CITY OF NORTH ST. PAUL
CITY COUNCIL
REGULAR MEETING AGENDA
NOVEMBER 20, 2018
6:30 PM

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

I. CALL TO ORDER

Mayor for the Day winners will be present to call the meeting 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

Fire Prevention Poster Winner Awards

VI. CONSENT AGENDA

A. General accounts payable: $2,213,785.48
B. HRA accounts payable: $14,962.35
C. Special Event Permit, Holiday Hop, Saturday, December 1, 2018
D. Third Quarter Financial Report 2018
E. Gas Franchise Renewal, Ordinance No. 775
F. Stipulation Agreements
G. Release Agreements
H. MnDOT Master Agreement

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

A. 6:45 p.m. Dangerous Dog Designation

IX. CITY BUSINESS ACTION ITEMS & RECOMMENDATIONS

A. Accept Dr. Craig Waldron notice of retirement
B. Appoint Scott Duddeck as Interim City Manager
C. Approval of Letter of Understanding on old City Hall site
D. Approval of Letter of Understanding for Margaret Street site
E. Approval of Conditional Use Permit for 2736 20th Avenue
F. Receive Final Downtown Master Plan

X. REPORTS OF CITY MANAGER & DEPARTMENTS

XI. REPORTS OF COUNCIL, COMMISSIONS & COMMITTEES

XII. GENERAL BUSINESS

XIII. CLOSED SESSION

Pursuant to Minn. Stat. 13D.03 the workshop session shall be closed to consider strategy for upcoming Labor Contract Negotiations with the groups listed here:

1. AFSCME Council 5 representing the Essential Employees
2. AFSCME Council 5 representing the Non-Essential Employees
3. LELS Local No. 298 representing the Police Sergeants
4. LELS Local No. 211 representing the Police Patrol Officers
5. Teamsters Local No. 320 representing the Public Works and Electric Employees
6. IBEW Local No. 160 representing the Supervisory Unit

XIV. ADJOURNMENT

The next regularly scheduled City Council meeting is Tuesday, December 4, 2018 at 6:30 p.m.

November 13, 2018

NORTH ST.PAUL
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North St. Paul Fire Department
2018 Fire Prevention Week Poster Contest Winners

LOOK. LISTEN. LEARN.

Be aware. Fire can happen anywhere.

Kindergarten – 1st Grade

1st Place:	Tafadzwa Kariatsande	1st Grade	Christ Lutheran
2nd Place:	Halie Kuehn	1st Grade	Christ Lutheran
3rd Place:	Anna Wakeman	1st Grade	Christ Lutheran

2nd Grade – 3rd Grade

1st Place:	Daisy Cole	3rd Grade	Webster
2nd Place:	Elias Moldan	2nd Grade	Cowern
3rd Place:	Haley Bakken	3rd Grade	Richardson

4th Grade – 5th Grade

1st Place:	Charlotte Timmers	4th Grade	St. Peter
2nd Place:	Jersuha Mittelstadt	4th Grade	Christ Lutheran
3rd Place:	Lyla Lear	4th Grade	St. Peter

The 2018 Fire Prevention Week Poster Contest received over 500 entries from the elementary schools in North St. Paul. The North St. Paul Fire Department appreciates these students' hard work and dedication to fire prevention and safety.

FIRE NORTH ST. PAUL

2400 Margaret Street, North St. Paul, MN 55109 | northstpaul.org | office 651.747.2405 | fax 651.747.2550

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MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: November 20, 2018
SUBJECT: Recommendation of approval of GENERAL claims list.

Claim Date				
10/26/2018	Payroll Register DD		$110,921.04	
10/26/2018	Payroll Direct Payables		$96,499.17	
10/26/2018	Fire Payroll Register DD		$9,531.36	
10/26/2018	Fire Payroll Direct Payables		$2,722.06	
10/26/2018	Payroll Direct Payable Checks	132061-132069	$14,009.70	
11/9/2018	Payroll Register DD		$110,084.03	
11/9/2018	Payroll Direct Payables		$94,439.78	
		Payroll Subtotal	$438,207.14	
11/2/2018	Early Release Packet		$ 358,569.91	Approved by Craig Waldron
11/21/2018	Park Rental Refunds	132227-132232	$ 1,800.00	
11/21/2018	Utility Refund Checks	132233-132254	$ 1,514.53	
11/21/2018	A/P Checks	132157-132226	$ 921,833.24	
11/21/2018	Drafts	000261-000266	$ 491,860.66	
		AP Subtotal	$ 1,775,578.34	
		Grand Total	$ 2,213,785.48	

Approved this 20th day of November, 2018

City Manager

Mayor

PAYROLL NO: 01 City of North St. Paul PAYROLL DATE: 10/26/2018

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	71	110,921.04
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	

TOTAL CHECKS:	71	110,921.04

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03932 10/26/18 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 201810234017	FEDERAL WITHHOLDING	D	10/26/2018		15,289.36	000243	
	I-T3 201810234017	FICA TAXES	D	10/26/2018		14,016.50	000243	
	I-T4 201810234017	MEDICARE TAXES	D	10/26/2018		4,965.34	000243	34,271.20
H08033		H S A BANK						
	I-444201810234017	HSA ACCOUNT	D	10/26/2018		4,206.75	000244	4,206.75
I09115		VOYA RETIREMENT INSURANCE AND A						
	I-22 201810234017	PAYROLL DEDUCTION	D	10/26/2018		2,929.00	000245	
	I-23 201810234017	EMP/EMPR DEFERRED COMP	D	10/26/2018		1,123.95	000245	4,052.95
I09137		I C M A DISTRIBUTION CENTER						
	I-2 201810234017	EMP/EMPR DEFERRED COMP	D	10/26/2018		9,519.21	000246	
	I-21 201810234017	EMP/EMPR DEFERRED COMP	D	10/26/2018		2,499.48	000246	
	I-26 201810234017	LOAN PAYMENTS TO ICMA	D	10/26/2018		375.21	000246	
	I-2IR201810234017	EMP/EMPR DEFERRED COM	D	10/26/2018		1,155.00	000246	13,548.90
M12900		MNEFTS						
	I-T2 201810234017	MN Income Tax WH	D	10/26/2018		7,449.85	000247	7,449.85
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201810234017	POST DEDUCTIONS	D	10/26/2018		1,000.00	000248	1,000.00
P16470		P E R A						
	I-91 201810234017	6634-00 REG PERA	D	10/26/2018		15,303.47	000249	
	I-92 201810234017	6634-00 PERA PD	D	10/26/2018		16,536.03	000249	
	I-94 201810234017	6634-00 PERA DCP ELECTED	D	10/26/2018		130.02	000249	31,969.52

* * 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	96,499.17	96,499.17
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	96,499.17	96,499.17

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	28	9,531.36
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	
TOTAL CHECKS:	28	9,531.36

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03933 10/26/18 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 201810234018	FEDERAL WITHHOLDING	D	10/26/2018		738.17	000250	
	I-T3 201810234018	FICA TAXES	D	10/26/2018		1,411.46	000250	
	I-T4 201810234018	MEDICARE TAXES	D	10/26/2018		330.08	000250	2,479.71
M12900		MNEFTS						
	I-T2 201810234018	MN Income Tax WH	D	10/26/2018		242.35	000251	242.35

* * 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	2,722.06	2,722.06
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	2,722.06	2,722.06

PACKET: 03931 10/26/18 PAYROLL - 8
VENDOR SET: 01 City of North St Paul **** CHECK LISTING ****
BANK: AP PREMIER BANK

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
D04068		DELTA DENTAL OF MINNESOTA						
	I-40 201810093961	MONTHLY INSURANCE	R	10/29/2018		676.80	132061	
	I-40 201810234017	MONTHLY INSURANCE	R	10/29/2018		676.80	132061	
	I-42 201810093961	MONTHLY INSURANCE	R	10/29/2018		1,397.91	132061	
	I-42 201810234017	MONTHLY INSURANCE	R	10/29/2018		1,397.91	132061	
	I-43 201810093961	MONTHLY INSURANCE	R	10/29/2018		519.60	132061	
	I-43 201810234017	MONTHLY INSURANCE	R	10/29/2018		519.60	132061	
	I-7445388	NOV RETIREE INSURANCE	R	10/29/2018		857.70	132061	6,046.32
L12099		LAW ENFORCEMENT LABOR SERVICES						
	I-10 201810093961	MONTHLY POLICE UNION DUES	R	10/29/2018		289.60	132062	
	I-10 201810234017	MONTHLY POLICE UNION DUES	R	10/29/2018		289.60	132062	579.20
L12261		LINCOLN NATIONAL LIFE INSURANCE						
	I-7 201810093961	MONTHLY INSURANCE	R	10/29/2018		1,228.99	132063	1,228.99
L12384		LOCAL UNION #320						
	I-9 201810093961	MONTHLY UNION DUES	R	10/29/2018		762.50	132064	
	I-9 201810234017	MONTHLY UNION DUES	R	10/29/2018		762.50	132064	1,525.00
L12385		LOCAL UNION #160						
	I-11 201810093961	MONTHLY UNION DUES	R	10/29/2018		496.33	132065	
	I-11 201810234017	MONTHLY UNION DUES	R	10/29/2018		496.33	132065	992.66
M13192		MN BENEFIT ASSOC						
	I-55 201810093961	LIFE INSURANCE	R	10/29/2018		35.58	132066	
	I-56 201810234017	LIFE INSURANCE	R	10/29/2018		35.59	132066	71.17
M13302		MINNESOTA LIFE INSURANCE						
	I-201810264021	RETIREE INSURANCE NOV 2018	R	10/29/2018		492.93	132067	
	I-5 201810093961	MONTHLY INSURANCE	R	10/29/2018		556.70	132067	
	I-50 201810234017	MONTHLY INSURANCE	R	10/29/2018		556.73	132067	1,606.36
M16475		NCPERS MINNESOTA						
	I-15 201810093961	MONTHLY INSURANCE	R	10/29/2018		72.00	132068	
	I-15 201810234017	MONTHLY INSURANCE	R	10/29/2018		72.00	132068	
	I-201810264019	RETIREE INSURANCE NOV 2018	R	10/29/2018		16.00	132068	160.00
U21294		UCARE MINNESOTA						
	I-181009001762	RETIREE INSURANCE NOV 2018	R	10/29/2018		1,800.00	132069	1,800.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	9	0.00	14,009.70	14,009.70
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:	9	0.00	14,009.70	14,009.70

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	68	110,084.03
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:	1	
TOTAL CHECKS:	68	110,084.03

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 03946 11/9/18 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 201811064046	FEDERAL WITHHOLDING	D	11/09/2018		14,823.58	000254	
	I-T3 201811064046	FICA TAXES	D	11/09/2018		13,946.84	000254	
	I-T4 201811064046	MEDICARE TAXES	D	11/09/2018		4,912.30	000254	33,682.72
H08033		H S A BANK						
	I-444201811064046	HSA ACCOUNT	D	11/09/2018		4,206.75	000255	4,206.75
I09115		VOYA RETIREMENT INSURANCE AND A						
	I-22 201811064046	PAYROLL DEDUCTION	D	11/09/2018		2,929.00	000256	
	I-23 201811064046	EMP/EMPR DEFERRED COMP	D	11/09/2018		1,123.95	000256	4,052.95
I09137		I C M A DISTRIBUTION CENTER						
	I-2 201811064046	EMP/EMPR DEFERRED COMP	D	11/09/2018		9,519.21	000257	
	I-21 201811064046	EMP/EMPR DEFERRED COMP	D	11/09/2018		1,912.70	000257	
	I-26 201811064046	LOAN PAYMENTS TO ICMA	D	11/09/2018		375.21	000257	
	I-2IR201811064046	EMP/EMPR DEFERRED COM	D	11/09/2018		1,155.00	000257	12,962.12
M12900		MNEFTS						
	I-T2 201811064046	MN Income Tax WH	D	11/09/2018		7,285.70	000258	7,285.70
M13320		MN STATE RETIREMENT SYSTEM						
	I-12 201811064046	POST DEDUCTIONS	D	11/09/2018		1,000.00	000259	1,000.00
P16470		P E R A						
	I-91 201811064046	6634-00 REG PERA	D	11/09/2018		15,056.32	000260	
	I-92 201811064046	6634-00 PERA PD	D	11/09/2018		16,193.22	000260	31,249.54

* * 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	94,439.78	94,439.78
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	94,439.78	94,439.78

NORTH
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MEMORANDUM

TO: Mayor & Council Members
FROM: Jacquelyn Lutmer - Accounting Technician
DATE: November 2, 2018
SUBJECT: Recommendation of approval of Early Release GENERAL claims list.

Claim Date				
11/2/2018	Park Rental Refund Checks	132151-132155		
11/2/2018	A/P Checks	132070-132138	$	274,712.35
11/2/2018	A/P Checks	132148-132150	$	4,506.22
11/2/2018	Drafts	000252	$	64,136.00
11/2/2018	Drafts	000253	$	15,215.34
		AP Subtotal	$	358,569.91
		Grand Total	$	358,569.91

Approved this 2nd day of November, 2018

City Manager

PACKET: 03928 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		CENDEJAS MONTOY, NANCY						
	I-000201810164012	CENDEJAS MONTOY, NANCY	R	11/02/2018		600.00	132151	600.00
1		MN DEPT OF AGRICULTURE						
	I-000201810164013	MN DEPT OF AGRICULTURE	R	11/02/2018		300.00	132152	300.00
1		CEDARVIEW COMMONS						
	I-000201810164014	CEDARVIEW COMMONS	R	11/02/2018		300.00	132153	300.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	1,200.00	1,200.00
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	1,200.00	1,200.00

PACKET: 03930 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		PANGILINAN, ELEANOR						
	I-000201810234016	PANGILINAN, ELEANOR	R	11/02/2018		300.00	132154	300.00

* * B A N K 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
BANK TOTALS:	1	0.00	300.00	300.00

PACKET: 03935 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		KELLY JR, DENNIS						
	I-000201810304024	KELLY JR, DENNIS	R	11/02/2018		300.00	132155	300.00
1		LEE, KAYLEEN						
	I-000201810304025	LEE, KAYLEEN	R	11/02/2018		300.00	132156	300.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	600.00	600.00
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:	2	0.00	600.00	600.00

PACKET: 03939 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
A01012	ABLE HOSE & RUBBER INC							
	I-211183-001	WATER HOSE	R	11/02/2018		197.91CR	132070	197.91
A01181	AM CONSERVATION GROUP, INC							
	I-IN0277291	ENERGY SAVING KITS	R	11/02/2018		40,459.98CR	132071	
	I-IN0278309	HOLIDAY LIGHTS	R	11/02/2018		13,769.23CR	132071	54,229.21
A01310	ASPEN MILLS							
	I-224969	UNIFORM - MALLINGER	R	11/02/2018		170.26CR	132072	170.26
A1651	IEH AUTO PARTS LLC							
	I-039181508	LIGHTS	R	11/02/2018		9.76CR	132073	
	I-039181909	CAB FILTER	R	11/02/2018		13.91CR	132073	
	I-039182270	FILTER	R	11/02/2018		13.52CR	132073	
	I-039183197	FILTER	R	11/02/2018		90.81CR	132073	128.00
B02049	BATTERIES PLUS BULBS							
	I-P702060	BATTERIES	R	11/02/2018		23.95CR	132074	23.95
B02156	BORDER STATES ELECTRIC							
	I-916437826	ELECTRTIC CORE	R	11/02/2018		176.12CR	132075	
	I-916447815	ELECTRIC CORE	R	11/02/2018		88.05CR	132075	264.17
B02210	BRIGGS AND MORGAN							
	I-625312	2018A LEGAL FEES	R	11/02/2018		12,544.35CR	132076	12,544.35
B02246	BACHMANS							
	I-106448/4	BALE STRAW FOR TRICK/TREAT TRL	R	11/02/2018		19.98CR	132077	19.98
C03000	CALLNET							
	I-181002120101	ANSWERING SERVICE	R	11/02/2018		995.00CR	132078	995.00
C03002	CAMPBELL KNUTSON PA							
	I-3-2076-059G	LEGAL SERVICES	R	11/02/2018		304.00CR	132079	
	I-4-2076-068G	LEGAL SERVICES	R	11/02/2018		588.00CR	132079	892.00
C03041	FLEETPRIDE							
	I-9944268	SPRING WORK	R	11/02/2018		1,986.89CR	132080	1,986.89
C03060	CENTURY AVENUE COLLISION							
	I-20923	MISC INSURANCE	R	11/02/2018		1,660.42CR	132081	1,660.42

PACKET: 03939 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
C03066	CINTAS							
	I-4010893853	UNIFORM SERVICES	R	11/02/2018		6.64CR	132082	
	I-4010893906	UNIFORM SERVICES	R	11/02/2018		468.36CR	132082	
	I-4011184961	UNIFORM SERVICES	R	11/02/2018		6.64CR	132082	
	I-4011184975	UNIFORM SERVICES	R	11/02/2018		251.76CR	132082	
	I-4011184982	UNIFORM SERVICES	R	11/02/2018		63.86CR	132082	
	I-4011495431	UNIFORM SERVICE	R	11/02/2018		63.86CR	132082	
	I-4011495439	UNIFORM SERVICE	R	11/02/2018		6.64CR	132082	867.76
C03139	COMCAST							
	I-201811014037	CABLE SERVICE 10/27-11/26	R	11/02/2018		125.95CR	132083	125.95
C03192	CRESCENT ELECTRIC SUPPLY CO							
	I-S505682864.001	HAUSE PARK BLDG	R	11/02/2018		611.11CR	132084	
	I-S505682864.002	DUAL STRIP LIGHT	R	11/02/2018		67.90CR	132084	
	I-S505728379.001	DUST COVER BELOW LAMPS	R	11/02/2018		35.54CR	132084	714.55
C03207	CONSERVATION CORPS MN & IA							
	I-INV-10307	SOUTHWOOD BUCKTHORN TRMNT	R	11/02/2018		2,400.00CR	132085	2,400.00
C03273	CURTIS 1000 INC - MINNESOTA							
	I-5354908	BUSINESS CARDS AMMERMAN	R	11/02/2018		118.48CR	132086	118.48
C21221	CENTURY LINK							
	I-201811014033	PHONE SERVICE 10/19-11/18	R	11/02/2018		27.33CR	132087	27.33
D04012	DAKOTA SUPPLY GROUP							
	I-E284524	COVER & INHIBITOR	R	11/02/2018		50.97CR	132088	50.97
E05009	EAST CENTRAL SOLID WASTE COMMISSION							
	I-201810264022	TIPPING FEES	R	11/02/2018		2,992.80CR	132089	2,992.80
E05122	EMERGENCY MEDICAL PRODUCT							
	I-2023030	EMERGENCY MEDICAL SUPPLIES	R	11/02/2018		110.24CR	132090	
	I-2023438	EMERGENCY MEDICAL SUPPLIES	R	11/02/2018		212.08CR	132090	322.32
E05126	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC							
	I-AW102618-1	STROBE LIGHT	R	11/02/2018		127.60CR	132091	
	I-SVC26762	EMERR&M VEHICLES - 2127	R	11/02/2018		90.00CR	132091	217.60
G07047	GARAGE EXPERTS TWIN CITIES							
	I-18015	HAUSE BLDG FLOOR	R	11/02/2018		4,900.00CR	132092	4,900.00

PACKET: 03939 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
G07291	GRAFFIC TRAFFIC							
	I-4150	ZIP CODE/MAYOR DAY T-SHIRTS	R	11/02/2018		387.50CR	132093	387.50
G07292	GRAYBAR							
	I-9306656599	CONDUX INTERNATIONAL	R	11/02/2018		348.92CR	132094	348.92
H08165	HOME DEPOT							
	I-1011481	WHITE WOOD	R	11/02/2018		21.98CR	132095	
	I-1017735	PADLOCK FOR MCKNIGHT FIELD	R	11/02/2018		5.97CR	132095	
	I-5012407	SHOVELS	R	11/02/2018		330.70CR	132095	
	I-5056256	WIRED STEM SWIVEL	R	11/02/2018		64.85CR	132095	
	I-6012164	SHEET METAL	R	11/02/2018		315.00CR	132095	738.50
H08181	RESA HIGH VOLTAGE SERVICES							
	I-93537	CABLE TESTING	R	11/02/2018		1,500.00CR	132096	1,500.00
H8185	HI-LINE							
	I-10105645	HIGH VOLT TESTING RUBBER GOODS	R	11/02/2018		640.09CR	132097	640.09
I09045	IMPACT							
	I-135982	SEPT BILL INSERT & MAILING	R	11/02/2018		4,702.82CR	132098	4,702.82
I09178	STUART C IRBY CO							
	I-S010966533.004	BLAC IKL47 INS SPLICE	R	11/02/2018		76.00CR	132099	
	I-S011007632.001	PEDESTL BAR	R	11/02/2018		83.75CR	132099	
	I-S011009886.001	TRMNTN & AL COMP LUG	R	11/02/2018		948.90CR	132099	1,108.65
K09100	KATH FUEL OIL SERVICE CO							
	I-620465	OIL	R	11/02/2018		609.50CR	132100	
	I-623580	SPECIAL GREASE	R	11/02/2018		72.20CR	132100	
	I-624596	SPECIAL LUBE OIL	R	11/02/2018		65.00CR	132100	
	I-630984	OIL	R	11/02/2018		906.25CR	132100	1,652.95
L12047	LANDIS GYR TECHNOLOGY INC							
	I-90278979	SAAS MONTHLY FLAT FEE	R	11/02/2018		850.00CR	132101	850.00
L12049	LANO EQUIPMENT							
	I-02-576971	KPA-NUT	R	11/02/2018		22.20CR	132102	22.20
L12194	LEAGUE OF MINN CITIES							
	I-283700	REGIONAL MEETINGS	R	11/02/2018		45.00CR	132103	45.00

PACKET: 03939 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
L12196	LEAG MN CITIES-INS TRUST							
	I-201811014034	Q3 INSURANCE	R	11/02/2018		39,610.00CR	132104	
	I-201811014036	WORKERS COMP Q3	R	11/02/2018		47,332.00CR	132104	86,942.00
M13037	MADDEN GALANTER HANSEN LLP							
	I-201810304026	LEGAL SERVICES	R	11/02/2018		1,564.40CR	132105	1,564.40
M13110	MENARDS-OAKDALE							
	I-63322	JIGSAW BLADES	R	11/02/2018		41.60CR	132106	
	I-63612	DISHWASHER & BATTERIES	R	11/02/2018		667.37CR	132106	
	I-64294	HAUSE PARK REMODEL	R	11/02/2018		110.44CR	132106	
	I-64709	HAUSE PARK REMODEL	R	11/02/2018		111.59CR	132106	
	I-64742	HAUSE PARK REMODEL	R	11/02/2018		1,029.73CR	132106	
	I-64743	BOLT & DIAGONAL CUTTERS	R	11/02/2018		34.94CR	132106	
	I-64774	EXTRUDER	R	11/02/2018		131.92CR	132106	2,127.59
M13124	METROPOLITAN COUNCIL							
	I-201811014035	SAC FEES	R	11/02/2018		2,460.15CR	132107	2,460.15
M13158	MIDAMERICA TECHNICAL & ENVIRONMENTAL SERVICES							
	I-201810304028	SOIL DATA REVIEW	R	11/02/2018		765.00CR	132108	765.00
M13188	MN BATTERY LLC							
	I-20654	BATTERY	R	11/02/2018		87.00CR	132109	87.00
M13214	MN STATE FIRE DEPT ASSOC							
	I-201810304027	2019 MSFDA MEMBERSHIP DUES	R	11/02/2018		346.00CR	132110	346.00
M13372	MPOWER TECHNOLOGIES INC							
	I-3376	SOFTWARE SUPPORT	R	11/02/2018		400.00CR	132111	400.00
N14114	NEOPOST USA INC							
	I-15524607	SEALING KIT	R	11/02/2018		21.78CR	132112	21.78
N14168	NORTHERN TOOL & EQUIPMENT							
	I-41288902	LANCE W/Q COUPLER	R	11/02/2018		31.81CR	132113	31.81
N14209	NORTH ST PAUL/MAPLEWOOD/OAKDALE							
	I-2018-2-27	DUES/SUBSCRIPTIONS	R	11/02/2018		225.00CR	132114	225.00
O15032	ON-SITE SANITATION							
	I-0000670587	RESTROOMS HAUSE PARK	R	11/02/2018		57.00CR	132115	
	I-0000670588	RESTROOMS ROTARY PARK	R	11/02/2018		130.00CR	132115	
	I-0000670589	RESTROOMS SOUTHWOOD PK	R	11/02/2018		57.00CR	132115	
	I-0000670590	RESTROOMS SILVER LAKE	R	11/02/2018		57.00CR	132115	301.00

PACKET: 03939 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
O15045	OTTER LAKE ANIMAL HOSPITAL							
	I-188097	ANIMAL CONTROL SHELTER FEES	R	11/02/2018		95.00CR	132116	95.00
P16265	PLAZA TV & APPL INC #3							
	I-23600	APPLIANCE MAINTENANCE	R	11/02/2018		89.95CR	132117	89.95
R18074	REMACKEL OUTDOOR SERVICES							
	I-201810264023	REPLACE SIDEWALKS	R	11/02/2018		3,198.00CR	132118	3,198.00
R18091	RESCO							
	I-722804-01	PADMOUNT TRANSFORMERS	R	11/02/2018		2,242.00CR	132119	
	I-731981-00	STUD INSULATION SLIP ON	R	11/02/2018		102.90CR	132119	2,344.90
R18160	ROSEDALE CHEVROLET							
	I-490389	REPAIR LEAK TRANNY	R	11/02/2018		251.59CR	132120	251.59
R18170	CITY OF ROSEVILLE							
	I-0225131	IT JOINT POWERS AGREEMENT	R	11/02/2018		13,496.00CR	132121	
	I-0225177	PHONE SERVICE AGREEMENT	R	11/02/2018		1,161.90CR	132121	14,657.90
R18200	RUFFRIDGE-JOHNSON EQUIPMENT COMPANY, INC							
	C-CA00393	CREDIT FOR TAX ON INV IA23000	R	11/02/2018		4.40	132122	
	I-IA12300	SCRAPER	R	11/02/2018		64.08CR	132122	59.68
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN2249395	OFFICE SUPPLIES	R	11/02/2018		76.02CR	132123	76.02
S19106	SITE ONE LANDSCAPE SUPPLY							
	I-87471941-001	CRIMP CLAMPS	R	11/02/2018		65.30CR	132124	65.30
S19112	SCREEN TECH							
	I-12993	DONATION PLAQUE FOR PICNIC TB	R	11/02/2018		35.00CR	132125	35.00
S19188	SHRED-IT USA MINNEAPOLIS							
	I-8125776505	SHREDDING SERVICE	R	11/02/2018		98.90CR	132126	98.90
S19260	SPRINGSTED INCORPORATED							
	I-2018-1	FINANCIAL SERVICES 2018A	R	11/02/2018		39,240.00CR	132127	39,240.00
T19150	T A SCHIFSKY & SONS INC							
	I-63690	RECYCLED BASE & RIVER ROCK	R	11/02/2018		826.04CR	132128	826.04

PACKET: 03939 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
T20076	TOSHIBA FINANCIAL SERVICES							
	I-68766027	COPIER LEASE	R	11/02/2018		153.23CR	132129	
	I-68807893	COPIER LEASE	R	11/02/2018		193.49CR	132129	
	I-68809251	COPIER LEASE	R	11/02/2018		642.97CR	132129	
	I-68813003	COPIER LEASE	R	11/02/2018		109.43CR	132129	
	I-68816760	COPIER LEASE	R	11/02/2018		225.21CR	132129	
	I-68816761	COPIER LEASE	R	11/02/2018		234.76CR	132129	
	I-68917901	COPIER LEASE	R	11/02/2018		111.10CR	132129	
	I-68921639	COPIER LEASE	R	11/02/2018		257.43CR	132129	
	I-68921640	COPIER LEASE	R	11/02/2018		583.94CR	132129	
	I-68923997	COPIER LEASE	R	11/02/2018		175.69CR	132129	2,687.25
T20178	TITAN ENERGY SYSTEMS dba PIONEER CRITICAL POWER							
	I-181009-060	120V BLOCK HEATER	R	11/02/2018		327.65CR	132130	327.65
T20238	T & R SERVICE COMPANY							
	I-79669	WATER SAMPLES	R	11/02/2018		200.00CR	132131	200.00
T20285	TRI STATE BOBCAT INC							
	C-A48981	LOCKNUT WASHER RETURN	R	11/02/2018		20.92	132132	
	C-A49152	CHAIN REUTRN	R	11/02/2018		22.80	132132	
	I-A48883	YELLOWCHAIN, BAR OIL, SCABBARD	R	11/02/2018		172.20CR	132132	
	I-A48980	STUD CAP	R	11/02/2018		45.24CR	132132	
	I-A49496	NUTS & BOLTS FOR SNOWBLOWER	R	11/02/2018		571.70CR	132132	
	I-A49566	NUTS AND BRACKET	R	11/02/2018		323.38CR	132132	1,068.80
T20462	TWIN CITY OPTICAL CO INC							
	I-215643407-0107600	GLASSES JEANETTA	R	11/02/2018		219.67CR	132133	
	I-215650605-0107602	GLASSES FOR WES	R	11/02/2018		241.62CR	132133	461.29
T20466	TWIN CITIES TRANSPORT & RECOVERY							
	I-631271	SERVICE FEE TOW INVESTIGATONS	R	11/02/2018		100.00CR	132134	100.00
U21215	UPS							
	I-0000R93F25408	SHIPPING CHARGES	R	11/02/2018		20.23CR	132135	
	I-0000R93F25428	SHIPPING CHARGES	R	11/02/2018		248.57CR	132135	268.80
V22049	VEIT DISPOSAL SYSTEMS							
	I-0000017114	DEBRIS REMOVAL	R	11/02/2018		74.32CR	132136	74.32
W23500	WSB & ASSOCIATES INC							
	I-2-R-012447-000	RICHARDSON ELEMENTARY	R	11/02/2018		1,949.00CR	132137	
	I-2-R-012723-000	ANCHOR BLAOCK SOUTH	R	11/02/2018		5,967.75CR	132137	
	I-22-0-001887-650	DOWNTOWN MASTER PLAN	R	11/02/2018		1,907.50CR	132137	
	I-3-R-012447-000	RICHARDSON ELEMENTARY SCHOOL	R	11/02/2018		850.50CR	132137	
	I-8-R-011393-000	GEN SERVICES 2018 COMMUNITY	R	11/02/2018		173.00CR	132137	
	I-9-R-011106-000	2018 GEN PLANNING SERVICES	R	11/02/2018		1,721.00CR	132137	12,568.75

PACKET: 03939 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
X14164	XCEL ENERGY							
	I-0376321003	NATURAL GAS PREM#304194027	R	11/02/2018		551.18CR	132138	
	I-0376349421	NATURAL GAS PREM#302713963	R	11/02/2018		1,215.01CR	132138	
	I-0376433181	NATURAL GAS PREM#304602442	R	11/02/2018		168.04CR	132138	
	I-0376644609	NATURAL GAS PREM#302997881	R	11/02/2018		38.46CR	132138	
	I-0376748919	NATURAL GAS PREM#302218753	R	11/02/2018		20.60CR	132138	
	I-0376749136	NATURAL GAS PREM#303755177	R	11/02/2018		546.00CR	132138	
	I-0376780726	NATURAL GAS PREM#302246319	R	11/02/2018		25.69CR	132138	
	I-0376780955	NATURAL GAS PREM#303115482	R	11/02/2018		26.20CR	132138	
	I-0376781539	NATURAL GAS PREM#0376781539	R	11/02/2018		33.37CR	132138	
	I-0376781541	NATURAL GAS PREM#303578596	R	11/02/2018		36.43CR	132138	
	I-0376782018	NATURAL GAS PREM#303323202	R	11/02/2018		25.69CR	132138	
	I-0376782675	NATURAL GAS PREM#302437926	R	11/02/2018		37.44CR	132138	
	I-0376782945	NATURAL GAS PREM#302483559	R	11/02/2018		47.11CR	132138	
	I-0376783124	NATURAL GAS PREM#302174583	R	11/02/2018		27.73CR	132138	2,798.95
VOID	VOID CHECK		V	11/02/2018			132139	**VOID**

PACKET: 03939 Regular Payments

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
M13248	MN DEPT OF REVENUE							
	I-201810174015	SEPT SALES & USE TAX	D	10/20/2018		64,136.00CR	000252	64,136.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	69	0.00	274,712.35	274,712.35
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	64,136.00	64,136.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	71	0.00	338,848.35	338,848.35

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03942 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
M13211	OFFICE OF MN IT SERVICES							
	I-W18090573	SEPT VOICE SERVICES	R	11/02/2018		55.40CR	132148	55.40
T20192	T-MOBILE							
	I-201811024039	FIRE & PD CARDS 9/11-10/10	R	11/02/2018		634.69CR	132149	
	I-201811024040	FIRE & PD TABLETS 9/9-10/8	R	11/02/2018		745.85CR	132149	
	I-201811024041	CELL PHONES 9/11-10/10	R	11/02/2018		2,545.13CR	132149	3,925.67
V01101	VERIZON WIRELESS							
	I-9816197301	CELL PHONES 9/11-10/10	R	11/02/2018		525.15CR	132150	525.15

PACKET: 03942 Regular Payments

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
N14207	CITY OF NORTH ST PAUL							
	I-201811024038	UTILITY BILL FOR SEPT USAGE	D	10/05/2018		15,215.34CR	000253	15,215.34

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	3	0.00	4,506.22	4,506.22
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	15,215.34	15,215.34
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	19,721.56	19,721.56

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03954 PARK REFUND

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	PIERRE YANG							
	I-201811154092	PIERRE YANG:	R	11/21/2018		300.00CR	132227	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: 03944 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		HAAS, ALEESE/HEATHER						
	I-000201811064043	HAAS, ALEESE/HEATHER	R	11/21/2018		300.00	132228	300.00
1		BOTHWELL, MICHAEL						
	I-000201811064044	BOTHWELL, MICHAEL	R	11/21/2018		300.00	132229	300.00
1		DRAGON DIVAS						
	I-000201811064045	DRAGON DIVAS	R	11/21/2018		300.00	132230	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: 03950 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		JENTS, MICHAEL						
	I-000201811134077	JENTS, MICHAEL	R	11/21/2018		300.00	132231	300.00
1		YANG, ELIZABETH						
	I-000201811134078	YANG, ELIZABETH	R	11/21/2018		300.00	132232	300.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	2	0.00	600.00	600.00
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:	2	0.00	600.00	600.00

PACKET: 03949 US - 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		WILLIAMS, EPHERIAN						
	I-000201811084048	WILLIAMS, EPHERIAN	R	11/21/2018		45.64	132233	45.64
1		ROLING, SHARI						
	I-000201811084049	ROLING, SHARI	R	11/21/2018		124.25	132234	124.25
1		LYFOUNG, KAYLEENE						
	I-000201811084050	LYFOUNG, KAYLEENE	R	11/21/2018		63.54	132235	63.54
1		WIESEN, C THOMAS						
	I-000201811084051	WIESEN, C THOMAS	R	11/21/2018		163.17	132236	163.17
1		WITTE, CHARLES A						
	I-000201811084052	WITTE, CHARLES A	R	11/21/2018		10.00	132237	10.00
1		HENTHORNE, CHERYL						
	I-000201811084053	HENTHORNE, CHERYL	R	11/21/2018		37.71	132238	37.71
1		MACY, WILLIAM						
	I-000201811084054	MACY, WILLIAM	R	11/21/2018		85.02	132239	85.02
1		EVANS, ROGER						
	I-000201811084055	EVANS, ROGER	R	11/21/2018		31.71	132240	31.71
1		STEJSKAL, PERRY						
	I-000201811084056	STEJSKAL, PERRY	R	11/21/2018		43.76	132241	43.76
1		PAUL, JAMES						
	I-000201811084057	PAUL, JAMES	R	11/21/2018		28.37	132242	28.37
1		SMITH, ANTHONY						
	I-000201811084058	SMITH, ANTHONY	R	11/21/2018		6.94	132243	6.94
1		KOMAREK, EVAN						
	I-000201811084059	KOMAREK, EVAN	R	11/21/2018		39.95	132244	39.95
1		HENDRICKS, ERIK						
	I-000201811084060	HENDRICKS, ERIK	R	11/21/2018		47.84	132245	47.84
1		GELDERMAN, DANIEL						
	I-000201811084061	GELDERMAN, DANIEL	R	11/21/2018		67.40	132246	67.40
1		LANDONG, ROSE BEH						
	I-000201811084062	LANDONG, ROSE BEH	R	11/21/2018		34.82	132247	34.82

PACKET: 03949 US - 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		STEINKOPF, CASSANDRA						
	I-000201811084063	STEINKOPF, CASSANDRA	R	11/21/2018		54.16	132248	54.16
1		CARACOFE, TYLER						
	I-000201811084064	CARACOFE, TYLER	R	11/21/2018		57.71	132249	57.71
1		ANDERSON, RACHEL						
	I-000201811084065	ANDERSON, RACHEL	R	11/21/2018		49.37	132250	49.37
1		FARAGHER, MARK						
	I-000201811084066	FARAGHER, MARK	R	11/21/2018		50.74	132251	50.74
1		FUNK, RONALD						
	I-000201811084067	FUNK, RONALD	R	11/21/2018		265.01	132252	265.01
1		KARTH, JAMES						
	I-000201811084068	KARTH, JAMES	R	11/21/2018		14.64	132253	14.64
1		BOUTHILET VETERINARY SVCS						
	I-000201811084069	BOUTHILET VETERINARY SVCS	R	11/21/2018		192.78	132254	192.78

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	22	0.00	1,514.53	1,514.53
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:	22	0.00	1,514.53	1,514.53

PACKET: 03952 11/21/18 A/P RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
A01010	ACE HARDWARE							
	I-76084	FASTENERS	R	11/21/2018		0.63CR	132157	
	I-76171	HARDWARE SUPPLIES	R	11/21/2018		27.96CR	132157	
	I-76221	COVER BOX	R	11/21/2018		2.22CR	132157	
	I-76226	KNEE PAD, HOSE COUPLE	R	11/21/2018		27.73CR	132157	
	I-76253	DRILL BITS	R	11/21/2018		68.47CR	132157	
	I-76272	CLAMPS	R	11/21/2018		35.64CR	132157	
	I-76309	SCRAPER & KLEENEX	R	11/21/2018		11.96CR	132157	
	I-76344	CLOCK	R	11/21/2018		11.39CR	132157	
	I-76359	WATCH BATTERY	R	11/21/2018		2.99CR	132157	188.99
A01012	ABLE HOSE & RUBBER INC							
	I-211383-001	WATER PLUG	R	11/21/2018		16.99CR	132158	
	I-211416-001	HOSE	R	11/21/2018		167.54CR	132158	184.53
A01310	ASPEN MILLS							
	I-225353	UNIFORM FOR MALLINGER	R	11/21/2018		61.79CR	132159	
	I-225574	UNIFORM FOR MELLEN	R	11/21/2018		7.00CR	132159	
	I-226435	UNIFORMS NEW OFFICER BDG 920	R	11/21/2018		128.50CR	132159	
	I-226513	UNIFORMS ADMIN RECORDS	R	11/21/2018		107.88CR	132159	305.17
A1651	IEH AUTO PARTS LLC							
	I-039184826	FUSES	R	11/21/2018		4.80CR	132160	
	I-039186560	FILTERS	R	11/21/2018		100.98CR	132160	105.78
B02015	BALD EAGLE SPORTSMEN'S ASSOC							
	I-0001	FIREARM SAFETY PROGRAM	R	11/21/2018		168.00CR	132161	168.00
B02229	BROWN & BIGELOW INC							
	I-241803	HALLOWEEN BAGS	R	11/21/2018		336.44CR	132162	336.44
C03000	CALLNET							
	I-181102120101	ANSWERING SERVICE	R	11/21/2018		995.00CR	132163	995.00
C03002	CAMPBELL KNUTSON PA							
	I-1-2076-072G	LEGAL SERVICES	R	11/21/2018		704.00CR	132164	
	I-125-2076-000G	LEGAL SERVICES	R	11/21/2018		2,609.59CR	132164	
	I-16-2076-063G	LEGAL SERVICES	R	11/21/2018		56.00CR	132164	
	I-3-2076-061G	LEGAL SERVICES	R	11/21/2018		1,392.00CR	132164	
	I-3-2076-070G	LEGAL SERVICES	R	11/21/2018		81.00CR	132164	
	I-5-2076-066G	LEGAL SERVICES	R	11/21/2018		80.00CR	132164	
	I-5-2076-068G	LEGAL SERVICES	R	11/21/2018		822.00CR	132164	
	I-6-2076-058G	LEGAL SERVICES	R	11/21/2018		62.60CR	132164	
	I-7-2076-054G	LEGAL SERVICES	R	11/21/2018		408.40CR	132164	
	I-87-2076-060G	LEGAL SERVICES	R	11/21/2018		32.00CR	132164	
	I-9-2076-067G	LEGAL SERVICES	R	11/21/2018		352.00CR	132164	6,599.59

PACKET: 03952 11/21/18 A/P RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
C03041	FLEETPRIDE							
	I-14285363	MUD FLAPS	R	11/21/2018		97.00CR	132165	97.00
C03055	CEMSTONE PRODUCTS COMPANY							
	I-C1982378	CEMENT MIX	R	11/21/2018		644.50CR	132166	644.50
C03066	CINTAS							
	I-4011495440	UNIFORM SERVICES	R	11/21/2018		116.76CR	132167	
	I-4011794314	UNIFORM SERVICES	R	11/21/2018		6.64CR	132167	
	I-4011794333	UNIFORM SERVICES	R	11/21/2018		116.76CR	132167	
	I-4011794389	UNIFORM SERVICES	R	11/21/2018		63.86CR	132167	
	I-4012075323	UNIFORM SERVICE	R	11/21/2018		6.64CR	132167	
	I-4012075332	UNIFORM SERVICE	R	11/21/2018		63.86CR	132167	
	I-4012075426	UNIFORM SERVICE	R	11/21/2018		116.76CR	132167	491.28
C03091	CES IMAGING							
	I-INV093130	COPIER INK	R	11/21/2018		14.47CR	132168	14.47
C03139	COMCAST							
	I-201811144087	CABLE SERVICE 11/7-12/6	R	11/21/2018		22.48CR	132169	
	I-201811144088	CABLE SERVICE 11/14-12/13	R	11/21/2018		6.28CR	132169	28.76
C03166	CONSOLIDATED WELDING SUPPLY COMPANY INC							
	I-118370	WELDING WIRE	R	11/21/2018		94.23CR	132170	94.23
C21221	CENTURY LINK							
	I-201811144086	SERVICE 11/1-11/30	R	11/21/2018		195.92CR	132171	195.92
E05027	EACCESS SOLUTIONS INC							
	I-INV482189	CARBON MONOXIDE ALARMS	R	11/21/2018		3,381.30CR	132172	3,381.30
E05125	EMERGENCY APPARATUS MTN							
	I-102407	REPAIRS ON ENGINE 520	R	11/21/2018		1,609.08CR	132173	
	I-102408	REPAIRS ON LADDER 530	R	11/21/2018		2,861.92CR	132173	
	I-102409	REPAIRS RESCUE 540	R	11/21/2018		1,648.16CR	132173	6,119.16
E10050	ERICKSON BELL BECKMAN & QUINN PA							
	I-1031183	LEGAL FEES PROSECUTION RTNR	R	11/21/2018		6,965.00CR	132174	6,965.00
F06001	FACTORY MOTOR PARTS CO							
	I-1-5762377	WASHER FLUID	R	11/21/2018		71.64CR	132175	71.64

PACKET: 03952 11/21/18 A/P RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
F06002	FASTENAL							
	I-MNT1185464	FASTENERS	R	11/21/2018		79.53CR	132176	79.53
F06045	FEDERAL SIGNAL CORP							
	I-7034921	TK-IO-CUSTINS	R	11/21/2018		350.00CR	132177	350.00
F06055	FERGUSON WATERWORKS #2516							
	I-0292698	AIR & VAC VLV	R	11/21/2018		1,024.00CR	132178	1,024.00
F06060	FERRELLGAS							
	I-1102929085	FORK LIFT FUEL	R	11/21/2018		123.99CR	132179	123.99
G07176	GOPHER STATE ONE CALL							
	I-8100625	LOCATES	R	11/21/2018		260.55CR	132180	260.55
G07292	GRAYBAR							
	I-9307142543	GREENLEE TEXTRON	R	11/21/2018		110.59CR	132181	110.59
H08127	HILLCREST BRAKE & ALIGN							
	I-102112	R&M VEHICLES	R	11/21/2018		166.00CR	132182	
	I-102143	R&M VEHICLES	R	11/21/2018		75.45CR	132182	
	I-102169	R&M VEHICLES	R	11/21/2018		75.45CR	132182	
	I-102205	R&M VEHICLES	R	11/21/2018		87.35CR	132182	
	I-102224	R&M VEHICLES	R	11/21/2018		52.97CR	132182	
	I-102232	R&M VEHICLES	R	11/21/2018		75.00CR	132182	
	I-102289	R&M VEHICLES	R	11/21/2018		57.50CR	132182	
	I-102338	R&M VEHICLES	R	11/21/2018		297.48CR	132182	887.20
H08162	HOLIDAY							
	I-201811014030	GAS 1400015463058 MECHANIC	R	11/21/2018		42.55CR	132183	
	I-201811014031	GAS 1400015462884 OH ELECTRIC	R	11/21/2018		414.74CR	132183	
	I-201811014032	GAS 1400015462957 UG ELECTRIC	R	11/21/2018		373.07CR	132183	
	I-201811084070	GAS 1400015462892 PARKS	R	11/21/2018		838.41CR	132183	
	I-201811084071	GAS 1400015462914 SEWER	R	11/21/2018		496.30CR	132183	
	I-201811084072	GAS 1400015462930 ST CLEANING	R	11/21/2018		358.79CR	132183	
	I-201811084073	GAS 1400015462949 ST MAINTNCE	R	11/21/2018		2,159.70CR	132183	
	I-201811084074	GAS 1400015462965 URBAN FRSTY	R	11/21/2018		121.43CR	132183	
	I-201811084075	GAS 1400015462973 WATER DEPT	R	11/21/2018		428.71CR	132183	
	I-201811134076	GAS 1400-015-462-876 FIRE DEPT	R	11/21/2018		751.19CR	132183	
	I-201811144080	FUELS 1400015462906 POLICE	R	11/21/2018		3,401.90CR	132183	9,386.79
H08165	HOME DEPOT							
	C-2081158	LOPPER RETURN	R	11/21/2018		39.97	132184	
	I-1014575	EARMUFFS	R	11/21/2018		29.97CR	132184	
	I-11250	PIPE & COUPLING	R	11/21/2018		26.08CR	132184	
	I-2012351	PRUNER	R	11/21/2018		24.98CR	132184	
	I-3010820	LED LIGHTS	R	11/21/2018		248.68CR	132184	
	I-4573234	LIGHT FIXTURES	R	11/21/2018		64.36CR	132184	
	I-6010291	TOOLS	R	11/21/2018		50.34CR	132184	
	I-6010348	SANDING BELTS	R	11/21/2018		121.91CR	132184	
	I-6021953	THERMOSTAT & HEATER	R	11/21/2018		58.85CR	132184	
	I-62026	ELECTRIC SUPPLIES	R	11/21/2018		86.65CR	132184	

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VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-7022296	LUMBER	R	11/21/2018		128.85CR	132184	
	I-7050293	GOOSENECK SWIVEL LTCTR	R	11/21/2018		10.60CR	132184	
	I-7091819	LUMBER	R	11/21/2018		103.08CR	132184	
	I-8011490	ANTIFREEZE	R	11/21/2018		53.44CR	132184	
	I-9011379	LOPPER & GLOVES	R	11/21/2018		102.67CR	132184	1,070.49
VOID	VOID CHECK		V	11/21/2018			132185	**VOID**
H8185	HI-LINE							
	I-10107194	BUSHING INSTALL TOOL	R	11/21/2018		197.00CR	132186	197.00
I09045	IMPACT							
	I-136436	NOV NEWSLETTER	R	11/21/2018		1,005.00CR	132187	1,005.00
L12194	LEAGUE OF MINN CITIES							
	I-284086	2018 REGIONAL MTGS C. PETERSEN	R	11/21/2018		45.00CR	132188	45.00
L12260	LILLIE NEWSPAPER							
	I-201811144084	NOTIFICATIONS	R	11/21/2018		48.88CR	132189	48.88
L12388	LOCATORS & SUPPLIES INC							
	I-0271167-IN	MARKING PAINT	R	11/21/2018		146.43CR	132190	
	I-0271262-IN	RED FLAGS	R	11/21/2018		446.40CR	132190	
	I-0271343-IN	PW BLUE FLAGS	R	11/21/2018		101.09CR	132190	
	I-0271374-IN	FLAGS BUE PRINTED	R	11/21/2018		446.40CR	132190	1,140.32
M02045	MARKFORT CONCRETE LLC							
	I-323343	CATCH BASIN REPAIRS	R	11/21/2018		3,680.00CR	132191	3,680.00
M13035	MACQUEEN EQUIPMENT CO							
	I-W03426	REPAIRS TO CONVEYOR BELT	R	11/21/2018		4,569.17CR	132192	4,569.17
M13037	MADDEN GALANTER HANSEN LLP							
	I-201811154089	LEGAL SERVICES	R	11/21/2018		2,502.95CR	132193	2,502.95
M13056	CITY OF MAPLEWOOD							
	I-201811144082	MAPLEWOOD UB OCT USAGE	R	11/21/2018		27,983.70CR	132194	27,983.70
M13074	MET COUNCIL ENVIRONMENTAL SVCS							
	I-0001088855	DEC WASTE WATER SERVICES	R	11/21/2018		84,782.14CR	132195	84,782.14
M13109	MENARDS-MAPLEWOOD							
	I-17689	SHOVEL DRAIN SPADE	R	11/21/2018		124.45CR	132196	124.45

PACKET: 03952 11/21/18 A/P RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
M13110	MENARDS-OAKDALE							
	I-65585	SHOVEL	R	11/21/2018		24.89CR	132197	24.89
M13188	MN BATTERY LLC							
	I-20733	BATTERY	R	11/21/2018		85.00CR	132198	85.00
M13240	MN MUNICIPAL UTILITIES ASSOC							
	I-52163	TRANSFORMER SCHOOL	R	11/21/2018		1,160.00CR	132199	1,160.00
M13374	MINNESOTA NATIVE LANDSCAPES							
	I-19003	HERBICIDE APPLICATION	R	11/21/2018		925.00CR	132200	925.00
N14151	NORTH VALLEY INC							
	I-PAYVOUCHER#1	NORTH VALLEY INC	R	11/21/2018		181,736.61CR	132201	181,736.61
N14154	NORTHDALE CONSTRUCTION CO							
	I-PAYVOUCHER#3	2018 ST & UTILITY IMP PROJECT	R	11/21/2018		387,096.21CR	132202	387,096.21
N14168	NORTHERN TOOL & EQUIPMENT							
	I-4131064832	SNOWPLOW PUSHERS	R	11/21/2018		179.85CR	132203	179.85
O15001	O'REILLY AUTO PARTS							
	I-2074-368883	R&M VEHICLES CLEAN/MAINTNCE	R	11/21/2018		36.96CR	132204	36.96
O15032	ON-SITE SANITATION							
	C-0000679965	REFUND	R	11/21/2018		14.25	132205	
	I-0000683743	RESTROOM SERVICES	R	11/21/2018		57.00CR	132205	
	I-0000683744	RESTROOM SERVICES	R	11/21/2018		130.00CR	132205	172.75
P16336	POMPS TIRE SERVICE INC							
	I-210377405	TIRES	R	11/21/2018		149.90CR	132206	
	I-210378241	TIRES	R	11/21/2018		1,695.00CR	132206	1,844.90
R02001	REPUBLIC SERVICES							
	I-0923-003731640	SEPTEMBER SERVICE	R	11/21/2018		1,501.74CR	132207	
	I-0923-003733921	SERVICE RESIDENTIAL SEPT	R	11/21/2018		56,800.45CR	132207	58,302.19
R18010	RAMSEY COUNTY							
	I-EMCOM-007286	RC 911 DISPATCH SERVICES	R	11/21/2018		7,292.01CR	132208	
	I-EMCOM-007288	RC CAD SERVICES OCT PD/FD	R	11/21/2018		1,368.01CR	132208	
	I-PRRRV-000995	TIF ADMIN COSTS FOR 2017	R	11/21/2018		3,732.57CR	132208	
	I-RESFA-002550	OCT PUBLIC WORKS GARBAGE	R	11/21/2018		578.38CR	132208	
	I-RESFA-002565	OCT RESIDENTIAL GARBAGE	R	11/21/2018		20,504.33CR	132208	33,475.30

PACKET: 03952 11/21/18 A/P RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
R18022	RAMSEY COUNTY-CEC- ENVIRONMENT HEALTH							
	I-201811144083	CEC HAULER OCT 2018	R	11/21/2018		19,239.17CR	132209	19,239.17
R18047	NM CLEAN 1, LLC							
	I-0000071-IN	R&M VEHICLES - PD SQUAD WASHES	R	11/21/2018		367.97CR	132210	367.97
S18996	SAFE-FAST INC							
	I-INV207771	WHITE HARD HATS	R	11/21/2018		122.90CR	132211	
	I-INV207903	GLOVES	R	11/21/2018		179.76CR	132211	302.66
S19003	INNOVATIVE OFFICE SOLUTIONS LLC							
	I-IN2278414	OFFICE SUPPLIES	R	11/21/2018		18.05CR	132212	
	I-IN2278434	OFFICE SUPPLIES	R	11/21/2018		116.31CR	132212	
	I-IN2282498	CHAIRMAT	R	11/21/2018		56.80CR	132212	191.16
S19052	SAMS CLUB DIRECT							
	I-002096	STARWATCH	R	11/21/2018		70.64CR	132213	
	I-004660	MISC SUPPLIES FOR FD	R	11/21/2018		126.23CR	132213	196.87
S19130	SKB ENVIRONMENTAL							
	I-RI49781	DISPOSAL CHARGES	R	11/21/2018		117.89CR	132214	117.89
S19172	SHAMROCK GROUP							
	I-2303269	SODA REFILL	R	11/21/2018		350.80CR	132215	350.80
S19433	STAPLES ADVANTAGE							
	I-3395778351	PRINTING - PAPER	R	11/21/2018		152.75CR	132216	152.75
S19450	STREICHERS							
	I-I1338001	UNIFORMS NEW SGT	R	11/21/2018		128.49CR	132217	128.49
T20076	TOSHIBA FINANCIAL SERVICES							
	I-68816759	COPIER SERVICES	R	11/21/2018		278.69CR	132218	
	I-68917900	COPIER SERVICES	R	11/21/2018		256.29CR	132218	
	I-68925380	COPIER LEASE	R	11/21/2018		217.61CR	132218	
	I-68931089	COPIER SERVICES	R	11/21/2018		28.89CR	132218	
	I-68931090	COPIER SERVICES	R	11/21/2018		185.35CR	132218	966.83
T20109	TEREX SERVICES							
	I-90908592	DRIVE KIT	R	11/21/2018		236.20CR	132219	236.20
T20161	THOMPSON REUTERS - WEST							
	I-839052422	SERVICE FEES INV SEPT	R	11/21/2018		187.20CR	132220	
	I-839221646	SERVICE FEES INV OCT	R	11/21/2018		187.20CR	132220	374.40

PACKET: 03952 11/21/18 A/P RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
T20215	TOKLE INSPECTIONS INC							
	I-201811144081	INSPECTIONS	R	11/21/2018		1,082.40CR	132221	1,082.40
T20285	TRI STATE BOBCAT INC							
	I-A50067	BALL JOINT	R	11/21/2018		28.26CR	132222	
	I-A50150	GLASS DOOR & VALVE	R	11/21/2018		991.73CR	132222	1,019.99
T20461	TWIN CITY HARDWARE							
	I-978660	HAND HELD KIT & CABLE PIN	R	11/21/2018		775.99CR	132223	775.99
T20470	TWIN CITY WATER CLINIC INC							
	I-12350	WATER SAMPLES	R	11/21/2018		240.00CR	132224	240.00
V22041	VAN IWAARDEN ASSOCIATES							
	I-201811154090	FINANCIAL SERVICES	R	11/21/2018		1,500.00CR	132225	1,500.00
W23500	WSB & ASSOCIATES INC							
	I-14-0-001887-580	2016 WATER SUPPLY PLAN	R	11/21/2018		42.00CR	132226	
	I-17-R-010077-000	2018 ST & UTILITY IMP PRJCT	R	11/21/2018		47,042.00CR	132226	
	I-30-0-001887-540	2016/2017 LIFT STATION IMPRVTS	R	11/21/2018		86.50CR	132226	
	I-42-0-002092-440	MS4 SERVICES	R	11/21/2018		316.50CR	132226	
	I-6-R-011720-000	2018 PAVEMENT MGMT PROJECT	R	11/21/2018		10,763.00CR	132226	
	I-9-R-011388-000	GEN SERVICES - 2018 WATER	R	11/21/2018		1,178.25CR	132226	
	I-9-R-011390-000	GEN SERVICE 2018 SURFACE WATER	R	11/21/2018		1,081.25CR	132226	
	I-9-R-011391-000	GEN SERVICE 2018 STREETS	R	11/21/2018		1,211.50CR	132226	
	I-9-R-011394-000	GEN SERV 2018 ROW PERMIT	R	11/21/2018		1,470.50CR	132226	63,191.50

PACKET: 03952 11/21/18 A/P RUN

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-183090000432	DEC INSURANCE	D	11/12/2018		40,240.17CR	000264	40,240.17
V22055	VANCO E-SERVICES							
	I-00009234184	EXCHANGE GATEWAY	D	11/15/2018		156.00CR	000266	156.00
M13248	MN DEPT OF REVENUE							
	I-201811144085	SALES & USE TAX OCT	D	11/20/2018		50,764.00CR	000262	50,764.00
M13300	M M P A - C/O AVANT ENERGY							
	I-2962	SEPT POWER BILLING	D	11/20/2018		387,023.18CR	000263	387,023.18
P16421	PREMIER BANK							
	I-201811154091	SEPT CREDIT CARD STATEMENT	D	11/21/2018		3,209.26CR	000265	3,209.26
E05241	ETS CORPORATION							
	I-201811084047	CREDIT CARD DRAFT CHARGES	D	12/05/2018		10,468.05CR	000261	10,468.05

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	69	0.00	921,833.24	921,833.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	6	0.00	491,860.66	491,860.66
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	76	0.00	1,413,693.90	1,413,693.90

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: November 20, 2018
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date					
11/2/2018	A/P Check Register Early Release	132140-132147	$	19,899.08	Approved by Craig Waldron
11/21/2018	A/P Check Register	132255-132260	$	14,962.35	
	Total			$14,962.35	

Approved this 20th day of November, 2018

City Manager

Mayor

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MEMORANDUM

TO: HRA Chairman and Commissioners
FROM: Jacquelyn Lutmer, Accounting Technician
DATE: November 2, 2018
SUBJECT: Recommendation of approval of HRA claims list.

Claim Date				
11/2/2018	A/P Check Register	132140-132147	$	19,754.32
11/2/2018	Drafts	000000	$	144.76
		Total		$19,899.08

Approved this 2nd day of November, 2018

City Manager

PACKET: 03940 hra early release 11/2/18

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
D04253	DSGW ARCHITECTS							
	I-018092.00-1	ARCHITECT SERVICES	R	11/02/2018		5,850.00CR	132140	5,850.00
H07994	H.A. BUILDERS							
	I-000166	RETRIM DOORS	R	11/02/2018		750.00CR	132141	750.00
L12462	LYMAN LUMBER COMPANY							
	I-816632	LUMBER	R	11/02/2018		4,197.82CR	132142	
	I-819771	LUMBER	R	11/02/2018		1,463.69CR	132142	
	I-819772	LUMBER	R	11/02/2018		204.84CR	132142	5,866.35
M13109	MENARDS-MAPLEWOOD							
	I-16320	3 1/4 X .1331 CTD 2.5M 33 DEG	R	11/02/2018		87.98CR	132143	
	I-16672	STAPLES	R	11/02/2018		44.99CR	132143	132.97
O15032	ON-SITE SANITATION							
	I-0000670591	RESTROOMS HRA HOUSE	R	11/02/2018		57.00CR	132144	57.00
R18074	REMACKEL OUTDOOR SERVICES							
	I-201810304029	GARAGE FLOOR CONCRETE	R	11/02/2018		3,050.00CR	132145	3,050.00
S19122	SAWTOOTH CONSTRUCTION							
	I-000091	DOOR REPAIRS	R	11/02/2018		750.00CR	132146	750.00
W17250	WENZEL PLUMBING, HEATING, COOLING							
	I-31940	UNDERGROUND PLUMBING	R	11/02/2018		3,298.00CR	132147	3,298.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	8	0.00	19,754.32	19,754.32
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:	8	0.00	19,754.32	19,754.32

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03943 hra 2

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
N14207	CITY OF NORTH ST PAUL							
	I-201811024042	UTILITY BILL SEPT USAGE	D	10/05/2018		144.76CR	000000	144.76

* * 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:	1	0.00	144.76	144.76
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	144.76	144.76

PACKET: 03955 HRA 11/21 CK RUN

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP PREMIER BANK

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
D04390	DURALAST PAINTING LLC							
	I-FRANK2	PAINTING	R	11/21/2018		2,250.00CR	132255	2,250.00
G07292	GRAYBAR							
	I-9307020260	PVCPA COND COUPLERS	R	11/21/2018		134.31CR	132256	134.31
L12462	LYMAN LUMBER COMPANY							
	C-820895	LUMBER RETURN	R	11/21/2018		354.52	132257	
	I-820713	LUMBER MATERIALS	R	11/21/2018		235.27CR	132257	
	I-821034	ROOF TRUSS	R	11/21/2018		10,475.53CR	132257	10,356.28
M13109	MENARDS-MAPLEWOOD							
	I-17725	NAILS	R	11/21/2018		4.76CR	132258	4.76
O15032	ON-SITE SANITATION							
	I-0000683745	RESTROOM SERVICES	R	11/21/2018		57.00CR	132259	57.00
S19486	SUPERIOR PROPERTY MAINTEN							
	I-9679	SOD INSTALLATION	R	11/21/2018		2,160.00CR	132260	2,160.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	6	0.00	14,962.35	14,962.35
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:	6	0.00	14,962.35	14,962.35

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT

Agenda placement: Consent Agenda

Subject: Approval of Special Event Permit for Old National Bank and the 2018 Holiday Hop.

To: Honorable Mayor and City Council

Background/Facts:

This is a Special Holiday Event to take place in Downtown North St. Paul to promote business in the area. Each business participating is responsible for their own in-store event. Wagon rides will be given and travel up and down 7th Avenue in Downtown from Old National Bank to the parking lot across from the post office. The event will take place on Saturday, December 1, 2018 from 8:00 a.m. to 12:00 a.m./midnight.

Recommendation: It is recommended the City Council approve the special event permit for Old National Bank and the 2018 Holiday Hop to be held on Saturday, December 1, 2018.

Attachments:

Summary of request
Special Event Permit Application
Resolution

Respectfully submitted,

KD by mm

Karin Derauf
Community Development Administrative Assistant

APPROVED FOR AGENDA ENCLOSURE:

CW by mm

Dr. Craig Waldron
City Manager

SPECIAL EVENTS PERMIT SUMMARY AND DEPARTMENT APPROVALS

A final check has been made of the application requirements; all required licenses and permits (if applicable) are issued or applied for and on file. (See Ordinance Section 91.030) NOTE: A Certificate of Liability Insurance has been received.

Name/Type of Event:		HOLIDAY HOP
Location/Area:		7TH Avenue in Downtown North St. Paul
Day/Date/Time:		Saturday / December 1, 2018 / 8:00 a.m. to 12:00 a.m.
Brief Description:		Holiday event to promote businesses in Downtown North St. Paul
On Public property:	_X_ YES	___ NO
Alcohol Served:	___ YES	_X_ NO
Charitable Gambling:	___ YES	_X_ NO

CITY SERVICES REQUESTED (please add any comments or concerns regarding this event)

Parks & Recreation: NONE

Comments:

Electric Dept: NONE

Comments:

Fire Dept: NONE

Comments:

Police Dept: NONE

Alcohol : If checked yes above, has permit been approved/date: ___ YES _____ (date) ___ NO

Gambling: If checked yes above, has permit been approved/date: ___ YES _____ (date) ___ NO

Comments:

Public Works Dept: NONE

Comments:

PLEASE REVIEW AND RESPOND BY: NOVEMBER 5, 2018

Please review the attached application and notify the Community Development Administration of any difficulties expected to be caused by the proposed event. If not returned by the above date, this application summary will be approved by default.

Special Notes Regarding this Application

1. Requesting that the Vendor Fee for the Wagonette Vendor be waived. (see letter attached).
2. Business participants in North St. Paul are responsible for their own in-store event.
3. Wagonette will travel up and down 7th Avenue in downtown from Old National Bank to the parking lot across from the Post Office.
4. Certificate of Liability is on file with the Vendor License Application for The Hitching Company (wagonette company).
5.

REVOCATION: The City Manager, or his/her designated official, may revoke a special event permit if the conditions set forth in the permit application are not being followed.

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Return To: Community Development Department
2400 Margaret Street
Phone: 651-747-2407 Fax: 651-747-2435

SPECIAL EVENT PERMIT APPLICATION – 2018

Important Notice: Certificate of Liability Insurance (if applicable) and any required attachments (maps, diagrams, etc.) must be submitted with this application. Failure to include these items will mean an automatic rejection of the application.

I. TITLE AND BRIEF DESCRIPTION OF EVENT:

Holiday Hop

II. APPLICANT INFORMATION: *The Applicant will be responsible for answering all questions, including inquiries from the media and citizens.*

Applicant: Maddie Petersen

Title: Volunteer

Address: 2700 7th Ave E
North St Paul, MN 55109

Business/Organization Name: Old National Bank

Daytime Phone: 763-656-2403 Evening Phone: 414-915-0439 Emergency Phone:

E-Mail Address: maddie.petersen@oldnational.com

III. EVENT TIMETABLE:

Requested day and date: Saturday, December 1st

Requested hours of operation, from 8 a.m./p.m. to Midnight a.m./p.m.

Set-up beginning day and date* Varies by time a.m./p.m.

Dismantle by day and date each business* time a.m./p.m.

E. Anticipated number of participants 200 and spectators

IV. INSURANCE:

Attach to this application a certificate of liability insurance, including the policy number and showing liability amounts. The policy must state that any outside area to be used for an event is covered and must also show evidence that the requested event is not excluded from insurance liability. If the event is to be held on public property, the City of North St. Paul must be listed as the Certificate Holder.

V. REQUESTED CITY SERVICES - (CHECK ALL THAT APPLY):	
	Trash containers (indicate number/location below)
	Electricity (The cost of the electrical hook-up is the applicant's responsibility. Payment must be made to the City of North Saint Paul. Please contact Brian Frandle at 747-2472.)
	Police Officers / Reservists
	Fire Department Personnel / Vehicles
	Barricades / Traffic Cones How Many?
	Recycling Containers How Many
	Other - Please describe:

VI. CHECK ALL ITEMS WHICH APPLY TO YOUR EVENT:	
	Event participant and/or spectator parking areas (describe):
	Entertainment or stage locations (provide to-scale drawing)
	Construction/erection of temporary structure(s) (may need permit, check with Community Development) – indicate location.
	Trash containers (indicate number/location)
	Portable toilet facilities (indicate number/location)
	Barricades (indicate number/location)
	First aid facilities (indicate who is providing)
	Parade and/or parade floats (may need permit, check with Fire Department)
	Fireworks or pyrotechnics site (may need permit, check with Fire Department)
	Cooking facilities, open flame, or vehicle fuels (may need permit, check with Fire Department)
X	Other - Please describe: wagonette rides - Insurance, map and timeline are provided

VII. CHARITABLE GAMBLING (CHECK IF APPLIES):

	Charitable Gambling - Please contact the Chief of Police at 651-747-2406 for forms and details. All charitable gambling requires a city permit application and some may also require a State permit application. This will be given separate consideration for approval by the City Council.

VIII. VENDORS OR CONCESSIONAIRES:

List what vendors/concessionaires you will have at your event:

Note: Vendors/concessionaires setting up on public property (streets, sidewalks, public parking lots) must have a Special Event Vendors License from the City of North St. Paul. Applications are available on our website at www.northstpaul.org or by calling 651-747-2400.

IX. FOOD, NON-ALCOHOLIC BEVERAGES AND/OR ENTERTAINMENT:

Will food and/or non-alcoholic beverages be served? _____ Yes __X__ No

If yes, describe sanitation measures and food handling procedures:

If food will be served outside of a licensed establishment; a Temporary Food Service Establishment license may be required. Contact the Ramsey County Department of Health at 651.266.1199 for requirement and licensing information.

If your event includes music, live entertainment, sound amplification or any other noise impact, please describe, including the intended hours of the music, sound or noise.

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

X. ALCOHOLIC BEVERAGES:

Will alcoholic beverages be served? _____ Yes __X__ No

If Yes Name of Liquor Establishment:

For service of alcohol outside a licensed premise, include a diagram showing the defined area of the alcohol concession service and attach a copy of your certificate of liquor liability insurance covering the limits of the alcohol service area.

If serving alcohol, describe how you will ensure that alcoholic beverages will be possessed and consumed only by those persons 21 years or older. Describe all security measures in place:

If you are a licensed establishment requesting an extension to your liquor license premises, you must complete an application for an extension with the Chief of Police. This will be given separate approval by the City Council.

*Title XI, Chapter 117, Section 117.120(B)(2)

If you are a licensed establishment requesting a temporary permit you must submit a completed Temporary Liquor License Application and all required documentation to the Chief of Police. This will be given separate approval by the City Council.

*Title XI, Chapter 117, Section 117.120(I)(1-9)

Have you submitted the required documentation to the Chief of Police? _____ Yes _____ No __X__ N/A

XI. SECURITY AND SAFETY PROCEDURES:

Describe your proposed procedures for security and crowd control:

Each business is responsible for their own event

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

XII. CLEAN-UP:

List persons responsible for clean-up duties:	

XIII. MITIGATION OF THE IMPACT ON OTHERS:

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

Each business is responsible for their own event

NOTE: Any condition which causes adverse impacts may be cause to revoke the Special Event Permit.

Acknowledgement and Signature: The undersigned hereby applies for a Special Event as described above and states the information submitted is true and correct.

Applicant Signature: R. Petrum Date of Application: 8/15/2018

FOR OFFICE USE ONLY

Received	
By	KCD
Date	10/12/18
e-Mail	✓
Fax	
In Person	

Documentation	Required	Received
Certificate of Insurance		✓
Map		✓
Entertainment / Stage Location		
Temporary Tent Permit		
Fireworks/Pyrotechnics Permit		
Cooking Facilities Permit		
Alcohol Service Diagram		
City Services	**Requested**	**Approved**
Police Reserves		
Fire Department Personnel/Equip		
Trash Cans		
Barricades / Traffic Cones		
Recycling Containers		
Electricity		
Other:		

No services requested

Holiday Hop Trolley Route for December 1, 2018:

★ Pick-up/drop-off at Old National Bank's lower parking lot

★ Pick-up/drop-off at the parking lot across from the Post Office

OLD NATIONAL BANK®
Your bank. For life.™

October 6, 2018

Dear City of North St Paul,

It is time again for the North St Paul Holiday Hop! This year's event will be on Saturday, December 1st.

I am requesting a waiver on the Special Event Permit Application for the Hitching Company as it is a company being used by two North St Paul businesses – Sandberg Funeral Home and Berwald Roofing. Since the fee would be waived for these businesses if they could personally participate, it seems fitting to waive this fee for sponsoring this event.

Thank you for your time and consideration.

Sincerely,

Maddie Petersen

Old National Bank, Banking Center Manager

763-656-2403

CITY OF NORTH ST. PAUL
Consent Agenda

RESOLUTION NO. 2018-xxx

RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR 2018 HOLIDAY HOP

WHEREAS, the City of North St. Paul has received a request from Old National Bank; and

WHEREAS, the particulars of the event are:

- North St. Paul Business Association will sponsor wagon rides which will operate along 7th Avenue from Old National Bank to the Post Office.
- Pick-up and drop-off locations for wagon riders will be at Anchor Bank, and the City owned property at 2536 7th Avenue.
- The wagon ride operator, The Hitching Company, will be responsible for cleaning up after the horses.
- There are no requests for City services.

WHEREAS, City Staff and the Police Chief have reviewed the application and all permits and required forms have been submitted.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of North St. Paul, it hereby approves the Special Event Permit for the 2018 Holiday Hop event scheduled to take place on the grounds of Downtown North St. Paul, on Saturday, December 1, 2018.

ADOPTED this 20th day of November.

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, City Manager

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Financial Report
As of September 30, 2018

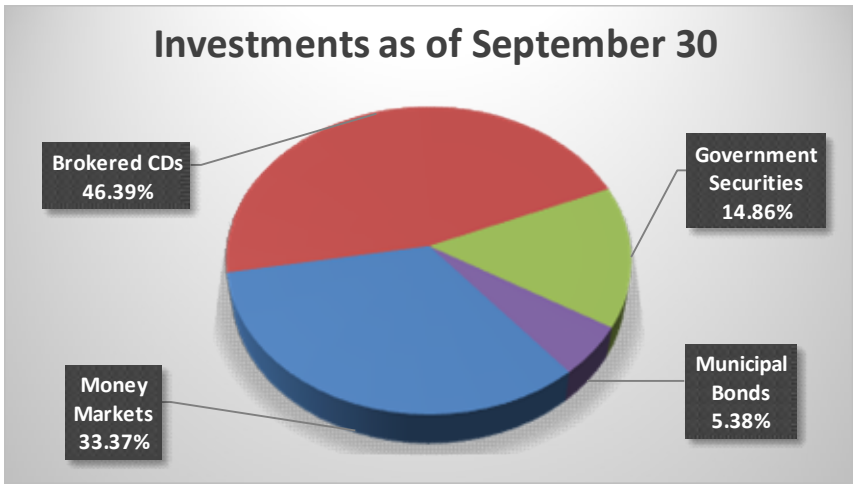
To: Honorable Mayor and City Council

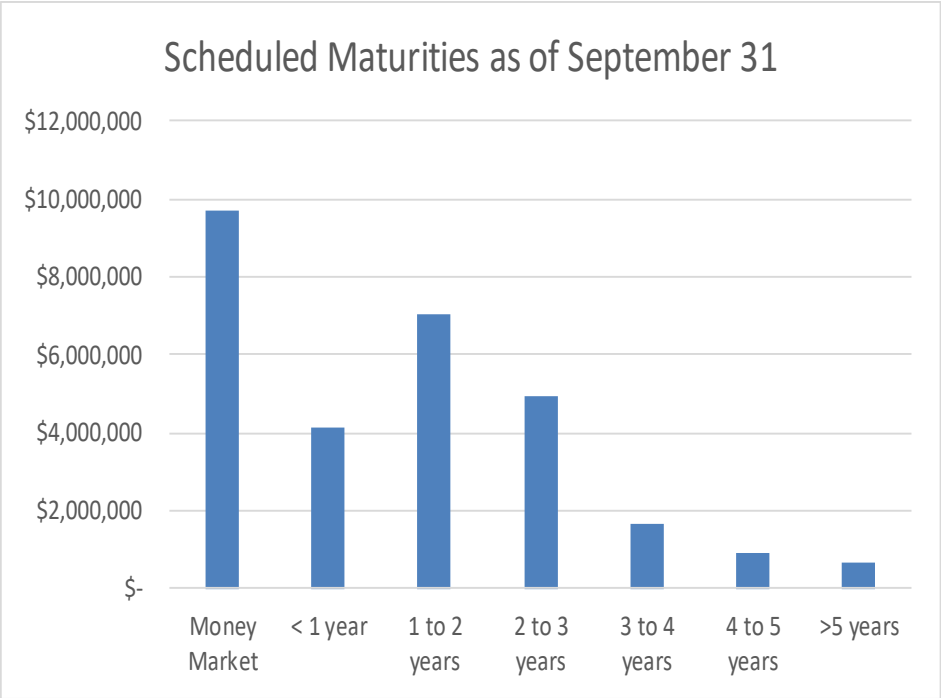
From: Jeanne Day, Finance Director

Date: October 22, 2018

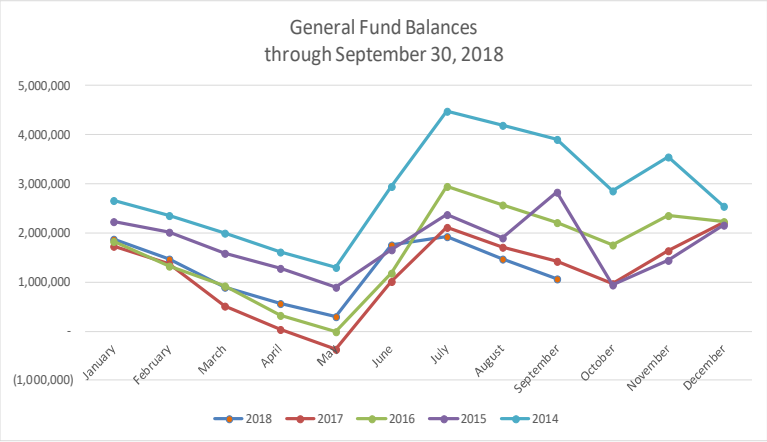
Current Portfolio Summary

This report presents a summary of the City's investment portfolio as of September 30, 2018; details of the portfolio will be reviewed by the Investment Committee on November 13th. The investment portfolio was in compliance with State laws and City policies. As of September 30, 2018, 14.86% of the portfolio invested in US Government Agencies, in addition 46.39% of the portfolio was invested in Brokered Certificate of Deposits and 5.38% in Municipal Bonds.

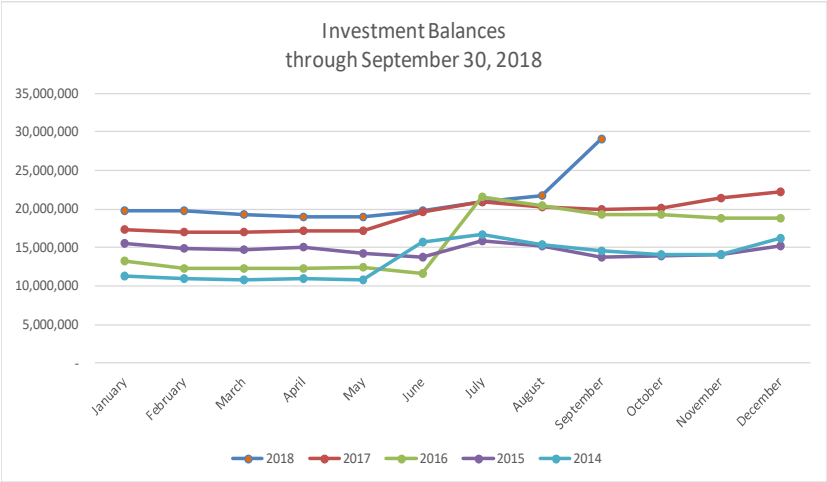




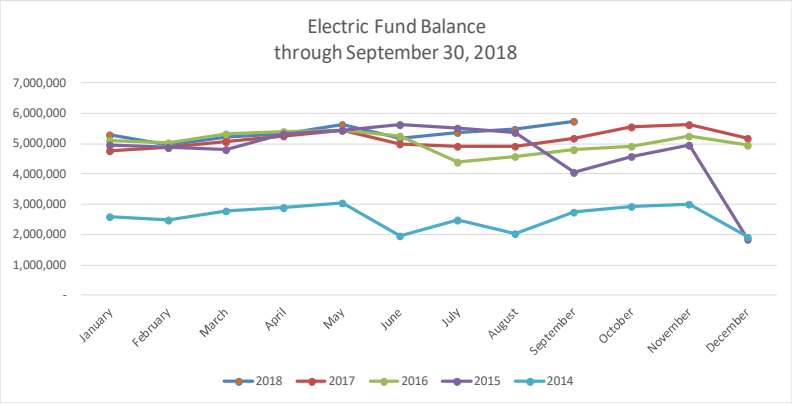
The end of June the City received 75% of the May tax settlement which has been invested in July, therefore reducing the percentage allocated to Money Markets and increasing the investments in Brokered CDs and Government Securities. The City also issued $6.9 million in bonds for the 2018 Street & Utility Project. These funds have been placed in a money market account as well. The balance in Money Markets remains high as there are still bond proceeds from the 2016 & 2017 bond issues remaining to be spent. An investment report, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter was presented to the Investment Committee. This management summary is prepared in a manner which allows the City to ascertain whether investment activities during this reporting period have conformed to the investment policy.



Cash flow balances rise during the months of June, July and December as the City receives its distribution of property tax receipts from the County. These dollars need to be monitored and invested strategically as this is the primary source of revenue in the General Fund and need to be readily available for the next 5-6 months cash flow needs. Beginning 2014, the practice of operating transfers are made mid-year versus December 31 as previously reported. 2016 Operating Transfers were completed on July 1, and on June 30 in 2017.



Similar to property tax distribution, the debt service levy is received June and December from the County and supports the semiannual debt service payments that come due on February 1 and August 1 of each year. 2014 reflects the short term investment of $4.92 million in bonds settled in June 2014. These proceeds were invested short term as the 2014 Street Improvement project. Also, $555,000 was Equipment Certificates designated for the acquisition of a fire truck. The possession and acceptance of this truck was delayed for various reasons and the investments were held longer than anticipated. In April 2016, the Council moved to negotiate bond issuance of $7,485,000, these proceeds were also placed in the Money Market for short term investments as the 2016 Street Project as well as the three Utility Lift Station Projects were completed. In June 2017, the City issued $1,490,000 in bonds, these proceeds were also placed in the Money Market for short term investments as the 2017 projects began. As of June 30 the City had received the advance of property taxes but had not yet invested them. On September 20, 2018 the City received bond proceeds for the 2018A Street & Utility Project totaling $6,940,000 and premium.

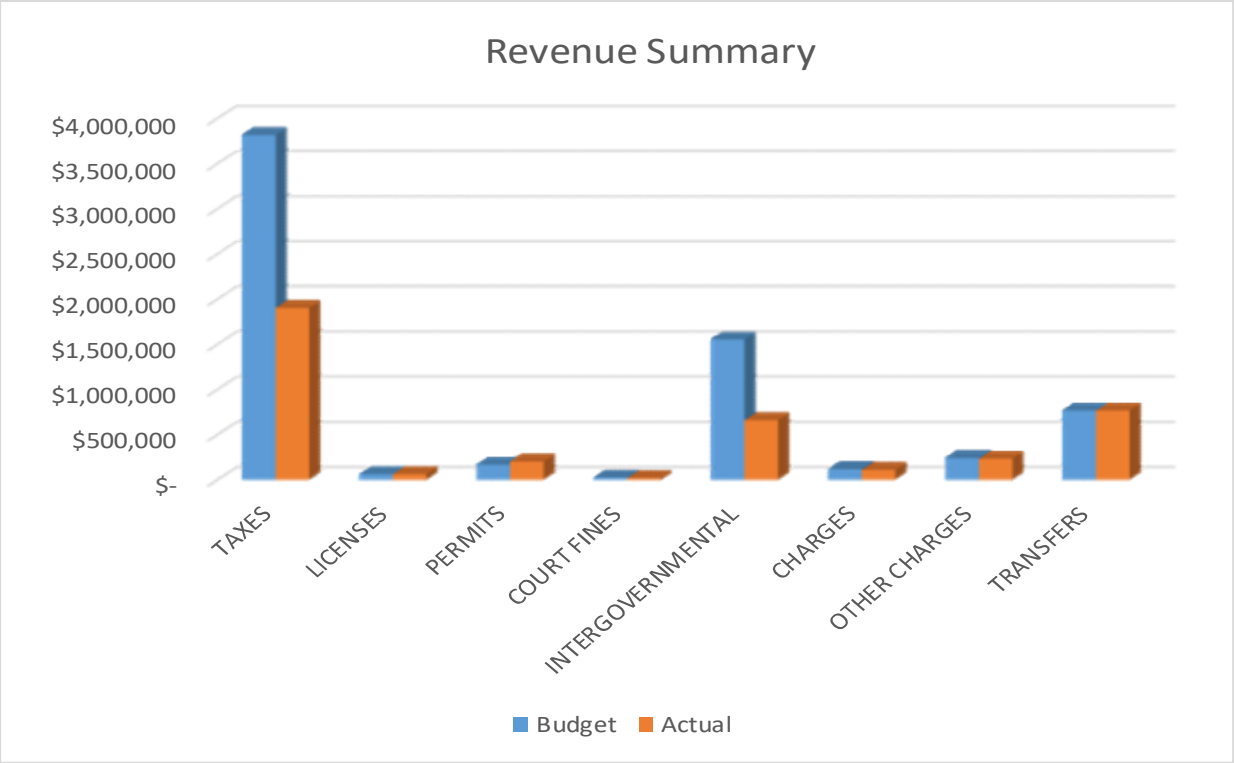


The Electric Fund is the largest fund within the City's portfolio. As indicated in the summary for the General Fund, beginning 2014, the practice of operating transfers are made mid-year versus December 31 as previously reported. Also, as of 2015, all internal loans for negative cash balances are reversed immediately, January 1 of the following year. This allows the true picture of every fund to be reflected during interim reporting. As of December 31, 2015 the internal loan balance for negative cash was $3,113,698, with the majority, $2,310,567 to the Fiber Optic Fund. Beginning 2016, this internal loan is reported in the Water and Waste Water Funds. The Operating Transfer to the General Fund of $1,089,000 was made in September 2015, $959,000 in June 2016, $556,800 in June 2017, and $406,800 in June 2018. The support to the General Fund is targeted at $600,000 between both Franchise Fees and Operating Transfers.

Statement of Revenues & Expenditures – General Fund

	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
TAXES	$ 3,826,841	$ 1,912,577	$ 1,742,891	49.98%
LICENSES	72,250	73,139	67,295	101.23%
PERMITS	177,500	211,106	180,437	118.93%
COURT FINES	34,000	27,918	26,062	82.11%
INTERGOVERNMENTAL	1,564,602	670,650	1,023,989	42.86%
CHARGES	129,910	119,275	165,533	91.81%
OTHER CHARGES	251,965	245,057	194,041	97.26%
TRANSFERS	776,800	777,221	1,077,173	100.05%
TOTAL REVENUES	$ 6,833,868	$ 4,036,943	$ 4,477,421	59.07%
EXPENDITURE SUMMARY				
CITY COUNCIL	$ 109,170	$ 108,692	$ 112,688	99.56%
ADMINISTRATION	501,296	368,360	327,856	73.48%
ELECTIONS	24,875	21,528	29,902	86.54%
CENTRAL SERVICES	-	-	388,671	
FINANCE	373,801	245,541	246,530	65.69%
LEGAL SERVICES	-	-	152,168	
COMMUNITY DEVELOPMENT	269,077	222,085	167,730	82.54%
POLICE	2,807,659	2,046,928	1,882,078	72.91%
FIRE DEPARTMENT	984,485	723,592	536,479	73.50%
BUILDING INSPECTIONS	137,598	98,114	96,215	71.30%
STREET MAINTENANCE	960,023	815,749	592,685	84.97%
URBAN FORESTRY	174,222	140,920	139,554	80.89%
PARKS	376,178	283,777	278,352	75.44%
RECREATION	104,399	37,106	-	35.54%
TOTAL EXPENDITURES	$ 6,822,783	$ 5,112,392	$ 4,950,908	74.93%
EXCESS REVENUES/(EXPENDITURES)	$ 11,085	$ (1,075,449)	$ (473,487)	

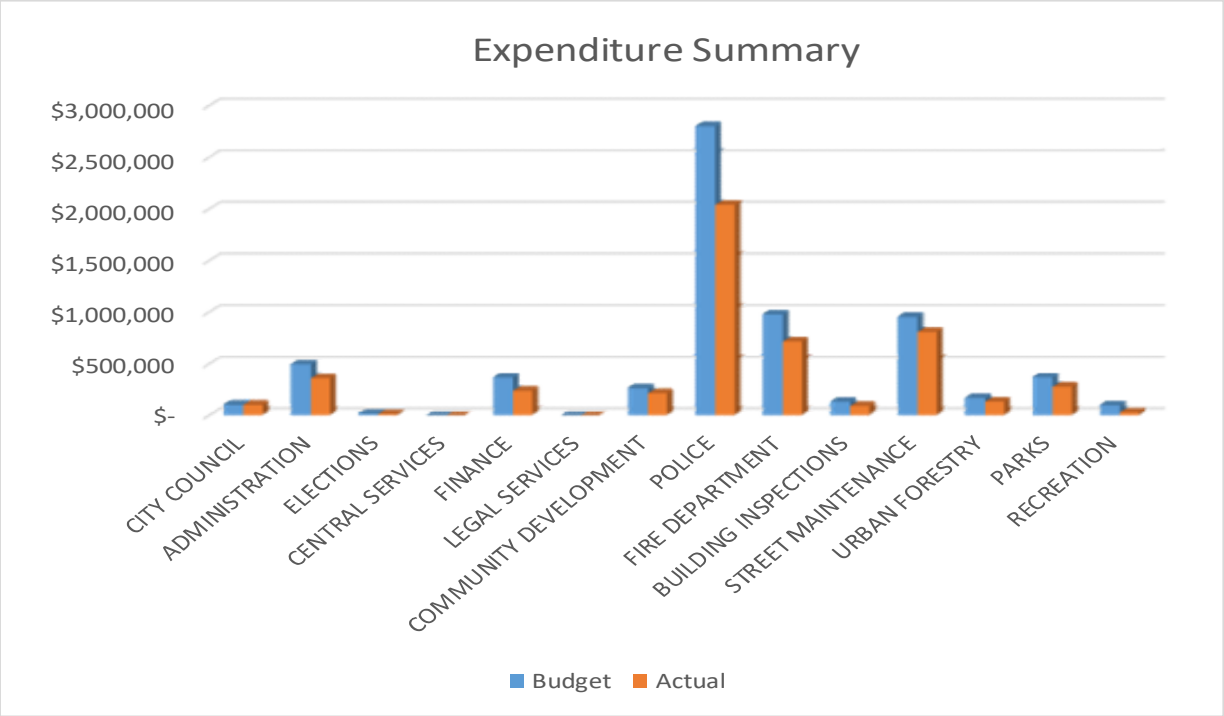
REVENUE SUMMARY



REVENUES

At this point the General Fund is tracking to finish the year in good position. As noted earlier in discussion of cash flow balances rise during the months of June, July and December as the City receives its distribution of property tax receipts from the County. The affiliated revenues will be reflected in these months as well. Revenues are projected to be on target with budget, with the exception of Permit Revenues and Contractor Licenses, as well as Intergovernmental Revenues, which all are expected to exceed budget. Permit Revenue is projected to exceed budget as it already has at 118.93% of budget and there is continued new development. Similarly, License Revenue is projected to exceed budget as it already has at 101.23% of budget. Intergovernmental Revenue will exceed budget as the City received a FEMA grant for $168,183 that was not awarded during the budget process. This revenue will be offset with an increase in expenditures as well. As the Feds continue to raise interest rates the City's market value adjustment will impact the investment earnings for the year. This will reflect an unrealized loss which will reduce investment earnings for reporting purposes only.

EXPENDITURE SUMMARY



EXPENDITURES

City Council-Engineering expenses will be over spent as there is already $11,800 incurred for the ADA Transition Plan that was not in the budget. Legal expenses have also surpassed budget due to the White Bear Lake Amicus Brief. Also the acquisition of IPADs for Council totaling $6,110 was not in the budget. Awards & Indemnities is also over budget by $1,943, Community Service Awards exceeding budget and $1,012 for plaque not budgeted. There will be cost savings in Software & Technology as the City is no longer utilizing Granicus.

Administration-Although there was to be savings in Personnel Services as the City has engaged in a contract for the City Manager, these savings were utilized to offset funding of the newly created Recreation Coordinator position, and will offset the General Contract/Consultant expenses in the beginning of the year. Communications Devices has the acquisition of a new phone that was not part of the budget as well. Also the acquisition of an IPAD for the City Manager totaling $1,222 was not in the budget. Savings in the Training & Travel will offset these overages.

Elections-Majority of election activity will be in the fourth quarter. The budget has nothing allocated for personnel expenses but has incurred costs with staff training and activities.

Finance-Software and Technology billings are mainly received in the fourth quarter. Advertising and Legal Notices is over budget by $1,104. Overall projections for the department are to come in under budget for the year.

Community Development-Several areas are already exceeding the annual budget, Office Supplies at 111.28%, Planning Services at 124.81%, Engineering Services at 158.48%, General Service Fees at 5,308.62%, as well as, Dues & Subscriptions at 169.49%. Also new phone acquisition for $398 not in the budget, but savings in other areas could offset these shortfalls.

Police-Overall projections are to come in under budget for the year. Personnel Services will see a savings as there were two partial officers to begin at the end of 1st quarter and at the end of 2nd quarter that neither have been filled. Supplies are only at 55.35% of budget. Overall projections for the department are to come in under budget for the year.

Fire-The department is projected to end the year under budget. Personnel Services Overtime Salaries is already exceeding budget at 119.36%. Overall Supplies are significantly under budget at 36.42%. Legal Services already exceed budget at 279.72%. Dues & Subscriptions exceeded budget by $690. Office and Field Equipment of $31,715 were not budgeted. Overall the department is at 73.5% of budget and will require continual monitoring for the remainder of the year.

Building Inspections-Overall projections are to come in under budget for the year. Personnel Services will have a saving that will be offset by an increase in contracted services for the remainder of the year.

Street Maintenance-Overall projections are on target with the budget. Part Time Salaries are exceeding budget by $22,882 which will be offset by the allocation of Part Time Salaries in the Park Maintenance department which has a balance of $37,765. Salt & Sand has not been purchased for the season yet so it is reflecting a balance of $53,408 which is projected to be spent. City Mechanic and Contracted Repair & Maintenance expenses have exceeded budget but will be offset with other savings throughout the department.

Urban Forestry-Projections are to end the year at budget. Overtime salaries are exceeding budget by $2,172 for hosting citizen pruner class at shop with U of M and community meetings for street project around Silver Lake. Motor Fuels and Maintenance Materials exceed budget but should be offset with other savings within the department.

Parks-Projections are to end the year at budget. Signs, Maintenance Materials and Uniforms are currently over budget. Overall the department is at budget but as the summer/fall month's activity is beginning to taper off and the department should be in alignment with budget for year end.

Recreation-This department was created based on Council Action. Overall projections for the department are to come in under budget for the year.

Legal and Central Services Departments-These departments have been removed based on Council Action.
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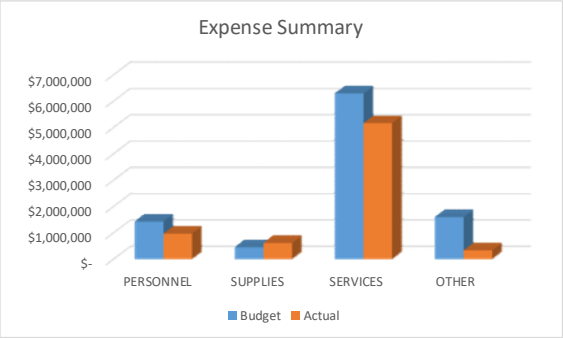
Statement of Revenues & Expenses – Electric

Electric	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
CHARGES FOR SERVICES	$ 9,489,000	$ 8,012,233	$ 4,346,135	84.44%
OTHER	350,000	227,729	152,097	65.07%
TOTAL REVENUES	$ 9,839,000	$ 8,239,962	$ 4,498,232	83.75%
EXPENSE SUMMARY				
PERSONNEL	$ 1,446,197	$ 987,065	$ 596,497	68.25%
SUPPLIES	469,236	631,346	48,287	134.55%
SERVICES	6,309,075	5,184,551	2,292,269	82.18%
OTHER	1,614,492	354,548	655,786	21.96%
TOTAL EXPENSES	$ 9,839,000	$ 7,157,510	$ 3,592,839	72.75%
EXCESS REVENUES/(EXPENSES)	$ -	$ 1,082,452	$ 905,393	



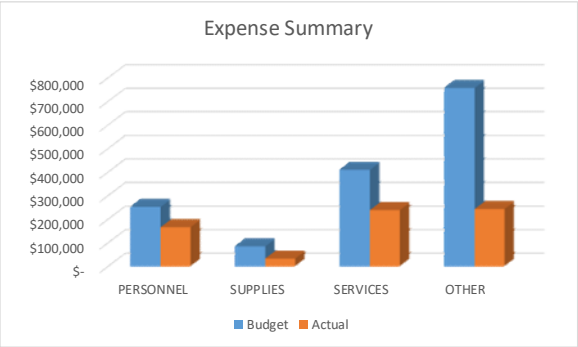
The status of the Electric Fund is anticipated to have a positive finish to the year. 2018 included the 2018 & 2019 reduction in Operating Transfer support to the General Fund. Summer rates are just beginning. It has been a warm spring/early summer so revenues may appear slightly high. The main expense within Services is the purchase of power through the Joint Powers Agreement with MMPA budgeted at $5,585,915. Expenses are currently at 83.68% of budget. Just as the revenues saw an increase with warmer weather, this increase is also reflected in the expense for the acquisition of power. Fourth quarter will see reductions in both.

Council has authorized the acquisition of a new electric metering software system in June 2017. The kick off meeting for training and transitioning begins on November 7. There was a delay in executing the contract, and although the software along with 3,000 meters and collector equipment has been made the majority of these expenses will be in 2018. The budget of $220,000 in the Supplies category which includes acquisition of the additional meters for this project. This new system will be used to complete the citywide installation of radio transmitting meters. This has been a multi-year process and even with the delay of acquisition it is anticipated to be complete in 2018. There are currently 392 meters remaining to be installed to complete the system.

The City rolled out a new green pricing power program for power acquisition of renewable energy in 2017. There is currently 236 customers in the clean energy choice program to date.

Statement of Revenues & Expenses – Water

Water	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
CHARGES FOR SERVICES	$ 1,337,073	$ 1,385,490	$ 1,371,505	103.62%
OTHER	187,934	34,437	41,814	18.32%
TOTAL REVENUES	$ 1,525,007	$ 1,419,927	$ 1,413,319	93.11%
EXPENSE SUMMARY				
PERSONNEL	$ 255,421	$ 169,353	$ 157,581	66.30%
SUPPLIES	87,987	36,400	(13,621)	41.37%
SERVICES	412,589	242,018	216,587	58.66%
OTHER	759,936	246,362	268,859	32.42%
TOTAL EXPENSES	$ 1,515,933	$ 694,133	$ 629,406	45.79%
EXCESS REVENUES/(EXPENSES)	$ 9,074	$ 725,794	$ 783,913	



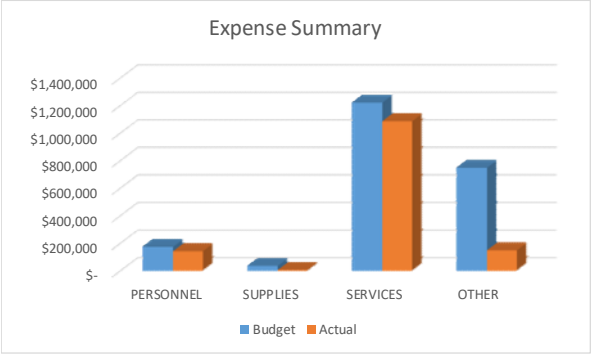
The Water Fund is on mark with the budget for 2018. Revenues are in alignment with projected revenues. Although there are no seasonal rate, water revenues will begin seeing an increase throughout the remaining months as outside watering increases.

Personnel expenses are slightly under budget. Supplies, combined are at 41.37% of budgetary targets. There still remains about 4 units remaining. Director Fleischhacker has implemented a plan to complete these remaining units. Operating and Maintenance Materials and Supplies are significantly below budget but, as stated previously, activity will increase significantly over the summer/fall months. General Services is at 58.66% and remain on target to budget. Training and Travel is currently at 45.52% of budget but could be timing of the anticipated training for the year.

Final contractor payments of the bonded 2016 & 2017 Street Projects have been made and the projects are being finalized by the engineers. The 2018 Street & Utility Improvement Projects are underway. The Water Fund is on track to build up reserves for future capital needs in accordance with the rate study completed.

Statement of Revenues & Expenses – Waste Water

Waste Water	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
CHARGES FOR SERVICES	$ 2,068,404	$ 1,612,905	$ 1,518,822	77.98%
OTHER	135,614	38,053	63,429	28.06%
TOTAL REVENUES	$ 2,204,018	$ 1,650,958	$ 1,582,251	74.91%
EXPENSE SUMMARY				
PERSONNEL	$ 177,831	$ 147,099	$ 139,602	82.72%
SUPPLIES	39,951	10,224	5,604	25.59%
SERVICES	1,225,200	1,090,439	967,647	89.00%
OTHER	751,963	153,550	542,509	20.42%
TOTAL EXPENSES	$ 2,194,945	$ 1,401,312	$ 1,655,362	63.84%
EXCESS REVENUES/(EXPENSES)	$ 9,073	$ 249,646	$ (73,111)	



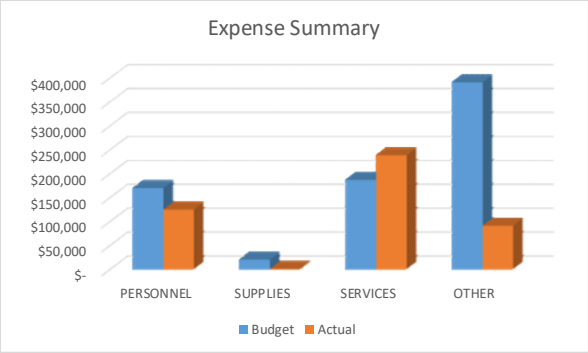
The Wastewater Fund is currently in good position to end 2018 with a positive position. As noted with the other utility funds, expenses and revenues are on pace to finish the year strong. Revenues will exceed budget as the sewer averaging of the winter months (December through February water usage) to calculate the remainder of the years sewer consumption base was higher than projected in the conservative budget processing.

Personnel expenses are meeting budgeted targets, with the exception of Overtime Salaries at 110.78% and Part Time Salaries which are currently at 240.74%. Operating and Maintenance Materials and Supplies are significantly below budget but, as stated previously, activity will increase significantly over the summer/fall months. Contractual Services are at 89.0% of budget, with a few line items exceeding budget. These overages are expected to be absorbed with savings throughout the fund. Metropolitan Council Waste Water Disposal Fee is the largest expense in Services at $1,017,020 and is budgeted accordingly.

Final contractor payments of the bonded 2016 & 2017 Street Projects have been made and the projects are being finalized by the engineers. The 2018 Street & Utility Improvement Projects are underway.

Statement of Revenues & Expenses – Surface Water

Surface Water	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
CHARGES FOR SERVICES	$ 761,963	$ 606,360	$ 537,134	79.58%
OTHER	17,588	11,028	37,387	62.70%
TOTAL REVENUES	$ 779,551	$ 617,388	$ 574,521	79.20%
EXPENSE SUMMARY				
PERSONNEL	$ 171,494	$ 126,665	$ 124,434	73.86%
SUPPLIES	21,766	2,511	1,567	11.54%
SERVICES	188,464	239,911	103,276	127.30%
OTHER	392,382	92,870	251,921	23.67%
TOTAL EXPENSES	$ 774,106	$ 461,957	$ 481,198	59.68%
EXCESS REVENUES/(EXPENSES)	$ 5,445	$ 155,431	$ 93,323	



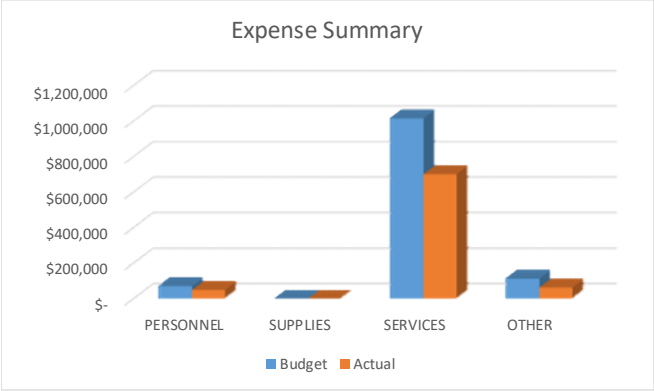
The Surface Water Fund continues to show positive gains, resulting in a projected increase in the year-end cash balance. Revenues are tracking slightly above budgeted projections and expenses are projected to end below budget both providing favorable results at year end. Other Revenue is tracking below budget due to interest income falling below budget. This is caused by the Feds continuing to raise interest rates. The City's market value adjustment will impact the investment earnings for the year. This will reflect an unrealized loss which will reduce investment earnings for reporting purposes only.

Personnel expenses are slightly under budget at 73.86% but Overtime Salaries have slightly exceeded budget. Operating and Maintenance Materials and Supplies are significantly below budget. Services are also significantly below budget, there is $72,000 allotted for Contracted Repair & Maintenance repair/maintenance has been overspent, but $123,710 for the 5th Street Storm Sewer Improvements are included.

Final contractor payments of the bonded 2016 & 2017 Street Projects have been made and the projects are being finalized by the engineers. The 2018 Street & Utility Improvement Projects are underway.

Statement of Revenues & Expenses – Solid Waste

Solid Waste	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
CHARGES FOR SERVICES	$ 1,054,878	$ 797,348	$ 768,123	75.59%
OTHER	93,955	48,702	59,916	51.84%
TOTAL REVENUES	$ 1,148,833	$ 846,050	$ 828,039	73.64%
EXPENSE SUMMARY				
PERSONNEL	$ 72,147	$ 50,701	$ 43,096	70.27%
SUPPLIES	93	97	97	104.30%
SERVICES	1,016,279	702,294	827,314	69.10%
OTHER	114,806	64,424	68,600	56.12%
TOTAL EXPENSES	$ 1,203,325	$ 817,516	$ 939,107	67.94%
EXCESS REVENUES/(EXPENSES)	$ (54,492)	$ 28,534	$ (111,068)	



The Solid Waste Fund is on mark with the budget for 2018. Revenues are in alignment with projected revenues.

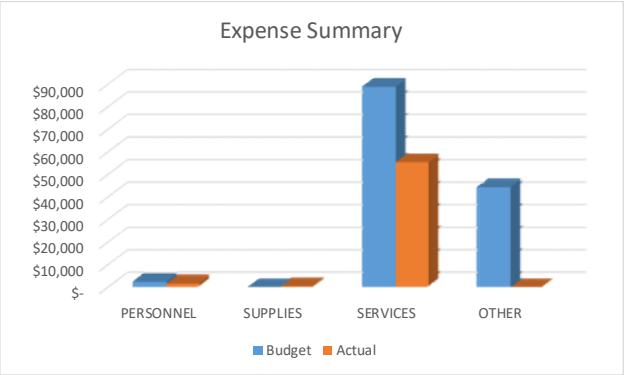
Personnel expenses are slightly under budgeted targets. Operating and Maintenance Materials and Supplies are above budget, but it is an immaterial amount.

Contractual Services is the majority of the Solid Waste Fund budget of $1,016,279 as this fund is mainly a pass through of the service based on contract that the City has with Republic Services budgeted at $663,100 and disposal costs budgeted at $320,370. There is also $28,845 budgeted for Ramsey County SCORE Grant expenses that have not yet occurred.

Fire Chief Duddeck and Strategic Operations Director have been working with the County to create a RFP for Solid Waste and Recycling Services for 2019 Services. The current contract expires August 2019.

Statement of Revenues & Expenses – Fiber Optic

Fiber Optic	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
CHARGES FOR SERVICES	$ 113,266	$ 90,766	$ 94,064	80.14%
OTHER	(8,995)	(22,921)	(18,817)	254.82%
TOTAL REVENUES	$ 104,271	$ 67,845	$ 75,247	65.07%
EXPENSE SUMMARY				
PERSONNEL	$ 2,509	$ 1,748	$ 2,765	69.67%
SUPPLIES	-	490	-	
SERVICES	88,973	55,601	74,306	62.49%
OTHER	44,440	-	44,439	0.00%
TOTAL EXPENSES	$ 135,922	$ 57,839	$ 121,510	42.55%
EXCESS REVENUES/(EXPENSES)	$ (31,651)	$ 10,006	$ (46,263)	



Similar to previous reports, the budget to actual projection remains the same as in previous years – expenses outweigh projected revenues.

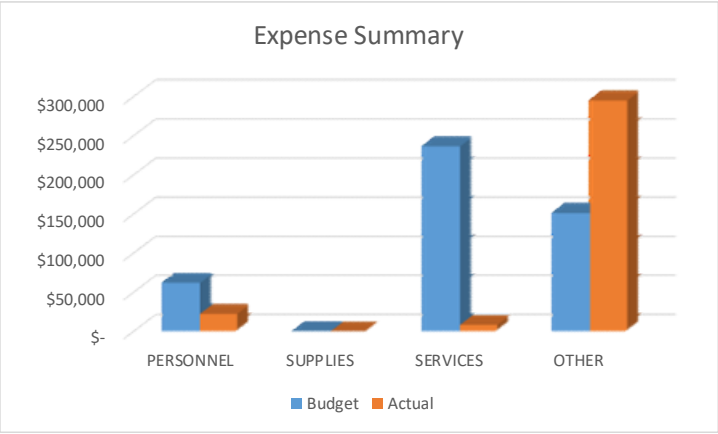
Revenues, are estimated at $104,271, which are based on contracts for service or agreements between the City and other government jurisdictions that use the City's existing fiber system. The system was mainly constructed for governmental and institutional uses; it is not providing services as was proposed with the Polarnet referendum.

2016 was the final year for lease expenses so the fund shortfalls will continue to be significantly less. The current liability for cash flow is $2,432,956 as of December 31, 2017, with the addition of any loss at year ending 2018. Business decisions are being discussed as to the reduction and repayment of this liability.

City Manager Waldron and Fire Chief Duddeck are working with Hamline to generate various business plan options for this fund. City Council is looking at charging various City Funds for the Fiber Services that are being utilized as part of the 2019 budget.

Statement of Revenues & Expenses – Housing & Redevelopment Authority

HRA	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
TAXES	$ 152,040	$ 80,759	$ 92,562	53.12%
OTHER	299,900	317,772	13,780	105.96%
TOTAL REVENUES	$ 451,940	$ 398,531	$ 106,342	88.18%
EXPENSE SUMMARY				
PERSONNEL	$ 62,589	$ 22,890	$ 24,309	36.57%
SUPPLIES	500	-	-	0.00%
SERVICES	237,075	8,953	38,891	3.78%
OTHER	151,776	295,732	181,956	194.85%
TOTAL EXPENSES	$ 451,940	$ 327,575	$ 245,156	72.48%
EXCESS REVENUES/(EXPENSES)	$ -	$ 70,956	$ (138,814)	



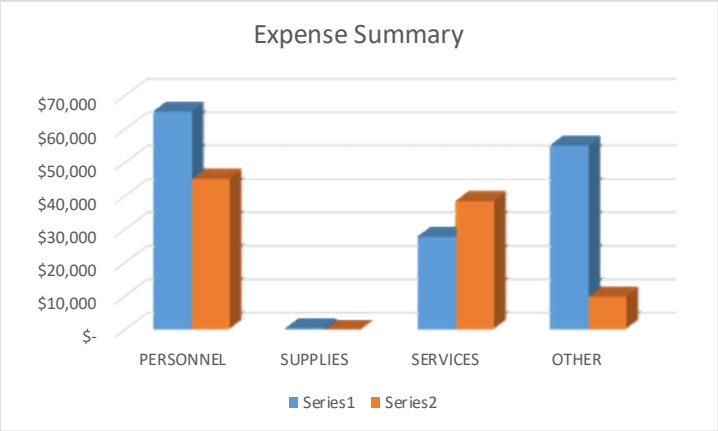
The Housing & Redevelopment Authority (HRA) is a budgeted fund that we will begin reporting on. In accordance with State Statute 469.033, the HRA has taxing authority of 0.0185% of the estimated market value. As noted earlier in discussion of cash flow balances rise during the months of June, July and December as the City receives its distribution of property tax receipts from the County. The HRA funds affiliated revenues will be reflected in these months as well. Other revenue reflects a sale from the Student Built Housing Program.

Expenses include $100,000 for the Home (revolving) Loan Program, $16,000 for Emergency Repairs Program, $198,000 Student Built Housing Program, $10,000 for Aging in Place Assistance Programs, and $5,000 for the Safe Have Program (home inspections, smoke/carbon monoxide detectors and range hoods for elderly), as well as $62,589 for staff time of Executive Director/City Manager (15%), and Community Development Director (10%) and $20,000 Transfer to the General Fund for other overhead expenses.

Other also includes $56,600 in funds needed to cover the loss on the sale of Commerce Park Property.

Statement of Revenues & Expenses – Economic Development Authority

EDA	CURRENT BUDGET	YEAR TO DATE ACTUAL	PRIOR YEAR YTD ACTUAL	% YTD BUDGET
REVENUE SUMMARY				
TAXES	$ 148,999	$ 74,500	$ 70,468	50.00%
OTHER	-	-	1,242	
TOTAL REVENUES	$ 148,999	$ 74,500	$ 71,710	50.00%
EXPENSE SUMMARY				
PERSONNEL	$ 65,376	$ 45,245	$ 45,060	69.21%
SUPPLIES	500	-	-	0.00%
SERVICES	27,937	38,574	6,416	138.07%
OTHER	55,186	10,000	10,000	18.12%
TOTAL EXPENSES	$ 148,999	$ 93,819	$ 61,476	62.97%
EXCESS REVENUES/(EXPENSES)	$ -	$ (19,319)	$ 10,234	



The Economic Development Authority (EDA) is a budgeted fund that we will begin reporting on. In accordance with State Statute 469.033, the HRA has taxing authority of 0.0185% of the estimated market value. As noted earlier in discussion of cash flow balances rise during the months of June, July and December as the City receives its distribution of property tax receipts from the County. The EDA funds affiliated revenues will be reflected in these months as well.

Expenses include $10,000 EDA identified development projects, $10,000 Wayfinding Signage, $2,500 EDA Approved Project Consultants, $4,200 training, $500 Supplies, as well as $65,376 for staff time of Executive Director/Community Development Director (50%) and $10,000 Transfer to the General Fund for other overhead expenses.

Contractual Services includes $7,369 in legal expenses and $26,644 in funds needed to cover the closing costs on the sale of Commerce Park Property.

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent

Subject: Renewal of Gas Franchise with Xcel Energy

To: Honorable Mayor and City Council

Background/Facts:

The City's existing gas franchise agreement with Xcel energy was set to expire in September of this year. The City granted an extension of the franchise until February 2019 for the purposes of negotiating a new franchise. Xcel has proposed the attached two documents to replace the expiring franchise agreement, and staff recommends approval. Because the law requires a 60 day notice for franchises, in order to meet the February deadline for continuous service, the City would need to approve these new documents by December 1.

Recommendation: It is recommended the City Council adopt the two Ordinances renewing the gas franchise with Xcel Energy.

Attachments:
Ordinance No. 775 New Franchise Agreement
Ordinance No. 776 Fees related to new Franchise Agreement

Respectfully submitted,

CW by mm

Dr. Craig Waldron
City Manager

GAS FRANCHISE ORDINANCE

ORDINANCE NO. 775.

CITY OF NORTH ST. PAUL, RAMSEY COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO ERECT A GAS DISTRIBUTION SYSTEM FOR THE PURPOSES OF CONSTRUCTING, OPERATING, REPAIRING AND MAINTAINING IN THE CITY OF NORTH ST. PAUL, MINNESOTA, THE NECESSARY GAS PIPES, MAINS AND APPURTENANCES FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY AND ITS INHABITANTS AND OTHERS AND TRANSMITTING GAS INTO AND THROUGH THE CITY AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, RAMSEY COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 **City.** The City of North St. Paul, County of Ramsey, State of Minnesota.

1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate Gas retail rates now vested in the Minnesota Public Utilities Commission.

1.4 **Company.** Northern States Power Company, a Minnesota corporation, its successors and assigns.

1.5 **Gas.** "Gas" as used herein shall be held to include natural gas, manufactured gas, or other form of gaseous energy.

1.6 **Gas Facilities.** Pipes, mains, regulators, and other facilities owned or operated by Company for the purpose of providing gas service for public use.

1.7 **Notice**. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 401 Nicollet Mall, 8th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, City Hall, 2400 Margaret Street, North St. Paul, MN 55109. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.8 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.9 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish Gas energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City by Council resolution may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for Gas service in City are subject to the jurisdiction of the Commission.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Gas Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Gas Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Gas Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not

inconsistent with the terms of this franchise agreement. Company may abandon underground gas facilities in place, provided, at City's request, Company will remove abandoned metal pipe interfering with a City improvement project, but only to the extent such metal pipe is uncovered by excavation as part of the City's improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Gas Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Gas Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Gas Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Gas Facilities.

SECTION 4. RELOCATIONS.

4.1 Relocation of Gas Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Gas Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Gas Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Gas Facilities, which was made at Company expense, the City shall reimburse Company for Non-Betterment Costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Gas Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Gas Facilities in Public Ground. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company is also granted the permission and authority to trim all shrubs and trees, including roots, in the Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of Gas Facilities, provided that Company shall save City harmless from any liability in the premises.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Gas Facilities, shall not operate to deprive Company of its rights to operate and maintain such Gas Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on the Company, the City may impose on the Company a franchise fee of not more than 2.75 percent of Company's gross revenues as hereinafter defined; provided, however, notwithstanding the foregoing, with respect to customers of the commercial demand billed, interruptible and transportation classes ("competitive classes"), the franchise fee shall be determined on a per therm basis and shall not exceed $0.005 per therm of gas sold or transported by Company. The franchise fee is to be payable as provided for in Section 8.3 and is to be based on the gross revenues, or volumes for the competitive classes, as shown on the customers' bills. The term "gross revenues"

means all sums received by Company from the sale or transportation of gas to its retail customers within the corporate limits of the City, including customer charges but excluding revenues from competitive classes and excluding the surcharge to customers for the purpose of reimbursing Company for the cost resulting from the franchise fee, as well as any sales taxes or other tax separately shown on the bill

9.1

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for gas service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.4 Terms Defined.

9.4.1 "Customer Class" shall refer to classes listed in the Fee Schedule and as defined or determined in Company's gas rate book on file with the Commission.

9.4.2 "Fee Schedule" refers to the Schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include

new Customer Classes added by the Company to its gas tariffs after the effective date of this franchise agreement.

9.4.3 Therm shall be a unit of gas providing 100,000 Btu of heat content adjusted for billing purposes under the rate schedules of Company on file with the Commission.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. <u>AMENDMENT PROCEDURE</u>.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. <u>PREVIOUS FRANCHISES SUPERSEDED</u>.

This franchise supersedes any previous Gas franchise granted to Company or its predecessor.

Passed and approved: _____, 20__.

_____
Mayor

Attest:

_____
City Clerk

Date Published:_____

ORDINANCE NO. _____

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF NORTH ST. PAUL

THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL DOES ORDAIN:

SECTION 1. The City of North St. Paul Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subd. 1. Purpose. The North St. Paul City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas services within the City of North St. Paul.

(a) Pursuant to City Ordinance No. , which is the Franchise Agreement between the City and Northern States Power Company ("Company"), a franchise fee of not more than 2.75 percent of Company's gross operating revenues may be imposed by the City at any time during the 20 year term of the Franchise Agreement; provided that, with respect to customers of the Commercial Demand Billed, Interruptible and Transportation classes ("competitive classes"), the franchise fee shall not exceed $0.005 per therm of gas sold or transported by Company..

Subd. 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, its successors and assigns, under its gas franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the NSPM _____, 20____ billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subd. 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9 of the Franchise.

Subd. 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subd. 6. <u>Effective Date of Franchise Fee</u>. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to NSPM by certified mail. Collection of the fee shall commence as provided in above.

Passed and approved: _____, 20____.

_____
Mayor

Attest:

_____
City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

Class	Amount per month
Residential	$___
Commercial Non-Demand	$___
Commercial Firm Demand	$___
Small Interruptible	$___
Medium and Large Interruptible	$___
Firm Transportation	$___
Interruptible Transportation	$___

Franchise fees are submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.
April – June collections due by July 31.
July – September collections due by October 31.
October – December collections due by January 31.

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF THE CITY ATTORNEY

Agenda placement: Consent

Subject: Stipulation of Settlement Agreements related to assessments for the 2018 Street and Utility Improvement Project SAD 18-01.

To: Honorable Mayor and City Council

Background/Facts:

On October 2, 2018 the City Council adopted the assessment roll for City Improvement Project SAD 18-01. The City received several written objections to the assessments. Upon reviewing the challenges, staff determined that three of the property owners had unique situations, not common to other properties, that warranted a reduction in the original assessment. For example, two of the lots (Manthei and Swanson) did not directly abut the project and one of the lots (Gelbmann) was vacant. Staff proposed a 20% reduction in the assessment amount and the property owners agreed to the reduction. The attached stipulations represent a settlement of the objections raised to the assessments.

Recommendation: It is recommended the City Council authorize the execution of the aforementioned agreements.

Attachments:
Stipulation of Settlement Agreement – 2838 Lake Boulevard
Stipulation of Settlement Agreement – 2894 Lake Boulevard
Stipulation of Settlement Agreement – 2908 Lake Boulevard

Respectfully submitted,

SM by mm

Soren Mattick
City Attorney

APPROVED FOR AGENDA ENCLOSURE:

CW by mm

Dr. Craig Waldron
City Manager

STIPULATION OF SETTLEMENT AGREEMENT

This **STIPULATION OF SETTLEMENT AGREEMENT** ("Agreement") made this _____ day of _____, 20___, between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation ("City"), and **FREDERIK T. GELBMANN** and **PAMELA K. GELBMANN**, husband and wife ("Owners").

RECITALS

WHEREAS, the Owners own residential property ("Home") located at 2838 Lake Boulevard (PIN 01.29.22.42.0083), and an adjacent piece of property ("Vacant Land") located at 0 Lake Boulevard (PIN 01.29.22.42.0084), both properties in the City of North St. Paul, Ramsey County, State of Minnesota, and legally described as follows:

PIN: 01.29.22.42.0083

That part of Lots 2, 3 and 4, Block 2, Lots 2 and 3, Block 4, Price's Silver Lake Addition and Silver Lane, vacated as dedicated in said Price's Silver Lake Addition according to the recorded plat thereof, Ramsey County, Minnesota, which lies Southerly of a line, and its Northerly extension, drawn Northeasterly at an angle of 75 degrees 22 minutes 23 seconds, as measured from North to East, from a point in the West line of Lot 2, said Block 2, distant 13.52 feet South of the Northwest corner thereof. Except that part of Lots 3 and 4, said Block 2, and said Silver Lane vacated lying Southerly of a line described as beginning at the most Southerly corner of Lot 3, said Block 4; a distance of 15.00 feet to the center line of Silver Lane, vacated; thence Northerly along center line a distance of 25.66 feet to a point on said center line extended 101.74 feet North of the North line of Poplar Avenue, as dedicated to said Price's Silver Lake Addition; thence Southwesterly a distance of 135.47 feet to a point on the Westerly line of Lot 4, said Block 2, distant 5.11 feet South, as measured along said Westerly line, from the Northwest corner thereof.

PIN: 01.29.22.42.0084

That part of Lots 3 and 4, Block 2, Price's Silver Lake Addition and the West half of Silver Lane, vacated as dedicated in Price's Silver Lake Addition, according to the recorded plat thereof, Ramsey County, Minnesota, which lies Southerly of a line described as beginning at a point on the East line of said West half distant 101.74 feet North of the North line of Poplar Avenue as dedicated in said Price's Silver Lake Addition; thence

Southwesterly a distance of 135.47 feet to a point on the Westerly line of Lot 4 said Block 2 distant 5.11 feet South as measured along said Westerly line from the Northwest corner thereof.

(collectively, the "Home" and "Vacant Land" hereinafter referred to as the "Subject Property");

WHEREAS, on October 2, 2018, the City levied, pursuant to City Improvement Project S.A.D. 18-01, a special assessment against the Owners' Home in the amount of $6,720.00, and the City levied a special assessment against the Owners' Vacant Land in the amount of $5,600.00. The total assessment for the Subject Property totals $12,320.00 (the "Original Assessment");

WHEREAS, the Owners filed a Notice of Objection to the Original Assessment with the City; and

WHEREAS, the parties wish to settle the dispute concerning the special assessment and enter this Agreement stipulating to an assessment of the Subject Property.

NOW, THEREFORE, the parties agree as follows:

1. The City and Owners have agreed to a revised special assessment amount against the Subject property.

2. The Original Assessment for the Home (PIN: 01.29.22.42.0083) in the amount of $6,720.00 is reduced to $5,376.00.

3. The Original Assessment for the Vacant Land (PIN: 01.29.22.42.0084) in the amount of $5,600.00 is reduced to $4,480.00.

4. The City will recalculate the assessment for the Home and Vacant Land based upon the reduced assessment in the above amount and certify the new assessment to the County Auditor.

5. Owner waives any and all procedural and substantive objections to the special assessment, including but not limited to notice and hearing requirements and any claims that the assessment exceeds the benefit to the subject property. Owner further waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. This Agreement is a legally binding document and each of the parties has had an opportunity to review its terms with legal counsel.

The parties have executed this Stipulation of Settlement Agreement as of the date first above written.

OWNERS:

_____
Frederick T. Gelbmann

_____
Pamela K. Gelbmann

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Frederick T. Gelbmann and Pamela K. Gelbmann, husband and wife.

_____
Notary Public

CITY OF NORTH ST. PAUL

By:_____
Mike Kuehn, Mayor

AND _____
Craig Waldron, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mike Kuehn and Craig Waldron, the Mayor and Interim City Manager, respectively, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf and pursuant to the authority granted by its City Council.

_____
Notary Public

Drafted By:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
612-452-5000
(SMM)

STIPULATION OF SETTLEMENT AGREEMENT

This **STIPULATION OF SETTLEMENT AGREEMENT** ("Agreement") made this _____ day of _____, 20___, between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation ("City"), and **B. MICHAEL MANTHEI** and **CATHERINE E. MANTHEI**, husband and wife ("Owners").

RECITALS

WHEREAS, the Owners own residential property located at 2894 Lake Boulevard (PIN 01.29.22.13.0022) in the City of North St. Paul, Ramsey County, State of Minnesota, and legally described as follows:

PIN: 01.29.22.13.0022

That part of Lot 3, Castle's Rearrangement of Blocks 7 & 8 Lakeside Park Addition to North St. Paul, Ramsey County, Minnesota lying Southwesterly of a line described as follows: Commencing at the Northwest corner of said Lot 3; thence Easterly, on the Northerly line of said Lot 3, a distance of 360.0 feet; thence Southeasterly, and parallel to the Southwesterly line of said Lot 3, to its intersection with the Shore of Silver Lake; and that part of said Lot 3 lying Northerly and Easterly of a line described as follows: Commencing at a point on the Northerly line of said Lot 3, distant 200.0 feet Easterly of the Northwesterly corner thereof; thence Southwesterly, at right angles to the said Northerly line of Lot 3, a distance of 30.0 feet; thence Southeasterly, and parallel to the Southwesterly line of said Lot 3, a distance of 25.0 feet; thence Southwesterly, and parallel to line described as being at right angles to the Northerly line of Lot 3, a distance of 59.51 feet; thence Southeasterly, parallel to and distant 50.0 feet Northeasterly of the Southwesterly line of said Lot 3, to its intersection with the shore of Silver Lake, together with an easement for ingress and egress over the following described land as set forth in that certain Easement Agreement recorded August 25, 1967 as Document No. 1705970. Parallel and adjacent to that part of Lot Four (4) Castle's Re-arrangement of Blocks Seven (7) and Eight (8), Lakeside Addition to North St. Paul, Ramsey County, Minnesota, described as follows: Lying Southerly of the Southwesterly line of Dorothy Avenue produced to an intersection with a line drawn at right angles to the Southerly line of said Lot Four (4) from a point distant 200.0 feet East of the most Westerly corner thereof, a thirty (30) foot wide easement the south line of which begins at a point eighty-seven and seven-tenths (87.7) feet easterly of the Northwesterly corner of said portion of lot described herewith, thence southeasterly one hundred (100) feet to the Northeasterly corner of said portion of lot described herewith thence along the westerly line thereof south seventy-eight (78) feet terminating at the north line of Lot Three (3), Castle's Re-arrangement of Blocks Seven (7) and Eight (8), Lakeside Addition to North St. Paul, Ramsey County, Minnesota.

(hereinafter referred to as the "Subject Property");

WHEREAS, on October 2, 2018, the City levied, pursuant to City Improvement Project S.A.D. 18-01, a special assessment against the Subject Property in the amount of $5,312.00 (the "Original Assessment");

WHEREAS, the Owners filed a Notice of Objection to the Original Assessment with the City; and

WHEREAS, the parties wish to settle the dispute concerning the special assessment and enter this Agreement stipulating to an assessment of the Subject Property.

NOW, THEREFORE, the parties agree as follows:

1. The City and Owners have agreed to a revised special assessment amount against the Subject property.

2. The Original Assessment for the Subject Property in the amount of $5,312.00 is reduced to $4,249.00.

3. The City will recalculate the assessment for the Subject Property based upon the reduced assessment in the above amount and certify the new assessment to the County Auditor.

4. Owner waives any and all procedural and substantive objections to the special assessment, including but not limited to notice and hearing requirements and any claims that the assessment exceeds the benefit to the Subject Property. Owner further waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. This Agreement is a legally binding document and each of the parties has had an opportunity to review its terms with legal counsel.

The parties have executed this Stipulation of Settlement Agreement as of the date first above written.

OWNERS:

_____
B. Michael Manthei

_____
Catherine E. Manthei

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by B. Michael Manthei and Catherine E. Manthei, husband and wife.

_____
Notary Public

CITY OF NORTH ST. PAUL

By:_____
Mike Kuehn, Mayor

AND _____
Craig Waldron, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mike Kuehn and Craig Waldron, the Mayor and Interim City Manager, respectively, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf and pursuant to the authority granted by its City Council.

_____
Notary Public

Drafted By:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
612-452-5000
(SMM)

STIPULATION OF SETTLEMENT AGREEMENT

This **STIPULATION OF SETTLEMENT AGREEMENT** ("Agreement") made this _____ day of _____, 20___, between the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation ("City"), and **JEFFREY C. SWAN** and **ROXANNE A. SWAN**, husband and wife ("Owners").

RECITALS

WHEREAS, the Owners own residential property located at 2908 Lake Boulevard (PIN 01.29.22.13.0021) in the City of North St. Paul, Ramsey County, State of Minnesota, and legally described as follows:

PIN: 01.29.22.13.0021

Lot Four (4), Castle's Rearrangement of Blocks Seven (7) and Eight (8), Lakeside Park Addition to North St. Paul, except that part lying Southerly of the Southwesterly line of Dorothy Avenue produced to an intersection with a line drawn at right angles to the Southerly line of said Lot Four (4), from a point distant two hundred (200) feet East of the most Westerly corner thereof and except the Northwesterly sixty (60) feet thereof, according to the plat thereof on file and of record in the office of the Register of Deeds within and for Ramsey County, Minnesota.
AND
That part of Lot Three (3), Castle's Rearrangement of Blocks Seven (7) and Eight (8), Lakeside Addition to North St. Paul, Ramsey County, Minnesota, lying northeasterly of a line commencing at a point three hundred sixty (360) feet southeasterly of the northwest corner of said Lot Three (3), and extending southeasterly from said point parallel to the southerly line of said Lot Three (3), said line extending to the lake shore of Silver Lake, Ramsey County, Minnesota.

(hereinafter referred to as the "Subject Property");

WHEREAS, on October 2, 2018, the City levied, pursuant to City Improvement Project S.A.D. 18-01, a special assessment against the Subject Property in the amount of $7,744.00 (the "Original Assessment");

WHEREAS, the Owners filed a Notice of Objection to the Original Assessment with the City; and

WHEREAS, the parties wish to settle the dispute concerning the special assessment and enter this Agreement stipulating to an assessment of the Subject Property.

NOW, THEREFORE, the parties agree as follows:

1. The City and Owners have agreed to a revised special assessment amount against the Subject property.

2. The Original Assessment for the Subject Property in the amount of $7,744.00 is reduced to $6,195.00.

3. The City will recalculate the assessment for the Subject Property based upon the reduced assessment in the above amount and certify the new assessment to the County Auditor.

4. Owner waives any and all procedural and substantive objections to the special assessment, including but not limited to notice and hearing requirements and any claims that the assessment exceeds the benefit to the Subject Property. Owner further waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081. This Agreement is a legally binding document and each of the parties has had an opportunity to review its terms with legal counsel.

The parties have executed this Stipulation of Settlement Agreement as of the date first above written.

OWNERS:

_____
Jeffrey C. Swan

_____
Roxanne A. Swan

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Jeffrey C. Swan and Roxanne A. Swan, husband and wife.

_____
Notary Public

CITY OF NORTH ST. PAUL

By:_____
Mike Kuehn, Mayor

AND _____
Craig Waldron, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Mike Kuehn and Craig Waldron, the Mayor and Interim City Manager, respectively, of the City of North St. Paul, a Minnesota municipal corporation, on its behalf and pursuant to the authority granted by its City Council.

_____
Notary Public

Drafted By:
CAMPBELL KNUTSON, P.A.
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
612-452-5000
(SMM)

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent

Subject: Release Agreements for property owners who performed improvements to infrastructure located within Dorothy Avenue.

To: Honorable Mayor and City Council

Background/Facts:

City Staff was approached by two residents regarding work they had performed in the Dorothy Avenue right-of-way. The work had been performed starting in 1998 and concluded in 2003. The work performed during that time period included pavement maintenance and sanitary sewer maintenance. Morgan Dawley has reviewed the invoices provided by the residents and has determined that the work performed is eligible for reimbursement.

Property Owners own homes at 2894 Lake Boulevard, and 2908 Lake Boulevard North St. Paul, Minnesota.

The City desires to reimburse the Property Owners for the expense incurred by the Property Owners for the Public Improvements.

Recommendation: It is recommended the City Council approve the release agreements for the two property owners.

Attachments:
Release agreement for 2894 Lake Boulevard
Release agreement for 2908 Lake Boulevard

Respectfully submitted,

CW by mm

Dr. Craig Waldron
City Manager

RELEASE AGREEMENT

THIS AGREEMENT, dated _____, 2018, is by and between **B. MICHAEL MANTHEI** and **CATHERINE E. MANTHEI**, individuals ("Property Owners"), and the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation ("City").

WHEREAS, Property Owners own a home at 2894 Lake Boulevard, North St. Paul, Minnesota ("Subject Property");

WHEREAS, Property Owners have performed improvements to infrastructure located within Dorothy Avenue that include pavement maintenance and sanitary sewer maintenance;

WHEREAS, the City desires to reimburse the Property Owners for the expense incurred by the Property Owners for the Public Improvements;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE UNDERSIGNED HERETO AGREE AS FOLLOWS:

1. Compensation. Upon execution of this Agreement by all parties, the City will provide monetary compensation to Property Owners in the amount of Four Thousand One Hundred Fifty-Five and no/100 Dollars ($4,155.00) total, to be paid by check made out to Property Owners.

2. Release and Indemnification. Property Owners hereby indemnify and hold harmless the City, its officers, agents and employees, against any and all liability, loss, costs, damages, demands, causes of action, including costs and attorney's fees, and expenses arising out of the improvements performed in the right-of-way. In consideration of the payment made to Property Owners as stated in paragraph 1, Property Owners hereby release the City and its elected officials, employees, agents, contractors and subcontractors from any and all judgments, claims, causes of action, costs or damages resulting out of the improvements performed in the right-of-way prior to the date of this Agreement.

3. No Admission of Liability. Property Owners understand and agree that this Agreement is a compromise of a doubtful and disputed claim, and that this Agreement is not to be construed or used as an admission of liability on the part of the City. Property Owners understand that the City hereby denies any liability for Property Owners' claims.

4. Legal Representation. Property Owners have read this Agreement carefully and understands all of its terms. Property Owners have had an opportunity to discuss this Agreement with their own attorneys, if any. In agreeing to sign this Agreement, Property Owners have not relied on any statements or explanations made by the City or its attorney, except as stated herein.

5. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions and

waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by each party.

6. **Governing Law**. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota, regardless of the parties' domicile or status as residents of Minnesota or any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

7. **Executed in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date listed above.

CITY OF NORTH ST. PAUL

By:_____
Mike Kuehn, Its Mayor

By:_____
Dr. Craig Waldron
Its Interim City Manager

PROPERTY OWNERS:

_____
B. Michael Manthei

_____
Catherine E. Manthei

RELEASE AGREEMENT

THIS AGREEMENT, dated _____, 2018, is by and between **JEFFREY C. SWAN** and **ROXANNE A. SWAN**, individuals ("Property Owners"), and the **CITY OF NORTH ST. PAUL**, a Minnesota municipal corporation ("City").

WHEREAS, Property Owners own a home at 2908 Lake Boulevard, North St. Paul, Minnesota ("Subject Property");

WHEREAS, Property Owners have performed improvements to infrastructure located within Dorothy Avenue that include pavement maintenance and sanitary sewer maintenance;

WHEREAS, the City desires to reimburse the Property Owners for the expense incurred by the Property Owners for the Public Improvements;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE UNDERSIGNED HERETO AGREE AS FOLLOWS:

1. Compensation. Upon execution of this Agreement by all parties, the City will provide monetary compensation to Property Owners in the amount of Four Thousand One Hundred Fifty-Five and no/100 Dollars ($4,155.00) total, to be paid by check made out to Property Owners.

2. Release and Indemnification. Property Owners hereby indemnify and hold harmless the City, its officers, agents and employees, against any and all liability, loss, costs, damages, demands, causes of action, including costs and attorney's fees, and expenses arising out of the improvements performed in the right-of-way. In consideration of the payment made to Property Owners as stated in paragraph 1, Property Owners hereby release the City and its elected officials, employees, agents, contractors and subcontractors from any and all judgments, claims, causes of action, costs or damages resulting out of the improvements performed in the right-of-way prior to the date of this Agreement.

3. No Admission of Liability. Property Owners understand and agree that this Agreement is a compromise of a doubtful and disputed claim, and that this Agreement is not to be construed or used as an admission of liability on the part of the City. Property Owners understand that the City hereby denies any liability for Property Owners' claims.

4. Legal Representation. Property Owners have read this Agreement carefully and understands all of its terms. Property Owners have had an opportunity to discuss this Agreement with their own attorneys, if any. In agreeing to sign this Agreement, Property Owners have not relied on any statements or explanations made by the City or its attorney, except as stated herein.

5. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions and

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7. **Executed in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date listed above.

CITY OF NORTH ST. PAUL

By:_____
Mike Kuehn, Its Mayor

By:_____
Dr. Craig Waldron
Its Interim City Manager

PROPERTY OWNERS:

_____
Jeffrey C. Swan

_____
Roxanne A. Swan

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CONSENT

Subject: MASTER PARTNERSHIP AGREEMENT WITH MNDOT

To: Honorable Mayor and City Council

Background/Facts:

MnDOT is requesting a formal resolution authorizing the attached Master Partnership Agreement. The purpose of this Master Partnership Agreement is to facilitate and maximize the efficient delivery of transportation services at all levels of government. The new Master Partnership has been written to replace the existing city approved partnership and master agreements will have a future life of 5 years. Attached are the proposed resolution, MnDOT's cover letter and the master partnership contract.

Recommendation: To adopt a resolution authorizing execution of the Master Partnership Agreement with MnDOT.

ATTACHMENTS
Letter
Report
Resolution

Respectfully submitted,

MD by mm

Morgan Dawley
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

CW by mm

Dr. Craig Waldron
City Manager

Metro State Aid
1500 County Road B2, Roseville, MN 55113

651-234-7773
sharon.lemay@state.mn.us

To: Local Agency

Date: October 19, 2018

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at the address listed above or as a pdf to sharon.lemay@state.mn.us. Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer

MnDOT Contract Number: _____

STATE OF MINNESOTA

AND

CITY OF NORTH ST. PAUL

MASTER PARTNERSHIP CONTRACT

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the City of North St. Paul, acting through its City Council in this contract referred to as the "Local Government."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

1.1. ***Effective Date:*** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.

1.2. A party must not accept work under this Contract until it is fully executed.

1.3. ***Expiration Date.*** This Contract will expire on June 30, 2022.

1.4. ***Work Order Contracts.*** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

1.5. ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.

1.6. ***Sample Work Order***. A sample work order contract is available upon request from the State.

1.7. ***Definition of "Providing Party" and "Requesting Party"***. For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

2.1. ***Technical Services*** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.

2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.

2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.

2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.

2.4. Payment Basis. Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

3.1. ***Work Order Contracts:*** A party may request the other party to perform any of the following services under individual work order contracts.

3.2. ***Professional and Technical Services.*** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

3.3. ***Roadway Maintenance***. A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.

3.4. ***Construction Administration.*** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.

3.5. ***Emergency Services.*** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.

3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.

4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.

4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.

4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.

4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.

4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.

4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.

4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.

4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.

4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.

4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.

4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.

4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.

4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.

4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.

4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.

4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:

4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.

4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.

4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.

5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).

5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.

5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.

5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

7.1. ***Consideration.*** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

7.2. ***State's Maximum Obligation.*** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed $500,000.00.

7.3. ***Travel Expenses.*** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. ***Generally.*** The ***Requesting Party*** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. ***Payment by the Local Government***.

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number ####### and Invoice Number ######
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

11.1. ***Assignment.*** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.

11.2. ***Amendments.*** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

11.3. ***Waiver.*** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. ***Contract Complete.*** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

14.1. ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. ***Intellectual Property Rights***

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:

15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. ***Publicity.*** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. ***Data Practices Act.*** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

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

21. Termination; Suspension

21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

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

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

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MnDOT Contract Number: _____

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____

Title: _____

Date: _____

By: _____

Title _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

(with delegated authority)

Title Assistant Commissioner or Assistant Division Director

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct sheer, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air testsand collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

RESOLUTION AUTHORIZING
MNDOT'S MASTER PARTNERSHIP CONTRACT

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

THEREFORE, BE IT RESOLVED:

1. That the City of North St. Paul enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.

2. That the proper City officers are authorized to execute such contract, and any amendments thereto.

3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City without further approval by this Council.

ADOPTED this 20th day of November, 2018.

Voting:	Aye:	Council Member Furlong
		Council Member Petersen
		Council Member Walczak
		Council Member Sonnek
		Mayor Kuehn
	Nay:	None
	Abstain:	None
	Absent:	None

_____
Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF THE POLICE DEPARTMENT

Agenda placement: Public Hearing

Subject: Potentially Dangerous Dog Designation

To: Honorable Mayor and City Council

Background/Facts:

On September 27th, 2018 an incident occurred involving a juvenile female who was returning at cat she found in her backyard to her neighbor's house. While returning the cat, a Rottweiler breed dog pushed past the neighbor (another juvenile female) at the door and bit the girl twice, breaking the skin, on her arm and finger.

The alleged owners of the dog were out of town and the dog was being kenneled at the location house. The Animal Control Officer (ACO) spoke with the resident, Joyce Fleischhacker, who claimed temporary ownership of the dog while the true owners were out of town. The ACO reviewed rabies vaccination documentation for the dog that showed the vaccination to be expired as of August 31st, 2018. The ACO spoke with the second juvenile female that was present during the incident, they informed the ACO that the dog did not bite anybody but snapped at them instead. The ACO explained the quarantine process and Joyce Fleischhacker agreed to comply with the requirement/restrictions. The ACO placed the dog under quarantine for 10 days per state law 1721.0570 Sub. 1. The ACO found cause to issue a violation of City Code 95.17 Sub. A 'Biting Animals' to Joyce Fleischhacker. Additionally the ACO found cause to issue a violation of City Code 95.16 'Vaccinations' to the dog owner listed on the rabies vaccination form. The violations were issued after the ACO consulted the North St. Paul Prosecutor to ensure the proper parties were issued their corresponding violations. Furthermore, the ACO found cause to issue a 'potentially dangerous animal' notice to the owner under City Code 95.19 Sub. D.

Once a dog has been deemed potentially dangerous. The AOC notifies, in writing, the owner of the potentially dangerous dog. Crista Fleischhacker, the listed owner, was sent the notification in the mail to her listed address on October 1st, 2018. A copy of the notification was also left with Joyce Fleischhacker. Once the owner has received the notification of a potentially dangerous dog the owner has 14 days to request a hearing for the City Council. Ms. Huston provided written notice of a request for a hearing on the designation of 'potentially dangerous animal' to City Manager on October 11th, 2018.

The owner of a potentially dangerous dog is entitled to a hearing with the City Council for determination of their dog per City Code 95.19 Sub. F. The hearing date shall be set not more than 14 days after the request for a hearing. The City Council will review the records of the ACO. After listening to all of the evidence on the dog's temperament, the Council will need to make a decision as to whether or not deem the dog as potentially dangerous.

Per City Code 95.19 Sub. C a potentially dangerous dog can be defined as an animal which has:

(a) When unprovoked, inflicted bites on a human or domestic animal on public or private property;

(b) When unprovoked, chased or approached a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the animal owner's property, in an apparent attitude of attack;

(c) Exhibited unusually aggressive behavior, such as an attack on another animal; or

(d) Had a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Per Minn Stat. 347.50 Sub. 3 a potentially dangerous dog means any dog that:

(1) when unprovoked, inflicts bites on a human or domestic animal on public or private property;
(2) when unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
(3) has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Recommendation: Given that the dog in question did bite a human, breaking skin in multiple areas, it is the recommendation of the Animal Control Officer that the dog be deemed potentially dangerous.

Attachments:
Notice of Hearing
Resolution upholding potentially dangerous dog designation

Respectfully submitted,

JF by mm

Joshua Fick
Community Service Officer/Animal Control

APPROVED FOR AGENDA ENCLOSURE:

CW by mm

Dr. Craig Waldron
City Manager

November 8, 2018

NORTH
ST.PAUL
extraordinary.

Joel Tschida
Crista Fleischhacker
17245 Staples St NE
Ham Lake, MN 55304

RE: Request for Hearing on designation of a "potentially dangerous" dog.
ICR#18006759

Dear Mr. Tschida and Ms. Fleischhacker:

The City of North St. Paul is in receipt of your request to appeal the decision declaring your pet a "potentially dangerous" animal.

The appeal is scheduled to be heard at the next regular City Council meeting on Tuesday, November 20, 2018 at 6:45 p.m. in the City Council Chambers located at 2400 Margaret Street, North St. Paul, MN.

You may reach me at 651-77-2403 with any questions.

Mary Mills

Mary Mills
Deputy Clerk

cc: CSO Joshua Fick
City Attorney

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-XXX

RESOLUTION UPHOLDING A POTENTIALLY DANGEROUS DOG DESIGNATION AS IT HAS MET THE DEFINITION OF CITY CODE 95.19 (C) AND STATE STATUTE 347.50.

WHEREAS, on September 27, 2018, the North St. Paul Police Department responded to a call regarding a dog bite; Community Service Officer (CSO) Joshua Fick was the responding officer; and,

WHEREAS, CSO Fick observed that a female juvenile had been bitten by a dog, breaking the skin on her arm and finger; and,

WHEREAS, a notice was issued to the owner of the dog declaring the animal to be potentially dangerous; and,

WHEREAS, City Code Section §95.19 addresses dangerous animals; and,

WHEREAS, the owner has requested a hearing before the City Council as granted by Section §95.19(F); and,

WHEREAS, per City Code 95.19 Sub. C a potentially dangerous dog can be defined as an animal which has:

(a) When unprovoked, inflicted bites on a human or domestic animal on public or private property;

(b) When unprovoked, chased or approached a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the animal owner's property, in an apparent attitude of attack;

(c) Exhibited unusually aggressive behavior, such as an attack on another animal; or

(d) Had a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

WHEREAS, Per Minn Stat. 347.50 Sub. 3 a potentially dangerous dog means any dog that:

(1) when unprovoked, inflicts bites on a human or domestic animal on public or private property;
(2) when unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
(3) has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of North St. Paul, it hereby upholds the potentially dangerous dog designation as it has met the definition of City Code 95.19 (C) AND State Statute 347.50.

BE IT FURTHER RESOLVED following the designation as a potentially dangerous animal, the following conditions will apply.

(1) The Animal Control Officer may impose conditions it deems necessary to protect the safety of the public.

(2) The owner must comply with all state statutory requirements.

(3) The owner of the animal must immediately register the animal with the Animal Control Officer and pay the registration fee. The owner must provide the address where the animal resides.

(4) The owner shall notify the Animal Control Officer in writing if the animal is to be relocated from its current address or given or sold to another person. The notification shall be given in writing at least 14 days prior to the relocation or transfer of ownership. The notification shall include the current owner's name and address, the relocation address, and the name of the new owner, if any.

ADOPTED this 20th day of November, 2018.

Motion by Council Member xxx
Second by Council Member xxx

Voting:	Aye:	Council Member Furlong
		Council Member Petersen
		Council Member Walczak
		Council Member Sonnek
		Mayor Kuehn
	Nay:	None
	Abstain:	None
	Absent:	None

_____
Michael R. Kuehn, Mayor

Attest: _____
Dr. Craig Waldron, City Manager

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF THE CITY MANAGER

Agenda placement: City Business

Subject: Acceptance of Retirement Letter from City Manager Dr. Craig Waldron

To: Honorable Mayor and City Council

Background/Facts:

- On October 13, 2017 the City of North St. Paul entered into a contract with Dr. Craig Waldron to serve as its Interim City Manager.
- March 21, 2018 the City of North St. Paul entered into a contract with Dr. Craig Waldron to serve as its City Manager.
- On November 5, 2018 Dr. Waldron submitted a letter notifying the Mayor and City Council that he would be retiring.
- Dr. Waldron's contract requires a 60-day written advance notice of retirement.
- Dr. Waldron's last day will be Friday, January 4, 2019.

Recommendation: It is recommended the City Council accept the retirement letter from Dr. Waldron dated November 5, 2018 and effective January 4, 2019.

Attachments:
Notice of Retirement

Respectfully submitted,

CW by mm

Dr. Craig Waldron
City Manager

From: Craig Waldron
To: Mary Mills; *NSPMayor-Council
Subject: 60 Day -Notification
Date: Monday, November 5, 2018 7:48:58 AM

Dear Mayor and City Council,

It is with a heavy heart and a real degree of hesitation that I am submitting my 60 day notice, which is a requirement of my contract. This would make Friday, January 4 ,my last day.

I have truly enjoyed my time in North St. Paul with all of you. I really believe we are seeing the beginning of a new renaissance in North St. Paul. Next year, with Terry Furlong in the mayor's seat ,as well as those of you remaining on the Council— and Scott moving up, I see nothing but an incredibly bright future for our City - a true renaissance!!

It is extremely important for me that you know there are absolutely no issues or problems that led to my decision. I truly believe it is in the best interest of the City to pursue a full-time manager at the start of the new year. I also believe, as I continue to age, that this is also an extremely important decision for my family and myself.

I sincerely thank all of you for the opportunity to serve you and this fine City. I could not have asked for a more fulfilling "encore "opportunity. As I have said many times, if I were 20 years younger I would ask to remain your city manager for years and years.

Again, I am so optimistic about our City's future. We have great citizens, great elected officials, had a great staff who will be led by Scott. It has absolutely been my highest honor to be part of it all. I have worn my snowman lapel pin with great pride !

Thank you, Craig A Waldron

EMPLOYMENT AGREEMENT

AGREEMENT made this 20th day of November, 2018, by and between the **City of North St. Paul** ("City") and **Scott Duddeck** ("Employee").

The parties agree as follows:

1. POSITION. City agrees to employ Employee as its Interim City Manager and Fire Chief. Employee agrees to serve as Interim City Manager in accordance with the position description and to perform the duties and responsibilities of the position, as well as duties assigned to him from time to time by the City.

2. PENSION PLAN. Employee and City shall continue current contributions to the Fire Pension Plan.

3. SALARY. City shall pay Employee a salary of $117,924.12 Dollars per year starting January 5,, 2019.

4. PERFORMANCE REVIEW. Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation.

5. ANNUAL LEAVE. Employee has been employed by the City since September 3, 1991 and was credited with having completed (27) years of employment for purposes of determining annual leave. He shall continue to accumulate annual leave and others benefits at a rate consistent with that provided to non-represented employees with similar tenures. Accrued annual leave and similar benefits may be carried over from year to year, at limits established for non-represented employees. When Employee leaves employment, Employee shall be paid his accrued annual leave, as allowed for non-represented employees.

6. HOLIDAYS. City shall provide Employee the same holidays as enjoyed by other non-represented employees.

7. INSURANCE. City shall provide medical, dental, life, and disability insurance benefits, consistent with that provided to non-represented employees.

8. REIMBURSED EXPENSES. City will reimburse Employee for reasonable and necessary job-related expenses, as allowed for all City employees.

9. AUTOMOBILE. Employer shall provide Employee an automobile for Employer business.

10. PROFESSIONAL DEVELOPMENT. City shall budget and pay the costs for Employee necessary for continued participation in national, state, and local associations desirable for Employee's continued professional growth and development. This includes

memberships in professional associations, subscriptions, dues, seminars and conferences within Minnesota, and one (1) seminar per year outside the State of Minnesota.

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

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

13. TERMINATION BENEFITS. In the event that Employee is terminated by the City during such time that Employee is willing and able to perform the duties of Interim City Manager during 2019, then Employee shall have the choice to be allowed to return to the full-time position of Fire Chief or Employer agrees to pay Employee at the time of receipt of his/her last paycheck a lump sum cash payment equal to six months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 7 for a period of twelve months following termination..

However, in the event Employee is terminated because of his conviction for an illegal act involving personal gain to Employee, then City shall have no obligation to allow Employee to return to the position of Fire Chief or to pay the termination benefits.

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

15. INDEMNIFICATION. Employer shall defend and indemnify Employee pursuant to Minn. Stat. §466.07 and §465.76. In addition, Employer shall defend, hold harmless, and indemnify Employee from all torts; civil damages, penalties, and fines; violation of statutes, laws, rules, and ordinances, provided the Employee was acting in the performance of the duties of the position.

The North St. Paul City Council has authorized the Mayor to execute this Agreement on behalf of the City. The Mayor and Employee have executed this Agreement in duplicate.

CITY OF NORTH ST. PAUL	**EMPLOYEE:**
BY:_____	_____
Mayor	Scott Duddeck

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent

Subject: Letter of Understanding between the North St. Paul Land & Development Co., LLC and the City of North St. Paul to look at developing the property at 2526 and 2536 7th Avenue in North St. Paul.

To: Honorable Mayor and City Council

Background/Facts:

- North St. Paul Land & Development Co., LLC (Developer) desires to develop a multi-story market rate apartment building containing retail space on the first floor
- The City is interested in development of the Property as proposed by the Developer
- The attached letter of understanding outlines the terms and the city agrees that it will negotiate and work solely with Developer on negotiations related to property for this site

Recommendation: It is recommended the City Council approve the Letter of Understanding between the North St. Paul Land & Development Co., LLC and the City of North St. Paul to look at developing the property at 2526 and 2536 7th Avenue in North St. Paul as presented.

Attachments:
Letter of Understanding

Respectfully submitted,

CW by mm

Dr. Craig Waldron
City Manager

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING dated this 1st day of November, 2018, by and between the City of North Saint Paul, 2400 Margaret Street, North Saint Paul, MN 55109 (the "City") and North Saint Paul Land & Development Co., LLC, 2556 East 7th Avenue, North St. Paul, MN 55109 (the "Developer").

WHEREAS, the City is the fee owner of property located in the City of North St. Paul at 2526 7th Avenue and 2536 7th Avenue (the "Property") which Property the City is proposing to sell, together with any right-of way vacated accruing to the Property;

WHEREAS, Developer desires to explore the possibility of acquiring the Property together with additional adjoining private properties ("Additional Property") (together the "Property" and "Additional Property" are referred to herein as the "Development Area") for development of a multi-story market rate apartment building also containing approximately 3,000 square feet of retail space on the first floor (the "Development");

WHEREAS, the City is interested in development of the Property as proposed by the Developer;

WHEREAS, if the Developer is successful in obtaining the necessary financing and commitments to construct the Development and agrees to construct the Development, then the City would be willing to enter into an agreement with Developer for the conveyance of the Property and construction of the Development at a mutually agreed upon price together with other negotiated conditions for conveyance of the Property;

WHEREAS, Developer wishes to secure a Letter of Understanding ("LOU") restricting the City to work solely with Developer on negotiations for acquisition of the Property by Developer to provide Developer with time to conduct review of the Property, acquire the Additional Property, obtain financing for the proposed Development, prepare appropriate plans for the Property, and negotiate with the City on an agreement for the sale of the Property and the City is willing to enter into a Letter of Understanding for such purposes upon the terms and conditions provided herein.

NOW THEREFORE the parties agree as follows:

1. In consideration of the processing of the development under the terms of this LOU, the City agrees that it will negotiate and work solely with Developer on negotiations for sale of the Property to Developer for Developer's proposed Development until August 30, 2019 ("Term").

2. During the Term of this LOU, Developer agrees to use its best efforts to:

(i) complete site planning and site engineering;

(ii) complete architectural concepts plans;
(iii) submit a concept plan for review by planning commission, design historical review commission and city council;
(iv) submit a complete preliminary plat application and all land use applications necessary for the proposed development;
(v) secure construction financing necessary to construct a project consistent with terms of this LOU;
(vi) negotiate acquisition of Additional Property;
(vii) negotiate a Contract for Private Development for acquisition and development of the Property and construction of an approved development.

3. During the Term of this LOU, Developer and the City agree to use their best efforts to resolve property acquisition issues related to the Property and Additional Property and to attempt to bring fruition to the proposed Development through a Contract for Private Development for conveyance of the Property and development of the Development Area.

4. Developer may assign this LOU to a successor, subsidiary or affiliated Development Corporation, upon written notification and approval by the City.

5. The Developer will provide the City with a written progress report on the status of the goals identified in Paragraphs 2 and 3 every 30 days following the date of this LOU.

6. Except for any escrow agreement for repayment of city costs related to review of the development entered into between the parties, this LOU represents the entire understanding of the parties regarding the Development Area and any amendment to this LOU shall be in writing and be executed by both parties.

7. Both Parties are aware and acknowledge that contingencies and unknowns presently exist, any one or more of which could make the project cost prohibitive, and that both parties are expending sums of money and time with full knowledge of the risks involved and that neither party shall be liable for any of the other party's expenses in any event, except as otherwise provided pursuant to a separate agreement between the parties or pursuant to required fees or costs under City Code.

8. The parties agree that this LOU is not intended to bind the parties to enter into an agreement for the sale and acquisition of the Property, but is merely intended to set forth the parties' intent to proceed with the process of (i) negotiating an agreement for the sale of the Property and development of the Development Area and (ii) resolving certain pre-development issues related to the Property, Additional Property and Development.

9. This LOU may be amended by mutual agreement of the parties.

North Saint Paul Land & Development Co., LLC

BY: _____
Its: Partner

BY: _____
Its: Partner

BY: _____
Its: Chief Mgr

BY: _____ / Amcon Construction Co.
Its: Partner

City of North Saint Paul

BY: _____
Michael Kuehn, Its Mayor

AND: _____
Craig Waldron, City Manager

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF ADMINISTRATION

Agenda placement: Consent

Subject: Letter of Understanding between Thor Living Construction and the City of North St. Paul to look at developing property on Margaret Street directly across from City Hall.

To: Honorable Mayor and City Council

Background/Facts:

- Thor Living Construction desires to develop a multi-story market rate apartment building containing retail space on the first floor
- The City is interested in development of the Property as proposed by the Developer
- The attached letter of understanding outlines the terms and the city agrees that it will negotiate and work solely with Developer on negotiations related to property for this site

Recommendation: It is recommended the City Council approve the Letter of Understanding between Thor Living Construction and the City of North St. Paul to look at developing property on Margaret Street directly across from City Hall.

Attachments:
Letter of Understanding

Respectfully submitted,

CW by mm

Dr. Craig Waldron
City Manager

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING dated this 20th day of November, 2018, by and between the City of North Saint Paul, 2400 Margaret Street, North Saint Paul, MN 55109 (the "City") and Thor Living LLC, 1256 Penn Ave. North, Suite 4000, Minneapolis, MN 55411 (the "Developer").

WHEREAS, the City is the fee owner of property located in the City of North St. Paul at 2393, 2385 and 2375 Margaret Street North (the "Property") which Property the City is proposing to sell, together with any right-of way vacated accruing to the Property;

WHEREAS, Developer desires to explore the possibility of acquiring the Property together with additional adjoining private properties ("Additional Property") (together the "Property" and "Additional Property" are referred to herein as the "Development Area") for development of a multi-story market rate apartment building also containing some retail space on the first floor (the "Development");

WHEREAS, the City is interested in development of the Property as proposed by the Developer;

WHEREAS, if the Developer is successful in obtaining the necessary financing and commitments to construct the Development and agrees to construct the Development, then the City would be willing to enter into an agreement with Developer for the conveyance of the Property and construction of the Development at a mutually agreed upon price together with other negotiated conditions for conveyance of the Property;

WHEREAS, Developer wishes to secure a Letter of Understanding ("LOU") restricting the City to work solely with Developer on negotiations for acquisition of the Property by Developer to provide Developer with time to conduct review of the Property, acquire the Additional Property, obtain financing for the proposed Development, prepare appropriate plans for the Property, and negotiate with the City on an agreement for the sale of the Property and the City is willing to enter into a Letter of Understanding for such purposes upon the terms and conditions provided herein.

NOW THEREFORE the parties agree as follows:

1. In consideration of the processing of the development under the terms of this LOU, the City agrees that it will negotiate and work solely with Developer on negotiations for sale of the Property to Developer for Developer's proposed Development until July 30, 2019 ("Term").

2. During the Term of this LOU, Developer agrees to use its best efforts to:

(i) complete site planning and site engineering;

(ii) complete architectural concepts plans;

(iii) submit a concept plan for review by planning commission, design historical review commission and city council;

(iv) submit a complete preliminary plat application and all land use applications necessary for the proposed development;

(v) secure construction financing necessary to construct a project consistent with terms of this LOU;

(vi) negotiate acquisition of Additional Property;

(vii) negotiate a Contract for Private Development for acquisition and development of the Property and construction of an approved development.

3. During the Term of this LOU, Developer and the City agree to use their best efforts to resolve property acquisition issues related to the Property and Additional Property and to attempt to bring fruition to the proposed Development through a Contract for Private Development for conveyance of the Property and development of the Development Area.

4. Developer may assign this LOU to a successor, subsidiary or affiliated Development Corporation, upon written notification and approval by the City.

5. The Developer will provide the City with a written progress report on the status of the goals identified in Paragraphs 2 and 3 every 30 days following the date of this LOU.

6. Except for any escrow agreement for repayment of city costs related to review of the development entered into between the parties, this LOU represents the entire understanding of the parties regarding the Development Area and any amendment to this LOU shall be in writing and be executed by both parties.

7. Both Parties are aware and acknowledge that contingencies and unknowns presently exist, any one or more of which could make the project cost prohibitive, and that both parties are expending sums of money and time with full knowledge of the risks involved and that neither party shall be liable for any of the other party's expenses in any event, except as otherwise provided pursuant to a separate agreement between the parties or pursuant to required fees or costs under City Code.

8. The parties agree that this LOU is not intended to bind the parties to enter into an agreement for the sale and acquisition of the Property, but is merely intended to set forth the parties' intent to proceed with the process of (i) negotiating an agreement for the sale of the Property and development of the Development Area and (ii) resolving certain pre-development issues related to the Property, Additional Property and Development.

9. This LOU may be amended by mutual agreement of the parties.

Thor Living LLC

BY: Patrick Lakshat

Its: President

BY:_____

Its:_____

BY:_____

Its:_____

BY:_____

Its:_____

City of North Saint Paul

BY:_____

Michael Kuehn, Its Mayor

AND:_____

Craig Waldron, City Manager

199559v1

MEMORANDUM

Date: 11/13/2018
To: Honorable Mayor and City Council Members
From: Erin Perdu, AICP, City Planner
CC: Craig Waldron, City Manager
Paul Ammerman, Community Development Director
Re: Conditional Use Permit – Day Nursery, 2736 20th Ave. E.

BACKGROUND

The applicant, Cheri Brown on behalf of Little Lights Childcare, is requesting a Conditional Use Permit to allow for the establishment of a Day Nursery (in-home daycare) in the existing home located at 2736 20th Ave. E. The facility would be licensed for up to 12 children. The property is in the R-1 Single Family Residential District.

Figure 1: Area Map

Figure 2: Zoning Map

FINDINGS

Standards for Conditional Use Permits

i. *The use is consistent with the general purposes and intent of the Comprehensive Plan.*
The draft 2040 Comprehensive Plan designates the site for low-density residential use. This is the case for all R-1 Single Family Residential properties which allow for in-home daycare uses via the conditional use permit process. If the daycare use is designed to meet all CUP requirements, it will be consistent with the intent of this comprehensive plan district.

ii. *The use will not adversely affect the health, safety, or general welfare of the City;*
The proposed daycare use will not create any adverse effects on the general health, safety or general welfare of the City based on the nature of its use or location.

iii. *The use is compatible with present and future land uses in the surrounding area and reasonably related to the overall needs of the City;*
The R-1 Single Family Residential district allows for Day Nurseries (home daycares) as a Conditional Use presently within single family homes. The underlying single-family use of the property is not planned to change in the future. If the daycare use is designed to meet all CUP requirements, it will be compatible with present and future land uses.

iv. *The use or appearance of the use is compatible with adjacent properties;*
The proposed daycare is compatible with the appearance and use of adjacent properties. The proposed addition of a fence will also be compatible with adjacent properties.

v. *The use can be adequately supported by public urban services including the water supply, transportation system and capacity, police and fire protection, utilities, and sanitary waste and stormwater disposal systems;*
The proposed daycare will be adequately supported by the above listed public urban services.

vi. *The use will not create an excessive burden on existing parks, schools, and other public facilities which serve or are proposed to serve the area;*
The daycare proposes to utilize the nearby Silver Lake Park for occasional outdoor recreation. Otherwise there will be no impact on public facilities.

vii. *The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned land;*
The proposed use will take place within an existing residential structure. No alterations to the structure are proposed, other than a privacy fence to protect children and provide additional screening for neighbors.

viii. *The use is in harmony with the general purposes and intent of this chapter and the zoning district in which the applicant intends to locate the proposed use;*
The proposed use is compatible with the intended conditional uses in the R-1 district.

ix. *The use will not create an intrusion of excessive noise, glare, or general unsightliness; and;*
Generally, the hours of a daycare operate during normal business hours and should not create an intrusion of excessive noise, glare or general unsightliness. The applicant has stated that the hours of operation will be 7:30am to 5pm Monday through Friday.

x. *If applicable, the proposed use is consistent with officially adopted city plans and overlays.*
The proposed daycare does not impact any officially adopted city plans or overlays.

Specific Standards for Day Nurseries:

A fence of acceptable design not over six and one half (6 ½) feet in height may be required to be constructed along the property line when said use abuts property residentially used or in one (1) of the Residential Districts; said fence shall be adequately maintained.

The applicant has indicated that a fence will be installed around the perimeter of the property. Fencing is particularly important on this property due to its location on Century Ave. This will be made a condition of CUP approval.

State of Minnesota Requirements:
In addition to North St. Paul's requirements, the operation must be licensed by Ramsey County. The County enforces the State of Minnesota's standards for child care providers. Some of the relevant standards are provided below:

Outdoor play space. *There must be an outdoor play space of at least 50 square feet per child in attendance, adjacent to the residence, for regular use, or a park, playground, or play space within 1,500 feet of the residence. On-site supervision must be provided by a caregiver for children of less than school age when play space is not adjacent to the residence. Enclosure may be required by the agency to provide protection from rail, traffic, water, or machinery hazard. The area must be free of litter, rubbish, toxic materials, water hazards, machinery, unlocked vehicles, human or animal wastes, and sewage contaminants. MS9502.0425*

The applicant has indicated that they plan to utilize park and playground at Silver Lake Park which located less than 1,500 feet from the residence.

Figure 3: Approximate Distance to Silver Lake Park

Capacity limits. *Family day care and group family day care providers shall comply with part 9502.0367, which limits the total number of children and the number of preschoolers, toddlers, and infants who may be in care at any one time, and provides for the number of adults who are required to be present.MS 9502.0365*

The applicant is required to comply with capacity limits as defined by the State of Minnesota.

RECOMMENDED ACTION

Based on the findings described in this report, staff recommends **conditional approval** of the Conditional Use Permit with the following conditions:

1. Apply for and install a fence in the side yard within 60 days of approval of the CUP.
2. The CUP will be reviewed annually by City Staff. If there are complaints regarding the operation by neighbors or any violations noted by Ramsey County, the City may re-evaluate the CUP for possible additional conditions or revocation.

City of North St. Paul
2400 Margaret Street
North St. Paul, MN 55109
Phone (651) 747-2407
www.northstpaul.org

ZONING & LAND USE APPLICATION

Escrow: $1,000 min. (code 1.2044)

Application Fee: $500.00 (code 1.3290)

APPLICATION FOR CONDITIONAL USE PERMIT

The conditional use permit process must be scheduled through the Community Development Planning and Zoning Department. The lead-time for submittals shown on this application is necessary to allow City staff and consultants time to review and comment on documents provided. Additional lead-time will be required if the City determines that the potential impacts require more detailed study, or if review by other agencies is required. Incomplete application submittals will not be forwarded to the appropriate Commission or Council until all required information has been provided.

APPLICANT INFORMATION

Applicant Name: Cheri Brown
Company (if applicable): Little Lights Child Care
Address: 2736 20th Ave E
City, State, Zip: North St Paul, MN 55109
Phone Number: 651-468-6412
Email: cheribrown@me.com

Owner Name: Cheri Brown
Company (if applicable):
Address:
City, State, Zip:
Phone Number:
Email:

Are you the owner of the property? X YES ____ NO
(If no, you must supply property owner information)

PROPERTY INFORMATION

Street location of property (address): 2736 20th Ave E
Parcel Identification Number (PID) (see Ramsey County website): 01 29 22 44 0004
Legal description of property: EX E 10FT LOT 1 BLK 2 of CASTLE
Present zoning of property (see City website): Single Family Residential District
Size of property (acreage): .16
Title information: X Abstract ____ Torrens
Property Desciption: X Residential ____ Commercial ____ Industrial ____ Institutional

PROPOSAL INFORMATION

Application is hereby made for Conditional Use Permit to conduct the following: in home daycare
Applicable Zoning Code Section (reference Zoning Code, see City website):

On a separate sheet of paper, please answer the following questions in full detail:

1. Provide a project description.
2. Is the proposal consistent with the general purposes and intent of the Comprehensive Plan?
3. Will the proposal adversely affect the health, safety, or general welfare of the City?
4. Is the proposal compatible with present and future land uses in the surrounding area and reasonably related to the overall needs of the City?
5. Is the proposal or appearance of the proposal compatible with adjacent properties?
6. Is the use adequately supported by public urban services including the water supply, transportation system and capacity, police and fire protection, utilities, and sanitary waste disposal and storm water disposal systems?
7. Will the proposal create an excessive burden on existing parks, schools, and other public facilities which serve or are proposed to serve the area?
8. Will the use be sufficiently compatible or separated by distance or screening from adjacent residentially zoned land?
9. Is the use in harmony with the general purposes and intent of this Chapter and the zoning district in which the applicant intends to locate the proposed use?
10. Will the use create an intrusion of excessive noise, glare, or general unsightliness?
11. If applicable, is the proposed use consistent with officially adopted City plans and overlays?

LAND USE PROCESS

Review Process

Step 1	→	Step 2	→	Step 3	→	Step 4	→	Step 5
Initial meeting with City staff		Application submission/fee		Public Notice		Planning Commission		City Council action

	MONTH: October					MONTH:				
App Submittal										
Design Review										
EAC										
Parks & Rec										
Planning Commission										
City Council										
WEEKS:	**1**	**2**	**3**	**4**	**5**	**1**	**2**	**3**	**4**	**5**

Regular Scheduled City Meetings:

PLANNING COMMISSION
1st Thursday of the month (6:15 p.m.)
DESIGN REVIEW COMMISSION
4th Thursday of the month (5:00 p.m.)
ENVIRONMENTAL ADVISORY COMMISSION
4th Monday of the month (6:00 p.m.)
PARKS & RECREATION COMMISSION
4TH Wednesday of the month (6:30 p.m.)
ECONOMIC DEVELOPMENT AUTHORITY
2ND Tuesday of every odd month (4:00 p.m.)
CITY COUNCIL
1st and 3rd Tuesday of the month (6:30 p.m.)

APPLICATION SUBMITTALS

Required	Completed	
_____	_____	Completed Application
_____	_____	Application Fee: $500.00. Escrow: $1000 minimum.
_____	_____	Site plan including the following items:
_____	_____	Name and address of developer/owner, date of plan preparation, dates and descriptions of all revisions, name of project.
_____	_____	Proposed front, rear and side yard setbacks. Location, setback, and dimensions of all proposed buildings and structures.
_____	_____	Location of all adjacent buildings located within 100 feet of the exterior boundaries of the property.
_____	_____	Location, number and dimensions of proposed parking and loading spaces.
_____	_____	Identify sidewalks, trails and walkways and location of recreation and service areas.
_____	_____	Location of rooftop equipment and proposed screening.
_____	_____	Provisions of storage and disposal of waste, garbage and recyclables, including details for screening exterior trash/recycling.
_____	_____	Location, size and type of water and sewer system mains, fire hydrants and proposed service connections.
_____	_____	Typical floor plan and room plan drawn to scale with a summary of square footage for each use or activity.
_____	_____	Location map showing the general location of the proposed use within the city.
_____	_____	Map showing all principal land uses within 350 feet of the parcel for which the application is being made.
_____	_____	Proof of ownership of the property.
_____	_____	Map or plat showing the lands proposed to be changed and all lands within at least 350 feet of the boundaries of the property.
_____	_____	Names and addresses of the owners of the lands within 350 feet as appear on the records of the County Auditor of Ramsey County.
_____	_____	County, which shall be provided by the petitioner.
_____	_____	Other submittals as required by specific zoning district.
_____	_____	Any additional data requested by the city: _____

LAND USE PROCESS

Review Process

Step 1	→	Step 2	→	Step 3	→	Step 4	→	Step 5
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_____	_____	Site plan including the following items:
_____	_____	Name and address of developer/owner, date of plan preparation, dates and descriptions of all revisions, name of project.
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_____	_____	Location of all adjacent buildings located within 100 feet of the exterior boundaries of the property.
_____	_____	Location, number and dimensions of proposed parking and loading spaces.
_____	_____	Identify sidewalks, trails and walkways and location of recreation and service areas.
_____	_____	Location of rooftop equipment and proposed screening.
_____	_____	Provisions of storage and disposal of waste, garbage and recyclables, including details for screening exterior trash/recycling.
_____	_____	Location, size and type of water and sewer system mains, fire hydrants and proposed service connections.
_____	_____	Typical floor plan and room plan drawn to scale with a summary of square footage for each use or activity.
_____	_____	Location map showing the general location of the proposed use within the city.
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_____	_____	Proof of ownership of the property.
_____	_____	Map or plat showing the lands proposed to be changed and all lands within at least 350 feet of the boundaries of the property.
_____	_____	Names and addresses of the owners of the lands within 350 feet as appear on the records of the County Auditor of Ramsey County.
_____	_____	County, which shall be provided by the petitioner.
_____	_____	Other submittals as required by specific zoning district.
_____	_____	Any additional data requested by the city: _____

NOTE TO APPLICANT

All completed application and accompanying materials are due 30 days prior to the scheduled Planning Commission meeting (if applicable). The purpose of this submittal requirement is to allow for:

1. Plan distribution to the City staff, consultants, and applicable government entities.
2. Project review time and generation of staff reports.
3. Project meetings between City staff and applicants.
4. Meeting materials preparation and distribution.

The North St. Paul City Codes guide and enable development activities within the City by ensuring proper and well-coordinated projects. The land use application is the mechanism that allows the City to examine proposed land uses to ensure compatibility with the City Codes, design and development standards, and the surrounding land uses and natural environments. The review is intended to ensure positive growth for the community. All applications are reviewed individually and are evaluated based on their own merit. Each land use request has an associated checklist of required items. Applicants are encouraged to participate in an initial meeting with City staff prior to submitting a formal land use application. The initial meeting is an opportunity to informally discuss the conceptual idea of the proposed project in an effort to reduce delays. Participation in the initial meeting does not provide approval, or guarantee approval of the project. The City shall not accept plans, drawings, or other information related to the project except upon submittal of a formal application. The City reserves the right to reject an incomplete application.

APPLICATION FEE STATEMENT

There may be additional expenses pertaining to project review that is the responsibility of the applicant. All applicable fees must be paid when submitting land use applications and accompanying materials. All fees, which are set annually by City Ordinance, help cover costs incurred by the City to review the application. The City of North St. Paul often uses consulting firms to assist in the review of projects. Please refer to the City's Fee Schedule for information on planning review fees and other applicable costs.

REVIEW REQUIREMENTS

Minnesota State Statute 15.99 requires local governments to review an application within 15 business days of submission to determine if an application is complete and/or if additional information is required to complete the review. Once complete, a formal 60-day review period begins. The City has the ability to extend the review period for an additional 60 days, if necessary, due to insufficient information or scheduling difficulties. Please review the corresponding checklist that goes with the request. All applications must be received by the deadline(s) attached hereto. Failure to submit by the date given may result in a delay of the review by the Planning Commission and City Council.

ACKNOWLEDGEMENT

I certify that all information submitted is true and correct and I fully understand that all information and a complete application must be submitted at least 30 days prior to a Planning Commission meeting to ensure review by the Planning commission on that date. By signing this form, I hereby acknowledge the receipt of the checklist and procedure for the project to be submitted for consideration. It is my responsibility to check all applicable ordinances pertaining to the application, comply with all ordinance requirements, and submit all required materials. All permit requests should be submitted in a timely manner so as not to cause project delays.

Applicant signature: Chris Brown Date: 10-5-18

Owner Signature: Chris Brown Date: 10-5-18

PROPOSED MEETING DATES:

Design Review Commission: _____ Planning Commission _____ Parks & Rec Commission _____
Environmental Advisory Commission _____ City Council _____

FOR OFFICE USE ONLY

Date submitted: _____ Date complete: _____ If incomplete, date letter sent to applicant: _____
Date of public hearing: _____ Publication date: _____ Date notice sent to adjoining properties: _____
Amount fee paid: _____ Date fee paid: _____ Receipt #: _____ File #: _____

Planning Commission action: _____ Recommend approval: _____ Recommend denial: _____
Date applicant/property owner notified of Planning Commission action: _____

City Council action: _____ Recommend approval: _____ Recommend denial: _____
Date applicant/property owner notified of City Council action: _____

Date filed with Ramsey County Recorder office:

1. Provide a project description.
~ Residential in home family daycare. Maximum capacity of 12 children.
2. Is the proposal consistent with the general purposes and intent of the Comprehensive Plan?
~Yes
3. Will the proposal adversely affect the health, safety, or general welfare of the City?
~No. I believe having an option for quality child care will be a benefit to the city and it's residents.
4. Is the proposal compatible with present and future land uses in the surrounding area and reasonably related to the overall needs of the city.
~ Yes. Located in a family home near a city park and in an easily accessible location for residents this is a great option.
5. Is the proposal or appearance of the proposal compatible with adjacent properties.
~Yes. Adjacent properties include other single residence homes which will not be affected.
6. Is the use adequately supported by public urban services including the water supply, transportation system and capacity, police and fire protection, utilities, and sanitary waste disposal and storm water disposal systems?
~Yes. The property is connected to local utilities and has easy access to police and fire with a hydrant located nearby. The clientele base will mostly consist of those who provide their own transportation to and from the property, but there is also local bus access.
7. Will the proposal create an excessive burden on existing parks, schools, and other public facilities which serve or are proposed to serve the area?
~No. The local park has a large capacity and there is playground equipment located on the property to accommodate for busy times. Schools will not be affected and public facilities would only benefit from additional business brought in.
8. Will the use be sufficiently compatible or separated by distance or screening from adjacent residentially zoned land.
~This is a residential home, with no obvious property signs of business.
9. Is the use in harmony with the general purposes and intent of this Chapter and the zoning district in which the applicant intends to locate the proposed use.
~Yes.
10. Will the use create an intrusion of excessive noise, glare, or general unsightliness?
~No.
11. If applicable, is the proposed use consistent with officially adopted City plans and overlays?
~Per city regulations there will be a fence added to the property for the safety of the children.

SE 1 29 22

Certificate of Survey

FROM THE OFFICE OF

CHARLES O. GEORGI COMPANY

2215 West County Road B — Saint Paul, Minnesota 55113

REGISTERED CIVIL ENGINEER AND LAND SURVEYOR

I Hereby Certify that this plat shows a survey made by me of the property described on this plat, and that the corners are correctly placed as shown, and that all locations have been correctly shown.

Surveyed For Dick Bragg

Date April 1977

Scale 1" = 40'

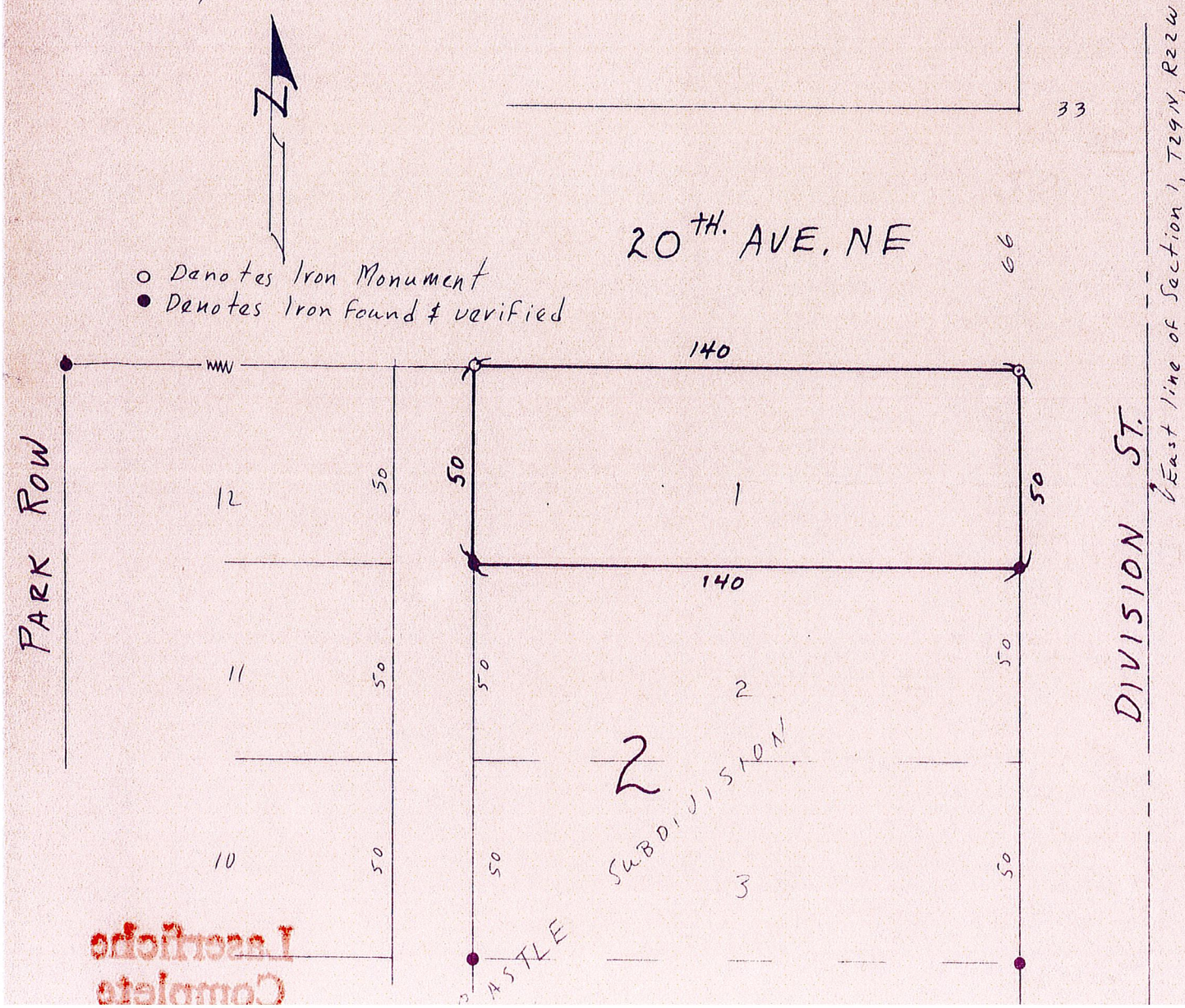
By Charles O. Georgi

REGISTERED LAND SURVEYOR

Description:

Lot 1, Block 2, Castle Subdivision

Ramsey County, Minnesota



Incomplete
Complete

CITY OF NORTH ST. PAUL
NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT FOR
DAY NURSERY AT 2736 20TH AVE. E.

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of North St. Paul, Minnesota will hold a public hearing to accept public input on a request for a Conditional Use Permit from the owner of the property at 2736 20th Ave. E for the purpose of establishing a Day Nursery facility.

The above request is being made by Cheri Brown on behalf of Little Lights Child Care are being made to facilitate an in-home child day care center operation for up to 12 children. This area is zoned R-1 Single Family Residential Use District.

The public hearing will be conducted on Thursday, November 1, 2018 at approximately 6:15 p.m. or shortly thereafter at the City Council Chambers of City Hall, located at 2400 Margaret Street, North St. Paul.

Applicant/Address: Cheri Brown of Little Lights Child Care, 2736 20th Ave. E.

Such persons with desire to be heard with reference to this matter will be heard at this meeting. Written and oral comments will be considered. Persons who require this information in another format should contact City Hall at (651) 747-2403 at least 72 hours prior to the public hearing.

PUBLISH: October 24, 2018

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-xxx

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A DAY NURSERY LOCATED AT 2736 20TH AVENUE E

WHEREAS, the City of North St. Paul ("City") has received an application for a Conditional Use Permit to allow for a Day Nursery from Cheri Brown of Little Lights Childcare, at the property located at 2736 20th Ave. E.; and,

WHEREAS, the applicants are requesting the Conditional Use Permit to allow for a Day Nursery (state-licensed in-home daycare) with a capacity of up to 12 children; and,

WHEREAS, the property is legally described as follows:
Lot 1, Block 2, Castle Subdivision, Ramsey County, MN; and,

WHEREAS, A public notice for the proposal was published in the newspaper dated October 24, 2018 and property owners within 350 feet of the site have been notified; and,

WHEREAS, the Planning Commission held a public hearing on November 1, 2018 to consider and receive public input and has reviewed this request and recommends the City Council approve the Conditional Use Permit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, the request for a Conditional Use Permit as described herein is hereby approved according to the plans reviewed by the Planning Commission and City Council.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Conditional Use Permit approval is conditioned upon the following:

1. The Applicant must apply for and install a fence in the side yard within 60 days of approval of the CUP.

2. The CUP will be reviewed annually by City Staff. If there are complaints regarding the operation by neighbors or any violations noted by Ramsey County, the City may re-evaluate the CUP for possible additional conditions or revocation.

ADOPTED this 20th day of November, 2018.

Motion by Council Member

Second by Council Member

Voting:
Aye:
Nay:
Abstain:
Absent:

_____
Michael R. Kuehn, Mayor

Attest:

_____
Craig Waldron, City Manager

7TH AVENUE NORTH ST. PAUL URBAN DESIGN

Downtown Revitalization Plan

North St. Paul, MN

November 2018

Downtown Revitalization Plan

7th Avenue North St. Paul Urban Design

November 2018

PREPARED FOR

City of North St. Paul, MN
2400 Margaret Street
North St. Paul, MN 55109

PREPARED BY

WSB & Associates

Acknowledgments

We gratefully acknowledge the participation and assistance of the following groups and individuals in the preparation of this document:

NORTH ST. PAUL CITY COUNCIL MEMBERS

Mike Kuehn, Mayor
Terry Furlong
Candy Petersen
Tom Sonnek
Jan Walczak

CITY STAFF AND OTHERS

Dr. Craig Waldron, Interim City Manager
Paul Ammerman, Community Development Director
Morgan Dawley (WSB), City Engineer

WSB CONSULTANT TEAM

Robert Slipka, Senior Landscape Architect
Bailey Krause, Landscape Architectural Designer
Erin Perdu, City Planner

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Chapter One: Introduction

1.0 PURPOSE OF THE DOWNTOWN REVITALIZATION PLAN

The purpose of this Downtown Revitalization Plan (DRP) was to establish the visual quality and design preferences for the reconstruction of 7th Street, which travels through the core of North St. Paul extending from Division Street (Highway 120) to McKnight Road. The plan also included the segment of Margret Street, extending from the 7th Street intersection to the south edge of the bridge going over Highway 36. The planned project includes approximately 1.5 miles roadway within the city limits of North St. Paul, including the two blocks that make up North St. Paul's historic downtown. This plan focuses on the aesthetics of the new roadway. Though some assumptions were made, there will need to be further analysis of the existing conditions to determine the limits of replacement regarding utilities.

This DRP is written to document the design process to date, including important decisions about the project's overall planning and character as determined by the design team, City staff, City Council, and North St. Paul's residents. The DRP is also intended to be used as a reference document, meant to guide the stakeholders and professionals engaged in this project on how to proceed through final design and construction. The DRP serves two main purposes:

- To provide project background and context, as well as highlight the public decision-making process
- To identify minimum design requirements and objectives for the project associated with visual quality goals

This DRP has been created to be the guiding principal for professionals who are engaged in the final design and construction phase of this project, as well as a reference document for all stakeholders and project managers. The requirements and recommendations included in the DRP are primarily visual in nature. Therefore, the format of this document is based heavily on the graphic content that has been generated to communicate the design concepts and aesthetic character throughout the planning process.

1.1 PROJECT BACKGROUND

In early 2015, the City of North St. Paul started the discussion of improving its downtown core and how that would translate along the overall corridor to improve the existing conditions from Century Avenue (Highway 120) to McKnight Road. The City wanted to revamp their historic downtown to improve the number of visitors as well as create an interesting stopping area for those traveling on the Gateway State Trail. It was determined that the City would do an extensive community outreach initiative to determine the desired outcome for Downtown. Based on those results, templates would be developed followed by design concepts that the City would be able to provide feedback on.

Infrastructure Repair and Improvement

The City of North St. Paul is aware that the existing utilities in the project area could be close to or past the age of operation. The City will need to do a more in-depth assessment of the aging network of utilities to determine what may need to be replaced. The extent of these replacements will directly relate to the amount of funding that will be allocated toward the aesthetics during the revitalization process.

In September of 2016, the City of North St. Paul decided to work jointly with a consultant (WSB & Associates, Inc.), 7th Street businesses, and the surrounding residents to shape their common interests, concerns and ideas to develop a master plan for the project.

1.2 PROJECT GOALS

- Develop an implementable plan with phasing options
- Refresh and modernize the look and feel of Main Street
- Create a sense of place within the Downtown
- Create a pedestrian oriented environment
- Establish a unified look throughout the Downtown
- Support the business community in a unique and cooperative manner to enhance visibility and access
- Improve the ease of future state and local maintenance operations

Chapter Two: Preliminary Design Concepts

2.0 COMMUNITY INVOLVEMENT

The City of North St. Paul utilized community outreach to help develop the public's desires into visual concepts for the new image of downtown. The input was received via Visual Preference Survey, public meetings, bus tours, booths at the City's Friday Night Car Show, and online tools such as MySidewalk and Social Media. This variety of outreach allowed for different demographic groups to contribute to the design discussion.

Bus Tours – In the fall of 2015, the City hosted a group to tour two communities of similar population and size, Osseo and Anoka. The intent was to get people to express what they did and did not visually like in these communities, both of which have recently reconstructed their main street. The tour was attended by nine members of the public along with five City staff members and consultants. The tour began with visits to the two communities and concluded with a walkabout of downtown North St. Paul for comparative purposes.

Comments were organized into themes including Streets, Sidewalks, Streetscapes and Environment (feel and perception of the area). In some instances, a design element (such as pavers and stamped/colored concrete) received both positive and negative comment. The following feedback is based on the greater majority of the group.

<u>Street Design Elements:</u>

Likes

- Brick-defined crosswalks
- Narrow curb-cuts
- Depressed planting beds and/or cisterns under the roadway for irrigating planting beds and trees

Dislikes

- On-street parallel parking (Osseo)
- Wider, faster "main street" than North St. Paul (Anoka)
- No bike lanes (Anoka)
- Pavers in the street in Osseo (seen as very high maintenance and not friendly to handicapped individuals).

Sidewalk Elements:

Likes:

- Broom finish on concrete walks (Anoka)
- ADA access to businesses was generally handled via individual ramps (some of which were not up to code)
- Pervious pavers (Osseo) seen as both a good and bad thing – they do not look as well-maintained as regular pavers and also come with the texture issues associated with any paver; however, they do reduce runoff.
- Bollards with lighting
- Open areas for pedestrians to gather and rest
- Rain gardens

Dislikes:

- No bricks – just colored concrete (Osseo)
- Pavers/not giving trees ample room to grow in boulevard
- Planting too close to road (Osseo)
- Railing around trees
- Visible electric panels on trees
- Steps into entrances and significant locations (Anoka)

Streetscape Elements:

Likes:

- Uniformity and coordination of the streetscape elements in benches/trash receptacle/light poles (Anoka)
- Light poles with hanging baskets
- Clock at end of downtown district (Anoka)
- Historic panel at end of street (Anoka)
- Element that defines newspaper stands, etc. (Anoka)
- Art on pedestrian level
- Maintenance free plantings
- Bike racks are located downtown and are accompanied by trail maps/signs
- Old clock in the median
- Lighting on trees
- Historical marker

General Environment:

Likes:

- Monument/open space area in Osseo
- Have area for movies in the park
- Public area near river was beautiful (Anoka)
- Park/memorial on main street (Osseo)
- Off-street parking
- Stores "turn the corner" and continue down side streets
- Big box stores are located nearby, and yet the downtown businesses are still doing well
- All businesses embrace the theme ("Halloween Capitol") with window displays, merchandise, etc.
- Multi-functional memorial park/gathering space across from City Hall in Osseo

Dislikes:

- Parking lots next to sidewalks (Osseo)
- Open space/pocket park in Osseo – the space was broken up with walk ways and furniture so there was not a lot of open spaces for people to sit on the lawn

Issues and Opportunities for North St. Paul:

Issues

- Uneven sidewalks
- Mismatched colored concrete
- Keeping the angled parking
- City landscaping not maintained
- Trees are not planted correctly
- No rain gardens
- Ensuring that the car show can continue through construction process
- Phase construction/get the project done as soon as possible

***Opportunities*:**

- Downtown North St. Paul has enough seating, but all the seating should match
- Liked seating in bump-outs
- Have signage for parking in the back (Sepalla)
- The old city hall site could have a park

- Determine maintenance plan for landscaping
- Educational Kiosks – place one near Rotary Park and other locations along the downtown
- Add bus shelter at the stop by the dental office
- Bring more families downtown
- Keep open spaces for active uses – kids and families
- The street reconstruction will be a reason for people to venture downtown
- Create something unique that builds on the character of North St. Paul like the Snowman, car show, and concert in the park
- Place utilities underground
- Make the streetscape elements all uniform
- Develop a consistent look and feel
    - Pavement materials
    - Planting bed materials and shapes
    - Light fixtures
    - Benches
- Create less impervious surface and integrate stormwater management
- Follow the principals of the Living Streets Plan
- Look at the City of St. Paul for a model grants program for businesses that are affected by construction

Visual Preference Survey – Following the bus tour, a survey was generated to receive additional comments from a larger group of people. A visual preference survey attempts to get feedback on design alternatives by presenting various images to individuals and allowing them to rank their preferences. The goal of the survey was to contribute to community conversations and help the City identify a vision for what the people want and expect from the downtown area. A number of public engagement activities related to the 7th Avenue reconstruction and overall Downtown Revitalization Project have been completed, including:

- 4/9/15: Listening session with Revitalize Downtown North St. Paul, local businesses and the general public
- 5/28/15: Community Conversation with Revitalize Downtown NSP and local businesses
- 6/11, 6/18, and 6/25/15: Targeted meetings with businesses by geographic area
- 7/9/15: Community Conversation with businesses and general public regarding priorities for the Downtown
- 2015 and 2016: “Pop-Up” booth at two car shows
- 10/24/15: Bus/walking tour of Anoka and Osseo
- 2/23/16: Meeting and work session with representatives from the City of Hopkins
- 5/5/16: Open House to kick off Visual Preference Survey

The survey generated 283 total responses, 181 of which were submitted via an online SurveyMonkey portal and the remaining 102 responses being submitted via a paper survey. Images were shown in clusters of three for each given design category, representing the three different design options within that category, and were meant to be compared with each other. For each image, survey respondents were asked to

indicate their numerical preference ranging from 1 to 5, with 1 being least preferred and 5 being most preferred, or to select “no preference”. Respondents also had the option to leave the response blank for any given image.

Overall Category	Design Type	Average Score (1-5) *high being best
Pavement type	Concrete	2.35
	Decorative concrete	2.58
	Pavers	**2.93**
Concrete styles	Pattern	2.54
	Color	1.90
	Texture	**3.23**
Planters	Formal	2.20
	Raised planters	2.84
	Rain gardens	**3.27**
Site Amenities	**Antique**	**3.20**
	Modern	1.61
	Custom	2.00
Gathering spaces	Open lawn	2.64
	Pocket plaza	2.50
	Downtown plaza	**2.83**
Active vs. Passive Space	Active Play	2.31
	Active Water play	2.30
	Passive Park	**2.92**
Corridor Appearance	Simple	2.17
	Lightly decorative	**2.60**
	Parkesque	2.33

The compiled survey results indicated the following preferences in each design cluster, indicated by highest average score:

- Respondents via the online survey were 68% residents, 7% downtown business owners, 27% “person interested in Downtown North St Paul,” and 4% “other”.
- In general, the results indicate that respondents prefer a somewhat decorative downtown with antique style furnishings, textured walkways (either concrete or pavers), and landscaping that is native in style and that helps with stormwater management.
- As several participants noted in survey comments, design preferences should be balanced with budget considerations as the project moves into implementation.
- These results would be used to develop design concepts for the downtown area as the project moved forward.

Design Review Commission (DRC) and City Council Workshop Meetings – The consulting team attended two City Council Workshop Meetings and three DRC meetings throughout the development of the streetscape masterplan**.** The purpose of these meetings was to provide design updates based on past feedback from the public and provide and updated graphics based on their feedback.

The graphic templates that were delivered in the early meetings are shown in **Chapter 3, Figures 3.1** with the final graphics shown in **Figures 3.2-3.12**.

2.1 PLANNING COMMISSION REVIEW AND COMMENTS

The design team presented the final corridor plans and this document to the Planning Commission at the 2018 November Meeting. This gave the commission members the opportunity to see the final plans and allowed for questions and comments. A brief overview of the process was discussed to show the commission members how the master plan came to fruition.

The following are the comments from the Planning Commission members:

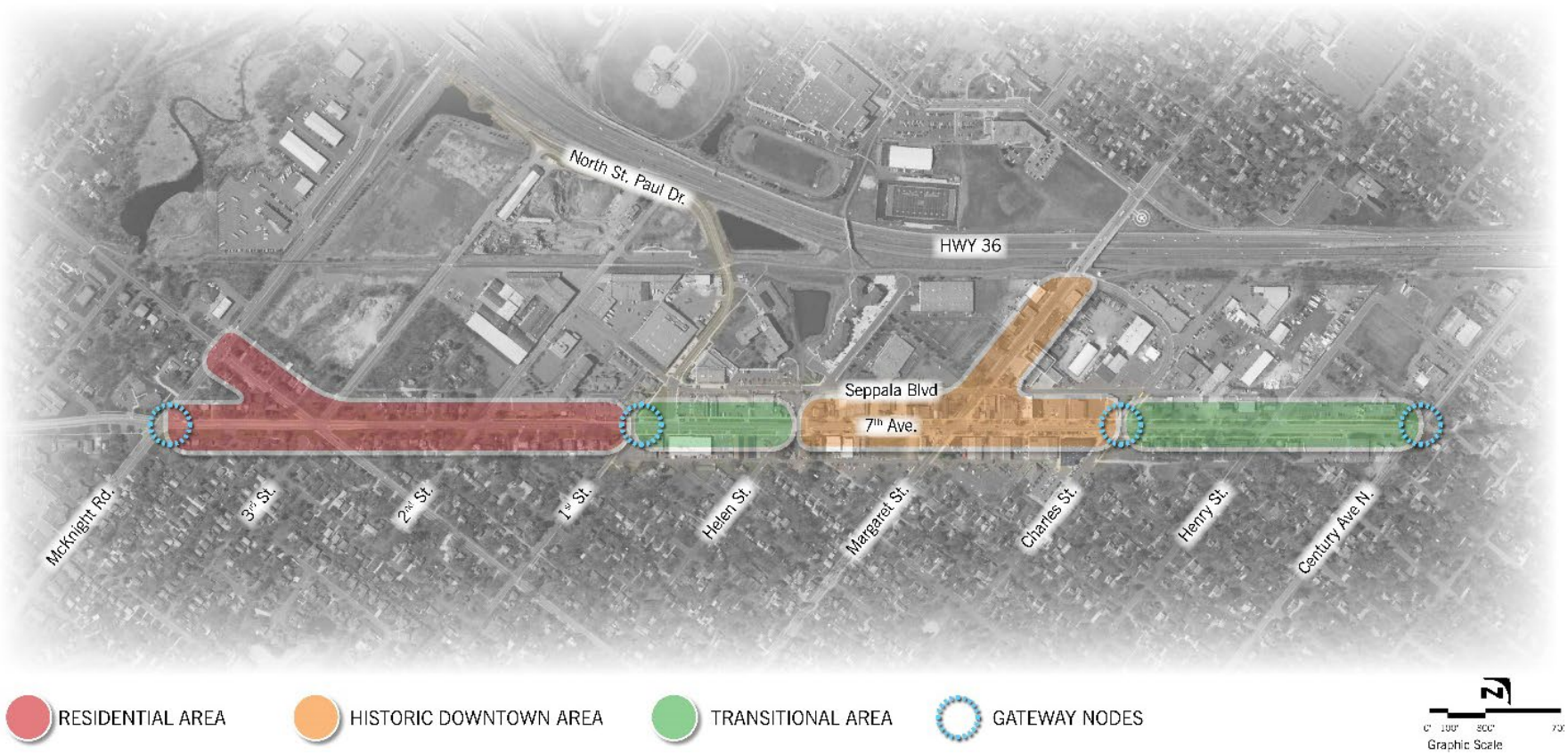
- Add a bike lane on Margaret Street – Possibly remove parking on the south side of the street.
- Do further exploration of back-in angled parking during the final design phase to potentially allow for additional funding options.
- Add more seating areas, trash receptacles and bike racks along the corridor – not just the two downtown blocks.
- Add more mid-block crossings.
- Make sure to notify businesses and homeowners of potential driveway removals during the final design phase.

Chapter Three: Corridor Master Plan Development Graphics

3.0 MASTER PLAN OVERVIEW

Once the public engagement process was complete and responses were tallied, the consulting team was able to develop corridor design templates which provided graphical examples of how specific districts along the corridor could be developed utilizing existing right-of-way limits (**Figure 3.1**). The corridor was broken up into three different zones: Residential, Historical Downtown, and Transitional (see Project Zoning Map on page 9). There were two options shown for each of the template areas, one with a center median and one without.

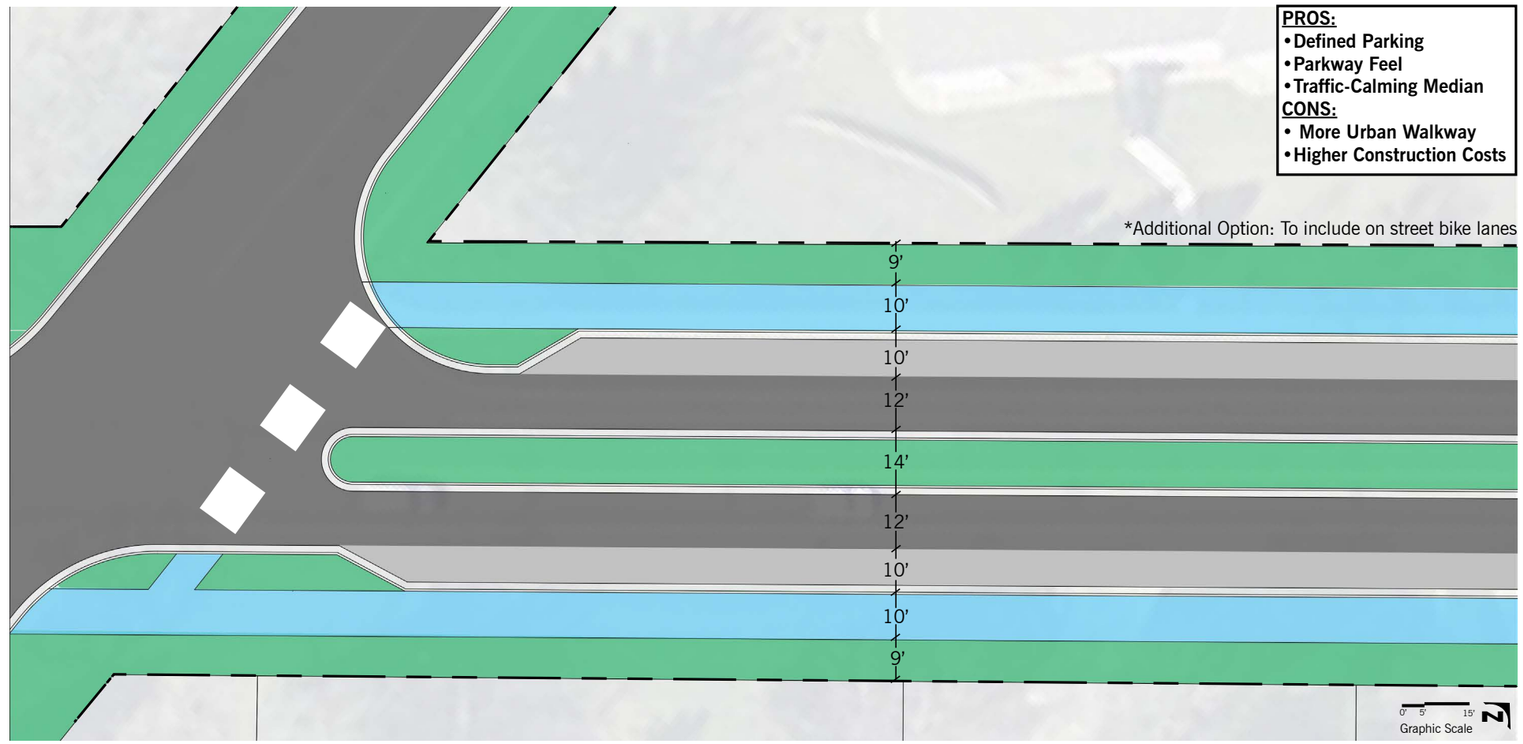
Following input from City staff, City Council, and the Design Review Commission (DRC), preferred templates were selected and used in developing the full streetscape master plan. A draft master plan was presented to staff, City Council, and the DRC for feedback. Using the feedback received, the final streetscape master plan and cost estimate was developed. Block by block enlargements of the final streetscape master plan are provided in **Figures 3.2-3.15**.

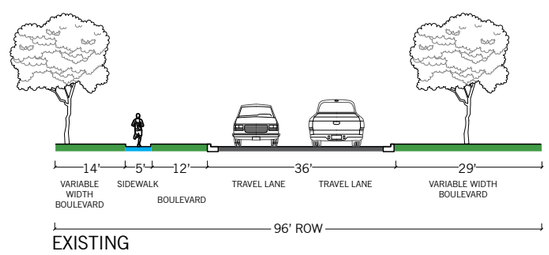


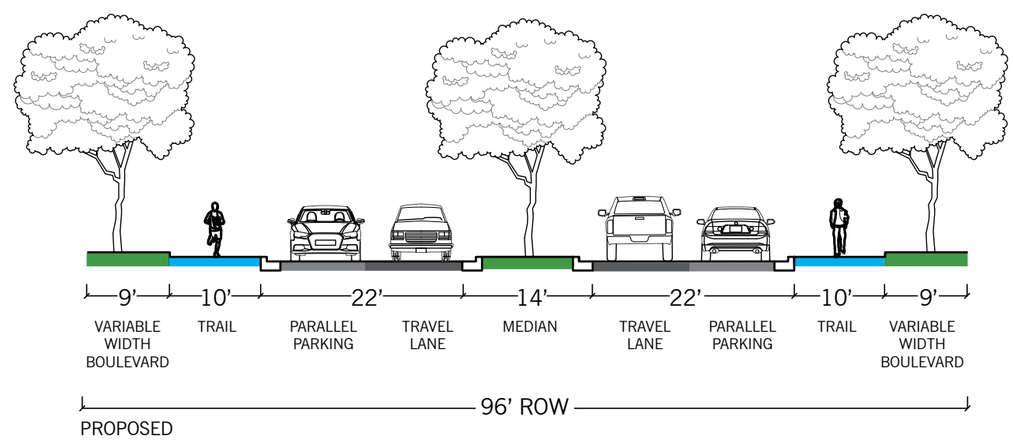
Project Zoning Map

Template Option 1-Residential Area

Plan





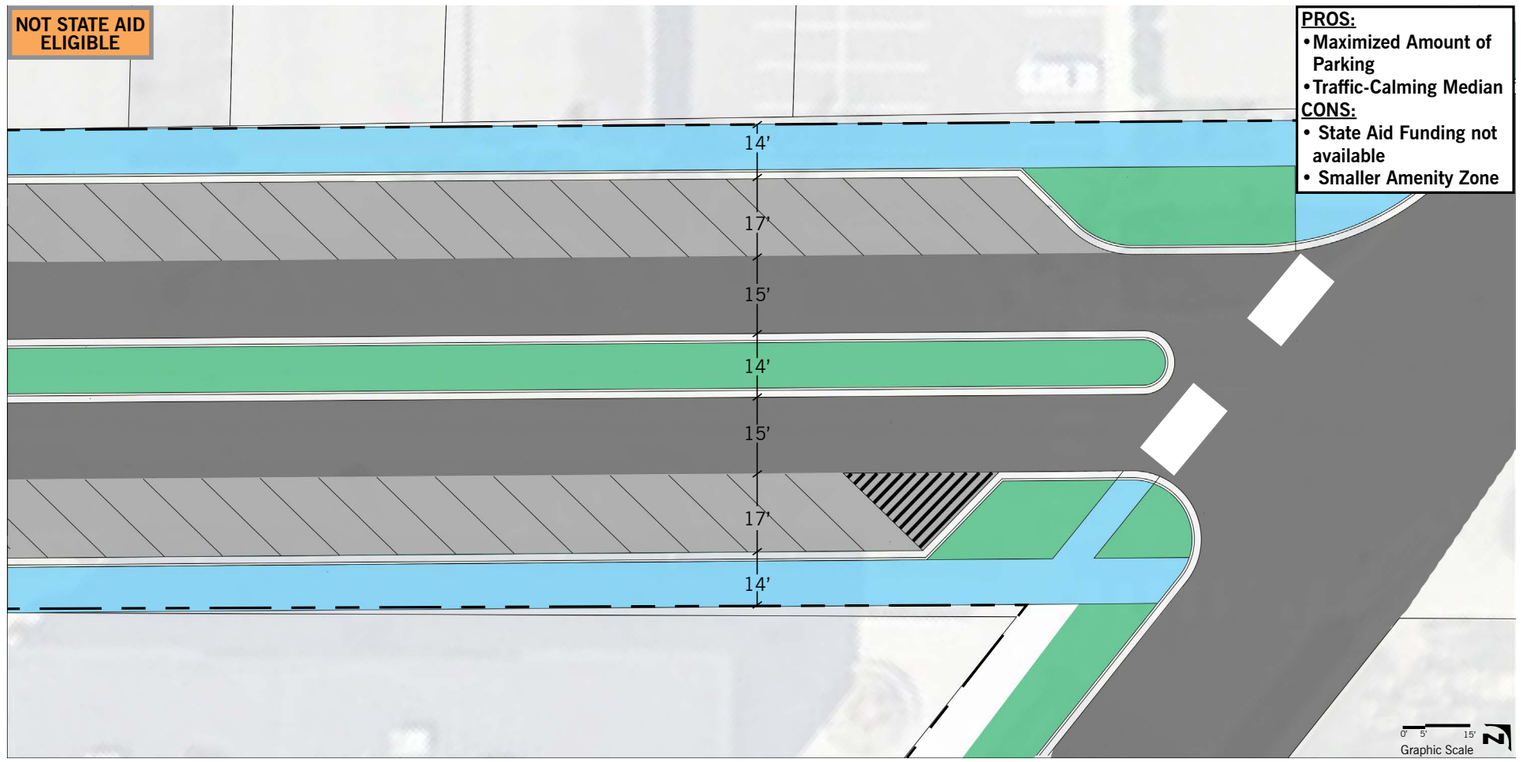


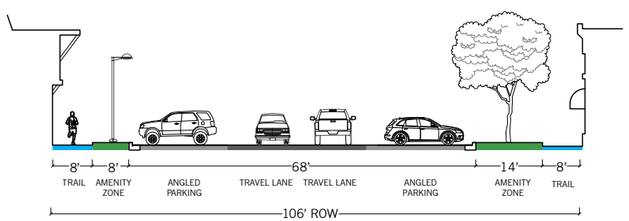
LEGEND
- ROAD
- SIDEWALK / TRAIL
- AMENITIES

*Additional Option: To include on street bike lanes

Template Option 1-Historic Downtown Area

Plan





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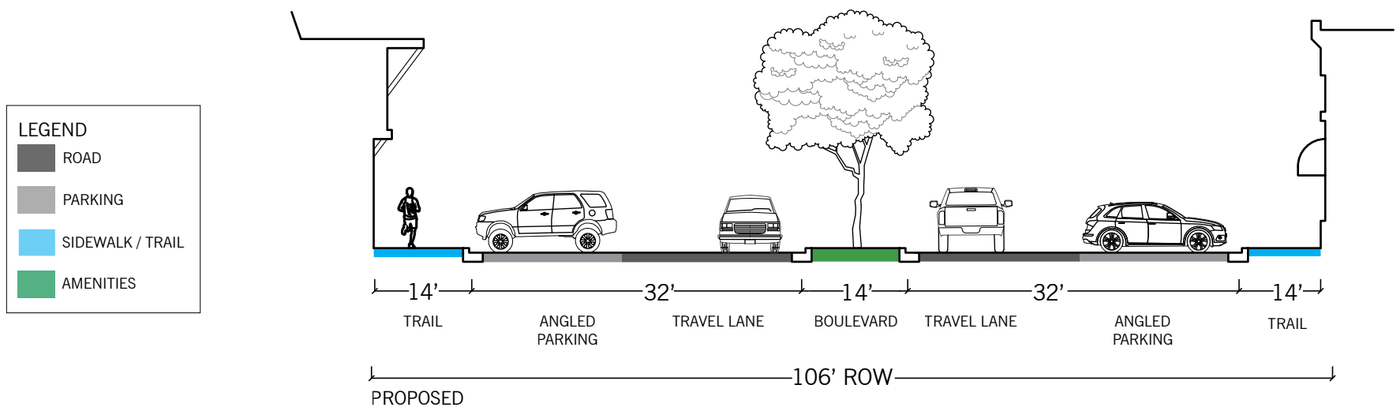
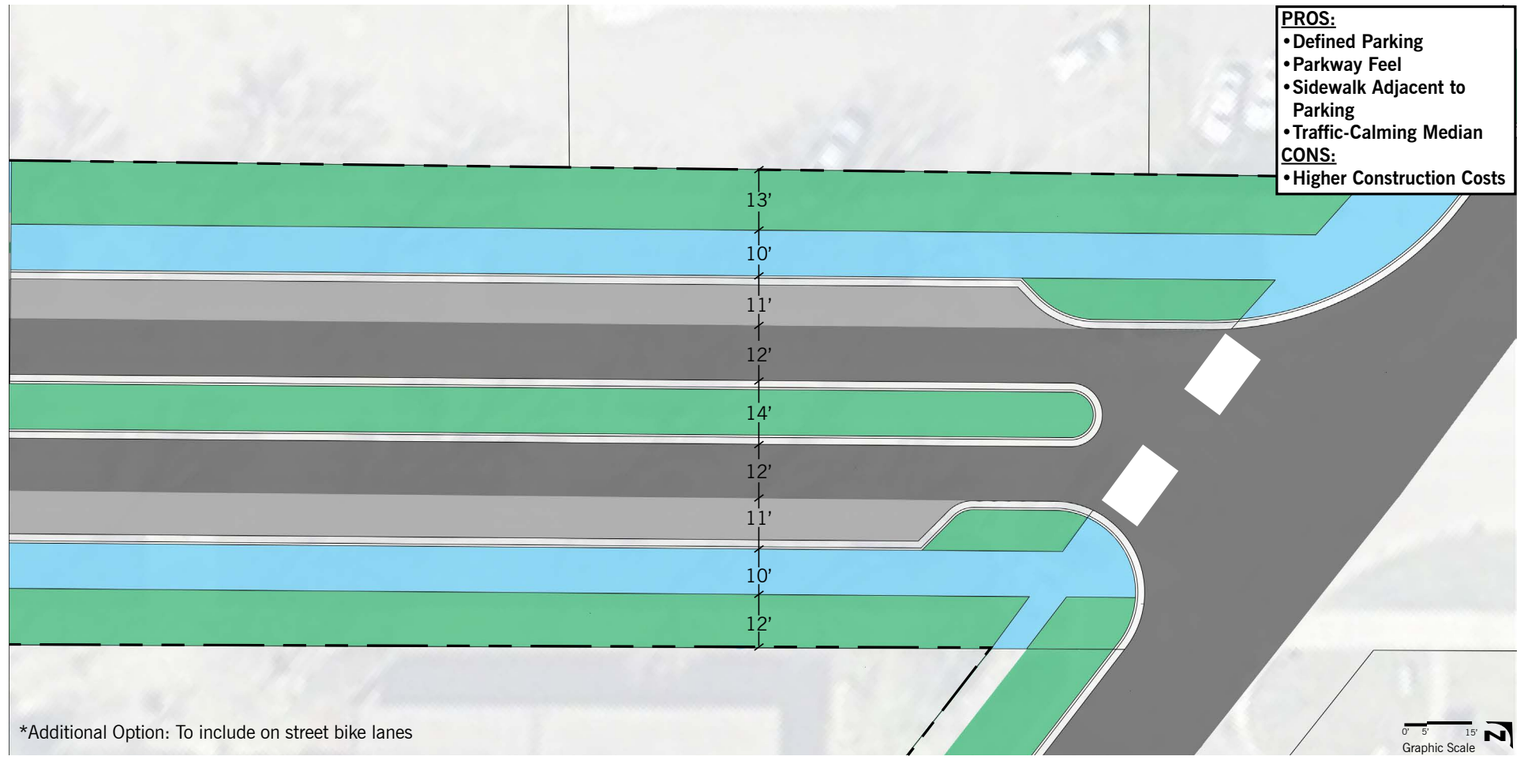


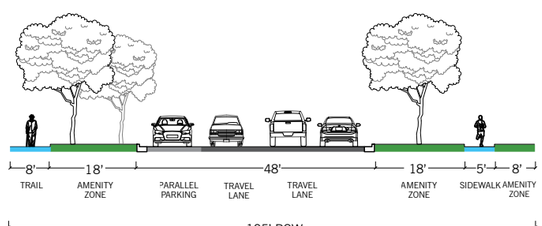
PROPOSED

LEGEND
- ROAD
- PARKING
- SIDEWALK / TRAIL
- AMENITIES

Template Option 1 -Transitional Area

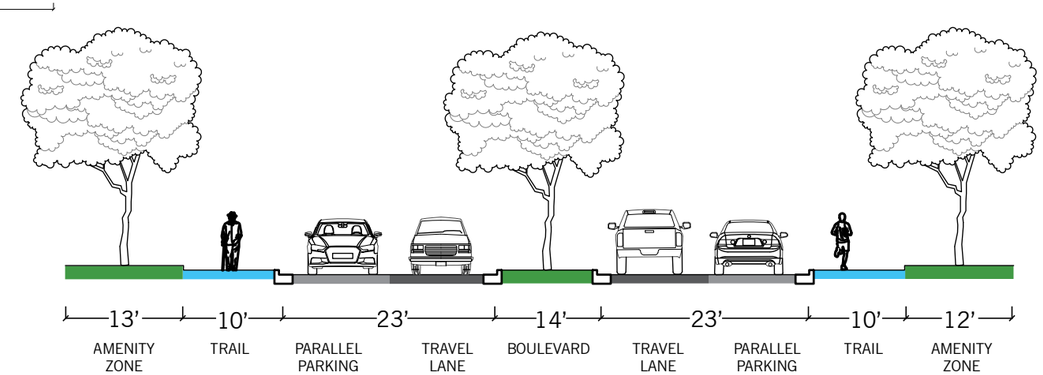
Plan





EXISTING

LEGEND
- ROAD
- PARKING
- SIDEWALK / TRAIL
- AMENITIES

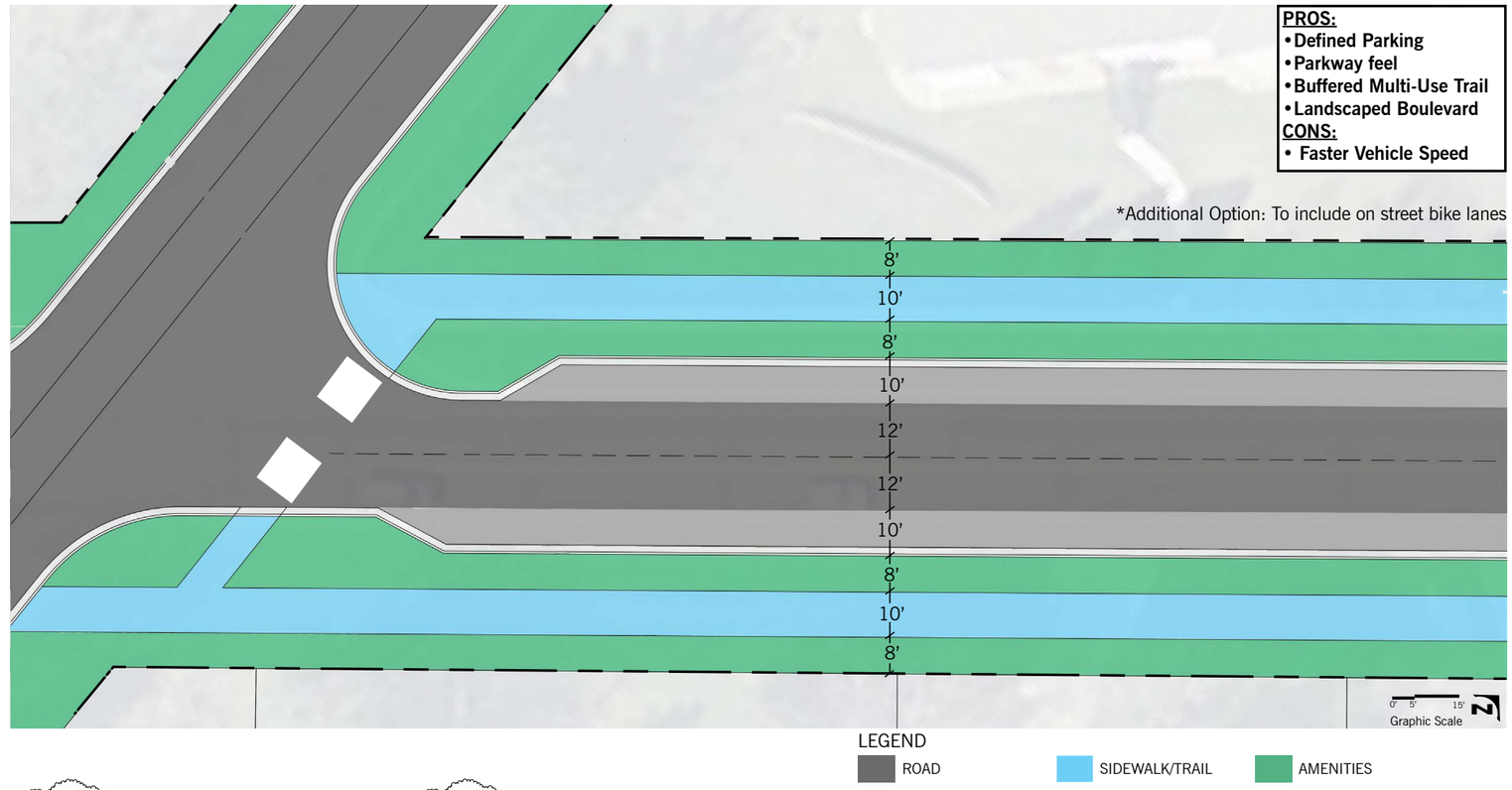


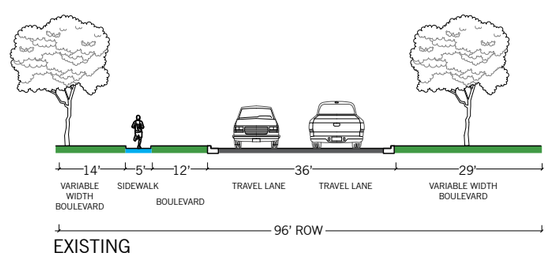
PROPOSED

*Additional Option: To include on street bike lanes

Template Option 2 - Residential Area

Plan





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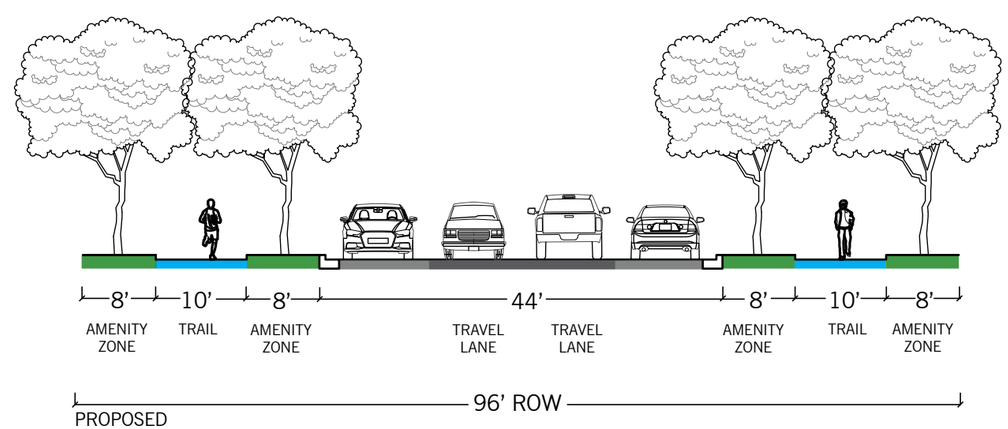
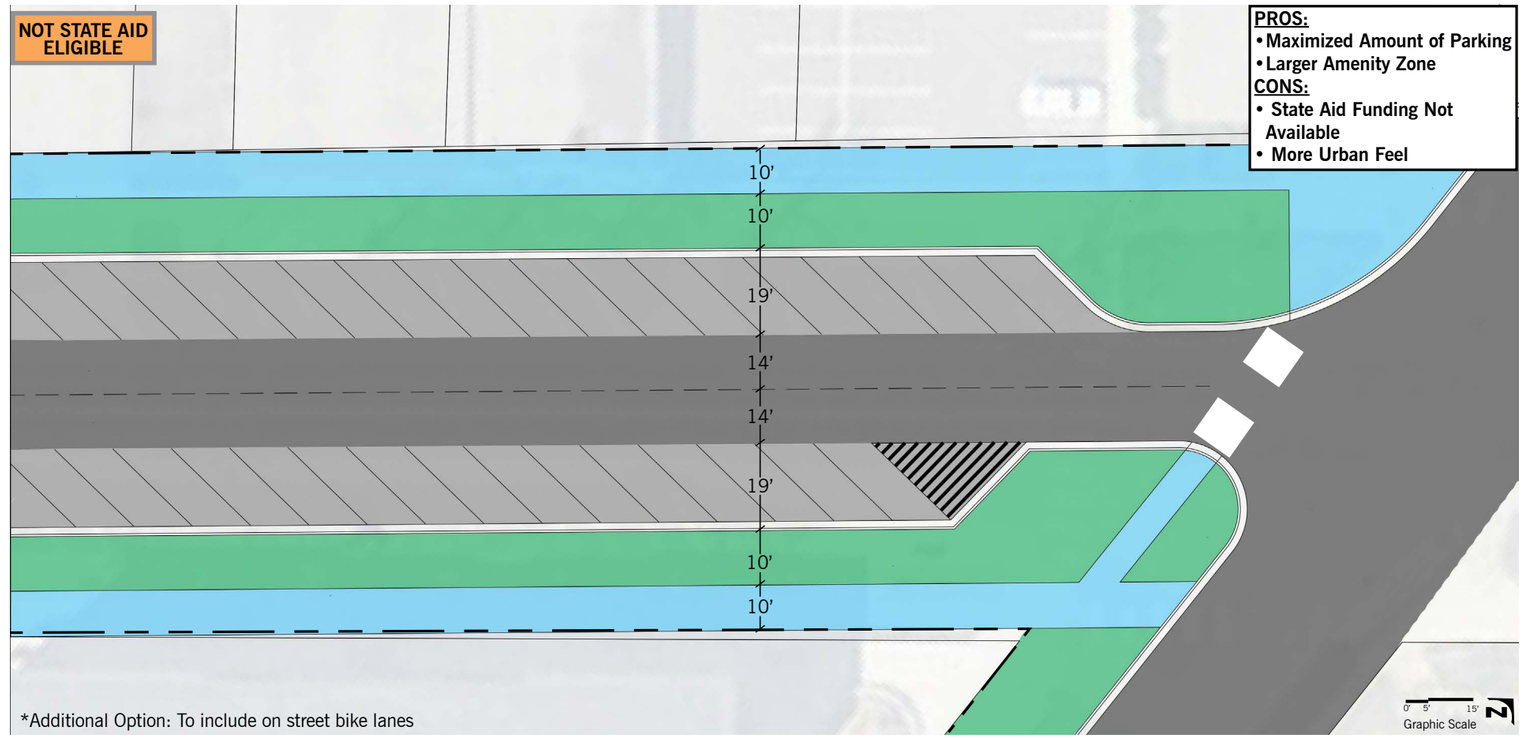


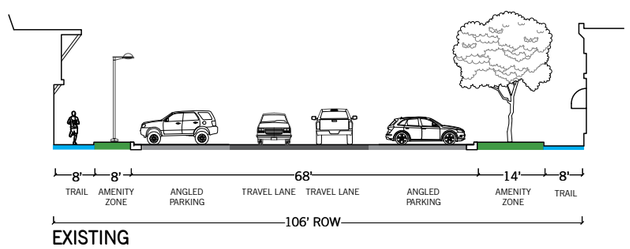
PROPOSED

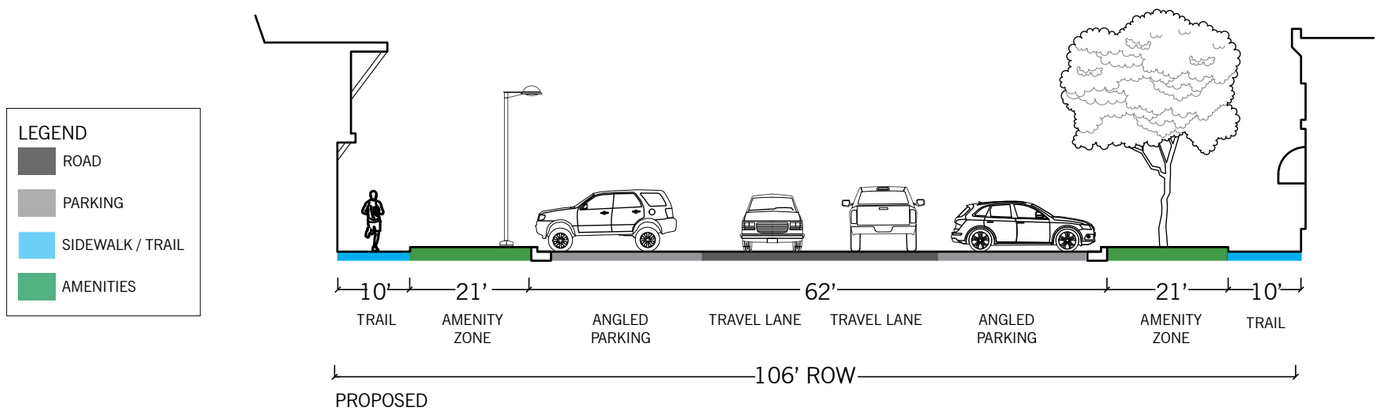
*Additional Option: To include on street bike lanes

Template Option 2 - Historic Downtown Area

Plan



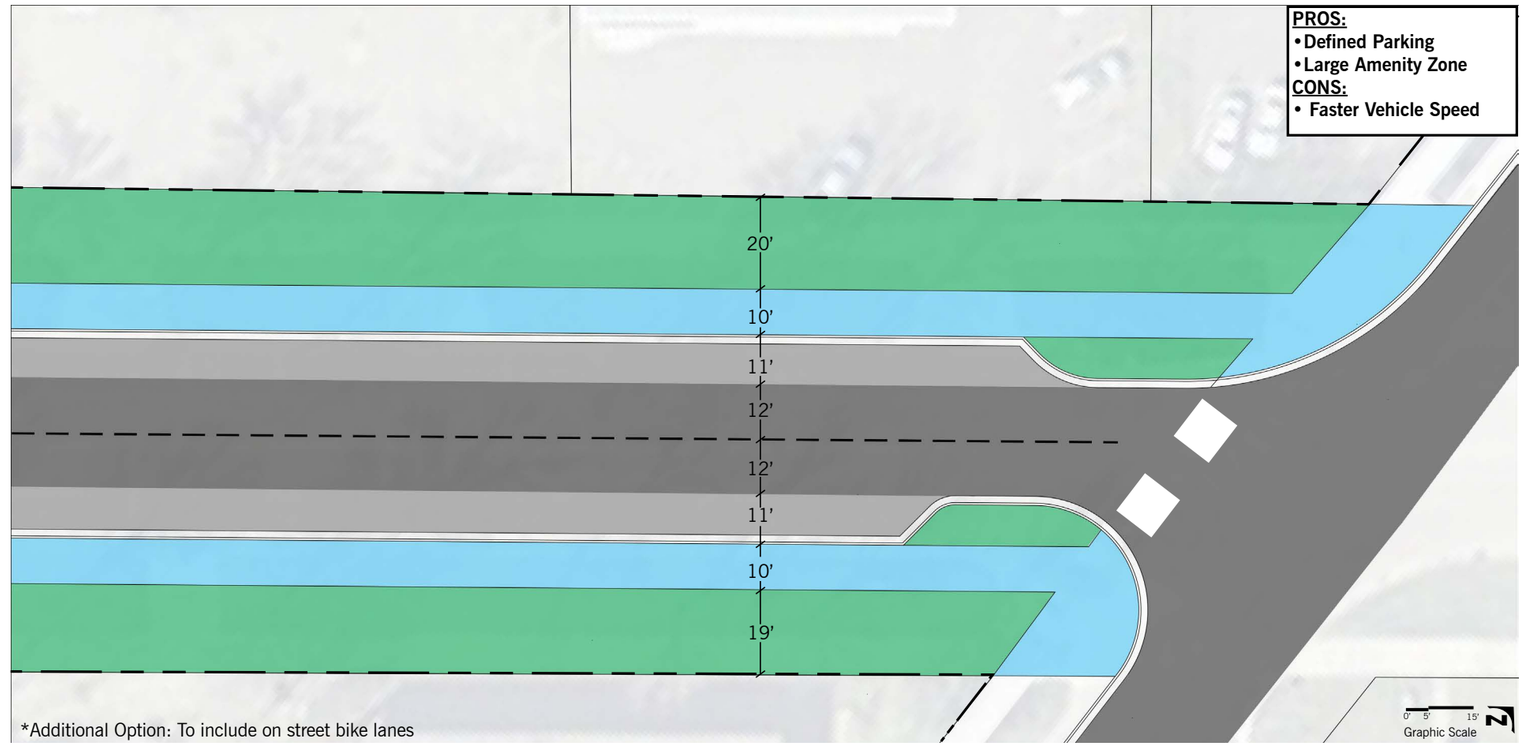


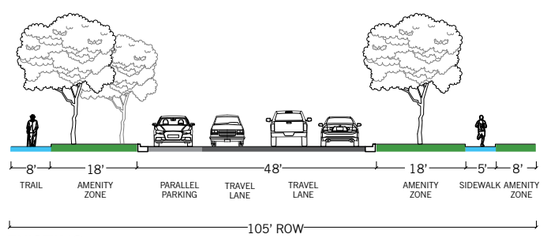


*Additional Option: To include on street bike lanes

Template Option 2 - Transitional Area

Plan





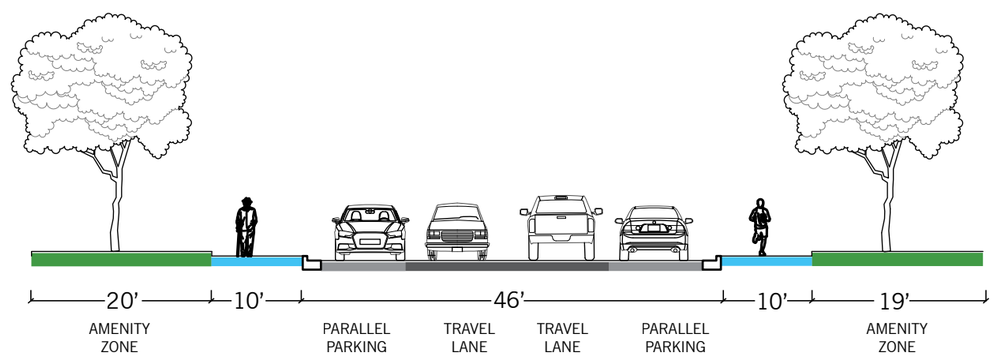
EXISTING

LEGEND

ROAD PARKING SIDEWALK/TRAIL AMENITIES

LEGEND

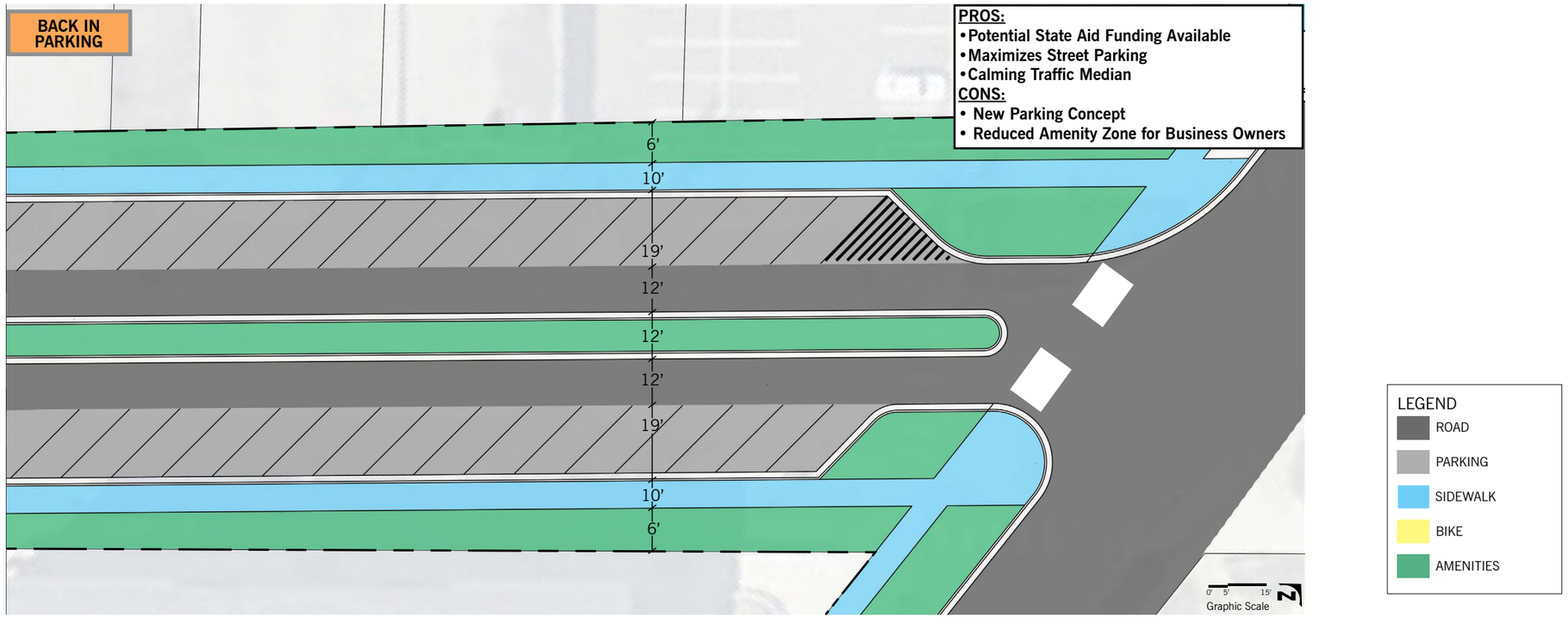
- ROAD
- PARKING
- SIDEWALK / TRAIL
- AMENITIES

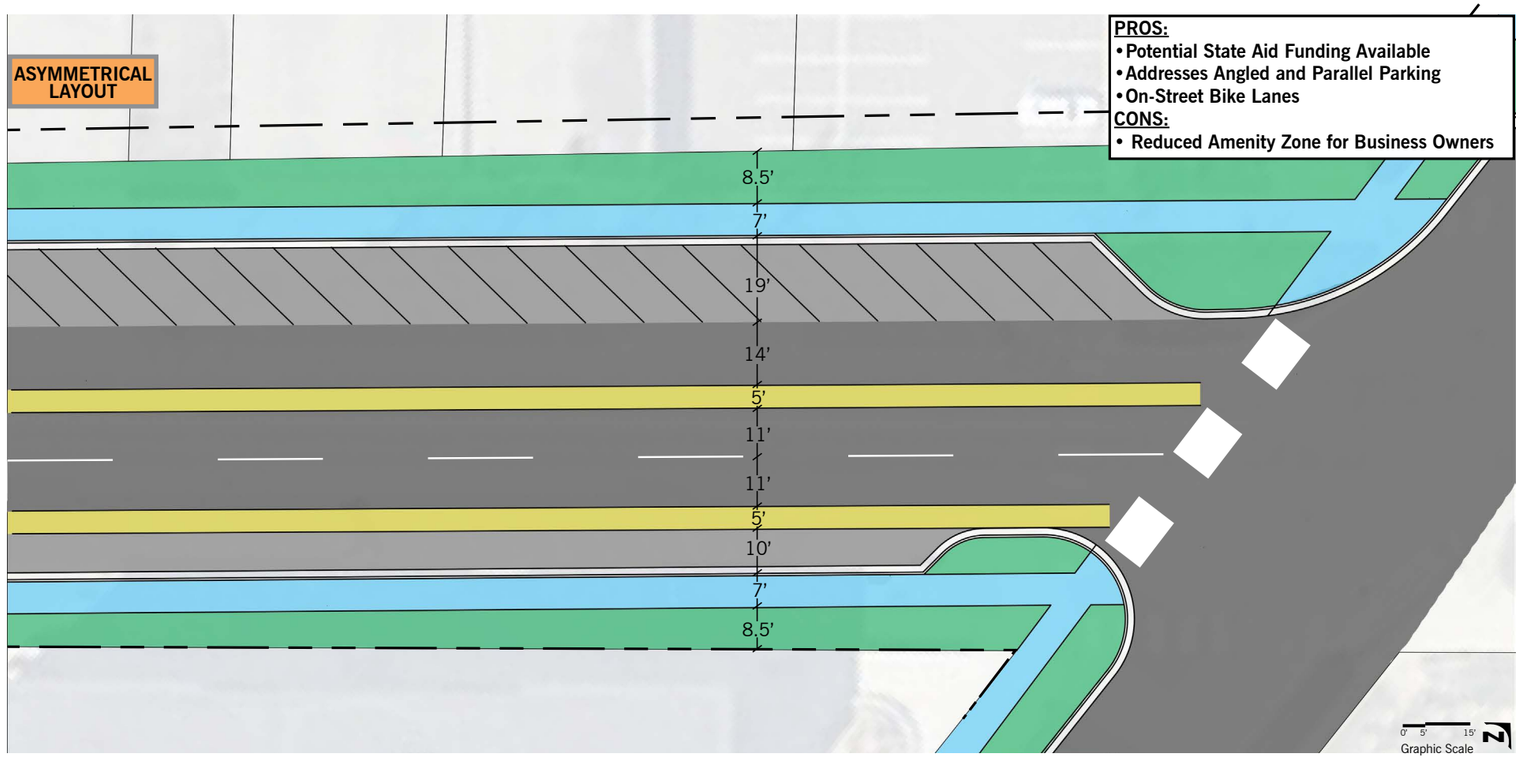


PROPOSED

*Additional Option: To include on street bike lanes

Alternate Layouts - Historic Downtown





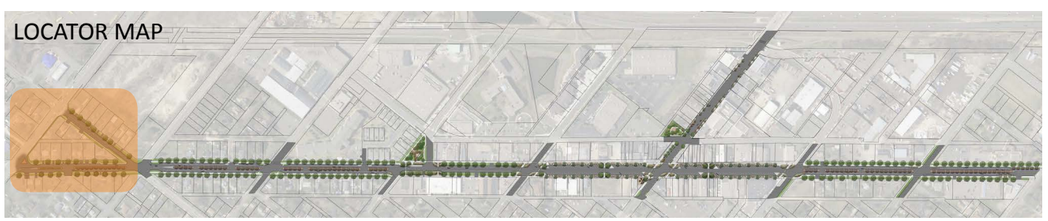
MCKNIGHT RD. N.

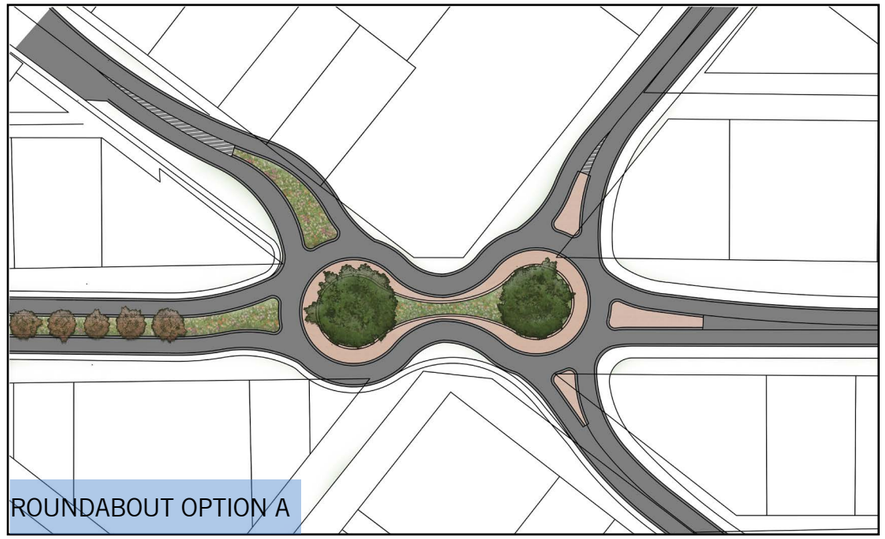
7TH AVE. E.

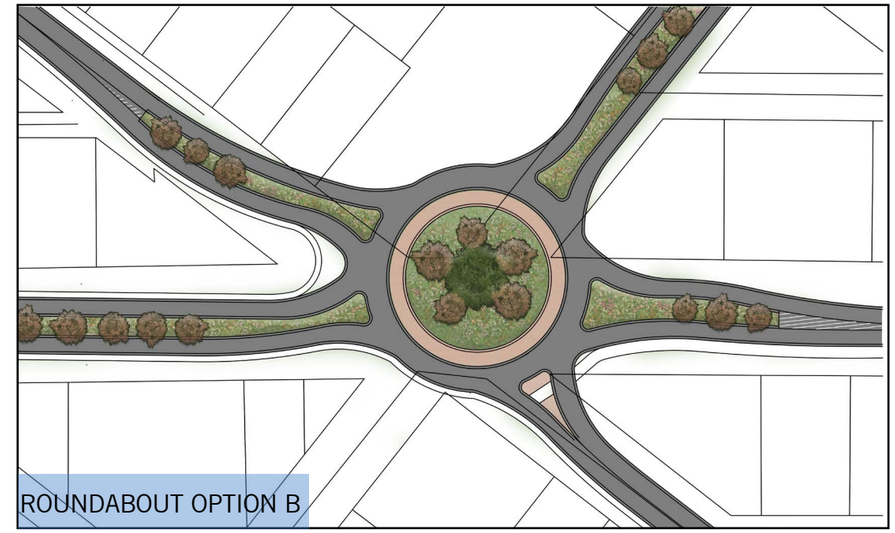
3rd ST. N

SOUTH AVE. E.

REFER TO ROUNDABOUT CONCEPTS ON PAGE 19




ROUNDABOUT OPTION A

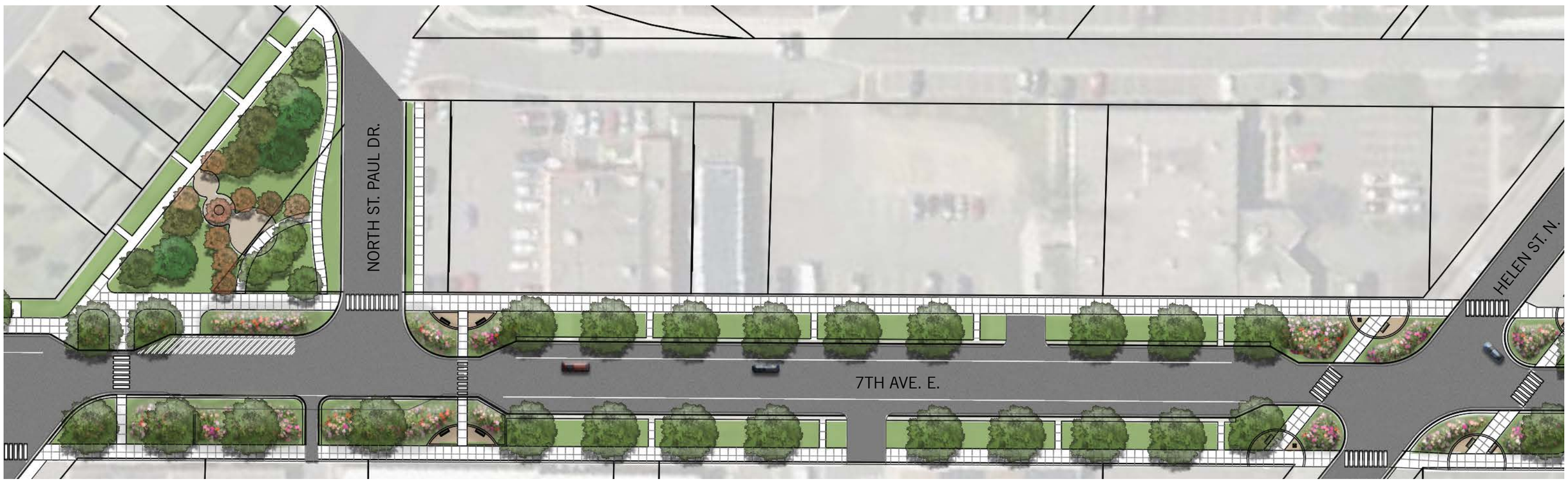

ROUNDABOUT OPTION B

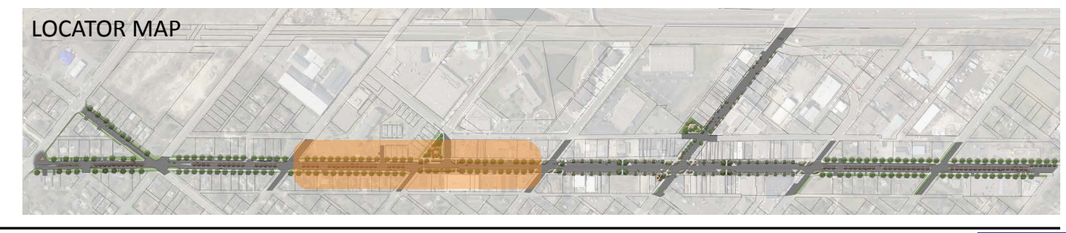
3RD ST. N.
REFER TO ROUNDABOUT CONCEPTS ABOVE
SOUTH AVE. E.
7TH AVE. E.
2ND ST. N.

LOCATOR MAP

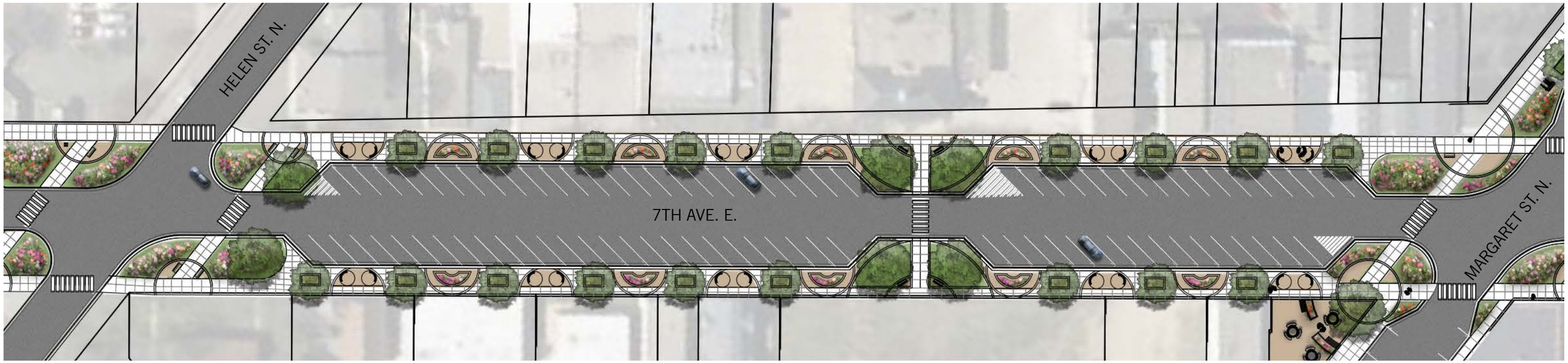
3.4 2nd Street N. - 1st Street N.

3.5 1st Street N. - Helen Street N.

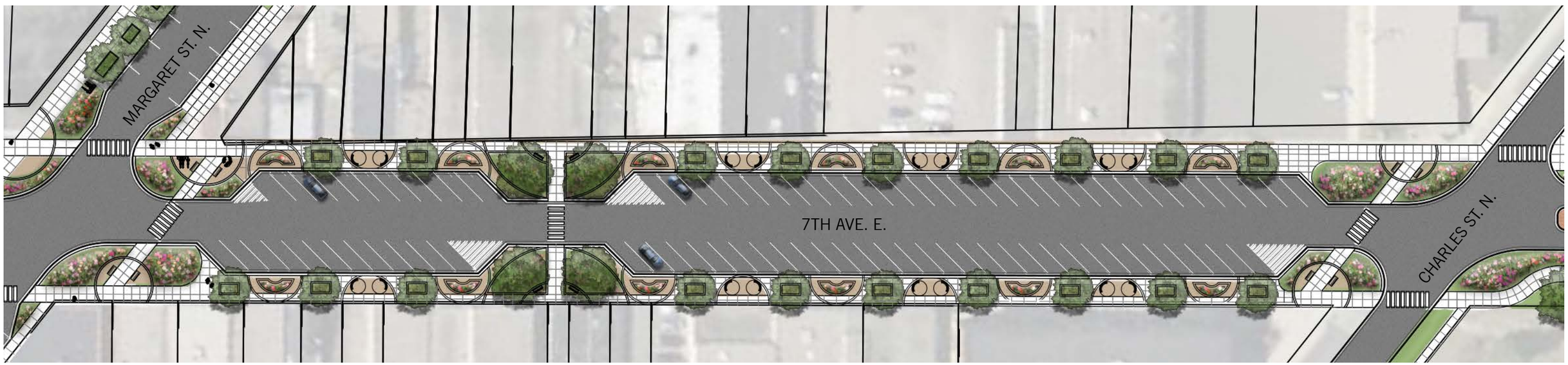




3.6 Helen St. N. - Margaret St. N

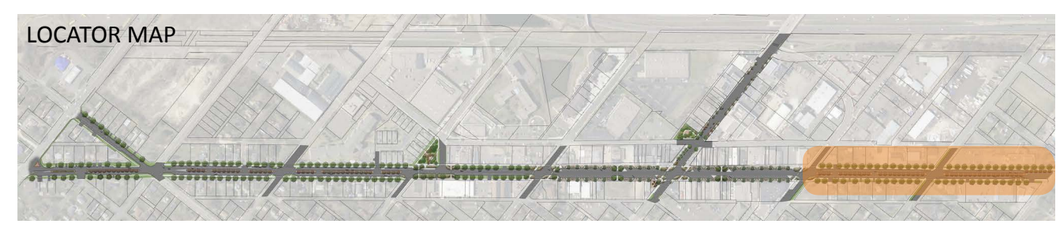


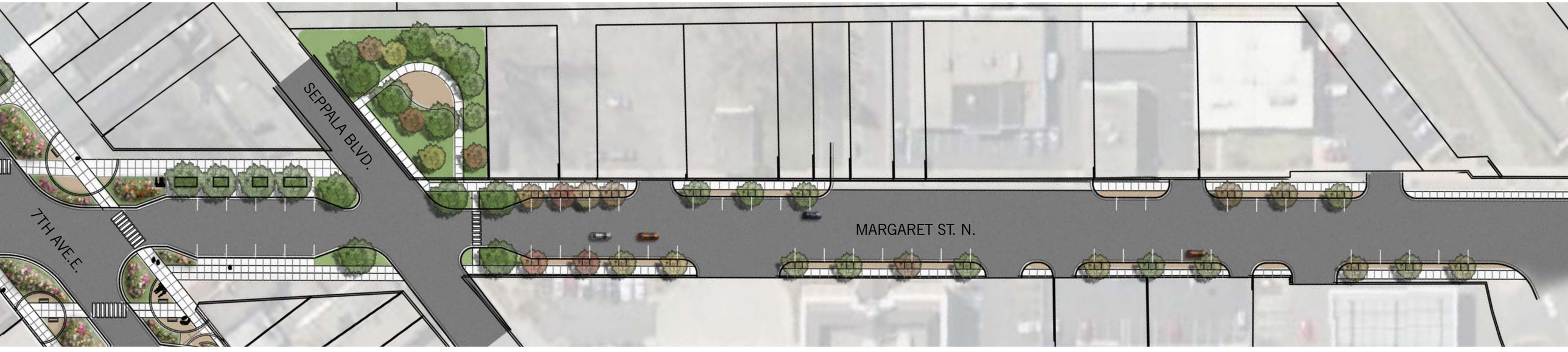
3.7 Margaret St. N - Charles St. N.



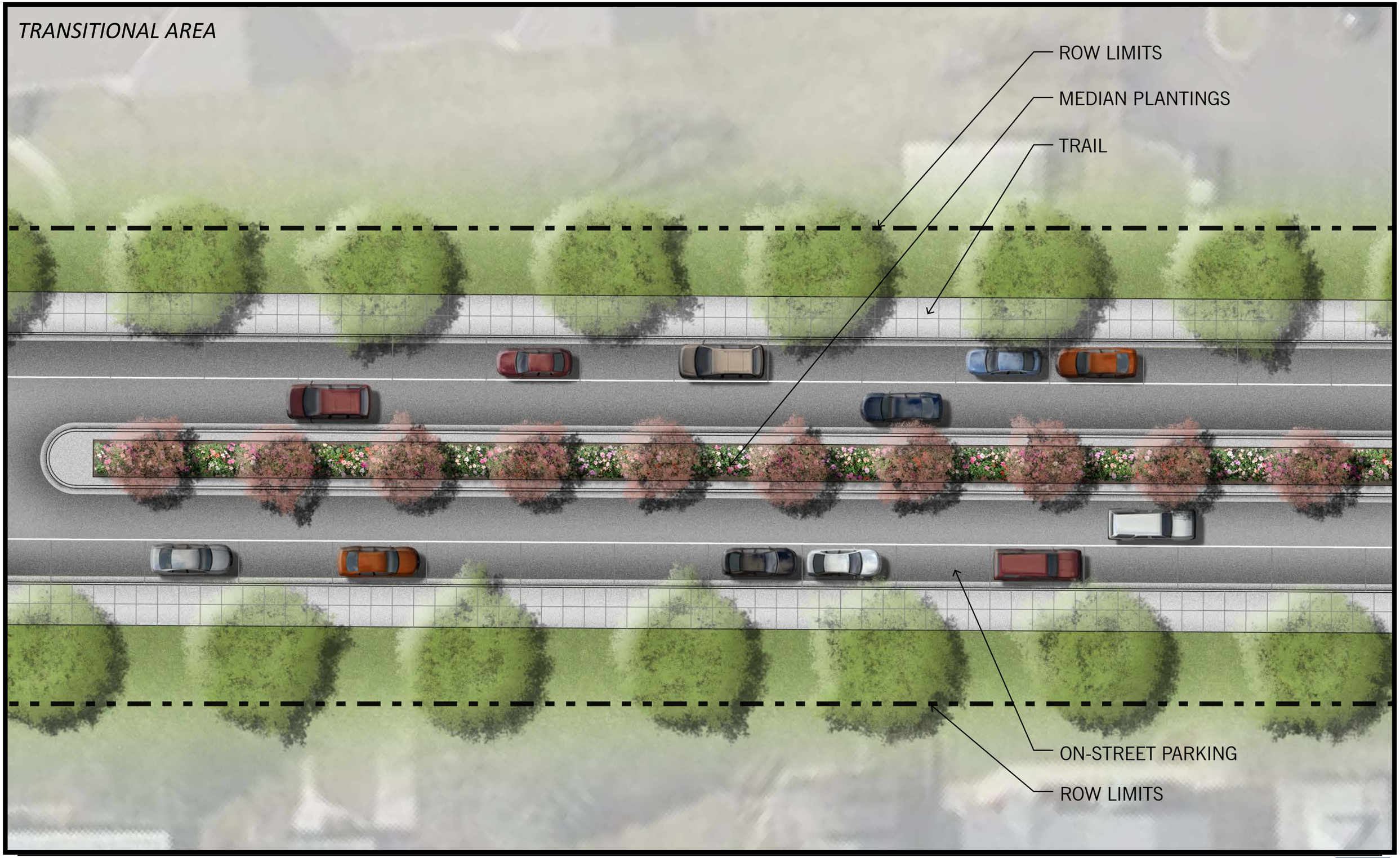
3.8 Charles St. N. - Henry St. N.

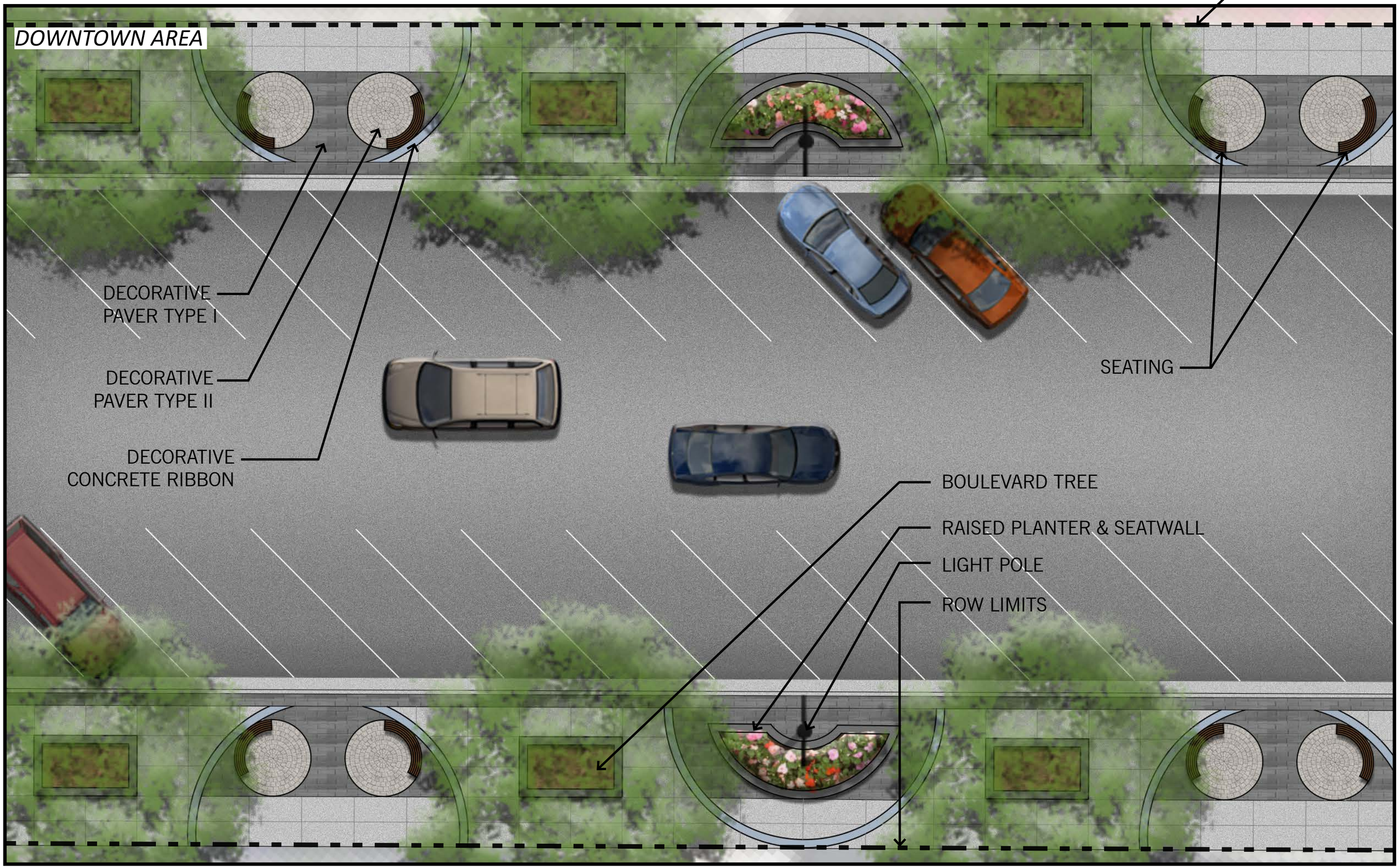
3.9 Henry St. N. - Division (120)

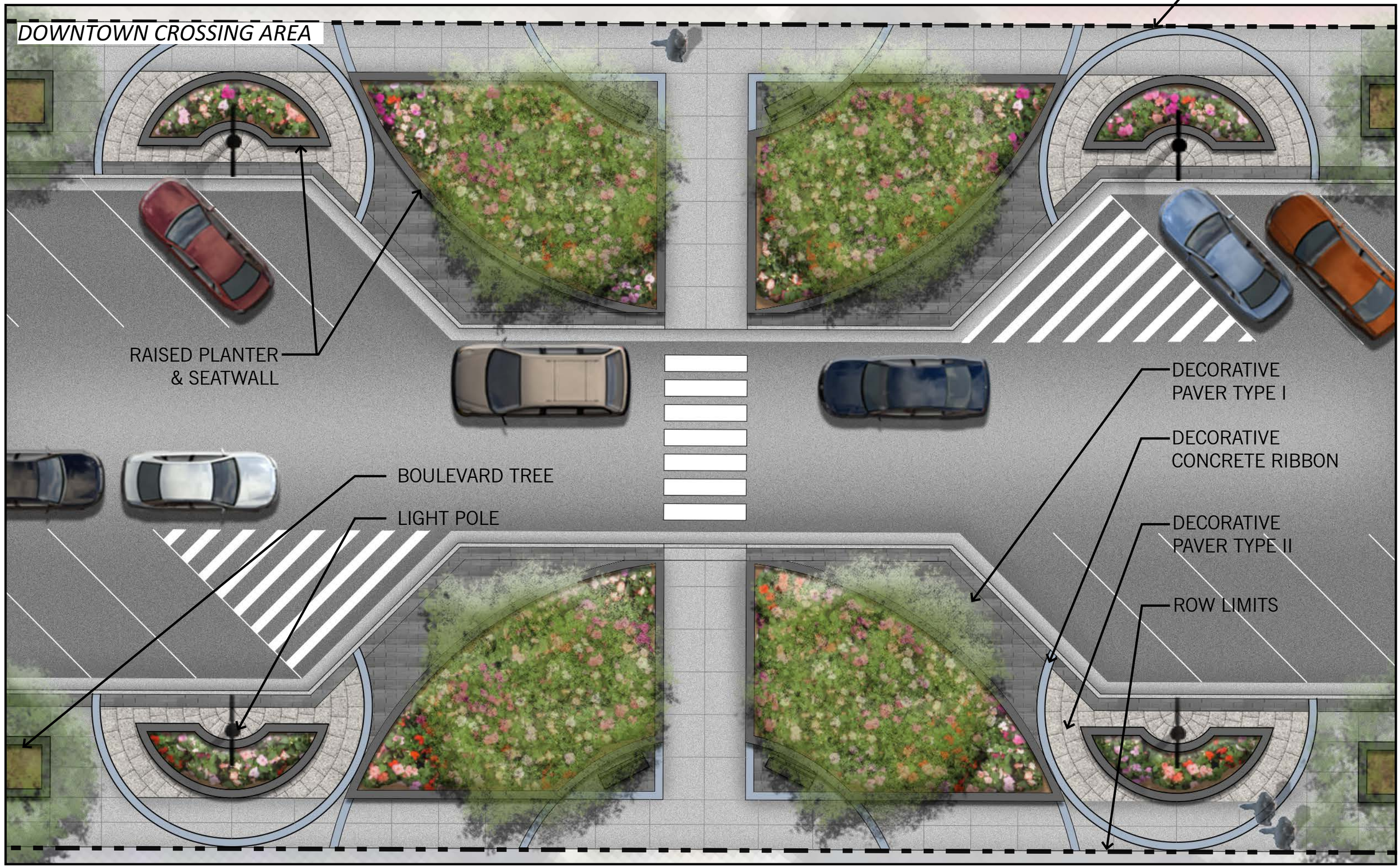


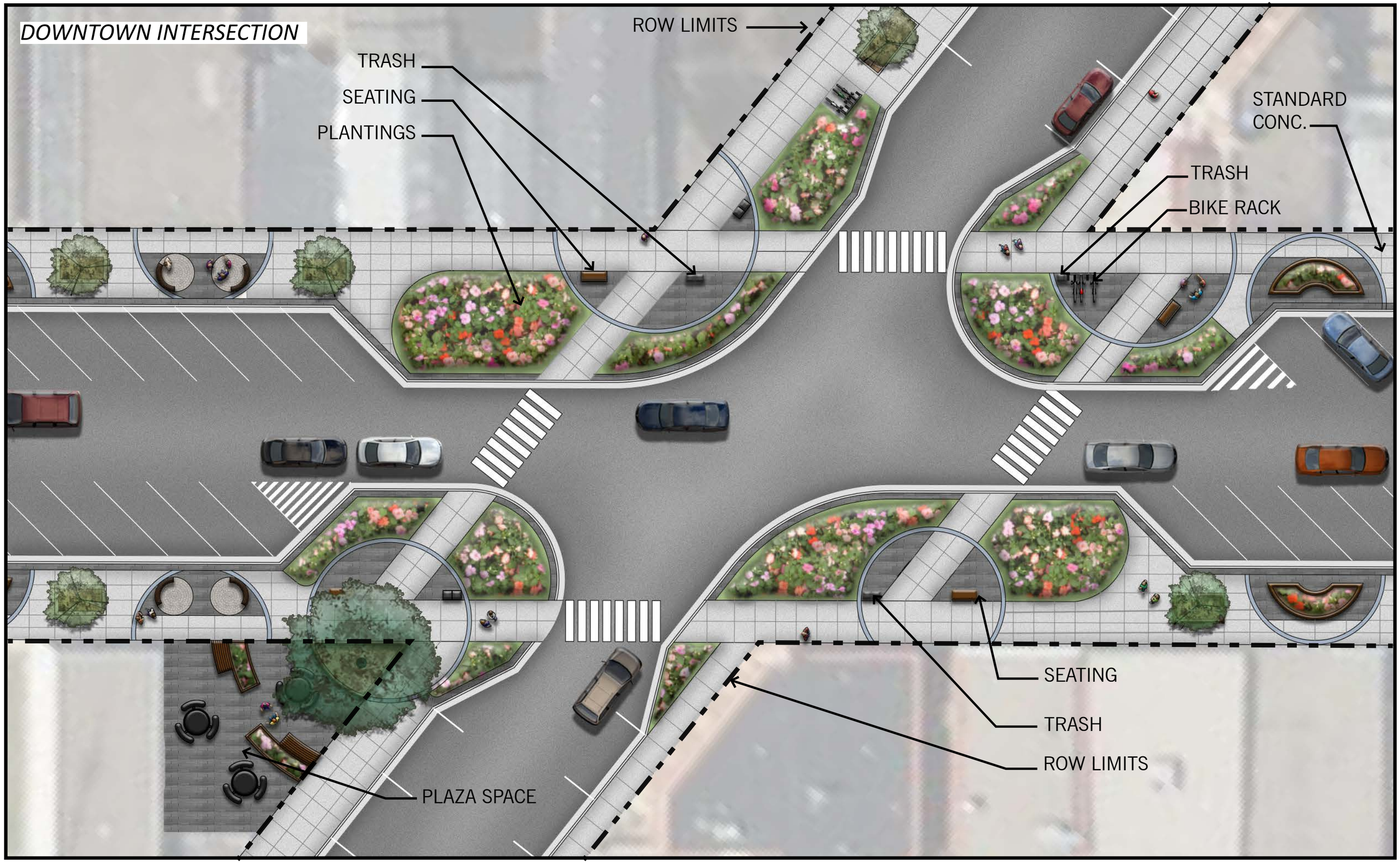

SEPPALA BLVD.
7TH AVE.E.
MARGARET ST. N.

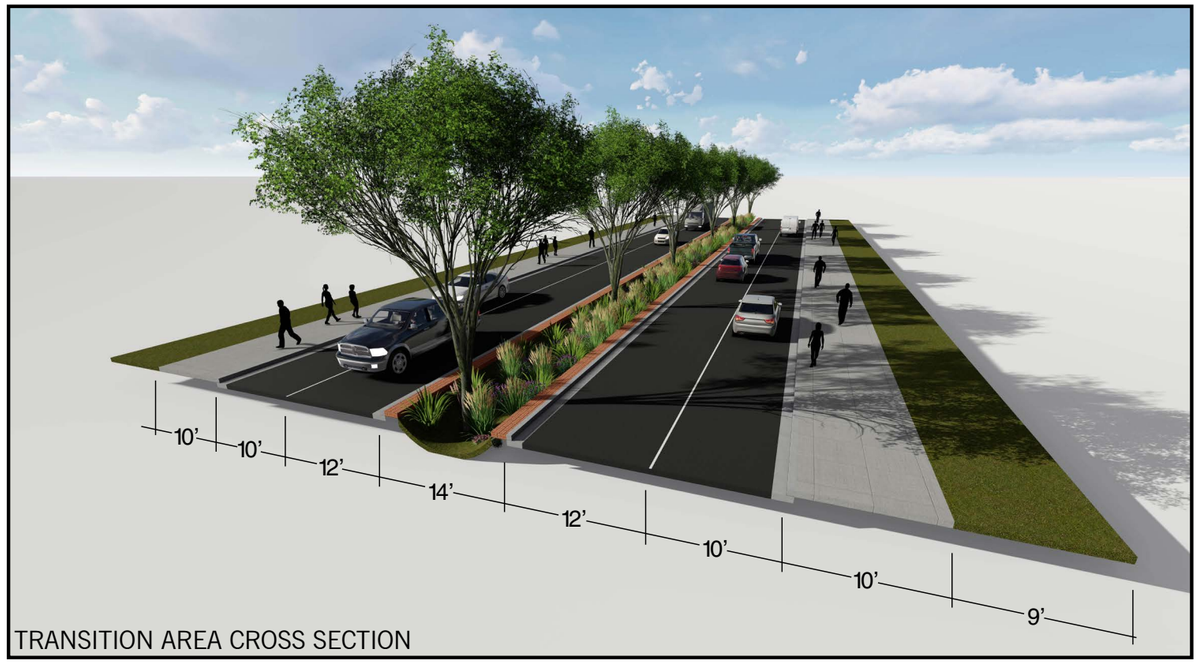
LOCATOR MAP


TRANSITIONAL AREA
ROW LIMITS
MEDIAN PLANTINGS
TRAIL
ON-STREET PARKING
ROW LIMITS


ROW LIMITS
DOWNTOWN AREA
DECORATIVE PAVER TYPE I
DECORATIVE PAVER TYPE II
DECORATIVE CONCRETE RIBBON
SEATING
BOULEVARD TREE
RAISED PLANTER & SEATWALL
LIGHT POLE
ROW LIMITS


DOWNTOWN CROSSING AREA
ROW LIMITS
RAISED PLANTER & SEATWALL
DECORATIVE PAVER TYPE I
DECORATIVE CONCRETE RIBBON
BOULEVARD TREE
LIGHT POLE
DECORATIVE PAVER TYPE II
ROW LIMITS


DOWNTOWN INTERSECTION
ROW LIMITS
TRASH
SEATING
PLANTINGS
STANDARD CONC.
TRASH
BIKE RACK
SEATING
TRASH
ROW LIMITS
PLAZA SPACE



TRANSITION AREA CROSS SECTION

- DEFINED PARKING
- PARKWAY FEEL
- SIDEWALK OFF OF PARKING
- TRAFFIC-CALMING MEDIAN

DOWNTOWN CROSS SECTION B-B’

- MAXIMIZED AMOUNT OF PARKING
- UNIFORMITY

MARGARET STREET CROSS SECTION C-C’

- DEFINED PARKING
- PARKWAY FEEL
- SIDEWALK OFF OF PARKING
- SIMILAR TO EXISTING

McKnight Road- 3rd Street N. (North)

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping

Cost Range

LOW	HIGH
$545,000	$638,500

McKnight Road- 3rd Street N. (South)

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians

Cost Range

LOW	HIGH
$814,500	$962,500

3rd Street N. - 2nd Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$877,500	$1,037,000

2nd Street N. - 1st Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$2,027,000	$2,395,500

1st Street N. - Helen Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$3,340,500	$3,947,500

Helen Street N. - Margaret Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$4,055,500	$4,701,500

Margaret Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$202,000	$238,500

Margaret Street N. - Charles Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities
- Intersection Signal

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities
- Intersection Signal

Cost Range

LOW	HIGH
$3,972,000	$4,603,500

Charles Street N. - Henry Street N.

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$2,320,000	$2,742,000

Henry Street N. - Division/120

Removals
- Curb & Gutter
- Roadway
- Walkways
- Utilities

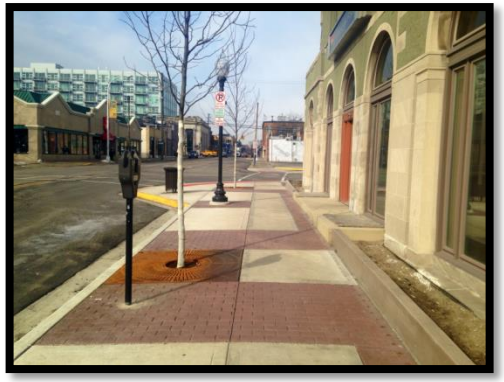
Proposed Elements
- Walkways & Trails
- Landscaping
- Vegetative Medians
- Site Amenities

Cost Range

LOW	HIGH
$2,300,500	$2,719,000

Visual Preference Survey - Pavement Types

Concrete
2.35

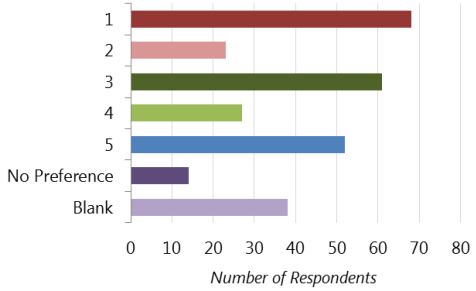


Decorative Concrete
2.58

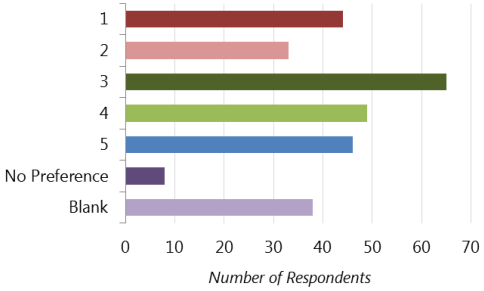
Pavers
2.93

Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference

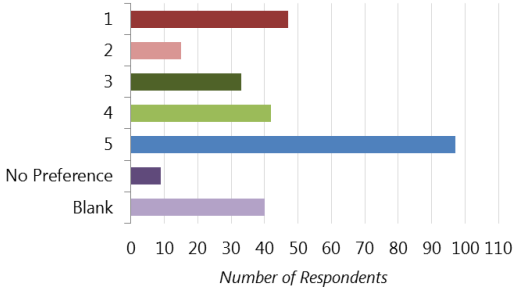
Pavement Type - Concrete



Pavement Type - Decorative Concrete



Pavement Type - Pavers



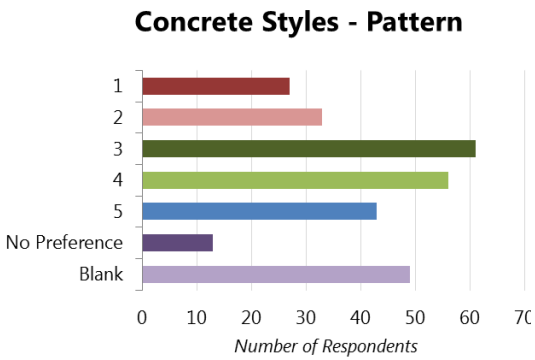
Visual Preference Survey – Concrete Types

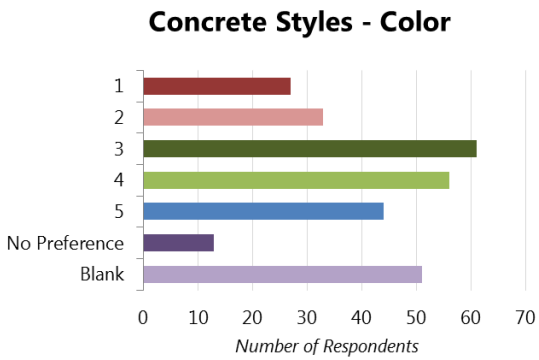
Pattern
2.54

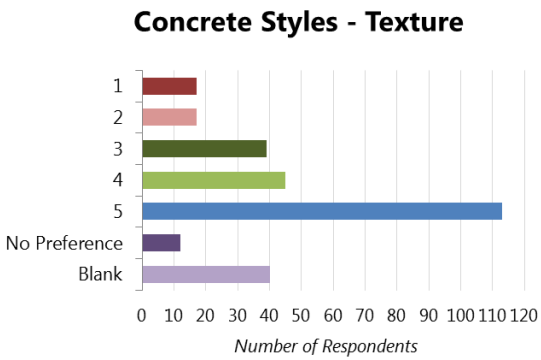
Color
1.90

Texture
3.23

Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference







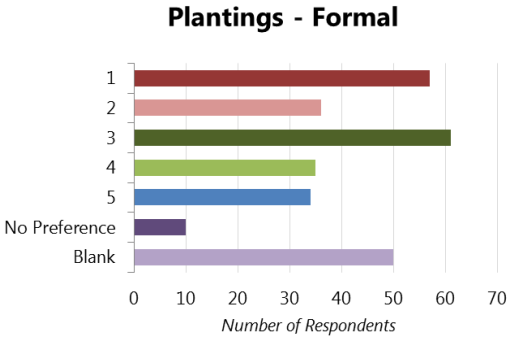
Visual Preference Survey – Plantings

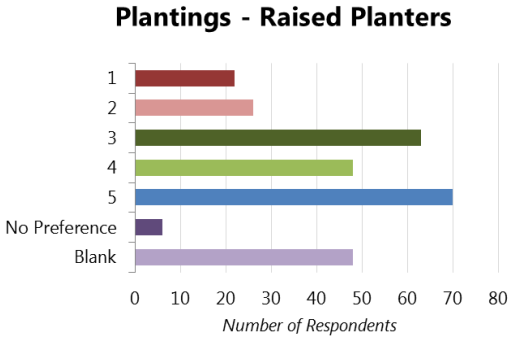
Formal
2.20

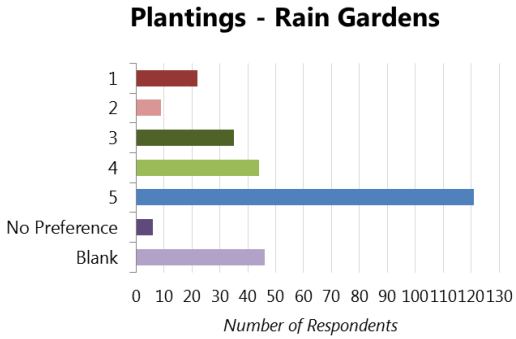
Raised Planter
2.84

Rain Garden
3.27

Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference







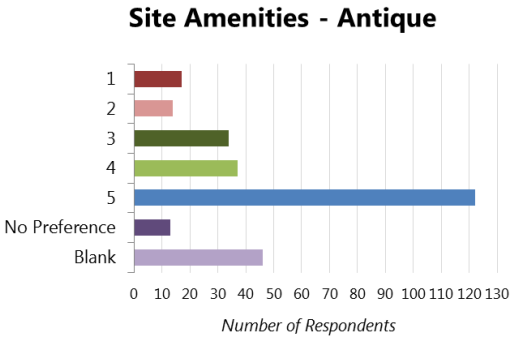
Visual Preference Survey – Site Amenities

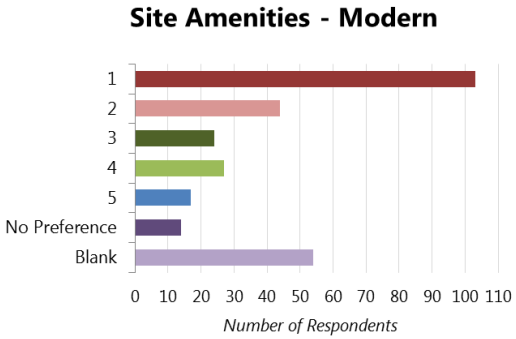
Antique
3.20

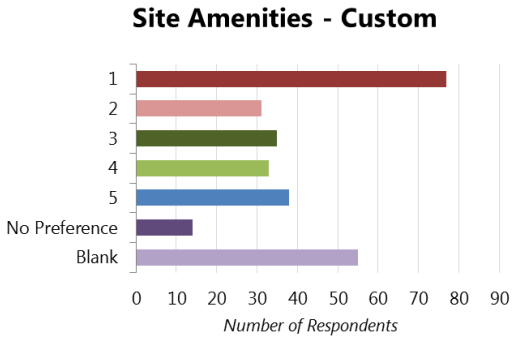
Modern
1.61

Custom
2.00

Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference







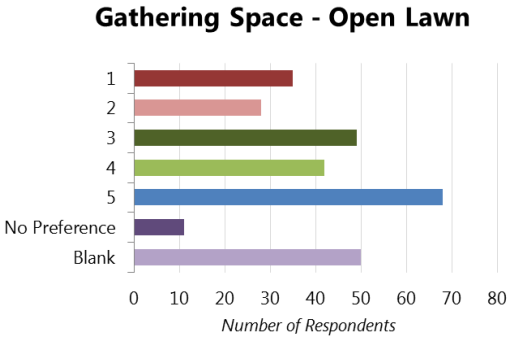
Visual Preference Survey – Gathering Space

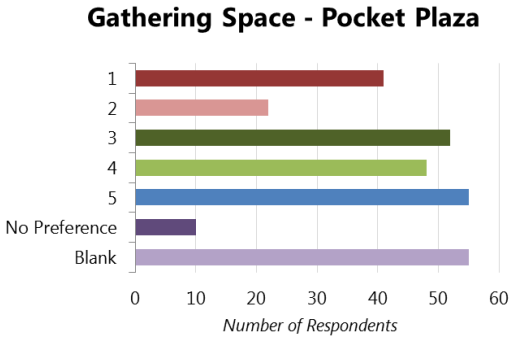
Open Lawn
2.64

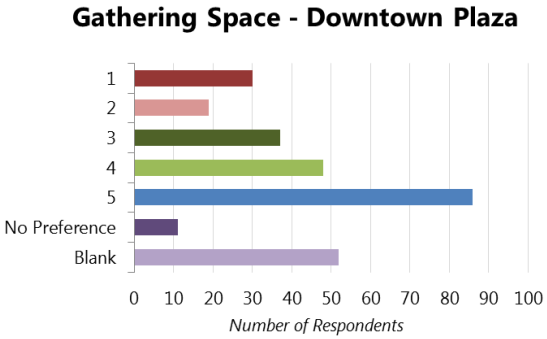
Pocket Plaza
2.50

Downtown Plaza
2.83

Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference







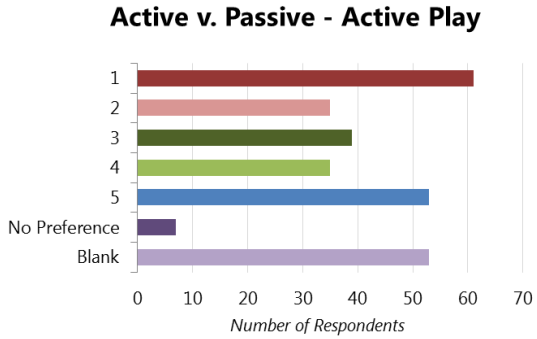
Visual Preference Survey – Active vs. Passive Space

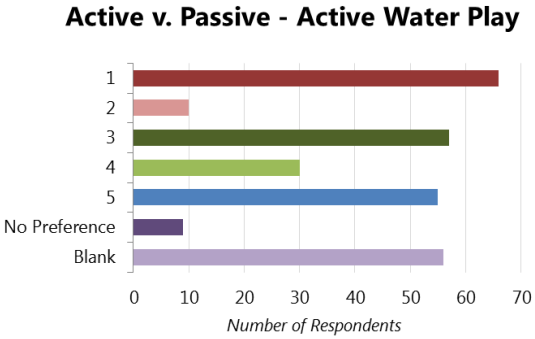
Active Play
2.31

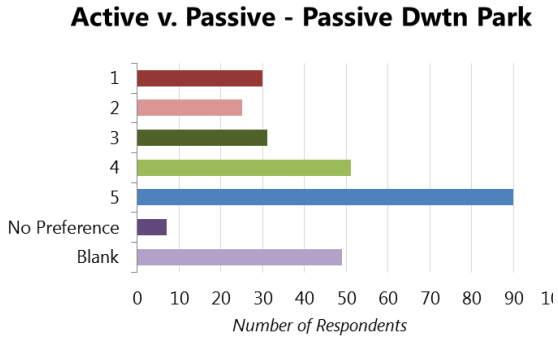
Active Water Play
2.30

Passive Downtown Space
2.92

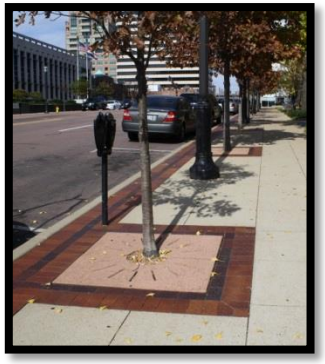
Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference







Visual Preference Survey – Corridor Appearance

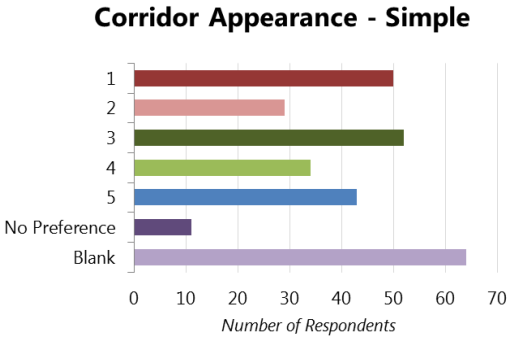


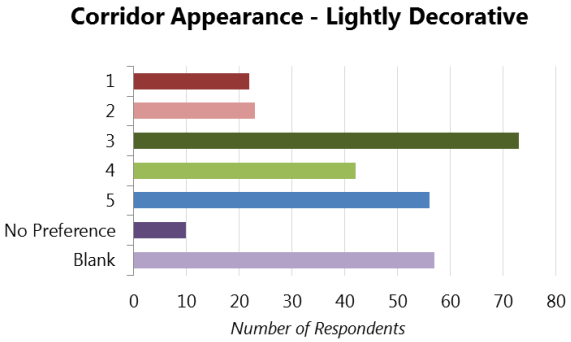
Simple
2.17

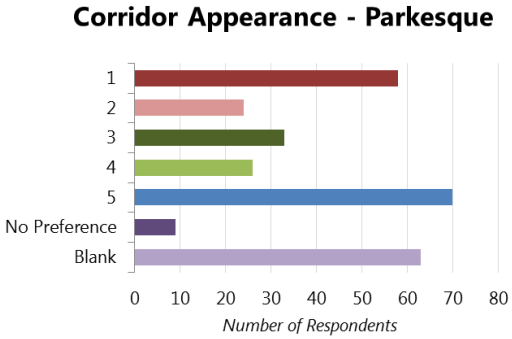
Lightly Developed
2.60

Parkesque
2.33

Please indicate your preference (1 being least preferred and 5 being most preferred) or no preference







Comments

The improvements appear well-planned, affordable & the design of pr was excellent. Spokespeople were well-informed & excellent
Bring project map next time!
Water play (splash pad would be amazing. There is nothing like that nearby!)
Better parking options, better business options (restaurants), I'm a millenial! Get rid of junk (antique) stores, flags flags American flags like Lady & the Tramp (on the light posts) during Memorial through 4th of July.
I like plants! Hate potholes!
Put the Standard Oil sign back on the corner (for the car show). Replace the traffic signal and have Bob Betts provide design support.
ADA accessible! More parking.
The City should fix EXISTING STREETS other than downtown before starting on the main
Thanks for asking for public input.
Main Street should have combination brick pavers/concrete - these should also go up on Margaret to the lake. Antique lighting is preferred 7th & Margaret. A public square or plaza would be great for downtown across from post office or City Hall. Extend sidewalk out for patios for possible restaurant. Water features would be nice touch. Signage would be good.
All the preferences would offer a fresh and desirable new concept to the city - great choices and great work!
Any and all improvements are welcome! Thank you so much for your hard & thoughtful work.
Understood that my preferences are potentially more design intensive. We need good design and not just grass and concrete. Spaces to live & play & meet.
Most excited and I feel the most needed part of this project for families is some kind of active play area that can help entertain kids when you come downtown for car shows or events, or shopping. It wuld be nice to see an amphitheater with this as well for concerts in the

park or movies in the park. All these items would really help bring people into downtown and keep them here longer to patronize the local businesses - a win/win for the community & residents.
Concerned about textured concrete getting dirty making it hard to maintain but I like the look. Active Passive space. I don't think a playground works well downtown. But I like the idea of an active space using a variety of spaces and things that kids could climb on like ledges. Variation & features without it being a playground spaces for adults. Plantings can best be used to create variation in the space.
Pavement: not too textured - consider ease for walkers/mobility devices. Plaza space: combine seating/lawn space/usage into one option. Plantings: could combine elements of each type. Parking needs: consider bicyclists.
Costs are of course an important issue. I like all the looks but the price tag will be needed to factor in.
More places to eat, inside and out.
Something more unique - but easy to clean & maintain. I like the antique & pavers.
We have a very unique downtown and many towns no longer have a downtown or have "manufactured" "planned" downtowns. Ours developed naturally thru the years so we should make it pleasing to attract people & businesses.
I would love to see a community center in NSP for youth. With indoor gym, pool tables, computers for homework. Possibly an outdoor skate park area.
Keep it simple; simple reduces maintenance & thereby cost.
Love the planted areas - rain garden/parkesque etc but who will maintain them? And at what cost?
Prefer parking remain angle as is - more spaces and people can get closer to the businesses they're going to
Can't wait to make downtown family friendly again

NORTH ST. PAUL
wsb
DOWNTOWN REVITALIZATION
Preliminary Master Plan
Date: 04/15/2016
Project #: 01867-050
MCKNIGHT RD. N.
3RD ST. N.
NORTH ST. PAUL DR.
7th AVENUE E
SEPPALA BLVD.
HENRY ST. N.
DIVISION / 120
SOUTH AVE. E.
2ND ST. N.
1ST ST. N.
WELD ST. N.
MARGARET ST. N.
CHARLES ST. N.
POTENTIAL FESTIVAL / SHARED STREET

Agenda Information Memorandum
North St. Paul City Council
November 20, 2018

FROM THE OFFICE OF THE CITY ENGINEER

Agenda placement: CITY BUSINESS

Subject: DOWNTOWN REVITALIZATION MASTER PLAN

To: Honorable Mayor and City Council

Background/Facts:

- The purpose of this Downtown Revitalization Plan (DRP) was to establish the visual quality and design preferences for the reconstruction of 7th Avenue, which travels through the core of North St. Paul extending from Division Street (Highway 120) to McKnight Road. The plan also includes the segment of Margaret Street, extending from the 7th Avenue intersection to the south edge of the bridge going over Highway 36.
- Goals for the plan included:
  - Develop an implementable plan with phasing options
  - Refresh and modernize the look and feel of 7th Avenue as North St. Paul's "Main Street"
  - Create a sense of place within the Downtown
  - Create a pedestrian oriented environment
  - Establish a unified look throughout the Downtown
  - Support the business community in a unique and cooperative manner to enhance visibility and access
  - Improve the ease of future state and local maintenance operations
- Cost Estimates were developed with block-by-block breakdowns to aid in a phased implementation approach.

Recommendation: To adopt a resolution adopting the attached Downtown Revitalization Master Plan.

ATTACHMENTS
Report
Resolution

Respectfully submitted,

MD by mm

Morgan Dawley
City Engineer

APPROVED FOR AGENDA ENCLOSURE:

CW by mm

Dr. Craig Waldron
City Manager

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2018-xxx

A RESOLUTION RECEIVING THE DOWNTOWN REVITALIZATION MASTER PLAN

WHEREAS, the City Council of the City of North St. Paul, Minnesota authorized the preparation of the Downtown Revitalization Plan as a master planning document to establish the guiding visual quality and design preferences for the future reconstruction of 7th Avenue from McKnight Road to Division/Century Avenue (Highway 120), as well as Margaret Street between 7th Avenue and Highway 36; and,

WHEREAS, the Plan provides an implementable plan with phasing options that refreshes the look and feel of 7th Avenue and the North St. Paul's Downtown and adjacent gateways, creates a sense of place that is unified, supports the business community, and is pedestrian oriented; and,

WHEREAS, the Study was presented to the City Council on November 20, 2018.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of North St. Paul, that the Downtown Revitalization Plan is hereby received and adopted for guidance and implementation.

ADOPTED this 20th day of November, 2018.

Motion by Council Member xxx
Second by Council Member xxx

Voting:

Ayes:	Council Member Furlong
	Council Member Petersen
	Council Member Sonnek
	Council Member Walczak
	Mayor Kuehn
Nays:	None
Absent:	None
Abstain:	None

_____
Michael R. Kuehn, Mayor

Attest:

_____
Dr. Craig Waldron, City Manager