level of cracking and other distresses that would be typical for a potential mill and overlay improvement in 2017. The milling of the top layer of pavement or pavement reclamation and replacement with new asphalt is a pavement management strategy intended to prolong the serviceable life of the roadway prior to a need for full reconstruction.

The proposed areas of study in the 2018 Pavement Management Project is comprised of 11th Avenue East from McKnight Road to 1st Street, Castle Avenue from 1st Street to Helen Street, and 12th Avenue East from Helen Street to Margaret Street, and Helen Street North from 12th Avenue East to 17th Avenue East (Ramsey County Road C), and a vacant lot at the corner of Margaret Street North and 12th Avenue East for a proposed parking lot.

The City Council authorized by resolution the preparation of a Feasibility Study to evaluate roadway improvements in the proposed project area at the May 1, 2018 regular Council Meeting.

The anticipated total project cost is estimated to be \$1,588,400.00. \$1,080,000 for 11th, Castle, and 12th Avenues, and \$508,400 for Helen Street, and \$70,900 for the parking lot which includes construction, legal, engineering, administrative, and finance costs.

Pavement reclamation improvements are included within the City's adopted Assessment Policy. These treatments can include partial repair/replacement of concrete curb and gutter and sidewalks as necessary."

The proposed project is anticipated to be funded, in part, by special assessments to benefitting properties, in accordance with the Assessment Policy, adopted by City Council July 16, 2013, as well as Municipal State Aid funds allocated for construction on North St. Paul's State Aid roadway network. Helen Street and 11th, Castle, and 12th Avenues are all State Aid streets. Plans for improvements on these roadways and planned to receive State Aid funding will need to be approved by the MnDOT Office of State Aid.

For projects that will contain special assessments, such as a pavement reclamation improvement projects, as required by Minnesota State Statute, Chapter 429 and consistent with the Assessment Policy, a Public Improvement Hearing will need to be held to consider ordering of the public improvements, and a separate Assessment Hearing will also need to be held to consider the adoption of assessments. Both hearings are proposed to be held at the July 17, 2018 City Council meeting. There are no special assessments proposed for the parking lot.

Construction is anticipated to start in September if a project is authorized at the earliest, based on statutory requirements and timing for public hearings, State Aid review and approvals, and the public bidding process.

Based on feedback provided by North High School/ISD 622 staff during public engagement outreach as a part of the feasibility study completion, it is recommended that 11th, Castle, and 12th Avenues be constructed within a window of time, as suggested by ISD 622, beginning approximately June 15, 2019 with completion by August 15, 2019. This would result in the roadway improvements included and recommended within the feasibility study being constructed in part during the 2018 construction season (Helen Street) and the 2019 construction season (11th, Castle, and 12th Avenues).

City Council should consider timing and funding for the parking lot concept during the Public Hearing, and whether it should be included with a construction contract for the proposed roadway improvements. The parking lot construction would be considered ineligible for State Aid funding.

Questions by Council were related to green space and snow removal on the area designated for parking for the Veteran's Park.

On motion by Council Member Sonnek, seconded by Council Member Walczak, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-074 to receive the City Engineer's Feasibility Study, Order the preparation of Plans and Specifications and calling for a Public Hearing on the 2018 Pavement Improvement Project for Tuesday, July 17, 2018 at 6:30 p.m.

On motion by Council Member Furlong, seconded by Council Member Petersen, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-075 calling for and ratifying an Assessment Hearing for the 2018 Pavement Improvement Project on July 17, 2018 at 6:30 p.m.

Morgan Dawley asked if Council wished for this to be taken to the Parks and Recreation Commission for further discussion and recommendation potentially to identify funding and bring it back to Council. Council Member Furlong stated that the parking lot is more or less a separate

project, so to continue with the current process of the project. Morgan Dawley can present it to the Parks and Recreation commission as it stands in the feasibility study. Perhaps other sources of funding will be presented for the parking lot. There was discussion about safety of pedestrians at the Margaret Street and 12th Avenue crossing. It is currently a two way stop and Council Member Furlong asked if it could be made into a four way stop. Dawley noted it does not warrant a four way stop. That does introduce an element of delay for vehicles traveling north/south bound. It might cause issues. This can be looked at.

X. REPORTS OF CITY MANAGER AND DEPARTMENTS

Added item by Attorney Soren Mattick. Purchase of 2393 Margaret Street by the HRA.

City Manager Waldron stated that Council needs to provide a preliminary finding that then allows the HRA to move forward with the action item. City Attorney Mattick stated there was a technical provision as it relates to when a city purchases and/or sells real estate, which will be contemplated at the HRA meeting tonight. There is a provision that says the Planning Commission is to review any and all purchases and/or sales to make sure it is in compliance with the Comprehensive Plan. However, the City Council must make a motion to find that the city is dispensing with the Planning Commission review of the Comprehensive Plan for the sale of the land by the HRA and authorize the Mayor to sign that resolution. This does need to pass by a four-fifths (4/5) vote. The planning commission is limited to the planning, zoning and use of the property. The actual acquisition because the planning commission itself doesn't control any funds is usually deferred to the actual body that controls the funds and the financing.

On motion by Council Member Furlong, seconded by Council Member Sonnek, with all present voting aye (5-0), motion carried to adopt Resolution No. 2018-076 dispensing with Planning Commission Comprehensive Plan compliance review for the purchase of interest in real property and it has no relationship to the Comprehensive Plan pursuant to MN Statute 462.356.

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

Council Member Petersen noted that the Ramsey Washington Suburban Cable Commission had not yet begun formal negotiations with Comcast, and depositions will be completed in a couple weeks in regard to the Maplewood lawsuit.

Council Member Petersen stated she just completed her four year term as a director with the Metro Cities. She will remain on the revenue policy committee.

Council Member Furlong stated the Brio Brass would be performing at Casey Lake Park for the concert in the park series Thursday, June 21st. The next regular Parks and Recreation Commission meeting will take place at Tower Park on June 27, at 6:00 p.m.

XII. GENERAL BUSINESS

Council Member Petersen:

- It is really neat to be seeing Twin Cities Live showcase our town.
- Sent a Public Works shout out for landscaping at Veteran's Park and City Hall.

- Thank you to Josh Bond for very professional job with diseased trees in a neighborhood on Indian Way.

Council Member Furlong:

- Condolences to Police Chief Tom Lauth on the loss of his father.

Mayor Kuehn:

- The Twin Cities Live segment of “Our Town” is featuring Neumann’s Bar on Thursday, June 21 from 3:00-4:30 p.m.
- There is a meeting Wednesday for discussion on possible development at the site being vacated by the MAAA. Mayor Kuehn thanked staff for their hard work meeting with developers on several different properties.
- The City is hosting a booth during the History Cruze Friday Night Car Show on the Fire Department Tarmac.

XIII. CLOSED SESSION

There was no closed session.

XIV. ADJOURNMENT

There being no further business, on motion by Council Member Walczak, Seconded by Council Member Furlong, with all present voting aye (5-0), Mayor Kuehn adjourned the meeting at 8:14 p.m.

Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: July 3, 2018
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date

6/22/2018 Payroll Register DD		\$118,551.44
6/22/2018 Payroll Direct Payables		\$102,289.98
6/22/2018 Fire Payroll Register DD		\$11,648.49
6/22/2018 Fire Payroll Direct Payables		\$3,178.54
6/25/2018 Payroll Direct Payable Checks	131160	\$1,800.00
Payroll Subtotal		<u>\$237,468.45</u>

6/21/2018 Voided Checks Reissued	131158-131159	\$ -
6/26/2018 Park Rental Refund Correction	131164	\$ -
7/5/2018 Park Rental Refund Checks	131161-131163	\$ 900.00
7/5/2018 Park Rental Refund Checks	131241-131245	\$ 1,250.00
7/5/2018 A/P Checks	131165-131236	\$ 220,881.87
7/5/2018 Drafts	000148	\$ 43,935.03
AP Subtotal		<u>\$ 266,966.90</u>

Grand Total \$ 504,435.35

Approved this 3rd day of July, 2018

City Manager

Mayor



6-19-2018 3:48 PM

P A Y R O L L C H E C K R E G I S T E R

PAGE: 2

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 6/22/2018

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	82	118,551.44
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	82	118,551.44

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03799 6/22/18 PAYROLL - 9

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

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 201806193603	FEDERAL WITHHOLDING	D	6/22/2018		15,829.94	000139	
	I-T3 201806193603	FICA TAXES	D	6/22/2018		15,194.50	000139	
	I-T4 201806193603	MEDICARE TAXES	D	6/22/2018		5,301.38	000139	36,325.82
H08033		H S A BANK						
	I-444201806193603	HSA ACCOUNT	D	6/22/2018		4,716.75	000140	4,716.75
I09115		VOYA RETIREMENT INSURANCE AND A						
	I-22 201806193603	PAYROLL DEDUCTION	D	6/22/2018		3,214.00	000141	
	I-23 201806193603	EMP/EMPR DEFERRED COMP	D	6/22/2018		1,123.95	000141	4,337.95
I09137		I C M A DISTRIBUTION CENTER						
	I-2 201806193603	EMP/EMPR DEFERRED COMP	D	6/22/2018		10,717.28	000142	
	I-21 201806193603	EMP/EMPR DEFERRED COMP	D	6/22/2018		2,835.78	000142	
	I-26 201806193603	LOAN PAYMENTS TO ICMA	D	6/22/2018		672.97	000142	
	I-2IR201806193603	EMP/EMPR DEFERRED COM	D	6/22/2018		1,155.00	000142	15,381.03
M12900		MNEFTS						
	I-T2 201806193603	MN Income Tax WH	D	6/22/2018		7,759.20	000143	7,759.20
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201806193603	POST DEDUCTIONS	D	6/22/2018		1,025.00	000144	1,025.00
P16470		P E R A						
	I-91 201806193603	6634-00 REG PERA	D	6/22/2018		15,477.92	000145	
	I-92 201806193603	6634-00 PERA PD	D	6/22/2018		17,179.63	000145	
	I-94 201806193603	6634-00 PERA DCP ELECTED	D	6/22/2018		86.68	000145	32,744.23

* * 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:	7	0.00	102,289.98	102,289.98
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:	7	0.00	102,289.98	102,289.98

6-20-2018 12:17 PM

P A Y R O L L C H E C K R E G I S T E R

PAGE: 2

PAYROLL NO: 01 City of North St. Paul

PAYROLL DATE: 6/22/2018

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	29	11,648.49
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	29	11,648.49

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03800 6/22/18 FIRE PAYROLL - 9

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

BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
E05000		EFTPS						
	I-T1 201806203604	FEDERAL WITHHOLDING	D	6/22/2018		772.55	000146	
	I-T3 201806203604	FICA TAXES	D	6/22/2018		1,707.92	000146	
	I-T4 201806203604	MEDICARE TAXES	D	6/22/2018		399.42	000146	2,879.89
M12900		MNEFTS						
	I-T2 201806203604	MN Income Tax WH	D	6/22/2018		298.65	000147	298.65

* * 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	3,178.54	3,178.54
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	3,178.54	3,178.54

6/25/2018 3:23 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03810 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
U21294	UCARE MINNESOTA							
	I-180612001673	JULY RETIREE INSURANCE	R	6/25/2018		1,800.00CR	131160	1,800.00

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	1,800.00	1,800.00
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	1,800.00	1,800.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 03807 CHECK REISSUE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	MARY ELLEN KORLIN							
	I-201806213605	MARY ELLEN KORLIN:	R	6/21/2018		275.00CR	131158	275.00
A01034	ADVANCED GRAPHIX INC							
	I-197199	DECALS FOR FIRE DEPT	R	6/21/2018		136.20CR	131159	136.20

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	411.20	411.20
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:	2	0.00	411.20	411.20

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

6/26/2018 2:54 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03815 PARK REFUND REISSUE

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	DAVID JOHNSON							
	I-2018046	DAVID JOHNSON:	R	6/26/2018		300.00CR	131164	300.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	300.00	300.00
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	300.00	300.00

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 03811 BL - Refund

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
1		ZICK, DAVID R						
	I-000201806263620	ZICK, DAVID R	R	6/26/2018		300.00	131161	300.00
1		MOUACHENPAO, SY VANG						
	I-000201806263621	MOUACHENPAO, SY VANG	R	6/26/2018		300.00	131162	300.00
1		ANDERSON, MARK						
	I-000201806263622	ANDERSON, MARK	R	6/26/2018		300.00	131163	300.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	900.00	900.00
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
BANK TOTALS:	3	0.00	900.00	900.00

PACKET: 03797 BL - Refund

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
1		JUTZ, ERNEST R						
	I-000201806193598	JUTZ, ERNEST R	R	7/05/2018		300.00	131241	300.00
1		WAGNER, JENNIFER						
	I-000201806193599	WAGNER, JENNIFER	R	7/05/2018		300.00	131242	300.00
1		HAGGERTY, CATHERINE/BRIAN						
	I-000201806193600	HAGGERTY, CATHERINE/BRIAN	R	7/05/2018		300.00	131243	300.00
1		FOX, JOHANNA						
	I-000201806193601	FOX, JOHANNA	R	7/05/2018		300.00	131244	300.00
1		BIGHLEY, BILL						
	I-000201806193602	BIGHLEY, BILL	R	7/05/2018		50.00	131245	50.00

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	5	0.00	1,250.00	1,250.00
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
BANK TOTALS:	5	0.00	1,250.00	1,250.00

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	ELLIOTT THOMPSON PROPERTIES I-201806253610	ELLIOTT THOMPSON PROPERTIES:	R	7/05/2018		1,800.00CR	131165	1,800.00
1	HAMPTON COMPANIES I-201806253611	HAMPTON COMPANIES:	R	7/05/2018		1,500.00CR	131166	1,500.00
1	JOHN C. RAWSON I-201806253616	JOHN C. RAWSON:	R	7/05/2018		300.00CR	131167	300.00
1	LEONARDO MUSIC I-300	LEONARDO MUSIC:	R	7/05/2018		300.00CR	131168	300.00
A01060	AGGREGATE INDUSTRIES - MWR INC I-708826445	CONCRETE SAND	R	7/05/2018		380.03CR	131169	380.03
A01264	APEC I-122457	FOOT VALVE STRAINER ASSEMBLY	R	7/05/2018		138.93CR	131170	138.93
A01303	ASBESTOS ABATEMENT ASSOCIATES I-18-298	6 BULK SAMPLES	R	7/05/2018		330.00CR	131171	330.00
A01310	ASPEN MILLS I-218302	UNIFORMS - RESERVES	R	7/05/2018		122.75CR	131172	122.75
A20235	AUTONATION, INC I-456697	VEHICLE REPAIRS	R	7/05/2018		134.73CR	131173	134.73
B02267	BUBERL BLACK DIRT INC I-21027	BLACK DIRT	R	7/05/2018		1,740.00CR	131174	1,740.00
C02998	CORPORATE MECHANICAL I-W25105	PUMP REPAIRS	R	7/05/2018		4,695.00CR	131175	4,695.00
C03000	CALLNET I-180602120101	ANSWERING SERVICES 6/25-7/22	R	7/05/2018		1,009.93CR	131176	1,009.93
C03066	CINTAS I-4006611063	UNIFORM SERVICES	R	7/05/2018		135.01CR	131177	
	I-4006811908	UNIFORM SERVICES	R	7/05/2018		6.64CR	131177	
	I-4006811909	UNIFORM SERVICES	R	7/05/2018		59.31CR	131177	
	I-4006811910	UNIFORM SERVICES	R	7/05/2018		122.51CR	131177	
	I-4007016384	UNIFORM SERVICES	R	7/05/2018		122.51CR	131177	
	I-4007016400	UNIFORM SERVICES	R	7/05/2018		6.64CR	131177	452.62

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03105	C L BENSEN CO INC I-107742	ALUMINUM MESH	R	7/05/2018		402.10CR	131178	402.10
C03139	COMCAST I-201806253608	CABLE 6/27-7/26	R	7/05/2018		132.95CR	131179	132.95
C03284	CULVER COMPANY I-54156	ELECTRIC PUB SAFETY BROCHURE	R	7/05/2018		206.53CR	131180	206.53
D04012	DAKOTA SUPPLY GROUP I-D941677	BATTERIES	R	7/05/2018		80.47CR	131181	80.47
D04064	DELL MARKETING LP I-10216198189	COMPUTER MONITERS	R	7/05/2018		491.37CR	131182	491.37
D04075	DIAMOND VOGEL PAINT PRODUCTS I-807067283 I-807067491	PAINT PAINT	R R	7/05/2018 7/05/2018		167.36CR 167.36CR	131183 131183	334.72
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC I-SVC26495	R&M VEHICLES	R	7/05/2018		170.00CR	131184	170.00
E05230	ESS BROTHERS & SONS INC I-YY2603	R-3067-V CCB	R	7/05/2018		487.00CR	131185	487.00
F06001	FACTORY MOTOR PARTS CO I-19-795019	SYN BLEND OIL	R	7/05/2018		27.48CR	131186	27.48
F06002	FASTENAL I-MNT1180928	FASTENERS	R	7/05/2018		23.92CR	131187	23.92
F06091	FINANCE AND COMMERCE I-743810564	CONSTRUCTION BIDS	R	7/05/2018		270.42CR	131188	270.42
F06142	FLEXIBLE PIPE TOOL COMPANY I-22509	SEWER HOSE REPAIR	R	7/05/2018		65.50CR	131189	65.50
F06157	FORKLIFTS OF MINNESOTA, INC. I-01P6437550	CRANK ASSEMBLY	R	7/05/2018		53.06CR	131190	53.06
F06475	FRA-DOR BLACK DIRT & RECY I-1805240	BLACK DIRT	R	7/05/2018		476.00CR	131191	476.00

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
G07043	GAME TIME INC I-PJI-0086798	LEXAN BUBBLE	R	7/05/2018		231.45CR	131192	231.45
G07100	GERTENS WHOLESALE I-27850/6 I-440741/1	PLANTS PLANTS	R R	7/05/2018 7/05/2018		681.00CR 48.00CR	131193 131193	729.00
G07291	GRAFFIC TRAFFIC I-1413492GTI	CITY LOGO SHIRTS FOR TAYLOR	R	7/05/2018		48.00CR	131194	48.00
H08005	HANCO CORPORATION I-421580 I-423193	MILTON VALVE CORE TOOL 4 PLY MULTI TRAC TIRE	R R	7/05/2018 7/05/2018		30.96CR 114.33CR	131195 131195	145.29
H08162	HOLIDAY I-201806253617 I-201806253618 I-201806253619 I-201806263623 I-201806263624 I-201806263625 I-201806263626 I-201806263627 I-201806263628 I-201806263629 I-201806263630 I-201806273631	GAS 1400015463058 CITYMECHANIC GAS 1400015462884 OH ELECTRIC GAS 1400015462957 UG ELECTRIC GAS 1400015462949 GAS 1400015462892 GAS 1400015462965 GAS 1400015462930 ST CLEANING GAS 1400015462914 SEWER DEPT GAS 1400015462973 WATER DEPT GAS 1400015462876 FIRE DEPT GAS 1400015462876 FIRE DEPT GAS 1400015462906 POLICE DEPT	R R R R R R R R R R R R	7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018 7/05/2018		49.47CR 621.80CR 402.48CR 1,577.40CR 1,208.82CR 314.14CR 402.85CR 355.13CR 497.88CR 695.59CR 695.59CR 3,708.12CR	131196 131196 131196 131196 131196 131196 131196 131196 131196 131196 131196 131196	10,529.27
H8185	HI-LINE I-10090644 I-10090883 I-10091219	HIGH VOLTAGE GLOVE PROTECTRS CLASS O GLOVES & TEST HIGH VOLTAGE GLOVE PROTECTORS	R R R	7/05/2018 7/05/2018 7/05/2018		471.54CR 99.54CR 120.75CR	131197 131197 131197	691.83
I09045	IMPACT I-133362 I-133519	JUNE 2018 NEWSLETTER JUNE BILL/STATEMENT PRINTING	R R	7/05/2018 7/05/2018		1,005.00CR 4,796.45CR	131198 131198	5,801.45
L12049	LANO EQUIPMENT I-02-567501 I-02-567589 I-02-568610	KIT BLADE FILTER ROLLER BOLT BLADE	R R R	7/05/2018 7/05/2018 7/05/2018		69.86CR 51.60CR 40.50CR	131199 131199 131199	161.96

PACKET: 03817 7/3/18 A/P PACKET

**** CHECK LISTING ****

VENDOR SET: 01

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
L12196	LEAG MN CITIES-INS TRUST							
	I-201806253609	Q1 INSURANCE	R	7/05/2018		38,032.00CR	131200	
	I-3731	CLAIM#LMCGL000000050200	R	7/05/2018		984.20CR	131200	39,016.20
M02045	MARKFORT CONCRETE LLC							
	I-183745	CONCRETE WORK	R	7/05/2018		1,775.00CR	131201	
	I-183746	CONCRETE WORK	R	7/05/2018		1,975.00CR	131201	
	I-183747	CONCRETE WORK	R	7/05/2018		1,480.00CR	131201	
	I-183748	CONCRETE WORK	R	7/05/2018		1,645.00CR	131201	6,875.00
M04250	METAL DOCTOR INC							
	I-1051	TORNADO SIREN POST	R	7/05/2018		1,595.00CR	131202	1,595.00
M13037	MADDEN GALANTER HANSEN LLP							
	I-201806273632	LEGAL SERVICES LABOR NEGOTNS	R	7/05/2018		1,438.50CR	131203	1,438.50
M13040	MAILFINANCE							
	I-N7188627	MAIL MACHINE LEASE	R	7/05/2018		744.48CR	131204	744.48
M13100	MERIT CHEVROLET							
	I-636835	SWITCH	R	7/05/2018		68.05CR	131205	68.05
M13110	MENARDS-OAKDALE							
	I-55778	BUILDING MATERIALS	R	7/05/2018		25.90CR	131206	
	I-55785	BUILDING MATERIALS	R	7/05/2018		3.78CR	131206	
	I-56365	BUILDING MATERIALS	R	7/05/2018		5.98CR	131206	35.66
M13211	OFFICE OF MN IT SERVICES							
	I-W18040562	APRIL VOICE SERVICES	R	7/05/2018		55.40CR	131207	
	I-W18050572	MAY VOICE SERVICES	R	7/05/2018		55.40CR	131207	110.80
M13370	M-R SIGN CO INC							
	I-200189	PARKING SIGNS	R	7/05/2018		29.15CR	131208	29.15
M14137	ROSEVILLE MIDWAY FORD							
	I-336870	TAILGATE	R	7/05/2018		579.39CR	131209	
	I-336981	TAILGATE PARTS	R	7/05/2018		27.13CR	131209	606.52
N14146	COMPASS MINERALS							
	I-267817	BULK COARSE LA - HWY	R	7/05/2018		5,458.78CR	131210	5,458.78
O15032	ON-SITE SANITATION							
	I-0000598265	RESTROOMS MCKNIGHT COMPLEX	R	7/05/2018		10.18CR	131211	
	I-0000602040	RESTROOMS HAUSE PARK	R	7/05/2018		57.00CR	131211	
	I-0000602041	RESTROOMS ROTARY PARK	R	7/05/2018		130.00CR	131211	
	I-0000602042	RESTROOMS MCKNIGHT COMPLEX	R	7/05/2018		57.00CR	131211	
	I-0000602043	RESTROOMS SOUTHWOOD PARK	R	7/05/2018		57.00CR	131211	
	I-0000602044	RESTROOMS SILVER LAKE PARK	R	7/05/2018		57.00CR	131211	
	I-0000602045	RESTROOMS CASEY LAKE PARK	R	7/05/2018		57.00CR	131211	425.18

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18010	RAMSEY COUNTY							
	I-PRRRV-000866	SPEC ASSMTS ADMIN FEES	R	7/05/2018		1,032.50CR	131212	
	I-RESFA-002187	MAY PUBIC WORKS RECYCLING	R	7/05/2018		387.39CR	131212	
	I-RESFA-002201	MAY RESIDENTIAL RECYCLING ENRG	R	7/05/2018		23,664.41CR	131212	25,084.30
R18022	RAMSEY COUNTY-CEC-	ENVIRONMENT HEALTH						
	I-201806253615	HAULER FOR MAY	R	7/05/2018		15,638.44CR	131213	15,638.44
R18047	NM CLEAN 1, LLC							
	I-0000054-IN	R&M VEHICLES PD/FD WASHES	R	7/05/2018		479.71CR	131214	479.71
R18091	RESCO							
	I-717507-00	CABLE LUBRICANT	R	7/05/2018		378.97CR	131215	378.97
R18170	CITY OF ROSEVILLE							
	I-0224621	ADOBE ACROBAT PRO	R	7/05/2018		916.00CR	131216	
	I-0224651	JUNE IT JOINT POWERS	R	7/05/2018		13,496.00CR	131216	
	I-0224697	JUNE PHONE SERVICES	R	7/05/2018		1,161.90CR	131216	15,573.90
S14255	SUNDBERG AMERICA							
	I-302716064	CAPACITOR FOR AC UNIT	R	7/05/2018		10.25CR	131217	10.25
S18996	SAFE-FAST INC							
	I-INV200780	SAFETY VESTS	R	7/05/2018		727.60CR	131218	727.60
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN2023075	OFFICE SUPPLIES	R	7/05/2018		30.09CR	131219	
	I-IN2096041	OFFICE SUPPLIES	R	7/05/2018		198.74CR	131219	
	I-IN2096319	OFFICE SUPPLIES	R	7/05/2018		48.66CR	131219	277.49
S19106	SITE ONE LANDSCAPE SUPPLY							
	I-86415005	CRIMP CLAMP	R	7/05/2018		37.18CR	131220	37.18
S19188	SHRED-IT USA MINNEAPOLIS							
	I-8124951141	SHREDDING SERVICES	R	7/05/2018		98.05CR	131221	98.05
S19486	SUPERIOR PROPERTY MAINTEN							
	I-9640	BOBCAT SWEEPING PLOWING	R	7/05/2018		5,100.00CR	131222	
	I-9642	BOBCAT SWEEPING PLOWING	R	7/05/2018		1,320.00CR	131222	
	I-9652	BOBCAT SWEEPING PLOWING	R	7/05/2018		2,430.00CR	131222	8,850.00
T19150	T A SCHIFSKY & SONS INC							
	I-62932	AGGREGATE MODIFIED MIXES	R	7/05/2018		1,035.84CR	131223	
	I-62970	AGGREGATE MODIFIED MIXES	R	7/05/2018		2,084.16CR	131223	3,120.00

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T20076	TOSHIBA FINANCIAL SERVICES							
	I-68179092	COPIER SERVIES	R	7/05/2018		321.69CR	131224	
	I-68179093	COPIER SERVICES	R	7/05/2018		312.01CR	131224	
	I-68260172	COPIER SERVICES	R	7/05/2018		185.35CR	131224	
	I-68271141	COPIER SERVICES	R	7/05/2018		79.72CR	131224	
	I-68299525	COPIER SERVICES	R	7/05/2018		185.35CR	131224	
	I-68300643	COPIER SERVICES	R	7/05/2018		255.21CR	131224	
	I-68392500	COPIER LEASE	R	7/05/2018		263.75CR	131224	
	I-68393577	COPIER SERVICES	R	7/05/2018		255.21CR	131224	
	I-68481553	COPIER LEASE	R	7/05/2018		118.72CR	131224	
	I-68482765	COPIER SERVICES	R	7/05/2018		348.41CR	131224	
	I-68492606	COPIER LEASE	R	7/05/2018		225.19CR	131224	2,550.61
T20192	T-MOBILE							
	I-201806253612	FD/PD TABLETS 5/9-6/8	R	7/05/2018		728.03CR	131225	
	I-201806253613	CELL PHONES 5/11-6/10	R	7/05/2018		1,215.74CR	131225	
	I-201806253614	FD/PD CARDS 5/11-6/10	R	7/05/2018		634.82CR	131225	2,578.59
T20243	TORQUE UTILITIES							
	I-42	SOUTH AVE & PARK ROW BORE	R	7/05/2018		16,660.00CR	131226	
	I-43	STANICH CT BORE	R	7/05/2018		19,261.85CR	131226	35,921.85
T20285	TRI STATE BOBCAT INC							
	I-E23335	BOBCAT LOADER USAGE	R	7/05/2018		660.00CR	131227	660.00
T20311	TRUGREEN LANDCARE							
	I-84041749	BALLFIELD SERVICE	R	7/05/2018		1,851.77CR	131228	1,851.77
U21376	UNITED STATES POSTAL SERVICE							
	I-201806253607	BRM ANNUAL MAINTENANCE	R	7/05/2018		690.00CR	131229	690.00
V01101	VERIZON WIRELESS							
	I-9808772467	AIR CARDS 5/11-6/10	R	7/05/2018		525.15CR	131230	525.15
V22030	VALLEY LETTERING							
	I-201806223606	30 X 8 BANNER SAFETY EVENT	R	7/05/2018		90.00CR	131231	90.00
W17250	WENZEL PLUMBING, HEATING, COOLING							
	I-31720	BACKFLOW PREVENTERS	R	7/05/2018		1,009.17CR	131232	
	I-31721	NEW RPZ'S WITH WILKINS	R	7/05/2018		4,863.37CR	131232	
	I-31722	NEW DIELECTRIC UNIONS	R	7/05/2018		1,074.34CR	131232	
	I-31737	NEW WATER HEATER	R	7/05/2018		1,400.44CR	131232	
	I-31738	NEW MIXING VALVE & THERMOMTR	R	7/05/2018		959.94CR	131232	9,307.26

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
W23502	WOODCHUCK TREE CARE							
	I-3072	TREE REMOVAL	R	7/05/2018		3,200.00CR	131233	3,200.00
X14164	XCEL ENERGY							
	I-0367174727	NATURAL GAS PREM#302713963	R	7/05/2018		148.60CR	131234	
	I-0367174774	NATURAL GAS PREM#304194027	R	7/05/2018		244.33CR	131234	
	I-0367285834	NATURAL GAS PREM#304602442	R	7/05/2018		28.65CR	131234	
	I-0367419363	NATURAL GAS PREM#303755177	R	7/05/2018		378.61CR	131234	
	I-0367484906	NATURAL GAS PREM#302997881	R	7/05/2018		25.69CR	131234	825.88
Z26030	ZARNOTH BRUSH WORKS INC							
	I-0170667-IN	GUTTER BROOMS	R	7/05/2018		936.00CR	131235	
	I-0170749-IN	ELGIN POLY CABLEWRAP REFILL	R	7/05/2018		454.00CR	131235	1,390.00
Z26059	ZEP SALES & SERVICE							
	I-9003453931	SPRAY GREASE	R	7/05/2018		147.79CR	131236	147.79

6/28/2018 9:23 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
P16420	PREFERRED ONE COMMUNITY HEALTH PLAN							
	I-181550000276	JUNE INSURANCE	D	6/14/2018		43,935.03CR	000148	43,935.03

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	72	0.00	220,881.87	220,881.87
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	43,935.03	43,935.03
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:	73	0.00	264,816.90	264,816.90

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

6/28/2018 9:23 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 03817 7/3/18 A/P PACKET

VENDOR SET: 01

*** DRAFT/OTHER LISTING ***

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	6/2018	1,075.00CR
001	7/2018	85,535.23CR
022	7/2018	270.42CR
048	7/2018	5,641.78CR
049	7/2018	3,921.09CR
050	7/2018	49,112.83CR
052	7/2018	8,394.30CR
053	7/2018	39,690.24CR
063	7/2018	600.00CR
096	6/2018	42,860.03CR
098	7/2018	1,294.76CR
099	7/2018	26,410.26CR
102	7/2018	10.96CR
=====		
ALL		264,816.90CR



**NORTH
ST. PAUL**
extraordinary.

MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: July 3, 2018
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date

7/5/2018 A/P Check Register

131237-131240 \$ 7,634.91

Total \$ 7,634.91

Approved this 3rd day of July, 2018

City Manager

Mayor



PACKET: 03818 7/5/18 HRA A/P

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13137	METZGER BUILDING MATERIALS CO							
	I-90879	BUILDING MATERIALS	R	7/05/2018		618.92CR	131237	618.92
O15032	ON-SITE SANITATION							
	I-0000602046	RESTROOM SERVICE	R	7/05/2018		57.00CR	131238	57.00
R18074	REMACKEL OUTDOOR SERVICES							
	I-201806283633	GARAGE FLOOR POUR	R	7/05/2018		2,530.00CR	131239	
	I-201806283634	GARAGE FLOOR 2341 14TH	R	7/05/2018		4,416.00CR	131239	6,946.00
X14164	XCEL ENERGY							
	I-0367196024	NATURAL GAS PREM#304711697	R	7/05/2018		12.99CR	131240	12.99

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	4	0.00	7,634.91	7,634.91
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:	4	0.00	7,634.91	7,634.91

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
July 3, 2018

FROM THE OFFICE OF THE FINANCE DEPARTMENT

Agenda placement: Consent

Subject: Sensus Advanced Metering Infrastructure (AMI) Agreement Amendment #1

To: Honorable Mayor and City Council

Background/Facts:

In 2013, the City entered into an agreement with Sensus USA Inc. to provide an AMI system for water and electric meters. The software we purchased in 2013 is now obsolete and is in need of an upgrade. Sensus has agreed to provide the upgrade to the City with no additional expenses. The City will be going from an owned Software as a Service (SaaS) to a hosted version. This will then provide upgrades as they are rolled out. The upgrade will cover the 1st year of maintenance, annual maintenance will begin in year 2 for \$14,446. These costs will be covered by the Water, Waste Water, and Electric Funds proportionately.

Recommendation: It is recommended the City Council authorize the execution of the Sensus AMI Agreement Amendment #1.

Attachments:

First Amendment to the Advanced Metering Infrastructure Agreement
Core & Main Quote for SaaS

Respectfully submitted,

/s/ JD by mm

Jeanne Day
Finance Director

Approved for agenda enclosure:

/s/ CW by mm

Craig Waldron
City Manager



**FIRST AMENDMENT TO THE
ADVANCED METERING INFRASTRUCTURE AGREEMENT
(“First Amendment”)**

This First Amendment is made this ____ day of _____ 2018 (“First Amendment Effective Date”), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 8601 Six Forks Road, Suite 700, Raleigh, North Carolina 27615 (“Sensus”), and the City of North Saint Paul (“Customer”).

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure Agreement on March 21, 2013 (“Agreement”); and

WHEREAS, Customer has informed Sensus of its desire to migrate from a licensed RNI to a software as a service solution, and Sensus wishes to accommodate this migration; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this First Amendment, the parties hereto mutually covenant and agree to amend the Agreement as follows:

1. **Terms and Trademarks.** Any terms used in this First Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.
2. **Software.** Sensus will assist Customer in migrating from an onsite RNI using Customer’s Software License to a managed RNI using Sensus’ Software as a Service Solution, as follows:
 - a. **Software as a Service.** Sensus will provide Customer with Software as a Service (“SaaS”) as further defined in Annex A attached hereto for so long as Customer pays Sensus in accordance with Exhibit E to the Agreement. Customer shall purchase SaaS subject to the Payment Terms set forth in Exhibit E to the Agreement.
 - b. **Technical Support.** Sensus shall provide Customer with support of the AMI System as further defined in Annex B. Annex B replaces Exhibit A of the Agreement in its entirety.
 - c. **Changes to Software License.** Sensus will continue to support Customer’s Software License as provided in Section 3.B.iv. of the Agreement up and until Customer begins using the SaaS production environment, as evidenced by written agreement (email shall suffice) between Customer and Sensus (“SaaS Milestone”). Upon reaching the SaaS Milestone, (i) Sensus’ support of the Software License shall cease, and Sensus shall have no obligation to provide Customer with Updates, support, software maintenance of the licensed Software provided in the Agreement, or any other obligations Sensus may have to Customer regarding the Software License; (ii) Customer shall have no obligation to pay Sensus the Ongoing Fees as described in Exhibit E of the Agreement and instead shall pay Sensus for SaaS; and (iii) to the extent Customer continues to use the Software or the Software License, Customer shall continue to be bound by its usage obligations in Section 3 of the Agreement regarding authorized access, Permitted Use, Bundled Third Party Software, Non-Bundled Third Party Software, Intellectual Property, and any other applicable provision. For the avoidance of doubt, Annex A to this First Amendment is in addition to Exhibit A of the Agreement.
 - d. **Migration Support.** Sensus will further assist Customer in migrating to the SaaS environment as described in Annex A attached hereto. Customer shall assist Sensus as required in Annex A.
3. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the “Sensus IP”). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign



to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Notwithstanding the prior sentence, Customer does not grant or assign to Sensus any right, title or interest in or to any Customer Data, and Customer reserves all rights in and to Customer Data. "Customer Data" means the (i) End User data collected by the Software or AMI System ("Collected Customer Data"), (ii) all Intellectual Property associated with the Collected Customer Data, and (iii) all Intellectual Property arising out of Customer's use or Customer's modification of the Collected Customer Data. To avoid doubt: (i) Sensus may aggregate and anonymize the Collected Customer Data for use by Sensus (the "Aggregated and Anonymous Data"), and Sensus shall own all right, title and interest in and to such Aggregated and Anonymous Data; and (ii) any Sensus IP used by Sensus to create Aggregated and Anonymous Data shall remain the Intellectual Property of Sensus. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.

4. **Warranty.** Sensus warrants SaaS, and all products and services provided pursuant to this First Amendment according to the terms of the Agreement and the terms and conditions (including all limitations and exclusions) in the Sensus Limited Warranty, available at <http://sensus.com/TC> (click "General Limited Warranty") or 1-800-METER-IT ("General Limited Warranty"). To the extent the terms of the General Limited Warranty conflict with the terms in the Agreement, this First Amendment or the Annexes thereto, the terms of this First Amendment, and then the terms of the Annexes, and then the Agreement, shall control, in that order. The General Limited Warranty is hereby incorporated by reference as if fully set forth herein. THE WARRANTIES DESCRIBED HEREIN ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES, AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS FIRST AMENDMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
5. **Entire Agreement.** The Agreement, as amended by this First Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this First Amendment are inconsistent with the Agreement, the terms of this First Amendment shall control. Except as expressly amended or modified in this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and this First Amendment shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

CITY OF NORTH SAINT PAUL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Annex A Software

Software as a Service

I. Description of Services

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. Usage License.** Subject to all the terms and conditions of this Agreement, Sensus hereby gives Customer a license under Sensus' intellectual property rights to use the Sensus Applications for the Permitted Use for so long as Customer is current in its payments for the Applications ("Usage License"). This Usage License shall commence on the Effective Date and shall terminate upon the earlier of; (i) the expiration or termination of this Agreement for any reason; (ii) if Customer uses the Applications provided hereunder other than for the Permitted Use; and (iii) the Application is terminated as set forth below.

- C. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware and (b) RNI software license, each at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. "Software as a Service" means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - a. Network addresses and virtual private networks (VPN)
 - b. Standard time source (NTP or GPS)
 - c. Security access points
 - d. Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - a. Monitor capacity and performance of the Application server and software applications 24x7 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - b. If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - c. Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - d. Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - e. Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - a. Define data retention plan and policy.
 - b. Monitor space and capacity requirements.
 - c. Respond to database alarms and notifications.
 - d. Install database software upgrades and patches.
 - e. Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - a. Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - b. Respond to incidents and problems that may occur to the Application(s).
 - c. Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - d. Correlate incidents and problems where applicable.
 - e. Sensus personnel will use the Salesforce Self Service Portal to document and track incidents.
 - f. In the event that a Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).

- g. Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- h. Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - a. Monitor the physical and cyber security of the server and Application(s) 24x7 to ensure system is highly secure in accordance with NIST Security Standards.
 - b. Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - c. Conduct period penetration testing of the network and data center facilities.
 - d. Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - e. Perform Anti-Virus and Malware patch management on all systems.
 - f. Install updates to virus protection software and related files (including Virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - g. Respond to any potential threat found on the system and work to eliminate Virus or Malware found.
 - h. Sensus adheres to and submits certification to NERC/CIP Cyber Security standards.
 - i. Sensus actively participates/monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus Security team.
 - j. Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - a. Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - b. Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - c. Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - d. Sensus will replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - e. Provide disaster recovery environment and perform fail-over to DR environment within forty-eight (48) hours of declared event.
 - f. Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - g. Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - h. In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives and Recovery Point Objectives specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - i. The Application shall have a Recovery Time Objective (RTO) of forty-eight (48) hours.
 - j. The Recovery Point Objective (RPO) shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - k. Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e. billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g. meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. "Software as a Service" does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

II. Further Agreements

A. System Uptime Rate

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and

shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

- i. **Calculations**
 - a. **"Targeted Minutes of Operation"** or **"TMO"** means total minutes cumulative across all Applications in the applicable month ("Month") minus the Scheduled Downtime in the Month.
 - b. **"Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **"Non-Scheduled Downtime"** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
 - ii. **Exceptions.** **"Exceptions"** mean the following events:
 - a. Force Majeure;
 - b. Emergency Work, as defined below; and
 - c. Lack of Internet Availability, as described below.
 - i. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) (**"Emergency Work"**). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the **"Managed Systems"**). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - ii. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- B. Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. Responsibilities of Customer**
- i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software (**"Customer's Systems"**) is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
 - iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (**"Authorized Users"**). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
 - v. Customer shall be responsible for the day-to-day operations of the Application(s) and AMI System. This includes, without limitation, (i)



researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

III. Third Party Software.

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Annex B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 8:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., RNI Software, Sensus MDM).

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

Sev4 Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	• Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into the Support Knowledge Base.
3	1 Business Day	90 business days	• Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into the Support Knowledge Base. • Fix incorporated into future release.
4	2 Business Days	12 months	• Answer to question is provided. • Fix or workaround incorporated into the Support Knowledge Base.

6. **Problem Escalation Process.**

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

- 6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
- 6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.
- 6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

7.1. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.

Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.



Customer: North Saint Paul, MN
Date: 10/06/2017

Corey Luft
612-270-3148
corey.luft@coreandmain.com

SaaS (Hosted RNI with No MDM)					
	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
RNI - 4.x	\$ 14,025	\$14,446	\$14,879	\$15,325	\$15,785
RNI - 4.x discount	\$ (14,025)				
Val & Testing of Interfaces	\$ 7,040				
Val & Testing of Interfaces discount	\$ (7,040)				
One time set up fee	\$ 7,010				
One time set up fee discount	\$ (7,010)				
RNI Training	\$ 4,400				
RNI Training discount	\$ (4,400)				
RNI custom integration to CIS	\$ -				
<u>Annual Totals</u>	<u>\$ 0</u>	<u>\$ 14,446</u>	<u>\$ 14,879</u>	<u>\$ 15,325</u>	<u>\$ 15,785</u>

This quote is valid for 90 days

Agenda Information Memorandum
North St. Paul City Council
July 3, 2018

FROM THE OFFICE OF THE ECONOMIC DEVELOPMENT AUTHORITY

Subject: LMCIT Waiver for The Economic Development Authority Liability Insurance

To: Honorable Mayor and City Council

Background/Facts:

- Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust (LMCIT) must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased.
- If the city does not waive the statutory tort limits:
 - an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply.
 - the total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000.
- If the city waives the statutory tort limits and purchases excess liability coverage:
 - a single claimant could potentially recover up to \$2,000,000 on a single occurrence.
 - The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
 - a single claimant could potentially recover an amount up to the limit of the coverage purchased.
- The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.
- The City of North St. Paul has in the past elected not to waive the monetary limits on municipal tort liability established by Minnesota Statute §466.04.

Recommendation: To authorize the Economic Development Authority Director to complete the required form indicating that the City does not waive the monetary limits on municipal tort liability established by Minnesota Statute §466.04.

ATTACHMENTS

Liability coverage waiver form.
Resolution authorizing the coverage waiver.

/s/ PA by mm

Paul Ammerman
Economic Development Director

Approved for Agenda:

/s/ CW by mm

Dr. Craig Waldron, City Manager

Agenda placement: Consent



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

The Economic Development Authority of North St Paul, MN
LMCIT Member Name

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting _____

Signature _____ Position _____

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-xxx

Consent Agenda

**RESOLUTION AUTHORIZING THE
ECONOMIC DEVELOPMENT AUTHORITY DIRECTOR
TO SUBMIT FORM TO
LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
REGARDING MUNICIPAL TORT LIABILITY WAIVER**

WHEREAS, Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust (“LMCIT”) must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased; and,

WHEREAS, if the City of North St. Paul (“City”) does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply; and,

WHEREAS, the total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$2,000,000; and,

WHEREAS, the City has in the past elected not to waive the monetary limits on municipal tort liability established by Minnesota Statute §466.04.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, Economic Development Authority Director is hereby authorized to complete the required form indicating that the City DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statute §466.04.

ADOPTED this 3rd day of July, 2018.

Motion by Council Member xxx

Second by Council Member xxx

Voting: Ayes: Council Member Furlong
Council Member Petersen
Council Member Walczak
Council Member Sonnek
Mayor Kuehn

Nays: None

Absent: None

Abstain: None

Michael R. Kuehn, Mayor

Attest:

Dr. Craig Waldron, City Manager

Agenda Information Memorandum
North St. Paul City Council
July 3, 2018

FROM THE OFFICE OF THE CITY MANAGER

Subject: Request to amend the 2018 City Council and HRA meeting calendar and set January 2019 City Council meeting dates.

To: Honorable Mayor and City Council

Background/Facts:

- The annual schedule for the 2018 City Council workshops, regular meetings and Housing and Redevelopment Authority (HRA) meetings was adopted in January of 2018.
- At that time the HRA was scheduled to meet following a regular city council meeting on the third Tuesday of the month and only every other month. This schedule does not meet the needs of the City or the HRA. It is better served to hold the HRA meetings on an as needed basis. Because the City Council also serves as the City's HRA it is not a hardship to schedule as needed meetings. It is proposed the City Council set the HRA's meetings to take place at the end of regular meetings on an as needed basis.
- The first regular council meeting of November falls on General Election day. That meeting was officially canceled on the schedule. However, the results of the General Election have set dates that they must be canvassed on. In order to meet statutory requirements the Council needs to schedule that date. The canvass must take place on November 13, 14, 15 or 16, (Tuesday-Friday) thus requiring a special council meeting. Historically this canvassing meeting has been held in the early afternoon and is the only item on that agenda.
- Election laws also state that the first day a newly elected official may serve as a sworn council member is January 7, 2019. The first regular meeting for January 2019 falls on January 1, which is a holiday, and therefore would need to be rescheduled. The next regular meeting would fall on January 15th. There are five Tuesdays in January. Council has the following options:
 - To only have one meeting on January 15.
 - Reschedule both the January 1 and January 15 meetings to January 8 and 22, thus keeping two weeks between meetings.
 - Reschedule the first meeting to Tuesday, January 8.
- Regardless of the chosen dates for the meetings, the Oaths of Office for newly elected officials must be administered prior to them taking office. This normally takes place at the beginning of the first meeting in January. The Oaths are allowed to be administered in December, but the newly elected officials could not begin serving on the Council prior to January 7, 2019.

Recommendation: To amend the 2018 City Council and HRA meeting calendar and set January 2019 City Council meeting dates.

ATTACHMENTS

Resolution amending the City Council and HRA meeting dates for 2018 and January, 2019.

Respectfully,

/s/ Mary Mills
Mary Mills, Deputy Clerk

Approved for Agenda:

/s/ CW by mm
Dr. Craig Waldron, City Manager

Agenda Information Memorandum
North St. Paul City Council
July 3, 2018

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: RESCHEDULE ASSESSMENT HEARING FOR 2018 PAVEMENT IMPROVEMENT PROJECT

To: Honorable Mayor and City Council

Background/Facts:

- On June 19, 2018, City Council passed a resolution scheduling the assessment hearing for the project for July 17, 2018. Based on the statutory requirements for official notification for the assessment hearing and the dates of publication for the official newspaper, the official notification did not run in the official newspaper early enough to hold the hearing on the previously intended date. Staff is proposing to reschedule the assessment hearing for the September 4, 2018 regular City Council meeting.
- As a separate hearing from the Assessment Hearing, the Public Improvement Hearing can remain as previously scheduled for July 17th, 2018. This proposed change to the date for the Assessment Hearing does not change or impact any other aspect of the project delivery schedule previously communicated.
- The proposed areas in the 2018 Pavement Management Project is comprised of 11th Avenue East from McKnight Road to 1st Street, Castle Avenue from 1st Street to Helen Street, and 12th Avenue East from Helen Street to Margaret Street, and Helen Street North from 12th Avenue East to 17th Avenue East (Ramsey County Road C).
- The required resolutions to reschedule the project assessment hearing as proposed are attached for Council consideration, and shall supersede previously approved resolutions passed by City Council June 19, 2018.

Recommendation: To authorize resolutions declaring costs and scheduling the Assessment Hearing for the 2018 Pavement Improvement Project, to be held September 4, 2018.

Attachments:

Resolution Declaring Costs and Ordering Preparation of Proposed Assessment
Resolution for Hearing on Proposed Assessment

Respectfully submitted,

/s/ MD by mm

Morgan Dawley, PE
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

**CITY OF NORTH ST. PAUL
RESOLUTION NO. 2018-XXX**

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND
ORDERING PREPARATION OF PROPOSED ASSESSMENTS
FOR THE 2018 PAVEMENT IMPROVEMENT PROJECT**

WHEREAS, the City Council (“Council”) of the City of North St. Paul, Minnesota (“City”) has identified the 2018 Pavement Improvement Project; and,

WHEREAS, the 2018 Pavement Improvement Project is: 11th Avenue East from McKnight Road to 1st Street, Castle Avenue from 1st Street to Helen Street, and 12th Avenue East from Helen Street to Margaret Street, and Helen Street North from 12th Avenue East to 17th Avenue East (Ramsey County Road C) (“Project”); and,

WHEREAS, the Project improvement shall include street pavement reclamation, spot concrete curb and gutter replacement, sidewalks, utility casting adjustment, parking lot construction, and other appurtenant work, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, estimated costs have been calculated for the project and the estimated cost for such improvement is \$1,260,508.15, and the expenses incurred or to be incurred in the making of such improvement amount to \$327,891.85 so that the total cost of the improvement will be \$1,588,400.00; and,

WHEREAS, the clerk will complete the proposed assessment and file in his/her office for public inspection,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:

1. The portion of the cost of such improvement to be paid by the city is hereby declared to be \$1,269,439.62 and the portion of the cost to be assessed against benefited property owners is declared to be \$318,960.38.
2. Assessments for single family residential and multi-family (four units and less) shall be payable in equal annual installments extending over a period of fifteen (15) years, and assessments for commercial, institutional and multi-family (five-units or greater) property shall be payable in equal annual installments extending over a period of seven (7) years, the first of the installments to be payable on or before the first Monday in January, 2020, and shall bear interest at the rate of 5.25% percent per annum from the date of the adoption of the assessment resolution.
3. The city clerk, with the assistance of the city engineer (consulting engineer), shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected,

without regard to cash valuation, as provided by law, and he/she shall file a copy of such proposed assessment in his/her office for public inspection.

4. The clerk shall upon the completion of such proposed assessment, notify the council thereof.

ADOPTED this 3rd day of July, 2018.

Motion by Council Member
Second by Council Member

Voting:	Aye:	Council Member
		Council Member
		Council Member
		Mayor
	Nay:	None
	Abstain:	None
	Absent:	None

Michael R. Kuehn, Mayor

Attest: _____
Mary Mills, Deputy City Clerk

**CITY OF NORTH ST. PAUL
RESOLUTION NO. 2018-XXX**

**RESOLUTION CALLING FOR AND RATIFYING
AN ASSESSMENT HEARING
FOR THE 2018 PAVEMENT IMPROVEMENT PROJECT**

WHEREAS, the City Council (“Council”) of the City of North St. Paul, Minnesota (“City”) has identified the 2018 Pavement Improvement Project; and,

WHEREAS, the 2018 Pavement Improvement Project is: 11th Avenue East from McKnight Road to 1st Street, Castle Avenue from 1st Street to Helen Street, and 12th Avenue East from Helen Street to Margaret Street, and Helen Street North from 12th Avenue East to 17th Avenue East (Ramsey County Road C) (“Project”); and,

WHEREAS, the Project improvement shall include street pavement reclamation, spot concrete curb and gutter replacement, sidewalks, utility casting adjustment, parking lot construction, and other appurtenant work, pursuant to Minnesota Statutes, Sections 429.011 to 429.111; and,

WHEREAS, estimated costs have been calculated for the project and the portion of the cost of such improvement to be paid by the city was declared and the portion of the cost to be assessed against benefited property owners was declared; and,

WHEREAS, by a resolution passed by the council on July 3, 2018, the city clerk was directed to prepare a proposed assessment of the cost of the project; and,

WHEREAS, the clerk will complete the proposed assessment and file in his/her office for public inspection,

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:

1. A hearing shall be held at 6:30 p.m. on September 4, 2018, in the City Hall, located at 2400 Margaret Street, North St. Paul, to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The city clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and she shall state in the notice the total cost of the improvement. She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the Finance Department, except that

no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of the assessment. An owner may at any time thereafter, pay to Ramsey County the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

ADOPTED this 3rd day of July, 2018.

Motion by Council Member

Second by Council Member

Voting:	Aye:	Council Member
		Council Member
		Council Member
		Mayor
	Nay:	None
	Abstain:	None
	Absent:	None

Michael R. Kuehn, Mayor

Attest: _____
Mary Mills, Deputy City Clerk

Agenda Information Memorandum
North St. Paul City Council
July 3, 2018

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

Subject: 2018 STREET AND UTILITY IMPROVEMENTS PROJECT – BID PACKAGE 1 -
RECEIVE BIDS, AWARD CONTRACT

To: Honorable Mayor and City Council

Background/Facts:

- On September 17, 2017, the City Council authorized the preparation of plans and specifications for the 2018 Street and Utility Improvements Project.
- Improvements for the project area include the proposed sanitary sewer and watermain improvements already included in the 2018 Street and Utility Improvements Project with the addition of several separate sanitary sewer lining areas in the city. The street and storm improvements shall be removed for a separate future bid package.
- The proposed Bid Package 1 Project area is comprised of the following streets (see attached map)
 - Lake Boulevard from 17th Avenue East to the Municipal Boundary
 - Poplar Avenue from Helen Street North to Swan Avenue East
 - Swan Avenue East from Lake Boulevard to Poplar Avenue East
 - 19th Avenue East from Helen Street North to Century Avenue
 - Park ROW from 19th Avenue East to 20th Avenue East
 - 20th Avenue East from Park ROW to Century Avenue
 - 11th Avenue from McKnight Road to Castle Ave
 - Castle Avenue from 11th Avenue to 12th Avenue
 - 12th Avenue from Castle Avenue to Margaret St N
 - 14th Avenue from McKnight Road to 3rd St. N
- The attached letter of recommendation and bid tabulation summary indicates the recommended low bidder as Northdale Construction Co., Inc. of Albertville MN, with a grand total bid of \$2,734,965.19.
- If awarded by Council, staff's anticipated schedule for the project improvements includes a tentative earliest possible construction start in mid July 2018 within seven days of contractor receipt of Notice to Proceed, and a specified final completion date of April 1, 2019.

Recommendation: It is recommended the City Council accept bids and award by resolution a construction contract for the 2018 Street and Utility Improvements Project – Bid Package 1.

Attachments:

Resolution Accepting Bids and Awarding Contract

Letter of Recommendation

Certified Bid Tabulation Summary

Respectfully submitted,

/s/ MD by mm

Morgan Dawley, PE
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

**RESOLUTION ACCEPTING BIDS AND AWARDING A
CONSTRUCTION CONTRACT FOR THE
2018 STREET AND UTILITY IMPROVEMENT PROJECT – BID PACKAGE 1**

WHEREAS, THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA (“Council”) was presented Feasibility Study (“Study”) from the City Engineer at the City Council Meeting on August 15, 2017 (“Meeting”) regarding the 2018 Street and Utility Improvement Project (“Project”); and,

WHEREAS, the 2018 Street and Utility Improvements Project (“Project”) location is: Lake Boulevard from 19th Avenue East to Lydia Avenue/Joy Road; Poplar Avenue from Helen Street North to Swan Avenue East; Swan Avenue East from Lake Boulevard to Poplar Avenue; 19th Avenue East from Helen Street North to Century Avenue; Park Row from 19th Avenue East to 20th Avenue East; 20th Avenue East from Park Row to Century Avenue; and, 11th Avenue from McKnight Road to Castle Ave; and, Castle Avenue from 11th Avenue to 12th Avenue; and, 12th Avenue from Castle Avenue to Margaret St N; and, 14th Avenue from McKnight Road to 3rd St. N

WHEREAS, the Project improvements shall include replacement and lining of sanitary sewer, replacement and pipe bursting of water public main lines,

WHEREAS, pursuant to authorization passed by the Council May 15, 2018 for the 2018 Street and Utility Improvements Project, the consultant City Engineer Morgan Dawley, WSB & Associates, Inc., prepared and published the advertisement for bids and received bids; and,

WHEREAS, on Tuesday June 26, 2018 bids were opened and tabulated according to law, and the following bids were received complying with the advertisement:

CONTRACTOR	TOTAL BID
Geislinger & Sons	\$2,973,807.75
Minger Construction Co., Inc.	\$3,096,611.97
Northdale Construction Co., Inc.	\$2,734,965.19

WHEREAS, it appears that Northdale Construction Co., Inc. is the lowest responsive bidder with a grand total bid of \$2,734,965.19.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA:

1. The Mayor and City Manager are hereby authorized and directed to enter into the attached contract with Northdale Construction Co., Inc in the name of the City of North St. Paul for the improvement of the 2018 Street and Utility Improvement

Project - Bid Package 1 according to the plans and specifications, therefor approved by the city council and on file in the office of the city clerk.

2. The City Clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

ADOPTED this 3rd day of July, 2018.

Motion by Council Member _____

Second by Council Member _____

Voting: Aye: Council Member
 Council Member
 Council Member
 Council Member
 Mayor

Nay: None

Abstain: None

Absent: None

Michael R. Kuehn, Mayor

Attest: _____
Mary Mills, City Clerk



June 26, 2018

Honorable Mayor and City Council
City of North St. Paul
2400 Margaret Street North
North St. Paul, MN 55109

Re: 2018 Street and Utility Improvement Project
Bid Package No. 1
City Project No. S.A.D. 18-01
City of North St. Paul, MN
WSB Project No. R-011721-000

Dear Mayor and Council Members:

Bids were received for the above-referenced project on Tuesday, June 26, 2018, and were opened and read aloud. Three bids were received. The bids were checked for mathematical accuracy and tabulated. Please find enclosed the bid tabulation indicating Northdale Construction Company, Inc., Albertville, Minnesota, as the low bidder with a grand total bid amount of \$2,734,965.19.

We recommend that the City Council consider these bids and award a contract for the grand total bid in the amount of \$2,734,965.19 to Northdale Construction Company, Inc. based on the results of the bids received.

If you have any questions, please contact me at (763) 512-5243.

Sincerely,

WSB & Associates, Inc.

A handwritten signature in black ink, reading "Brad A. Reifsteck".

Brad A. Reifsteck, PE
Sr. Project Manager

Enclosure

cc: Dr. Craig Waldron, City of North St. Paul
Mary Mills, City of North St. Paul
Debra Gustafson, City of North St. Paul
Laurie Koehnle, City of North St. Paul
Nick Fleischhacker, City of North St. Paul
Cynthia Govan, City of North St. Paul
Morgan Dawley, WSB & Associates, Inc.

srb

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BID TABULATION SUMMARY

PROJECT:

2018 Street and Utility Improvement Project

Bid Package No. 1

City Project No. S.A.D. 18-01

OWNER:

City of North St. Paul, MN

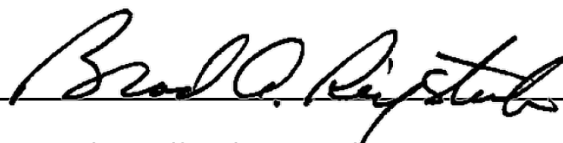
WSB PROJECT NO.:

R-011721-000

BIDS OPENED: Tuesday, June 26, 2018, at 10:00 a.m. Local Time

Contractor	Bid Bond (5%)	Add. #1 Rec'd.	Add. #2 Rec'd.	Add. #3 Rec'd.	Grand Total Bid
1 Northdale Construction Company, Inc.	X	X	X	X	\$2,734,965.19
2 Geislinger & Sons, Inc.	X	X	X	X	\$2,973,807.75
3 Minger Construction Companies, Inc.	X	X	X	X	\$3,096,611.97

I hereby certify that this is a true and correct tabulation of the bids as received on June 26, 2018.



Brad A. Reifsteck, PE, Project Manager

 Denotes corrected figure

Agenda Information Memorandum
North St. Paul City Council
July 3, 2018

FROM THE OFFICE OF THE CITY ENGINEER

Subject: ADA Transition Plan

To: Honorable Mayor and City Council

Background/Facts:

- The City's sidewalk and trail network includes curb ramps, traffic signals, and other amenities that assist individuals traveling by foot, wheelchair, or other nonmotorized methods. The American Disabilities Act sets design standards for public rights of way to meet the needs of people of all abilities.
- Local agencies are required to evaluate its facilities that do not meet the requirements set forth in the American with Disabilities Act (ADA), and develop a transition plan for structural changes to facilities that are needed to achieve program accessibility. This requirement has been in effect since 1992, but many cities have only begun to address this requirement.
- In 2017, the Minnesota Department of Transportation notified cities that work on ADA Transition Plans for the public right-of-way needs to be underway in order to avoid the possibility of losing or being eligible for future federal transportation funding.
- The City has contracted with WSB & Associates, Inc. (WSB) to prepare an ADA Transition Plan for North St. Paul. The ADA Transition Plan includes an evaluation of the existing City-owned sidewalk and trail network including pedestrian access ramps.
- A public meeting was held on June 14th to collect initial input as part of the preparation of an ADA Transition Plan. Three people attended the meeting. Additional public outreach will occur upon adoption as part of the plan implementation.
- The ADA Transition Plan provides a framework for providing ADA accessible facilities, programs, and services. On-going implementation will be needed, and this document will be updated periodically to incorporate other program and service evaluations.
- The ADA Transition Plan document has been completed and will be presented at the City Council Meeting.

Recommendation:

It is recommended that the City Council adopt the ADA Transition Plan.

Attachments:

Resolution

ADA Transition Plan

Presentation

Respectfully submitted,

/s/ MD by mm

Morgan Dawley
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

/s/ CW by mm

Dr. Craig Waldron
City Manager

JULY 3, 2018



**NORTH
ST. PAUL**
extraordinary.

ADA TRANSITION PLAN

CITY OF NORTH ST. PAUL
2400 MARGARET STREET

1. INTRODUCTION

A. TRANSITION PLAN NEED AND PURPOSE

The Americans with Disabilities Act (ADA), enacted on July 26, 1990, is a civil rights law prohibiting discrimination against individuals on the basis of disability. ADA consists of five titles outlining protections in the following areas:

1. Employment
2. State and local government services
3. Public accommodations
4. Telecommunications
5. Miscellaneous Provisions

Title II of ADA pertains to the programs, activities and services public entities provide. As a provider of public transportation services and programs, the City of North St. Paul must comply with this section of the Act as it specifically applies to public service agencies. Title II of ADA provides that, "...no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." ([42 USC. Sec. 12132](#); [28 CFR. Sec. 35.130](#))

As required by Title II of [ADA, 28 CFR. Part 35 Sec. 35.105 and Sec. 35.150](#), the City of North St. Paul has conducted a self-evaluation of its facilities within public rights of way and has developed this Transition Plan detailing how the organization will ensure that all of those facilities are accessible to all individuals.

B. ADA AND ITS RELATIONSHIP TO OTHER LAWS

Title II of ADA is companion legislation to two previous federal statutes and regulations: the [Architectural Barriers Acts of 1968](#) and [Section 504 of the Rehabilitation Act](#) of 1973.

The Architectural Barriers Act of 1968 is a Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Section 504 of the Rehabilitation Act of 1973 is a Federal law that protects qualified individuals from discrimination based on their disability. The nondiscrimination requirements of the law apply to employers and organizations that receive financial assistance from any Federal department or agency. Title II of ADA extended this coverage to all state and local government entities, regardless of whether they receive federal funding or not.

C. AGENCY REQUIREMENTS

Under Title II, the City of North St. Paul must meet these general requirements:

- Must operate their programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities ([28 C.F.R. Sec. 35.150](#)).
- May not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability ([28 C.F.R. Sec. 35.130 \(a\)](#)).
- Must make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result ([28 C.F.R. Sec. 35.130\(b\) \(7\)](#)).
- May not provide services or benefits to individuals with disabilities through programs that are separate or different unless the separate or different measures are necessary to ensure that benefits and services are equally effective ([28 C.F.R. Sec. 35.130\(b\)\(iv\) & \(d\)](#)).
- Must take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others ([29 C.F.R. Sec. 35.160\(a\)](#)).
- Must designate at least one responsible employee to coordinate ADA compliance [[28 CFR Sec. 35.107\(a\)](#)]. This person is often referred to as the "ADA Coordinator." The public entity must provide the ADA coordinator's name, office address, and telephone number to all interested individuals [[28 CFR Sec. 35.107\(a\)](#)].
- Must provide notice of ADA requirements. All public entities, regardless of size, must provide information about the rights and protections of Title II to applicants, participants, beneficiaries, employees, and other interested persons [[28 CFR Sec. 35.106](#)]. The notice must include the identification of the employee serving as the ADA coordinator and must provide this information on an ongoing basis [[28 CFR Sec. 104.8\(a\)](#)].
- Must establish a grievance procedure. Public entities must adopt and publish grievance procedures providing for prompt and equitable resolution of complaints [[28 CFR Sec. 35.107\(b\)](#)]. This requirement provides for a timely resolution of all problems or conflicts related to ADA compliance before they escalate to litigation and/or the federal complaint process.

2. SELF-EVALUATION

A. OVERVIEW

The City of North St. Paul is required, under Title II of the Americans with Disabilities Act (ADA) and 28CFR35.105, to perform a self-evaluation of its current transportation infrastructure policies, practices, and programs. This self-evaluation will identify what policies and practices impact accessibility and examine how the City of North St. Paul implements these policies. The goal of the self-evaluation is to verify that, in implementing the City's policies and practices, the City is providing accessibility and not adversely affecting the full participation of individuals with disabilities.

The self-evaluation also examines the condition of the City's Pedestrian Circulation Route/Pedestrian Access Route) (PCR/PAR) and identifies potential need for PCR/PAR infrastructure improvements. This will include the sidewalks, curb ramps, bicycle/pedestrian trails, traffic control signals and transit facilities that are located within the City rights of way. Any barriers to accessibility identified in the self-evaluation and the remedy to the identified barrier are set out in this transition plan.

B. SUMMARY

In April 2018, North St. Paul conducted an inventory of all pedestrian facilities within the public right of way consisting of the evaluation of the following facilities:

- 20 miles of sidewalks
- 474 curb ramps
- 5 miles of trails
- 11 traffic control signals (one city-owned)
 - 54 push buttons
- 51 bus stops
- 2 Rapid Rectangular Flashing Beacon (RRFB)
 - 4 push buttons

Please note that the inventory included pedestrian facilities within city, county, and state public rights of way. A summary of the inventory results on how the City's facilities relate to ADA standards is found in **Appendix A** and will be updated periodically. ADA Transition Plan updates will occur periodically to incorporate the evaluation of other City services and programs into this document.

The following is a catalogue of city-owned buildings and facilities that are not a part of the inventoried pedestrian routes. Many of these facilities have been remodeled or updated in recent years and were evaluated for ADA compliance consistent with building code requirements at the time of the improvements. As these facilities are identified for future improvements, additional ADA evaluations will be performed as required by the state building code and the ADA.

City of North St. Paul Buildings and Facilities

- City Hall/Police Department/Fire Station - 2400 Margaret Street
- Public Works Building - 2303 North St. Paul Drive
- Ramsey County Library-North St. Paul - 2300 North St. Paul Drive
- Casey Lake Park - 2089 17th Avenue
- Colby Hills Park - 2092 7th Street North
- Dorothy Park - 2916 Lake Boulevard
- Hause Park - 2616 4th Avenue
- Northwood Park - 1850 1st Street
- Polar Park - 2390 Shawnee Drive
- Rotary Park-Gateway Trailhead - 2290 2nd Street North
- Silver Lake Park - 2601 19th Avenue
- Southwood Nature Preserve - 2651 Holloway Avenue
- Tower Park - 2380 14th Avenue
- Veterans Park - 2480 Margaret Street
- Municipal Parking Lot - Seppala Boulevard
- Municipal Parking Lot - Margaret Street North
- Municipal Parking Lot - 7th Avenue East

3. POLICIES AND PRACTICES

A. PREVIOUS PRACTICES

Since the adoption of the ADA, the City of North St. Paul has striven to provide accessible pedestrian features as part of the City's capital improvement projects. As additional information was made available as to the methods of providing accessible pedestrian features, the City updated their procedures to accommodate these methods.

B. POLICY

The City of North St. Paul's goal is to continue to provide accessible pedestrian design features as part of the City capital improvement projects. The City has established ADA design standards and procedures as listed in **Appendix F**. These standards and procedures will be kept up to date with nationwide and local best management practices.

The City will consider and respond to all accessibility improvement requests. All accessibility improvements that have been deemed reasonable will be scheduled consistent with transportation priorities. The City will coordinate with external agencies to ensure that all new or altered pedestrian facilities within the City jurisdiction are ADA compliant to the maximum extent feasible.

Maintenance of pedestrian facilities within the public right of way will continue to follow the policies set forth by the City. All City street reconstruction projects with pedestrian facilities will be designed and constructed in accordance with the most current ADA guidance and design practices to the maximum extent feasible.

Requests for accessibility improvements can be submitted to the ADA Coordinator as identified in **Appendix E**.

4. IMPROVEMENT SCHEDULE

A. PRIORITY AREAS

The City of North St. Paul has identified the Downtown area as a priority for planned accessibility improvement projects as future redevelopment opportunities occur consistent with the Downtown Revitalization Master Plan.

Additional priority will be given to any location where an improvement project or alteration was constructed after January 26, 1991, and accessibility features were omitted.

B. EXTERNAL AGENCY COORDINATION

Many other agencies are responsible for pedestrian facilities within the jurisdiction of North St. Paul, including Ramsey County, MnDOT, MnDNR, and Metro Transit. The City will coordinate with those agencies to track and assist in the facilitation of the elimination of accessibility barriers along their routes.

C. SCHEDULE

The City of North St. Paul has set the following schedule goal for improving the accessibility of its pedestrian facilities within City jurisdiction:

- After 20 years, 80% of accessibility features within the jurisdiction of the City of North St. Paul would be ADA compliant.

5. ADA COORDINATOR

In accordance with 28 CFR 35.107(a), the City of North St. Paul has identified an ADA Title II Coordinator to oversee the City policies and procedures. Contact information for this individual is located in **Appendix E**.

6. IMPLEMENTATION SCHEDULE

The City of North St. Paul will utilize two methods for upgrading pedestrian facilities to the current ADA standards. The first and most comprehensive of the two methods are the scheduled street and utility improvement projects. All pedestrian facilities impacted by these projects will be upgraded to current ADA accessibility standards. The second method is the stand-alone sidewalk and ADA accessibility improvement project. These projects may be incorporated into the Capital Improvement Program (CIP) on a case by case basis as determined by the City of North St. Paul. The City CIP, which includes a detailed schedule and budget for specific improvements, is available on the City's website at <https://www.northstpaul.org/>. The City also has an annual maintenance budget for sidewalk improvements that may be utilized as appropriate.

7. PUBLIC OUTREACH

The City of North St. Paul recognizes that public participation is an important component in the development of this document. Input from the community has been gathered and used to help define priority areas for improvements within the jurisdiction of the City of North St. Paul.

Public outreach for the creation of this document consisted of the following activities:

- The City Council discussed the ADA Transition Plan at a work session on June 5, 2018.
- A public meeting was held on June 14th, 2018, from 4:00 pm to 6:00 pm in the Lobby of the North St. Paul City Hall. Participants had the opportunity to provide input regarding accessibility concerns on the City's sidewalk and trail network.

A summary of the public meeting is located in **Appendix C**.

8. GRIEVANCE PROCEDURE

Under the Americans with Disabilities Act, each agency is required to publish its responsibilities with regards to the ADA. A draft of this public notice is provided in **Appendix D**. If users of the City of North St. Paul facilities and services believe the City has not provided reasonable accommodation, they have the right to file a grievance.

In accordance with 28 CFR 35.107(b), the City has developed a grievance procedure for the purpose of the prompt and equitable resolution of citizens' complaints, concerns, comments, and other grievances. This grievance procedure is outlined in **Appendix D**.

9. MONITOR THE PROGRESS

This document will continue to be updated as conditions within the City evolve. The appendices in this document will be updated periodically, while the main body of the document will be updated every ten years with a future update schedule to be developed at that time. A public comment period will be incorporated into each update.

APPENDICES

- A. SELF-EVALUATION RESULTS**
- B. SCHEDULE / BUDGET INFORMATION**
- C. PUBLIC OUTREACH**
- D. GRIEVANCE PROCEDURE**
- E. CONTACT INFORMATION**
- F. AGENCY ADA DESIGN STANDARDS AND PROCEDURES**
- G. GLOSSARY OF TERMS**

APPENDIX A – SELF-EVALUATION RESULTS

This initial self-evaluation of pedestrian facilities yielded the following results for City-owned facilities within the public right of way:

- 57% of sidewalks met accessibility criteria
- 9% of curb ramps met accessibility criteria
- 79% of trails met accessibility criteria

APPENDIX B – SCHEDULE / BUDGET INFORMATION

1. UNIT PRICES

Construction costs for upgrading facilities can vary depending on each individual improvement and conditions of each site. Costs can also vary on the type and size of project the improvements are associated with. Listed below are representative 2018 costs for some typical accessibility improvements based on if the improvements are included as part of a retrofit type project, or as part of a larger comprehensive capital improvement project.

Intersection corner ADA improvement retrofit: +/- \$4,000 per corner

Intersection corner ADA improvement as part of adjacent capital project: +/- \$1,500 per corner

Traffic control signal APS upgrade retrofit: +/- \$15,000

Traffic control signal APS upgrade as part of full traffic control signal installation: +/- \$10,000

Sidewalk / Trail ADA improvement retrofit: +/- \$5.00 per SF

Sidewalk / Trail ADA improvement as part of adjacent capital project: +/- \$3.50 per SF

Bus Stop ADA improvement retrofit: +/- \$400 per stop

Bus Stop ADA improvement as part of adjacent capital project: +/- \$250 per stop

2. ESTIMATED COSTS

Based on the results of the self-evaluation, the estimated costs associated with providing ADA accessibility for city-owned facilities within the public right of way is \$1,870,000. This amount signifies a significant investment that the City of North St. Paul is committed to making in the upcoming years. A systematic approach to providing accessibility will be taken in order to absorb the cost into the City of North St. Paul budget for improvements to the public right of way. Additional city contributions may be required as part of county and state roadway improvements based on cost participation policies as they upgrade facilities consistent with their respective ADA Transition Plan goals and objectives.

The City of North St. Paul Capital Improvement Plan (CIP), which includes a detailed schedule and budget for specific improvements, is available on the City's website at: <https://www.northstpaul.org/>.

	Replace	Unit Cost	Subtotal	Total
Sidewalk	168,617 SF	\$ 5.00 /SF	\$ 843,085.67	\$ 1,871,726.26
Trail	22,128 SF	\$ 5.00 /SF	\$ 110,640.59	
Curb Ramps	301 Each	\$ 3,000.00 /Each	\$ 903,000.00	
Signals	1 Each	\$15,000.00 /Each	\$ 15,000.00	

APPENDIX C – PUBLIC OUTREACH

On June 14th, 2018 a public information meeting was held at City Hall for participants to learn about the City's efforts to prepare an ADA Transition Plan. City staff were available to discuss the purpose of preparing the ADA Transition Plan and accessibility concerns on the City's sidewalk and trail network. Materials were provided for review and discussion (see section 2). Three people attended the public meeting.

Additional public outreach efforts will be provided as the City implements its plan and over time as improvements are made.

1. PUBLIC MEETING NOTICE

The screenshot shows the City of North St. Paul website. At the top, there are banners for 'OPEN HOUSE', 'Downtown Revitalization Open House - Tonight!', and 'Severe Weather Drill'. The main header features the city logo and name 'NORTH ST. PAUL extraordinary.' with a search bar. Below the header is a navigation menu with links: 'HOW DO I...', 'COMMUNITY', 'BUSINESS', 'GOVERNMENT', and 'SERVICES'. The main content area is titled 'Calendar' and includes a 'Calendar' section with a description: 'View All Calendars is the default. Choose Select a Calendar to view a specific calendar. Subscribe to calendar notifications by clicking on the Notify Me® button, and you will automatically be alerted about the latest events in our community.' Below this are tabs for 'List', 'Week', and 'Month'. A search bar is present with fields for 'Start date', 'End date', and 'Search', along with a 'Show Past Events' checkbox and a 'Select a Calendar' dropdown. The 'Event Details' section for the 'City to host Open House for ADA Transition Plan' is highlighted. It includes a 'Thursday, June 14, 2018' date and a description: 'The City of North St. Paul is hosting a public open house to collect input as part of the preparation of an ADA Transition Plan. Join us on Thursday, June 14, 2018 from 4:00 pm to 6:00 pm at City Hall. The public is invited to provide input regarding accessibility concerns on the City's sidewalk and trail network. Information collected will be used to create a transition plan outlining timelines and strategies to address non-compliant pedestrian facilities. The City's sidewalk and trail network includes curb ramps, traffic signals, and other amenities that assist individuals traveling by foot, wheelchair, or other nonmotorized methods. The American Disabilities Act sets design standards for public rights of way to meet the needs of people of all abilities. Public input is an important part of the process for the City to plan strategies and timelines for addressing current ADA standards.' To the right of the description, event details are listed: 'Date: June 14, 2018', 'Time: 4:00 PM - 6:00 PM', 'Location: City Hall', and 'Address: 2400 Margaret Street, North St. Paul, MN 55109'. Social media sharing icons for Facebook, Twitter, LinkedIn, and Email are at the bottom right. The footer shows the URL 'www.northstpaul.org/9/How-Do-I' and an 'Enable' button.

OPEN HOUSE

Downtown Revitalization Open House - Tonight!
Read On...

Severe Weather Drill
Read On...

NORTH ST. PAUL
extraordinary.

SEARCH...

HOW DO I... COMMUNITY BUSINESS GOVERNMENT SERVICES

Home > Calendar

Calendar

View All Calendars is the default. Choose Select a Calendar to view a specific calendar. Subscribe to calendar notifications by clicking on the Notify Me® button, and you will automatically be alerted about the latest events in our community.

List Week Month

Find a Facility Notify Me Submit an Event Subscribe to iCalendar

Search calendar by:
Start date End date Search Show Past Events Select a Calendar

Event Details [Return to Previous](#) [View Map](#)

City to host Open House for ADA Transition Plan

Thursday, June 14, 2018

The City of North St. Paul is hosting a public open house to collect input as part of the preparation of an ADA Transition Plan. Join us on Thursday, June 14, 2018 from 4:00 pm to 6:00 pm at City Hall. The public is invited to provide input regarding accessibility concerns on the City's sidewalk and trail network. Information collected will be used to create a transition plan outlining timelines and strategies to address non-compliant pedestrian facilities. The City's sidewalk and trail network includes curb ramps, traffic signals, and other amenities that assist individuals traveling by foot, wheelchair, or other nonmotorized methods. The American Disabilities Act sets design standards for public rights of way to meet the needs of people of all abilities. Public input is an important part of the process for the City to plan strategies and timelines for addressing current ADA standards.

Date: June 14, 2018
Time: 4:00 PM - 6:00 PM
Location: City Hall
Address: 2400 Margaret Street
North St. Paul, MN 55109

f t in e

www.northstpaul.org/9/How-Do-I

Enable

2. PUBLIC MEETING MATERIALS

City of North St. Paul ADA Transition Plan and Inventory

Public Information Meeting

June 14, 2018



Background

- The Americans with Disabilities Act (ADA) prohibits the discrimination of individuals on the basis of disability. Title II of the ADA covers programs, activities and services provided by public entities.
- The City's sidewalk and trail network includes curb ramps, traffic signals, and other amenities that assist individuals traveling by foot, wheelchair, or other nonmotorized methods.
- Local agencies are required to evaluate its facilities that do not meet the requirements set forth in the ADA, and develop a transition plan for structural changes to facilities that are needed to achieve program accessibility.



Purpose of ADA Transition Plan

- Prepare self-evaluation of existing sidewalk and trail facilities including pedestrian access ramps.
- Establish ADA design standards for new facilities.
- Develop a plan and schedule for achieving compliance in accordance with the ADA.



Steps to Compliance

- Step 1:** Designate an ADA Coordinator
- Step 2:** Provide public notice about ADA requirements
- Step 3:** Establish a grievance procedure
- Step 4:** Develop design standards, specifications, and details
- Step 5:** Assign personnel for the development and completion of a Transition Plan
- Step 6:** Approve a schedule and budget to implement the Transition Plan
- Step 7:** Monitor progress on the implementation of the Transition Plan



Self-Evaluation Sidewalks and Trails

- 20 miles of sidewalks
- 5 miles of trails
- 11 traffic control signals (1 city-owned)
- 474 curb ramps
- 51 bus stops

Includes city, county, and state facilities

Schedule / Next Steps

- June – Complete inventory and draft ADA Transition Plan
- June 14th – Public meeting
- July 3rd – Present inventory results and final plan to City Council
- Upon Adoption – Plan implementation in coordination with Capital Improvement Plan, Maintenance, and other facility improvements



3. PUBLIC MEETING SIGN-IN SHEET



North St. Paul ADA Transition Plan
Information Meeting June 14, 2018

Please Sign In:

NAME	ADDRESS	E-MAIL ADDRESS
Roy Backlund		
Candy Petersen		
ELAINE DARTON		

APPENDIX D – GRIEVANCE PROCEDURE

As part of the ADA requirements the City has posted the following notice outlining its ADA requirements:

1. PUBLIC NOTICE

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990, the City of North St. Paul will not discriminate against qualified individuals with disabilities on the basis of disability in City services, programs, or activities.

Employment: The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the Americans with Disabilities Act (ADA).

Effective Communication: The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. For example, individuals with service animals are welcomed in City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact the City's designated ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

2. CITY OF NORTH ST. PAUL GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of North St. Paul. The City's Personnel Policy governs employment-related complaints of disability discrimination.

Citizens may contact the ADA Coordinator using the contact information below to discuss ADA issues without filing a formal grievance procedure. The City recognizes that contacting staff informally to discuss ADA issues does not limit a person's ability or right to file a formal grievance at a later date.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Keith Stachowski
ADA Coordinator
2400 Margaret Street
North St. Paul, MN 55109**

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or assigned designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or assigned designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of North St. Paul and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or assigned designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or assigned designee.

Within 15 calendar days after receipt of the appeal, the City Manager or assigned designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or assigned designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or assigned designee, appeals to the City Manager or assigned designee, and responses from these two offices will be retained by the City of North St. Paul for at least seven years.

Complaints of Title II violations may also be filed with the DOJ within 180 days of the date of discrimination. In certain situations, cases may be referred to a mediation program sponsored by the Department of Justice (DOJ). The DOJ may bring a lawsuit where it has investigated a matter and has been unable to resolve violations.

For more information, contact:

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Disability Rights Section - NYAV
Washington, D.C. 20530
www.ada.gov
(800) 514-0301 (voice – toll free)
(800) 514-0383 (TTY)

Title II may also be enforced through private lawsuits in Federal court. It is not necessary to file a complaint with the DOJ or any other Federal agency, or to receive a "right-to-sue" letter, before going to court.

City of North St. Paul

**Title II of the Americans with Disabilities Act
Section 504 of the Rehabilitation Act of 1973
Discrimination Complaint Form**

Instructions: Please fill out this form completely, in black ink or type. Sign and return to the address on page 3.

Complainant: _____

Address: _____

City, State and Zip Code: _____

Telephone: _____

Home: _____

Business: _____

Person Discriminated Against (if other than the complainant): _____

Address: _____

City, State, and Zip Code: _____

Telephone: _____ Home: _____ Business: _____

Government, or organization, or institution which you believe has discriminated

Name: _____

Address: _____

County: _____

City, State and Zip Code: _____

Telephone Number: _____

When did the discrimination occur? _____ Date: _____

Describe the acts of discrimination providing the name(s) where possible of the individuals who discriminated (use space on page 3 if necessary):

Have efforts been made to resolve this complaint through the internal grievance procedure of the government, organization, or institution?

Yes _____ No _____

If yes: what is the status of the grievance?

Has the complaint been filed with another bureau of the Department of Justice or any other Federal, State, or local civil rights agency or court?

Yes _____ No _____

If yes:

Agency or Court: _____

Contact Person: _____

Address: _____

City, State, and Zip Code: _____

Telephone Number: _____

Date Filed: _____

Do you intend to file with another agency or court?

Yes_____ No_____

Agency or Court: _____

Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Additional space for answers:

Signature: _____

Date: _____

Return to:

**Keith Stachowski
ADA Coordinator
2400 Margaret Street
North St. Paul, MN 55109**

APPENDIX E – CONTACT INFORMATION

1. ADA TITLE II COORDINATOR

Name: Keith Stachowski
Address: 2400 Margaret Street

Phone: 651-747-2409
E-mail: keith.stachowski@northstpaul.org

2. PUBLIC RIGHT OF WAYS ADA IMPLEMENTATION COORDINATOR

Name: Keith Stachowski
Address: 2400 Margaret Street

Phone: 651-747-2409
E-mail: keith.stachowski@northstpaul.org

APPENDIX F – AGENCY ADA DESIGN STANDARDS AND PROCEDURES

1. DESIGN PROCEDURES

Intersection Corners

Curb ramps or blended transitions will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for an intersection corner to achieve full accessibility within the scope of any project. Those limitations will be noted and those intersection corners will remain on the transition plan. As future projects or opportunities arise, those intersection corners shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each intersection corner shall be made as compliant as possible in accordance with the judgment of City staff.

Sidewalks / Trails

Sidewalks and trails will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for segments of sidewalks or trails to achieve full accessibility within the scope of any project. Those limitations will be noted and those segments will remain on the transition plan. As future projects or opportunities arise, those segments shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, every sidewalk or trail shall be made as compliant as possible in accordance with the judgment of City staff.

Traffic Control Signals

Traffic control signals will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual traffic control signal locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each traffic signal control location shall be made as compliant as possible in accordance with the judgment of City staff.

Bus Stops

Bus stops will attempt to be constructed or upgraded to achieve compliance within all capital improvement projects. There may be limitations which make it technically infeasible for individual bus stop locations to achieve full accessibility within the scope of any project. Those limitations will be noted and those locations will remain on the transition plan. As future projects or opportunities arise, those locations shall continue to be incorporated into future work. Regardless on if full compliance can be achieved or not, each bus stop location shall be made as compliant as possible in accordance with the judgment of City staff.

Other Transit Facilities

Additional transit facilities are present within the limits of the City of North St. Paul. Those facilities fall under the jurisdiction of Metro Transit. The City of North St. Paul will work with Metro Transit to ensure that those facilities meet all appropriate accessibility standards.

Other policies, practices and programs

Policies, practices and programs not identified in this document will follow the applicable ADA standards.

2. DESIGN STANDARDS

The City of North St. Paul generally follows PROWAG, as adopted by the Minnesota Department of Transportation (MnDOT), as its design standard. Refer to MnDOT Accessibility Design Guidance for current standards on the MnDOT website at: <http://www.dot.state.mn.us/ada/design.html>.

APPENDIX G – GLOSSARY OF TERMS

ABA: See Architectural Barriers Act.

ADA: See Americans with Disabilities Act.

ADA Transition Plan: Mn/DOT's transportation system plan that identifies accessibility needs, the process to fully integrate accessibility improvements into the Statewide Transportation Improvement Program (STIP), and ensures all transportation facilities, services, programs, and activities are accessible to all individuals.

ADAAG: See Americans with Disabilities Act Accessibility Guidelines.

Accessible: A facility that provides access to people with disabilities using the design requirements of the ADA.

Accessible Pedestrian Signal (APS): A device that communicates information about the WALK phase in audible and vibrotactile formats.

Alteration: A change to a facility in the public right-of-way that affects or could affect access, circulation, or use. An alteration must not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site.

Americans with Disabilities Act (ADA): The Americans with Disabilities Act; Civil rights legislation passed in 1990 and effective July 1992. The ADA sets design guidelines for accessibility to public facilities, including sidewalks and trails, by individuals with disabilities.

Americans with Disabilities Act Accessibility Guidelines (ADAAG): contains scoping and technical requirements for accessibility to buildings and public facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990.

APS: See Accessible Pedestrian Signal.

Architectural Barriers Act (ABA): Federal law that requires facilities designed, built, altered or leased with Federal funds to be accessible. The Architectural Barriers Act marks one of the first efforts to ensure access to the built environment.

Capital Improvement Program (CIP): The CIP for the Transportation Department includes an annual capital budget and a five-year plan for funding the new construction and reconstruction projects on the city's transportation system.

Detectable Warning: A surface feature of truncated domes, built in or applied to the walking surface to indicate an upcoming change from pedestrian to vehicular way.

DOJ: See United States Department of Justice

Federal Highway Administration (FHWA): A branch of the US Department of Transportation that administers the federal-aid Highway Program, providing financial assistance to states to construct and improve highways, urban and rural roads, and bridges.

FHWA: See Federal Highway Administration

MnDOT: Minnesota Department of Transportation

MnDNR: Minnesota Department of Natural Resources

Pedestrian Access Route (PAR): A continuous and unobstructed walkway within a pedestrian circulation path that provides accessibility.

Pedestrian Circulation Route (PCR): A prepared exterior or interior way of passage provided for pedestrian travel.

PROWAG: An acronym for the *Guidelines for Accessible Public Rights-of-Way* issued in 2005 by the U. S. Access Board. This guidance addresses roadway design practices, slope, and terrain related to pedestrian access to walkways and streets, including crosswalks, curb ramps, street furnishings, pedestrian signals, parking, and other components of public rights-of-way.

Right of Way: A general term denoting land, property, or interest therein, usually in a strip, acquired for the network of streets, sidewalks, and trails creating public pedestrian access within a public entity's jurisdictional limits.

Section 504: The section of the Rehabilitation Act that prohibits discrimination by any program or activity conducted by the federal government.

Uniform Accessibility Standards (UFAS): Accessibility standards that all federal agencies are required to meet; includes scoping and technical specifications.

United States Access Board: An independent federal agency that develops and maintains design criteria for buildings and other improvements, transit vehicles, telecommunications equipment, and electronic and information technology. It also enforces accessibility standards that cover federally funded facilities.

United States Department of Justice (DOJ): The United States Department of Justice (often referred to as the Justice Department or DOJ), is the United States federal executive department responsible for the enforcement of the law and administration of justice.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-xxx
RESOLUTION ADOPTING THE
ADA TRANSITION PLAN

WHEREAS, the City of North St. Paul has a sidewalk and trail network that includes curb ramps, traffic signals, and other amenities that assist individuals traveling by foot, wheelchair, or other nonmotorized methods; and

WHEREAS, the American Disabilities Act sets design standards for public rights of way to meet the needs of people of all abilities; and

WHEREAS, local agencies are required to evaluate its facilities that do not meet the requirements set forth in the American with Disabilities Act (ADA), and develop a transition plan for structural changes to facilities that are needed to achieve program accessibility; and

WHEREAS, the City of North St. Paul has prepared an ADA Transition Plan that includes an evaluation of the existing City-owned sidewalk and trail network including pedestrian access ramps; and

WHEREAS, a public meeting was held on June 14th to collect input as part of the preparation of an ADA Transition Plan; and

WHEREAS, the ADA Transition Plan provides a framework for structural changes to facilities to achieve ADA compliance.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of North St. Paul, it hereby adopts the ADA Transition Plan.

ADOPTED this 3rd day of July 2018.

Motion by Council Member
Second by Council Member

Voting: Aye: Council Member
Council Member
Council Member
Council Member
Mayor

Nay:

Absent:

Abstain:

/s/ Michael R. Kuehn, Mayor

Attest: /s/ Dr. Craig Waldron, Interim City Manager

As Deputy Clerk of the City of North St. Paul, I hereby certify that this Resolution is a true and correct copy of the one adopted by the City Council at a regular meeting held on the 3rd day of July, 2018.

Mary H. Mills, Deputy Clerk

City of North St. Paul ADA Transition Plan

City Council Meeting
July 3, 2018



Background

- The Americans with Disabilities Act (ADA) prohibits the discrimination of individuals on the basis of disability.
- Local agencies are required to evaluate its facilities that do not meet the requirements set forth in the ADA, and develop a transition plan for structural changes to facilities that are needed to achieve program accessibility.
- MnDOT and FHWA have made recent efforts to ensure local agencies have ADA Transition Plans.



Purpose of ADA Transition Plan

- Develop policies and practices for public to provide input on ADA concerns.
- Develop a plan and schedule for achieving compliance in accordance with the ADA.
- Prepare self-evaluation of existing sidewalk and trail facilities including pedestrian access ramps.
- Establish ADA design standards for new facilities.



Steps to Compliance

- Step 1: Designate an ADA Coordinator**
- Step 2: Provide public notice about ADA requirements**
- Step 3: Establish a grievance procedure**
- Step 4: Develop design standards, specifications, and details**
- Step 5: Assign personnel for the development and completion of a Transition Plan**
- Step 6: Approve a schedule and budget to implement the Transition Plan**
- Step 7: Monitor progress on the implementation of the Transition Plan**



Public Notice, Grievance Procedure & ADA Coordinator

- City required to publish its responsibilities regarding ADA.
- If users of the facilities believe the City is not providing reasonable accommodation, they have the right to file a grievance.
- Grievance procedures and form are outlined in Appendix D.
- ADA Coordinator: Keith Stachowski



Self-Evaluation City-Owned Sidewalks and Trails

Inventory:

- 15 miles of sidewalks
- 2.25 miles of trails
- 326 curb ramps

Results:

- 57% of sidewalks met accessibility criteria
- 79% of trails met accessibility criteria
- 9% of curb ramps met accessibility criteria
- Estimated cost to achieve compliance: \$1.8 Million



Implementation Approach

- Priority area – Downtown North St. Paul
- Policy Approaches:
 - Incorporate improvements into CIP projects (already do this)
 - Standalone projects as determined by Council (case-by-case basis)
 - Annual maintenance budget as appropriate (case-by-case basis)
- Goal: After 20 years, 80% of accessible features will be ADA compliant
- Follow ADA design standards best practices (MnDOT, PROWAG)
- Coordination with Ramsey County, MnDOT, Metro Transit, DNR as their facilities are improved



Public Outreach

- June 14th – Public meeting held
 - First step in public input process
 - Notified via website, calendar, cable tv, social media
 - Three people attended
- Following adoption, plan will be posted on-line and article will be prepared
- Public input key as part of on-going plan implementation



Questions?

**ADA Transition Plan
City Council Meeting
July 3, 2018**

